

WATER CONSERVATION  
AND DROUGHT CONTINGENCY MEASURES

CORPUS CHRISTI RAW WATER CONTRACT

11. Water Conservation and Drought Contingency Measures. a. The District acknowledges the terms of the TNRCC Agreed Order of April 28, 1995, which amended the operational procedures relating to Special Condition 5.B, Certificate of Adjudication No. 21-3214, and the City's responsibilities under both the Agreed Order and the Certificate of Adjudication. The District recognizes that the Agreed Order and Certificate of Adjudication may be amended in the future. The agreed order requires the City to provide in any future contracts or any amendments, modifications, or changes to existing contracts the condition that all wholesale customers and any subsequent wholesale customers must develop and have in effect a water conservation and drought management plan consistent with the City plan as required by the TNRCC rule. Therefore, the District agrees that during the term of this contract, it shall have in effect a water conservation and drought management plan consistent with the City's plan. The District also agrees to bind future customers and its existing customers upon contract renewals to develop and have in effect a water conservation and drought management plan consistent with the City plan.

b. If the City implements any measures under its Water Conservation and Drought Contingency Plan, adopted under Section 55-156 of the Code of Ordinances for the City of Corpus Christi, the District shall within 30 days of notice of the implementation of any restrictions, surcharges, or rationing by the City, impose similar restrictions, surcharges, or rationing measures on its customers. Any contract for the resale of water furnished by the District shall contain a similar condition. If for whatever reason the District, or its customer, is unable or unwilling to impose the required restrictions, surcharges, or rationing measures within the required time period, the District, or its customer, shall reduce its consumption of water from the system as follows:

(1) During Condition I -- Water Shortage Possibility, diversions from the system shall be reduced by 10% from the average diversions for the same month of the year over the previous three years.

(2) During Condition II -- Water Shortage Watch, diversions from the system shall be reduced by 20% from the average diversions for the same month of the year over the previous three years.

(3) During Condition III -- Water Shortage Warning, diversions from the system shall be reduced by 30% from the average diversions for the same month of the year over the previous three years.

(4) During Condition IV -- Water Shortage Emergency, diversions from the system shall be reduced by 60% from the average diversions for the same month of the year over the previous three years.

c. If for whatever reason the District, or its customer, is unable or unwilling to impose the required restrictions, surcharges, or rationing measures within the required time period, but relies upon other sources of water for all or a portion of its water requirements, the District, or its customer, agrees not to request an increase in the amount of water being diverted from the system should the District's, or its customer's, other source(s) of water fail to continue to yield the amounts of water anticipated.

d. To the extent that the TNRCC or other regulatory agency requires rationing of water in a manner stricter than that imposed by the City, the District will comply with such stricter method of rationing water.

e. The District shall furnish a copy of any ordinances, orders, or rules adopted by it or its customers that is adopted to implement the required restrictions, surcharges, or rationing

measures within the applicable jurisdiction. If for whatever reason the District, or its customer, is unable or unwilling to impose the required restrictions, surcharges, or rationing measures, the City may audit the records of the District to ensure that the District or its customer has reduced its diversions by the amount required by this Section.

f. The failure of the District to comply with this Section of the Contract is a "default" under Section 16 of this Contract.

12. **Relocation.** If the City determines that it is necessary to adjust or relocate any or all of the facilities constructed by the District in order to repair, alter or reconstruct the Calallen channel diversion dam or other City facilities used to deliver water under this Contract, the District shall bear the full cost of such adjustments or relocations of District facilities. The City will give due and careful consideration to the location of the District's facilities and will, within the limits of sound engineering and ultimate total project cost to all agencies, minimize the required relocation of the facilities of the District.

13. **Corpus Christi Right to Sell.** The City and the District retain the right to sell untreated water at points and to customers that are located either within or outside of the boundaries of the District, consistent with applicable law, and they will consult with each other about plans for extensions into new areas.

14. **Force Majeure.** If the City or District is prevented, wholly or in part, from fulfilling its obligations under this Contract by reason of any act of God, unavoidable accident, acts of enemies, strikes, fires, floods, conservation of water for those with superior and legal rights to such water, governmental restraint or regulation, other causes of force majeure, or by reason of circumstances reasonably beyond its control, then the obligations of City or District, as provided in this Contract, are temporarily suspended during continuation of such force majeure. No

ARTICLE  
WATER CONSERVATION AND DROUGHT CONTINGENCY MEASURES  
CORPUS CHRISTI TREATED WATER CONTRACT

City, which are not under Contract to others, and which are owned by the City, may be used to supply water during the time this Contract remains in force. Further, that this Contract is subject to the City's responsibility and obligation to provide water to municipal and industrial consumers within the Corpus Christi city limits and other municipal and industrial consumers outside its city limits. Subject to Section 11, Water Conservation and Drought Contingency Measures, the City binds and obligates itself, however, to take the necessary actions within its power and to make the necessary applications to obtain whatever additional water rights as may be necessary to adequately meet the needs of its existing contracts, this Contract, and any future contractual obligations of the City. It is also mutually agreed and understood that this Contract is subject to the jurisdiction of the Texas Natural Resources Conservation Commission ("TNRCC"), any successor agency, or any other regulatory authority that may have jurisdiction over such matters. The District agrees to support any future City requests to the TNRCC or other regulatory authorities for permission to acquire water rights or provide water to the District and other customers.

11. **Water Conservation and Drought Contingency Measures.** a. The District acknowledges the terms of the TNRCC Agreed Order of April 28, 1995, which amended the operational procedures relating to Special Condition 5.B, Certificate of Adjudication No. 21-3214, and the City's responsibilities under both the Agreed Order and the Certificate of Adjudication. The District recognizes that the Agreed Order and Certificate of Adjudication may be amended in the future. The agreed order requires the City to provide in any future contracts or any amendments, modifications, or changes to existing contracts the condition that all wholesale customers and any subsequent wholesale customers must develop and have in effect a water conservation and drought management plan consistent with the City plan as required by the

TNRCC rule. Therefore, the District agrees that during the term of this contract, it shall have in effect a water conservation and drought management plan consistent with the City's plan. The District also agrees to bind future customers and its existing customers upon contract renewals to develop and have in effect a water conservation and drought management plan consistent with the City plan.

b. If the City implements any measures under its Water Conservation and Drought Contingency Plan, adopted under Section 55-156 of the Code of Ordinances for the City of Corpus Christi, the District shall within 30 days of notice of the implementation of any restrictions, surcharges, or rationing by the City, impose similar restrictions, surcharges, or rationing measures on its customers. Any contract for the resale of water furnished by the District shall contain a similar condition. If for whatever reason the District, or its customer, is unable or unwilling to impose the required restrictions, surcharges, or rationing measures within the required time period, the District, or its customer, shall reduce its consumption of water from the system as follows:

(1) During Condition I -- Water Shortage Possibility, deliveries from the system shall be reduced by 10% from the average deliveries for the same month of the year over the previous three years.

(2) During Condition II -- Water Shortage Watch, deliveries from the system shall be reduced by 20% from the average deliveries for the same month of the year over the previous three years.

(3) During Condition III -- Water Shortage Warning, deliveries from the system shall be reduced by 30% from the average deliveries for the same month of the year over the previous three years.

(4) During Condition IV -- Water Shortage Emergency, deliveries from the system shall be reduced by 60% from the average deliveries for the same month of the year over the previous three years.


c. If for whatever reason the District, or its customer, is unable or unwilling to impose the required restrictions, surcharges, or rationing measures within the required time period, but relies upon other sources of water for all or a portion of its water requirements, the District, or its customer, agrees not to request an increase in the amount of water being diverted from the system should the District's, or its customer's, other source(s) of water fail to continue to yield the amounts of water anticipated.

d. To the extent that the TNRCC or other regulatory agency requires rationing of water in a manner stricter than that imposed by the City, the District will comply with such stricter method of rationing water.

e. The District shall furnish a copy of any ordinances, orders, or rules adopted by it or its customers that is adopted to implement the required restrictions, surcharges, or rationing measures within the applicable jurisdiction. If for whatever reason the District, or its customer, is unable or unwilling to impose the required restrictions, surcharges, or rationing measures, the City may audit the records of the District to ensure that the District or its customer has reduced its deliveries by the amount required by this paragraph.

f. The failure of the District to comply with this Section of the Contract is a "default" under Section 15 of this Contract.

12. **Corpus Christi Right to Sell** - The City and the District retain the right to sell treated water at points and to customers that are located either within or outside of the boundaries of the



WATER CONTRACT AMENDMENT

THE STATE OF T E X A S     )

COUNTY OF SAN PATRICIO     )

WHEREAS, BY INSTRUMENT DATED THE 13th day of May, 1963, the San Patricio Municipal Water District, hereinafter referred to as "San Patricio District", and the CITY OF PORTLAND, hereinafter referred to as "City", entered into a contract whereby San Patricio District agreed to sell to the City and the City agreed to buy from San Patricio District, treated water for resale to the City's customers; and,

WHEREAS, since the date of that agreement, the San Patricio District has discontinued the purchase of water from Reynolds Metals Company and has entered into a contract to purchase water direct from the City of Corpus Christi, Texas, which water is transported from the Corpus Christi source near Calallen, Texas, to the District's water treatment plant between Gregory and Ingleside, Texas; and,

WHEREAS, the District is now in the process of negotiating with the City of Corpus Christi, Texas, to purchase the Reynolds Metals Company treated water supply line, which the City of Corpus Christi recently obtained from Reynolds Metals Company, and to make capital improvements to other facilities of the District, all of which must be financed by revenue bonds of the District; and

WHEREAS, such revenue bonds must be supported by contracts for the sale of water by the District to the principal customers purchasing water from the District; and

WHEREAS, the present contract expires in 1993, prior to the anticipated date of the amortization of such bonds; and,

WHEREAS, such changed conditions require the amendment of certain portions of the said contract between the said District and City;

NOW, THEREFORE, the parties hereto, each acting by and through the official representatives duly authorized by the governing body of each party, agree hereby that said contract shall be amended as follows:

1. All references in said contract to the purchase of water by the San Patricio District from Reynolds Metals Company shall be amended to refer to the purchase of water by the San Patricio District from the City of Corpus Christi, Texas.
2. Paragraph 10 TERM in said contract shall be deleted as it now reads and the following provision substituted: "This contract shall be in force and effect until the bonds issued by the San Patricio District for the purchase of such water supply line and other capital improvements of the District have been fully amortized, but in no event shall the term of the Contract be less than twenty (20) years nor more than thirty (30) years from the effective date of this amendment, except upon the mutual agreement of the parties."
3. The effective date of this amendment to said contract shall be November 15, 1983.

EXECUTED by the San Patricio Municipal Water District this 8th day of December, 1983.

SAN PATRICIO MUNICIPAL WATER  
DISTRICT

By: W. D. Miller  
W. D. Miller, President

ATTEST:

Leela Phelps  
Leela Phelps, Secretary



EXECUTED by the City of Portland, Texas, this  
6th day of December, 1983.

CITY OF PORTLAND, TEXAS

By: Bobby D. Whittington  
Mayor

ATTEST:

J. Keith Carson  
Secretary

THE STATE OF TEXAS         $\phi$   
COUNTY OF SAN PATRICIO    $\}$

THIS CONTRACT AND AGREEMENT, made and entered into this 13th.  
day of MAY, 1963, by and between San Patricio  
Municipal Water District, a conservation district and political subdivi-  
sion of the State of Texas, duly created by the Legislature of the State  
of Texas, acting herein by and through its duly authorized officers, here-  
inafter called "District", and the City of PORTLAND, TEXAS, a  
Municipal Corporation, duly organized under the laws of the State of  
Texas, acting herein by and through its duly authorized officers, here-  
inafter called "City",

W I T N E S S E T H :

THAT WHEREAS, District has entered into a contract with Reynolds  
Metals Company for the purchase of water by the District from Reynolds  
by means of a water transmission pipe line extending from the reservoir  
of the City of Corpus Christi, Texas, at or near Calallen, Texas, to manu-  
facturing plants of Reynolds near Gregory in San Patricio County, Texas,  
a copy of said contract having heretofore been furnished to City, and in  
addition to such supply District has or will obtain other and additional  
sources of water; and

WHEREAS, District is desirous of furnishing and selling to City,  
and City is desirous of buying from District, treated water to be used by  
it and its customers:

NOW, THEREFORE, in consideration of the premises and of the  
mutual covenants and agreements herein contained, District agrees to sell  
to City and City agrees to purchase from District, water upon the terms  
and conditions and for the consideration hereinafter set forth, to-wit:

1. QUANTITY. Subject to the provisions of Paragraph 8 hereof, the District agrees to sell and deliver to City at the delivery point hereinafter specified, and City agrees to purchase and take at said delivery point, all water required by City during the period of this agreement for its own use and for distribution to all customers served by the City's water distribution system. Both parties to this agreement understand that District has similar contracts to furnish water to other municipalities and other customers and will make additional contracts from time to time to furnish water to other customers. Neither party to this agreement is in a position to estimate the maximum or minimum amount of water which may be required by City for any day during the term of this agreement. The District will use its best efforts to remain in a position to furnish water sufficient for the reasonable demands of City, but its obligation shall be limited to the quantity of water available to it under its contract with Reynolds and such other sources of water supply as District may be able to obtain, having due regard for the equitable rights of other customers of the District to water from the same source.

2. QUALITY. The quality of the water from the Reynolds line sold by the District to the City shall be substantially the same as the quality of such water when delivered to the District by Reynolds. The City recognizes that the District has no control over the quality which may be delivered by the City of Corpus Christi to Reynolds or by Reynolds to the District, but the District shall use due diligence to maintain the quality of water as received from Reynolds while it is in the possession and control of the District. If District delivers water to City from some source other than the Reynolds line, such water shall be treated water of such quality as to meet the requirements of the Texas Department of Health unless the parties to this contract shall agree for the District to furnish City with untreated water and for City to supply its own treatment facilities.

3. POINT OF DELIVERY AND TITLE. For the purpose of serving City, District has constructed a pipe line from a point on the Reynolds pipe line to a point of connection with the City's transportation or distribution system, which point has been determined by a prior agreement between the City and the District. Title to water shall pass to City when it passes through the meter at or near the point of delivery. Should any pipe line or appurtenances owned by the District be installed in any street, alley or public way within the boundaries of the City, as same are now constituted or as may hereafter be extended, the City hereby grants to the District the right, privilege and franchise of using such streets, alleys and public ways for the purpose of maintaining, operating, laying, repairing, and removing such pipe lines and appurtenances.

4. MEASURING EQUIPMENT. The District shall furnish, install, operate and maintain at its own expense at said delivery point the necessary equipment and devices of standard type for measuring properly the quantity of water delivered under this agreement. Such meter or meters and other equipment so installed shall remain the property of the District. The City shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by the employees or agents of the District. For the purpose of this agreement the original record or reading of the meter or meters shall be the journal or other record book of District in its office in which the records of the employees or agents of District who take the reading are or may be transcribed. Upon written request of City the District will give City a copy of such journal or record book, or permit City to have access to the same in the office of the District during reasonable business hours.

Not more than once in each calendar month, on a date as near to the end of such calendar month as practical, District shall calibrate its

Meters if requested in writing by City to do so, in the presence of a representative of City, and the parties shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and if the check meters hereinafter provided for have been installed, the same shall also be calibrated by City in the presence of a representative of District and the parties shall jointly observe any adjustment in case any adjustment is necessary. If City shall in writing request District to calibrate its meters and District shall give City notice of the time when any such calibration is to be made and a representative of City is not present at the time set, District may proceed with calibration and adjustment in the absence of any representative of City.

If either party at any time observes a variation between the delivery meter or meters and the check meter or meters, if any such check meter or meters shall be installed, such party will promptly notify the other party, and the parties hereto shall then cooperate to procure an immediate calibration test and joint observation of any adjustment and the said meter or meters shall then be adjusted to accuracy. Each party shall give the other party forty-eight (48) hours' notice of the time of all tests of meters so that the other party may conveniently have a representative present.

If upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two per cent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any meters are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water

delivered through the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

City may, at its option and its own expense, install and operate a check meter to check each meter installed by District, but the measurement of water for the purpose of this agreement shall be solely by the District's meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the District, but the reading, calibration and adjustment thereof shall be made only by the City, except during any period when a check meter may be used under the provisions hereof for measuring the amount of water delivered, in which case the reading calibration and adjustment thereof shall be made by District with like effect as if such check meter or meters had been furnished or installed by District.

5. UNIT OF MEASUREMENT. The unit of measurement for water delivered hereunder shall be 1000 gallons of water, U. S. Standard Liquid Measure.

6. BILLING AND PAYMENT. The District shall read all of the meters monthly and will promptly render monthly bills to the City based on such readings. Such bills shall be due and payable within 25 days from the date the same are deposited in the United States mails properly

stamped and addressed to the City. If the City fails to pay any bill due to the District on or before its due date, the District may give notice of such delinquency to the City in writing and if all bills due and unpaid are not paid within 15 days after the deposit of such notice, properly stamped and addressed to the City, in the United States mails, then the District shall be authorized to discontinue further water service until all bills due have been paid in full.

7. PRICE OF WATER. The parties hereto recognize that because the price which the District must pay Reynolds for water delivered to the District by Reynolds may vary from time to time as set forth in the contract between the District and Reynolds, and further because the operation and maintenance expenses of the District and debt service requirements on its revenue bonds issued to provide facilities with which to serve the City will vary from time to time, that it is neither practical nor possible to fix a schedule of rates in this contract which will control the price paid by the City to the District for water delivered under this contract. The parties further recognize, however, that the District is not organized for profit and that its rates for water should at all times be the lowest possible rates which are consistent with good business management on the part of the District and with the commitment which the District must make to its bond holders in order to provide funds with which to construct the facilities necessary to carry on its operations. The District further recognizes its obligations as a public utility to serve all customers of the same class without discrimination either as to rate or type of service. The parties further recognize that the District may in the future acquire the water transportation line of Reynolds Metals Company and may otherwise enlarge, extend and improve its water supply and transportation facilities.

The District shall from time to time establish and publish STANDARD RATES for each classification of customers which rates shall not

discriminate as between customers of the same class.

The City agrees to pay the District for water delivered to it by the District the respective sums as set forth in a uniform rate schedule established and published by the District for service to cities from time to time, which schedule of rates shall make provision for the following costs and expenses and no more, to-wit:

- (a) Cost of water purchased or produced by the District, including the monthly minimum guarantees to Reynolds, including a reasonable charge for loss or leakage.
- (b) Maintenance and operating expenses of the District, including a reasonable reserve for emergencies and contingencies.
- (c) Cost of repairing and replacing damaged worn out or obsolete parts of the District's system.
- (d) Debt service requirements on the bonds of the District issued to provide water to its customers, including reasonable reserves as provided in the resolution or indenture authorizing the issuance of such bonds.
- (e) Minimum monthly payments based upon minimum payments required of District under its contract with Reynolds, minimum debt service payments and reserves required of the District under its bond resolution or indenture, and minimum operating and maintenance expenses which must be paid regardless of the quantity of water delivered each month.

It is agreed and understood that the District will have certain fixed costs and minimum operating expenses which will require the payment of minimum monthly charges by each customer irrespective of actual quantities of water delivered and it is agreed that the STANDARD RATES established by the District shall include reasonable monthly minimum payments to be paid by each customer.

8. FORCE MAJEURE. If the District should be prevented, wholly or in part, from furnishing water to the City under this contract by reason of an act of God, unavoidable accident, acts of the public enemy, strikes, floods, fires, governmental restraint or regulations, breaks in



the District's pipe lines, or for any other cause, beyond the District's control, then the obligation of the District to deliver water to the City shall be temporarily suspended during the continuance of such force majeure.

The rights of the City to obtain delivery of water from the District shall also be subject to all rights of the City of Corpus Christi with respect to the furnishing of water by said City of Corpus Christi to Reynolds under the conditions of Reynolds contract with the City of Corpus Christi and to all rights of Reynolds with respect to the furnishing of water by Reynolds to the District under the provisions of the District's contract with Reynolds (except the right of Reynolds to discontinue service to the District for non-payment of bills). Reference is here made to each of said contracts, the terms of which are familiar to both of the parties hereto.

No damage shall be recoverable from the District by reason of the temporary suspension of delivery of water due to any of the causes above mentioned or due to the failure of Reynolds to deliver water to the District. If the District's ability to deliver water to the City is affected by any of the causes above mentioned, the District shall promptly notify the City in writing, giving the particulars as soon as practicable after the occurrence of the cause or causes for such interruption.

If the supply of water available to the District is insufficient for any reason to serve the requirements of all of its customers, then the available amount of water will be allocated by the District so as to meet the requirements of its various customers in accordance with their respective needs.

9. ALTERATIONS AND REPAIRS. It is expressly recognized by the City that the District may be compelled to make necessary alterations, repairs and extensions of new or additional water transportation facilities from time to time during the life of this contract, and any suspension of delivery to the City due to such operation shall not be cause for

claim of damage on the part of the City, provided all reasonable effort is used by the District to provide the City with water in accordance with this contract. In such case, the District shall give the City as much advance notice as may be practicable of the suspension of delivery and of the estimated duration thereof.

10. TERM. Unless sooner terminated or extended by mutual agreement of the parties hereto, this contract shall be in force and effect for a term of thirty (30) years from the effective date of this contract.

11. EFFECTIVE DATE. The effective date of this contract shall be On or Before June 1, 1964, or such earlier date as may be agreed upon by the parties hereto.

12. MODIFICATION. This contract shall be subject to change or modification at any time but only with the mutual consent of the governing bodies of each of the parties hereto.

EXECUTED ON THIS the 13th. day of MAY, 19 63,  
AT INGLESIDE, Texas.

SAN PATRICIO MUNICIPAL WATER DISTRICT

By: W. H. Edwards  
President, Board of Directors

ATTEST:

Emory Brown  
Secretary

City of PORTLAND, TEXAS

By: Robert W. Whitman  
Mayor

ATTEST:

James W. Relfeld  
City Secretary

ATTACHMENT 8

02 -WATER/WASTEWATER FUND

ACCOUNT# TITLE

ASSETS

00110010	CLAIM ON POOLED CASH	248,685.29
00110120	CUSTOMER WATER DEP-RESTR	138,528.45
00110200	UTILITY BILLING - CHANGE F	280.00
00110210	PETTY CASH - PUBLIC WORKS	100.00
00110300	DEPOSITORY BANK	0.00
00110310	CERTIFICATES OF DEPOSIT-UN	0.00
00110315	CERT. OF DEP. - DEBT SER.	0.00
00110325	CDARS - Investment	511,840.90
00110326	CDARS INTEREST HOLDINGS	11,740.79
00110330	BROKERAGE ACCOUNT	264,698.55
00110335	CD's VIA BROKERAGE	1,715,331.10
00110350	TEXPOOL-ENTERPRISE FUND	174,958.72
00120100	2000 Rev Bonds Int & Sink	0.00
00120105	REV BONDS I & S - ALL SERI	671,488.55
00120109	2009 DOYLE SWR BONDS - I &	0.00
00120200	2002 BONDS - INT & SINKING	0.00
00120240	2004 BONDS - INT & SINKING	0.00
00120290	2009a REV BONDS - I & S	0.00
00120400	REVENUE BOND RESERVE	41,416.60
00120500	CUSTOMER DEPOSIT-RESTR	27,596.91
00120535	CUSTOMER DEP - CD @ BROKER	248,000.00
00120600	EXTEND/ENLARGE WATE-RESTR	13,134.99
00120700	SHERWIN MOU ESCROW	250,040.19
00130000	ACCOUNTS RECEIVABLE	3,762.23
00131000	WATER-SEWER ACCOUNTS REC	626,654.48
00131025	DEPOSITS RECEIVABLE	0.00
00131050	A/R UNAPPLIED CREDITS (	10,187.76)
00131100	ALLOWANCE FOR UNCOLLECT	61,854.99
00132275	INTEREST RECEIVABLE	3,568.96
00133000	OTHER RECEIVABLES	0.00
00133010	ACCT REC.-REFUNDS PAYABLE(	1,803.94)
00133100	DEPOSIT AT DATA PROSE	3,100.00
00133200	INTEREST REC	0.00
00134000	PREPAID EXPENSE	0.00
00141100	DUE FROM GENERAL FUND	0.00
00141200	DUE FROM 4B TAX FUND	0.00
00141900	DUE FROM CITY HALL CONSTR.	0.00
00142000	DUE FROM GO BOND CONST FD	0.00
00142100	DUE FROM VENUE TAX FUND	0.00
00142225	DUE FROM STREET IMPROVEMEN	0.00
00142500	DUE FROM UTILITY REV CONST	0.00
00142525	DUE FROM EMERGENCY SERV FU	0.00
00144000	DUE FROM PAYROLL IMPREST	0.00
00144500	DUE FROM SELF-INSURANCE TR	0.00
00145000	DUE FROM PAYABLE IMPREST	0.00
00146000	DUE FROM REVENUE CONST FD	0.00
00151000	BOOT EXPENSE REIMBURSEMENT	12.38
00151010	PREPAID INSURANCE	27,140.68
00151100	COVERALL EXPENSE REIMBURSE	0.00
00152000	BOND ISSUANCE COST	0.00

AS OF: SEPTEMBER 30TH, 2015

02 -WATER/WASTEWATER FUND

ACCOUNT#	TITLE	
00152010	ACCUMULATED AMORTIZATION	0.00
00152020	DEFERRED AMOUNT	207,312.81
00152025	ACCUM. AMORTIZATION - DEF(	38,047.62)
00161000	WATER CONNECT MATERIAL	161,217.69
00161100	SEWER CONNECT MATERIAL	15,046.89
00210100	LAND	118,362.23
00210200	BUILDINGS	692,505.49
00210300	WATER SYSTEM	11,486,768.62
00210400	SEWER SYSTEM	20,702,142.66
00210500	EQUIPMENT	996,182.34
00210600	ACCUMULATED DEPRECIATION (	9,015,664.97)
00210999	CONSTRUCTION IN PROGRESS	0.00
		30,357,769.20
TOTAL ASSETS		30,357,769.20

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## BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2015

## 02 -WATER/WASTEWATER FUND

ACCOUNT# TITLE

## LIABILITIES &amp; FUND BALANCE

10110110	EXTEND & ENLARGE -ESCROW	13,134.99
10110120	CUSTOMER WATER DEP-ESCROW	454,792.68
10110170	UNEARNED REVENUE-EFFULENT	250,000.00
10112000	UNCLAIMED PROPERTY	0.00
10115010	ACCOUNTS PAYABLE PENDING	360,949.60
10116000	ACCOUNTS PAYABLE	1,988.99
10116050	ACCURED WAGES PAYABLE	1,442.23
10116060	VACATIONS PAYABLE	35,186.88
10116100	MEDICARE PAYABLE	28.43
10116125	SECTION 125 PAYABLE (	201.33)
10116200	FICA PAYABLE	121.55
10116300	FIT PAYABLE	202.32
10116350	EIC PAYABLE	0.00
10116400	RETIREMENT PAYABLE	122.62
10116450	DEFERRED COMP PAYABLE	21.07
10116455	ROTH IRA PAYABLE	1.79
10116500	LIFE INSURANCE PAYABLE	120.05
10116505	EE LIFE INS PAYABLE - dedc	0.00
10116600	CBH PAYABLE	0.00
10116650	EE DEDUCT GROUP HLTH PAYA(	15.34)
10116700	UNIFORM CLEANING PAYABLE	0.00
10116850	RETIREMENT PAY-EMPLOYEE	0.00
10116900	CHILD SUPPORT PAYABLE	11.08
10117000	CREDIT UNION PAYABLE	0.00
10117500	UNITED WAY PAYABLE	1.20
10118000	AFLAC PAYABLE	0.00
10118500	DENTAL PLAN PAYABLE - EE	49.56
10119000	MISC P/R PAYABLE	0.00
10119050	MISC EMPLOYEE DEDUCTS PAYA	0.00
10140000	DUE TO GENERAL FUND	0.00
10142000	DUE TO GO BOND CONST FUND	0.00
10142500	DUE TO UTILITY REV ENUE CO	2,673.80
10144000	DUE TO PAYROLL IMPREST	0.00
10144010	DUE TO SHORELINE & WETLND	0.00
10144500	DUE TO SELF-INSURANCE TRUS	12,586.63
10145000	DUE TO PAYABLE IMPREST	0.00
10146000	DUE TO REV CONST FUND	0.00
10151000	BONDS PAYABLE-CURRENT	885,000.00
10151100	BONDS PAYABLE-COUPON	0.00
10151110	BOND INTEREST-ACCRUED	41,118.00
10161000	O P E B LIABILITY	270,893.00
10210000	CONTRIBUTIONS TO SYSTEM	0.00
10220000	BONDS PAYABLE-LONG TERM	12,409,000.00
10220100	PREMIUM ON BONDS	622,743.55
10220110	ACCUM. AMORT - BOND PREMI(	75,224.46)
11110000	CAPITAL LEASE PAYABLE	0.00
11111000	UTILITY COST RECOVERY PAYA	0.00
20000000	RETAINED EARNINGS	11,196,069.27
20000100	RESERVE BOND DEBT SERVICE	112,137.47
20000200	RESERVE FOR CONSTRUCTION	2,139,738.07



## FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2015

02 -WATER/WASTEWATER FUND  
REVENUES

ACCOUNT NO#	ACCOUNT NAME	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
40209050	MISCELLANEOUS REIMBURSE	0.00	0.00	9,213.32	( 9,213.32)	0.00
40209051	INSURANCE PROCEEDS/REFUNDS	0.00	7,299.21	18,411.76	( 18,411.76)	0.00
41409550	FEMA REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00
43008000	UNBILLED DEPOSIT REVENUE	0.00	0.00	0.00	0.00	0.00
43009000	WATER SALES	3,120,000.00	352,998.90	3,226,579.77	( 106,579.77)	103.42
43009011	SPECIAL WATER SALES	0.00	0.00	0.00	0.00	0.00
43009020	WATER CONNECTION CHARGES	70,000.00	7,431.25	77,795.00	( 7,795.00)	111.14
43009035	WATER RECONNECTION CHARGE	25,000.00	2,050.00	28,075.32	( 3,075.32)	112.30
43009050	WATERLINE BACTERIA TESTING	300.00	0.00	0.00	300.00	0.00
43009091	PUBLIC REIMB - WTR UTIL MT	0.00	12.00	6,298.99	( 6,298.99)	0.00
43209000	SEWER SERVICE CHARGES	2,720,000.00	244,039.08	2,840,500.52	( 120,500.52)	104.43
43209030	SEWER CONNECTION CHARGES	30,000.00	0.00	23,400.00	6,600.00	78.00
43209091	PUB REIMB - SEWR UTIL MATR	0.00	0.00	0.00	0.00	0.00
43409050	SLUDGE HAULING	0.00	0.00	0.00	0.00	0.00
43509000	SALE OF EFFLUENT - SHERWIN	0.00	0.00	0.00	0.00	0.00
49906000	SUBDIVISION CONTRIBUTIONS	0.00	888,681.42	888,681.42	( 888,681.42)	0.00
49909090	MISCELLANEOUS	9,000.00	921.00	14,298.40	( 5,298.40)	158.87
49909094	CONVENIENCE FEE - CREDIT C	0.00	34,783.21	34,783.21	( 34,783.21)	0.00
49909095	BAD DEBTS	0.00	0.00	0.00	0.00	0.00
49909100	INTEREST ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00
49909101	INTEREST ON SAVINGS	0.00	0.00	0.00	0.00	0.00
49909102	INTEREST-TEXPOOL	150.00	79.97	724.23	( 574.23)	482.82
49909103	INTEREST-CDARS	3,400.00	1,783.40	7,062.84	( 3,662.84)	207.73
49909135	INVESTMENT INCOME - BROKER	16,000.00	5,674.55	20,182.20	( 4,182.20)	126.14
49909136	CHANGE IN FAIR VALUE - INV	0.00	( 24,668.90)	44,330.36	( 44,330.36)	0.00
49909500	SALE OF DEPRE. SYSTEM ASSE	0.00	0.00	706.50	( 706.50)	0.00
49909900	TRANSFER-UTILITY BILL OH	0.00	0.00	0.00	0.00	0.00
49909905	PREMIUM ON REFUNDING BONDS	0.00	0.00	0.00	0.00	0.00
49909921	TRANSFER IN VENUE TAX FUND	31,362.00	7,840.50	31,362.00	0.00	100.00
49909925	TRANSFER IN EMER SERV FUND	0.00	0.00	0.00	0.00	0.00
49909929	TRANS-IN TAX NOTE CONST FU	0.00	0.00	81,437.69	( 81,437.69)	0.00
49909940	EQUITY TRANSFER-REVENUE CO	0.00	412,184.22	412,184.22	( 412,184.22)	0.00
49909950	CONTRI-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
49909955	RESERVE FOR CITY HALL CONS	0.00	0.00	0.00	0.00	0.00
49909965	DRAW DOWN OF RETAINED EARN	417,000.00	0.00	0.00	417,000.00	0.00
***	TOTAL REVENUES ***	6,442,212.00	1,941,109.81	7,766,027.75	( 1,323,815.75)	120.55

CITY OF PORTLAND  
FINANCIAL STATEMENT  
AS OF: SEPTEMBER 30TH, 201502 -WATER/WASTEWATER FUND  
EXPENSES

ACCOUNT NO#	ACCOUNT NAME	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
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## FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2015

02 -WATER/WASTEWATER FUND  
EXPENSES

ACCOUNT NO#	ACCOUNT NAME	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
02-ADMINISTRATION						
50201010	SALARIES - ADMINISTRATION	56,001.00	3,664.77	49,651.41	6,349.59	88.66
50201020	SALARIES - CLERICAL	17,171.00	1,453.69	17,623.66	( 452.66)	102.64
50201033	TEMPORARY/SEASONAL	0.00	2.29	2.29	( 2.29)	0.00
50201200	STABILITY PAY	0.00	0.00	0.00	0.00	0.00
50201250	OVERTIME	170.00	0.00	0.00	170.00	0.00
50201270	LONGEVITY PAY	382.00	20.71	268.21	113.79	70.21
50201280	ADVANCED EDUCATION PAY	832.00	66.29	802.29	29.71	96.43
50201300	RETIREMENT	12,334.00	771.94	11,593.99	740.01	94.00
50201410	FICA TAXES	5,136.00	309.71	4,598.02	537.98	89.53
50201420	MEDICARE TAXES	1,201.00	72.42	1,075.37	125.63	89.54
50201430	STATE UNEMPLOYMENT TAX	210.00	0.00	9.00	201.00	4.29
50201500	HEALTH/LIFE INSURANCE	20,381.00	630.32	8,464.03	11,916.97	41.53
50201550	RETIREE HEALTH INSURANCE	5,939.00	489.34	5,427.24	511.76	91.38
50201555	EMP INSURANCE BENEFIT EXTR	0.00	0.00	1,464.62	( 1,464.62)	0.00
50201556	RETIREE DENTAL INSURANCE	0.00	29.00	329.52	( 329.52)	0.00
50201600	WORKERS COMP	1,500.00	0.00	1,410.15	89.85	94.01
50201700	PROPOSED WAGE ADJUSTMENT	4,776.00	0.00	0.00	4,776.00	0.00
50201750	PROPOSED WAGE ADJ-BENEFIT	1,127.00	0.00	0.00	1,127.00	0.00
50201755	PROPOSED RETIREMENT ADJ	0.00	0.00	0.00	0.00	0.00
50201800	O P E B EXPENSE	48,000.00	0.00	0.00	48,000.00	0.00
50202010	PERSONNEL RECRUITMENT	1,000.00	0.00	724.20	275.80	72.42
50202015	EMPLOYMENT PHYSICALS	300.00	0.00	0.00	300.00	0.00
50202020	OFFICE & BUILDING	1,000.00	55.35	661.64	338.36	66.16
50202030	POSTAGE	400.00	0.00	20.66	379.34	5.17
50202040	REPRODUCTION & PRINTING	600.00	0.00	306.56	293.44	51.09
50202045	PHOTOGRAPHIC SUPPLIES	0.00	0.00	0.00	0.00	0.00
50202050	GENERAL SUPPLIES	250.00	0.00	145.65	104.35	58.26
50202060	UNIFORM PURCHASE	0.00	28.45	58.75	( 58.75)	0.00
50202063	UNIFORM CLEANING	600.00	0.00	97.45	502.55	16.24
50202090	MISCELLANEOUS	500.00	175.00	664.89	( 164.89)	132.98
50202093	EMPLOYEE RELATIONS	1,600.00	0.00	1,995.94	( 395.94)	124.75
50202095	VACATION/SICK BUY BACK	7,800.00	0.00	4,328.82	3,471.18	55.50
50202310	COMPUTER HARDWARE- NONCAP	3,000.00	0.00	747.05	2,252.95	24.90
50202315	COMPUTER SOFTWARE- NONCAP	1,000.00	0.00	0.00	1,000.00	0.00
50202320	OFFICE FURN & EQUIP-NONCAP	0.00	0.00	0.00	0.00	0.00
50202340	SMALL EQUIPMENT - NONCAP	0.00	0.00	0.00	0.00	0.00
50202500	ADVERTISING	700.00	0.00	1,959.38	( 1,259.38)	279.91
50202505	COMMUNITY ADVERTISING	9,300.00	399.90	9,921.26	( 621.26)	106.68
50202600	DUES & SUBSCRIPTIONS	400.00	25.00	978.98	( 578.98)	244.75
50202700	TRAVEL TRAINING & MEETING	1,800.00	200.00	3,178.70	( 1,378.70)	176.59
50202750	TUITION-BOOKS REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
50202820	INTERNET SERVICE	1,000.00	253.47	6,265.49	( 5,265.49)	626.55
50202830	UTILITIES-TELEPHONE	6,424.00	1,288.91	3,274.07	3,149.93	50.97
50202840	UTILITIES-ELECTRIC	5,750.00	1,053.68	5,804.44	( 54.44)	100.95
50203210	EQUIP MAINT & REPAIR	2,000.00	306.11	770.37	1,229.63	38.52
50203220	COMPUTER HARDWARE MAINT	700.00	0.00	12.95	687.05	1.85
50203225	SOFTWARE MAINT	15,000.00	0.00	11,296.82	3,703.18	75.31

FINANCIAL STATEMENT  
 AS OF: SEPTEMBER 30TH, 2015

 02 -WATER/WASTEWATER FUND  
 EXPENSES

ACCOUNT NO#	ACCOUNT NAME	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
50203230	BUILDING MAINT & REPAIR	6,650.00	2,011.54	4,946.51	1,703.49	74.38
50203235	FACILITY MAINTENANCE EVAL	825.00	0.00	0.00	825.00	0.00
50203240	JANITORIAL SERVICE & SUPPL	4,800.00	571.09	5,617.60	( 817.60)	117.03
50203250	RADIO MAINTENANCE & REPAIR	0.00	0.00	0.00	0.00	0.00
50203260	GAS & OIL	300.00	0.00	0.00	300.00	0.00
50203270	VEHICLE REPAIR	0.00	0.00	0.00	0.00	0.00
50203310	VEHICLE ALLOWANCE	2,880.00	229.45	2,887.93	( 7.93)	100.28
50203800	GROUNDS MAINTENANCE	0.00	0.00	0.00	0.00	0.00
50205010	ATTORNEYS FEES & LEGAL	6,000.00	785.00	6,029.60	( 29.60)	100.49
50205020	CONSULTANT SERVICES	12,000.00	21,403.22	42,129.42	( 30,129.42)	351.08
50205050	ECONOMIC DEVELOPMENT SERVI	14,387.00	0.00	14,387.38	( 0.38)	100.00
50205100	CONTRACT SERVICE-SEC	2,000.00	0.00	0.00	2,000.00	0.00
50205102	RECORDS MANAGEMENT	5,600.00	0.00	0.00	5,600.00	0.00
50205200	EQUIPMENT HIRE	0.00	0.00	0.00	0.00	0.00
50205300	WEATHER EVENT DAMAGE	0.00	0.00	2,938.19	( 2,938.19)	0.00
50206110	COMPUTER HARDWARE	0.00	0.00	0.00	0.00	0.00
50206120	COMPUTER SOFTWARE	0.00	0.00	0.00	0.00	0.00
50206200	OFFICE FURNITURE & EQUIPME	0.00	0.00	0.00	0.00	0.00
50206300	PUBLIC WORKS CENTER	25,000.00	0.00	0.00	25,000.00	0.00
50206400	EQUIPMENT	0.00	0.00	0.00	0.00	0.00
50206600	COMM SYSTEMS/RADIOS ETC.	0.00	0.00	0.00	0.00	0.00
50206798	AMORTI EXP - BOND ISSUE CO	0.00	0.00	0.00	0.00	0.00
50206799	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00
50206900	OTHER CAPITAL OUTLAY	100,000.00	0.00	0.00	100,000.00	0.00
50207010	AUDITING	9,200.00	0.00	9,476.00	( 276.00)	103.00
50207030	INSURANCE	36,500.00	( 2,545.41)	12,407.14	24,092.86	33.99
50207031	INSURANCE DEDUCTS/SETTLEME	2,000.00	0.00	0.00	2,000.00	0.00
50207034	WATER AND SEWER RATE STUDY	0.00	0.00	0.00	0.00	0.00
50207036	WATER TANK-LOGO REPLACEMEN	0.00	0.00	0.00	0.00	0.00
50207050	MISC AD FEES & BANK CHGS	4,000.00	400.00	3,025.00	975.00	75.63
50207051	COLLECTION COMMISSION	361.00	0.00	585.81	( 224.81)	162.27
50207053	INVESTMENT FEES & CHARGES	17.00	0.00	28.25	( 11.25)	166.18
50207054	LOSS ON INVESTMENTS	0.00	0.00	23,632.65	( 23,632.65)	0.00
50207055	CREDIT CARD ACTIVITY FEES	0.00	28,813.98	29,113.98	( 29,113.98)	0.00
50207060	SEP-VIOLET ANDREWS	0.00	0.00	28,800.00	( 28,800.00)	0.00
50207080	CITY HALL & PD DISPOSAL	0.00	0.00	0.00	0.00	0.00
50207090	TRANSFER OUT-GENERAL FUND	539,655.00	79,352.00	428,531.50	111,123.50	79.41
50207091	TRANSFER TO REV CONST FD	0.00	0.00	0.00	0.00	0.00
50207092	TRANSFER FOR CITY HALL CON	0.00	0.00	0.00	0.00	0.00
50207093	TRANS-OUT TO DEBT SVC	7,500.00	0.00	88,937.69	( 81,437.69)	185.84
50207100	INTEREST	490,935.00	0.00	492,090.00	( 1,155.00)	100.24
50207110	PRINCIPAL	890,000.00	0.00	885,000.00	5,000.00	99.44
50207125	LEASE/PURCHASE PAYMENTS	0.00	0.00	0.00	0.00	0.00
50207200	LOSS ON UNCOLLECTABLE ACCO	0.00	0.00	0.00	0.00	0.00
*** DEPARTMENT TOTAL ***		2,396,894.00	142,317.22	2,236,498.52	160,395.48	93.31

C I T Y O F P O R T L A N D  
FINANCIAL STATEMENT  
AS OF: SEPTEMBER 30TH, 2015

## 02 -WATER/WASTEWATER FUND

## EXPENSES

ACCOUNT NO#	ACCOUNT NAME	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
=====						
05-UTILITY BILLING						
50501010	SALARIES - ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
50501020	SALARIES - CLERICAL	114,523.00	10,064.22	106,256.64	8,266.36	92.78
50501033	TEMPORARY/SEASONAL EMPLOYE	960.00	0.00	0.00	960.00	0.00
50501200	STABILITY PAY	0.00	0.00	0.00	0.00	0.00
50501250	OVERTIME PAY	1,000.00	149.45	939.80	60.20	93.98
50501265	CERTIFICATION PAY	0.00	6.86	6.86	( 6.86)	0.00
50501270	LONGEVITY PAY	5,965.00	507.50	5,757.50	207.50	96.52
50501300	RETIREMENT	18,090.00	1,522.85	17,220.14	869.86	95.19
50501410	FICA TAXES	7,530.00	638.36	7,216.64	313.36	95.84
50501420	MEDICARE TAXES	1,761.00	149.30	1,687.87	73.13	95.85
50501430	STATE UNEMPLOYMENT TAX	735.00	0.00	141.08	593.92	19.19
50501500	HEALTH/LIFE INSURANCE	18,115.00	1,919.36	20,009.12	( 1,894.12)	110.46
50501600	WORKERS COMP	309.00	0.00	290.49	18.51	94.01
50502010	PERSONNEL RECRUITMENT	150.00	0.00	663.81	( 513.81)	442.54
50502020	OFFICE AND BUILDING	900.00	219.77	1,776.17	( 876.17)	197.35
50502030	POSTAGE	300.00	21.34	232.60	67.40	77.53
50502040	REPRODUCTION AND PRINTING	1,400.00	369.62	2,679.05	( 1,279.05)	191.36
50502050	GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00
50502060	UNIFORM PURCHASE	0.00	0.00	0.00	0.00	0.00
50502063	UNIFORM CLEANING	0.00	0.00	0.00	0.00	0.00
50502090	MISCELLANEOUS EXPENSES	100.00	0.00	121.82	( 21.82)	121.82
50502310	COMPUTER HARDWARE-NONCAPIT	900.00	658.86	1,535.64	( 635.64)	170.63
50502315	COMPUTER SOFTWARE-NONCAPIT	0.00	0.00	0.00	0.00	0.00
50502320	OFFICE FURN & EQUIP-NONCAP	0.00	0.00	0.00	0.00	0.00
50502360	COMMUNICATIONS EQUIP-NONCA	0.00	0.00	0.00	0.00	0.00
50502700	TRAVEL, TRAINING, & MEETING	500.00	0.00	0.00	500.00	0.00
50502830	UTILITIES - TELEPHONE	4,000.00	0.00	2,961.91	1,038.09	74.05
50503210	EQUIPMENT MAINT/REPAIR	3,000.00	484.25	3,404.30	( 404.30)	113.48
50503220	COMPUTER HARDWARE MAINT	500.00	44.95	455.65	44.35	91.13
50503225	SOFTWARE MAINT	3,500.00	0.00	5,795.78	( 2,295.78)	165.59
50503250	RADIO/MAINT REPAIR	0.00	0.00	0.00	0.00	0.00
50503310	VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00	0.00
50503320	VEHICLE MILEAGE	0.00	0.00	0.00	0.00	0.00
50505100	CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00
50505103	UTILITY BILL PREPARATION	34,000.00	4,972.08	29,661.06	4,338.94	87.24
50506110	COMPUTER HARDWARE	0.00	0.00	0.00	0.00	0.00
50506120	COMPUTER SOFTWARE	1,000.00	0.00	0.00	1,000.00	0.00
*** DEPARTMENT TOTAL ***		219,238.00	21,728.77	208,813.93	10,424.07	95.25

FINANCIAL STATEMENT  
 AS OF: SEPTEMBER 30TH, 2015

 02 -WATER/WASTEWATER FUND  
 EXPENSES

ACCOUNT NO#	ACCOUNT NAME	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
30-WATER DISTRIBUTION						
53001030	SALARIES - OPERATIONAL	165,297.00	10,232.92	135,601.37	29,695.63	82.03
53001200	STABILITY PAY	0.00	0.00	0.00	0.00	0.00
53001250	OVERTIME PAY	18,000.00	1,341.88	14,974.71	3,025.29	83.19
53001255	STANDBY AND ON CALL PAY	6,000.00	414.29	4,664.29	1,335.71	77.74
53001265	CERTIFICATION PAY	7,488.00	762.29	9,578.29	( 2,090.29)	127.92
53001270	LONGEVITY PAY	8,085.00	533.75	6,986.25	1,098.75	86.41
53001280	ADVANCED EDUCATION PAY	1,664.00	66.29	802.29	861.71	48.21
53001300	RETIREMENT	30,753.00	1,894.21	26,161.71	4,591.29	85.07
53001410	FICA TAXES	12,805.00	761.49	10,551.93	2,253.07	82.40
53001420	MEDICARE TAXES	2,995.00	178.08	2,467.70	527.30	82.39
53001430	STATE UNEMPLOYMENT TAX	1,050.00	0.00	170.21	879.79	16.21
53001500	HEALTH/LIFE INSURANCE	53,683.00	2,752.78	35,398.32	18,284.68	65.94
53001600	WORKERS COMP	2,900.00	0.00	2,726.30	173.70	94.01
53002010	PERSONNEL RECRUITMENT	1,000.00	29.25	502.66	497.34	50.27
53002015	PERSONNEL MEDICAL	0.00	0.00	91.20	( 91.20)	0.00
53002020	OFFICE AND BUILDING	300.00	266.42	300.00	0.00	100.00
53002030	POSTAGE	0.00	0.00	0.00	0.00	0.00
53002050	GENERAL SUPPLIES	6,500.00	1,385.21	5,462.56	1,037.44	84.04
53002051	CHEMICAL SUPPLIES	300.00	0.00	299.43	0.57	99.81
53002060	UNIFORM PURCHASE	200.00	0.00	400.00	( 200.00)	200.00
53002063	UNIFORM CLEANING	2,000.00	181.84	1,430.90	569.10	71.55
53002075	LABORATORY ANALYSIS	14,000.00	840.00	6,558.00	7,442.00	46.84
53002076	STATE PERMIT	17,000.00	0.00	16,591.05	408.95	97.59
53002145	WATER PURCHASE	1,912,500.00	450,651.44	1,973,076.70	( 60,576.70)	103.17
53002310	COMPUTER HARDWARE-NONCAPIT	0.00	0.00	0.00	0.00	0.00
53002315	COMPUTER SOFTWARE-NONCAPIT	800.00	0.00	0.00	800.00	0.00
53002320	OFFICE FURN & EQUIP-NONCAP	0.00	0.00	0.00	0.00	0.00
53002340	SMALL EQUIPMENT-NONCAPITAL	5,500.00	862.96	1,430.83	4,069.17	26.02
53002345	WATER METERS	15,000.00	0.00	15,043.84	( 43.84)	100.29
53002360	COMMUNICATIONS EQUIP-NONCA	700.00	0.00	0.00	700.00	0.00
53002600	DUES AND SUBSCRIPTIONS	200.00	43.50	739.50	( 539.50)	369.75
53002700	TRAVEL, TRAINING, & MEETING	2,000.00	472.00	3,343.78	( 1,343.78)	167.19
53002810	UTILITIES-GAS	325.00	68.28	372.74	( 47.74)	114.69
53002830	UTILITIES - TELEPHONE	3,108.00	730.66	3,784.69	( 676.69)	121.77
53002840	UTILITIES - ELECTRIC	62,500.00	11,887.03	56,167.60	6,332.40	89.87
53002855	PAGER RENTAL	0.00	0.00	0.00	0.00	0.00
53003210	EQUIPMENT MAINT/REPAIR	8,200.00	0.00	584.44	7,615.56	7.13
53003215	WATER LINE OPERATIONS	80,000.00	40,196.32	104,147.11	( 24,147.11)	130.18
53003225	SOFTWARE MAINTENANCE - MET	15,000.00	0.00	1,493.22	13,506.78	9.95
53003230	BUILDING MAINT/REPAIR	0.00	0.00	9.19	( 9.19)	0.00
53003235	PUMP AND MOTOR MAINT/REPA	10,000.00	1,333.00	6,262.08	3,737.92	62.62
53003260	GAS & OIL	12,000.00	1,054.09	8,411.73	3,588.27	70.10
53003270	VEHICLE REPAIR	10,000.00	250.68	2,959.07	7,040.93	29.59
53003280	SCADA MAINT/REPAIR	3,000.00	0.00	7.38	2,992.62	0.25
53003291	TANK MAINT	4,000.00	0.00	2,678.00	1,322.00	66.95
53005020	CONSULTANT SERVICES	4,000.00	0.00	0.00	4,000.00	0.00
53005100	CONTRACT SERVICES	500.00	60.50	297.75	202.25	59.55

## FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2015

02 -WATER/WASTEWATER FUND  
EXPENSES

ACCOUNT NO#	ACCOUNT NAME	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
53005102	CONSULT-SYSTEM ANALYSIS	0.00	0.00	0.00	0.00	0.00
53005200	EQUIPMENT HIRE	10,000.00	0.00	682.81	9,317.19	6.83
53005300	WEATHER EVENT DAMAGE	0.00	0.00	8,312.00	( 8,312.00)	0.00
53006340	UTILITY CONNECTION MATERI	0.00	0.00	0.00	0.00	0.00
53006350	METERS	0.00	0.00	0.00	0.00	0.00
53006360	WATER TANK PAINTING/REPAI	0.00	0.00	0.00	0.00	0.00
53006400	EQUIPMENT	60,000.00	0.00	0.00	60,000.00	0.00
53006500	VEHICLES	0.00	0.00	0.00	0.00	0.00
53006600	COMM SYSTEMS/RADIOS ETC.	0.00	0.00	0.00	0.00	0.00
53006900	OTHER CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
53006975	WATER SYSTEM IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
*** DEPARTMENT TOTAL ***		2,571,353.00	529,251.16	2,471,523.63	99,829.37	96.12

FINANCIAL STATEMENT  
AS OF: SEPTEMBER 30TH, 2015

02 -WATER/WASTEWATER FUND  
EXPENSES

ACCOUNT NO#	ACCOUNT NAME	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
32-WASTEWATER COLLECTION						
53201030	SALARIES - OPERATIONAL	90,032.00	7,599.13	100,394.00	( 10,362.00)	111.51
53201200	STABILITY PAY	0.00	0.00	0.00	0.00	0.00
53201250	OVERTIME PAY	28,000.00	1,250.53	12,529.99	15,470.01	44.75
53201255	STANDBY AND ON CALL PAY	5,200.00	414.29	5,314.29	( 114.29)	102.20
53201265	CERTIFICATION PAY	7,488.00	563.43	6,547.43	940.57	87.44
53201270	LONGEVITY PAY	2,785.00	171.25	2,858.75	( 73.75)	102.65
53201280	ADVANCED EDUCATION PAY	0.00	66.29	802.29	( 802.29)	0.00
53201300	RETIREMENT	19,879.00	1,429.28	19,330.61	548.39	97.24
53201410	FICA TAXES	8,277.00	571.39	7,746.07	530.93	93.59
53201420	MEDICARE TAXES	1,936.00	133.64	1,811.67	124.33	93.58
53201430	STATE UNEMPLOYMENT TAX	630.00	0.00	287.42	342.58	45.62
53201500	HEALTH/LIFE INSURANCE	30,005.00	2,385.20	31,066.81	( 1,061.81)	103.54
53201600	WORKERS COMP	3,500.00	0.00	3,290.36	209.64	94.01
53202010	PERSONNEL RECRUITMENT	0.00	29.25	503.66	( 503.66)	0.00
53202015	PERSONNEL MEDICAL	0.00	0.00	82.40	( 82.40)	0.00
53202030	POSTAGE	0.00	6.74	6.74	( 6.74)	0.00
53202050	GENERAL SUPPLIES	6,000.00	1,426.46	4,044.68	1,955.32	67.41
53202051	CHEMICAL SUPPLIES	3,000.00	0.00	2,051.38	948.62	68.38
53202060	UNIFORM PURCHASE	400.00	0.00	240.00	160.00	60.00
53202063	UNIFORM CLEANING	2,000.00	189.42	1,441.36	558.64	72.07
53202075	LABRATORY ANALYSIS	6,000.00	0.00	0.00	6,000.00	0.00
53202090	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
53202310	COMPUTER HARDWARE-NONCAPIT	0.00	0.00	0.00	0.00	0.00
53202315	COMPUTER SOFTWARE-NONCAPIT	0.00	0.00	0.00	0.00	0.00
53202320	OFFICE FURN & EQUIP-NONCAP	0.00	0.00	0.00	0.00	0.00
53202340	SMALL EQUIPMENT-NONCAPITAL	5,000.00	615.25	3,035.12	1,964.88	60.70
53202360	COMMUNICATIONS EQUIP-NONCAP	0.00	0.00	0.00	0.00	0.00
53202600	DUES & SUBSCRIPTIONS	0.00	37.50	37.50	( 37.50)	0.00
53202700	TRAVEL, TRAINING, & MEETING	2,000.00	0.00	3,375.50	( 1,375.50)	168.78
53202830	UTILITIES - TELEPHONE	2,331.00	378.97	3,229.00	( 898.00)	138.52
53202840	UTILITIES - ELECTRIC	33,800.00	5,283.95	33,836.34	( 36.34)	100.11
53202855	PAGER RENTAL	0.00	0.00	0.00	0.00	0.00
53203210	EQUIPMENT MAINT & REPAIR	8,000.00	4,177.40	7,728.86	271.14	96.61
53203215	SEWER LINES OPERATIONS	10,000.00	63,510.54	80,035.58	( 70,035.58)	800.36
53203225	SOFTWARE MAINTENANCE	0.00	0.00	293.22	( 293.22)	0.00
53203230	BUILDING MAINT/REPAIR	0.00	0.00	0.00	0.00	0.00
53203235	PUMP & MOTOR MAINT & REPA	40,000.00	3,953.42	29,096.71	10,903.29	72.74
53203260	GAS & OIL	3,000.00	68.46	3,482.65	( 482.65)	116.09
53203270	VEHICLE REPAIR	4,000.00	341.89	1,282.35	2,717.65	32.06
53203280	SCADA MAINT/REPAIR	2,000.00	0.00	0.00	2,000.00	0.00
53205020	CONSULTANT SERVICES	0.00	21,217.00	21,217.00	( 21,217.00)	0.00
53205100	CONTRACT SERVICE	1,500.00	60.50	1,547.75	( 47.75)	103.18
53205200	EQUIPMENT HIRE	3,000.00	0.00	3,000.00	0.00	100.00
53205300	WEATHER EVENT DAMAGE	0.00	0.00	2,446.67	( 2,446.67)	0.00
53206340	UTILITY CONNECTION MATERI	0.00	0.00	0.00	0.00	0.00
53206400	EQUIPMENT	62,000.00	26,779.29	58,305.98	3,694.02	94.04
53206450	LIFT STATION RECONST/REPAI	110,000.00	0.00	0.00	110,000.00	0.00

C I T Y   O F   P O R T L A N D  
FINANCIAL STATEMENT  
AS OF: SEPTEMBER 30TH, 201502 -WATER/WASTEWATER FUND  
EXPENSES

ACCOUNT NO#	ACCOUNT NAME	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
53206500	VEHICLES	0.00	0.00	0.00	0.00	0.00
53206600	COMM SYSTEMS/RADIOS ETC.	0.00	0.00	0.00	0.00	0.00
53206900	OTHER CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
53206975	SEWER SYSTEM IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
*** DEPARTMENT TOTAL ***		501,763.00	142,660.47	452,300.14	49,462.86	90.14

FINANCIAL STATEMENT  
 AS OF: SEPTEMBER 30TH, 2015

 02 -WATER/WASTEWATER FUND  
 EXPENSES

ACCOUNT NO#	ACCOUNT NAME	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
34-WASTEWATER TREATMENT						
53401030	SALARIES - OPERATIONAL	161,263.00	14,702.84	171,311.99	( 10,048.99)	106.23
53401200	STABILITY PAY	0.00	0.00	0.00	0.00	0.00
53401250	OVERTIME PAY	12,000.00	1,055.83	16,360.87	( 4,360.87)	136.34
53401255	STANDBY AND ON CALL PAY	5,200.00	414.29	4,864.29	335.71	93.54
53401265	CERTIFICATION PAY	16,640.00	1,657.14	17,225.14	( 585.14)	103.52
53401270	LONGEVITY PAY	4,520.00	362.86	3,927.86	592.14	86.90
53401280	ADVANCED EDUCATION PAY	1,664.00	132.57	1,604.57	59.43	96.43
53401300	RETIREMENT	29,972.00	2,604.78	32,799.32	( 2,827.32)	109.43
53401410	FICA TAXES	12,480.00	1,043.01	13,185.05	( 705.05)	105.65
53401420	MEDICARE TAXES	2,919.00	243.92	3,083.60	( 164.60)	105.64
53401430	STATE UNEMPLOYMENT TAX	840.00	0.00	196.99	643.01	23.45
53401500	HEALTH/LIFE INSURANCE	35,981.00	3,066.78	35,767.39	213.61	99.41
53401600	WORKERS COMP	3,000.00	0.00	2,820.31	179.69	94.01
53402010	PERSONNEL RECRUITMENT	500.00	0.00	98.41	401.59	19.68
53402015	PERSONNEL MEDICAL	500.00	0.00	171.65	328.35	34.33
53402020	OFFICE & BUILDING	1,000.00	0.00	999.18	0.82	99.92
53402030	POSTAGE	50.00	0.00	45.69	4.31	91.38
53402050	GENERAL SUPPLIES	3,500.00	275.14	4,089.26	( 589.26)	116.84
53402051	CHEMICAL SUPPLIES	40,000.00	3,974.86	29,198.40	10,801.60	73.00
53402060	UNIFORM PURCHASE	200.00	74.99	314.99	( 114.99)	157.50
53402063	UNIFORM CLEANING	1,800.00	204.33	1,825.98	( 25.98)	101.44
53402075	LABORATORY ANALYSIS	24,000.00	2,755.00	22,840.64	1,159.36	95.17
53402076	STATE PERMIT	20,100.00	0.00	29,269.50	( 9,169.50)	145.62
53402310	COMPUTER HARDWARE-NONCAPIT	2,700.00	0.00	0.00	2,700.00	0.00
53402315	COMPUTER SOFTWARE-NONCAPIT	400.00	0.00	0.00	400.00	0.00
53402320	OFFICE FURN & EQUIP-NONCAP	0.00	0.00	0.00	0.00	0.00
53402340	SMALL EQUIPMENT-NONCAPITAL	5,000.00	1,702.93	3,438.74	1,561.26	68.77
53402360	COMMUNICATIONS EQUIP-NONCA	500.00	2,834.03	2,834.03	( 2,334.03)	566.81
53402600	DUES & SUBSCRIPTION	200.00	173.50	498.50	( 298.50)	249.25
53402700	TRAVEL, TRAINING, & MEETING	1,600.00	500.00	4,512.12	( 2,912.12)	282.01
53402810	UTILITIES - NATURAL GAS	4,000.00	128.49	1,025.72	2,974.28	25.64
53402830	UTILITIES - TELEPHONE	3,419.00	452.44	4,563.12	( 1,144.12)	133.46
53402840	UTILITIES-ELECTRIC	192,400.00	40,426.40	226,237.18	( 33,837.18)	117.59
53402855	PAGER RENTAL	0.00	0.00	0.00	0.00	0.00
53403210	EQUIPMENT MAINT/REPAIR	3,400.00	35.90	3,543.36	( 143.36)	104.22
53403225	SOFTWARE MAINTENANCE	0.00	0.00	293.22	( 293.22)	0.00
53403230	BUILDING & MAINTENANCE RE	6,300.00	2,629.19	3,753.23	2,546.77	59.58
53403235	PUMP & MOTOR MAINT	45,000.00	14.90	25,919.39	19,080.61	57.60
53403260	GAS & OIL	22,500.00	881.45	13,272.48	9,227.52	58.99
53403270	VEHICLE MAINTENANCE	17,000.00	582.49	24,059.93	( 7,059.93)	141.53
53403280	SCADA MAIN/REPAIR	2,500.00	0.00	930.25	1,569.75	37.21
53405020	CONSULTANT	0.00	0.00	0.00	0.00	0.00
53405100	CONTRACT SERVICE	0.00	3,392.00	5,754.50	( 5,754.50)	0.00
53405200	EQUIPMENT HIRE	5,000.00	0.00	4,847.81	152.19	96.96
53405300	WEATHER EVENT DAMAGE	0.00	0.00	6,420.37	( 6,420.37)	0.00
53406110	COMPUTER HARDWARE	0.00	0.00	0.00	0.00	0.00
53406120	COMPUTER SOFTWARE	0.00	0.00	0.00	0.00	0.00



## FINANCIAL STATEMENT

AS OF: SEPTEMBER 30TH, 2015

02 -WATER/WASTEWATER FUND  
EXPENSES

ACCOUNT NO#	ACCOUNT NAME	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
53406200	OFFICE FURNITURE AND EQUIP	0.00	0.00	0.00	0.00	0.00
53406400	EQUIPMENT	0.00	0.00	0.00	0.00	0.00
53406500	VEHICLES	60,000.00	0.00	49,911.00	10,089.00	83.19
53406900	OTHER CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
*** DEPARTMENT TOTAL ***		750,048.00	86,322.06	773,816.03	( 23,768.03)	103.17
*** TOTAL EXPENSES ***		6,439,296.00	922,279.68	6,142,952.25	296,343.75	95.40

\*\*\* END OF REPORT \*\*\*



**ORDINANCE NO. 2101**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES; INCREASING THE RATES CHARGED FOR WATER SERVICE; INCREASING THE RATES CHARGED FOR WASTEWATER SERVICES; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Portland operates a water and wastewater utility system to provide essential services to the residents of Portland and certain areas of our extraterritorial jurisdiction; and

**WHEREAS**, the City of Portland is anticipating community growth and expansion of city boundaries with an estimated capital cost of \$10,255,000 in water and sewer projects over the next five years; and

**WHEREAS**, the debt generated by capital projects, along with the maintenance and operations, must be supported sufficiently by utility rates; and

**WHEREAS**, the San Patricio Municipal Water District has increased rates for water sold to the City of Portland; and

**WHEREAS**, the City Council previously enacted ordinance number 896 which provides that all increases and decreases in the cost for water purchased from San Patricio Municipal Water District shall be passed through to the customers of the City's water system; and

**WHEREAS**, the San Patricio Municipal Water District has notified the City it increased the charge for water sold to the City of Portland effective January 1, 2015; and

**WHEREAS**, both the increase from San Patricio Municipal Water District, and the costs of increased investment in capital projects should be recovered through appropriate utility rate increases to insure financial health and the integrity of the system,

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND:**

**Section 1.** That Chapter 23, Article II, Section 23-41(a)(4) of the Code of Ordinances of the City of Portland is hereby amended to read as follows:

- (4) The minimum fees in Tables 1 and 2 shall be charged whether the customer actually uses the services or not.

**Table 1. Water and Wastewater Minimum Base Charges**

<b>Residential</b>	<b>Water</b>	<b>Wastewater</b>
Meter Size		
0.625 inch to 2.0 inch	\$ <del>13.84</del> <u>14.55</u>	\$ <del>26.59</del> <u>28.15</u>
<b>Commercial</b>	<b>Water</b>	<b>Wastewater</b>
Meter Size		
0.625 inch	\$ <del>16.25</del> <u>17.08</u>	\$ <del>32.32</del> <u>34.11</u>
0.75 inch	\$ <del>16.25</del> <u>17.08</u>	\$ <del>32.32</del> <u>34.11</u>
1.0 inch	\$ <del>21.00</del> <u>22.07</u>	\$ <del>42.84</del> <u>45.35</u>
1.5 inch	\$ <del>32.87</del> <u>34.55</u>	\$ <del>69.37</del> <u>73.44</u>
2.0 inch	\$ <del>47.11</del> <u>49.52</u>	\$ <del>101.21</del> <u>107.14</u>
3.0 inch	\$ <del>80.37</del> <u>84.48</u>	\$ <del>175.51</del> <u>185.80</u>
4.0 inch	\$ <del>127.87</del> <u>134.41</u>	\$ <del>281.67</del> <u>298.18</u>
6.0 inch	\$ <del>246.62</del> <u>259.24</u>	\$ <del>547.03</del> <u>579.09</u>

Raw Water accounts, any meter size, will have a minimum monthly charge of \$140.52.

**Section 2.** That Chapter 23, Article II, Division 2, Section 23-41(b) is hereby amended to read as follows:

(b) New "master meter" systems (where many entities or units are served through one meter) shall only be allowed with prior written approval of the city manager and finance director. All "master meter" systems for apartments, multi-family units and commercial entities shall be charged a monthly minimum rate of ~~twenty-four dollars and eighty-eight cents~~ twenty six dollars and fifteen cents (\$24.88 26.15) for water (plus usage as outlined in Table 3). Apartment complexes (5 units and up) and commercial accounts on master meters will be charged a per-unit charge of ~~eighteen dollars and thirty-three cents~~ nineteen dollars and forty cents (\$18.33 19.40) for wastewater (plus usage as outlined in Section 23-42). Multi-family units of 2 to 4 units will be charged ~~twenty-six dollars and ninety-two cents~~ twenty-eight dollars and fifty cents (\$26.92 28.50) per unit for wastewater (plus usage as outlined in Section 23-42). There will not be any amount of usage included in the minimum monthly bill. The per-unit charges will not vary based on occupancy of the unit. Minimum solid waste service for master metered units shall be established by the city, based on a projected volume of waste.

**Section 3.** That Chapter 23, Article II, Division 2, Section 23-42(a) is hereby amended to read as follows:

- (a) **Water.** Water usage (per metered connection) for each one thousand (1,000) gallons or part thereof shall be billed as stated in Table 3.

**Table 3. Water Usage Charges per Thousand Gallons**

	<u>Potable Water</u>		<u>Raw Water</u>	
0 to 13,000	<del>\$3.02</del>	<u>3.20</u>	<del>\$3.25</del>	<u>3.43</u>
13,001 to 25,000	<del>3.08</del>	<u>3.26</u>	<del>\$3.25</del>	<u>3.43</u>
25,001 to 40,000	<del>3.28</del>	<u>3.46</u>	<del>\$3.25</del>	<u>3.43</u>
40,001 and up	<del>3.54</del>	<u>3.72</u>	<del>\$3.25</del>	<u>3.43</u>

**Section 4.** All previously adopted rules, regulations, policies and ordinances in conflict with this Ordinance are hereby repealed.

**Section 5.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and separable and if any section, paragraph, sentence, clause or phrase of this ordinance shall be declared unconstitutional by the valid judgment or decree of an Court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this ordinance since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

**Section 6.** This ordinance shall be in full force and effect after passage and publication as required by law.

**Passed and approved after second reading on this the 6th day of January, 2015.**

**City of Portland**

By: David Krebs  
David Krebs, Mayor

Attest: Annette Hall  
Annette Hall, City Secretary

