

ORDINANCE NO. 96-1024

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
BETWEEN THE CITIES OF OREGON CITY AND WEST LINN OPERATING JOINTLY AS THE SOUTH  
FORK WATER BOARD

OREGON CITY MAKES THE FOLLOWING FINDINGS:

WHEREAS, on August 18, 1993, the City Commission entered into an Intergovernmental Cooperative Agreement between the cities of Oregon City and West Linn operating jointly as the South Fork Water Board; and

WHEREAS, the Intergovernmental Cooperative Agreement was for an unspecified period of time to be effective until either terminated by either city or modified; and

WHEREAS, since 1993, there have been changes in membership, chair and vice-chair, meetings, management, ownership of assets, dissolution, and written notice addresses; and

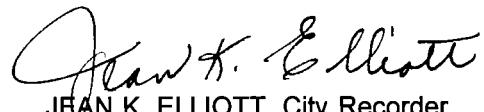
WHEREAS, the cities have agreed to modify the Agreement.

Now, therefore,

OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The Intergovernmental Cooperative Agreement between the cities of Oregon City and West Linn, operating jointly as the South Fork Water Board, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby adopted.

Read first time at a regular meeting of the City Commission held on the 6th day of November, 1996, and the foregoing ordinance was finally enacted by the City Commission this 6th day of November, 1996.



JEAN K. ELLIOTT, City Recorder

ATTESTED this 6th day of November, 1996.



Daniel W. Fowler  
DANIEL W. FOWLER, Mayor

ORDINANCE NO. 96-1024

Effective Date: December 6, 1996

**COPY**

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

BETWEEN THE CITIES OF OREGON CITY AND WEST LINN  
OPERATING JOINTLY AS THE  
SOUTH FORK WATER BOARD

This agreement is made and entered into by the cities of Oregon City, an Oregon municipal corporation, (hereinafter "Oregon City"), and the city of West Linn, an Oregon municipal corporation, (hereinafter "West Linn"). West Linn and Oregon City are jointly referred to herein as "the Cities" and "the Parties". The Cities have agreed to modify the Intergovernmental Cooperative Agreement entered into in August 1993 which provided for the updating and continuance of the South Fork Water Board and South Fork Water Commission.

WITNESSETH:

RECITALS:

1. West Linn and Oregon City desire to update the intergovernmental agreement which creates the joint municipal water supply agency previously known both as the South Fork Water Board and the South Fork Water Commission (hereinafter "Board").
2. The parties acknowledge that they have authority to execute this Intergovernmental Cooperative Agreement pursuant to the powers of their respective municipal charters and pursuant to ORS 225.050 and ORS 190.010.

NOW, THEREFORE, the premises being in general as stated in the foregoing recital, it is agreed by and between the parties hereto as follows:

Section 1. Establishment. The South Fork Water Board, previously also known as the South Fork Water Commission, is hereby reestablished and reorganized as the South Fork Water Board in accordance with the terms of this agreement.

Section 2. Purpose. The purpose of the Board is to operate, manage, maintain, and control the water supply and distribution system to provide a domestic water supply to the cities of Oregon City and West and to its contractual surplus water purchasers.

Section 3. Powers. The Board shall have the following powers:

- (a) To purchase, own, hold, appropriate and condemn land, rights-of-way, and water or water rights either in its own name or in the name of the cities of Oregon City and West Linn.
- (b) To purchase from either Oregon City or West Linn or other, water works, water pipelines, water right, or any interest therein.
- (c) To provide a joint board for the construction, operation or control of the matters referred to in Section 3: Powers.
- (d) To issue, sell, or otherwise dispose of bonds or other securities for the purpose of exercising these powers including authorization under ORS 288.805 through 288.945.

(e) To perform, pursuant to ORS 190.003 - 190.250, all powers either City possesses pursuant to their respective Charter or ordinances or applicable State or Federal laws, which are necessary to efficiently operate, maintain and expand its water treatment and distribution facilities.

Section 4. Membership. The Board shall consist of the Mayor of Oregon City and two members of the City Commission of Oregon City, and the Mayor of West Linn and two members of the West Linn City Council. All members appointed and acting at the time of the adoption of this Agreement by Oregon City and West Linn, shall continue in office until the expiration of their term of office and the appointment of their successor, or their earlier resignation or removal from office. In addition, because prior to this agreement only two persons from West Linn served on the Board, West Linn shall appoint a third representative to serve on the Board in order to fill its three positions.

Section 5. Terms of Office. Each new member shall be appointed for a term of two years, and shall serve until the expiration of their term of office and the appointment of their successor. Members may be reappointed to succeeding terms.

Section 6. Vacancies and Removal. Appointments to fill vacancies shall be for the remainder of the unexpired term. A member may be removed by the respective City Commission or City Council for misconduct, misfeasance, malfeasance, or non-performance of duty.

Section 7. Chair and Vice-Chair. At the first meeting in January of each year, the Board shall elect from its members a Chair and Vice-Chair to serve a ~~one~~ year term. However, the person serving as Chair shall alternate each year between a member from West Linn and a member from Oregon City.

Section 8. Meetings. Regular meetings of the Board shall be conducted monthly on a date and at a time as the Board may designate. Chair, upon motion, may, or at the request of two members of the Board, shall, by giving notice to members of the Board, call a previously unannounced special meeting of the Board for a time not earlier than 24 hours after the notice is given, unless an emergency exists. In cases of an emergency, notice reasonable under the circumstances shall be given. Four members of the Board shall constitute a quorum. No action may be taken by the Board unless a majority of the Board, present, including at least one member from each City, votes to support the action proposed.

Section 9. Management. The Board may appoint such positions as it deems prudent or necessary for the effective management and operation of the utility, which shall include the following:

- (a) General Manager. The Board shall appoint a General Manager, who shall perform administrative and professional management duties for the Board, in addition to specific functions enumerated in a Job Description which shall be prepared for this position. The General Manager shall report to and serve at the pleasure of the Board.
- (b) Advisory Committee. The Advisory Committee shall be comprised of the General Manager and the City Managers of each city, or their designees. The members of the Advisory Committee may invite such of their staff members to attend Advisory Committee meetings as they deem necessary. The Advisory Committee shall meet as often as is necessary, and shall review the activities, policies, operation, personnel and fiscal affairs of the Board, and make appropriate recommendations to the Board.

Section 10. Ownership of Assets. Each of the cities shall own an undivided one-half interest in the assets of the Board.

Section 11. Cost of Water. Oregon City and West Linn shall each pay South Fork for the water each City uses through a commodity rate. The commodity rate shall be established pursuant to the guidelines in this Agreement. The rate shall also take into account any short-term debt incurred for each or both of the Cities. The Board may impose a surcharge to repay such debt.

- (a) South Fork shall treat the parties to this Agreement as a separate class of customer from any of the wholesale surplus water customers. The rate to be charged to the parties to this Agreement shall initially be established by the Board. In performing rate studies, South Fork shall give due consideration to accepted rate making methodologies recommended by the American Water Works Association.
- (b) In the event of extraordinary circumstances or a major casualty or loss which requires emergency expenditures to maintain a sufficient water supply, South Fork may impose upon the Parties an emergency surcharge to pay for such expenditures. The surcharge shall be allocated between the Parties to this Agreement in an equitable manner which takes into consideration the benefit to be derived by each party from the expenditure.

Section 12. Dissolution. This Agreement may be terminated at any time by either City; however, the effective date of termination shall be not less than five (5) years from the effective date of the terminating party's action. Upon the occurrence of such action to terminate this Agreement, Chair of the Board shall direct that an accounting of assets and liabilities be conducted and presented to the Board and the Mayors of the respective Cities. The Parties shall thereafter meet and agree upon an equitable distribution of assets and liabilities, which may include a reserve account for contingent, unliquidated or unforeseen liabilities or obligations. If the Parties are unable to agree on the division of assets and liabilities, the Circuit Court of Clackamas County shall have jurisdiction to decide the issue. In any event, the Parties shall remain subject to any bonded or other indebtedness existing at the time of dissolution. Unless otherwise agreed or unless either Party has expressly incurred the debt or obligation on its own behalf, each City's proportionate share of the debts and obligations shall be equal.

Section 13. Amendment Provisions. The terms of this Agreement may be amended by mutual agreement of the Parties. Any amendment shall be in writing and shall refer specifically to this Agreement and shall be executed by the Parties.

Section 14. Written Notice Addresses. All written notices required under this Agreement shall be sent to:

OREGON CITY: City Manager  
City of Oregon City  
320 Warner Milne Road  
PO Box 351  
Oregon City OR 97045

WEST LINN: City Manager  
City of West Linn  
PO Box 48  
West Linn OR 97068

SOUTH FORK. General Manager  
South Fork Water Board  
PO Box 351  
Oregon City OR 97045

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals.

Oregon City has acted in this matter pursuant to Ordinance No. 96-1024 adopted by the City Commission on the 6th day of November, 1996.

West Linn has acted in this matter pursuant to Ordinance No. \_\_\_\_\_ adopted by its City Council on the day of \_\_\_\_\_, 1996.

CITY OF OREGON CITY  
BY AND THROUGH  
ITS CITY OFFICIALS

BY: David J. Fawke  
Mayor

CITY OF WEST LINN  
BY AND THROUGH  
ITS CITY OFFICIALS

BY: \_\_\_\_\_  
Mayor

BY: Frank K. Elliott  
City Recorder

BY: \_\_\_\_\_  
City Recorder

ORDINANCE NO. 96-1024

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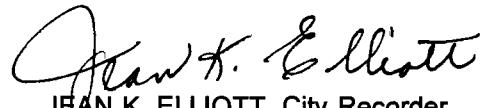
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JEAN K. ELLIOTT, City Recorder

ATTESTED this 6th day of November, 1996.



DANIEL W. FOWLER, Mayor

ORDINANCE NO. 96-1024

Effective Date: December 6, 1996

**COPY**

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City of West Linn  
PO Box 48  
West Linn OR 97068

SOUTH FORK. General Manager  
South Fork Water Board  
PO Box 351  
Oregon City OR 97045

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals.

Oregon City has acted in this matter pursuant to Ordinance No. 96-1024 adopted by the City Commission on the 6th day of November, 1996.

West Linn has acted in this matter pursuant to Ordinance No. \_\_\_\_\_ adopted by its City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 1996.

CITY OF OREGON CITY  
BY AND THROUGH  
ITS CITY OFFICIALS

BY: David J. Hawke

Mayor

CITY OF WEST LINN  
BY AND THROUGH  
ITS CITY OFFICIALS

BY: \_\_\_\_\_

Mayor

BY: Jan K. Elliott

City Recorder

BY: \_\_\_\_\_

City Recorder



# CITY OF OREGON CITY

INCORPORATED 1844

## COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

FOR AGENDA

DATED

November 6, 1996

Page 1 of 1

Subject: Proposed Ordinance No. 96-1024,  
An Ordinance Authorizing an  
Intergovernmental Cooperative Agreement  
Between the Cities of Oregon City and West Linn  
Jointly as the South Fork Water Board

Report No. 96-130

At its August 21, 1996 meeting, the City Commission adopted Resolution No. 96-32 which contained an Intergovernmental Cooperative Agreement between the cities of Oregon City and West Linn to operate as the South Fork Water Board.

Since that time, counsel for both cities and South Fork feel it more prudent to adopt the IGA by ordinance to provide the best basis for financing improvements. Therefore, on the November 6, 1996 agenda is proposed Ordinance No. 96-1024 (copy attached) which contains the same agreement as adopted on August 21, 1996.

Notice of proposed Ordinance No. 96-1024 has been posted at City Hall, Pioneer Community Center and Municipal Elevator by direction of the City Recorder. It is recommended that first and second reading be approved for final enactment to become effective December 6, 1996.

CHARLES LEESON  
City Manager

jke  
Attach.  
cc:

South Fork General Manager  
South Fork Attorney

**N O T I C E**

**NOTICE IS HEREBY GIVEN** that proposed ORDINANCE NO. 96-1024 of the City of Oregon City, Clackamas County, Oregon, three copies of which are available for public inspection at the office of the City Recorder, 320 Warner Milne Road, Oregon City, Oregon.

Said Ordinance will be considered by the City Commission at its meeting on the 6th day of November, 1996, at the hour of 7:00 o'clock p.m. The title of said Ordinance is as follows:

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITIES OF OREGON CITY AND WEST LINN OPERATING JOINTLY AS THE SOUTH FORK WATER BOARD**

**POSTED** this 23rd day of October, 1996, by direction of the City Recorder. Places of posting are as follows:

1. City Hall, 320 Warner Milne Road, Oregon City, Oregon.
2. Municipal Elevator, 300 Seventh Street, Oregon City, Oregon.
3. Pioneer Community Center, 615 5th Street, Oregon City, Oregon.

JEAN K. ELLIOTT, City Recorder

**DO NOT REMOVE PRIOR TO OCTOBER 24, 1996**