



**Lake Oswego Tigard Water Partnership
Summary of Oversight Committee Meeting
January 13, 2020**

Present:

City of Lake Oswego: **Oversight Committee:** Mayor Studebaker, Councilor Manz
Staff: Kari Duncan, Erica Rooney

City of Tigard: **Oversight Committee:** Councilor Goodhouse, Councilor Newton
Staff: John Goodrich, Brian Rager, Marty Wine

Consultants: Adam Sussman, Kim Grigsby – GSI Water Solutions

Guests: Mrs. Studebaker

1. CALL TO ORDER/ROLL CALL

Vice Chair Goodhouse called the meeting of the Lake Oswego Tigard Water Partnership Oversight Committee to order at 5:33 p.m. in the Red Rock Creek Conference Room at Tigard City Hall, 13125 SW Hall Blvd, Tigard OR 97223. (Chair Manz arrived at 5:40 pm)

2. APPROVAL OF MINUTES OF MEETING HELD OCTOBER 23, 2019

Mayor Studebaker made a motion to approve the minutes of the October 23, 2019 meeting. **Councilor Newton** seconded the motion. Motion passed.

3. PUBLIC COMMENT

None.

4. OLD BUSINESS

4.1 Water Rights Extension Remand

Mr. Goodrich reported there was no new information regarding the water rights extension remand. The review deadline was January 7 and there had been no word regarding another extension request from WaterWatch.

4.2 Operations Committee Activities Report

Ms. Duncan referenced the report in the meeting packet and reviewed the material.

5. NEW BUSINESS

5.1 Water Management and Conservation Plan (WMCP)

Adam Sussman from GSI Water Solutions introduced himself and Kim Grigsby and explained they both previously worked for the Oregon Water Resources Department (OWRD) and he had been working with the City of Lake Oswego since 2007 and GSI had been working with the City of Tigard on the ASR system for quite some time. He explained the WMCP was a requirement of the OWRD so water providers develop plans to ensure public waters are used efficiently, to encourage implementation of water management and conservation measures, and to require water supply planning. He explained both cities had their own WMCP and now the plans would be combined and updated for the water rights permit extension. The contents of the WMCP include descriptions of the water supplier, water management and conservation measures, water curtailment plan, and water demand projections. He noted GSI had developed many WMCPs for water providers but it was rare to have done a joint plan. OWRD encourages joint plans in regional systems because it's efficient and allows resources to be strategically managed.

Ms. Grigsby explained the Water Supplier Description section of the plan included data regarding water demand average and peaks, water consumption by demographic, per capita demands which showed in Lake Oswego between 2001 and 2008 the average gallons per capita per day (gpcd) was 170 but from 2009 to 2017 it dropped to 139 gpcd indicating conservation efforts had been successful. Tigard's average from 2010 to 2017 was 91.1 gpcd. The OWRD requires a series of conservation programs of water providers in their WMCP including annual water audits, system-wide metering, meter testing and maintenance, unit-based billing, leak detection and repair, and public education. Benchmarks must be provided for each of the categories to call out additional activities the cities plans to conduct over the next five years. Both cities continue to conduct annual water audits and in addition, Lake Oswego will conduct an AWWA M36 water audit. **Councilor Newton** asked what the AWWA audit was. **Ms. Duncan** responded it was a software system AWWA provides to help municipalities go through a more detailed water audit and helps search for possible areas of water loss. Lake Oswego has a higher percentage of unaccounted for water that could be leaked or not billed, than Tigard has. Both cities conduct system-wide metering and meter testing. Once Lake Oswego completes the conversion to the AMI system a plan for addressing raw water meter accuracy will be developed. Both cities use unit-based billing, based in part on consumption and both cities have leak detection and repair programs. Lake Oswego will conduct a more in-depth leak detection survey and will report to OWRD potential factors for water loss and remedies. **Ms. Grigsby** noted regarding public education, the cities share a full time water conservation specialist and align their conservation messaging and promotions.

Ms. Grigsby explained the joint curtailment plan was an opportunity for the two cities to reiterate the partnership. The plan contains four stages increasing in severity from less severe to critical emergency. The first stage occurs when supply from the Clackamas River is less than 110% of the cities' demands. The second stage is based on the order for the extension of the two water rights permits which require when the calculated flow at the mouth of the river is less than 650 cfs between July 1 and Labor Day, the cities must implement the first mandatory stage of their curtailment plan. Stage 3 occurs when flows in the Clackamas River are less than 100% of the cities' demands or if there is a minor system failure. Stage 4 would be implemented when the flows are less than 50% of the cities demands or there were a major system failure or contamination. Curtailment action for stage 1 would be voluntary water reductions. Stages 2 - 4 are mandatory. During stage 2 certain water use by cities would be prohibited like flushing pipes and washing city vehicles. Once stage 2 is triggered it remains in effect through Labor Day. Stage 3 prohibits some outdoor uses like filling swimming pools or washing sidewalks and limits when irrigation is used. Stage 4 prohibits all uses except for human consumption and sanitation. **Ms. Grigsby** explained the joint response to curtailment

by the cities. When supply reaches 110% of demand, the cities would prepare for joint curtailment and coordinate and prepare for use of alternate sources like ASRs and inter-ties. When supply falls to less than 100% of demand ASRs would be activated and curtailment would be initiated. In the event that Clackamas River water were not available, the cities would purchase emergency supplies through interties and ASRs. **Councilor Newton** inquired about the level of detail in the curtailment plan. **Ms. Duncan** responded that while every possible scenario was not outlined in the plan, general responses to access other water sources were addressed in the plan. **Mr. Goodrich** added that key components were in the works and changing so finite details would be premature at this point. In 2026 the Willamette Supply would be available with a connection in Tigard and hopefully a negotiated supplemental or emergency supply agreement would be in place. Also, Portland would be making changes to their system that may or may not change Tigard's access to Portland water.

Ms. Grigsby stated the final part of the WMCP brings together the components of supply, projected demand, water rights, conservation, and produces projections for 10 and 20 years out. **Councilor Manz** asked if the projections took into consideration HB 2001 regarding eliminating residential zoning restrictions which could increase density. **Ms. Grigsby** stated the population projections were from each City's Master Plan and since the Bill is new, the projections likely didn't account for increased density resulting from the Bill. She noted the projected demand for 2029 was a total 34.7 mgd and included 4 mgd based on the Agreement with West Linn to be able to provide them emergency water. The same projection for 2039 was 37.3 mgd. To meet those demands, in addition to current water rights, Lake Oswego requested rights to 25 cfs (16mgd) under one permit and 7.7 cfs (5mgd) under another, which would meet the maximum daily demand in 2039. **Mr. Sussman** said when the final order to approve the permit extension is issued, the WMCP would be submitted to OWRD which would issue a final order approving the WMCP and "green light water". **Councilor Goodhouse** asked if curtailment would fall into total water use or by certificate. **Mr. Sussman** replied curtailment was based on water supply vs. demand. **Ms. Duncan** stated some curtailment conditions were based on green light water. The total requested was 37.3 mgd of water and currently 16.5 mgd is green light water based on water rights extension process. There are some curtailment triggers which curtail how much green light water is requested. If less water was requested it would start at that ceiling. It's based on the total amount of water rights and some of the conditions will take a certain percentage off the top of the total water rights. **Councilor Goodhouse** asked when more water rights are used if the curtailment gap narrows. **Ms. Duncan** responded the closer to using the maximum amount of water available, the more likely curtailment would have an impact. The more water used from the river, the greater the impact, the more pressure to reduce use. Some models have been developed for reference when the river level gets lower. They address how much is in the river, how much is being used, and if they are nearing curtailment trigger levels. **Ms. Grigsby** recapped when the extension orders are approved there would be a requirement to submit a WMCP at which time it will be turned in to OWRD for approval and access to green light water. **Mr. Sussman** added the order would require the plan be updated every 10 years and would also require a progress report after five years to measure benchmarks met.

5.2 LO-Tigard Partnership Operating Agreement Staff Progress Update

Mr. Goodrich reviewed at the previous Oversight Committee meeting there had been discussion regarding Article 15 of the IGA and staff was to start working on a framework to share at this meeting. Tigard and Lake Oswego staff met to develop a framework based on present and past Oversight Committee discussions. **Mr. Goodrich** cited the Tualatin Valley Water District (TVWD) model which is comprised of seven different entities including cities and special districts and how they came to "principles of agreement". He continued that at the staff level Lake Oswego and Tigard had found areas of agreement and put together a framework to share with the two Councils to make sure the work moving forward on the agreement was on point. Staff and City Attorneys from both cities met December 17 and discussed the concept of principles of agreement. The Lake

Oswego City Attorney was tasked with reviewing what was developed and create something more robust from the discussion points. **Ms. Duncan** clarified that Tigard staff developed the initial proposed principles of agreement and then Lake Oswego staff worked on the refinement to address the priorities of the Partnership; what do the two cities agree on, what are the guidelines in looking in to what items may want to be amended or changed. She opined it would be a succinct and helpful document to provide a framework to address the common issues and priorities that bring the two cities together. **Councilor Newton** asked if it would be an amendment to the existing agreement or a new agreement. **Ms. Rooney** replied the principles were not the agreement itself and what the final agreement would look like had yet to be determined. **Mr. Goodrich** stated that based on feedback received from the both City Attorneys, the next step would be to hold a workshop in March or April. The principles of agreement document would be distributed the week before the workshop so committee members are able review and pose any questions to staff. Both City Attorneys felt it was too soon to bring on a facilitator but if there was an impasse at some point during the process that would be the time to engage a facilitator. **Councilor Manz** inquired as to next steps following the workshop. **Ms. Duncan** responded the first step would be to finalize the principles of agreement document to the satisfaction of both cities then examine the IGA. She noted during the process she had often found answers to some of the issues and questions that had come up were in the existing IGA. **Councilor Goodhouse** asked about addressing the role of the Oversight Committee and changing to a Governing body. **Councilor Manz** felt they weren't at that point yet. **Councilor Goodhouse** asked if there was agreement that was the direction the committee would like to move and if that would be part of the workshop discussions. **Ms. Duncan** stated they hadn't gotten to the discussion point of creating another section of government she was unsure that this was the direction the oversight committee wanted to go at this time. **Councilor Goodhouse** clarified it wouldn't be a separate entity but more of a transition of the existing board from oversight to governing for issues like curtailment, contracts, and spending but Lake Oswego would continue as the operating partner. **Councilor Manz** opined as they move through the process it would become clearer what structure would be appropriate. **Mr. Rager** stated the process would determine all of the provisions to be addressed and then the tail end of the discussion would drive what the roll of future committee/board would be. **Mayor Studebaker** voiced concern over changing a model that was working well and said he would be interested to find out what issues they feel would require change. **Councilor Goodhouse** responded there weren't currently problems to be fixed but having a governing body to address future issues when there are different elected officials and more water use would be important to have a board that can make decisions together. **Ms. Duncan** stated the current IGA states very clearly in the case of curtailment each city would curtail equally. **Councilor Goodhouse** said as staff continues to work through the process they can develop a list of issues that require more clarification under the purview of a governing board. **Councilor Newton** concurred the current situation was going fine but they were unable to anticipate what issues and decisions may arise in the future and her interest would be to set a decision making model.

5.3 River Intake Pump Station Pump 5 Contract Award Report

Ms. Duncan referenced the Council Report in the meeting packet and stated Joel Komarek had been managing the River Intake fifth pump installation project. Design occurred over the previous summer and it went out to bid in the fall with bids coming in close to or below the engineer's estimate. Stellar J Corporation had the lowest bid at \$584,500 and had been awarded the contract to procure and install the 5th pump at the intake. **Mr. Goodrich** noted Tigard's portion of the project had been budgeted. **Councilor Goodhouse** asked if the issues experienced with the first four pump motors had been considered in the design. **Ms. Duncan** affirmed and said the design of the 5th pump was kept as similar as possible to the others but amendments were made to repair and anticipate the issues with the original motors.

5.4 Budget Report

Ms. Duncan noted Tigard was headed in to budget season and Lake Oswego was a quarter of the way through their two year budget cycle. She referenced the budget report in the meeting packet and noted expenditures were a little lower than anticipated to date.

6. Future Agenda Items

6.1 OVC Workshop Operating Agreement Revision

Ms. Duncan asked if the group had a preference as to the time of day for the workshop considering it would be longer than a regular meeting. The preference was for a day time meeting.

7. ADJOURN

There being no further business, **Chair Manz** adjourned the meeting at 7:10 pm.

Next Meeting Date - TBD

Respectfully Submitted,

Susie Anderson
Administrative Assistant

Approved by the Oversight Committee:

July 13, 2020