

# Tualatin Valley Water District



Delivering the Best Water • Service • Value



## BOARD MEETING AGENDA\*

September 16, 2020

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President Bernice Bagnall

Treasurer Jim Duggan

Vice President Dick Schmidt

Secretary Todd Sanders

Acting Secretary Jim Doane

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\*To slow the spread of COVID-19, this meeting is dial-in only. It will not be held at a physical location. If you wish to attend via conference call and need dial-in information, please contact [katherine.desau@tvwd.org](mailto:katherine.desau@tvwd.org) or call 503-848-3078 by 4:30 p.m. on September 16, 2020. If you wish to address the TVWD Board, please request the Public Comment Form and return it 48 hours prior to the day of the meeting.

The meeting is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to the contact listed above.

For online meeting information, Commissioner bios and more, visit [www.tvwd.org](http://www.tvwd.org).

### VISION

Delivering the best water • service • value

### MISSION STATEMENT

To provide our community quality water and customer service

### VALUES

Reliability • Integrity • Stewardship • Excellence • Safety

## **REGULAR SESSION – 7:00 PM – MICROSOFT TEAMS MEETING**

### **CALL TO ORDER**

### **REPORTS BY THE CHIEF EXECUTIVE OFFICER AND MANAGEMENT STAFF**

### **COMMISSIONER COMMUNICATIONS**

- A. Reports of meetings attended
- B. Topics to be raised by the Commissioners

### **PUBLIC COMMENT**

This time is set aside for persons wishing to address the Board on items on the Consent Agenda and matters not on the agenda. Additional public comment will be invited on agenda items as they are presented. Each person is limited to five minutes, unless an extension is granted by the Board. Should three or more people testify on the same topic, each person will be limited to three minutes.

### **1. CONSENT AGENDA**

These items are considered to be routine and may be approved in one motion without separate discussion. Any Board members may request that an item be removed by motion for discussion and separate action. Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Board has approved those items which do not require discussion.

- A. Approve the August 19, 2020 regular meeting minutes.
- B. Approve the September 1, 2020 work session minutes.

### **2. BUSINESS AGENDA**

- A. Consider adopting Resolution 13-20, a resolution approving the Intergovernmental Agreement Between Tualatin Valley Water District and the City of Portland for Water Main Transfer (Bradley Corner Water System Facilities). *Staff Report – Carrie Pak*
- B. Consider approving a motion to postpone the biennial meeting with the Beaverton City Council to a mutually agreed date in calendar 2021. *Staff Report – Clark Balfour*

### **3. INFORMATIONAL PRESENTATION**

A. Update on the District's Financial Performance. *Staff Report – Paul Matthews*

**ADJOURNMENT**

**Tualatin Valley Water District**



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Board Meeting Minutes  
August 19, 2020

*This meeting was held by phone and the internet.*

**REGULAR SESSION – 7:01 PM**

**CALL TO ORDER**

Commissioners Present: Bernice Bagnall; Jim Doane, PE; Jim Duggan, PE; Todd Sanders; Dick Schmidt

Staff Present: Tom Hickmann, PE, Chief Executive Officer; Clark Balfour, General Counsel; Paul Matthews, Chief Financial Officer; Carrie Pak, PE, Chief Engineer; Dave Kraska, PE, Water Supply Program Director; Andrew Carlstrom, Customer Service Manager; Tim Boylan, IT Services Director; Nick Augustus, PE, Engineering Division Manager; Andrea Watson, Communications and Public Affairs Supervisor; Katherine Lipari DeSau, Executive Assistant

**REPORTS BY THE CHIEF EXECUTIVE OFFICER AND MANAGEMENT STAFF**

Mr. Hickmann reported on Portland *Cryptosporidium* testing results, TVWD's COVID-19 response efforts, a significant 20-inch line break which is now repaired and fully operational, the upcoming August 25 Rate Increase Virtual Forum, TVWD's 2021 Kids Calendar, Senator Merkley's proposed bill on water shutoffs, and a Portland Water Bureau WIFIA support letter (see attached memo).

Mr. Kraska presented the safety moment on dog safety. He also provided the department report on Willamette Water Supply Program's Baseline 5.2 and progress planned for fiscal year 2020-2021 (see attached presentation).

In response to a question, staff explained that they are in the process of determining if new tax laws will impact Willamette Water Supply Program costs.

**COMMISSIONER COMMUNICATIONS**

A. Reports of meetings attended

Commissioners described and submitted a list of recently attended meetings (see attached forms).

B. Topics to be raised by the Commissioners

Commissioner Doane broached the subject of recent post office delays and inquired about the District's ability to be understanding. Mr. Hickmann replied that the District will be flexible if a customer encounters payment delays due to mail service.

## **PUBLIC COMMENT**

There was none.

### **1. CONSENT AGENDA**

- A. Approve the June 15, 2020 regular meeting minutes.
- B. Approve the August 4, 2020 work session minutes.

Motion was made by Schmidt, seconded by Doane, to approve the Consent Agenda as presented. The motion passed unanimously with Bagnall, Doane, Duggan, Sanders and Schmidt voting in favor.

### **2. BUSINESS AGENDA**

- A. Consider adopting Resolution 12-20, a resolution approving the Intergovernmental Agreement Between Tualatin Valley Water District, City of Beaverton and the City of Tigard for the Bradley Corners Emergency Interties. *Staff Report – Nick Augustus*

Mr. Augustus presented information about the proposed Intergovernmental Agreement Between Tualatin Valley Water District, City of Beaverton and the City of Tigard for Emergency Water Use the Bradley Corners Emergency Interties. He also displayed a map depicting the area and associated waterlines (see attached presentation).

Commissioner Bagnall expressed appreciation for this cooperative regional approach to emergency water supply. In response to a question, Mr. Augustus acknowledged that the City of Tigard will work through concerns about the potential use of Willamette River water in an emergency situation.

Motion was made by Sanders, seconded by Schmidt, to adopt Resolution 12-20, a resolution approving the Intergovernmental Agreement Between Tualatin Valley Water District, City of Beaverton and the City of Tigard for the Bradley Corners Emergency Interties. The motion passed unanimously with Bagnall, Doane, Duggan, Sanders and Schmidt voting in favor.

### **3. INFORMATIONAL PRESENTATION**

- A. Update on the District's Financial Performance. *Staff Report – Paul Matthews*

Mr. Matthews provided information on local unemployment rates, TVWD's financial performance, including revenue, collections and expense information, CARES Act reimbursement and Water Infrastructure Finance Innovation Act (WIFIA) news (see attached presentation). Staff

telescoped the need for automated meter information (AMI) to obtain real time sales and financial information.

In response to questions, staff said:

- The 14% decrease in residential water demand does not pertain to City of Beaverton acquisitions.
- Portland State University (PSU) provides population information. In the meeting chat, Mr. Augustus clarified that information was last received June 2020 and contained 2019 population data.
- Other regional water agencies are also experiencing decreases in residential and commercial water consumption.
- Concerning a delinquent account prior to COVID-19, a payment was made, and the customer qualifies for CARES utility funding assistance which will bring this account near current.

## **ADJOURNMENT**

There being no further business, President Bagnall adjourned the meeting at 8:32 p.m.

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Bernice Bagnall, President

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Todd Sanders, Secretary



## MEMO

**Date:** August 19, 2020

**To:** Tualatin Valley Water District Board of Commissioners

**From:** Tom Hickmann, CEO

**Re:** Chief Executive Officer and Management Staff Report

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The following items will be covered during the report by the CEO:

- 1. Portland *Cryptosporidium* Results** – *Cryptosporidium* was last detected from Portland Water Bureau’s Bull Run Watershed intake on July 5. Additional details may be found at [www.portlandoregon.gov/water/cryptoresults](http://www.portlandoregon.gov/water/cryptoresults).
- 2. COVID-19 Response** – Tualatin Valley Water District (TVWD) is working with billing partners Clean Water Services, the City of Beaverton, and the other public water, wastewater and stormwater utilities in Washington County to support the creation of Utility Assistance funded by the federal CARES Act allocation to Washington County, which the Commissioners generously dedicated to this purpose. The program may be used to eliminate the balances of eligible customers billed from March 1 to December 30, 2020. To qualify, a customer must meet the income qualifications or have a household member who is eligible for needs-based programs, such as Oregon Health Plan, Supplemental Social Security. I’m excited about this assistance program because it can provide meaningful relief to those customers who qualify.

We have provided a survey to staff asking for information on how the District can provide support for our employees who have children or other dependent care situations that are being impacted as a result of COVID. The survey will close on August 24, and the Leadership Team will look at the results to determine what actions TVWD can take. This includes increased flex schedules and modifications to utilize sick leave and time off to help our staff through this event.

- 3. 20-Inch Line Break Repairs** – A significant break was discovered in a difficult to access area on a 20-inch concrete cylinder water line running parallel to Highway 26 between Murray and Cedar Hills Blvd. The line runs through a natural drainage area that flows through a culvert under Highway 26. The culvert drain was blocked by a beaver dam, and water had backed up from the leak to form a significant pond near SW Barnes Road. Chlorine was found throughout the water



## CEO & Management Staff Report to the TVWD Board of Commissioners

August 19, 2020

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- body and in downstream areas indicating this leak has been flowing for some time. As of August 17, we have retained Emery and Sons to perform the emergency repairs on this line which will require emergency permits from a number of agencies. Once the break is dewatered, we will make an assessment on the damage and repairs involved. At this time, we believe we can meet all peak day demands even with the line out of service for any repairs.
4. **Rate Virtual Forum** – TVWD’s virtual Rate Forum to discuss the upcoming rate increase will be held Tuesday, August 25, from 12:00pm to 1:30pm. We expect this topic may generate questions, so we are allowing time for a question and answer session. Registration information will be available on TVWD’s website in the near future.
  5. **TVWD Kids Calendar** – This year’s annual illustrated calendar will be different because COVID-19 prevented the usual art contest held in schools each spring. Board members will receive a selection of winning art from prior years and vote on their favorites for the 2021 calendar.
  6. **Senator Merkley’s Proposed Bill on Water Shutoffs** – We have reached out to Senator Merkley’s staff regarding his proposed bill suspending utility shut offs. The Senator’s staff was very receptive to talking with us and proposed modifications to the bill. What we have learned is that this bill is very unlikely to see the light of day with all of the other controversies that both the House and Senate are dealing with. Senator Merkley’s staff is very aware that their bill will need modifications, if it ever does move forward. We have established a relationship so that in the future, on these types of legislation, the Senator’s staff may utilize TVWD, our partners, and our professional organizations to assist in crafting language related to running utilities. In this case, we are drafting suggested modifications to make it more clear and suggest they work with financial industry experts to develop best management practices on collection of delinquent accounts.
  7. **Portland Water Bureau WIFIA Support Letter** – The Portland Water Bureau asked for a letter of support to not modify WIFIA, as proposed by the House in July, which would have rescinded all unobligated funds, including Portland’s. TVWD, along with multiple other water providers, signed the letter which is attached.
  8. **Safety Minute and Department Report** – Dave Kraska, Willamette Water Supply Program Director, will present the safety minute and department report this evening.
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CITY OF  
GRESHAM



*City of Tualatin*



TUALATIN VALLEY  
WATER DISTRICT



Rockwood Water  
People's Utility District

August 14, 2020

The Honorable Ron Wyden  
United States Senate  
221 Dirksen Senate Office Building  
Washington, D.C. 20510

The Honorable Jeff Merkley  
United States Senate  
313 Hart Senate Office Building  
Washington, D.C. 20510

Senator Wyden and Senator Merkley:

On July 24<sup>th</sup>, 2020, the U.S House of Representatives passed the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2021 as part of a minibus appropriations package. Contained in the bill is report language that would rescind all unobligated funds from the Environmental Protection Agency's Water Infrastructure Finance and Innovation Act (WIFIA) prior to Fiscal Year 2020. This funding rescission would impact 51 projects across the country, including the Bull Run Treatment Program here in Oregon.

The region remains thankful for the creation of the WIFIA program under Senator Merkley and is supportive of the applications for the program from Portland-area water providers, including Portland's Bull Run Treatment projects. The WIFIA program will help Portland to construct a filtration facility, improved corrosion control treatment, and new water transmission pipelines essential to Portland's compliance with two EPA regulations and will ensure that Portland's water is safe and abundant for generations to come. These improvements will benefit the nearly one million individuals across the region who receive Bull Run water, including 19 wholesale customers comprised of neighboring cities, water districts, and private water companies. Portland's wholesale customers share in the investment in the Bull Run drinking water system that provides safe and abundant water to the region.

We appreciate your continued dedication to water infrastructure investment in Oregon, and we ask that you support our community water systems by opposing the report language and prevent it from becoming part of the final appropriations bill.

Sincerely,

Gabriel Solmer  
Director, Portland Water Bureau



Tom Hickman  
Chief Executive Officer, Tualatin Valley  
Water District



Steve Fancher  
Director, Department of Environmental  
Services, City of Gresham

Brian R. Stahl  
General Manager, Rockwood Water PUD



Jeff Fuchs, P.E.  
Public Works Director, City of Tualatin



Michael W. Grimm, P.E.  
General Manager, West Slope Water  
District

cc: Oregon House Delegation




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**WWSP Department Report**

August 19, 2020

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**Two-Topic WWSP Department Report**

1. Baseline 5.2
2. Progress planned for FY 2020 - 21

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## BASELINE 5.2

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## What is the Baseline?



### Why adopt a Baseline and when?

- Board to adopt a capital improvement plan (IGA Section 5 & 8)
- Component of WWSS Financial Procedures (IGA Exhibit 6)
- Part of WWSS governance (WWSS MAM)
- Updated annually and modified if needed

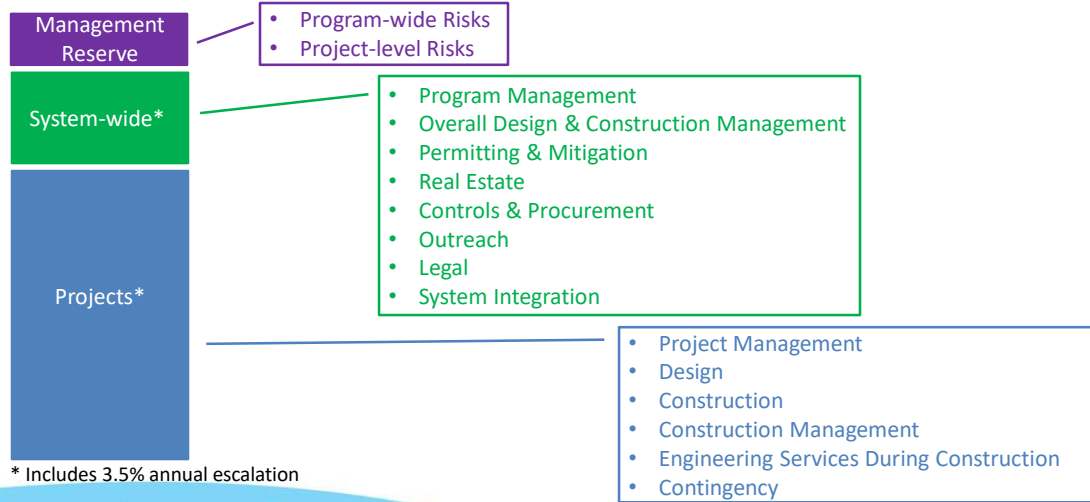
### How is it used?

- Planning and managing work
- Establishing fiscal year budgets
- Detecting potential changes or variances
- Input to risk analysis and management
- Reporting to Board, Partners, WIFIA, and public
- Input to financial forecasting by Partners

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## The Baseline cost estimate has 3 main components



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## How is uncertainty reflected in the Baseline?

### Project Contingency

*Changes within the scope of the project, anticipated design developments, planning/estimating evolution, and minor price fluctuations*

#### EXAMPLE USES

- Project details established through design progression
- Minor, within-scope changes during design
- Minor market variations
- Minor, within-scope changes during construction

### Management Reserve

*Changes to WWSS projects beyond the Project Contingency intent/amount, changes to System-wide costs, and coverage of Owner's discretionary costs*

#### EXAMPLE USES

- Unforeseen IGA adds project cost
- Property cost exceeds budget
- Major scope change during design
- Project bids above budget
- Major changes during construction
- New tax imposed
- Escalation exceeds assumed rate

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## Are the Baseline estimates reliable?

Projects Bid	WWSP Budget	Contractor's Bid & Contingency	Percent Difference from Budget	Difference
PLM_2.0	\$4,070,200	\$4,070,200	0%	\$0
PLM_3.0	\$11,628,032	\$11,361,106	-2%	\$266,926
PLW_1.1	\$6,949,989	\$6,452,248	-7%	\$497,741
PLM_5.1	\$19,221,178	\$18,096,002	-6%	\$1,125,176
PLM_5.2	\$22,549,998	\$16,395,981	-27%	\$6,154,017
PLM_1.2*	\$7,832,725	\$7,994,660	2%	(\$161,936)
PLM_1.1	\$3,968,167	\$2,872,507	-28%	\$1,095,660
RWF_1.0 Phase I GMP	\$41,779,232	\$51,095,816	22%	(\$9,316,584)
PLW_1.3**	\$35,359,893	\$31,888,054	-10%	\$3,471,839
<b>Overall</b>	<b>\$153,359,414</b>	<b>\$150,226,575</b>	<b>-2%</b>	<b>\$3,132,839</b>

\* PLM\_1.2 includes change order to add Day Road crossing

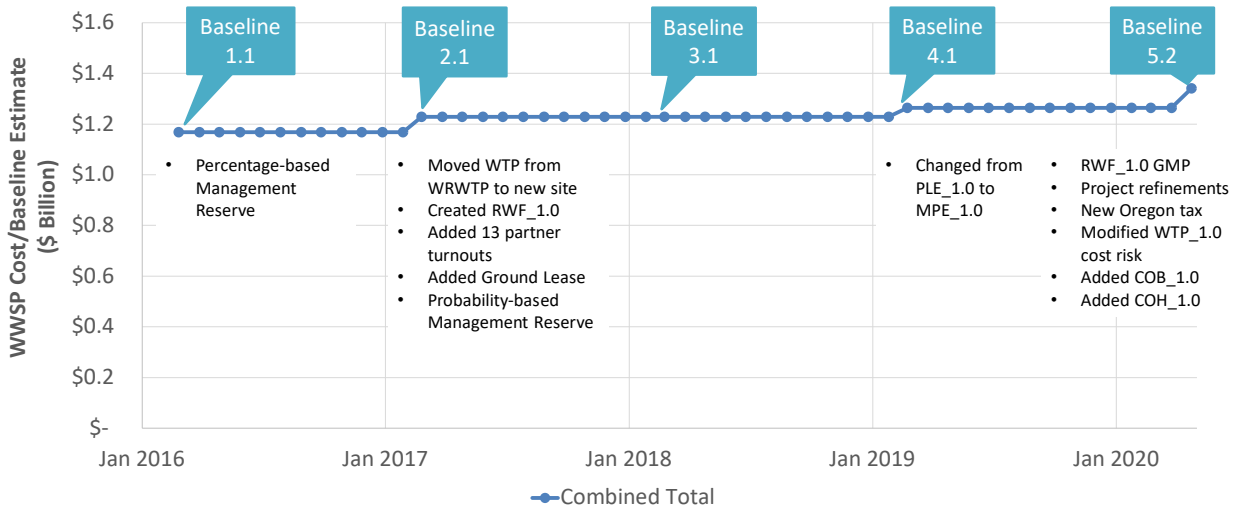
\*\* PLW\_1.3 draft Baseline 5.1 budget used for this comparison due to substantial scope differences from Baseline 4.1

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Project construction costs comprise a majority of the Baseline

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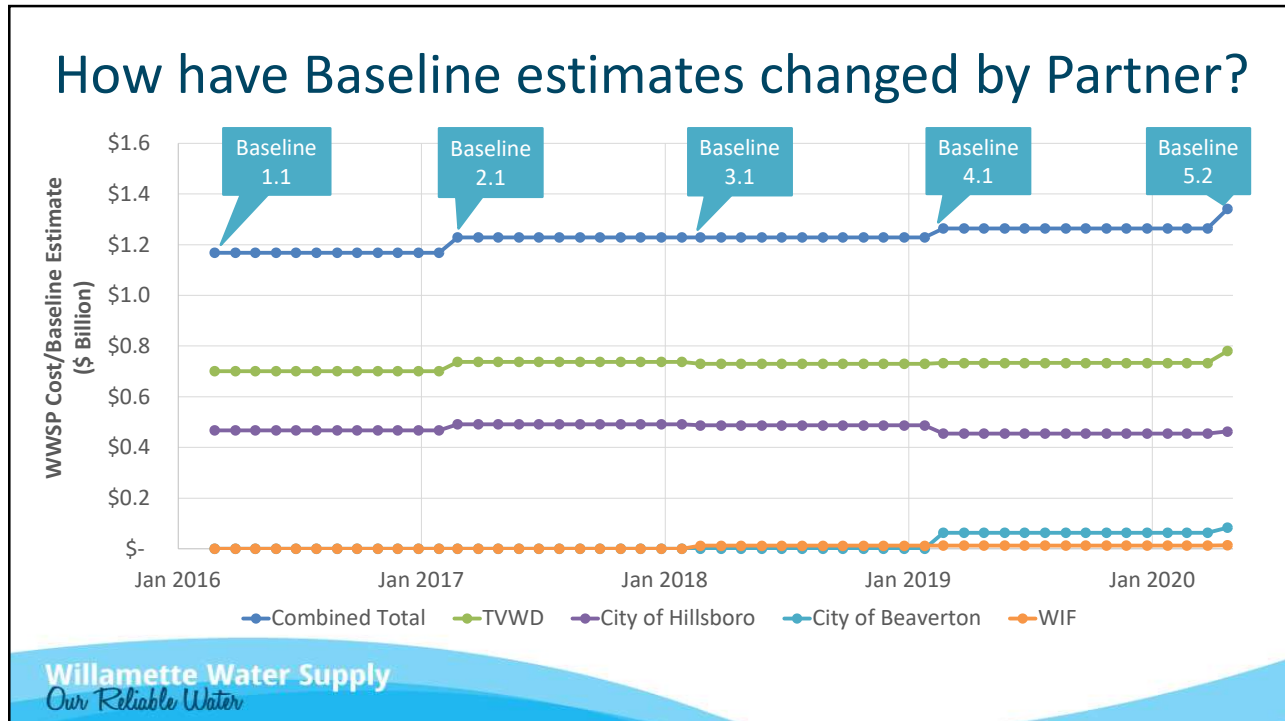
## Is the Baseline cost estimate changing over time and why?



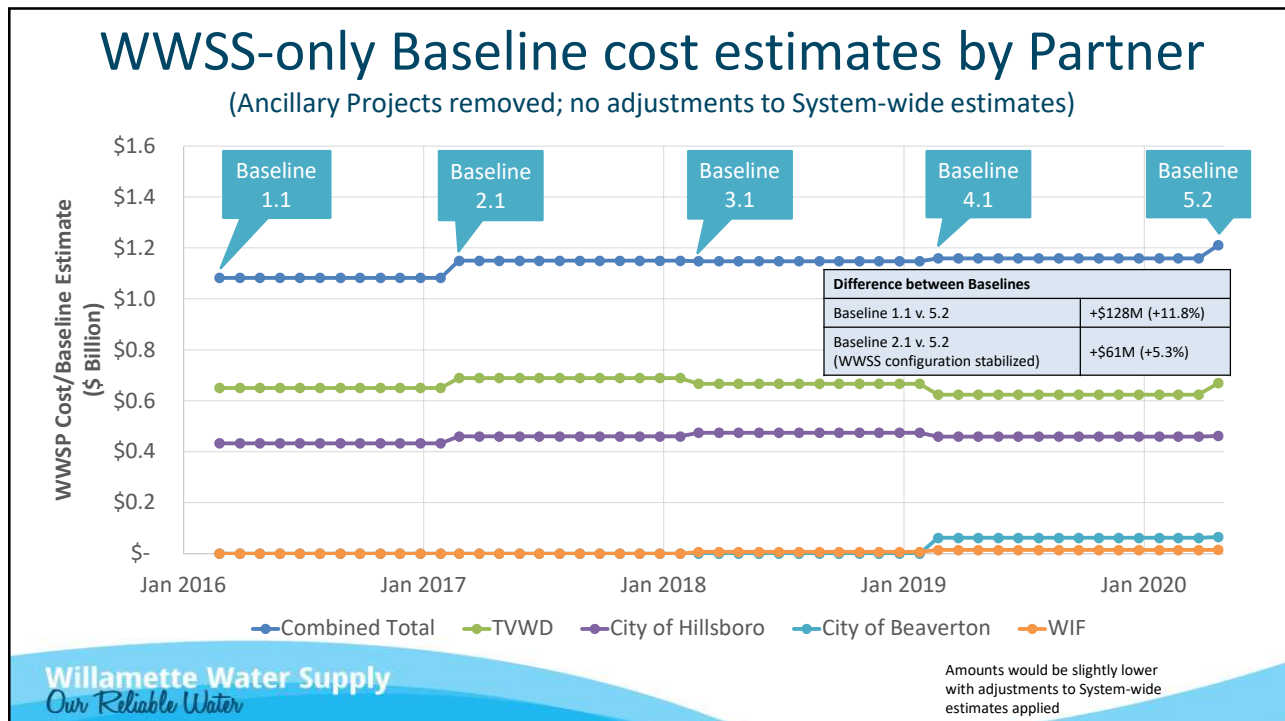
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Lists are major changes only

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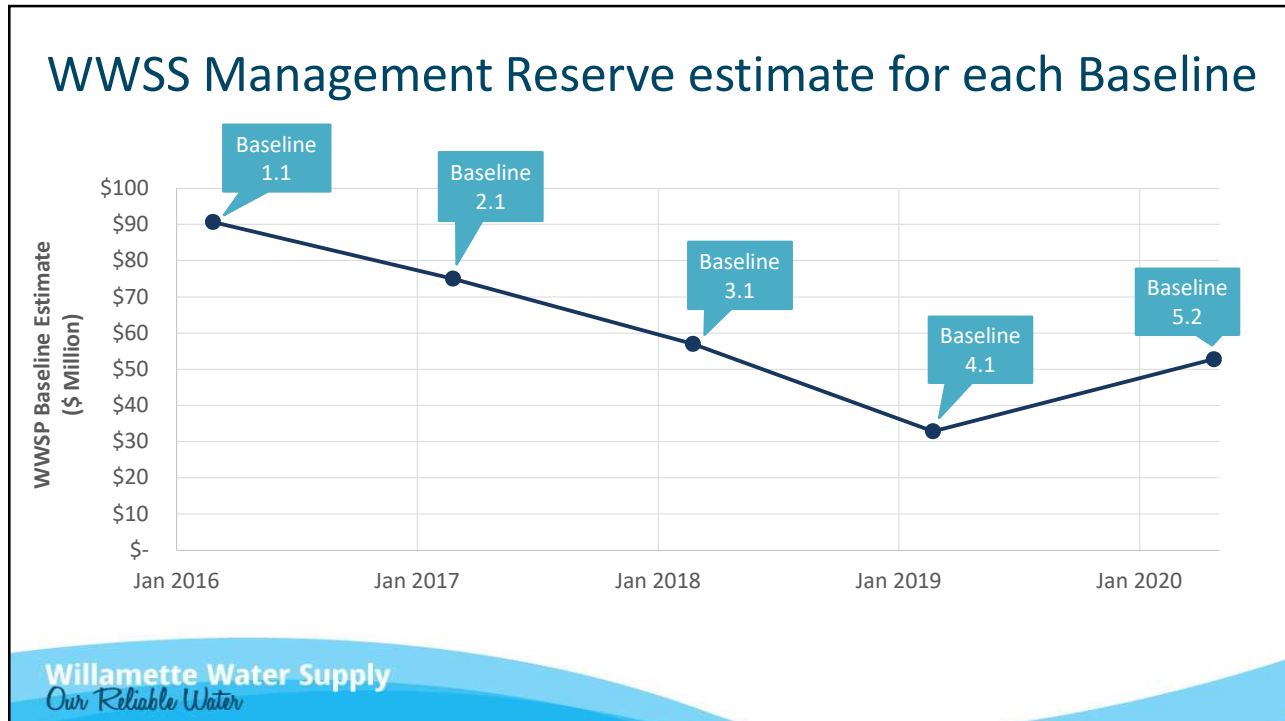


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### Baseline 5.2 Partner Cost Summary

Partner	Baseline 4.1	Baseline 5.2 <sup>1</sup>	Change (\$)	Change (%)
Beaverton	\$61,764,311	\$83,247,980	\$21,483,669	35%
Hillsboro	\$459,265,062	\$462,657,631	\$3,392,569	1%
TVWD	\$729,037,856	\$780,603,831	\$51,565,975	7%
WIF	\$13,885,102	\$15,019,653	\$1,134,551	8%
<b>Total Estimated Cost</b>	<b>\$1,263,952,331</b>	<b>\$1,341,529,095</b>	<b>\$77,576,764</b>	<b>6%</b>

<sup>1</sup> Based on Program cost data and preliminary cost shares, including ancillary projects.

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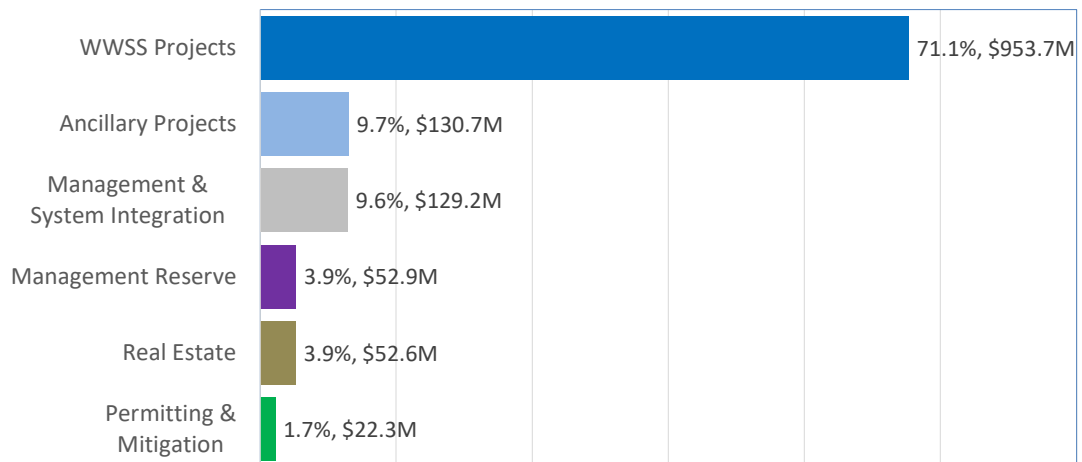
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## Baseline 5.2 Partner Cost Summary

Partner	Baseline 5.2
Beaverton	83,247,980
Hillsboro	462,657,631
TVWD	780,603,831
WIF	15,019,653
<b>Total Estimated Cost</b>	<b>1,341,529,095</b>

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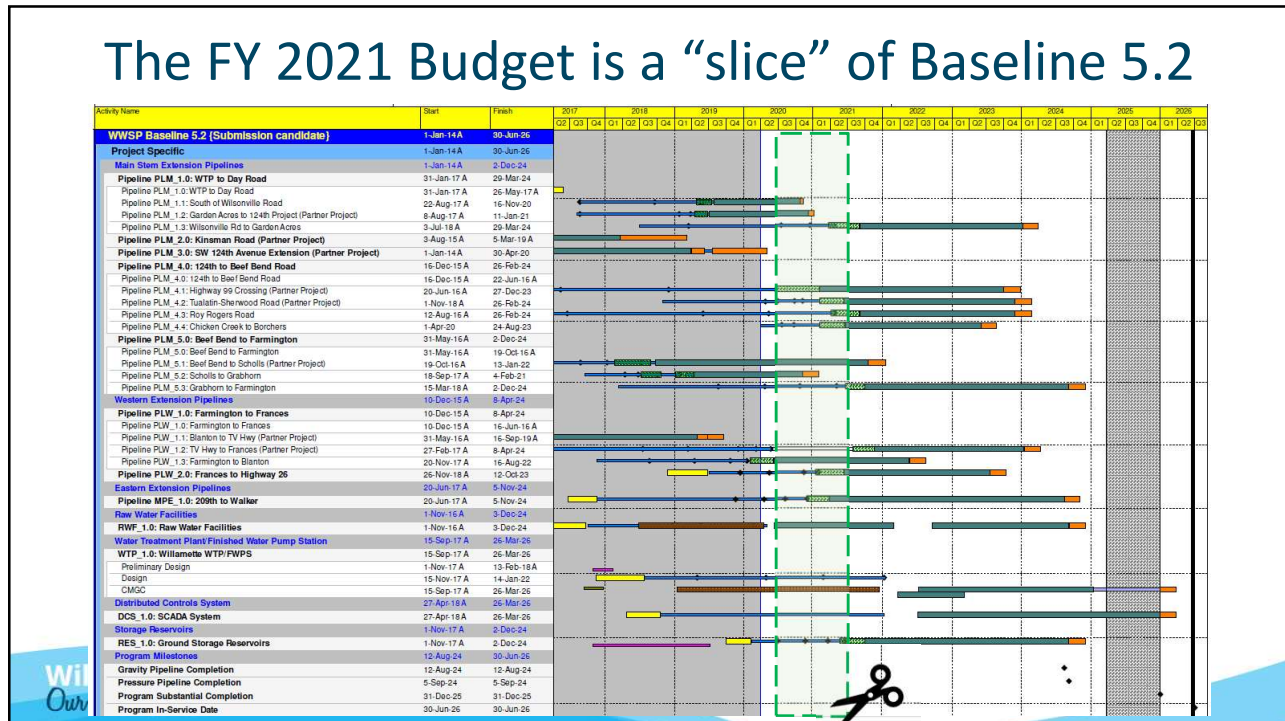
## How are costs distributed within Baseline 5.2?



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# PROGRESS PLANNED FOR FY 2020 - 21

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## Program Work Planned for FY 2020-21

- Implement
  - WWSS IGA
  - WIFIA compliance program
  - Safety program
  - Communications and outreach program
- Continue acquisitions
  - Real estate
  - Permits and land use approvals
- Progress design on 11 projects
- Advance 13 construction projects
- Plan
  - Water supply integration
  - Commissioning and start-up
  - Operations



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## Planned Project Delivery Progress

Work Package	Design					Construction
	Conceptual/ Preliminary	30%/50%	60%/70%	90%	100%	
RWF_1.0	█					◆
PLM_1.1	█					◆
PLM_1.2	█					◆
PLM_1.3	█					◆
PLM_2.0	█					
PLM_3.0	█					
WTP_1.0	█				◆	
PLM_4.1	█					◆
PLM_4.2	█					◆
PLM_4.3	█					◆
PLM_4.4	█					◆
PLM_5.1	█					◆
PLM_5.2	█					◆
PLM_5.3	█					
RES_1.0	█					◆
PLW_1.1	█					
PLW_1.1 ext	█					
PLW_1.2	█				◆	
PLW_1.3	█					◆
PLW_2.0/COH_1.0	█					◆
MPE_1.1/COB_1.1	█					◆
MPE_1.2/COB_1.2	█					◆
MPE_1.3	█				◆	

█ Complete

█ Active Work

◆ Planned status at June 30, 2021

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**QUESTIONS**

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**Intergovernmental Agreement for  
Emergency Interties**

*Intersection of SW Hall & SW Oleson (Bradley Corners)*

**Nicholas Augustus, P.E.**  
Engineering Division Manager

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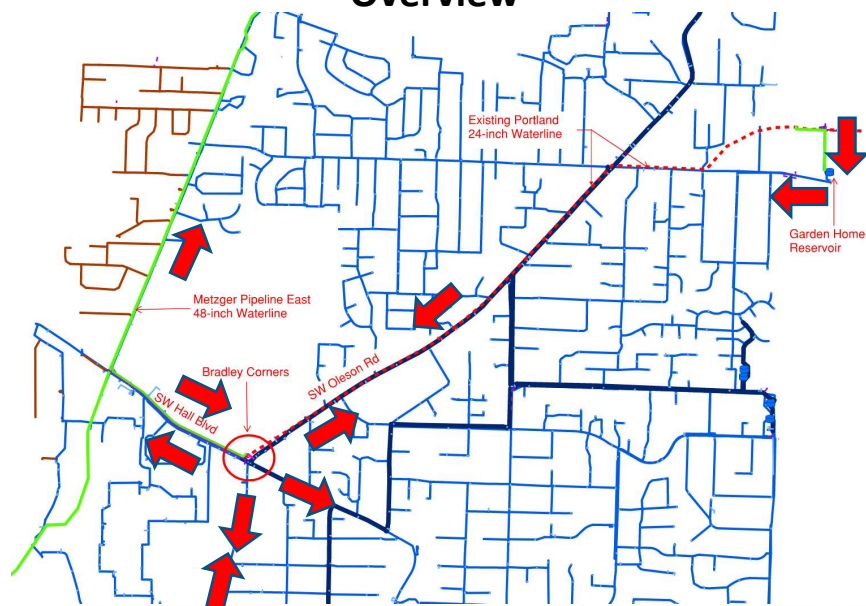
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## Overview

- Existing 24-inch Portland waterline
  - Serves TVWD
  - Emergency Connection to City of Tigard – 6 mgd
  - City of Beaverton emergency allowance of 3.65 mgd but no existing connection
- Emergency connections desired to be maintained prior to and post-2026 with implementation of the WWSS
- Future Service from WWSS to Metzger service area

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## Overview



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## Intergovernmental Agreement Impact to TVWD

- Portland 24-inch ownership change
  - Portland wants us to work cooperatively with our neighbors
  - TVWD uniquely placed
  - Portland waterline to help reduce water age in the Garden Home Reservoir.
- MPE needs a PRV station at SW Hall Blvd and SW Greenburg Rd (Bradley Corner intersection).

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## Intergovernmental Agreement Details

- Murraysmith evaluation of the Bradley Corner piping
- Sub-regional model
- Schedule not to delay the MPE\_1 design
- Post-2026 emergency supply agreements to be addressed at a future date
- Cost of analysis: \$109,996 split 3 ways (33% TVWD & Tigard, 34% Beaverton)
- Anything specific to Beaverton and Tigard will be addressed and paid for separately between those agencies

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## Closing

Questions?



- Request approval to enter into an Agreement between Tualatin Valley Water District, City of Beaverton, and the City of Tigard for the Bradley Corners Emergency Interties.

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## Update on Financial Performance

**Paul L. Matthews**  
Chief Financial Officer

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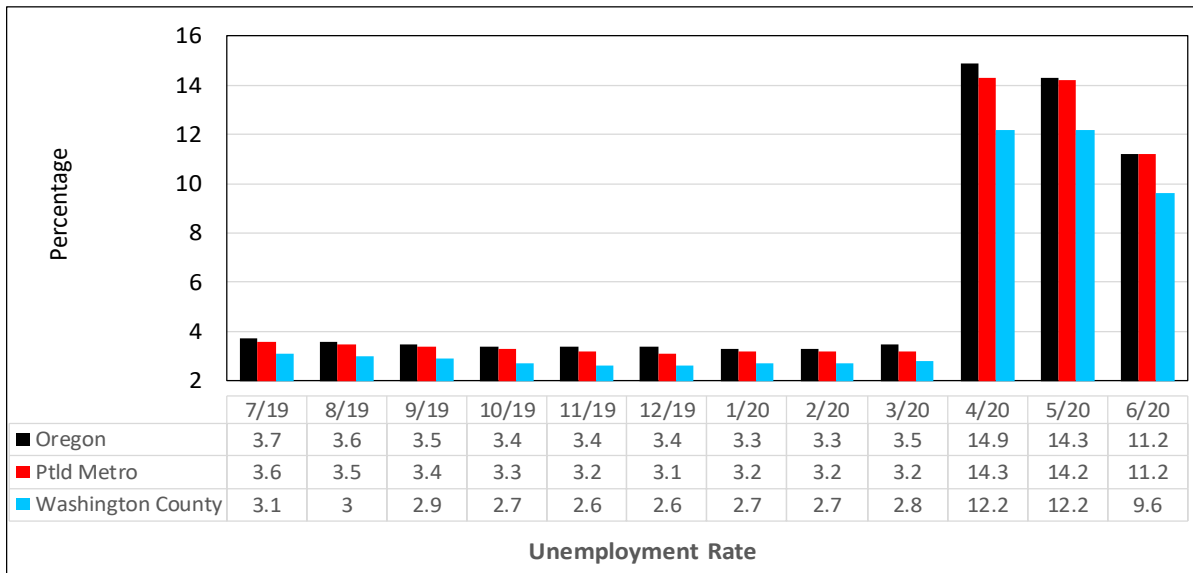
### Overview of Tonight's Presentation

#### Updates on:

- Local unemployment rates
- TVWD's Financial Performance
  - Revenue
  - Collections
  - Expenses
- WIFIA

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### Unemployment Still High



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## Monitoring TVWD's Financial Performance



### Revenue

- Impact on future water sales



### Collections

- Capacity for customers to pay their water bills



### Expenses

- Effect on budget to respond to COVID-19

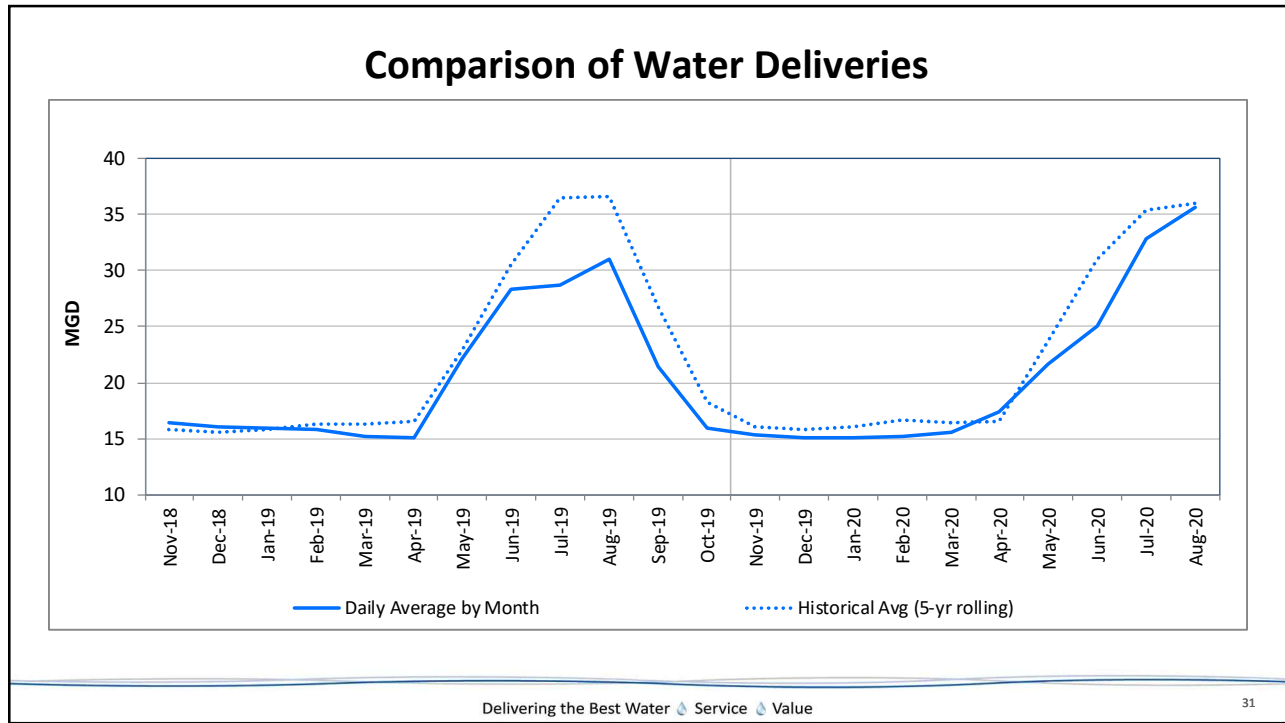
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## What We've Learned This Month

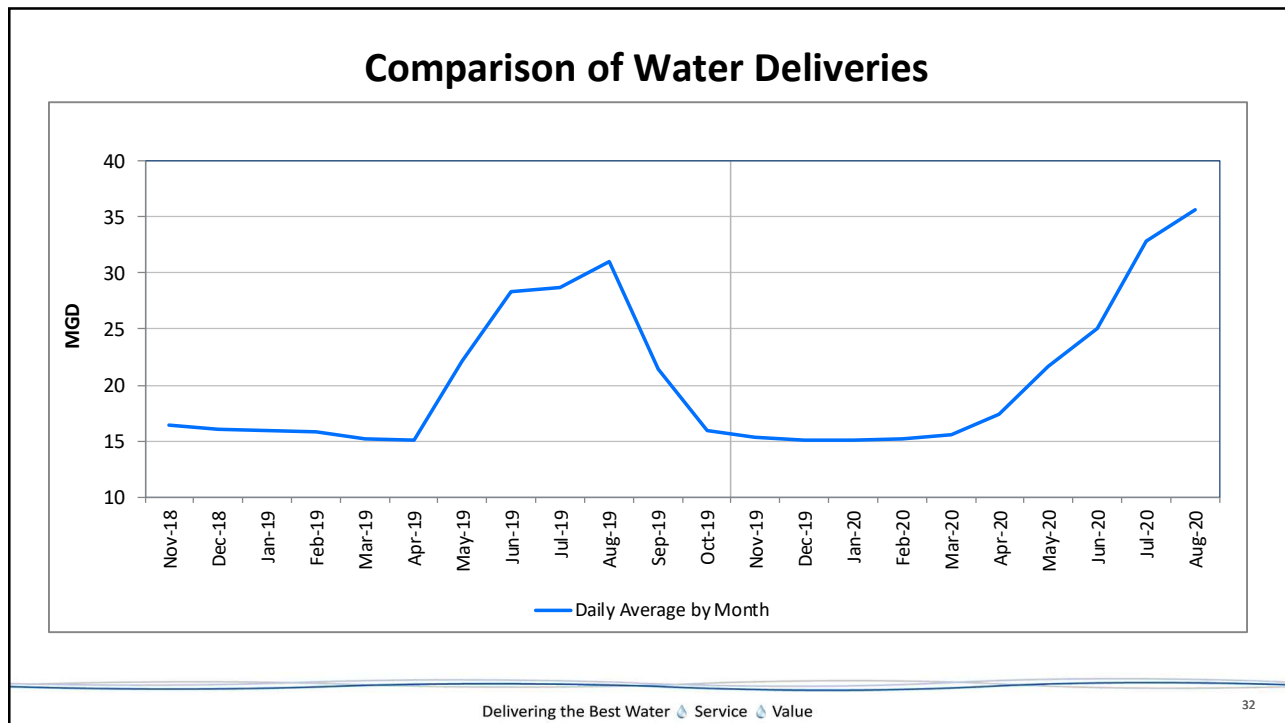
### Lower Volume Water Sales in July

- Water sales in July approximately 80% of budget (about \$980K lower than last year actual)
- Commercial and irrigation class down about a third from last year actual (\$335K and \$298K, respectively)
- Single-family residential sales down 14% from last year actual (\$427K)
- Collections currently less of a concern than water sales

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### Recent Leak Found

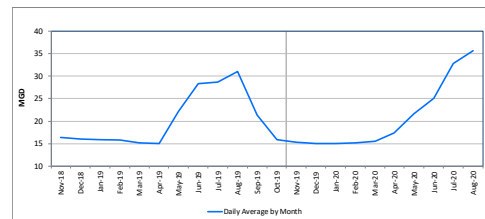


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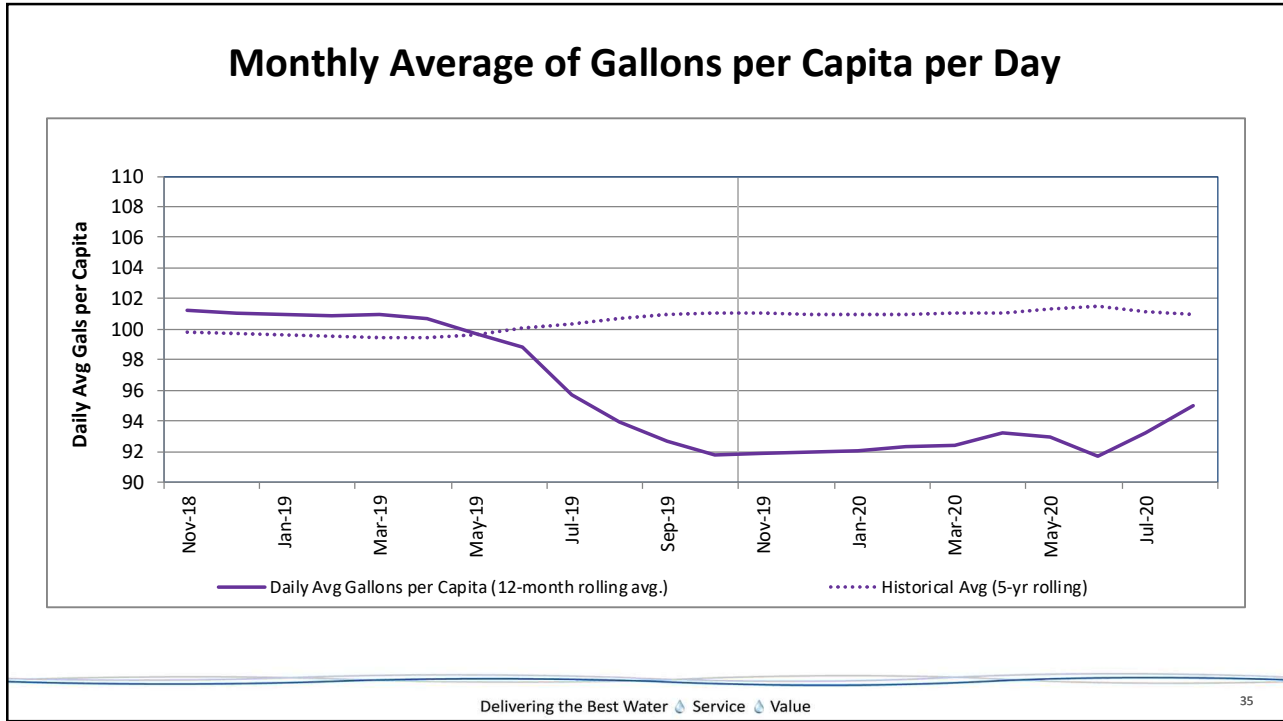
### Water Deliveries and Sales

#### Recent Leak

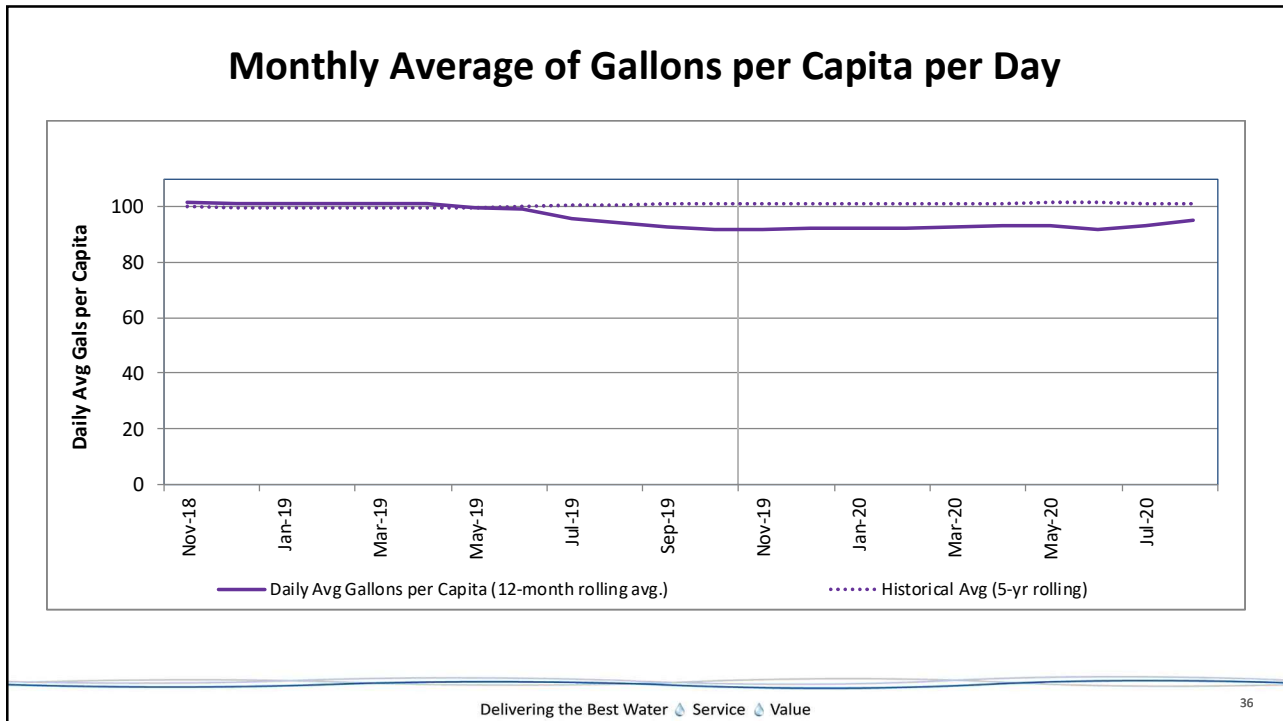
- Volume lost in leak is unknown
- Estimate could be 100 to 200 gallons per minute (gpm)
  - 100 gpm = 0.144 millions of gallons per day (MGD)
  - 200 gpm = 0.288 MGD



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## Forecasting Revenue

### Challenges

- Potential changes in non-revenue water
- Bimonthly billing
- Block rate structure
- Weather
- Beaverton
- COVID-19
- Lack good leading indicator of water sales

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## What Are We Seeing

### Residential Demand (Single-family and Multifamily)

- Lagging more than in June and more than in prior year

### Commercial

- Confirmed it's trending downward. Recovery not apparent.

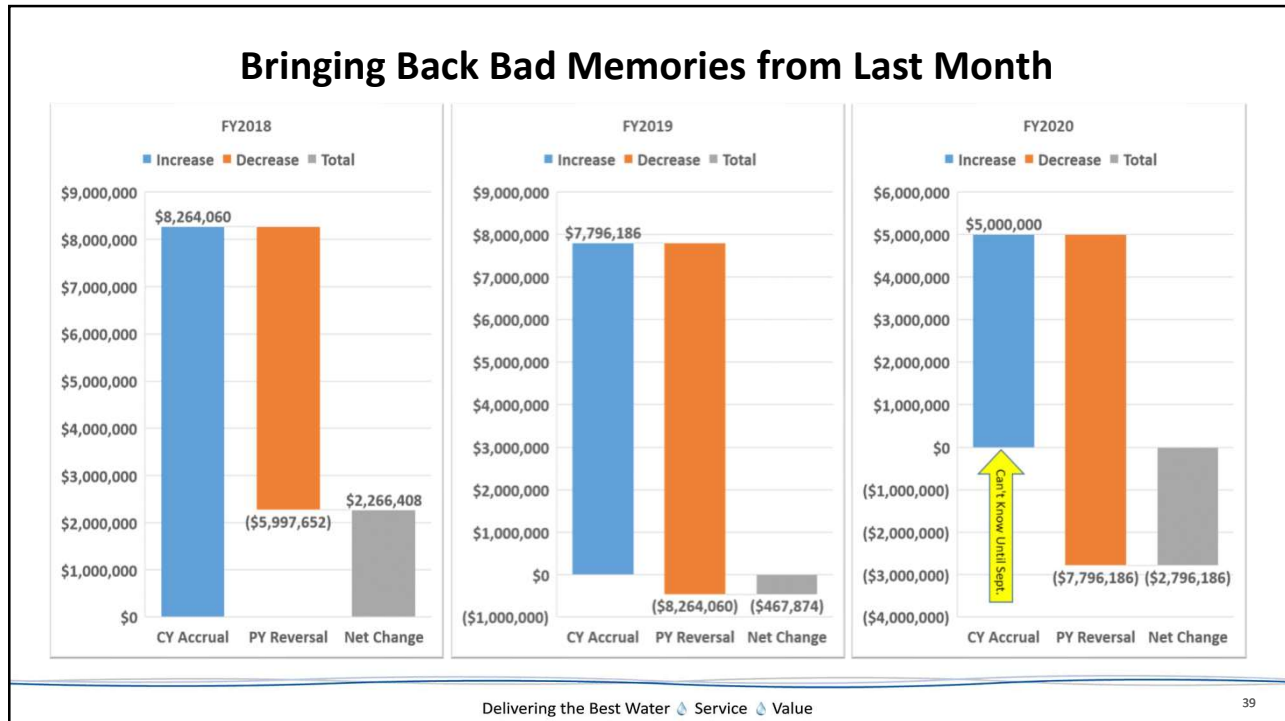
### Production (Larger demands, typically industrial)

- Remains stronger than plan. July 110% of prior year (\$39K)

### Irrigation

- Not responding to normal summer demands. Off by \$298K from July 2019 (34%).

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### Monitoring TVWD's Financial Performance

**Revenue**

- Impact on future water sales

**Collections**

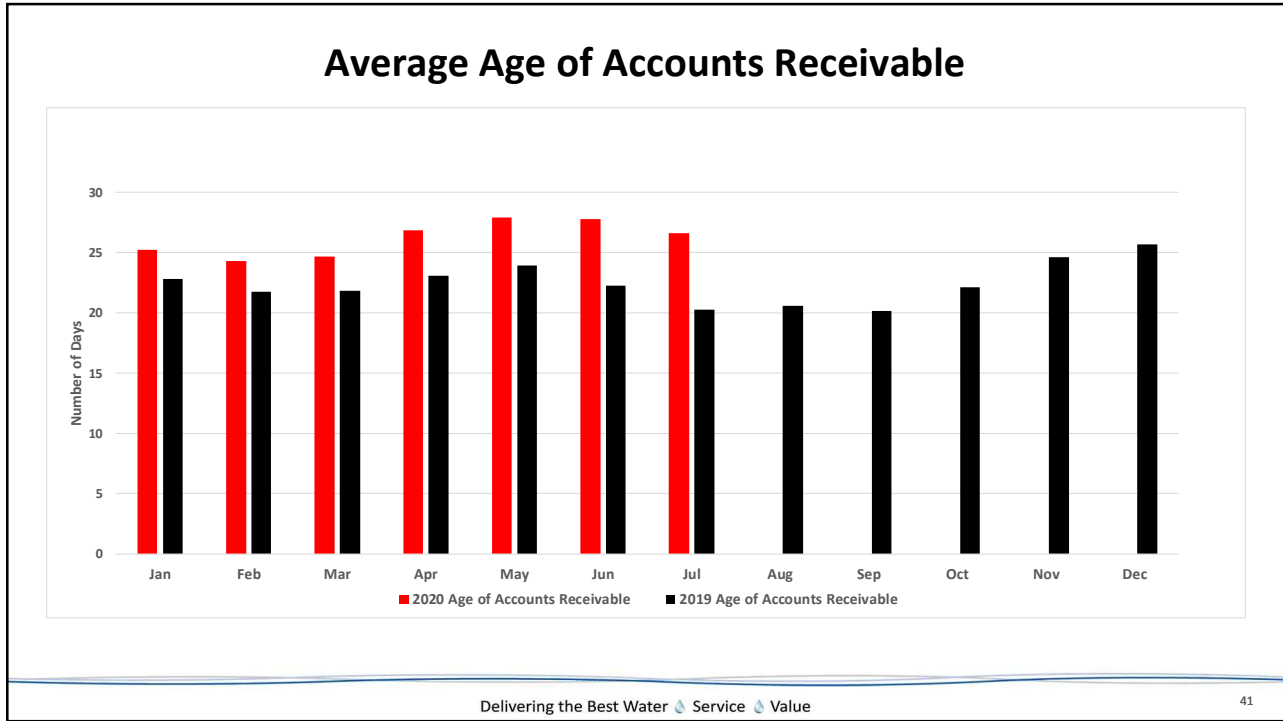
- Capacity for customers to pay their water bills

**Expenses**

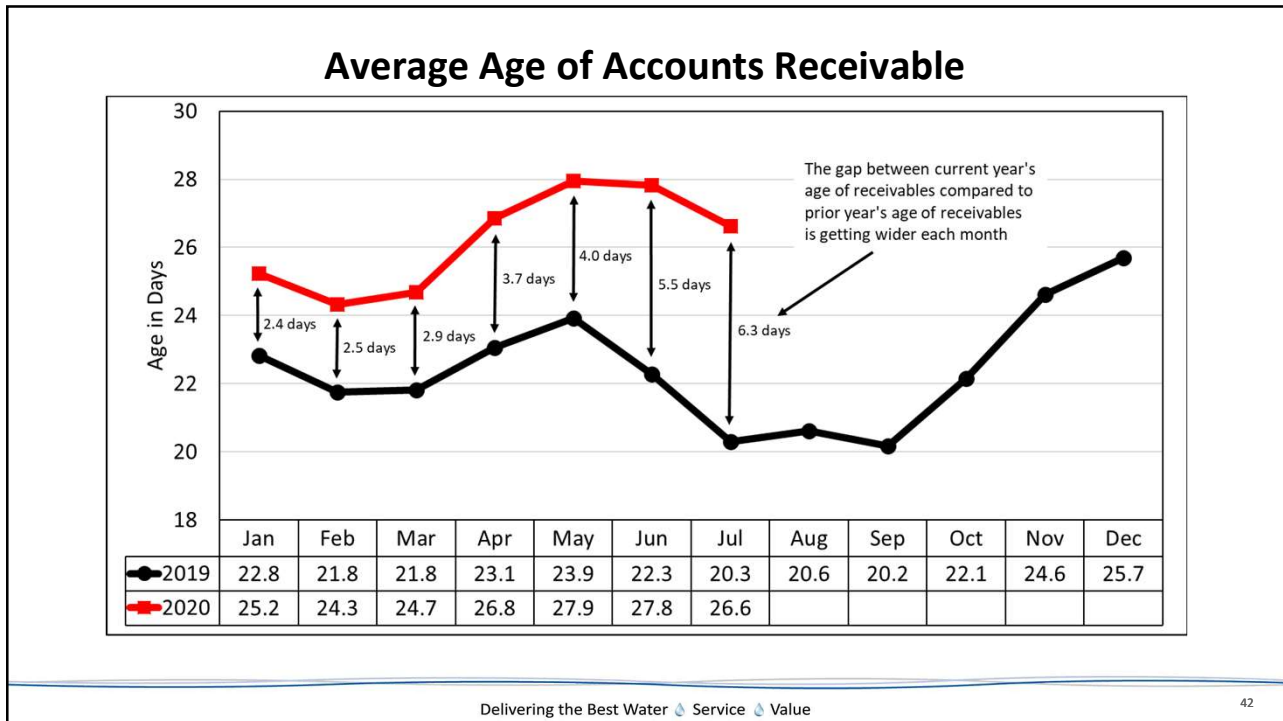
- Effect on budget to respond to COVID-19

Delivering the Best Water Service Value

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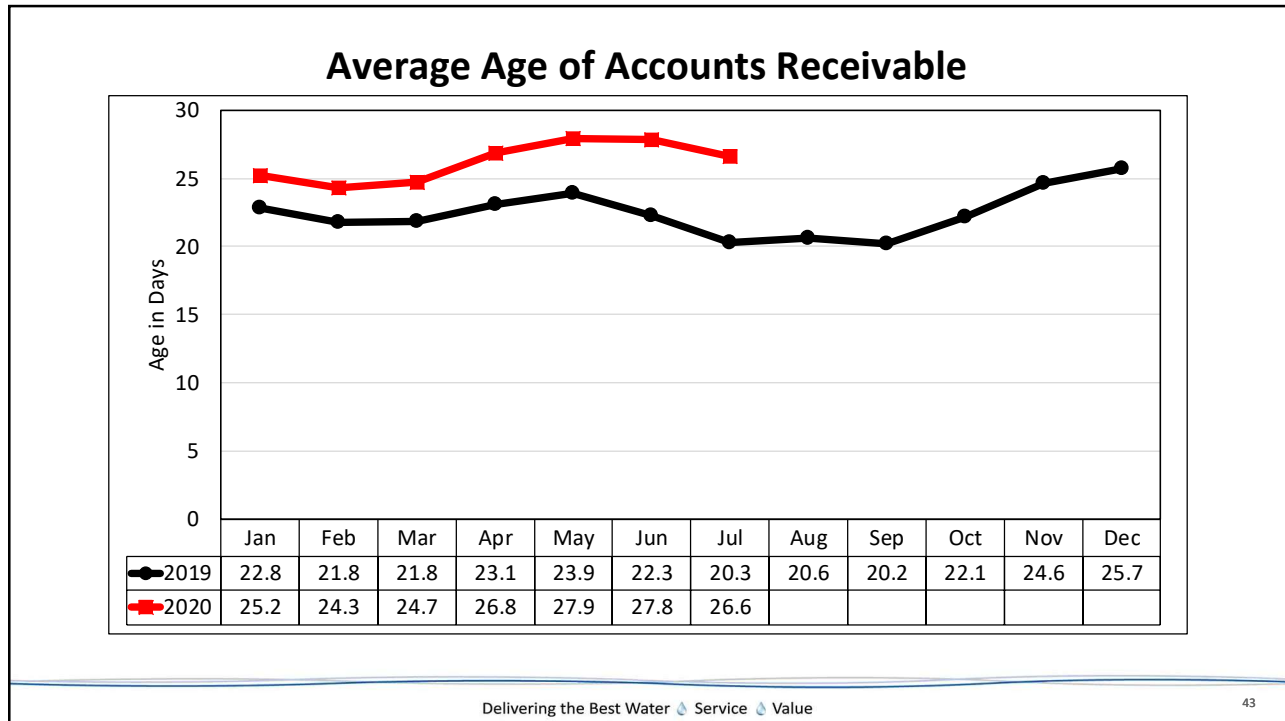


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### Days Sales Outstanding

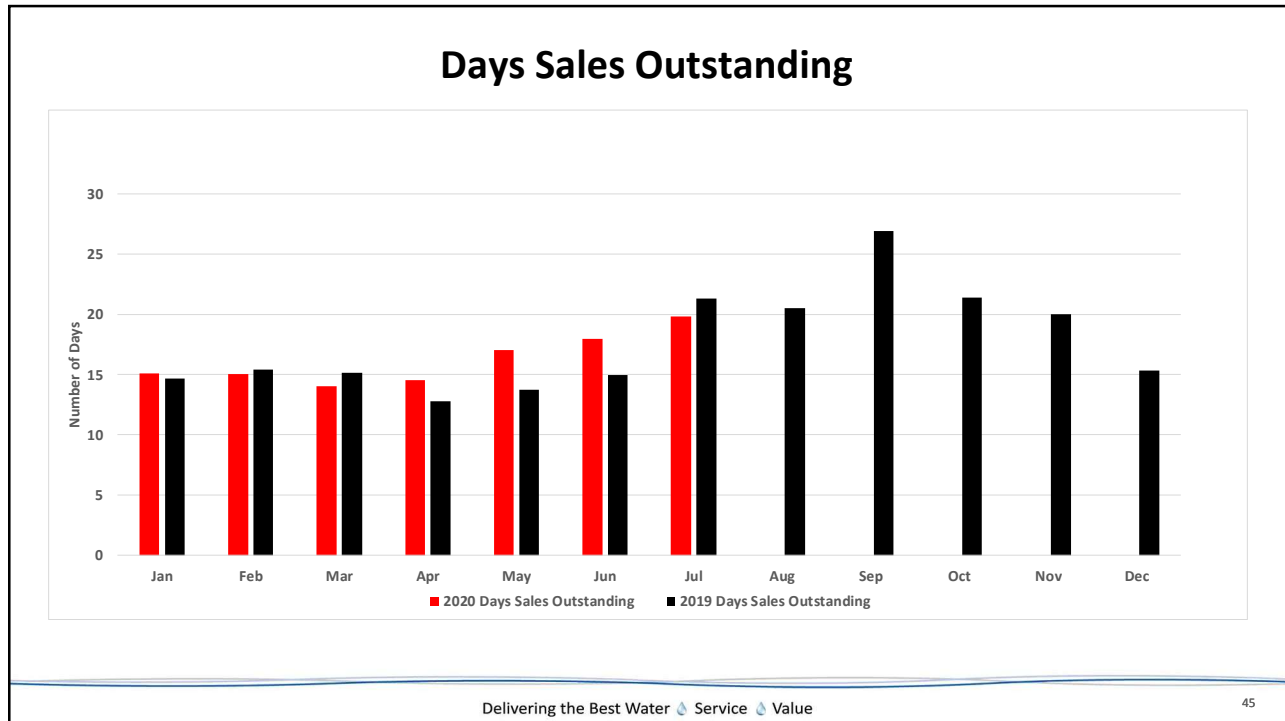
- Measures average number of days to collect on sales

$$Days\ Sales\ Outstanding = \frac{Account\ Recievable}{Total\ Sales} * 365$$

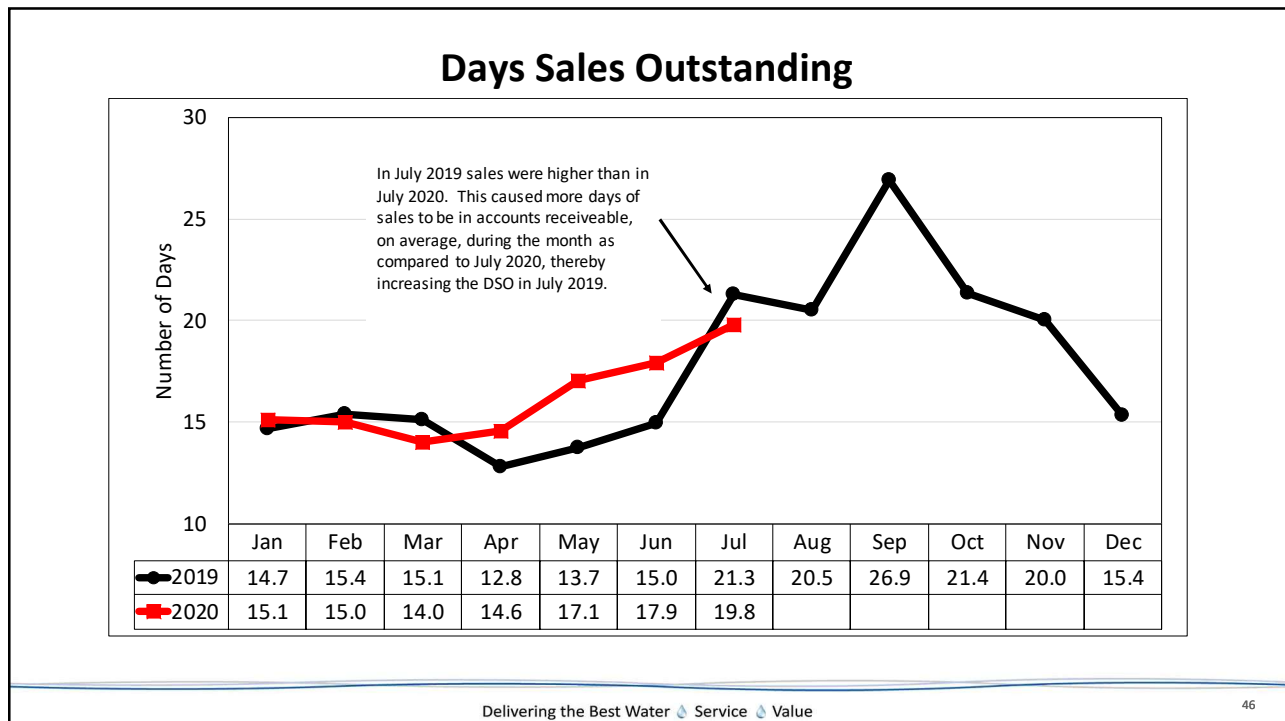
- Increases in Days Sales Outstanding could indicate collections challenges
- Proposed basis is years of sales to account for seasonality of water sales

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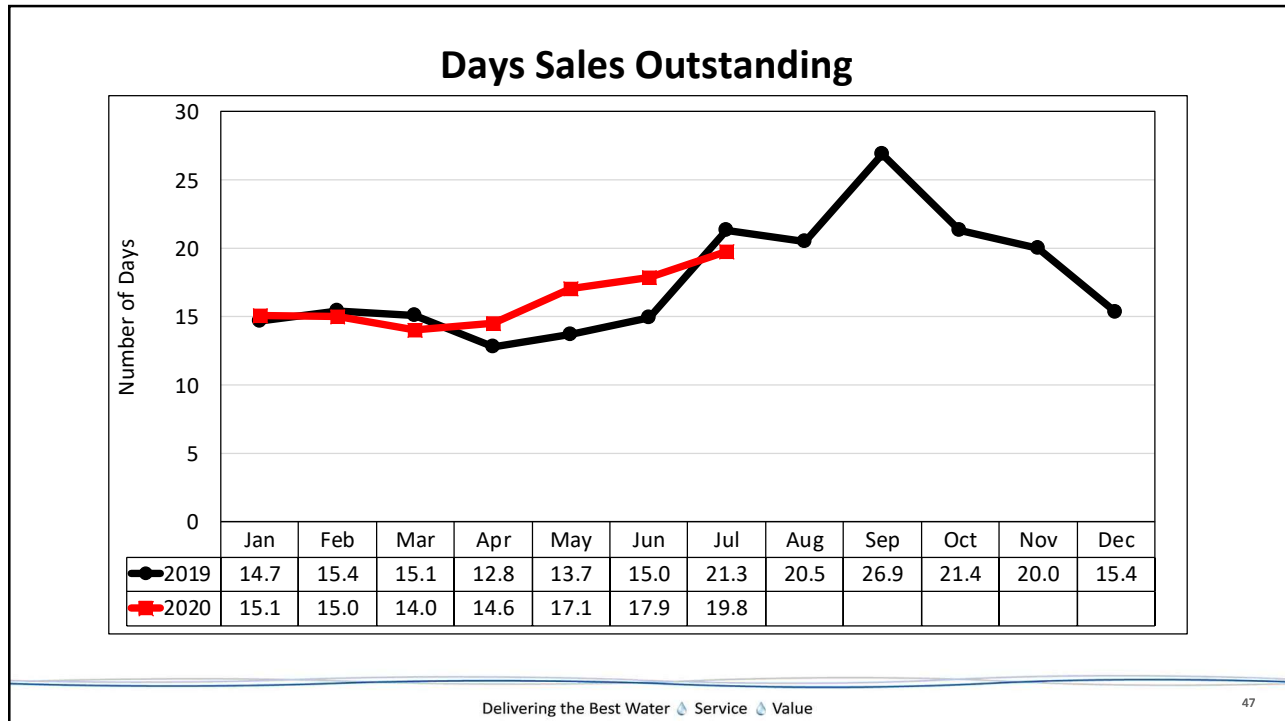
44



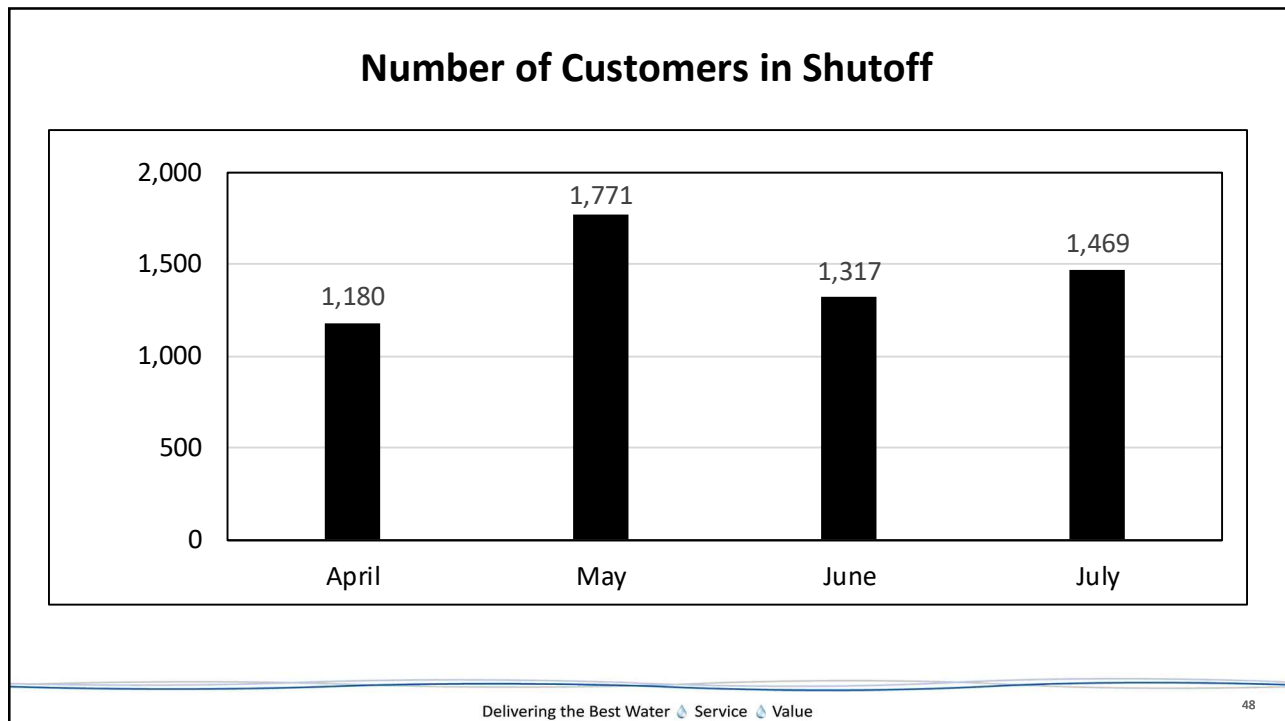
45



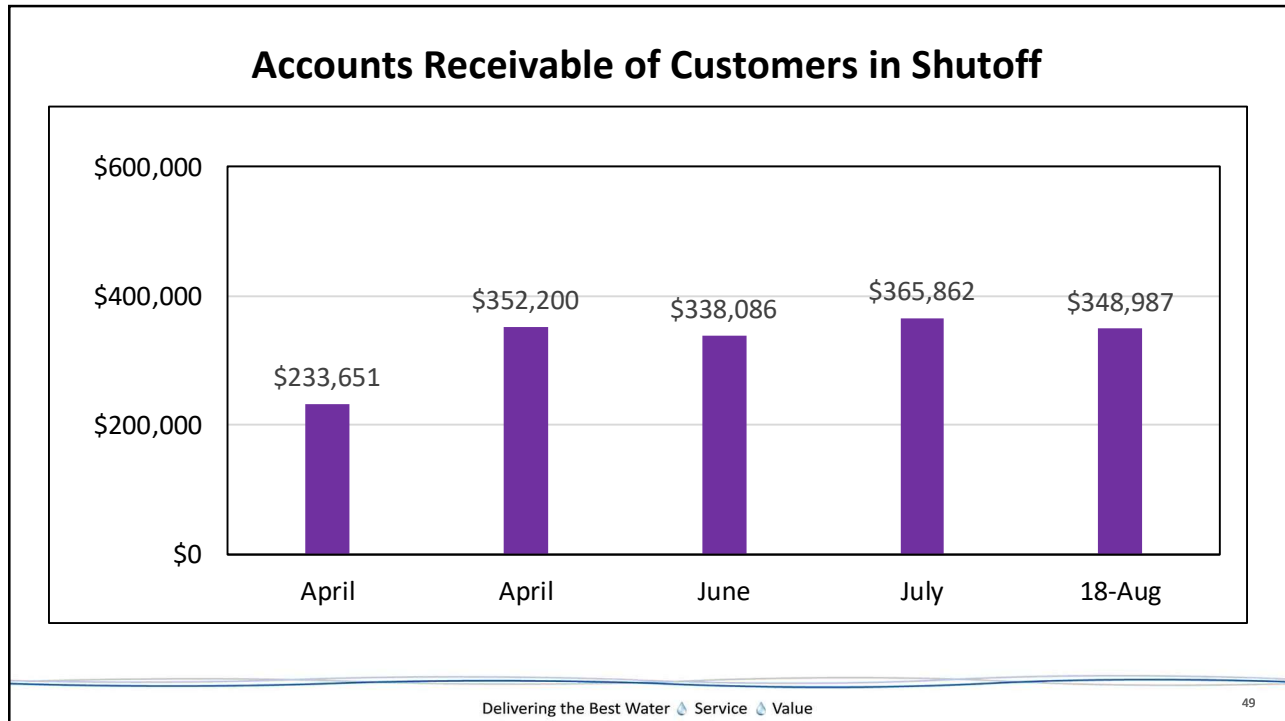
46



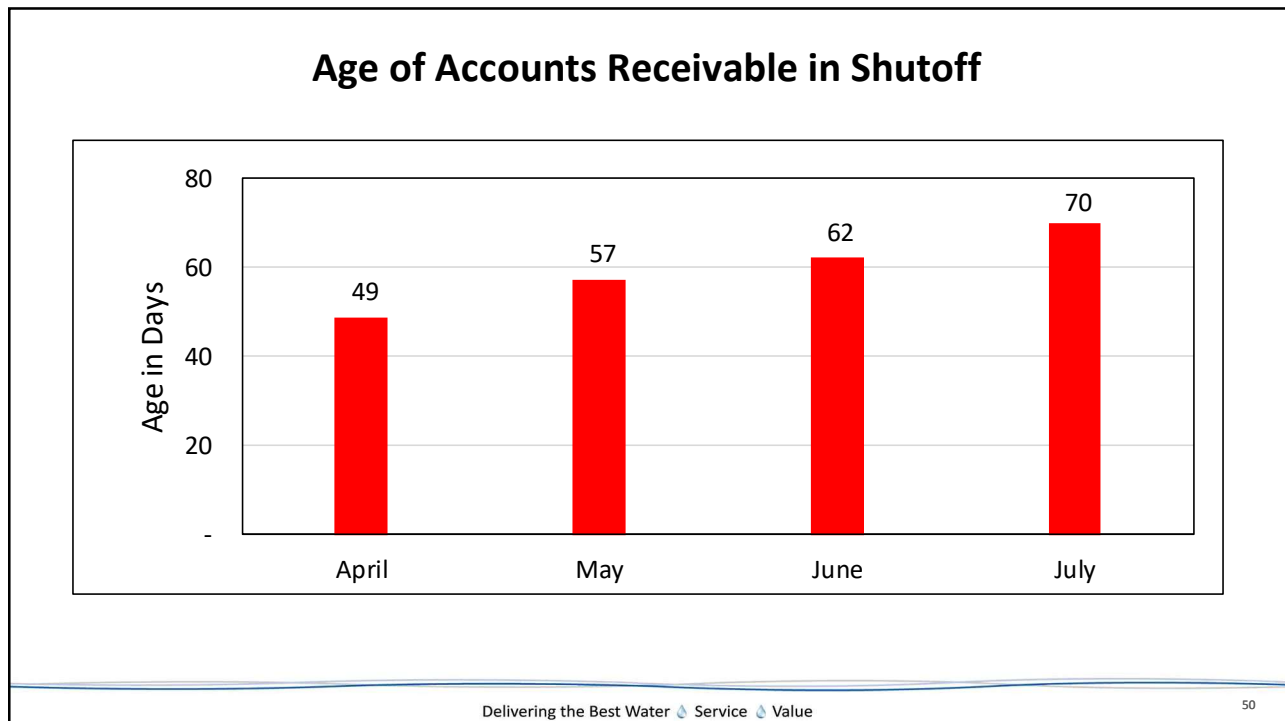
47



48



49



50

## Monitoring TVWD's Financial Performance



### Revenue

- Impact on future water sales



### Collections

- Capacity for customers to pay their water bills



### Expenses

- Effect on budget to respond to COVID-19

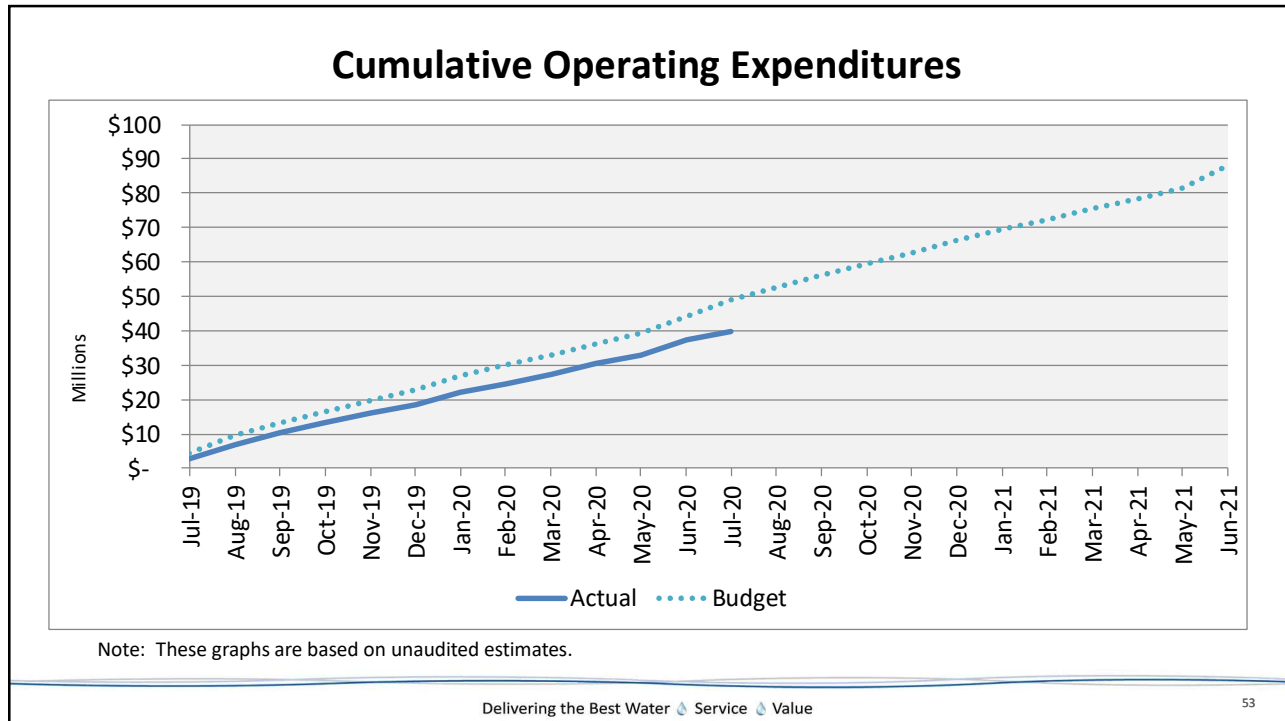
51

## Budget and COVID-19 Issues

### Types of COVID-19 Expenses

- Direct expenses
- Leave-related expenses
- Intangible expenses
- Bad debt expense
- Customer Emergency Assistance Fund

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### Application for CARES Act Reimbursement

DESCRIPTION	COSTS TO-DATE (\$)	FUTURE COSTS (\$)	TOTAL PROJECTED COSTS
Provide paid temporary leave to employees under EFMLA due to COVID-19	\$44,964	\$45,000	\$89,964
COVID-19 related IT hardware, software, and services to enable remote workforce	8,245.62	12,000.00	20,245.62
Face masks for staff	3,406.11	1,500.00	4,906.11
enhanced cleaning services for admin building	13,117.50	18,000.00	31,117.50
Field porta-potties for operations staff without access due to COVID-19.	2,865.00	4,000.00	6,865.00
Miscellaneous cleaning , safety , and administrative supplies.	19,734.00	10,000.00	29,734.00
Emergency Operations Command Staff	43,883.00	10,000.00	53,883.00
<b>TOTAL</b>	<b>\$136,215</b>	<b>\$100,500</b>	<b>\$236,715</b>

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## Application for CARES Act Reimbursement



**WASHINGTON COUNTY  
OREGON**

Washington County CARES Act  
Cities & Special Districts Assistance Grant  
**Claim Reimbursement Request**

Grantee Name: Tualatin Valley Water District  
 Claim Period for this Request: 3/1/20-7/31/20  
 Date Submitted: 8/17/2020

Grant award amount:	\$	236,715.00
Total claimed before this request:	\$	-
<b>Total claimed for this period:</b>	<b>\$</b>	<b>99,371.37</b>
Grant balance remaining to be claimed:	\$	137,343.63

By submitting this grant reimbursement request, the Grantee certifies that, to the best of their knowledge and belief, the information on this reimbursement request is accurate, the expenditures have been properly incurred, and that no other funding source has or will reimburse these costs.

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## Late Breaking News...

### WIFIA News

- Amended the District’s WIFIA Loan Agreement in advance of Re-Execution to make more dollars available in FY2022-2023
- Received draft WIFIA Loan Agreement for re-execution
- Working with General Counsel and Bond Counsel on review
- EPA Counsel expects closing in September

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## Late Breaking News...

### Interest Rates

- Current interest rate on WIFIA loan is 2.39%
- As of 8/19/2020, re-executed interest rate would be approximately 1.28%
- Realistic planning rate of 1.40%

### Potential Savings

- Save about \$110 to \$120 million in debt service
- Possibly \$3.0 to \$3.4 million per year

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## Questions and Comments

### *COVID-19 and Financial Performance*

**Paul L. Matthews**  
Chief Financial Officer

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# Tualatin Valley Water District



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## Report of Meetings Attended

### Commissioner Bernice Bagnall

Date	Meeting or Function	Purpose	\$	Claimed
8/4/2020	Board work session	Portland contract and WWSP update	50.00	X Yes <input type="checkbox"/> No
8/11/2020	CEO and Board VP	Agenda planning	50.00	X Yes <input type="checkbox"/> No
8/19/2020	Regular Board meeting	District Business	50.00	X Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
			\$150	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Ok to pay - K L. DeSau		<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Date 8/19/2020

Requested by Bernice Bagnall  
Commissioner

Date 8/19/2020

Approved by See attached email  
Secretary

ORS 198.190, "A member of the governing body of a district may receive, not to exceed \$50.00 for each day or portion thereof as compensation for services performed as a member of the governing body. Such compensation shall not be deemed lucrative. The governing body may provide for reimbursement of a member for actual and reasonable traveling and other expenses necessarily incurred by a member in performing official duties." *Please note that in accordance with ORS 294.331 (3) members of the budget committee shall receive no compensation for their services as members of such committee.*

By Board Resolution 02-14, an amount equal to the unclaimed funds for services will be transferred to the District's Customer Emergency Assistance Program.

## Katherine DeSau

---

**From:** Todd Sanders  
**Sent:** Wednesday, August 19, 2020 7:46 PM  
**To:** Katherine DeSau  
**Subject:** RE: Request For Approval - Meeting Attendance Form

I approve Commissioner Bagnall's Meeting Attended form for August 2020.

---

**From:** Katherine DeSau <Katherine.DeSau@tvwd.org>  
**Sent:** Wednesday, August 19, 2020 6:42 PM  
**To:** Todd Sanders <Todd.Sanders@tvwd.org>  
**Subject:** Request For Approval - Meeting Attendance Form

Greetings,

In lieu of your signature, please review and email me your approval of Commissioner Bagnall's attached Meeting Attendance Form.

Thank you,

**Katherine Lipari DeSau**

Executive Assistant

1850 SW 170<sup>th</sup> Ave, Beaverton, OR 97003  
*direct* 503-848-3078 // *office* 503-848-3000  
[katherine.desau@tvwd.org](mailto:katherine.desau@tvwd.org)  
[www.tvwd.org](http://www.tvwd.org)

**Tualatin Valley Water District**

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# Tualatin Valley Water District



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## Report of Meetings Attended

### Commissioner Doane

Date	Meeting or Function	Purpose	\$	Claimed
19 Aug	Regular Meeting		50	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
13 Aug	Aloha Business Assoc		50	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4 Aug	Work Session		50	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16 July	Water Quality Discussion		50	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
			\$200 to CEAP	<input type="checkbox"/> Yes <input type="checkbox"/> No
			Ok to pay - K L. DeSau	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Date 8/19/2020

Requested by Jim Doane  
Commissioner

Date 8/20/2020

Approved by See attached email  
President

ORS 198.190, "A member of the governing body of a district may receive, not to exceed \$50.00 for each day or portion thereof as compensation for services performed as a member of the governing body. Such compensation shall not be deemed lucrative. The governing body may provide for reimbursement of a member for actual and reasonable traveling and other expenses necessarily incurred by a member in performing official duties." *Please note that in accordance with ORS 294.331 (3) members of the budget committee shall receive no compensation for their services as members of such committee.*

By Board Resolution 02-14, an amount equal to the unclaimed funds for services will be transferred to the District's Customer Emergency Assistance Program.

# Tualatin Valley Water District



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## Report of Meetings Attended

### Commissioner Jim Duggan

Date	Meeting or Function	Purpose	\$	Claimed
07/16/2020	TVWD Water Quality Event	Public web event	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
08/04/2020	TVWD Board Work Session	WWSS, Portland Updates	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
08/06/2020	WWSS Meeting	Exec. Session & Reg. Mtg	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
08/13/2020	WWSS Documents/Faye Branton	Sign document backlog	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
08/19/2020	TVWD Board Meeting	Reg. Monthly Mtg.	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			\$250	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Ok to pay - K L. DeSau		<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Date 08/19/2020

Requested by James J. Duggan  
Commissioner

Date 8/20/2020

Approved by See attached email  
President

ORS 198.190, "A member of the governing body of a district may receive, not to exceed \$50.00 for each day or portion thereof as compensation for services performed as a member of the governing body. Such compensation shall not be deemed lucrative. The governing body may provide for reimbursement of a member for actual and reasonable traveling and other expenses necessarily incurred by a member in performing official duties." *Please note that in accordance with ORS 294.331 (3) members of the budget committee shall receive no compensation for their services as members of such committee.*

By Board Resolution 02-14, an amount equal to the unclaimed funds for services will be transferred to the District's Customer Emergency Assistance Program.

# Tualatin Valley Water District



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## Report of Meetings Attended

### Commissioner Sanders

Date	Meeting or Function	Purpose	\$	Claimed
8/04/2020	Work Session	Finances, PWB Contract	50	X Yes <input type="checkbox"/> No
7/16/2020	TVWD Water Quality Forum	Explaining the WQ Annual Report	50	X Yes <input type="checkbox"/> No
8/19/2020	Board Meeting	Monthly meeting	50	X Yes <input type="checkbox"/> No
			\$150	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Ok to pay - K L. DeSau		<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Date 8/19/2020

Requested by Todd Sanders  
Commissioner

Date 8/20/2020

Approved by See attached email  
President

ORS 198.190, "A member of the governing body of a district may receive, not to exceed \$50.00 for each day or portion thereof as compensation for services performed as a member of the governing body. Such compensation shall not be deemed lucrative. The governing body may provide for reimbursement of a member for actual and reasonable traveling and other expenses necessarily incurred by a member in performing official duties." *Please note that in accordance with ORS 294.331 (3) members of the budget committee shall receive no compensation for their services as members of such committee.*

By Board Resolution 02-14, an amount equal to the unclaimed funds for services will be transferred to the District's Customer Emergency Assistance Program.



Report of Meetings Attended

**Commissioner Dick Schmidt**

Date	Meeting or Function	Purpose	\$	Claimed
08042020	Work session	WWSP updates, water sales issues	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
08112020	Agenda meeting	Discuss agenda for the 08122020	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
08192020	Regular board		50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Ok to pay - K L DeSau	\$150	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Date 08/19/2020

Requested by Dick Schmidt  
Commissioner

Date 8/20/2020

Approved by See attached email  
President

ORS 198.190, "A member of the governing body of a district may receive, not to exceed \$50.00 for each day or portion thereof as compensation for services performed as a member of the governing body. Such compensation shall not be deemed lucrative. The governing body may provide for reimbursement of a member for actual and reasonable traveling and other expenses necessarily incurred by a member in performing official duties." *Please note that in accordance with ORS 294.331 (3) members of the budget committee shall receive no compensation for their services as members of such committee.*

By Board Resolution 02-14, an amount equal to the unclaimed funds for services will be transferred to the District's Customer Emergency Assistance Program.

## Katherine DeSau

---

**From:** Bernice Bagnall  
**Sent:** Thursday, August 20, 2020 9:27 AM  
**To:** Katherine DeSau  
**Subject:** Re: Request For Approval - Meeting Attendance Form

Hi Katherine:

I approve all four of the meeting attendance forms.

Thanks, Bernice Bagnall

---

**From:** Katherine DeSau <Katherine.DeSau@tvwd.org>  
**Sent:** Wednesday, August 19, 2020 8:40 PM  
**To:** Bernice Bagnall <bernice.bagnall@tvwd.org>  
**Subject:** FW: Request For Approval - Meeting Attendance Form

Commissioner Sanders has updated his Meeting Attendance form to also reflect tonight's meeting. I have attached his updated form to this email, along with Commissioner Doane, Duggan and Schmidt's submissions. Please review and respond via email when you have a moment.

Thank you,

### Katherine Lipari DeSau

Executive Assistant

1850 SW 170<sup>th</sup> Ave, Beaverton, OR 97003  
*direct* 503-848-3078 // *office* 503-848-3000  
[katherine.desau@tvwd.org](mailto:katherine.desau@tvwd.org)  
[www.tvwd.org](http://www.tvwd.org)

### Tualatin Valley Water District

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**From:** Katherine DeSau  
**Sent:** Wednesday, August 19, 2020 6:49 PM  
**To:** Bernice Bagnall <bernice.bagnall@tvwd.org>  
**Subject:** Request For Approval - Meeting Attendance Form

Greetings,

In lieu of your signature, please review and email me your approval of Commissioner Doane, Duggan, Schmidt and Sanders' attached Meeting Attendance Forms.

Thank you,

### Katherine Lipari DeSau

Executive Assistant

1850 SW 170<sup>th</sup> Ave, Beaverton, OR 97003  
*direct* 503-848-3078 // *office* 503-848-3000  
[katherine.desau@tvwd.org](mailto:katherine.desau@tvwd.org)  
[www.tvwd.org](http://www.tvwd.org)

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Board Work Session Minutes  
 September 1, 2020

*This meeting was held by phone and the internet.*

**WORK SESSION – 6:01 PM**

**CALL TO ORDER**

Commissioners Present: Bernice Bagnall; Jim Doane, PE; Jim Duggan, PE; Todd Sanders; Dick Schmidt

Staff Present: Tom Hickmann, PE, Chief Executive Officer; Clark Balfour, General Counsel; Paul Matthews, Chief Financial Officer; Carrie Pak, PE, Chief Engineer; Dave Kraska, PE, Water Supply Program Director; Andrew Carlstrom, Customer Service Manager; Tim Boylan, IT Services Director; Andrea Watson, Communications and Public Affairs Supervisor; Katherine Lipari DeSau, Executive Assistant

Guest: One unidentified member of the public attended by phone.

**ANNOUNCEMENTS**

Mr. Hickmann gave an update on the District’s response to the COVID-19 pandemic and provided information on the August 27 staff diversity, equity and inclusion training (see attached memo).

Mr. Carlstrom gave the safety moment on obtaining a flu vaccine during the COVID-19 pandemic.

**1. DISCUSSION ITEMS**

- A. Willamette Water Supply System Commission Update. *Staff Report – Dave Kraska*

Mr. Kraska described the September Willamette Water Supply System Commission Board meeting agenda, reviewed the latest details from the Approvals and Procurement Forecast, updated the Board on recent Willamette Water Supply Program (WWSP) activities of note and discussed project timelines pertinent to 2021 notification (see attached presentation).

In response to questions, Mr. Kraska expressed confidence that concerns about the Cornelius Pass Road Pipeline Project (PLW\_2.0) and implications to the Orenco Woods Nature Park will be addressed. WWSP is working in conjunction with its Partners to minimize environmental impacts, including environmental restoration post-construction. If delays result, staff do not anticipate that the overall project completion timeline will be impacted. Additionally, staff agreed to verify the timeline for Willamette Water Supply System Commission Board officer elections.

- B. Customer Information System (CIS) Project Update. *Staff Report – Andrew Carlstrom*

Mr. Carlstrom provided an update on the District's Customer Information System (CIS) Project, including the key objectives, scope, schedule and budget. He reviewed the project phases from procurement to implementation, highlighted the vendor contract process and discussed next steps (see attached presentation).

Commissioner Doane conveyed that he participated in CIS vendor selection interviews and expressed confidence in District staff and the efforts to make this project a success. Andrew Carlstrom, Clark Balfour and Tim Boylan were recognized for their contributions to the project.

## **ADJOURNMENT**

There being no further business, President Bagnall adjourned the meeting at 6:57 p.m.

---

Bernice Bagnall, President

---

Todd Sanders, Secretary



## MEMO

**Date:** September 1, 2020  
**To:** TVWD Board of Commissioners  
**From:** Tom Hickmann, CEO  
**Re:** CEO Announcements

---

I will cover the following items during the CEO's Announcements at the work session:

1. **Be Sure to Unmute and Mute** – Just a reminder to please be sure to unmute whenever you are speaking and mute yourself when you are done during the work session this evening.
2. **COVID-19 Update** – Tualatin Valley Water District (TVWD) continues to navigate and respond to challenges posed by the current pandemic. Customer Service representatives have been reaching out to customers with account delinquencies. Support is available for eligible customers through the new Utility Assistance program, funded by the CARES Act and administered by Community Action, the Customer Emergency Assistance Program and payment plans.

The District recently concluded a survey to determine COVID impacts on staff caregivers. The most predominant request was for work schedule flexibility. The Leadership Team is currently determining what actions TVWD can take to continue supporting staff while also completing the necessary work to fulfill our mission.

3. **Diversity, Equity and Inclusion Training** – On August 27<sup>th</sup>, all staff received 90 minutes of training on Diversity, Equity and Inclusion (DEI). The approach is the beginning of our work to raise awareness of the issues facing our nation, our workplaces, our communities, and our customers. The training provided an overview of how we all have bias and the ways our bias can hurt others. The goal is to recognize the diversity we bring through our lived experiences and the value that has to our organization. This is just the beginning of our important work in this area.

In addition to the training, a follow up meeting was held with the managers, supervisors, and leads regarding the training and ideas for follow up on DEI. It was

a very productive discussion with great ideas of how we can expand on DEI and integrate it into our TVWD culture.

4. **Board Communications Log** – There were no updates to the Board communications log this month.
5. **Safety Minute** – Andrew Carlstrom, Customer Service Manager, will present tonight’s safety minute.

**Willamette Water Supply**  
*Our Reliable Water*

**Willamette Water Supply Commission Update**  
**TVWD Board Work Session**

September 3, 2020

1

**Outline**

```
graph LR; A[Review September WWSS Commission Board Meeting Agenda] --> B[Review Approvals and Procurements Forecast]; B --> C[Update on WWSP Activities]
```

**Review September WWSS Commission Board Meeting Agenda** → **Review Approvals and Procurements Forecast** → **Update on WWSP Activities**

**Willamette Water Supply**  
*Our Reliable Water*

2

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## REVIEW SEPTEMBER WWSS COMMISSION BOARD MEETING AGENDA

Willamette Water Supply  
*Our Reliable Water*

3

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## Willamette Water Supply System September 3, 2020 Board Meeting Agenda

1. General Manager's Report
2. Public Comment
3. Consent Agenda
  - A. August 6, 2020 meeting minutes
4. Business Agenda
  - A. Adopt PLM\_4.3 Supplemental Resolution of Public Necessity
  - B. Adopt PLM\_5.3 Supplemental Resolution of Public Necessity
  - C. Adopt PLW\_2.0 Supplemental Resolution of Public Necessity
  - D. Approve City of Wilsonville IGA for WRWTP Filtration Pilot Study Participation
  - E. Approve MPE\_1.0 Project Management Services Agreement Amendment to add TVWD Connection to 24-inch Pipeline at Oleson Boulevard
  - F. Approve PLW\_2.0 Design Contract Amendment for Scope Modifications
5. Information Items
  - A. Planned October Business Agenda items

Willamette Water Supply  
*Our Reliable Water*

4

4

**REVIEW APPROVALS AND PROCUREMENTS FORECAST**

**Willamette Water Supply**  
*Our Reliable Water*

5

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Approvals and Procurement Forecast for August 2020 – October 2020  
**Program Baseline or Related Plans**

Description	Program Director	WWSS Management Committee	WWSS Commission Board
Divide MPE_1.0 / COB_1.0 into Work Packages	NA	7/23/2020	8/6/2020

**Willamette Water Supply**  
*Our Reliable Water*

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## Approvals and Procurement Forecast for August 2020 – October 2020

### Real Estate

Description	Program Director	WWSS Management Committee	WWSS Commission Board
PLW_2.0 Resolution of Need	NA	7/23/2020	8/6/2020
PLM_5.3 Resolution of Need (2 <sup>nd</sup> supplemental)	NA	7/23/2020	8/6/2020
PLM_5.3 Resolution of Need (3 <sup>rd</sup> supplemental)	NA	8/20/2020	9/3/2020
PLW_2.0 Resolution of Need (1 <sup>st</sup> supplemental)	NA	8/20/2020	9/3/2020
PLM_4.3 Resolution of Need (1 <sup>st</sup> supplemental)	NA	8/20/2020	9/3/2020
PLM_1.3 Resolution of Need	NA	9/17/2020	10/1/2020

## Approvals and Procurement Forecast for August 2020 – October 2020

### IGAs, MOUs, Permit Commitments

#### TVWD

- MPE\_1.0 Project Management Services Agreement Amendment (September)
- PLW\_1.2 Construction IGA to Relocate 18-inch TVWD Pipeline (TBD)

#### City of Wilsonville IGA for WRWTP Filtration Pilot Study Participation

- Cost sharing in filtration study to support design filter loading rates (September)

#### City of Beaverton

- COB\_1.0 Design IGA Amendment 1 (August)
- MPE\_1.1/COB\_1.1 Construction IGA (October)
  - S.W. Western Ave. from S.W. Beaverton-Hillsdale Hwy. to S.W. Allen Blvd.
- MPE\_1.2/COB\_1.2 Construction IGA (October)
  - S.W. Nimbus/Scholl's Ferry to S.W. Beaverton-Hillsdale Highway



## Approvals and Procurement Forecast for August 2020 – October 2020

# Contracts

Title	Goal	Value	Key Dates
RES_1.0 and PLM_5.3 Project Construction Manager/General Contractor (CM/GC)	Procure CM/GC for RES_1.0 / PLM_5.3 combined project	~\$120M	Publish RFP: 9/2/2020 WWSS Board Approval: 12/3/2020 Notice to Proceed: 12/4/2020

## Approvals and Procurement Forecast for August 2020 – October 2020

# Contract Amendments and Change Orders\*

Title	Goal	Value	Key Dates
MPE_1.0/COB_1.0 Design Contract Amendment for Project Work Packages (phases)	Amend contract for design services and engineering services during construction to accommodate project delivery in three phases	\$1.998M	7/23/2020 approval by WWSS MC 8/6/2020 approval by WWSS Board
PLM_1.0 Design Contract Amendment for Completing PLM_1.3 Design and PLM_1.1 Construction Services	Amend contract for design services and engineering services during construction to accommodate PLM_1.3 design changes and PLM_1.1 additional construction meetings	\$TBD	9/17/2020 approval by WWSS MC 10/1/2020 approval by WWSS Board
PLW_2.0 Design Contract Amendment for Scope Modifications	Amend contract for design services and engineering services during construction to accommodate scope modifications	\$0.612M	8/20/2020 approval by WWSS MC 9/3/2020 approval by WWSS Board

\*having values higher than the Program Director's authority

## Approvals and Procurement Forecast for August 2020 – October 2020

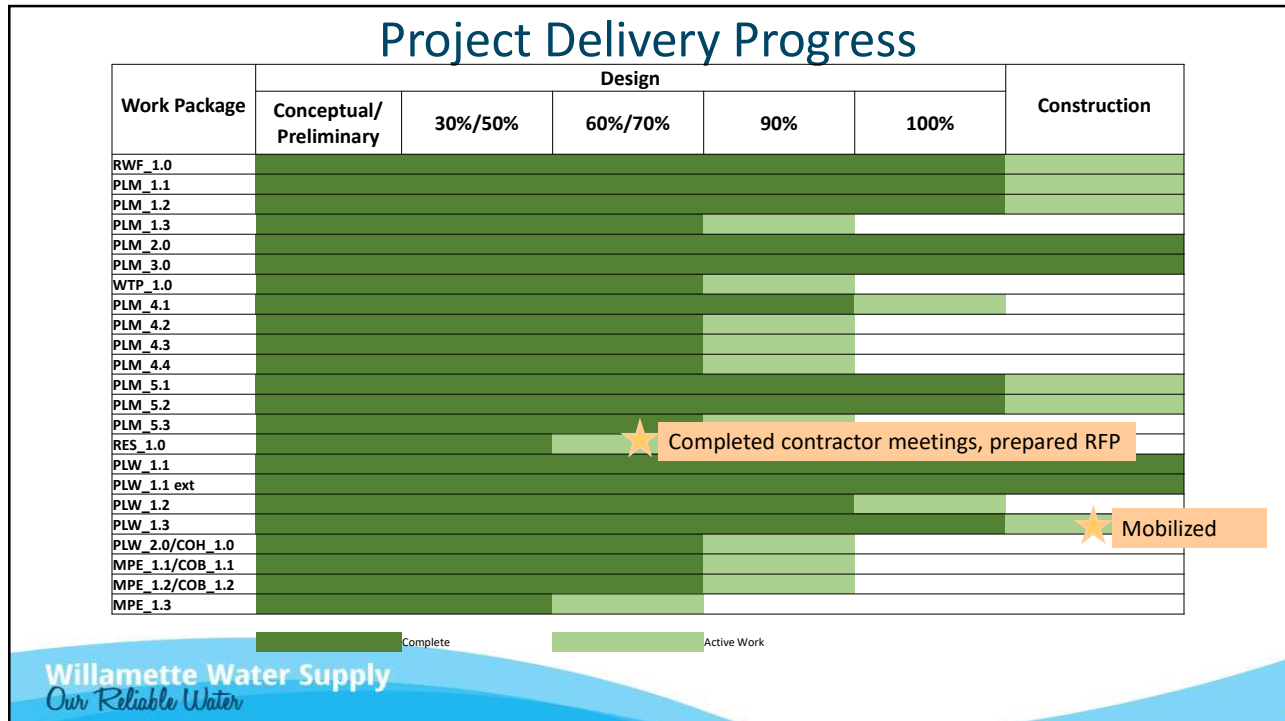
# Local Contract Review Board Rule Exemption

Title	WWSS Management Committee Approval	WWSS Board Informational Item	WWSS Board Consider Approval
Findings for the Use of Alternative Contracting Methods for Construction of a Phase of MPE_1.2/COB_1.2	7/23/2020	8/6/2020	10/1/2020
Findings for the Use of Alternative Contracting Methods for Construction of PLW_2.0	9/17/2020	10/1/2020	11/5/2020

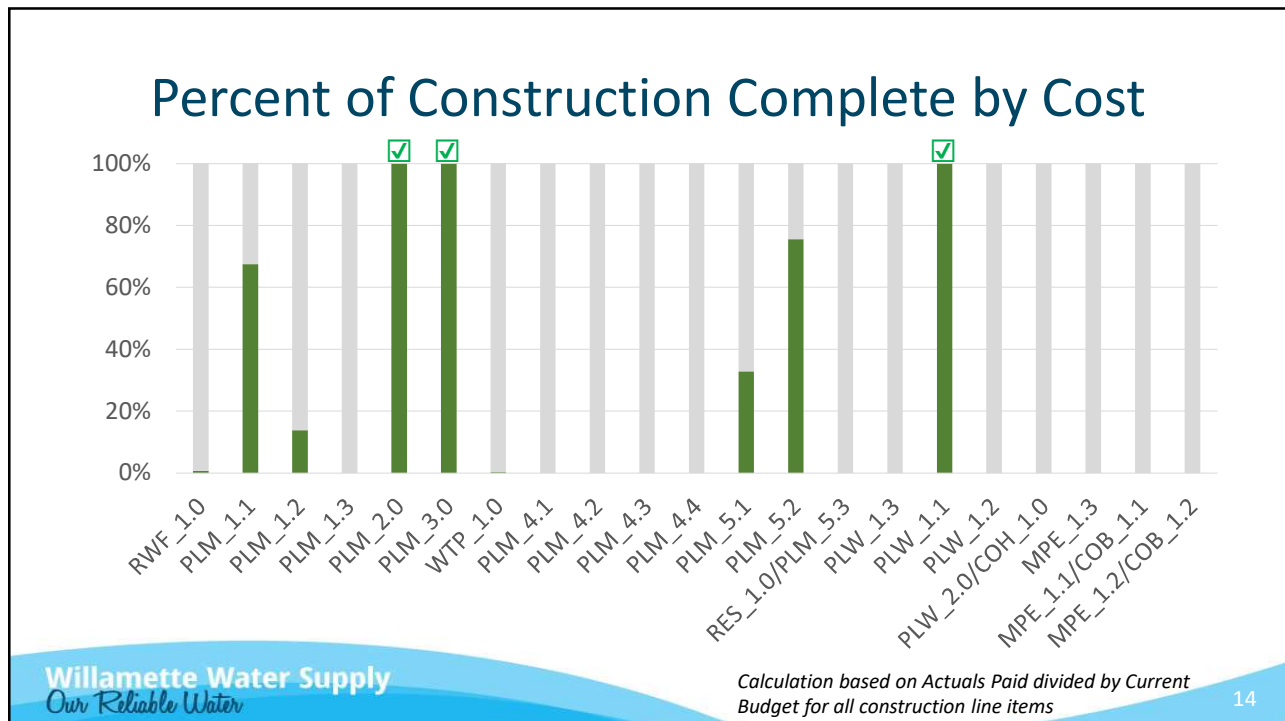
11

## UPDATE ON WWSP ACTIVITIES

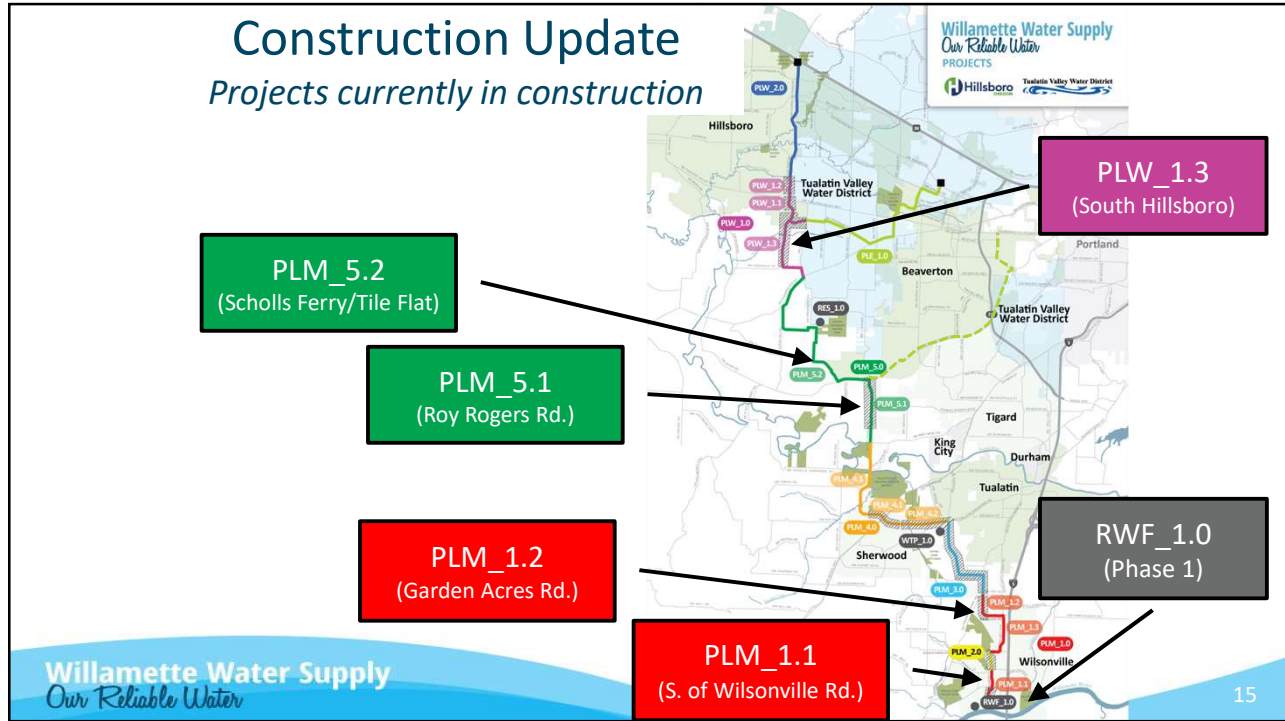
12



13



14



15

## RWF\_1.0

Contractor: Kiewit Infrastructure West Co.  
Designer: Black & Veatch

Current and Planned Activities:

- Completed mobilization and setup of field trailers, truck scales, temporary utilities, boundary fencing, EC BMPs
- Complete tree clearing and lower site clear and grub
- Complete upper site mass excavation and screen berms
- Complete potholing and utilities investigation in pipeline and temporary road areas
- Continue with critical submittals, including bank stabilization and auger cast piles
- Begin construction of lower site access road

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## Construction Photos – RWF\_1.0

Upper Site mass excavation and screen berms, looking south



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## Construction Photos – RWF\_1.0

Lower Site tree removal and clear & grub, looking SW



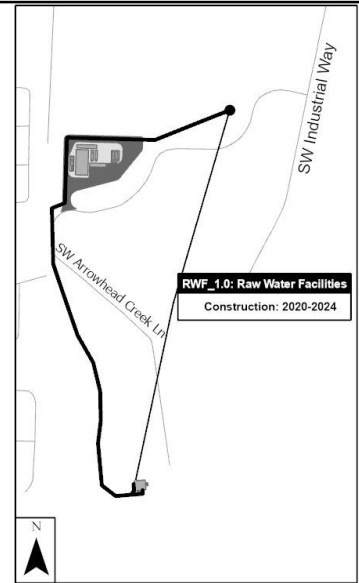
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## RWF\_1.0 Notable Topics

- External Coordination
  - Coord w/Wilsonville GAC Replacement Project
  - Coord w/PLM\_1.1 Industrial Way Road Crossing
  - Coordination with nearby neighbors & public
- Potential Claims
  - None
- Delivery Challenges
  - None

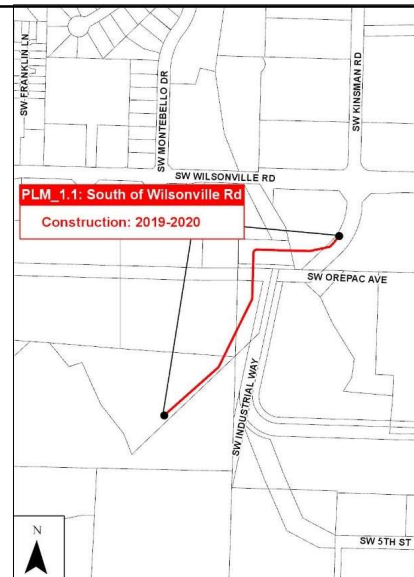


## PLM\_1.1

Contractor: James W. Fowler Co.  
Designer: HDR

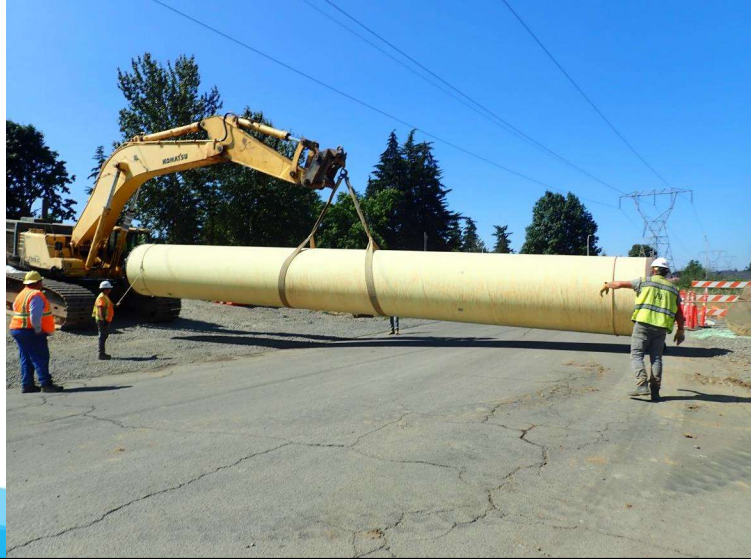
### Current and Planned Activities:

- Cofferdam and bypass line installed in Coffee Lake Creek
- Crossing under existing 30" sewer
- Installing 66" pipe through Coffee Lake Creek and Industrial Way
- BPA line watchman on-site while working below high voltage BPA power lines. Flaggers and traffic controls in Industrial Way
- Undercrossing of Wilsonville 63" waterline upcoming



## Construction Photos – PLM\_1.1

Pipe mark MK10 crossing  
Industrial Way and below BPA  
power lines



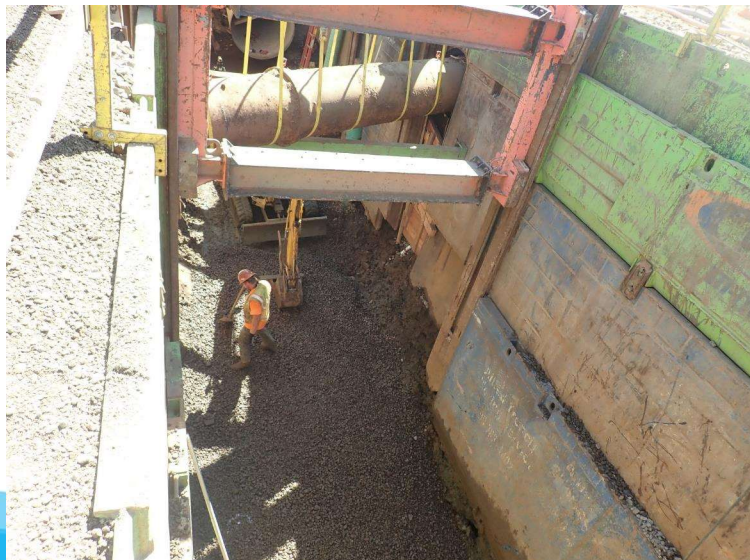
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## Construction Photos – PLM\_1.1

Shoring and subbase work for  
66" waterline under 30" sewer  
line



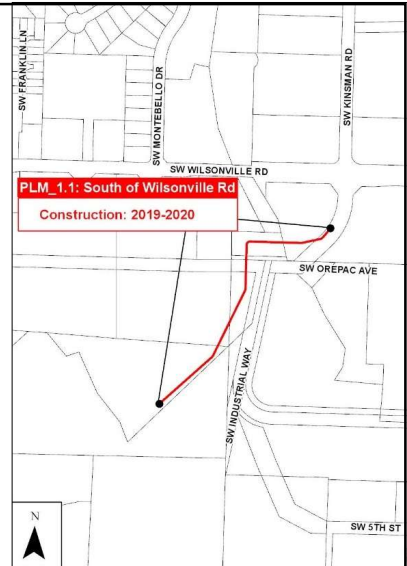
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# PLM\_1.1 Notable Topics

- External Coordination
  - Upcoming coordination with City of Wilsonville for roadway re-paving of Kinsman Rd
  - Continued traffic coordination with RWF\_1.0 upper site mass excavation haul-off.
- Potential Claims
  - None
- Delivery Challenges
  - Large boulders



# PLM\_1.2

Partner: City of Wilsonville  
 Contractor: Moore Excavation Inc.  
 Designer: HDR

### Current and Planned Activities:

- Continued open cut pipe installation; 1200 LF of WWSP pipe installed to date
- Began and completed steel casing for trenchless crossing of Day Rd.
- Contact grouting, carrier pipe and annular space grouting planned for August
- Continued settlement monitoring for tunnel





## Construction Photos – PLM\_1.2

Waterline installation on Garden Acres Rd.



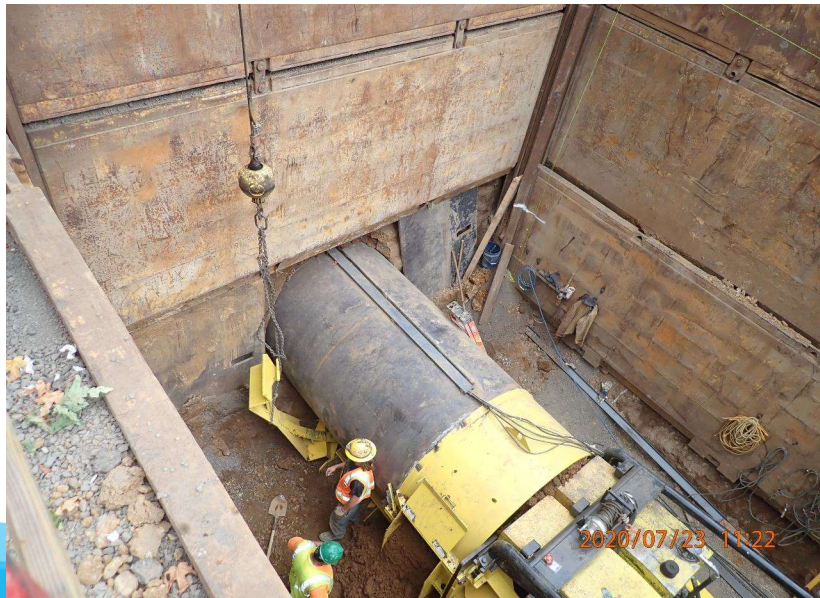
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## Construction Photos – PLM\_1.2

Installation of 80-in steel casing for Day Rd. trenchless crossing



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## PLM\_1.2 Notable Topics

- Partner Coordination
  - Ongoing coordination with City of Wilsonville
- Potential Claims
  - None
- Delivery Challenges
  - None

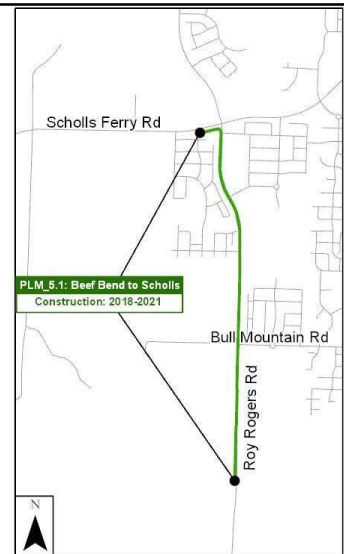


## PLM\_5.1

Partner: Washington Co.  
 Contractor: Tapani, Inc.  
 (Moore Excavation Inc. – Waterline Sub)  
 Designer: Jacobs

### Current and Planned Activities:

- Open cut pipe installation at corner of Roy Rogers Rd / Scholls Ferry Rd.
- Total of 2200 LF of 66" waterline now completed
- Upcoming installation includes 66" x 48" tee for MPE turnout



## Construction Photos – PLM\_5.1

Continued installation of cathodic protection systems along Roy Rogers Rd.



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## Construction Photos – PLM\_5.1

Installation and setting of final line and grade for 66-in pipe at Sta. 802+73

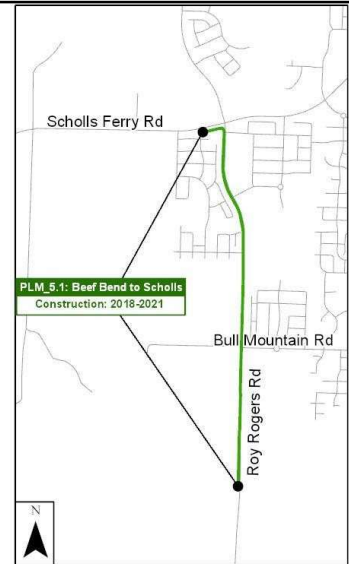


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## PLM\_5.1 Notable Topics

- Partner Coordination
  - Developer relocation of utilities ongoing on Roy Rogers Rd.
- Potential Claims
  - Rock excavation expected to exceed contract allowance of 1,000 CY
- Delivery Challenges
  - None



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## PLM\_5.2

Contractor: Emery & Sons  
Designer: Jacobs

### Current and Planned Activities:

- Completed pipeline cleaning and final inspection
- Filled pipeline with water for Hydrostatic Testing
- Completed work on CAV assemblies
- Continue Cathodic Protection and Locate Station installations
- Continue property restoration



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## Construction Photos – PLM\_5.2

Pipe interior final inspection



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## Construction Photos – PLM\_5.2

Site restoration (hydroseeding)



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## PLM\_5.2 Notable Topics

- External Coordination
  - Coordinating for water use with City of Beaverton for testing and disinfection
- Potential Claims
  - None
- Delivery Challenges
  - None



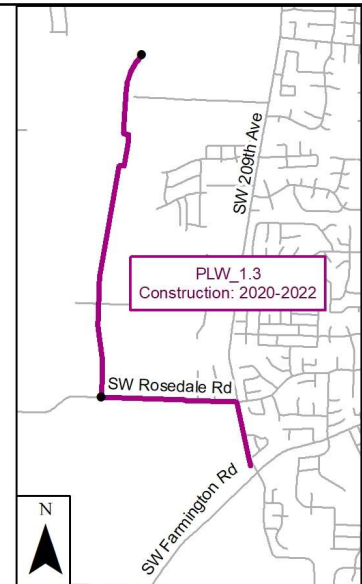
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## PLW\_1.3

Contractor: Tapani, Inc.  
Designer: Kennedy/Jenks

### Current and Planned Activities:

- Notice to Proceed issued on August 6<sup>th</sup>
- Mobilization, clearing and grubbing, and building of staging area started on August 10<sup>th</sup>



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## Construction Photos – PLW\_1.3

Clearing Staging Area



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## Construction Photos – PLW\_1.3

Building geotextile and aggregate base on Staging Area



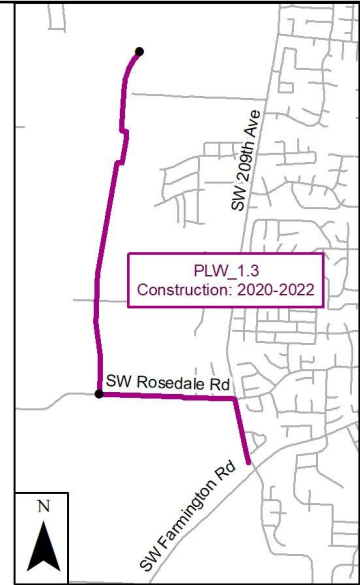
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## PLW\_1.3 Notable Topics

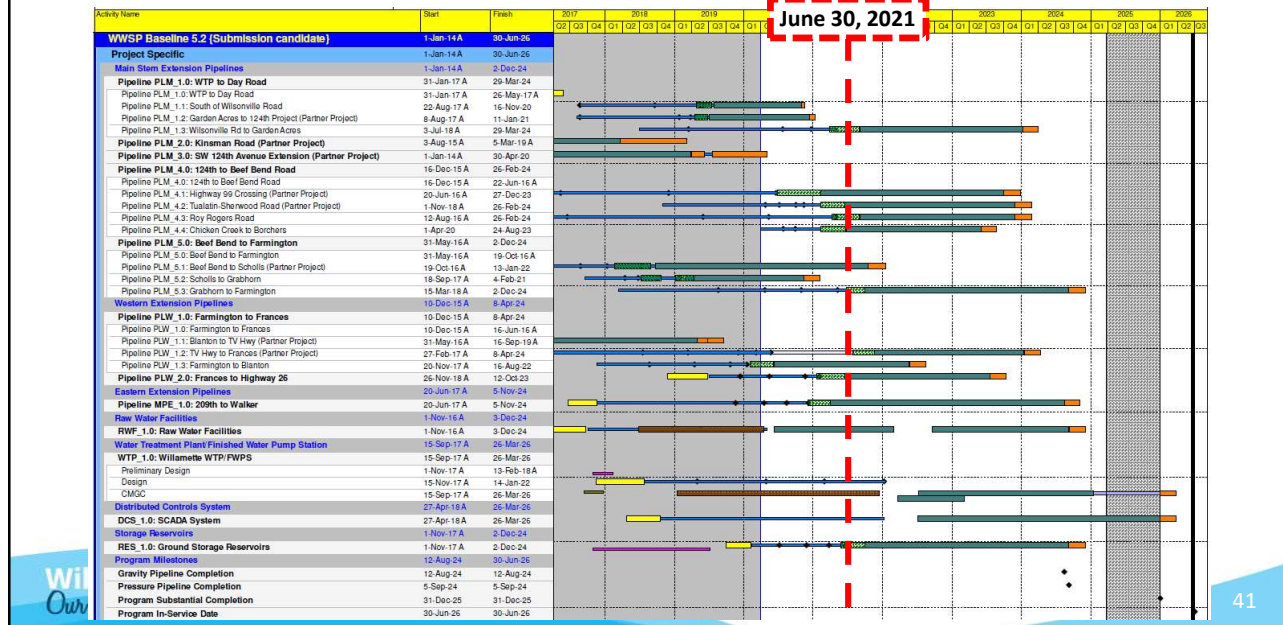
- External Coordination
  - Continued coordination with Reeds Crossing and Butternut Creek Developments
- Potential Claims
  - None
- Delivery Challenges
  - None



## WWSP SUPPORT OF THE 2021 NOTIFICATION



# WWSP is complex – certainty will increase with time



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## WWSP began looking at this issue in 2017

- In response to a request from the WWSP Executive Committee
- Identified and began tracking various risk categories that had some relationship to the 2021 notification
  - Raw Water Facilities design and construction
  - Water Treatment Plant design
  - Land Use process
  - Governance and intergovernmental agreements
  - Other
- Began providing quarterly updates on September 2017

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## Here are the Categories and WWSP Readiness Expected by June 2021

WTP_1.0	RWF_1.0	Land Use Approvals	Agreements
<ul style="list-style-type: none"> <li>• Land use approved</li> <li>• Permit modification approved</li> <li>• 90% design complete</li> </ul>	<ul style="list-style-type: none"> <li>• Intake screens replaced</li> <li>• Seismic improvement construction underway</li> <li>• Pipeline construction underway</li> </ul>	<ul style="list-style-type: none"> <li>• All land use applications submitted</li> <li>• Weigh impact of appeals (if any)</li> </ul>	<ul style="list-style-type: none"> <li>• Key agreements in place</li> <li>• Collaborating with partners to meet terms of agreements (schedule, cost)</li> </ul>

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## Summary of September 2020 Update

- WWSP is currently projecting on-time completion of the critical items
- WWSP will continue to coordinate with other TVWD activities related to the 2021 notification
- WWSP will continue to manage and report to the TVWD Board on these critical items each month

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**QUESTIONS**

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**Customer Information System (CIS) Project Update**

*September 1, 2020*

**Andrew Carlstrom**  
Customer Service Manager

**Tualatin Valley Water District**  
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### CIS Project Update Summary

- **Vendor contract negotiations are underway**
- **Final contract overview to be provided at September 16 Board Meeting**
- **Vendor will start pre-configuration tasks after contract executed**
- **TVWD and CWS are preparing for the CIS implementation**

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### CIS Project Review

- **Purpose: Replace TVWD's aging, customized utility billing system with a new commercial, off-the-shelf Customer Information System (CIS)**
  - Partnership between TVWD and Clean Water Services
- **Three phases, three agreements**
  - Selection, implementation, ongoing operations
- **Key ingredients**
  - Strong partnership
  - Organizational support
  - Project oversight
  - **Commitment to configuration, not customization**
  - Strong staff engagement
  - External expertise, including project management and other services

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### CIS Key Project Objectives

1. Address current and projected business needs
2. Provide improved system reliability
3. Increase customer satisfaction
4. Improve supportability through:
  - ✓ Minimizing (goal is zero) new system customization
  - ✓ Regular, vendor-provided technology updates
  - ✓ Complete legacy platform retirement
5. Provide greater integration with key business systems
6. Manage risk through:
  - ✓ Better controls
  - ✓ Data management, including customer information
  - ✓ Vendor support
7. Provide a sustainable, predictable support cost model

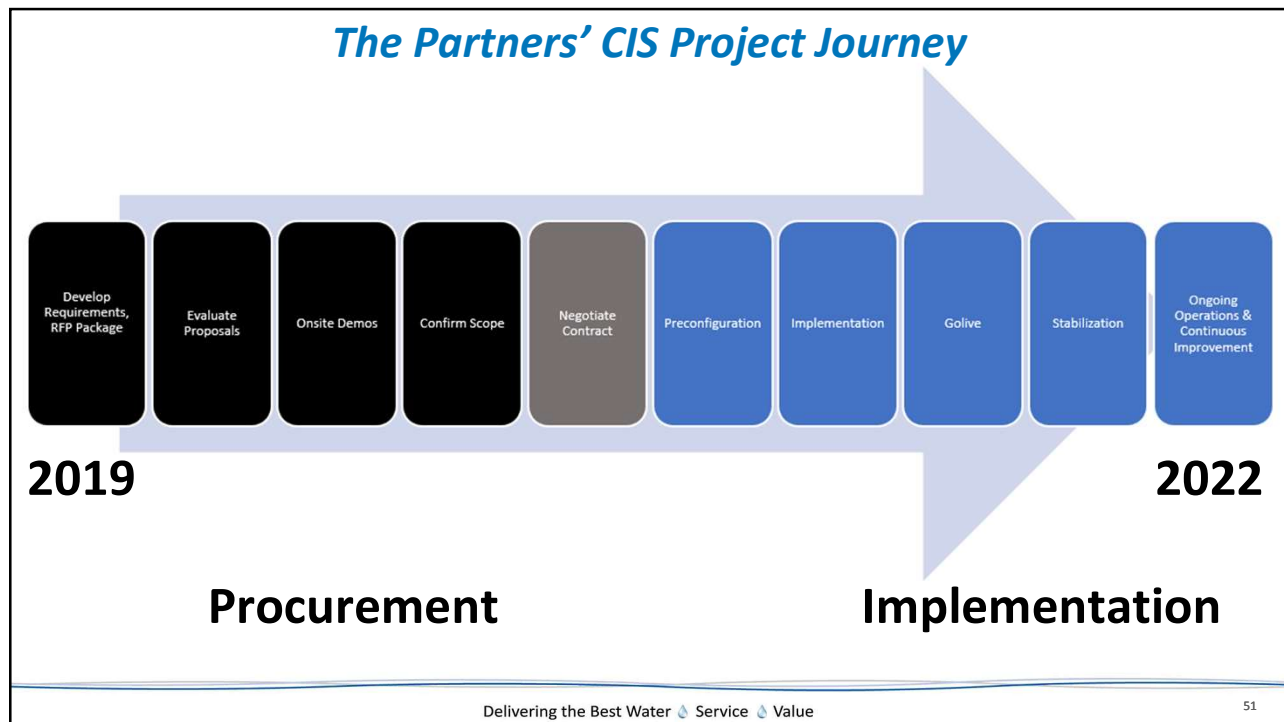


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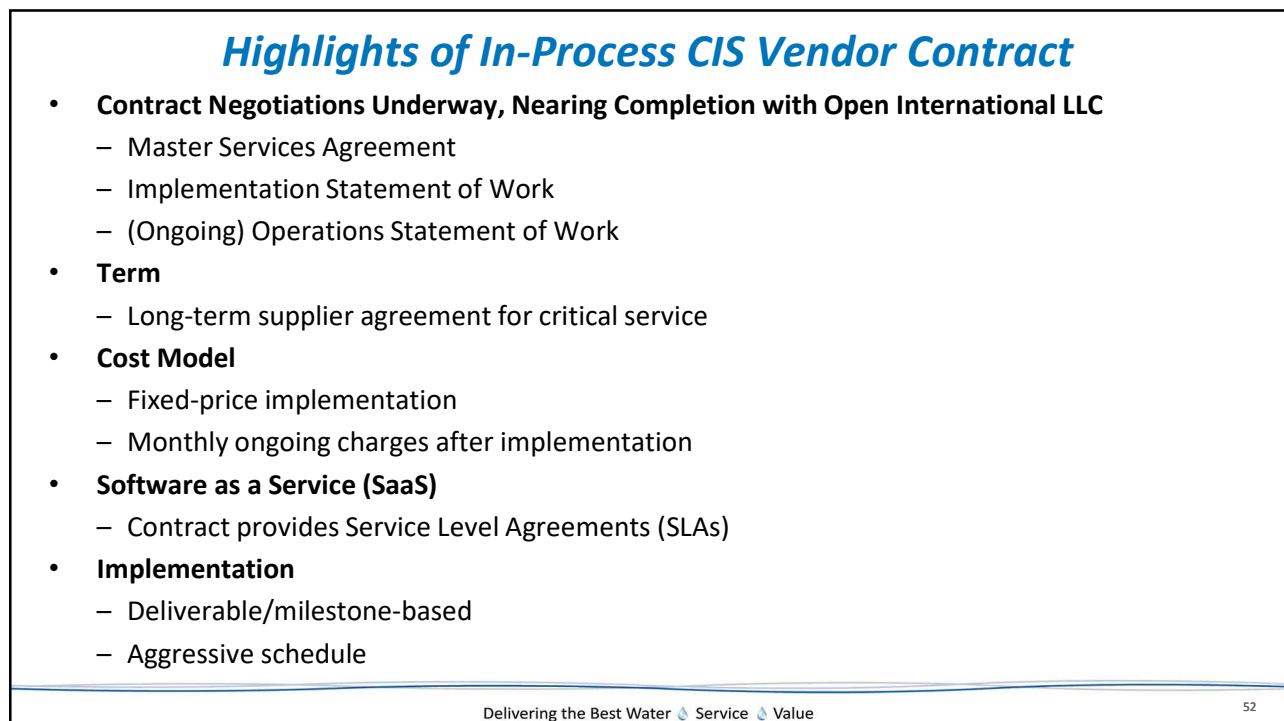
### Scope, Schedule, Budget

- **CIS Scope: The Essentials**
  - Solution includes: CIS, batch processing, customer self service portal
- **Multi-Year Project**
  - Implementation to start once CIS vendor selected, contract negotiated
  - Implementation: 18 – 20 months, including post-go-live stabilization
  - Implementation projected to begin fall 2020
- **Total Project Budget: \$9.51 Million**
  - External costs: Software, hardware, professional services
  - Project labor costs
  - Contingency (10%)
- **Qualified Project Expenses to Date**
  - CWS and TVWD have shared these expenses evenly per IGA

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## *Next Steps*

- **Finish Contracting Process**
  - For implementation, ongoing operations
  - Determine implementation start date
- **Implementation Preparation**
  - Preconfiguration (Open)
  - Resourcing (Partners)
- **Next Report to Board**
  - September 16
  - Contract overview
  - Implementation preview
  - Partnership cost sharing

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# Questions?

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## Tualatin Valley Water District



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**To:** Board of Commissioners

**From:** Carrie Pak, PE, Chief Engineer

**Date:** September 16, 2020

**Subject:** Intergovernmental Agreement Between Tualatin Valley Water District and the City of Portland for Water Main Transfer (Bradley Corner Water System Facilities)

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### **Requested Board Action:**

Consider adopting a resolution approving an Intergovernmental Agreement Between Tualatin Valley Water District (District) and the City of Portland (City) for Water Main Transfer (Bradley Corner Water System Facilities).

### **Key Concepts:**

- The Intergovernmental Agreement (IGA) authorizes the transfer and sale of a 24-inch water main from the City to District (Water Main Transfer). The water main is located in SW Oleson Road between its connection to the City-owned main at the present City boundary near SW 64<sup>th</sup> Ave and its terminus near SW Hall Boulevard, an area also known as Bradley Corner.
- The water main is approximately 7,000 feet of water pipe along SW Oleson Road and approximately 2,700 feet in SW Garden Home Road and Multnomah Boulevard. The water main was constructed in 1973 to ensure that future requirements for water delivery to the Bradley Corner area were met.
- On April 24, 1974, City assumed ownership of this water main for a total amount of ten dollars (\$10.00). This IGA transfers ownership of the water main AS IS for this same amount.
- The District plans to integrate the transferred water main into its plan to receive the Willamette Water Supply System in 2026. Using this pipe for emergency supply is being evaluated for future conditions and will require separate agreements.

### **Background:**

In 1973, Metzger Water District constructed approximately 7,000 feet of a 24-inch ductile iron water pipeline from the terminus of the City of Portland's water main facilities on SW Oleson Road. This project was undertaken by the Metzger Water District to ensure adequate water supply for the future needs of Metzger and for the Washington Square Shopping Center. Along with the Metzger Water District, Wimnar Corporation (for Washington Square Shopping Center), the City of Beaverton, and the Tigard Water District partnered to fund \$175,000 to complete this project.

Upon completion of the project, the water main was transferred to the City of Portland who has owned and operated the system.

Intergovernmental Agreement Between Tualatin Valley Water District and City of Portland for Water Main Transfer

Even though the City of Beaverton (Beaverton) participated in the construction of the water main, Beaverton never developed a physical connections to the water main but has maintained a level of interest. The City of Tigard received water supply from the City of Portland until 2016 when its agreement with Portland expired. Tigard, however, continues to maintain physical connection at the Bradley Corner location and has been paying Portland a small monthly fee for this connection for use as an emergency supply. The Water System Facilities obtained through this transaction will enable the emergency intertie agreement between TVWD, Beaverton and Tigard that was the subject of Board action last month.

Through the Willamette Water Supply Program, the District is constructing a major supply transmission line, known as Metzger Pipeline East (MPE). When completed, MPE will supply the entire Metzger area. The current project plan includes using the 24-inch water main transferred from the City of Portland to deliver water to the Garden Home Reservoir. By using this line to convey water from the Willamette Water Supply System, the District will be able to reduce water age within the northern portion of the Metzger service area.

Current City customers that receive water from the system will become wheeled customers pursuant to the existing Regional Water Service Agreement (RWSA) until that agreement expires. Prior to the expiration of the RWSA, the City and the District intend to enter into a new agreement to continue service to these and other Portland customers within Portland's Urban Growth Boundary.

**Budget Impact:**

The cost to transfer is \$10.00. District has sufficient funds for this expenditure. The District's budget also has sufficient funds for the operation and maintenance of the water main.

**Staff Contact Information:**




Carrie Pak, PE; Chief Engineer; 503-848-3045; [carrie.pak@tvwd.org](mailto:carrie.pak@tvwd.org)

**Attachments:**

Proposed Resolution

Exhibit A: Intergovernmental Agreement

**Management Staff Initials:**

Chief Executive Officer		Customer Service Manager	N/A
Chief Engineer		IT Services Director	N/A
Chief Financial Officer		Human Resources Director	N/A
General Counsel		Water Supply Program Director	N/A

**Tualatin Valley Water District**



Delivering the Best Water Service Value

**RESOLUTION NO. 13-20**

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN TUALATIN VALLEY WATER DISTRICT AND THE CITY OF PORTLAND FOR WATER MAIN TRANSFER (BRADLEY CORNER WATER SYSTEM FACILITIES)

WHEREAS, in 1973 Metzger Water District, predecessor of Tualatin Valley Water District, constructed a twenty four inch water main and other appurtenances (Water System Facilities) to connect to the City of Portland's (City) water system and by Agreement with the City transferred the constructed facilities to the City in 1974; and

WHEREAS, the constructed Water System Facilities commence at a point in Multnomah Boulevard near SW 64<sup>th</sup> Avenue and continues westerly along Garden Home Road and then southerly along SW Oleson Road to its terminus at the intersection of Southwest Greenburg Road, Oleson Road and Hall Boulevard, commonly known as Bradley Corner; and

WHEREAS, the District wishes to acquire these Water System Facilities to serve Metzger service area customers so long as the District receives water from the City under the Regional Water Sales Agreement and then use these facilities to supply the Metzger area when the Willamette Water Supply System is delivering water in or after 2026; and

WHEREAS, the City is willing to transfer the Water System Facilities to District and to that end the Parties have negotiated the Intergovernmental Agreement Between Tualatin Valley Water District and the City of Portland for Water Main Transfer (Agreement), attached hereto as Exhibit 1 and incorporated by reference; and

WHEREAS, pursuant to Oregon Revised Statutes 190.003 to 190.130, the Parties desire to enter into the Agreement, and being advised.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TUALATIN VALLEY WATER DISTRICT THAT:

Section 1: The Intergovernmental Agreement Between Tualatin Valley Water District and City of Portland For Water Main Transfer, attached hereto as Exhibit 1 and incorporated by reference, is hereby approved.

Section 2: The Chief Executive Officer is authorized to execute this Agreement.

Section 3: The Board authorizes the Chief Executive Officer to execute an amended version of the contract so long as the final executed version is substantially the same as that set forth on Exhibit 1 and the General Counsel has approved.

Approved and adopted at a regular meeting held on the 16th day of September, 2020.

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Bernice Bagnall, President

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Todd Sanders, Secretary



Amanda Fritz, Commissioner  
Gabriel Solmer, Director  
1120 SW Fifth Avenue, Room 405  
Portland, Oregon 97204-1926  
Information: 503-823-7404  
[www.portlandoregon.gov/water](http://www.portlandoregon.gov/water)



**INTERGOVERNMENTAL AGREEMENT**

CITY OF PORTLAND INTERGOVERNMENTAL AGREEMENT NO.: \_\_\_\_\_

Project Name: Water Main Transfer

This Intergovernmental Agreement (“IGA”) is entered into by and between the City of Portland, Oregon (“City”), acting by and through its Water Bureau (“PWB”) and the Tualatin Valley Water District (“TVWD”), a domestic water supply water district organized under ORS Chapter 264. This IGA is authorized pursuant to ORS 190.010 and becomes effective upon full execution of this document. This Intergovernmental Agreement (“IGA”) is effective upon the day of its last signature. The City and TVWD are also referred to as Party or Parties.

**RECITALS**

- A. The purpose of this IGA is to authorize the transfer and sale of a 24-inch water main (“the water main”) from the City to TVWD. The water main is located in SW Oleson Road between its connection to the City-owned main at the present City boundary, and its terminus at Metzger service connection located near SW Hall Boulevard. The location of the water main is depicted in Exhibit 1 to this IGA.
- B. Whereas, the 24-inch water line and other water system appurtenances such as valves, meters, vaults, and the like (Water System Facilities) as depicted on Exhibit 1, attached to this IGA and incorporated by reference, have been used by the City to provide service to a small number of City customers and to provide wholesale water to TVWD and the City of Tigard under their respective Regional Water Sales Agreements; and
- C. The water main is ductile iron water pipeline from the terminus of the City’s water facilities on SW Oleson Road, a distance of approximately 7,000 lineal feet southwesterly along SW Oleson Road to the intersection known as Bradley Corner and 2,700 feet in SW Garden Home Road and Multnomah Boulevard. The total distance is approximately 9,700 lineal feet. The water main was constructed to ensure that future requirements for water delivery would be met.
- D. On April 24, 1974, City Ordinance Number 138106 , accepted transfer of the water main from the Metzger Water District to the City for ten dollars (\$10.00). Since the asset transfer, Metzger Water District was merged into TVWD and TVWD is the successor in interest by operation of law.
- E. The Water System Facilities are such that use for service to City customers alone is not economic and efficient and may result in water quality issues. The City no longer requires the 24-inch water main, and the transfer of water main to TVWD also includes the transfer of the maintenance responsibility to TVWD.

- F. TVWD plans to use the pipeline for the benefit of the region. The water quality will improve for the remaining customers left on this pipeline if TVWD assumes ownership and responsibility for the water main because TVWD will be able to draw more water usage, thereby reducing the age of the water for customers who are on this pipeline. In addition, the transfer of the water main will reduce the age of the water in the Garden Home reservoir. Transfer of the water main will eliminate potential confusion regarding the responsibility for fire hydrants in the area around SW Oleson and SW Garden Road and could provide TVWD with an emergency water supply into the Metzger service area.
  
- G. The City and TVWD are entering into a formal agreement in the not-to-exceed amount of \$10.00 to transfer the water main from the City to TVWD, effective September 30, 2020. Per Portland City Code 5.33.060, the Director of the Water Bureau has the authority to award, execute, amend, and terminate IGAs whenever the IGA amount is less than \$50,000.00.

**NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:**

**1. Terms of the Transfer of the Water Main**

- A. TVWD will purchase the water main from the City for the not-to-exceed amount of ten dollars (\$10.00).
  
- B. Upon the effective date of this IGA, responsibility for the water main will transfer to TVWD.
  
- C. TVWD hereby accepts the Water System Facilities AS IS/WHERE IS, and they shall be solely owned, operated and maintained by TVWD. Upon the effective date of this IGA, TVWD will assume any and all legal obligations the City of Portland has to the City of Beaverton and Tigard Water District related to their use of the water main.
  
- D. Emergency Connection. On or before July 1, 2026, TVWD, at its sole cost and expense, shall construct a vault, valves and other items as the City and District mutually agree, approximately located at Station 77+74.69 (Connection). The Connection is intended to be capable of conveying water in each direction to the extent feasible. TVWD shall consult with the City when designing the Connection. City shall approve TVWD's design of the Connection, which shall be constructed to TVWD standards. TVWD shall provide reasonable notice to City during construction for City inspection oversight. TVWD will install a SCADA information system to be used when emergency supply is activated to provide real time information when in use to City and TVWD. The Parties may enter into a mutual emergency supply and mutual aid agreement for their joint benefit as identified in Section F below.
  
- E. Wheeling Water to City Customers. The City serves water from the Water System Facilities to its customers as depicted on Exhibit 2, attached hereto and incorporated by reference. Upon transfer of the water main to TVWD pursuant to this Agreement, the City will have certain customers on wheeled water under the provision of the Regional Water Sales Agreement (RWSA) until that agreement expires. At or prior to expiration of the RWSA, the City and TVWD intend to enter into an intergovernmental agreement to continue to serve the handful of customers that will receive water from TVWD who are within the City's Urban Growth Boundary.

- 1) City Water to City Customers. Services to the City Customers identified in Exhibit 2 will remain unchanged until the completion of Emergency Connection noted above.
  - 2) TVWD Water to City Customers. Prior to termination of the Regional Water Sales Agreement, the City and TVWD shall negotiate a water supply agreement for all Portland customers served by TVWD, including City Customers identified in Exhibit 2 and customers in the northeast part of TVWD service area.
- F. Emergency Supply.** Upon termination of the Regional Water Sales Agreement, the City and TVWD may enter into a separate emergency water supply agreement so that each can provide mutual aid to the other during times of shortage, disruption of facilities or planned shutdown of facilities to the extent feasible.
- G. Existing Agreements.** City and TVWD (as successor to Metzger Water District), entered into an Agreement dated March 12, 1973, along with the WinMar Company, Inc., Tigard Water District, and the City of Beaverton regarding construction of the Water System Facilities. Metzger Water District and the City of Beaverton entered into an additional agreement dated April 25, 1973, regarding Beaverton's ability to access the Water System Facilities under certain conditions. TVWD, as successor to Metzger, agrees to honor the existing agreements, facilitate interties with Tigard and Beaverton and hold City harmless from any City obligations thereunder.
- H. Responsibility for City Customers.** The City will be responsible for operation, maintenance, repair and replacement of the City distribution facilities that connect to the Water System Facilities and for billing and customer service. In performance of City duties on the City distribution system, no work is to be performed on the Water System Facilities without the written consent of TVWD.

## **2. TERM**

This IGA shall be effective upon execution by all parties and will continue indefinitely, unless terminated earlier. The transfer of the water main shall be effective on September 30, 2020,

## **3. BILLING PROCEDURES**

- A.** TVWD shall pay a total not to exceed amount of \$10.00 (Ten Dollars) to the City for the purchase and transfer of the water main.
- B.** The City will provide an invoice to TVWD to initiate payment within 30 days of asset transfer, which is September 30, 2020.
- C.** TVWD shall fully cooperate with a City Audit of the records at any time upon reasonable notice.

## **4. NOTICES**

Unless otherwise stated in this Agreement, the designees named below shall be the contact for all activities relating to the work/services to be performed under this Agreement.

**City of Portland Water Bureau**  
Cecelia Huynh, Finance Director  
Portland Water Bureau  
1120 SW 5th Avenue, #450  
Portland, OR 97204  
[Cecelia.Huynh@portlandoregon.gov](mailto:Cecelia.Huynh@portlandoregon.gov)  
(503) 823-7417

**Tualatin Valley Water District**  
Tom Hickmann, Chief Executive Officer  
Administrator  
1850 SW 170th Avenue  
Beaverton, OR 97003  
[Tom.Hickmann@tvwd.org](mailto:Tom.Hickmann@tvwd.org)  
(503) 848-3000

**5. TERMINATION**

The provisions of this Agreement related to transfer of the Water System Facilities shall be final on the Effective Date. The provisions of this Agreement for wheeling water by TVWD to City customers may be terminated by the City if the City chooses to serve its customers through other parts of the City's water service. City shall provide not less than 180 days written notice of intent to provide service by other means and set a termination date.

**6. NON-DISCRIMINATION**

In carrying out activities under this Agreement, neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, age handicap, familial status or national origin. Either party shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**7. ACCESS TO RECORDS**

Both parties and their duly authorized representatives shall have reasonable access to the books, documents, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript.

**8. INDEMNIFICATION**

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, TVWD shall indemnify, defend and hold harmless the CITY from and against all liability, loss and costs arising out of or resulting from the negligent or intentionally wrongful acts of TVWD, its officers, employees and agents in the performance of this Agreement.

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300) the City shall indemnify, defend, and hold harmless the TVWD from and against all liability, loss, and costs arising out of or resulting from the negligent or intentionally wrongful acts of City, its officers, employees, and agents in the performance of this Agreement.

**9. INSURANCE**

TVWD is a domestic water supply district organized and operating under ORS Chapter 264 and is a local government under ORS 174.116 subject to the Oregon Tort Claims Act. TVWD will at all times carry insurance coverage through Special Districts Insurance Services unless it chooses under ORS 30.282 to self insure or elects as an agency of the State of Oregon to self-insure through the State Insurance Fund, administered by Risk Management Division, Department of Administrative Services. All TVWD personnel, officers and employees, acting within the scope of their employment are covered by ORS 30.270. TVWD is a subject employer under the Oregon Workers' Compensations law in compliance with ORS 656.017, and shall maintain workers' compensation insurance through the duration of this Agreement.

**10. DISPUTES**

The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Chief Executive Officer of the TVWD or their designee and the CITY of Portland Water Bureau Director or their designee for resolution.

**11. OREGON LAWS AND FORUM**

This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the CITY and TVWD arising under this contract or out of work performed under this contract shall occur, in the state courts, in the Multnomah County Court having jurisdiction thereof and if in the federal Courts, in the United States District Court for the State of Oregon.

**12. SEVERABILITY**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**13. COMPLIANCE WITH APPLICABLE LAW**

Both parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this IGA. Without limiting the generality of the foregoing, parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) Oregon's Public Records Act; (iv) the Americans with Disabilities Act of 1990 and ORS 659A.142; (v) all regulations and administrative rules established pursuant to the foregoing laws; (vi) Any applicable sections of ORS Chapter 279, and (vii) all other applicable requirements of Federal and State civil rights and rehabilitation statues, rules and regulations.

**14. FORCE MAJEURE**



Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**15. NO THIRD-PARTY BENEFICIARY**

The CITY and TVWD are the only parties to this Agreement and such are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**16. MERGER CLAUSE**

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing or signed by both parties. Such waiver, consent modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written not specified herein regarding this Agreement.

**17. AMENDMENTS**

The CITY and TVWD may amend this Agreement at any time only by written amendment executed by the CITY and TVWD. The Water Bureau Director is authorized to approve amendments for the CITY to this Agreement that do not increase the total agreement amount above 25% of the original Agreement amount. TVWD must submit a written request to the CITY's Project Manager prior to any amendments to the Agreement. Any amendment to the Agreement shall require the signature of both parties approving authorities.

**18. OWNERSHIP OF DOCUMENTS**

- A. The CITY and TVWD shall jointly own any and all data, documents, plans copyrights, specifications, working papers, and any other materials produced in connection with this Agreement.
- B. TVWD upon request by the CITY shall provide the CITY copies of the materials referred to above, including any electronic files containing the materials.

**21. SEVERABILITY/SURVIVAL**

If any of the provisions contained in this Agreement are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.

**22. CONFLICTS OF INTEREST**

No CITY or TVWD Officer or employee, during their tenure or for one year thereafter, shall have any interest, direct, or indirect, in this Agreement or the proceeds thereof.

**23. CONTRIBUTION**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which TVWD is jointly liable with the CITY (or would be if joined in the Third Party Claim ), TVWD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the CITY in such proportion as is appropriate to reflect the relative fault of on the one hand and of the TVWD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of on the one hand and of the CITY on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. TVWD contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

**24. COUNTERPARTS**

This Intergovernmental Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement. The parties agree the CITY and Agency may conduct this transaction, including any Agreement amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this Agreement in accordance to the STANDARD GRANT AGREEMENT PROVISIONS, the terms and conditions, made part of this Agreement by reference, and any Exhibits made part of this Agreement by reference.

**Tualatin Valley Water District**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Name: Tom Hickmann

Title: Chief Executive Officer

**Approved as to Form**

\_\_\_\_\_ Date: \_\_\_\_\_  
DISTRICT COUNSEL

**City of Portland Water Bureau:**

By: Gabriel Solmer Date: 9/2/2020  
Signature

Name: Gabriel Solmer

Title: Water Bureau Administrator

**Approved as to Form:**

By: Karen L. Moynahan Date: 09/01/2020  
Office of City Attorney

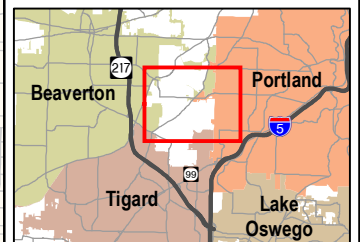
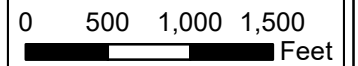
# Exhibit 1

## Legend

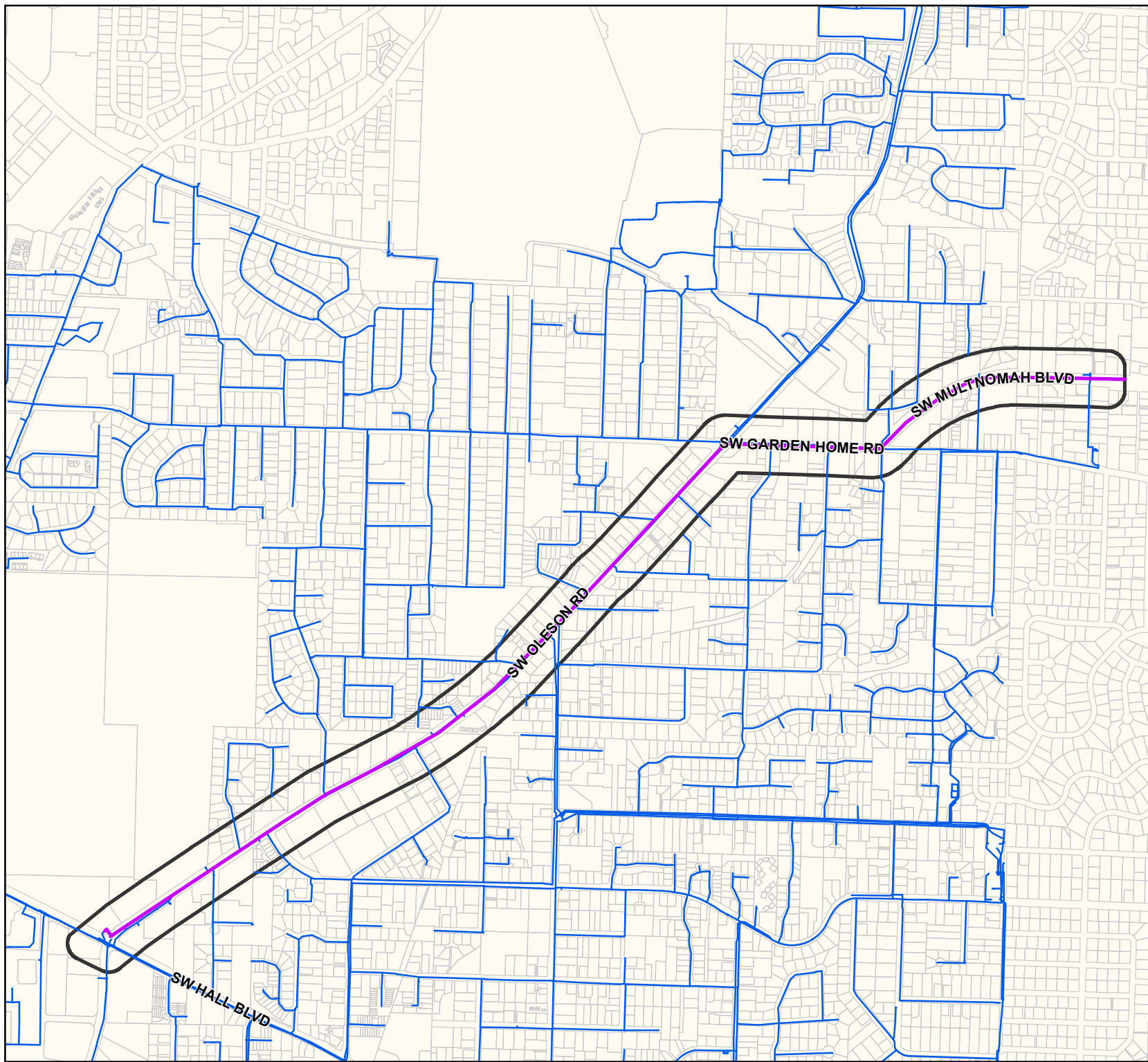
- TVWD Water Line
- PWB Water System Facilities\*
- Water System Facilities
- Tax Lot



\*For Display/Planning Purposes.










7/29/2020



# Exhibit 2

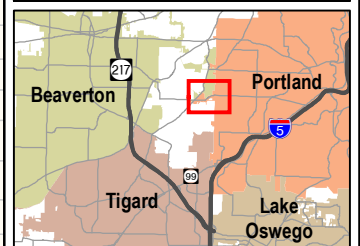
Wheeled Water Customers	Future Wholesale Customers
7420 SW GARDEN HOME RD	6702 SW MULTNOMAH BLVD
7620 SW OLESON RD	6501 SW MULTNOMAH BLVD
7576 SW OLESON RD	7560 SW OLESON RD
7525 SW OLESON RD	7472 SW GARDEN HOME RD
7659 SW 74TH AVE	7318 SW KELSI CT
7657 SW 74TH AVE	7330 SW KELSI CT
7555 SW 74TH AVE	7339 SW KELSI CT
7605 SW 74TH AVE	7327 SW KELSI CT
7611 SW 74TH AVE	7315 SW KELSI CT
7617 SW 74TH AVE	7301 SW KELSI CT
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7629 SW 74TH AVE	7306 SW KELSI CT
	7312 SW KELSI CT

## Legend

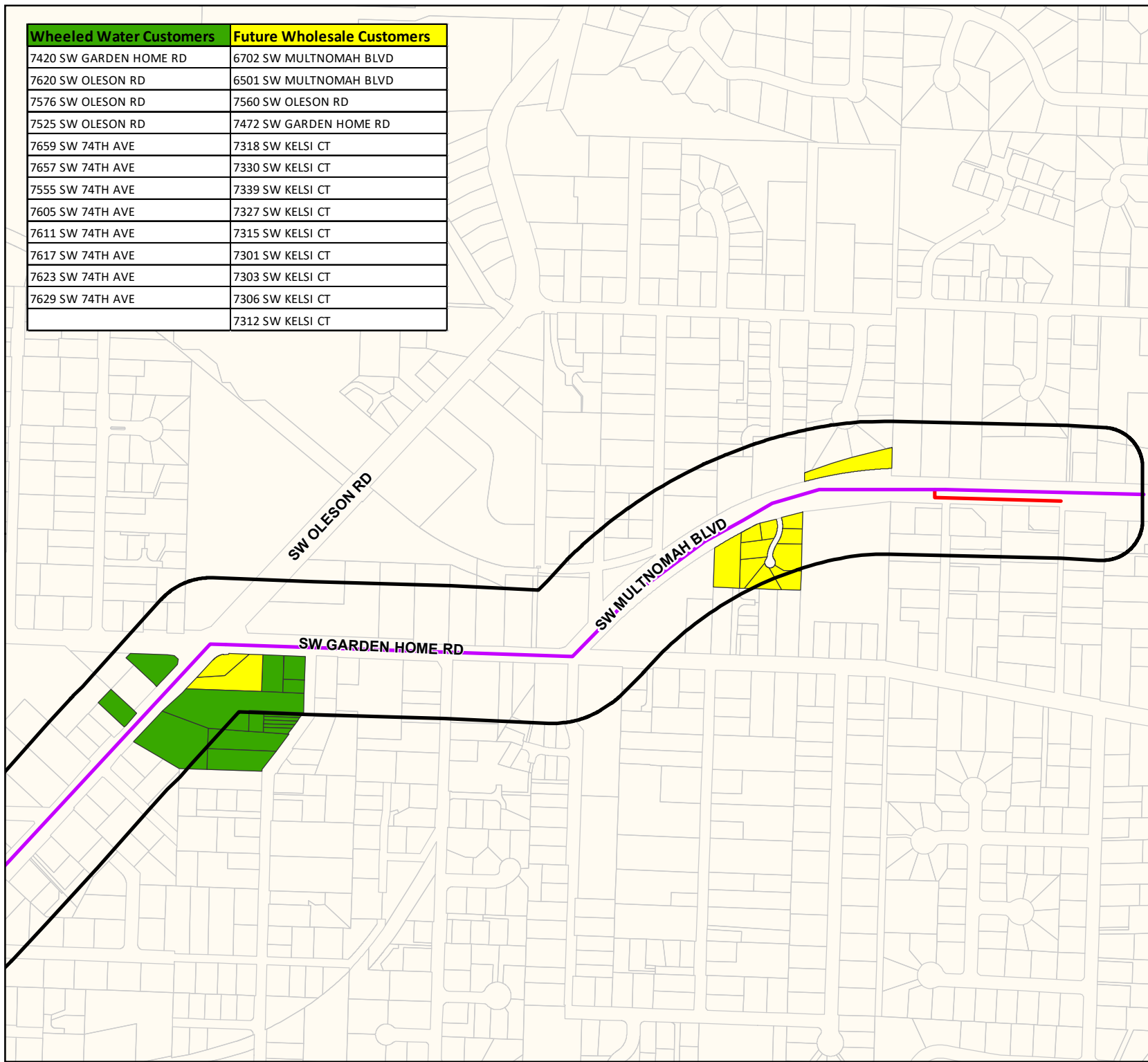
-  PWB Water Line\*
-  TVWD Water Line
-  Proposed 12" Line
-  Water System Facilities
-  Wheeled Customer
-  Future Wholesale Customer
-  Tax Lot



\*For Display/Planning Purposes.



8/26/2020



**Tualatin Valley Water District**



Delivering the Best Water 💧 Service 💧 Value

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## Tualatin Valley Water District



Delivering the Best Water 💧 Service 💧 Value

**To:** Board of Commissioners

**From:** Clark Balfour, General Counsel

**Date:** September 16, 2020

**Subject:** Postponement of Biennial Meeting with the Beaverton City Council

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### **Requested Board Action:**

Staff recommends that the Board of Commissioners approve a motion to postpone the biennial meeting with the Beaverton City Council to a mutually agreed date in calendar 2021.

### **Key Concepts:**

- The 2018 Agreement for Domestic Water Service provides that commencing in 2020 and biennially thereafter, the governing bodies would meet to discuss water issues.
- Respective staff have discussed the purpose and timing of meeting in calendar year 2020 and believe it would be better to delay this meeting to 2021, at a time and date to be agreed upon.
- Staff requests that the Board adopt the following motion, and the Beaverton Council will adopt something substantially similar:

Motion: "I move that the 2020 biennial meeting between the Beaverton City Council and the TVWD Board of Commissioners be rescheduled to a mutually agreeable time in calendar year 2021, and that the CEO is authorized to execute a confirming letter to the City."

### **Background:**

Section 6.4 of the Agreement for Domestic Water Service between Beaverton and TVWD provides that the governing bodies will meet biennially beginning in calendar year 2020 to discuss water issues. Respective Staff have discussed the water service issues and challenges from COVID-19 and recommend that the joint meeting be deferred to a mutually agreed time in calendar year 2021. The meeting is a requirement of the Agreement; therefore, TVWD's General Counsel and the City Attorney agree that a motion by each governing body, with the Mayor and CEO executing a confirming letter, is the simplest method to postpone. Staff requests that the Board adopt the sample motion above, and then the CEO will implement the postponement.

### **Budget Impact:**

None

### **Staff Contact Information:**

Clark Balfour; General Counsel; 503-848-3061; [clark.balfour@tvwd.org](mailto:clark.balfour@tvwd.org)

**Attachments:**

None

**Management Staff Initials:**

Chief Executive Officer	ARH	Customer Service Manager	N/A
Chief Engineer	CEP	IT Services Director	N/A
Chief Financial Officer	Pon	Human Resources Director	N/A
General Counsel	CB	Water Supply Program Director	N/A



**Tualatin Valley Water District**



Delivering the Best Water Service Value

**To:** Board of Commissioners  
**From:** Paul L. Matthews, Chief Financial Officer  
**Date:** September 16, 2020  
**Subject:** Update on the District’s Financial Performance

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**Key Concepts:**

- The COVID-19 crisis has significantly affected the local economy and our customers.
- The effect on the local economy has affected the District’s future revenue, collections and expenses.
- Staff will provide the Board of Commissioners and update on the District’s financial performance in light of the COVID-19 crisis.

**Background:**

The Board of Commissioners has requested that staff present information about how the current COVID-19 crisis is affecting the District’s financial performance and the District’s customers’ ability to pay their water bills. Staff is monitoring various metrics as indicators of impacts on future revenue, collections, and expenses.

Staff has developed reporting tools to monitor the impacts of COVID-19. Staff will present the status of the District’s financial situation using those tools.

**Budget Impact:**

None. The costs of preparing this information item are appropriated in District’s 2019-21 Biennial Budget; however, the findings from this briefing, and future briefings, may provide the Board information that it may use to modify the District’s current biennial budget.

**Staff Contact Information:**

Paul L. Matthews; Chief Financial Officer; 503-848-3017; [paul.matthews@tvwd.org](mailto:paul.matthews@tvwd.org)

**Attachments:**

None

**Management Staff Initials:**

Chief Executive Officer		Customer Service Manager	
Chief Engineer		IT Services Director	
Chief Financial Officer		Human Resources Director	
General Counsel		Water Supply Program Director	