

Memorandum

Date: April 8, 2011

To: John Kovash, Mayor
Members, West Linn City Council

From: Chris Jordan, City Manager *CJ*

Subject: Miscellaneous Items

Resolution of Gert Boyle Attempted Kidnapping Case

We were very pleased to see that the District Attorney's office has been able to negotiate plea agreements with all three of the defendants in this case. This is the culmination of a tremendous effort by our police department and we appreciate the cooperation of Ms. Boyle, the District Attorney and Clackamas Circuit Court. In her statement made through one of her spokespeople, Ms. Boyle included the following: "She has asked me to express thanks to the West Linn Police Department – and especially Detective Blain McKean..."

Police Station

The Council's adopted priorities includes a report from the staff discussing challenges and opportunities for various possible locations and overall for the successful development of a police station. To complete this task, staff has engaged the services of an appraiser to review properties under consideration; requested a review by our design consultant of various sites; and conducted an anonymous phone survey of potential voters to assist in identifying their opinions on the different aspects of a police station bond measure. This work is almost complete and we expect to have a report to the Council in the next two weeks.

Aquatic Center

We have arranged for the co-chairs of the aquatic center task force to present the task force report to the Council at the April 18 work session. We intend to place the report on the April 25 Council consent agenda for the Council to take action "receiving" the report. No additional action regarding the recommendations is expected at that time as the Council intends to have further discussions on this project following a vote on a police station bond measure.

Lake Oswego Water Treatment Plant Expansion

As the Council is aware, Lake Oswego, in partnership with Tigard, is planning to expand the water treatment plant on Kenthorpe Way. (This was the topic of a Council work session earlier this year.) Since then I have met with neighbors of the treatment plant and received numerous e-mails on this topic. I want to remind the Council of the position we have taken regarding these discussions. This is the contents of an e-mail on this topic that I sent to several of the neighbors wanting the City to provide them with additional assistance:

- 1) **The land use process:** When Lake Oswego applies for permits for this project – and they have held a pre-ap for the raw water pipe – the City of West Linn Planning Department will process the application in accordance with the process that is proscribed by the Community Development Code. Part of that process includes neighborhood meetings by the applicant. Generally speaking, these efforts are to inform the neighborhood and have the neighborhood provide feedback to the applicant. City of West Linn staff do not attend these sessions.
- 2) **The private property negotiations:** Some of the property that Lake Oswego owns and would like to expand the treatment plant on to, is a part of the Maple Grove plat which has CC&R's. Among other conditions, that document states that only single family residential development can occur in the plat. This is a private property matter that does not include the City of West Linn. As a matter of fact, the CC&R's provide for a remedy if any property owner violates the CC&R's. This is a civil matter between the property owners. The City of West Linn **will not** be a participant in these discussions and has been advised by our City Attorney that involvement by the City could create a significant amount of risk to the City and our taxpayers. Please communicate directly with the LOT team on property negotiations issues: Jane Heisler, jheisler@ci.oswego.or.us or 503-697-6573.

We are continuing to work with Lake Oswego and Tigard to identify opportunities for the neighbors in this area to be informed and engaged in this process.

Memorandum

Date: April 8, 2011

To: John Kovash, Mayor
Members, West Linn City Council

From: Chris Jordan, City Manager 

Subject: Willamette Falls Television (WFTV)

At the Council work session on April 4, the Council requested some additional information regarding the City's relationship with WFTV. Attached is the Intergovernmental Agreement between Oregon City and West Linn that created WFTV and below are answers to a few questions the Council asked.

- 1) *Who can the Council appoint to the advisory board?* This is covered under section 5 of the IGA which states: "The CCAB shall consist of three representatives appointed by each unit of government." Each unit of government refers to the city councils of the two cities. There are no restrictions as to who is appointed by the city councils.
- 2) *What can the Executive Committee do?* The executive committee (section 9) consists of either the city managers of the two cities, or the "chief elected officers" of Oregon City and West Linn. According to the IGA, the CCAB delegates responsibilities to the Executive Committee that the CCAB deems appropriate. Also, the CCAB has the authority to hire and supervise personnel, with the exception of the Studio Manager who "shall be hired, compensated or dismissed" by the executive committee.
- 3) *What other responsibility/authority do the City Managers or Councils have with regard to WFTV?* Section 17 of the IGA does allow for the units of local government to designate one of the units to provide support services such as personnel and payroll administration as well as "budget management, accounting and purchasing services.
- 4) *How much money does WFTV have?* According to the draft budget for FY 2012, the beginning fund balance as of July 1, 2010 appears to be \$268,286. This fiscal year WFTV also receives approximately \$122,000 from West Linn; \$106,000 from Oregon City; \$20,000 from Clackamas County; \$20,000 from Wilsonville; \$40,000 from Milwaukie; and \$9,000 from Damascus.

Again, funding of WFTV is included as an Issues and Options paper for consideration by the Citizens Budget Committee. In the meantime, please let me know if you have any additional questions.

Attachment

ORDINANCE NO. 1518
WEST LINN, OREGON

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE CLACKAMAS CABLE ACCESS INTERGOVERNMENTAL COOPERATION AGREEMENT AND RATIFYING THE MODIFICATION OF THE INTERGOVERNMENTAL ENTITY.

WHEREAS, the cities of West Linn, Oregon City and Gladstone entered into an intergovernmental agreement in 1986 providing for the joint operation of a public access cable television studio; and

WHEREAS, the City of Gladstone has since withdrawn as a party to the agreement and

WHEREAS, the cities of West Linn and Oregon City therefore wish to revise the intergovernmental agreement to reflect current participants in the agreement and for other purposes, by ordinance as required by ORS 190.085; and

WHEREAS, the cities of West Linn and Oregon City agree to provide and operate a cable television studio, known as Clackamas Cable Access, for production and/or cablecasting of public, educational, and government access cable television channels assigned to the cities; now, therefore;

THE CITY OF WEST LINN ORDAINS AS FOLLOWS:

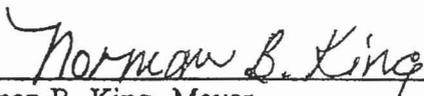
- Section 1: The City hereby intends to modify the intergovernmental entity known as the Clackamas Cable Access Board by adoption of the Clackamas Cable Access intergovernmental cooperation agreement, attached hereto and incorporated herein as Exhibit "A".
- Section 2: The effective date of this intergovernmental agreement shall be July 1, 2005. This agreement replaces all previous agreements.
- Section 3: The public purpose of the Clackamas Cable Access Board is set forth in Sections 1 and 2 of the intergovernmental agreement.
- Section 4: The powers, duties and functions of the Clackamas Cable Access Board are set forth in Sections 3 through 20 of the intergovernmental agreement.

Section 5: Within 30 days of the effective date of this intergovernmental agreement (as established in Section 2 of this ordinance) the City Manager of the City of West Linn shall file with the Secretary of State a copy of this ordinance along with the following statement:

"The intergovernmental entity modified by this ordinance shall be known as the Clackamas Cable Access Board. The parties to the agreement are the cities of West Linn and Oregon City. The purpose of this agreement is to provide and operate a cable television studio, known as Clackamas Cable Access, for production and/or cablecasting of public, educational, and government access cable television channels assigned to the cities. The effective date of this agreement is July 1, 2005."

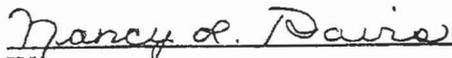
Section 6: The Mayor of the City of West Linn is hereby authorized to sign the intergovernmental cooperation agreement attached hereto and incorporated herein as Exhibit "A".

PASSED AND APPROVED this 25th day of May 2005.



Norman B. King, Mayor

ATTEST:



Witness

ORDINANCE NO. 05-1005

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE CLACKAMAS CABLE ACCESS INTERGOVERNMENTAL COOPERATION AGREEMENT AND RATIFYING THE MODIFICATION OF THE INTERGOVERNMENTAL ENTITY

WHEREAS, the cities of Oregon City, West Linn and Gladstone entered into an intergovernmental agreement in 1986 providing for the joint operation of a public access cable television studio, and

WHEREAS, the City of Gladstone has since withdrawn as a party to the agreement, and

WHEREAS, the cities of Oregon City and West Linn therefore wish to revise the intergovernmental agreement to reflect current participants in the agreement and for other purposes, by ordinance as required by ORS 190.085; and

WHEREAS, the cities of Oregon City and West Linn agree to provide and operate a cable television studio, known as Clackamas Cable Access, for production and/or cablecasting of public, educational, and government access cable television channels assigned to the cities; now, therefore;

THE CITY OF OREGON CITY ORDAINS AS FOLLOWS:

- Section 1: The City hereby intends to modify the intergovernmental entity known as the Clackamas Cable Access Board by adoption of the Clackamas Cable Access intergovernmental cooperation agreement, attached hereto and incorporated herein as Exhibit "A".
- Section 2: The effective date of this intergovernmental agreement shall be July 1, 2005. This agreement replaces all previous agreements.
- Section 3: The public purpose of the Clackamas Cable Access Board is set forth in Sections 1 and 2 of the intergovernmental agreement.
- Section 4: The powers, duties and functions of the Clackamas Cable Access Board are set forth in Sections 3 through 20 of the intergovernmental agreement.

Section 5: Within 30 days of the effective date of this intergovernmental agreement (as established in Section 2 of this ordinance) the City Manager of the City of West Linn has agreed to file with the Secretary of State a copy of this ordinance along with the following statement:

“The intergovernmental entity modified by this ordinance shall be known as the Clackamas Cable Access Board. The parties to the agreement are the cities of West Linn and Oregon City. The purpose of this agreement is to provide and operate a cable television studio, known as Clackamas Cable Access, for production and/or cablecasting of public, educational, and government access cable television channels assigned to the cities. The effective date of this agreement is July 1, 2005.”

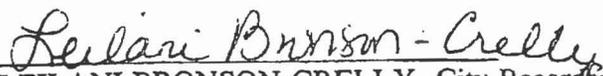
Section 6: The Mayor of the City of Oregon City is hereby authorized to sign the intergovernmental cooperation agreement attached hereto and incorporated herein as Exhibit “A.”

Read for the first time at a regular meeting of the City Commission held the 18th day of May 2005, and the foregoing ordinance was finally enacted by the City Commission this 1st day of June 2005.



ALICE NORRIS, Mayor

ATTESTED to this 1st day of June 2005:



LEILANI BRONSON-CRELLY, City Recorder

ORDINANCE NO. 05-1002
Effective Date: July 1, 2005

ORDINANCE NO. 05-1005

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Exhibit A
Ordinance No. 05-1005 ; ORD No. 1518

CLACKAMAS CABLE ACCESS
INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into by and among the undersigned cities of Oregon City and West Linn, municipal corporations of the State of Oregon, City of Oregon City hereafter referred to as "Oregon City," City of West Linn hereafter referred to as "West Linn," both parties collectively referred to as "unit(s) of local government" or "party(ies)". This Agreement is made pursuant to ORS 190.003 to ORS 190.110, the general laws and Constitution of the State of Oregon, and the laws and charters of the units of local government. The effective date of this Agreement shall be July 1, 2005.

Section 1. Establishment. The Clackamas Cable Access Board (hereafter "CCAB") is hereby modified in accordance with the terms of this Agreement.

Section 2. Purpose. The purposes for which the CCAB is established are:

- A. To provide and operate a cable television studio for the units of local government for production and/or cablecasting of public, educational, and government (hereafter "PEG") access cable television channels assigned to the parties.
- B. To manage equipment and facilities owned or furnished by the participating entities; to raise funds and engage in any lawful activity incident to supervising, operating, promoting, maintaining and improving the PEG access channels assigned to the parties.
- C. To provide training and technical and production assistance, as resources permit, to the parties in operating equipment and producing programs.
- D. In consultation with the parties, to be responsible for scheduling and cablecasting all programming on the PEG cable channels, except as may be otherwise agreed to with the parties.
- E. To recruit and train citizen producers in the use of video production equipment.
- F. To provide a forum for communication and consultation among the parties relating to cable community access programming and provide an opportunity for cooperative sharing of expenses, data, expertise, experiences and plans of each unit of local government.
- G. To develop a uniform approach for providing public access programming for the units of local government, consistent with their Agreements with the franchised cable television system provider.

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- H. To develop and administer an annual budget providing for the operation and maintenance of the television studio and capital improvements, subject to the approval of the parties.
- I. To review the studio manager's performance at least annually and make recommendations relative to the manager's employment, compensation, discipline and tenure.
- J. To provide information and referral services for individuals and organizations who seek assistance in producing programs by putting producers in touch with persons in the community who can serve as camera operators, script writers, directors, etc. either on a volunteer or fee-for-service basis.
- K. To develop, adopt and amend periodically a five-year plan for studio operations and equipment.

Section 3. Powers. In the furtherance of its purpose the CCAB shall have the power to purchase goods and services, to enter into contracts to acquire, operate and maintain cable access equipment and facilities, to provide training and programming for the parties, and to hire and supervise personnel, except that the studio manager shall be hired, compensated or dismissed by majority decision of the executive committee. The CCAB shall further have all powers necessary or convenient to perform or achieve the purposes of this Agreement.

Section 4. Basic Premise for Agreement. This Agreement is based on the premise that the costs of operating the cable access studio and other activities and services provided for herein shall be shared among the parties. The actual amount of financial contribution by each unit of local government shall be proportional to the number of cable subscribers within each unit of government's franchise area. Except as otherwise may be agreed to by the parties, each local government's contribution for studio operations, excluding capital outlays, to be paid quarterly, shall be as follows:

- A. City of Oregon City: 32% of its franchise fee revenue from Comcast or its successors, beginning in July of each year, with payments to be made on a quarterly basis.
- B. City of West Linn: 32% of its franchise fee revenue from Comcast or its successors, beginning in July of each year, with payments to be made on a quarterly basis.

In the event another cable provider obtains a franchise with a participating jurisdiction, the affected jurisdiction shall contribute 32% of franchise fee revenues derived from that provider in addition to the contribution stated herein.

Section 5. Membership. The CCAB shall consist of three representatives appointed by each unit of local government.

Section 6. Terms of Office. The term of each member of the CCAB shall be two years.

Section 7. Vacancies and Removal. Appointments to fill vacancies shall be made by the units of local government for the remainder of the unexpired term. A member may be removed by the appointing unit of government for misconduct, misfeasance, intimidation, malfeasance or non-performance of duty.

Section 8. Chair and Vice-Chair. At the first meeting in January of each year, the Board shall elect a Chair and Vice-Chair to serve a one-year term.

Section 9. Executive Committee. There shall be an executive committee of the CCAB, which shall consist of the City Managers or chief elective officers of Oregon City and West Linn, or their designees. Each jurisdiction shall appoint its executive committee member according to its own appointive processes. The full CCAB shall delegate to the executive committee those powers and duties which the full CCAB deems appropriate in furtherance of the purposes of this Agreement, in addition to those executive committee duties provided for herein.

Section 10. Meetings. The Board shall meet at least quarterly, or more frequently as agreed to by a majority of the Board. The Chair, at the request or with the consent of three members, may give notice and call a special meeting of the Board for a time not earlier than 24 hours after the notice is given, unless an emergency exists. In an emergency, the Chair shall give notice reasonable under the circumstances. Four members of the Board, with at least one from each unit of local government, shall constitute a quorum. No action may be taken by the Board without a quorum. Notice and conduct of Board meetings shall be as provided in Oregon's Public Meetings Law. Records of proceedings of the Board, transactions and activities shall be as provided in Oregon's Public Records Law.

Section 11. Attendance. Any Board member who misses three consecutive regular and/or special meetings or any four regular and/or special meetings in a consecutive 12-month period shall be so notified by the Chair. The Board shall review the reasons for the absences and may recommend to the appropriate unit of government that the Board member be replaced.

Section 12. Financial Operations. Annually, in consultation with representatives of the units of local government, the Board shall prepare and adopt a budget in accordance with applicable state and local laws concerning budget preparation and public notice. The Board shall provide copies of the proposed annual budget to the units of local government prior to beginning budget deliberations. Upon adoption of the annual budget, copies shall be provided to the units of local government. The board shall comply with applicable state and local laws concerning financial audits, reviews and reporting, purchasing and record keeping. All books and records shall be open for inspection by any member unit of local government or its designee. The Board may also prepare and submit to participating jurisdictions annual requests for funds to acquire equipment or to make improvements. Such requests shall be submitted no later than March 1 of each year.

Section 13. Limits to Decision-Making. The Board shall have no authority to make decisions regarding the following items:

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- A. Any decision which would be contrary to or inconsistent with a local franchise agreement.
- B. Any decision which would result in regulating programming content inconsistent with Federal Law.
- C. Any decision that would incur debt.

Section 14. Processes for Decision-Making. In cases where a decision of the CCAB may have a financial impact on a participating jurisdiction, or in any other instance where a member of the Board prefers to confer with his or her unit of local government before voting, matters may be referred to the governing body of the affected unit of local government prior to action by the CCAB.

Section 15. Quarterly and Annual Reports.

- A. Quarterly, the Board shall provide to the participating units of local government a payment register listing all checks and other disbursements during the preceding quarter by budget category, listing date, payee, and purpose.
- B. Not later than October 1 of each year, the Board shall provide each unit of local government with an annual report, which shall include a summary of the previous fiscal year's financial and program activities, an accounting of assets and liabilities, and a reporting the disposition of all equipment with a value greater than \$100, identifying those items owned separately and jointly by the parties.

Section 16. Duration of Agreement and Termination.

- A. The duration of this Agreement shall be perpetual and the participation by the parties shall continue from year to year subject to the withdrawal procedures that follow.
- B. Any member unit of local government may withdraw from this Agreement, effective at the end of a fiscal year, by giving written notice to the Board by January 1 of the then-current fiscal year. Failure to provide such notice obligates the unit of local government to participate in the Agreement for the succeeding fiscal year beginning July 1.
- C. Upon notice of withdrawal by a party prior to January 1, the Chair of the Board shall direct that an accounting of assets and liabilities be conducted and presented to the Board. The Board and the withdrawing party shall agree upon an equitable withdrawal of assets and liabilities, which may include a reserve account for contingent, unliquidated or unforeseen liabilities or obligations. If the Board and withdrawing party are unable to agree on the withdrawal 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 indebtedness existing at the time of dissolution or withdrawal. Unless otherwise agreed or unless either party has expressly incurred the debt or obligation on its own

behalf, each party's proportionate share of the debts and obligations shall be equal to its equity share in this intergovernmental entity. The local government, upon its withdrawal from this Agreement, will be reimbursed within 120 days, either by cash payment for the fair market value of its proportionate share of assets held jointly and those owned separately, or by receiving its contributed assets, or by a combination thereof. There shall be no reimbursement for contributions expended by the Board for capital improvements, including remodeling or renovation of studio facilities, or for the contributions of a party expended or obligated to fund studio operations.

Section 17. Support Services. For purposes of personnel and payroll administration, the units of local government participating in this Agreement may agree to designate one unit among them to serve as the employer of the studio manager or other personnel providing cable access services under this Agreement, as well as provide budget management, accounting and purchasing services. Such services shall be provided consistent with all applicable local laws and on such other terms as may be mutually agreed upon in writing by the parties.

Section 18. General Terms.

- A. Severability. The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.
- B. Interpretation. The terms and provisions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement. Nothing in this Agreement shall be construed to limit the right of any unit of local government to pursue an independent course of action for the same purpose as those for which this Agreement was entered into. The Board shall have the authority to interpret this Agreement as necessary to carry out its purpose.
- C. Increasing Member Units of Government. The Board may develop a method for allowing other units of local government to enter into this Agreement. A fee or cost for subsequent inclusion of a party may be assessed upon a joining party.

Section 19. Amendments. The terms of this Agreement may be amended by mutual agreement of the parties. Any amendments shall be in writing and shall refer specifically to this Agreement, and shall be executed by the parties.

Section 20. Notices. All notices required under this Agreement shall be sent to:

Oregon City: City Manager
City of Oregon City
320 Warner Milne Road – PO Box 3040
Oregon City, OR 97045

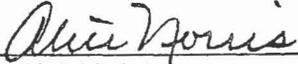
West Linn: City Manager

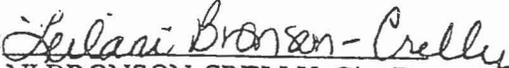
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West Linn: City Manager
City of West Linn
22500 Salamo Road
West Linn, OR 97068

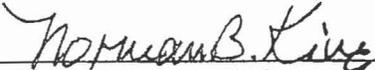
IN WITNESS WHEREOF, the parties have set their hands and affixed their seals as of the date and year herein below written.

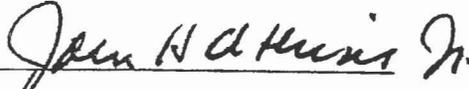
The City of **Oregon City** has acted in this matter pursuant to Ordinance No.05-1005, adopted by the City Commission on the 1st day of June,2005.

By 
ALICE NORRIS, Mayor

Attest: 
LEILANI BRONSON-CRELLY, City Recorder

The City of **West Linn** has acted in this matter pursuant to Ordinance No. 1518, adopted by the City Council on the 25th day of May, 2005.

By 
NORMAN B. KING, Mayor

Attest: 
Witness