



Work Session

WS

Milwaukie City Council



MINUTES
MILWAUKIE CITY COUNCIL
www.milwaukieoregon.gov

WORK SESSION
MAY 19, 2015
City Hall Conference Room

Mayor Parks called the Work Session to order at 4:15 p.m.

Council Present: Council President Batey and Councilors Mark Gamba and Karin Power

Excused: Councilor Scott Churchill

Staff Present: City Manager Bill Monahan, City Recorder Pat DuVal, Court Operations Supervisor Carla Bantz Finance Director Casey Camors, Assistant Finance Director Bonnie Dennis, Planning Director Denny Egner, Accounting Technician Joe Gardner, Associate Planner Brett Kelver, Assistant to the City Manager Mitch Nieman, Public Works Director Gary Parkin, Engineering Director Jason Rice, and Building Official Samantha Vandagriff

City Manager's Report

Mr. Monahan reviewed the Council agenda and noted the absence of Councilor Churchill. He discussed staffing changes at Jordan Ramis, PC, the City Attorney's office, and he recommended that the City contract with Steven Shuback for labor attorney services.

It was the consensus of the Council members present to allow Mr. Rebello to contract with Mr. Shuback for labor attorney services.

Mr. Monahan discussed the annual City Manager review process, and **it was the consensus of the Council members present that Mr. Rebello would send to Council the evaluation forms and results from the last City Manager review.**

Mr. Monahan discussed the Council goal setting and the goose mitigation processes. He provided updates on upcoming events including Flag Day, the Portland Pride Parade, the Vietnam Memorial Wall, and the League of Oregon Cities (LOC) Conference. He noted the possibility of rescheduling the June Study Session so Council could attend the Clackamas Cities Association (CCA) dinner, and he reported that the LOC Foundation had asked for a voluntary contribution.

It was the consensus of the Council members present to hold off on making a donation to the LOC Foundation.

Mr. Monahan and **Mr. Nieman** reviewed Zoe's Outfitters temporary event application for commercial use of Riverfront Park. They reported that a 30-day permit had been granted that allows goods to be delivered but does not allow business transactions in the park.

Community Development Update

Mr. Monahan introduced Alma Flores the City's new Community Development Director.

Mr. Rice provided an update on end of project work being done at Riverfront Park and the addition of parking spaces on Main Street at Adams Street.

The group discussed parking signage and enforcement at the Riverfront Park boat ramp.

Mr. Egner reported on Planning Department work on Spring Park improvements, Moving Forward Milwaukie (MFM), economic development, and state transportation grants.

The group discussed community interest in enhancing Hwy 224 pedestrian crossings and the impact on school bus routes if Monroe Street were closed as part of the Monroe Neighborhood Greenway project.

Council President Batey, Mr. Nieman, and Mr. Egnor discussed the Four Parks Master Planning process and it was suggested that the final plans for each park should be reviewed by the neighborhood district associations (NDAs) and the Planning Commission.

Union Pacific Railroad Utility Agreement for Stanley Avenue Stormwater Project

Mr. Rice and Councilor Gamba discussed Council and staff concerns about the City owning a project believed to have been originally built by the rail road and would likely be changed by the rail road within ten years.

Mr. Rice and Mr. Albert explained that the project involves a manhole at the intersection of Linwood Avenue and Harmony Road which contains water flows from 3 jurisdictions and was likely not installed by the City. They noted that the water in the manhole flowed west to east and is connected to the Railroad Avenue stormwater project.

Mr. Monahan inquired if Council wished to have additional conversation on the topic, and **Council President Batey** remarked on a legal concern she had with the contract.

Councilor Gamba and Mr. Albert discussed the possibility of pumping the water into a wetlands-style retention basin, and it was noted that there was not enough room in the right-of-way (ROW) to accommodate a pumping station. Staff also noted that future projects could divert and treat the water differently than is currently done.

Kellogg Good Neighbor Committee (KGNC) Update

Mr. Parkin reviewed the KGNC's accomplishments in the last year, and he expressed his appreciation for the Committee's work on the landscaping project.

The group noted the landscaping project's impact on the Riverfront Park goose problem.

Mr. Parkin discussed ongoing odor reduction projects and the involvement of Councilor Power in addressing regional sewage treatment options.

Councilor Power remarked that the odor screen has been installed and that the funding for the landscaping project had been spent. She reported that the KGNC was considering future projects, and that Oak Lodge Citizen Advisory Group members had attended KGNC meetings to stay informed of ongoing sewage treatment issues.

Mr. Parkin commented on the usefulness of the KGNC's input to Council.

Councilor Gamba and Councilor Power discussed the need to follow-up with Clackamas County Water Environment Services (WES) and other Clackamas County Service District 1 (CCSD1) partners regarding aeration basin coverage at the Kellogg Treatment Plant.

Mr. Parkin noted WES' capital project list that had been recently reported to Council.

Council President Batey noted that Greg Geist with WES had recently suggested that future rate increases were likely, and she asked if WES had been audited by the County. **Councilor Power** and **Mr. Monahan** noted that the City of Oregon City had also asked for WES to be audited, but it did not appear that the County would be auditing WES.

The group noted how interconnected the different WES sewage systems are, and **Councilor Power** discussed upcoming RiverHealth meetings and topics.

Master Fee Schedule Update

Ms. Camors explained that the Council adopts a Master Fee Schedule annually, and she discussed the staff process to compile the fee updates. She reported that the major changes included the billable hourly staff rates and utility rates for water use.

Councilor Gamba expressed his preference for a water rate scheme that did not charge the smallest uses twice as much, and **Ms. Camors** discussed working with the Citizens Utility Advisory Board (CUAB) to begin a water rate review process.

The group discussed postponing the entire Master Fee Schedule adoption process, or removing just the water rates for further consideration and adopting the rest of the Master Fee Schedule. Staff noted that fees could not be charged retroactively and that it could take at least 6 months to do a water rate analysis.

Council President Batey noted that the Master Fee Schedule could be reviewed and changed within the next year, and **Councilor Gamba** suggested that there may be concerns about rates changing multiple times in a year. **Ms. Camors** suggested that Council could adopt the proposed water rates now and consider changes to the rate structure over the course of the next year.

Councilor Gamba asked for Council input on the timeline for reviewing the business registration fee, and **Councilor Power** and **Mayor Parks** remarked that they would prefer to give the City and businesses time to consider changes. **It was the consensus of the Council members present to adopt the Master Fee Schedule in its entirety as presented and consider changes over the next fiscal year.**

Mr. Parkin noted that staff and Council had come to the conclusion that a full water rate study was needed but that funding for such a study was not available. **Ms. Camors** remarked that a supplemental budget could be done expediently, but the rate review process would take at least 6 months.

Ms. Camors discussed other changes proposed in the Master Fee Schedule including changes to building permit fees, the business registration program, Municipal Court sentencing, a planning appeal fee, and system development charge (SDC) adjustments.

Councilor Gamba asked if the stormwater SDC could be waived if the homeowner had a process for treating the water on-site. **Mr. Parkin** replied that the SDC is charged to pay for a regional facility and could not be waived.

Councilor Gamba asked if a property owner would have to pay for a temporary Certificate of Occupancy and pay again for a regular Certificate of Occupancy. **Ms. Vandagriff** explained that the temporary Certificate of Occupancy was added to cover the costs of research time requested by the bank in refinance or sale situations for properties where the Certificate of Occupancy was old and the City did not have documentation readily available. She noted that there was no fee for a normal Certificate of Occupancy.

Council President Batey suggested that the Master Fee Schedule document should include footnotes to explain how the rates were set and used. **Ms. Camors** noted that the document would be amended to include more detail about each fee, and she noted that there would be many changes to the document next year.

Mr. Monahan commented that the complete document re-formatting would happen next year, and he added that changes could be made to the utilities and SDCs this year.

Mayor Parks thanked Ms. Camors for answering her questions, and **Ms. Camors** summarized that staff would make the updates and present the Master Fee Schedule to Council at the June 16, 2015, Regular Session with an effective date of July 1, 2015.

Mayor Parks noted the lack of time to hear the remaining Work Session agenda items.

Monroe Street Neighborhood Greenway Update

Mr. Kelter explained that he hoped to prepare Council for its review of the Monroe Street Neighborhood Greenway project recommended concept plan, and he asked for Council input on what the project advisory committee (PAC) had recommended. He noted the final public workshop on June 1, 2015, and asked for any questions from Council.

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Councilor Power, Council President Batey, and Mayor Parks asked for information on how the project segments would be prioritized given possible funding sources.

Councilor Gamba asked that the finished plan reference that the project spans from the Trolley Trail to Linwood Avenue rather than 21st Avenue to Linwood Avenue.

Council President Batey noted that at the last open house there were public comments on the issue of the diverter.

Mr. Kelper said he would ask project PAC members to be present at the June 16, 2015, Work Session.

Mayor Parks asked Ms. Camors if she would be willing to present her report on Solid Waste Rate Setting early on the Regular Session agenda, and **Ms. Camors** and her co-presenters indicated their willingness to stay for the Regular Session.

Mayor Parks adjourned the Work Session at 5:49 p.m.

Respectfully submitted,



Scott S. Stauffer, Administrative Specialist II



MILWAUKIE CITY COUNCIL WORK SESSION

City Hall Conference Room
10722 SE Main Street
www.milwaukieoregon.gov

**AGENDA
MAY 19, 2015**

A light dinner will be served.

4:00 p.m. Executive Session

The City Council will meet in Executive Session pursuant to ORS 192.660(2)(d) to deliberate with persons designated by the governing body to carry on labor negotiations.

Work Session

	Page #
1. 4:15 p.m. City Manager's Report Staff: City Manager Bill Monahan	
2. 4:30 p.m. Union Pacific Railroad Utility Agreement for Stanley Avenue Stormwater Project Staff: Engineering Director Jason Rice	1
3. 4:45 p.m. Kellogg Good Neighbor Committee (KGNC) Update Staff: Public Works Director Gary Parkin	23
4. 5:00 p.m. Master Fee Schedule Update Staff: Finance Director Casey Camors	24
5. 5:15 p.m. Monroe Street Neighborhood Greenway Update Staff: Associate Planner Brett Kelter	100
6. 5:30 p.m. Solid Waste Rate Setting Staff: Finance Director Casey Camors	117
7. 5:45 p.m. Adjourn Work Session	

Meeting Information

The time listed for each item is approximate; the actual time each item is considered may change due to the length of time devoted to the previous item. The Council may vote in Work Session on non-legislative issues.

Public Notice

Executive Sessions: The Milwaukie City Council may meet in Executive Session immediately following adjournment pursuant to ORS 192.660(2). All Executive Session discussions are confidential and those present may disclose nothing; representatives of the news media may attend as provided by ORS 192.660(3) but must not disclose any information discussed. Executive Sessions may not be held for the purpose of taking final actions or making final decisions and they are closed to the public.

The Council requests that mobile devices be set on silent or turned off during the meeting.

The City of Milwaukie is committed to providing equal access to information and public meetings per the Americans with Disabilities Act. For special accommodations, please call 503-786-7502 or email ocr@milwaukieoregon.gov at least 48 hours prior to the meeting.



MILWAUKIE CITY COUNCIL
AGENDA ITEM SUMMARY

Agenda Item: **WS 2.**

Meeting Date: **5/19/15**

Title: **Stanley Avenue Storm Pipe Replacement Project
UPRR Right of Way Use Agreement**

Prepared By: Brad Albert

Department Approval: Jason Rice, Engineering Director

City Manager Approval: Bill Monahan

Approval Date: May 11, 2015

ISSUES BEFORE COUNCIL

Authorize the City Manager to sign a right of way use permit with Union Pacific Railroad (UPRR) for the construction of storm pipe and manhole within the railroad right of way at the intersection of Linwood Avenue and Harmony Road.

STAFF RECOMMENDATION

Sign the right of way use permit for the construction of storm pipe and manhole within the UPRR right of way.

KEY FACTS & INFORMATION SUMMARY

- The City does not currently have an agreement for the existing storm pipe and manhole within UPRR right of way.
- UPRR requires that the new improvements be quantified within a new agreement.
- UPRR is requiring a one-time \$3,000 licensing fee for the use of the right of way.
- UPRR is also requiring that the stormwater improvements be moved in the future when the railroad deems necessary.
- Without the agreement, the City would have to come up with an alternate design that would likely exceed the budget for the project.

OTHER ALTERNATIVES CONSIDERED

Construct a stormwater pump station and pipe crossing under UPRR track to meet railroad regulations. The additional improvements could easily exceed \$200,000, which is not budgeted under this project.

CONCURRENCE

Staff consulted the City Attorney on the issue of signing an agreement with UPRR. Below is the response from the City Attorney's office.

City Attorney response: Currently, the City has unknown liability for the manhole. If the manhole needed to be moved or repaired, it would likely fall on the City. The City could assert

that UP was the owner, but UP would very likely push back and make the City prove this fact. The City could push back on UP and demand proof that UP was not the owner, but meanwhile, the manhole is caving in or whatever the situation and, realistically, the City is going to be the only party which cares enough to fix it.

Assuming the City signs the agreement UP is proposing, the City will have certainty that it is the owner and will lose the ability to try to assert that against UP. While the ability to make that assertion against UP could be a benefit, as we discussed, the likelihood of something fruitful coming out of that discussion is small. Additionally, while the City knows that it will be on the hook for moving or maintaining the manhole, the costs of doing so, as you've explained them to me, are relatively manageable. Also, if the relocation is part of a major project, the cost of that relocation is likely to be part of the overall budget and likely covered by state or federal monies.

It's a fairly one-sided agreement, as most are with railroads, but given the fact that the City needs this agreement in order to move forward with its planned project, it seems like there may not be any good alternatives.

CITY COUNCIL GOALS

Allocate resources within the Capital Improvement Plan to improve livability in the neighborhoods.

FISCAL NOTES

Funding for the Stanley Avenue Storm Pipe Replacement Project is included in the approved 2014-2016 Biennial Budget. The project is funded through the Stormwater Fund (570).

ATTACHMENTS

1. Resolution
2. UPRR right of way use agreement

Attachment 1



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE UNION PACIFIC RAILROAD FOR THE REPLACEMENT AND MAINTENANCE OF STORMWATER INFRASTRUCTURE IN CONJUNCTION WITH THE STANLEY AVENUE STORM PIPE REPLACEMENT PROJECT.

WHEREAS, the existing stormwater infrastructure is currently within Union Pacific Railroad right of way; and

WHEREAS, the City of Milwaukie will take ownership and maintenance responsibilities of the new stormwater infrastructure; and

WHEREAS, the stormwater infrastructure needs to be replaced because of deficient conveyance capacity; and

WHEREAS, the Union Pacific Railroad will not permit the work without a formal signed agreement;

Now, Therefore, be it Resolved that the City of Milwaukie authorizes the City Manager to sign an agreement with Union Pacific Railroad for the construction and maintenance of stormwater infrastructure within Union Pacific Railroad right of way.

Introduced and adopted by the City Council on May 19, 2015.

This resolution is effective on May 19, 2015.

Wilda Parks, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

Attachment 2



April 28, 2015
Folder: 02889-23

CITY OF MILWAUKIE
10722 SE MAIN STREET
MILWAUKIE OR 97222

RE: Proposed Construction of Underground 24 Inch storm water Pipeline and one 72 inch manhole

Attached are duplicate originals of an agreement covering your use of the Railroad Company's right of way. Please execute the attached documents IN DUPLICATE and return.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity.*

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

- Payment in the amount of **Three Thousand Dollars (\$3,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 02889-23 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If you have any questions concerning this Agreement, please contact me at (402) 544-8553.

Sincerely,

Connie Alvis
Manager - Real Estate
Email : CRALVIS@up.com
Phone : (402) 544-8553

LONGITUDINAL PIPELINE AGREEMENT

Mile Post 762.4 on the Brooklyn Subdivision/Branch
Location: Milwaukie, Clackamas County, Oregon

THIS AGREEMENT (“Agreement”) is made and entered into as of April 28, 2015, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF MILWAUKIE**, to be addressed at 10722 Se Main Street, Milwaukie, Oregon 97222 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the License Fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground 24 inch longitudinal pipeline, approximately 15 feet in length,
and one 72 inch manhole
for transporting and conveying storm water only

(hereinafter the “Pipeline”) in the location shown and in conformity with the dimensions and specifications indicated on the print dated April 28, 2015 and marked **Exhibit “A”**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying stormwater, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline encroachment, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Three Thousand Dollars (\$3,000.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor, require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

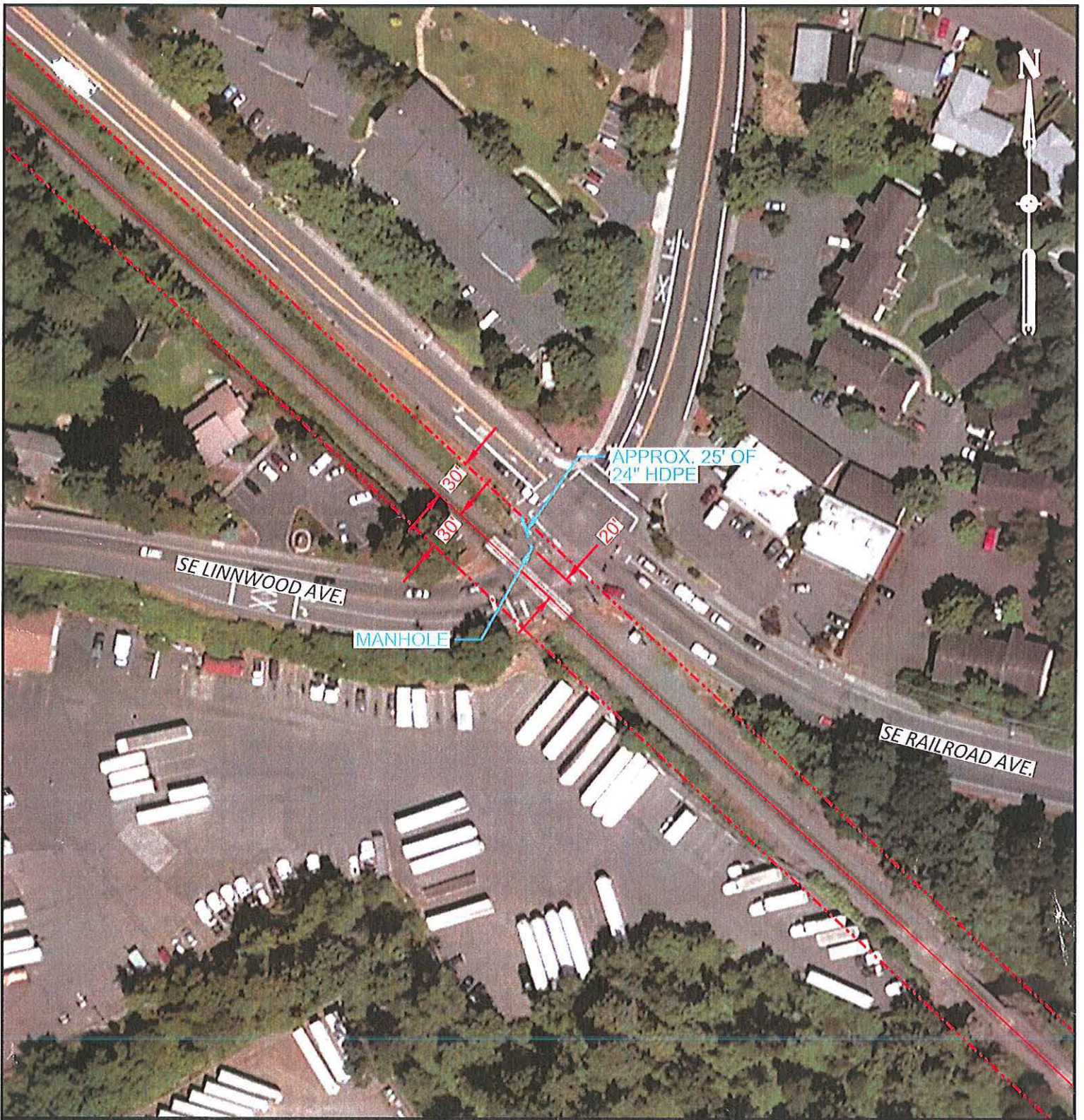
Article 5. INSURANCE.

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this lease, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.



LEGEND:

PIPELINE ENCROACHMENT - - - - -

UPRRCO. R/W OUTLINED - - - - -

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MILWAUKIE, CLACKAMAS COUNTY, OR

M.P. 762.4 - BROOKLYN SUB.

TO ACCOMPANY AGREEMENT WITH

CITY OF MILWAUKIE

SP OR V-17 / 32

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 4.28.15

NLP FILE: 2889-23

CADD FILENAME 0288923.dgn

SCAN FILENAME 2889-23aerial.tif

WS8

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,

the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

DOMINIC R. MARCHIONE
TRK SUPVR 2
Cell Phone: 530 410-2164

JOSEPH COBARRUBIA
MGR SIGNAL MNTCE
Cell Phone: 541 619-7541

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is

provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM**

ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- 1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;**
- 2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;**
- 3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;**
- 4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;**
- 5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR**
- 6. LICENSEE'S BREACH OF THIS AGREEMENT,**

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

- C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

Attached is your permit to finalize as follows:

Print all pages, including exhibits.

Execute two complete originals.

Return both originals to my address below.

Return in overnight mail within 2-4 days.

Return license fee of \$3000.00

I do not need copies of your insurance certificates.



Memorandum

To: Bill Monahan, City Manager

From: Gary Parkin, PW Director and Committee Liaison

CC:

Date: May 7, 2015 for May 19th Work Session

Re: Kellogg Good Neighbor Committee (KGNC) annual meeting with City Council

The KGNC had a busy second year. The committee was established in accordance with provisions in the Intergovernmental Agreement between Clackamas County and the City. The purpose of the committee is to determine how to best utilize funds (the Good Neighbor Fund per section 4.11 of the agreement) that are designated to mitigate the impact of the Kellogg Treatment Plant on the community.

Work accomplished during the past year includes:

- Planting around the treatment plant. The committee provided a forum for public involvement throughout the process, engaged a landscape architectural firm to develop plans and specifications and worked with the County and the firm to oversee the planting around the treatment plant facility.
- Overseeing the completion of an odor reducing study that includes a prioritized list of odor reducing projects that will be considered in the County's Capital Improvement Program.

Moving forward the Committee will be involved continuing the landscaping enhancement around the perimeter of the Plant including the path, benches and picnic tables. The group will also be working on a landscape maintenance plan with the County.

The Committee will also be looking to support the City's interest in the County's wastewater management program and their boards and committees.



MILWAUKIE CITY COUNCIL
STAFF REPORT

Agenda Item: **WS 4.**
Meeting Date: **5/19/15**

To: Mayor and City Council
Through: Bill Monahan, City Manager

Subject: **FY 2016 Master Fee Schedule**

From: Casey Camors, Finance Director

Date: May 7, 2015 for May 19, 2015 Work Session

ACTION REQUESTED

Review and discuss proposed Resolution to update the City Master Fee Schedule.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

The City's fiscal policies state that the City will periodically and systematically review user fees and charges to take into account the effects of additional service costs and inflation. An updated Master Fee Schedule is adopted by Council each year, commonly in June proceeding the applicable fiscal year. The most recent fee schedule was adopted in June 2014 for the 2015 fiscal year.

BACKGROUND

The attached Master Fee Schedule (a red-line version and a clean version are both provided), if adopted, would go into effect on July 1, 2015. The document presented is currently in draft form and will be going through a complete clean-up; however the fees will not change unless directed by Council. Each year, department heads review their fees and make changes as necessary. The suggested changes generally reflect either a new City practice or a change in the City's cost. The City's adopted fiscal policies have the over-arching goal to accurately recover City costs incurred:

The City will maximize the use of service and user charges in lieu of ad valorem taxes and subsidies from other City funds, for services that can be identified and where costs are directly related to the level of service provided. The Council may establish fees at less than "full cost recovery" when deemed in the public interest. The City will periodically and systematically review user fees and charges to take into account the effects of additional service costs and inflation.

The more significant changes in this year's update are:

- Increase in utility rates as suggested by the CUAB for water, stormwater, and wastewater.
- Increase in building permit fees as previously discussed with City Council during the study session on April 23rd.
- Addition of a Municipal Court trial cancellation fee, young driver diversion fee and deferred sentencing fee for Class B, C and D offences.
- Addition of a fee for head-in only parking.

- Decrease in Planning Commission appeals from \$500 to \$250 based on Oregon State Statute.
- Inflationary increases to Transportation, Stormwater, and Water System Development Charges.
- Various adjustments to document costs.

The Master Fee Schedule is updated through the course of the year as needed.

CONCURRENCE

Changes and updates were solicited from all department heads.

FISCAL IMPACTS

Changes in the Master Fee Schedule will have various impacts City-wide.

WORK LOAD IMPACTS

N/A

ALTERNATIVES

A delay in adoption would leave current fees in place.

ATTACHMENTS

1. FY 2016 Master Fee Resolution
2. FY 2016 Master Fee Schedule
3. FY 2016 Master Fee Schedule - Redline

Attachment 1



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A resolution of the City Council of the City of Milwaukie, Oregon, revising fees and charges as shown in attachment A and updating the Master Fees Schedule of the City of Milwaukie

WHEREAS, it is the policy and practice of the City of Milwaukie to require the discernment and recovery of certain City costs from fees and charges levied in providing various City services, products and regulations; and

WHEREAS, the City Manager shall periodically cause a review of City fees and charges to recover City costs in providing City services, products and regulations and recommend adjustments to the City Council; and

WHEREAS, Milwaukie advisory boards, commissions and committees periodically provide recommended adjustments to the fees and charges levied in providing City services, products and regulations; and

WHEREAS, the City Manager has caused a review of all City fees and charges, has received guidance from advisory boards, commissions, and committees, and has determined the cost for such fees and charges; and

Now, Therefore, be it Resolved:

Section 1. The City of Milwaukie "Fees" document included as Exhibit A to this resolution is hereby adopted.

Section 2. This resolution supersedes previously adopted fee resolutions, clerical errors and omissions excepted.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Wilda Parks, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

Attachment 2



Master Fee Schedule

Adopted by resolution # xxxx xx, 2015

Effective July 1, 2015

(Unless otherwise noted)

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1. GENERAL INFORMATION

1.1 Overview

The City of Milwaukie provides a full range of municipal services to the community, including police protection, traffic control and improvement, street maintenance and improvement, water, sewer, and surface water management services, planning and zoning regulation, building inspection and regulation, and community library services. This Master Fee Schedule consolidates all City fees and charges, adopted by City Council resolution, for the various services that the City provides. Typically, it is updated annually and reflects all fee resolutions passed by Council during the year. For easy reference, the current Master Fees Schedule is available online at: <http://www.milwaukieoregon.gov/finance>.

1.2 Fee waiver and variance statement

Based upon an unusual circumstance or event, past practices, demonstrated hardship, or public benefit, the City Manager is authorized to waive or decrease a fee(s) or charge(s) in a particular matter or establish a fee not yet authorized in this schedule. When a new fee is established by the City Manager it shall be incorporated into this document, and it shall be included and specified during the next update to this document. It shall be communicated to Council in writing to allow opportunity for comment. The request for a waiver or reduction must be in writing. If the City Manager or his designee agrees to said waiver or reduction, he/she may inform the City Council, in writing, of the request and his/her decision, except in minor matters (defined as waivers or reductions valued at \$500 or less).

1.3 Billable hourly rates

Unless otherwise specified, the City employee billable hourly rate shall be calculated as 2.5 times step 4 of the employee's job classification, to the nearest \$5 increment. This calculation shall be used to recover costs for those services billed on an hourly basis, including but not limited to professional services such as planning, engineering, public works, utility, financial, legal, and police services. The use of a multiplier of 2.5 is intended to recover all overhead, training, benefits, and other costs associated with a City employee's time. Any work performed during overtime hours shall be billed as the calculated hourly rate multiplied by 125 percent. A schedule of hourly billing rates will be maintained. The City Manager or individual department directors are authorized to adjust calculated billings to reflect the impact of unusual circumstances or situations.

1. GENERAL INFORMATION (continued)

1.3 Billable Hourly Rates (continued)

Community Development and Public Works Administration

Community Development Director	\$	130
Light Rail Design Coordinator		90
Administrative Supervisor		65
Administrative Specialist III		60
Administrative Specialist II		55
Community Development Coordinator		40

Engineering

Engineering Manager		115
Civil Engineer		90
Associate Engineer		75
Engineering Technician		60
Engineering Intern		40

Planning

Planning Director		115
Senior Planner		90
Associate Planner		80
Assistant Planner		70

Building

Building Official/Inspector		100
Permit Technician		60

Operations

Public Works Director		115
Operations Supervisor		85
Water Quality Coordinator		70
Asset Management Technician		65
Utility Specialist II		65
Utility Worker II		65
Utility Specialist I		55
Utility Worker I		55
Fleet Supervisor		80
Shop Foreman		75
Mechanic		60
Facilities Maintenance Coordinator		75
Facilities Maintenance Technician		60

Code Compliance

Code Compliance Coordinator		65
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2 UTILITIES

2.1 Monthly Rates

Wastewater and Water

UTILITY	Residential Charges			Low Income Charges			Commercial Charges		
	Treatment	Billing & Administration	Volume	Treatment	Billing & Administration	Volume	Treatment	Billing & Administration	Volume
	(per EDU)	(per account)	(per CCF of water consumption)	(per EDU)	(per account)	(per CCF of water consumption)	(per EDU)	(per account)	(per CCF of water consumption)
Wastewater¹ effective July 1, 2015	\$ 28.78	\$ 8.43	\$ 2.72	\$ 14.39	\$ 4.22	\$ 1.36	\$ 62.56	\$ 8.43	\$ 2.72

1. Residential wastewater volume charge is determined by the average monthly water usage from December to March (winter average). The winter average is adjusted annually on March 31st.

	Fixed	Volume Charge		Fixed	Volume Charge		Fixed	Volume Charge
Water² effective July 1, 2015	\$ 7.15	\$ 3.24		exempt	\$ 3.24		\$ 7.15	\$ 3.24

2. Fixed water rate of \$7.15 is for a 3/4" meter or smaller. The base rates for larger meters are as follows:

Commercial/Multifamily Meters		Standby Meters for Fire Flow Purposes	
Meter Size	Monthly Base Rate	Meter Size	Monthly Base Rate
1"	\$ 9.98	2"	\$ 10.66
1.5"	16.10	4"	38.37
2"	25.00	6"	55.87
3"	61.64	8"	75.84
4"	105.96	10"	95.81
6"	156.33	12"	115.79

Stormwater and Streets

UTILITY	Single Family Residential	Low Income	Commercial
Stormwater effective July 1, 2015	\$16.99	\$8.50	16.99 per 2,706 sq. ft. of impervious area
Street Maintenance Ord. #1966 effective July 1, 2007	\$3.35	Exempt	\$.35 per daily trip generated ³

Full billing cycle rates for street maintenance in other residential categories are:

Street Maintenance Rates for Other Residential Categories	
Residential Category	Rates
Multifamily residential	\$2.10 per unit
Elderly housing	\$1.40 per unit
Mobile homes	\$1.40 per unit
Congregate care	\$.70 per unit

3. Commercial daily trip generation is calculated based on type of use and building square feet. Monthly bill is capped at \$250 indexed annually for CPI published by the Bureau of Labor Statistics. Current maximum is \$293.58. (Municipal Code Section 3.25.060.)

2 UTILITIES (continued)

2.2 Other Charges

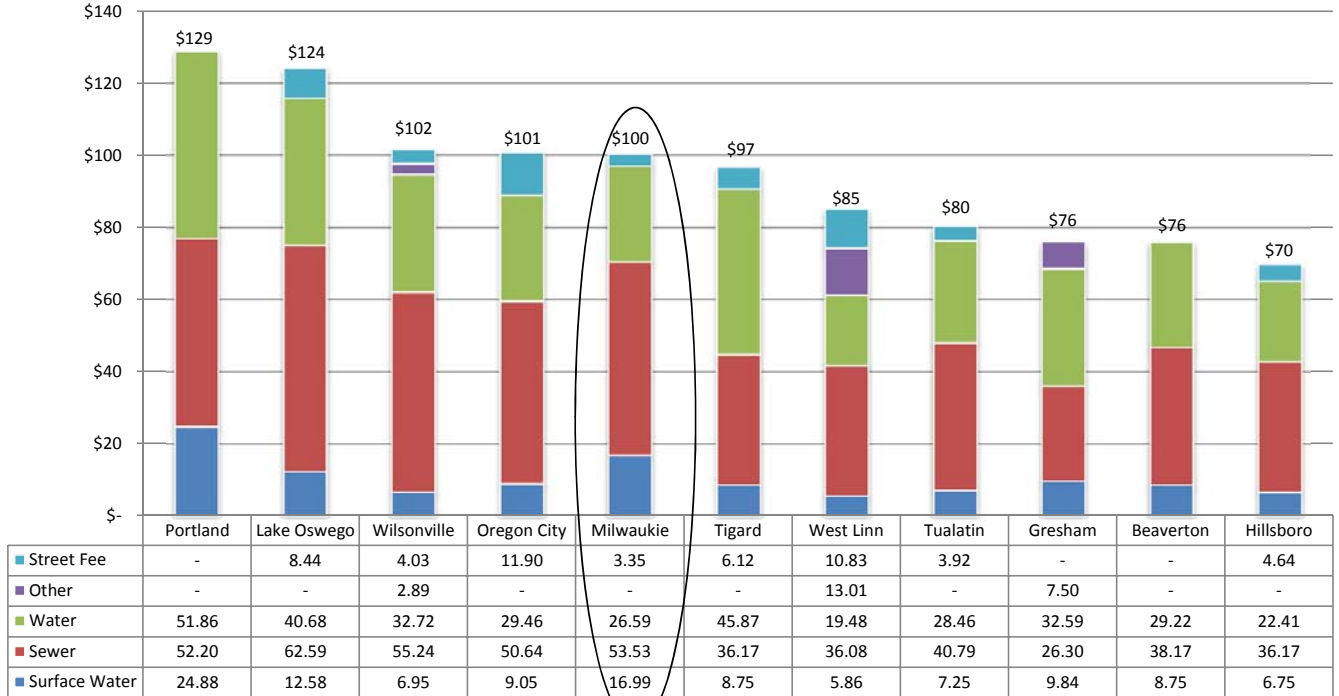
	<u>Fee</u>
Water:	
Service and Equipment	
Connect Service 5/8" or 3/4" Residential Service	\$ 2,700
Connect Service 1"	2,800
Connect Service 1 1/2"	3,200
Connect Service 2"	3,300
Equipment	
3/4" Meter	230
1" Meter	330
1 1/2" Meter	560
2" Meter	680
Hydrant Meter Deposit (Refundable less water usage)	2,200
 Sewer Connection	
A fee charged to the City by Clackamas County and collected to recover invoiced costs for each new connection to the public sanitary sewer system.	5,670 Per EDU ¹
 Miscellaneous	
Delinquent Account—Past Due Notice	5
Delinquent Account—Notice of Termination	10
Shut-off/Turn-on	35
After-hours Restoration of Service (Monday-Friday 3:00-8:00 p.m.; Saturday and Sunday 8:00 a.m.-8:00 p.m.)	85
Reimbursement District Fee	To be determined by scope of project

¹An EDU or "equivalent dwelling unit" is a unit of measurement of sewer usage that is assumed to be equivalent to the usage of an average dwelling unit.

2.3 Penalties (each day that a violation exists is a separate offense)

Low income utility rate violation (Ord. #1424, adopted 1979)	up to \$200
Water, wastewater, or storm system regulation violation (Ord. #1418, adopted 1978, Ord. #1548, adopted 1983, and Ord. #1755,	\$25 to \$500
Sewer violation (Ord. #1548, adopted 1983)	maximum \$500
Fats, oils, and grease violation (Ord. #1990, adopted 2008, Ord. #1985,	maximum \$500

2.4. Comparison Graph of Average Utility Bills of Neighboring Cities (on a monthly basis)



This graph compares the average utility bills for the neighboring cities surrounding Milwaukie. As some cities bill monthly, some bill every two months, and some bill every three months, these amounts are converted to average monthly amounts so they are comparable to Milwaukie. Also, cities increase different rates at different times during they year; therefore, this graph is simply a picture in time reflecting the rates at the time that the survey was conducted. And finally, cities have different average water consumption amounts per household; so for the sake of this comparison, these rates are computed using an average 6ccfs of water used per month so as to be most comparable to Milwaukie's overall average. Below are Milwaukie's calculations:

	July 1, 2013			July 1, 2014			July 1, 2015		
	increased		avg bill	increased		avg bill	increased		avg bill
Water Service Fee									
Base	14.6%	0.77	\$ 6.04	12.7%	0.77	\$ 6.81	5.0%	0.34	\$ 7.15
Plus per 6ccf	14.6%	2.10	16.44	12.8%	2.10	18.54	4.9%	0.90	19.44
<i>Avg water per house (6ccfs)</i>			22.48			25.35			26.59
Sewer Service Fee									
Base fee	0%	N/A	26.10	5.5%	1.17	27.54	4.5%	1.24	28.78
Plus per 6ccf	0%	N/A	22.41	5.6%	1.00	23.67	4.6%	1.08	24.75
<i>Avg sewer per house</i>			48.51			51.21			53.53
Storm Water Management Fee	14%	1.61	13.05	14.1%	1.84	14.89	14.1%	2.10	16.99
Street Maintenance Fee	0%	N/A	3.35	0%	N/A	3.35	0%	N/A	3.35
Average bill per residence			<u>\$ 4.48</u> <u>\$ 87.39</u>			<u>\$ 7.41</u> <u>\$ 94.80</u>			<u>\$ 5.66</u> <u>\$ 100.46</u>

3. BUILDING

3.1 Residential Building Permits

A. **Structural Permits**—Valuation shall be calculated in accordance with OAR 918-050-0100:

1. Permit	Plus each additional	
	Base Fee	\$1000 of BV
\$1 to \$5000	\$ 125.00	\$ -
\$5,001 to \$25,000	125.00	12.92
\$25,001 to \$50,000	383.40	9.60
\$50,001 to \$100,000	623.40	6.46
Over \$100,000	946.40	5.46
Minimum permit fee	125.00	

Permit fees are calculated based on the total valuation, and square footage of the improvements.

Fee Table for New Single Family Houses and New Accessory Dwelling Units only:

2. Permit	Plus each additional	
	Base Fee	\$1000 of BV
\$1 to \$5000	\$ 125.00	\$ -
\$5,001 to \$25,000	125.00	9.04
\$25,001 to \$50,000	305.80	6.72
\$50,001 to \$100,000	475.00	4.52
\$100,000 to \$170,000	701.00	3.82
Over \$170,000	1,328.60	5.46
Minimum permit fee	125.00	

Permit fees are calculated based on the total valuation, and square footage of the improvements.

3. Stand-alone Fire Suppression Systems (require a backflow device installed by licensed plumbing contractor or persons exempt from licensing):

	Fee
0 sq. ft. to 2,000 sq. ft.	\$ 146.50
2,001 sq. ft. to 3,600 sq. ft.	220.00
3,601 sq. ft. to 7,200 sq. ft.	275.00
\$7,201 sq. ft. and greater	512.00

4. Annual Adjustment. Residential permit fees 1-3 shall be automatically adjusted each July 1st based on the percentage of the change in the Portland, Oregon Consumer Price Index (CPI-W) second half report, published the preceding February of each year, effective July 1st, 2016 ending July 1st, 2020.

	Fee
5. Initial Plan Review Fees	75% of the permit fee
6. Plan Review Fees Required/Requested by Changes, Additions, Revisions	\$75/hr. (1 hr. min.)
7. Third Party Plan Review Fee (for transfer of plan review to a third party)	10% of the permit fee (\$65 min.)
8. Residential Solar PV Installation	\$100.00
9. Investigation Fee	\$ 105.00 per hour (minimum one hour)

3. BUILDING (continued)

B. Mechanical Permits—Fees per current Mechanical Permit application	Fee
1. Minimum Permit Fee	\$ 136.00
2. HVAC	
<i>For the installation of:</i>	
Air handling unit including ducts:	
Up to 10,000 cfm	24.00
Over 10,000 cfm	27.00
Air conditioning/heat pump (site plan required)	42.00
Alteration of existing HVAC system	19.50
Boiler/compressor	19.50
Install/relocate/replace furnace/burner including ductwork and vent:	
Up to 100,000 BTU/H	19.50
Over 100,000 BTU/H	23.00
Install/relocate/replace heaters (room, suspended, wall- or floor-mounted)	19.50
Vent for other than furnace	19.50
3. Environmental Exhaust and Ventilation	Fee
<i>For the installation of:</i>	
Appliance vent	\$ 16.00
Dryer exhaust	13.00
Each hood that is served by a mechanical exhaust or air conditioning	11.00
Exhaust system with single duct (bath fan) each	9.00
Exhaust system apart from heating or air conditioning	13.00
4. Fuel Piping and Distribution	
<i>LPG-NG-Oil fuel piping:</i>	
Up to 4 outlets (includes gas tag)	23.00
Each additional outlet over 4	2.50
5. Other Listed Application or Equipment	
Decorative fireplace or insert	37.00
Woodstove/pellet stove	49.00
For each appliance or piece of equipment regulated by the code but not classed in other appliance categories, for which no other fee is listed in this code, or for which there is an alteration or extension of an existing mechanical system	19.50
6. Annual Adjustment. Mechanical permit fees 1-5 shall be automatically adjusted each July 1st based on the percentage of the change in the Portland, Oregon Consumer Price Index (CPI-W) second half report, published the preceding February of each year, effective July 1st, 2016 ending July 1st, 2020.	
7. Plan Check Fee	25% of the permit fee
8. Investigation Fee	\$105.00 per hour (minimum one hour)

3. BUILDING (continued)

C. Plumbing Permits—Fees per current Plumbing Permit application	Fee
1. Minimum Permit Fee	\$ 132.00
2. Total Bathrooms Per Dwelling	
1 bath dwelling (includes 1 kitchen)	545.60
2 bath dwelling (includes 1 kitchen)	602.95
3 bath dwelling (includes 1 kitchen)	716.10
Additional bathroom/kitchen	285.20
Includes the first 100 ft. of water piping, sanitary and storm sewer lines, hose bibs, icemakers, under floor low point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system.	
3. Additions, Alterations, and Repairs (per fixture)	28.00
4. Utilities per 100 feet	
Catch basin	44.00
Drywells each	44.00
Footing drain (per 100 lin. ft.)	86.00
Rain drain connector	44.00
Manholes each	86.00
5. Interior Piping (per 100 lin. ft.)	
1st floor	85.00
Each additional floor	30.00
6. Multipurpose or Continuous Loop Fire Suppression Systems	
0 sq. ft. to 2,000 sq. ft.	146.50
2,001 sq. ft. to 3,600 sq. ft.	220.00
3,601 sq. ft. to 7,200 sq. ft.	275.00
7,201 sq. ft. and greater	512.00
7. Annual Adjustment. Plumbing permit fees 1-6 shall be automatically adjusted each July 1st based on the percentage of the change in the Portland, Oregon Consumer Price Index (CPI-W) second half report, published the preceding February of each year, effective July 1st, 2016 ending July 1st, 2020.	
D. Other Inspections and Fees	Fee per hour
1. Minimum Inspection Fee	\$ 132.00
2. Inspections Outside of Normal Business Hours (Must be preapproved by applicant)	\$98/hr. (2 hr. min.)
3. Inspections for which No Fee is Specifically Indicated (Must be preapproved by applicant)	\$75/hr
4. Re-inspection Fee	\$75/hr
5. Replacement Sheets (each)	\$23/sheet
6. Investigation Fee	\$105.00 per hour (minimum one hour)

3. BUILDING (continued)

- E. Manufactured Dwelling and Cabana Installation Permits**— All jurisdictions in the Tri-County area shall charge a single fee for the installation and set-up of manufactured homes. This single fee shall include the concrete slab, runners, or foundations when they comply with the prescriptive requirements of the Oregon Manufactured Dwelling standard, electrical feeder and plumbing connections, and all cross-over connections.

	<u>Fee</u>
1. Installation permit	\$ 445.00
2. Earthquake-resistant bracing	135.00
3. Re-inspection	135.00
4. Statewide Code Development, Training and Monitoring Fee (in addition to all other manufactured dwelling fees and charges)	30.00

3.2 Commercial/Industrial Building Permits

- A. Structural Permits**—Valuation shall be calculated in accordance with OAR 918-050-0110:

1. Permit	Base Fee	Plus each additional \$1000 of BV
\$1 to \$5000	\$ 125.00	\$ -
\$5,001 to \$25,000	125.00	12.92
\$25,001 to \$50,000	383.40	9.60
\$50,001 to \$100,000	623.40	6.46
Over \$100,000	946.40	5.46
Minimum permit fee	125.00	

Permit fees are calculated based on the total valuation, and square footage of the improvements.

- 2. Annual Adjustment.** Commercial structural permit fee 1 shall be automatically adjusted each July 1st based on the percentage of the change in the Portland, Oregon Consumer Price Index (CPI-W) second half report, published the preceding February of each year, effective July 1st, 2016 ending July 1st, 2020.

	<u>Fee</u>
3. Initial Plan Review Fees	75% of the permit fee
4. Plan Review Fees Required/Requested by Changes, Additions, Revisions (Hourly charge must be approved by Applicant)	\$75/hr. (1 hr. min.)
5. Fire and Life Safety Plan Review Fee (commercial only) (Based on valuation of total improvements or \$50.00/hr. to review a Fire and Life Safety Master Plan)	50% of structural permit fee
6. Seismic Site Hazard Report Review	1% of total structural and mechanical fees
7. Investigation Fee	\$105.00 per hour (minimum one hour)

3. BUILDING (continued)

B. Mechanical Permits—Valuation shall be calculated on the value of the equipment and installation costs.

Use this section for commercial installation, replacement or relocation of non-portable mechanical equipment or mechanical work not covered previously. Indicate the value of all mechanical labor, materials, and equipment.

1. Permit Fee:	Base Fee	Plus each additional \$1000 of BV
\$1 to \$5,000	\$136.00	\$ -
\$5,001 to \$10,000	136.00	2.10
\$10,001 to \$100,000	241.00	16.00
Over \$100,000	1,681.00	10.88
Minimum permit fee	136.00	-

2. Annual Adjustment. Commercial mechanical permit fee 1 shall be automatically adjusted each July 1st based on the percentage of the change in the Portland, Oregon Consumer Price Index (CPI-W) second half report, published the preceding February of each year, effective July 1st, 2016 ending July 1st, 2020.

3. Plan Review Fee 25% of mechanical permit fee

4. Plan Review Fees Required/Requested by Changes, Additions, Revisions \$75/hr. (1 hr. min.)

5. Investigation Fee \$105.00 per hour (minimum one hour)

C. Plumbing Permits

	Fee
1. Additions, Alterations, and Repairs (per fixture)	\$ 28.00
2. Utilities per 100 Feet	100.00
Catch basin	44.00
Drywells each	44.00
Footing drain (per 100 lin. ft.)	86.00
Rain drain connector	44.00
Manholes each	86.00
3. Interior Piping (per 100 lin. ft.) - Fixture	28.00
4. Minimum Permit Fee	132.00

5. Annual Adjustment. Commercial plumbing permit fees 1-4 shall be automatically adjusted each July 1st based on the percentage of the change in the Portland, Oregon Consumer Price Index (CPI-W) second half report, published the preceding February of each year, effective July 1st, 2016 ending July 1st, 2020.

3. BUILDING (continued)

- 6. Initial Plan Review Fees 30% of the Plumbing Permit Fees
- 7. Plan Review Fees Required/Requested by Changes, Additions, Revisions \$75/hr. (1 hr. min.)

8. Medical Gas Permits:	Base Fee	Plus each additional \$100 of BV
\$1 to \$6,500	\$ 85.00	\$ -
\$6,501 to \$10,000	85.00	1.73
		Plus each additional \$1000 of BV
\$10,001 to \$100,000	145.50	10.50
Over \$100,000	1,090.50	7.25
Minimum permit fee	85.00	

Valuation shall be calculated on the value of the equipment and installation costs.

- D. **Other Inspections and Fees** **Fee**
 - 1. Inspections Outside of Normal Business Hours \$98/hr. (2 hr min.)
(Must be preapproved by applicant)
 - 2. Inspections for which No Fee is Specifically Indicated \$75/hr
(Must be preapproved by applicant)
 - 3. Re-inspection Fee \$75/hr
 - 4. Replacement Sheets (each) \$23/sheet
 - 5. Investigation Fee \$105 per hour (minimum one hour)
 - 6. Plan Reviews Not Designated Elsewhere 30% of the permit fee
 - 7. Certificate of Occupancy \$180
 - 8. Temporary Certificate of Occupancy \$180
 - 9. Change of use/occupancy \$300
- E. **Deferred Submittal Fee** (in addition to project plan review fee) \$250 + 10% of deferred item permit fee per deferred submittal (minimum \$300)
(OAR 918-050-0170)
- F. **Phased Permit Fee** (in addition to project plan review fee) \$250 + 10% of total project permit fee per phase (minimum \$300, not to exceed \$1,500 per phase)
(OAR 918-050-0160)

3. BUILDING (continued)

3.3 Permit Related Fees

		<u>Fee</u>
A.	A State surcharge shall be collected in an amount as required by State law.	
B.	Building Moving/Demolition Permits	
	2,000 sq. ft. or less	\$ 78.00
	Each additional 1,000 sq. ft.	38.00
	Plan Review Fee	65% of the permit fee
C.	Prefabricated Structures	Per current permit fees
D.	Temporary Structures	Per current permit fees
E.	Manufactured Dwelling Parks and Mobile Home Parks (OAR. Division 650.Table 1) plus 30%	Per current State of Oregon permit fee
F.	Recreational Parks and Organizational Camps (OAR. Division 650.Table 1) plus 30%	Per current State of Oregon permit fee
G.	Miscellaneous Building Valuations	
	1. Retaining Walls	<u>Fee</u>
	To 8 ft. high, including footing	\$ 254/lin. ft.
	Over 8 ft. high	\$276/lin. ft.
	2. Fences	
	Over 6 ft. to 8 ft. high	\$15/lin. ft.
	3. Concrete Slabs on Grade Foundations —For house moves, modular buildings, pole buildings, etc.	
	Plain Concrete:	
	4-in. slab	\$3.00/sq. ft.
	5-in. slab	\$3.10/sq. ft.
	6-in. slab	\$3.25/sq. ft.
	Reinforced concrete	Add \$1.15/sq. ft.
	4. Crawl Space Foundations	
	For house moves, modular, etc.	\$7.50/sq. ft.
	5. Accessory Buildings	
	With floor slab	\$55/sq. ft.
	Without floor slab	\$28/sq. ft.

3. BUILDING (continued)

6. Pole Buildings

Up to and including 14-ft. eave height

\$ 32/sq. ft.

Over 14-ft. eave height

\$45/sq. ft.

For Insulation:

Roof—add

\$0.35/sq. ft.

Slab—add

\$0.35/sq. ft.

Wall—add

\$0.35/sq. ft.

For slabs on grade

see section G.3 for fees

7. Swimming Pools (pool only/deck extra)

Concrete or unite

\$70/sq. ft.

Plastic below ground

\$45/sq. ft.

3.4 In-Fill and Grading

A. In-Fill and Grading Permit Fees

1-50 cubic yards

\$ 100

51 to 100 cubic yards

150

101 to 1,000 cubic yards

200

1,001 to 10,000 cubic yards

250

10,001 cubic yards or more

Total hourly cost*

*Cost to include supervision, overhead, equipment, hourly wages, and benefits of employees involved

B. In-Fill and Grading Plan Review Fees

1-50 cubic yards

100

51 to 100 cubic yards

150

101 to 1,000 cubic yards

200

1,001 to 10,000 cubic yards

250

10,001 cubic yards or more

Total hourly cost*

*Cost to include supervision, overhead, equipment, hourly wages, and benefits of employees involved

C. Other Inspections and Fees

1. Inspections Outside Normal Business Hours

\$75/hr. (2 hr.min.)

2. Re-inspection Fee

\$75/hr.

3. Inspections for which no fee is specifically indicated

\$75/hr.

3. BUILDING (continued)

3.5 Penalties

	<u>Fee</u>
Penalties (each day that a violation exists is a separate offense)	
Violation of vacant building standards (Ord. #1464, adopted 1980)	up to \$300
Interference with fire control device (Ord. #1515, adopted 1982)	up to \$750
Swimming pool barrier violation (Ord. #1430, adopted 1979)	up to \$100 per week[2]
Building relocation violation (Ord. #1952, adopted 2005)	not less than \$1,000
Failure to comply with stop work order (Ord. #1881, adopted 2000)	up to \$1,000
Any violation of Title 15 for which a specific penalty has not been expressly provided (Ord. #2011, adopted 2010)	up to \$1,000
(2) Each week that this violation exists is a separate offense.	

3.6 Specialty Code Penalty

A. Penalty

	<u>Fee</u>
Violation of various Specialty Codes (building, plumbing, mechanical, electrical) (Ord. #1814, adopted 1997, and Ord. #2011, adopted 2010)	up to \$1,000 per day (max. \$5,000)

B. Fee

Appeal of Specialty Code violation (Ord. #2011, adopted 2010)	\$250
--	-------

4. BUSINESS REGISTRATION

4.1 Fees and charges

	<u>Fee</u>
Standard base fee	\$ 118
New business commencing between July 1 and December 31	62
Change in business ownership fee	10
Fee for each FTE	6
Temporary Business (2 weeks or less)	26
Duplicate receipt	10
Delinquent Registration	10% of base fee each calendar month and fraction thereof delinquent

4.2 Penalties (each day that a violation exists is a separate offense)

Violation of business registration requirements (Ord. #1863, adopted 1999, and Ord. #1349, adopted 1976)	up to \$200
Violation of "Milwaukie Junk Dealers, Secondhand Dealers, Pawnbrokers and Transient Merchants Ordinance" (Ord. #1552, adopted 1983)	up to \$300

Metro Business License versus City Business Registration or Both:

Instead of getting separate business licenses/registrations within each Portland-area city that you conduct business in, you can get a single license from Metro to construct, alter and repair structures in 20 cities that have licensing/registration requirements in the metropolitan area. The license covers all construction trades, both commercial and residential, as well as all landscape contractors. The Metro license allows contractors or landscapers to operate in 20 cities surrounding Portland having licensing/registration requirements in the metropolitan area, excluding Portland. **Exception: if your principal place of business is inside the City of Milwaukie, the business is required to apply for a City of Milwaukie Business Registration in addition to the Metro License.**

For Metro applications, contact Metro at 503-797-1710 or visit their website at: <http://www.oregonmetro.gov/tools-working/regional-contractors-business-license>

5. CODE ENFORCEMENT

5.1 Penalties (each day that a violation exists is a separate offense)

	<u>Fee</u>
General penalty (applies to any Municipal Code violation where no other penalty is specified) (Ord. #1935, adopted 2004, Ord. #1758, adopted 1994, and Ord. #1591, adopted 1986)	\$150 to \$500
Third or subsequent violation (applies to any Municipal Code violation) (Ord. #1935, adopted 2004, Ord. #1758, adopted 1994, and Ord. #1591, adopted 1986)	\$1,000
Nuisance violation (Ord. #1503, adopted 1981, and Ord. #1028, adopted 1964)	maximum \$500
Shopping cart retrieval programmatic violation (Ord. #1980, adopted 2008)	maximum \$500
Noise control violation (Ord. #1528, adopted 1982)	maximum \$500
Adult business code violation (Ord. #1533, adopted 1982)	maximum \$500
Public urination or defecation (Ord. #1953, adopted 2005)	up to \$750
Curfew violation (Ord. #1503, adopted 1981, and Ord. #995, adopted 1963)	up to \$300
Failure to retrieve shopping cart within 72 hours (Ord. #1980, adopted 2008)	\$50
Solid waste regulation/un-franchised violation (Ord. #1955, adopted 2005, Ord. #2092 adopted 2015)	up to \$500
Abatement (applies to any Municipal Code violation citation) (Ord. #1998, adopted 2009, Ord. #1758, adopted 1994, and Ord. #1659, adopted 1989)	\$50

All violations of the Municipal Code are additionally subject to the Code Enforcement abatement fee, additional state and county assessments and the general penalty for third or subsequent violations.

6. ENGINEERING

6.1 Inspections and Permits

	<u>Fee</u>
Right-of-Way Permit	\$ 150
Right-of-Way Use Permit	30
Right-of-way Re-inspection (beyond standard of 2)	85
Sewer Dye Test	100
Subdivision Const. Inspect. (Street/Sewer/Water/Storm Sewer)	5.5% of Total Const. Cost (min. \$500)
Public Impvts. Const. Inspection (Comml./Ind./Misc. Dev.)	5.5% of Total Const. Cost (min. \$500)
Street Opening Deposit	\$25 per square foot, \$1,500 minimum
Street Opening Deposit (Streets under 5-Year Moratorium)	\$50 per square foot, \$3,000 minimum
Right-of-Way Usage for Wireless Communication Facility	\$250/month per antenna per utility pole
Moving Buildings	\$200 + \$65/hr. staff time + \$1,000 deposit
(Performance bond amount at discretion of City Engineer)	

6.2 Materials (Engineering)

	<u>Fee</u>
Public Works Standards	\$ 30
Sewer TV Inspection Tape	25
Electronic Drawings:	
Paper—all sizes	5
Other format (plus \$45/hr for additional work)	7
Reproduction charges (\$0.10 for additional pages)	1

6. ENGINEERING (continued.)

6.3 Printed and Electronic Maps (GIS)

Standard Selection of GIS maps

	Fee
Full Sheet (34" x 44")	\$ 45
1/2 Sheet (22" x 34")	35
1/4 Sheet (17" x 22")	25
1/8 Sheet (11" x 17")	15
Electronic file (via electronic mail in PDF, JPG, GIF or TIF formats)	15
Electronic file (for mailed media, which includes postage, handling and media charges)	22

Aerial Maps

Full Sheet (34" x 44")	50
1/2 Sheet (22" x 34")	40
1/4 Sheet (17" x 22")	30
1/8 Sheet (11" x 17")	20
Electronic file (via electronic mail in PDF, JPG, GIF or TIF formats)	15
Electronic file (for mailed media, which includes postage, handling and media charges)	22

Custom Maps

Flat charge per hour plus cost of materials	55
Electronic file (for mailed media, which includes postage, handling and media charges)	7

6.4 Erosion Control

	Fee
Erosion Prevention and Sediment Control Planning and Design Manual (CD)	\$ 10
Minimum Charge for Clearing/Construction*	75

Minimum charge applies if:

Over 500 sq. ft. of disturbed soil	
Not in or around a sensitive area (NR Zone, wetlands, conservancies, and streams)	
Value of structure/remodel doesn't exceed \$20,000	
Clearing/Construction for Single-Family Residential	380
Rate if certified in erosion control**	225
Clearing/Construction for Multifamily Residential	490
Rate if certified in erosion control**	335
(additional \$40 per 1/2 acre over 1 acre)	
Clearing/Construction for Subdivision/Commercial/Industrial	623
Rate if certified in erosion control**	467
(additional \$40 per 1/2 acre over 1 acre)	
Additional Site Visit (due to code enforcement)	65

*Erosion control certification discount does not apply

**Certification requires 4 hours of training in erosion control every 2 years

6. ENGINEERING (continued.)

6.5 Penalties (each day that a violation exists is a separate offense)

Violation of capital improvement regulations (Ord. #1707, adopted 1991)	up to \$500
Basketball hoop regulation violation (Ord. #1503, adopted 1981, and Ord. #1405, adopted 1978)	up to \$250
Vegetation too low in the right-of-way (Ord. #1999, adopted 2009)	up to \$100
Clear vision violation (Ord. #1679, adopted 1990)	up to \$250
Failure to repair sidewalk (Ord. #1697, adopted 1991)	up to \$250
Sidewalk bench violation (Ord. #1503, adopted 1981, and Ord. #1289, adopted 1974)	up to \$100
Failure to remove street bench after permit termination (Ord. #1289, adopted 1974)	\$25
Flood hazard violation (Ord. #1983, adopted 2008, and Ord. #1899, adopted 2002)	up to \$1,000
Access management violation (Ord. #2004 adopted 2009)	up to \$250
Right-of-way encroachment (Ord. #2004 adopted 2009, and Ord. #1866 adopted 2000)	up to \$250
Erosion control violation (Ord. #1899 adopted 2002)	up to \$300
Unpermitted tree cutting in the public right-of-way (Title 16) (Ord. #1836, adopted 1998)	\$1,000

7. LIBRARY

7.1 Photocopies:

	<u>Per Item</u>
Black and White	\$ 0.10
Color	0.90
Microfilm Copies	0.10

7.2 Overdue Fine:

	<u>Per Day</u>	<u>Maximum</u>
Adult	\$ 0.25	\$ 3.00
Juvenile	0.10	1.00
Cultural Pass	5.00	Replacement cost

7.3 Lost or Damaged Items:

	<u>Per Item</u>
Barcode	\$ 1.00
Book Jacket	2.00
Barcode and Book Jacket	3.00
Audiobook CD	10.00
Missing Pages and Booklets	Refer to Librarian
Lost Item	Actual Retail Cost
Damaged Material	Refer to Librarian
Lost Library Card	1.00
Kindle Kit	155.00
Bike Lock	40.00

7.4 Replacement Media Cases:

	<u>Per Item</u>
Cover Sheet	\$ 1.00
Audiobook and CD-ROM Case	5.00
DVD Case	1.00
CD Case	2.00
CD and CD-ROM Booklets	3.00

7.5 Miscellaneous

	<u>Per Item</u>
Public Computer Printing (first 5 free)	\$ 0.10

	<u>Per year</u>
Non-District Citizen Library Use	\$ 95.00

8. MISCELLANEOUS

8.1 Photocopies

Assisted:

	<u>Per Item</u>
Black and White	\$ 0.30
Color	1.00

Unassisted:

Black and White	0.10
Color	0.90

8.2 Other Copying/Service

	<u>Per Item</u>
Audio tape	\$ 10
Video tape	20
Transcription (per hour)	30
Electronic files on CD-ROM	5
(Includes \$2 for postage & handling. Additional research charges may apply.)	

8.3 Photographs

	<u>Per Page</u>
Color photos on photo quality paper	\$ 3
Color photos on standard copy paper	1

8.4 Financial Reports

	<u>Fee</u>
Adopted Budget	\$ 45
Comprehensive Annual Financial Report	45
Capital Improvement Plan	45

8.5 Miscellaneous

	<u>Fee</u>
Returned Check Charge	\$ 30
Lien Search	30
Temporary Event/Block Party	Actual Cost
Postage and Handling	\$2 plus postage

8.6 Telecommunications

	<u>Fee</u>
Registration fee	\$ 36
New Franchise Review Deposit	5,000
Franchise Renewal Review Deposit*	2,500

All grantees shall, within thirty (30) days after written demand therefor, reimburse the City for all reasonable direct and indirect costs and expenses incurred by the City in connection with any modification, amendment, renewal, or transfer of the *franchise* or any *franchise* agreement consistent with applicable State and federal laws. Should City costs exceed deposit amount, the grantee will be billed by the City.

Community Service Use—Wireless Communication Facility (see **PLANNING fees**)

Right-of-Way Usage for Wireless Communication Facility (see **ENGINEERING fees**)

8.7 Miscellaneous Permits

Filming Permit - Fee varies based upon production budget and time to review application. Fee may be waived under certain conditions.

Fee

up to \$1200

Temporary Event Permit - Fee may be charged to cover costs incurred by the City for assisting with an event. Staff time will be based upon billable hourly rates.

No application fee

Use of Parking Stall(s) in the right of way during a Temporary Event - (City reserves the right to charge for required staff time if inspection is needed)

\$ 30

9. MUNICIPAL COURT

9.1 Fees and Charges

	<u>Fee</u>
Payment Plan Installment Fee	\$ 25
Failure to Appear Fee	75
Reinstatement Fee	15
Suspension Packet Fee	12
Returned Check Fee	30
Boot Release Fee	45
Seat Belt Class Fee	50
Collection Processing Fee	25
Trial Cancellation Fee	25
Young Driver Diversion Fee	100
Dismissal Fee	
- Class D	50
Deferred Sentencing Fee	
- Class B	260
- Class C	160
- Class D	110

9.2 Penalties	<u>Presumptive Fine</u>	<u>Special Zone Fine ¹</u>	<u>Minimum Fine</u>	<u>Maximum Fine</u>
Class A	\$ 435	\$ 870	\$ 220	\$ 2,000
Class B	260	520	130	1,000
Class C	160	320	80	500
Class D	110	220	60	250

¹ Special Zones include highway work Zones, school zones and safety corridors

10. MOTOR VEHICLE FUEL TAX

10.1 Penalties (each day that a violation exists is a separate offense)

	<u>Fee</u>
Failure to secure motor vehicle fuel sales permit (Ord. #1970, adopted 2007)	200% penalty on tax owed and \$250
Failure to file monthly motor vehicle fuel sales report (Ord. #1970, adopted 2007)	10% penalty on tax owed and \$50
Late payment of motor vehicle fuel sales tax (Ord. #1970, adopted 2007) (depending upon length of delinquency)	1% or 10% of tax

11. PARKING

11.1 Parking Permit Fees

	Fee
Monthly Permit	\$ 25
Quarterly	70
Semi Annual	125
Discount for Bulk Pass Purchase (>10)	10%
Replacement Pass (each)	5

11.2 Parking Bail Schedule

	Fee
(Res. #46-2009, adopted 2009)	
Abandoned Vehicle	\$ 80
Angle Parking	40
Bicycle Lane	80
Blocking Driveway	50
Block Rule	40
Blocking Disabled Parking Space	250
Bus Zone/Taxi Zone	50
Double Parking	50
During Prohibited Times	50
Emergency/Safety Zone	80
Fire Hydrant	80
Five or More Unpaid Violations	60
Head in Only Parking	50
Loading Zone	50
No Parking Zone/Tow Away Zone	80
On Crosswalk/Sidewalk	80
Over 1 Ft. from Curb	40
Over Space Line	40
Overtime Parking	40
Permit Only Parking	40
Tow Away Zone	80
Traffic Hazard	80
Trucks—2 Hr. Limit	50
Disabled Parking Space	450
Wrong Side of Street	50
Where Prohibited	80

Per MMC 10.20.090E, fine amount shall increase by 50% of that violations bail amount.
If bail is not posted by the court date the fine will be doubled (Ord. #2005, adopted 2009, Ord. #1997, adopted 2009, Ord. #1728, adopted 1993, and Ord. #1361, adopted 1977)

12. PLANNING

12.1 Standard Land Use Applications

The following standard fees apply to all land use applications¹ not listed below. Some applications may require additional fees as described below under Additional Application Fees:

	Fee
Type I Administrative Review	\$ 200
Type II Administrative Review	1,000
Type III Quasi-Judicial Review	2,000
Type IV Quasi-Judicial Review	5,000
Type V Legislative Review	5,000

12.2 Other Land Use Applications

	Fee
Community Service Use—Minor Modification (Type I)	\$ 50
Historic Resource Designation (Type IV)	150
Minor Land Partition (Type II)	2,000
Natural Resource (Res. #77-2011, adopted 8/16/11, effective 9/15/11)	
• Boundary Verification (Type I)	-
• Construction Management Plan (Type I)	-
• Natural Resource Management Plan (Type I)	-
• Tree Removal Request (Type I)	-
• Tree Removal Request (Type III)	500
• All Other Type I, II, or III applications	Per Standard Application Fees (listed above)
(Fees waived for applications that meet all 3 of the following criteria: (1) the application involves only a habitat conservation area (HCA) and not a water quality resource (WQR), (2) the property is used for residential purposes, and (3) the current owner was the owner prior to September 15, 2011, the effective date of Ordinance #2036, pursuant to Resolution #77-2011.)	
Planned Development—Preliminary Plan Review (Type III)	4,400
Planned Development—Final Plan Review (Type IV)	5,700
Property Line Adjustment (Type I)	650
Subdivision—Preliminary Plat Review (Type III)	\$4,400 + \$100 per lot over 4 lots
Temporary Structure (Type I)	50

12.3 Annexations

	Fee
Annexation (Expedited)	\$ 150
Annexation (Nonexpedited: No Zone Change or Comp Plan Amendment)	150
Annexation (Nonexpedited: Zone Change only)	500
Annexation (Nonexpedited: Zone Change and Comp Plan Amendment)	3,500

¹ For a complete list of land use application types, see Milwaukie Municipal Code Table 19.901.

12. PLANNING (continued)

12.4 Appeals	<u>Fee</u>
Appeal to Planning Commission (per Oregon State Statute ORS 227.175(1)) (Fees waived for NDA-sponsored appeals, pursuant to Resolution #26-1999)	\$ 250
Appeal to City Council (Fees waived for NDA-sponsored appeals, pursuant to Resolution #26-1999)	1,000

12.5 Additional Application Fees	<u>Fee</u>
The following fees apply in addition to Land Use Application fees: Measure 56 Notice (for Zoning Map or Text Amendment)	Actual Cost (\$1 per affected property, \$35 min.)
Reserve Deposit	500
Technical Report Review:	
• Scope of Work Preparation Reserve Deposit	Actual Cost ² 1,000
• Review of Technical Report Reserve Deposit	Actual Cost ²
• Traffic	2,500
• Natural Resources (Res. #77-2011, adopted 8/16/11, effective 9/15/11)	2,000
• All others	1,000

12.6 Deposit Information

In some cases, reserve deposits are collected to ensure that the City's actual expenses are covered. Deposits will be refunded relative to actual costs, and additional money may be required if actual costs exceed the deposit amount. This applies only to reserve deposits—base fees are nonrefundable.

12.7 Discounts for Land Use Applications	<u>Discount</u>
Two or More Applications (no discount for most expensive application) (This discount applies to applications which relate to the same unit of land and which will be reviewed and decided concurrently.)	25% discount
Senior Citizens (Seniors must be at least 65 years of age, and must be the property owner. May get Senior or Low Income Discount)	10% discount
Low Income Citizens (Low-Income Citizens may qualify for reduced fees by filing the same application used to apply for reduced sewer and water rates.)	25% discount
NDA-Sponsored Land Use Applications Related to Parks	Fees waived

² Actual cost to be determined by Planning Director or Engineering Director by estimating the cost of City staff time and resources dedicated to the project. See more information under Deposit Information.

12. PLANNING (continued)

12.8	Early Assistance	Fee
	Preapplication Meeting:	
	• First meeting	Free
	• Second meeting	\$ 50
	• Third and subsequent meetings	100/mtg.
	(Applies to optional meetings attended by a maximum of 2 City staff. No written notes provided.)	
	Preapplication Conference	200
	(Applies to required or optional meetings that require 3 or more City staff. Written summary notes provided 2 weeks after meeting.)	
	Preapplication Conference—Transportation Facilities Review	100
	(Additional meeting required to discuss Transportation Impact Study.)	
	Design Review Consultation with Design and Landmarks Committee	800
12.9	Special Requests	Fee
	Property Value Reduction Claims (pertaining to Measures 37 or 49)	\$ 1,515
	(Fee will be refunded if applicant prevails. If claim is denied, additional money may be required to cover contract-attorney or appraiser costs, as determined by City Manager.)	
	Significant Modification of Complete Land Use Application	500
	Reschedule of Public Hearing at Applicant’s Request (when renotification required)	500
	Temporary Occupancy Request	100
	Time Extension of Previously Granted Land Use Approval (Title 17 only)	50
	Zoning Confirmation (General)	50
	Zoning Confirmation (DMV Permit, LUCS)	25
	(Waived for LUCS for emergency sewer connection)	
12.10	Permit Review and Inspections	Fee
	Building Permit Review and Inspections (Minor; e.g., Demolition or Erosion Control)	\$ 25
	Building Permit Review and Inspections (Major)	200
	Additional Planning Inspection Fee	50
	Modifications to Building Permit during Review	100
	(Fee applies to site plan revisions generated by applicant, not those required by staff during review process.)	
	Original Art Mural	100
	Sign Permit Review (per sign)	100
	Sign Permit Review (Daily Display or “sandwich board” sign)	150

12. PLANNING (continued)

12.11 Materials

Most materials are available online for free or contact Planning for additional information:

<http://www.milwaukieoregon.gov/planning/planning-documents-ordinances-plans-and-guidelines>

	Fee
Zoning Ordinance	\$ 51
Comprehensive Plan	21
Sign Ordinance	5
Land Division Ordinance	4
Downtown Design Guidelines (Black & White/Color)	10/35
Downtown and Riverfront Public Area Requirements	15

Maps (e.g. Comprehensive Plan, Zoning Ordinance, or NR Administrative):

11x17 handout (Color)	1
GIS maps (e.g., large Zoning Map)	See Engineering

Comprehensive Plan ancillary documents:

• Ardenwald Park Master Plan	\$ 1
• Downtown and Riverfront Land Use Framework Plan	23
• Elk Rock Island Natural Area Management Plan	5
• Furnberg Park Master Plan	17
• Homewood Park Master Plan	2
• Johnson Creek Resources Management Plan	15
• Lake Road Multimodal Plan	8
• Lewelling Community Park Master Plan	1
• North Clackamas Park North Side Master Plan	7
• North Clackamas Public Facilities Plan	50
• Scott Park Master Plan	2
• Spring Park Master Plan	5
• Springwater Corridor Master Plan	9
• Tacoma Station Area Plan	60
• Town Center Master Plan	19
• Transportation System Plan:	
• Full Document	67
• Executive Summary	8
• CD-ROM	2
• Water Tower Park Master Plan	1
• Wichita Park Master Plan	1
• Vision Statement (one page)	No charge

12. PLANNING (continued)

12.12	Penalties ³ (each day that a violation exists is a separate offense)	Fee
	Violation of Sign Ordinance (Title 14) (Ord. #1965, adopted 2006, and Ord. #1733, adopted 1993)	up to \$100
	Violation of Land Division Ordinance (Title 17) (Ord. #1907, adopted 2002)	200
	Violation of Zoning Ordinance (Title 19) (Ord. #2025, adopted 2011)	up to 200

³ All violations of the Municipal Code are additionally subject to the Code Enforcement abatement fee and the general penalty for third or subsequent violations. See the **Code Enforcement** section for complete information.

13. POLICE

13.1 Permits/Licenses

	<u>Fee</u>
Adult Business	\$ 372
Alarm Permit—Residential (seniors 60+ exempt from fee requirement)	20
Alarm Permit—Business	26
Gun Background Check	21
Liquor License (Original Application)	100
Liquor License (Name or Other Change)	75
Liquor License (Renewal Application)	35
Liquor License (Temporary License)	35

13.2 Police Reports

	<u>Fee</u>
Video Tape Copy	31
Police Report	15
Copy of Field Contact Report (FCR card)	5
Photo CD	15
Traffic Citation Discovery	10
(Additional research charges may apply for unusual/complex requests)	

13.3 Police Services

	<u>Fee</u>
False Alarm Response (first three)	No charge
False Alarm Response (customer age 65 and over)	No charge
False Alarm Response (each alarm after third)	\$ 160
Good Conduct Background Letter	5
Vehicle Impound	100
Fingerprinting	10
Loud Party Response—first response	Warning
Loud Party Response—second response and/or each subsequent response in 24-hr. period	50
Fire and Emergency Services fee (Ord. #1764, adopted 1994)	Actual cost

13.4 Penalties

	<u>Fee</u>
No active alarm permit on file for property (when dispatched)	\$ 25
Traffic violation penalty (Ord. #1922, adopted 2003)	at least 50% of maximum under Oregon Statute
Weapon discharge violation (Ord. #1515, adopted 1982)	up to \$750
Public consumption of alcohol (Ord. #1746, adopted 1993)	up to \$250
Failure to pay Fire and Emergency Services Fee (Ord. #1767, adopted 1994, and Ord. #1764, adopted 1994)	up to \$300
Security Alarm Violation (Ord. #1568, adopted 1984)	maximum \$500

Penalties (each day that a violation exists is a separate offense)

14. SYSTEM DEVELOPMENT CHARGES & CONSTRUCTION EXCISE TAXES

SDC fees for water, stormwater and transportation shall be indexed for inflation annually using the Engineering-News Record Construction Cost Index for Seattle. Resolution 40-2007.

	Fee			
	Reimbursement	Improvement	Administration	TOTAL
14.1 Transportation System Development Charge				
Trip generation rates for each land use type are derived from the Institute of Transportation (ITE) report Trip Generation (7th Edition, 2003). Trip rates are expressed as vehicle trips entering and leaving a property during the p.m. peak travel period.				
Transportation SDC (per trip)	\$ 91	\$ 1,829	\$ -	\$ 1,920
14.2 Stormwater System Development Charge				
Stormwater unit is equal to 2,706 square feet of impervious surface on the property. Each single-family residential property is 1 Stormwater unit.				
Stormwater SDC	-	804	-	804
Fee in Lieu of Construction:	-	804	-	804
Per 100 sq. ft. of impervious area				
14.3 Wastewater System Development Charge				
A wastewater unit is equal to 16 fixture units derived from Table 7-3 of the Oregon Plumbing Specialty Code. Each residential dwelling unit is 1 wastewater unit.				
Wastewater SDC	327	566	-	893

14.4 Water System Development Charge

Meter Size	Reimbursement	Improvement	Administration	TOTAL
3/4"x3/4"	\$ 864	\$ 718	\$ 121	\$ 1,703
1"	1,438	1,196	202	2,836
1.5"	2,877	2,391	404	5,672
2"	4,603	3,827	645	9,075
3"	9,207	7,653	1,292	18,152
4"	14,385	11,959	2,017	28,361
6"	28,772	23,916	4,034	56,722
8"	46,034	38,268	6,456	90,758
10"	66,173	55,010	9,281	130,464
12"	129,470	107,627	18,158	255,255

14. SYSTEM DEVELOPMENT CHARGES & CONSTRUCTION EXCISE TAXES (continued)

14.5 Parks and Recreation System Development Charge

Collected for the North Clackamas Parks and Recreation District (adopted Clackamas Board of County Commissioners, Ordinance 09-2007, Oct. 25, 2007)

Parks and Recreation SDC:

	<u>Fee</u>
Single-Family Residential	\$3,985 per dwelling unit
Multifamily Residential	\$3,608 per dwelling unit
Nonresidential	\$60 per employee*

* Number of employees calculated according to type of business and building square feet

See: <http://www.clackamas.us/transportation/planning/sdc.htm#psdc> for more information

14.6 School Construction Excise Tax

Collected for North Clackamas School District (adopted North Clackamas School District, December 6, 2007)

School Construction Excise Tax:

	<u>Fee</u>
Residential	\$1.14 per square foot
Commercial	\$0.57 per square foot*

*Total commercial fee capped at \$25,000 per project. Private schools, public improvements, low-income (HUD) housing, hospitals, religious facilities, and agricultural buildings are exempt. Construction under 1,000 square feet exempted.

14.7 Metro Construction Excise Tax

Collected for Metro (adopted Metro Council, Ordinance 06-1115, March 23, 2006, effective July 1, 2006; extended Metro Council, Ordinance 09-1220, June 11, 2009)

Metro Construction Excise Tax

\$0.12 per \$100 of permit value

Permits for construction projects valued at \$100,000 or less will be exempted from this tax as well as permits for development of affordable housing units and permits issued to 501(c)(3) nonprofit organizations for other projects aimed at serving low-income populations. Permits for construction valued at more than \$10 million will be assessed a flat \$12,000 fee (0.12 percent of \$10 million).

Attachment 3



Master Fee Schedule

Adopted by resolution # XXXX XX, 2015

Effective July 1, 2015

(Unless otherwise noted)

Redline Version

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1. GENERAL INFORMATION

1.1 Overview

The City of Milwaukie provides a full range of municipal services to the community, ~~which includes~~ ~~including~~ police protection, traffic control and improvement, street maintenance and improvement, water, sewer, and surface water management services, planning and zoning regulation, building inspection and regulation, and community library services. This Master Fees Schedule consolidates all City fees and charges, adopted by City Council resolution, for the various services that the City provides. Typically, it is updated annually and reflects all fee resolutions passed by Council during the year. For easy reference, the current Master Fees Schedule ~~booklet~~ is available online at: <http://www.milwaukieoregon.gov/finance>.

1.2 Fee waiver and variance statement

Based upon an unusual circumstance or event, past practices, demonstrated hardship, or public benefit, the City Manager is authorized to waive or decrease a fee(s) or charge(s) in a particular matter or establish a fee not yet authorized in this schedule. When a new fee is established by the City Manager it shall be incorporated into this ~~resolution document~~, and it shall be included and specified during the next update to this document. It shall be communicated to Council in writing to allow opportunity for comment. The request for a waiver or reduction ~~may~~ ~~must~~ be in writing. If the City Manager or his designee agrees to said waiver or reduction, he/she may inform the City Council, in writing, of the request and his/her decision, except in minor matters (defined as waivers or reductions valued at \$500 or less).

1.3 Billable hourly rates

Unless otherwise specified, the City employee billable hourly rate shall be calculated as 2.5 times step 4 of the employee's job classification, to the nearest \$5 increment. This calculation shall be used to recover costs for those services billed on an hourly basis, including but not limited to professional services such as planning, engineering, public works, utility, financial, legal, and police services. The use of a multiplier of 2.5 is intended to recover all overhead, training, benefits, and other costs associated with a City employee's time. Any work performed during overtime hours shall be billed ~~as~~ the calculated hourly rate multiplied by 125 percent. A schedule of hourly billing rates will be maintained. The City Manager or ~~individual~~ ~~Department~~ ~~Directors~~ are authorized to adjust calculated billings to reflect the impact of unusual circumstances or situations.

1. GENERAL INFORMATION (continued)

1.3 Billable Hourly Rates (continued)

	<u>Proposed</u>	<u>Current</u>
Community Development and Public Works Administration		
Community Development Director	\$ 130	\$ 125
Resource and Economic Development Specialist	75	
Light Rail Design Coordinator	90	85
Administrative Supervisor	65	
Administrative Specialist III	60	
Administrative Specialist II	55	
Community Development Coordinator	40	35
Engineering		
Engineering Manager	115	110
Civil Engineer	90	85
Associate Engineer	75	70
Engineering Technician	60	
Engineering Intern	40	35
Planning		
Planning Director	115	
Senior Planner	90	85
Associate Planner	80	75
Assistant Planner	70	65
Building		
Building Official/Inspector	100	95
Building Inspector	95	
Permit Technician	60	
Operations		
Public Works Director	115	
Operations Supervisor	85	80
Water Quality Coordinator	70	65
Asset Management Technician	65	
Utility Specialist II	65	
Utility Worker II	65	60
Utility Specialist I	55	
Utility Worker I	55	
Fleet Supervisor	80	
Shop Foreman	75	70
Mechanic	60	
Facilities Maintenance Coordinator	75	70
Facilities Maintenance Technician	60	
Code Compliance		
Code Compliance Coordinator	65	
Code Compliance Assistant	55	

2 UTILITIES

2.1 Monthly Rates

Wastewater and Water

UTILITY	Residential Charges			Low Income Charges			Commercial Charges		
	Treatment	Billing & Administration	Volume	Treatment	Billing & Administration	Volume	Treatment	Billing & Administration	Volume
	(per EDU)	(per account)	(per CCF of water consumption)	(per EDU)	(per account)	(per CCF of water consumption)	(per EDU)	(per account)	(per CCF of water consumption)
Wastewater ¹	\$ 28.78	\$ 8.43	\$ 2.72	\$ 14.39	\$ 4.22	\$ 1.36	\$ 62.56	\$ 8.43	\$ 2.72
effective July 1, 2015	\$ 27.54	\$ 8.07	\$ 2.60	\$ 13.77	\$ 4.04	\$ 1.30	\$ 59.87	\$ 8.07	\$ 2.60

1. Residential wastewater volume charge is determined by the average monthly water usage from December to March (winter average). The winter average is adjusted annually on March 31st.

	Fixed	Volume Charge		Fixed	Volume Charge		Fixed	Volume Charge
Water ²	\$ 7.15	\$ 3.24		exempt	\$ 3.24		\$ 7.15	\$ 3.24
effective July 1, 2015	\$ 6.81	\$ 3.09			\$ 3.09		\$ 6.81	\$ 3.09

2. Fixed water rate of \$7.15 is for a 3/4" meter or smaller. The base rates for larger meters are as follows:

Commercial/Multifamily Meters		Standby Meters for Fire Flow Purposes		Current	
Meter Size	Monthly Base Rate	Meter Size	Monthly Base Rate		
1"	\$ 9.98	2"	\$ 10.66	\$ 9.50	\$ 10.15
1.5"	16.10	4"	38.37	15.33	36.54
2"	25.00	6"	55.87	23.81	53.21
3"	61.64	8"	75.84	58.70	72.23
4"	105.96	10"	95.81	100.94	94.25
6"	156.33	12"	115.79	148.89	110.28

Stormwater and Streets

UTILITY	Single Family Residential	Low Income	Commercial
Stormwater	\$16.99	\$8.50	16.99 14.89 per 2,706 sq. ft. of impervious area
effective July 1, 2015	\$14.89	\$7.45	
Street Maintenance Ord. #1966 effective July 1, 2007	\$3.35	Exempt	\$.35 per daily trip generated ³

Full billing cycle rates for street maintenance in other residential categories are:

Street Maintenance Rates for Other Residential Categories	
Residential Category	Rates
Multifamily residential	\$2.10 per unit
Elderly housing	\$1.40 per unit
Mobile homes	\$1.40 per unit
Congregate care	\$.70 per unit

3. Commercial daily trip generation is calculated based on type of use and building square feet. Monthly bill is capped at \$250 indexed annually by to the for CPI published by the Bureau of Labor Statistics Current maximum is \$293.58. (~~\$294.89~~) (Municipal Code Section 3.25.060.)

2 UTILITIES (continued)

2.2 Other Charges

	<u>Fee</u>
Water:	
Service and Equipment	
Connect Service 5/8" or 3/4" Residential Service	\$ 2,700
Connect Service 1"	2,800
Connect Service 1 1/2"	3,200
Connect Service 2"	3,300
Equipment	
3/4" Meter	230
1" Meter	330
1 1/2" Meter	560
2" Meter	680
Hydrant Meter Deposit (Refundable less water usage)	2,200
Sewer Connection	
A fee charged to the City by Clackamas County and collected to recover invoiced costs for each new connection to the public sanitary sewer system.	5,670 Per EDU ¹
Miscellaneous	
Delinquent Account—Past Due Notice	5
Delinquent Account—Notice of Termination	10
Shut-off/Turn-on	35
After-hours Restoration of Service (Monday-Friday 3:00-8:00 p.m.; Saturday and Sunday 8:00 a.m.-8:00 p.m.)	85
Reimbursement District Fee	To be determined by scope of project

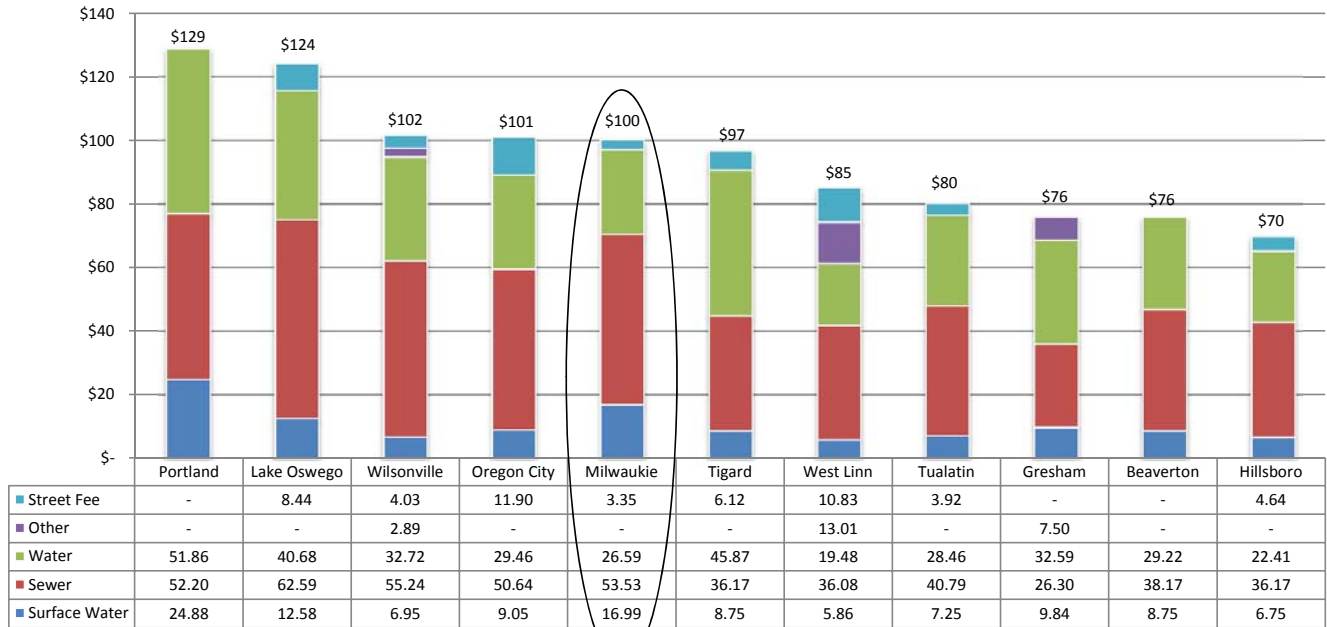
¹ An EDU or "equivalent dwelling unit" is a unit of measurement of sewer usage that is assumed to be equivalent to the usage of an average dwelling unit.

2.3 Penalties (each day that a violation exists is a separate offense)

Low income utility rate violation (Ord. #1424, adopted 1979)	up to \$200
Water, wastewater, or storm system regulation violation (Ord. #1418, adopted 1978, Ord. #1548, adopted 1983, and Ord. #1755,	\$25 to \$500
Sewer violation (Ord. #1548, adopted 1983)	maximum \$500
Fats, oils, and grease FOG violation (Ord. #1990, adopted 2008, Ord.	maximum \$500

~~[1] An EDU or "equivalent dwelling unit" is a unit of measurement of sewer usage that is assumed to be equivalent to~~

2.4. Comparison Graph of Average Utility Bills of Neighboring Cities (on a monthly basis)



This graph compares the average utility bills for the neighboring cities surrounding Milwaukie. As some cities bill monthly, some bill every two months, and some bill every three months, these amounts are converted to average monthly amounts so they are comparable to Milwaukie. Also, cities increase different rates at different times during they year; therefore, this graph is simply a picture in time reflecting the rates at the time that the survey was conducted. And finally, cities have different average water consumption amounts per household; so for the sake of this comparison, these rates are computed using an average 6ccfs of water used per month so as to be most comparable to Milwaukie's overall average. Below are Milwaukie's calculations:

	<u>January 1, 2013</u> <u>avg bill</u>	<u>eff. July 1, 2013</u>		<u>eff. July 1, 2014</u>		<u>eff. July 1, 2015</u>	
		increased	avg bill	increased	avg bill	increased	avg bill
Water Service Fee							
Base	\$ 5.27	14.6%	0.77 \$ 6.04	12.7%	0.77 \$ 6.81	5.0%	0.34 \$ 7.15
Plus per 6ccf	14.34	14.6%	2.10 16.44	12.8%	2.10 18.54	4.9%	0.90 19.44
<i>Avg water per house (6ccfs)</i>	19.60		22.48		25.35		26.59
Sewer Service Fee							
Base fee	26.10	0%	N/A 26.10	5.5%	1.17 27.54	4.5%	1.24 28.78
Plus per 6ccf	22.41	0%	N/A 22.41	5.6%	1.00 23.67	4.6%	1.08 24.75
<i>Avg sewer per house</i>	48.51		48.51		51.21		53.53
Storm Water Management Fee	11.44	14%	1.61 13.05	14.1%	1.84 14.89	14.1%	2.10 16.99
Street Maintenance Fee	3.35	0%	N/A 3.35	0%	N/A 3.35	0%	N/A 3.35
Average bill to homeowner per residence	\$ 73.48		\$ 4.48 \$ 87.39		\$ 7.41 \$ 94.80		\$ 5.66 \$ 100.46

3. BUILDING

3.1 Residential Building Permits

A. **Structural Permits**—Valuation shall be calculated in accordance with OAR 918-050-0100:

1. Permit	Base Fee	Plus each additional \$100-\$1,000 of BV
\$1 to \$500 \$1 to \$5,000	\$18.75 \$125.00	\$ -
\$501 to \$2,000 \$5,001 to \$25,000	18.75 125.00	\$2.89 \$12.92
\$2,001 to \$25,000	62.10	11.54
\$25,001 to \$50,000	327.52 383.40	8.58 9.60
\$50,001 to \$100,000	542.02 623.40	5.77 6.46
Over \$100,000	830.52 946.40	4.88 5.46
Minimum permit fee	100 125	

Permit fees are calculated based on the total valuation, and square footage of the improvements.

Fee Table for New Single Family Houses and New Accessory Dwelling Units only:

2. Permit	Base Fee	Plus each additional \$1000 of BV
\$1 to \$5000	\$ 125.00	\$ -
\$5,001 to \$25,000	125.00	9.04
\$25,001 to \$50,000	305.80	6.72
\$50,001 to \$100,000	475.00	4.52
\$100,000 to \$170,000	701.00	3.82
Over \$170,000	1,328.60	5.46
Minimum permit fee	125.00	

Permit fees are calculated based on the total valuation, and square footage of the improvements.

3. Stand-alone Fire Suppression Systems (require a backflow device installed by licensed plumbing contractor or persons exempt from licensing):

	Fee
0 sq. ft. to 2,000 sq. ft.	\$ 146.50
2,001 sq. ft. to 3,600 sq. ft.	220.00
3,601 sq. ft. to 7,200 sq. ft.	275.00
\$7,201 sq. ft. and greater	512.00

4. Annual Adjustment. Residential permit fees 1-3 shall be automatically adjusted each July 1st based on the percentage of the change in the Portland, Oregon Consumer Price Index (CPI-W) second half report, published the preceding February of each year, effective July 1st, 2016 ending July 1st, 2020.

	Fee	Fee
2-5. Initial Plan Review Fees	75% of the permit fee	65% of the permit fee
3. 6. Plan Review Fees Required/Requested by Changes, Additions, Revisions		\$75/hr. (1 hr. min.)
4. 7. Third Party Plan Review Fee (for transfer of plan review to a third party)		10% of the permit fee (\$65 min.)

3. BUILDING (continued)

5. 8. Residential Solar PV Installation \$100.00

9. Investigation Fee \$ 105.00 per hour
(minimum one hour)

B. Mechanical Permits—Fees per current Mechanical Permit application

	Fee	Fee
1. Minimum Permit Fee	\$ 136.00	\$ 85.00

1. 2. HVAC

For the installation of:

Air handling unit including ducts:

Up to 10,000 cfm 24.00

Over 10,000 cfm 27.00

Air conditioning/heat pump (site plan required) 42.00

Alteration of existing HVAC system 19.50

Boiler/compressor 19.50

Install/relocate/replace furnace/burner including ductwork and vent:

Up to 100,000 BTU/H 19.50

Over 100,000 BTU/H 23.00

Install/relocate/replace heaters (room, suspended, wall- or floor-mounted) 19.50

Vent for other than furnace 19.50

2. 3. Environmental Exhaust and Ventilation

For the installation of:

	Fee
Appliance vent	\$ 16.00
Dryer exhaust	13.00
Each hood that is served by a mechanical exhaust or air conditioning	11.00
Exhaust system with single duct (bath fan) each	9.00
Exhaust system apart from heating or air conditioning	13.00

3. 4. Fuel Piping and Distribution

LPG-NG-Oil fuel piping:

Up to 4 outlets (includes gas tag) 23.00

Each additional outlet over 4 2.50

4. 5. Other Listed Application or Equipment

Decorative fireplace or insert 37.00

Woodstove/pellet stove 49.00

For each appliance or piece of equipment regulated by the code but not classed in other appliance categories, for which no other fee is listed in this code, or for which there is an alteration or extension of an existing mechanical system 19.50

6. Annual Adjustment. Mechanical permit fees 1-5 shall be automatically adjusted each July 1st based on the percentage of the change in the Portland, Oregon Consumer Price Index (CPI-W) second half report, published the preceding February of each year, effective July 1st, 2016 ending July 1st, 2020.

7. Plan Check Fee 25% of the permit fee

8. Investigation Fee \$105.00 per hour
(minimum one hour)

3. BUILDING (continued)

C.	Plumbing Permits —Fees per current Plumbing Permit application	Fee	Fee
	1. Minimum Permit Fee	\$ 132.00	\$ 85.00
	2. Total Bathrooms Per Dwelling		
	1 bath dwelling (includes 1 kitchen)	545.60	352.00
	2 bath dwelling (includes 1 kitchen)	602.95	389.00
	3 bath dwelling (includes 1 kitchen)	716.10	462.00
	Additional bathroom/kitchen	285.20	184.00
	Includes the first 100 ft. of water piping, sanitary and storm sewer lines, hose bibs, icemakers, under floor low point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system.		
	3. Additions, Alterations, and Repairs (per fixture)	28.00	18.00
	4. Utilities per 100 feet	100.00	65.00
	Catch basin	44.00	28.00
	Drywells each	44.00	28.00
	Footing drain (per 100 lin. ft.)	86.00	56.00
	Rain drain connector	44.00	28.00
	Manholes each	86.00	56.00
	5. Interior Piping (per 100 lin. ft.)		65.00
	1st floor	85.00	
	Each additional floor	30.00	
	5. Stand-alone Fire Suppression Systems (requires a backflow device installed by licensed plumbing contractor or persons exempt from licensing)	Fee	
	0 sq. ft. to 2,000 sq. ft.	\$ 94.50	Moved to Structural permits
	2,001 sq. ft. to 3,600 sq. ft.	141.75	
	3,601 sq. ft. to 7,200 sq. ft.	177.5	
	7,201 sq. ft. and greater	330.75	
	6. Multipurpose or Continuous Loop Fire Suppression Systems	Fee	Fee
	0 sq. ft. to 2,000 sq. ft.	146.50	94.50
	2,001 sq. ft. to 3,600 sq. ft.	220.00	141.75
	3,601 sq. ft. to 7,200 sq. ft.	275.00	177.50
	\$7,201 sq. ft. and greater	512.00	330.75
	7. Minimum Permit Fee	85.00	See #1 on prior page

7. Annual Adjustment. Plumbing permit fees 1-6 shall be automatically adjusted each July 1st based on the percentage of the change in the Portland, Oregon Consumer Price Index (CPI-W) second half report, published the preceding February of each year, effective July 1st, 2016 ending July 1st, 2020.

3. BUILDING (continued)

D. Other Inspections and Fees	Fee per hour	Fee per hour
1. Minimum Inspection Fee	\$ 132.00	85.00
2. 2. Inspections Outside of Normal Business Hours (Must be preapproved by applicant)	\$98/hr. (2 hr. min.)	
3. 3. Inspections for which No Fee is Specifically Indicated (Must be preapproved by applicant)	\$75/hr	68/hr
3. 4. Re-inspection fee	\$75/hr	60/hr
4. 5. Replacement sheets (each)	\$23/sheet	
5. 6. Investigation fee	\$105.00 per hour (minimum one hour)	Average or actual cost of ensuring code compliance [HB 2978]

E. Manufactured Dwelling and Cabana Installation Permits— All jurisdictions in the Tri-County area shall charge a single fee for the installation and set-up of manufactured homes. This single fee shall include the concrete slab, runners, or foundations when they comply with the prescriptive requirements of the Oregon Manufactured Dwelling standard, electrical feeder and plumbing connections, and all cross-over connections.

	Fee
1. Installation permit	\$ 445.00
2. Earthquake-resistant bracing	135.00
3. Re-inspection	135.00
4. Statewide Code Development, Training and Monitoring Fee (in addition to all other manufactured dwelling fees and charges)	30.00

3. BUILDING (continued)

3.2 Commercial/Industrial Building Permits

A. **Structural Permits**—Valuation shall be calculated in accordance with OAR 918-050-0110:

1. Permit Fee

	<u>Base Fee</u>	<u>Plus each additional \$100-\$1,000 of BV</u>
\$1 to \$500 \$1 to \$5,000	18.75 125.00	\$ -
\$501 to \$2,000 \$5,001 to \$25,000	18.75 125.00	2.89 12.92
		<u>Plus each additional \$1,000 of BV</u>
\$2,001 to \$25,000	62.10	11.54
\$25,001 to \$50,000	327.52 383.40	8.58 9.60
\$50,001 to \$100,000	542.02 623.40	5.77 6.46
Over \$100,000	830.52 946.40	4.88 5.46
Minimum permit fee	100 125	

Permit fees are calculated based on the total valuation, and square footage of the improvements.

2. Annual Adjustment. Commercial structural permit fee 1 shall be automatically adjusted each July 1st based on the percentage of the change in the Portland, Oregon Consumer Price Index (CPI-W) second half report, published the preceding February of each year, effective July 1st, 2016 ending July 1st, 2020.

	<u>Fee</u>	<u>Fee</u>
2. 3. Initial Plan Review Fees	75% of the permit fee	65% of the permit fee
3. 4. Plan Review Fees Required/Requested by Changes, Additions, Revisions (Hourly charge must be approved by Applicant)	\$75/hr. (1 hr. min.)	
4. 5. Fire and Life Safety Plan Review Fee (commercial only) (Based on valuation of total improvements or \$50.00/hr. to review a Fire and Life Safety Master Plan)	50% of structural permit fee	40% of structural permit fee
5. 6. Seismic Site Hazard Report Review	1% of total structural and mechanical fees	
7. Investigaiton Fee	\$105.00 per hour (minimum one hour)	

3. BUILDING (continued)

B. Mechanical Permits—Valuation shall be calculated on the value of the equipment and installation costs.

1. Use this section for commercial installation, replacement or relocation of non-portable mechanical equipment or mechanical work not covered previously. Indicate the value of all mechanical labor, materials, and equipment.

1. Permit Fee:	<u>Base Fee</u>	<u>Plus each additional \$100-\$1,000 of BV</u>
\$1 to \$6,500 \$1 to \$5,000	\$85.00 \$136.00	\$ -
\$6,501 to \$10,000 \$5,001 to \$10,000	\$85.00 \$136.00	\$1.73 \$2.10
		<u>Plus each additional \$1000 of BV</u>
\$10,001 to \$100,000	\$145.50 \$241.00	\$10.50 \$16.00
Over \$100,000	\$1090.50 \$1,681.00	\$7.25 \$10.88
Minimum permit fee	\$85.00 \$136.00	

2. Annual Adjustment. Commercial mechanical permit fee 1 shall be automatically adjusted each July 1st based on the percentage of the change in the Portland, Oregon Consumer Price Index (CPI-W) second half report, published the preceding February of each year, effective July 1st, 2016 ending July 1st, 2020.

3. Plan Review Fee 25% of mechanical permit fee

4. Plan Review Fees Required/Requested by Changes, Additions, Revisions \$75/hr. (1 hr. min.)

5. Investigation Fee \$105.00 per hour (minimum one hour)

C. Plumbing Permits

	<u>Fee</u>	<u>Fee</u>
1. Additions, Alterations, and Repairs (per fixture)	\$ 28.00	\$ 18.00
2. Utilities per 100 Feet	100.00	65.00
Catch basin	44.00	28.00
Drywells each	44.00	28.00
Footing drain (per 100 lin. ft.)	86.00	56.00
Rain drain connector	44.00	28.00
Manholes each	86.00	56.00
3. Interior Piping (per 100 lin. ft.) - by Fixture	28.00	65.00
4. Minimum Permit Fee	132.00	

5. Annual Adjustment. Commercial plumbing permit fees 1-4 shall be automatically adjusted each July 1st based on the percentage of the change in the Portland, Oregon Consumer Price Index (CPI-W) second half report, published the preceding February of each year, effective July 1st, 2016 ending July 1st, 2020.

6. Initial Plan Review Fees 30% of the Plumbing Permit Fees

7. Plan Review Fees Required/Requested by Changes, Additions, Revisions \$75/hr. (1 hr. min.)

3. BUILDING (continued)

~~6. Minimum permit fee~~

~~85.00~~ Moved to #4 above

~~7. 8. Medical Gas Permit Fees:~~

\$1 to \$6,500
\$6,501 to \$10,000

	<u>Base Fee</u>	<u>Plus each additional \$100 of BV</u>
\$	85.00	\$ -
	85.00	1.73
		<u>Plus each additional \$1000 of BV</u>
\$10,001 to \$100,000	145.50	10.50
Over \$100,000	1,090.50	7.25
Minimum permit fee	85.00	

Valuation shall be calculated on the value of the equipment and installation costs.

D. Other Inspections and Fees

1. Inspections Outside of Normal Business Hours
(Must be preapproved by applicant)

	<u>Fee</u>	<u>Fee</u>
	\$98/hr. (2 hr min.)	

2. Inspections for which No Fee is Specifically Indicated
(Must be preapproved by applicant)

\$75/hr

3. Re-inspection Fee

\$75/hr

~~-60/hr~~

4. Replacement Sheets (each)

\$23/sheet

5. Investigation Fee

\$105 per hour
(minimum one hour)

~~Average or actual cost
of ensuring code
compliance [HB-2978]~~

6. Plan Reviews Not Designated Elsewhere

30% of the permit
fee

7. Certificate of Occupancy

\$180

~~6. 8. Temporary Certificate of Occupancy~~

\$180

~~7. 9. Change of Use/Occupancy~~

\$300

E. Deferred Submittal Fee (in addition to project plan review fee)
(OAR 918-050-0170)

\$250 + 10% of
deferred item permit
fee per deferred
submittal (minimum
\$300)

F. Phased Permit Fee (in addition to project plan review fee)
(OAR 918-050-0160)

\$250 + 10% of total
project permit fee
per phase (minimum
\$300, not to exceed
\$1,500 per phase)

3. BUILDING (continued)

3.3 Permit Related Fees

A. A State surcharge shall be collected in an amount as required by State law.

	<u>Fee</u>
B. Building Moving/Demolition Permits	
2,000 sq. ft. or less	\$ 78.00
Each additional 1,000 sq. ft.	38.00
Plan Review Fee	65% of the permit fee
C. Prefabricated Structures	Per current permit fees
D. Temporary Structures	Per current permit fees
E. Manufactured Dwelling Parks and Mobile Home Parks (OAR. Division 650. Table 1) plus 30%	Per current State of Oregon permit fee
F. Recreational Parks and Organizational Camps (OAR. Division 650. Table 1) plus 30%	Per current State of Oregon permit fee
G. Miscellaneous Building Valuations	
1. Retaining Walls	<u>Fee</u>
To 8 ft. high, including footing	\$ 254/lin. ft.
Over 8 ft. high	\$276/lin. ft.
2. Fences	
Over 6 ft. to 8 ft. high	\$15/lin. ft.
3. Concrete Slabs on Grade Foundations —For house moves, modular buildings, pole buildings, etc.	
Plain Concrete:	
4-in. slab	\$3.00/sq. ft.
5-in. slab	\$3.10/sq. ft.
6-in. slab	\$3.25/sq. ft.
Reinforced concrete	Add \$1.15/sq. ft.
4. Crawl Space Foundations	
For house moves, modular, etc.	\$7.50/sq. ft.
5. Accessory Buildings	
With floor slab	\$55/sq. ft.
Without floor slab	\$28/sq. ft.

3. BUILDING (continued)

6. Pole Buildings

Up to and including 14-ft. eave height
 Over 14-ft. eave height

For Insulation:

Roof—add
 Slab—add
 Wall—add

For slabs on grade

Fee

\$	32/sq. ft.
	\$45/sq. ft.
	\$0.35/sq. ft.
	\$0.35/sq. ft.
	\$0.35/sq. ft.
	see section G.3 for fees

7. Swimming Pools (pool only/deck extra)

Concrete or unite
 Plastic below ground

\$70/sq. ft.
 \$45/sq. ft.

3.4 In-Fill and Grading

A. In-Fill and Grading Permit Fees

1-50 cubic yards
 51 to 100 cubic yards
 101 to 1,000 cubic yards
 1,001 to 10,000 cubic yards
 10,001 cubic yards or more

*Cost to include supervision, overhead, equipment, hourly wages, and benefits of employees involved

Total hourly cost*

\$	100
	150
	200
	250

B. In-Fill and Grading Plan Review Fees

1-50 cubic yards
 51 to 100 cubic yards
 101 to 1,000 cubic yards
 1,001 to 10,000 cubic yards
 10,001 cubic yards or more

*Cost to include supervision, overhead, equipment, hourly wages, and benefits of employees involved

Total hourly cost*

	100
	150
	200
	250

C. Other Inspections and Fees

1. Inspections Outside Normal Business Hours

\$75/hr. (2 hr.min.)

2. Re-inspection Fee

\$75/hr.

3. Inspections for which no fee is specifically indicated

\$75/hr.

3. BUILDING (continued)

3.5 Penalties

	<u>Fee</u>
Penalties (each day that a violation exists is a separate offense)	
Violation of vacant building standards (Ord. #1464, adopted 1980)	up to \$300
Interference with fire control device (Ord. #1515, adopted 1982)	up to \$750
Swimming pool barrier violation (Ord. #1430, adopted 1979)	up to \$100 per week[2]
Building relocation violation (Ord. #1952, adopted 2005)	not less than \$1,000
Failure to comply with stop work order (Ord. #1881, adopted 2000)	up to \$1,000
Any violation of Title 15 for which a specific penalty has not been expressly provided (Ord. #2011, adopted 2010)	up to \$1,000
(2) Each week that this violation exists is a separate offense.	

3.6 Specialty Code Penalty

A. Penalty

Violation of various Specialty Codes (building, plumbing, mechanical, electrical) (Ord. #1814, adopted 1997, and Ord. #2011, adopted 2010)	up to \$1,000 per day (max. \$5,000)
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B. Fee

Appeal of Specialty Code violation (Ord. #2011, adopted 2010)	\$250
--	-------

4. BUSINESS REGISTRATION

4.1 Fees and Charges

	Fee	Current
Standard base fee	\$ 118	\$ 115
New business commencing between July 1 and December 31	62	60
Change in business ownership fee	10	
Fee for each FTE	6	
Temporary Business (2 weeks or less)	26	25
Duplicate receipt	10	
Delinquent Registration	10% of base fee each calendar month and fraction thereof	

4.2 Penalties (each day that a violation exists is a separate offense)

Violation of business registration requirements (Ord. #1863, adopted 1999, and Ord. #1349, adopted 1976)	up to \$200
Violation of "Milwaukie Junk Dealers, Secondhand Dealers, Pawnbrokers and Transient Merchants Ordinance" (Ord. #1552, adopted 1983)	up to \$300

Metro Business License versus City Business Registration License or Both:

Instead of getting separate business licenses/registrations within each Portland-area city that you conduct business in, you can get a single license from Metro to construct, alter and repair structures in 20 cities that have licensing/registration requirements in the metropolitan area. The license covers all construction trades, both commercial and residential, as well as all landscape contractors. The Metro license allows contractors or landscapers to operate in 20 cities surrounding Portland having licensing/registration requirements in the metropolitan area, excluding Portland. **Exception: if your principal place of business is inside the City of Milwaukie, the business is required to apply for a City of Milwaukie Business Registration in addition to the Metro License.**

For Metro applications, contact Metro at 503-797-1710 or visit their website at:
<http://www.oregonmetro.gov/tools-working/regional-contractors-business-license>
<http://www.oregonmetro.gov/index.cfm/go/by-web/id=24216>.

5. CODE ENFORCEMENT

5.1 Penalties (each day that a violation exists is a separate offense)

	<u>Fee</u>
General penalty (applies to any Municipal Code violation where no other penalty is specified) (Ord. #1935, adopted 2004, Ord. #1758, adopted 1994, and Ord. #1591, adopted 1986)	\$150 to \$500
Third or subsequent violation (applies to any Municipal Code violation) (Ord. #1935, adopted 2004, Ord. #1758, adopted 1994, and Ord. #1591, adopted 1986)	\$1,000
Nuisance violation (Ord. #1503, adopted 1981, and Ord. #1028, adopted 1964)	maximum \$500
Shopping cart retrieval programmatic violation (Ord. #1980, adopted 2008)	maximum \$500
Noise control violation (Ord. #1528, adopted 1982)	maximum \$500
Adult business code violation (Ord. #1533, adopted 1982)	maximum \$500
Public urination or defecation (Ord. #1953, adopted 2005)	up to \$750
Curfew violation (Ord. #1503, adopted 1981, and Ord. #995, adopted 1963)	up to \$300
Failure to retrieve shopping cart within 72 hours (Ord. #1980, adopted 2008)	\$50
Solid waste regulation/un-franchised violation (Ord. #1955, adopted 2005, Ord. #2092 adopted 2015)	up to \$500
Abatement (applies to any Municipal Code violation citation) (Ord. #1998, adopted 2009, Ord. #1758, adopted 1994, and Ord. #1659, adopted 1989)	\$50

All violations of the Municipal Code are additionally subject to the Code Enforcement abatement fee, additional state and county assessments and the general penalty for third or subsequent violations.

6. ENGINEERING

6.1 Inspections and Permits

	<u>Fee</u>
Right-of-Way Permit	\$ 150
Right-of-Way Use Permit	30
Right-of-way Re-inspection (beyond standard of 2)	85
Sewer Dye Test	100
Subdivision Const. Inspect. (Street/Sewer/Water/Storm Sewer)	5.5% of Total Const. Cost (min. \$500)
Public Impvts. Const. Inspection (Comml./Ind./Misc. Dev.)	5.5% of Total Const. Cost (min. \$500)
Street Opening Deposit	\$25 per square foot, \$1,500 minimum
Street Opening Deposit (Streets under 5-Year Moratorium)	\$50 per square foot, \$3,000 minimum
Right-of-Way Usage for Wireless Communication Facility	\$250/month per antenna per utility pole
Moving Buildings (Performance bond amount at discretion of City Engineer)	\$200 + \$65/hr. staff time + \$1,000 deposit

6.2 Materials (Engineering)

	<u>Fee</u>
Public Works Standards	\$ 30
Sewer TV Inspection Tape	25
Electronic Drawings:	
Paper—all sizes	5
Other format (plus \$45/hr for additional work)	7
Reproduction charges (\$0.10 for additional pages)	1

6. ENGINEERING (continued.)

6.3 Printed and Electronic Maps (GIS)

Standard Selection of GIS maps

	Fee
Full Sheet (34" x 44")	\$ 45
1/2 Sheet (22" x 34")	35
1/4 Sheet (17" x 22")	25
1/8 Sheet (11" x 17")	15
Electronic file (via electronic mail in PDF, JPG, GIF or TIF formats)	15
Electronic file (for mailed media, which includes postage, handling and media charges)	22

Aerial Maps

Full Sheet (34" x 44")	50
1/2 Sheet (22" x 34")	40
1/4 Sheet (17" x 22")	30
1/8 Sheet (11" x 17")	20
Electronic file (via electronic mail in PDF, JPG, GIF or TIF formats)	15
Electronic file (for mailed media, which includes postage, handling and media charges)	22

Custom Maps

Flat charge per hour plus cost of materials	55
Electronic file (for mailed media, which includes postage, handling and media charges)	7

6.4 Erosion Control

	Fee
Erosion Prevention and Sediment Control Planning and Design Manual (CD)	\$ 10
Minimum Charge for Clearing/Construction*	75

Minimum charge applies if:

Over 500 sq. ft. of disturbed soil	
Not in or around a sensitive area (NR Zone, wetlands, conservancies, and streams)	
Value of structure/remodel doesn't exceed \$20,000	
Clearing/Construction for Single-Family Residential	380
Rate if certified in erosion control**	225
Clearing/Construction for Multifamily Residential	490
Rate if certified in erosion control**	335
(additional \$40 per 1/2 acre over 1 acre)	
Clearing/Construction for Subdivision/Commercial/Industrial	623
Rate if certified in erosion control**	467
(additional \$40 per 1/2 acre over 1 acre)	
Additional Site Visit (due to code enforcement)	65

*Erosion control certification discount does not apply

**Certification requires 4 hours of training in erosion control every 2 years

6. ENGINEERING (continued.)

6.5 Penalties (each day that a violation exists is a separate offense)

Violation of capital improvement regulations (Ord. #1707, adopted 1991)	up to \$500
Basketball hoop regulation violation (Ord. #1503, adopted 1981, and Ord. #1405, adopted 1978)	up to \$250
Vegetation too low in the right-of-way (Ord. #1999, adopted 2009)	up to \$100
Clear vision violation (Ord. #1679, adopted 1990)	up to \$250
Failure to repair sidewalk (Ord. #1697, adopted 1991)	up to \$250
Sidewalk bench violation (Ord. #1503, adopted 1981, and Ord. #1289, adopted 1974)	up to \$100
Failure to remove street bench after permit termination (Ord. #1289, adopted 1974)	\$25
Flood hazard violation (Ord. #1983, adopted 2008, and Ord. #1899, adopted 2002)	up to \$1,000
Access management violation (Ord. #2004 adopted 2009)	up to \$250
Right-of-way encroachment (Ord. #2004 adopted 2009, and Ord. #1866 adopted 2000)	up to \$250
Erosion control violation (Ord. #1899 adopted 2002)	up to \$300
Unpermitted tree cutting in the public right-of-way (Title 16) (Ord. #1836, adopted 1998)	\$1,000

7. LIBRARY

7.1 Photocopies:

	<u>Per Item</u>
Black and White	\$ 0.10
Color	0.90
Microfilm Copies	0.10

7.2 Overdue Fine:

	<u>Per Day</u>	<u>Maximum</u>
Adult	\$ 0.25	\$ 3.00
Juvenile	0.10	1.00
Cultural Pass	5.00	Replacement cost

7.3 Lost or Damaged Items:

	<u>Per Item</u>
Barcode	\$ 1.00
Book Jacket	2.00
Barcode and Book Jacket	3.00
Audiobook CD	10.00
Juvenile Kit—Plastic Bag	3.00
Missing Pages and Booklets	Refer to Librarian
Lost Item	Actual Retail Cost
Damaged Material	Refer to Librarian
Lost Library Card	1.00
Kindle Kit	155.00
Bike Lock	40.00

7.4 Replacement Media Cases:

	<u>Per Item</u>
Cover Sheet	\$ 1.00
Audiobook and CD-ROM Case	5.00
DVD Case	1.00
CD Case	2.00
CD and CD-ROM Booklets	3.00

7.5 Miscellaneous

	<u>Per Item</u>
Public Computer Printing (first 5 free)	\$ 0.10
	<u>Per year</u>
Non-District Citizen Library Use	\$ 95.00

8. MISCELLANEOUS

8.1 Photocopies	Per Item
Assisted:	
Black and White	\$ 0.30
Color	1.00
Unassisted:	
Black and White	0.10
Color	0.90
8.2 Other Copying/Service	Per Item
Audio tape	\$ 10
Video tape	20
Transcription (per hour)	30
Electronic files on CD-ROM	5
(Includes \$2 for postage & handling. Additional research charges may apply.)	
8.3 Photographs	Per Page
Color photos on photo quality paper	\$ 3
Color photos on standard copy paper	1
8.4 Financial Reports	Fee
Adopted Budget	\$ 45
Comprehensive Annual Financial Report	45
Capital Improvement Plan	45
8.5 Miscellaneous	Fee
Returned Check Charge	\$ 30
Lien Search	30
Temporary Event/Block Party	Actual Cost
Postage and Handling	\$2 plus postage
8.6 Telecommunications	Fee
Registration fee	\$ 36
New Franchise Review Deposit	5,000
Franchise Renewal Review Deposit*	2,500

All grantees shall, within thirty (30) days after written demand therefor, reimburse the City for all reasonable direct and indirect costs and expenses incurred by the City in connection with any modification, amendment, renewal, or transfer of the *franchise* or any *franchise* agreement consistent with applicable State and federal laws. Should City costs exceed deposit amount, the grantee will be billed by the City.

Community Service Use—Wireless Communication Facility (see **PLANNING fees**)
 Right-of-Way Usage for Wireless Communication Facility (see **ENGINEERING fees**)

8.7 Miscellaneous Permits

	<u>Fee</u>
Filming Permit - Fee varies based upon production budget and time to review application. Fee may be waived under upon certain conditions.	up to \$1200
Temporary Event Permit - Fee may be charged to cover costs incurred by the City for assisting with an event. Staff time will be based upon billable hourly rates.	No application fee
Use of Parking Stall(s) in the right of way during a Temporary Event - (City reserves the right to charge for required staff time if inspection is needed)	\$ 30

9. MUNICIPAL COURT

9.1 Fees and Charges

	Fee
Payment Plan Installment Fee	\$ 25
Failure to Appear Fee	75
Reinstatement Fee	15
Suspension Packet Fee	12
Returned Check Fee	30
Boot Release Fee	45
Seat Belt Class Fee	50
Collection Processing Fee	25
Trial Cancellation Fee	25
Young Driver Diversion Fee	100
Dismissal Fee	
- Class D	50
Deferred Sentencing Fee	
- Class B	260
- Class C	160
- Class D	110

9.2 Penalties	Presumptive		Special Zone	
	Fine	Fine ¹	Minimum Fine	Maximum Fine
Class A	\$ 435	\$ 870	\$ 220	\$ 2,000
Class B	260	520	130	1,000
Class C	160	320	80	500
Class D	110	220	60	250

¹ Special Zones include highway work Zones, school zones and safety corridors

10. MOTOR VEHICLE FUEL TAX

10.1 Penalties (each day that a violation exists is a separate offense)

	Fee
Failure to secure motor vehicle fuel sales permit (Ord. #1970, adopted 2007)	200% penalty on tax owed and \$250
Failure to file monthly motor vehicle fuel sales report (Ord. #1970, adopted 2007)	10% penalty on tax owed and \$50
Late payment of motor vehicle fuel sales tax (Ord. #1970, adopted 2007) (depending upon length of delinquency)	1% or 10% of tax

11. PARKING

11.1 Parking Permit Fees

	<u>Fee</u>
Monthly Permit	\$ 25
Quarterly	70
Semi Annual	125
Discount for Bulk Pass Purchase (>10)	10%
Replacement Pass (each)	5

11.2 Parking Bail Schedule

	<u>Fee</u>
(Res. #46-2009, adopted 2009)	
Abandoned Vehicle	\$ 80
Angle Parking	40
Bicycle Lane	80
Blocking Driveway	50
Block Rule	40
Blocking Disabled Parking Space	250
Bus Zone/Taxi Zone	50
Double Parking	50
During Prohibited Times	50
Emergency/Safety Zone	80
Fire Hydrant	80
Five or More Unpaid Violations	60
Head in Only Parking	50
Loading Zone	50
No Parking Zone/ Prohibited Tow Away Zone	80
On Crosswalk/Sidewalk	80
Over 1 Ft. from Curb	40
Over Space Line	40
Overtime Parking	40
Overtime Parking 5 or more	60
Permit Only Parking	40
Taxi Zone	50
Tow Away Zone	80
Traffic Hazard	80
Trucks—2 Hr. Limit	50
Unlawful parking in a Disabled Parking Space	450
Wrong Side of Street	50
Where Prohibited	80

Per MMC 10.20.090E, fine amount shall increase by 50% of that violations bail amount.

If bail is not posted by the court date the fine will be doubled (Ord. #2005, adopted 2009, Ord. #1997, adopted 2009, Ord. #1728, adopted 1993, and Ord. #1361, adopted 1977)

12. PLANNING

12.1 Standard Land Use Applications

	Fee
The following standard fees apply to all land use applications, not listed below. Some applications may require additional fees as described below under Additional Application Fees:	
Type I Administrative Review	\$ 200
Type II Administrative Review	1,000
Type III Quasi-Judicial Review	2,000
Type IV Quasi-Judicial Review	5,000
Type V Legislative Review	5,000

12.2 Other Land Use Applications

	Fee
Community Service Use—Minor Modification (Type I)	\$ 50
Historic Resource Designation (Type IV)	150
Minor Land Partition (Type II)	2,000
Natural Resource (Res. #77-2011, adopted 8/16/11, effective 9/15/11)	
• Boundary Verification (Type I)	-
• Construction Management Plan (Type I)	-
• Natural Resource Management Plan (Type I)	-
• Tree Removal Request (Type I)	-
• Tree Removal Request (Type III)	500
• All Other Type I, II, or III applications	Per Standard Application Fees (listed above)
(Fees waived for applications that meet all 3 of the following criteria: (1) the application involves only a habitat conservation area (HCA) and not a water quality resource (WQR), (2) the property is used for residential purposes, and (3) the current owner was the owner prior to September 15, 2011, the effective date of Ordinance #2036, pursuant to Resolution #77-2011.)	
Planned Development—Preliminary Plan Review (Type III)	4,400
Planned Development—Final Plan Review (Type IV)	5,700
Property Line Adjustment (Type I)	650
Subdivision—Preliminary Plat Review (Type III)	\$4,400 + \$100 per lot over 4 lots
Temporary Structure (Type I)	50

12.3 Annexations

	Fee
Annexation (Expedited)	\$ 150
Annexation (Nonexpedited: No Zone Change or Comp Plan Amendment)	150
Annexation (Nonexpedited: Zone Change only)	500
Annexation (Nonexpedited: Zone Change and Comp Plan Amendment)	3,500

¹ For a complete list of land use application types, see Milwaukie Municipal Code Table 19.901.

12. PLANNING (continued)

12.4 Appeals	<u>Fee</u>	<u>Current</u>
Appeal to Planning Commission (per Oregon State Statute ORS 227.175(1)) (Fees waived for NDA-sponsored appeals, pursuant to Resolution #26-1999)	\$ 250	\$ 500
Appeal to City Council (Fees waived for NDA-sponsored appeals, pursuant to Resolution #26-1999)	1,000	

12.5 Additional Application Fees	<u>Fee</u>
The following fees apply in addition to Land Use Application fees: Measure 56 Notice (for Zoning Map or Text Amendment)	Actual Cost (\$1 per affected property, \$35 min.)
Reserve Deposit	500
Technical Report Review:	
• Scope of Work Preparation	Actual Cost ²
Reserve Deposit	1,000
• Review of Technical Report	Actual Cost ²
Reserve Deposit	
• Traffic	2,500
• Natural Resources (Res. #77-2011, adopted 8/16/11, effective 9/15/11)	2,000
• All others	1,000

12.6 Deposit Information

In some cases, reserve deposits are collected to ensure that the City's actual expenses are covered. Deposits will be refunded relative to actual costs, and additional money may be required if actual costs exceed the deposit amount. This applies only to reserve deposits—base fees are nonrefundable.

12.7 Discounts for Land Use Applications	<u>Discount</u>
Two or More Applications (no discount for most expensive application) (This discount applies to applications which relate to the same unit of land and which will be reviewed and decided concurrently.)	25% discount
Senior Citizens (Seniors must be at least 65 years of age, and must be the property owner. May get Senior or Low Income Discount)	10% discount
Low Income Citizens (Low-Income Citizens may qualify for reduced fees by filing the same application used to apply for reduced sewer and water rates.)	25% discount
NDA-Sponsored Land Use Applications Related to Parks	Fees waived

² Actual cost to be determined by Planning Director or Engineering Director by estimating the cost of City staff time and resources dedicated to the project. See more information under Deposit Information.

12. PLANNING (continued)

12.8	Early Assistance	Fee
	Preapplication Meeting:	
	• First meeting	Free
	• Second meeting	\$ 50
	• Third and subsequent meetings	100/mtg.
	(Applies to optional meetings attended by a maximum of 2 City staff. No written notes provided.)	
	Preapplication Conference	200
	(Applies to required or optional meetings that require 3 or more City staff. Written summary notes provided 2 weeks after meeting.)	
	Preapplication Conference—Transportation Facilities Review	100
	(Additional meeting required to discuss Transportation Impact Study.)	
	Design Review Consultation with Design and Landmarks Committee	800
12.9	Special Requests	Fee
	Property Value Reduction Claims (pertaining to Measures 37 or 49)	\$ 1,515
	(Fee will be refunded if applicant prevails. If claim is denied, additional money may be required to cover contract-attorney or appraiser costs, as determined by City Manager.)	
	Significant Modification of Complete Land Use Application	500
	Reschedule of Public Hearing at Applicant's Request (when renotification required)	500
	Temporary Occupancy Request	100
	Time Extension of Previously Granted Land Use Approval (Title 17 only)	50
	Zoning Confirmation (General)	50
	Zoning Confirmation (DMV Permit, LUCS)	25
	(Waived for LUCS for emergency sewer connection)	
12.10	Permit Review and Inspections	Fee
	Building Permit Review and Inspections (Minor; e.g., Demolition or Erosion Control)	\$ 25
	Building Permit Review and Inspections (Major)	200
	Additional Planning Inspection Fee	50
	Modifications to Building Permit during Review	100
	(Fee applies to site plan revisions generated by applicant, not those required by staff during review process.)	
	Original Art Mural	100
	Sign Permit Review (per sign)	100
	Sign Permit Review (Daily Display or "sandwich board" sign)	150

12. PLANNING (continued)

12.11 Materials	Fee	Current
Most materials are available online for free or contact Planning staff for additional information: http://www.milwaukieoregon.gov/planning/planning-documents-ordinances-plans-and-guidelines		
Zoning Ordinance	\$ 51	\$ 43
Comprehensive Plan	21	
Sign Ordinance	5	
Land Division Ordinance	4	
Downtown Design Guidelines (Black & White/Color)	10/35	
Downtown and Riverfront Public Area Requirements	15	
Maps (e.g. Comprehensive Plan, Zoning Ordinance, or NR Administrative):		
11x17 handout (Color)	2	
GIS maps (e.g., large Zoning Map)	See Engineering	
Comprehensive Plan ancillary documents:		
• Ardenwald Park Master Plan	\$ 1	
• Downtown and Riverfront Land Use Framework Plan	23	25
• Elk Rock Island Natural Area Management Plan	5	
• Furnberg Park Master Plan	17	
• Homewood Park Master Plan	2	
• Johnson Creek Resources Management Plan	15	
• Lake Road Multimodal Plan	8	
• Lewelling Community Park Master Plan	1	
• North Clackamas Park North Side Master Plan	7	
• North Clackamas Public Facilities Plan	50	
• Scott Park Master Plan	2	
• Spring Park Master Plan	5	
• Springwater Corridor Master Plan	9	
• Town Center Master Plan	19	
• Tacoma Station Area Plan	60	
• Transportation System Plan:		
• Full Document	67	
• Executive Summary	8	
• CD-ROM	2	
• Water Tower Park Master Plan	1	
• Wichita Park Master Plan	1	
• Vision Statement (one page)	No charge	

12. PLANNING (continued)

12.12 Penalties ³ (each day that a violation exists is a separate offense)	Fee
Violation of Sign Ordinance (Title 14) (Ord. #1965, adopted 2006, and Ord. #1733, adopted 1993)	up to \$100
Violation of Land Division Ordinance (Title 17) (Ord. #1907, adopted 2002)	200
Violation of Zoning Ordinance (Title 19) (Ord. #2025, adopted 2011)	up to 200

³ All violations of the Municipal Code are additionally subject to the Code Enforcement abatement fee and the general penalty for third or subsequent violations. See the **Code Enforcement** section for complete information.

13. POLICE

13.1 Permits/Licenses

	<u>Fee</u>
Adult Business	\$ 372
Alarm Permit—Residential (seniors 60+ exempt from fee requirement)	20
Alarm Permit—Business	26
Gun Background Check	21
Liquor License (Original Application)	100
Liquor License (Name or Other Change)	75
Liquor License (Renewal Application)	35
Liquor License (Temporary License)	35

13.2 Police Reports

	<u>Fee</u>
Video Tape Copy	31
Police Report	15
Copy of Field Contact Report (FCR card)	5
Photo CD	15
Traffic Citation Discovery	10
(Additional research charges may apply for unusual/complex requests)	

13.3 Police Services

	<u>Fee</u>
False Alarm Response (first three)	No charge
False Alarm Response (customer age 65 and over)	No charge
False Alarm Response (each alarm after third)	\$ 160
Good Conduct Background Letter	5
Vehicle Impound	100
Fingerprinting	10
Loud Party Response—first response	Warning
Loud Party Response—second response and/or each subsequent response in 24-hr. period	50
Fire and Emergency Services fee (Ord. #1764, adopted 1994)	Actual cost

13.4 Penalties

	<u>Fee</u>
No active alarm permit on file for property (when dispatched)	\$ 25
Traffic violation penalty (Ord. #1922, adopted 2003)	at least 50% of maximum under Oregon Statute
Weapon discharge violation (Ord. #1515, adopted 1982)	up to \$750
Public consumption of alcohol (Ord. #1746, adopted 1993)	up to \$250
Failure to pay Fire and Emergency Services Fee (Ord. #1767, adopted 1994, and Ord. #1764, adopted 1994)	up to \$300
Security Alarm Violation (Ord. #1568, adopted 1984)	maximum \$500
Penalties (each day that a violation exists is a separate offense)	

14. SYSTEM DEVELOPMENT CHARGES & CONSTRUCTION EXCISE TAXES

SDC fees for water, stormwater and transportation shall be indexed for inflation annually using the Engineering-News Record Construction Cost Index for Seattle. Resolution 40-2007.

Fee			
Reimbursement	Improvement	Administration	TOTAL

14.1 Transportation System Development Charge

Trip generation rates for each land use type are derived from the Institute of Transportation (ITE) report Trip Generation (7th Edition, 2003). Trip rates are expressed as vehicle trips entering and leaving a property during the p.m. peak travel period.

Transportation SDC (per trip)	\$ 91	\$ 1,829	\$ -	\$ 1,920
	89	1784		1873

14.2 Stormwater System Development Charge

Stormwater unit is equal to 2,706 square feet of impervious surface on the property. Each single-family residential property is 1 Stormwater unit.

Stormwater SDC	-	804	-	804
		784		784
Fee in Lieu of Construction:	-	804	-	804
Per 100 sq. ft. of impervious area		784		784

14.3 Wastewater System Development Charge

A wastewater unit is equal to 16 fixture units derived from Table 7-3 of the Oregon Plumbing Specialty Code. Each residential dwelling unit is 1 wastewater unit.

Wastewater SDC	327	566	-	893
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14.4 Water System Development Charge

Meter Size	Reimbursement	Improvement	Administration	TOTAL
3/4"x3/4"	\$ 864	\$ 718	\$ 121	\$ 1,703
1"	1,438	1,196	202	2,836
1.5"	2,877	2,391	404	5,672
2"	4,603	3,827	645	9,075
3"	9,207	7,653	1,292	18,152
4"	14,385	11,959	2,017	28,361
6"	28,772	23,916	4,034	56,722
8"	46,034	38,268	6,456	90,758
10"	66,173	55,010	9,281	130,464
12"	129,470	107,627	18,158	255,255

3/4"x3/4"	843	700	118	1,661
1"	1,403	1,167	197	2,767
1.5"	2,807	2,333	394	5,534
2"	4,491	3,734	629	8,854
3"	8,982	7,466	1,260	17,708
4"	14,034	11,667	1,968	27,669
6"	28,070	23,333	3,936	55,339
8"	44,911	37,335	6,299	88,545
10"	64,559	53,668	9,055	127,282
12"	126,312	105,002	17,715	249,029

14. SYSTEM DEVELOPMENT CHARGES & CONSTRUCTION EXCISE TAXES (continued)

14.5 Parks and Recreation System Development Charge

Collected for the North Clackamas Parks and Recreation District (adopted Clackamas Board of County Commissioners, Ordinance 09-2007, Oct. 25, 2007)

Parks and Recreation SDC:

	<u>Fee</u>
Single-Family Residential	\$3,985 per dwelling unit
Multifamily Residential	\$3,608 per dwelling unit
Nonresidential	\$60 per employee*

* Number of employees calculated according to type of business and building square feet

See: <http://www.clackamas.us/transportation/planning/sdc.htm#psdc> for more information

14.6 School Construction Excise Tax

Collected for North Clackamas School District (adopted North Clackamas School District, December 6, 2007)

School Construction Excise Tax:

	<u>Fee</u>
Residential	\$1.14 per square foot
Commercial	\$0.57 per square foot*

*Total commercial fee capped at \$25,000 per project. Private schools, public improvements, low-income (HUD) housing, hospitals, religious facilities, and agricultural buildings are exempt. Construction under 1,000 square feet exempted.

14.7 Metro Construction Excise Tax

Collected for Metro (adopted Metro Council, Ordinance 06-1115, March 23, 2006, effective July 1, 2006; extended Metro Council, Ordinance 09-1220, June 11, 2009)

Metro Construction Excise Tax

Permits for construction projects valued at \$100,000 or less will be exempted from this tax as well as permits for development of affordable housing units and permits issued to 501(c)(3) nonprofit organizations for other projects aimed at serving low-income populations. Permits for construction valued at more than \$10 million will be assessed a flat \$12,000 fee (0.12 percent of \$10 million).

\$0.12 per \$100 of permit value



MILWAUKIE CITY COUNCIL
AGENDA ITEM SUMMARY

Agenda Item: **WS 5.**
Meeting Date: **5/19/15**

Title: Monroe Street Neighborhood Greenway

Prepared By: Brett Kelter, Associate Planner
Department Approval: Denny Egner, Planning Director
City Manager Approval: Bill Monahan
Approval Date: 5/11/15

ISSUES BEFORE COUNCIL

Update Council on the status of the Monroe Street Neighborhood Greenway project.

STAFF RECOMMENDATION

Continue to finalize the project as scoped.

KEY FACTS & INFORMATION SUMMARY

The project is nearing its completion, with the end of the grant period on June 30. By May 19, the Project Advisory Committee (PAC) will have met a total of six times to discuss design options and the draft Concept Plan. Two public workshops have been held to inform people of the project goals, share the draft design, and solicit input. A third public meeting will be held the first week of June—this meeting will be an open house to present the final recommended design and the draft Concept Plan. Staff will bring the recommended draft Concept Plan to Council for discussion on June 16. The May 19 worksession is in preparation for the June 16 Council meeting.

OTHER ALTERNATIVES CONSIDERED

No alternatives are suggested at this time.

CITY COUNCIL GOALS

Focus community resources on all-inclusive bike, pedestrian, and street safety program (*goals adopted May 5, 2015*)

FISCAL NOTES

ODOT's Transportation and Growth Management (TGM) program is providing a total of \$102,285 for consultant services for this project, including a traffic analysis component. The City is providing an in-kind match (staff time) of approximately \$21,500 (21% of total project costs).

ATTACHMENTS

1. Draft Recommended Design (March 18 version)
2. Public Outreach Sample—Survey and Survey Results

Also, see the project website (<http://www.milwaukieoregon.gov/planning/monroe-street-neighborhood-greenway-concept-plan>) for more information.



MILWAUKIE CITY COUNCIL
STAFF REPORT

To: Mayor and City Council

Through: Bill Monahan, City Manager
Dennis Egner, Planning Director

Subject: Update on Monroe Street Neighborhood Greenway

From: Brett Kelter, Associate Planner

Date: May 12, 2015, for May 19, 2015, Work Session

ACTION REQUESTED

Update Council on the status of the Monroe Street Neighborhood Greenway project.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

May 5, 2015: Formal adoption of new Council goals for 2015-16, including a goal to “Focus community resources on all-inclusive bike, pedestrian, and safety program.”

February 3, 2015: Update to the new Council on project status in advance of the second public workshop (March 18).

August 19, 2014: Update on project status, with Council approving the roster of Project Advisory Committee (PAC) members.

February 2013 to June 2014: Formal adoption of Council goals for 2013 and 2014, including goals related to making Monroe Street a neighborhood greenway. Two staff updates on project status (January and April 2014). Council adoption of Resolutions 47-2013 and 55-2014, endorsing the City’s grant application for the project and authorizing an Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) to do the project.

BACKGROUND

To highlight key points from past Background presentations:

- Neighborhood greenways are streets where low traffic volumes and speeds provide safe routes across the city for bicyclists and pedestrians.
- Monroe Street is one of several neighborhood greenways identified in the City’s TSP. Monroe Street provides an east-west connection across the community and ties in with a similar planned facility that will continue east into unincorporated Clackamas County.
- In 2013, the City hired the firm CH2M Hill to provide consulting services for the Monroe Street Neighborhood Greenway Concept Plan. The plan is intended to be a guide for future street improvements. More detailed engineering design will be needed to determine specific improvements at particular locations, but the plan identifies key elements for making Monroe Street a functional neighborhood greenway route.
- The Project Advisory Committee (PAC) has been integral in the process of developing the Concept Plan, reviewing draft documents and providing helpful direction to the consultant team to ensure that the plan reflects the community’s interests and concerns.

The PAC includes representatives from the four neighborhoods along the route, Bike Milwaukie (Milwaukie's own bicycle advocacy group), Public Safety Advisory Committee (PSAC), Clackamas County Pedestrian/Bikeway Advisory Committee, Clackamas County Planning, Clackamas Fire District #1, City Engineering and Operations Departments, and a City Council liaison.

- Public workshops (in Dec 2014 and March 2015) have drawn approximately 60-70 people each to learn about the project and provide input in response to draft materials. A final open house in early June will present the final recommended design and the draft Concept Plan for reaction.

A draft of the recommended Concept Plan will be presented to City Council at its worksession on June 16, 2015. A revised version of the plan will be brought back to Council for formal adoption sometime after the end of the TGM grant period. Following adoption, the City will need to find funding opportunities to begin engineering and constructing the prescribed improvements.

Key Issues

At this point in time, staff is not looking for direction from Council. Rather, the effort is to make Council aware of some key issues in advance of the June 16 worksession, so that councilors are more prepared to provide feedback on the draft Concept Plan at that meeting. For this worksession, it would be helpful for Council to alert staff to the kinds of questions anticipated for the June discussion.

One key topic of community discussion throughout the project has been the recommendation to install traffic diversion at key locations along Monroe Street. A primary aim of diversion is to reduce traffic volumes by rerouting cut-through trips onto nearby higher capacity streets. Diversion involves trade-offs, such as reducing the convenience of auto travel for short stretches of the route in exchange for lowering volumes and speeds and increasing bicycle and pedestrian safety. Without some mechanism to reduce traffic volumes along the Monroe Street corridor, it will be difficult to achieve the goal of making the street an effective neighborhood greenway that is safe for a wide range of cyclists. At present, diversion is proposed at the intersections with Highway 224, 42nd Ave, and Linwood Ave.

Diversion was originally proposed at 37th Ave and has been debated within the PAC. As an alternative, a suggestion emerged to route bicycles across the McFarland site (the triangle-shaped property between Oak St and 37th Ave) and along Washington St, where they could rejoin Monroe St via Ada Ln. The rationale is that few improvements would be needed to make Washington St safe for bicycles, as it is already a quiet residential street. Using Washington St would still require diversion to ensure that volumes are low in the easternmost section, but it would be placed at 42nd Ave instead of 37th Ave. There are a number of trade-offs with the Washington St alignment, including the need for the City to obtain access across the McFarland site, whether by easement or exaction with development.

At its upcoming May 13 meeting, the PAC will discuss the issues of phasing and implementation for the various components of the design. The intention is to identify priorities for next steps and a strategy for funding, so the City can more effectively look for opportunities to construct the various recommended improvements. Staff can share more information about the PAC discussion, as well as about the anticipated timeline for adoption of the Concept Plan, at the May 19 worksession.

CONCURRENCE

The City's Planning, Engineering, and Public Works Departments continue to coordinate for this project.

FISCAL IMPACTS

The TGM program is providing \$102,285 for consultant services for the project, including \$22,775 for the traffic analysis added to the project scope in late December 2014. The City is providing an in-kind match (staff time) valued at approximately \$21,500, which is well over the required minimum match of 12% of project costs (approximately \$14,000). No matching funds from the City are required beyond the commitment of staff time. This project is currently on the Planning Department's work plan.

WORK LOAD IMPACTS

Associate Planner Brett Kelter continues to serve as project manager. The project represents a significant portion (20-25%) of Mr. Kelter's workload for the first half of 2015. Staff from the Engineering and Streets/Stormwater departments is participating on the PAC to provide technical perspective and insight. The Directors of the Community Development, Engineering, Planning, and Public Works Departments also continue to be involved.

ALTERNATIVES

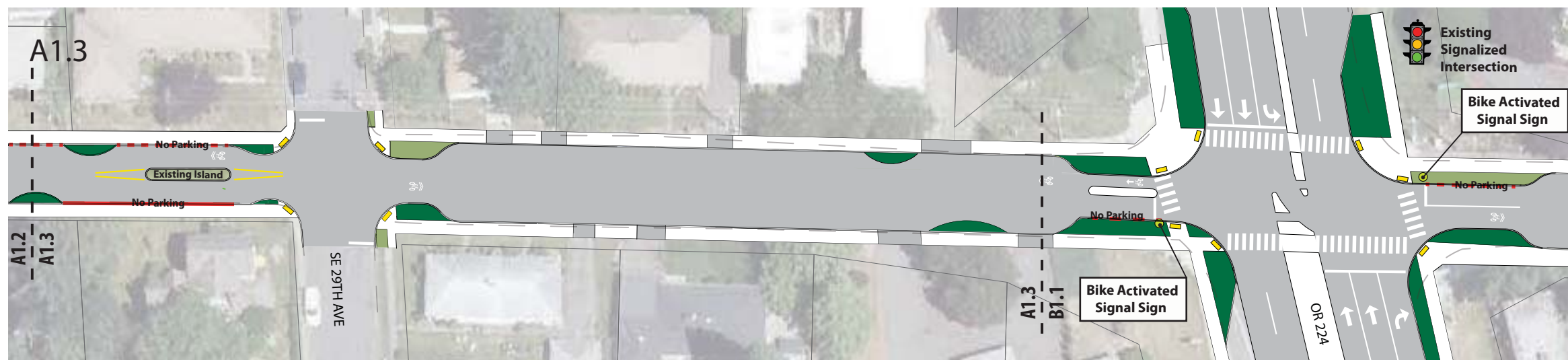
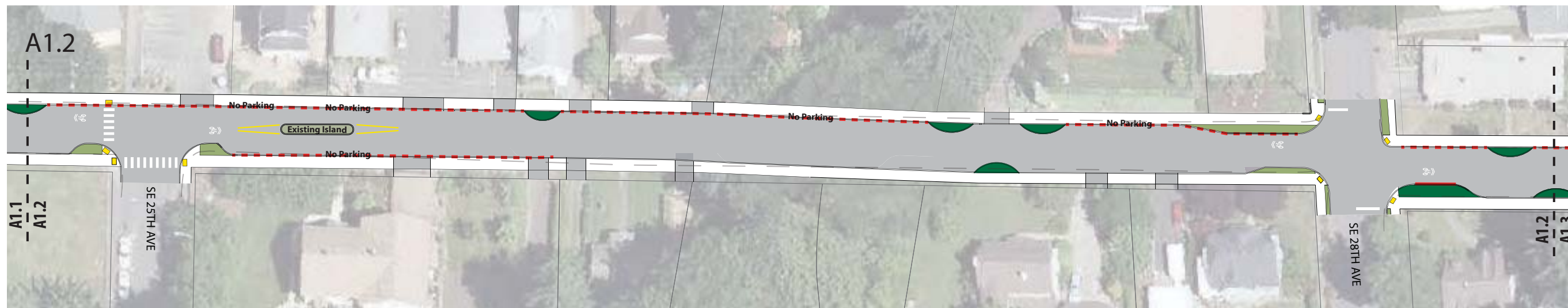
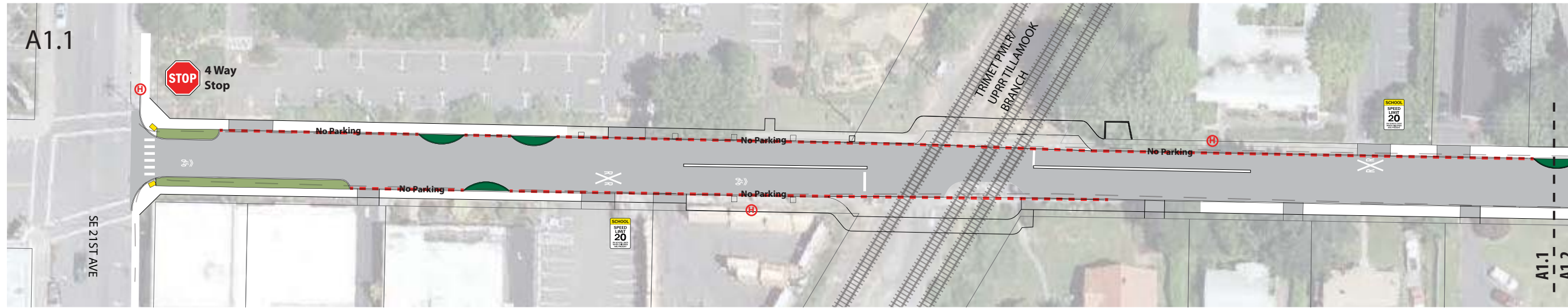
No alternatives are suggested at this time. Staff's recommendation is to move forward to finalize the project as scoped.

ATTACHMENTS

1. Draft Recommended Design (March 18 version) (*Note: These are 11"x17"-sized documents and may be more easily viewed from a regular computer via the Council webpage with the epacket or project webpage.*)
2. Public Outreach Sample—Survey and Survey Results

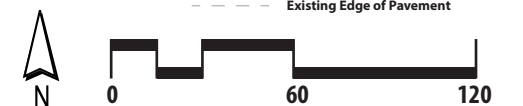
For more information, see the project website

<http://www.milwaukieoregon.gov/planning/monroe-street-neighborhood-greenway-concept-plan>).



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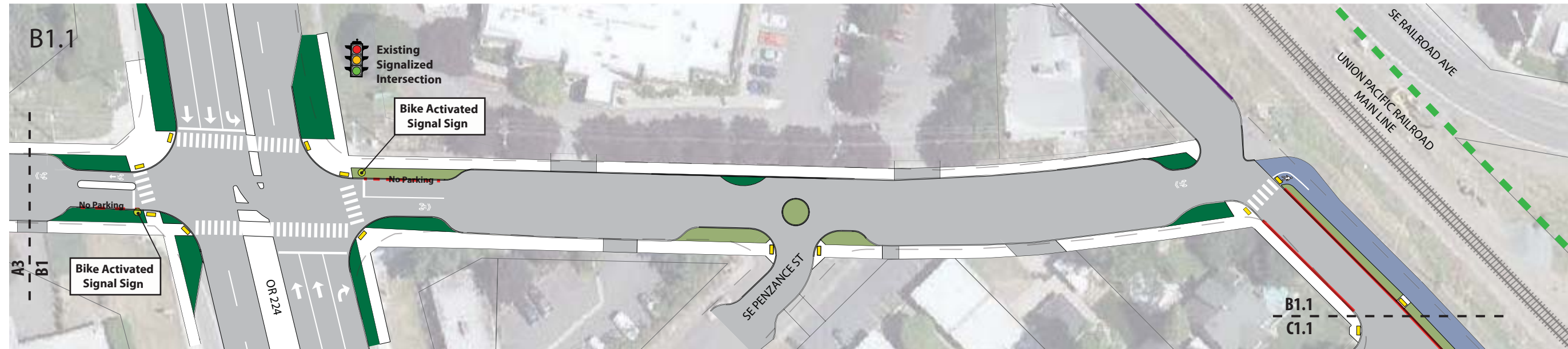
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- Proposed Pervious Asphalt Walk
- Proposed Pervious Pavement
- Existing Landscape
- New Landscape Strip
- Potential BioRetention Area
- Curbed Chicane
- Shared Path
- Bike Sharrow
- Existing Fire Hydrant
- ADA Ramp
- Activated Signal Sign
- New No Parking
- Existing No Parking
- New Parking
- Concrete Curb
- Existing Edge of Pavement



Monroe Street Neighborhood Greenway

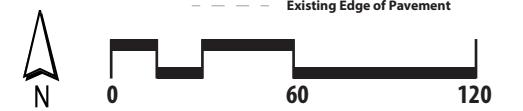
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Section B1 OR 224 to SE Campbell Street



Legend

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- Proposed Pervious Pavement
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- New Landscape Strip
- Potential BioRetention Area
- Curbed Chicane
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3.18.2015

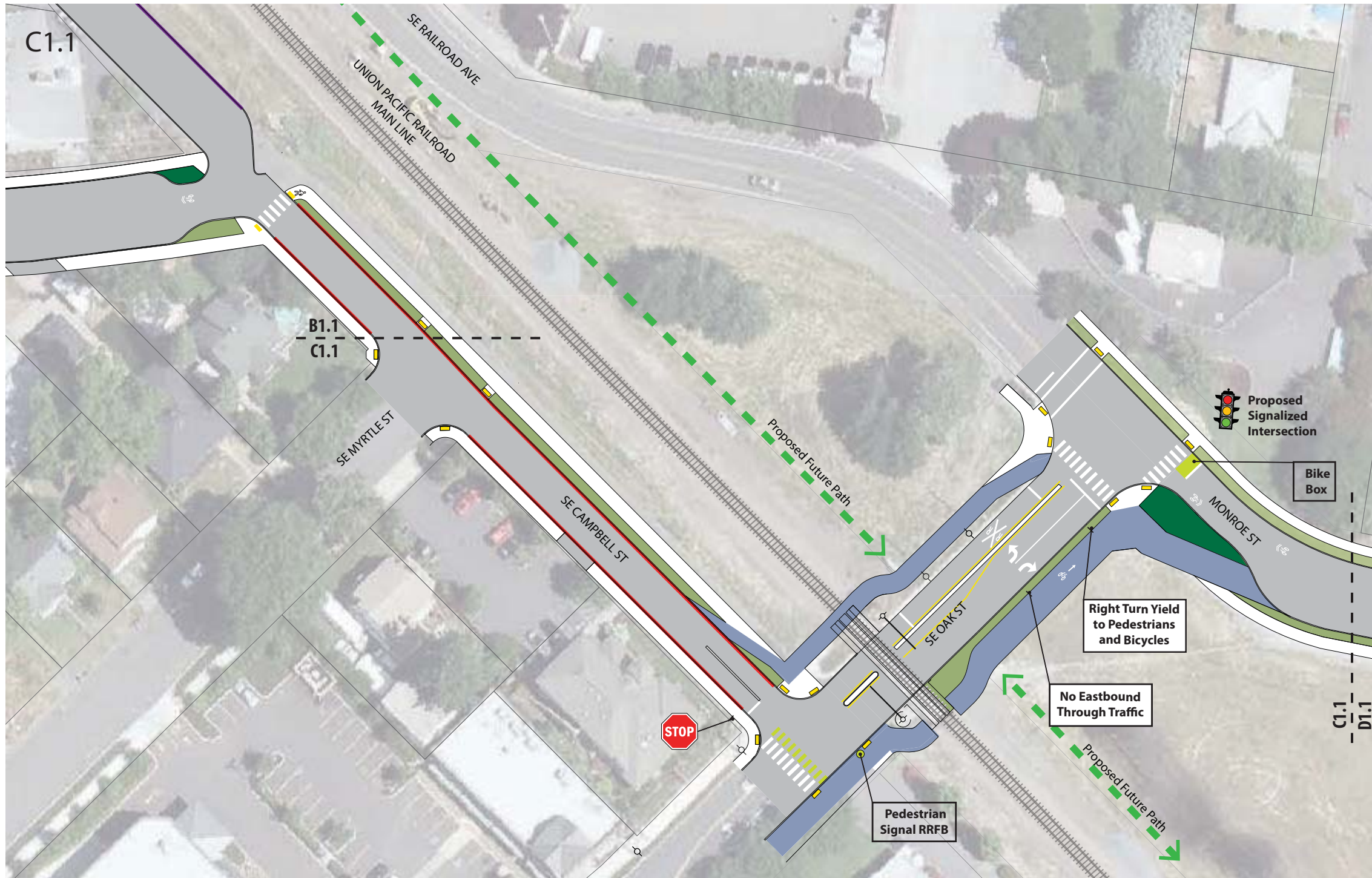
Monroe Street Neighborhood Greenway

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Section C1 - Option 1

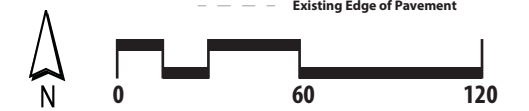
SE Campbell Street to SE Oak Street

Neighborhood Greenway Option



Legend

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- Proposed Pervious Asphalt Walk
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- Existing Landscape
- New Landscape Strip
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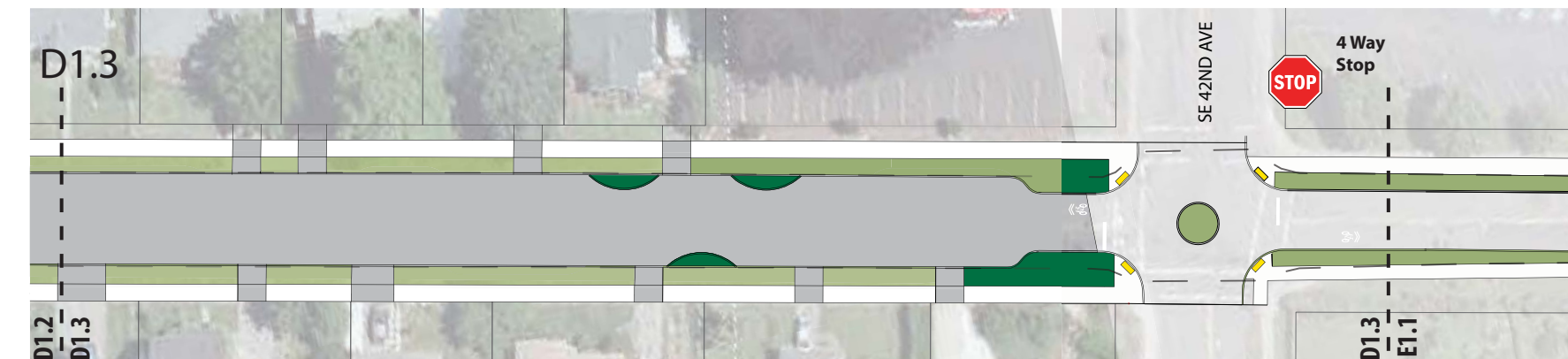
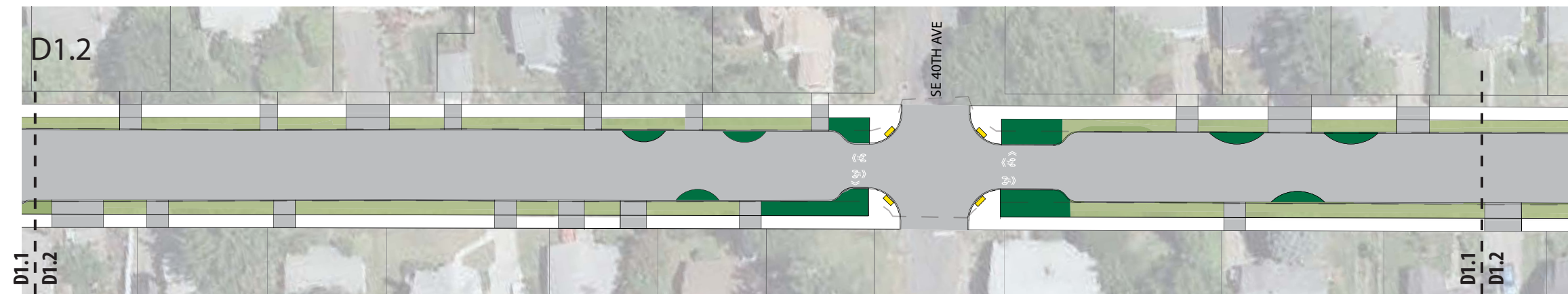
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Monroe Street Neighborhood Greenway

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Section D1 - Option 1

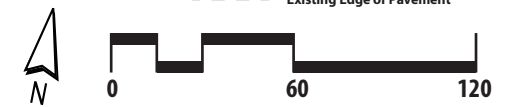
SE Oak Street to SE 42nd Avenue
Neighborhood Greenway Option



WS107

Legend

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- Proposed Pervious Asphalt Walk
- Proposed Pervious Pavement
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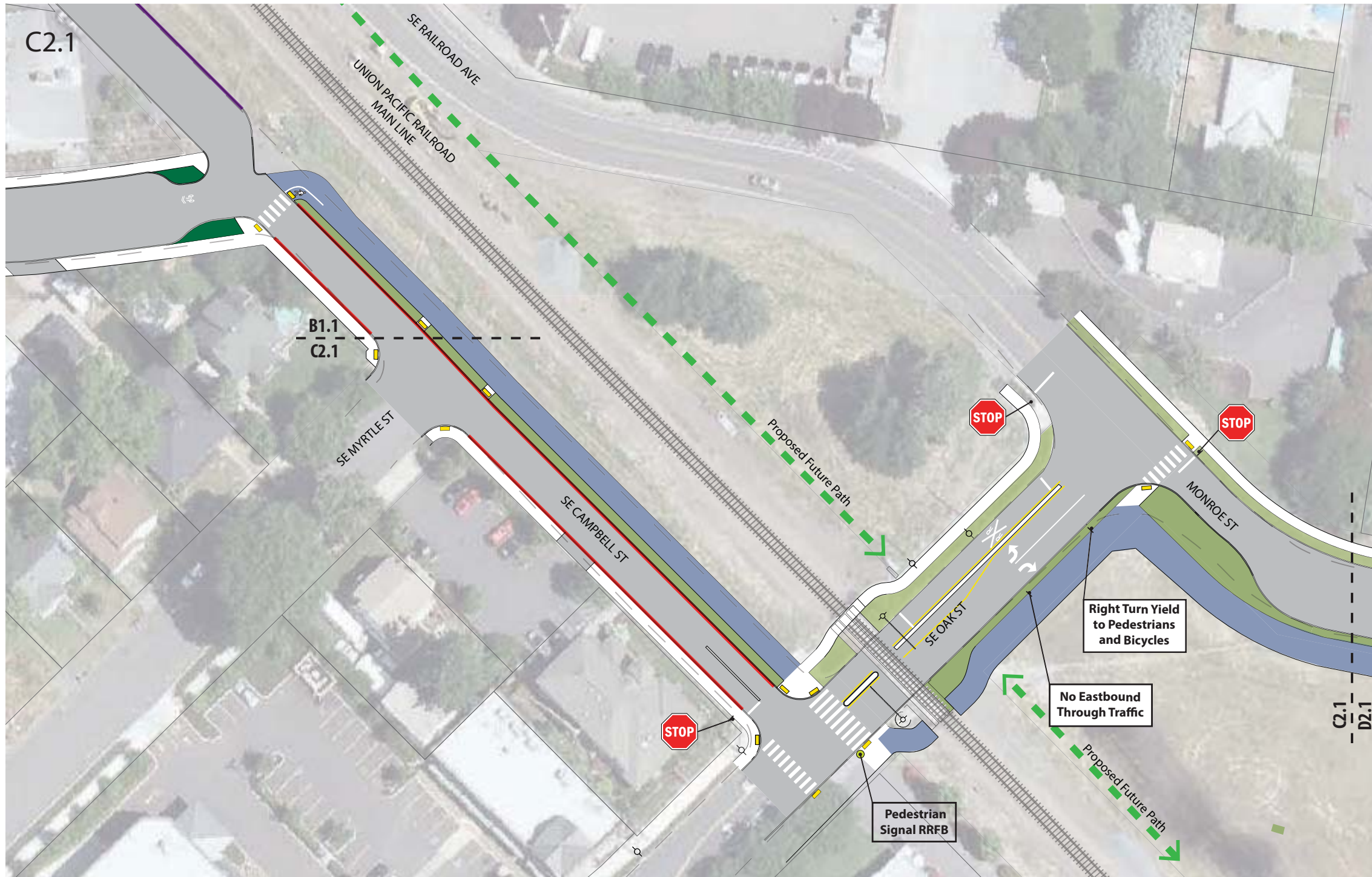
Monroe Street Neighborhood Greenway

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Section C2 - Option 2

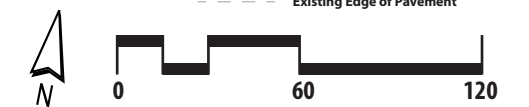
SE Campbell Street to SE Oak Street

Shared-Use Path Option



Legend

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- Proposed Pervious Pavement
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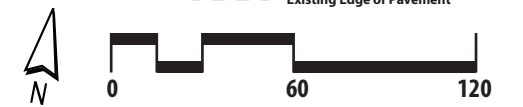


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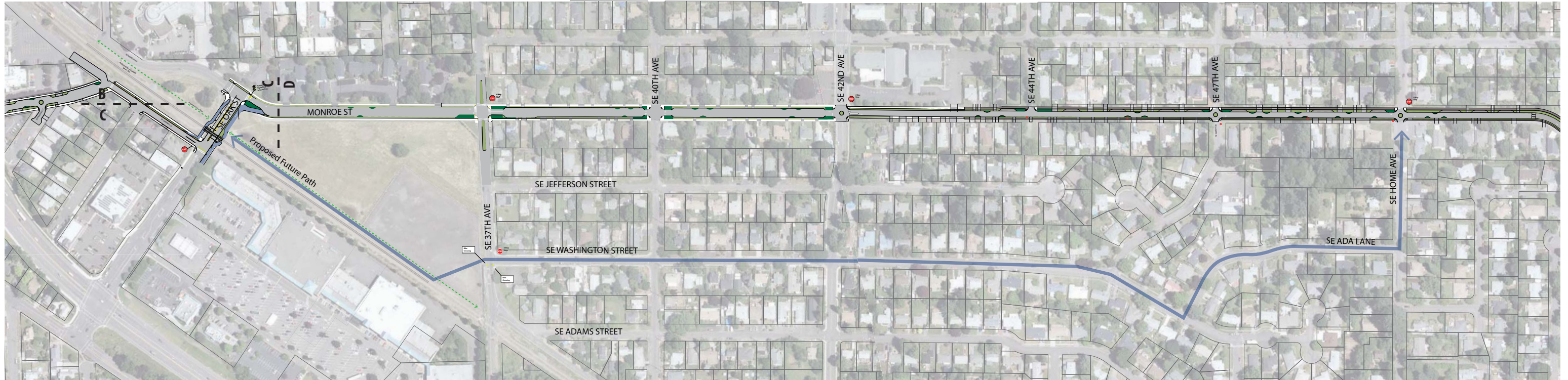


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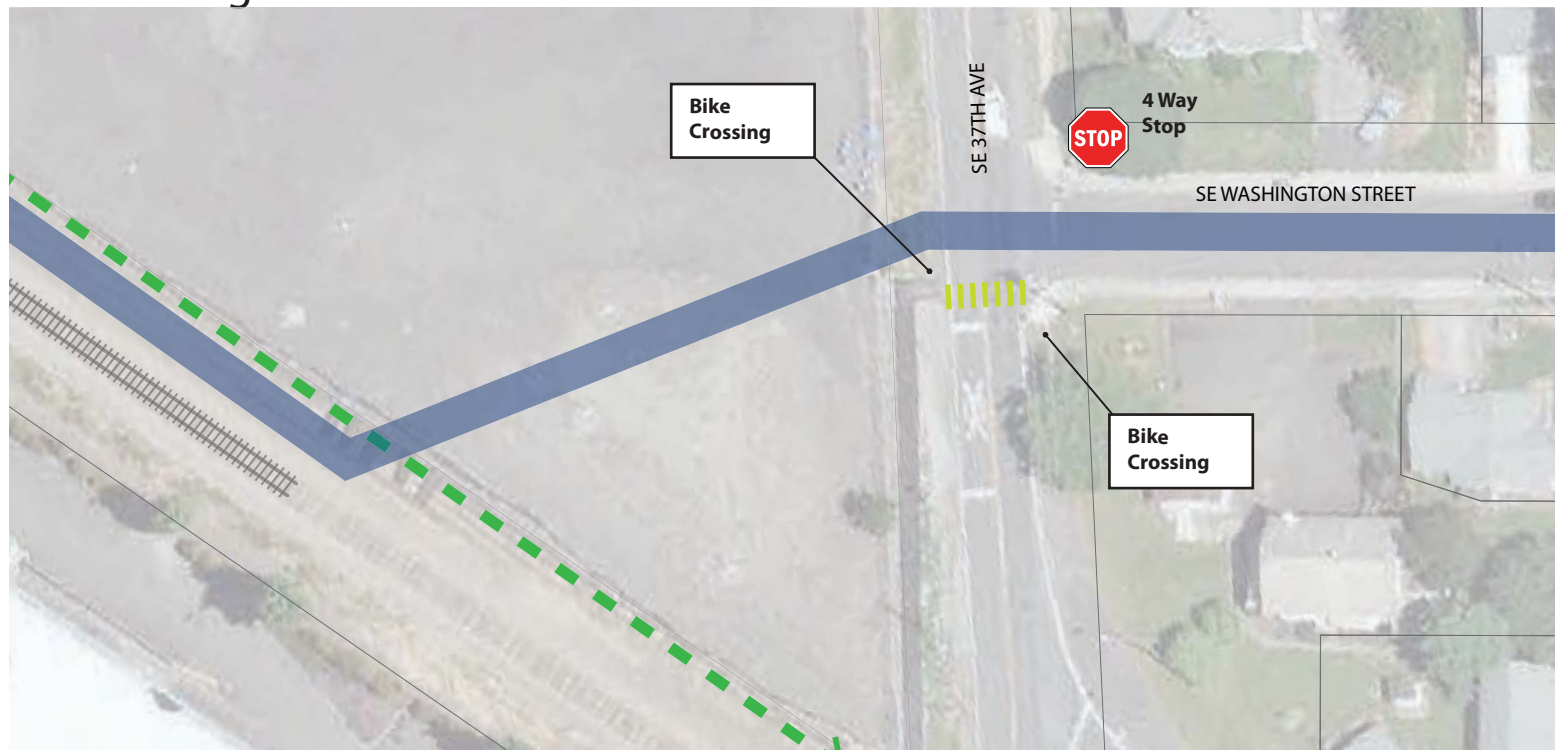
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SE Washington Street and 37th Avenue

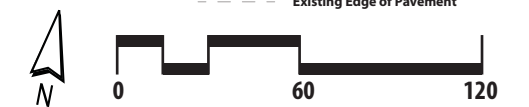


Partial diverter at 42nd Avenue



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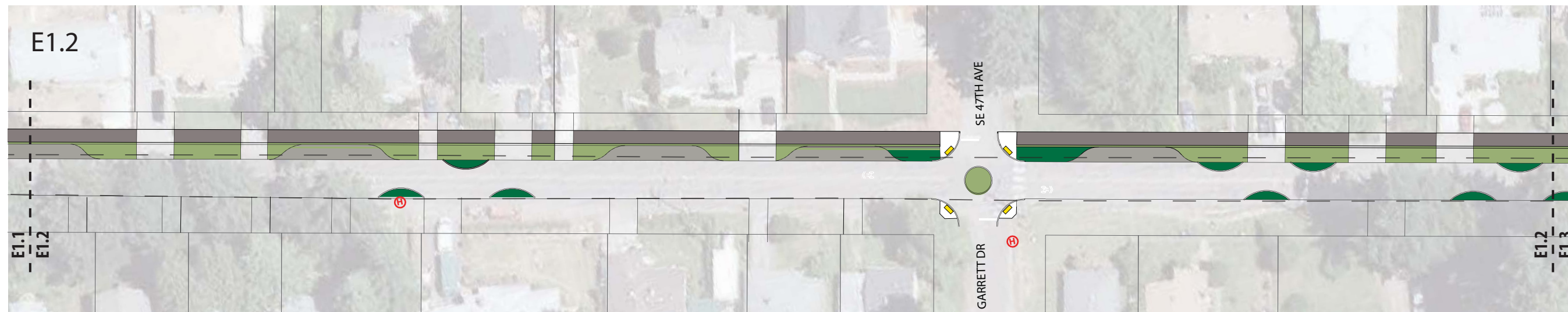
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Monroe Street Neighborhood Greenway

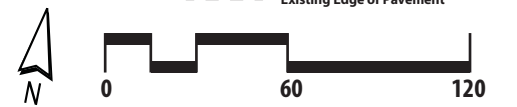
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Section E1 SE 42nd Avenue to SE 50th Avenue



Legend

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Monroe Street Neighborhood Greenway

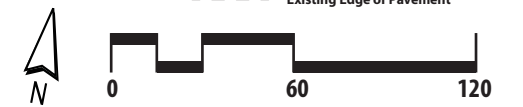
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Section E2 SE 50th Avenue to SE Stanley Avenue



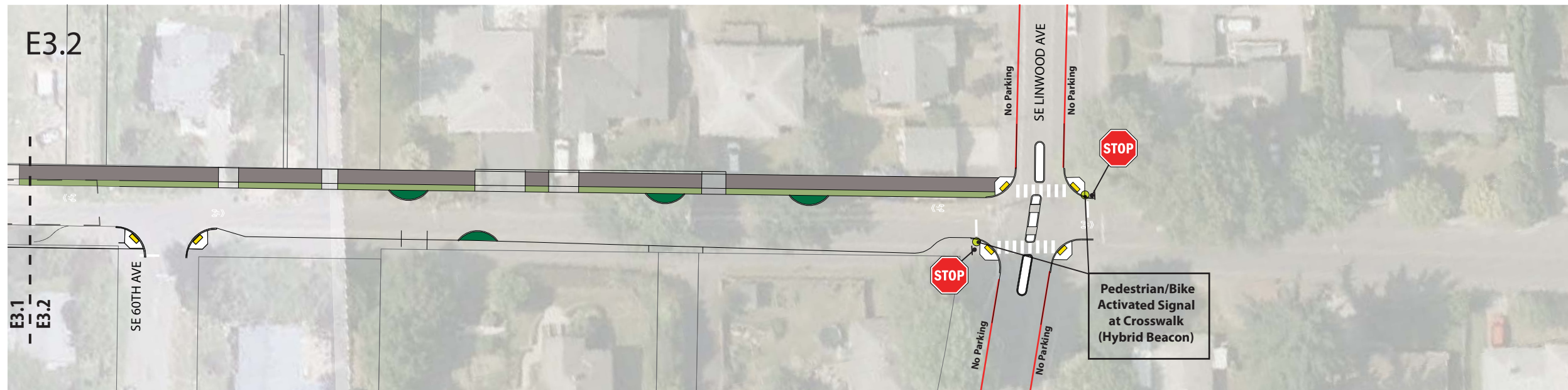
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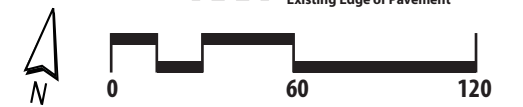
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WS112

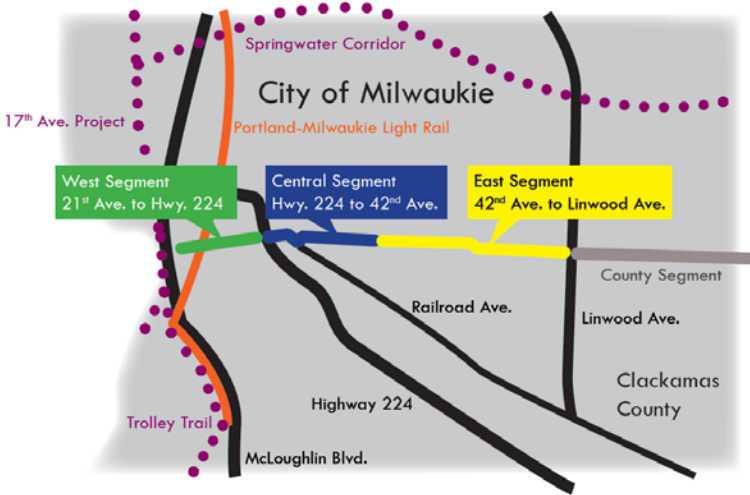


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Attachment 2



Monroe Street Neighborhood Greenway Concept Design Project Public Workshop #2 (March 18, 2015)

Survey Form

The Monroe Street corridor has several key areas where opportunities exist to improve safety for all users. There are choices involving trade-offs, and the City invites community members to share your opinions about these choices. For each of the key areas listed below, indicate your preference for one of the options as described.

Key Area	Option A	Option B
<p>OR 224 CROSSING Narrowing the crossing of OR 224 will improve safety for pedestrians and bicyclists by providing larger ped/bike refuges and reducing the crossing distance.</p> <p>Question: Should the southbound right-turn pocket on OR 224 be removed and replaced with a curb extension, to eliminate right turns onto Monroe St westbound?</p>	<p>Remove the southbound right-turn pocket on OR 224 and extend the curb to prohibit right turns onto Monroe St westbound.</p> <p><input type="checkbox"/> Check here if you prefer this option.</p>	<p>Preserve the southbound right-turn pocket to allow right turns from OR 224 onto Monroe St westbound.</p> <p><input type="checkbox"/> Check here if you prefer this option.</p>
<p>CAMPBELL ST CONNECTION The route detours onto Campbell St for a short distance near Oak St. This is a low-volume section involving a complicated crossing of the railroad tracks at Oak St.</p> <p>Question: On Campbell St, where should bicycles be?</p>	<p>Bicycles share the travel lanes with vehicles in each direction; pedestrians are on sidewalks on either side of Campbell St.</p>  <p><input type="checkbox"/> Check here if you prefer this option.</p>	<p>Bicycles and pedestrians share a multiuse path along the north side of Campbell St.</p>  <p><input type="checkbox"/> Check here if you prefer this option.</p>

Key Area	Option A	Option B
<p>37TH AVE INTERSECTION In order to reduce cut-through traffic on Monroe St to create a quieter, safer street, and to establish a safer route for bicycles in the eastern segment of the corridor, vehicle volumes must be reduced at 37th Ave or 42nd Ave.</p> <p>Question: Should vehicle through-traffic be diverted at 37th Ave, or should Washington St be used as the primary bike route between 37th Ave and Home Ave?</p>	<p>Divert through-traffic at 37th Ave, allowing only right-turn vehicle movements on and off of Monroe St, and no left-turn movements from 37th Ave onto Monroe St. Pedestrians and bicycles can go straight across 37th Ave.</p> <p><input type="checkbox"/> Check here if you prefer this option.</p>	<p>Establish a multiuse path across the triangular McFarland site (parallel to the UPRR tracks) between Oak St and 37th Ave, then route bikes on Washington St back to Monroe St by way of either Garrett Dr or Ada Ln/Home Ave.</p> <p><i>Note: This option depends on a path across the McFarland site and would most likely require a diverter at 42nd Ave instead of 37th Ave.</i></p> <p><input type="checkbox"/> Check here if you prefer this option.</p>
<p>LINWOOD AVE INTERSECTION In order to reduce cut-through traffic on Monroe St to create a quieter, safer street, and to establish a safer route for bicycles in the eastern segment of the corridor on both sides of Linwood Ave, vehicle volumes must be reduced at Linwood Ave.</p> <p>Question: At Linwood Ave, should vehicle turns be right-in and right-out only on Monroe St; or should there be no entry into Monroe St from any direction, with vehicles allowed to make left and right turns onto Linwood Ave from Monroe St?</p>	<p>Divert through-traffic at Linwood Ave so that vehicle turning movements on Monroe St are right-in and right-out only. No left turns by vehicles on Linwood Ave or Monroe St. Bikes and peds can go straight across Linwood Ave.</p> <div data-bbox="989 751 1178 946" data-label="Diagram"> <p>The diagram shows a vertical street labeled 'Linwood' and a horizontal street labeled 'Monroe'. Orange arrows indicate traffic flow: from the top of Monroe St, a right-turn arrow points onto Linwood Ave; from the bottom of Monroe St, a right-turn arrow points onto Linwood Ave. Straight-through arrows are shown on both streets.</p> </div> <p><input type="checkbox"/> Check here if you prefer this option.</p>	<p>Divert through-traffic at Linwood Ave so that vehicles on Monroe St can turn either left or right onto Linwood Ave, but no vehicles can enter Monroe St from any direction. Bikes and peds can go straight across Linwood Ave.</p> <div data-bbox="1577 751 1791 946" data-label="Diagram"> <p>The diagram shows a vertical street labeled 'Linwood' and a horizontal street labeled 'Monroe'. Purple arrows indicate traffic flow: from the top of Monroe St, a left-turn arrow points onto Linwood Ave; from the bottom of Monroe St, a right-turn arrow points onto Linwood Ave. Straight-through arrows are shown on both streets.</p> </div> <p><input type="checkbox"/> Check here if you prefer this option.</p>

Contact Information (optional)

Name: _____

Mailing Address: _____

E-mail Address: _____

Phone Number: _____

Which segment of Monroe Street do you live along?

West Segment (21st Ave to Hwy 224)

Central Segment (Hwy 224 to 42nd Ave)

East Segment (42nd Ave to Linwood Ave)

I don't live in the Monroe Street corridor.

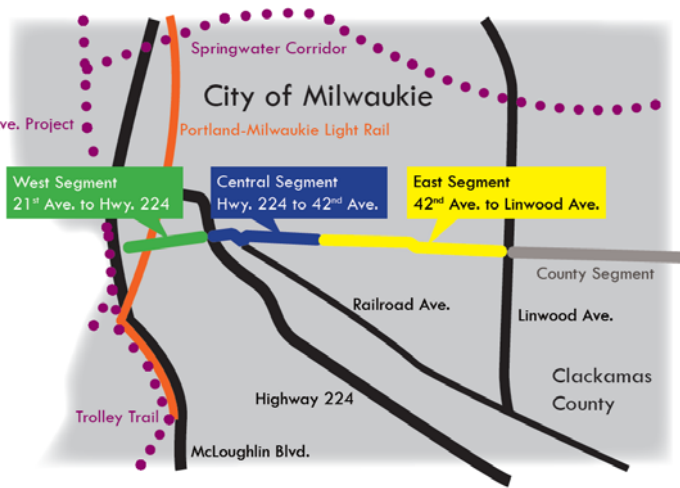
Does your property have frontage on Monroe Street?

Yes No

How did you hear about this meeting? _____

Total # of forms received = 33 at workshop
1 after workshop (as of 3/25/15)

Monroe Street Neighborhood Greenway Concept Design Project Public Workshop #2 (March 18, 2015)



Which segment of Monroe Street do you live along?

- West Segment (21st Ave to Hwy 224) = 1
- Central Segment (Hwy 224 to 42nd Ave) = 5
- East Segment (42nd Ave to Linwood Ave) = 18
- I don't live in the Monroe Street corridor. = 3

Do you have a Monroe Street address? 10 Yes 14 No

Survey Form

Question: Indicate your preference for one of the options as described.

Key Area	Preference					Total Responses to Question
OR 224 CROSSING OPTION A = Remove southbound right-turn pocket OPTION B = Preserve southbound right-turn pocket	Option A 60% (15)	Option B 32% (8)	"Neither" 4% (1)	Don't Know 4% (1)	No Response 9	25
CAMPBELL ST CONNECTION OPTION A = Sidewalk on N side, w/ bikes sharing lane OPTION B = Multiuse path on N side for bikes & peds	Option A 28% (7)	Option B 68% (17)	"Neither" 4% (1)	Don't Know 0% (0)	No Response 9	25
37TH AVE INTERSECTION OPTION A = Diversion at 37 th Ave OPTION B = Washington St alternative route	Option A 30% (8)	Option B 66% (18)	"Neither" 4% (1)	Don't Know 0% (0)	No Response 7	27
LINWOOD AVE INTERSECTION OPTION A = Right-in, right-out on Monroe St OPTION B = L&R turns from Monroe St but no entry	Option A 57% (17)	Option B 23% (7)	"Neither" 17% (5)	Don't Know 3% (1)	No Response 4	30

Additional comments written in on survey:

- No Diversion at 224. We don't have enough bicycle traffic for this [improvements on Campbell]. [The alternative route across McFarland site and onto Washington St is better for the 37th Ave intersection question], but only if no diverter [at 42nd Ave].
- No diverter at 37th no matter what option is adopted!! Both of these [Linwood options] would create a huge inconvenience for residents.
- [Prefer Option B at Linwood, but without a curb extension on the SE corner—so, allow eastbound traffic on Monroe to turn left, turn right, or go straight across Linwood.]
- [Option B diverter at Linwood Ave] = Very bad plan! [Respondent did not choose either option.]
- [On Campbell St, bicycles should be in a] Dedicated bike lane on north side of Campbell (separate from pedestrians).
- I don't like either one. [Written at top of second page, above item for 37th Ave intersection.]
- Don't like either option [at Linwood Ave]—put a signal at Linwood.
- We like the plan so far!

How did you hear about this meeting?

- Mailer/flyer = 10
- Bike Milwaukie (Facebook page or e-mail) = 6
- Milwaukie Pilot = 2
- City website = 4
- NDA (Neighborhood District Association) meeting = 1
- PAC (Project Advisory Committee) information = 1



MILWAUKIE CITY COUNCIL
STAFF REPORT

WS 6.
5/19/15

To: Mayor and City Council

Through: Bill Monahan, City Manager

Subject: **Solid Waste Rate Discussion**

From: Casey Camors, Finance Director

Date: May 19, 2015

ACTION REQUESTED

Discuss the solid waste rate structure and composite.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

2004-2012

Council approved a solid waste rate increase of varying amounts annually.

October 2013

Council approved solid waste rate increases for *residential, commercial and drop box* services to reflect increases in the Metro tip fee, labor, fuel and disposal costs..

June 2014

Council and Staff discussed current solid waste rate structure and concluded that no rate increase was necessary to sustain the system.

February 2015

Staff and Mr. Winterhalter presented Solid Waste Rates 101 and the Commercial Compost Program being developed by Clackamas County.

BACKGROUND

The City Council annually reviews and adopts solid waste rates charged by the City's four haulers. The process is as follows:

- The City's franchise solid waste haulers submit financial information to the City identifying revenues and expenses for the previous year relating to the provision of garbage, recycling and yard debris collection services, on or around March 15.
- The City, with significant assistance from Clackamas County staff and a contracted financial analyst, consolidates the information to create a composite.
- Costs are adjusted to eliminate amounts that may be allowable for tax purposes, but that aren't allowed for rate determination.
- The composite is used to evaluate the financial health of the system as a whole which is based on the "rate of return" (ROR) and the ROR is projected for the following year
- The projected ROR is reviewed and rate changes are considered to ensure that it remains within an acceptable range. Chapter 13.24 of the City municipal code states that rates shall be adequate to provide a ROR equal to 10% of the composite gross revenue and further states that a rate of return within the range of 8% to 12% is sufficient to

reflect the level of business risk assumed by the haulers, allow investment in equipment and to ensure quality collection services.

- Staff discusses ROR with the solid waste haulers and County staff to identify and recommend rates to the City Council.
- City Council discusses the recommendations and adopts solid waste rates.

Metro Council has approved an increased in the disposal fee by \$1.65 per ton effective July 1, 2015, increasing the tip fee to \$94.98 for the City haulers. The 'transaction fee' of \$3.00 for customers with accounts (franchisees) is to remain the same. For analytical purposes, when calculating disposal it is assumed that each transaction is a five (5) ton load; therefore an additional \$0.60 has been added to the disposal fee to arrive at an effective disposal fee of \$95.58 beginning July 1, 2015. This increase has been factored into the projections calculated in the financial review.

Additionally, a 30% increase in the cost of disposing of yard debris has been factored into the projections. Specific to recyclables, the cost to remove contaminants has been on the rise in recent years while commodity prices respond to global market conditions. The fourth quarter of 2014 was the first period where there was not a positive return when delivering materials to the processor. Over the past few years the fee adjustments have calculated a decrease in the returns from recyclables. Because of the recent issues at ports and lower markets for some materials, there has been zero revenue and a \$25.00 processing fee calculated for delivering recyclables to the processor.

Other notable expenses are rising, but at a lower percentage compared to recent years. The following expenses have not been factored into the increase. Driver wages are increasing by 2.15% and health insurance for all employees is increased by 1.88% this year. Last year fuel was projected to decrease by 1.76% and this year the projected adjustment is 0%. General inflation has not been applied.

There has been an increase in the demand for lidded drop boxes by businesses employing best management practices for stormwater management. Lids add equipment cost currently not included in the drop box fee structure. Boxes with lids or other specialty boxes require a round trip return to the business of origin. The drop box fee structure for compactors includes this in the fee structure, the open box fees do not. Therefore a monthly fee has been added to address the purchase and maintenance cost for the lid. The collection fee for small compactors will be applied to the lidded and specialized 10/20 yard boxes.

Open Drop Box-All Zones	Current	Proposed	Change
Lidded/Specialized box	\$119.00	\$135.00	\$16.00
Monthly Fee for Lid	\$0.00	\$20.00	\$20.00

After reviewing the production records submitted by the franchisees, and making agreed upon adjustments and applying known increases for the processing of yard debris and recyclables and the disposal of garbage, it has been determined that collection fee adjustments will need to be made.

Following is a description of the fee changes proposed by Staff.

- Increase fees for residential and commercial can and cart service levels by 2.8% to 4.0%, depending on collection frequency and can/cart size. For the most common

residential service level, the 32/35 gallon can/cart collected weekly, this will mean an increase of 1.05 cents per month, from \$28.85 to \$29.90.

- Increase commercial container service by \$.47 per cubic yard serviced. This reflects the adjustments to garbage disposal and recycling processing costs as mentioned above.

CONCURRENCE

The solid waste haulers support the proposed rate increases.

FISCAL IMPACTS

The proposed rate increase will result in a slight increase in solid waste franchise fee revenue for the City. The City of Milwaukie has enjoyed the assistance of County personnel for rate development when rate parity existed. The rates currently in place are not in parity with the County rates. The additional work required to develop the City rate separate from the County rate require that we compensate the County for their assistance. Actual costs associated with these tasks have not been determined.

WORK LOAD IMPACTS

Adjusting the solid waste rate structure would require additional work for the rate team.

ALTERNATIVES

Defer rate increases until 2016, potentially resulting in much larger rate increases for all service levels and having an adverse effect on the current solid waste service.

ATTACHMENTS

1. Sample of Proposed Rate Changes
2. Projected 2015 Results
2. Draft Rate Resolution

Attachment 1

Sample of Proposed Garbage Rate Changes - 2016

Residential and Commercial Can/Cart Service			
Service Level	Current Rate	Rate Proposed	\$ Increase
Monthly	\$ 12.30	\$ 12.85	\$ 0.55
On call	13.05	13.60	0.55
20 gal single family	25.00	26.00	1.00
32/35 gal	28.85	29.90	1.05
60 gal	38.25	39.40	1.15
90 gal	45.10	46.35	1.25
20 gal multifamily	20.65	21.65	1.00
32 gal court apartments	24.35	25.40	1.05
35 gal commercial	24.90	25.95	1.05
60 gal commercial	36.20	37.35	1.15
90 gal commercial	39.05	40.30	1.25

Commercial Container Services			
Service Level	Current Rate	Rate Proposed	\$ Increase
1 yard weekly	\$ 92.30	\$ 94.34	\$ 2.04
2 yard weekly	151.99	156.06	4.07
2 yard 2x weekly	296.25	304.39	8.14
4 yard 2x weekly	507.83	524.11	16.28

Drop Box Service			
Service Level	Current Rate	Rate Proposed	\$ Increase
10/20 cubic yards	\$ 119.00	\$ 119.00	\$ -
30 cubic yards	136.00	136.00	-
40 cubic yards	153.00	153.00	-
Lidded/specialized box - 10/20 cubic yards	119.00	135.00	16.00
Monthly fee for Lid	-	20.00	20.00

Compactor Service			
Service Level	Current Rate	Rate Proposed	\$ Increase
10/20 cubic yards	\$ 135.00	\$ 135.00	\$ -

Projected 2015 Results
Return on Revenues
City of Milwaukee

	Residential Service			Commercial Service			Drop Box	Grand Totals
	Solid Waste	Recycling	Yard Debris	Solid Waste	Recycling			
		% ▲ from prior year			% ▲ from prior year		% ▲ from prior year	
Collection & Service Revenues	2,012,827	0.2%	2,871	160,204	0.0%	1,096,174	973,899	4,245,975
Rate Increase	35,589					17,374		
Direct Costs of Operations	885,861		420,052	378,915		661,034	194,185	3,497,234
Disposal Expense	363,893	0.9%	33,486	120,861	30.0%	398,961	25,775	1,476,112
Labor Expense	262,734	0.0%	218,644	155,514	0.0%	125,542	107,627	1,137,709
Truck Expense	140,856	0.0%	130,429	87,649	0.0%	60,438	34,500	554,557
Equipment Expense	11,355	0.0%	27,704	9,088	0.0%	24,045	20,689	94,760
Franchise Fees	97,411	1.9%	0	0	0.0%	46,019	0	182,906
Other Direct Expense	9,611	0.0%	9,789	5,803	0.0%	6,029	5,594	51,191
Indirect Costs of Operations	321,834					163,253	36,636	521,723
Management Expense	83,341	0.0%			0.0%	23,899	7,040	114,280
Administrative Expense	100,740	0.0%			0.0%	30,525	8,989	140,254
Other Overhead Expenses	137,753	0.0%			0.0%	108,829	20,607	267,189
Less Unallowable Costs	645					405	94	1,144
Revenues	2,211,491					1,113,548	973,899	4,298,938
Direct Costs of Operations	1,684,827	4.1%			3.7%	855,218	957,189	3,497,234
Indirect Costs of Operations	321,834	0.0%			0.0%	163,253	36,636	521,723
Total Cost	2,006,661	3.4%			3.1%	1,018,471	993,825	4,018,957
Less Unallowable Costs	645	0.0%			0.0%	405	94	1,144
Allowable Costs	2,006,016					1,018,066	993,731	4,017,813
Franchise Income	205,475					95,481	-19,832	281,125
Projected Return on Revenues	9.29%					8.57%	-2.04%	6.54%
2014 Return on Revenues	10.96%					10.77%	-2.04%	7.94%

Inflation Assumptions for Line Item Expenses			
Solid Waste		Res. Recycling & Yard Debris	
Driver Wage	0.00%	Driver Wage	0.00%
Health Ins	0.00%	Health Ins	0.00%
Fuel	0.00%	Fuel	0.00%
Tip Fee	0.88%	Yard Debris Disposal	30.00%
Liab-Prop Ins	0.00%	Liab-Prop Ins	0.00%
Inflation	0.00%	Inflation	0.00%

Changes in Revenue	
Residential & Commercial Revenue	
No change from prior year	
Recycling Revenue	
Projected revenue from material sales is \$0	
Material Sales reduced by 25% from prior year	
Drop Box Revenue	
Increase is the pass through of the tip fee increase	

Attachment 3



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, INCREASING RESIDENTIAL, COMMERCIAL AND SOME DROP BOX SERVICE RATES, EFFECTIVE JULY 1, 2015, TO REFLECT INCREASES IN METRO TIP FEE AND LABOR RELATED COST INCREASES.

WHEREAS, Section 13.24 of the Milwaukie Municipal Code provides that the City Council may set rates and implement rate changes; and

WHEREAS, rate projections for 2016, without a rate adjustment, are below the 8%-12% range prescribed by the City Code; and

WHEREAS, effective July 1, 2015, Metro's Transfer Station tip fee will increase by \$1.65 per ton; and

WHEREAS, the proposed rates are comparable to local jurisdictions in the Metro area and reflect a graduated increase across service levels; and

Now, Therefore, be it Resolved that the rates for garbage and recycling, herein attached as "Uniform Solid Waste and Recycling Rates, proposed as of July 1, 2015 are effective on July 1, 2015.

Introduced and adopted by the City Council on _____.

TBD, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney