



**Lake Oswego Tigard Water Partnership
Summary of Oversight Committee Meeting
October 11, 2021**

City of Lake Oswego: **Oversight Committee:** Mayor Buck, Councilor Manz
Staff: Erica Rooney, Bret Bienerth, Susie Anderson

City of Tigard: **Oversight Committee:** Councilor Goodhouse, Councilor Newton
Staff: Brian Rager

1. CALL TO ORDER/ROLL CALL

The meeting of the Lake Oswego Tigard Water Partnership Oversight Committee was called to order by Chair Goodhouse at 5:36 p.m. in the Pilkington Room at the Lake Oswego Operations Center, 17601 Pilkington Rd, Lake Oswego 97035.

2. APPROVAL OF MINUTES

Councilor Manz moved to approve the minutes of the meeting held July 19, 2021. **Councilor Newton** seconded the motion. Motion passed.

3. PUBLIC COMMENT

None.

4. OLD BUSINESS

4.1 Operations Committee Activity Report

Mr. Bienerth reviewed the contents of the report in the packet. He noted a dip in the number of work orders processed during the summer months due to operators working 24x7 and being spread thin during that time. Summer water use was up slightly from the previous year. **Councilor Newton** noted there were now more Tigard customers and population was anticipated to grow to between 60,000 and 70,000 over the next 10 years, mostly due to the River Terrace development. **Mr. Bienerth** stated Tigard's monthly water use started exceeding Lake Oswego's use about three years ago.

Mr. Bienerth reported the fifth pump at the River Intake was waiting for a spring plate to arrive that would control vibrations passing from the pump assembly to the motor mounted above the pump and noted delivery was taking longer than anticipated. **Councilor Manz** asked how he was feeling about supplies and parts availability. **Mr. Bienerth** explained more products were being ordered and earlier than usual. Dry chemical delivery time had gone from three weeks to 13 weeks so instead of ordering

when down to 20 bags, orders were placed when down to two pallets. Liquid chemicals were being ordered earlier but storage capacity is limited. Small instrumentation parts that tend to break often were being accumulated but they have a shelf life so they are mindful of that.

Mr. Bienenrth reported one of the finished water pumps faulted and shut down due to failed windings. It was rewound by Industrial Electric Machinery at a cost of \$21,384 and reinstalled late August. He explained the pumps run on schedules and the pump that failed had been run the hardest so it wasn't unexpected.

5. NEW BUSINESS

5.1 River Level

Mr. Bienenrth referred to the graph in the meeting packet which depicted river flow and fish flow. He explained the minimum fish flow went from 650 cubic feet per second (cfs) to 800 cfs on September 15th and there was a brief time when the fish flow and river flow intersected. September 16th and 17th were in curtailment until the rain on September 18th brought the river flow back up. He noted curtailment doesn't affect the first certificated water rights which is 16 million gallons per day (mgd) so while in curtailment less water was being taken than the certificated amount so there was no real threat of users needing to curtail. **Mayor Buck** asked what dictated the rise of the fish flow minimum. **Mr. Bienenrth** replied it was a date selected by Oregon Department of Fish and Wildlife based on the spawning season which requires a higher river level and cooler water temperature. **Councilor Goodhouse** stated there should be a campaign to remind people to turn off their irrigation after Labor Day. **Ms. Rooney** reminded him of the Clackamas River Water Providers *Fish on the Run, Irrigation Done* program. **Councilor Newton** stated she had seen social media posts for the program. **Mr. Bienenrth** noted the Lake Oswego Tigard management team recently held a meeting with the Water Conservation Specialist and planned to have a more proactive calendar with messaging preplanned and ready to go. **Councilor Goodhouse** suggested an insert in the August utility bill would be helpful.

5.2 Backup Power Study Update

Mr. Bienenrth reported the consultant had analyzed possible backup power options including on-site generator, portable generator hook-ups, solar, large batteries, hydrogen fuel cell, wind turbine, dam, and atomic reactor. The on-site generator or portable generator hook-up were the most likely options and would be explored more in depth. The solar panel option wouldn't provide enough power, even with panels installed throughout the entire nine acre property. **Mayor Buck** inquired about the fuel cell option. **Mr. Bienenrth** replied the technology hadn't been developed quite enough and diesel fuel would provide a lot of power in this application. **Mayor Buck** asked about the impact an onsite generator would have on the neighbors. **Ms. Rooney** stated the consultants would be looking in to that as they gather more information on that option but they wouldn't be contacting neighbors yet. **Councilor Goodhouse** asked how it would be funded. **Ms. Rooney** responded the Lake Oswego Council had approved the use of some of the American Rescue Plan Act funds for the project. **Councilors Goodhouse and Newton** suggested Tigard Council should consider the same. **Councilor Goodhouse** asked what the top three backup power options were. **Mr. Bienenrth** opined solar would be an interesting option because it would be available year round but wouldn't provide the necessary power. He noted both the River Intake and Water Plant would require a backup power source. It had been determined putting a full-time onsite generator at the River Intake wouldn't be feasible so likely a

portable hookup would be the chosen option there. At the plant, a full time onsite generator would probably be the best option, similar to the generator at Bonita Pump Station which is enclosed and fairly quiet. **Councilor Goodhouse** asked about the possibility of locating a generator on a larger parcel away from the River Intake and run power to the Intake. **Ms. Rooney** stated the study only included City owned property and didn't consider purchasing additional property. She said a more comprehensive overview of the two generator options would be available at the next meeting. **Councilor Goodhouse** asked what other cities across the US use for backup power. **Ms. Rooney** replied probably about 95% use diesel generators. **Mr. Bienerth** noted a lot of wastewater treatment plants were able to generate their own power from their product but water treatment plants don't have that option. **Ms. Rooney** stated both Lake Oswego Public Works and City Hall had diesel generators for backup power. **Mr. Bienerth** pointed out another consideration was fuel storage, the large amount and keeping it fresh. **Mayor Buck** inquired as to the cost of the engineering study. **Ms. Rooney** responded it was between 60 - 70K.

5.3 Proposed Agreement - Next Steps

Councilor Goodhouse stated the draft agreement had been sent to Councilor Manz and Mayor Buck and asked if it had been shared with the rest of the Council. **Councilor Manz** stated it had not been shared and proposed staff review and make recommendations and then reconvene on the topic or perhaps hold a special meeting to review the defined differences. **Councilor Goodhouse** said it was the intent that staff would review and redline and the number of discrepancies or differences would dictate next steps. If there were just a couple of issues they could be worked through online or if there were many differences, then a half-day facilitated meeting may be necessary. **Councilor Manz** opined staff including the City Manager and City Attorney, had deeper knowledge of what could and could not be done. **Mayor Buck** agreed. **Councilor Manz** asked for Tigar's proposed timeline. **Councilor Goodhouse** stated COVID had put the process behind schedule. It was initially anticipated the process would be complete over a year ago. He suggested small questions could be handled informally through email or phone and voiced his support for speeding up the process. **Councilor Newton** said the intent was for the committee members to be on the same page before bringing the proposed agreement to their respective councils. **Mayor Buck** said he didn't know how the proposed agreement was different from the current agreement and suggested something outlining the changes, the reason behind them, and intended goals would be helpful. **Councilor Newton** responded the original agreement was focused on construction and the proposed agreement among the parties was related to operations, not to be confused with the Operations Plan. She explained the proposed agreement referred to those documents like the Operations Plan, Communications Plan, and Conservation Plan. **Councilor Manz** asked if there was any reason to change the name of the Partnership and recalled a past discussion on the matter. **Councilor Goodhouse** said they were proposing more of a governing board that would consider decisions together and more equally. **Councilor Newton** stated the intent was to move from a construction oversight board to something that defines more what is happening now and indicate a change from oversight to governing and decision making. **Councilor Manz** opined oversight might segway from oversight of construction to oversight of operations. **Councilor Newton** voiced her concern with using oversight for operations and the message that might send to staff because the intent was not for the board to oversee operations. **Councilor Goodhouse** cited the current agreement states a new agreement would be created within three years of construction completion. The new agreement proposes a governing body that would oversee curtailment and all the other issues outlined in the document. **Councilor Manz** asked if in the future representatives from the two cities were unable to agree on an issue would there be a ground-rule to address that in the proposed agreement. **Councilor**

Newton responded it included a process in the event agreement couldn't be reached. **Councilor Goodhouse** added in 10 years there would be new representatives from both cities so there should be a defined set of rules and processes to follow. **Councilor Manz** acknowledged it had been a long, ongoing discussion. She opined the operation of the water treatment plant had been stellar and felt it was time to pass the proposed agreement off to staff for review and alert their respective councils that the process was underway. **Councilor Goodhouse** pointed out the Tigard auditors had voiced concern regarding Tigard's investment with no agreement indicating an equal seat at the table. **Councilor Newton** added the existing agreement didn't satisfy their auditors in terms of Tigard having a role in the decision making and oversight of operations. **Mayor Buck** asked why the current agreement wasn't sufficient. **Councilor Newton** responded it was expired and states an agreement around operations must be in place within three years after completion of construction. **Councilor Goodhouse** opined Lake Oswego had more of a say on issues than Tigard. Tigard felt operations were going well but certain decisions should to be made by both cities. **Councilor Newton** pointed out to satisfy the auditors, the proposed agreement acknowledged expenditures in the CIP would not be under this board's purview but unanticipated expenses over a certain amount would require board approval. The agreement also identified the different plans like the operations plan but acknowledged the board would not be involved in operations. Since the Oversight Committee doesn't have authority over Lake Oswego's budget there needed to be another way to acknowledge how financial decisions would be made. **Councilor Manz** suggested that was already happening. **Councilor Newton** replied it had but it wasn't written down anywhere. **Councilor Goodhouse** equated the situation to a marriage with a pre-nuptial agreement so if something went wrong, there was a plan to address it. **Councilor Newton** said the document outlines how things would be done for the auditors and future councils. **Councilor Manz** thanked them for putting together the framework and said she would prefer to move forward with the conversation after staff had an opportunity to review the proposed agreement and provide a staff report. The group agreed their respective councils should be made aware of the proposed draft agreement but not get in to the details until the committee had reached consensus. **Councilor Newton** mentioned language in the agreement regarding communication and referenced occasions when Tigard Council was not made aware of a situation until much later. The agreement cites the communication plan which was also a separate document. **Councilor Manz** asked if communication had been a problem. **Councilor Newton** responded there had been a couple of times when Tigard didn't receive information until after the fact. **Councilor Manz** asked if she were referring to staff or council. **Councilor Newton** replied council received late information and referenced instances during construction when Tigard received large invoices for expenses they weren't made aware of. She pointed out Lake Oswego communications were out of the City Manager's office, not the WTP, and to consider that when reviewing the communications section of the agreement. They were open to suggestions from Lake Oswego if they had different ideas to approach the topics in the agreement. **Mayor Buck** thought knowing the reasoning behind the proposed agreement topics would be helpful. **Councilor Goodhouse** suggested a meeting to walk through the agreement to discuss the issues and background, provide context and answer questions, sort of a presentation by Tigard to Lake Oswego. **Mayor Buck** asked if the proposed agreement was all new or more of a revamp of the old agreement. **Councilor Newton** responded the construction specific language had been removed, some parts of the old agreement remained, but it was essentially an all new agreement. **Mayor Buck** suggested a matrix outlining the identified issues and proposed solution would be helpful. **Councilor Manz** suggested after staff had an opportunity to review the document and provide comments, a meeting of the committee and each city's City Manager and City Attorney to identify issues/language they may take exception to. She would not move forward until the document had been vetted by staff. **Councilor Goodhouse** suggested before staff review, OVC hold a low-key meeting to go through the agreement and talk

through the issues and reasoning and then send it on to staff for their review. **Ms. Rooney** asked if there was a "cross-walk" to show where issues were addressed in the old document and where that language was in the new document, something that showed the topics of the original agreement and where or if they are addressed in the new document. **Councilor Goodhouse** stated that could be part of their presentation and then that information and the new document could be forwarded to Lake Oswego staff for review. **Councilor Manz** and **Mayor Buck** agreed to check in with the City Manager and City Attorney to determine next steps. **Councilor Newton** agreed to request the Tigard City Attorney develop the cross-walk and suggested meeting in November to discuss and review.

6. FUTURE AGENDA ITEMS

6.1 OVC Workshop - next steps to be determined

Ms. Rooney clarified the group would like to squeeze in the agreement meeting before the next regular meeting in January. **Councilor Goodhouse** referred to it as more of a presentation with no decisions to be made.

7. ADJOURN

There being no further business **Councilor Newton** moved to adjourn the meeting at 6:45 p.m. **Councilor** Manz seconded the motion. Motion passed.

Respectfully Submitted,

Susie Anderson
Administrative Assistant

Approved by the Oversight Committee:

January 10, 2022