

RESOLUTION NO. 1922

A RESOLUTION ENDORSING THE UPDATE TO THE REGIONAL WATER SUPPLY PLAN, AND AUTHORIZING THE CITY MANAGER TO SIGN AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT CONCERNING PARTICIPATION IN THE REGIONAL WATER PROVIDERS CONSORTIUM.

WHEREAS, in 1996 the Wilsonville City Council adopted Resolution No. 1328 endorsing the Regional Water Supply Plan (RWSP); and

WHEREAS, Resolution No. 1328 also authorized the City Manager to enter into an Intergovernmental Agreement (IGA) concerning Wilsonville's participation in the newly formed Regional Water Providers Consortium; and

WHEREAS, the RWSP has been updated to account for actions that have occurred since 1996 as well as more current information regarding regional demand forecasts; and

WHEREAS, the RWSP Update notes the water provided by the Willamette Water Treatment Plant is of exceptional quality, and acknowledges this source as meeting Wilsonville's long-term municipal water supply needs; and

WHEREAS, the RWSP Update indicates that other jurisdictions have also considered use of the Willamette River for municipal water supply, noting that a public vote is required by such jurisdictions before using the Willamette River for this purpose; and

WHEREAS, public involvement has been a part of the process in updating the RWSP and has included two stakeholder panels, three newsletters, two mail-back questionnaires, two public workshops, and information available through the Consortium website; and

WHEREAS, since creation of the Regional Water Providers Consortium in 1996, participating agencies have suggested certain changes be made to the IGA to make it a more effective document that better reflects participants' current and future method of operation; and

WHEREAS, the Regional Water Providers Consortium governing board (Consortium Board) is comprised of elected officials from each of the member agencies; and

WHEREAS, the RWSP Update and the amendments to the IGA have been approved by the Consortium Board, which in turn has referred both these matters to member jurisdictions for their respective consideration and formal response; and

WHEREAS, endorsement of the RWSP Update and approval of the IGA amendments is consistent with Wilsonville's current operation and future plans for municipal water supply;

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

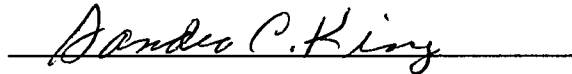
1. The City of Wilsonville endorses the Regional Water Supply Plan Update, which is hereby incorporated by reference.
2. On behalf of the City of Wilsonville, the City Council authorizes the City Manager to sign the Intergovernmental Agreement Amendments as itemized in Exhibit A attached hereto.
3. This resolution becomes effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a special meeting thereof this 22nd day of February, 2005, and filed with the Wilsonville City Recorder this same date.



ALAN KIRK, COUNCIL PRESIDENT

ATTEST:



Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Excused
Council President Kirk	Yes
Councilor Knapp	Yes
Councilor Holt	Yes
Councilor Scott-Tabb	Yes

EXHIBIT A:

**AMENDMENTS TO
REGIONAL WATER PROVIDERS CONSORTIUM AGREEMENT
9/1/04**

This document (Amending Agreement) is entered into by and among the undersigned municipalities and districts, hereinafter called Participants, to amend the Regional Water Providers Consortium Agreement (Agreement).

RECITALS:

WHEREAS, the Participants previously entered into a Regional Water Providers Consortium Agreement in 1996 and 1997; and

WHEREAS, operating under the original agreement has led the Participants to determine that certain changes should be made to create a more effective document and one that better reflects the Participants' current and future method of operation; and

WHEREAS, The Consortium Board adopted a new 5-Year Strategic Plan in June of 2004 that directed an examination of the Consortium IGA and Bylaws, and

WHEREAS, the primary current activities of the Consortium are largely directed at activities that provide immediate benefit based on the current size of the member entities, a revised dues structure was felt necessary;

NOW, THEREFORE, the Participants agree to amend the Agreement as follows and that any part of the Agreement not amended shall remain as originally written:

Section 1. Definitions

~~"Consortium Technical Subcommittee" Shall mean the Committee established by Section 11 of this Agreement consisting of ten of the Technical Committee members.~~

"Plan" - That document dated October 1996, entitled Regional Water Supply Plan for the Portland Metropolitan Area, and all subsequent amendments thereto, referred to herein as the "Plan."

Section 2. Purposes

The general purposes of the Consortium are as follows:

- A. ~~To promote the voluntary coordination of individual and collective actions of Participants implementing the Plan.~~ To provide a collaborative clearinghouse function for water supply planning and development that fosters regional coordination.
- B. To serve as the central custodian for Plan documents including computer models and other local decision support functions.
- D. To provide a forum for the study and discussion of water supply issues of mutual interest to the Participants and ~~coordinate~~ collate the responses of Participants to such issues.
- E. To provide a forum for review and discussion of water resource related issues ~~preliminary to any final actions by individual Participants, regarding issues which could be considered to relate~~ that may relate to application of the statewide land use goals, comprehensive plans, regional plans or land use regulations.
- F. ~~To establish an avenue for public participation in water supply issues in addition to public participation activities of the individual Participants.~~ ~~To allow for public participation in Consortium activities.~~
- G. To conduct regional conservation programs
- H. To facilitate emergency preparedness for water suppliers in the region

Section 3. Endorsement of Regional Water Supply Plan

B. ~~The Participants have endorsed the Plan in order to provide guidance for individual water supply decisions and to provide an outline for Regional Water supply cooperation.~~ Endorsement of the Regional Water Supply Plan (RWSP) and coordination and collaboration between of its implementation by the Consortium members that avoids duplicative efforts and cost are part of the ongoing commitment of the Participants jointly to study and coordinate means to meet the water supply needs of the region to jointly study and create a Regional Water Supply Plan. The RWSP is intended to be a clearing house for local water supply planning and provides support for individual water supply planning and decision making.

Section 7 Dues

- I. The dues of each water provider participant shall be determined annually as

follows:

1. Total annual dues for all members 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., and taking into account any grants or non-dues monies available to fund the annual budget.

2. The total annual dues of Participants that are not water providers shall then be subtracted from the total annual dues-based budget, described in subsection 7.B.1. above, leaving a budget amount to be funded by provider dues. Dues shall be set so that the dues of each water provider reflects its proportional share of that sum based on the following formula:
 - (a) ~~25%~~ 50 % of the total provider shall be allocated proportionally based on the individual provider's proportional share of the total number of all Participants' retail customer accounts for the prior year.

 - (b) ~~25%~~ 50% of the total provider dues shall be allocated proportionately based on the individual providers' proportional share of the total average daily retail water use (in millions of gallons per day) in the prior year of all Participants.

 - ~~(c) 50% of the total provider dues shall be allocated proportionally based on the individual provider's share of the projected incremental growth in average daily summer peak season use (in millions of gallons per day) of all Participants. The projected incremental growth in use shall be based on the total incremental growth of all Participants projected from the first to the last year of the regional water demand forecast contain in the Plan or any more recent regional forecast approved as a Plan Amendment by the Consortium Board or the Participant's governing boards, commissions, or councils.~~

 - (c) The change made to the Consortium's formula in FY 2004/5 shall be phased in at 50% in FY 2005/6 and at 100% in FY 2006/7.

Section 9 Consortium Board

~~B. Multnomah, Clackamas, and Washington Counties may each also name a representative (and an alternate) to serve on the Board as non-voting *ex officio* members of the Board.~~

- C. (7) periodically review the Plan comprehensively, on a schedule providing for review at least every five to ten years as needed, commencing with the date upon which the Consortium is was formed, ~~or on a shorter scheduled determined by the Board.~~
- G. To be effective, Board actions must be approved by a vote of the majority of the Board at a meeting at which ~~a quorum of two-thirds~~ a simple majority of the Board is present.

Section 10. Consortium Technical Committee

- D. ~~The Technical Committee shall at its discretion, assign duties and tasks to and direct the work of the Technical Subcommittee. The Technical Committee under the provisions of any agreement or contract to provide staff shall supervise 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.~~

Section 11. Consortium Technical Sub-Committee

Delete in its entirety.

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 interpretations of the express terms of this Agreement. No issues related to water supply development or programs developed by individual members may be raised. The Participants intend to work cooperatively to accomplish the water resource strategies of the Plan and the purpose of this Agreement. It is understood, however, that there may be disagreements among the Participants on issues within the purview of the Consortium. The Consortium will also, therefore, provide a forum whereby such disagreements may be aired and, if possible, resolved. The Board shall establish a 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 its by-laws.

Section 17. Agreement Amendment

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing board, commission or council, as the case may be, of every Participant.

DATED this _____ day of _____, 2005

On behalf of the City of Wilsonville, by:

Arlene Loble, City Manager