

Beverly Beach Water District

Board of Commissioners Meeting - Agenda

October 16, 2024, at 6:00 p.m.

Beverly Beach Water District Office

1. Call to Order
2. Review/Approval of Minutes
 - a. Minutes from September 18, 2024
3. Financial/Treasurers Report
 - a. Financials and Aging report
 - b. Approval of bills
 - i. Northwest Natural Water – September 2024, Inv. 4318 (\$5,684.07)
4. Water Plant/Distribution System
 - a. Lead Services Survey
5. Old Business
 - a. Lincoln County Hazard Mitigation Planning Process
 - b. ARPA Grant (\$38,100) – received signed contract – check in progress
 - c. Guardrail on Beverly Drive – big fat NO!
 - d. Space heater in office – scheduled with Aboveboard Electric
6. New Business
7. Adjourn

Beverly Beach Water District

Profit and Loss

July - September, 2024

| | TOTAL |
|--|--------------------|
| Income | |
| 1-0401 Water Sales | 30,727.91 |
| 1-0402 Water Sales-late fee | 29.39 |
| 1-0410 Interest Income | |
| 1-0412 Oregon Coast Bank - SDC | 2.45 |
| 1-0414 Oregon Coast Bank - Dist. Fund | 334.68 |
| 1-0416 Oregon Coast Bank- Gen'l Fund | 665.15 |
| Total 1-0410 Interest Income | 1,002.28 |
| 5009 Returned Check Charges | 35.00 |
| 5010 Processing Fee - credit card | 55.54 |
| Total Income | \$31,850.12 |
| GROSS PROFIT | \$31,850.12 |
| Expenses | |
| 1-0700 Maintenance/Repair/Improvement | |
| 0700.1 Water Plant Maint/Improvement | 4,488.53 |
| 0700.11 Customer maintenance/repairs | 4,918.04 |
| 0700.20 Tools/Equipment | 94.99 |
| Total 1-0700 Maintenance/Repair/Improvement | 9,501.56 |
| 1-0701 Plant Contractor-Hiland Water | 19,300.00 |
| 1-0705 Office Expense | |
| 1-0706 Licenses & fees | 567.41 |
| 1-0707 Membership fees | 508.04 |
| 1-0711 Office supplies | 27.20 |
| 1-0716 Streamline (Web Page) | 1,080.00 |
| Total 1-0705 Office Expense | 2,182.65 |
| 1-0750 Insurance | |
| 1-0753 Bonding- Pres/Treas/Clerk | 180.00 |
| Total 1-0750 Insurance | 180.00 |
| 1-0760 Utilities | |
| 1-0761 Electric(office) | 149.00 |
| 1-0762 Telephone | 820.05 |
| 1-0763 Electric (plant) | 983.11 |
| 1-0764 Propane | 203.02 |
| Total 1-0760 Utilities | 2,155.18 |
| 1-0770 Accounting | |
| 1-0773 Accounting | 2,520.00 |
| Total 1-0770 Accounting | 2,520.00 |
| 1-0785 Bank Charges | |
| 1-0787 Other Charges | 115.00 |
| 1-0789 Bank ACH Fee | 50.00 |

Beverly Beach Water District

Profit and Loss

July - September, 2024

| | TOTAL |
|--|---------------------|
| 1-0790 Credit Card Fees | 130.58 |
| Total 1-0785 Bank Charges | 295.58 |
| 1-0795 Chemical & Testing | |
| 1-0797 Testing | 710.00 |
| Total 1-0795 Chemical & Testing | 710.00 |
| Total Expenses | \$36,844.97 |
| NET OPERATING INCOME | \$ -4,994.85 |
| Other Income | |
| 1-0450 Property Taxes | 1,026.15 |
| Total Other Income | \$1,026.15 |
| NET OTHER INCOME | \$1,026.15 |
| NET INCOME | \$ -3,968.70 |

| | | | | | |
|--|--|-----------------------------------|----------------------|---------------------|-------------|
| | BEVERLY BEACH WATER DISTRICT | | | | |
| | STATEMENT OF INCOME AND EXPENSES- ACCURAL BASIS | | | | |
| | CURRENT AND YEAR TO DATE 2024/2025 | | | | |
| | | | | | |
| | September 2024 | July 2024 - September 2024 | | | |
| INCOME/EXPENSES | CURRENT PERIOD | YEAR TO DATE | ANNUAL | BUDGET | % OF BUDGET |
| | ACTUAL | ACTUAL | BUDGET | BALANCE | |
| INCOME | | | | | |
| 1-0401 Water Sales | \$ 10,263.47 | \$ 30,727.91 | \$ 122,704.73 | \$ 91,976.82 | 25% |
| 1-0402 Water Sales - Late fee | \$ 7.34 | \$ 29.39 | \$ 300.00 | \$ 270.61 | 10% |
| 1-0403 Water Sales - Transfer of Service | \$ - | \$ - | \$ 200.00 | \$ 200.00 | 0% |
| 1-0404 Water Sales - Service Disconnecting | \$ - | \$ - | \$ 200.00 | \$ 200.00 | 0% |
| 1-0405 Hookups | \$ - | \$ - | \$ 1,200.00 | \$ 1,200.00 | 0% |
| | | | | | |
| Total Water Sales & Hookups | \$ 10,270.81 | \$ 30,757.30 | \$ 124,604.73 | \$ 93,847.43 | 25% |
| | | | | | |
| INTEREST INCOME | | | | | |
| 1-0412 Oregon Coast Bank -SDC | \$ - | \$ 2.45 | \$ 160.00 | \$ 157.55 | 2% |
| 1-0414 Oregon Coast Bank - Dist Fund | \$ - | \$ 334.68 | \$ 385.00 | \$ 50.32 | 87% |
| 1-0416 Oregon Coast Bank - Gen'l Fund | \$ 323.92 | \$ 665.15 | \$ 24.00 | \$ (641.15) | 2771% |
| | | | | | |
| Total Interest Income | \$ 323.92 | \$ 1,002.28 | \$ 569.00 | \$ (433.28) | 176% |
| | | | | | |
| 5010 Processing Fee - Credit Card | \$ 24.06 | \$ 55.54 | \$ 120.00 | \$ 64.46 | 46% |
| Unapplied Cash Payments | \$ - | \$ - | | | |
| 4999 - Uncategorized Income | \$ - | \$ - | | | |

| | | | | | |
|--|--------------|--------------|---------------|--------------|-----|
| 5009 Returned Check Charges | \$ - | \$ 35.00 | | | |
| TOTAL INCOME/GROSS PROFIT | \$ 10,618.79 | \$ 31,850.12 | \$ 125,293.73 | \$ 93,443.61 | 25% |
| EXPENSES | | | | | |
| 1-0700 Maintenance/Repair/Improvement | | | | | |
| 0700.1 Water Plant Maint/Improvement | \$ - | \$ 4,488.53 | \$ 40,000.00 | \$ 35,511.47 | 11% |
| 0700.10 District Office Manint/Repairs | \$ - | \$ - | \$ - | \$ - | 0% |
| 0700.11 Customer Maintenance/Repairs | \$ 1,851.43 | \$ 4,918.04 | \$ 9,500.00 | \$ 4,581.96 | 52% |
| 0700.2 Generator Building | \$ - | \$ - | \$ - | \$ - | 0% |
| 0700.20 Tools/Equipments | \$ - | \$ 94.99 | \$ - | \$ (94.99) | 0% |
| 0700.3 Plant Equipment | \$ - | \$ - | \$ - | \$ - | 0% |
| 0700.4 Tank Maintenance/Repairs | \$ - | \$ - | \$ - | \$ - | 0% |
| Total Maintenance/Repairs/Improvement | \$ 1,851.43 | \$ 9,501.56 | \$ 49,500.00 | \$ 39,998.44 | 19% |
| 1-0701 Plant Contractor-Hiland Water | \$ 4,950.00 | \$ 19,300.00 | \$ 59,400.00 | \$ 40,100.00 | 32% |
| 1-0705 Office Expenses | | | | | |
| 1-0706 Licenses & Fees | \$ 567.41 | \$ 567.41 | \$ 1,300.00 | \$ 732.59 | 44% |
| 1-0707 Membership Fees | \$ 207.04 | \$ 508.04 | \$ 1,000.00 | \$ 491.96 | 51% |
| 1-0709 US Postmaster | | | \$ 650.00 | \$ 650.00 | 0% |
| 1-0711 Office Supplies | \$ - | \$ 27.20 | \$ 450.00 | \$ 422.80 | 6% |
| 1-0712 Office Equipment (BBWD cell phone) | \$ - | | \$ - | \$ - | |
| 1-0716 Stramline (Web page) | \$ - | \$ 1,080.00 | \$ 1,600.00 | \$ 520.00 | 68% |
| Total Office Expenses | \$ 774.45 | \$ 2,182.65 | \$ 5,000.00 | \$ 2,817.35 | 44% |

| | | | | | |
|---|------------------|--------------------|---------------------|---------------------|------------|
| 1-0750 Insurance | | | | | |
| 1-0752 Property & Liability | \$ - | \$ - | \$ 9,000.00 | \$ 9,000.00 | 0% |
| 1-0753 Bonding-Pres/Treas/Cleark | \$ 180.00 | \$ 180.00 | \$ 600.00 | \$ 420.00 | 30% |
| | | | | | |
| Total Insurance | \$ 180.00 | \$ 180.00 | \$ 9,600.00 | \$ 9,420.00 | 2% |
| | | | | | |
| 1-0760 Utilities | | | | | |
| 1-0761 Electic (Office) | \$ 38.56 | \$ 149.00 | \$ 1,100.00 | \$ 951.00 | 14% |
| 1-0762 Telephone | \$ 82.00 | \$ 820.05 | \$ 3,750.00 | \$ 2,929.95 | 22% |
| 1-0763 Electric (Plant) | \$ 202.40 | \$ 983.11 | \$ 6,600.00 | \$ 5,616.89 | 15% |
| 1-0764 Propane | \$ - | \$ 203.02 | \$ 500.08 | \$ 297.06 | 41% |
| | | | | | |
| Total Utilities | \$ 322.96 | \$ 2,155.18 | \$ 11,950.08 | \$ 9,794.90 | 18% |
| | | | | | |
| 1-0770 Accounting | | | | | |
| 1-0772 Grimstad | \$ - | \$ - | \$ 8,500.00 | \$ 8,500.00 | 0% |
| 1-0773 Accounting | \$ 855.00 | \$ 2,520.00 | \$ 15,044.40 | \$ 12,524.40 | 17% |
| | | | | | |
| Total Accounting | \$ 855.00 | \$ 2,520.00 | \$ 23,544.40 | \$ 21,024.40 | 11% |
| | | | | | |
| 1-0775 Property Tax Expense | \$ - | \$ - | | | |
| | | | | | |
| 1-0785 Bank Charge | | | | | |
| 1-0788 Facility Improvement Loan Interest (Bond#1 | \$ - | \$ - | | | |
| 1-0789 Bank ACH Fees | \$ 25.00 | \$ 50.00 | \$ 300.00 | \$ 250.00 | 17% |
| 1-0790 Credit Card Fees + QB pmt fees | \$ 46.65 | \$ 130.58 | \$ 475.00 | \$ 344.42 | 27% |
| 1-0787 Other Charges (NSF ACH) | \$ - | \$ 115.00 | \$ 200.00 | \$ 85.00 | 58% |
| | | | | | |
| Total Bank Charge | \$ 71.65 | \$ 295.58 | \$ 975.00 | \$ 679.42 | 30% |
| | | | | | |

| | | | | | |
|---|--------------------|---------------------|----------------------|----------------------|----------------|
| 1-0795 Chemical & Testing | | | | | |
| 1-0796 Chemicals | \$ - | \$ - | \$ 1,000.00 | \$ 1,000.00 | 0% |
| 1-0797 Testing | \$ 464.00 | \$ 710.00 | \$ 6,000.00 | \$ 5,290.00 | 12% |
| Property Tax Expense | | | \$ 25.00 | | |
| Total Chemical & Testing | \$ 464.00 | \$ 710.00 | \$ 7,025.00 | \$ 6,315.00 | 10% |
| | \$ - | \$ - | | | |
| TOTAL EXPENSES | \$ 9,469.49 | \$ 36,844.97 | \$ 166,994.48 | \$ 130,149.51 | 22% |
| Other Expense - Reconciliation Discrepancy | \$ - | \$ - | | | |
| | | | | | |
| OTHER INCOME | | | | | |
| 1-0491 Miscellaneous Income (sale of equipment) | \$ - | \$ - | \$ - | \$ - | |
| 1-0450 Property Taxes | \$ 276.63 | \$ 1,026.15 | \$ 18,000.00 | \$ 16,973.85 | 5.70% |
| 1-0460 Grant Income (Anticipated ECWAG Grant Funds) | | | \$ 37,000.00 | \$ 37,000.00 | 0.00% |
| | | | | \$0.00 | 0.00% |
| Total Other Income | \$ 276.63 | \$ 1,026.15 | \$55,000.00 | \$53,973.85 | 1.87% |
| | | | | | 0.00% |
| NET INCOME | \$ 1,425.93 | \$(3,968.70) | \$ 13,299.25 | \$ 17,267.95 | -29.84% |

Beverly Beach Water District

Profit and Loss

September 2024

| | TOTAL |
|--|--------------------|
| Income | |
| 1-0401 Water Sales | 10,263.47 |
| 1-0402 Water Sales-late fee | 7.34 |
| 1-0410 Interest Income | |
| 1-0416 Oregon Coast Bank- Gen'l Fund | 323.92 |
| Total 1-0410 Interest Income | 323.92 |
| 5010 Processing Fee - credit card | 24.06 |
| Total Income | \$10,618.79 |
| GROSS PROFIT | \$10,618.79 |
| Expenses | |
| 1-0700 Maintenance/Repair/Improvement | |
| 0700.11 Customer maintenance/repairs | 1,851.43 |
| Total 1-0700 Maintenance/Repair/Improvement | 1,851.43 |
| 1-0701 Plant Contractor-Hiland Water | 4,950.00 |
| 1-0705 Office Expense | |
| 1-0706 Licenses & fees | 567.41 |
| 1-0707 Membership fees | 207.04 |
| Total 1-0705 Office Expense | 774.45 |
| 1-0750 Insurance | |
| 1-0753 Bonding- Pres/Treas/Clerk | 180.00 |
| Total 1-0750 Insurance | 180.00 |
| 1-0760 Utilities | |
| 1-0761 Electric(office) | 38.56 |
| 1-0762 Telephone | 82.00 |
| 1-0763 Electric (plant) | 202.40 |
| Total 1-0760 Utilities | 322.96 |
| 1-0770 Accounting | |
| 1-0773 Accounting | 855.00 |
| Total 1-0770 Accounting | 855.00 |
| 1-0785 Bank Charges | |
| 1-0789 Bank ACH Fee | 25.00 |
| 1-0790 Credit Card Fees | 46.65 |
| Total 1-0785 Bank Charges | 71.65 |
| 1-0795 Chemical & Testing | |
| 1-0797 Testing | 464.00 |
| Total 1-0795 Chemical & Testing | 464.00 |
| Total Expenses | \$9,469.49 |
| NET OPERATING INCOME | \$1,149.30 |

Beverly Beach Water District

Profit and Loss

September 2024

| | TOTAL |
|---------------------------|-------------------|
| Other Income | |
| 1-0450 Property Taxes | 276.63 |
| Total Other Income | \$276.63 |
| NET OTHER INCOME | \$276.63 |
| NET INCOME | \$1,425.93 |

Beverly Beach Water District

A/R Aging Summary

As of October 16, 2024

| | CURRENT | 1 - 30 | 31 - 60 | 61 - 90 | 91 AND OVER | TOTAL |
|--------------------------------------|---------------|--------|---------|---------|-------------|-----------------|
| 11274 NE Coos St. | | | | | | \$0.00 |
| Milligan, Allen & Kristen | 73.50 | | | | | \$73.50 |
| Total 11274 NE Coos St. | 73.50 | | | | | \$73.50 |
| 11326 NE Coos St | | | | | | \$0.00 |
| Holloway, Kendra | 75.97 | | | | | \$75.97 |
| Total 11326 NE Coos St | 75.97 | | | | | \$75.97 |
| 11335 NE Coos St | | | | | | \$0.00 |
| Cochran, Keith and April | 73.50 | | | | | \$73.50 |
| Total 11335 NE Coos St | 73.50 | | | | | \$73.50 |
| 11345 NE Benton St | | | | | | \$0.00 |
| Burks, Timothy & Traci Lynn | 73.50 | | | | | \$73.50 |
| Total 11345 NE Benton St | 73.50 | | | | | \$73.50 |
| 11355 NE Coos St | | | | | | \$0.00 |
| Henderson, Jennifer | 73.50 | | | | | \$73.50 |
| Total 11355 NE Coos St | 73.50 | | | | | \$73.50 |
| 11365 NE Benton St | | | | | | \$0.00 |
| Rubbert, Steve & Stacy | 73.50 | | | | | \$73.50 |
| Total 11365 NE Benton St | 73.50 | | | | | \$73.50 |
| 11402 NE Coos St | | | | | | \$0.00 |
| Gross, Timothy & Jana | 73.50 | | | | | \$73.50 |
| Total 11402 NE Coos St | 73.50 | | | | | \$73.50 |
| 11408 NE Coos | | -73.50 | | | | \$ -73.50 |
| 11412 NE Benton St. | | | | | | \$0.00 |
| Ganas, Kristen | 73.50 | | | | | \$73.50 |
| Total 11412 NE Benton St. | 73.50 | | | | | \$73.50 |
| 11412 NE Coos St. | | | | | | \$0.00 |
| Underhill, Alexandra | 73.50 | | | | | \$73.50 |
| Total 11412 NE Coos St. | 73.50 | | | | | \$73.50 |
| 11416 NE Avery St. Marlene Jaspersen | 73.50 | | | | | \$73.50 |
| 11416 NE Coos St | | | | | | \$0.00 |
| Anda, Jose M. | 73.50 | | | | | \$73.50 |
| Total 11416 NE Coos St | 73.50 | | | | | \$73.50 |
| 11419 NE Avery St | | | | | | \$0.00 |
| Bokosky, Angela | 73.50 | | | | | \$73.50 |
| Total 11419 NE Avery St | 73.50 | | | | | \$73.50 |
| 11429 NE Avery St | | | | | | \$0.00 |
| Lowry, John & Lucy | 136.00 | | | | | \$136.00 |
| Total 11429 NE Avery St | 136.00 | | | | | \$136.00 |
| 11445 NE Avery St | | | | | | \$0.00 |
| Nash, Lucy | 73.50 | | | | | \$73.50 |
| Total 11445 NE Avery St | 73.50 | | | | | \$73.50 |
| 11450 NE Benton St | | | | | | \$0.00 |

Beverly Beach Water District

A/R Aging Summary

As of October 16, 2024

| | CURRENT | 1 - 30 | 31 - 60 | 61 - 90 | 91 AND OVER | TOTAL |
|---------------------------------------|---------------|--------------|--------------|--------------|----------------|-------------------|
| Wood, Dustin & Allyson | 73.50 | | | | | \$73.50 |
| Total 11450 NE Benton St | 73.50 | | | | | \$73.50 |
| 11457 NE Avery | | | | | | \$0.00 |
| Lowry, Greta | 73.50 | | | | | \$73.50 |
| Total 11457 NE Avery | 73.50 | | | | | \$73.50 |
| 11469 NE Beverly Dr. | | | | | -139.66 | \$ -139.66 |
| 11493 NE Avery | | | | | | \$0.00 |
| Sea Glass Seekers, LLC/Anna Baltrusch | 136.00 | | | | | \$136.00 |
| Total 11493 NE Avery | 136.00 | | | | | \$136.00 |
| 115 NE 113th | | | | | | \$0.00 |
| Rees, Roger & Cheryl | 73.50 | | | | | \$73.50 |
| Total 115 NE 113th | 73.50 | | | | | \$73.50 |
| 11511 NE Avery St | | | | | | \$0.00 |
| Schakohl, Tracy & Beverly | 136.00 | | | | | \$136.00 |
| Total 11511 NE Avery St | 136.00 | | | | | \$136.00 |
| 11525 NE Coos St. | | | | | | \$0.00 |
| Hogan, Kelly | 73.50 | | | | | \$73.50 |
| Total 11525 NE Coos St. | 73.50 | | | | | \$73.50 |
| 11528 NE Avery St. | 73.50 | | | | | \$73.50 |
| 11528 NE Benton St. | | | | | | \$0.00 |
| Jespersen, Mike & Heather | 73.50 | 22.04 | | | | \$95.54 |
| Total 11528 NE Benton St. | 73.50 | 22.04 | | | | \$95.54 |
| 11549 NE Benton St. | | | | | | \$0.00 |
| Jones, Diane | 73.50 | | | | | \$73.50 |
| Total 11549 NE Benton St. | 73.50 | | | | | \$73.50 |
| 11567 NE Beverly Dr. | | | | | | \$0.00 |
| Newberg, Leo | 75.97 | | | | | \$75.97 |
| Total 11567 NE Beverly Dr. | 75.97 | | | | | \$75.97 |
| 11573 NE Avery St | | | | | | \$0.00 |
| Santos, Fernando and Perlita | 73.50 | | | | | \$73.50 |
| Total 11573 NE Avery St | 73.50 | | | | | \$73.50 |
| 11577 NE Benton St. | | | | | | \$0.00 |
| Oxsen, Leah | | | 75.97 | | | \$75.97 |
| Total 11577 NE Benton St. | | | 75.97 | | | \$75.97 |
| 11580 NE Beverly Dr | | | | | | \$0.00 |
| Goudy, Tracy | 73.50 | 73.50 | 73.50 | 73.50 | 17.50 | \$311.50 |
| Total 11580 NE Beverly Dr | 73.50 | 73.50 | 73.50 | 73.50 | 17.50 | \$311.50 |
| 11597 NE Benton St. | | | | | | \$0.00 |
| Russell, Jeffrey & Linda | | | | | -147.00 | \$ -147.00 |
| Total 11597 NE Benton St. | | | | | -147.00 | \$ -147.00 |
| 116 NE 115th | | | | | | \$0.00 |
| Roberts, Allan | 136.00 | | | | | \$136.00 |

Beverly Beach Water District

A/R Aging Summary

As of October 16, 2024

| | CURRENT | 1 - 30 | 31 - 60 | 61 - 90 | 91 AND OVER | TOTAL |
|-----------------------------------|---------------|----------------|-------------|---------|-------------|-------------------|
| Total 116 NE 115th | 136.00 | | | | | \$136.00 |
| 11606 NE Benton St. | | | | | | \$0.00 |
| Vargas, Ignacio | 73.50 | | | | | \$73.50 |
| Total 11606 NE Benton St. | 73.50 | | | | | \$73.50 |
| 11608 NE Avery St. | | -75.00 | -63.60 | | | \$ -138.60 |
| 11625 NE Avery St. | | | | | | \$0.00 |
| Jackson, Dan & Fae | 136.00 | | | | | \$136.00 |
| Total 11625 NE Avery St. | 136.00 | | | | | \$136.00 |
| 11626 NE Beverly Dr. | | | | | | \$0.00 |
| Shade, Crystal | 73.50 | | | | | \$73.50 |
| Total 11626 NE Beverly Dr. | 73.50 | | | | | \$73.50 |
| 11633 NE Benton St. | | | | | | \$0.00 |
| Robertson, Diana | 73.50 | | | | | \$73.50 |
| Total 11633 NE Benton St. | 73.50 | | | | | \$73.50 |
| 11645 NE Avery St. | | | | | -220.50 | \$ -220.50 |
| 11656 NE Beverly Dr. | | | | | | \$0.00 |
| Hassell, James | 73.50 | | | | | \$73.50 |
| Total 11656 NE Beverly Dr. | 73.50 | | | | | \$73.50 |
| 11685 NE Avery St. | | | | | | \$0.00 |
| Geist, Wendy | 73.50 | | | | | \$73.50 |
| Total 11685 NE Avery St. | 73.50 | | | | | \$73.50 |
| 11686 NE Beverly Dr. | | | | | | \$0.00 |
| Fork, Keith & Pamela | | -367.50 | | | | \$ -367.50 |
| Total 11686 NE Beverly Dr. | | -367.50 | | | | \$ -367.50 |
| 11720 NE Beverly Dr. | | | | | | \$0.00 |
| Johnson, Dean | | -42.26 | | | | \$ -42.26 |
| Total 11720 NE Beverly Dr. | | -42.26 | | | | \$ -42.26 |
| 11723 NE Avery St. | | | | | | \$0.00 |
| Ladouceur, Thomas A. | 73.50 | | | | | \$73.50 |
| Total 11723 NE Avery St. | 73.50 | | | | | \$73.50 |
| 11726 NE Beverly Dr. | | | | | | \$0.00 |
| Wehling, Julie | 73.50 | | | | | \$73.50 |
| Total 11726 NE Beverly Dr. | 73.50 | | | | | \$73.50 |
| 11735 NE Beverly Dr. | | | | | | \$0.00 |
| Alvarez, Maria | 73.50 | 73.50 | 0.50 | | | \$147.50 |
| Total 11735 NE Beverly Dr. | 73.50 | 73.50 | 0.50 | | | \$147.50 |
| 11755 NE Avery St | | | | | | \$0.00 |
| Tauber, Lou & Jae | 73.50 | | | | | \$73.50 |
| Total 11755 NE Avery St | 73.50 | | | | | \$73.50 |
| 11773 NE Avery St. | | | | | | \$0.00 |
| Morrison, Donald & Laura | 73.50 | | | | | \$73.50 |
| Total 11773 NE Avery St. | 73.50 | | | | | \$73.50 |

Beverly Beach Water District

A/R Aging Summary

As of October 16, 2024

| | CURRENT | 1 - 30 | 31 - 60 | 61 - 90 | 91 AND OVER | TOTAL |
|-----------------------------------|---------------|--------------|---------------|---------|-----------------|-------------------|
| 11790 NE Beverly Dr. | | | | | | \$0.00 |
| Scheler, Wanda | 73.50 | | | | | \$73.50 |
| Total 11790 NE Beverly Dr. | 73.50 | | | | | \$73.50 |
| 11813 NE Beverly Dr. | | | | | | \$0.00 |
| Cholly, Eric | 73.50 | | | | | \$73.50 |
| Total 11813 NE Beverly Dr. | 73.50 | | | | | \$73.50 |
| 11922 NE Beverly Ln. | | | | | | \$0.00 |
| Worden, Kate | | | | | 1,187.74 | \$1,187.74 |
| Total 11922 NE Beverly Ln. | | | | | 1,187.74 | \$1,187.74 |
| 11964 NE Beverly Ln | | | | | | \$0.00 |
| Schultze, Louis | 73.50 | | 73.50 | | | \$147.00 |
| Total 11964 NE Beverly Ln | 73.50 | | 73.50 | | | \$147.00 |
| 11986 NE Beverly Ln. | | | | | | \$0.00 |
| Ekmanis, Iris | 73.50 | | | | | \$73.50 |
| Total 11986 NE Beverly Ln. | 73.50 | | | | | \$73.50 |
| 11988 NE Beverly Dr. | | | | | | \$0.00 |
| Ekmanis, Iris | | | -2.47 | | | \$ -2.47 |
| Total 11988 NE Beverly Dr. | | | -2.47 | | | \$ -2.47 |
| 12011 NE Beverly Dr. | | | | | | \$0.00 |
| Lyon, Richard | 136.00 | | | | | \$136.00 |
| Total 12011 NE Beverly Dr. | 136.00 | | | | | \$136.00 |
| 12035 NE Beverly Dr. | | | | | | \$0.00 |
| Reynolds, Stephen & Heather | 73.50 | | | | | \$73.50 |
| Total 12035 NE Beverly Dr. | 73.50 | | | | | \$73.50 |
| 12087 NE Beverly Dr. | | | | | | \$0.00 |
| Gile, Dan | 73.50 | | | | | \$73.50 |
| Total 12087 NE Beverly Dr. | 73.50 | | | | | \$73.50 |
| 12130 NE Coos St. | | | | | | \$0.00 |
| Butler, Dan | 73.50 | | | | | \$73.50 |
| Total 12130 NE Coos St. | 73.50 | | | | | \$73.50 |
| 12143 NE Coos St | | | | | | \$0.00 |
| Martin, Christopher | | 73.50 | | | | \$73.50 |
| Total 12143 NE Coos St | | 73.50 | | | | \$73.50 |
| 12155 NE Coos St. | | | | | | \$0.00 |
| Ellis, Ryan | 73.50 | | | | | \$73.50 |
| Total 12155 NE Coos St. | 73.50 | | | | | \$73.50 |
| 12164 NE Coos St. | | | | | | \$0.00 |
| Buck, Chris and Skye | 73.50 | 77.17 | 119.53 | | | \$270.20 |
| Total 12164 NE Coos St. | 73.50 | 77.17 | 119.53 | | | \$270.20 |
| 12169 NE Benton St. | | | | | | \$0.00 |
| Hofeld, Lorne & Shannon | 136.00 | -6.00 | | | | \$130.00 |
| Total 12169 NE Benton St. | 136.00 | -6.00 | | | | \$130.00 |

Beverly Beach Water District

A/R Aging Summary

As of October 16, 2024

| | CURRENT | 1 - 30 | 31 - 60 | 61 - 90 | 91 AND OVER | TOTAL |
|----------------------------------|--------------|--------------|---------|---------|-------------|----------------|
| 12212 NE Benton St. | | | | | | \$0.00 |
| Leighty, Ronn and Kim | 73.50 | | | | | \$73.50 |
| Total 12212 NE Benton St. | 73.50 | | | | | \$73.50 |
| 12214 NE Coos St. | | | | | | \$0.00 |
| Roderick, Laura | 73.50 | | | | | \$73.50 |
| Total 12214 NE Coos St. | 73.50 | | | | | \$73.50 |
| 12225 NE Coos St. | | | | | | \$0.00 |
| Vaughan, Amelia | 73.50 | | | | | \$73.50 |
| Total 12225 NE Coos St. | 73.50 | | | | | \$73.50 |
| 12240 NE Coos St. | | | | | | \$0.00 |
| Gomes, Christina & John | 73.50 | | | | | \$73.50 |
| Total 12240 NE Coos St. | 73.50 | | | | | \$73.50 |
| 12242 NE Benton St. | | | | | | \$0.00 |
| Flores, Anne | | 73.50 | | | | \$73.50 |
| Total 12242 NE Benton St. | | 73.50 | | | | \$73.50 |
| 12245 NE Benton St. | | | | | | \$0.00 |
| Jaime Pineda | 73.50 | | | | | \$73.50 |
| Total 12245 NE Benton St. | 73.50 | | | | | \$73.50 |
| 12251 NE Benton St. | | | | | | \$0.00 |
| Frazier, Patricia | 73.50 | | | | | \$73.50 |
| Total 12251 NE Benton St. | 73.50 | | | | | \$73.50 |
| 12254 NE Benton St. | | | | | | \$0.00 |
| Phillips, Edward | 73.50 | | | | | \$73.50 |
| Total 12254 NE Benton St. | 73.50 | | | | | \$73.50 |
| 12277 NE Benton St. | | | | | | \$0.00 |
| Trail, Deanna | 73.50 | | | | | \$73.50 |
| Total 12277 NE Benton St. | 73.50 | | | | | \$73.50 |
| 12280 NE Benton St. | | | | | | \$0.00 |
| Davis, Aileen & Allen | 73.50 | | | | | \$73.50 |
| Total 12280 NE Benton St. | 73.50 | | | | | \$73.50 |
| 12282 NE Coos St. | | | | | | \$0.00 |
| Weber, Sam | 73.50 | | | | | \$73.50 |
| Total 12282 NE Coos St. | 73.50 | | | | | \$73.50 |
| 12287 NE Coos St. Your House LLC | 25.31 | | | | | \$25.31 |
| 12290 NE Coos St. | | | | | | \$0.00 |
| Sanders, Ben & Ruth | 75.97 | | | | | \$75.97 |
| Total 12290 NE Coos St. | 75.97 | | | | | \$75.97 |
| 124 NE 113th St | 73.50 | 77.17 | 84.52 | | | \$235.19 |
| 130 NE 115th St | | | | | | \$0.00 |
| Stecher, Michelle | 73.50 | | | | | \$73.50 |
| Total 130 NE 115th St | 73.50 | | | | | \$73.50 |
| 137 NE122nd St. | | | | | | \$0.00 |

Beverly Beach Water District

A/R Aging Summary

As of October 16, 2024

| | CURRENT | 1 - 30 | 31 - 60 | 61 - 90 | 91 AND OVER | TOTAL |
|------------------------------------|---------------|--------------|---------|---------|-------------|-----------------|
| Collier, Frances & Emerson | 73.50 | | | | | \$73.50 |
| Total 137 NE122nd St. | 73.50 | | | | | \$73.50 |
| 141 NE 122nd St. | | | | | | \$0.00 |
| Dunton, Lynn & Donna | 73.50 | | | | | \$73.50 |
| Total 141 NE 122nd St. | 73.50 | | | | | \$73.50 |
| 145 NE 122nd St. | | | | | | \$0.00 |
| Stevens, Marcine R. | 73.50 | | | | | \$73.50 |
| Total 145 NE 122nd St. | 73.50 | | | | | \$73.50 |
| 153 NE 122nd St. Bonnie Housholder | 73.50 | | | | | \$73.50 |
| 156 NE 115th St | | | | | | \$0.00 |
| Martin, Carol | 73.50 | | | | | \$73.50 |
| Total 156 NE 115th St | 73.50 | | | | | \$73.50 |
| 162 NE 113th St | | | | | | \$0.00 |
| Durrett, Suzan | 69.50 | | | | | \$69.50 |
| Total 162 NE 113th St | 69.50 | | | | | \$69.50 |
| 165 NE 121st St. | | | | | | \$0.00 |
| Strohmeier, Karen | 73.50 | | | | | \$73.50 |
| Total 165 NE 121st St. | 73.50 | | | | | \$73.50 |
| 165 NE 122nd St. | | | | | | \$0.00 |
| Sawyer, Jim | 136.00 | | | | | \$136.00 |
| Total 165 NE 122nd St. | 136.00 | | | | | \$136.00 |
| 180 NE 122nd St. | | | | | | \$0.00 |
| Root, Beatrice & Michael | 73.50 | | | | | \$73.50 |
| Total 180 NE 122nd St. | 73.50 | | | | | \$73.50 |
| 190 NE 121st St. | | | | | | \$0.00 |
| Davis, Clifton | 73.50 | | | | | \$73.50 |
| Total 190 NE 121st St. | 73.50 | | | | | \$73.50 |
| 232 NE 122nd St. | | | | | | \$0.00 |
| Richardson, Oliver & Asia | 73.50 | | | | | \$73.50 |
| Total 232 NE 122nd St. | 73.50 | | | | | \$73.50 |
| 237 NE 121st St. | | | | | | \$0.00 |
| Shumate, Jack Dehuff, Emily | 73.50 | | | | | \$73.50 |
| Total 237 NE 121st St. | 73.50 | | | | | \$73.50 |
| 240 NE 115th St. | | | | | | \$0.00 |
| McMinn, Justin | 140.30 | | | | | \$140.30 |
| Total 240 NE 115th St. | 140.30 | | | | | \$140.30 |
| 250 NE 122nd St. | | | | | | \$0.00 |
| Kelly Lawrence | 73.50 | | | | | \$73.50 |
| Total 250 NE 122nd St. | 73.50 | | | | | \$73.50 |
| 255 NE 122nd St. | | | | | | \$0.00 |
| Rafferty, Michael & Janet | | 73.50 | | | | \$73.50 |
| Total 255 NE 122nd St. | | 73.50 | | | | \$73.50 |

Beverly Beach Water District

A/R Aging Summary

As of October 16, 2024

| | CURRENT | 1 - 30 | 31 - 60 | 61 - 90 | 91 AND OVER | TOTAL |
|-------------------------------|-------------------|------------------|-----------------|----------------|-----------------|-------------------|
| 266 NE 122nd St. | | | | | | \$0.00 |
| Blume, Matthew & Emily | 73.50 | | | | | \$73.50 |
| Total 266 NE 122nd St. | 73.50 | | | | | \$73.50 |
| 270 NE 121st St. | | | | | | \$0.00 |
| Jones, Stephen & Patricia | 73.50 | | | | | \$73.50 |
| Total 270 NE 121st St. | 73.50 | | | | | \$73.50 |
| 280 NE 121St St. | | | | | | \$0.00 |
| Perez, Antonio | 73.50 | | | | | \$73.50 |
| Total 280 NE 121St St. | 73.50 | | | | | \$73.50 |
| W-Benton, N-122 | | | | | | \$0.00 |
| Vorderstrasse, Ramona | 73.50 | | | | | \$73.50 |
| Total W-Benton, N-122 | 73.50 | | | | | \$73.50 |
| TOTAL | \$6,475.52 | \$ -20.38 | \$361.45 | \$73.50 | \$698.08 | \$7,588.17 |

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 |
|-----------|------------|------------|------------|--------|----------|
| 4318 | 09/30/2024 | \$5,684.07 | 10/30/2024 | Net 30 | |

| DATE | DESCRIPTION | QTY | RATE | AMOUNT |
|------------|--|------|----------|--------------------|
| | Operations base fee | 1 | 4,950.00 | 4,950.00 |
| | | | | Subtotal: 4,950.00 |
| | T&M Charges | | | |
| 09/12/2024 | Walter Chuck - Met with TAG to install new touch screen panel. | 3.75 | 80.00 | 300.00 |
| 09/12/2024 | Cody Scott - Met with TAG to install new touch screen panel. | 3.75 | 71.00 | 266.25 |
| 09/12/2024 | Mileage | 14 | 0.67 | 9.38 |
| | | | | Subtotal: 575.63 |
| | Reimbursable Expenses: | | | |
| 08/01/2024 | 08/01/2024 OAWU - membership renewal | | | 144.04 |
| | | | | Subtotal: 144.04 |
| | Markup - 10% | 0.10 | 144.04 | 14.40 |

BALANCE DUE

\$5,684.07

tegross144@gmail.com

From: Curtis Olson <colson@nwnaturalwaterservices.com>
Sent: Saturday, October 5, 2024 8:52 PM
To: Tim Gross
Cc: Jessica Perryman
Subject: Oregon LSI (Due October 16)

Good evening Tim,

I want to start by apologizing for not making you aware of this requirement sooner. We sent out a massive email blast to our managed systems earlier this year and just discovered you were not on the mailing list. We still have a week to complete the reports before they are due on Oct. 16th, so I want to go over the process along with an estimate.

The EPA has required that each water district complete a water system survey to confirm there isn't lead in their piping. This survey must be completed using either recorded as-builds or recorded dates of construction post 1986. Once the remaining 'unknown' addresses are compiled, the OHA will allow a 20% mechanical inspection to satisfy the requirement.

Our process is to take the list of homes in the service district and email it to the OAWU for their state funded 6 hours of data processing. Typically, they are able to complete the data and send us back a completed form of the remaining 20% mechanical inspections required. From there we dispatch a crew to clean out the meter boxes and record the data both in the LCRR paperwork, along with photographic proof on DiamondMaps in case there are future questions. Once our compliance team has the completed document they will send it to the board to sign, and then submit the signed copy to the OHA.

There are 162 homes in Beverly Beach and we may be required to mechanically inspect the full 20%, which is 33 addresses. Our final invoice will be based on time and materials, but I expect this work would cost \$1,500-\$2,000. You are welcome to look at other alternatives for completing this inventory, I know companies such as 120 Water are doing the same type of work. If the board approves this work by end of day Wednesday 10/9, then I will make sure you are on the schedule early next week so the report is submitted on time.

I once again apologize for the late notice,

Curtis Olson
Field Manager
NW Natural Water Services
Office : (503) 554-8333
Cell : (503) 537-8334

Approved by Lincoln County Order #10-24-422



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

Email: 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."

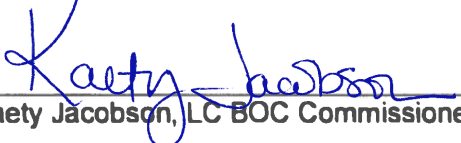
14.10 Debarred or Suspended. Subrecipient may not participate in this Grant in any capacity, or be a recipient of Grant Funds, if Subrecipient has been debarred or suspended or otherwise found to be ineligible for participation in federal assistance programs or activities.

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:



Kaety Jacobson, LC BOC Commissioner

Date: 10/02/2024

On Behalf of Beverly Beach Water District:



Tim Gross

Date: 9/23/24
Tax ID Number: 93-0634434

Approved as to form by Brian Gardner,
Assistant County Counsel for Lincoln
County, on 09.30.2024

**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

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

| | |
|--|--|
| Auditor and Date | Grimstad & Associate/ June 30th, 2023 |
| Audit Accountant | Bayvue Bookkeeping LLC/Marina Carr |
| Number of households your District serves | 105.00 |
| Public Meeting Laws | Yes |
| Project Name | Necessary improvements for the Beverly Beach Water District Transmission and Distribution of Drinking Water: Engineering Plans for Protecting Resiliency and Line Improvements |
| Project Description | <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"> Identify and secure appropriate water sources (Wade Creek) ensuring a sustainable supply. Conserve water during droughts or periods of water scarcity. Water quality testing to ensure treated water meets regulatory standards for safety and quality. Manage water pressure to ensure consistent supply to different areas within the district. Identify and repair leaks in the distribution system, reducing water losses. Obtain necessary permits and licenses to operate water supply and treatment facilities legally. <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](#)

tegross144@gmail.com

From: Mikel Diwan <mdiwan@co.lincoln.or.us>
Sent: Wednesday, October 16, 2024 1:01 PM
To: tegross144@gmail.com; Kelly Foley
Subject: RE: Beverly Drive

Hello Tim,

The plan on Beverly Drive included removing the section of hanging fence, but unfortunately we haven't gotten to it yet. Given the narrow shoulder and the location of the water line we would question if a guardrail would have a sufficient foundation, but more pressing for us is the number of other locations where a guardrail may be warranted but we still haven't installed them. We still plan to get the fence out this fall and will see if we can at least re-paint the fog line along the shoulder. Hopefully re-stripping the fog line will reduce some of the concerns.

Mikel Diwan

From: tegross144@gmail.com <tegross144@gmail.com>
Sent: Wednesday, October 16, 2024 8:53 AM
To: Kelly Foley <kfoley@co.lincoln.or.us>; Mikel Diwan <mdiwan@co.lincoln.or.us>
Subject: Beverly Drive

Thank you for recently paving that section of Beverly Drive that slid this spring. Neighborhood residents have expressed concern about the abrupt steep slope. Since the fence is now at the bottom of the canyon, is it possible for the County to install a short section of guardrail along this edge? Thanks!

Tim Gross
541-961-7489