



TUALATIN VALLEY
WATER DISTRICT

TVWD BOARD OF COMMISSIONERS

President Todd Sanders, PhD | Vice President Carl Fisher

Secretary Jim Doane, PE | Treasurer Elliot Lisac | Commissioner Jim Duggan, PE

Board Meeting Agenda

December 20, 2023

REGULAR SESSION – 6:00 PM – TVWD HEADQUARTERS

CALL TO ORDER

REPORTS BY THE CHIEF EXECUTIVE OFFICER AND MANAGEMENT STAFF

COMMISSIONER COMMUNICATIONS

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

PUBLIC COMMENT

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

1. CONSENT AGENDA

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

- A. Approve the November 7, 2023, work session minutes.
- B. Approve the November 15, 2023, regular meeting minutes.
- C. Approve the December 5, 2023, work session minutes.
- D. Consider a resolution establishing regular monthly meeting dates for 2024.
- E. Approval of Regional Water Providers Consortium IGA.

2. BUSINESS AGENDA



- A. Tualatin Valley Water District audit presentation and report acceptance. *Staff Report – Justin Carlton, Interim Chief Financial Officer*
- B. Chief Executive Officer employment agreement. *Staff Report – Kylie Bayer, Director of Human Resources*

3. EXECUTIVE SESSION

An executive session of the Board is called under ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

ADJOURNMENT

If you wish to attend this meeting remotely or in person, please email sam.kaufmann@tvwd.org or call 503-848-3094 by 4:30 p.m. on December 20, 2023.

The meeting is accessible to persons with disabilities and those who need qualified bilingual interpreters. A request for an interpreter for the hearing impaired, a bilingual interpreter or for other accommodations should be made at least 72 hours before the meeting to the contact listed above.

For online meeting information, Commissioner bios and more, visit tvwd.org.





TUALATIN VALLEY
WATER DISTRICT

Board Work Session Minutes

November 7, 2023

WORK SESSION – 6:00 PM

CALL TO ORDER

Commissioners Present: Jim Doane, PE; Jim Duggan, PE; Carl Fisher (arrived at 6:40PM), Elliot Lisac, Todd Sanders, PhD

Staff Present: Clark Balfour, General Counsel; Paul Matthews, Interim Chief Executive Officer; Justin Carlton, Interim Chief Finance Director; Dave Kraska, PE, Water Supply Program Director; Andrew Carlstrom, Customer Service Manager; Justin Dyke, Interim Communications and Public Affairs Supervisor; Kylie Bayer, Human Resources Director; and Sam Kaufmann, District Recorder.

ANNOUNCEMENTS

Paul Matthews presented the CEO announcements.

DISCUSSION ITEMS

- A. Willamette Water Supply System Commission Update. *Staff Report – Dave Kraska, P.E. Willamette Water Supply Program Director*

Dave Kraska gave his update on the Willamette Water Supply System Commission.

- B. Resolution Adopting Revisions to the Local Contract Review Board Rules *Staff Report – Heather Speight, Procurement and Contracts Administrator*

Heather Speight gave her presentation on the proposed revisions to the Local Contract Review Board rules.

- C. 2023 Customer Focus Groups and Communications Response Plan *Staff Report – Justin Dyke, AIC Communications & Public Affairs Supervisor*

Justin Dyke and DHM Research gave their presentation on the 2023 customer focus groups and communications response plan.

- D. Commissioner Topics

The Board directed staff to draft an employment agreement for Paul Matthews as Chief Executive Officer.

ADJOURNMENT

There being no further business, President Sanders adjourned the meeting at 7:30 PM.

Todd Sanders, President

Jim Doane, Secretary

DRAFT





1

FLUORIDATION PAUSE

Starting in early December, operations staff will temporarily pause fluoridating water in the Wolf Creek section of the District. This temporary pause is needed to allow our contractor to connect the WWSS Metzger Pipeline East to our existing Washington County Supply Line on Beaverton Hillsdale Highway. The project will require staff to temporarily bring water into the District from Portland using the Backdown System. The Backdown System operates as a backup supply system and does not include equipment for fluoridation.

Staff has started the customer notification process. For customers who receive bills, the notification process includes bill inserts and emails about the pause. The District is mailing postcards to multifamily residents who don't receive a water bill directly. Additional outreach efforts include but are not limited to social media content.

2

HOLIDAY LUNCH

Commissioners are invited to TVWD's staff annual holiday lunch to be held December 14, 12:00 pm, in the Board Room. Please let Katherine know if you are interested in attending.

3 | CEO Announcements



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JANUARY WORK SESSION

Due to the proximity of the New Year's holiday, staff recommends canceling the January 2nd work session.

4 | CEO Announcements



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BOARD COMMUNICATIONS LOG

There were no updates to the Board Communications Log this month.

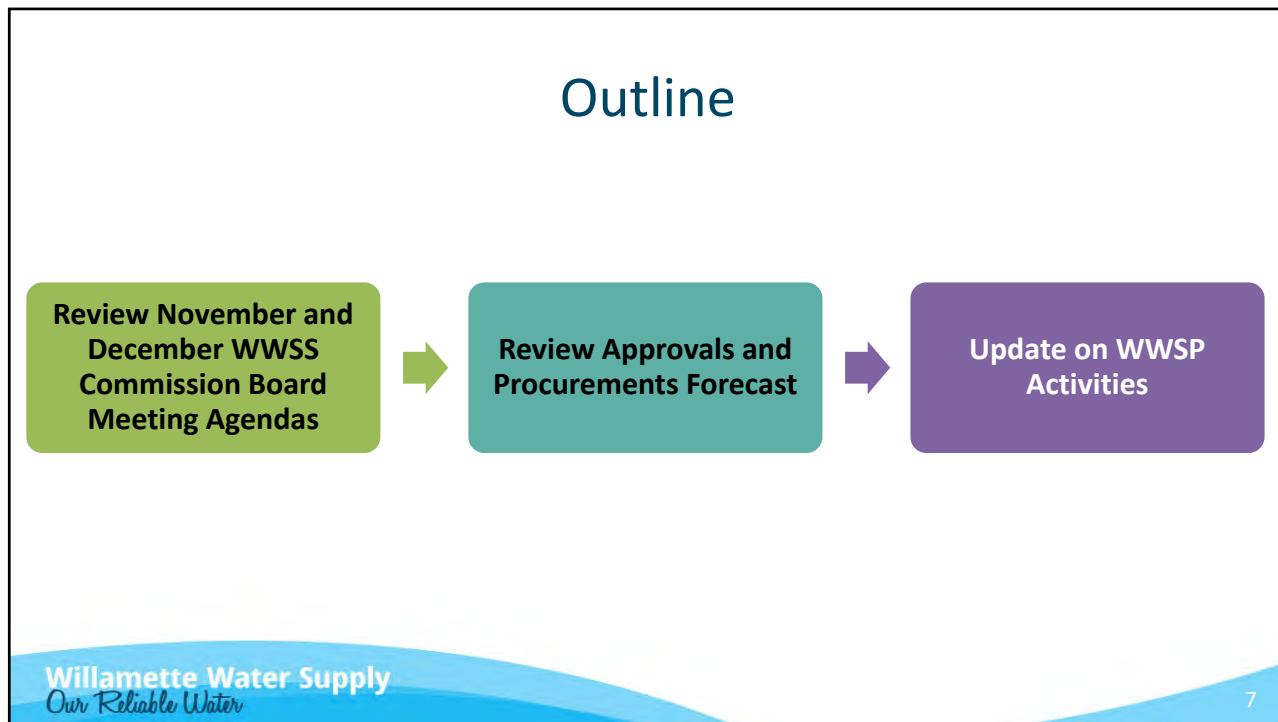
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**Willamette Water Supply System Commission
Update**

**TVWD Board Work Session
November 7, 2023**

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REVIEW NOVEMBER AND DECEMBER WWSS COMMISSION BOARD MEETING AGENDAS

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Willamette Water Supply System Commission November 2, 2023 Board Meeting Agenda

1. General Manager's Report
2. Public Comment
3. Consent Agenda
 - A. Approve the August 3, 2023 meeting minutes
4. Business Agenda
 - A. Approve Water Supply Integration Communications Plan, Toolkit, and Engagement Support
5. Information Items
 - A. Water Treatment Plant Schedule Update
 - B. Planned December Business Agenda items
 - C. The next Regular Board Meeting scheduled on December 7, 2023

Willamette Water Supply System Commission December 7, 2023 Board Meeting Agenda

1. General Manager's Report
2. Public Comment
3. Consent Agenda
 - A. Approve the November 2, 2023 meeting minutes
4. Business Agenda
 - A. Approve WTP_1.0 GMP2 Contract for Construction
5. Information Items
 - A. Water Treatment Plant Schedule Recovery Progress Update
 - B. Planned February Business Agenda items
 - C. The next Regular Board Meeting scheduled on February 1, 2024

REVIEW APPROVALS AND PROCUREMENTS FORECAST

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Approvals and Procurement Forecast for August 2023 – February 2024

Program Baseline or Related Plans

Description	Program Director	WWSS Management Committee	WWSS Commission Board
WWSP 2024 Rebaseline Schedule and Budget and WWSS Fiscal Year 2024-2025 Work Plan and Budget	N/A	1/18/2024	2/2/2024

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Approvals and Procurement Forecast for August 2023 – February 2024

Real Estate

Description	Program Director	WWSS Management Committee	WWSS Commission Board
None	--	--	--

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Approvals and Procurement Forecast for August 2023 – February 2024

IGAs, MOUs, Permit Commitments

City of Sherwood

- *WTP_1.0 Financial Security Assurance for Sherwood Public Improvements (August)*

Washington County

- *PLM_4.2 Construction IGA Amendment (October)*

City of Tigard

- *PLM_4.3 Temporary Commissioning Discharge Facility IGA (February)*

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Approvals and Procurement Forecast for August 2023 – February 2024 Contracts

Title	Goal	Value	Key Dates
Water Supply Integration Communication Plan, Toolkit, and Engagement Support	Provide communications planning, materials, and public engagement support for Water Supply Integration	\$417k	WWSS Board Approval: 11/2/2023

Approvals and Procurement Forecast for August 2023 – February 2024 Contract Amendments and Change Orders*

Title	Goal	Value	Key Dates
Communications and Outreach Service Contract Amendment	Provide continuing public outreach during the term August 1, 2023 through June 30, 2024	\$531k	WWSS Board Approval: 8/3/2023
WTP_1.0 GMP2 for Construction	Construct GMP2 scope that covers landscaping, asphalt, curbs, sidewalks, striping, signage, fencing, and finished water system commissioning	\$15 - \$20M	WWSS Board Approval: 12/7/2023

*having values higher than the Program Director's authority

Approvals and Procurement Forecast for August 2023 – February 2024

Local Contract Review Board Rule Exemption

Title	WWSS Management Committee Approval	WWSS Board Informational Item	WWSS Board Consider Approval
None	--	--	--

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WWSP Schedule Recovery Progress Update
WWSP Construction Updates

UPDATE ON WWSP ACTIVITIES

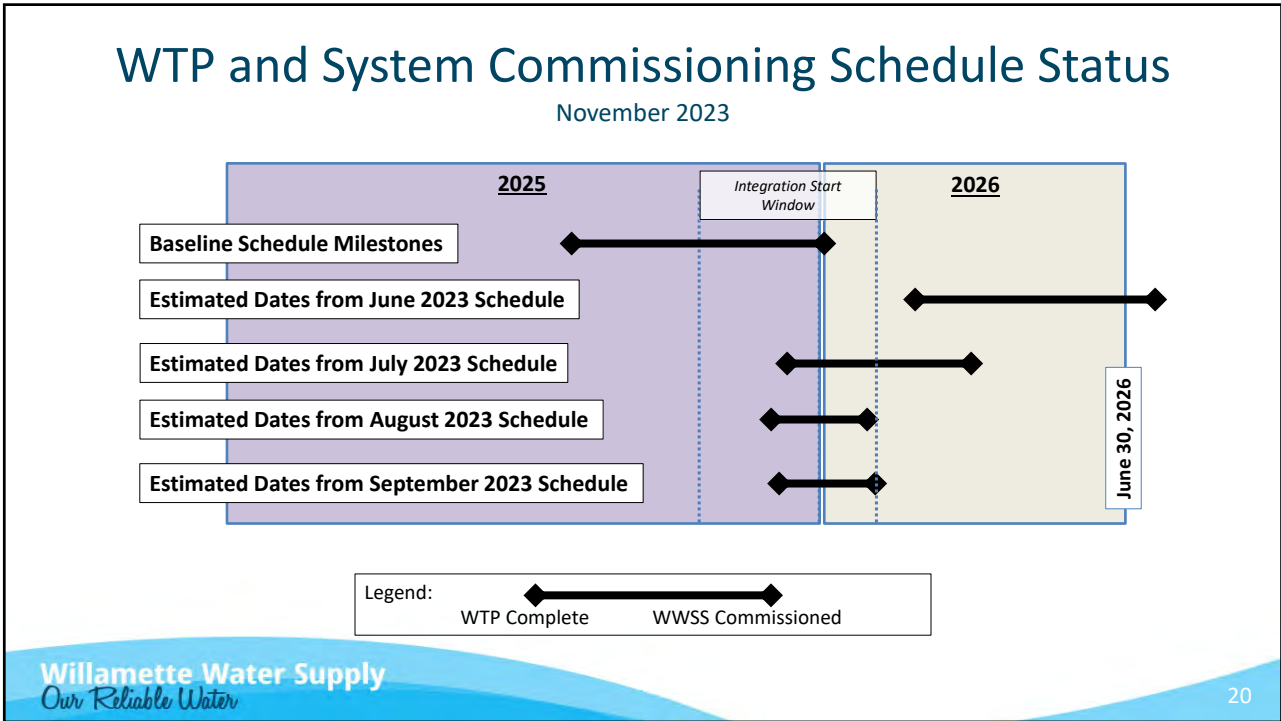
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WWSP SCHEDULE RECOVERY PROGRESS UPDATE

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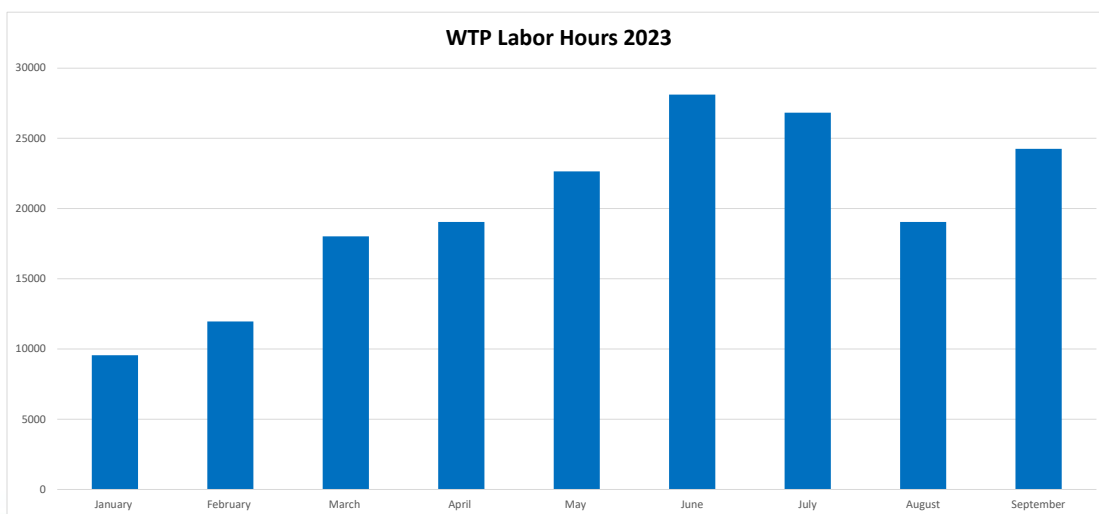
On-going Contractor Coordination

- Delay Prevention:
 - CM Team and Design Engineer prioritizing urgent field issue resolution
 - Weekly RFI and submittal prioritization with Contractor, Design Engineer, and CM Team
 - CM Team participation in subcontractor coordination meetings
- Schedule Recovery Activities

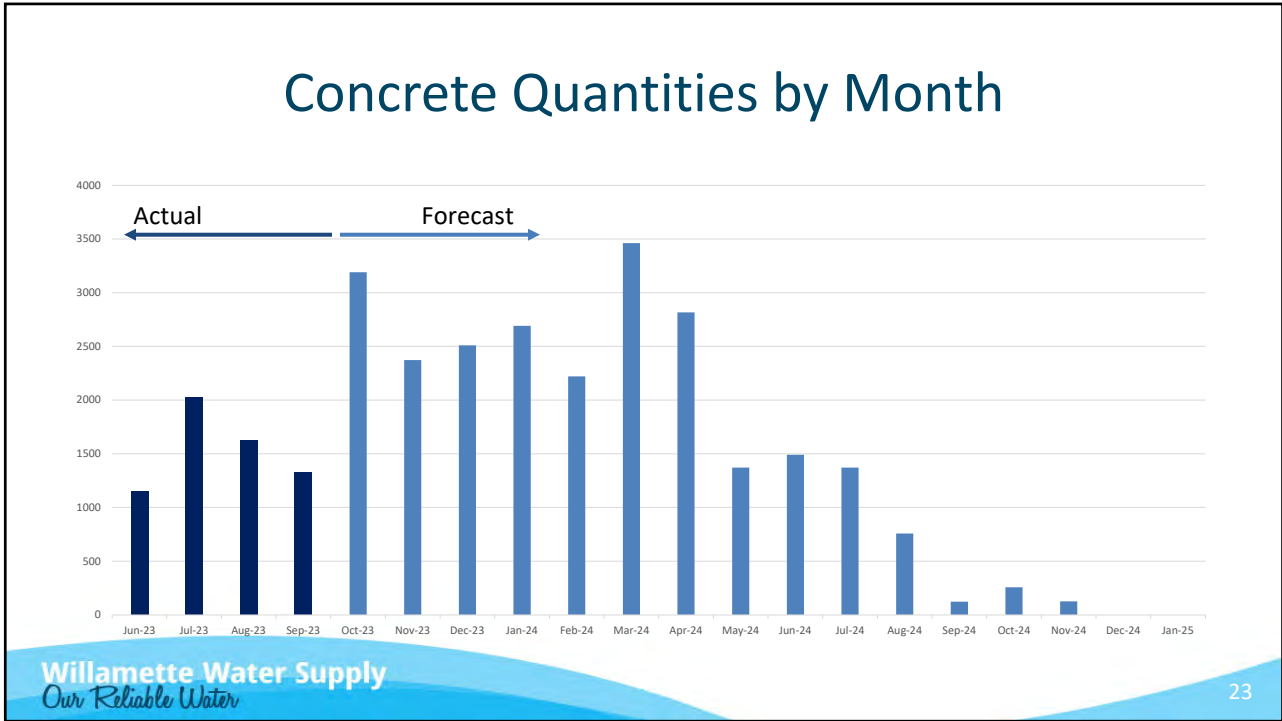
Activity	Status	Potential Schedule Improvement	Potential Cost Impact
Optimizing schedule logic for future activities	Ongoing through early 2024	None to Medium	0
Construction technique changes	Go / No-Go by end of 2023	Low to Medium	\$
Coating product substitution	Go / No-Go by end of 2023	None to Low	\$
6-day workweek or second shifts for certain trades	In review through end 2023	Medium to High	\$\$

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WTP_1.0 Craft Labor Force



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WWSP CONSTRUCTION UPDATES

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Construction Progress

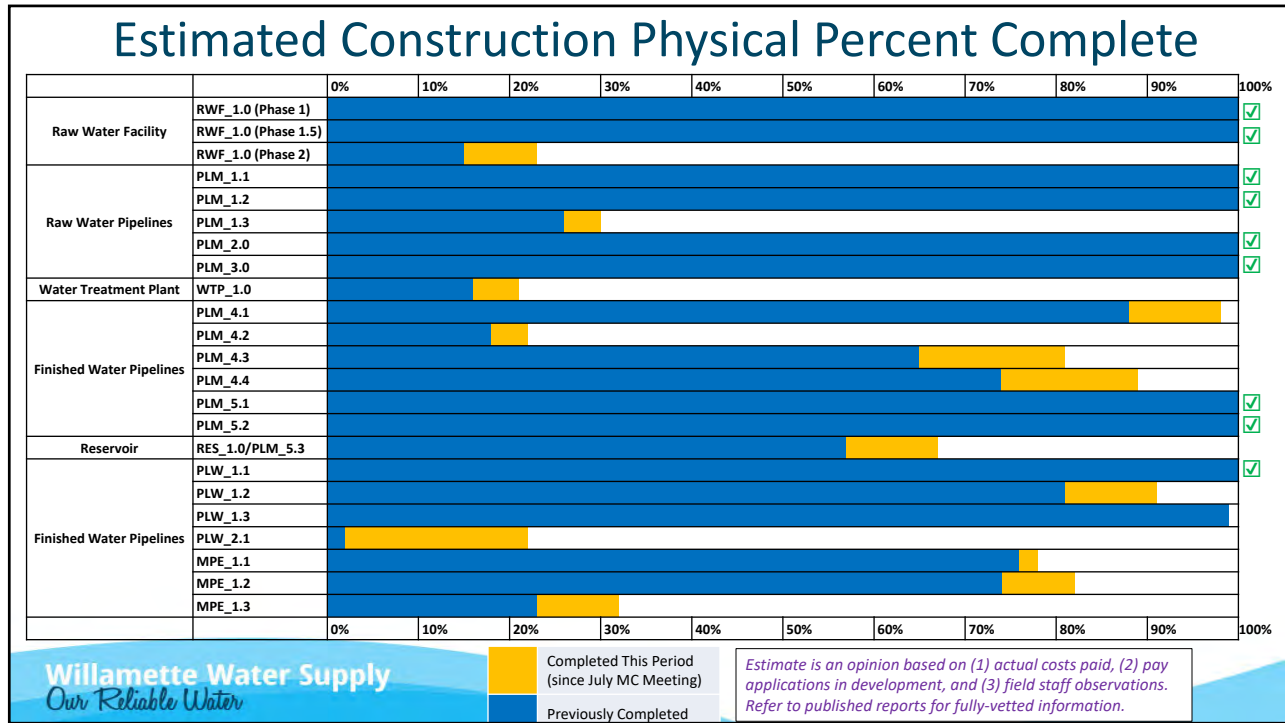
Projects currently in construction

The map shows the Willamette Valley region with various construction projects highlighted in different colors. Callout boxes provide details for each project:

- RES_1.0** (Storage Tanks)
- PLW_2.1** (Orenco Woods)
- PLW_1.2** (South Hillsboro)
- PLM_5.3** (Grabhorn to Rosedale)
- PLM_4.3** (Roy Rogers)
- PLM_4.4** (Chicken Creek)
- PLM_4.1** (Hwy 99 Crossing)
- PLM_4.2** (Tualatin/Sherwood)
- PLW_1.3** (South Hillsboro)
- MPE_1.1** (Metzger Pipeline)
- MPE_1.2** (Metzger Pipeline)
- MPE_1.3** (Metzger Pipeline)
- WTP_1.0** (Water Treatment)
- PLM_1.3** (Wilsonville)
- RWF_1.0** (Phase 2)

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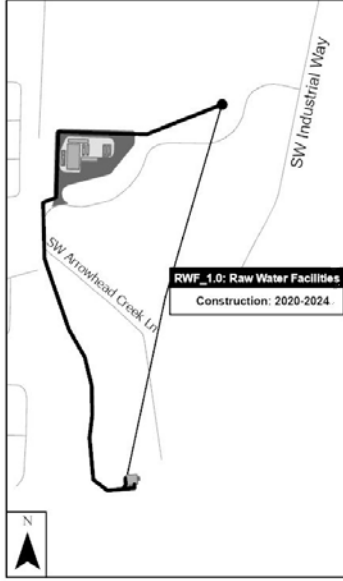
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RWF_GMP-2.0

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

Current and Planned Activities:

- Installing brick veneer at Electrical Bldg.
- Roof trusses at Electrical Bldg.
- Architectural system framing (doors, windows, louvers, etc.) at Electrical Bldg.
- Upper site perimeter wall
- Electrical duct banks and site lighting




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Construction Photos – RWF_GMP-2.0



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Construction Photos – RWF_GMP-2.0



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Construction Photos – RWF_GMP-2.0

Upper Site Electrical Building – high roof pan decking



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Construction Photos – RWF_GMP-2.0



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Construction Photos – RWF_GMP-2.0

Inside the Raw Water Pump Station – preparing pedestal modifications



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PLM_1.3

Contractor: Moore Excavation Inc.
Designer: HDR

Current and Planned Activities:

- Curb & gutter, sidewalk, and street panel restoration on 95th Ave.
- CARV appurtenance piping and cathodic protection systems on 95th Ave.
- Wilsonville fiber optic line installation on 95th Ave.
- Installing 66" open cut waterline on Kinsman Rd.
- Approximately 5500 LF of 66" waterline installed (45% of total)



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Construction Photos - PLM_1.3

66-inch waterline installation on Kinsman Rd.



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Construction Photos - PLM_1.3

Concrete pavement restoration prep on 95th Ave.



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WTP_1.0

Contractor: Sundt Construction, Inc.
Designer: CDM Smith

Current and Planned Activities:

- Continued 84" Overflow line and other yard piping
- Continued conduit and piping installation below slab and began footing construction at Area 22 (Ballasted Flocc)
- Began slab construction at Area 28 (Filters)
- Continued elevated decks and electrical duct banks at Area 30 (UV building)
- Continued concrete wall construction at Area 35 (Clearwell)
- Continued concrete wall construction at Area 37 (EQ Basin)
- Continued elevated slab concrete placements at Area 53 (FWPS)



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Construction Photos - WTP_1.0



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Construction Photos - WTP_1.0

84" Overflow pipe from process areas to EQ basin



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Construction Photos - WTP_1.0

Electrical conduit duct bank construction at UV area



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Construction Photos - WTP_1.0



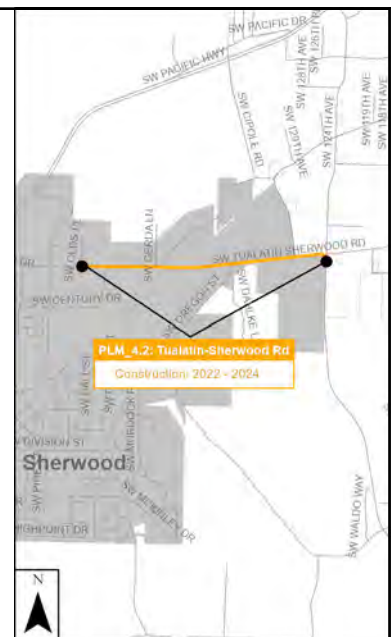
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PLM_4.2

Partner: Washington County
 Contractor: Kerr/Emery JV
 Designer: Brown & Caldwell

Current and Planned Activities:

- Implemented traffic control for trenchless installation on SW 124th Ave.
- Relocated 12" waterline at trenchless launch shaft
- Launch shaft shoring installed
- Beginning trenchless operations



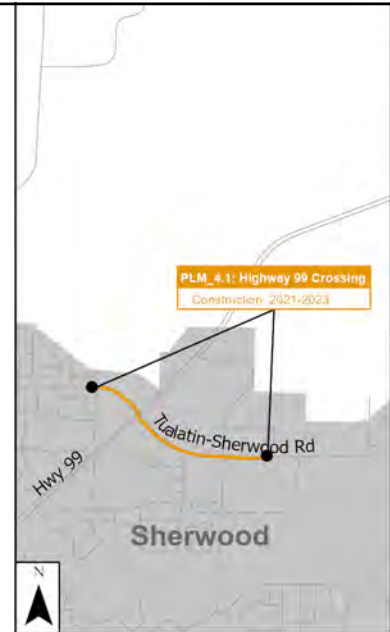
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PLM_4.1

Partner: Washington County
 Contractor: Moore Excavation Inc.
 Designer: Brown & Caldwell

Current and Planned Activities:

- Appurtenance piping and vaults
- Cathodic protection system installation
- Pipe disinfection and pressure testing
- Continue road widening along the south side of Tualatin-Sherwood Rd.

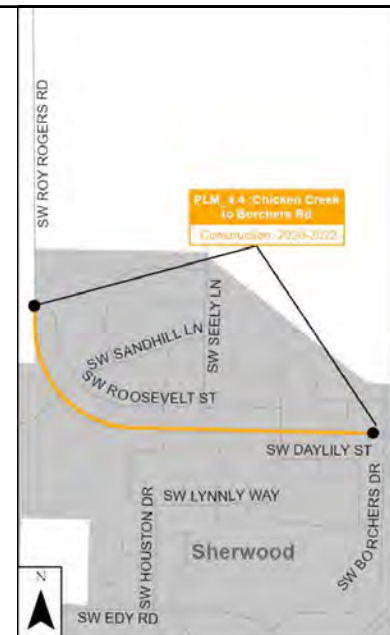


PLM_4.4

Partner: Washington County
 Contractor: Tapani Inc.
 Designer: Brown & Caldwell

Current and Planned Activities:

- Completed testing and disinfection for 66-inch waterline
- Completing surface appurtenance features
- Tie-in to PLM 4.1 and PLM 4.3 once both are complete



PLM_4.3

Contractor: Tapani Inc.
 Designer: Brown & Caldwell

Current and Planned Activities:

- Chicken Creek Crossing – Install 66-inch pipe in shafts, remove shaft shoring and backfill shafts
- Completed open cut work in the wetland north of Tualatin River Crossing north shaft
- Installing 66-inch waterline on east side of Roy Rogers Rd. Approximately 10,640 LF of pipe installed (80% of total)
- Complete construction of soldier pile and lagging wall with tie-backs at Tributary #4



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Construction Photos – PLM_4.3

Installation of retaining wall at Tributary #4



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Construction Photos – PLM_4.3

Open cut waterline construction on east side of Roy Rogers Rd. in the wetland

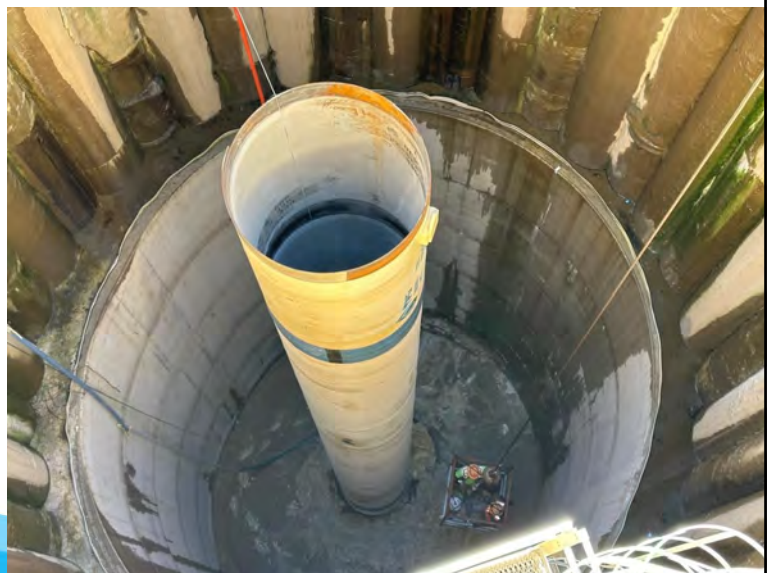


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Construction Photos – PLM_4.3

Installation of 66-inch carrier pipe in Tualatin River North Shaft



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RES_1.0 / PLM_5.3

Contractor: Hoffman-Fowler JV
 Designer: Black & Veatch / Jacobs

Current and Planned Activities:

- RES_1.0
 - Reservoir walls approximately 90% complete
 - Constructing concrete columns (more than 50% complete)
 - Began falsework installation for reservoir roof concrete placements
 - Began metal platforms and grating in valve vaults
 - Continued electrical duct bank and yard piping installation
 - Completed Water Quality Building concrete footings & started wall forms
- PLM_5.3
 - Continued installation of 66" waterline – approximately 20,100 LF (99.6%) installed.
 - Continued restoration above pipeline in multiple locations including landscaping in creek and wetland crossings
 - Completed waterline installation across Farmington Gardens easement



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Construction Photos – RES_1.0



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Construction Photos – RES_1.0

Reservoir wall and column construction; shoring for roof has begun



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Construction Photos – RES_1.0

Wall construction at reservoir



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Construction Photos – PLM_5.3

66" waterline installation along Grabhorn Road



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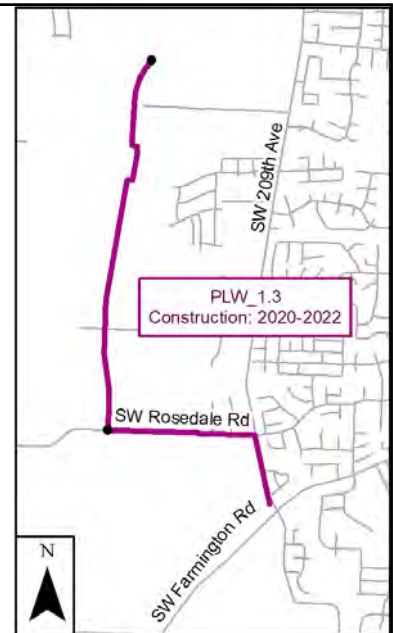
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PLW_1.3

Contractor: Tapani, Inc.
Designer: Kennedy/Jenks

Current and Planned Activities:

- New fiber conduit to be installed via HDD at Butternut Creek
- Add power to Butternut Creek turnout site
- Closeout



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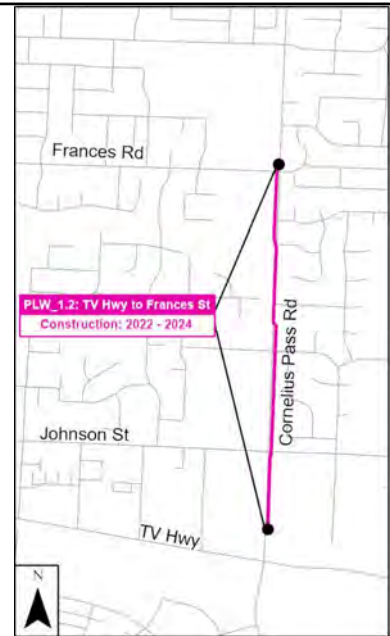
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PLW_1.2

Partner: Washington County
 Contractor: Tapani, Inc.
 Designer: Kennedy/Jenks

Current and Planned Activities:

- Continuing Frances St. turnout vault PRV and associated pipe installation
- Electrical and SCADA cabinets at Frances St. turnout



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Construction Photos – PLW_1.2

Electrical and SCADA conduits for Frances Street turnout



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Construction Photos – PLW_1.2

Valves and pipe inside Frances Street turnout vault



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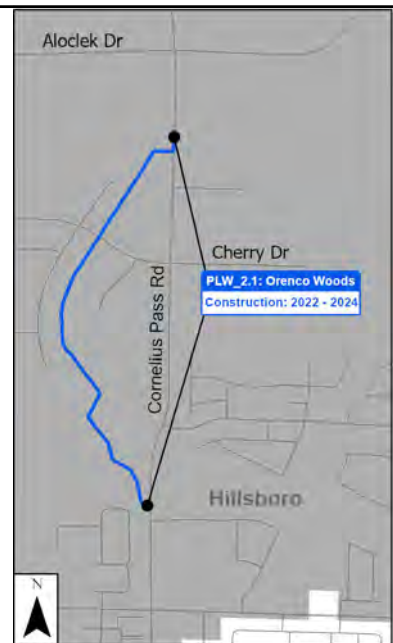
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PLW_2.1

Contractor: Moore Excavation, Inc.
Designer: Kennedy/Jenks

Current and Planned Activities:

- Continued 48-inch waterline installation within Orenco Woods Nature Park (OWNP)
- Completed waterline installation and restoration work within Ordinary High Water limits at Rock Creek
- Restored area within OWINP and installed erosion control
- Completed tree and brush clearing and began construction of access roads in remainder of alignment (berm alignment)



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Construction Photos – PLW_2.1

Waterline installation and restoration in OWP at Rock Creek



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Construction Photos – PLW_2.1

Cleared alignment and construction entrances near Cherry Drive



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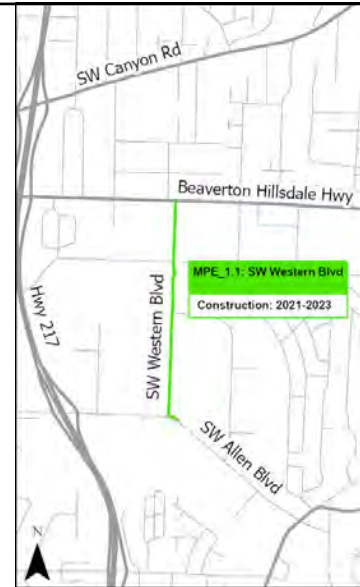
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MPE_1.1

Partner: City of Beaverton
 Contractor: Moore Excavation Inc.
 Designer: Brown & Caldwell

Current and Planned Activities:

- Planning for Washington County Supply Line tie-in to take place in Winter 2023/24

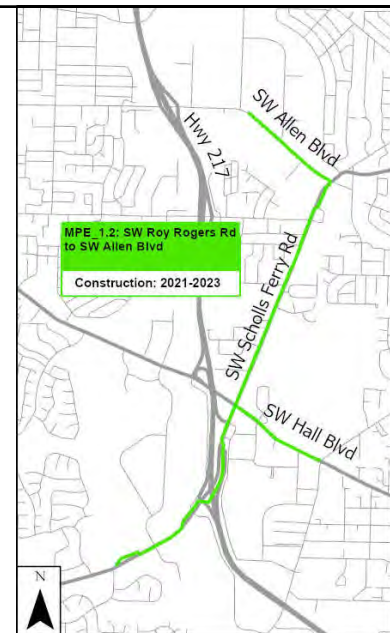


MPE_1.2

Contractor: Emery & Sons
 Designer: Brown & Caldwell

Current and Planned Activities:

- Continued 48" waterline and appurtenances on Allen Blvd.
- Continued PFC building roof and architectural features
- Completed pavement restoration on Scholls Ferry Road between Nimbus Ave and Denney Rd.
- Completed 24" and 16" waterlines on Hall Blvd.
- Partial pressure testing completed on 48" waterline



Construction Photos – MPE_1.2

PFC Building roof installation



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Construction Photos – MPE_1.2

Ductile iron pipe installation on Allen Blvd.



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Construction Photos – MPE_1.2

48-inch waterline installation on Allen Blvd.



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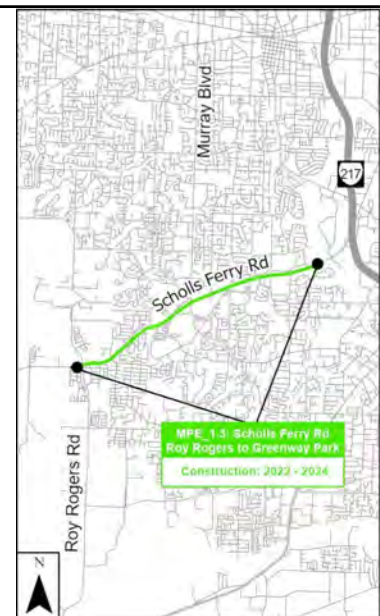
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MPE_1.3

Contractor: Emery & Sons
Designer: Brown & Caldwell

Current and Planned Activities:

- 48" waterline installation on Scholls Ferry Rd. headed west near 130th Ave (night work)
- Pavement restoration continuous with waterline installation
- Continued Roy Rogers Turnout Vault construction
- PGE relocations in advance of pipeline work



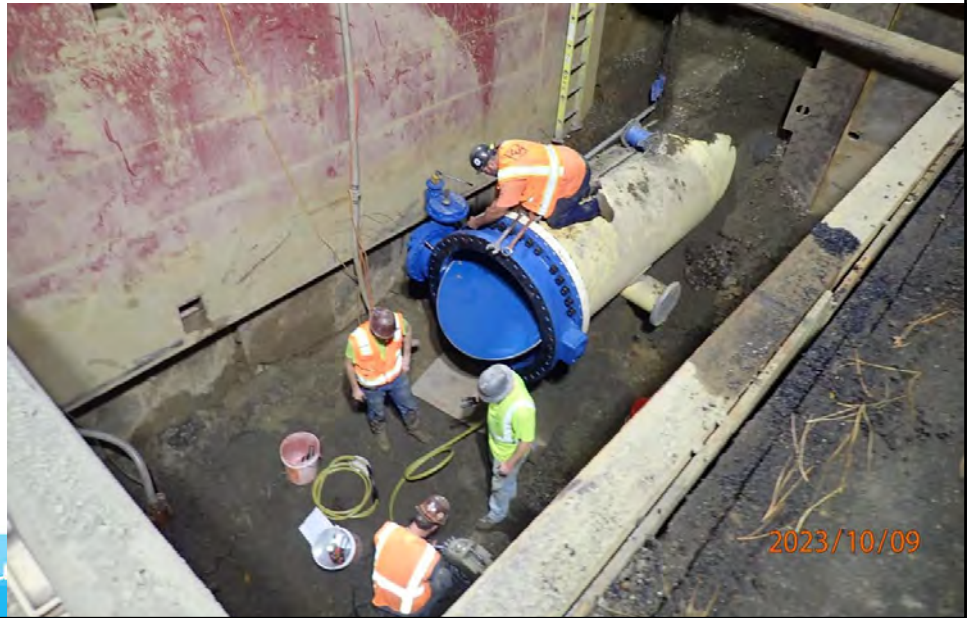
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Construction Photos – MPE_1.3

48" butterfly valve
bolt-up near
Conestoga Ave.

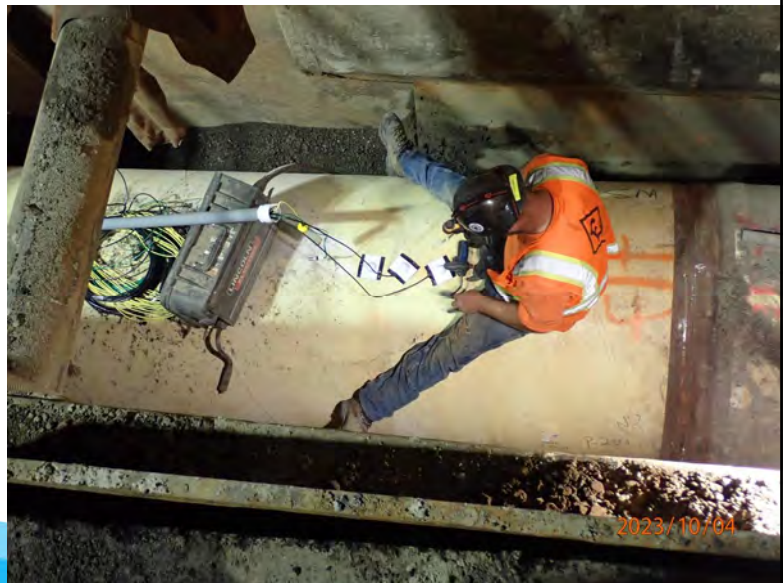


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Construction Photos – MPE_1.3

Cad-welding cathodic
protection wires to 48"
waterline



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QUESTIONS?

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TUALATIN VALLEY
WATER DISTRICT

LCRB UPDATE

Board Work Session

November 7, 2023

The slide features a central graphic of a glass of water with a sunset or sunrise scene reflected in it. The background is a dark blue gradient with a large white circular frame around the central image.

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LCRB Procurement Thresholds

- Small procurements can be selected without quote or other competitive processes under \$10,000.
- Intermediate procurements (selection requiring a minimum of three quotes or a more stringent competitive process) are \$10,000-\$150,000.
- When adopted, these thresholds were consistent with Oregon Revised Statutes, Chapter 279.
- During the 2023 Oregon Legislative Session, SB1047 was passed which changed these thresholds.
- The revised thresholds, effective September 24, 2023, are \$25,000 for small procurements and \$150,000 for intermediate procurements.

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LCRB Procurement Thresholds

- Revising the LCRB Rules to match the updated thresholds in ORS 279 provides for greater consistency and efficiency.
- The only proposed changes to the LCRB Rules are as follows:
 - Replacing \$10,000 with \$25,000 when referencing small procurements
 - Replacing \$11,000 with \$26,000 once, where it references allowable exceedances when amending an established contract
 - Replacing \$150,000 with \$250,000 when referencing intermediate procurements

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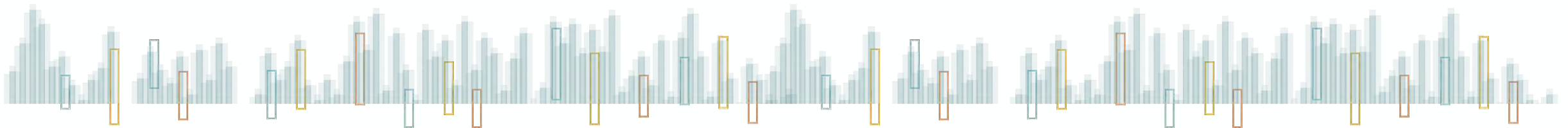
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TUALATIN VALLEY
WATER DISTRICT

Tualatin Valley Water District Survey & Focus Group Research

November 2023 Presentation



Purpose of survey and focus group research

- Gauge awareness of Tualatin Valley Water District as water provider
- Measure overall satisfaction with TVWD services and in key service areas
- Identify key concerns to inform future communications efforts

Methodologies

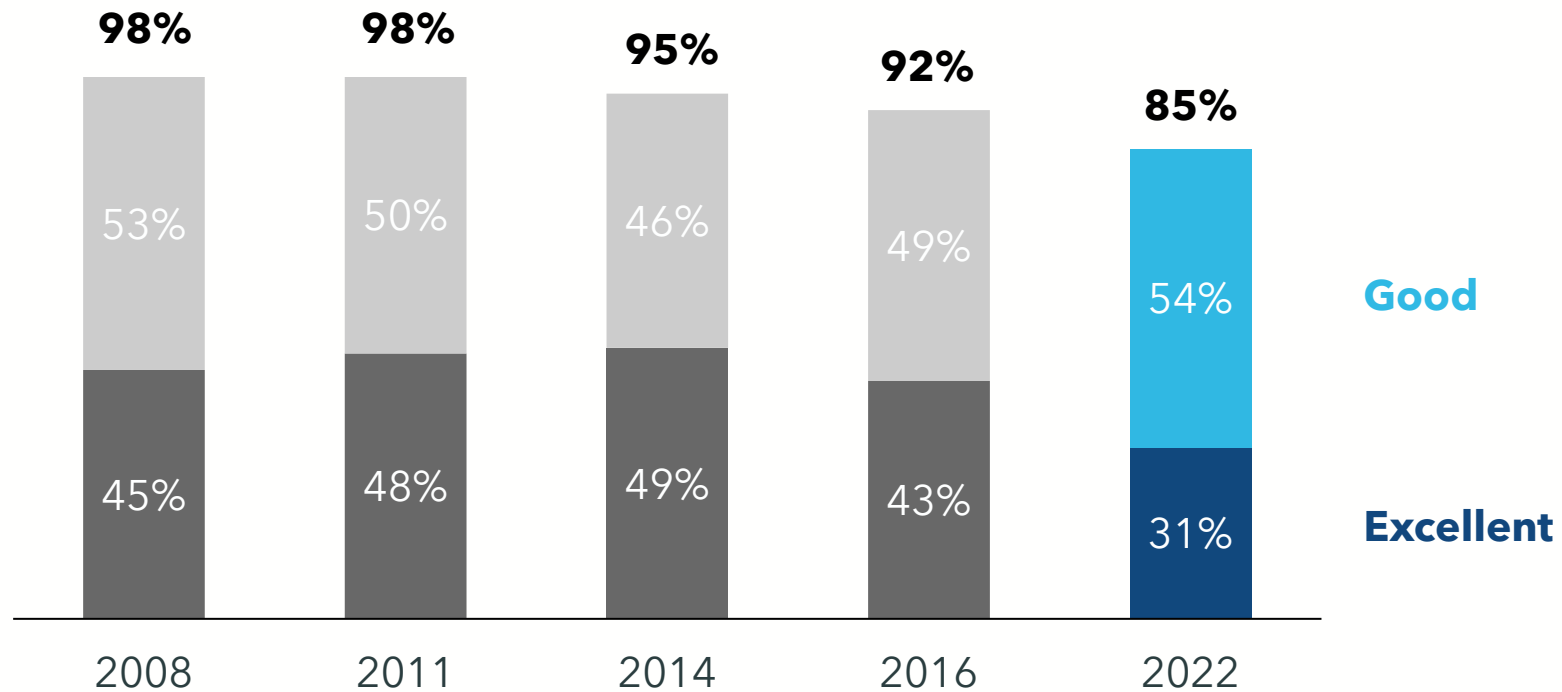
Survey

- Hybrid (phone and text-to-online) survey of N=400 residential customers
- Conducted August 2-8, 2022; 12 minutes to complete
- Quotas set by age, gender, and area; and data weighted by race, ethnicity, income, and education to ensure a representative sample
- Margin of error $\pm 4.9\%$
- Findings compared to results in previous TVWD surveys conducted by DHM in 2008, 2011, 2014, and 2016

Focus Groups

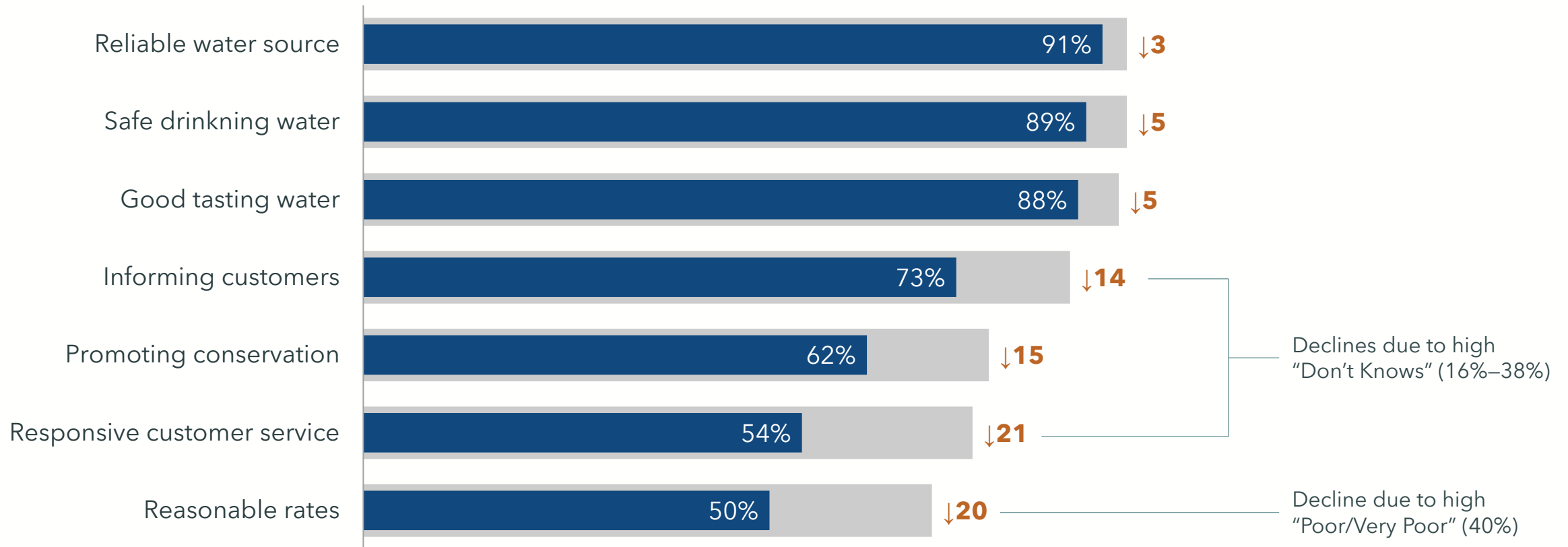
- Two online focus groups, held June 17 and 22, 2023
- Professionally moderated two-hour sessions, conducted via Zoom
- Representative sample of TVWD customers
- Sessions consisted of both written exercises and group discussions; quotes and commentary drawn from both written exercises and transcripts of group discussions

Most surveyed customers have an overall positive impression of TVWD, but positive impressions have softened since 2016.

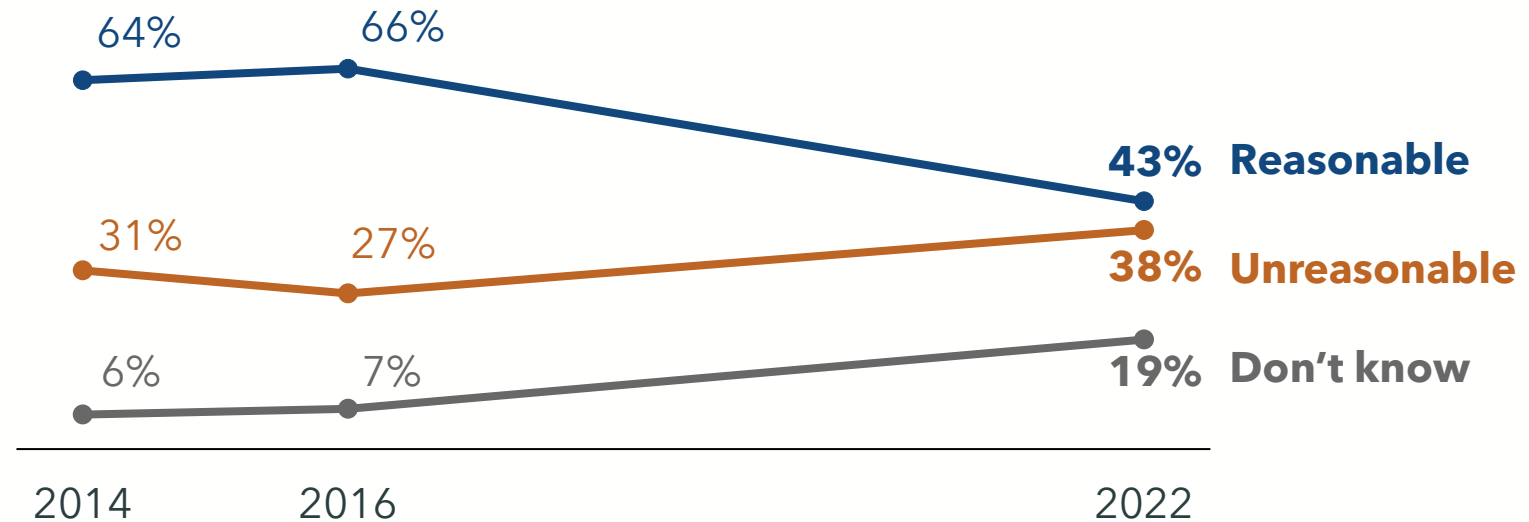
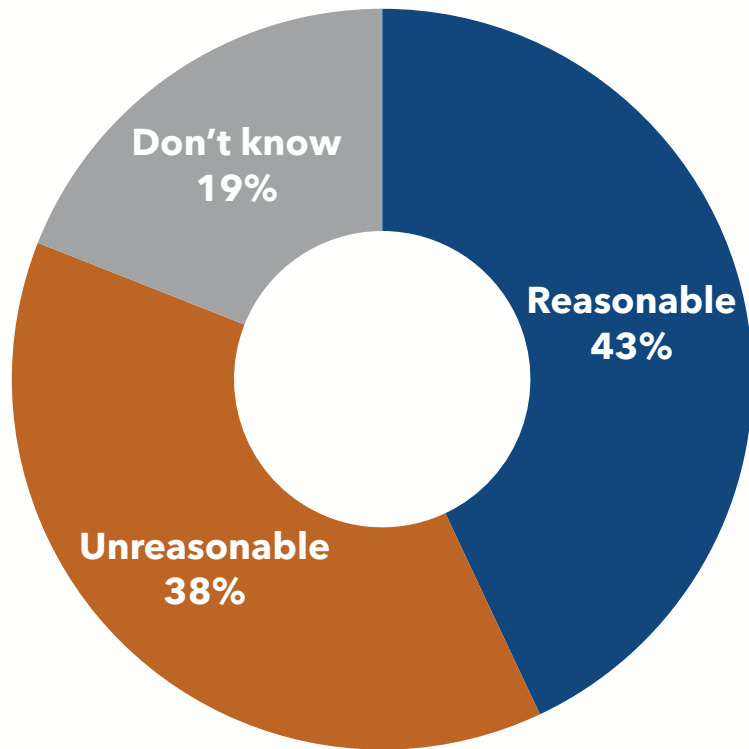


Most surveyed customers remain satisfied with TVWD, especially when it comes to providing reliable, safe, and good-tasting water. Dissatisfaction is most apparent with rates.

Excellent / Good Ratings Over Time 2022 vs 2016

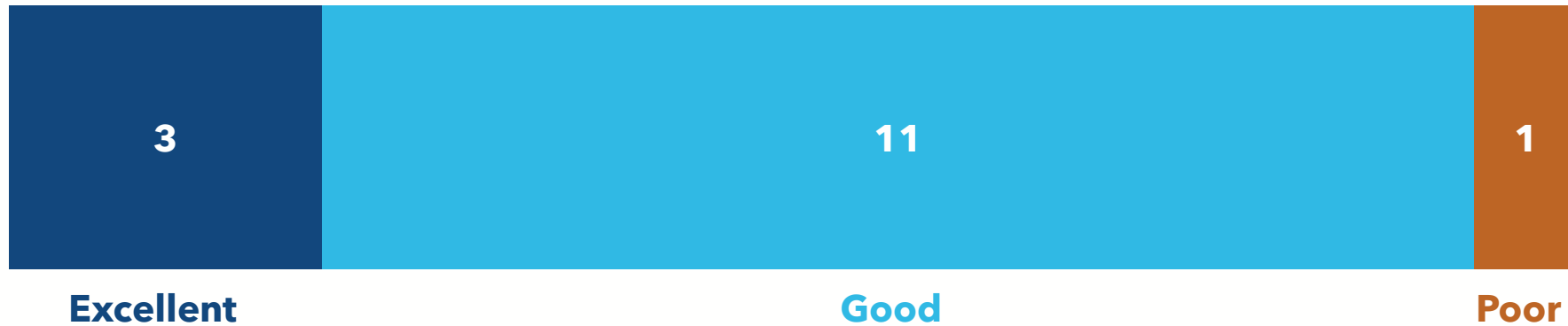


A plurality of surveyed customers consider water rates reasonable, but fewer than in previous years.



When asked about costs in the context of value received, focus group participants overwhelmingly give TVWD positive ratings.

How would you rate TVWD when taking into consideration both cost and quality?



Asked why they are getting good value, focus group participants consistently express similar reasons: quality, reliability, and comparatively better rates.

High quality

"It comes out clean. A couple of times, I've seen a little bit of color, indicating that there's more iron content in the water than one would want to have. That was my tiny observation."

"Compared to where I used to live, we don't have as much mineral buildup in the shower heads, which is good. I don't have to clean it or replace it often."

"Good, clean water."

Reliable

"I feel like the quality is good. Our water pressure is good. The taste is good. It's reliable."

"I don't have any disconnections, boil notices, or other disruptions."

"Uninterrupted supply of water. In the ten years of my experience, I've never had a single day or hour of no service."

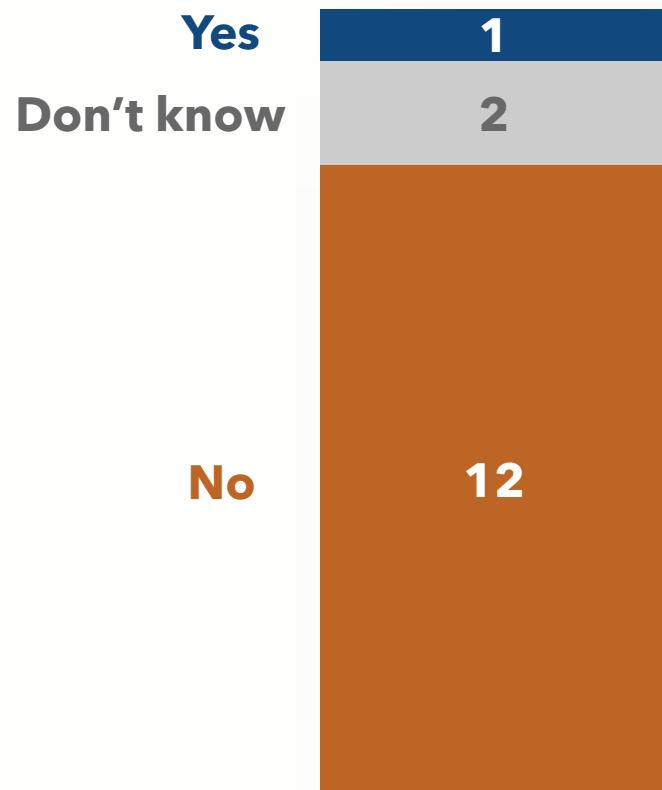
Comparatively better

"For the value and the quality compared to other states that I've been to, I think it's good. It's excellent."

"Compared to what I've paid in other places, it was the same.."

"I travel all over the world. Oregon has some of the best water."

Most focus group participants have not heard or read anything about upcoming changes to their primary source of drinking water.



Talk among neighbors and TVWD bill insert

"I heard vaguely from a neighbor that they're changing where our water comes from, but that was only gossip, I think."

"I thought we got some type of pamphlet with our water bill that explained this stuff."

Have not heard anything

"I haven't heard anything."

"Nothing."

Responses to learning that water will be pulled from the Willamette are sometimes measured, but more often, the response is negative, with concerns about quality and cost.

Measured

"My first reaction is, 'They must have been able to clean the Willamette River to be able to do something like this.'"

"I want it to be somewhere safe that can filter the water and bring it in, so that there are no chemicals. Wherever that is, that's good with me."

"When I first read that, I was like, 'that's horrible.' Then when you said, 'Wilsonville,' that water isn't as bad."

Impact on quality

"My first reaction is I don't like it...The last thing I'd want is to have water from a river that gets sewage spills, plus the runoff from the city."

"It's been a dumping ground for decades. All of us should've heard about the Super Funds to clean it up. It's going to take billions of dollars to clean the Willamette River. Billions. I wouldn't drink out of it."

"I don't think the Willamette would be as clean as Bull Run, even with my water purifier, but I'll look into it."

Higher cost

"I'm not a scientist...but if we get our water from the Willamette, [it'll mean] higher rates, because we have to clean it better."

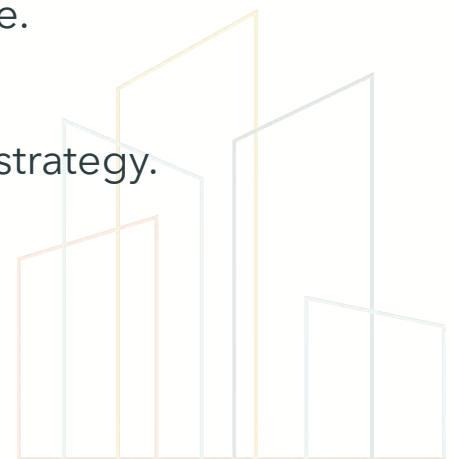
"It will take more treatment to make it drinkable. Seems like it would drive up costs."

"They're charging us for lower quality."

"If you think your bill is expensive now, wow."

Recommendations & next steps

- Emphasize the services that customers currently have positive impressions about: providing reliable, safe, and high-quality water.
- Raise awareness of Willamette Water Supply Program and its purpose: to ensure a reliable and long-term supply of clean, good-tasting, safe, and affordable water for a growing community.
- Communicate the steps being taken to ensure the reliability, safety, and quality of the future water supply.
- Talk about the cost of water in context: highlight how TVWD is delivering what customers value.
- Use future surveys and focus groups to test messages to inform a larger communications strategy.





John Horvick

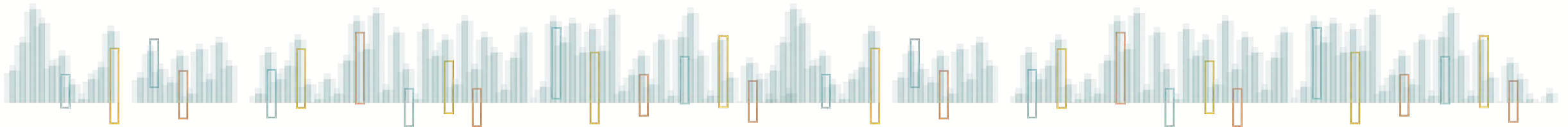
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Tony Iaccarino

tiaccarino@dhmresearch.com

Naama Friedman

nfriedman@dhmresearch.com



Key takeaways

Putting Knowledge to Work

Build awareness of efforts to ensure reliable, safe, water service.

- Promote daily operations so customers gain a better understanding of flushing, sampling, etc.

Focus on the value of TVWD's services, not on rates.

- Water remains less than 2 cents-per-gallon through 2025. Showcase the value of staff efforts to ensure safe, reliable water service.



We need to build on the positive impressions of TVWD as a water utility.

- Overall satisfaction with TVWD is high, but softening. The time to capitalize on this feeling is now.

Prepare for the WWSP integration communication efforts

- Building trust now positions TVWD better during integration communications.



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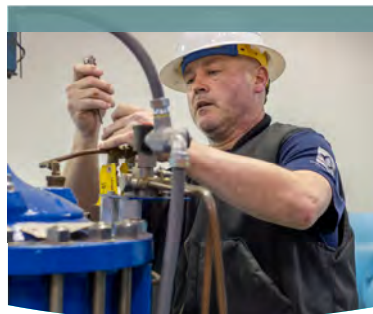
Improvements to make

Subtle Changes Make Big Improvements



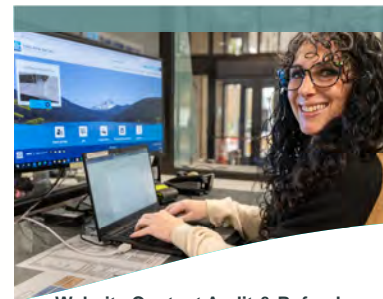
Collecting better photo and video assets

- Visuals are critical on social media
- Humanizing our staff and their work



Newsletter Refresh & Relaunch

- Discontinuing Water Words
- Launch TVWD-focused digital newsletter for better brand separation



Website Content Audit & Refresh

- Story telling instead of info overloads
- Landing spot for digital outreach
- Prepare for future web transition



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Public trust campaign

A multimedia effort to raise public trust and brand recognition ahead of WWSP integration.

A strategic marketing campaign promoting TVWD with the goals of:

1. Deepening brand awareness of TVWD
2. Furthering customer trust of TVWD as their drinking water provider
3. Promotion of TVWD water as the preferred drinking water source over bottled water

Campaign materials will feature imagery/video of staff (humanizing) with key messages to achieve these goals.

Theme topics can include:


- Water quality
- System resiliency
- Staff capabilities & competency

Campaign materials will be hosted on a variety of platforms, options include:

- Paid/sponsored social media campaigns on each TVWD channel
 - Facebook
 - Instagram
 - Twitter
- Traditional advertising, such as:
 - Movie theaters
 - Bus stops/shelters
 - Shopping malls
- Streaming services, such as:
 - Pandora, Spotify
 - YouTube
 - Local/regional podcasts

All campaign efforts will be:

- Aimed to prepare customers for the WWSP integration communication
- Use specific, pre-determined metrics to measure success and lessons learned
- Create a benchmark of comparable data to build upon for the WWSP integration communications and future large-scale marketing efforts
- Geo-targeted as much as possible to avoid outreach outside of District boundary
 - Crossover will occur and partner agencies can be advised in advance



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Role of research

Testing our tactics

Communications & DHM Research will message test key campaign materials during the development stages.

- Modify draft materials based on research outcomes prior to campaign launch
- Materials that aim for the most desired reactions and outcomes
- Follow DHM's recommendations for combo survey/focus group research

Research and testing will provide the highest caliber materials and messages during critical pre-WWSP integration timing.

- Build additional community support for TVWD
- Prepare customers to see more material from TVWD
- Learn from this campaign to better inform WWSP integration and future TVWD initiatives





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Build up to integration

Our most critical campaign yet

WWSP integration will be the highest priority work for Communications. We will be supporting the WWSP staff from RFP through completion.

- Preparing TVWD customers for integration messaging is critical during the next year.
- Sharing our lessons learned with WWSP partners adds value to relationships
- Providing key metrics and tactics to the selected integration consultant builds a better starting point



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QUESTIONS FROM THE BOARD

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TUALATIN VALLEY
WATER DISTRICT

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TUALATIN VALLEY
WATER DISTRICT

Board Meeting Minutes

November 15, 2023

REGULAR MEETING – 6:00 PM

CALL TO ORDER

Commissioners Present: Jim Doane, PE; Jim Duggan, PE; Carl Fisher; Elliot Lisac, Todd Sanders, PhD

Staff Present: Paul Matthews, Interim Chief Executive Officer; Clark Balfour, General Counsel; Justin Carlton, Interim Chief Financial Officer; Pete Boone, PE, Chief Operating Officer; Dave Kraska, PE, Water Supply Program Director; Andrew Carlstrom, Customer Service Manager; Justin Dyke, Interim Communications and Public Affairs Supervisor; Kylie Bayer, Human Resources Director; and Sam Kaufmann, District Recorder.

1. PUBLIC HEARINGS

- A. Proposed Supplemental Budget establishing three new funds and adjusting appropriations in two existing funds. *Staff Report – Justin Carlton, Interim Chief Financial Officer*

Justin Carlton presented his staff report on the proposed supplemental budget.

Commissioner Sanders opened the public hearing at 6:10 PM and called for questions from the public. There were none. Commissioner Sanders Closed the public hearing at 6:11 PM.

Motion was made by Doane, seconded by Lisac, to adopt Resolution 18-23, a resolution adopting 2023-25 supplemental budget establishing the system development charges fund, 2023 revenue bond fund, and 2024 revenue bond fund, and adjusting appropriations for 2023-25 biennium. The motion passed unanimously with Doane, Duggan, Fisher, Lisac and Sanders voting in favor.

- B. Proposed Amendments to System Development Charges Ordinance 01-12. *Staff Report – Clark Balfour, General Counsel*

Clark Balfour presented his staff report on the proposed ordinance amending System Development Charges.

Commissioner Sanders opened the public hearing at 6:16 PM and called for questions from the public. There were none. Commissioner Sanders Closed the public hearing at 6:16 PM.

Motion was made by Lisac, seconded by Doane, to adopt Ordinance 02-23, an ordinance amending Ordinance 01-12 regarding system development charges. The motion passed unanimously with Doane, Duggan, Fisher, Lisac and Sanders voting in favor.

REPORTS BY THE CHIEF EXECUTIVE OFFICER AND MANAGEMENT STAFF

Paul Matthews presented the CEO report and Justin Carlton presented his department update.

COMMISSIONER COMMUNICATIONS

- A. Reports of meetings attended.

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

- B. Topics to be raised by the Commissioners.

Motion was made by Doane, seconded by Duggan to direct HR staff and General Counsel to develop an employment agreement with Paul Matthews to serve as the District's CEO and bring to the Board for approval at the December regular meeting. The motion passed unanimously with Doane, Duggan, Fisher, Lisac and Sanders voting in favor.

PUBLIC COMMENT

There was none.

2. CONSENT AGENDA

- A. Approve the October 18, 2023, regular meeting minutes.
- B. Request for Endorsement of Annexation – Tax Lot 200 on Tax Map 1N1-21AB and Portions of Tax Lot 100 on Tax Map 1N1-21AB.

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

3. BUSINESS AGENDA

- A. Consider a resolution updating Local Contract Review Board rules. *Staff Report – Clark Balfour, General Counsel*

President Sanders convened the Local Contract Review Board at 6:37PM.

Clark Balfour presented his staff report on the Local Contract Review Board rules.

Motion was made by Duggan, seconded by Doane, to adopt Resolution 20-23, a resolution amending the Local Contract Review Board (LCRB) rules to align with Oregon Revised Statutes. The motion passed unanimously with Doane, Duggan, Fisher, Lisac and Sanders voting in favor.

President Sanders adjourned the Local Contract Review Board at 6:40 PM.

ADJOURNMENT

There being no further business, President Sanders adjourned the meeting at 6:42 PM.

Todd Sanders, President


Jim Doane, Secretary



1

Overview

- Supplemental budget process
- Why a supplemental budget
- Flow of funds
- Proposed Budget Changes

 TUALATIN VALLEY
WATER DISTRICT

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Supplemental Budget Process

Legal Requirements

- Governed by Oregon Local Budget Law in ORS 294.305 to 294.565
- Requires balanced budget: Resources and requirements must balance
- If changes for a fund's expenditures exceed 10% and/or a new appropriation category is created, a public hearing required
- Requires specific public notifications



3

TVWD's Recent Debt History

June 2015 – Series 2005 Bonds called

June 2022 – First draw on the WIFIA loan

May 2023 – Series 2023 Bonds issued



4

Capital Funding Sources

	<u>WIFIA</u>	<u>2023 Bonds</u>	<u>Capital Reserves</u>	<u>SDCs¹</u>
WWSS	✓	✓	✓	✓
MPE	✓	✓	✓	✓
WIF	✓	✓	✓	✓
JWC CIP		✓	✓	✓
Barney CIP		✓	✓	✓
In-District CIP		✓	✓	✓

1) Certain restrictions apply for SDC improvement fees related to growth projects

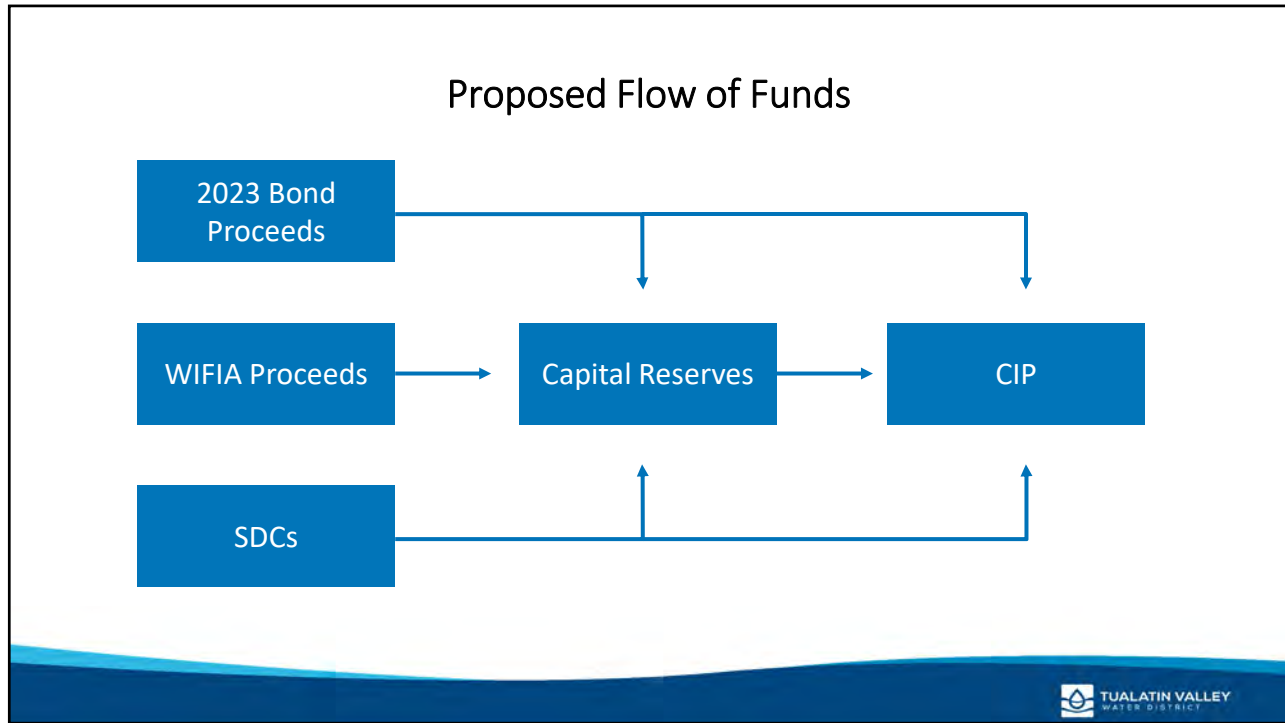


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Current Flow of Funds



6



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System Development Charges Fund (New)

<u>Resources</u>	<u>2023-25 Adopted</u>	-	<u>Supplemental Proposed</u>	=	<u>Change</u>
System Development Charges	\$		\$ 8,906,616		\$ 8,906,616
Total Resources	\$		\$ 8,906,616		\$ 8,906,616
<u>Requirements</u>					
Transfers Out:					
To Capital Improvement Fund	\$		\$ 8,906,616		\$ 8,906,616
Total Transfers Out	\$		\$ 8,906,616		\$ 8,906,616
Total Requirements	\$		\$ 8,906,616		\$ 8,906,616

TUALATIN VALLEY WATER DISTRICT

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2023 Revenue Bonds Fund (New)

<u>Resources</u>	<u>2023-25 Adopted</u>	<u>Supplemental Proposed</u>	<u>Change</u>	
Transfers In	\$	- \$	81,881,250 \$	81,881,250
Interest Income	\$	- \$	330,079 \$	330,079
Total Resources	\$	- \$	82,211,329 \$	82,211,329
<u>Requirements</u>				
Transfers Out:				
To Capital Improvement Fund	\$	- \$	27,209,827 \$	27,209,827
To Capital Reserve Fund	\$	- \$	55,001,502 \$	55,001,502
Total Transfers Out	\$	- \$	82,211,329 \$	82,211,329
Total Requirements	\$	- \$	82,211,329 \$	82,211,329

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9

2024 Revenue Bonds Fund (New)

<u>Resources</u>	<u>2023-25 Adopted</u>	<u>Supplemental Proposed</u>	<u>Change</u>	
Debt Proceeds	\$	- \$	120,000,000 \$	120,000,000
Total Resources	\$	- \$	120,000,000 \$	120,000,000
<u>Requirements</u>				
Transfers Out:				
To Capital Improvement Fund	\$	- \$	120,000,000 \$	120,000,000
Total Transfers Out	\$	- \$	120,000,000 \$	120,000,000
Total Requirements	\$	- \$	120,000,000 \$	120,000,000

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10

Capital Reserve Fund - Resources

<u>Resources</u>	<u>2023-25 Adopted</u>	<u>Supplemental Proposed</u>	<u>Change</u>
Beginning Fund Balance	\$ 108,757,547	\$ 108,757,547	\$ -
Interest Income	\$ 5,221,939	\$ 5,221,939	\$ -
Sales of Meters & Services	\$ 3,576,750	\$ 3,576,750	\$ -
System Development Charges	\$ 8,906,616	\$ -	\$ (8,906,616)
Transfers In:			
From General Fund	\$ 120,000,000	\$ 120,000,000	\$ -
From Debt Proceeds (WIFIA) Fund	\$ 314,436,597	\$ 161,248,990	\$ (153,187,607)
From 2023 Revenue Bond Fund	\$ -	\$ 55,001,502	\$ 55,001,502
Total Transfers In	\$ 434,436,597	\$ 336,250,492	\$ (98,186,105)
Total Resources	\$ 560,899,449	\$ 453,806,728	\$ (107,092,721)

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Capital Reserve Fund - Requirements

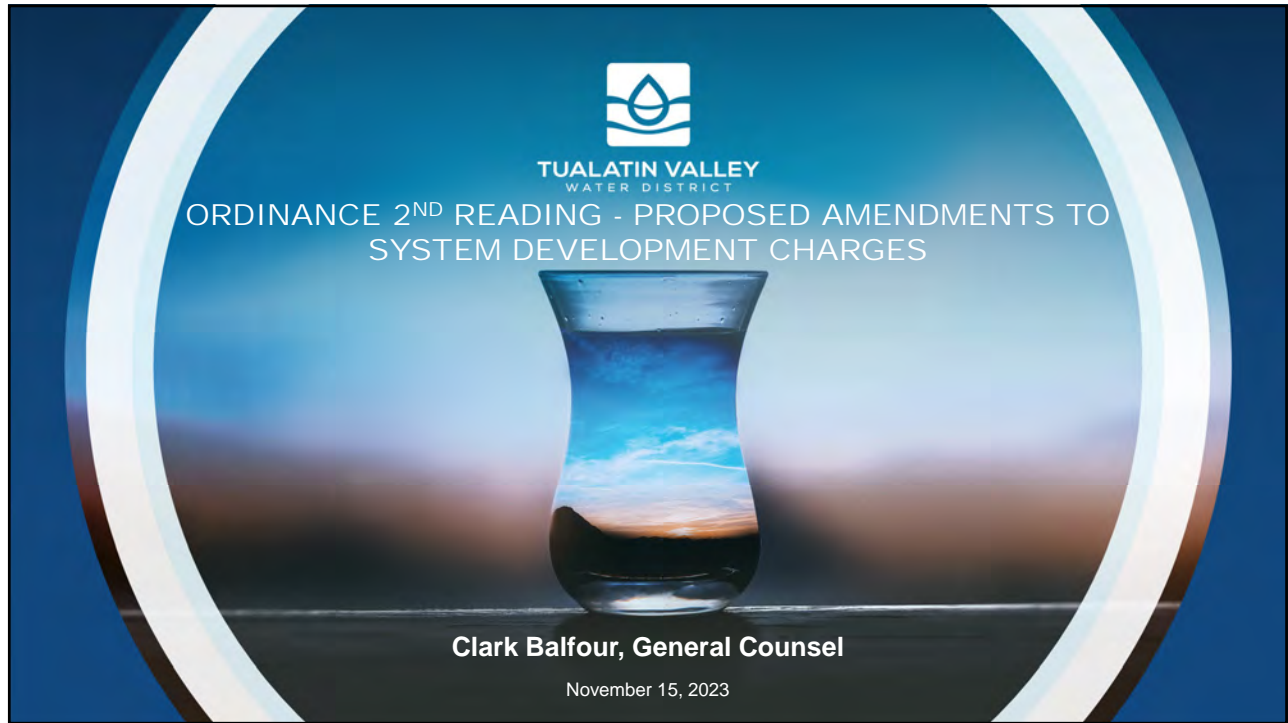
<u>Requirements</u>	<u>2023-25 Adopted</u>	<u>Supplemental Proposed</u>	<u>Change</u>
Transfers Out:			
To Capital Improvement Fund	\$ 471,065,937	\$ 363,973,216	\$ (107,092,721)
Total Transfers Out	\$ 471,065,937	\$ 363,973,216	\$ (107,092,721)
Ending Fund Balance	\$ 89,833,512	\$ 89,833,512	\$ -
Total Requirements	\$ 560,899,449	\$ 453,806,728	\$ (107,092,721)

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WIFIA Proceeds Fund (Renamed)					
<u>Resources</u>	<u>2023-25 Adopted</u>		<u>Supplemental Proposed</u>		<u>Change</u>
Beginning Fund Balance	\$	99,023,722	\$	99,023,722	\$ -
Interest Income	\$	330,079	\$	-	\$ (330,079)
Debt Proceeds	\$	264,106,518	\$	144,106,518	\$ (120,000,000)
Total Resources	\$	363,460,319	\$	243,130,240	\$ (120,330,079)
<u>Requirements</u>					
Transfers Out:					
To Capital Improvement Fund	\$	49,023,722	\$	-	\$ (49,023,722)
To Capital Reserve Fund	\$	314,436,597	\$	161,248,990	\$ (153,187,607)
To 2023 Revenue Bond Fund	\$	-	\$	81,881,250	\$ 81,881,250
Total Transfers Out	\$	363,460,319	\$	243,130,240	\$ (120,330,079)
Total Requirements	\$	363,460,319	\$	243,130,240	\$ (120,330,079)

Staff Recommendation

Consider a resolution adopting 2023-25 Supplemental Budget establishing the System Development Charges Fund, 2023 Revenue Bond Fund, and 2024 Revenue Bond Fund, and adjusting appropriations for 2023-25 Biennium.



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LEADERSHIP TEAM PLANNING SESSION

Leadership Team Retreat

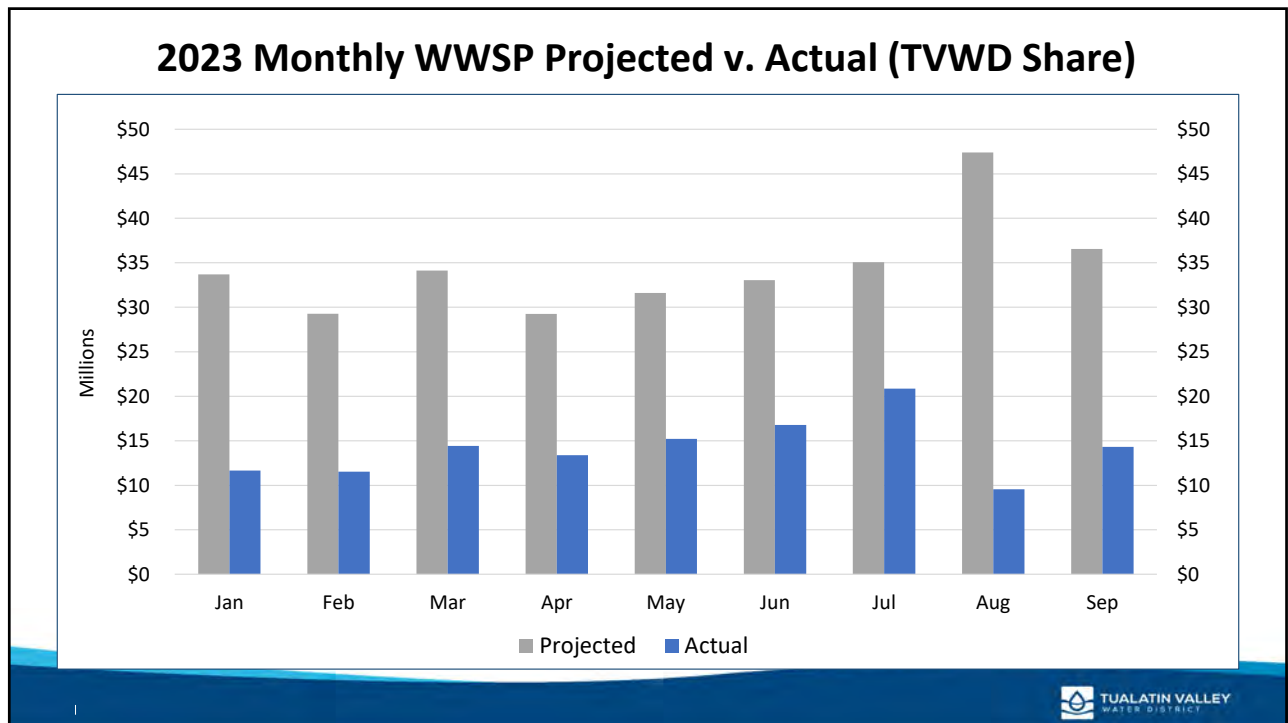
- Held Monday, November 13th
- Reviewed each department's projects and priorities
- Examined dependencies in schedules and activities
- Developing presentation for the Board's December 5th Work Session regarding priorities and potential delays in initiatives

DEPARTMENT REPORT

Interim Chief Financial Officer Justin Carlton will present the department report this evening.



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Weekly Cash Flow Model

• Sources

- Rate & non-rate revenue
- WIFIA
- Investment portfolio

• Uses

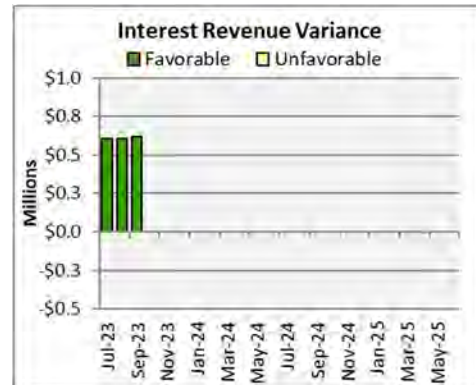
- O&M
- Capital expenditures
- Debt repayments
- New investments

Tualatin Valley Water District		Future Cash-Match Holdings: 100%														
Weekly Sources & Uses of Funds - LGIP 1		October 2023				November 2023				December 2023						
Month:		3			4			1			2			3		
Week:		1			2			3			4			1		
Sources of Funds																
13	Cash & Investments															
14	Reg. Cash Balance (GIP)	\$36,476,887	\$42,799,677	\$42,221,219	\$48,968,818	\$25,706,175	\$45,012,750	\$19,802,062	\$25,798,072	\$17,636,091	\$15,377,074	\$27,275,000	\$27,275,000	\$27,275,000		
15	Callflow from Current Investments	21,840,544	85,344	2,002,500	0	\$9,846,543	(2,500)	0	0	0	0	0	0	0		
16	Callflow from New Investments															
17	Revenue & Interest Earnings (GIP)	\$3,463,546	\$1,470,667	\$2,205,523	\$2,192,782	\$2,197,499	\$1,202,232	\$2,237,409	\$2,228,894	\$2,235,693	\$2,237,001	\$1,976,000	\$1,976,000	\$1,976,000		
21	New Debt Financing															
22	WIFIA (depends on WIFIA)	0	0	0	0	\$8,637,942	0	0	0	0	0	\$10,740,000	0	0		
23	Revenue from Investments	0	0	0	0	0	0	0	0	0	0	0	0	0		
24	Total Sources of Funds	\$51,202,577	\$51,675,688	\$46,424,242	\$57,161,600	\$56,488,179	\$47,257,487	\$18,039,471	\$28,047,864	\$20,771,537	\$17,684,581	\$39,251,000	\$39,251,000	\$39,251,000		
Uses of Funds																
25	Operations - Net O&M + Capital Outlay	\$1,068,576	\$1,068,576	\$1,037,845	\$1,037,845	\$1,037,845	\$1,037,845	\$1,090,866	\$1,090,866	\$1,090,866	\$1,090,866	\$1,090,866	\$1,090,866	\$1,130,000		
26	Capital-related															
27	WIFIA (incl. MRF)	\$2,808	\$7,516,177	\$9,998,443	\$9,998,443	\$9,998,443	\$9,998,443	\$8,830,270	\$8,830,270	\$8,830,270	\$8,830,270	\$8,830,270	\$8,830,270	\$1,687,000		
28	TYO&I (incl. JWC share)	\$11,717	\$11,717	\$11,717	\$11,717	\$11,717	\$11,717	\$11,717	\$11,717	\$11,717	\$11,717	\$11,717	\$11,717	\$11,717		
29	Revenue from Debt Service	\$13,325	\$8,345,894	\$10,417,039	\$10,417,039	\$10,417,039	\$10,417,039	\$11,350,703	\$10,303,667	\$9,320,467	\$9,320,467	\$10,244,000	\$10,244,000	\$10,244,000		
30	Weekly Capital Related	\$834,325	\$8,345,894	\$10,417,039	\$10,417,039	\$10,417,039	\$10,417,039	\$11,350,703	\$10,303,667	\$9,320,467	\$9,320,467	\$10,244,000	\$10,244,000	\$10,244,000		
31	Total Weekly Expenditures	\$1,902,901	\$9,414,469	\$11,454,884	\$11,454,884	\$11,454,884	\$11,454,884	\$12,241,600	\$10,411,313	\$10,411,313	\$10,411,313	\$11,364,866	\$11,364,866	\$11,364,866		
32	Misc. Uses/Adjustments	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,575,000	\$0	\$0		
33	New Investments															
34	Ending Cash Balance (GIP)	\$47,799,677	\$42,221,219	\$48,968,818	\$25,706,175	\$45,012,750	\$19,802,062	\$25,798,072	\$17,636,091	\$15,377,074	\$27,275,000	\$27,275,000	\$27,275,000	\$27,275,000		
35	Total Uses of Funds	\$51,202,577	\$51,675,688	\$46,424,242	\$57,161,600	\$56,488,179	\$47,257,487	\$18,039,471	\$28,047,864	\$20,771,537	\$17,684,581	\$39,251,000	\$39,251,000	\$39,251,000		
36	LGIP max limit	\$59,847,000	\$59,847,000	\$59,847,000	\$59,847,000	\$59,847,000	\$59,847,000	\$59,847,000	\$59,847,000	\$59,847,000	\$59,847,000	\$59,847,000	\$59,847,000	\$59,847,000		
37	LGIP balance over limit															
Weekly Sources & Uses of Funds - LGIP 2																
Month:		October 2023			November 2023			December 2023								
Week:		3			4			1								
Sources of Funds																
38	Cash & Investments															
39	Reg. Cash Balance (GIP)	\$14,719	\$915,634	\$916,510	\$814,793	\$712,916	\$630,985	\$908,939	\$411,321	\$405,655	\$351,940	\$1,902,000	\$1,902,000			
40	Callflow from New Investments	0	0	0	0	0	0	0	0	0	0	0	0			
41	Interest Earnings (GIP)	915	915	812	716	623	525	453	405	356	277	0	0			
42	New Debt Financing															

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Interest Earnings

- \$600k positive variance per month
- Estimated FY24 total of \$15 million
- FY24 Budgets
 - Debt Service = \$3.65 million
 - Purchased Water = \$14.96 million
 - 189th Pump Station = \$9.8 million



22

Preparation for the WWSS

- Developed systems to track costs and invoice partners
 - Weekly project expenditures
 - Monthly operating costs
- Implemented ICAP model
- Built team capacity
- Managing WWSS and WIF financial procedures project

23 |



23

CONSENT AGENDA

- A. Approve the October 18, 2023, regular meeting minutes.
- B. Request for Endorsement of Annexation – Tax Lot 200 on Tax Map 1N1-21AB and Portions of Tax Lot 100 on Tax Map 1N1-21AB.

24 |



24



25

LCRB Procurement Thresholds

- Small procurements can be selected without quote or other competitive processes under \$10,000.
- Intermediate procurements (selection requiring a minimum of three quotes or a more stringent competitive process) are \$10,000-\$150,000.
- These thresholds were consistent with Oregon Revised Statutes, Chapter 279.
- During the 2023 Oregon Legislative Session, SB1047 was passed which changed these thresholds.
- The revised thresholds, effective September 24, 2023, are \$25,000 for small procurements and \$150,000 for intermediate procurements.

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26

Staff Recommendation

Revise the LCRB Rules to make the small and intermediate procurement thresholds consistent with Oregon Revised Statutes.





TUALATIN VALLEY
WATER DISTRICT

Report of Meetings Attended

Commissioner Jim Duggan

Date	Meeting or Function	Purpose	\$	Claimed
10/25/2023	Talkin' Water: Winter Prep.	Virtual Open House	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/02/2023	WWSS Board Meeting	Regular Meeting	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/07/2023	TVWD Board Work Session	WWSP & Other Updates	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/15/2023	TVWD Board Meeting	Regular Monthly Mtg.	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

OK to Pay \$200.00 - SK

Date: 11/15/2023

Requested by: James. J. Duggan

Commissioner

Date: 11/15/23

Approved by: 

President

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

In accordance with Board Policies, an amount equal to the unclaimed reimbursements for meetings will be transferred to the District's Customer Emergency Assistance Fund.



TUALATIN VALLEY
WATER DISTRICT

Report of Meetings Attended

Commissioner: Carl Fisher

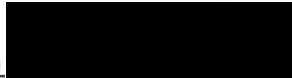
Date: 11/15/2023

Date	Meeting or Function	Purpose	\$	Claimed
10/27/23	1000 Friends Exploring Infrastructure Solutions session	hear from regional experts about infrastructure	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/7/23	TVWD Work Session	Hear updates from Staff	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/9/23	Grayber-Bowman Town Hall	Hear legislative updates from local state reps.	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/13/23	Salinas Town Hall	hear updates from Congress	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/14/23	TVWD Board Planning meeting	met with Paul, Com Sanders, & staff to review upcoming meeting	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/15/23	TVWD Board Meeting	Regular monthly meeting	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/16/23	Rep. Pham & Washington Co. Commissioner Fai Town Hall	Hear legislative and County Commission updates	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

OK to Pay \$350.00 - SK

Date: 11/15/23

Approved by



President



Secretary

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

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TUALATIN VALLEY
WATER DISTRICT

Report of Meetings Attended

Commissioner: Lisac

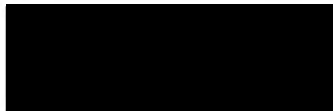
Date: 11/15/23

Date	Meeting or Function	Purpose	\$	Claimed
10/19/23	Talkin' Water	Residential Winter Preparation	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/7/23	TVWD work session	WWSS update, LCRB revision, survey and focus group results	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/15/23	TVWD Board Meeting	November meeting	50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

OK to Pay \$150.00 - SK

Date: 11/15/23

Approved



President



Secretary

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

In accordance with Board Policies, an amount equal to the unclaimed reimbursements for meetings will be transferred to the District's Customer Emergency Assistance Fund.



Report of Meetings Attended

Commissioner Doane

Date	Meeting or Function	Purpose	\$	Claimed
11/15	Regular Meeting		50	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11/7	Work Session		50	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11/3	USACE Dam Failure		50	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

15 November 2023 _____

Requested by: Jim Doane _____

Commissioner

OK to Pay \$150.00 to CEAF- SK

Date: 11/15/23

Approved by: _____

President

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

In accordance with Board Policies, an amount equal to the unclaimed reimbursements for meetings will be transferred to the District's Customer Emergency Assistance Fund.



TUALATIN VALLEY
WATER DISTRICT

Board Work Session Minutes

December 5, 2023

WORK SESSION – 6:00 PM

CALL TO ORDER

Commissioners Present: Jim Doane, PE; Jim Duggan, PE; Carl Fisher, Elliot Lisac, Todd Sanders, PhD

Staff Present: Clark Balfour, General Counsel; Paul Matthews, Interim Chief Executive Officer; Justin Carlton, Interim Chief Finance Director; Dave Kraska, PE, Water Supply Program Director; Andrew Carlstrom, Customer Service Manager; Justin Dyke, Interim Communications and Public Affairs Supervisor; Kylie Bayer, Human Resources Director; and Sam Kaufmann, District Recorder.

ANNOUNCEMENTS

Paul Matthews presented the CEO announcements.

DISCUSSION ITEMS

- A. Willamette Water Supply System Commission Update. *Staff Report – Dave Kraska, P.E. Willamette Water Supply Program Director*

Dave Kraska gave his update on the Willamette Water Supply System Commission and Justin Carlton presented the performance audit.

Commissioner Duggan asked staff to reconsider the assumed 2-year rotation of the Willamette Water Supply Commission Board assignments for 2024. This would allow the Board Chair position to be evenly shared with our partners during the remaining years of significant construction. Additionally, the Board chair position could return to TVWD for the completion year, 2026.

- B. Leadership Team Retreat Update. *Staff Report – Paul Matthews, Interim Chief Executive Officer*

Paul Matthews presented the Board with the Leadership Team retreat update. Commissioners Lisac, Duggan and Doane mentioned they were in favor of the proposed district priorities presented by the Leadership Team.

- C. Proposed Regional Water Consortium Intergovernmental Agreement. *Staff Report – Clark Balfour, General Counsel*

Clark Balfour presented his staff report on the proposed Regional Water Consortium Intergovernmental Agreement.

ADJOURNMENT

There being no further business, President Sanders adjourned the meeting at 7:02 PM

Todd Sanders, President

Jim Doane, Secretary

DRAFT





1

HOLIDAY LUNCH

- TVWD's staff annual holiday lunch to be held December 14, 12:00 pm, in the Board Room.
- Commissioners are invited.
- If you plan to attend and haven't already done so, please RSVP to Katherine.

2

BOARD COMMUNICATIONS LOG

There were no updates to the Board Communications Log this month.

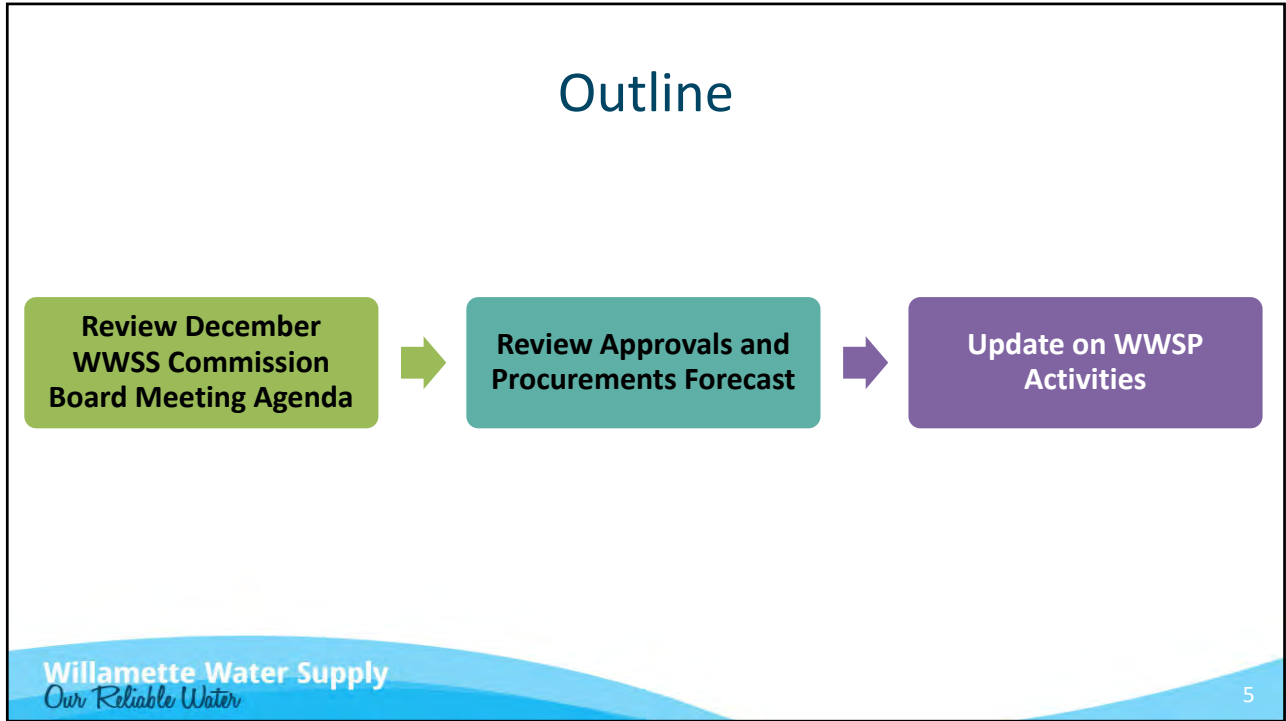
3

Willamette Water Supply
Our Reliable Water

**Willamette Water Supply System Commission
Update**

**TVWD Board Work Session
December 5, 2023**

4



5

REVIEW DECEMBER WWSS COMMISSION BOARD MEETING AGENDA

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Willamette Water Supply System Commission December 7, 2023 Board Meeting Agenda

1. Executive Session
2. General Manager's Report
3. Public Comment
4. Consent Agenda
 - A. Approve the November 2, 2023 meeting minutes
5. Business Agenda
 - A. Approve WTP_1.0 GMP2 Contract for Construction
6. Information Items
 - A. Water Treatment Plant Schedule Recovery Progress Update
 - B. WWSP Performance Audit
 - C. Planned February Business Agenda items
 - D. The next Regular Board Meeting scheduled on February 1, 2024

7

REVIEW APPROVALS AND PROCUREMENTS FORECAST

8

Approvals and Procurement Forecast for November 2023 – April 2024

Program Baseline or Related Plans

Description	Program Director	WWSS Management Committee	WWSS Commission Board
WWSP 2024 Rebaseline Schedule and Budget and WWSS Fiscal Year 2024-2025 Work Plan and Budget	N/A	1/18/2024	2/2/2024

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Approvals and Procurement Forecast for November 2023 – April 2024

Real Estate

Description	Program Director	WWSS Management Committee	WWSS Commission Board
None	--	--	--

10

Approvals and Procurement Forecast for November 2023 – April 2024

IGAs, MOUs, Permit Commitments

City of Tigard

- *PLM_4.3 Temporary Commissioning Discharge Facility IGA (June)*

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Approvals and Procurement Forecast for November 2023 – April 2024

Contracts

Title	Goal	Value	Key Dates
Water Supply Integration Communication Plan, Toolkit, and Engagement Support	Provide communications planning, materials, and public engagement support for Water Supply Integration	\$417k	WWSS Board Approval: 11/2/2023

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Approvals and Procurement Forecast for November 2023 – April 2024 Contract Amendments and Change Orders*

Title	Goal	Value	Key Dates
WTP_1.0 GMP2 for Construction	Construct GMP2 scope that covers landscaping, asphalt, curbs, sidewalks, striping, signage, and fencing	\$11.6M	WWSS Board Approval: 12/7/2023
WTP_1.0 GMP3 for Construction	Perform finished water system startup and commissioning	TBD	WWSS Board Approval: 2/1/2024

*having values higher than the Program Director’s authority

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Approvals and Procurement Forecast for November 2023 – April 2024 Local Contract Review Board Rule Exemption

Title	WWSS Management Committee Approval	WWSS Board Informational Item	WWSS Board Consider Approval
None	--	--	--

14

WWSP Schedule Recovery Progress Update
WWSP Performance Audit
WWSP Construction Updates

UPDATE ON WWSP ACTIVITIES

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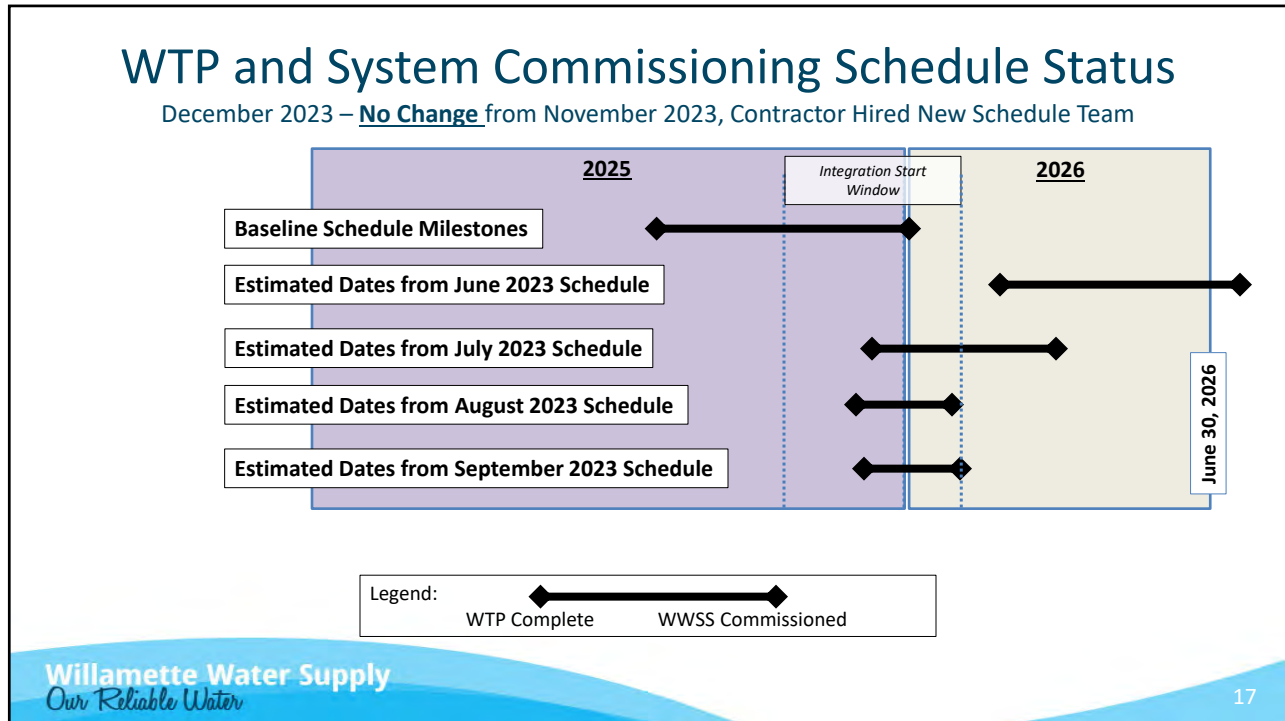
15

WWSP SCHEDULE RECOVERY PROGRESS UPDATE

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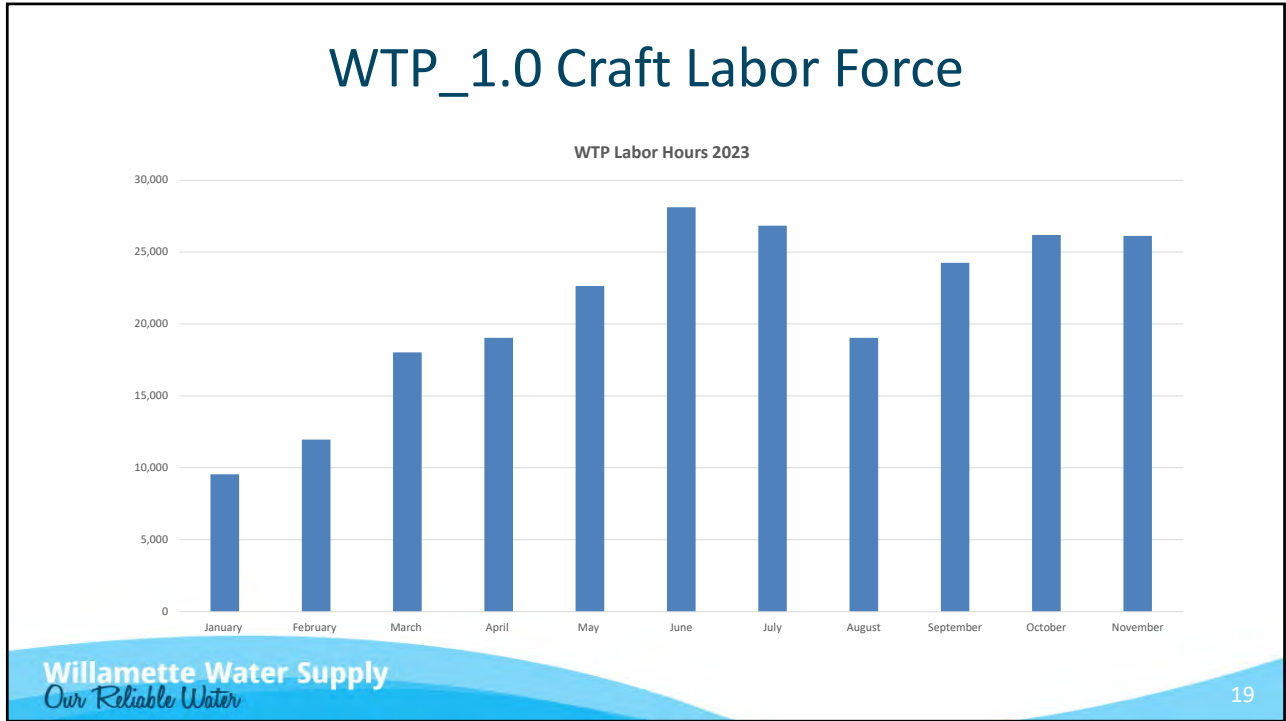
On-going Contractor Coordination

December 2023 – **No Change** from November 2023, Contractor Hired New Schedule Team

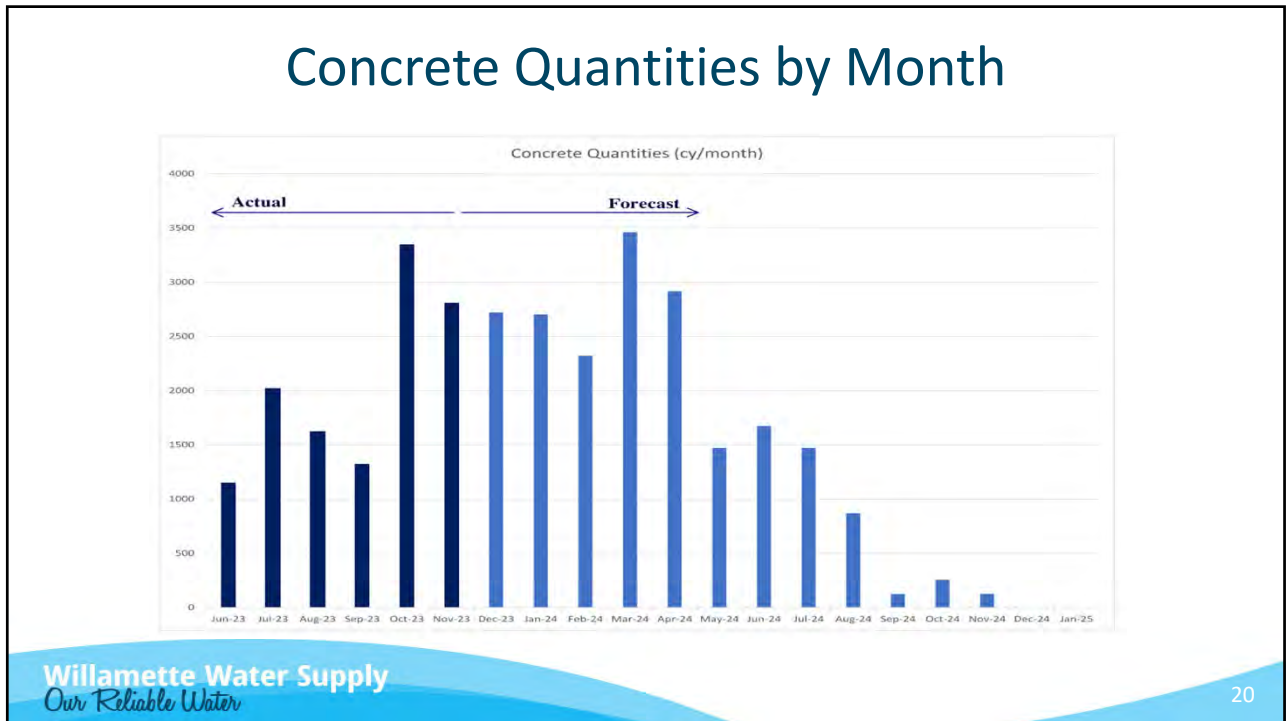
- **Delay Prevention:**
 - CM Team and Design Engineer prioritizing urgent field issue resolution
 - Weekly RFI and submittal prioritization with Contractor, Design Engineer, and CM Team
 - CM Team participation in subcontractor coordination meetings
- **Schedule Recovery Activities**

Activity	Status	Potential Schedule Improvement	Potential Cost Impact
Optimizing schedule logic for future activities	Ongoing through early 2024	None to Medium	0
Construction technique changes	Go / No-Go by end of 2023	Low to Medium	\$
Coating product substitution	Go / No-Go by end of 2023	None to Low	\$
6-day workweek or second shifts for certain trades	In review through end 2023	Medium to High	\$\$

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WWSP PERFORMANCE AUDIT

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WWSP Performance Audit

- In March of 2023, TVWD engaged Moss Adams, LLP to conduct a performance audit of the WWSP to ensure effective internal controls and recommend improvements.
- Audit Objectives:
 1. Validate Cost Report Calculations
 2. Ensure Expenditure Compliance
 3. Ensure Policy and Procedure Compliance

Audit Sample Information

- 62 transactions totaling \$29.8 million from FY20
- 20 contracts for policy and procedure compliance
- WWSP provided over 500 documents including:
 - Purchase orders
 - Invoices
 - Payments records
 - Contracts
 - Change orders

Results Summary

Objective	Result Outcome
1. Report Calculation Validation	Improvement Recommendation
2. Expenditure Compliance	No Exceptions
3. Policy and Procedure Compliance	No Exceptions

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Audit Recommendation – Report Calculation Validation

- “... costs ... were correctly allocated in accordance with Baseline Cost Shares Models as approved by the Management Committee and Finance Committee”
- Methodology had not been amended into the Agreement and approved by the WWSS Board, or, authorization authority had not been formally granted to the Finance and Management Committees to approve the methodology
- Recommendation:
 - Obtain WWSS Board approval of cost-allocation methodology
 - Board grant approval authority to Management Committee

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Management Response to the Recommendation

- Contend that the WWSS IGA grants authority to the MA (TVWD) to develop and implement the cost-share methodology
- Methodology reviewed and approved by the Finance and Management Committees prior to implementation

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Possible WWSS Commission Board Actions in Response to the Audit Recommendation

	Option	Actions
1	WWSS Board to formally adopt the cost-share methodology through resolution	Staff will prepare a resolution for the Board to act on at the February 1, 2024 meeting
2	WWSS Board for formally grant authority to the Management Committee	Staff will prepare a resolution for the Board to act on at the February 1, 2024 meeting
3	No additional action	Staff continue to manage sharing WWSP costs in accordance with the approved methodology that has been in use since 2020

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Staff Recommendation

- Given the limited remaining use of the cost-share allocation and its accepted use among the partners, staff recommends that the WWSS Board take no action on the auditor's recommendation.

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QUESTIONS?

30

WWSP CONSTRUCTION UPDATES

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Construction Progress

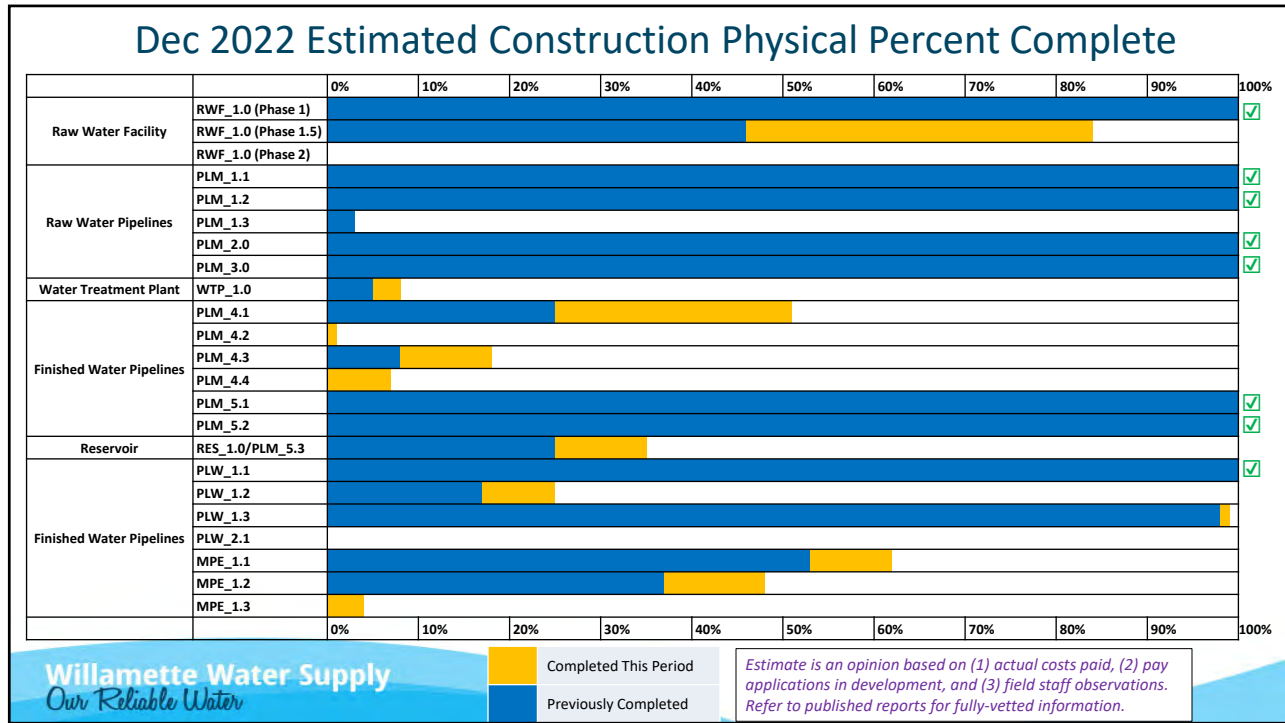
Projects currently in construction

The map shows construction projects across the Willamette Valley, with callout boxes providing details for projects currently in construction. The projects are color-coded and linked to specific geographic locations on the map.

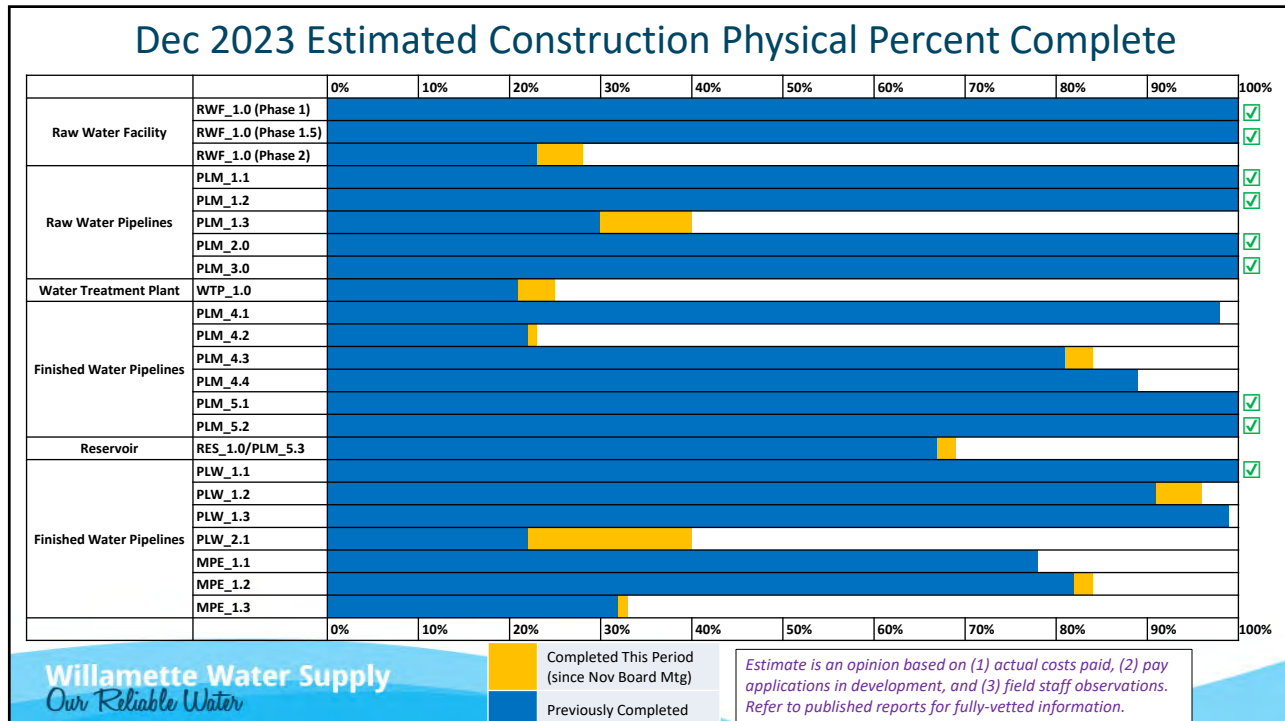
- RES_1.0** (Storage Tanks)
- PLW_2.1** (Orencia Woods)
- PLW_1.2** (South Hillsboro)
- PLM_5.3** (Grabhorn to Rosedale)
- PLM_4.3** (Roy Rogers)
- PLM_4.4** (Chicken Creek)
- PLM_4.1** (Hwy 99 Crossing)
- PLM_4.2** (Tualatin/Sherwood)
- PLW_1.3** (South Hillsboro)
- MPE_1.1** (Metzger Pipeline)
- MPE_1.2** (Metzger Pipeline)
- MPE_1.3** (Metzger Pipeline)
- WTP_1.0** (Water Treatment)
- PLM_1.3** (Wilsonville)
- RWF_1.0** (Phase 2)

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34

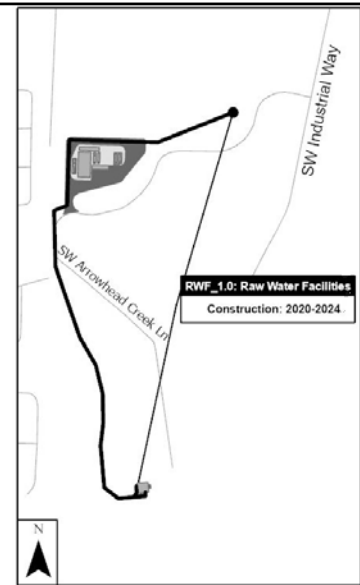
RWF_GMP-2.0

Contractor: Kiewit Infrastructure West Co.

Designer: Black & Veatch

Current and Planned Activities:

- Roof installation at Upper Site Electrical Building
- Architectural system framing (doors, windows, louvers, etc.) at Electrical Bldg.
- Upper site perimeter wall
- Electrical duct banks and site lighting
- Pump bases for new vertical turbine pumps
- Electrical work at Raw Water Pump Station



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Construction Photos – RWF_1.0 (GMP-2)



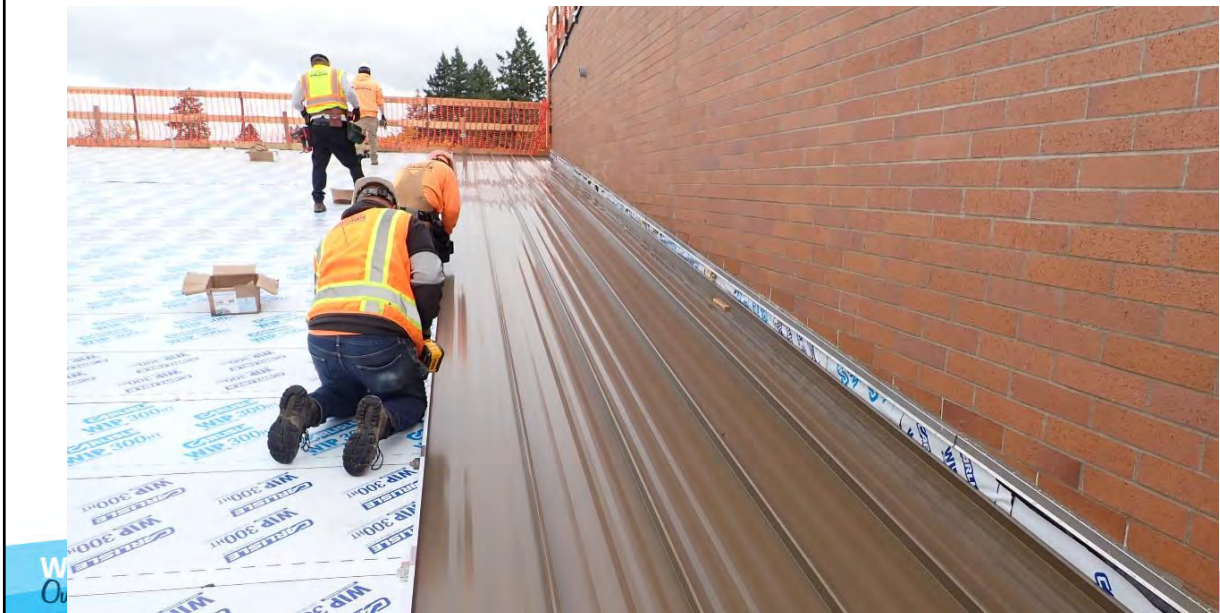
36

Construction Photos – RWF_GMP-2.0



37

Construction Photos – RWF_GMP-2.0



38

Construction Photos – RWF_GMP-2.0

Construction of support footings for HVAC ductwork



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Construction Photos – RWF_GMP-2.0

Raw Water Pump Station:
demolition of existing pump bases for new larger pump bases for WWSS vertical turbine pumps



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PLM_1.3

Contractor: Moore Excavation Inc.
 Designer: HDR

Current and Planned Activities:

- Curb & gutter, sidewalk, storm drain, and street panel restoration on 95th Ave.
- Completed 66-inch open cut waterline on Kinsman Rd.
- Began appurtenance construction on Kinsman Rd.
- Began 66-inch open cut waterline parallel to Boeckman Rd.
- Mobilized tunneling subcontractor for Boeckman Rd. to 95th Ave. railroad crossing
- Approximately 6850 LF of 66-inch waterline installed (51% of total)



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Construction Photos - PLM_1.3

66-inch waterline installation near Boeckman Rd.



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Construction Photos - PLM_1.3

Concrete sidewalk restoration on 95th Ave.



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Construction Photos - PLM_1.3

Tunneling equipment delivery to Boeckman Rd/95th Ave. railroad crossing (84-inch auger bore)



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WTP_1.0

Contractor: Sundt Construction, Inc.
Designer: CDM Smith

Current and Planned Activities:

- Continued 78" Overflow line and other yard piping
- Began excavation for footings at Area 08 (Admin Bldg)
- Finished slab and began wall concrete at Area 22 (Ballasted Flocc)
- Continued concrete work at Areas 25/26 (Ozone)
- Continued slab and wall construction at Area 28 (Filters)
- Continued concrete, electrical and process pipe at Area 30 (UV building)
- Completed perimeter concrete wall construction and began interior baffle walls at Area 35 (Clearwell)
- Completed concrete wall construction and began slide gate installation at Area 37 (EQ Basin)
- Began concrete slab construction for Area 40 (Gravity Thickeners)
- Began concrete slab construction for Area 52 (Thickened Sludge PS)
- Completed hydrostatic test for wet well at Area 53 (FWPS)



Willamette Water Supply
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45

Construction Photos - WTP_1.0

Filtration Area –
electrical power and
instrument signal
conduits in slab

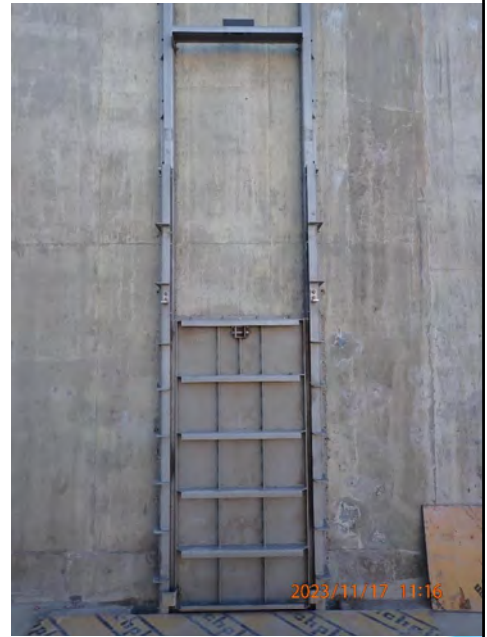


Willamette Water Supply
Our Reliable Water

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Construction Photos - WTP_1.0

Slide gate installation at EQ Basin



Willamette Water
Our Reliable Water

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Construction Photos - WTP_1.0

Interior baffle wall construction at Clearwell



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Construction Photos – PLM_4.2

Tualatin-Sherwood Rd. at 124th Ave. - trenchless launch shaft. County road widening on south side of road.



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Construction Photos – PLM_4.2

Trenchless launch shaft at 124th Ave. and Tualatin-Sherwood Rd.

WTP_1.0 project in background



Willamette Water Supply
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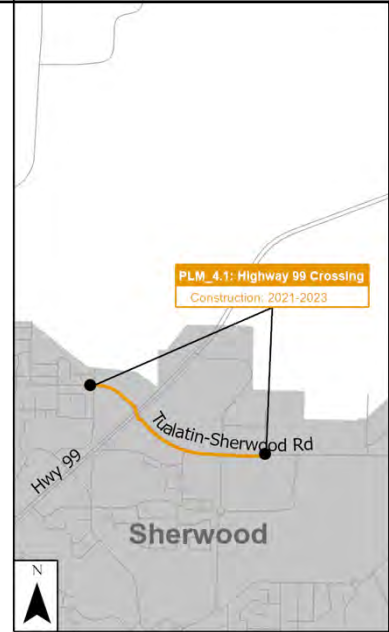
52

PLM_4.1

Partner: Washington County
Contractor: Moore Excavation Inc.
Designer: Brown & Caldwell

Current and Planned Activities:

- Appurtenance piping and vaults for 66-inch waterline
- Base paving for County road widening



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Construction Photos – PLM_4.1

Wax tape (corrosion protection) installed on air valve vent piping



54

Construction Photos – PLM_4.1

Air valve vent piping installation near Hwy 99



Willamette Water Supply
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PLM_4.4

Partner: Washington County
Contractor: Tapani Inc.
Designer: Brown & Caldwell

Current and Planned Activities:

- Continuing County road work.
- All 66-inch waterline installed and tested.
- Tie-ins to PLM 4.1 and PLM 4.3 to occur after both of those other projects are complete.



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PLM_4.3

Contractor: Tapani Inc.
Designer: Brown & Caldwell

Current and Planned Activities:

- Chicken Creek Crossing – Install 66-inch pipe in shafts, remove shaft shoring and backfill shafts
- Tualatin River Crossing – secant pile shaft demolition and backfill
- Approximately 10,640 LF of pipe installed (80% of total)
- Shotcrete finish of soldier pile and lagging wall with tie-backs at Tributary #4



Willamette Water Supply
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Construction Photos – PLM_4.3

Chicken Creek tunnel
shaft shoring removal



Willamette Water Supply
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Construction Photos – PLM_4.3

Installation of special pipe fittings in Chicken Creek tunnel south shaft



Willamette Water Supply
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Construction Photos – PLM_4.3

66-inch waterline installation up to Tualatin River tunnel north shaft



Willamette Water Supply
Our Reliable Water

60

Construction Photos – PLM_4.3

Installation of rebar for shotcrete finish of retaining wall at Tributary #4



Willamette Water
Our Reliable Water

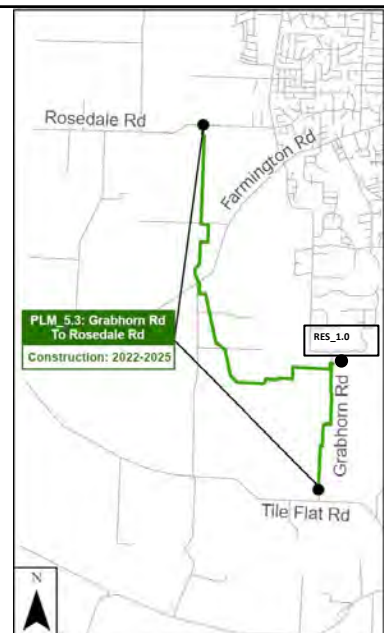
61

RES_1.0 / PLM_5.3

Contractor: Hoffman-Fowler JV
Designer: Black & Veatch / Jacobs

Current and Planned Activities:

- RES_1.0
 - Constructing concrete columns (more than 90% complete)
 - Began concrete roof slab (33% complete)
 - Continued work in valve vaults
 - Began masonry walls at Water Quality Building
- PLM_5.3
 - Completed installation of 66" waterline (except tie-ins to adjacent pipelines)
 - Completed interior joint mortar lining
 - Continued surface restoration and plantings



Willamette Water Supply
Our Reliable Water

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Construction Photos – RES_1.0

Reservoir roof slab construction



Willamette Water Supply
Our Reliable Water

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Construction Photos – RES_1.0

Water Quality Building masonry walls



Willamette Water Supply
Our Reliable Water

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Construction Photos – RES_1.0

Stainless steel weir and overflow pipe connection inside reservoir.

Willamette Water Supply
Our Reliable Water



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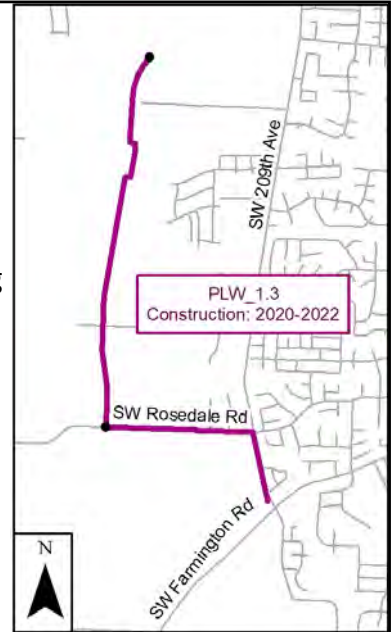
66

PLW_1.3

Contractor: Tapani, Inc.
Designer: Kennedy/Jenks

Current and Planned Activities:

- New fiber conduit installed via horizontal directional drilling at Butternut Creek
- Installed power conduit to Butternut Creek turnout



67

Construction Photos – PLW_1.3

Fiber conduit installation at north side of Butternut Creek



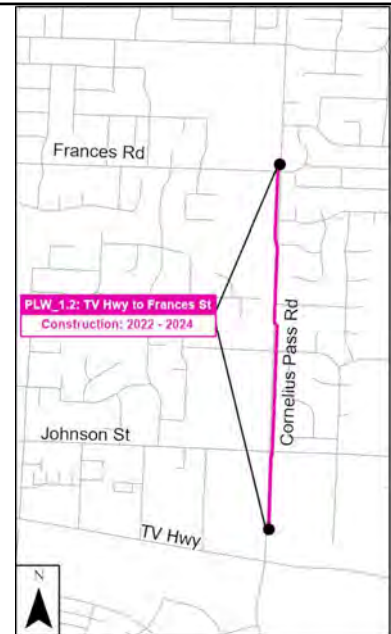
68

PLW_1.2

Partner: Washington County
 Contractor: Tapani, Inc.
 Designer: Kennedy/Jenks

Current and Planned Activities:

- Continuing Frances St. turnout vault pressure reducing valve (PRV) and associated pipe installation
- Site restoration
- Permanent power to electrical cabinets installed
- Beginning “deficiency list” work for closeout



Willamette Water Supply
 Our Reliable Water

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Construction Photos – PLW_1.2

Site restoration at Frances St. turnout; meter vault hatches in view



Willamette Water Supply
 Our Reliable Water

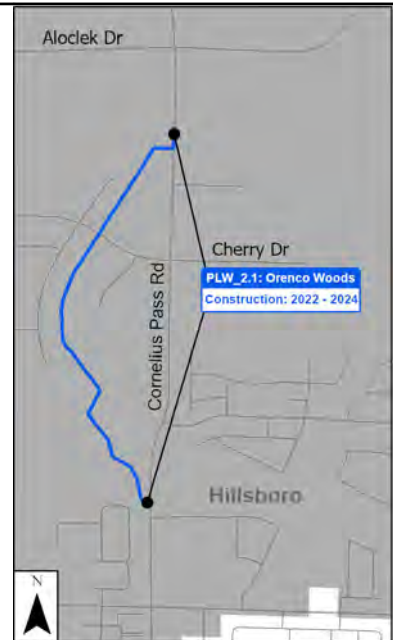
70

PLW_2.1

Contractor: Moore Excavation, Inc.
Designer: Kennedy/Jenks

Current and Planned Activities:

- Completed 48-inch waterline installation within Orenco Woods Nature Park (OWNP)
- Completed 48-inch waterline installation from OWINP to Cornelius Pass Rd.
- Beginning 48-inch waterline installation from staging area to Cherry Dr.



71

Construction Photos – PLW_2.1

48-inch waterline installation in Cornelius Pass Rd. near entrance to Orenco Woods Nature Park



72

Construction Photos – PLW_2.1

Completed haul road and temporary fence installation along “berm” alignment in advance of 48-inch waterline construction.



MPE_1.1

Partner: City of Beaverton
 Contractor: Moore Excavation Inc.
 Designer: Brown & Caldwell

Current and Planned Activities:

- Planning/coordination for Washington County Supply Line tie-in. Estimated to start in January 2024.



MPE_1.2

Contractor: Emery & Sons
 Designer: Brown & Caldwell

Current and Planned Activities:

- 48-inch waterline and appurtenances on Allen Blvd.
- 16-inch COB waterline on Allen Blvd.
- Mechanical and electrical work inside PFC facility
- Shaft excavation and tunneling setup at upper Fanno Creek crossing
- Surface restoration



Willamette Water Supply
 Our Reliable Water

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Construction Photos – MPE_1.2

48-inch waterline installation on Allen Blvd. inside casing below railroad tracks



Willamette Water Supply
 Our Reliable Water

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Construction Photos – MPE_1.2

16-inch COB waterline installation on Allen Blvd. inside casing below railroad tracks



Willamette Water Supply
Our Reliable Water

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Construction Photos – MPE_1.2

Sheet pile installation for tunnel launch shaft at upper Fanno Creek



Willamette Water Supply
Our Reliable Water

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Construction Photos – MPE_1.2

Valving and pipe installation inside PFC facility



Willamette Water Supply
Our Reliable Water

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MPE_1.3

Contractor: Emery & Sons
Designer: Brown & Caldwell

Current and Planned Activities:

- 48" waterline installation on Scholls Ferry Rd. headed west near 135th Ave (night work)
- Pavement restoration continuous with waterline installation



Willamette Water Supply
Our Reliable Water

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Construction Photos – MPE_1.3

48-inch waterline installation on Scholls Ferry Rd. (near 135th Ave.)



Willamette Water Supply
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Construction Photos – MPE_1.3

Trench pavement restoration on Scholls Ferry Rd. (near 135th Ave.)



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QUESTIONS?

Willamette Water Supply
Our Reliable Water


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Leadership Team Retreat Update

December 5, 2023



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Overview of Presentation

Highlights

- Purpose of the Leadership Team Retreat
- Proposed changes to District initiatives
 - Delays
 - Accelerations
 - Modifications
- Proposed next steps
- Discussion and direction from the Board

JOURNAL REPORTS: LEADERSHIP

Why Bosses Should Ask Employees to Do Less— Not More

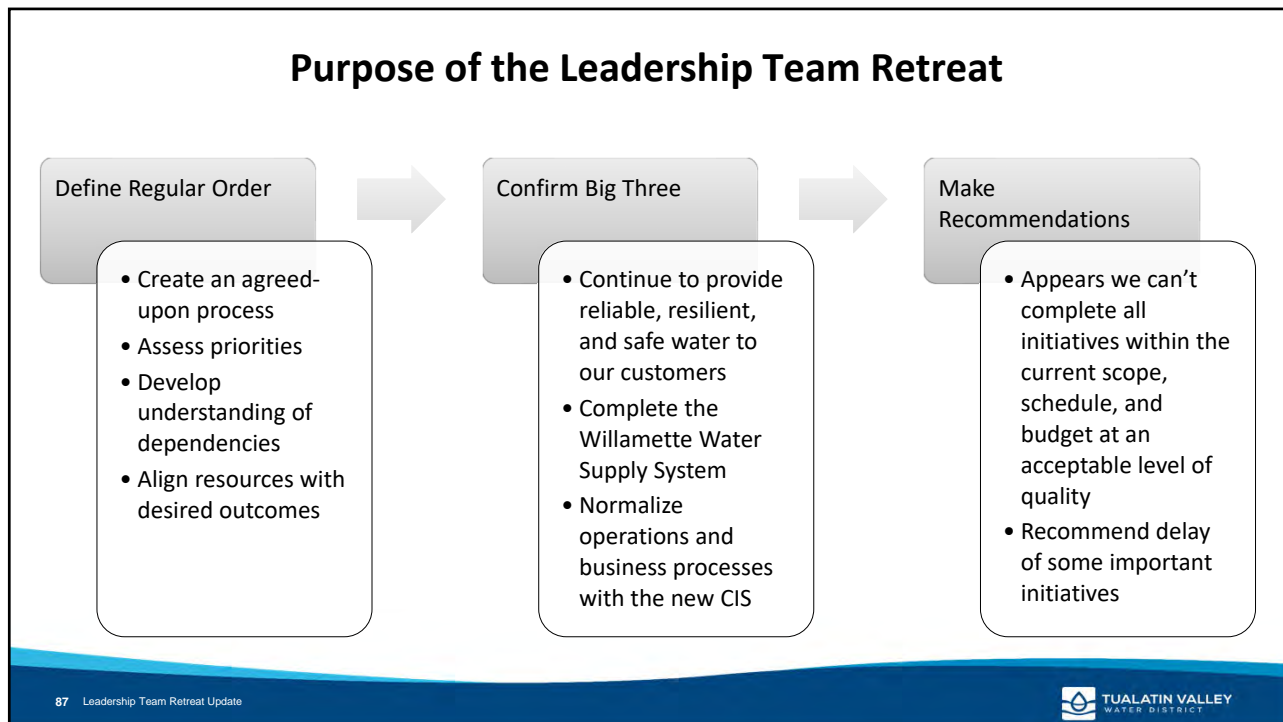
Too many leaders think the key to success is to pile on staff, technology, meetings, training, rules and more. The opposite is true.

By Robert I. Sutton

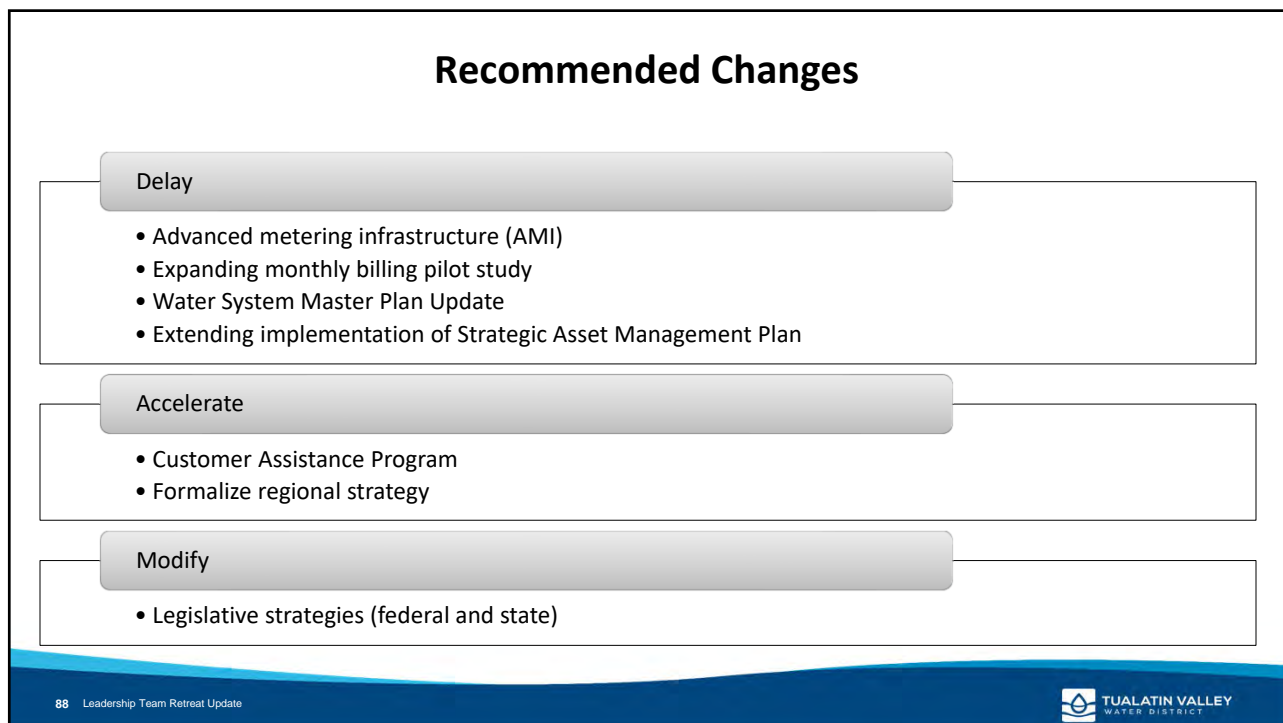
Updated Sept. 25, 2022 8:00 am ET

“More businesses die from indigestion than starvation.”

That’s what Hewlett-Packard co-founder David Packard warned in 1995 about the danger of company leaders who add too much to their workplaces and subtract too little.



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Advanced Metering Infrastructure

Assumptions

- Implemented within 36 months. First 10 months dedicated to technology selection
- Budget excluded recommended contingency
- Project plan assumes use of internal resources that were not included in the budget
- Only meters older than 20 years would be replaced – others retrofitted with AMI heads

Challenges

- Scope, schedule, and budget are unrealistic
- Rescheduling federal grant may be difficult
- Business case and assumptions need verification
- Requires focus of the same staff responsible for the normalization of the new CIS
- Competes directly with WWSS for unique personnel resources and customer focus

Recommendation

- Delay until after Water Supply Integration (WSI) project is secured
- Work with Bureau of Reclamation on grant or apply for grant in the future
- Develop interim solution for customer promised AMI

Expansion of Monthly Billing Pilot

Assumptions

- Monthly billing would be expanded to customers as AMI was implemented
- Monthly billing is key activity to assist most vulnerable customers

Challenges

- AMI heads/meters unlikely to be installed in meaningful numbers within current biennium
- Requires focus of the same staff responsible for the normalization of the new CIS
- Results from current pilot still being collected
- *Adopted 2023-25 Biennial Budget* did not include adequate appropriations

Recommendation

- Continue to collect information from pilot area and control group
- Develop implementation plan
- Undertake analysis of monthly block threshold differences
- Include budget for expansion of monthly billing in future budget
- Prioritize new *Customer Assistance Program*

Water System Master Plan

Assumptions

- Implement new technology for the update to the *Water System Master Plan*
- Update to *Water System Master Plan* would precede completion and implementation of the WWSS thereby having a short life

Challenges

- Competes with both the Water Supply Integration project and Commissioning and Startup project for key District staff
- Limited value of a new master plan as we focus on implementing the WWSS

Recommendation

- Continue the efforts to update the District's Water Management and Conservation Plan (WMCP)
- Update the District's *Water System Master Plan* after the WWSS is online

Strategic Asset Management Plan

Assumptions

- Complete improvements to the District's Computerized Maintenance Management System (CMMS)
- Perform all necessary maintenance of our water system assets

Challenges

- Competes with both the Water Supply Integration project and Commissioning and Startup project for key District staff
- Significant assets (e.g., WWSS) are in development and will be incorporated into the SAMP

Recommendation

- Complete efforts currently underway
- Delay extending the SAMP to new areas

New Customer Assistance Program

Assumptions

- New CAP is fully funded in the Adopted 2023-25 Biennial Budget
- Most vulnerable customers can benefit from the CAP as soon as implemented

Challenges

- Requires agreement with a third-party agency for income verification
- May benefit from some bill redesign
- Requires outreach
- Competes for the same staff responsible for the normalization of the new CIS

Recommendation

- Accelerate the implementation of the new CAP
- Develop overall project plan
- Coordinate to minimize adverse impact on the normalization of the new CIS

Regional Strategy

Assumptions

- Partners (current and potential new) have requested assistance from the District
- Providing assistance benefits both TVWD's customers and the partners' customers
- Benefits of regional partnerships will build over time for neighboring utilities

Challenges

- Some partners may be concerned with TVWD's increased regional role
- TVWD has not articulated criteria it would use in evaluating regional opportunities

Recommendation

- Staff develop a formal regional strategy for Board Adoption
- District share this regional strategy with its partners

Modify Legislative Strategies

Assumptions

- Current strategy identified a staff addition for this role
- TVWD uses professional lobbyists and other industry associations for state and federal legislative issues

Challenges

- Creating new presences in Salem and Washington, DC
- Size of portfolio of responsibility may not attract some candidates

Recommendation

- Repurpose position to build capacity in Communications Division
- Continue to leverage external lobbyists and industry associations

Iterating to a Solution

Next Steps

- Tonight's discussion and direction from the Board tonight
- Leadership Team reconvene and refine recommendations to align with direction
- Leadership Team present modified work plans at the February Board Work Session



TUALATIN VALLEY WATER DISTRICT

Date: December 20, 2023
To: Board of Commissioners
From: Sam Kaufmann, District Recorder
Subject: Resolution Establishing 2024 Board Meeting Dates

Requested Board Action:

Consider adopting a resolution establishing regular monthly meeting dates of the Board of Commissioners for calendar year 2024.

Key Concepts:

- This action will provide specific dates to fulfill the Board’s statutory requirement to meet once per month to conduct District business (ORS 264.430(1)).

Background:

In order to conduct regular business for the Tualatin Valley Water District, the Board of Commissioners must meet on a monthly basis. The attached resolution clarifies the dates and time of meetings for calendar year 2024. The Board of Commissioners has the ability to change meeting dates by Board action.

Budget Impact:

None.

Staff Contact Information:

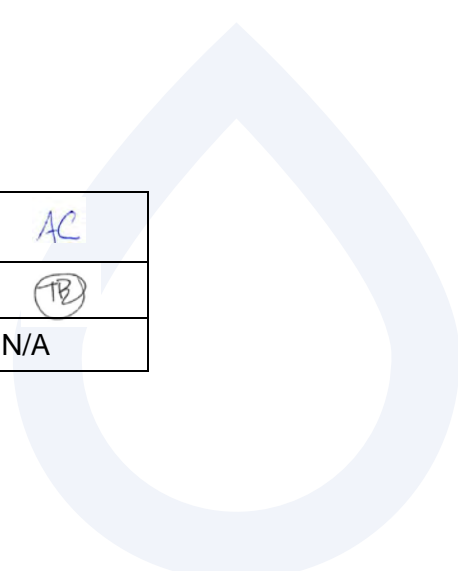
Sam Kaufmann; District Recorder; 503-848-3094; sam.kaufmann@twvd.org

Attachments:

Proposed Resolution 21-23

Leadership Team Initials:

Interim Chief Executive Officer	<i>PK</i>	Customer Service Manager	<i>AC</i>
Chief Operating Officer	<i>PDB</i>	IT Services Director	<i>(TB)</i>
Interim Chief Financial Officer	<i>JC</i>	Human Resources Director	N/A



General Counsel	CB	Water Supply Program Director	CB
Communications & Public Affairs Supervisor	JD		





TUALATIN VALLEY
WATER DISTRICT

RESOLUTION NO. 21-23

A RESOLUTION ESTABLISHING REGULAR MONTHLY MEETING DATES OF THE BOARD OF COMMISSIONERS FOR THE CALENDAR YEAR 2024.

WHEREAS, the Board of Commissioners annually sets its regular meeting calendar by resolution, and hereby being fully advised.

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

Section 1: The regular meetings shall be held the third Wednesday of each month at 6:00 p.m.

Section 2: Meeting dates may be changed by a motion of the Board.

Section 3: The meetings are to be held at the Tualatin Valley Water District, Administrative Office, located at 1850 SW 170th Avenue, Beaverton, Oregon 97003.

Section 4: In accordance with ORS 192.640, public notice requirements, all meetings will be advertised as required.

Approved and adopted at a regular meeting held on the 20th day of December 2023.

Todd Sanders, President

Jim Doane, Secretary





TUALATIN VALLEY
WATER DISTRICT

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TUALATIN VALLEY

WATER DISTRICT

Date: December 20, 2023
To: Board of Commissioners
From: Clark Balfour, General Counsel
Subject: Amended and Restated Intergovernmental Agreement of Regional Water Providers Consortium (2023)

Requested Board Action:

Adopt Resolution 22-23 to approve the Amended and Restated Intergovernmental Agreement of Regional Water Providers Consortium (2023).

Key Concepts:

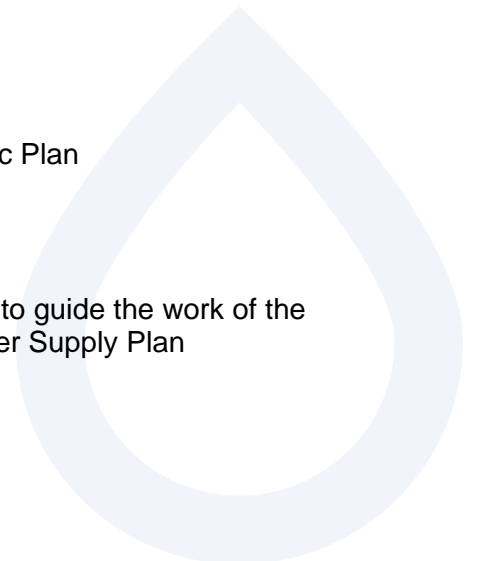
- TVWD has been involved in regional water supply planning since the 1980s with the City of Portland and other water providers in the Tri-County area.
- These efforts resulted in TVWD joining the Regional Water Providers Consortium Intergovernmental Agreement in 1997 as amended in 2004.
- The attached 2023 updated IGA contains minor amendments to the existing agreement to account for different classes of membership and other matters.

Background:

TVWD has been involved in regional water supply planning since the 1980s. As part of the Regional Water Providers Advisory Group, TVWD helped to formulate and adopt the Regional Water Supply Plan in 1996 that recognized the Willamette as the fourth regional source. That became one of the launch points for TVWD's efforts in Wilsonville shortly thereafter. To implement the Regional Water Supply Plan, TVWD and fourteen other providers created the Intergovernmental Agreement of Regional Water Providers Consortium in 1997. That agreement was further amended in 2004. After nearly twenty years, further tune-up is necessary and that is the purpose of the attached agreement.

The proposed 2023 IGA revises the current version from 2004. The amendments are minor and include:

- Provisions for Full Member and Associate Member
- Definition of "Region"
- Removal of outdated Metro references
- Update of purposes to align with the mission statement and Strategic Plan
- Update of withdrawal language to encourage timely notification
- Revision of dues language for Associate Members
- Added obligation and Board authority to maintain the Strategic Plan to guide the work of the Consortium and removed the obligation to update the Regional Water Supply Plan



- Added language regarding the roles and responsibilities of the Executive Committee
- Other language changes to streamline implementation of the Agreement of Regional Water Providers Consortium (2023), attached to Resolution 22-23

Staff recommends adoption of the Amended and Restated Intergovernmental Agreement of Regional Water Providers Consortium (2023)

Budget Impact:

None. There are budgeted funds available for this effort.

Staff Contact Information:

Clark Balfour; General Counsel; 503-848-3061; clark.balfour@tvwd.org

Joel Cary; Water Resources Division Manager; 503-848-3019; joel.cary@tvwd.org

Attachments:

Proposed Resolution 22-23

Amended and Restate Intergovernmental Agreement of Regional Water Providers Consortium (2023)

Regional Water Provider’s Consortium Memorandum from Consortium Managing Director Rebecca Geisen

Leadership Team Initials:

Interim Chief Executive Officer	<i>PC</i>	Customer Service Manager	<i>AC</i>
Chief Operating Officer	<i>PDB</i>	IT Services Director	<i>(TB)</i>
Interim Chief Financial Officer	<i>PC</i>	Human Resources Director	N/A
General Counsel	<i>CB</i>	Water Supply Program Director	<i>(JR)</i>
Communications & Public Affairs Supervisor	<i>SD</i>		





TUALATIN VALLEY
WATER DISTRICT

RESOLUTION NO. 22-23

A RESOLUTION APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT OF REGIONAL WATER SUPPLY CONSORTIUM (2023).

WHEREAS, since the 1980s, Tualatin Valley Water District (District) has participated in regional water supply discussions with the City of Portland and other water providers in the Tri County Area regarding water supply planning, sources of supply, conservation, and related matters; and

WHEREAS, in 1997, the District and other water providers entered into the Regional Water Advisory Consortium to develop the Regional Water Supply Plan and engage in mutually beneficial efforts regarding water supply planning and delivery, and that agreement was further amended in 2004; and

WHEREAS, the parties to the 2004 agreement have determined that further amendments are necessary to allow for full and associate membership, match current and anticipated future efforts and delete references to past efforts that are no longer required, all as set forth in the Amended and Restated Intergovernmental Agreement of the Regional Water Supply Consortium (2023) ("2023 Agreement"), attached hereto and incorporated by reference; and

WHEREAS, the Board of Commissioners wish to enter into the 2023 Agreement and continue participation as a full member and being advised.

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

Section 1: The Amended and Restated Intergovernmental Agreement of the Regional Water Supply Consortium (2023) is hereby approved.

Section 2: The Board President is authorized to execute this Agreement on behalf of the District.

Approved and adopted at a regular meeting held on the 20th day of December 2023.

Todd Sanders, President

Jim Doane, Secretary



AMENDED AND RESTATED

INTERGOVERNMENTAL AGREEMENT OF

REGIONAL WATER PROVIDERS CONSORTIUM

(2023)

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REGIONAL WATER PROVIDERS CONSORTIUM

This Amended and Restated Intergovernmental Agreement of the Regional Water Providers Consortium (2023) is entered into by and among the undersigned municipalities and districts, hereinafter called "Participants," to participate in the Regional Water Providers Consortium for the Portland Metropolitan Region ("the Consortium").

RECITALS

WHEREAS, in 1989 water providers of the Portland metropolitan area began meeting in an informal group called the "Regional Providers Advisory Group" to coordinate water supply planning efforts; and

WHEREAS, in 1996 a Regional Water Supply Plan was completed; and

WHEREAS, the Regional Water Supply Plan, which contains specific recommendations for cooperation and coordination between the water providers in this region through the formation of the Regional Water Providers Consortium, was adopted by signatory water providers in their *Inter-Governmental Agreement of Regional Water Providers Consortium*; and

WHEREAS, as the regional land use agency under state law and regional charter, the Metropolitan Service District ("Metro") adopted the Regional Water Supply Plan as part of the Metro Regional Framework Plan; and

WHEREAS, in 1997 the Consortium was formed when 15 Participants entered into an intergovernmental agreement to endorse the Regional Water Supply Plan and coordinate and cooperate in its implementation, and amended that intergovernmental agreement in 2004-05 (*2004-05 IGA*); and

WHEREAS, the Participants desire to amend and restate the 2004-05 IGA to make certain updates to the Participants and their obligations, and to streamline certain procedures, while continuing to endorse the Regional Water Supply Plan; and

WHEREAS, ORS Chapter 190 authorizes units of local government to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has authority to provide; and

WHEREAS, all the Participants of this Agreement are thus authorized to enter into an intergovernmental agreement;

NOW, THEREFORE, the Participants agree as follows:

Section 1. Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

"Agreement" – Shall mean this document and any authorized amendments thereto.

"Associate Member" – Shall mean a Participant that does not have an appointed representative to the Board and that pays reduced dues as determined by the Board.

"Board" – Shall mean the Board of Directors established by Section 9 of this Agreement, consisting of one member from the governing body of each Full Member Participant.

"Bylaws" – Shall mean the regulations of the Consortium adopted by the Board pursuant to Section 9.B. of this Agreement.

"Consortium" – Shall collectively mean all Participants to this Agreement acting pursuant to and under the terms of the Agreement.

"Consortium Funds" – Shall mean Consortium funds consisting of all dues, voluntary contributions, grant monies, and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

"Executive Committee" – Shall mean the committee established by Section 10 of this Agreement.

"Full Member" – Shall mean a Participant that has an appointed representative to the Board and Technical Committee and that pays full dues as outlined in Section 7.

"Participant" – Shall mean any signatory to the Agreement.

"Plan" – Shall mean the 1996 "Regional Water Supply Plan" for the Portland Metropolitan Area, and all subsequent amendments thereto.

"Region" – Shall mean the area within which Participants provide services to Retail Customer Accounts.

"Retail Customer Accounts" – Shall mean all retail accounts that are billed by a Participant (including residential single family, residential multifamily, commercial, industrial, and wholesale accounts).

"Technical Committee" – Shall mean the committee established by Section 11 of this Agreement.

"Total average daily water use" – Shall mean all billed water usage for Retail Customer Accounts.

Section 2. Purposes

The general purposes of the Consortium are as follows:

- A. To provide leadership in the planning, management, stewardship, and resiliency of drinking water in the Region;
- B. To foster coordination in the Region by sharing knowledge, technical expertise, and resources between Participants;
- C. To serve as the central custodian for Consortium documents, data, and studies;
- D. To review and recommend revisions to the Plan, as appropriate;
- E. To provide a forum for the study and discussion of water supply issues of mutual interest to Participants;
- F. To promote fiscal responsibility by pooling resources to achieve economies of scale;
- G. To allow for public participation in Consortium activities;
- H. To promote stewardship, emergency preparedness, and water conservation in the Region through outreach and education;
- I. To strengthen emergency preparedness and resiliency among water providers in the Region;
- J. To ensure safe and reliable drinking water is accessible to all.

Section 3. Strategic Plan

- A. The Consortium will maintain a strategic plan to guide its work, establish priorities, and set goals for the strategic planning timeline.
- B. The strategic plan will be updated at an interval set by the Board.

Section 4. Cooperation and Participants' Retained Powers

The Participants intend that the Consortium shall act through the processes laid out herein in the spirit of cooperation. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other or to the Consortium its water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.

Section 5. Consortium Authority

In accomplishing its purposes, and utilizing the organizational structure and decision-making processes contained herein, the Consortium is authorized to:

- A. Adopt or revise Bylaws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including such things as meeting arrangements, voting procedures, election of officers of Consortium boards and committees, notice procedures, procedures for execution of binding legal documents, budgeting, and financial operations.
- B. Adopt or revise, and implement an annual work plan and budget and issue annual reports and such supplementary reports as the Consortium may determine appropriate;
- C. Update and adopt its strategic plan as set forth in Section 3.
- D. Collect regular dues from Participants to support the routine business of the Consortium in amounts established as established in Section 7;
- E. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with Consortium purposes;
- F. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;
- G. Expend Consortium funds, however obtained, and establish accounts and accounting processes to manage Consortium funds, which may include utilizing the accounts and processes of Participants for such purposes under appropriate agreements;
- H. Execute public procurement contracts and enter into arrangements whereby Participants may enter into a public procurement contract on behalf of the Consortium;
- I. Execute intergovernmental agreements;
- J. Establish procedures or recommendations for the hiring, dismissal, and review of Managing Director, and to delegate such activities to a Participant;
- K. Accept assignment of staff from individual Participants to conduct Consortium work and to reimburse the Participants for the salary and other costs associated with the assigned staff;
- L. Establish procedures and criteria whereby other governmental entities may become a Participant in this Agreement;

- M. Establish a process to coordinate Participant response to water policy issues of mutual interest or concern;
- N. Establish procedures to solicit the views of the public on water supply and water resource issues within the purview of the Consortium;
- O. Establish a process whereby water policy and water supply disputes or disagreements among Participants may be resolved;
- P. Protect Consortium rights and enforce obligations owed to the Consortium by third parties to the extent permitted by law;
- Q. Take other action within the powers specifically granted to the Consortium herein by the Participants to exercise the authority granted in this Section 5 and to carry out the purposes stated in Section 2.

Section 6. Participants

- A. Participant Memberships: A Participant may join as a Full Members or Associate Member in accordance with the definitions set forth in Section 1 and as further provided in the Bylaws.
- B. Any Participant which, having once joined, withdraws or is expelled from the Consortium for non-payment of dues, may only re-join as provided in Section 7.F.
- C. Additional Participants: The Board may accept additional governmental entities as Participants into the Consortium under terms and financial arrangements that the Board determines just and appropriate. The Board may establish standards for membership in the Bylaws or may allow Participants to join on a case-by-case basis. Provided, however, that in all cases, no new Participant may join the Consortium without the affirmative vote of a majority of the Board.
- D. Withdrawal: Any Participant may withdraw from the Consortium at any time by giving written notice to the Chair of the Consortium Board. Consortium dues already paid shall not be refunded to the withdrawing Participant. Unless otherwise approved by the Board, a withdrawing Participant shall have no ownership or interest in a Consortium asset after the date of withdrawal. Any Participant intending to withdraw from the Consortium shall make its best efforts to advise the Board Chair of that fact prior to February 1 and the approval of the Consortium budget for next fiscal year. Participants acknowledge that failure to notify the Consortium in accordance with these procedures may cause financial harm to the Consortium.

Section 7. Dues

- A. Each Participant shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the Board's own motion.

- B. The dues of each Participant shall be determined annually as follows:
 - 1. Total annual dues for all Participants shall be set to equal the annual budget for the Consortium, not counting budget items to be funded by fewer than all the Participants as provided in Section 8.C.

 - 2. Any grants or non-dues monies obtained by the Consortium may be applied towards the annual budget, thereby reducing the annual dues assessments commensurately.

 - 3. The Board shall establish the dues obligation of Associate Members at the time it approves an entity's membership and which amount is subject to any changes set forth in the Bylaws.

 - 4. The total annual dues of an Associate Member shall be subtracted from the total annual dues-based budget, described in subsection 7.B.1. leaving a budget number to be funded by Full Member dues. Dues shall be set so that the dues of each Full Member reflect its proportional share of that sum based on the following formula:
 - (a) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of the total number of all Participants' Retail Customer Accounts for the prior year;

 - (b) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of total average daily retail water use (in million gallons per day) in the prior year of all Participants.

- C. Minimum dues may be set by the Board to cover costs of adding a new Participant as outlined in the Bylaws.

- D. In-kind contributions may be made in lieu of dues if approved by the Board. In-kind contributions must be tracked and quantified.

- E. A Participant that fails to pay its assigned dues by September 1, or a time otherwise established by the Board pursuant to Section 7.A., may be removed by the Board as a Participant after two reminders are sent.

- F. Upon a majority vote of the Board, a removed Participant (or a Participant that has previously withdrawn from membership) may be reinstated in the Consortium upon its agreement to pay its full dues for the year during which it wishes to rejoin (calculated as if the entity had been a Participant at the time the budget was approved). Upon receipt of such dues by a rejoining Participant, the Board shall add the dues payment to the existing budget for expenditure or carry over to the following year's budget.
- G. If a new Participant joins the Consortium during an annual dues cycle, its dues and those of the existing Participants shall be calculated as follows:
 - 1. If a new Participant is a Full Member, its dues requirement will be calculated pursuant to Section 7.B.4.
 - 2. If a new Participant is an Associate Member, its dues will be determined as provided in Section 7.B.3.
 - 3. The initial year dues for a new Participant joining partway through a fiscal year will be pro-rated to reflect partial year membership if more than halfway through the fiscal year.
 - 4. New Participants joining at any time after September 1 shall pay their initial year's dues within 90 days of signing this Agreement.

Section 8. Work Plan and Budgeting

- A. Each year, at the first Board meeting of the calendar year, the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.
- B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's annual work plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7 and a table apportioning the dues to each Participant.
- C. The budget may include special projects that will be funded by fewer than all of the Participants on a voluntary basis as outlined in Section 5.E.
- D. The Board may amend the budget and the work plan at any time as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditures.
- E. Participants shall provide to Consortium staff the data necessary to calculate the annual dues for budgeting and planning in a timely manner.

Section 9. Consortium Board

- A. The Board shall be made up of one member from the governing body of each Full Member. Each Participant shall also name an alternate Board representative from its governing body to serve in case the primary representative cannot. Provided, however, that if the Board Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. Annually, the Board shall elect a Board Chair and a Vice Chair and appoint the Executive Committee members in accordance with the provisions in the Consortium Bylaws.
- C. The Board is authorized to: (1) approve the Consortium's annual work plan and budget; (2) approve the Consortium's strategic plan; (3) set Consortium policy; (4) approve new Participants; (5) initiate updates to the Plan as needed; (6) approve minor amendments to the Plan; (7) recommend to Participants' governing bodies major amendments to the Plan; (8) recommend to Participants' governing bodies amendments to this Agreement; (9) adopt and update the Bylaws; (10) exercise any other powers and authority granted to the Consortium by this Agreement necessary to accomplish the Consortium's purposes.
- D. The Board shall have the authority to designate which amendments to the Plan are major and which are minor for purposes of determining the process for amendment consideration. Generally, major amendment to the Plan should include revisions to the Plan's policy objectives, resource strategies, or implementation actions which significantly alter Plan direction or would significantly change the implementation strategies. Minor amendments are all other changes to the Plan.
- E. The Board may assign such duties or delegate such Board authority as the Board deems advisable to any Participant, Board committee, the Executive Committee, or to the Technical Committee, except that the Board may not delegate the authority (1) to execute intergovernmental agreements, (2) to designate Plan amendments as minor or major, (3) to recommend major Plan Amendments or amendments to this Agreement, (4) to approve the annual work plan and the budget, (5) to approve minor Plan amendments, (6) to approve the admission of Participants to the Consortium, or (7) to dissolve the Consortium.
- F. To be effective, Board actions must be approved by a vote of a majority of the Board at a meeting at which a simple majority of the Board is present.

Section 10. Executive Committee

- A. The Consortium shall have an Executive Committee, which shall be appointed by the Board and consist of seven Board members, one of which shall be the Board Chair. The Board shall endeavor to appoint Executive Committee members in a manner that achieves geographic representation and representation from municipalities, special districts, and other types of entities that form the Consortium.

- B. The Board Chair shall be the Chair of the Executive Committee.
- C. The Executive Committee shall serve to assist the Board in more timely and meaningful policy action as outlined in the Bylaws.
- D. The Executive Committee shall at no time act on behalf of the Board unless specifically authorized by the Board to do so as provided in Section 9.E.
- E. Except for the Board Chair, the term for each Executive Committee member shall be two years, and individuals may serve consecutive terms if re-appointed.
- F. To be effective, Executive Committee actions must be approved by a vote of a majority of the Executive Committee at a meeting at which a simple majority of the Executive Committee is present.

Section 11. Technical Committee

- A. The Consortium shall have a Technical Committee, which shall be made up of one staff representative appointed by each Full Member. Each Full Member shall also appoint an alternate Technical Committee representative to serve when the primary representative cannot. Provided, however, that if the Technical Committee Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. On an annual basis, the Technical Committee shall elect a Chair and Vice Chair.
- C. The Technical Committee shall advise and provide assistance to the Board on any matters falling within the Consortium's purview under this Agreement, and may act upon Board delegation of authority as provided in Section 9.E.
- D. The Technical Committee under the provisions of any agreement or contract to provide staff shall advise Consortium staff and assume the responsibility to draft proposed work plans, budgets, annual and other reports, plan amendments, and implementation proposals for submission to the Board or Executive Committee as appropriate.
- E. To be effective, Technical Committee actions must be approved by a vote of a majority of the Technical Committee at a meeting at which a simple majority of the Technical Committee is present.

Section 12. Dispute Resolution

It is the intention of the Participants to limit the issues available for dispute resolution. The issues raised must be related to interpretation of the express terms of this Agreement. No issues related to water supply development or program development by individual Participants may be raised.

Any such dispute shall, if possible, be resolved through the use of a mandatory, but non-binding dispute resolution mechanism established by the Board through the Bylaws.

Section 13. Duration and Dissolution

This Agreement shall remain in effect, subject to the following: (1) any Participant may withdraw at any time as provided in Section 6.D. of this Agreement; (2) should all but one Participant withdraw, the Agreement shall end and the Consortium shall be dissolved; (3) the Agreement may be ended and the Consortium dissolved by a vote of the Board; (4) remaining funds shall be distributed in accordance with the Bylaws.

Section 14. Legal Liability

Participants agree to share any costs or damages, including reasonable attorney's fees, from third party actions against the Consortium. The obligation shall apply to any entity that was a Participant in the Consortium at the time the liability arose or the cause of action accrued. Payment obligations shall be proportional to the dues of each entity. Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Board. The obligations of a Participant under this Section 13 shall survive that Participant's withdrawal from the Consortium, termination of this Agreement, or dissolution of the Consortium.

Section 15. Oregon Law and Forum

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

Section 16. Public Notification

The Board, the Executive Committee, and the Technical Committee shall be deemed public bodies for purposes of Oregon's public meeting laws as provided by ORS Chapter 192. Other committees or sub-committees are subject to ORS Chapter 192 only as applicable.

Section 17. Agreement Amendment

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing body of every Participant.

Section 18. Indemnification

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

Section 19. Severability

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

Section 20. No Third-party Beneficiaries

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

Section 21. Merger Clause

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

Section 22. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The Participants agree that any Participant may execute this Agreement, including any Agreement amendments, by electronic means, including the use of electronic signatures.

AMENDED AND RESTATED REGIONAL WATER PROVIDERS CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the signatory hereby causes this agreement to be executed.

(Signatory page can be changed to fit specific adoption process)

SIGNATORY PARTY

Jurisdiction or Entity Name

By: _____

Title: _____

Print Name: _____

Contact Person: _____

Dated: _____

Address: _____

Send signed agreement to Patty Burk patty.burk@portlandoregon.gov or mail to:

Portland Water Bureau
Attn: Patty Burk
1120 SW 5th Ave. Suite 405
Portland, OR 97204



TUALATIN VALLEY
WATER DISTRICT

Date: December 20, 2023
To: Board of Commissioners
From: Justin Carlton, Interim Chief Financial Officer
Subject: Acceptance of the Annual Comprehensive Financial Report (ACFR) for the fiscal years ended June 30, 2023 and 2022.

Requested Board Action:

Consider accepting by motion of the Board the report of the independent auditor and the District's Annual Comprehensive Financial Report for the fiscal years ended June 30, 2023 and 2022.

Key Concepts:

- The District's auditor, Moss Adams LLP, has completed its audit of the District's financial statements as of and for the fiscal year ended June 30, 2023.
- Staff has prepared the District's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2023 and 2022.
- Acceptance by the Board of the District's ACFR and reports of the District's independent auditor allows staff to file the District's financial statements contained within the ACFR with the Oregon Secretary of State as required by Oregon law.

Background:

Julie Desimone, CPA, of Moss Adams LLP will present the reports of the District's independent auditors to the Board and will be available to answer questions.

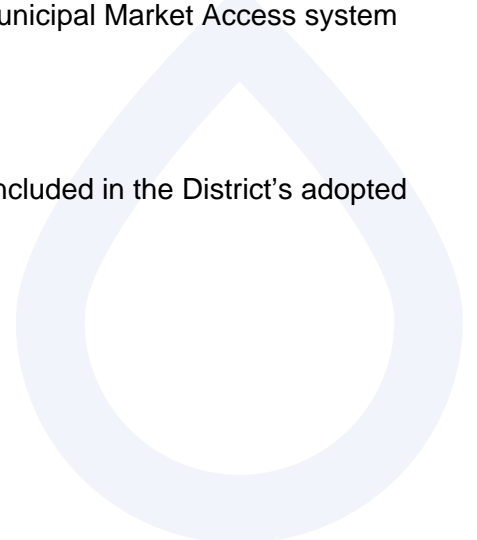
The District has received an unmodified or "clean" opinion which indicates that the District's financial statements present fairly, in all material respects, the financial position of the District as of June 30, 2023, and 2022, and the results of operations and the cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America. Moss Adams' opinion also states it found no substantial noncompliance of the Minimum Standards for Audits of Oregon Municipal Corporations.

The District's financial statements are presented in the form of a draft ACFR. Once the ACFR is accepted by the Board, staff will update the draft ACFR to the final ACFR and submit it to the Office of the Oregon Secretary of State, the Federal Automated Clearinghouse, the Electronic Municipal Market Access system website, and other filings as required or requested.

Budget Impact:

None. The conduct of the audit and preparation of the District's ACFR are included in the District's adopted budget.

Staff Contact Information:



Justin Carlton; Interim Chief Financial Officer; 503-848-3070; justin.carlton@tvwd.org

David Shick; Controller; 503-848-3032; david.shick@tvwd.org

Attachments:

Draft Annual Comprehensive Financial Report for the Fiscal Years Ended June 30, 2023 and 2022 can be found on the TVWD website by clicking this link: [Draft ACFR Report](#).

Leadership Team Initials:

Interim Chief Executive Officer	PC	Customer Service Manager	AC
Chief Operating Officer	PDB	IT Services Director	TB
Interim Chief Financial Officer	PC	Human Resources Director	N/A
General Counsel	CS	Water Supply Program Director	CS
Communications & Public Affairs Supervisor	SD		





TUALATIN VALLEY
WATER DISTRICT

Date: December 20, 2023
To: Board of Commissioners
From: Clark Balfour, General Counsel
Subject: Chief Executive Officer Employment Agreement with Paul Matthews

Requested Board Action:

Adopt Resolution 23-23 to approve the Chief Executive Officer Employment Agreement Between Tualatin Valley Water District and Paul Matthews.

Key Concepts:

- Paul Matthews has been serving as the Interim Chief Executive Officer under Resolution 17-23 adopted by the Board on October 3, 2023.
- The Board has determined that Paul Matthews should be appointed permanently to the position of Chief Executive Officer.
- The Human Resources Director and General Counsel have prepared the attached Employment Contract for approval.

Background:

Upon retirement of the former CEO, the Board adopted Resolution 17-23 appointing Paul Matthews as Interim CEO. After further consideration, the Board has determined that it is in the best interest of the District to appoint Paul Matthews as permanent CEO. This appointment will provide seamless leadership transition, understanding, and continuity of current District initiatives, most notably the Willamette Water Supply System construction, completion of the Customer Information System upgrade, and knowledge of District operations. At the direction of the Board, the Human Resources Director and General Counsel prepared the attached Employment Agreement.

Budget Impact:

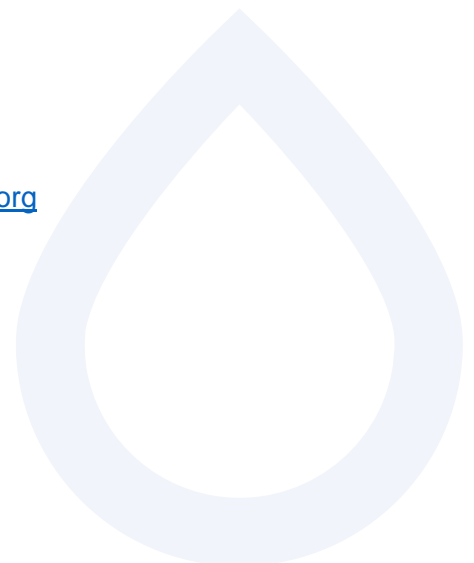
None. There are budgeted funds available for this effort.

Staff Contact Information:

Kylie Bayer; Human Resources Director; 503-577-1935; kylie.bayer@tvwd.org
Clark Balfour; General Counsel; 503-848-3061; clark.balfour@tvwd.org

Attachments:

Proposed Resolution 23-23



Chief Executive Officer Employment Agreement

Leadership Team Initials:

Interim Chief Executive Officer	<i>PO</i>	Customer Service Manager	N/A
Chief Operating Officer	N/A	IT Services Director	N/A
Interim Chief Financial Officer	N/A	Human Resources Director	<i>AB</i>
General Counsel	<i>CB</i>	Water Supply Program Director	N/A
Communications & Public Affairs Supervisor	N/A		





TUALATIN VALLEY
WATER DISTRICT

RESOLUTION NO. 23-23

A RESOLUTION APPROVING THE CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT BETWEEN TUALATIN VALLEY WATER DISTRICT AND PAUL MATTHEWS.

WHEREAS, following the retirement of the former Chief Executive Officer, the Board of Commissioners appointed Paul Matthews as Interim Chief Executive Officer (CEO) by Resolution 17-23; and

WHEREAS, the Board of Commissioners has further considered and determined that appointment of Paul Matthews as permanent CEO provides a seamless transition with needed continuity to carry on crucial District initiatives such as completion of the construction and implementation of the Willamette Water Supply System, the Customer Information System project, and full knowledge of District operations; and

WHEREAS, the Board of Commissioners and Paul Matthews wish to enter into the Chief Executive Officer Employment Agreement and being advised.

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

Section 1: The Board of Commissioners hereby appoints Paul Matthews as the permanent Chief Executive Officer of Tualatin Valley Water District to serve at the pleasure of the Board according to the Chief Executive Officer Employment Agreement attached hereto as Exhibit 1 and incorporated by reference.

Section 2: As set forth in the Chief Executive Officer Employment Agreement, the Chief Executive Officer shall have all powers and duties to execute and administer the policies, programs, ordinances, rules and regulations of the District, and such other duties or tasks as may be assigned by the Board of Commissioners within budget appropriations and in accord with all applicable law. This CEO is vested with the day-to-day operational control of District operations while reserving to the Board sole policy making authority and control over fiscal policy, budget, and financial matters.

Section 3. The Board President is authorized to execute the Chief Executive Officer Employment Agreement on behalf of the District.

Approved and adopted at a regular meeting held on the 20th day of December 2023.

Todd Sanders, President

Jim Doane, Secretary

CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

PARTIES:

Tualatin Valley Water District (a public body) (hereinafter "District")

and

Paul L. Matthews, Chief Executive Officer (hereinafter "CEO" or "Employee")

RECITALS:

1. The District desires to employ Paul L. Matthews as CEO and to establish by this Agreement the terms and conditions of the employment of the District's CEO.
2. Paul L. Matthews desires to accept employment as CEO.
3. The parties desire an agreement which provides an inducement for the CEO to remain in employment, to establish a regular process for evaluating performance, and to provide a just means for ending the employment relationship at such time as the CEO should become unable to discharge duties due to an intervening event or condition, or because the District desires to end the employment relationship for any reason.

IT IS AGREED:

1. Duties. The District employs Paul L. Matthews as CEO, to perform the functions and duties of CEO as specified in the execution and administration of policies and programs, ordinances, rules and regulations of the District, provisions and duties of this Agreement, and such other duties and tasks as may be as prescribed or assigned by the Board of Commissioners within budget appropriations and applicable law. The Board of Commissioners vests in the CEO the day-to-day operational control of District operations, and reserves to the Board of Commissioners sole policy making authority and exclusive control over fiscal policy, budget, and financial matters.

The authority of the CEO, consistent with state law, shall include, but not be limited to, overall management, administration and direction of District operations; the hiring, supervising, disciplining and discharging of District employees and volunteers; the execution and administration of District policies within budget appropriations according to District policy and pursuant to ordinance or resolution; policy advice to the Board of Commissioners and open communication with the community so as to foster responsive and courteous public service. The CEO will:

- A. Initiate, administer and supervise the functions, activities and programs of the District;
- B. Supervise the construction, operation, maintenance, repair and replacement of any facilities and equipment owned or maintained by the District, and to recommend to the Board the acquisition of new or sale of used equipment and facilities;
- C. Keep and maintain proper fiscal records for the District;

- D. Hire, supervise, discipline and fire all personnel necessary to carry out the business of the District subject to the limitations of Oregon law, District policies, and any applicable contract;
- E. Do and perform all things necessary to be done to completely and fully administer said District and/or as otherwise directed by the Board of Commissioners of the District; and
- F. Provide assistance or services to other units of government when within the District's purposes and objectives to the extent reasonable and practical, which is encouraged but not required.

In doing so, the CEO shall be bound by all the rules, regulation and policies now in existence or hereafter adopted by the Board of Commissioners of the District and shall administer the affairs of the District in accordance therewith and pursuant to the laws of the State of Oregon.

The Board of Commissioners agrees to the principle that effective and efficient administration of District policy established by the Board of Commissioners is best achieved by the CEO and the CEO's exercise of judgment as to implementation and that ordinarily the authority of Commissioners is exercised in meetings of the Board as a whole. The Board agrees that when individual Commissioner questions or suggestions related to services or operations arise outside of meetings of the Board, in order to avoid misunderstandings of the role and responsibility of the CEO in relation to elected Commissioners and District employees, Commissioners ordinarily will refrain from communicating desires, suggestions or requests except to and through the CEO or during a meeting of the Board of Commissioners. When Commissioners do communicate with District employees, for example to convey compliments and appreciation or to direct an information question to the employee with the expertise or responsibility, a copy of such communications will be directed to the CEO or the Commissioner will keep the CEO contemporaneously and fully apprised.

2. Term of Agreement. The term of this Agreement is indefinite. Unless the District notifies the CEO to the contrary in writing at least thirty (30) days before the start of the next agreement year, it shall be deemed that the District has renewed this Agreement for one (1) additional year. Unless the CEO notifies the District to the contrary in writing at least thirty (30) day before the start of the next agreement year, the CEO agrees to accept renewal of this Agreement. If the term of the Agreement has not been extended in a particular year, it shall be allowed to reach its existing effective ending date.

a. The terms of this Agreement shall apply to the CEO's employment on and become fully effective on December 21, 2023. The "agreement year" as used herein refers to a calendar year. The initial term of this Agreement shall extend through the succeeding agreement year to December 31, 2024. Absent notice as provided above to the contrary, this Agreement shall automatically renew annually for the succeeding agreement year, which shall extend from January 1 to December 31, 2025, and during like period each year thereafter.

b. Nothing in this Agreement shall grant the CEO a property right in the position, nor prevent, limit, or otherwise interfere with the right of the District to terminate the services of the CEO at any time, with or without cause, subject only to the provisions of this Agreement pertaining to termination and severance pay.

c. The CEO may resign at any time, subject only to the provisions of this Agreement relating to Notice.

d. In the event the CEO is incapacitated or otherwise unable to perform their duties for a period which extends beyond protected leave periods that apply, the CEO will provide a written medical opinion by a physician of the CEO's choosing evaluating the CEO's ability to perform their assigned duties. If, in the opinion of the physician, the CEO will be able to resume their duties following a period of convalescence, or in the event reasonable accommodations are identified in an interactive process, the District may suspend some terms of this Agreement or the Agreement until the CEO is able to return to work. If, in the opinion of the physician, the CEO is permanently incapacitated or will be unable to return to their assigned duties, the District may terminate this Agreement; however, the District shall not do so in a manner which deprives the CEO of the value of earned leave entitlements or rights protected by Oregon or federal law.

3. Outside Employment. As a general rule or expectation, the CEO ordinarily will devote at least forty (40) hours per week to administrative and executive work for the District. Other compensated employment shall not interfere with the CEO's ability to effectively discharge the assigned duties and responsibilities. The CEO is a salaried employee with discretion to set their hours of work. The CEO will seek approval by the Board of any compensated outside employment prior to accepting such employment and will keep the Board informed at least annually of any continuing compensated employment.

4. Termination and Severance.

a. Termination Without Cause. This Agreement may be terminated either by the District or the CEO for any reason whatsoever upon the giving of thirty (30) days written notice to the other party.

b. Termination For Cause. This Agreement may be terminated immediately in the sole discretion of the District upon the occurrence of any one of the following events:

1. CEO willfully and continuously fails or refuses to comply with the policies or Board established standards and expectations as may be established and communicated formally by the Board as written policy, resolution, ordinance or other communication periodically;

2. CEO has committed acts of fraud, dishonesty, misappropriation of funds, intentional deception of the Board or other authority, embezzlement, or other crimes or misconduct which reflect poorly on the CEO or the District in relation to the rendering of District services as a public body;

3. CEO shall fail or refuse to perform faithfully or diligently any of the duties provided for in this Agreement.

c. Severance Upon Termination Without Cause. In the event the CEO is involuntarily terminated without cause by the District during such time as the CEO is willing and able to perform the duties of CEO, then in that event the District agrees to pay the CEO a lump sum of the value of six (6) months of salary at the rate computed

based upon current annual base salary in effect on the date of termination. If the CEO is terminated for cause under paragraph 4(b) of this Agreement, then the District shall have no obligation to provide for or pay any severance payment.

d. Severance Under Other Circumstances. If the District reduces the salary or financial benefits of the CEO, or if the District refuses a written request that the District comply with any terms of this Agreement benefiting the CEO, or if the CEO resigns following public suggestion that they do so, whether formal or informal by a majority of the Board of Commissioners, then the CEO may, at the CEO's option, declare the Agreement to be involuntarily terminated and the severance pay provision under subparagraph (c) of this section shall apply from the date of such declaration.

e. Voluntary Resignation. If the CEO voluntarily resigns employment and thereby terminates this Agreement before the expiration of the agreement year, then in order to resign in good standing, the CEO shall give the District at least 30 days' notice in advance. If the CEO resigns voluntarily and not under circumstances described in subsection (d) of this section of this Agreement, then they shall not be entitled to severance as defined in 4(c).

f. Vacation Payoff. Upon termination of this Agreement, the CEO shall be entitled to a lump sum payment equivalent to the value of CEO's accrued vacation balance, computed at CEO's then current rate of pay.

5. Salary. Commencing on January 1, 2024, the District shall pay the CEO for services rendered an annual salary of two-hundred sixty-four thousand seven hundred forty-two and 40/100 dollars (\$264,742.40). The District will review the base salary, and other benefits of the CEO, at the CEO's annual performance review. The annual review of performance and salary will be conducted in December of each year. The District's ability to increase compensation is limited by availability of budgeted funds for that purpose and constrained by internal, external and labor market considerations as determined by the Board of Commissioners and/or as fixed by the Board as District policy.

6. Hours of Work. The parties recognize that the CEO must devote a great deal of time outside of normal office hours to District administration when required. The CEO shall determine CEO's hours of work so as to be available to the public, employees and the Commissioners on a predictable and regular basis and so as to accomplish the goals and tasks directed by the Board of Commissioners. The CEO may work remotely so long as reasonable, in person availability to the public, employees and the Commissioners is maintained. Notwithstanding the foregoing, the CEO shall remain available within a reasonable time to meet with the Commissioners if they request. The CEO is entitled to take accrued management time off, in accordance with District policy, to such an extent as the CEO deems appropriate and proper during business hours, provided that absences due to such time off do not interfere with the performance of the CEO's duties and important needs of the District. The CEO is salaried, shall not be entitled to overtime compensation, and is subject to the District's uniformly applied earned leave and work/time off/compensation accountability policies associated with fringe benefits hereinafter described.

7. Automobile. The CEO shall receive a taxable automobile allowance of six hundred dollars (\$600.00) per month in lieu of mileage reimbursement for automobile travel within the state of Oregon and Southwest Washington, including Pacific, Wahkiakum, Cowlitz, Clark, Skamania and Klickitat counties. Automobile travel to destinations outside of the state of Oregon and Southwest Washington shall be reimbursed for the entire distance of the trip and shall be paid at the published IRS rate in effect at the time of

the trip, or at the lowest published fare for available commercial air travel, whichever is less.

8. General Expenses. The District shall reimburse the CEO for reasonable expenses of a non-personal and generally job-related nature which are incurred, upon receipt of expense vouchers, receipts, statements or a personally written justification or request. The CEO is authorized to expend District funds in the execution of District business and in representing the District at conferences and otherwise, to purchase materials for recognition of employees or volunteers, and to incur travel and lodging expenses in the conduct of District business. The CEO is exempt from per diem expense limits established by District policy applicable to other employees; provided however that the CEO shall remain accountable to the Board of Commissioners for the prudent expenditure of public funds, and shall fully account to the Board for travel, conferences and related expenses which he shall report periodically.

9. Dues and Subscriptions. The District will reimburse the CEO for professional dues and subscriptions appropriate for full participation in appropriate associations and organizations necessary and desirable for professional participation, growth and advancement, and to improve performance of duties as CEO. The CEO shall report to the Board of Commissioners on each professional organization for which the District pays dues and subscription services.

10. Professional Development. In accordance with District policy, the District shall budget and pay registration, travel and subsistence expenses of the CEO for professional and official travel, meetings, and occasions deemed necessary or desirable to continue the executive development of the CEO and to pursue official functions of the District. The CEO shall make periodic reports to the Board of Commissioners on such activities.

11. Fringe Benefits. The CEO shall receive the fringe benefits which the District provides and may hereafter provide to regular fulltime District employees. These include holiday, vacation, and sick time off and accrual and caps to the same extent as provided for in District policies, health, dental, vision, disability, HRA and life insurance benefit plans and plan documents/descriptions, VEBA, 401(k) and PERS retirement benefit plan documents as provided and as revised periodically. The District will contribute an amount equal to that paid for insurance for the benefit of other fulltime District employees and their dependents toward insurance for the CEO and their eligible dependents. The CEO will pay by payroll deduction the portion of insurance benefit premium(s) uniformly required to be paid by other fulltime District employees.

CEO benefits shall be governed by the District policies which establish them.

12. Cell Phone/Computer. CEO responsibilities, essential functions and necessary responsiveness require immediate access to elected officials, managers and key individuals identified by the District. The CEO must use a cellular phone for work related communication, and may use it for personal communication without restriction, and as part of CEO's total compensation. The District will pay the CEO the maximum amount afforded to other District employees to enable the CEO to purchase and maintain cellular equipment and phone service and communicate by cellular voice and text. The CEO will be responsible for tax consequences, if any, of the District cellular stipend, and must sign and submit the District's stipend request form. Cellular equipment and service accounts are solely the CEO's property and responsibility.

The District will furnish the CEO a District-owned laptop computer for use in connection with his employment, which the CEO may use for both District and incidental personal uses not inconsistent with the District computer and internet policies. Upon cessation of employment, the laptop computer shall be returned to the District.

13. Annual Goal Settings and Performance Evaluation. The Board of Commissioners will periodically identify its concerns, if any, to the CEO either by informal discussions with the CEO or by more formal means during executive sessions. Commencing in January 2024, the Board of Commissioners and the CEO shall meet at least annually to evaluate and assess the performance of the CEO in meeting or progressing toward the goals formally adopted by the Board of Commissioners. The parties agree to develop and adopt CEO goals for the 2024 calendar year by February 15, 2024.

In the event the District determines that the performance of the CEO is unsatisfactory in any respect or needs significant improvement in any area, the Board of Commissioners will endeavor to describe these concerns in writing and in reasonable detail or with specific examples as to be objective and helpful to CEO's diligent and good faith efforts to meet or exceed the Board's expectations. However, this section 13 relating to annual goal setting and performance evaluation shall not be construed or applied as a limitation or condition for Board action terminating the CEO's employment either for cause or without cause. As provided in section 5 of this Agreement relating to salary, the CEO's salary shall be reviewed at least annually after the performance evaluation has been communicated by the Board or its sub-committee or designated Board-member representative. The evaluation shall be based on the CEO's performance of duties as described in paragraph 1, any adopted position description or Board stated expectations, adopted goals for the year in review, and the following:

- A. Ability to cooperate with the Board, staff; community residents and leaders, peer organizations and neighboring cities, districts, and counties;
- B. Ability to effectively communicate;
- C. Effective leadership attributes in leading District employees;
- D. Good work habits as an example to employees;
- E. Full and efficient provision or use of all District services or resources;
- F. Management skills necessary to maximize the services to be made available to the District and minimize the cost to the rate payers; and
- G. Performance measured against the strategic plan as developed by the Board and revised periodically.

14. Amendments. Amendment to this Agreement shall be in writing and signed by both parties.

15. Work Product. The Parties agree that during the course of the CEO's employment at District as Chief Financial Officer and now as CEO, the CEO has produced work product typical of intellectual property produced by consultants and other professionals that would qualify as "works for hire". Upon termination of this Agreement for any reason, CEO shall have the right to retain these works and to use them outside of District. District shall be granted a perpetual right of ownership in these works, subject to CEO's right of use.

16. General Provisions. This Agreement shall be binding upon and inure to the benefit of the heirs-in-law and executors of the CEO. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall

not be but remain in full force and effect.

17. Effective Date. This Agreement shall be effective from and after December 21, 2023, and shall continue in full force and effect according to its terms.

Dated this _____ day of _____ 2023.

TUALATIN VALLEY WATER DISTRICT

Paul Matthews, CEO

Todd Sanders, Board President

ATTEST:

Jim Doane, Secretary