

Willamette Water Supply System Commission

Board Meeting
Thursday, October 4, 2021
12:00 PM

Microsoft Teams Meeting

Willamette Water Supply System Commission

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**Willamette Water Supply System Commission
Board Meeting Agenda
Thursday, October 7, 2021 | 12:00 – 1:30 PM
Microsoft Teams Meeting**

If you wish to attend via conference call and need dial-in information, please contact annette.rehms@tvwd.org or call 971-222-5957 by 10:00 a.m. on October 7, 2021. If you wish to address the WWSS Board, please request the Public Comment Form and return it 48 hours prior to the day of the meeting. **All testimony is electronically recorded.**

REGULAR SESSION – 12:00 PM

CALL TO ORDER

1. GENERAL MANAGER'S REPORT – Dave Kraska

Brief presentation on current activities relative to the WWSS Commission

2. PUBLIC COMMENT

This time is set aside for persons wishing to address the Board on items on the Consent Agenda, as well as 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.

3. CONSENT AGENDA

These items are considered to be routine and may be approved in one motion without separate discussion. Any Board member 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 September 2, 2021, meeting minutes

4. BUSINESS AGENDA

- A. Adopt MPE_1.3 Resolution of Need – *Joelle Bennett*
- B. Adopt PLM_1.3 Supplemental Resolution of Need (third supplemental) – *Joelle Bennett*
- C. Adopt WCLUT Master Coordination IGA Amendment 1 – *Dave Kraska*

5. INFORMATION ITEMS

- A. Planned November Business Agenda Items – *Joelle Bennett*
- B. The next Board meeting is scheduled on November 4, 2021, via Microsoft Teams conference

6. COMMUNICATIONS AND NON-AGENDA ITEMS

- A. None scheduled

ADJOURNMENT

Willamette Water Supply System Commission

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GENERAL MANAGER'S REPORT

To: WWSS Board of Commissioners
From: David Kraska, P.E., WWSS General Manager
Date: October 7, 2021
Subject: Willamette Water Supply System General Manager's Report

This report provides an overview of current work efforts in the development of the Willamette Water Supply System (WWSS) under the direction of this Commission, beginning with a Safety Minute presentation.

- 1. Permitting and Communications Updates** – The WWSP permitting efforts remain very active. Attached to this General Manager's Report is a tabulation of the permits and approvals that were recently granted, and the status of those that are currently in process. Noteworthy this month are the concentrated permitting developments for the Metzger Pipeline East (MPE) Project. The Program received its TriMet Occupancy Licenses for both the MPE_1.1 and 1.2 projects as well as the DEQ 1200-C permit for Phase 1 (staging areas and Highway 217 work). Staff anticipates receiving the DEQ 1200-C permit for the bulk of the MPE_1.2 project as well as the City of Beaverton's Temporary Use Permit for the Whitford School Staging Area in October. Staff are also preparing the Washington County grading permit for MPE_1.2 and addressing City of Beaverton's comments related to the MPE_1.2 Land Use Permit Application.

Outreach efforts by the communications team resulted in the WWSP being highlighted in several area publications this month. The Quarter 1/Quarter 2 Business Utilization Report was published drawing attention to the upcoming procurement schedule with the many opportunities for the business community to participate in providing goods and services to the Program. This report emphasizes how the WWSP is positively contributing to the local economy with 92-percent of the more than \$285 million spent to date going to local businesses (those located in counties within 50-miles of the WWSP project). Approximately 348 local businesses and 44 regional businesses (located outside the local area but within Oregon or Washington) have participated in completing WWSP projects. The Source, the Regional Water Providers Consortium members monthly newsletter, showcased the WWSP in its October 2021 edition with an article titled *Regional Resiliency Built on Collaboration*. Lastly, Marlys Mock, the WWSP Communications Supervisor, was recently interviewed in a KOIN 6 News special report titled *Willamette Water Supply Project on Track for 2026 Completion* which aired on October 1, 2021. The report can be viewed via a link on the WWSP's website: <http://www.ourreliablewater.org/category/in-the-news/>.
- 2. Design Status Updates** – In September, the final construction documents for the WWSS Water Treatment Plant (WTP_1.0) was submitted marking the completion of the design of all above-ground facilities of the WWSS. Five pipeline projects remain in the final stages of the design effort and are proceeding according to plan.
- 3. Construction Status Updates** – Attached to this General Manager's Report is a tabulation of the projects in construction and their current status; a few highlights are included here. In-water work is underway at the RWF_1.0 Project, which includes screen replacements, intake pipe modifications, and associated resiliency items in the Willamette River. Seismic modifications and underground utility work are also ongoing, coordinated closely with the existing Willamette River Water Treatment Plant operations staff. The PLM_1.1 and PLM_1.2 projects completed their remaining administrative activities to achieve final completion. The PLW_1.3 project continues open cut

installation of the 66-inch transmission pipe while also setting the first section of vertical pipe riser in the north tunnel shaft.

A virtual tour video is being prepared for the Willamette Intake Facilities Commission to highlight recent construction progress at RWF_1.0. This video will also be shared with this Commission and WWSS partner communications teams.

- 4. Steel Market Exposure Update** –Though steel pricing continued to increase, the rate of increase has started to slow. The market price of hot rolled band, the material used to fabricate WWSS transmission pipe, has increased by approximately 8.6 percent in quarter three of 2021. Market forecasters project steel prices to begin decreasing in later 2021 and continuing into 2022. Staff are continuing to monitor the steel market and are not recommending a change in construction procurement plans and strategies at this time.
- 5. Audit Planning Letter** – The attached “WWSS - Planning Letter” and “WWSS – Engagement Letter” were emailed to the Board and Finance Committee members on September 23, 2021, and October 5, 2021. This is an audit planning communication letter from our auditors to our Board of Commissioners. It is a required element of the Commission’s annual financial audit. We take our financial accountability seriously and encourage the Board of Commissioners to carefully read the letter and if they have any questions to direct them to the TVWD Chief Financial Officer, Paul Matthews.”

Willamette Water Supply Program Permits and Approvals – Recent Actions and Status

Date of Report: September 23, 2021

Permits and Approvals Recently Granted

Agency	Projects Involved	Permit or Approval Granted
TriMet	MPE_1.1 & MPE_1.2	Occupancy License
DEQ	MPE_1.2	1200-C Phase 1 (staging areas and OR-217 work)
ODOT & Genesee & Wyoming Railroad	PLM_1.3	Railroad permits
WCLUT	PLW_1.3	ROW permit amendment (temporary signal)

Permits and Approvals Submitted

Agency	Projects Involved	Permit or Approval Submitted
OHA	WTP_1.0	Drinking Water Plan Review

Permits and Approvals in Progress

Agency	Projects Involved	Permit or Approval in Progress
City of Wilsonville	PLM_1.3	Landscape plan modifications
WCLUT	MPE_1.2	Grading permit
COB	MPE_1.2	Address Completeness Items for PFC Facility
DEQ	RES_1.0 & PLM_5.3	1200-C Combined Permit

Anticipated Approvals

Agency	Projects Involved	Permit or Approval Anticipated
DEQ	MPE_1.2	1200-C Phase 2 Bulk of Project (excluding staging areas and OR-217 work)
COB	MPE_1.2	Temporary use permit (Whitford School staging area)
City of Hillsboro and Metro	PLW_1.2	Orenco Woods Nature Park Agreement

Willamette Water Supply Program Projects Construction – Recent Status Update

Date of Report: September 23, 2021

Project	Description	Progress Since Last Month
1. RWF_1.0	Raw Water Facilities project located at the Willamette River Water Treatment Plant	<ul style="list-style-type: none"> - Completed installation of 66-inch Raw Water line through 84-inch casing and casing grouting - Began installation of 66-inch risers in launch and receiving shafts - Completed concrete construction for new flowmeter vault - Continued installation of 66-inch Raw Water through "pinch point" - Completed discharge header air release vaults and piping south of RWPS - Completed installation of new Fiber Optic cable and conduit from RWPS up to "pinch point" - Continued structural seismic modifications for RWPS - Began construction of electrical vaults and duct bank through Park area
2. PLM_1.1	Raw water pipeline project in Wilsonville that extends from our RWF_1.0 project to Wilsonville Road	<ul style="list-style-type: none"> - Project closeout
3. PLM_1.2	Raw water pipeline project being completed in partnership with the City of Wilsonville's Garden Acres Road project	<ul style="list-style-type: none"> - Project closeout - Replace incorrect marker post - Final invoice from City of Wilsonville
4. PLM_5.1	Finished water pipeline project being completed in partnership with Washington County's Roy Rogers Road project	<ul style="list-style-type: none"> - Cathodic protection system activation and testing - Mainline disinfection - Tie-in to PLM_5.2 - Final paving and striping for County roadwork
5. PLW_1.3	Finished water pipeline project in South Hillsboro from SW Farmington Road to SE Blanton Street	<ul style="list-style-type: none"> - Continue 66-inch pipe installation (approx. 1000 LF installed) - Install 66- inch carrier pipe inside tunnel casing (80% complete) - Begin grouting of annular space in casing
6. MPE_1.1/ COB_1.1	Finished water pipeline project being completed in partnership with the City of Beaverton's SW Western Avenue project	<ul style="list-style-type: none"> - Franchise utility trench coordination and installation - Bore of utility casings beneath Railway - Temporary pedestrian and traffic control - WWSP submittals and RFIs
7. MPE_1.2/ COB_1.2	Finished water pipeline project in Beaverton from SW Scholls Ferry Road at Greenway to SW Allen Boulevard at Western Avenue	<ul style="list-style-type: none"> - Submittals and RFIs underway - Baseline schedule submittal - Mobilization anticipated in September

Willamette Water Supply

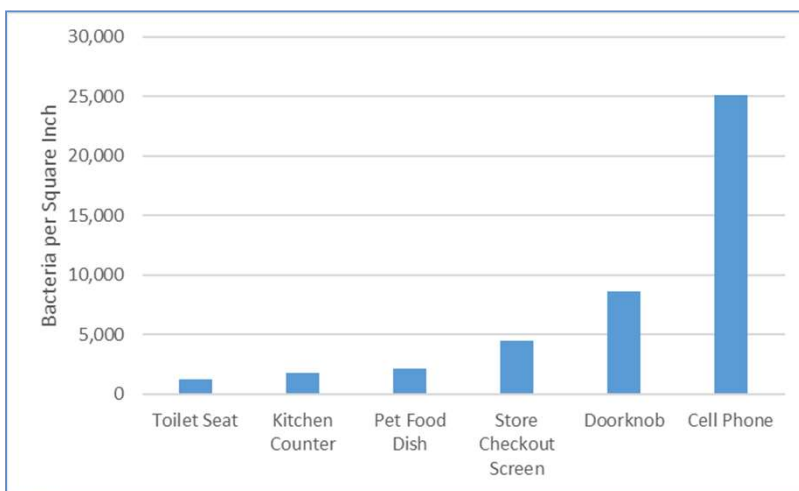
Our Reliable Water

Safety Minute: Clean Your Cell Phone

October 7, 2021

1

Cell Phones Found to Have High Bacteria Counts



Willamette Water Supply
Our Reliable Water

Source:
State Food Safety Resources: <https://www.statefoodsafety.com/Resources/Resources/the-dirty-cell-phone-25-127-bacteria-per-square-inch>

2

Perhaps Reconsider Holding Phone to Your Head



Willamette Water Supply
Our Reliable Water

3

Regularly Clean Your Cell Phone



- Turn off and unplug the phone
- Remove the phone from the case
- Thoroughly wash your hands, using soap and water
- Gently wipe down the outside of the phone, the screen, and phone case with a disposable disinfecting wipe or a cloth sprayed with an alcohol-based cleaner containing 70% isopropyl alcohol

Willamette Water Supply
Our Reliable Water

4



T (503) 242-1447
F (503) 274-2789

805 SW Broadway
Suite 1200
Portland, OR 97205

September 16, 2021

Board of Commissioners
Willamette Water Supply System
1850 SW 170th Avenue
Beaverton, OR 97003

Re: Audit Communications

As you may know, we are commencing our audit of the financial statements of Willamette Water Supply System (the "System"), as of and for the year ended June 30, 2021. In accordance with AU-C 260, *The Auditor's Communication with Those Charged with Governance*, communication between the auditor and the individuals charged with governance of the System is required. In the context of the System and its governance, we consider the Board of Commissioners to be charged with governance. Accordingly, we would like to open a two-way communication with you on matters regarding the audit of the financial statements of the System.

We will provide certain communications in writing as part of the audit and invite you to contact us with any questions about the matters communicated or with any input you have on the audit. In the ordinary course of an audit many matters are discussed with management, including matters that are to be communicated to those charged with governance. There may be times that we will need to have access to you to discuss sensitive matters that could arise during the course of the audit. If any of those circumstances arise, we will contact you directly.

At the conclusion of the audit, we will provide you information on the results of the audit and various other matters that are stipulated in auditing standards as matters that must be communicated to the governing body annually.

Beginning in June 2021, we participated in meetings with management regarding data that will be needed for the audit and coordination of resources to provide that data. We performed preliminary planning of the audit and initial assessments of internal controls in June 2021 and expect to begin final testing of the System's financial statement balances in September 2021. We plan to issue our audit report for the System no later than December 2021. Our ability to meet this timetable is dependent upon on the level of preparation and cooperation by the management of the System.



Based on our current understanding of the System and financial results to date, the following are the areas considered significant to the audit as of, and for the year ended June 30, 2021, and will be our focus related to audit procedures performed:

- Valuation of plant assets
- Contributions in aid of construction
- Consistent application of internal controls in a remote work environment

Our overall audit plan includes the performance of both analytical procedures and detailed testing of transactions, and consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the System's internal control over financial reporting. Our audit plan is subject to adjustment based on any significant changes to year-end financial results, significant changes in operations or the identification of any additional risks.

If there are other areas of concern, please contact me to discuss those concerns so we can ensure our audit plan properly addresses them.

Attached to this letter is a copy of the engagement letter and professional service agreement that have been signed by management of the System and which include certain information on the plan for the conduct of the audit as well as information about the scope and limitations of the audit.

We appreciate the opportunity to be of service to you. We look forward to meeting with you at the conclusion of our audit to deliver the results of our audit to you. Please contact me if you have any questions or input to the audit process.

Respectfully,

A handwritten signature in blue ink that reads 'Julie Desimone'.

Julie Desimone, Partner
for Moss Adams LLP



T (503) 242-1447
F (503) 274-2789

805 SW Broadway
Suite 1200
Portland, OR 97205

May 17, 2021

Paul Matthews
Willamette Water Supply System
1850 SW 170th Ave
Beaverton, OR 97003

Re: Audit Services

Dear Mr. Matthews:

Thank you for the opportunity to provide services to Willamette Water Supply System. This engagement letter (“Engagement Letter”) and the attached Professional Services Agreement, which is incorporated by this reference, confirm our acceptance and understanding of the terms and objectives of our engagement, and limitations of the services that Moss Adams LLP (“Moss Adams,” “we,” “us,” and “our”) will provide to Willamette Water Supply System (“you,” “your,” and “System”).

Scope of Services – Audit

You have requested that we audit the System’s financial statements, which comprise the statement of net position as of June 30, 2021 and the related statements of revenues, expenses, and changes in net position, and cash flows for the year then ended, and the related notes to the financial statements.

Timing

Julie Desimone is responsible for supervising the engagement and authorizing the signing of the report. We expect to begin our audit on approximately June 7, 2021, complete fieldwork on approximately September 24, 2021, and issue our report no later than December 31, 2021. As we reach the conclusion of the audit, we will coordinate with you the date the audited financial statements will be available for issuance. You understand that (1) you will be required to consider subsequent events through the date the financial statements are available for issuance, (2) you will disclose in the notes to the financial statements the date through which subsequent events have been considered, and (3) the subsequent event date disclosed in the footnotes will not be earlier than the date of the management representation letter and the date of the report of independent auditors.

Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff’s unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

Fees

We estimate that our fees for the services will be in the range of \$13,000 to \$15,000. You will also be billed for expenses.



Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the System's records, and, for example, the number of general ledger adjustments required as a result of our work. To assist you in this process, we will provide you with a Client Audit Preparation Schedule that identifies the key work you will need to perform in preparation for the audit. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance will result in an increase of our fees.

Reporting

We will issue a written report upon completion of our audit of the System's financial statements. Our report will be addressed to the Board of Commissioners of the System. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. Our services will be concluded upon delivery to you of our report on your financial statements for the year ended June 30, 2021.

We also will issue a written report on compliance and on internal control over financial reporting based on an audit of financial statements in accordance with *Oregon Audit Standards* upon completion of our audit.

Additional Services

You may request that we perform additional services not contemplated by this Engagement Letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. It is our practice to issue a separate agreement covering additional services. However, absent such a separate agreement, all services we provide you shall be subject to the terms and conditions in the Professional Services Agreement.

We appreciate the opportunity to be of service to you. If you agree with the terms of our engagement as set forth in this Agreement, please sign the enclosed copy of this letter and return it to us with the Professional Services Agreement.

Very truly yours,

A handwritten signature in blue ink that reads 'Julie Desimone'.

Julie Desimone, Partner for
Moss Adams LLP

Enclosures



Paul Matthews
Willamette Water Supply System
May 17, 2021
Page 3 of 3

Accepted and Agreed:

This Engagement Letter and the attached Professional Services Agreement set forth the entire understanding of Willamette Water Supply System with respect to this engagement and the services to be provided by Moss Adams LLP:

Signature: Paul L. Matthews

Print Name: Paul L. Matthews

Title: Chief Financial Officer

Date: June 1, 2021

Client: #808297
v. 6/18/2020

PROFESSIONAL SERVICES AGREEMENT**Audit and Nonattest Services - Government Auditing Standards Version (no compliance audit)**

This Professional Services Agreement (the "PSA") together with the Engagement Letter, which is hereby incorporated by reference, represent the entire agreement (the "Agreement") relating to services that Moss Adams will provide to the System. Any undefined terms in this PSA shall have the same meaning as set forth in the Engagement Letter.

Objectives of the Audit

The objective of our audit is the expression of an opinion on the financial statements. The objective also includes reporting on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.

The report on internal control and compliance will include a statement that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control over financial reporting or on compliance, that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control over financial reporting and compliance, and, accordingly, it is not suitable for any other purpose.

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. It will include tests of your accounting records and other procedures we consider necessary to enable us to express an opinion on the financial statements and to render the required reports. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Procedures and Limitations

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain receivables and certain other assets, liabilities and transaction details by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Management's failure to provide representations to our satisfaction will preclude us from issuing our report.

An audit includes examining evidence, on a test basis, supporting the amounts and disclosures in the financial statements. Therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free from material misstatement. Such material misstatements may include errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that are attributable to the entity or to acts by management or employees acting on behalf of the entity that may have a direct financial statement impact. Pursuant to *Government Auditing Standards*, we will not provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements and noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. An audit is not designed to detect immaterial misstatements or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors, fraudulent financial reporting, misappropriation of assets, and noncompliance with the provisions of laws, regulations, contracts and grant agreements that come to our attention, unless clearly inconsequential. We will also inform you of any other conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any time period for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the System and its environment, including its internal control sufficient to assess the risks of material misstatements of the financial statements whether due to error or fraud and to design the nature, timing, and extent of further audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify deficiencies in the design or operation of internal control and accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. However, if, during the audit, we become aware of any matters involving internal control or its operation that we consider to be significant deficiencies under standards established by the American Institute of Certified Public Accountants, we will communicate them in writing to management and those charged with governance. We will also identify if we consider any significant deficiency, or combination of significant deficiencies, to be a material weakness.

We may assist management in the preparation of the System's financial statements. Regardless of any assistance we may render, all information included in the financial statements remains the representation of management. We may issue a preliminary draft of the financial statements to you for your review. Any preliminary draft financial statements should not be relied upon, reproduced or otherwise distributed without the written permission of Moss Adams.

Management's Responsibility

As a condition of our engagement, management acknowledges and understands that management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. We may advise management about appropriate accounting principles and their application and may assist in the preparation of your financial statements, but management remains responsible for the financial statements. Management also acknowledges and understands that management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. This responsibility includes the maintenance of adequate records, the selection and application of accounting principles, and the safeguarding of assets. You are responsible for informing us about all known or suspected fraud affecting the System involving: (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the System received in communications from employees, former employees, regulators or others.*

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

Management is responsible for establishing and maintaining internal control over compliance with the provisions of laws, regulations, contracts, and grant agreements, and for identifying and ensuring that you comply with such provisions. Management is also responsible for addressing the audit findings and recommendations, establishing and maintaining a process to track the status of such findings and recommendations, and taking timely and appropriate steps to remedy any fraud and noncompliance with the provisions of laws, regulations, contracts, and grant agreements or abuse that we may report.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management agrees that as a condition of our engagement, management will provide us with:

- access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
- additional information that we may request from management for the purpose of the audit; and
- unrestricted access to persons within the System from whom we determine it necessary to obtain audit evidence.

Dissemination of Financial Statements

Our report on the financial statements must be associated only with the financial statements that were the subject of our engagement. You may make copies of our report, but only if the entire financial statements (including related footnotes and supplementary information, as appropriate) are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of this engagement.

Offering of Securities

This Agreement does not contemplate Moss Adams providing any services in connection with the offering of securities, whether registered or exempt from registration, and Moss Adams will charge additional fees to provide any such services. You agree not to incorporate or reference our report in a private placement or other offering of your equity or debt securities without our express written permission. You further agree we are under no obligation to reissue our report or provide written permission for the use of our report at a later date in connection with an offering of securities, the issuance of debt instruments, or for any other circumstance. We will determine, at our sole discretion, whether we will reissue our report or provide written permission for the use of our report only after we have conducted any procedures we deem necessary in the circumstances. You agree to provide us with adequate time to review documents where (a) our report is requested to be reissued, (b) our report is included in the offering document or referred to therein, or (c) reference to our firm is expected to be made. If we decide to reissue our report or provide written permission to the use of our report, you agree that Moss Adams will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to reissue our report or withhold our written permission to use our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our engagement documentation for those periods, we are under no obligation to permit such access.

Changes in Professional or Accounting Standards

To the extent that future federal, state, or professional rule-making activities require modification of our audit approach, procedures, scope of work, etc., we will advise you of such changes and the impact on our fee estimate. If we are unable to agree on the additional fees, if any, that may be required to implement any new accounting and auditing standards that are required to be adopted and applied as part of our engagement, we may terminate this Agreement as provided herein, regardless of the stage of completion.

Representations of Management

During the course of our engagement, we may request information and explanations from management regarding, among other matters, the System's operations, internal control, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide us with a written representation letter confirming some or all of the representations made during the engagement. The procedures that we will perform in our engagement will be heavily influenced by the representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or fraud to go undetected by our procedures. In view of the foregoing, you agree that we will not be responsible for any misstatements in the System's financial statements that we fail to detect as a result of false or misleading representations, whether oral or written, that are made to us by the System's management. While we may assist management in the preparation of the representation letter, it is management's responsibility to carefully review and understand the representations made therein.

In addition, because our failure to detect material misstatements could cause others relying upon our audit report to incur damages, the System further agrees to indemnify and hold us harmless from any liability and all costs (including legal fees) that we may incur in connection with claims based upon our failure to detect material misstatements in the System's financial statements resulting in whole or in part from knowingly false or misleading representations made to us by any member of the System's management.

Fees and Expenses

The System acknowledges that the following circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates;
- Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances or report disclosures that impact the current year engagement; and
- An excessive number of audit adjustments.

We will endeavor to advise you in the event these circumstances occur, however we may be unable to determine the impact on the estimated fee until the conclusion of the engagement. We will bill any additional amounts based on the experience of the individuals involved and the amount of work performed.

Billings are due upon presentation and become delinquent if not paid within 30 days of the invoice date. Any past due fee under this Agreement shall bear interest at the highest rate allowed by law on any unpaid balance. In addition to fees, you may be billed for expenses and any applicable sales and gross receipts tax. Direct expenses may be charged based on out-of-pocket expenditures, per diem allotments, and mileage reimbursements, depending on the nature of the expense. Indirect expenses, such as processing time and technology expenses, may be passed through at our estimated cost and may be billed as a flat charge or a percentage of fees. If we elect to suspend our engagement for nonpayment, we may not resume our work until the account is paid in full. If we elect to terminate our services for nonpayment, or as otherwise provided in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our work. You will be obligated to compensate us for fees earned for services rendered and to reimburse us for expenses. You acknowledge and agree that in the event we stop work or terminate this Agreement as a result of your failure to pay on a timely basis for services rendered by Moss Adams as provided in this Agreement, or if we terminate this Agreement for any other reason, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Limitation on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Subpoena or Other Release of Documents

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding (including a grand jury investigation), in which we are not a party. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Pursuant to authority given by law or regulation, we may be requested to make certain engagement documentation available to an applicable entity with oversight responsibilities for the audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such engagement documentation will be provided under the supervision of Moss Adams personnel. Furthermore, upon request, we may provide photocopies of selected engagement documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

Document Retention Policy

At the conclusion of this engagement, we will return to you all original records you supplied to us. Your System records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that Moss Adams may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Use of Electronic Communication

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this Agreement as we deem appropriate.

Use of Third-Party Service Providers

We may use third-party service providers in serving you. In such circumstances, if we need to share confidential information with these service providers, we will require that they maintain the confidentiality of your information.

Enforceability

In the event that any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this Agreement.

Entire Agreement

This Professional Services Agreement and Engagement Letter constitute the entire agreement and understanding between Moss Adams and the System. The System agrees that in entering into this Agreement it is not relying and has not relied upon any oral or other representations, promise or statement made by anyone which is not set forth herein.

In the event the parties fail to enter into a new Agreement for each subsequent calendar year in which Moss Adams provides services to the System, the terms and conditions of this PSA shall continue in force until such time as the parties execute a new written Agreement or terminate their relationship, whichever occurs first.

Use of Moss Adams' Name

The System may not use any of Moss Adams' name, trademarks, service marks or logo in connection with the services contemplated by this Agreement or otherwise without the prior written permission of Moss Adams, which permission may be withheld for any or no reason and may be subject to certain conditions.

Use of Nonlicensed Personnel

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Dispute Resolution Procedure, Venue and Limitation Period

This Agreement shall be governed by the laws of the state of Washington, without giving effect to any conflicts of laws principles. If a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiations, the parties agree first to try in good faith to settle the dispute by mediation using an agreed upon mediator. If the parties are unable to agree on a mediator, the parties shall petition the state court that would have jurisdiction over this matter if litigation were to ensue and request the appointment of a mediator, and such appointment shall be binding on the parties. Each party shall be responsible for its own mediation expenses, and shall share equally in the mediator's fees and expenses.

If the claim or dispute cannot be settled through mediation, each party hereby irrevocably (a) consents to the exclusive jurisdiction and venue of the appropriate state or federal court located in King County, state of Washington, in connection with any dispute hereunder or the enforcement of any right or obligation hereunder, and (b) WAIVES ITS RIGHT TO A JURY TRIAL. EACH PARTY FURTHER AGREES THAT ANY SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.

Termination

This Agreement may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination: (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this Agreement, (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services, and (d) we will require any new accounting firm that you may retain to execute access letters satisfactory to Moss Adams prior to reviewing our files.

Hiring of Employees

Any offer of employment to members of the audit team prior to issuance of our report may impair our independence, and as a result, may result in our inability to complete the engagement and issue a report.

Mutual Waiver of COVID-19 Claims

This provision addresses issues regarding the novel coronavirus ("COVID-19"). The Parties acknowledge their respective understanding of the hazards of COVID-19, including, but not limited to, its highly contagious nature and the corresponding health risks associated with being exposed to or infected by COVID-19. Each Party agrees to waive, release, discharge, and covenants not to sue the other Party or its affiliates and its and their respective officers, directors, partners, principals, employees, agents, or subcontractors from any and all claims, damages, expense, liability, illness or losses that may occur from exposure to or infection by COVID-19 arising out of, related to, or in any way connected with the professional services provided by Moss Adams.

DRAFT

**Willamette Water Supply System Commission
Board Meeting Minutes
Thursday, September 2, 2021**

Commissioners present: ROLL CALL TABLE

City of Beaverton:	Marc San Soucie (<i>alternate</i>)
City of Hillsboro:	David Judah
Tualatin Valley Water District (TVWD):	Jim Duggan

Committee Members present:

City of Beaverton:	Chad Lynn David Winship
City of Hillsboro:	Niki Iverson Lee Lindsey Eric Hielema
TVWD:	Tom Hickmann

Managing Agency Staff present:

WWSS Commission General Manager / Willamette Water Supply Program (WWSP) Director	Dave Kraska
TVWD General Counsel	Clark Balfour
WWSP Assistant Director	Joelle Bennett
WWSP Program Manager	Bill Van Derveer
WWSP Engineering and Construction Manager	Mike Britch
WWSP Permitting and Outreach Manager	Christina Walter
WWSS Commission Recorder / WWSP Administrative Assistant	Annette Rehms

Other Attendees present:

TVWD Water Resources Division Manager	Joel Cary
City of Hillsboro-JWC Water Treatment Manager	Chris Wilson
City of Hillsboro-Water Resources Manager	Jessica Dorsey
TVWD Controller	David Shick

REGULAR SESSION – 12:00 PM

CALL TO ORDER

Chairman Judah called the regular Willamette Water Supply System (WWSS) Commission meeting to order at 12:01 p.m.

ROLL CALL

Ms. Rehms administered the roll call and noted attendance.

1. GENERAL MANAGER'S REPORT

Mr. Kraska presented a safety minute on Back-to-School safety (*presentation on file*)

The General Manager's report included an overview of etiquette for remote meetings; requests for Commissioner input on continuing remote meetings and the signature collection process; the Approvals and Procurement Forecast covering August through October 2021; updates on projects planning, permitting and communications; status updates on the design and construction of projects; a steel market exposure update; and notice that today's Board meeting minutes will be posted on September 13.

Commissioners present today agreed to continue meeting remotely, using Microsoft Teams, and revisit this matter in February 2022 in preparation for the March 2022 Board meeting. They also agreed with supporting timelier signature collection by using a digital signature collection process, through "Adobe Sign" or "DocuSign." This will allow signatures to be collected shortly after meetings and avoid travel and in-person meetings. Staff confirmed with legal counsel that digital signatures are appropriate for standard items such as meeting minutes, resolutions, and agreements. Special items may require wet signatures and the WWSS Executive Assistant would coordinate this process on a case-by-case basis. Commissioners asked for the WWSP staff to follow-up with Commissioner Beaty to confirm her acceptance on these two decisions.

In response to questions, staff explained that the construction work beginning on Western Avenue is the MPE_1.1 project. This project runs from Western Ave/Allen Blvd to Beaverton Hillsdale Hwy. This a partner project with City of Beaverton that includes roadway improvements and the installation of TVWD and City of Beaverton pipelines. Current construction activities consist of clearing, grubbing, relocating utilities, and getting prepared to bore under the railroad. The project is on schedule.

2. PUBLIC COMMENT

There were no public comments.

3. CONSENT AGENDA

- A. Approve the August 5, 2021, meeting minutes.

Motion was made by Duggan, seconded by San Soucie to approve the Consent Agenda as presented. The motion passed unanimously with San Soucie, Judah, and Duggan voting in favor.

4. BUSINESS AGENDA

- A. Adopt PLM_1.3 Resolution of Need (second supplemental approval) – *Joelle Bennett*

Ms. Bennett described the project location and reported that the project has progressed to the point where property requirements are known for construction as well as the long-term operation and maintenance of the pipeline. She explained the proposed resolution enables the WWSS Commission's agents, including the WWSP team, to begin negotiation with respective property interest holders, and authorizes the acquisition of the property interests by eminent domain, to the extent negotiations fail. Today's proposed resolution defines the real property needs for the project to include additional permanent and temporary easement areas. Estimated costs are included in the baseline budget. (*presentation on file*)

Motion was made by San Soucie, seconded by Duggan to adopt Resolution No. WWSS-19-21 declaring public necessity to acquire property interests over, upon, under, and through real property for pipeline section PLM_1.3 for the Willamette Water Supply System. The motion passed unanimously with San Soucie, Judah, and Duggan voting in favor.

B. Adopt PLW_1.3 Resolution of Need – *Joelle Bennett*

Ms. Bennett described the project location and reported that the project has progressed to the point where property requirements are known for construction as well as the long-term operation and maintenance of the pipeline. She explained the proposed resolution enables the WWSS Commission's agents, including the WWSP team, to begin negotiation with respective property interest holders, and authorizes the acquisition of the property interests by eminent domain, to the extent negotiations fail. The proposed resolution updates the real property needs to allow WWSS to construct gravel access roads to waterline features on already secured permanent easements. Estimated costs are included in the baseline budget. (*presentation on file*)

In response to questions, staff said approximately a year ago we secured easements for PLW_1.3 to include temporary and permanent easements, which assumed WWSS would return the ground surface to its original condition after construction. As the design finalized, operations and maintenance staff determined that the ground conditions require installing a gravel road across several properties to allow for year-round access. Securing the access road easements will allow WWSS to compensate property owners for the additional use.

Motion was made by San Soucie, seconded by Duggan to adopt Resolution WWSS-20-21 declaring public necessity to acquire property interests over, upon, under, and through real property for pipeline section PLW_1.3 for the Willamette Water Supply System. The motion passed unanimously with San Soucie, Judah and Duggan voting in favor.

C. Adopt PLM_1.0 Wilsonville Ground Lease Amendment 1 – *Mike Britch*

Mr. Britch provided an overview of the project and background on the original Ground Lease agreement improvements. WWSS and Wilsonville staff have developed a plan to replace several of the original improvement projects with concrete paving panel replacements and 5,300 feet of 4" fiber optic conduit. He said this proposed resolution amends the 2016 Ground Lease Agreement to include improvements that are equitable in cost, mutually beneficial, and are more implementable. Estimated costs are included in the baseline budget. (*presentation on file*)

Motion was made by Duggan, seconded by San Soucie, to adopt Resolution WWSS-21-21 amending the Ground Lease for Raw Water Pipeline Agreement with the City of Wilsonville. The motion passed unanimously with San Soucie, Judah and Duggan voting in favor.

D. Adopt PLW_1.2 WCLUT Construction IGA – *Mike Britch*

Mr. Britch provided an overview of the construction agreement for the joint Washington County Land Use and Transportation and WWSS project located on Cornelius Pass Road from Tualatin Valley Highway to Frances Street. He described the estimated costs outlined in Exhibit 2 of the IGA which include Administration, Construction Engineering Services, Shared Costs, Mobilization, and Waterline Work. He also reviewed the cost comparison to the WWSS baseline budget, noting these estimated costs indicate a potential need to use Management Reserve funds. Exact costs are unknown until bids are received. Mr. Britch concluded by reiterating the benefits of partnering with Washington County on the project. (*presentation on file*)

Motion was made by Duggan seconded by San Soucie to adopt Resolution WWSS-22-21 approving the Intergovernmental Agreement between Washington County and the Willamette Water Supply Commission Joint Construction of Cornelius Pass Road (Frances Street to Tualatin Valley Highway) and PLW_1.2 South Hillsboro Pipeline Projects. The motion passed unanimously with San Soucie, Judah, and Duggan voting in favor.

- E. Approve RES_1.3/PLM_5.3 GMP for Pipe Material – *Mike Britch*

Mr. Britch provided an overview of the project background, the benefits for early procurement, a summary of bids received during the Guaranteed Maximum Price process, the bid evaluation completed by Hoffman Fowler, and the contract price. (*presentation on file*)

Motion was made by San Soucie, seconded by Duggan, to approving a change order in the amount of \$19,049,157 to Hoffman-Fowler LLC for procurement of steel pipe, butterfly valves, and vaults for the RES_1.0-PLM_5.3 Project. The motion passed unanimously with San Soucie, Judah and Duggan voting in favor.

5. INFORMATION ITEMS

- A. Planned October Business Agenda Items – *Joelle Bennett*

Ms. Bennett presented information on business agenda items planned for the October, WWSS Commission Board meeting.

Staff anticipates recommending approval of:

1. Adopt RES_1.0 WCLUT Grabhorn Road Realignment IGA
2. Adopt Master Coordination Agreement Amendment One with Washington Country
3. Adopt PLM_4.4 WCLUT Roy Rogers Road Construction IGA
4. Adopt MPE_1.3 Resolution of Need

- B. The next Board meeting is scheduled on October 7, 2021, 12:00 PM via Microsoft Teams.

6. COMMUNICATIONS AND NON-AGENDA ITEMS

- A. None scheduled.

ADJOURNMENT

There being no further business, Chairman Judah adjourned the meeting at 12:57 p.m.

David Judah, Chair

James Duggan, Vice Chair

STAFF REPORT

To: Board of Commissioners

From: Joelle Bennett, P.E., WWSP Assistant Program Director

Date: October 7, 2021

Subject: Resolution Declaring Public Necessity to Acquire Property Interests Over, Upon, Under, and Through Real Property for Pipeline Section MPE_1.3 for the Willamette Water Supply System

Requested Board Action:

Consider adopting a resolution declaring public necessity to acquire property interests over, upon, under, and through real property for pipeline section MPE_1.3 for the Willamette Water Supply System (WWSS).

Key Concepts:

The WWSS includes a section of pipeline generally along SW Scholls Ferry Road, from SW Roy Rogers Road to Greenway Park, referred to as MPE_1.3.

- The Willamette Water Supply Program (WWSP) has progressed the design of this pipeline section to enable identification of property requirements for construction and long-term operation and maintenance of the pipeline.
- After consideration of various alignments and alternatives, the identified route will be located in a manner that will be most compatible with the greatest public good and the least injury to private property owners.
- This resolution declares the public need for the property interests and enables the WWSS Commission's agents, including the WWSP team, to begin negotiating with respective property interest holders.
- This resolution includes the needs on a specific property where the project's construction staging area will be located.

Background:

The WWSS includes Pipeline Section MPE_1.3, a section of pipeline along SW Scholls Ferry Road from SW Roy Rogers Road to Greenway Park. The project area is shown in the attached map. The pipeline along SW Scholls Ferry Road will be a 48-inch diameter welded steel pipe.

The WWSP has completed the design of this pipeline section and identified the property requirements for construction and long-term operation and maintenance of the pipeline. The MPE_1.3 pipeline alignment requires temporary easements to provide a construction staging area.

Resolution Summary

The WWSS Commission has authority to acquire real property for the WWSS. The pipeline section MPE_1.3, requires the acquisition of temporary easements on private property. The pipeline alignment was selected through an extensive alternatives evaluation, and the preferred location was selected based the best interests of the public and the least injury to private property owners. The resolution enables the

Resolution Declaring Public Necessity to Acquire Property Interests for WWSP Pipeline Section MPE_1.3

October 7, 2021

Page 2 of 2

initiation of the property acquisition process, including negotiations with interest holders, and also authorizes the acquisition of the property interests by eminent domain, to the extent negotiations fail.

Budget Impact:

The WWSP real estate team has completed an estimate that represents, in the professional judgment of the real estate team, the budget-level cost required to acquire the easements. Funds for purchase of the easements described in the resolution are included in the WWSP baseline budget.

Staff Contact Information:

Dave Kraska, P.E., WWSS General Manager, 503-941-4561, david.kraska@tvwd.org

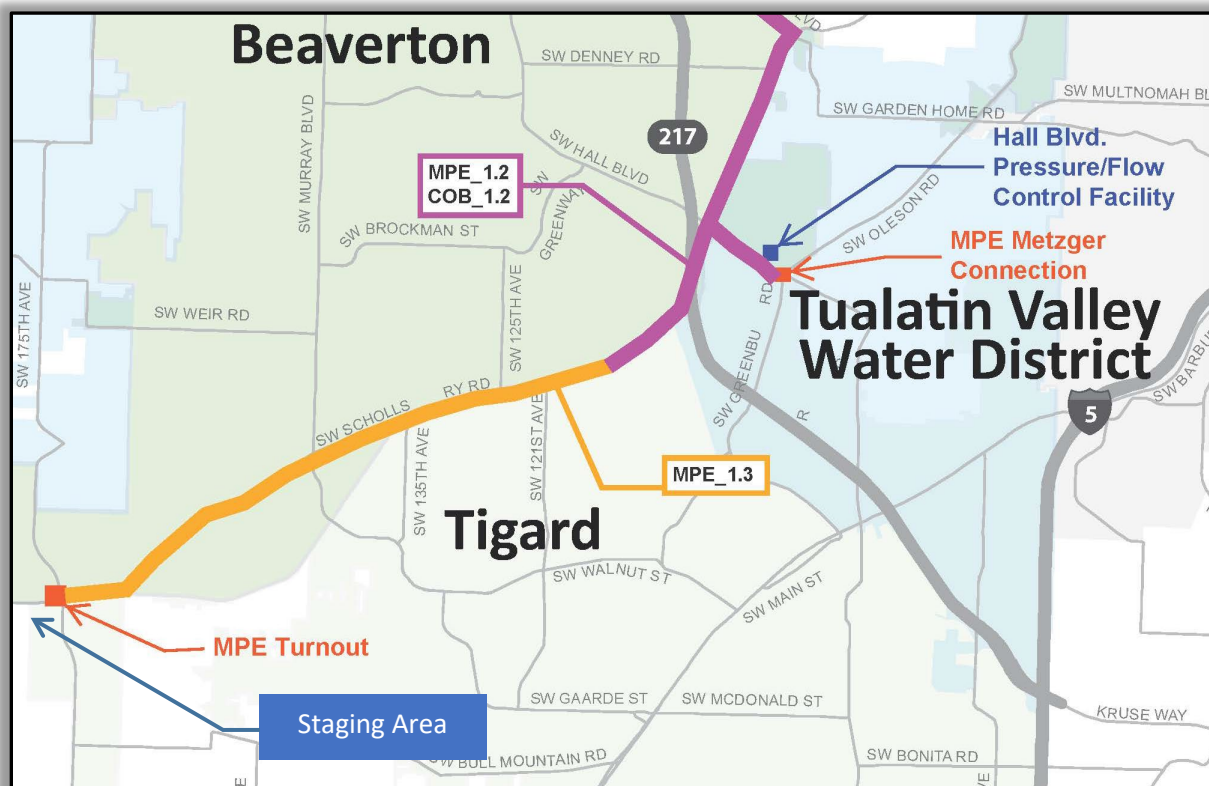
Joelle Bennett, P.E., WWSP Assistant Program Director, 503-941-4577, joelle.bennett@tvwd.org

Attachments:

Project area map

Proposed Resolution

Exhibit 1: Property Interests (including Exhibit A Legal Descriptions and Exhibit B Acquisition Maps)

Project area map:

RESOLUTION NO. WWSS-23-21

RESOLUTION DECLARING PUBLIC NECESSITY TO ACQUIRE PROPERTY INTERESTS OVER, UPON, UNDER AND THROUGH REAL PROPERTY FOR PIPELINE SECTION MPE_1.3 FOR THE WILLAMETTE WATER SUPPLY SYSTEM.

WHEREAS, the above-entitled matter came before the Willamette Water Supply System Commission (WWSS Commission) at its regular meeting on October 7, 2021; and,

WHEREAS, the Willamette Water Supply System Intergovernmental Agreement (Agreement) between Tualatin Valley Water District (TVWD), the City of Hillsboro (Hillsboro), and the City of Beaverton (Beaverton) (collectively, Members) created the WWSS Commission, an ORS Chapter 190 intergovernmental entity, effective July 1, 2019, to exercise the powers and duties set forth in the Agreement; and,

WHEREAS, pursuant to the Agreement, TVWD has been designated as the Managing Agency of the WWSS Commission; and,

WHEREAS, the Willamette Water Supply System (WWSS) includes, but is not limited to, an expanded and improved water intake on the Willamette River in the City of Wilsonville currently owned by TVWD and the City of Wilsonville, along with a new raw water pipeline, potable water treatment plant, finished water pipelines, pumping, storage, and other necessary water system facilities to enable the WWSS to utilize existing water rights to provide water system ownership and reliability to the Members' water system users; and,

WHEREAS, the WWSS Commission has been delegated authority by its Members under the Agreement and ORS Chapter 190 pursuant to City Charters, ORS 223.005 to 223.105, ORS 264.240 and Oregon Revised Statutes Chapter 35 to acquire real property by purchase or through eminent domain proceedings; and,

WHEREAS, the WWSS Commissioners determine, consistent with the powers and purposes of the WWSS Commission, that it is necessary for the economic well-being, public health, safety and welfare of the WWSS Commission and the Members' water system users, to acquire fee title to certain real property, as well as necessary rights-of-way, easements, and other property interests, in order to design, locate, construct, operate, and implement the WWSS; and,

WHEREAS, after investigation of various routes for a water pipeline and related water system facilities, the WWSS Commission has determined that certain property interests, are necessary for the construction, location, and operation of the WWSS, and in particular, pipeline section MPE_1.3, and that such use is planned and located in a manner that is most compatible with the greatest public benefit and the least injury to private property owners; and,

WHEREAS, such property interests are preliminarily described on Exhibit A and depicted for illustration purposes only on Exhibit B attached hereto and incorporated by reference, with final legal descriptions and easement documents to be determined by TVWD staff, including the Willamette Water

Willamette Water Supply
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Supply Program (WWSP) and its consultants, as the Managing Agency and on behalf of the WWSS Commission, to be reasonably necessary to accommodate the design and operation of the WWSS (the Easement Interests); and,

WHEREAS, the WWSS Commission finds that declaration by resolution to acquire the Easement Interests for the WWSS is necessary and being so advised.

NOW, THEREFORE, BE IT RESOLVED BY THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION THAT:

Section 1: The above recitals shall form an integral part of this resolution and shall have the same force and effect as if fully stated herein.

Section 2: It is necessary for the preservation of economic well-being, public health, safety and welfare of the public served by the Members and the WWSS that the WWSS Commission commence the acquisition process for the Easement Interests through exercise of the power of eminent domain.

Section 3: TVWD staff, including the WWSP, and counsel are authorized to retain real estate appraisers, negotiators, and other consultants, with said appraisals to be prepared under the auspices of WWSS Commission counsel, for initiation of proceedings as described below.

Section 4: TVWD staff, including WWSP, consultants, and counsel, are authorized to negotiate in good faith necessary agreements to acquire the Easement Interests on behalf of and in the name of the WWSS Commission and to pay just compensation and applicable compensable damages in accordance with applicable law without necessity of further approval by the WWSS Commission.

Section 5: TVWD staff, including WWSP, and counsel, are authorized to file complaints in condemnation, on behalf of and in the name of the WWSS Commission, and to take other steps as they determine necessary as the Managing Agency, and to prosecute to final determination such actions to acquire title to the Easement Interests if negotiations fail.

Section 6: Upon the trial of any suit or action instituted to acquire the Easement Interests, counsel acting for and on behalf of the WWSS Commission are authorized to make such stipulation, agreement or admission as in their judgment may be for the best interest of the WWSS Commission and to take possession of the Easement Interests at such time as appropriate in their judgment without necessity of further WWSS Commission approval.

Approved and adopted at a regular meeting held on the 7th day of October 2021.

David Judah, Chair

James Duggan, Vice Chair

Willamette Water Supply Program
MPE 1.3
September 23, 2021
Project No. 0458-023
Tax Lot: 2S1060001900

EXHIBIT A

Tract 1 – Temporary Construction Easement:

A tract of land situate in the Southwest quarter of Section 6, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington, State of Oregon, being a portion of that tract of land conveyed to David George Lancaster and Marsha Barstad Lancaster, as Trustees of The Thomas' Family Revocable Living Trust, by Document No. 2019-062146, recorded September 12, 2019, Washington County Deed Records, and being more particularly described as follows;

Commencing at the Northwest corner of said Thomas tract, being a point on the Southerly right-of-way line of SW Scholls Ferry Road (CR 3278), being 30.00 feet, when measured at right angles to the Centerline of said road;

Thence, leaving said right-of-way, along the West line of said Thomas tract South $00^{\circ}18'52''$ West a distance of 19.09 feet to the Point of Beginning;

Thence, leaving said West line, across said Thomas tract, the South line of a Permanent Easement for Highway right-of-way Purposes, Document No. 96-026529, recorded March 28, 1996, and the Southerly right-of-way of SW Scholls Ferry Road (CR 3278), being 49.00 feet Southerly and parallel, to the Centerline of said road, and the North line of said Thomas tract North $89^{\circ}14'04''$ East a distance of 358.01 feet to Point A;

Thence, leaving said Southerly right-of-way, across said Thomas tract South $00^{\circ}19'49''$ West a distance of 274.05 feet;

Thence, parallel with the South line of said Document No. 96-026529 South $89^{\circ}14'04''$ West a distance of 357.93 feet to the West line of said Thomas tract;

Thence, along said West line North $00^{\circ}18'52''$ East a distance of 274.05 feet to the Point of Beginning;

Containing 98,084 square feet (2.25 Acres), more or less.

Tract 2 – Temporary Access Easement:

Together with Tract 2, being more particularly described as follow:
Beginning at the aforementioned Point A;

Thence, along said Southerly right-of-way line of SW Scholls Ferry Road (CR 3278) North $89^{\circ}14'04''$ East a distance of 50.01 feet to the most Easterly North corner of said Thomas tract, also being a point on the Southerly right-of-way line of SW Scholls Ferry Road (CR

3278), being 49.00 feet, when measured at right angles to the Centerline of said road, and also being a point on the Westerly right-of-way line of SW Satsuma Avenue;

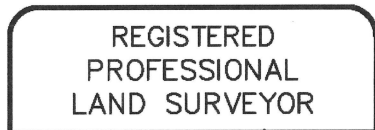
Thence, leaving said Southerly right-of-way line of SW Scholls Ferry Road (CR 3278) along said Westerly right-of-way line of Satsuma Avenue, also being the East line of said Thomas tract South $00^{\circ}19'49''$ West a distance of 75.01 feet;

Thence, leaving said East line, across said Thomas tract parallel with the South line of said Document No. 96-026529 South $89^{\circ}14'04''$ West a distance of 50.01 feet;

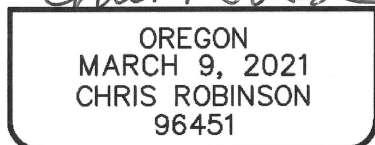
Thence, North $00^{\circ}19'49''$ East a distance of 75.01 feet to the Point of Beginning;

Containing 3,751 square feet, more or less

Bearings based on the Oregon Coordinate Reference System – Portland Zone.



Chris Robinson



RENEWS: 12-31-2022



0 50' 100'
SCALE: 1"=100'

LEGEND

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

 TRACT 1

 TRACT 2

REGISTERED
PROFESSIONAL
LAND SURVEYOR



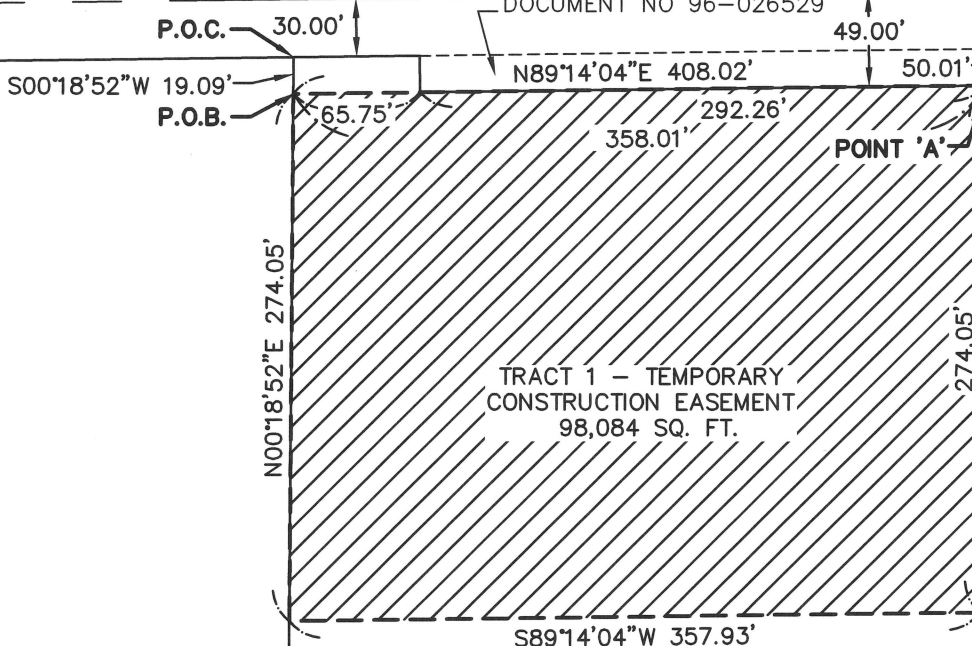
OREGON
MARCH 9, 2021
CHRIS ROBINSON
96451

RENEWS: 12-31-2022

SW SCHOLLS FERRY RD (CR 3278)

PERMANENT EASEMENT
DOCUMENT NO 96-026529

TRACT 2 - TEMPORARY
ACCESS EASEMENT
3,751 SQ. FT.



THE THOMAS' FAMILY
REVOCABLE LIVING TRUST
DOCUMENT NO. 2019-062146

SW SATSUMA AVE

EXHIBIT B
PAGE 1 OF 1

LOCATED IN THE SW 1/4 OF SEC. 6,
T. 2S., R. 1W., W.M. COUNTY OF
WASHINGTON, STATE OF OREGON

DATE	9/23/2021
DRAWN BY	SIH
CHECKED BY	CJR
REVISION	0
JOB NO.	0458-023

WESTLAKE
CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

PACIFIC CORPORATE CENTER
15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 684-0652
TIGARD, OREGON 97224 FAX (503) 624-0157

J:\0458-023\174. SURVEY\CAD\DWG\LAYOUT MPE I.3 THOMAS PROPERTY\0458-023X_MPEI.3_LAYOUT_THOMAS_IDWG 2021-09-23 2:36 PM - SIH

Willamette Water Supply System Commission

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Willamette Water Supply

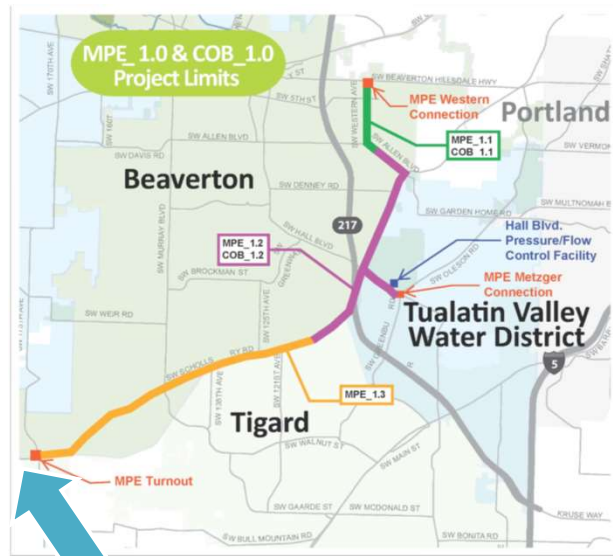
Our Reliable Water

4.A. Approve MPE_1.3 Resolution of Need – *Joelle Bennett*

October 7, 2021

1

MPE_1.3
staging area location



2

QUESTIONS?

Willamette Water Supply
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3

Requested Board Action

Consider adopting Resolution No. WWSS 23-21 declaring public necessity to acquire property interests over, upon, under, and through real property for pipeline section MPE_1.3 for the Willamette Water Supply System (WWSS).

Willamette Water Supply
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4

STAFF REPORT

To: Board of Commissioners

From: Joelle Bennett, P.E., WWSP Assistant Program Director

Date: October 7, 2021

Subject: Supplemental Resolution Declaring Public Necessity to Acquire Property Interests Over, Upon, Under, and Through Real Property for Pipeline Section PLM_1.3 for the Willamette Water Supply System

Requested Board Action:

Consider adopting a resolution declaring public necessity to acquire property interests over, upon, under, and through real property for pipeline section PLM_1.3 for the Willamette Water Supply System (WWSS).

Key Concepts:

The WWSS includes a section of pipeline generally along SW Kinsman Road, SW Boeckman Road, SW 95th Avenue, and SW Ridder Roads, referred to as PLM_1.3.

- The Willamette Water Supply Program (WWSP) has progressed the design of this pipeline section to enable identification of property requirements for construction and long-term operation and maintenance of the pipeline.
- After consideration of various alignments and alternatives, the identified route will be located in a manner that will be most compatible with the greatest public good and the least injury to private property owners.
- This supplemental resolution declares the public need for additional property interests and enables the WWSS Commission's agents, including the WWSP team, to begin negotiating with respective property interest holders. The preceding resolutions declaring property needs for PLM_1.3 were adopted on May 6, August 5, and September 2, 2021.

Background:

The WWSS includes Pipeline Section PLM_1.3, a section of pipeline along SW Kinsman Road, SW Boeckman Road, SW 95th Avenue, and SW Ridder Roads. The PLM_1.3 project is located within the City of Wilsonville. The project area is shown in the attached map. The pipeline will be 66-inch diameter welded steel pipe.

The WWSP has progressed the design of this pipeline section to enable identification of property requirements for construction and long-term operation and maintenance of the pipeline. The PLM_1.3 pipeline alignment requires permanent and temporary easements to fulfill WWSP standard construction work zone requirements.

This resolution updates the declared real property needs for the project on two properties.

Resolution Summary

The WWSS Commission has authority to acquire real property for the WWSS. The pipeline section PLM_1.3 requires the acquisition of temporary and permanent easements on private property. The PLM_1.3 pipeline alignment was selected through an extensive alternatives evaluation, and the preferred location was selected based on the best interests of the public and the least injury to private property owners. The resolution enables the initiation of the property acquisition process, including negotiations with interest holders, and also authorizes the acquisition of the property interests by eminent domain, to the extent negotiations fail.

Budget Impact:

The WWSP real estate team has completed an estimate that represents, in the professional judgment of the real estate team, the budget-level cost required to acquire the easements. The estimated cost for the PLM_1.3 real property needs identified in this proposed resolution is \$110,500. Funds for purchase of the easements described in the resolution are included in the WWSP baseline budget.

Staff Contact Information:

Dave Kraska, P.E., WWSS General Manager, 503-941-4561, david.kraska@tvwd.org

Joelle Bennett, P.E., WWSP Assistant Program Director, 503-941-4577, joelle.bennett@tvwd.org

Attachments:

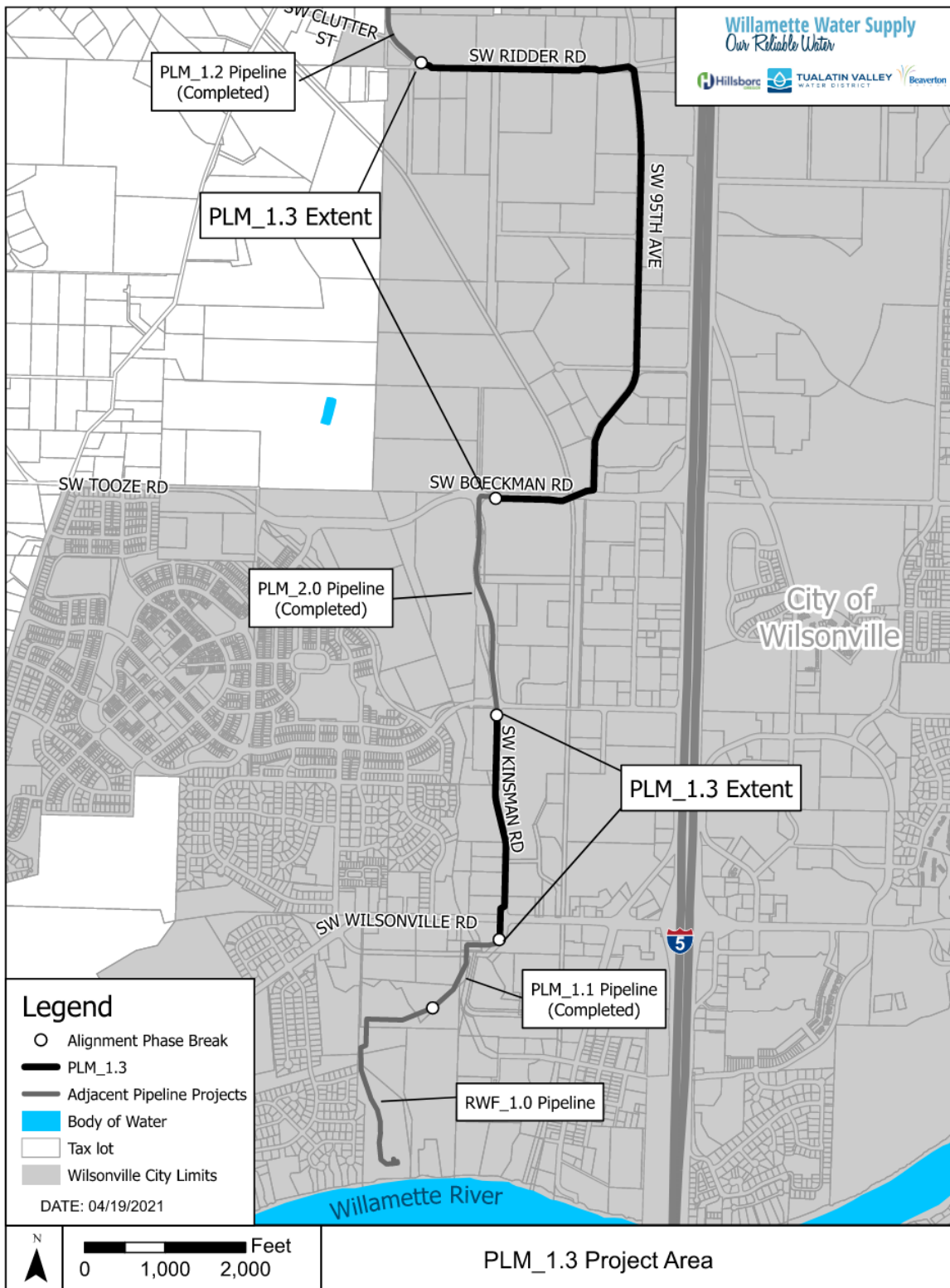
- Project area map
- Proposed Resolution
- Exhibit 1: Property Interests (including Exhibit A Legal Descriptions and Exhibit B Acquisition Maps)

Resolution Declaring Public Necessity to Acquire Property Interests for WWSP Pipeline Section PLM_1.3

October 7, 2021

Page 3 of 3

Project area map:



Willamette Water Supply System Commission

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RESOLUTION NO. WWSS-24-21

RESOLUTION DECLARING PUBLIC NECESSITY TO ACQUIRE PROPERTY INTERESTS OVER, UPON, UNDER AND THROUGH REAL PROPERTY FOR PIPELINE SECTION PLM_1.3 FOR THE WILLAMETTE WATER SUPPLY SYSTEM.

WHEREAS, the above-entitled matter came before the Willamette Water Supply System Commission (WWSS Commission) at its regular meeting on October 7, 2021; and,

WHEREAS, the Willamette Water Supply System Intergovernmental Agreement (Agreement) between Tualatin Valley Water District (TVWD), the City of Hillsboro (Hillsboro), and the City of Beaverton (Beaverton) (collectively, Members) created the WWSS Commission, an ORS Chapter 190 intergovernmental entity, effective July 1, 2019, to exercise the powers and duties set forth in the Agreement; and,

WHEREAS, pursuant to the Agreement, TVWD has been designated as the Managing Agency of the WWSS Commission; and,

WHEREAS, the Willamette Water Supply System (WWSS) includes, but is not limited to, an expanded and improved water intake on the Willamette River in the City of Wilsonville currently owned by TVWD and the City of Wilsonville, along with a new raw water pipeline, potable water treatment plant, finished water pipelines, pumping, storage, and other necessary water system facilities to enable the WWSS to utilize existing water rights to provide water system ownership and reliability to the Members' water system users; and,

WHEREAS, the WWSS Commission has been delegated authority by its Members under the Agreement and ORS Chapter 190 pursuant to City Charters, ORS 223.005 to 223.105, ORS 264.240 and Oregon Revised Statutes Chapter 35 to acquire real property by purchase or through eminent domain proceedings; and,

WHEREAS, the WWSS Commissioners determine, consistent with the powers and purposes of the WWSS Commission, that it is necessary for the economic well-being, public health, safety and welfare of the WWSS Commission and the Members' water system users, to acquire fee title to certain real property, as well as necessary rights-of-way, easements, and other property interests, in order to design, locate, construct, operate, and implement the WWSS; and,

WHEREAS, after investigation of various routes for a water pipeline and related water system facilities, the WWSS Commission has determined that certain property interests are necessary for the construction, location, and operation of the WWSS, and in particular, pipeline section PLM_1.3, and that such use is planned and located in a manner that is most compatible with the greatest public benefit and the least injury to private property owners; and,

WHEREAS, such property interests are preliminarily described on Exhibit A and depicted for illustration purposes only on Exhibit B attached hereto and incorporated by reference, with final legal descriptions and easement documents to be determined by TVWD staff, including the Willamette Water

Willamette Water Supply
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Supply Program (WWSP) and its consultants, as the Managing Agency and on behalf of the WWSS Commission, to be reasonably necessary to accommodate the design and operation of the WWSS (the Easement Interests); and,

WHEREAS, the WWSS Commission finds that declaration by resolution to acquire the Easement Interests for the WWSS is necessary and being so advised.

NOW, THEREFORE, BE IT RESOLVED BY THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION THAT:

Section 1: The above recitals shall form an integral part of this resolution and shall have the same force and effect as if fully stated herein.

Section 2: It is necessary for the preservation of economic well-being, public health, safety and welfare of the public served by the Members and the WWSS that the WWSS Commission commence the acquisition process for the Easement Interests through exercise of the power of eminent domain.

Section 3: TVWD staff, including the WWSP, and counsel are authorized to retain real estate appraisers, negotiators, and other consultants, with said appraisals to be prepared under the auspices of WWSS Commission counsel, for initiation of proceedings as described below.

Section 4: TVWD staff, including WWSP, consultants, and counsel, are authorized to negotiate in good faith necessary agreements to acquire the Easement Interests on behalf of and in the name of the WWSS Commission and to pay just compensation and applicable compensable damages in accordance with applicable law without necessity of further approval by the WWSS Commission.

Section 5: TVWD staff, including WWSP, and counsel, are authorized to file complaints in condemnation, on behalf of and in the name of the WWSS Commission, and to take other steps as they determine necessary as the Managing Agency, and to prosecute to final determination such actions to acquire title to the Easement Interests if negotiations fail.

Section 6: Upon the trial of any suit or action instituted to acquire the Easement Interests, counsel acting for and on behalf of the WWSS Commission are authorized to make such stipulation, agreement or admission as in their judgment may be for the best interest of the WWSS Commission and to take possession of the Easement Interests at such time as appropriate in their judgment without necessity of further WWSS Commission approval.

Approved and adopted at a regular meeting held on the 7th day of October 2021.

David Judah, Chair

James Duggan, Vice Chair

Exhibit A

Willamette Water Supply
August 26, 2021

ECT REBCO PROPERTIES LLC
BET REBCO PROPERTIES LLC
Portion of 31W11A 00800

Parcel 1 Permanent Facilities Easement

Three tracts of land in the Northeast One-Quarter of Section 11, Township 3 South, Range 1 West, said tract being a portion of that property conveyed to ECT REBCO PROPERTIES LLC, an Oregon limited liability company, as to an undivided 50% interest, and BET REBCO PROPERTIES LLC, an Oregon limited liability company, as to an undivided 50% interest, each as tenants in common and described as Parcels I & II in Document Number 2021-057079, Clackamas County Deed Records; said tract being described as follows:

Commencing at a 5/8" Iron Rod with yellow plastic cap marked "PLS 1332" in a monument box, set in PS-25910, Clackamas County Survey Records, on the centerline of 95th Avenue, being North 01°18'38" East a distance of 883.18 feet from the centerline intersection with Freeman Court; thence along said centerline of 95th Avenue, 32.12 feet along a curve to the left, said curve having a radius of 5,924.66 feet, a central angle of 00°18'38" and a chord which bears North 01°09'18" East a distance of 32.12 feet; thence leaving said centerline, South 89°00'01" East a distance of 31.00 feet to a point on a curve, being on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right of way line, 4.00 feet along a nontangential curve to the left, said curve having a radius of 5,955.66 feet, a central angle of 00°02'18" and a chord which bears North 00°58'50" East a distance of 4.00 feet; thence leaving said East right of way line, South 89°02'19" East a distance of 3.75 feet to a point of non-tangential curvature; thence 4.00 feet along a curve to the right, said curve having a radius of 5,959.41 feet, a central angle of 00°02'18" and a chord which bears South 00°58'50" West a distance of 4.00 feet; thence North 89°00'01" West a distance of 3.75 feet to the **Point of Beginning**.

Together with: Commencing at said 5/8" Iron Rod; thence along said centerline of 95th Avenue, South 01°18'38" West a distance of 502.69 feet; thence leaving said centerline, South 88°41'22" East a distance of 31.00 feet to a point on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right of way line, South 01°18'38" West a distance of 4.00 feet; thence leaving said East right of way line, South 88°41'22" East a distance of 3.00 feet; thence North 01°18'38" East a distance of 4.00 feet; thence North 88°41'22" West a distance of 3.00 feet to the **Point of Beginning**.

Together with: Commencing at a 5/8" Iron Rod with yellow plastic cap marked "PLS 1332" in a monument box, set in PS-25910, Clackamas County Survey Records, at the centerline of 95th Avenue at the centerline-centerline intersection of 95th Avenue and Freeman Court; thence along said centerline of 95th Avenue, South 01°18'38" West a distance of 105.03 feet; thence leaving said centerline, South 88°41'22" East a distance of 31.00 feet to a point on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right

of way line, South 01°18'38" West a distance of 4.00 feet; thence leaving said East right of way line, South 88°41'22" East a distance of 4.00 feet; thence North 01°18'38" East a distance of 4.00 feet; thence North 88°41'22" West a distance of 4.00 feet to the **Point of Beginning**.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

These tracts of land contain 43 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed
2021.08.26 10:03:56-07'00'

OREGON
JANUARY 12, 2002
JON M. YAMASHITA
53760LS

RENEWS 6/30/2022

Exhibit A

Willamette Water Supply
August 26, 2021

ECT REBCO PROPERTIES LLC
BET REBCO PROPERTIES LLC
Portion of 31W11A 00800

Parcel 2 Temporary Construction Easement

Three tracts of land in the Northeast One-Quarter of Section 11, Township 3 South, Range 1 West, said tract being a portion of that property conveyed to ECT REBCO PROPERTIES LLC, an Oregon limited liability company, as to an undivided 50% interest, and BET REBCO PROPERTIES LLC, an Oregon limited liability company, as to an undivided 50% interest, each as tenants in common and described as Parcels I & II in Document Number 2021-057079, Clackamas County Deed Records; said tract being described as follows:

Commencing at a 5/8" Iron Rod with yellow plastic cap marked "PLS 1332" in a monument box, set in PS-25910, Clackamas County Survey Records, on the centerline of 95th Avenue, being North 01°18'38" East a distance of 883.18 feet from the centerline intersection with Freeman Court; thence along said centerline of 95th Avenue, 27.13 feet along a curve to the left, said curve having a radius of 5,924.66 feet, a central angle of 00°15'45" and a chord which bears North 01°10'45" East a distance of 27.13 feet; thence leaving said centerline, South 88°57'07" East a distance of 31.00 feet to a point on a curve, being on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right of way line, 13.98 feet along a non-tangential curve to the left, said curve having a radius of 5,955.66 feet, a central angle of 00°08'04" and a chord which bears North 00°58'51" East a distance of 13.98 feet; thence leaving said East right of way line, South 89°05'11" East a distance of 8.75 feet; thence South 00°58'51" West a distance of 14.00 feet; thence North 88°57'07" West a distance of 8.75 feet to the **Point of Beginning**.

Together with: Commencing at said 5/8" Iron Rod; thence along said centerline of 95th Avenue, South 01°18'38" West a distance of 497.69 feet; thence leaving said centerline, South 88°41'22" East a distance of 31.00 feet to a point on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right of way line, South 01°18'38" West a distance of 14.00 feet; thence leaving said East right of way line, South 88°41'22" East a distance of 8.00 feet; thence North 01°18'38" East a distance of 14.00 feet; thence North 88°41'22" West a distance of 8.00 feet to the **Point of Beginning**.

Together with: Commencing at a 5/8" Iron Rod with yellow plastic cap marked "PLS 1332" in a monument box, set in PS-25910, Clackamas County Survey Records, at the centerline of 95th Avenue at the centerline-centerline intersection of 95th Avenue and Freeman Court; thence along said centerline of 95th Avenue, South 01°18'38" West a distance of 100.03 feet; thence leaving said centerline, South 88°41'22" East a distance of 31.00 feet to a point on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right of way line, South 01°18'38" West a distance of 14.00 feet; thence leaving said East right of way

line South 88°41'22" East a distance of 9.00 feet; thence North 01°18'38" East a distance of 14.00 feet; thence North 88°41'22" West a distance of 9.00 feet to the **Point of Beginning**.

EXCEPT: Parcel 1.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

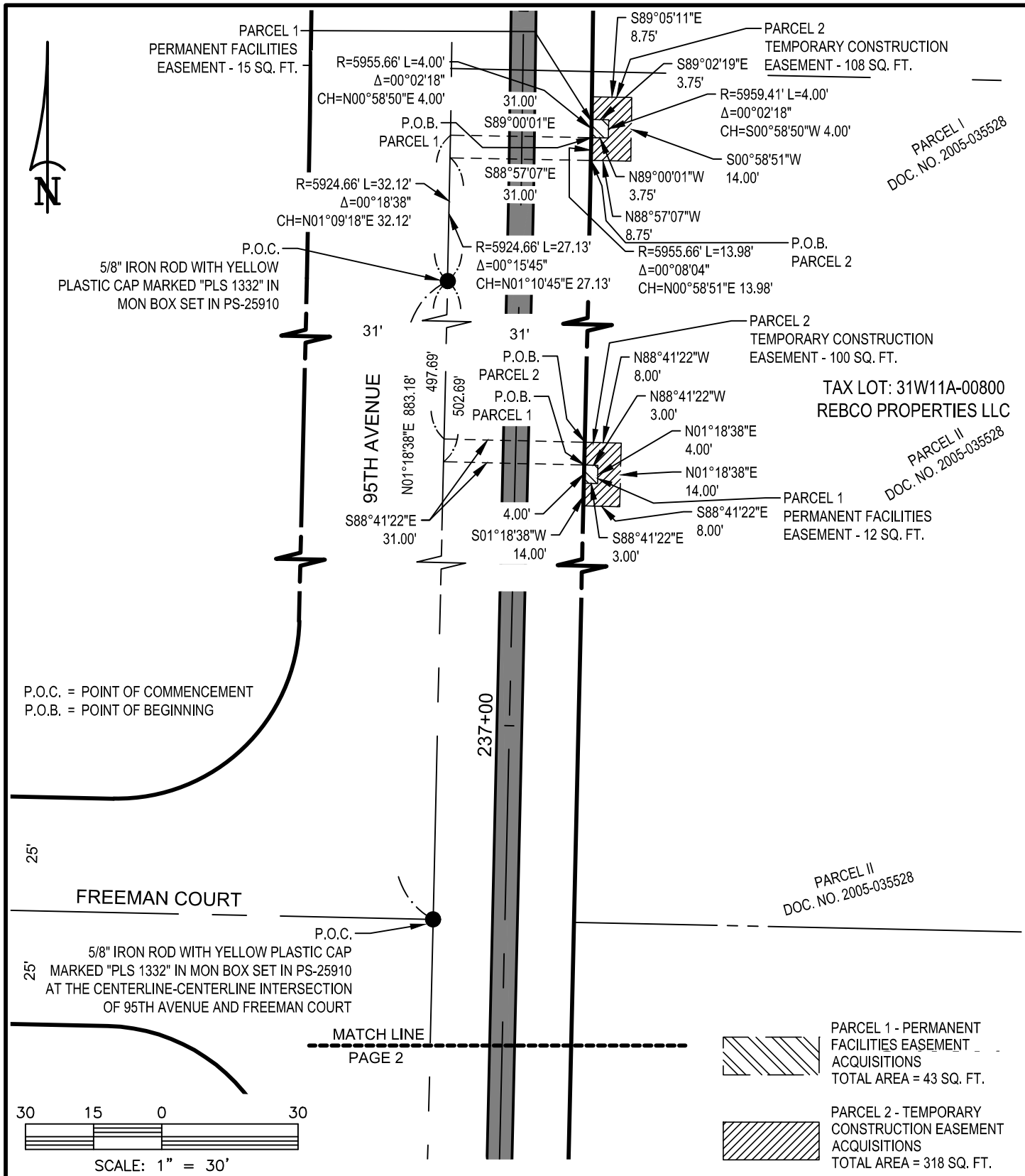
These tracts of land contain 318 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

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OREGON
JANUARY 12, 2002
JON M. YAMASHITA
53760LS

RENEWS 6/30/2022



Willamette Water Supply
Our Reliable Water

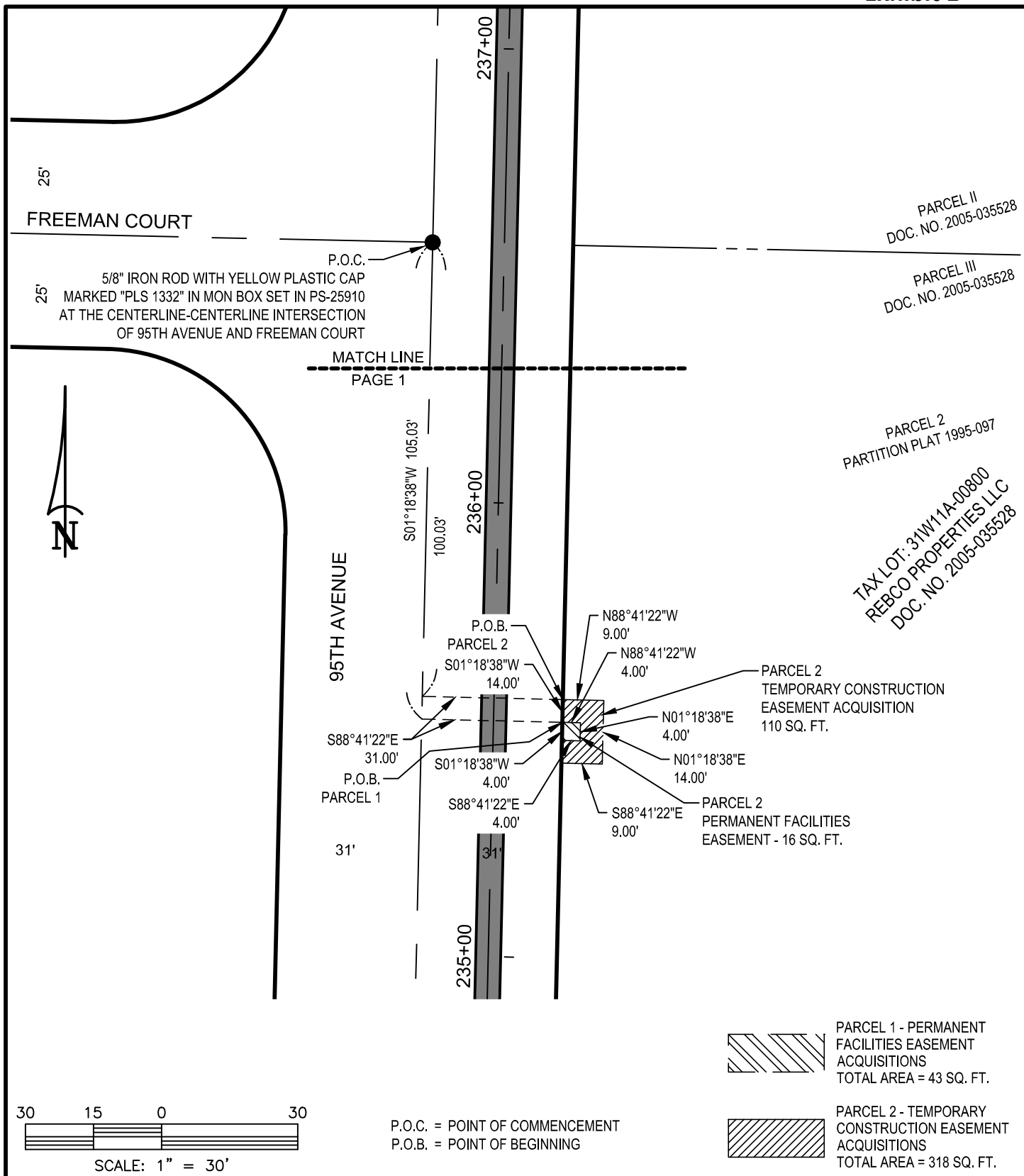
WILLAMETTE WATER
SUPPLY PROGRAM
1850 SW 170th Avenue
Beaverton, Oregon 97003
Phone: (503) 941-4563

ACQUISITION MAP
NE1/4 S11 T3S R1W - TAX LOT 800
PAGE 1 OF 2

DATE 08/26/2021	DRAWN BY DAC	CHECKED BY JMY
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Otak

808 SW 3rd Ave., Ste. 800
Portland, Oregon 97204
Phone: (503) 287-6825
www.otak.com
project: 18341



Willamette Water Supply
Our Reliable Water

WILLAMETTE WATER SUPPLY PROGRAM
 1850 SW 170th Avenue
 Beaverton, Oregon 97003
 Phone: (503) 941-4563

ACQUISITION MAP
 NE1/4 S11 T3S R1W - TAX LOT 800
 PAGE 2 OF 2

DATE 08/26/2021	DRAWN BY DAC	CHECKED BY JMY
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Otak

808 SW 3rd Ave., Ste. 800
 Portland, Oregon 97204
 Phone: (503) 287-6825
 www.otak.com
 project: 18341

Exhibit A

Willamette Water Supply
September 24, 2021

B A DEVELOPMENT
Portion of 31W14C 00302

Temporary Access Easement

A parcel of land being a portion of that property conveyed to "B A Development" and described in Document Number 2001-006569, Clackamas County Deed Records; said parcel being more particularly described as follows:

Commencing at a 3½" Brass Cap in a monument box marked "T3S R1W 14/23" at the South one-quarter corner of Section 14; thence along the South line of said Section 14, North 88°24'54" West a distance of 854.16 feet; thence leaving said South line, along the centerline of Kinsman Road, North 01°22'34" East a distance of 243.40 feet; thence leaving said centerline, North 88°37'26" West a distance of 30.00 feet to the West Right of Way line of said Kinsman Road and the **Point of Beginning**; thence leaving said West Right of Way line, North 88°24'54" West a distance of 167.70 feet; thence 10.80 feet along a curve to the left, said curve having a radius of 20.00 feet, a central angle of 30°56'52" and a chord which bears South 76°06'40" West a distance of 10.67 feet; thence South 60°38'14" West a distance of 33.56 feet; thence 43.21 feet along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 30°56'52" and a chord which bears South 76°06'40" West a distance of 42.69 feet; thence North 88°24'54" West a distance of 65.87 feet; thence 92.80 feet along a curve to the right, said curve having a radius of 60.00 feet, a central angle of 88°37'06" and a chord which bears North 44°06'21" West a distance of 83.82 feet; thence North 00°12'12" East a distance of 6.35 feet to a point of the North line of said Doc. No. 2001-006569; thence along said North line, South 88°24'54" East a distance of 30.01 feet; thence leaving said North line, South 00°12'12" West a distance of 5.63 feet; thence 46.40 feet along a curve to the left, said curve having a radius of 30.00 feet, a central angle of 88°37'06" and a chord which bears South 44°06'21" East a distance of 41.91 feet; thence South 88°24'54" East a distance of 65.87 feet; thence 27.01 feet along a curve to the left, said curve having a radius of 50.00 feet, a central angle of 30°56'52" and a chord which bears North 76°06'40" East a distance of 26.68 feet; thence North 60°38'14" East a distance of 33.56 feet; thence 27.01 feet along a curve to the right, said curve having a radius of 50.00 feet, a central angle of 30°56'52" and a chord which bears North 76°06'40" East a distance of 26.68 feet; thence South 88°24'54" East a distance of 167.59 feet to a point on said West Right of Way line; thence along said West Right of Way line South 01°22'34" West a distance of 30.00 feet; to the **Point of Beginning**.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

The tract of land to which this description applies contains 11,901 square feet, more or less.

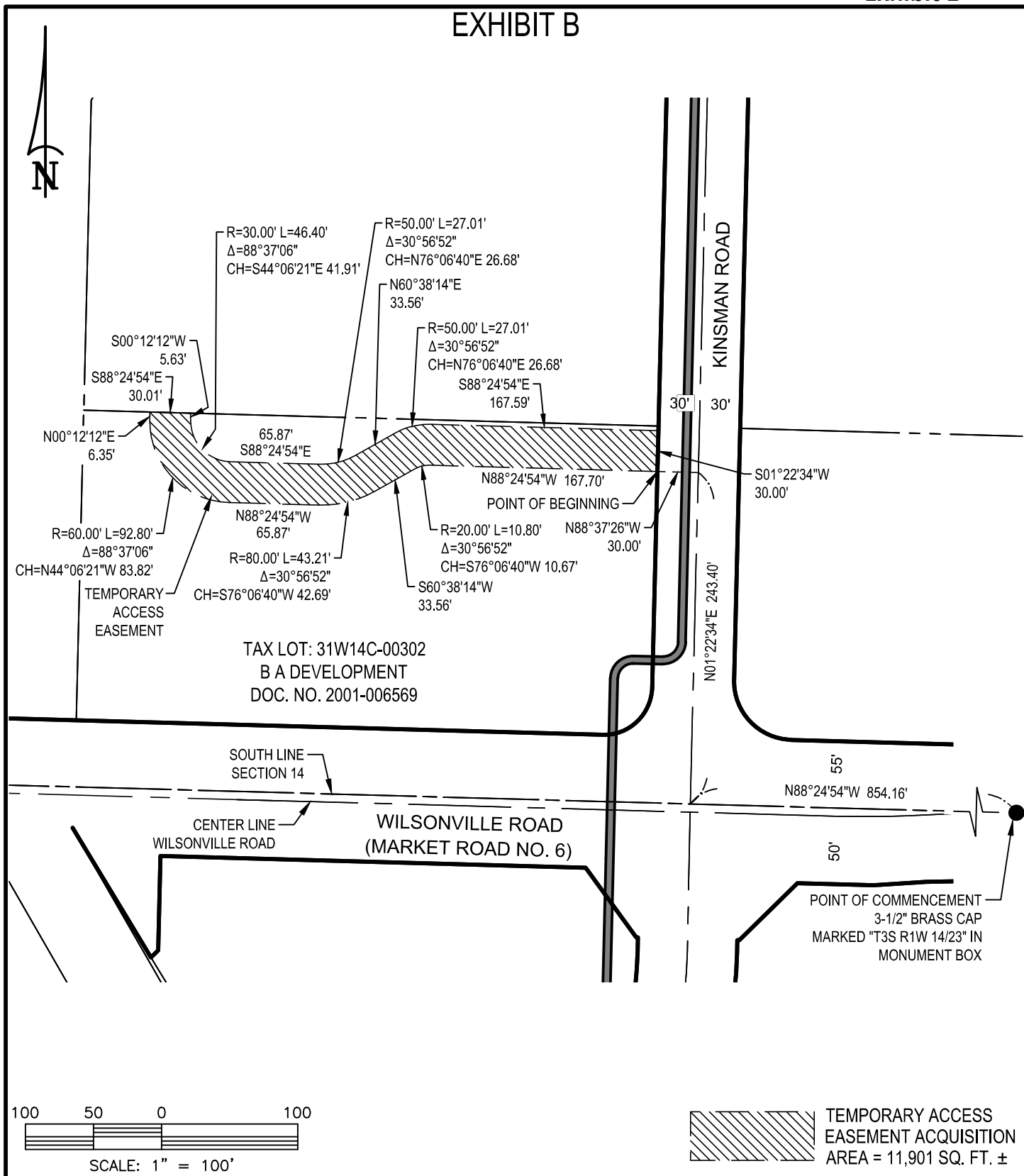
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed
2021.09.24 12:09:40-07'00'

OREGON
JANUARY 12, 2002
JON M. YAMASHITA
53760LS

RENEWS 6/30/2022

EXHIBIT B



Willamette Water Supply
Our Reliable Water
 PIPELINE MAIN STEM, SECTION 1.3
 WILLAMETTE WATER SUPPLY PROGRAM
 1850 SW 170th Avenue
 Beaverton, Oregon 97003
 Phone: (503) 941-4563

TEMPORARY ACCESS EASEMENT
 ACQUISITION MAP
 PAGE 1 OF 1
 SW1/4 S14 T3S R1W - TAX LOT 302

DATE 09/24/2021	DRAWN BY DAC	CHECKED BY JMY
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Otak

 808 SW 3rd Ave., Ste. 800
 Portland, Oregon 97204
 Phone: (503) 287-6825
 www.otak.com
 project: 18341

Willamette Water Supply

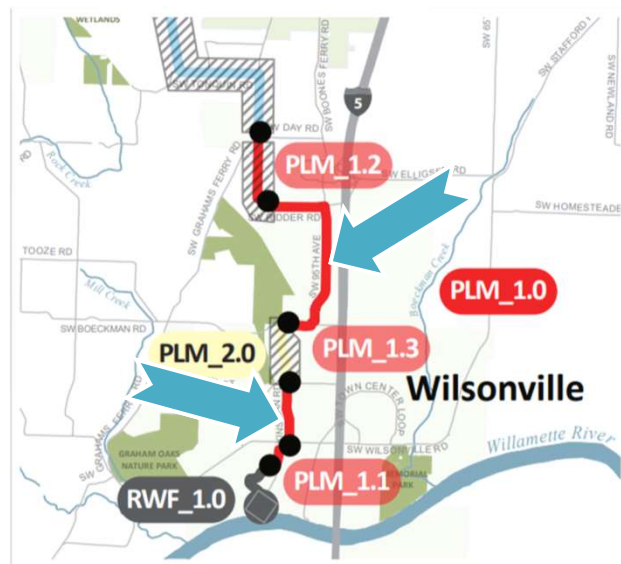
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4.B. Approve PLM_1.3 Resolution of Need – *Joelle Bennett*

October 7, 2021

1

PLM_1.3 Wilsonville Road to Garden Acres Road Project



2

QUESTIONS?

Willamette Water Supply
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3

Requested Board Action

Consider adopting Resolution No. WWSS 24-21 declaring public necessity to acquire property interests over, upon, under, and through real property for pipeline section PLM_1.3 for the Willamette Water Supply System (WWSS).

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4

STAFF REPORT

To: Board of Commissioners

From: Dave Kraska, P.E., WWSS General Manager

Date: October 7, 2021

Subject: Amendment One to the Intergovernmental Agreement between Washington County and the Willamette Water Supply System Commission Joint Design and Joint Construction of Transportation Improvements and Water Infrastructure Projects for Tualatin-Sherwood Road, Roy Rogers Road, and Cornelius Pass Road

Requested Board Action:

Consider adopting a resolution approving an amendment to the Intergovernmental Agreement between Washington County and the Willamette Water Supply System Commission Joint Design and Joint Construction of Transportation Improvements and Water Infrastructure Projects for Tualatin-Sherwood Road, Roy Rogers Road, and Cornelius Pass Road (Master Project Coordination IGA).

Key Concepts:

- The Willamette Water Supply Program (WWSP) has strategically partnered with Washington County Land Use & Transportation (WCLUT) to deliver coordinated pipeline and roadway projects at various locations in the region.
- The Master Project Coordination IGA, executed in January 2020, replaced the Partnering MOU and updated agreement terms such as project timing, addition of Water Infrastructure Finance and Innovation Act (WIFIA) contracting requirements, and specific guidance for use of WWSP restoration funds intended to facilitate WCLUT's completion of road design and construction projects coincident with pipeline projects on the WWSP's schedule.
- This Amendment One corrects a typographical error, updates the maximum mobilization fee as a percentage of project cost, and adds a new term conferring eminent domain authority to WCLUT for WWSS property needs on partnered projects.

Background:

Establishing effective partnerships has been an objective for the WWSP since its inception. With the support of the Willamette Water Supply System (WWSS) Commission partner agencies, WWSP has established a strong partnership with WCLUT allowing for the design and construction of multiple pipeline projects in conjunction with WCLUT roadway projects.

The Master Project Coordination IGA was executed in January 2020 and staff are continuing to execute the terms of this agreement as they deliver the partnered pipeline and roadway projects. The IGA replaced the Partnering MOU and updated agreement terms such as project timing, addition of Water Infrastructure Finance and Innovation Act (WIFIA) contracting requirements, and specific guidance for use of WWSP restoration funds intended to facilitate WCLUT's completion of road design and construction projects coincident with pipeline projects on the WWSP's schedule.

Amendment One to the WCLUT Master Project Coordination IGA

October 7, 2021

Page 2 of 3

Through this design and construction delivery coordination, several terms in the agreement have been identified as requiring updates or additions. This proposed amendment enacts the following changes:

- Corrects a typographical error in Section 1.1.5
- Updates the maximum mobilization fee as a percentage of project cost to more accurately represent current bidding conditions in Section 4.2.4
- Adds a new term conferring eminent domain authority to WCLUT for WWSS property needs on partnered projects in Section 3.7

Budget Impact:

No budgetary impact. The funds for these efforts, including the increase in allowable mobilization cost, are included in the WWSP Baseline budget.

Staff Contact Information:

Dave Kraska, P.E., WWSS General Manager, 503-941-4561, david.kraska@tvwd.org

Joelle Bennett, P.E., WWSP Assistant Program Director, 503-941-4577, joelle.bennett@tvwd.org

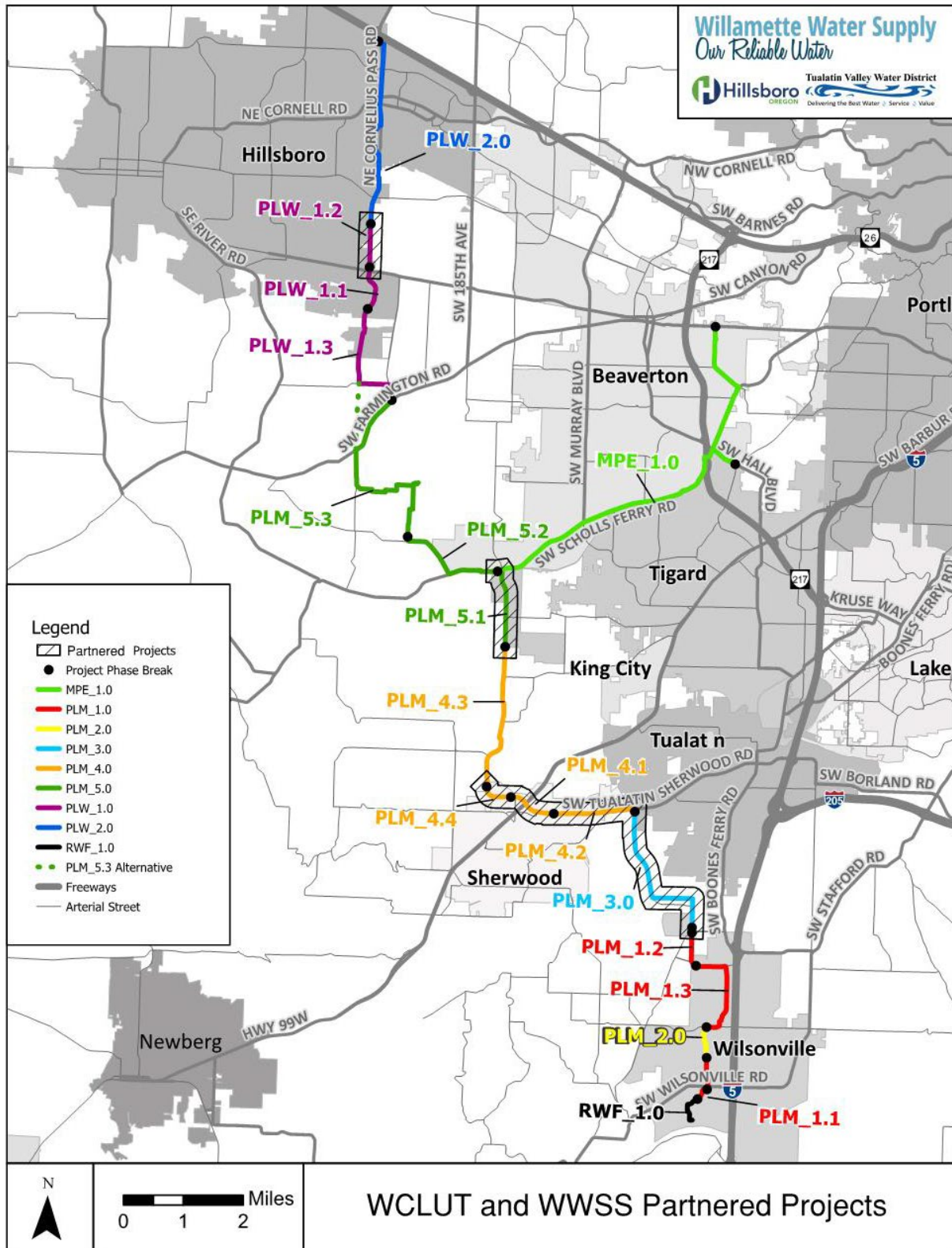
Attachments:

Map of WCLUT and WWSS partnership projects

Proposed Resolution

Exhibit 1: Amendment One to the Intergovernmental Agreement between Washington County and the Willamette Water Supply System Commission Joint Design and Joint Construction of Transportation Improvements and Water Infrastructure Projects for Tualatin-Sherwood Road, Roy Rogers Road, and Cornelius Pass Road

Project area map:



Willamette Water Supply System Commission

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RESOLUTION NO. WWSS-25-21

A RESOLUTION APPROVING AMENDMENT ONE TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY AND THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION JOINT DESIGN AND JOINT CONSTRUCTION OF TRANSPORTATION IMPROVEMENTS AND WATER INFRASTRUCTURE PROJECTS FOR TUALATIN-SHERWOOD ROAD, ROY ROGERS ROAD, AND CORNELIUS PASS ROAD.

WHEREAS, in November of 2016, Tualatin Valley Water District (“TVWD”) and the City of Hillsboro (“Hillsboro”), acting as the Willamette Water Supply Program (“WWSP”), entered into a memorandum of understanding with Washington County Land Use and Transportation (“WCLUT”) to provide a mechanism by which WWSP and WCLUT could deliver coordinated pipeline and roadway projects at various locations in the region (the “Partnering MOU”); and

WHEREAS, pursuant to the Partnering MOU, in January of 2020, Willamette Water Supply System Commission and WCLUT entered into an Intergovernmental Agreement for the Joint Design and Joint Construction of Transportation Improvements and Water Infrastructure Projects for Tualatin-Sherwood Road, Roy Rogers Road, and Cornelius Pass Road (Master Project Coordination IGA); and

WHEREAS, the parties desire to amend, for the first time, the Master Project Coordination IGA in order to clarify certain terms;

NOW, THEREFORE, BE IT RESOLVED BY THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION THAT:

Section 1: The Amendment One to the Master Project Coordination IGA attached hereto as Exhibit 1 and incorporated herein by this reference is approved.

Section 2: The General Manager is hereby directed to work with the Commission’s legal counsel to finalize the agreement, including by making any non-substantive changes to the form and format, and is authorized to execute the Agreement on behalf of the Commission.

Approved and adopted at a regular meeting held on the 7th day of October 2021.

David Judah, Chair

James Duggan, Vice Chair

Willamette Water Supply System Commission

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**AMENDMENT ONE TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN

**WASHINGTON COUNTY AND
THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION
FOR THE WILLAMETTE WATER SUPPLY PROGRAM**

**JOINT DESIGN AND JOINT CONSTRUCTION OF TRANSPORTATION IMPROVEMENTS
AND WATER INFRASTRUCTURE PROJECTS FOR TUALATIN-SHERWOOD ROAD,
ROY ROGERS ROAD, AND CORNELIUS PASS ROAD**

This Amendment One ("Amendment") is made and entered into between Washington County, a political subdivision of the State of Oregon, acting by and through its Board of County Commissioners, hereinafter referred to as "County", and the Willamette Water Supply System Commission, an Oregon intergovernmental entity, hereinafter referred to as the "WWSS Commission". Each entity may be referred to hereinafter individually as a "Party" and collectively as "Parties."

RECITALS

- A. WHEREAS, the County and the WWSS Commission previously entered into the Intergovernmental Agreement for Joint Design and Joint Construction of Transportation Improvements and Water Infrastructure Projects for Tualatin Sherwood Road, Roy Rogers Road, and Cornelius Pass Road, executed on January 21, 2020 ("Agreement"); and
- B. WHEREAS, the Parties have executed, and intend to continue executing, specific project agreements under the Agreement ("Partnering IGAs"); and
- C. WHEREAS, the Parties desire to amend the Agreement to reflect various administrative changes in the development of the Project, as that term is defined in the Agreement and to correct one typographical error in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants set forth below, the Parties amend the Agreement as follows:

- 1. Section 1.1.5 is hereby corrected to reflect the accurate name WWSS Commission gives to the project identified in that section, and that section shall read in its entirety as follows:
 - 1.1.5. Cornelius Pass Road (Frances Street to Tualatin Valley Highway) and PLW_1.2 South Hillsboro Pipeline Projects.
- 2. Add under Article III – Project Delivery Framework the following new section 3.7 is added, which shall read in its entirety:
 - 3.7 WWSS Commission hereby delegates to County the authority to act on behalf of

WWSS Commission with respect to the acquisition of any property interest necessary to construct the Waterline Work, including WWSS Commission's power of eminent domain. WWSS Commission shall, pursuant to the terms of a Partnering IGA, reimburse County for easements, rights-of-way, and associated costs necessary for the construction of the Waterline Work, beyond those being acquired by County for the Road Work.

- 3.7.1 In the event COUNTY determines that the COUNTY cannot legally acquire an easement, right-of-way, or other property interest to facilitate the construction of the Waterline Work beyond the needs of the Road Work, without a declaration of necessity for such interest, the COUNTY shall request WWSS Commission to make such declaration prior to proceeding. Upon such request, the Parties will negotiate in good faith to determine the timing of the WWSS Commission declaration.
 - 3.7.2 To the extent allowed by law, WWSS Commission agrees to hold harmless, indemnify, and forever release the COUNTY, the Board of County Commissioners, its officers, employees, and agents from any and all liabilities, judgments, demands, actions, claims, including delay claims, suits, or costs of any kind or nature brought by any person based on a theory that COUNTY lacks proper authority and delegation to acquire any property interest for WWSS Commission to facilitate the construction of the Waterline Work beyond the needs of the Road Work.
3. Section 4.2.4 is hereby updated with the updated mobilization cost percentage, and that section shall read in its entirety as follows:
 - 4.2.4. The Shared Costs will be negotiated by the Parties' design teams and documented in a spreadsheet that itemizes each of the Shared Cost bid items. The cost shares for each of the shared items will reflect the extent to which each item is related to the Waterline Work or the Road Work. All costs associated with compliance, implementation, or enforcement of WIFIA Program Requirements will be attributed solely to the Waterline Work and shall not be considered Shared Costs. The Parties agree to a standardized use of 10.0%, as a maximum, of construction costs for shared mobilization costs.
4. To the extent that the provisions of this Amendment One are inconsistent with the provisions of the Agreement or a Partnering IGA, the Parties intend for this Amendment One to be controlling. The Parties do not intend for this Amendment One to affect, modify, repeal, replace, or amend any other term, condition, or provision of the Agreement or a Partnering IGA, which shall remain in full force and effect subject to this Amendment One.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year hereinafter written.

WASHINGTON COUNTY, OREGON

**WILLAMETTE WATER SUPPLY
SYSTEM COMMISSION**

By _____

By _____

Print Name: Ruth Osuna,
As Its Deputy County Administrator

Print Name: David Kraska,
As Its General Manager

Date _____

Date _____

Willamette Water Supply System Commission

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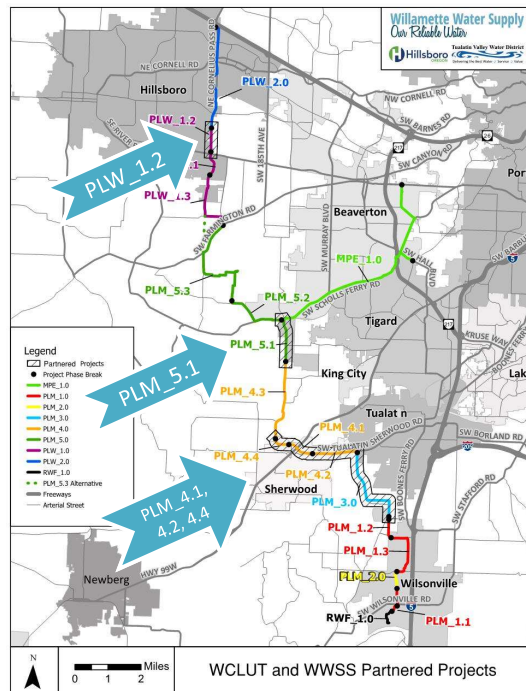
4.C. Adopt WCLUT Master Coordination IGA Amendment 1 – *Dave Kraska*

October 7, 2021

1

WWSP/WCLUT Partnership Projects

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2

QUESTIONS?

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3

Requested Board Action

Consider adopting Resolution No. WWSS 25-21 approving Amendment One to the Intergovernmental Agreement between Washington County and the Willamette Water Supply System Commission Joint Design and Joint Construction of Transportation Improvements and Water Infrastructure Projects for Tualatin-Sherwood Road, Roy Rogers Road, and Cornelius Pass Road.

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4

STAFF REPORT

To: WWSS Board of Commissioners

From: Joelle Bennett, P.E., WWSP Assistant Program Director

Date: October 7, 2021

Subject: Anticipated Business Agenda Items for the November 2021 meeting of the WWSS Board of Commissioners

Key Concepts:

The next Willamette Water Supply System (WWSS) Commission Board meeting agenda is anticipated to include staff recommendations for the following business agenda items:

1. Adopt PLM_1.3 Resolution of Need (fourth supplemental approval)
2. Adopt RES_1.0 WCLUT Grabhorn Road Realignment IGA
3. Adopt PLM_4.4 WCLUT Roy Rogers Road Construction IGA

Background:

The following actions are anticipated business agenda items for the November 4, 2021, meeting of the WWSS Board of Commissioners. Due to the dynamic nature of the WWSS work, request for approval of some items may be delayed or new items may emerge on the business agenda next month. WWSS staff strive to provide preliminary information one month prior to requesting action and a full staff report describing the recommended action during the appropriate month.

1. Adopt PLM_1.3 Supplemental Resolution of Need (fourth supplemental approval)

WWSS staff are ready to initiate additional property acquisitions for pipeline section PLM_1.3, located in Wilsonville along SW Kinsman Road as well as SW Boeckman Road, SW 95th Avenue, and SW Ridder Road. The WWSP has progressed the design of this pipeline section to enable identification of property requirements for construction and long-term operation and maintenance of the pipeline. The pipeline alignment was selected through an extensive alternatives evaluation, and the preferred location was selected based upon the best interests of the public and the least injury to private property owners. The proposed resolution will enable the initiation of the property acquisition process, including negotiations with the Property owner and any other applicable interest holders.

At the next WWSS Board meeting, WWSP staff plan to present the project area and easement need, with a recommendation to the Board to adopt the Resolution of Public Necessity to allow WWSP staff to begin the process to acquire additional permanent and temporary construction easements for PLM_1.3.

2. Adopt RES_1.0 WCLUT Grabhorn Road Realignment IGA

The WWSS currently owns property adjacent to the RES_1.0 site that will be used for construction staging and pipeline construction. At this same location, WCLUT is planning for roadway improvements on Grabhorn Road, as conceptualized in the Cooper Mountain Community Plan. This IGA establishes coordination and

cooperation between WWSS and WCLUT to support WWSS RES_1.0 construction and WCLUT future plans for the Grabhorn Road realignment.

At the next WWSS Board meeting, WWSP staff plan to present the proposed intergovernmental agreement with a recommendation to the Board to adopt it through resolution.

3. Adopt PLM_4.4 WCLUT Roy Rogers Road Construction IGA

The design of the WWSS and WCLUT partnered project PLM_4.4 on SW Roy Rogers Road, from Borchers Drive to Chicken Creek, is nearly complete, and WWSS and Washington County are readying bidding documents. The construction IGA will specify how the two projects will be constructed together and define each agency's specific responsibilities. Washington County will be the lead agency.

At the next WWSS Board meeting, WWSP staff plan to present the proposed intergovernmental agreement with a recommendation to the Board to adopt it through resolution.

Budget Impact:

Anticipated costs for all of the actions described are reflected in the WWSP FY2022 budget.

Staff Contact Information:

Dave Kraska, P.E., WWSS General Manager, 503-941-4561, david.kraska@tvwd.org

Joelle Bennett, P.E., WWSP Assistant Director, 503-941-4577, joelle.bennett@tvwd.org

Attachments:

None.

Approvals and Procurement Forecast: September 2021 through November 2021

This report provides a three-month projection of (1) forthcoming actions under the WWSS Management Authority Matrix and (2) ongoing and forthcoming procurements.

a = Actual date
e = Email approval
FC = Finance Committee
LCRB = Local Contract Review Board
MC = Management Committee
N/A = Not applicable
OC = Operations Committee

Rec. = Recommendation
t = Tentative date
TBD = To be determined; sufficient information not available to project a date
Note: Dates in red text indicate meetings needed outside the normal meeting schedule

Type	Description	Projected Action	Body/Position (projected action date)		
			Program Director	WWSS Committees	WWSS Board
Program Baseline or Related Plans (above Program Director's Authority)	1. None	Approve	N/A	N/A	N/A
		Execute	N/A	N/A	N/A
Real Estate	2. PLW_1.3 Resolution of Need (third supplemental approval)	Approve	N/A	MC: 8/19/2021 a	9/2/2021 a
	3. PLM_1.3 Resolution of Need (second supplemental approval)	Approve	N/A	MC: 8/19/2021 a	9/2/2021 a
	4. MPE_1.3 Resolution of Need	Approve	N/A	MC: 9/23/2021 t	10/7/2021 t
	5. PLM_1.3 Resolution of Need (third supplemental approval)	Approve	N/A	MC: 9/23/2021 t	10/7/2021 t
	6. PLM_1.3 Resolution of Need (fourth supplemental approval)	Approve	N/A	MC: 10/21/2021 t	11/4/2021 t
	IGAs, MOUs, Permit Commitments, & Similar Agreements	7. DCS_1.0 Sherwood Broadband Services IGA	Approve	N/A	MC: 3/18/2021 a
		Execute	9/30/2021 t	N/A	N/A
8. PLW_2.0 Settlement Agreement with Metro and Hillsboro for OWNP		Approve	N/A	MC: 4/22/2021 a	5/6/2021 a
		Execute	9/30/2021 t	N/A	N/A
9. PLM_1.3 BPA Reimbursement Agreement		Approve	N/A	MC: 5/20/2021 a	6/3/2021 a
		Execute	9/30/2021 t	N/A	N/A
10. PLW_1.2 WCLUT Construction IGA		Approve	N/A	MC: 8/19/2021 a	9/2/2021 a
		Execute	9/30/2021 t	N/A	N/A
11. PLM_1.0 Wilsonville Ground Lease Amendment 1		Approve	N/A	MC: 8/19/2021 a	9/2/2021 a
		Execute	9/30/2021 t	N/A	N/A
12. Master Coordination Agreement with WCLUT Amendment 1		Approve	N/A	MC: 9/23/2021 t	10/7/2021 t
		Execute	11/30/2021 t	N/A	N/A
13. RES_1.0 WCLUT Grabhorn Road Realignment IGA		Approve	N/A	MC: 10/21/2021 t	11/4/2021 t
		Execute	11/30/2021 t	N/A	N/A
14. PLM_4.4 WCLUT Construction IGA		Approve	N/A	MC: 10/21/2021 t	11/4/2021 t
	Execute	12/30/2021 t	N/A	N/A	
15. PLM_4.2 WCLUT Construction IGA	Approve	N/A	MC: 1/20/2022 t	2/3/2022 t	
	Execute	2/28/2022 t	N/A	N/A	

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Type	Description	Projecte d Action	Body/Position (projected action date)		
			Program Director	WWSS Committees	WWSS Board
Contracts (above Program Director's Authority)	16. None	Approve	N/A	N/A	N/A
		Execute	N/A	N/A	N/A
Contract Amendments and Change Orders (above Program Director's Authority)	17. RES_1.0/PLM_5.3 GMP for Pipeline Materials Goal: Secure pipe, valves, and vaults to construct RES_1.0 and PLM_5.3 Value: \$19.05M Contractor: Hoffman-Fowler, LLC	Approve	N/A	MC: 8/19/2021 a	9/2/2021 a
		Execute	9/30/2021 t	N/A	N/A
	18. RES_1.0/PLM_5.3 GMP for Construction Goal: Construct RES_1.0 and PLM_5.3 Value: \$103.8M (estimated) Contractor: Hoffman-Fowler, LLC	Approve	N/A	12/16/2021 t	1/6/2022 t
		Execute	1/10/2022 t	TBA	N/A
Local Contract Review Board (LCRB) Actions	19. None	Approve	N/A	N/A	N/A

**Willamette Water Supply System Commission
Board Meeting**

October 4, 2021
