

MAPLETON WATER DISTRICT

Board of Commissioners Meeting Packet

Budget Committee Meeting: 5:00 p.m.

Regular Meeting: 6:00 p.m.

May 18, 2026

Mapleton Lions Club Kitchen, 88151 Riverview Avenue, Mapleton, Oregon

Packet Contents

Section	Description
Agenda	Meeting agenda posted May 16, 2026.
Board Reports	Staff-prepared narrative reports and recommended actions for agenda items supported by the documents provided.
Attachments	Agenda, minutes, timesheets, expenditure report, contracts/agreements, resolutions, and operations staff compensation summaries. Original pages are included after the board reports.

Agenda

MAPLETON WATER DISTRICT

BOARD OF COMMISSIONERS

MAY 18, 2026

5:00 PM BUDGET COMMITTEE MEETING

6:00 PM REGULAR MEETING

MAPLETON LIONS CLUB KITCHEN

88151 RIVERVIEW AVENUE MAPLETON, OR

If you have any disability or language limitation and require assistance in participating in the meeting in-person, please contact the office at 541-268-4348 or by email info@mapletonwd.org.

POSTED PER REQUIREMENTS MAY 16, 2026

BUDGET COMMITTEE MEETING

1. CALL TO ORDER

2. ROLL CALL OF BOARD OF COMMISSIONERS

3. BUDGET-RELATED RESOLUTIONS

3.1. Resolution 2026-09 Closing the Riverview Culvert Special Project Fund

3.2. Resolution 2026-10 Establishing a Special Project Fund for Storage Tank Improvements

3.3. Resolution 2026-11 Increasing the Capitalization Threshold from \$1,000 to \$5,000

4. APPOINTMENT OF BUDGET COMMITTEE MEMBERS

5. ELECTION OF BUDGET COMMITTEE OFFICERS (Chair, Vice Chair and Secretary)

6. BUDGET COMMITTEE CHAIR OPENS THE BUDGET COMMITTEE MEETING

7. BUDGET COMMITTEE CHAIR RECOGNIZES THE DISTRICT'S ACCOUNTANT, BRITTANY HORNING, OF B.R. HORNING, CPA, PC

8. REVIEW OF THE PROPOSED BUDGET (Includes question to Hornung and Office Administrator Walker)

9. DISCUSSION OF ANY PROPOSED CHANGES TO THE PROPOSED BUDGET

10. VOTES ON PROPOSED CHANGES, IF ANY

11. VOTE ON RECOMMENDING ADOPTION OF THE BUDGET AS PROPOSED OR AMENDED

12. BUDGET COMMITTEE CHAIR CLOSSES BUDGET MEETING

REGULAR MEETING

1. BOARD CHAIR OPENS REGULAR MEETING

2. SAFETY COMMITTEE MEETING

3. APPROVAL OF AGENDA (An opportunity for board members to change or add to the agenda, or approve the agenda as presented)

4. CONSENT AGENDA (Items that typically do not require discussion to be approved with one motion)

4.1. Approval of Minutes

4.2. Approval of April Timesheets

4.3. Approval of April Expenditures

5. DISCUSSION ITEMS (Items requiring board action, direction, or discussion)

5.1. Consideration of the Appointment of Dustin Basurto to Position 3

5.2. Appointment of Commission Officers

5.2.1. Secretary and Administration Committee Chair

5.2.2. Secretary Pro Tem and Emergency/IT Committee Chair

5.3. Hole in One Locating Agreement

5.4. Project Updates

5.4.1. EPA Rice Road

5.4.2. ECWAG Intake Improvements

5.4.2.1. Coos Bay Rail Line Crossing Agreements

5.4.3. Wastewater Facilities Plan

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5.4.4. Storage Tank R refurbishment

5.4.5. Wastewater Rehabilitation Hardening

5.4.6. OREM Emergency Water Station Trailer

5.5. Purchase Approvals

5.5.1. Valve Markers

5.6. Operation Staff Compensation Proposal Prepared by Elliott

6. BUSINESS REPORTS

6.1. Treasurer's Report (Financial Statement)

6.2. Billing Report

6.3. Risk Management Report

6.3.1. Public Meetings Training

7. COMMITTEE REPORTS

7.1. Grant Committee

7.2. Emergency Committee

7.3. Finance Committee

7.3.1. Audit FY 2024-25

7.4. Operations Committee

7.4.1. Operations Manager Report

7.4.1.1. Staff Meeting Notes

7.4.2. Water System Update

7.4.3. Sewer System Update

7.5. Administration Committee

7.5.1. District Records Project

7.5.2. Rate Study with RCAC

8. BOARD REPORTS

9. PUBLIC COMMENT (Limited to 3 minutes per person for items not appearing on the agenda)

10. FUTURE ITEMS

10.1. Sewer Customer Policies

10.2.

11. ADJOURN

Board Report - Agenda Item Budget 3.1

Agenda Item	Budget 3.1
Organization	Mapleton Water District
Meeting Date	May 18, 2026
Item Name	Resolution 2026-09 Closing the Riverview Culvert Special Project Fund
Presenter	Office Administrator Walker
Attachments	Resolution 2026-09

Narrative

The attached resolution closes the Riverview Culvert Special Project Fund because the project has been completed and no longer requires separate accounting. The resolution authorizes necessary accounting entries, transfers, or reclassifications to return remaining activity to the General Fund or another appropriate fund.

Closing the fund will simplify financial reporting and align the District fund structure with current operations and projects.

Recommended Action

Move to adopt Resolution 2026-09 closing the Riverview Culvert Special Project Fund and authorizing all necessary accounting entries.

Board Report - Agenda Item Budget 3.2

Agenda Item	Budget 3.2
Organization	Mapleton Water District
Meeting Date	May 18, 2026
Item Name	Resolution 2026-10 Establishing Storage Tank Improvements Capital Project Fund
Presenter	Office Administrator Walker
Attachments	Resolution 2026-10

Narrative

The attached resolution formally establishes a capital project fund for Storage Tank Improvements. The fund would separately record revenues, grants, loans, transfers, reimbursements, expenditures, and other financial activity related to the project.

The resolution provides that the fund will be dissolved at project completion and that any remaining balance or deficit will be accounted for as directed by the Board and applicable budget/accounting requirements.

Recommended Action

Move to adopt Resolution 2026-10 establishing the Storage Tank Improvements Capital Project Fund.

Board Report - Agenda Item Budget 3.3

Agenda Item	Budget 3.3
Organization	Mapleton Water District
Meeting Date	May 18, 2026
Item Name	Resolution 2026-11 Increasing the Capitalization Threshold from \$1,000 to \$5,000
Presenter	Office Administrator Walker
Attachments	Resolution 2026-11

Narrative

The attached resolution increases the District capitalization threshold from \$1,000 to \$5,000, effective July 1, 2026. Items under the threshold generally would be expensed rather than capitalized, unless another treatment is required by law, accounting standards, grant terms, loan requirements, or other binding requirements.

The stated purpose is to reduce administrative burden and improve consistency in financial reporting.

Recommended Action

Move to adopt Resolution 2026-11 increasing the District capitalization threshold to \$5,000 effective July 1, 2026.

Board Report - Agenda Item Regular 4.1

Agenda Item	Regular 4.1
Organization	Mapleton Water District
Meeting Date	May 18, 2026
Item Name	Approval of Minutes
Presenter	Chair West
Attachments	April 20, 2026 Regular Meeting Minutes

Narrative

The attached draft minutes document the April 20, 2026 regular meeting. The minutes include roll call, the safety committee discussion, approval of agenda and consent agenda, motions on Resolution 2026-05, acceptance of Doran-Lee resignation, board appointment discussion, contracts and agreements, reports, and adjournment.

This item is listed on the consent agenda and may be approved together with the April timesheets and April expenditures unless removed for separate discussion.

Recommended Action

Approve the April 20, 2026 regular meeting minutes as presented or as amended.

Board Report - Agenda Item Regular 4.2

Agenda Item	Regular 4.2
Organization	Mapleton Water District
Meeting Date	May 18, 2026
Item Name	Approval of April Timesheets
Presenter	Office Administrator Walker
Attachments	April 2026 Timesheets

Narrative

The attached April timesheets include records for Ferkey, Forrette, and Walker for the April 1-15 and April 16-30 pay periods.

The timesheets show the following totals: Ferkey - 57.75 water hours and 210 water miles; Forrette - 13.0 water hours, 47.0 sewer hours, 12 water miles, and 100 sewer miles; Walker - 151.5 water hours and 90 water miles.

Recommended Action

Approve the April 2026 timesheets as submitted.

Board Report - Agenda Item Regular 4.3

Agenda Item	Regular 4.3
Organization	Mapleton Water District
Meeting Date	May 18, 2026
Item Name	Approval of April Expenditures
Presenter	Office Administrator Walker
Attachments	April 2026 Expenditures

Narrative

The attached April 2026 Check Detail Report lists checking account transactions, payroll, reimbursements, operating expenses, vendor payments, and project-related disbursements recorded during April 2026.

This item is listed on the consent agenda and may be approved with the minutes and timesheets unless removed for separate discussion.

Recommended Action

Approve the April 2026 expenditures as submitted.

Board Report - Agenda Item Regular 5.1

Agenda Item	Regular 5.1
Organization	Mapleton Water District
Meeting Date	May 18, 2026
Item Name	Consideration of the Appointment of Dustin Basurto to Position 3
Presenter	Chair West
Attachments	None provided

Narrative

The agenda includes consideration of appointing Dustin Basurto to vacant Position 3 on the Board of Commissioners. No separate appointment materials were included in the documents provided for this packet.

The Board may discuss the vacancy, qualifications, term, and oath/administrative steps needed if the appointment is approved.

Recommended Action

Consider a motion to appoint Dustin Basurto to Position 3, or provide direction for further recruitment or consideration.

Board Report - Agenda Item Regular 5.2

Agenda Item	Regular 5.2
Organization	Mapleton Water District
Meeting Date	May 18, 2026
Item Name	Appointment of Commission Officers
Presenter	Chair West
Attachments	None provided

Narrative

The agenda lists appointment of Commission officers, including Secretary and Administration Committee Chair, and Secretary Pro Tem and Emergency/IT Committee Chair. No separate supporting document was provided.

This item allows the Board to fill officer and committee roles following board membership changes.

Recommended Action

Appoint officers and committee chairs as determined by the Board.

Board Report - Agenda Item Regular 5.3

Agenda Item	Regular 5.3
Organization	Mapleton Water District
Meeting Date	May 18, 2026
Item Name	Hole in One Locating Agreement
Presenter	Office Administrator Walker
Attachments	Hole In One Locating Agreement

Narrative

The attached buried utility locating agreement would retain Hole In One Locating to provide locating and marking services for District-owned water and sewer facilities within the District service area through December 31, 2026.

The agreement states that services are assigned by the District, must be completed within two business days of assignment if assigned before the Oregon 811 due date, and are billed at \$150 per utility line for each 250 linear feet located and marked, \$150 for each additional 250 linear feet per utility line, and a \$150 trip charge when no District-owned utilities are present within the ticket area.

The agreement also requires monthly invoicing, payment within 15 days, District maintenance of Oregon 811 membership, use of available maps and records, and includes insurance, limitation of liability, indemnification, and dispute provisions.

Recommended Action

Authorize execution of the Hole In One Locating Agreement, subject to any final legal or administrative review directed by the Board.

Board Report - Agenda Item Regular 5.4

Agenda Item	Regular 5.4
Organization	Mapleton Water District
Meeting Date	May 18, 2026
Item Name	Project Updates
Presenter	Office Administrator Walker
Attachments	Coos Bay Rail Line Agreements; Resolutions 2026-12 and 2026-13

Narrative

The agenda includes project updates for EPA Rice Road, ECWAG Intake Improvements, Coos Bay Rail Line Crossing Agreements, Wastewater Facilities Plan, Storage Tank Refurbishment, Wastewater Rehabilitation Hardening, and the OREM Emergency Water Station Trailer.

Two Coos Bay rail line agreements are attached for the ECWAG Intake Improvements update. The underground utility license agreement addresses multiple water line crossings on railroad property and provides for a \$0 annual fee with waived application and expedited processing fees. The private roadway crossing agreement addresses a private roadway crossing at approximately MP 703.01, crossing ID 756463M, with a \$0 annual fee and waived application/expedited fees.

Resolutions 2026-12 and 2026-13 are attached because they establish project funds for wastewater improvements and WTP security upgrades, respectively, and may relate to project administration and tracking.

Recommended Action

Receive project updates and provide direction as needed. If Board action is desired on any attached project agreement or resolution, consider a separate motion identifying the specific agreement or resolution.

Board Report - Agenda Item Regular 5.5.1

Agenda Item	Regular 5.5.1
Organization	Mapleton Water District
Meeting Date	May 18, 2026
Item Name	Purchase Approvals - Valve Markers
Presenter	Operations Staff / Office Administrator Walker
Attachments	None provided

Narrative

The agenda includes purchase approval for valve markers. No quote, invoice, or purchase request document was provided in the materials for this packet.

The Board may request price, quantity, vendor, budget line, and operational need before authorizing purchase.

Recommended Action

Approve the valve marker purchase if sufficient information is presented at the meeting, or direct staff to return with a written quote and budget recommendation.

Board Report - Agenda Item Regular 5.6

Agenda Item	Regular 5.6
Organization	Mapleton Water District
Meeting Date	May 18, 2026
Item Name	Operation Staff Compensation Proposal Prepared by Elliott
Presenter	Commissioner Elliott
Attachments	Assistant Water System Operator Compensation Summary; Lead Water System Operator Compensation Summary

Narrative

The attached compensation summaries provide proposed pay ranges and compensation terms for the Assistant Operator and Lead Water System Operator positions.

The Assistant Operator summary lists an hourly pay range of \$18.50 to \$30.00, with tiers for uncertified, under-certified, and fully certified operators. It also addresses the Monday-through-Sunday work week, overtime administration, paid holidays, and paid time off accrual.

The Lead Water System Operator summary lists an hourly pay range of \$25.50 to \$37.50, with tiers for uncertified, under-certified, and fully certified operators. It also addresses on-call eligibility and pay, overtime, paid holidays, and paid time off accrual.

The Board may discuss whether to adopt the compensation summaries as written, revise the ranges or terms, direct review for budget/legal compliance, or defer the matter for further analysis.

Recommended Action

Discuss the operations staff compensation proposal and consider adoption, amendment, or direction to staff for further review.

Board Report - Agenda Item Regular 6-8

Agenda Item	Regular 6-8
Organization	Mapleton Water District
Meeting Date	May 18, 2026
Item Name	Business Reports, Committee Reports, Board Reports, and Grant Committee Report
Presenter	Board Members and Staff
Attachments	Grant Report

Narrative

The agenda includes the Treasurer's Report, Billing Report, Risk Management Report, committee reports, operations updates, administrative updates, board reports, public comment, and future items.

A Grant Report submitted by Donnelly is included for the Grant Committee report. The report identifies active, submitted, close-out, and pending grant-related projects, including federal, state, foundation, and local funding sources.

Grant Committee Report

- **Water Tank Rehabilitation Project:** Budget total: \$900,000. Source: U.S. Congressional Direct Spending Grant for \$675,000; required match of \$225,000. Status: final USDA application process started; match funding qualified through OHA and Business Oregon as 50% grant/50% loan with offered terms of 30 years at 1% interest; Preliminary Engineering Report completed and submitted to USDA.
- **Water Treatment Plant Security Fencing Project:** Budget total: \$37,500. Source: Three Rivers Foundation Community Grant Program request for \$35,000 with SDIS match of \$2,500. Status: application submitted; awardees expected sometime in June.
- **Two Years of General Operating Assistance:** Budget total: \$40,000 (\$20,000 per year). Source: Lane County United Way Community Support Grant. Status: application submitted; awardees expected sometime in June.
- **Operator Certification and Office Administration Support:** Budget total: \$100,000 (\$50,000 per year). Source: Lane County United Way Community Transformation Grant. Status: application submitted; awardees expected sometime in June.
- **Riverview Avenue Distribution Line Replacement Project - House CDS:** Budget total: \$1,843,000. Source: U.S. CDS (House) Grant for \$1,474,400; required match of \$368,600. Status: application submitted; notice received April 3 from Rep. Val Hoyle that the proposal was selected from a pool of 70 proposals as one of five for House Appropriations Committee consideration.
- **Riverview Avenue Distribution Line Replacement Project - Senate CDS:** Budget total: \$1,843,000. Source: U.S. CDS (Senate) Grant for \$1,474,400; required match of \$368,600. Status: application submitted; notice received May 6 from Senator Merkley's Office that the proposal was selected from the local proposal pool and will advance to U.S. Senate Appropriations Committee consideration.
- **Sewer System Rehabilitation, Hardening and Upgrade Project:** Budget total: \$1,059,970. Source: Economic Development Administration FY2025 Disaster Supplemental Grant Program for \$847,976; required match of \$211,994. Status: application submitted; first-round RFI successfully answered. EDA staff indicated regional evaluation will take about two more months, with national evaluation and selection expected to take about six months if selected from the regional pool. Walker and Donnelly are working with Business Oregon on match financing.

- **Federal Readiness and Leverage Fund - Ford Family Foundation:** Budget total: \$50,000. Status: close-out report submitted.
- **Federal Readiness and Leverage Fund - Round House Foundation:** Budget total: \$20,000. Status: close-out report submitted.
- **Federal Readiness and Leverage Fund Supplemental - Ford Family Foundation:** Budget total: \$15,000. Purpose: consulting help to rewrite and resubmit the FY2022 and FY2024 FEMA/BRIC sub-applications. Status: application submitted April 28; waiting to hear.
- **Emergency Water Bottle Filling Station Project:** Budget total: \$17,049. Source: Oregon Department of Health and Human Services, Office of Emergency Management. Status: final testing completed successfully; the design makes safe, potable water. Close-out report will begin after final accounting is received.
- **Chestnut Neighborhood / MSD School Campus Distribution Line and Booster Pump Replacement Project:** Budget total: TBD. Source: FY2024 FEMA/BRIC selected sub-application. Status: BRIC program reinstated after being canceled in February 2025; proposal remains viable but must be rewritten, reformatted, and rebudgeted for 90% design and engineering work only.
- **Additional 300,000-Gallon Water Storage Tank Project:** Budget total: TBD. Source: FY2022 FEMA/BRIC selected sub-application. Status: BRIC program reinstated after being canceled in February 2025; proposal remains viable but must be rewritten, reformatted, and rebudgeted for 90% design and engineering work only.

FEMA/BRIC note: Both selected BRIC sub-applications must be completed and resubmitted by July 1, 2026. Donnelly has begun work with a consulting engineer and is receiving technical assistance from OEM and Lane County staff.

Recommended Action

Receive the Grant Committee report and other reports, provide direction to staff or committees as needed, and identify any future agenda items.

Attachments

The following pages reproduce the documents provided for the meeting packet.

Agenda

Original attachment: Agenda 20260518.pdf

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MAPLETON WATER DISTRICT
BOARD OF COMMISSIONERS
MAY 18, 2026
5:00 PM BUDGET COMMITTEE MEETING
6:00 PM REGULAR MEETING
MAPLETON LIONS CLUB KITCHEN
88151 RIVERVIEW AVENUE MAPLETON, OR

BUDGET COMMITTEE MEETING

1. CALL TO ORDER
2. ROLL CALL OF BOARD OF COMMISSIONERS
3. BUDGET-RELATED RESOLUTIONS
 - 3.1. Resolution 2026-09 Closing the Riverview Culvert Special Project Fund
 - 3.2. Resolution 2026-10 Establishing a Special Project Fund for Storage Tank Improvements
 - 3.3. Resolution 2026-11 Increasing the Capitalization Threshold from \$1,000 to \$5,000
4. APPOINTMENT OF BUDGET COMMITTEE MEMBERS
5. ELECTION OF BUDGET COMMITTEE OFFICERS (Chair, Vice Chair and Secretary)
6. BUDGET COMMITTEE CHAIR OPENS THE BUDGET COMMITTEE MEETING
7. BUDGET COMMITTEE CHAIR RECOGNIZES THE DISTRICT'S ACCOUNTANT, BRITTANY HORNUNG, OF B.R. HORNUNG, CPA, PC
8. REVIEW OF THE PROPOSED BUDGET (Includes question to Hornung and Office Administrator Walker)
9. DISCUSSION OF ANY PROPOSED CHANGES TO THE PROPOSED BUDGET
10. VOTES ON PROPOSED CHANGES, IF ANY
11. VOTE ON RECOMMENDING ADOPTION OF THE BUDGET AS PROPOSED OR AMENDED
12. BUDGET COMMITTEE CHAIR CLOSSES BUDGET MEETING

REGULAR MEETING

1. BOARD CHAIR OPENS REGULAR MEETING
2. SAFETY COMMITTEE MEETING
3. APPROVAL OF AGENDA (An opportunity for board members to change or add to the agenda, or approve the agenda as presented)
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 - 4.3. Approval of April Expenditures
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 - 5.2. Appointment of Commission Officers
 - 5.2.1. Secretary and Administration Committee Chair
 - 5.2.2. Secretary Pro Tem and Emergency/IT Committee Chair
 - 5.3. Hole in One Locating Agreement
 - 5.4. Project Updates
 - 5.4.1. EPA Rice Road
 - 5.4.2. ECWAG Intake Improvements
 - 5.4.2.1. Coos Bay Rail Line Crossing Agreements
 - 5.4.3. Wastewater Facilities Plan

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- 5.4.4.Storage Tank Rurfurbishment
- 5.4.5.Wastewater Rehabilitation Hardening
- 5.4.6.OREM Emergency Water Station Trailer
- 5.5. Purchase Approvals
 - 5.5.1.Valve Markers
- 5.6. Operation Staff Compensation Proposal Prepared by Elliott
- 6. BUSINESS REPORTS
 - 6.1. Treasurer's Report (Financial Statement)
 - 6.2. Billing Report
 - 6.3. Risk Management Report
 - 6.3.1.Public Meetings Training
- 7. COMMITTEE REPORTS
 - 7.1. Grant Committee
 - 7.2. Emergency Committee
 - 7.3. Finance Committee
 - 7.3.1.Audit FY 2024-25
 - 7.4. Operations Committee
 - 7.4.1. Operations Manager Report
 - 7.4.1.1. Staff Meeting Notes
 - 7.4.2. Water System Update
 - 7.4.3. Sewer System Update
 - 7.5. Administration Committee
 - 7.5.1.District Records Project
 - 7.5.2.Rate Study with RCAC
- 8. BOARD REPORTS
- 9. PUBLIC COMMENT (Limited to 3 minutes per person for items not appearing on the agenda)
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 - 10.1. Sewer Customer Policies
 - 10.2.
- 11. ADJOURN

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April 20, 2026 Regular Meeting Minutes

Original attachment: 20260420 Minutes.pdf

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MAPLETON WATER DISTRICT

Board of Commissioners Regular Meeting Minutes

April 20, 2026 — 5:00 p.m.

Mapleton Lions Club Kitchen

88151 Riverview Avenue, Mapleton, Oregon

Call to Order and Roll Call

Chair West called the regular meeting to order at **5:03 p.m.**

Commissioners Present:

Vanessa West, Chair

Art Donnelly, Vice Chair

Sharon Kelly, Treasurer

Commissioners Absent:

Julie Doran-Lee, Commissioner

Staff Present:

Jordan Walker, Office Administrator

Matt Ferkey, Lead Operator

Guests / Consultants Present:

Tricia Kent, RCAC

Community Members Present:

Steve Elliott

Dustin Basurto

ShirleyMarie Raven

Ray Mader

Steve Elliott

The Pledge of Allegiance was recited.

Introduction of Visitors

Visitors introduced themselves during roll call.

1. Safety Committee Meeting

Chair West opened the safety meeting at approximately **5:05 p.m.**

The Board discussed seasonal safety issues, including checking fire extinguishers and confirming that additional extinguishers had been obtained for work vehicles. Ferkey stated

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that the District needed to work on confined space procedures, including protocols and equipment. Ferkey identified an air tester, blower, and confined space protocols as likely needs.

Chair West asked staff to develop ideas and bring recommendations forward, with the possibility of discussing the issue during employee meetings and presenting recommendations the following month. Elliott stated that the District needed a plan for compliance. Ferkey agreed to work on the issue.

The safety meeting ended at approximately **5:07 p.m.**

2. Approval of Agenda

Vice Chair Donnelly moved to approve the agenda as presented.

Motion: Approve the agenda as presented.

Moved by: Vice Chair Donnelly

Second: Not clearly stated in the transcript

Vote: Chair West, yes; Vice Chair Donnelly, yes; Treasurer Kelly, yes

Result: Motion passed.

3. Consent Agenda

The agenda listed the following consent agenda items:

3.1 Approval of Minutes

3.2 Approval of March Timesheets

3.3 Approval of March Expenditures

Walker noted a correction to the prior meeting minutes, stating that the draft minutes incorrectly listed Walker as seconding a motion. Vice Chair Donnelly moved to approve the consent agenda, including the minutes as amended, timesheets, and expenditures.

Motion: Approve the consent agenda, including the minutes as amended, March timesheets, and March expenditures.

Moved by: Vice Chair Donnelly

Second: Not clearly stated in the transcript

Vote: Chair West, yes; Vice Chair Donnelly, yes; Treasurer Kelly, yes

Result: Motion passed.

4. Discussion Items

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4.1 Resolution 2026-05 to Transfer Funds from Materials and Services within the General Fund to the Riverview Culvert Project Fund

Walker explained that the supplemental budget included \$50,000 for the Riverview Culvert project, including \$40,000 to be reimbursed from the state loan and \$10,000 for related system improvements. Walker stated that the \$10,000 was part of the same loan structure but related to system improvements rather than the culvert project itself.

Treasurer Kelly moved to adopt Resolution 2026-05.

Motion: Adopt Resolution 2026-05 transferring funds from Materials and Services within the General Fund to the Riverview Culvert Project Fund.

Moved by: Treasurer Kelly

Second: The commissioner seconding the motion is not clearly identified in the transcript.

Vote: Chair West, yes; Vice Chair Donnelly, yes; Treasurer Kelly, yes

Result: Motion passed.

4.2 Doran-Lee Resignation

Walker stated that Commissioner Doran-Lee had notified the Board of her resignation and that the Board needed to accept the resignation and officially declare the position vacant.

Treasurer Kelly moved to approve the item, and Vice Chair Donnelly seconded.

Motion: Accept Commissioner Doran-Lee's resignation and declare the position vacant.

Moved by: Treasurer Kelly

Second: Vice Chair Donnelly

Vote: Chair West, yes; Vice Chair Donnelly, yes; Treasurer Kelly, yes

Result: Motion passed.

4.3 Consideration of Steve Elliot for Vacant Board Position

The Board discussed appointing Elliott to a vacant Board position. Walker clarified that the position under consideration was **Position No. 2**, which had previously been held by Nancy, and that the position would be up for election in May 2027. Walker further clarified that this was not the position vacated by Commissioner Doran-Lee.

Vice Chair Donnelly raised concern about whether the proposed appointment related to prior discussions regarding Treasurer Kelly's ability to fulfill Board responsibilities. Treasurer Kelly stated that she was doing better. Chair West stated that the Board still had vacancies and expressed appreciation for anyone willing to serve. Elliott commented that, based on what he observed, Treasurer Kelly appeared improved and able to continue if

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expectations were clear, while also noting that there had been ambiguity regarding responsibilities.

Treasurer Kelly moved to appoint Elliott to vacant Position No. 2. Chair West seconded the motion. Chair West and Treasurer Kelly voted in favor, and Vice Chair Donnelly abstained. Walker stated that the motion failed.

Motion: Appoint Elliott to vacant Board Position 2.

Moved by: Treasurer Kelly

Second: Chair West

Vote: Chair West, yes; Treasurer Kelly, yes; Vice Chair Donnelly, abstain

Result: Motion failed.

4.4 Civil West Contract for Water Storage Facility Improvements

Walker stated that the Civil West contract and engineering scope of services had been posted and that the Board was being asked to authorize Chair West to sign both the engineering scope of services and the contract.

Treasurer Kelly moved to authorize Chair West to sign the Civil West agreements. Vice Chair Donnelly seconded.

Motion: Authorize Chair West to sign the Civil West contract and engineering scope of services for Water Storage Facility Improvements.

Moved by: Treasurer Kelly

Second: Vice Chair Donnelly

Vote: Chair West, yes; Vice Chair Donnelly, yes; Treasurer Kelly, yes

Result: Motion passed.

4.5 IT Service Agreement

Walker explained that the District's prior IT provider no longer provided the same services and that a former employee, Ben Kaufman, was providing services through a different company. Walker stated that the proposed service would be approximately \$90 per month, based on \$30 per workstation, and that the District did not appear to need a recurring support block because it did not use IT support heavily and did not have a server.

Chair West asked how the proposed cost compared to the prior IT cost. Walker stated that the prior cost was approximately \$200 to \$300 per month. Chair West asked whether email accounts and cameras were included. Walker and Ferkey clarified that the proposed agreement related to IT support and managed services and did not include camera monitoring. Ferkey stated that camera storage appeared to be onsite rather than offsite, which Chair West questioned.

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The Board then considered authorization to sign the managed services agreement.

Motion: Authorize the IT managed services agreement to be signed.

Moved by: Vice Chair Donnelly

Second: Treasurer Kelly

Vote: Chair West, yes; Vice Chair Donnelly, yes; Treasurer Kelly, yes

Result: Motion passed.

4.6 Line Locate Agreement

Walker explained that the item before the Board was an estimate rather than a final agreement. Walker stated that if the Board approved the estimate, the vendor would provide an agreement reflecting the estimate.

Chair West stated that she had contacted OAWU regarding the legal requirements for line locating and expressed concern about approving an open-ended amount. Ferkey stated that the District's current locating capacity had failed in the past and that inaccurate locates created liability risk and could create problems for commercial utilities and other entities requesting locates.

Vice Chair Donnelly stated that the Board had discussed the issue at the previous meeting and that approving the estimate would not require the vendor to perform every locate. Vice Chair Donnelly stated that the process would begin creating data points and could reduce the need to call outside contractors in the future.

Chair West stated that she was willing to approve review of the estimate but did not want to approve an open-ended amount. Walker stated that a later agreement would include terms and conditions. Treasurer Kelly seconded the motion.

Motion: Approve the line locate estimate / authorize acknowledgment of the estimate as the first step toward a later agreement.

Moved by: Vice Chair Donnelly

Second: Treasurer Kelly

Vote: Chair West, yes; Vice Chair Donnelly, yes; Treasurer Kelly, yes

Result: Motion passed.

4.7 Employment and Compensation Policies / Legal Counsel

Walker stated that he had spoken with SDIS assistant counsel regarding compensation policies and that SDIS had referred the District to its attorney. Walker stated that there were related issues involving compensation policies and job descriptions, and that he and Vice Chair Donnelly had reached out to OAWU regarding job descriptions. Walker suggested

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that it would be wise for the District to consult with its attorney regarding appropriate direction of Board member and staff time.

Chair West stated that the District should first work with HR Solutions and OAWU, develop a proposal, and then have the attorney review it. Vice Chair Donnelly noted that the Bureau of Labor and Industries sets and enforces employee compensation rules and provides training, and that BOLI and HR Solutions could provide lower-cost support before attorney review. Chair West agreed that the District should use free or low-cost resources first and then obtain legal review to reduce risk.

Walker summarized the direction as proceeding with low- or no-cost resources and then presenting the resulting materials to the attorney for review. The Board agreed to proceed in that manner. No formal action was taken.

Chair West asked to be included in future discussions or meetings on the topic.

4.8 RCAC Rate Study Presentation

Walker introduced Kent from RCAC and stated that she had been assisting the District with the rate study. Kent presented a rate-setting overview.

Kent explained that RCAC provides no-cost technical assistance and that the rate study relates to the financial capacity of the District. Kent discussed the "true cost of water," including operating expenses, non-operating expenses, debt service, capital outlays, and reserve contributions. Kent explained the difference between fixed and variable costs and how those costs relate to base rates and usage rates.

Kent described several types of reserves, including debt service reserves, short-lived asset reserves, operating reserves, emergency reserves, and capital improvement reserves. Vice Chair Donnelly asked for clarification on the difference between short-lived asset reserves and operating expenses. Kent explained that short-lived assets are generally assets with a life of 15 years or less that the District should set money aside to replace.

Walker asked whether having recommended reserves would reduce the District's likelihood of receiving grants or loans. Kent responded that having reserves generally demonstrates fiscal responsibility and does not necessarily make a system less fundable.

Kent discussed the importance of budgeting, multi-year projections, inflation adjustments, asset inventory, and use of budget comparison reports. Kent also stated that rates should be reviewed annually and that incremental adjustments are generally preferable to large rate increases after many years without adjustments.

Chair West noted that she would have to leave and stated that once she left, there would no longer be a quorum. Chair West adjourned the meeting before the full presentation concluded. Kent continued the presentation informally after adjournment for those who remained.

4.9 Sewer Customer Policies

This item was listed on the agenda but was not discussed before adjournment.

4.10 Bridge Street Light Outages

This item was listed on the agenda but was not discussed before adjournment.

4.11 Risk Management

The agenda listed the following subitems:

4.11.1 Job Descriptions

4.11.2 On-call Compensation

4.11.3 Meeting Rules

Chair West and Walker indicated that these issues overlapped with the discussion under Item 4.7, Employment and Compensation Policies / Legal Counsel. The Board did not separately discuss or act on these subitems before adjournment.

4.12 Project Updates

The agenda listed the following subitems:

4.12.1 EPA Rice Road

4.12.2 ECWAG Intake Improvements

4.12.2.1 Coos Bay Rail Line Rights-of-Way

4.12.3 Wastewater Facilities Plan

Chair West and Walker indicated that these items could be skipped due to time constraints. The Board did not discuss or act on these items before adjournment.

5. Business Reports

5.1 Treasurer's Report / Financial Statement

5.2 Billing Report

5.3 Risk Management Report

5.3.1 Public Meetings Training

6. Committee Reports

6.1 Grant Committee

6.2 Emergency Committee

6.3 Finance Committee

6.3.1 Audit FY 2024-25

6.3.2 FY 2026-27 Budget Process

6.4 Operations Committee

6.4.1 Operations Manager Report

6.4.1.1 Staff Meeting Notes

6.4.2 Water System Update

6.4.3 Sewer System Update

6.5 Administration Committee

6.5.1 District Records Project

6.5.2 Rate Study with RCAC

These items were listed on the agenda but were not reached before adjournment.

Before adjournment, Walker asked whether Board members were available for a budget meeting one hour before the following week's meeting. No formal action was taken.

7. Board Reports

This item was listed on the agenda but was not reached before adjournment.

8. Public Comment

This item was listed on the agenda but was not reached before adjournment.

9. Future Items

This item was listed on the agenda but was not reached before adjournment.

10. Adjourn

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Chair West adjourned the meeting at **5:47 p.m.**

Post-Adjournment Informational Discussion

After adjournment, Kent continued the RCAC rate-setting presentation for those who remained. Because the meeting had been adjourned and no quorum remained, this portion was informational only and no Board action was taken.

Kent discussed revenue sources, including operating revenue from base rates, usage rates, late fees, and other fees, as well as non-operating revenue. Kent stated that operating revenue should cover the costs of operating the water system and that grants and loans should not be used to fund ordinary operations. Vice Chair Donnelly noted that grants and loans may be treated as non-operating revenue but are often dedicated or represent liabilities.

Kent discussed rate affordability, median household income, and Business Oregon's income data. Vice Chair Donnelly raised concern that the District needs an accurate picture of customer income in order to balance cost recovery with affordability. Kent stated that an income survey is separate from the rate study and may be useful if the District believes Business Oregon's number is substantially inaccurate.

Kent discussed rate structure, including base rates, usage rates, fixed costs, variable costs, customer classes, meter sizes, tiered rates, and whether any water should be included in the base rate. Walker asked whether the rate study could include a tiered-rate scenario. Kent stated that RCAC could develop that scenario and noted that tiered systems can encourage conservation. Walker stated that the issue may be more about equitability than conservation because higher usage may be financially beneficial to the District. Treasurer Kelly expressed concern that many customers are low-income and may not receive income increases during the year, and stated that the District did not want to raise rates on anyone. Kent clarified that RCAC provides tools and calculations, but the Board decides whether to raise rates.

Vice Chair Donnelly stated that the District has one loan that appears certain and several grant packages in progress that could require loan matches. Vice Chair Donnelly stated that these tools would help the District evaluate whether it can accept future funding opportunities. Vice Chair Donnelly also noted that the District had previously passed on a large grant because the Board felt it could not handle the match, while infrastructure needs remain.

There was also post-adjournment discussion regarding grant funding, Board functioning, staff compensation, on-call obligations, and contingency planning. No action was taken.

April 2026 Timesheets

Original attachment: April Timesheets.pdf

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MAPLETON WATER DISTRICT
TIMESHEET

EMPLOYEE: MATTHEW FERKEY

DATES: April 1st -15th, 2026

DATE:	TASK, ACTIVITIES AND PROJECTS:	HOURS		MILEAGE	
		WATER	SEWER	WATER	SEWER
1st	WTP 9:00-9:30, WTP 3:00-3:30.	1		8	
2nd					
3rd	Employee meeting 9:10-11:04; 12:30-1:00.	2.5			
4th					
5th					
6th	Check intake.	.5		4	
7th	Paperwork; check intake.	2		4	
8th	Check intake; remove meter at RV park.	1.5		4	
9th	Remote start skid; remote stop skid due to alarms.	1			
10th	Employee meeting; meter reading; shutoff notices.	5.5		27	
11th					
12th	Check intake; operations at WTP.	2		4	
13th					
14th					
15th	Remote start; alarm/remote stop; clean PRV and restart; remote stop.	1.5		4	
	TOTAL:	17.5		55	

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MAPLETON WATER DISTRICT
TIMESHEET

EMPLOYEE: JORDAN WALKER

DATES: APRIL 1-15, 2026

DATE:	TASK, ACTIVITIES AND PROJECTS:	HOURS		MILEAGE	
		WATER	SEWER	WATER	SEWER
4/1	Trailer/tank/filter coordination; newsletter; trailer functioning confirmed; print bills.	7			
4/2	Timesheets; notice sent to Brian Smart/BR Hornung; end of month accounting; budget planning.	7.5			
4/3	EPA closeout reminder to Art; Rice Road invoices to EPA; RCAC follow up; staff notes; PFAS results forwarded; payroll; office hours; mail; payments; newsletter.	8			
4/4					
4/5					
4/6	Draft newsletter to Art; OAWU membership fee question re sewer connections; office hours; payments; mail.	8			
4/7	RCAC meeting confirmed/coordination; report/OHA update relayed; sample coordination; end of month accounting.	4			
4/8	Non-payment shutoff/payment arrangement coordination; sewer and trailer samples confirmed submitted; End of Month accounting.	5			
4/9	RCAC financial review attended; meeting-time update coordination; police report/insurance/public notice re bridge lights; staff meeting reminder; accounts payable.	6			
4/10	DSL signature pages sent; QA/QC template request to Florence; shutoff notices sent; board meeting details sent; SOP info follow up; office hours; mail; payments; accounts payable; OPB deposit	8.5		30	
4/11	USDA contract/signature package received and reviewed; EOM accounting.	1			
4/12	NEPA CatEx next steps.	1			
4/13	Electrician estimate request/photos for bridge lights; staff notes distributed; payment arrangement reply sent; mail; payments; office hours.	8			
4/14	SPWF supplement; application materials reviewed; budget review.	4			
4/15	Cemetery water response to Janice; reimbursement/funds transfer; account payable.	2			
	TOTAL:	70		30	

April 2026 Timesheets - page 6 of 6



MAPLETON WATER DISTRICT
TIMESHEET

EMPLOYEE: JORDAN WALKER

DATES: APRIL 16-30, 2026

DATE:	TASK, ACTIVITIES AND PROJECTS:	HOURS		MLEAGE	
		WATER	SEWER	WATER	SEWER
4/16	Customer shutoff/payment coordination; unpaid invoice and overbudget account follow up; analytical lab report forwarded; Rice Road 60% review forwarded; office hours and payments; PWR seminar.	4			
4/17	Staff meeting; Rice Road 60% plan set printing/review coordination; SPWF invitation response; meeting information sent; timesheet review and corrections; accounts payable, OPB deposit, office hours.	8		30	
4/18	Draft agenda review; Grant Committee Report; staff timesheet follow up.	2			
4/19	Board meeting documents prepared/distributed; PRV/skid and shutoff issue monitoring.	2.5			
4/20	Timesheets submitted/reviewed; customer outstanding balance follow up; shutoff/read-log coordination; Verdantas WWFP site visit scheduled; budget worksheet and committee coordination; board meeting preparation/attendance; payroll; office hours; payments/mail.	8.5			
4/21	Sewer facility engineer visit coordination; shutoff and meter replacement coordination; sewer pump/power issue updates; lab report and sewer camera estimate follow up.	5			
4/22	Certification and loan payment schedule work; sewer camera estimate follow up; Lee account/payment arrangement correspondence; CBRL draft; MWD receipt; Customer meter lockout/key coordination.	4			
4/23	EPA grant payment request and extension letter; Budget Committee correspondence; Master Plan/Biz Oregon data; website lead response; Hach order; permit/affidavit coordination; document printing; chlorine purchase.	8			
4/24	Staff meeting; payroll tax follow up; Three Rivers/OREM trailer figures; 10934 Hwy 36 account follow up; operator job description/DRC questions; Hach/chemical order and water plant delivery coordination; mail/payments; flowmeter.	7.5			
4/25	Kamstrup/meter app updates for Coast Road and replacement meters; unread meter coordination.	2			
4/26	Three Rivers application timing/content coordination; RD 442-21 signature follow up; cemetery water/leak issue monitoring.	1.5			
4/27	EPA payment request follow up; negative account balance review; special meeting/work session scheduling and public-meeting notice review; Orchard lockout/tampering follow up; Water Storage Facility Improvements contract/scope routing and signed documents sent; permit and RD 442 forms follow up; mail payments; Sheriff's office follow-up;	8.5			
4/28	Special meeting packet and Zoom link; special meeting; demographic information for grant application; SHPO process notes; Coos Bay operator information; Hach shipment tracking; billing reports.	7.5			
4/29	OREM grant closeout guidance request; storage tank questions; sewer camera scoping firms; water trailer/parts ordering coordination; end-of-month figures for CPA; follow up.	4			
4/30	Three Rivers Foundation grant budget/content finalized and application submitted; project-team introduction; staff training notices reviewed; office supplies and final time follow up; OPB deposit.	8.5		30	
TOTAL:		81.5		60	

April 2026 Expenditures

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Mapleton Water District

Check Detail Report

April 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	DESCRIPTION	CLEARED	AMOUNT
104 OPB Checking 0919 (Main)						
04/02/2026	Check	2029	MATTHEW FERKEY	MARCH MILEAGE (166 MI)	Cleared	-120.35
04/02/2026	Check	2029	MATTHEW FERKEY	MARCH MILEAGE (166 MI)		120.35
04/02/2026	Check	2030	CAMERON FORRETTE	MARCH MILEAGE (157 MI)	Cleared	-113.83
04/02/2026	Check	2030	CAMERON FORRETTE	MARCH MILEAGE WATER (30 MI)		21.75
04/02/2026	Check	2030	CAMERON FORRETTE	MARCH MILEAGE SEWER (127 MI)		92.08
04/02/2026	Check	2031	JORDAN WALKER	MARCH MILEAGE (90 MI)	Cleared	-65.25
04/02/2026	Check	2031	JORDAN WALKER	MARCH MILEAGE (90 MI)		65.25
04/02/2026	Expense			OPB LINE OF CREDIT FEE	Cleared	-175.00
04/02/2026	Expense			OPB LINE OF CREDIT FEE		175.00
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	Pay Period: 03/16/2026-03/31/2026	Uncleared	-900.87
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	Wages(Employer PFML Pick Up Contribution)		6.66
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	Wages(Operations Wages)		1,110.00
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	Employer Taxes		92.41
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	Oregon PERS (MPAT)	Uncleared	67.00
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	Federal Income Tax	Uncleared	0.00
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	Social Security	Uncleared	69.23
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	Social Security Employer	Uncleared	69.23
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	Medicare	Uncleared	16.19
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	Medicare Employer	Uncleared	16.19
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	OR SUI Employer	Uncleared	0.00
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	OR Income Tax	Uncleared	61.92
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	OR Workers' Benefit Fund	Uncleared	0.33
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	OR Workers' Benefit Fund Employer	Uncleared	0.33
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	OR Statewide Transit Tax	Uncleared	1.12
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	OR Paid Family and Medical Leave EE	Uncleared	0.00
04/03/2026	Payroll Check	2026	Matthew A. Ferkey	OR Paid Family and Medical Leave ER	Uncleared	6.66
04/03/2026	Payroll Check	2028	Jordan M. Walker	Pay Period: 03/16/2026-03/31/2026	Uncleared	-1,436.42
04/03/2026	Payroll Check	2028	Jordan M. Walker	Wages(Employer PFML Pick Up Contribution)		11.91
04/03/2026	Payroll Check	2028	Jordan M. Walker	Wages(Administrative Wages)		1,985.63
04/03/2026	Payroll Check	2028	Jordan M. Walker	Employer Taxes		165.52
04/03/2026	Payroll Check	2028	Jordan M. Walker	Oregon PERS (MPAT)	Uncleared	119.85
04/03/2026	Payroll Check	2028	Jordan M. Walker	Federal Income Tax	Uncleared	148.87
04/03/2026	Payroll Check	2028	Jordan M. Walker	Social Security	Uncleared	123.85
04/03/2026	Payroll Check	2028	Jordan M. Walker	Social Security Employer	Uncleared	123.85
04/03/2026	Payroll Check	2028	Jordan M. Walker	Medicare	Uncleared	28.97
04/03/2026	Payroll Check	2028	Jordan M. Walker	Medicare Employer	Uncleared	28.97
04/03/2026	Payroll Check	2028	Jordan M. Walker	OR SUI Employer	Uncleared	0.00
04/03/2026	Payroll Check	2028	Jordan M. Walker	OR Income Tax	Uncleared	136.79
04/03/2026	Payroll Check	2028	Jordan M. Walker	OR Workers' Benefit Fund	Uncleared	0.79
04/03/2026	Payroll Check	2028	Jordan M. Walker	OR Workers' Benefit Fund Employer	Uncleared	0.79
04/03/2026	Payroll Check	2028	Jordan M. Walker	OR Statewide Transit Tax	Uncleared	2.00
04/03/2026	Payroll Check	2028	Jordan M. Walker	OR Paid Family and Medical Leave EE	Uncleared	0.00
04/03/2026	Payroll Check	2028	Jordan M. Walker	OR Paid Family and Medical Leave ER	Uncleared	11.91
04/03/2026	Payroll Check	2027	Cameron J. Forrette	Pay Period: 03/16/2026-03/31/2026	Uncleared	-533.59
04/03/2026	Payroll Check	2027	Cameron J. Forrette	Wages(Employer PFML Pick Up Contribution)		3.72
04/03/2026	Payroll Check	2027	Cameron J. Forrette	Wages(Administrative Wages)		0.00
04/03/2026	Payroll Check	2027	Cameron J. Forrette	Wages(Operations Wages)		157.25
04/03/2026	Payroll Check	2027	Cameron J. Forrette	Wages(Sewer Wages)		462.50
04/03/2026	Payroll Check	2027	Cameron J. Forrette	Employer Taxes		51.72

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TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	DESCRIPTION	CLEARED	AMOUNT
04/03/2026	Payroll Check	2027	Cameron J. Forrette	Federal Income Tax	Uncleared	0.00
04/03/2026	Payroll Check	2027	Cameron J. Forrette	Social Security	Uncleared	38.66
04/03/2026	Payroll Check	2027	Cameron J. Forrette	Social Security Employer	Uncleared	38.66
04/03/2026	Payroll Check	2027	Cameron J. Forrette	Medicare	Uncleared	9.04
04/03/2026	Payroll Check	2027	Cameron J. Forrette	Medicare Employer	Uncleared	9.04
04/03/2026	Payroll Check	2027	Cameron J. Forrette	OR SUI Employer	Uncleared	0.00
04/03/2026	Payroll Check	2027	Cameron J. Forrette	OR Income Tax	Uncleared	41.26
04/03/2026	Payroll Check	2027	Cameron J. Forrette	OR Workers' Benefit Fund	Uncleared	0.30
04/03/2026	Payroll Check	2027	Cameron J. Forrette	OR Workers' Benefit Fund Employer	Uncleared	0.30
04/03/2026	Payroll Check	2027	Cameron J. Forrette	OR Statewide Transit Tax	Uncleared	0.62
04/03/2026	Payroll Check	2027	Cameron J. Forrette	OR Paid Family and Medical Leave EE	Uncleared	0.00
04/03/2026	Payroll Check	2027	Cameron J. Forrette	OR Paid Family and Medical Leave ER	Uncleared	3.72
04/03/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Cleared	-989.59
04/03/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Uncleared	989.59
04/07/2026	Expense		NMI	ACH TRANSACTION FEES	Cleared	-53.33
04/07/2026	Expense		NMI	ACH TRANSACTION FEES		53.33
04/10/2026	Expense		Verizon	CELL/TABLET SERVICE	Cleared	-101.63
04/10/2026	Expense		Verizon	CELL/TABLET SERVICE		101.63
04/13/2026	Check	2032	OREGON ENVIRONMENTAL SOLUTIONS LLC	INVOICE# 0402 - MARCH 2026 SERVICES PER CONTRACT	Uncleared	-1,200.00
04/13/2026	Check	2032	OREGON ENVIRONMENTAL SOLUTIONS LLC	INVOICE# 0402 - MARCH 2026 SERVICES PER CONTRACT		1,200.00
04/13/2026	Check	2033	H2O SYSTEM ADMINISTRATORS, LLC	INVOICE# 2607	Cleared	-700.00
04/13/2026	Check	2033	H2O SYSTEM ADMINISTRATORS, LLC	INVOICE# 2607		700.00
04/13/2026	Check	2034	EMERALD POOL & PATIO	INVOICE# 689238-1, 691138-1	Cleared	-3,087.17
04/13/2026	Check	2034	EMERALD POOL & PATIO	INVOICE# 689238-1 - SODA ASH		1,014.96
04/13/2026	Check	2034	EMERALD POOL & PATIO	INVOICE# 691138-1 - SODA ASH		2,072.21
04/13/2026	Check	2035	ANALYTICAL LABORATORY GROUP	3/31/2026 STATEMENT BALANCE	Cleared	-1,125.00
04/13/2026	Check	2035	ANALYTICAL LABORATORY GROUP	INVOICE# 181566		107.00
04/13/2026	Check	2035	ANALYTICAL LABORATORY GROUP	INVOICE# 181836		116.00
04/13/2026	Check	2035	ANALYTICAL LABORATORY GROUP	INVOICE# 180838		461.00
04/13/2026	Check	2035	ANALYTICAL LABORATORY GROUP	INVOICE# 181170		441.00
04/13/2026	Check	2036	B.R. HORNUNG, CPA, PC	INVOICE# 3084	Cleared	-1,310.00
04/13/2026	Check	2036	B.R. HORNUNG, CPA, PC	INVOICE# 3084		1,200.00
04/13/2026	Check	2036	B.R. HORNUNG, CPA, PC	QUICKBOOKS SUBSCRIPTION		110.00

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Mapleton Water District

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TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	DESCRIPTION	CLEARED	AMOUNT
04/13/2026	Check	2041	CIVIL WEST ENGINEERING SERVICES, INC.	INVOICE# 251703, 251704, 251532, 251705	Cleared	-24,545.06
04/13/2026	Check	2041	CIVIL WEST ENGINEERING SERVICES, INC.	INVOICE# 251845 - FUNDING SUPPORT		539.00
04/13/2026	Check	2041	CIVIL WEST ENGINEERING SERVICES, INC.	INVOICE# 251705 - WASTEWATER FACILITY PLAN		4,891.75
04/13/2026	Check	2041	CIVIL WEST ENGINEERING SERVICES, INC.	INVOICE# 251847, 251739, 251456, 251230, 251035, 1008001 - RICE ROAD IMPROVEMENTS		19,114.31
04/13/2026	Check	2037	AMERICAN BUSINESS SOFTWARE	INVOICE# 146796, 146797	Cleared	-134.30
04/13/2026	Check	2037	AMERICAN BUSINESS SOFTWARE	INVOICE# 146796		89.00
04/13/2026	Check	2037	AMERICAN BUSINESS SOFTWARE	INVOICE# 146797		45.30
04/13/2026	Check	2038	OREGON ASSOCIATION OF WATER UTILITIES	MEMBERSHIP RENEWAL	Cleared	-220.15
04/13/2026	Check	2038	OREGON ASSOCIATION OF WATER UTILITIES	MEMBERSHIPT RENEWAL		85.00
04/13/2026	Check	2038	OREGON ASSOCIATION OF WATER UTILITIES	PER CONNECTION FEE (255 CONNECTIONS)		135.15
04/13/2026	Check	2039	SIUSLAW OUTREACH SERVICES	JAN - MAR 2026 MWDAF DONATIONS	Cleared	-170.80
04/13/2026	Check	2039	SIUSLAW OUTREACH SERVICES	JAN - MAR 2026 MWDAF DONATIONS		110.40
04/13/2026	Check	2039	SIUSLAW OUTREACH SERVICES	MARCH 2026 MATCHING DONATION		-60.40
04/13/2026	Check	2040	CENTRAL LINCOLN PUD	ACCT# *****5000, 247985001, 247985006, 247985008, 247985003, 247985007	Cleared	-2,002.31
04/13/2026	Check	2040	CENTRAL LINCOLN PUD	ACCT# *****5000		1,094.26
04/13/2026	Check	2040	CENTRAL LINCOLN PUD	ACCT# *****5001		125.53
04/13/2026	Check	2040	CENTRAL LINCOLN PUD	ACCT# *****5003		32.00
04/13/2026	Check	2040	CENTRAL LINCOLN PUD	ACCT# *****5006		530.58
04/13/2026	Check	2040	CENTRAL LINCOLN PUD	ACCT# *****5007		32.00
04/13/2026	Check	2040	CENTRAL LINCOLN PUD	SEWER - ACCT# *****5008		187.94
04/14/2026	Expense		STARLINK	WTP INTERNET	Cleared	-50.00
04/14/2026	Expense		STARLINK	WTP INTERNET		50.00
04/14/2026	Expense		HYAK	PURCHASE 04-13 PY *Hyak 541-9025 POINT OF SALE DEBIT PURCHASE 04-13 PY *Hyak 541-9025101, OR VNT 3838	Cleared	-258.06
04/14/2026	Expense		HYAK	PURCHASE 04-13 PY *Hyak 541-9025 POINT OF SALE DEBIT PURCHASE 04-13 PY *Hyak 541-9025101, OR VNT 3838		118.00

Sunday, May 17, 2026 07:13 PM GMTZ

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Mapleton Water District

Check Detail Report

April 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	DESCRIPTION	CLEARED	AMOUNT
04/14/2026	Expense		HYAK	PURCHASE 04-13 PY *Hyak 541-9025 POINT OF SALE DEBIT PURCHASE 04-13 PY *Hyak 541-9025101, OR VNT 3838		140.00
04/16/2026	Expense		DIAMOND MAPS	MONTHLY FEE	Cleared	-20.00
04/16/2026	Expense		DIAMOND MAPS	MONTHLY FEE		20.00
04/17/2026	Check	2042	LANE COUNTY PUBLIC WORKS	INVOICE# PWA00012778 - RIVERVIEW CULVERT RELOCATION	Cleared	-
04/17/2026	Check	2042	LANE COUNTY PUBLIC WORKS	INVOICE# PWA00012778 - RIVERVIEW CULVERT RELOCATION		40,000.00
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	Pay Period: 03/16/2026-04/15/2026	Uncleared	-799.20
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	Wages(Employer PFML Pick Up Contribution)		8.50
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	Wages(Wage Dispute)		1,416.67
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	Employer Taxes		117.53
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	Child Support	Uncleared	430.00
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	Oregon PERS (MPAT)	Uncleared	85.51
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	Federal Income Tax	Uncleared	0.00
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	Social Security	Uncleared	88.36
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	Social Security Employer	Uncleared	88.36
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	Medicare	Uncleared	20.67
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	Medicare Employer	Uncleared	20.67
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	OR SUI Employer	Uncleared	0.00
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	OR Income Tax	Uncleared	0.00
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	OR Statewide Transit Tax	Uncleared	1.43
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	OR Paid Family and Medical Leave EE	Uncleared	0.00
04/20/2026	Payroll Check	2046	Joseph Rochon (Ee)	OR Paid Family and Medical Leave ER	Uncleared	8.50
04/20/2026	Payroll Check	2047	Jordan M. Walker	Pay Period: 04/01/2026-04/15/2026	Uncleared	-1,161.47
04/20/2026	Payroll Check	2047	Jordan M. Walker	Wages(Employer PFML Pick Up Contribution)		9.45
04/20/2026	Payroll Check	2047	Jordan M. Walker	Wages(Administrative Wages)		1,575.00
04/20/2026	Payroll Check	2047	Jordan M. Walker	Employer Taxes		131.28
04/20/2026	Payroll Check	2047	Jordan M. Walker	Oregon PERS (MPAT)	Uncleared	95.07
04/20/2026	Payroll Check	2047	Jordan M. Walker	Federal Income Tax	Uncleared	99.30
04/20/2026	Payroll Check	2047	Jordan M. Walker	Social Security	Uncleared	98.23
04/20/2026	Payroll Check	2047	Jordan M. Walker	Social Security Employer	Uncleared	98.23
04/20/2026	Payroll Check	2047	Jordan M. Walker	Medicare	Uncleared	22.97
04/20/2026	Payroll Check	2047	Jordan M. Walker	Medicare Employer	Uncleared	22.97
04/20/2026	Payroll Check	2047	Jordan M. Walker	OR SUI Employer	Uncleared	0.00
04/20/2026	Payroll Check	2047	Jordan M. Walker	OR Income Tax	Uncleared	105.20
04/20/2026	Payroll Check	2047	Jordan M. Walker	OR Workers' Benefit Fund	Uncleared	0.63
04/20/2026	Payroll Check	2047	Jordan M. Walker	OR Workers' Benefit Fund Employer	Uncleared	0.63
04/20/2026	Payroll Check	2047	Jordan M. Walker	OR Statewide Transit Tax	Uncleared	1.58
04/20/2026	Payroll Check	2047	Jordan M. Walker	OR Paid Family and Medical Leave EE	Uncleared	0.00
04/20/2026	Payroll Check	2047	Jordan M. Walker	OR Paid Family and Medical Leave ER	Uncleared	9.45
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	Pay Period: 04/01/2026-04/15/2026	Uncleared	-430.98
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	Wages(Employer PFML Pick Up Contribution)		3.15
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	Wages(Operations Wages)		525.00
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	Employer Taxes		43.72
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	Oregon PERS (MPAT)	Uncleared	31.69
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	Federal Income Tax	Uncleared	0.00
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	Social Security	Uncleared	32.75
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	Social Security Employer	Uncleared	32.75
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	Medicare	Uncleared	7.66
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	Medicare Employer	Uncleared	7.66
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	OR SUI Employer	Uncleared	0.00
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	OR Income Tax	Uncleared	24.38

Sunday, May 17, 2026 07:13 PM GMTZ

4/6

April 2026 Expenditures - page 5 of 6

Mapleton Water District

Check Detail Report

April 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	DESCRIPTION	CLEARED	AMOUNT
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	OR Workers' Benefit Fund	Uncleared	0.16
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	OR Workers' Benefit Fund Employer	Uncleared	0.16
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	OR Statewide Transit Tax	Uncleared	0.53
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	OR Paid Family and Medical Leave EE	Uncleared	0.00
04/20/2026	Payroll Check	2044	Matthew A. Ferkey	OR Paid Family and Medical Leave ER	Uncleared	3.15
04/20/2026	Payroll Check	2045	Cameron J. Forrette	Pay Period: 04/01/2026-04/15/2026	Uncleared	-525.81
04/20/2026	Payroll Check	2045	Cameron J. Forrette	Wages(Employer PFML Pick Up Contribution)		3.66
04/20/2026	Payroll Check	2045	Cameron J. Forrette	Wages(Administrative Wages)		0.00
04/20/2026	Payroll Check	2045	Cameron J. Forrette	Wages(Operations Wages)		157.25
04/20/2026	Payroll Check	2045	Cameron J. Forrette	Wages(Sewer Wages)		453.25
04/20/2026	Payroll Check	2045	Cameron J. Forrette	Employer Taxes		50.94
04/20/2026	Payroll Check	2045	Cameron J. Forrette	Federal Income Tax	Uncleared	0.00
04/20/2026	Payroll Check	2045	Cameron J. Forrette	Social Security	Uncleared	38.08
04/20/2026	Payroll Check	2045	Cameron J. Forrette	Social Security Employer	Uncleared	38.08
04/20/2026	Payroll Check	2045	Cameron J. Forrette	Medicare	Uncleared	8.90
04/20/2026	Payroll Check	2045	Cameron J. Forrette	Medicare Employer	Uncleared	8.90
04/20/2026	Payroll Check	2045	Cameron J. Forrette	OR SUI Employer	Uncleared	0.00
04/20/2026	Payroll Check	2045	Cameron J. Forrette	OR Income Tax	Uncleared	40.46
04/20/2026	Payroll Check	2045	Cameron J. Forrette	OR Workers' Benefit Fund	Uncleared	0.30
04/20/2026	Payroll Check	2045	Cameron J. Forrette	OR Workers' Benefit Fund Employer	Uncleared	0.30
04/20/2026	Payroll Check	2045	Cameron J. Forrette	OR Statewide Transit Tax	Uncleared	0.61
04/20/2026	Payroll Check	2045	Cameron J. Forrette	OR Paid Family and Medical Leave EE	Uncleared	0.00
04/20/2026	Payroll Check	2045	Cameron J. Forrette	OR Paid Family and Medical Leave ER	Uncleared	3.66
04/20/2026	Expense		USPS	POSTAGE	Cleared	-179.90
04/20/2026	Expense		USPS	POSTAGE		179.90
04/21/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Cleared	-935.67
04/21/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Uncleared	935.67
04/22/2026	Expense		Adobe	ADOBE SUBSCRIPTION	Cleared	-347.76
04/22/2026	Expense		Adobe	ADOBE SUBSCRIPTION		347.76
04/23/2026	Expense		Amazon	PRINTER INK/PAINTERS TAPE FOR DOORHANGERS	Cleared	-233.36
04/23/2026	Expense		Amazon	PRINTER INK/PAINTERS TAPE FOR DOORHANGERS		233.36
04/27/2026	Expense		BUCKS SANITARY SERVICE	PURCHASE 04-24 BUCKS SANITARY SE POINT OF SALE DEBIT PURCHASE 04-24 BUCKS SANITARY SERVICE 541-3423905, OR VNT 3838	Cleared	-119.70
04/27/2026	Expense		BUCKS SANITARY SERVICE	PURCHASE 04-24 BUCKS SANITARY SE POINT OF SALE DEBIT PURCHASE 04-24 BUCKS SANITARY SERVICE 541-3423905, OR VNT 3838		119.70
04/27/2026	Expense		IRRIGATION KING	FLOWMETER FOR STP	Cleared	-1,930.08
04/27/2026	Expense		IRRIGATION KING	FLOWMETER FOR STP	Uncleared	1,930.08
04/27/2026	Expense		OREGON PERS (FYE26)	EMPLOYER CONTRB MAPLETON WATER D ACH WITHDRAWAL EMPLOYER CONTRB MAPLETON WATER DISTRIC ACH DEBIT PERS CNTRB 02597	Cleared	-399.12
04/27/2026	Expense		OREGON PERS (FYE26)	EMPLOYER CONTRB MAPLETON WATER D ACH WITHDRAWAL EMPLOYER CONTRB MAPLETON WATER DISTRIC ACH DEBIT PERS CNTRB 02597		399.12
04/27/2026	Expense		OREGON PERS (FYE26)	EMPLOYER CONTRB MAPLETON WATER D ACH WITHDRAWAL EMPLOYER CONTRB MAPLETON WATER DISTRIC ACH DEBIT PERS CNTRB 02597	Cleared	-1,456.11
04/27/2026	Expense		OREGON PERS (FYE26)	EMPLOYER CONTRB MAPLETON WATER D ACH WITHDRAWAL EMPLOYER CONTRB MAPLETON WATER DISTRIC ACH DEBIT PERS CNTRB 02597		1,456.11
04/29/2026	Expense		Ebay	PH BUFFER SOLUTION	Cleared	-153.13
04/29/2026	Expense		Ebay	PH BUFFER SOLUTION		153.13

April 2026 Expenditures - page 6 of 6

Mapleton Water District

Check Detail Report

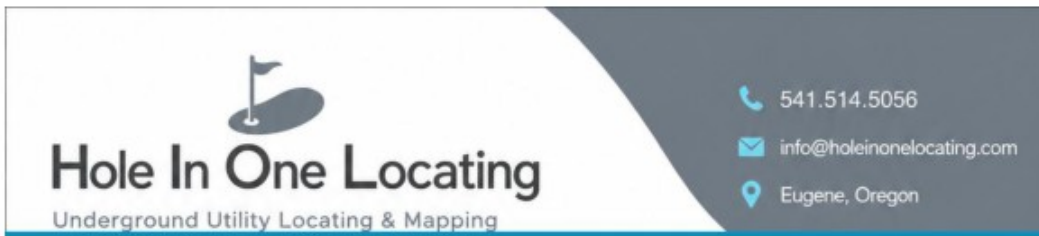
April 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	DESCRIPTION	CLEARED	AMOUNT
04/29/2026	Expense		LANE COUNTY PUBLIC WORKS	PURCHASE 04-28 PUBLIC WORKS LAND POINT OF SALE DEBIT PURCHASE 04-28 PUBLIC WORKS LAND MANG 541-6823656, OR VNT 3838	Cleared	-182.24
04/29/2026	Expense		LANE COUNTY PUBLIC WORKS	PURCHASE 04-28 PUBLIC WORKS LAND POINT OF SALE DEBIT PURCHASE 04-28 PUBLIC WORKS LAND MANG 541-6823656, OR VNT 3838	Uncleared	182.24
100 OPB Checking 1559						
04/17/2026	Check	1003	CIVIL WEST ENGINEERING SERVICES, INC.	INVOICE# 251846 - ECWAG IMPROVEMENTS	Cleared	-3,848.00
04/17/2026	Check	1003	CIVIL WEST ENGINEERING SERVICES, INC.	INVOICE# 251846 - ECWAG IMPROVEMENTS		3,848.00

Hole In One Locating Agreement

Original attachment: Hole In One Locating_Mapleton Water District_Sewer ^0 Water_Contract 200_05.11.26.pdf

Hole In One Locating Agreement - page 1 of 6



Buried Utility Locating Agreement #200

This BURIED UTILITY LOCATING AGREEMENT (the "Agreement") is entered into between Mapleton Water District (the "District") and Hole In One Locating ("Hole In One"), P.O. Box 686, Veneta, Oregon 97487.

1. Services

1.1 Contract Dates

This Agreement shall become effective on the first business day following full execution by both parties and shall remain in effect through December 31, 2026.

1.2 Service Area

Hole In One Locating will provide buried utility locating services for Mapleton Water District-owned water and sewer facilities within the District's service area. The District represents that it has authority to enter into this Agreement.

1.3 Service Date

In response to notifications received through the Oregon Utility Notification Center (Oregon 811), Hole In One Locating shall respond to and complete utility marking within two (2) business days of the ticket being assigned by the District, provided the assignment occurs prior to the Oregon 811 ticket due date. Hole In One Locating's service obligation and response timeframe shall be measured from the date and time of assignment, not from the original 811 notification date.

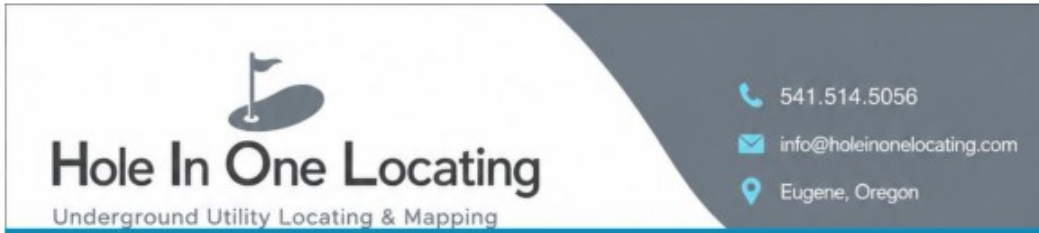
1.4 Services Provided

Hole In One Locating will locate and mark District-owned water and sewer facilities only. Because tracer wire is generally not present, Hole In One Locating will use best efforts to identify facilities using available records and advanced locating technologies.

1.5 Equipment Used

Services may be performed using standard electromagnetic locating equipment, Ground Penetrating Radar (GPR), All Materials Locator (AML), acoustic locating equipment, and other specialized tools, together with District-provided maps and records.





1.6 Limited Services

The District requests that Hole In One Locating locate and mark only Mapleton Water District-owned water and sewer facilities and no other buried utilities.

- The District retains sole discretion regarding which Oregon 811 tickets are assigned to Hole In One Locating.
- Hole In One Locating shall have no obligation to respond to any ticket until expressly assigned by the District.
- Tickets assigned after 5:00 p.m. shall be deemed assigned on the next business day.
- 'Business day' means any 24-hour day other than Saturday, Sunday, or federal or state legal holidays.
- Tickets assigned on or after the Oregon 811 due date, or with insufficient lead time to reasonably schedule work, shall not be considered late or non-compliant under this Agreement.

1.7 Validity of Markings

All markings shall be completed in accordance with applicable provisions of the Oregon Standards Manual and OAR 952, governing marking methods, color codes, and tolerance zones.

2. Termination

2.1 Termination for Violation of this Agreement

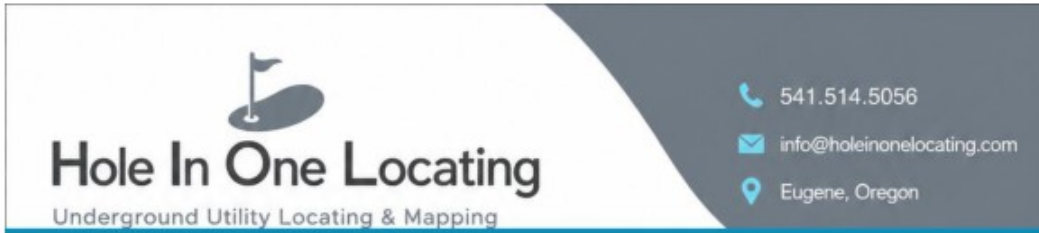
Should the District breach any term of this Agreement, Hole In One Locating may terminate this Agreement upon written notice. The District shall have five (5) business days to cure the breach, except in cases of material breach, where termination may be immediate. The District shall pay Hole In One Locating for all services performed prior to termination.

3. District Obligations

3.1 Oregon Utility Notification Center

The District shall maintain an active membership with the Oregon Utility Notification Center ("Oregon 811") and shall keep its area of coverage current in accordance with applicable Oregon law. The District shall add Hole In One Locating as an authorized contract locator within its Oregon 811 account so that Oregon 811 ticket notifications for assigned tickets are sent to info@holeinonelocating.com and marking concerns are directed to **541-514-5056**. The District shall also use info@holeinonelocating.com to notify Hole In One Locating when a ticket has been approved and assigned for service. Hole In One Locating shall have the ability to post Positive Response updates and comments directly within the Oregon 811 system for all assigned tickets.





3.2 Positive Response and Ticket Assignment

The District retains sole discretion regarding which Oregon 811 tickets are assigned to Hole In One Locating. Upon receipt of an Oregon 811 ticket, the District shall promptly review the ticket and notify Hole In One Locating whether the ticket has been approved for assignment. Because Oregon law generally requires operators to complete utility marking within two (2) business days of notification, and because Hole In One Locating requires the full two (2) business-day notification period to schedule and complete work, any delay by the District in approving and assigning a ticket may result in the ticket becoming overdue through no fault of Hole In One Locating. Tickets assigned on or after the Oregon 811 due date, or with insufficient lead time to reasonably schedule work, shall not be considered late or non-compliant under this Agreement.

Upon assignment of a ticket by the District, Hole In One Locating shall be responsible for responding to the assigned ticket and updating ticket status, comments, and completion information through the Oregon 811 Positive Response system in accordance with applicable Oregon Dig Law.

3.3 Mapping

The District shall provide the most current maps and utility records available to support locating activities.

4. Payment Terms

4.1 Pay Rate

The District shall pay Hole In One Locating as follows:

- \$150.00 per utility line (water or sewer) for each 250 linear feet located and marked.
- \$150.00 for each additional 250 linear feet per utility line.
- \$150.00 trip charge when no District-owned utilities are present within the ticket area.

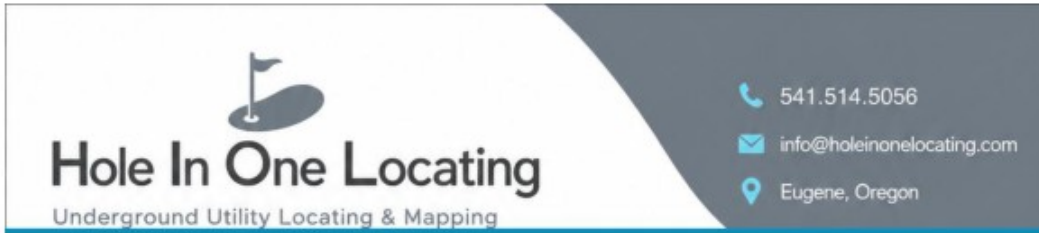
Water and sewer shall be billed separately when both are present within the same ticket area.

4.2 Invoice

Hole In One Locating will invoice monthly for services completed during the preceding month and will include a list of tickets serviced. Payment is due in full within fifteen (15) days of the invoice date. Any balance not paid within fifteen (15) days may accrue interest at 1.5% per month.

5. Relationship Between the Parties





5.1 Independent Contractor

Hole In One Locating is an independent contractor and not an employee of the District. The District does not control the means or methods by which Hole In One Locating performs the Services.

6. Limitation of Liability

6.1 Insurance Coverage

Hole In One Locating maintains insurance coverage as follows:

- Commercial General Liability: \$2,000,000 per occurrence / \$4,000,000 aggregate
- Commercial Auto Liability: \$2,000,000 combined single limit
- Professional Liability (Errors & Omissions): \$3,000,000 per occurrence

6.2 Procedure in Case of Damage to Utility

Should damage to a utility occur during excavation and Hole In One Locating is suspected to be the liable party, the District shall notify Hole In One Locating by telephone at **541-514-5056** within two (2) hours of discovery of the damage. The District shall leave the damaged utility exposed at the point of damage and preserve all relevant evidence to allow Hole In One Locating a reasonable opportunity to investigate the incident before repairs are completed, except where immediate repairs are necessary to protect public safety or restore essential service.

The District shall be responsible for arranging and performing any repairs. If, after investigation, Hole In One Locating is found to have been negligent, Hole In One Locating's liability shall be limited to direct repair costs only and shall not exceed the applicable limits of Hole In One Locating's insurance coverage. Hole In One Locating shall not be liable for consequential, incidental, or indirect damages, including lost profits, business interruption, regulatory penalties, or claims by third parties.

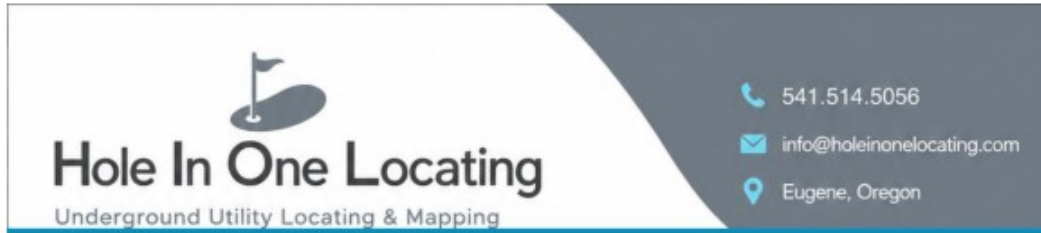
6.3 Dispute Resolution

In the event of a dispute regarding liability, the parties agree to first attempt to resolve the matter through good-faith discussions before pursuing legal remedies.

6.4 Indemnification

The District agrees to defend, indemnify, and hold Hole In One Locating harmless from any claims, damages, or losses arising from this Agreement, except to the extent caused by the proven negligence or willful misconduct of Hole In One Locating.





7. Miscellaneous Provisions

7.1 Attorney Fees

In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

7.2 District's Agents

The term 'District' includes the District's agents, employees, representatives, and assigns.

7.3 Amendment

This Agreement may be amended only by a written instrument signed by both parties.

7.4 Choice of Law and Venue

This Agreement shall be governed by the laws of the State of Oregon. Venue for any dispute shall be in the Circuit Court for Lane County, Oregon.

7.5 No Third-Party Beneficiaries

This Agreement is intended solely for the benefit of the parties and creates no rights in any third party.

7.6 Signatures

This Agreement may be executed in counterparts, and electronic signatures shall have the same force and effect as original signatures.

7.7 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.8 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings, whether written or oral.





Hole In One Locating
Underground Utility Locating & Mapping

541.514.5056
info@holeinonelocating.com
Eugene, Oregon

IN WITNESS WHEREOF, the parties have executed this Agreement.

HOLE IN ONE LOCATING	MAPLETON WATER DISTRICT
Printed Name: <u>Rocky Stewart</u>	Printed Name: _____
Title: <u>Founder & President</u>	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____



WE FIND WHAT
OTHERS MISS

holeinonelocating.com

Coos Bay Rail Line Underground Utility License Agreement CBR702.99MWD

Original attachment: MP702.99 Mapleton Water District CBR702.99MWD.pdf

Coos Bay Rail Line Underground Utility License Agreement CBR702.99MWD - page 1 of 11

UNDERGROUND UTILITY LICENSE AGREEMENT CBR702.99MWD

This Agreement (hereinafter "**Agreement**") made this 5th day of May 2026 (the "**Effective Date**") by and between **OREGON INTERNATIONAL PORT OF COOS BAY**, its successors, assigns or affiliated companies (hereinafter "**LICENSOR**" or "**RAILROAD**"), whose address is 125 West Central Avenue, Suite 300, Coos Bay, OR 97420, and **MAPLETON WATER DISTRICT** (hereinafter "**LICENSEE**") whose address is 88151 Riverview Avenue, Mapleton OR 97453.

WITNESSETH:

For valuable consideration as outlined herein, the receipt of which is hereby acknowledged, LICENSOR hereby conveys to LICENSEE a license (hereinafter "**Occupancy**") under LICENSOR'S property as indicated below.

Multiple utility crossing at LICENSOR'S property, including an 8" underground water line at or about MP 702.99, a 3" underground water line at or about MP 703.5, a 3" underground water line at or about MP 703.7, an 8" underground water line at or about MP 703.8, a 3" underground water line at or about MP 704.61, a 12" underground water line at or about MP 705.2, a 3" underground water line at or about MP 705.55, a 3" underground water line at or about MP 705.6, and a 3" underground water line at or about MP 706.1, near the city of Mapleton, County of Lane, State of Oregon. Said Occupancy is further described in the attached **Exhibit "A"**, attached hereto and incorporated herein ("**LICENSEE'S Facilities**"). Notwithstanding any other provision of this Agreement, LICENSEE'S Facilities are subordinated to all matters of record and LICENSEE hereby acknowledges the title of LICENSOR in and to the property described in this agreement and agrees never to assail or resist said title. Additionally, LICENSOR reserves the right to use the area below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.

THE UNDERSIGNED AGREES that the continuation of the Occupancy and use herein shall be subject to the following conditions, the default upon same could cause LICENSOR, its successors or assigns, to terminate this Agreement and to order the removal of LICENSEE'S Facilities and Occupancy for any and all costs at LICENSEE'S expense. The conditions are as follows:

1. Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an annual fee of \$0 (zero dollars) with the effective with the date of this License. RAILROAD has waived, and LICENSEE shall not be required to pay, the application fees of \$1,200 (one thousand two hundred dollars) and the expedited processing fees of \$1,000 (one thousand dollars) for each crossing.

Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided. Provided, however, this Agreement may be canceled by RAILROAD by written notice to LICENSEE upon determination by RAILROAD, in RAILROAD's sole discretion, that LICENSEE is not in compliance with any of the terms herein.

2. In the event that the use as set forth above is (1) materially changed (2) terminated or (3) LICENSEE'S Facilities are removed, this Agreement shall automatically terminate.
3. This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.
4. LICENSOR shall not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.
5. LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND LICENSOR, AND ITS RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY AND ALL ACTIONS AT LAW, CLAIMS, DEMANDS, LOSSES, DAMAGES, SUITS, FINES, PENALTIES, BY LICENSEE OR ANY OTHER PARTY TO RECOVER ACTUAL OR PUNITIVE DAMAGES FOR DEATH, BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM LICENSEE'S ACTIVITIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE SUBSEQUENT USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON.

THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT LICENSOR SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE

Coos Bay Rail Line Underground Utility License Agreement CBR702.99MWD - page 2 of 11

UNDERGROUND UTILITY LICENSE AGREEMENT CBR702.99MWD

ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS LICENSOR FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.

6. LICENSEE shall name LICENSOR, and its officers, directors and employees, as additional insured for all risks, (including, if applicable, fire and explosion) due to LICENSEE'S crossing(s), in an amount not less than Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate liability and, prior to any construction project, a policy of Railroad Protective Liability Insurance in the amount of Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate. Each policy shall be endorsed to provide a minimum of 10 days advance notice of cancellation to said additional insured. LICENSEE shall furnish a certified policy of insurance prior to the construction period. Said coverage shall remain in force for the duration of this Agreement. Provided, however, LICENSOR may require increases in liability coverage to equal or exceed LICENSOR'S own level of liability coverage, having regard for the circumstances. LICENSOR shall further have the right to approve the Carrier furnishing such coverage. Evidence satisfactory to LICENSOR'S General Counsel of LICENSEE'S authorized self-insurance program capable of providing for such limits, will be accepted in lieu of a policy from a commercial carrier. This clause shall not serve in any way to limit LICENSEE'S liability to the amounts of insurance required. The form, substance and limits of said insurance policy shall be subject to the approval of RAILROAD and shall be in compliance with the provisions contained in the Exhibit "B" attached hereto and made a part hereof by this reference.
7. If required by LICENSOR, LICENSEE at its sole cost and expense, shall, upon completion of the construction and installation of said LICENSEE'S Facilities, furnish LICENSOR with a survey drawing, showing the final exact location of said Occupancy as constructed. The survey drawing shall indicate LICENSOR'S survey valuation station which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the center line of the track and/or the centerline of the closest public street crossing said track(s). LICENSEE has provided a map of the Mapleton Water District Existing Distribution System and Study Area, attached hereto as Exhibit "A" and incorporated herein.
8. LICENSEE'S Facilities shall be installed and maintained to the satisfaction and approval of LICENSOR'S Engineer and LICENSEE hereby agrees to reimburse LICENSOR for any and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time, within thirty (30) days after receipt of LICENSOR'S invoice for payment.
9. LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.
10. In the event LICENSEE shall at any time desire to make changes in the physical or operational characteristics of said Occupancy, LICENSEE shall first secure in writing, the consent and approval of LICENSOR. All renewals, changes or additional construction after LICENSEE'S Facilities have initially been constructed, shall be authorized only after an additional RIGHT OF ENTRY AGREEMENT is approved and executed by LICENSOR. LICENSEE agrees that such changes shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants, conditions and limitation of this Agreement.
11. No other use shall be made by anyone under, across, upon and/or over the Occupancy herein described, without obtaining the prior written permission of LICENSOR, its successors or assigns; LICENSOR shall have any and all access as it deems appropriate to operate, maintain or use thereof on LICENSOR property.
12. This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S sole risk and expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE. Said restoration shall include, but not be limited to, any and all harm, damage or injury done to LICENSOR'S property and/or to any other public or private property by acts or occurrences subject to Federal, State or local environmental enforcement or regulatory jurisdiction, and shall include necessary and appropriate testing and cleanup. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

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- 13. Upon termination of this Agreement and Occupancy for any reason, all structures and alterations shall be removed from LICENSOR'S property and said property shall be returned to a physically and environmentally whole condition to the satisfaction of LICENSOR'S designated Officer or Representative, all at the sole cost and expense of LICENSEE. LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities, require LICENSEE to conduct and fund any/all environmental appraisal, report and mitigation of the property formerly occupied by LICENSEE'S Facilities, all reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by said Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE. This clause shall survive termination of this Agreement.
- 14. LICENSEE agrees that any installation, maintenance, renewing or removal provisions referenced in this Agreement, covers only the requirements and/or specifications of installation, maintenance, renewing or removal. Any said reference shall not be construed as LICENSOR'S permission or authority for LICENSEE to enter LICENSOR'S property without first obtaining a RIGHT OF ENTRY AGREEMENT from LICENSOR, and fulfilling the requirements contained therein.
- 15. Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____ 2026.

**LICENSOR:
OREGON INTERNATIONAL PORT OF COOS BAY**

Signed: _____
By Lanelle Comstock, Chief Executive Officer

**LICENSEE:
MAPLETON WATER DISTRICT**

Signed: _____

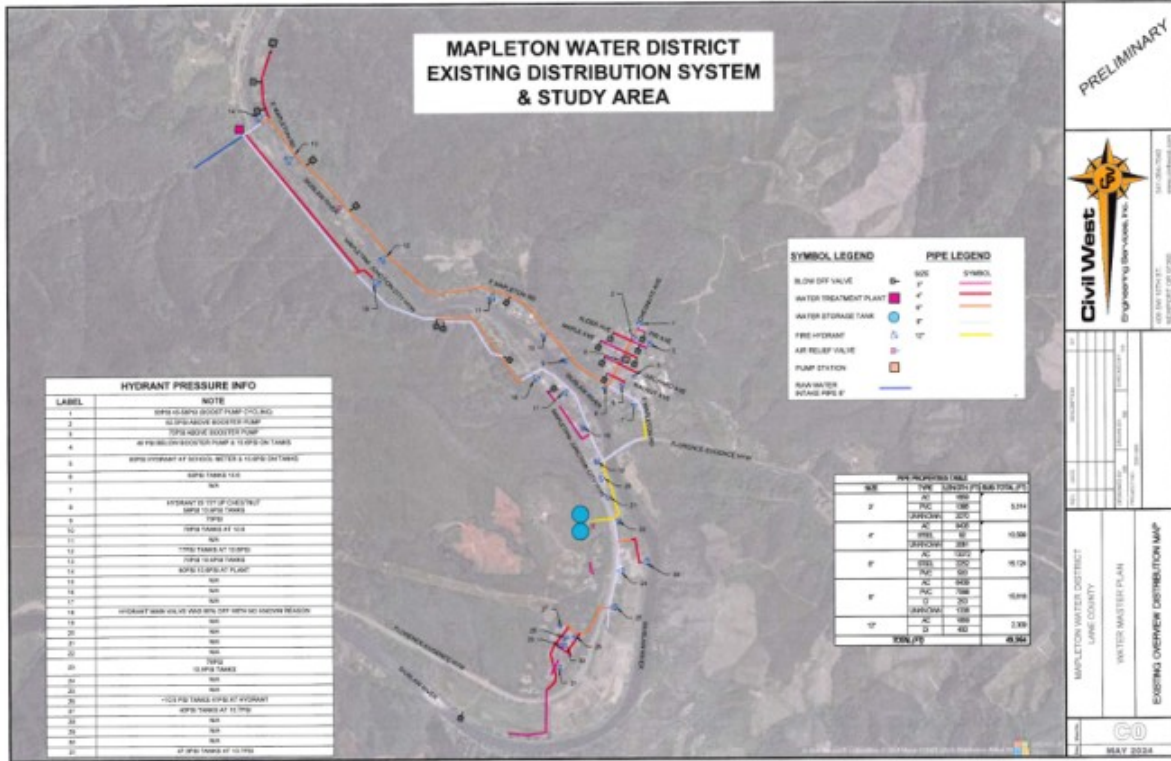
Name: _____

Title: _____

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EXHIBIT "A"

Map of the Mapleton Water District Existing Distribution System and Study Area



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EXHIBIT "B"

Insurance Requirements

The coverage afforded hereunder shall include the liability assumed by the named insured (the "LICENSEE") under the following indemnification provisions contained in an agreement in writing between the named insured and OREGON INTERNATIONAL PORT OF COOS BAY (the "RAILROAD"), covering work to be performed upon or adjacent to RAILROAD property. Evidence of such coverage shall be provided to RAILROAD before any work by LICENSEE or any third party contractor or subcontractor of LICENSEE (each, a "Contractor Party") commences on RAILROAD property, and before any Contractor Party accesses RAILROAD property to perform any inspections or work thereupon.

LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, COSTS, EXPENSES, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY LICENSEE OR ANY CONTRACTOR PARTY OR THEIR RESPECTIVE AGENTS OR EMPLOYEES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY LICENSEE OR ANY CONTRACTOR PARTY.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH LICENSEE AND RAILROAD, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH INDEMNIFIES RAILROAD FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILROAD FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILROAD, ITS' OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILROAD OWES NO DUTY TO LICENSEE, ITS CLIENTS, ANY CONTRACTOR PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AGENTS OR INVITEES, TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILROAD PROPERTY DO SO AT THEIR SOLE RISK.

LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, COSTS, EXPENSES, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) ARISING FROM OR IN CONNECTION WITH SUCH DAMAGE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM OR IN CONNECTION WITH ANY INTERRUPTION OR DELAY OF TRAIN SERVICE, OR OTHERWISE ARISING FROM OR IN CONNECTION WITH ANY LICENSEE OR CONTRACTOR PARTY WORK.

The policy or policies shall provide commercial general liability coverage in amount of not less than Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate, for all damages arising out of bodily injury to or death of persons and for loss of or damage to property. Licensee shall also maintain property insurance insuring its equipment, materials and other personal property in their full replacement value, and such policy shall include a waiver of the insurer's subrogation rights against RAILROAD. The form, substance and limits of said insurance policy shall be subject to the approval of RAILROAD and shall comply with the terms of this Exhibit "B" and the terms of the Agreement.

The policy or policies, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417.

No cancellation of this policy or modification of the coverage afforded under this endorsement shall be effective until ten (10) days' notice thereof has been given to: OREGON INTERNATIONAL PORT OF COOS BAY, 125 Central Ave., Suite 300, Coos Bay, OR 97420 or FAX 541-269-1475.

The policy as required in Section 6 of the Agreement shall name RAILROAD as an additional insured.

The policy as required in Section 6 shall name RAILROAD and affiliates as listed below as additional insured with respect to F.E.L.A. coverage, and/or if applicable under the Laws of the State in which the work is performed.

The policy as required in Section 6 shall name **OREGON INTERNATIONAL PORT OF COOS BAY** as insured.

RAILROAD requires each Insurance Carrier providing coverage must be an Admitted Company in the State of Oregon and have an A.M. Best rating of "A" or better and a financial class rating of 10 or better.

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EXHIBIT "C"

Requirements for Contractors Working on Railroad Property

A. In order to protect RAILROAD'S investment in its right-of-way and for the safety of persons coming onto RAILROAD property, RAILROAD has established certain requirements. The following constitute minimum requirements for all persons coming on or near RAILROAD right-of-way. Each Contractor or subcontractor of the Licensee named in this Agreement (for purposes of this **Exhibit "C"**, each a "CONTRACTOR"), is encouraged to develop their own safety rules that meet or exceed the following requirements. No CONTRACTOR will be allowed to occupy or work on the RAILROAD the right-of-way or adjoining RAILROAD property (collectively, the "Railroad Property") prior (a) to signing and dating this Agreement in the space provided below and returning it to the RAILROAD contact person noted herein and (b) providing evidence that such CONTRACTOR maintains the insurance required under the terms of **Exhibit "B"** of this Agreement.

B. All permits and agreements must be in effect, required payments made and insurance certificates received and approved prior to CONTRACTOR entering Railroad Property. Insurance must remain in effect during the entire project, as stated in Section 11 and **Exhibit "B"** of the Agreement to which this **Exhibit "C"** is attached above.

C. Any dewatering utilizing drains or ditches on Railroad Property must be approved by RAILROAD prior to commencement.

D. CONTRACTOR must have construction plans and specifications approved in advance by the RAILROAD (the "**Construction Plans**") prior to commencing work on a project. No changes will be made to the Construction Plans without the prior written approval by all parties involved, including (without limitation) the RAILROAD. Approved revised plans will be furnished to all parties prior to implementation of changes.

E. CONTRACTOR will incur all costs for track work, including flagging, etc., made necessary due to the work contemplated in the Construction Plans.

F. Pursuant to Federal laws and regulations, flagging protection is always required when equipment crosses or is working within 25 feet of center of any live track. When deemed necessary by RAILROAD, a flagman may be required at all times while working on a RAILROAD right-of-way. The RAILROAD's requirements regarding flagmen, protective services and related devices are more particularly set forth on **Schedule 1** attached to this **Exhibit "C"** and incorporated herein for all intents and purposes.

G. Crossing of any RAILROAD tracks must be done at approved locations and must be over full depth timbers, rubber material, or specific requirements per RAILROAD's sole determination and as local conditions or use mandates etc. All equipment crossing over the railroad must have rubber tires or tracks, any equipment with steel wheels, lugs or tracks must not cross steel rails without aid of over full depth timbers and rubber tires or other approved protection.

H. If temporary construction crossings are necessary, they must be covered by a written Private Roadway and Crossing Agreement and must be barricaded when not in use. An applicable Private Roadway and Crossing Agreement would be prepared by RAILROAD under the same general terms as this Agreement.

I. CONTRACTOR must furnish written details acceptable to the RAILROAD in its sole discretion regarding how CONTRACTOR will perform work that may affect existing drainage and/or possible fouling of track ballast as well as removal of overhead bridges/structures. (Structures and bridge spans over tracks must be removed intact).

J. Absolutely no piling of construction materials or any other material, including dirt, sand, etc., may occur within 15 feet of center on any secondary track (25 feet of Main Line and siding tracks) or on property of RAILROAD not covered by an existing Construction Easement, permit, lease or agreement. A 10' clear area on both sides of a main track must remain unobstructed at all times to allow for stopped train inspection.

K. (a) All bore pits must be a minimum of 25 feet from the nearest outside rail of any track, measured at a 90 degree angle to said track and all under track bores shall be no less than six feet below the bottom of the ties.

(b) No construction will be allowed within 15 feet of center of any track unless authorized by RAILROAD and as shown on plans approved by RAILROAD. This includes any excavation, slope encroachment and driving of sheet piles.

L. No vehicles or machines shall remain unattended within 15 feet of a secondary track or within 25 feet of a main line track.

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M. Should CONTRACTOR in any way interfere with RAILROAD operations or damage property during construction operations over RAILROAD'S tracks and right-of-way, CONTRACTOR, upon demand by RAILROAD to CONTRACTOR and/or the LICENSEE, shall immediately stop work on RAILROAD'S right-of-way for a period of not less than 48 hours to allow RAILROAD to investigate. Any necessary repairs shall be made by RAILROAD at CONTRACTOR'S sole cost and expense. No work will proceed until authorized by RAILROAD.

N. CONTRACTOR'S safety rules, including rules regarding personal Safety Equipment, must not conflict with RAILROAD safety policies or rules.

CONTRACTOR'S ACKNOWLEDGMENT: WORK SITE LOCATION

Company _____ Address: _____
By: _____ Town: _____
Title: _____ State: _____
Date: _____ Project No. _____

RAILROAD CONTACT PERSON:

Brian Early
General Manager
125 West Central Avenue, Suite 300
Coos Bay, OR 97420
Office: (541) 267-7678
Cell: (541) 294-9139

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Schedule 1

Statement of Conditions when Flagmen, Protective Services and Devices or other appropriate personnel will be furnished by RAILROAD at sole expense of CONTRACTOR:

A. RAILROAD flagmen will be required for, but not limited to, the following conditions:

1. When, in the sole opinion of RAILROAD, protection is necessary to safeguard RAILROAD'S trains, engines, facilities and property.
2. When work is performed, in any way, over, under, or in close proximity to tracks or any RAILROAD facilities.
3. When work in any way interferes with the operation of trains at usual speeds or threatens, damages, or endangers track or RAILROAD facilities.
4. When any hazard is presented to RAILROAD communications, signal, electrical, or other facilities due to persons, material, equipment, or blasting in the vicinity.
5. When and where material is being hauled across tracks. Provided, however, special clearance must be obtained from RAILROAD before moving heavy or cumbersome objects and equipment which might result in making the track impassable for any period of time.

B. Protective Services and Devices, other specialized personnel shall be provided when, in the sole opinion of RAILROAD, such are necessary in addition to flagging.

COST OF FLAGGING AND OTHER PROTECTIVE SERVICES AND DEVICES

A. Flagging

1. Shall be billed a minimum of **actual cost (please verify rates with the RAILROAD office)** per day plus any expenses incurred for each flagman required, for each day, or for any portion thereof, for up to eight hours in one shift Monday through Friday, excepting holidays recognized by RAILROAD.
2. Time worked in excess of eight hours in one shift Monday through Friday, or worked in any amount on Saturday, Sunday and on holidays recognized by RAILROAD, shall be billed at the rate of **actual cost (please verify rates with the RAILROAD office)** per eight-hour day, per flagman required, for each day or portion thereof worked.

B. Communications Linemen, Signalmen, Protective Services and Devices

All services required shall be billed at RAILROAD'S contracted rate with service provider plus a 20 percent RAILROAD administrative fee.

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EXHIBIT "D"

MINIMUM WALL THICKNESS FOR CASING PIPES UNDER RAILROAD TRACKS

1. STEEL CASING PIPE (A.R.E.A. SPEC. 1964)

<u>NOMINAL DIAMETER</u> (Inches)	<u>NOMINAL WALL THICKNESS</u> (Inches)	
	<u>PROTECTED</u>	<u>NOT PROTECTED*</u>
Under 14	0.188	0.188
14 and 16	0.219	0.281 (9/32)
18	0.250	0.312
20	0.281	0.344
22	0.312	0.375
24	0.344	0.406
26	0.375	0.438
28 and 30	0.406	0.469
32	0.438	0.500
34 and 36	0.469	0.531
38, 40 and 42	0.500	0.562

Steel Pipe to have minimum yield strength of 35,000 psi.

* When casing is installed without benefit of a protective coating and said casing is not cathodically protected, the wall thickness shall be increased to the nearest standard size which is a minimum of 0.063 inches greater than the thickness shown for protected pipe except for diameters under 12.75 inch.

2. CONCRETE PIPE

All diameters of concrete pipe under main tracks shall be specified, as A.S.T.M. C-76 (Latest Revision) Table V. Concrete pipe under siding and yard tracks may be Table IV. (Either Wall "B" or "C" is acceptable.)

3. CORRUGATED METAL PIPE

Table shows permissible minimum and maximum height of cover for both riveted and helical pipe.

<u>NOMINAL DIAMETER</u> (Inches)	<u>16 GAGE</u>	<u>14 GAGE</u>	<u>12 GAGE</u>
12	4-53 (ft)	4-80 (ft)	
15	4-42	4-64	
18	4-34	4-53	
21	4-28	4-45	4-79 (ft)
24	5-23	4-40	4-70
30		4-31	4-56
36		5-23	4-46
42		4-49	4-78

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EXHIBIT "E"

WIRELINE INSTALLATION ENGINEERING SPECIFICATIONS

The following standard specifications are considered to be minimum design standards for wireline facilities crossing railroad tracks and right-of-way. Variances may be required by the utility applicant or the Railroad if needed because of the unique characteristics of a particular job or job site. Any such variances will be agreed to by the Railroad and utility using sound engineering design so as to allow construction of the crossing which will be safe, not adversely affect Railroad operations and reasonable in cost to construct. Notwithstanding the foregoing, in no event will the standard specifications be less restrictive than the minimum specifications of the current published National Electrical Safety Code (NESC) and the local governing authority.

Standard Specifications

Utility Line Crossing - Lines Carrying 750 Volts Or Less:

Power, Television, Telephone, and Fiber Optic Lines and Cables

1. Underground

- a. A minimum depth of 4.5 feet below the base of rail (BBR) will be maintained except that a minimum of 5 feet BBR will be maintained for fiber optic cable wirelines.
- b. A minimum of 3.0 feet below natural grade (BNG) will be maintained except that a minimum of 5 feet below natural grade (BNG) will be maintained for fiber optic cable wirelines.
- c. Casing must extend a minimum of 30 feet out from the centerline of the nearest track, when measured at right angles. The casing material shall be steel or rigid metal conduit (no PVC) for typical burial depths. PVC will be considered acceptable if the burial depth is at least 15 feet.
- d. Horizontal directional drilling is not an approved method of installation unless the burial depth is at least 15 feet and the conduit/casing size is six inches or less.
- e. Crossings shall not be installed under or within 150 feet from the end of any railroad bridge, centerline of any culvert or switch area.
- f. A Railroad representative must be present during installation if railroad signals are in the vicinity of wireline crossing unless representative authorizes otherwise.

2. Overhead

- a. The latest published edition of the National Electrical Safety Code shall apply with the height of rail car assumed to be 23 feet. If the local governing body does not recognize the latest published edition of the NESC, the General Manager of the Railroad will have to review each item on a case by case basis.
- b. Minimum 4 feet clearance required above railroad signal and communication lines.
- c. Poles must be located 50 feet out from the centerline of railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole location adjacent to industry tracks must provide at least a 15 foot clearance from centerline of track when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.
- d. Regardless of the voltage, unguyed poles shall be located a minimum distance from the centerline of any track equal to the height of the pole above the groundline plus 10 feet. If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
- e. Poles (including steel poles) must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the groundline or else be guyed at right angles to the lines.

Utility Line Crossing - Lines and Cables Carrying More Than 750 Volts:

1. Overhead

- a. The latest published edition of the National Electrical Safety Code shall apply with the height of rail car assumed to be 23 feet. If the local governing body does not recognize the latest published edition of the NESC, the General Manager of the Railroad will have to review each item on a case by case basis.

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- b. Poles or other structures supporting power must be 50 feet out from the centerline of main running tracks, CTC sidings and heavy tonnage spurs. Pole location adjacent to industry tracks must provide at least a 30 foot clearance from centerline of track when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.
 - c. Regardless of the voltage, unguyed poles shall be located a minimum distance from the centerline of any track equal to the height of the pole above the groundline plus 10 feet. If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
 - d. High voltage poles and structures (34.5kV and higher) must be located off railroad right of way.
 - e. Crossings will not be installed under or within 500 feet from the end of any railroad bridge, or 300 feet from the centerline of any culvert or switch area.
 - f. CBRL requires all new and replacement overhead wirelines, that cross the track(s), to be visually identified with aerial cable markers.
2. **Underground**
- a. A minimum depth of 4.5 feet below the base of rail (BBR) to the top of the facility will be maintained.
 - b. A minimum of 4.0 feet below natural grade (BNG) to the top of the facility will be maintained.
 - c. The wireline must be encased completely across the railroad right of way with a rigid metallic conduit or non-metallic conduit (PVC) encased in a minimum of 3 inches of concrete.
 - d. A 6-inch wide warning tape will be installed 1-foot BNG directly over the underground power line where located on railroad right of way outside the track ballast sections. No warning tape is required above directional boring routes.
 - e. Crossings shall not be installed under or within 150 feet from the end of any railroad bridge, centerline of any culvert or switch area.
 - f. A Railroad representative must be present during installation if railroad signals are in the vicinity of wireline crossing unless representative authorizes otherwise.

Coos Bay Rail Line Private Roadway Crossing Agreement CBR703.01MWD

Original attachment: MP703.01 Mapleton Water District CBR703.01MWD.pdf

Coos Bay Rail Line Private Roadway Crossing Agreement CBR703.01MWD - page 1 of 13

PRIVATE ROADWAY CROSSING AGREEMENT CBR 703.01MWD

This Agreement (hereinafter, the “**Agreement**”) is made effective this 5th day of May 2026 (the “**Effective Date**”) by and between **OREGON INTERNATIONAL PORT OF COOS BAY**, its successors, assigns or affiliated companies (hereinafter “**RAILROAD**”), whose address is 125 West Central Avenue, Suite 300, Coos Bay, OR 97420 and **MAPLETON WATER DISTRICT** (hereinafter referred to as “**LICENSEE**”), whose address is 88151 Riverview Avenue, Mapleton OR 97453.

WITNESSETH:

1. RAILROAD hereby grants a license to LICENSEE (subject to the provisions contained herein) to construct, maintain and use a private roadway across the tracks and upon property of RAILROAD at or about Mile Post 703.01, crossing ID 756463M, located at 11419 Hwy 36, near the city of Mapleton, County of Lane, State of Oregon, 44.0315 N, 123.8582 W. The location is illustrated in the map attached hereto as **Exhibit “A”** and incorporated herein by this reference. The license herein granted is subject to all licenses, leases, easements, encumbrances and claims of title affecting said property of RAILROAD. This Agreement shall not be assigned by LICENSEE, in whole or in part, without RAILROAD’S consent, which consent will not be arbitrarily withheld.
2. Upon execution hereof, LICENSEE shall pay RAILROAD the sum of \$0 (zero dollars) per annum, payable annually in advance, but this provision shall not modify or amend in any way the RAILROAD’S right to terminate. RAILROAD has waived, and LICENSEE shall not be required to pay, the application fee of \$1,200 (one thousand two hundred dollars) and the expedited processing fee of \$1,000 (one thousand dollars).

Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided. Provided, however, this Agreement may be canceled by RAILROAD by written notice to LICENSEE upon determination by RAILROAD, in RAILROAD’S sole discretion, that LICENSEE is not in compliance with any of the terms herein.

3. This Agreement is effective as of the Effective Date and may be terminated by either party hereto by giving thirty (30) days’ written notice to that effect to the other party. If LICENSEE defaults in respect to any obligation, duty, covenant or condition on LICENSEE’S part hereunder, RAILROAD may forthwith terminate this Agreement by written notice to LICENSEE. Termination of this Agreement by either party shall not relieve or release LICENSEE from any liability incurred by reason of any act, default, or occurrence prior to such termination.

In the event LICENSEE shall not promptly and fully cure any default by LICENSEE hereunder after receipt of notice of such default from RAILROAD, RAILROAD shall have the right to terminate this Agreement forthwith and to retake possession of the area covered by the license granted to LICENSEE under this Agreement. Waiver of any default shall not be construed as a waiver of a subsequent or continuing default.

4. LICENSEE, at LICENSEE’S expense, shall:
 - a) Construct and maintain said roadway in a good and safe condition, satisfactory to RAILROAD in its sole discretion;
 - b) Keep the roadway and track flangeways clear of all rubbish, debris, and other material;
 - c) Construct and maintain roadway, whistle and stop signs as designated by RAILROAD;
 - d) Trim shrubbery as required to provide proper visibility to trains and vehicles;
 - e) Install and maintain warning devices and make roadway changes required by public authority;
 - f) Install and maintain such drainage facilities, barricades and fence gates as RAILROAD may designate, keeping such barricades and fence gates locked except when roadway is actually being used;
 - g) Upon request, provide evidence of insurance of LICENSEE’S liability under this Agreement, in form and amount satisfactory to RAILROAD; and
 - h) Reimburse RAILROAD for any expense in connection with any of the above, whether performed by the RAILROAD or LICENSEE.
5. It is understood and agreed that said roadway shall be private and shall not be for general public use. All vehicles shall comply with posted signs and in any event shall come to a complete stop before entering the crossing area and ascertain that it is safe to proceed across the tracks before doing so. Neither LICENSEE nor any invitee, guest, agent, contractor or tenant of LICENSEE may obstruct or interfere in any way with the passage of RAILROAD’S trains. The permission given herein is not exclusive, RAILROAD reserving for itself, its agents, employees, and licensees the right to use the roadway jointly with LICENSEE.

PRIVATE ROADWAY CROSSING AGREEMENT CBR 703.01MWD

6. Should LICENSEE contemplate use of said roadway for the hauling of logs, LICENSEE shall give RAILROAD thirty (30) days' advance notice thereof. In addition, prior to the use of said roadway for the hauling of logs, LICENSEE shall provide and keep in effect and furnish RAILROAD with evidence of Bodily Injury and Property Damage Liability Insurance with a combined single limit of not less than \$1,000,000.00 (One Million dollars) covering contractual liability assumed by LICENSEE hereunder. Such insurance shall name Oregon International Port of Coos Bay as additional insured. Logs shall be hauled across said roadway by wheeled vehicles only. At no time shall logs be dragged across the tracks of RAILROAD.

7. LICENSEE shall not perform any work upon or adjacent to RAILROAD property unless RAILROAD is given five (5) days' advance notice thereof and the approval for such work is obtained in writing prior to commencement. **LICENSEE shall notify RAILROAD's General Manager by calling (541) 267-7678.** In the event emergency repairs are needed, LICENSEE shall make all reasonable efforts to notify RAILROAD of the emergency conditions before affecting appropriate repairs.

LICENSEE shall give the RAILROAD'S General Manager written notification of the date said work is completed. Upon completion of the work, all contractors and subcontractors of LICENSEE (collectively, the "**Contractors**") shall promptly remove from RAILROAD property all tools, equipment and materials placed thereon by the Contractors and their agents. LICENSEE, at its sole cost and expense, hereby agrees to restore, in a good and workman like manner, to the condition existing immediately prior to the Contractors' first entry onto the RAILROAD'S property as permitted by this Agreement, all property disturbed by the Contractors' use or construction or maintenance activities following the Effective Date. Said restoration shall include, but not be limited to, any and all harm, damage or injury done to RAILROAD property and/or to any other public or private property by acts or occurrences subject to Federal, State or local environmental enforcement or regulatory jurisdiction, and shall include necessary and appropriate testing and cleanup.

8. To the maximum extent allowable by applicable Laws (defined below), the obligations of the LICENSEE herein shall apply both to the LICENSEE identified in the preamble to this Agreement #**CBR20260203**, as well as to any of the Contractors or third party Sub-contractor that actually performs the work for LICENSEE (each, a "**Contractor Party**"). If the party performing the work is a party other than the LICENSEE identified above, the party executing this Agreement warrants to RAILROAD that: (a) LICENSEE has entered into a contract with such Contractor Party as its contractor or subcontractor with respect to the WORK; and (b) each Contractor Party shall ensure in writing with the LICENSEE full compliance with the provisions of this Agreement and discharge of the obligations of a Contractor Party hereunder.

9. All work of each Contractor Party shall be performed in accordance with written plans and specifications approved by RAILROAD and with all applicable Laws and in such manner and at such times as shall not endanger or interfere with the safe and lawful operation of the tracks and other facilities of RAILROAD at said location. No materials, tools or equipment shall be stored within ten (10) feet of the centerline of any track. The regulations of RAILROAD and the instructions of its representatives shall be complied with relating to the proper manner of protecting the tracks, pipelines, wire lines, signals and all other property at said location, the traffic moving on such tracks and the removal of tools, equipment and materials. Provided, no bailment shall be created by the storage of any materials, tools or equipment on RAILROAD property.

10. Before commencement of the work contemplated herein, LICENSEE shall, at its sole cost and expense, obtain all necessary permits, permissions, agreements, approvals and authorizations from any public authorities having jurisdiction over the work or the area where the work is to be completed and from any third parties having rights implicated by the work, and shall thereafter observe and comply with the requirements of such public authority or authorities, the terms of such permits, permissions, agreements, approvals, and authorizations, and all applicable Laws. Additionally, prior to the commencement of any work or any access to the RAILROAD property, the LICENSEE shall provide plans and/or specifications for the work in a level of detail and including such information as may be satisfactory to RAILROAD and secure written approval by RAILROAD for plans and/or specifications, which approval may be withheld or conditioned at RAILROAD'S discretion.

11. Prior to the performance of any work upon or adjacent to RAILROAD'S property under this Agreement:

- a) LICENSEE shall furnish RAILROAD, at LICENSEE'S expense, a certified copy of a commercial general liability insurance policy covering the contractual liability (including indemnification) assumed by LICENSEE hereunder and property damage liability insurance policy issued in the name of LICENSEE or the applicable Contractor Party covering such party'S personal property. The form, substance and limits of said insurance policy shall be subject to the approval of RAILROAD and shall be in compliance with the provisions contained in the **Exhibit "B"** attached hereto and made a part hereof by this reference

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- b) Each Contractor Party shall furnish RAILROAD, at such Contractor Party's expense, a certificate of Workers Compensation coverage, including Federal Employee Liability Act coverage if applicable, for its workers and subcontractors in accordance with the requirements of the State or States in which said work is to be performed.
- c) Each Contractor Party who performs work under the terms of this Agreement shall furnish an insurance policy of Railroad Protective coverage in the amount of Two Million and No/100 Dollars (\$2,000,000.00) per occurrence, Six Million and No/100 dollars (\$6,000,000.00) aggregate, with named insured as outlined in **Exhibit "B"** attached hereto.

WARNING: ONLY A POLICY OF RAILROAD PROTECTIVE INSURANCE WHICH SPECIFICALLY NAMES OREGON INTERNATIONAL PORT OF COOS BAY AS THE INSURED PARTIES IS ACCEPTABLE AND A COPY OF SAID POLICY MUST BE RECEIVED PRIOR TO THIS AGREEMENT BEING APPROVED ON BEHALF OF RAILROAD.

Each respective Contractor Party performing work for LICENSEE hereunder shall keep said insurance in full force and effect until all work to be performed upon or adjacent to RAILROAD property under said contract is complete, and such Contractor Party has fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from RAILROAD property. Said policy shall name RAILROAD as additional insured.

- 12. Any improvements shall be installed, and the related work performed, at the sole risk, cost and expense of LICENSEE, in accordance with American Railway Engineering Association Specifications or other standard specifications generally accepted by the railroad industry as may apply or be appropriate for the use intended, and with applicable Laws. Said specifications are incorporated herein and made a part hereof by reference. Approval of plans or completed work by RAILROAD'S designated representative shall not, in itself, be considered acknowledgment that said project is in conformity with said standards.
- 13. LICENSEE shall pay for all materials joined or affixed to said property, and for all labor performed upon said property, at LICENSEE'S instance or request, and LICENSEE shall not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against the property of RAILROAD for any such work done or materials joined or affixed hereto.
- 14. As additional consideration, LICENSEE agrees to reimburse RAILROAD for all cost and expense incurred by RAILROAD in connection with the work performed by LICENSEE hereunder. Such costs and expenses shall include, but are not limited to, furnishing of inspectors, watchmen and flagmen as RAILROAD deems necessary to protect its property, tracks, engines, trains and cars and the operation thereof, the installation and removal of any necessary falsework beneath the tracks of RAILROAD and the restoration of RAILROAD property or those costs and expenses required to comply with applicable laws, regulations, rules, directives, ordinances, opinions, orders, or other legal requirements (collectively, "**Laws**"), including, without limitation, Laws (a) pertaining to the operation of railroads and related tracks, and (b) pertaining to the protection of human health and safety and/or the environment (such Laws, collectively, "**Environmental Laws**") in connection with the work or access to RAILROAD's property pursuant to this Agreement. No vehicular crossing over RAILROAD'S tracks shall be installed or used by any party without prior written permission of RAILROAD.
- 15. LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, COSTS, EXPENSES, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY LICENSEE, ANY CONTRACTOR PARTY, OR THEIR AGENTS OR EMPLOYEES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT OR APPLICABLE LAWS BY LICENSEE OR ANY CONTRACTOR PARTY.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH LICENSEE AND RAILROAD, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH INDEMNIFIES RAILROAD FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILROAD FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILROAD, ITS' OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILROAD OWES NO DUTY TO LICENSEE, ANY CONTRACTOR PARTY, OR THEIR RESPECTIVE

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DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR INVITEES, TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILROAD PROPERTY DO SO AT THEIR SOLE RISK.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, LICENSEE ASSUMES THE RISK OF ITS ACTIVITIES AND CONTRACTOR PARTIES' ACTIVITIES ON RAILROAD PROPERTY AND IN CONNECTION WITH THE WORK AND RELEASES RAILROAD FROM, AND WAIVES, ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, AND RIGHTS OF RECOVERY AGAINST RAILROAD IN ANY WAY ARISING FROM SUCH ACTIVITIES OR WORK.

16. Should RAILROAD engage legal counsel for the purpose of enforcing the terms and conditions of this Agreement or compelling performance of or to recover for breach of any covenant or condition contained herein, LICENSEE shall pay to RAILROAD the RAILROAD'S reasonable attorneys' fees incurred in connection with such engagement, in addition to the amount of judgment and costs in any legal proceeding, including but not limited to costs of pre-litigation, discovery, negotiation, briefing, documentation, and litigation, including appeals, whether or not RAILROAD files a suit or, if a suit is filed, whether or not such suit is litigated to a judgement or other final outcome.
17. The permission herein given shall not be assigned by LICENSEE without the prior written consent of RAILROAD, except in the case of all Contractor Parties, subject to the terms of this Agreement. RAILROAD Requirements for CONTRACTOR and Contractor Parties working on RAILROAD Right-of-Way are attached hereto as **Exhibit "C"**, and made a part hereof by this reference. Failure to comply with all of said requirements shall be grounds for written cancellation of this Agreement at the sole option of RAILROAD.
18. CONSTRUCTION PROVISIONS, in relation to RAILROAD'S Track and RAILROAD Operations:
 - a) LICENSEE warrants that no Contractor Party will place a bore pit closer than 25 feet from the end of the ties of the nearest track, as measured at right angles from said track; that all of the lines to be installed under RAILROAD'S track shall be a minimum of five feet six inches below the base of the rail; that carrier pipe(s) and/or wire lines shall be encased in Steel Casing Pipe in accordance with the casing criteria attached hereto as **Exhibit "D"**, and made a part hereof by this reference; and that casing shall extend a minimum of 25 feet from the center line of the outside track on each side of said crossing, measured at a right angle to said track.
 - b) LICENSEE shall be solely liable for the location and protection of any subgrade railroad signal wires or other railroad facilities, which may be impacted by LICENSEE's work performed hereunder. If same shall be damaged by said work, LICENSEE shall, at its own expense, immediately cause said damage to be corrected.

LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, COSTS, EXPENSES, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) ARISING FROM OR IN CONNECTION WITH SUCH DAMAGE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM OR IN CONNECTION WITH ANY INTERRUPTION OR DELAY OF TRAIN SERVICE, OR OTHERWISE ARISING FROM OR IN CONNECTION WITH WORK PERFORMED BY LICENSEE AND ITS CONTRACTORS HEREUNDER.
 - c) Said provisions shall prevail over any lesser provision or standard set out for occupancy of adjoining or underlying lands.
19. Provisions hereof notwithstanding, RAILROAD reserves the right to perform, at LICENSEE'S expense, all or any portion of work required in connection with the construction, maintenance, use and removal of such roadway. If RAILROAD is to perform any work, LICENSEE shall deposit with RAILROAD the estimated cost thereof, and after completion of such work, the difference between the actual cost to RAILROAD and such deposit, shall be promptly paid by LICENSEE or refunded by RAILROAD, as the case may be.
20. LICENSEE, at LICENSEE'S expense, shall comply with all applicable Laws regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of such compliance upon request of RAILROAD. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise on the real property covered hereunder as a result of LICENSEE'S use, presence, operations or exercise of the rights granted hereunder, LICENSEE shall at its own

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expense be obligated to clean and remediate under applicable Laws all property affected thereby, whether owned or controlled by RAILROAD or any third persons to the satisfaction of RAILROAD (insofar as the property owned or controlled by RAILROAD is concerned) and any governmental body having jurisdiction in the matter. RAILROAD may, at its option, clean and remediate RAILROAD'S premises; if RAILROAD elects to do so, LICENSEE shall pay RAILROAD the cost of such cleanup promptly upon the receipt of a bill therefor. LICENSEE agrees to investigate, release, indemnify and defend RAILROAD from and against all liability, cost and expense (including, without limitation, any fines, penalties, judgments, litigation costs and attorney fees) incurred by RAILROAD as a result of LICENSEE'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during the time this Agreement is in effect or thereafter, unless such liability, cost or expense is proximately caused solely and exclusively by the active negligence of RAILROAD, its officers, agents or employees.

- 21. Upon termination of this Agreement, the permission granted herein shall cease and determine, and LICENSEE, at LICENSEE'S expense, shall remove said roadway and leave RAILROAD'S property and track area in a neat, safe and clean condition, failing in which, RAILROAD may perform such work at the expense of LICENSEE.

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____ 2026.

RAILROAD
OREGON INTERNATIONAL PORT OF COOS BAY

Signed: _____
By Lanelle Comstock, Chief Executive Officer

LICENSEE
MAPLETON WATER DISTRICT

Signed: _____
Name: _____
Title: _____

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EXHIBIT "A"

Map of Crossing Location

Mapleton Water District's Water Treatment Plant is located on the USFS Easement at 11419 Hwy 36, Mapleton, Oregon 97453. GPS Coordinates 44.0315 N, 123.8582 W.



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EXHIBIT "B"

Insurance Requirements

The coverage afforded hereunder shall include the liability assumed by the named insured (the "LICENSEE") under the following indemnification provisions contained in an agreement in writing between the named insured and OREGON INTERNATIONAL PORT OF COOS BAY (the "RAILROAD"), covering work to be performed upon or adjacent to RAILROAD property. Evidence of such coverage shall be provided to RAILROAD before any work by LICENSEE or any third party contractor or subcontractor of LICENSEE (each, a "Contractor Party") commences on RAILROAD property, and before any Contractor Party accesses RAILROAD property to perform any inspections or work thereupon.

LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, COSTS, EXPENSES, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY LICENSEE OR ANY CONTRACTOR PARTY OR THEIR RESPECTIVE AGENTS OR EMPLOYEES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY LICENSEE OR ANY CONTRACTOR PARTY.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH LICENSEE AND RAILROAD, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH INDEMNIFIES RAILROAD FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILROAD FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILROAD, ITS' OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILROAD OWES NO DUTY TO LICENSEE, ITS CLIENTS, ANY CONTRACTOR PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AGENTS OR INVITEES, TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILROAD PROPERTY DO SO AT THEIR SOLE RISK.

LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, COSTS, EXPENSES, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) ARISING FROM OR IN CONNECTION WITH SUCH DAMAGE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM OR IN CONNECTION WITH ANY INTERRUPTION OR DELAY OF TRAIN SERVICE, OR OTHERWISE ARISING FROM OR IN CONNECTION WITH ANY LICENSEE OR CONTRACTOR PARTY WORK.

The policy or policies shall provide commercial general liability coverage in amount of not less than Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate, for all damages arising out of bodily injury to or death of persons and for loss of or damage to property. LICENSEE shall also maintain property insurance insuring its equipment, materials and other personal property in their full replacement value, and such policy shall include a waiver of the insurer's subrogation rights against RAILROAD. The form, substance and limits of said insurance policy shall be subject to the approval of RAILROAD and shall comply with the terms of this Exhibit "B" and the terms of the Agreement.

The policy or policies, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417.

No cancellation of this policy or modification of the coverage afforded under this endorsement shall be effective until ten (10) days' notice thereof has been given to: OREGON INTERNATIONAL PORT OF COOS BAY, 125 Central Ave., Suite 300, Coos Bay, OR 97420 or FAX 541-269-1475.

The policy as required in Section 11(a) of the Agreement shall name RAILROAD as an additional insured.

The policy as required in Section 11(b) shall name RAILROAD and affiliates as listed below as additional insured with respect to F.E.L.A. coverage, and/or if applicable under the Laws of the State in which the work is performed.

The policy as required in Section 11(c) shall name OREGON INTERNATIONAL PORT OF COOS BAY as insured.

RAILROAD requires each Insurance Carrier providing coverage must be an Admitted Company in the State of Oregon and have an A.M. Best rating of "A" or better and a financial class rating of 10 or better.

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EXHIBIT "C"

Requirements for Contractors Working on Railroad Property

- A.** In order to protect RAILROAD'S investment in its right-of-way and for the safety of persons coming onto RAILROAD property, RAILROAD has established certain requirements. The following constitute minimum requirements for all persons coming on or near RAILROAD right-of-way. Each Contractor or subcontractor of the LICENSEE named in this Agreement (for purposes of this Exhibit "C", each a "CONTRACTOR"), is encouraged to develop their own safety rules that meet or exceed the following requirements. No CONTRACTOR will be allowed to occupy or work on the RAILROAD the right-of-way or adjoining RAILROAD property (collectively, the "Railroad Property") prior (a) to signing and dating this Agreement in the space provided below and returning it to the RAILROAD contact person noted herein and (b) providing evidence that such CONTRACTOR maintains the insurance required under the terms of Exhibit "B" of this Agreement.
- B.** All permits and agreements must be in effect, required payments made and insurance certificates received and approved prior to CONTRACTOR entering Railroad Property. Insurance must remain in effect during the entire project, as stated in Section 11 and Exhibit "B" of the Agreement to which this Exhibit "C" is attached above.
- C.** Any dewatering utilizing drains or ditches on Railroad Property must be approved by RAILROAD prior to commencement.
- D.** CONTRACTOR must have construction plans and specifications approved in advance by the RAILROAD (the "**Construction Plans**") prior to commencing work on a project. No changes will be made to the Construction Plans without the prior written approval by all parties involved, including (without limitation) the RAILROAD. Approved revised plans will be furnished to all parties prior to implementation of changes.
- E.** CONTRACTOR will incur all costs for track work, including flagging, etc., made necessary due to the work contemplated in the Construction Plans.
- F.** Pursuant to Federal laws and regulations, flagging protection is always required when equipment crosses or is working within 25 feet of center of any live track. When deemed necessary by RAILROAD, a flagman may be required at all times while working on a RAILROAD right-of-way. The RAILROAD's requirements regarding flagmen, protective services and related devices are more particularly set forth on Schedule 1 attached to this Exhibit "C" and incorporated herein for all intents and purposes.
- G.** Crossing of any RAILROAD tracks must be done at approved locations and must be over full depth timbers, rubber material, or specific requirements per RAILROAD's sole determination and as local conditions or use mandates etc. All equipment crossing over the railroad must have rubber tires or tracks, any equipment with steel wheels, lugs or tracks must not cross steel rails without aid of over full depth timbers and rubber tires or other approved protection.
- H.** If temporary construction crossings are necessary, they must be covered by a written Private Roadway and Crossing Agreement and must be barricaded when not in use. An applicable Private Roadway and Crossing Agreement would be prepared by RAILROAD under the same general terms as this Agreement.
- I.** CONTRACTOR must furnish written details acceptable to the RAILROAD in its sole discretion regarding how CONTRACTOR will perform work that may affect existing drainage and/or possible fouling of track ballast as well as removal of overhead bridges/structures. (Structures and bridge spans over tracks must be removed intact).
- J.** Absolutely no piling of construction materials or any other material, including dirt, sand, etc., may occur within 15 feet of center on any secondary track (25 feet of Main Line and siding tracks) or on property of RAILROAD not covered by an existing Construction Easement, permit, lease or agreement. A 10' clear area on both sides of a main track must remain unobstructed at all times to allow for stopped train inspection.
- K. (a)** All bore pits must be a minimum of 25 feet from the nearest outside rail of any track, measured at a 90 degree angle to said track and all under track bores shall be no less than six feet below the bottom of the ties.
- (b)** No construction will be allowed within 15 feet of center of any track unless authorized by RAILROAD and as shown on plans approved by RAILROAD. This includes any excavation, slope encroachment and driving of sheet piles.
- L.** No vehicles or machines shall remain unattended within 15 feet of a secondary track or within 25 feet of a main line track.

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M. Should CONTRACTOR in any way interfere with RAILROAD operations or damage property during construction operations over RAILROAD'S tracks and right-of-way, CONTRACTOR, upon demand by RAILROAD to CONTRACTOR and/or the LICENSEE, shall immediately stop work on RAILROAD'S right-of-way for a period of not less than 48 hours to allow RAILROAD to investigate. Any necessary repairs shall be made by RAILROAD at CONTRACTOR'S sole cost and expense. No work will proceed until authorized by RAILROAD.

N. CONTRACTOR'S safety rules, including rules regarding personal Safety Equipment, must not conflict with RAILROAD safety policies or rules.

CONTRACTOR'S ACKNOWLEDGMENT: WORK SITE LOCATION

Company _____ Address: _____
By: _____ Town: _____
Title: _____ State: _____
Date: _____ Project No. _____

RAILROAD CONTACT PERSON:

Brian Early
General Manager
125 West Central Avenue, Suite 300
Coos Bay, OR 97420
Office: (541) 267-7678
Cell: (541) 294-9139

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Schedule 1

Statement of Conditions when Flagmen, Protective Services and Devices or other appropriate personnel will be furnished by RAILROAD at sole expense of CONTRACTOR:

A. RAILROAD flagmen will be required for, but not limited to, the following conditions:

1. When, in the sole opinion of RAILROAD, protection is necessary to safeguard RAILROAD'S trains, engines, facilities and property.
2. When work is performed, in any way, over, under, or in close proximity to tracks or any RAILROAD facilities.
3. When work in any way interferes with the operation of trains at usual speeds or threatens, damages, or endangers track or RAILROAD facilities.
4. When any hazard is presented to RAILROAD communications, signal, electrical, or other facilities due to persons, material, equipment, or blasting in the vicinity.
5. When and where material is being hauled across tracks. Provided, however, special clearance must be obtained from RAILROAD before moving heavy or cumbersome objects and equipment which might result in making the track impassable for any period of time.

B. Protective Services and Devices, other specialized personnel shall be provided when, in the sole opinion of RAILROAD, such are necessary in addition to flagging.

COST OF FLAGGING AND OTHER PROTECTIVE SERVICES AND DEVICES

A. Flagging

1. Shall be billed a minimum of **actual cost (please verify rates with the RAILROAD office)** per day plus any expenses incurred for each flagman required, for each day, or for any portion thereof, for up to eight hours in one shift Monday through Friday, excepting holidays recognized by RAILROAD.
2. Time worked in excess of eight hours in one shift Monday through Friday, or worked in any amount on Saturday, Sunday and on holidays recognized by RAILROAD, shall be billed at the rate of **actual cost (please verify rates with the RAILROAD office)** per eight-hour day, per flagman required, for each day or portion thereof worked.

B. Communications Linemen, Signalmen, Protective Services and Devices

All services required shall be billed at RAILROAD'S contracted rate with service provider plus a 20 percent RAILROAD administrative fee.

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EXHIBIT "D"

MINIMUM WALL THICKNESS FOR CASING PIPES UNDER RAILROAD TRACKS

1. STEEL CASING PIPE (A.R.E.A. SPEC. 1964)

NOMINAL DIAMETER (Inches)	NOMINAL WALL THICKNESS (Inches)	
	PROTECTED	NOT PROTECTED*
Under 14	0.188	0.188
14 and 16	0.219	0.281 (9/32)
18	0.250	0.312
20	0.281	0.344
22	0.312	0.375
24	0.344	0.406
26	0.375	0.438
28 and 30	0.406	0.469
32	0.438	0.500
34 and 36	0.469	0.531
38, 40 and 42	0.500	0.562

Steel Pipe to have minimum yield strength of 35,000 psi.

* When casing is installed without benefit of a protective coating and said casing is not cathodically protected, the wall thickness shall be increased to the nearest standard size which is a minimum of 0.063 inches greater than the thickness shown for protected pipe except for diameters under 12.75 inch.

2. CONCRETE PIPE

All diameters of concrete pipe under main tracks shall be specified, as A.S.T.M. C-76 (Latest Revision) Table V. Concrete pipe under siding and yard tracks may be Table IV. (Either Wall "B" or "C" is acceptable.)

3. CORRUGATED METAL PIPE

Table shows permissible minimum and maximum height of cover for both riveted and helical pipe.

NOMINAL DIAMETER (Inches)	16 GAGE	14 GAGE	12 GAGE
12	4-53 (ft)	4-80 (ft)	
15	4-42	4-64	
18	4-34	4-53	
21	4-28	4-45	4-79 (ft)
24	5-23	4-40	4-70
30		4-31	4-56
36		5-23	4-46
42		4-49	4-78

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EXHIBIT "E"

WIRELINE INSTALLATION ENGINEERING SPECIFICATIONS

The following standard specifications are considered to be minimum design standards for wireline facilities crossing railroad tracks and right-of-way. Variances may be required by the utility applicant or the Railroad if needed because of the unique characteristics of a particular job or job site. Any such variances will be agreed to by the Railroad and utility using sound engineering design so as to allow construction of the crossing which will be safe, not adversely affect Railroad operations and reasonable in cost to construct. Notwithstanding the foregoing, in no event will the standard specifications be less restrictive than the minimum specifications of the current published National Electrical Safety Code (NESC) and the local governing authority.

Standard Specifications

Utility Line Crossing - Lines Carrying 750 Volts Or Less:

Power, Television, Telephone, and Fiber Optic Lines and Cables

1. Underground

- a. A minimum depth of 4.5 feet below the base of rail (BBR) will be maintained except that a minimum of 5 feet BBR will be maintained for fiber optic cable wirelines.
- b. A minimum of 3.0 feet below natural grade (BNG) will be maintained except that a minimum of 5 feet below natural grade (BNG) will be maintained for fiber optic cable wirelines.
- c. Casing must extend a minimum of 30 feet out from the centerline of the nearest track, when measured at right angles. The casing material shall be steel or rigid metal conduit (no PVC) for typical burial depths. PVC will be considered acceptable if the burial depth is at least 15 feet.
- d. Horizontal directional drilling is not an approved method of installation unless the burial depth is at least 15 feet and the conduit/casing size is six inches or less.
- e. Crossings shall not be installed under or within 150 feet from the end of any railroad bridge, centerline of any culvert or switch area.
- f. A Railroad representative must be present during installation if railroad signals are in the vicinity of wireline crossing unless representative authorizes otherwise.

2. Overhead

- a. The latest published edition of the National Electrical Safety Code shall apply with the height of rail car assumed to be 23 feet. If the local governing body does not recognize the latest published edition of the NESC, the General Manager of the Railroad will have to review each item on a case by case basis.
- b. Minimum 4 feet clearance required above railroad signal and communication lines.
- c. Poles must be located 50 feet out from the centerline of railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole location adjacent to industry tracks must provide at least a 15 foot clearance from centerline of track when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.
- d. Regardless of the voltage, unguyed poles shall be located a minimum distance from the centerline of any track equal to the height of the pole above the groundline plus 10 feet. If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
- e. Poles (including steel poles) must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the groundline or else be guyed at right angles to the lines.

Utility Line Crossing - Lines and Cables Carrying More Than 750 Volts:

1. Overhead

- a. The latest published edition of the National Electrical Safety Code shall apply with the height of rail car assumed to be 23 feet. If the local governing body does not recognize the latest published edition of the NESC, the General Manager of the Railroad will have to review each item on a case by case basis.
- b. Poles or other structures supporting power must be 50 feet out from the centerline of main running tracks, CTC sidings and heavy tonnage spurs. Pole location adjacent to industry tracks must provide at least a 30 foot clearance

PRIVATE ROADWAY CROSSING AGREEMENT CBR 703.01MWD

from centerline of track when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.

- c. Regardless of the voltage, unguyed poles shall be located a minimum distance from the centerline of any track equal to the height of the pole above the groundline plus 10 feet. If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
 - d. High voltage poles and structures (34.5kV and higher) must be located off railroad right of way.
 - e. Crossings will not be installed under or within 500 feet from the end of any railroad bridge, or 300 feet from the centerline of any culvert or switch area.
 - f. CBRL requires all new and replacement overhead wirelines, that cross the track(s), to be visually identified with aerial cable markers.
2. **Underground**
- a. A minimum depth of 4.5 feet below the base of rail (BBR) to the top of the facility will be maintained.
 - b. A minimum of 4.0 feet below natural grade (BNG) to the top of the facility will be maintained.
 - c. The wireline must be encased completely across the railroad right of way with a rigid metallic conduit or non-metallic conduit (PVC) encased in a minimum of 3 inches of concrete.
 - d. A 6-inch wide warning tape will be installed 1-foot BNG directly over the underground power line where located on railroad right of way outside the track ballast sections. No warning tape is required above directional boring routes.
 - e. Crossings shall not be installed under or within 150 feet from the end of any railroad bridge, centerline of any culvert or switch area.
 - f. A Railroad representative must be present during installation if railroad signals are in the vicinity of wireline crossing unless representative authorizes otherwise.

Resolution 2026-09

Original attachment: Resolution 2026-09.pdf

Resolution 2026-09 - page 1 of 2

MAPLETON WATER DISTRICT
PO BOX 435, MAPLETON, OREGON, 97453

RESOLUTION 2026-09

A RESOLUTION CLOSING THE RIVERVIEW CULVERT SPECIAL PROJECT FUND AND AUTHORIZING ALL NECESSARY ACCOUNTING ENTRIES

WHEREAS, the Mapleton Water District established the Riverview Culvert Special Project Fund for the purpose of separately accounting for revenues, transfers, and expenditures related to the Riverview Culvert project; and

WHEREAS, the Riverview Culvert project has been completed and is no longer required to be separately accounted for in a special project fund; and

WHEREAS, the District's financial statements reflect activity in the Riverview Culvert Special Project Fund, including expenditures for Riverview Culvert improvements; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the District to close the Riverview Culvert Special Project Fund and return any remaining accounting activity to the General Fund or other appropriate District fund; and

WHEREAS, closing the Riverview Culvert Special Project Fund will simplify the District's financial reporting and ensure that the District's fund structure accurately reflects current operations and projects;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MAPLETON WATER DISTRICT AS FOLLOWS:

Section 1. Closure of Fund

The Riverview Culvert Special Project Fund is hereby closed effective upon adoption of this Resolution, or as soon thereafter as the necessary accounting entries may be completed.

Section 2. Transfer or Reclassification of Remaining Balance

The District's accountant, bookkeeper, Office Administrator, or other authorized financial representative is authorized and directed to transfer, reclassify, or otherwise account for any remaining balance, deficit, revenue, expenditure, or other activity in the Riverview Culvert Special Project Fund to or from the General Fund, or to another appropriate District fund as required for accurate financial reporting.

Section 3. Authority to Make Accounting Entries

The District's accountant, bookkeeper, Office Administrator, or other authorized financial representative is authorized to make all journal entries, fund transfers, budgetary entries, and

Resolution 2026-09, Page 1 of 2

Resolution 2026-09 - page 2 of 2

related financial adjustments necessary to close the Riverview Culvert Special Project Fund and properly reflect the closure in the District's financial records.

Section 4. No Further Activity

Following closure of the Riverview Culvert Special Project Fund, no further revenues, expenditures, transfers, or other financial activity shall be recorded to that fund unless specifically authorized by the Board of Commissioners.

Section 5. Effective Date

This Resolution shall take effect immediately upon its adoption.

ADOPTED by the Board of Commissioners of the Mapleton Water District this ___ day of _____, 2026.

	Commissioner	Aye	Nay	Present, Not Voting	Absent
Position 1	A. Donnelly				
Position 2	S. Elliott				
Position 3	<i>Vacant</i>				
Position 4	V. West				
Position 5	S. Kelly				
Vote Totals					

BOARD OF COMMISSIONERS
MAPLETON WATER DISTRICT

Vanessa West, Chair

Art Donnelly, Vice Chair

Resolution 2026-10

Original attachment: Resolution 2026-10.pdf

Resolution 2026-10 - page 1 of 2

MAPLETON WATER DISTRICT
PO BOX 435, MAPLETON, OREGON, 97453

RESOLUTION 2026-10

RESOLUTION TO FORMALLY ESTABLISH A STORAGE TANK IMPROVEMENTS CAPITAL PROJECT FUND

WHEREAS, the Mapleton Water District Board of Commissioners recognizes the need to establish a Capital Project Fund for the purpose of recording the resources and expenditures needed for storage tank improvements; and

WHEREAS, the District has previously established capital project funds by resolution for the purpose of separately accounting for capital project resources and expenditures; and

WHEREAS, the District is authorized to establish Capital Project Funds pursuant to **OAR 150-294-0420**;

BE IT RESOLVED, that the Board of Commissioners of the Mapleton Water District hereby formally establishes a Capital Project Fund known as the Storage Tank Improvements Capital Project Fund.

BE IT FURTHER RESOLVED, that the capital project known as the Storage Tank Improvements Project is associated with the Storage Tank Improvements Capital Project Fund and has been authorized by the Board of Commissioners.

BE IT FURTHER RESOLVED, that the Storage Tank Improvements Capital Project Fund shall be used to record revenues, grants, loans, transfers, reimbursements, expenditures, and other financial activity related to the Storage Tank Improvements Project.

BE IT FURTHER RESOLVED, that the Storage Tank Improvements Capital Project Fund will be dissolved at project completion, and any remaining balance or deficit shall be transferred, reclassified, or otherwise accounted for as directed by the Board of Commissioners and in accordance with applicable budget and accounting requirements.

BE IT FURTHER RESOLVED, that this resolution shall be effective from its adoption date by the Mapleton Water District Board of Commissioners.

ADOPTED by the Board of Commissioners on this ___ day of _____, 2026.

Resolution 2026-10 - page 2 of 2

	Commissioner	Aye	Nay	Present, Not Voting	Absent
Position 1	A. Donnelly				
Position 2	S. Elliott				
Position 3	<i>Vacant</i>				
Position 4	V. West				
Position 5	S. Kelly				
Vote Totals					

BOARD OF COMMISSIONERS
MAPLETON WATER DISTRICT

Vanessa West, Chair

Art Donnelly, Vice Chair

Resolution 2026-11

Original attachment: Resolution 2026-11.pdf

Resolution 2026-11 - page 1 of 2

MAPLETON WATER DISTRICT
PO BOX 435, MAPLETON, OREGON, 97453

RESOLUTION 2026-11

A RESOLUTION INCREASING THE DISTRICT CAPITALIZATION THRESHOLD FROM \$1,000 TO \$5,000

WHEREAS, the Mapleton Water District maintains financial policies and accounting practices for identifying, recording, and reporting capital assets; and

WHEREAS, the District's current capitalization threshold is \$1,000; and

WHEREAS, the Board of Commissioners finds that increasing the capitalization threshold to \$5,000 will better align the District's accounting practices with the nature of its operations, reduce administrative burden, and improve consistency in financial reporting; and

WHEREAS, purchases below the capitalization threshold will continue to be recorded as expenses in the appropriate budget category, unless otherwise required by applicable accounting standards, grant requirements, loan requirements, or other legal obligations;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MAPLETON WATER DISTRICT AS FOLLOWS:

Section 1. Capitalization Threshold Increased

The District's capitalization threshold is hereby increased from \$1,000 to \$5,000.

Section 2. Capital Asset Treatment

Effective upon adoption of this Resolution, tangible assets with an individual acquisition cost of \$5,000 or more and an expected useful life of more than one year shall be recorded as capital assets, unless a different treatment is required by applicable law, accounting standards, grant terms, loan requirements, or other binding requirements.

Section 3. Expense Treatment for Items Below Threshold

Purchases with an individual acquisition cost of less than \$5,000 shall generally be recorded as current expenses in the appropriate fund and budget category, rather than capitalized, unless otherwise required.

Section 4. Policy and Record Updates

The District's accountant, bookkeeper, Office Administrator, and other authorized financial representatives are authorized and directed to update District accounting records, fixed asset

Resolution 2026-11 - page 2 of 2

schedules, financial procedures, and related policy documents as necessary to reflect the revised capitalization threshold.

Section 5. Effective Date

This Resolution shall take effect July 1, 2026.

ADOPTED by the Board of Commissioners of the Mapleton Water District this ____ day of _____, 2026.

	Commissioner	Aye	Nay	Present, Not Voting	Absent
Position 1	A. Donnelly				
Position 2	S. Elliott				
Position 3	<i>Vacant</i>				
Position 4	V. West				
Position 5	S. Kelly				
Vote Totals					

BOARD OF COMMISSIONERS
MAPLETON WATER DISTRICT

Vanessa West, Chair

Art Donnelly, Vice Chair

Resolution 2026-12

Original attachment: Resolution 2026-12.pdf

Resolution 2026-12 - page 1 of 2

MAPLETON WATER DISTRICT
PO BOX 435, MAPLETON, OREGON, 97453

RESOLUTION 2026-12

RESOLUTION TO FORMALLY ESTABLISH A WASTEWATER IMPROVEMENTS CAPITAL PROJECT FUND

WHEREAS, the Mapleton Water District Board of Commissioners recognizes the need to establish a Capital Project Fund for the purpose of recording the resources and expenditures needed for wastewater capital improvements; and

WHEREAS, the District has previously established capital project funds by resolution for the purpose of separately accounting for capital project resources and expenditures; and

WHEREAS, the District is authorized to establish Capital Project Funds pursuant to **OAR 150-294-0420**;

BE IT RESOLVED, that the Board of Commissioners of the Mapleton Water District hereby formally establishes a Capital Project Fund known as the Wastewater Improvements Capital Project Fund.

BE IT FURTHER RESOLVED, that the capital project known as the Wastewater Capital Improvements Project is associated with the Wastewater Improvements Capital Project Fund and has been authorized by the Board of Commissioners.

BE IT FURTHER RESOLVED, that the Wastewater Improvements Capital Project Fund shall be used to record revenues, grants, loans, transfers, reimbursements, expenditures, and other financial activity related to wastewater capital improvements.

BE IT FURTHER RESOLVED, that the Wastewater Improvements Capital Project Fund will be dissolved at project completion, and any remaining balance or deficit shall be transferred, reclassified, or otherwise accounted for as directed by the Board of Commissioners and in accordance with applicable budget and accounting requirements.

BE IT FURTHER RESOLVED, that this resolution shall be effective from its adoption date by the Mapleton Water District Board of Commissioners.

ADOPTED by the Board of Commissioners on this ___ day of _____, 2026.

Resolution 2026-12 - page 2 of 2

	Commissioner	Aye	Nay	Present, Not Voting	Absent
Position 1	A. Donnelly				
Position 2	S. Elliott				
Position 3	<i>Vacant</i>				
Position 4	V. West				
Position 5	S. Kelly				
Vote Totals					

BOARD OF COMMISSIONERS

MAPLETON WATER DISTRICT

Vanessa West, Chair

Art Donnelly, Vice Chair

Resolution 2026-13

Original attachment: Resolution 2026-13.pdf

Resolution 2026-13 - page 1 of 2

MAPLETON WATER DISTRICT
PO BOX 435, MAPLETON, OREGON, 97453

RESOLUTION 2026-13

RESOLUTION TO FORMALLY ESTABLISH A WTP SECURITY UPGRADES CAPITAL PROJECT FUND

WHEREAS, the Mapleton Water District Board of Commissioners recognizes the need to establish a Capital Project Fund for the purpose of recording the resources and expenditures needed for water treatment plant security upgrades; and

WHEREAS, the District has previously established capital project funds by resolution for the purpose of separately accounting for capital project resources and expenditures; and

WHEREAS, the District is authorized to establish Capital Project Funds pursuant to **OAR 150-294-0420**;

BE IT RESOLVED, that the Board of Commissioners of the Mapleton Water District hereby formally establishes a Capital Project Fund known as the WTP Security Upgrades Capital Project Fund.

BE IT FURTHER RESOLVED, that the capital project known as the WTP Security Upgrades Project is associated with the WTP Security Upgrades Capital Project Fund and has been authorized by the Board of Commissioners.

BE IT FURTHER RESOLVED, that the WTP Security Upgrades Capital Project Fund shall be used to record revenues, grants, loans, transfers, reimbursements, expenditures, and other financial activity related to water treatment plant security upgrades.

BE IT FURTHER RESOLVED, that the WTP Security Upgrades Capital Project Fund will be dissolved at project completion, and any remaining balance or deficit shall be transferred, reclassified, or otherwise accounted for as directed by the Board of Commissioners and in accordance with applicable budget and accounting requirements.

BE IT FURTHER RESOLVED, that this resolution shall be effective from its adoption date by the Mapleton Water District Board of Commissioners.

ADOPTED by the Board of Commissioners on this ___ day of _____, 2026.

Resolution 2026-13 - page 2 of 2

	Commissioner	Aye	Nay	Present, Not Voting	Absent
Position 1	A. Donnelly				
Position 2	S. Elliott				
Position 3	<i>Vacant</i>				
Position 4	V. West				
Position 5	S. Kelly				
Vote Totals					

BOARD OF COMMISSIONERS

MAPLETON WATER DISTRICT

Vanessa West, Chair

Art Donnelly, Vice Chair

Assistant Water System Operator Compensation Summary

Original attachment: Standard Compensation Summary - Assistant Water System Operator 20260513.pdf

Assistant Water System Operator Compensation Summary - page 1 of 1

Position Compensation Summary

Assistant Operator

Rate of Pay Range: \$18.50 to \$30.00 per hour

- Uncertified Operator: \$18.50 to \$22.50 per hour
- Under certified Operator: \$22.50 to \$25.50 per hour
- Fully Certified Operator (Level 1 Collection/Level 1 Treatment): \$25.50 to \$30.00 per hour

Work Week: Monday through Sunday

Overtime

Given the regular time requirements of this position, overtime pay will be determined by the Operations Manager within State and Federal labor law requirements.

Holidays

The holidays listed below are considered paid holidays. If the assistant operator performs work on a holiday, the standard rate applies in addition to holiday pay. The assistant operator shall be entitled to holiday pay on the following days: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Non-emergency work performed on these days must be approved by the Operations Manager to be eligible for the holiday pay rate.

Paid Time Off

The assistant operator shall accrue 40 hours of paid time off on the first and second anniversary of employment. On the third and every succeeding anniversary of employment, the operator shall be entitled to 80 hours of paid time off. No more than 10 hours of Paid Time Off may be carried forward from one year to the next. Unused paid time off may not be cashed out.

Lead Water System Operator Compensation Summary

Original attachment: Standard Compensation Summary - Lead Water System Operator 20260513.pdf

Lead Water System Operator Compensation Summary - page 1 of 2

Position Compensation Summary

Lead Water System Operator

Rate of Pay Range: \$25.50 to \$37.50 per hour

- Tier 1 - Uncertified Operator: \$25.50 to \$30.00 per hour
- Tier 2 – Under-certified Operator: \$30.00 to \$32.50 per hour
- Tier 3 - Fully Certified Operator (Level 2 Treatment/Level 1 Distribution): \$32.50 to \$37.50 per hour

Work Week: Monday through Sunday

On-Call Pay

The operator shall be eligible for on call pay if he is within 30 minutes' driving distance of the Water Treatment Plant located at 11419 Highway 36, Mapleton, Oregon and available to respond.

The operator will be paid for three hours for a full day of on-call duty at the standard rate of pay. On-call pay will be prorated if the operator is out of the on-call area or not available for a period exceeding three hours from 12:00 a.m. to 11:59 p.m. on any on-call day. It will be assumed that the operator is on-call unless the Board of Commissioners' Designated Operations Manager has been informed otherwise. The operator must notify the Operations Manager if he is unable to be on-call in cases of a planned absence, illness, injury or personal emergency.

The first hour of work performed during an on-call duty day will be included in the three hours of on-call pay. Work performed more than one hour will be paid at whichever rate ordinarily applies.

Overtime

The operator shall be entitled to overtime pay rate (1.5 times the standard rate) for work performed of more than 40 hours during the workweek (12:00 a.m. on Monday to 11:59 p.m. on Sunday). On-call pay will not be considered in the calculation of overtime with the exception of the first hour of work performed during the on-call day.

Holidays

The holidays listed below are considered paid holidays. If the operator performs work on a holiday, the standard rate applies in addition to holiday pay. The operator shall be entitled to holiday pay on the following days: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Non-emergency work performed on

Lead Water System Operator Compensation Summary - page 2 of 2

these days must be approved by the Operations Manager to be eligible for the holiday pay rate.

Paid Time Off

The operator shall accrue 40 hours of paid time off (PTO) on the first and second anniversary of employment. On the third and every succeeding anniversary of employment, the operator shall be entitled to 80 hours of paid time off. No more than 10 hours of paid time off may be carried forward from one year to the next. Unused paid time off may not be cashed-out.

Grant Report

Original attachment: Grant Report.pdf

Grant Report - page 1 of 3

From: [Art Donnelly](#)
To: [Jordan Walker](#)
Subject: Grant Report
Date: Saturday, May 16, 2026 1:10:31 PM

Hi Jordan,

Here you go:

- **Water Tank Rehabilitation** Project, Budget Total: \$900,000 **Source:** U.S. Congressional Direct Spending Grant for \$675,000, required Match \$225,000, **Status:** Final Application process with USDA started. With cooperation from OHA and Biz Oregon, we qualified for Match funding as 50% grant/50% loan and have been offered terms of 30 years at 1% interest. Preliminary Engineering Report completed and submitted to USDA.
- **Water Treatment Plant Security Fencing** Project, Budget Total: \$37,500 **Source:** Three Rivers Foundation Community Grant Program, request for \$35,000, with a SDIS Match \$2500, **Status:** Application Submitted/ Awardees announced sometime in June.
- **Two-years of General Operating Assistance**, Budget Total: \$40,000 (\$20,000 per year) **Source:** Lane County United Way Community Support Grant, **Status:** Application Submitted/ Awardees announced sometime in June.
- **Two years of Assistance with Operator Certification Assistance for Sewer and Water, plus Office Administration Support**, Budget Total: \$100,000 (\$50,000 per year) **Source:** Lane County United Way Community Transformation Grant, **Status:** Application Submitted/ Awardees announced sometime in June.
- **Riverview Avenue Distribution Line Replacement** Project, Budget Total: \$1,843,000 **Source:** U.S. CDS (House) Grant for \$1,474,400, required Match \$368,600, **Status:** Application Submitted. I received notification on 04/03, from Rep. Val Hoyle that our proposal has been selected from a pool of 70 proposals; to be one of five that will be considered by the House Appropriations Committee.
- **Riverview Avenue Distribution Line Replacement** Project, Budget

Grant Report - page 2 of 3

Total: \$1,843,000 **Source:** U.S. CDS (Senate) Grant for \$1,474,400, required Match \$368,600 , **Status:** Application Submitted. I received notification On 05/06, from Senator Merkley's Office that our proposal was selected from the pool of local proposal and will now advance to consideration by the US Senate Appropriations Committee.

- **Sewer System Rehabilitation, Hardening and Upgrade Project**, Budget Total: \$1,059,970 **Source:** Economic Development Administration FY2025 Disaster Supplemental Grant Program for \$847,976, required Match \$211,994, **Status:** Application Submitted. I successfully answered the 1st round RFI about our project and have been given an update on the schedule by EDA staff: Regional evaluations will take about two more months, if we are selected from the Regional pool, the National evaluation and selection round will take about 6-months. *Jordan and I are working with Biz Oregon to lock in the best financing package for the required "Match" funds.
- **Federal Readiness and Leverage Fund**, Budget Total: \$50,000 **Source:** Ford Family Foundation, **Status:** Close-out Report Submitted
- **Federal Readiness and Leverage Fund**, Budget Total: \$20,000 **Source:** Round House Foundation, **Status:** Close-out Report Submitted
- **Federal Readiness and Leverage Fund Supplemental**. Budget Total: \$15,000.00 **Source:** Ford Family Foundation, *This funding will be used to pay for consulting help to rewrite and resubmit the FY2022 & 2024 FEMA/BRIC sub-applications. **Status:** Application Submitted on 04/28. Waiting to hear.
- **Emergency Water Bottle Filling Station Project**, Budget Total: \$17,049 **Source:** Oregon Dept. of Health and Human Services, Office of Emergency Management, **Status:** Final testing completed successfully! Our design makes safe, potable water. I will begin work on the close out report once I get the final accounting from Jordan.
- **Chestnut Neighborhood/ MSD School Campus Distribution Line and Booster Pump Replacement Project**, Budget Total:

Grant Report - page 3 of 3

(TBD) **Source:** FY2024 FEMA/BRIC selected Sub-application.

Status: The BRIC program has been reinstated after being canceled in February of 2025.*

- **Additional 300,000-gallon Water Storage Tank Project**, Budget Total (TBD) **Source:** FY2022 FEMA/BRIC selected Sub-application.
Status: The BRIC program has been reinstated after being canceled in February of 2025.*

* **Note on FEMA/BRIC:** both of our two proposals are still viable. However, both are written as, no longer eligible, "Phased" projects. They both need to be completely re-written, re-formatted and have new budgets built. Instead of funding the complete projects: \$5.6M for the Chestnut Neighborhood Distribution line project and \$3.25M for the additional water storage tank, these proposals will now only be able to fund 90% Design and Engineering work. The sub-applications will need to be completed and resubmitted by 07/01/26. I have begun work with a consulting engineer on the rewriting of the sub-applications. We are getting technical assistance from OEM and Lane County staff.