



Regular Session

RS

Milwaukie City Council



CITY OF MILWAUKIE
COUNCIL REGULAR SESSION

City Hall Council Chambers
10722 SE Main Street
www.milwaukieoregon.gov

2248th Meeting

AGENDA

JUNE 20, 2017

SWEARING-IN OF NEWLY ELECTED COUNCILOR – 6:00 p.m.

The Oath of Office for Councilor Shane Abma will be administered by Municipal Court Judge Kimberly Graves followed by the seating of the new Council.

- 1. CALL TO ORDER** **Page #**
Pledge of Allegiance

2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS

- A. Recognition of Public Works Director Gary Parkin's Retirement**
Staff: Ann Ober, City Manager

Council will recess the meeting following Item 2. A. to host a brief reception for newly-elected Councilor Abma and retiring Director Parkin.

- B. Rowe Middle School (RMS) Food for Success Program**
Presenter: Evan King, RMS Social Worker

3. CONSENT AGENDA

These items are considered routine, and therefore, will not be allotted discussion time on the agenda; these items may be passed by the Council in one blanket motion; any Councilor may remove an item from the "Consent" agenda for discussion by requesting such action prior to consideration of that part of the agenda.

- A. City Council Meeting Minutes:** **2**
 1. May 16, 2017, Work Session; and
 2. May 16, 2017, Regular Session.
B. Certify the Results for the May 16, 2017, Special Election – Resolution **10**
C. Appointments to City Boards and Commissions – Resolution **16**

4. AUDIENCE PARTICIPATION

The presiding officer will call for citizen statements regarding City business. Pursuant to Milwaukie Municipal Code (MMC) Section 2.04.140, only issues that are "not on the agenda" may be raised. In addition, issues that await a Council decision and for which the record is closed may not be discussed. Persons wishing to address the Council shall first complete a comment card and submit it to the City Recorder. Pursuant to MMC Section 2.04.360, "all remarks shall be directed to the whole Council, and the presiding officer may limit comments or refuse recognition if the remarks become irrelevant, repetitious, personal, impertinent, or slanderous." The presiding officer may limit the time permitted for presentations and may request that a spokesperson be selected for a group of persons wishing to speak.

5. PUBLIC HEARING

Public Comment will be allowed on items under this part of the agenda following a brief staff report presenting the item and action requested. The presiding officer may limit testimony.

- A. Adoption of Master Fee Schedule – Resolution** **19**
Staff: Haley Fish, Finance Director

6. OTHER BUSINESS

These items will be presented individually by staff or other individuals. A synopsis of each item together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.

A. Election of Council President

- B. Purchase of Property Adjacent to Public Works Yard – Resolution** **105**
Staff: Gary Parkin, Public Works Director

- C. Milwaukie Redevelopment Commission (MRC) Meeting** **153**
The City Council will recess the Regular Session to convene as the MRC. Following adjournment of the MRC meeting, Council will reconvene the Regular Session.

- D. Council Input on Legislative, Regional, and County Issues**
Staff: Mitch Nieman, Assistant to the City Manager

E. Council Reports

7. INFORMATION

8. ADJOURNMENT

Americans with Disabilities Act (ADA) Notice

The City of Milwaukie is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). Milwaukie City Hall is wheelchair accessible and equipped with Assisted Listening Devices; if you require any service that furthers inclusivity please contact the Office of the City Recorder at least 48 hours prior to the meeting by email at ocr@milwaukieoregon.gov or phone at 503-786-7502 or 503-786-7555. Most Council meetings are streamed live on the City's website and cable-cast on Comcast Channel 30 within Milwaukie City Limits.

Executive Sessions

The City Council may meet in Executive Session pursuant to ORS 192.660(2); all discussions are confidential and may not be disclosed; news media representatives may attend but may not disclose any information discussed. Executive Sessions may not be held for the purpose of taking final actions or making final decisions and are closed to the public.

Meeting Information

Times listed for each Agenda Item are approximate; actual times for each item may vary. Council may not take formal action in Study or Work Sessions. Please silence mobile devices during the meeting.

 CITY OF MILWAUKIE
COUNCIL REGULAR SESSION

City Hall Council Chambers
10722 SE Main Street
www.milwaukieoregon.gov

2248th Meeting

MINUTES

JUNE 20, 2017

Mayor Mark Gamba called the Council meeting to order at 6:05 p.m.

Council Present: Councilors Angel Falconer, Wilda Parks, Shane Abma

Council Excused: Council President Batey

Staff: City Manager Ann Ober	Engineering Director Charles Eaton
Administrative Specialist Amy Aschenbrenner	Finance Director Haley Fish
City Attorney Dan Olsen	Assistant Finance Director Bonnie Dennis
Municipal Court Judge Kimberly Graves	Building Official Sam Vandagriff
Public Works Director Gary Parkin	

SWEARING-IN OF NEWLY ELECTED COUNCILOR

Judge Graves administered the Oath of Office for Councilor Abma.

Recognition of Public Works Director Gary Parkin's Retirement

Council thanked Mr. Parkin for his service. **Mr. Parkin** discussed his time at the City and expressed gratitude for the opportunity to serve Milwaukie.

Mayor Gamba recessed the Regular Session at 6:12 p.m. and reconvened the Regular Session at 6:30 p.m.

1. CALL TO ORDER

Pledge of Allegiance.

2. PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. Rowe Middle School (RMS) Food for Success Program

Evan King, RMS Social Worker, provided an overview of the Food for Success Program and noted the high poverty rate in the community.

Ari Oliver, RMS student, discussed her involvement with the program. She explained that the program includes free breakfast and afternoon snacks for everyone, a share table at lunch, and free dinner for anyone who attends after school programs.

Reece Healy, RMS student, and **Ms. King** described how students benefited from the program and noted that \$17,000 had been fundraised to fund the program.

Council thanked Ms. King, Ms. Oliver, and Mr. Healy and applauded their efforts.

3. CONSENT AGENDA

It was moved by Councilor Parks and seconded by Councilor Falconer to approve the consent agenda.

A. City Council Meeting Minutes:

1. May 16, 2017, Work Session, and
2. May 16, 2017, Regular Session.

B. Resolution 60-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, Certifying the Results of the May 16, 2017, Special Election.

C. Resolution 61-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, Making Appointments to City Boards and Commissions.

Motion passed with the following vote: Councilors Abma, Falconer, and Parks, and Mayor Gamba voting "aye." 4:0]

4. AUDIENCE PARTICIPATION

Mayor Gamba noted that no member of the audience wished to address Council and **Ms. Ober** noted that staff would provide an update on the questions about parklets raised at the June 6, 2017, Audience Participation at a future meeting.

5. PUBLIC HEARING

A. Adoption of Master Fee Schedule (MFS) – Resolution

Mayor Gamba suggested that Council discuss proposed changes to the MFS before the public hearing. **Ms. Ober** concurred with Mayor Gamba's proposed approach.

Ms. Fish reviewed the MFS and noted changes that had been made related to a personnel cost of living adjustment (COLA), the parklet program, and parking variances.

Mayor Gamba asked if there could be clearer definitions for buildings and inspections.

Ms. Vandagriff noted that definitions were set by international and State requirements.

Ms. Fish discussed the possibility of enacting a policy to waive or subsidize fees for certain types of projects. **Ms. Ober** said she would provide Council possibilities regarding such a policy at a future meeting.

Mayor Gamba and **Ms. Vandagriff** discussed retaining wall and fence heights, inspections, and permits. **Ms. Vandagriff** agreed to ask the State Building Codes Division to review proposed modifications to the sections of the MSF related to retaining walls and fences. **Ms. Fish** suggested that the building-related parts of the MSF be left as proposed until the State's review of the proposed changes was finished.

Mayor Gamba and **Mr. Eaton** discussed how fees for a retaining wall in a right of way (ROW) would be charged. They noted the process the bicycle group Bike Milwaukie went through to install bike repair stations in Downtown Milwaukie. **Ms. Vandagriff** noted that ROW inspection fees were governed by the State and that staff would check with the State Building Codes Division on modifying the fees and report back to Council.

The group discussed building investigation fees and the difference between work that is permitted and work that is done without permits.

Councilor Falconer commented on the City's monthly parking permit fees and suggested that lower parking permit costs had been incentivizing individuals driving personal vehicles. She noted the conflict between incentivizing driving and Council's climate goals related to greenhouse gasses. **Mayor Gamba** and **Councilor Falconer** remarked on the need for parking and related costs and fees. **Ms. Fish** noted the number of parking passes issued monthly by the City.

Mayor Gamba suggested that the monthly parking pass be increased from \$40 to \$50 and that the quarterly pass be increased to \$140 to provide a discount. The group noted that the existing \$5 daily parking pass was on par with a daily TriMet transit pass.

Mayor Gamba and **Ms. Fish** discussed the proposal to change the current parking variance procedure to a standardized per-space fee. Council expressed agreement with the proposed change.

The group noted that the fine for failing to have a parking pass should increase to \$50 so that it continues to mirror the parking pass fee.

Mayor Gamba discussed the traffic control device request fee and asked if Council wanted to consider modifying it. **Ms. Ober** reported that accident reports were recorded when an incident occurs. **Councilor Falconer** asked if there needed to be a larger conversation about traffic calming and adding stop signs throughout the city. **Ms. Ober** noted the need for maintenance of signs, law enforcement needs, and the idea of a larger, technical City-wide traffic study. **Mayor Gamba** clarified that he wanted to make sure the software would be able to provide data from police and traffic accidents. **Ms. Ober** noted that Chief Bartol was working on a report to provide to Council.

The group noted that traffic calming covered a variety of issues. **Councilor Parks** suggested staff research topics to bring to a future Council meeting. **Mayor Gamba** discussed fines for parking on a sidewalk or path. **Councilor Parks** asked about the fees for blocking and unauthorized parking in a handicap space.

Mayor Gamba asked about street tree cutting and **Ms. Ober** suggested bringing the question to the new Tree Board. **Mayor Gamba** asked about smoking enforcement and solar fees. It was noted that staff would follow-up on the items noted by Council.

Ms. Fish summarized which changes could be corrected in the MFS now and which items staff would research further.

Opening and Purpose: **Mayor Gamba called the public hearing to order at 8:27 p.m.** He explained that the purpose of the hearing was to consider updates to the City's MSF.

Staff Report: **Ms. Fish** noted that Council had received and discussed the staff report.

Correspondence: Staff reported that no additional correspondence had been received.

Audience Testimony: It was noted that no member of the audience wished to speak.

Staff Comments: It was noted that there were no additional staff comments.

Questions of Clarification: It was noted that Council had no further questions.

Close Public Testimony: **It was moved by Councilor Falconer and seconded by Councilor Abma to close the public testimony portion of the hearing. Motion passed with the following vote: Councilors Abma, Falconer, and Parks, and Mayor Gamba voting "aye." [4:0]**

Mayor Gamba closed the public testimony portion of the meeting at 8:29 p.m.

Council Discussion: It was noted that there was no additional Council discussion.

Decision by Council: **It was moved by Councilor Falconer and seconded by Councilor Abma to approve the Resolution Revising Fees and Charges as Shown in Attachment 1 with amendments to the monthly parking permit fee from \$40 to \$50, and quarterly permit fees from \$115 to \$140, and amending parking fines of over 1 foot from curb, over space line, overtime parking, and permit only parking from \$40 to \$50, and updating the Master Fee Schedule of the City of Milwaukie for Fiscal Year 2018.**

Motion passed with the following vote: Councilors Abma, Falconer, and Parks, and Mayor Gamba voting "aye." [4:0]

RESOLUTION 62-2017:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, REVISING FEES AND CHARGES AS SHOWN IN ATTACHMENT 1 AND UPDATING THE MASTER FEE SCHEDULE OF THE CITY OF MILWAUKIE FOR FISCAL YEAR 2018.

Ms. Ober noted that staff would provide Council with information on State regulations regarding bike lane and bike path fines at a future meeting.

6. OTHER BUSINESS

A. Election of Council President

Mayor Gamba explained that Council was required to elect a Council President after each swearing-in of a new Councilor,.

It was moved by Councilor Abma and seconded by Councilor Parks to nominate Councilor Batey to serve as Council President. Motion passed with the following vote: Councilors Abma, Falconer, and Parks, and Mayor Gamba voting "aye." [4:0]

B. Purchase of Property Adjacent to Public Works Yard – Resolution

Mr. Parkin provided background on the process to acquire the property adjacent to the City's Public Works yard located on Johnson Creek Boulevard. He reported that the agreement had not been fully signed by the sellers and that there may be minor changes proposed. He noted the importance of the property and that the City currently rented a portion of the property.

Mayor Gamba, Mr. Parkin, and Ms. Ober noted the long-term process that had led to the proposed property purchase.

It was moved by Councilor Parks and seconded by Councilor Falconer to approve the Resolution to Purchase Property Adjacent to the Public Works Main Site on Johnson Creek Blvd for Use as a Public Works Facility. Motion passed with the following vote: Councilors Abma, Falconer, and Parks, and Mayor Gamba voting "aye." [4:0]

RESOLUTION 63-2017:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, TO PURCHASE PROPERTY ADJACENT TO THE PUBLIC WORKS MAIN SITE ON JOHNSON CREEK BLVD FOR USE AS A PUBLIC WORKS FACILITY.

C. Milwaukie Redevelopment Commission (MRC) Meeting

Mayor Gamba recessed the Regular Session at 8:40 p.m. to convene the MRC meeting and reconvened the Regular Session at 8:51 p.m.

D. Council Input on Legislative, Regional, and County Issues

Ms. Ober and Mayor Gamba provided an update on the proposed transportation funding package under consideration by the State Legislature. They noted the potential funding that would be made available to the City should the package be adopted.

The group noted the status of other pending State Legislation and noted the loss of State funding previously dedicated for the removal of the Kellogg Creek Dam.

E. Council Reports

The group noted the upcoming Friends of the Ledding Library (FOLL) book sale. They discussed the speed limit reduction and planned closure of Hwy 99E northbound.

Mayor Gamba noted that the City had launched the Solarize Milwaukie program.

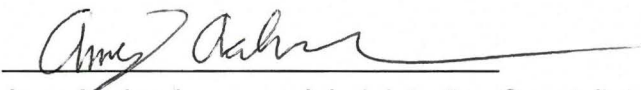
The group remarked on the annual North Clackamas Chamber of Commerce awards dinner where Councilor Parks had received a lifetime achievement award.

7. INFORMATION**8. ADJOURNMENT**

It was moved by Councilor Parks and seconded by Councilor Abma to adjourn the Regular Session. Motion passed with the following vote: Councilors Abma, Falconer, and Parks, and Mayor Gamba voting "aye." [4:0]

Mayor Gamba moved to adjourn the regular session at 9:05 p.m.

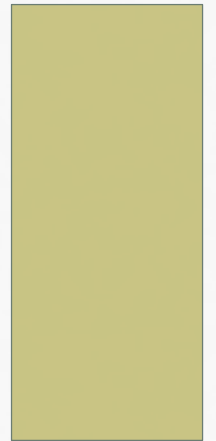
Respectfully submitted,



Amy Aschenbrenner, Administrative Specialist II

ROWE MIDDLE SCHOOL

FOOD FOR SUCCESS



ROWE MIDDLE SCHOOL

- North Clackamas School District
- 6th - 8th grade
- 788 students
- 63% are eligible for free meals at school



STUDENT SPEAKERS

FOOD FOR SUCCESS

1. Free breakfast for everyone
2. Share Table
3. Afternoon Snack
4. Dinner

STORY OF JEFF

STARFISH



THANK YOU

Donors include:

- Clackamas Emergency Services Foundation
- Rotary Clubs of Milwaukie & Clackamas
- GracePointe Church
- Clackamas County Peace Officers Benevolent Foundation
- Milwaukie Neighborhood Associations
 - Hector Campbell
 - Historic Milwaukie
 - Lewelling
 - Linwood
- Oregon Food Bank
- Bob's Red Mill
- Clackamas Service Center
- Individual Donors

Food for Success

Year End Report 2015-2016 School Year

Rowe Middle School

Milwaukie, OR

Serving
Students Since
2011

100% Donor
Funded

Highlights of
our program

**Total Funds Raised:
\$19,775**

- **Free Breakfast**
was available to
Every student,
every morning.
- **A Share Table**
was available at all
meals. Students put
unopened food on a
common table for
others to take.
- **A Guest Account**
Paid for lunches for
students who were
unable to pay.
- **A Healthy Snack**
was offered every
school day **Total
snacks served:
111,874**

To learn more about
our program and ways
that you can help make
an impact on improving
the lives of our students
contact :

**Evan King, LCSW,
Rowe Middle School
(503) 353-5741
kingev@nclack.k12.or.us**

Successful, Because of Folks Like You

Snacks were given
every day of the
school year to every
student who wanted
one.

This couldn't have happened
without the generous
donations made by caring
people in our community.
We received help from 18
different individuals,
businesses, and organizations
to achieve our goal.



Rowe Middle
School
3606 SE
Lake Road
Milwaukie,
OR 97222

Major Donors Included:

- Milwaukie Rotary Club
- Clackamas Rotary Club
- GracePointe Church
- Clackamas Emergency Services Foundation
- Chartwells
- Bob's Red Mill
- Oregon Food Bank
- Generous Individual Donors

These Milwaukie Neighborhood

Associations :

- Hector-Campbell
- Historic Milwaukie
- Lake Road
- Lewelling
- Linwood

Your support is needed to keep the **Guest Account** open. The Guest Account ensures that no student will be denied the opportunity to eat lunch, even if they have no money on their personal lunch account. Last year, the Guest Account paid \$950 towards meals for students who were unable to pay for their lunches.



**Regular Session
Agenda Item No.**

3

Consent Agenda

 CITY OF MILWAUKIE
COUNCIL WORK SESSION

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

MINUTES

MAY 16, 2017

Mayor Mark Gamba called the Council meeting to order at 4:00 p.m.

Present: Council President Lisa Batey; Councilors Angel Falconer, Wilda Parks, Shane Abma

Staff: City Manager Ann Ober
Assistant to the City Manager Mitch Nieman
City Recorder Scott Stauffer
City Attorney Tim Ramis
Police Chief Steve Bartol
Engineering Director Charles Eaton
ROW and Contracts Specialist Reba Crocker

City Manager Report

Ms. Ober distributed the Council Agenda Forecaster and reported that the Planning Commission was concerned about starting their meetings late on the second Tuesday of the month due to the broadcasting conflict with Council Study Sessions. The group discussed the need to balance Council transparency and the Planning Commission's request to start broadcasting at 6:30 p.m. It was Council consensus to end the live broadcast of Study Sessions at 6:15 p.m. so that Planning Commission meetings may start broadcasting at 6:30 p.m.

Youth Empowerment Coalition

Chief Bartol introduced Brian McCrady, Clackamas County Children Youth and Families. **Mr. McCrady** introduced Milwaukie Youth Empowerment Coalition members Jesus Navarro, Milwaukie High School (MHS) Drug and Alcohol counselor; Angela Medina, Prevent Net staff at MHS; and Harry Applebaum, Vibrant Futures Coalition.

Mr. McCrady explained the details of the three-year project in Clackamas County, why Milwaukie was chosen, and discussed the program's impact on parks in the City. He discussed the layout of Dogwood Park and Klein Point related to alcohol and drug use. He noted possible solutions to park layout issues. **Mr. Navarro** reported that students and adults agreed that if the areas were cleaner and free of drug use, more people would visit the City's parks.

Chief Bartol confirmed that the Milwaukie Police Department (MPD) regularly patrolled the areas for drug use and transient activities and noted opportunities to open the area to more consistent use by the public. **Council President Batey** encouraged the Chief and Mr. McCrady's team to attend a Historic Milwaukie Neighborhood District Association (NDA) meeting. **Mayor Gamba** noted how the removal of blackberry bushes could help. The group discussed the possibility of increased lighting in the areas, the relationship between the police and the school, and environmental park designs that help to reduce crime.

Mr. McCrady discussed how Prevent Net staff partner with local organizations to assist students. **Ms. Medina** explained her work with at-risk students and **Mr. Navarro** explained his work with students as an addictions counselor. **Mr. McCrady** described programs used to promote healthy activities.

Council thanked Mr. McCrady and his team for their work and **Chief Bartol** noted the importance of prevention over citations.

Portland General Electric (PGE) Rate Case Filing Discussion

Annette Mattson, Government Affairs and Public Policy Specialist with PGE, introduced herself; Karla Wenzel, PGE Manager of Pricing and Tariffs; and Brendan McCarthy, PGE Environmental Policy Manager.

Ms. Wenzel presented a snapshot of the City's annual PGE energy costs. The group discussed rate schedules related to different types of accounts. **Ms. Mattson** noted that she would send Council the annual report on the City's accounts and the group agreed that PGE's Key Customer Manager, Allan Warman, and Ms. Crocker should present usage information at a future Council meeting.

Ms. Wenzel provided statistics comparing the City with surrounding cities. She explained the General Rate Case (GRC) and its relation to proposed rate increases. She announced that the public could comment on the requested rate increase by calling 503-378-6600 or 1-800-522-2404 or by visiting www.puc.state.or.us. She then explained the ten-month GRC process and noted the possible outcomes.

Ms. Wenzel provided information on the proposed rate increase amounts. The group discussed the proposed increased rates and the effects on customers.

Mr. McCarthy provided PGE company statistics related to customers they serve. He explained PGE's Integrated Resource Plan (IRP) and five-year action plan. He discussed resource needs, carbon reduction plans, and the western energy market. He noted the goals for the IRP and upcoming projects PGE wished to pursue.

Mayor Gamba asked **Mr. McCarthy** about PGE's solar capacity and expressed interest in working with PGE on the City's solarize project. The group discussed solarize projects and utility companies' work related to adopting solar programs.

The group noted the current GRC process timeline. **Mayor Gamba** discussed his concerns about the limitations placed on community solar projects by current and proposed state rules. He asked for a meeting with PGE to help draft rules that would better assist the program and **Ms. Wenzel** said she would connect the Mayor with PGE staff. **Ms. Mattson** would follow up with Ms. Ober on the items previously discussed.

Ms. Wenzel remarked on the rate increase results from the last GRC request in 2013.

Riverfront Park Beach Area Emergency Repair

It was noted that this topic was moved to the May 16, 2017, Regular Session.

Mayor Gamba adjourned the Work Session at 5:45 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II

Mayor Mark Gamba called the Council meeting to order at 6:08 p.m.

Present: Council President Lisa Batey; Councilors Angel Falconer, Wilda Parks, Shane Abma

Staff:	City Manager Ann Ober	Engineering Director Charles Eaton
	City Recorder Scott Stauffer	Planning Director Denny Egner
	City Attorney Tim Ramis	Public Works Director Gary Parkin
	Police Chief Steve Bartol	Civil Engineer Rick Buen
	Assistant to the City Manager Mitch Nieman	Senior Planner David Levitan
	Community Programs Coordinator Jason Wachs	

1. CALL TO ORDER

Pledge of Allegiance.

2. PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. Milwaukie High School (MHS) Outstanding Student Achievement Award for May 2017 presented to Olga Mendez

Mr. Pinder introduced Ms. Mendez, the group viewed a video titled "My Community" that Ms. Mendez had produced, and Council congratulated Ms. Mendez on her academic and extra-curricular achievements.

B. North Clackamas School District (NCSD) Construction Bond Update

Mr. Pinder provided a brief report on the MHS construction project and announced several upcoming community meetings about the construction work.

C. Dogwood Day – Proclamation

Mr. Stauffer introduced the proclamation and **Mayor Gamba** proclaimed May 21, 2017, to be Dogwood Day in Milwaukie.

D. Public Works Week – Proclamation

Mr. Parkin introduced the proclamation and **Mayor Gamba** proclaimed May 21 through May 27, 2017, to be Public Works Week in Milwaukie.

E. National Police Week – Proclamation

Chief Bartol introduced the proclamation and **Mayor Gamba** proclaimed May 14 through May 20, 2017, to be National Police Week in Milwaukie.

F. Mental Health Awareness Month – Proclamation

Michelle Vinker, Executive Director of the National Alliance on Mental Illness (NAMI) of Clackamas County, introduced the proclamation. Council commented on the importance of NAMI's work in the community and **Ms. Vinker** noted the impact of housing and access to treatment on a person's ability to cope with mental illness. **Mayor Gamba** proclaimed May 2017 to be Mental Health Awareness Month in Milwaukie.

Council President Batey and **Mayor Gamba** asked staff to use the City's social media platforms to promote the issues and causes related to Council proclamations.

3. CONSENT AGENDA

Councilor Abma asked that Item 3. B. be removed for separate consideration.

Council President Batey asked if the reference to the Department of Consumer and Business Services (DCBS) in Item 3. C. was correct and **Ms. Ober** confirmed that DCBS was the state agency that housed the State Building Division.

It was moved by Councilor Parks and seconded by Council President Batey to approve the consent agenda minus item B.

A. City Council Meeting Minutes:

1. April 18, 2017, Work Session;
2. April 18, 2017, Regular Session; and
3. April 23, 2017, Council Retreat.

~~**B. Resolution 53-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, authorizing the City Manager to execute a contract for the design and construction of the Kellogg Creek Bridge (#22142) Replacement Project and declaring an emergency.**~~
Removed for discussion

C. Resolution 54-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, to update a Memorandum of Agreement (MOA) with the Department of Consumer Business Services and the City of Milwaukie.

D. Resolution 55-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, authorizing the City Manager to enter into a five-year lease with Pacific Office Automation for multi-purpose copiers.

E. Resolution 56-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, authorizing the City Manager or her designee to enter negotiations on compensation and scope of services with the selected engineering firm for the Washington Street Storm Replacement Project.

Motion passed with the following vote: Councilors Batey, Parks, Abma, and Falconer, and Mayor Gamba voting “aye.” [5:0]

B. Kellogg Creek Bridge Contract – Resolution (Removed from the Consent Agenda for separate consideration)

Councilor Abma explained that he had asked for Item 3. B. to be removed from the Consent Agenda to confirm that the amount being authorized for the project was more than the contractor bid. **Mr. Buen** and **Mr. Eaton** explained that a 5% contingency fund had been added to the project budget to cover unknown costs.

Councilor Abma remarked on the positive impact of including a diversity, equity, and inclusion clause in the contract. He asked staff to follow-up with the contractor to ensure that they comply with the diversity requirements. **Mr. Eaton** reported that the City had little control over the contract language as the project would be funded by the Federal Emergency Management Administration (FEMA). He noted that FEMA would provide a list of approved sub-contractors to be given priority in the project.

Mayor Gamba asked if Clackamas County Water Environment Services (WES) had taken any responsibility for the bridge project. **Mr. Eaton** reported that WES' contributions to the project were being negotiated. **Ms. Ober** remarked that part of the negotiation with WES was about the long-term maintenance of the bridge. **Mr. Eaton** noted that whatever WES agreed to would be presented to Council as an amendment to the City's intergovernmental agreement (IGA) with WES.

Mayor Gamba asked if the bridge design had been reviewed by fish biologists and if it took into consideration the removal of the adjacent dam. **Mr. Buen** and **Mr. Eaton** reported that the contractor was aware of all the factors around the bridge as the request for proposals (RFP) had included information and questions about how the bridge was to be built to accommodate changes to the dam and restored riverbanks.

Councilor Falconer asked if most City contracts included a diversity clause and if such clauses were stricter than the one in the proposed contract. **Mr. Eaton, Mr. Ramis, and Mr. Buen** reported that the City includes such clauses when required to by funding agencies like FEMA. **Mr. Ramis** remarked on which State Law currently allowed cities to require in terms of sub-contracting diversity.

The group discussed the City's efforts to document contractor compliance with diversity clauses. **Ms. Ober** reported that staff would be updating the City's contracting and procurement policies and would ensure that diversity clauses would be included.

It was moved by Council President Batey and seconded by Councilor Falconer to approve Consent Agenda Item 3. B. Motion passed with the following vote: Councilors Batey, Parks, Abma, and Falconer, and Mayor Gamba voting "aye." [5:0]

Resolution 53-2017:

A Resolution of the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, authorizing the City Manager to execute a contract for the design and construction of the Kellogg Creek Bridge (#22142) Replacement Project and declaring an emergency.

Mr. Eaton distributed a concept drawing of the new Kellogg Creek Bridge.

Mayor Gamba reported that he had seen utility markings along the new 17th Avenue multi-use pathway. Staff noted they would check to see who had made the markings.

Riverfront Park Beach Area Emergency Repair (Moved from the May 16, 2017, Work Session Agenda)

Mr. Eaton introduced Ken Vigil, Northwest Hydrology Leader with Environmental Service Associates (ESA), the consultant working on the beach repair project. **Mr. Eaton** provided a brief overview of the project and explained that the primary question for Council to consider was whether the beach area should be reconstructed to the original design or to a new design aimed at mitigating future beach damage. He noted that the beach had not been built to the original design and that the location of the beach was highly susceptible to erosion events.

Mayor Gamba and **Mr. Eaton** commented on why the beach had not been built to the original design and noted the impact of water runoff on the beach from the grass area.

The group discussed the need to provide beach access to non-motorized watercraft users while mitigating damage to the beach from different causes of erosion. **Mr. Eaton** and **Mayor Gamba** remarked on the repair work related to the nearby sanitary sewer manhole that had possible stormwater infiltration issues.

Mr. Eaton reviewed the proposed design concept. He reported that FEMA would only cover project costs related to restoring the beach to the original design and that the City had budgeted funds for the project. He summarized that staff was looking for Council direction as to which design option to pursue.

Mayor Gamba and **Mr. Vigil** discussed the proposed design concept aimed at mitigating erosion issues and the community's interest in water access for users of non-motorized watercraft. They noted the proposed stair design and the types of plantings to be done. **Mr. Vigil** noted that since the goal was to achieve multiple objectives in repairing the beach, no other parts of Riverfront Park had been considered for a beach location. The beach would be a summer-only launch point. **Mr. Eaton** pointed out that the project had been constrained by the park's original design concept.

Council President Batey and **Mr. Eaton** discussed why the beach had eroded and how to modify the boat ramp dock to be more accessible to non-motorized watercraft.

Mayor Gamba and **Mr. Vigil** remarked on the possibility of planting low-growing grasses to allow year-round water access for non-motorized watercraft.

Mr. Eaton reviewed permit and regulatory limitations on the project based on the location of the beach and other mitigation work in the park. He noted that the in-water work permit only allowed for a limited amount of time each year to work on the beach.

Mayor Gamba asked if staff and the consultant could reassess the mitigation design concept to include low-growing plants. **Mr. Vigil** confirmed the design could be modified and noted the tight project deadlines if the repair work was to be done in 2017. **Council President Batey** expressed support for getting the beach repaired this year.

The group discussed details of the proposed mitigation design including the dimensions of the proposed staircases and vegetation to be planted. They noted the tight deadlines for finalizing the design concept if the beach repair work was to be done this year. **Mr. Vigil** confirmed that the mitigation design should stabilize the slope using techniques that had worked in other parts of the park.

Mayor Gamba and **Mr. Vigil** discussed the feasibility of planting a mix of low-growing vegetation to allow year-round water access, and they commented on the type of rocks and boulders that should be installed for the staircases.

The group discussed the proposal to install two sets of steps instead of the original design's single wide steps. **Mr. Eaton** and **Mr. Vigil** noted the limitations of the existing work permit and the need to balance water access and erosion control measures.

Ms. Ober and **Mr. Eaton** confirmed that funding for the project had been budgeted and that Council was asked to make a policy decision on the project design.

The group remarked on the visibility of the project, the limitations placed on the dock design by the United States Army Corps of Engineers, and other ways to provide water access for use of non-motorized watercraft. **Council President Batey** suggested signage and a public outreach effort regarding who could use the dock.

Mr. Vigil remarked that he would review the geometry of the project and the type of vegetation to be planted to make the beach more conducive for high water launching.

It was Council consensus to proceed with the proposed mitigation design concept.

4. AUDIENCE PARTICIPATION

Mayor Gamba reviewed the Audience Participation procedures and **Ms. Ober** reported that there was no follow-up report from the May 2, 2017, Audience Participation. It was noted that no members of the audience wished to address Council.

5. PUBLIC HEARING

None scheduled.

6. OTHER BUSINESS

A. ~~Housing Goal Staffing Update~~ (Removed from the Agenda)

B. Expedited Annexation of 5989 and 6115 Harmony Road – Ordinance

Mr. Levitan provided a brief overview of the proposed annexation that involved three parcels of land. He reported that annexation of the existing apartment complex was required and that the applicant had requested system development charge (SDC) credits to offset the increase in taxes that would come with annexation. He noted that a representative of the applicant, Steve Kay, Land Use Consultant with Cascadia Planning and Development Services, was present to answer questions. He reported that an email regarding the annexation had been received on May 16, 2017.

Council President Batey and **Mr. Levitan** noted that the applicant had met with City staff and Clackamas County for pre-application meetings regarding possible development plans. **Mr. Levitan** confirmed that the City provided urban services to part of the apartment complex that was already in City Limits. He noted that the applicant only proposed to develop the land south of the creek.

Mr. Kay explained that the applicant had initially disputed the City's requirement that both 6115 and 5989 Harmony Road had to be annexed and that the applicant had concerns about the increased tax costs for apartment residents. **Mayor Gamba** and **Mr. Kay** noted that the apartment complex had recently been upgraded which had likely caused the applicant's property taxes to increase.

Mr. Kay noted Council's concern about housing and asked that the applicant's request for SDC credits be considered through a developer agreement or Council resolution.

Mayor Gamba and **Mr. Kay** noted that the applicant was planning to add 12 units of townhome apartments at 5989 Harmony Road and that the applicant would like to do as much as possible to avoid raising tenant rents.

Councilor Abma and **Mayor Gamba** noted that the Planning Commission would have to decide on granting any SDC credits.

It was moved by Councilor Parks and seconded by Councilor Abma to approve the first and second reading by title only and adoption of the Ordinance annexing tracts of land identified as Tax Map 1S2E31D, Lots 02100, 02200, and 02290 and located at 5989 SE Harmony Road and 6115 SE Harmony Road into the City Limits of the City of Milwaukie. (File #A-2017-001) Motion passed with the following vote: Councilors Batey, Parks, Abma, and Falconer, and Mayor Gamba voting "aye." [5:0]

Ms. Ober read the ordinance two times by title only.

Mr. Stauffer polled the Council with Councilors Batey, Parks, Abma, and Falconer, and Mayor Gamba voting "aye." [5:0]

ORDINANCE 2149:

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, ANNEXING TRACTS OF LAND IDENTIFIED AS TAX MAP 1S2E31D, LOTS 02100, 02200, AND 02290 AND LOCATED AT 5989 SE HARMONY ROAD AND 6115 SE HARMONY ROAD INTO THE CITY LIMITS OF THE CITY OF MILWAUKIE. (FILE #A-2017-001)

Mayor Gamba recessed the Regular Session at 8:10 p.m. and reconvened the Regular Session at 8:21 p.m.

C. Community Attitude Survey Presentation

Mr. Nieman introduced Ben Patinkin, Principal at Patinkin Research Strategies (PRS), the consultant on the Community Attitude Survey project. They noted when the online survey results had been pulled for presentation to Council.

Mr. Nieman provided background information on the deployment and funding of the survey and explained that the purpose of the survey was to get baseline dataset on how the public felt about various City services and activities.

Mr. Patinkin and **Mr. Nieman** explained the survey's methodology and noted that results were solicited via a traditional phone survey of 500 Milwaukie residents and an online survey announced through an email blast to the City's utility customers.

Mr. Patinkin reviewed response data from individual questions asked in the survey and the group discussed various questions and response data.

Mr. Nieman reported that the survey was meant to help prioritize City activities in preparation of the 2018 budgeting cycle and the ongoing visioning process. **Ms. Ober** and **Mr. Nieman** suggested that another survey would be done in a year or two and they commented on the development of the survey's questions.

Councilor Abma thanked Mr. Patinkin and staff for their work on the survey and the group commented on the community's very favorable ratings of the Milwaukie Police Department (MPD).

D. Council Input on Legislative, Regional, and County Issues

Ms. Ober reported that staff had no legislative updates. The group noted that Council had received legislative updates from State Representative Karin Power and the League of Oregon Cities (LOC), as well as information on the City of Happy Valley's possible departure from the North Clackamas Parks and Recreation District (NCPRD).

E. Council Reports

Mayor Gamba announced that the City's Community Visioning survey was still available online and that the Milwaukie Pioneer Cemetery Association was looking for volunteers. He noted upcoming events including a plant sale sponsored by the Ardenwald-Johnson Creek Neighborhood District Association (NDA), City Manager drop-in meetings, National Senior Health and Fitness Day activities at the Milwaukie Center, and June 2017 First Friday activities. He reported that the City and Mercy Corps Northwest would be providing a business foundation course.

Council President Batey reported that the Friends of the Ledding Library (FOLL) had raised \$10,000 from their recent plant sale and she remarked on the strong start for the Milwaukie Sunday Farmers Market 2017 season.

Councilor Parks announced that the Milwaukie Public Safety Foundation (MPSF) would be holding its annual "9k for K9" walk in July 2017.

Councilor Abma thanked the residents of Milwaukie for electing him to the Council at the May 16, 2017, Special Election.

7. INFORMATION

8. ADJOURNMENT

It was moved by Councilor Parks and seconded by Councilor Falconer to adjourn the Regular Session. Motion passed with the following vote: Councilors Batey, Parks, Abma, and Falconer, and Mayor Gamba voting "aye." [5:0]

Mayor Gamba moved to adjourn the regular session at 9:48 p.m.

Respectfully submitted,

Scott S. Stauffer, City Recorder

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Mitch Nieman, Assistant to the City Manager
From: Scott Stauffer, City Recorder

Date: 6/5/17 for 6/20/17

Subject: **Certification of the May 2017 Special Election Results**

ACTION REQUESTED

Acknowledge and certify the results of the election held on Tuesday May 16, 2017, as reported by the Office of the Clackamas County Clerk and the Multnomah County Elections Division.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

On January 8, 2017, Karin Power resigned from Council Position 4 to take a seat in the Oregon House of Representatives. Council conducted an application process to appoint an interim Councilor to Position 4 until a Special Election could be called to fill the vacant position.

On January 17, 2017, Shane Abma was appointed by Council to serve as interim Councilor.

On May 16, 2017, a Special Election was held in which Shane Abma was elected to complete the remainder of the term begun in January 2015 by Karin Power. Councilor Abma's current term will end on December 31, 2018.

ANALYSIS

Pursuant to Milwaukie City Charter Chapter IV. Section 13. Election Returns, election results "shall be made a matter of record in the record of the proceedings of the Council", accordingly the Office of the City Recorder (OCR) requests that Council adopt a resolution acknowledging and certifying the results of the May 16, 2017, Special Election.

Further, the City Charter (Chapter IV. Section 13.) directs that Certificates of Election shall be issued to each elected person. Therefore, the OCR will issue the attached certificate to the individual elected to the Council at the May 16, 2017, Special Election.

BUDGET & WORKLOAD IMPACTS

None.

COORDINATION, CONCURRENCE, OR DISSENT

The OCR received the attached certified election results from the Office of the Clackamas County Clerk and the Multnomah County Elections Division.

STAFF RECOMMENDATION

Staff recommends that the results of the May 16, 2017, Special Election be adopted by resolution.

ALTERNATIVES

Not applicable.

ATTACHMENTS

1. Resolution
2. Election Results
3. Certificate of Election

 CITY OF MILWAUKIE
COUNCIL **RESOLUTION No.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
CERTIFYING THE RESULTS OF THE MAY 16, 2017, SPECIAL ELECTION.**

WHEREAS, Chapter IV. Section 13. of the Milwaukie City Charter requires election results to be made a matter of record in the proceedings of the City Council; and

WHEREAS, the election results from the May 16, 2017, Special Election have been certified by the Office of the Clackamas County Clerk and the Multnomah County Elections Division.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie that:

Section 1: The certified election results, attached incorporated herein as “Exhibit A” and, are hereby made a part of the record of proceedings of the City Council.

Section 2: This Council Resolution is effective immediately upon adoption.

Introduced and adopted by the City Council on **June 20, 2017**.

This resolution is effective immediately.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney



CLACKAMAS COUNTY

Office of County Clerk

SHERRY HALL
CLERK

1710 Red Soils Ct. Ste 100
OREGON CITY, OR 97045
503.722.6086

Scott Stauffer, City of Milwaukie Recorder
10722 SE Main Street
Milwaukie, OR 97222

June 5, 2017

Dear Scott

Attached are the certified results of the May 16, 2017 Election.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steve", is written over a faint circular stamp.

Steve Kindred – Deputy Clerk, Elections Manager

Board of Property Tax Appeals
1710 Red Soils Court, Ste 100
Oregon City, OR 97045
503.655.8662
FAX 503.650.5687

Elections Division
1710 Red Soils Court, Ste 100
Oregon City, OR 97045
503.655.8510
FAX 503.655.8461

Recording Division
1710 Red Soils Court Ste 110
Oregon City, OR 97045
503.655.8551
FAX 503.650.5688

Records Management Division
1810 Red Soils Court, Ste 120
Oregon City, OR 97045
503.655.8323
FAX 503.655.8195

Canvass Results

May 2017 Special District Election

Run Time 2:47 PM

Run Date 05/31/2017

Clackamas County

Special District Election

5/16/2017

Page 1 of 274

Official results

Registered Voters

55369 of 271779 = 20.37 %

City of Milwaukie, Councilor, Position 4 - Vote for one - unexpired term

Precinct	Shane Abma	Cast Votes	Undervotes	Overvotes	Write-in	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
051	447	447	86	1	11	545	545	3107	17.54 %
052	393	393	100	0	16	509	509	3260	15.61 %
053	311	311	60	0	8	379	379	2723	13.92 %
054	362	362	106	0	9	477	477	2614	18.25 %
055	333	333	106	1	18	458	458	2865	15.99 %
Totals	1846	1846	458	2	62	2368	2368	14569	16.25 %



CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK

BY: 

RS13

Official Precinct Results - City of Milwaukie
May 16, 2017 Special Election - Multnomah County
All Precincts, CITY OF MILWAUKIE (JT), City Councilor Position 4
Total Ballots Cast: 0

Page: 1 of 1
2017-06-01
12:52:28

City Councilor Position 4 (Vote for 1)

Precinct	Ballots Cast	Reg. Voters	Total Votes	Shane Abma		Write-in		Over Votes	Under Votes
Precinct 4102	0	0	0	0	0.00%	0	0.00%	0	0
Total	0	0	0	0	0.00%	0	0.00%	0	0

Certificate

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.



Tim Scott, Director of Elections
Multnomah County, Oregon

Certificate of Election



This is to Certify that at the Special Election held on
May 16, 2017

in the City of Milwaukie, County of Clackamas, State of Oregon,

Shane Abma

was duly and properly elected to the **Office of City Council Position No. 4**
for a term of office ending **December 31, 2018.**

In Witness Whereof, I have hereunto set my hand
and affixed the seal of the City of Milwaukie, on
this **20th** day of **June, 2017.**

Scott S. Stauffer, City Recorder



 CITY OF MILWAUKIE
COUNCIL STAFF REPORT

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Jason Wachs, Community Programs Coordinator
From: Scott Stauffer, City Recorder, and
Amy Aschenbrenner, Administrative Specialist II
Subject: **Appointments to Boards and Commissions**

ACTION REQUESTED

Consider approving a resolution making an appointment to a City committee.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Appointments to City boards and commissions are made on an as-needed basis.

ANALYSIS

Authority to fill vacancies on City boards and commissions is granted to the Mayor and Council by Section 26 of the Milwaukie City Charter. Council and staff liaisons conduct interviews with interested applicants and provide appointment recommendations which are then considered by the entire Council. Appointed individuals serve for a term length determined by the Milwaukie Municipal Code (MMC). Upon the completion of a term, if the individual is still eligible to serve, they may be re-appointed with the Council's consent.

Certain boards and commissions have positions that are filled by individuals nominated by neighborhood district associations (NDAs); NDA-nominated appointments are noted below.

BUDGET IMPACTS

There are no fiscal impacts associated with the recommended actions.

WORKLOAD IMPACTS

There are no workload impacts associated with the recommended actions.

COORDINATION, CONCURRENCE, OR DISSENT

Staff and members of Council concur on the recommended actions.

STAFF RECOMMENDATION

Staff recommends making the following re-appointment:

Public Safety Advisory Committee (PSAC)

Position	Name	Term Start Date	Term End Date
1	Nicole Perry (re-appointment)	7/1/2017	6/30/2019

ALTERNATIVES

Council could decline to make the recommended appointments.

ATTACHMENTS

1. Appointing Resolution

 CITY OF MILWAUKIE
COUNCIL **RESOLUTION No.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
MAKING APPOINTMENTS TO CITY BOARDS AND COMMISSIONS.**

WHEREAS, Milwaukie Charter Section 26 authorizes the Mayor, with the consent of the Council, to make appointments to City boards and commissions; and

WHEREAS, the Milwaukie Municipal Code (MMC) authorizes neighborhood district associations (NDAs) to nominate NDA residents to serve on certain City boards and commissions; and

WHEREAS, board and commission vacancies exist; and

WHEREAS, members of Council and staff recommend the following qualified individuals be re-appointed to a City committee:

Public Safety Advisory Committee (PSAC)

Position	Name	Term Start Date	Term End Date
1	Nicole Perry (At-Large, re-appointment)	7/1/2017	6/30/2019

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the individuals named in this Resolution are hereby appointed to the identified boards and commissions of the City of Milwaukie for the term dates noted.

Introduced and adopted by the City Council on **May 2, 2017**.

This resolution is effective immediately.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney



**Regular Session
Agenda Item No.**

5

Public Hearing

 CITY OF MILWAUKIE
COUNCIL STAFF REPORT

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Haley Fish, Finance Director
From: Bonnie Dennis, Assistant Finance Director

Date: 5/15/2017 for June 6, 2017

Subject: **FY 2018 Master Fee Schedule Update**

ACTION REQUESTED

Adopt by Resolution and updated 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 fiscal year of applicability. The most recent fee schedule was adopted in June 2016 for FY 2017.

ANALYSIS

The attached Master Fee Schedule (a red-line version and a clean version are both provided as attachments to the adopting Resolution), if adopted, would go into effect on July 1, 2017. 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 overarching goal is to accurately recover City costs incurred, per the City's adopted fiscal policies:

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 significant changes in this year's update are:

- Continues improvement to the formatting and presentation of the document.
- General updates based on Ordinances adopted in the previous fiscal year.
- Update to billable hourly rates schedule to incorporate increases in personnel costs.
- Overall increases in Building Permits by 2.2% per the Consumer Price Index (CPI)
- Increase to Business Registration Fees by 2.5% related to increases in personnel costs.
- Addition of a Daily Permit for downtown parking fees.
- Clarification to a Parking Variance fee for downtown spaces.
- Incorporation of the Downtown Parklet Use Fee that was recently adopted by Council.
- Addition of Engineering fees previously adopted but not added to prior Fee Schedules.
- Fees in Lieu of Construction (FILOC) increases based on CPI
- Planning reducing the Variance to Fence Height (Type II) to \$500
- Indexing of applicable system development charges (SDC's).
- Increases in utility rates as suggested by the CUAB for water, wastewater, stormwater and transportation.

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

BUDGET IMPACTS

Changes in the Master Fee Schedule will have various impacts City-wide, but none are expected to substantially alter Fund budgets.

WORKLOAD IMPACTS

There will be minimal impacts City-wide to update the fees in the current systems in place.

COORDINATION, CONCURRENCE, OR DISSENT

Changes and updates were solicited from all department heads.

STAFF RECOMMENDATION

Adopt the Master Fee Schedule for FY 2018.

ALTERNATIVES

A delay in adoption would leave current fees in place.

ATTACHMENTS

1. FY 2018 Master Fee Resolution
2. FY 2018 Master Fee Schedule – Clean version
3. FY 2018 Master Fee Schedule – Redline version



CITY OF MILWAUKIE

COUNCIL RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, REVISING FEES AND CHARGES AS SHOWN IN ATTACHMENT 1 AND UPDATING THE MASTER FEE SCHEDULE OF THE CITY OF MILWAUKIE FOR FISCAL YEAR 2018.

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, committees, and City staff and has determined the cost of such fees and charges; and

Now, Therefore, be it Resolved that:

- Section 1. The City of Milwaukie "Fees" document included as Attachment A to this resolution is hereby adopted.
- Section 2. The resolution supersedes previously adopted fee resolutions, clerical errors and omissions excepted.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney



CITY OF MILWAUKIE



MASTER FEE SCHEDULE

FY 2018



City of Milwaukie, Oregon

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, wastewater, and surfacewater 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.

Fee Variance and Waiver 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.

A waiver or reduction request must be in writing and communicated to Council to allow opportunity for comment. If the City Manager or his designee agrees to said waiver or reduction, he/she shall inform the City Council, in writing, of the request and his/her decision, except in minor matters (defined as waivers or reductions valued at \$1,000 or less).

Effective Dates and Resolutions

The FY 2018 Master Fees Schedule fees are effective as of July 1, 2017 with the adoption of resolution #R-2017, adopted by City Council on June 20, 2017, unless otherwise noted.

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1. ADMINISTRATION**a. 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. The City Manager and/or department directors are authorized to adjust calculated billings to reflect the impact of unusual circumstances or situations.

Department	Hourly Rate
Community Development and Public Works Administration	
Community Development Director	\$ 140
Right of Way Coordinator	80
Administrative Supervisor	70
Administrative Specialist III	65
Administrative Specialist II	60
Engineering	
Engineering Director	125
Civil Engineer	95
Associate Engineer	80
Engineering Technician	70
Engineering Intern	45
Planning	
Planning Director	120
Senior Planner	95
Associate Planner	80
Assistant Planner	75
Building	
Building Official/Inspector	110
Permit Technician	65

Billable Hourly Rates, continued

Department	<u>Hourly Rate</u>
Operations	
Public Works Director	\$ 125
Operations Supervisor	95
Facilities Maintenance Coordinator	80
Shop Foreman	80
Water Quality Coordinator	75
Asset Management Technician	70
Mechanic	65
Facilities Maintenance Technician	65
Utility Worker II	65
Utility Worker I	60
Code Compliance	
Code Compliance Coordinator	70
Parking Enforcement Officer	50

2. BUILDING

Building fees include structural, mechanical, plumbing, and electrical charges. Fees are applicable to residential, commercial, and industrial properties unless otherwise specified.

a. Structural Permits¹

Valuation shall be calculated in accordance with OAR 918-050-0100
(Residential/Commercial/Industrial):

Permit	Base Fee	Plus each additional \$1,000 over Base Value
\$1 to \$5,000	\$ 128.14	\$ -
\$5,001 to \$25,000	128.14	13.25
\$25,001 to \$50,000	393.14	9.84
\$50,001 to \$100,000	639.14	6.62
Over \$100,000	970.14	5.60
Minimum permit fee	\$ 128.14	\$ -
Permit Fee Table for New Single Family Houses & New Accessory Dwelling Units Only:		
\$1 to \$5,000	\$ 128.14	\$ -
\$5,001 to \$25,000	128.14	9.27
\$25,001 to \$50,000	314.68	6.89
\$50,001 to \$100,000	486.93	4.63
\$100,001 to \$170,000	718.43	3.91
Over \$170,000	1,355.13	5.60
Minimum permit fee	\$ 128.14	\$ -
Stand-alone Fire Suppression Systems (require a backflow device installed by licensed plumbing contractor or person exempt from licensing):		
0 sq. ft. to 2,000 sq. ft.		\$ 150.17
2,001 sq. ft. to 3,600 sq. ft.		225.51
3,600 sq. ft. to 7,200 sq. ft.		281.90
7,201 sq. ft. and greater		\$ 524.84
Fire and Life Safety Plan Review Fee (commercial only) ²	50% of the structural permit fee	
Seismic Site Hazard Report Review (commercial only)	1% of the structural & mechanical fees	
Initial Plan Review Fees	75% of the permit fee	
Plan Review Fees Required/Requested by Changes, Additions, Revisions	\$ 75/hr. (minimum one hour)	
Third Party Plan Review Fee (for transfer of plan review to a third party)	10% of the permit fee (\$65 minimum)	
Residential Solar PV Installation	\$ 100	
Investigation Fee	\$ 105 per hour (minimum one hour)	

¹ Permit fees are calculated based on the total valuation and square footage of the improvements.

² Based on valuation of total improvements or \$50.00/hr. to review a Fire and Life Safety Master Plan.

b. Mechanical Permits**Residential:**

Fees per current Mechanical Permit Application:

Minimum Permit Fee \$ 139.41**HVAC – for the installation of:****Air handling unit including ducts:**

Up to 10,000 cfm 24.60

Over 10,000 cfm 27.68

Air conditioning/heat pump (site plan required) 43.06

Alteration of existing HVAC system 20.00

Boiler/compressor 20.00

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

Up to 100,000 BTU/H 20.00

Over 100,000 BTU/H 23.58

Vent for other than furnace 20.00

Install/relocate/replace heaters (room, suspended, wall- or floor-mounted) 20.00

Environmental Exhaust and Ventilation – for the installation of:

Appliance vent 16.40

Dryer exhaust 13.32

Each hood that is served by a mechanical exhaust or air conditioning 11.27

Exhaust system and single duct (bath fan) each 9.23

Exhaust system apart from heating or air conditioning 13.32

Fuel Piping and Distribution*LPG-NG-Oil fuel piping:*

Up to 4 outlets (including gas tag) 23.58

Each additional outlet over 4 2.57

Other Listed Application or Equipment

Decorative fireplace or insert 37.93

Woodstove/pellet stove 50.23

For each appliance or piece of equipment regulated by the Code but not classed in another appliance category for which no other fee is listed in the Code, or for which there is an alteration or extension of an existing mechanical system. 20.00

Plan Check Fee 25% of the permit fee**Investigation Fee** \$ 105 per hour (minimum one hour)

Mechanical Permits (cont.)**Commercial/Industrial:**

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.

Permit Fee:	Base Fee	Plus each additional \$1,000 of BV
\$1 to \$5,000	\$ 139.41	\$ -
\$5,001 to \$10,000	139.41	2.16
\$10,001 to \$100,000	247.41	16.40
Over \$100,000	1,723.41	11.15
Minimum permit fee	\$ 139.41	\$ -

Plan Review Fees 25% of the permit fee

Plan Review Fees Required/Requested by Changes, Additions, Revisions \$ 75 per hour
(minimum one hour)

Investigation Fee \$ 105 per hour (minimum one hour)

c. Plumbing Permits

Minimum Permit Fee (Residential/Commercial/Industrial) \$ 135.30

Utilities per 100 feet (Residential/Commercial/Industrial) 102.50

Catch basin 45.10

Drywells each 45.10

Footing drain (per 100 linear feet) 88.15

Rain drain connector 45.10

Manholes each \$ 88.15

Additions, Alterations, and Repairs (Residential/Commercial/Industrial) \$28.70/fixture

Residential:

Fees per current Plumbing Permit Application

Total Bathrooms Per Dwelling

1 bath dwelling (includes 1 kitchen) \$ 559.28

2 bath dwelling (includes 1 kitchen) 618.06

3 bath dwelling (includes 1 kitchen) 734.05

Additional bathroom/kitchen \$ 292.35

Includes the first 100 ft. of water piping, wastewater and stormwater lines, hose bibs, icemakers, under floor low point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system.

Interior Piping (per 100 linear feet)

1st Floor \$ 88.15

Each additional floor \$ 30.75

Plumbing Permits (cont.)**Multipurpose or Continuous Loop Fire Suppression Systems**

0 sq. ft. to 2,000 sq. ft.	\$ 150.17
2,001 sq. ft. to 3,600 sq. ft.	225.51
3,601 sq. ft. to 7,200 sq. ft.	281.90
7,201 sq. ft. and greater	\$ 524.84

Commercial/Industrial:

Fees per current Plumbing Permit
Application

Interior Piping (per 100 linear feet/per fixture) \$ 28.70

Initial Plan Review Fees 30% of the plumbing permit fee

Plan Review Fees Required by Revisions or Additions, Revisions \$ 75 per hour
(minimum one hour)

	Base Fee	Plus each additional \$100 of BV
Medical Gas Permits		
\$1 to \$6,500	\$ 85	\$ -
\$6,501 to \$10,000	85	1.73

		Plus each additional \$1,000 of BV
\$10,001 to \$100,000	145.50	10.50
Over \$100,000	1,090.50	7.25
Minimum Permit Fee	\$ 85	\$ -

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

Annual Adjustment. Structural, mechanical, and plumbing designated permit fees 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. Current year CPI-W is 2.2%.

d. Electrical Permits**Residential/Commercial/Industrial:**

Fees per current Electrical Permit Application

Residential single family houses, includes attached garage

1,000 sq. ft. or less	\$ 270
Ea. Add'l 500 sq. ft. or portion	55
Limited energy	109

Electrical Permits (cont.)**Services or feeders installation, alterations, and/or relocation**

200 amps or less	161
201 amps to 400 amps	213
401 amps to 600 amps	321
601 amps to 1,000 amps	482
Over 1,000 amps or volts	\$ 882

Temporary services or feeders installation, alteration, and/or relocation

200 amps or less	\$ 94
201 amps to 400 amps	200
401 amps to 599 amps	270

Branch circuits

Branch circuits without service or feeder, 1 st circuit	90
Branch circuits without service, each additional circuit	12
Branch circuits with service, each circuit	12

Miscellaneous (service or feeder not included)

Each manufactured or modular dwelling, service, and/or feeder	109
Reconnect only	109
Pump or irrigation circle	109
Sign or outline lighting	109
Signal circuit(s) or limited energy panel, alteration or extension (commercial/industrial only)	109
Each additional inspection over the allowable	\$ 85

Investigation Fee

\$ 105 per hour
(minimum one hour)

e. Other Inspections and Fees**Inspections Outside of Normal Business Hours**

(must be preapproved by applicant) \$ 98/hr.
(minimum two hour)

Inspections for which no fee is specifically indicated

(must be preapproved by applicant) \$ 75/hr.

Re-inspection Fee

\$ 75/hr.

Replacement Sheets (each)

\$ 23/sheet

Investigation Fee

\$ 105 per hour (minimum one hour)

Residential:**Manufactured Dwelling and Cabana Installation Permits**

\$ 445

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.

Other Inspections and Fees (cont.)

Earthquake-resistant bracing	\$ 135
Re-inspection	135
Statewide Code Development, Training and Monitoring Fee (in addition to all other manufactured dwelling fees and charges)	30

Commercial/Industrial:

Plan Reviews Not Designated Elsewhere	30% of the permit fee
Certificate of Occupancy	180
Temporary Certificate of Occupancy	180
Change of Use/Occupancy	300
Deferred Submittal Fee (in addition to project plan review fee) ¹	\$250 + 10% of deferred item permit fee per deferred submittal (minimum \$300)
Phased Permit Fee (in addition to project plan review fee) ¹	\$250 + 10% of the total project permit fee per phase (minimum \$300, not to exceed \$1,500 per phase)

f. Permit Related Fees

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

Building Moving/Demolition Permits

2,000 sq. ft. or less	\$ 78
Each additional 1,000 sq. ft.	38
Plan Review Fee	75% of the permit fee

Prefabricated Structures

Per current permit fees

Temporary Structures

Per current permit fees

Manufactured Dwelling Parks and Mobile Home Parks²

Per current State permit fee

Recreational Parks and Organizational Camps²

Per current State permit fee

Administrative fee for refunds

20% of the permit fee

Miscellaneous Building Valuations:**Retaining Walls**

To 8 ft. high, including footing	\$ 254/lin. Ft.
Over 8ft. high	\$ 276/lin. Ft.

Fences

Over 6ft. to 8ft. high	\$ 15/lin. Ft.
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¹ OAR 918-050-0170.

² OAR. Division 650. Table 1 plus 30%.

Permit Related Fees (cont.)

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.

Crawl Space Foundations

For house moves, modular, etc. \$ 7.50/sq. Ft.

Accessory Buildings

With floor slab \$ 55/sq. ft.

Without floor slab \$ 28/sq. ft.

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 above

Swimming Pools (pool only/deck extra)

Concrete or unite \$ 70/sq. ft.

Plastic below ground \$ 45/sq. ft.

g. In-Fill and Grading**In-Fill and Grading Permit and Plan Review Fees for each**

1 to 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 cost¹

Other Inspections and Fees

Inspections Outside of Normal Business Hours \$ 75/hr. (minimum two hour)

Re-Inspection Fee \$ 75/hr.

Inspections for which no fee is specifically indicated \$ 75/hr.

(must be preapproved by applicant)

¹ Cost to include supervision, overhead, equipment, hourly wages, and benefits of employees involved.

3. BUSINESS REGISTRATION

Business Registration is required annually for all businesses doing business in the City.

Standard base fee	\$ 125
New business commencing between July 1 and December 31	65
Change in business ownership fee	10
Fee for each FTE	7
Temporary Business (2 weeks or less)	30

Delinquent Registration	10% of the original business tax plus interest at 9% per annum from the due date until full payment is received
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Metro Business License versus City Business Registration or Both:

Instead of obtaining separate business licenses/registrations within each Portland-area city that you conduct business in, you can purchase a single license from Metro to construct, alter, and repair structures in 20 cities that have licensing/registration requirements in the metropolitan area, excluding Portland. The license covers all construction trades, both commercial and residential, as well as all landscape contractors. 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 503-797-1620 or visit their website at: <http://www.oregonmetro.gov/tools-working/regional-contractors-business-license>

4. DOWNTOWN PARKING

Downtown employees can purchase a permit for designated permit spaces. Customers and visitors of downtown Milwaukie can use the short-term parking spaces.

Parking Permit Fees

Daily Permit	\$ 5
Monthly Permit	40
Quarterly Permit	115
Discount for Bulk Pass Purchase (>10)	10%
Replacement Pass (each)	5
Parking Variance ¹	\$ 30

Downtown Parklet Use Fees

Downtown parklets are reviewed through Engineering. Additionally, Parklets incur a use fee for the parking spaces which are due upon application approval.

	Engineering Fees
Parklet Permit Fee	\$ 150
Parklet Renewal Fee	95
Parklet Plan Review	\$ 150

	Monthly Use Fee Per Parking Space
Private Seasonal Platform	\$ 20
Hybrid Parklet (25% discount from Private)	15
Public Parklet	No fee for parking space use

Additional incurred costs (if applicable)	TBD based on location
Signage for Public and Hybrid parklets	\$ 95

¹ Parking variance is subject to City approval for events and/or construction parking. Fee is charged per parking space and would be issued for no longer than a 2 week period.

5. ENGINEERING

Engineering fees consist of inspections, permits, printed and electronic maps, as well as erosion control charges.

a. Inspections and Permits

Right-of-Way Permit Applications	
Construction Permit Application	\$ 250
Tree Removal or Major Pruning Permit	50
Sidewalk Permit	50
Right-of-Way Use Permit	50
Major Encroachment Permit Application	150
Minor Encroachment Permit Application	50
Right-of-way Re-inspection (beyond standard of 2)	95
Painted Intersection Permit	\$ 50
Subdivision Construction Inspection ¹	5.5% of Total Const. Cost (min. \$500)
Public Improvement Construction Inspection ²	5.5% of Total Const. Cost (min. \$500)
Street Opening Deposit	\$ 25 per square foot, (min. 1,500)
Street Opening Deposit under 5-Year Moratorium	\$ 50 per square foot, (min. 3,000)
5-Year Moratorium Surcharge:	
1 st year of moratorium	\$250 per square foot
2 nd year of moratorium	\$200 per square foot
3 rd year of moratorium	\$150 per square foot
4 th year of moratorium	\$100 per square foot
5 th year of moratorium	\$50 per square foot
Grading Permit	
Minor (0 to 100cy)	150
Major (100+ cy)	250
Floodplain Review	Actual Costs
Inspection	Actual Costs
Building Permit Plan Review – Minor	75
Building Permit Plan Review - Major	150
Street Vacation/Rename Request	\$2,500 Deposit (actual cost billed per hourly rate)
Request for Stormwater Rate Reduction	\$75 Deposit (actual cost billed per hourly rate)
Franchise Permit Application	No cost
Traffic Control Device Request	No cost
ADA Request for Service	No cost
Transportation Fee Review Application	\$75 Deposit (actual cost billed per hourly rate)
Appeal to City Council	300
Sewer Dye Test	100
Moving Buildings ³	\$ 200 + \$75/hr. staff time + 1,000 deposit

¹ Street/Sewer/Water/Storm.

² Commercial/Industrial/Miscellaneous Development.

³ Performance bond amount at discretion of City Engineer.

Materials (Engineering)

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

Printed and Electronic Maps (GIS)**Standard Selection of GIS maps**

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 includes postage, handling, and 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 includes postage, handling, and charges)	\$ 22

Custom Maps

Flat charge per hour plus cost of materials	\$ 55
Electronic file (for mailed media includes postage, handling, and charges)	\$ 22

Erosion Control

Erosion Prevention/Sediment Control Planning & Design Manual (CD)	\$ 10
Minimum Charge for Clearing/Construction ¹	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) and value of structure/remodel doesn't exceed \$20,000

Clearing/Construction for Single-Family Residential	380
Rate if certified in erosion control ²	225
Clearing/Construction for Multifamily Residential	490

Rate if certified in erosion control ² (additional \$40 per ½ acre over 1 acre)	335
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Clearing/Construction for Subdivision/Commercial/Industrial	623
Rate if certified in erosion control ² (additional \$40 per ½ acre over 1 acre)	467

Additional Site Visit (due to code enforcement)	\$ 75
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¹ Erosion control certification discount does not apply.

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

6. FEES IN LIEU OF CONSTRUCTION (FILOC)

FILOC fees for Transportation, Water, Stormwater, Wastewater and Water Quality are established by City Council based on the impact of development on the appropriate infrastructure to serve the intended use. FILOC fees are available as an alternative to Construction of the minimum required services when those services can be deferred in accordance with MMC 13.32 at the request of the applicant for development. FILOC fees shall be indexed for inflation annually using the Engineering-News Record Construction Cost Index (CCI) for Seattle (Resolution #79-2016).

Transportation

Transportation FILOC is based on the historical cost to construct the minimum standard improvements for a local street per lineal foot of lot frontage.

Single Family Residential	\$414 per lineal foot
Commercial/Industrial	467 per lineal foot
Public Area Requirements	\$1,002 per lineal foot

Water

Water FILOC is based on the historical cost to construct the minimum standard water main per lineal foot of lot frontage.

Residential/Commercial/Industrial	\$300 per lineal foot
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Stormwater

Stormwater FILOC is based on the historical cost to construct the minimum standard storm main per lineal foot of lot frontage.

Residential/Commercial/Industrial	\$211 per lineal foot
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Wastewater

Wastewater FILOC is based on the historical cost to construct the minimum standard sanitary sewer main per lineal foot of lot frontage.

Residential/Commercial/Industrial	\$199 per lineal foot
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Storm Water Quality

Storm Water Quality FILOC is based on the historical cost to construct the minimum required water quality facility for impervious surfaces created that drain to a public storm system without treatment.

Residential/Commercial/Industrial	\$12 per sq. ft. of impervious surface
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7. LIBRARY

The Library collects fines for overdue books, lost or damaged items, and photocopying services.

Overdue Fine

	Per Day	Maximum
Adult	\$ 0.25	\$ 3
Juvenile	0.10	\$ 1
Cultural Pass	\$ 5	Replacement cost

Lost or Damaged Items

	Per Item
Barcode	\$ 1
Book Jacket	2
Barcode and Book Jacket	3
Audio Book CD	10
Missing Pages and Booklets	Refer to Librarian
Lost Item	Actual retail cost
Damaged Material	Refer to Librarian
Lost Library Card	1
Kindle Kit	155
Bike Lock	\$ 40

Replacement Media Case

Cover Sheet	\$ 1
Audiobook and CD-ROM Case	5
DVD Case	1
CD-ROM Case	2
CD and CD-ROM Booklets	\$ 3

Miscellaneous

Public Computer Printing:	
Black and White (first 5 free)	\$ 0.10
Color (first 1 free)	0.50
Microfilm Copies	0.10
Non-District Citizen Library Use	\$ 95 annually

8. MISCELLANEOUS

Document Copying

	<u>Per Item</u>
Black and White	\$ 0.10
Color	0.50

Miscellaneous Permits

Filming Permit – Fee varies based upon production budget and time to review application. Fee may be waived under certain conditions. Up to \$ 1,200

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

9. MUNICIPAL COURT

Milwaukie Municipal Court collects fines for traffic citations, parking violations, and miscellaneous programs approved by the Judge. Traffic fine amounts are set by State legislature based on the offense classification.

Fees and Charges

Payment Plan Installment Fee	\$ 25
Failure to Appear	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

Traffic Fines

Penalty	Presumptive Fine	Special Zone 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.

Parking Fines

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
Traffic Hazard	80
Trucks—2 Hr. Limit	50
Disabled Parking Space	450
Wrong Side of Street	50
Where Prohibited	\$ 80

(Res. #46-2009, adopted
2009)

Per Milwaukie Municipal Code §10.20.090E, parking fine amounts may increase by 50% when a registered vehicle owner has received four (4) or more previous citations for the same parking violation within a rolling 365-day timeframe. 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)

10. PLANNING

The City Planning Department oversees land use applications, annexations, special requests, and procurement of City maps and master plans.

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:

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

Other Land Use Applications

Community Service Use – Minor Modification (Type I)	\$ 50
Downtown Design Review (Type I, II, or III)	See fees for Standard Land Use applications above
Historic Resource Designation (Type IV)	150
Minor Land Partition (Type II)	2,000
Multifamily Design Review (Type I or II)	See fees for Standard Land Use applications above
Natural Resource ²	
Boundary Verification (Type I)	No cost
Construction Management Plan (Type I)	No cost
Natural Resource Management Plan (Type I)	No cost
Tree Removal Request (Type I)	No cost
Tree Removal Request (Type III)	500
All Other Type I, II, or III applications ³	See application fees
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
Variance to Fence Height (Type II)	\$500

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

² Res. #77-2011, adopted 8/16/11

³ 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.

Additional Application Fees

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/minimum)
Other Reserve Deposit	\$ 500
Technical Report Review:	
A. Scope of Work Preparation	Actual Cost ¹
Reserve Deposit	\$ 1,000
B. 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)	3,000
All Others	\$ 1,000

Discounts for Land Use Applications

	Discount
Two or More Applications (no discount for most expensive application)	25%
This discount applies to applications which relate to the same unit of land and which will be reviewed and decided concurrently.	
Senior Citizens	10%
Seniors must be at least 65 years of age, and must be the property owner. Applicant may only receive one discount; the senior discount or the low income discount.	
Low Income Citizens	25%
Low-Income Citizens may qualify for reduced fees by filing the same application used to apply for reduced sewer and water rates.	
NDA – Sponsored Land Use Applications Related to Parks	Fees Waived

Annexations

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

Appeals

Appeal to Planning Commission – per Oregon State Statute (ORS 227.175(10)) ¹	\$ 250
Appeal to City Council ²	\$ 1,000

¹ 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.

² Fees are waived for NDA-sponsored appeals, pursuant to Resolution #26-1999.

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.

Early Assistance

Pre-application meeting:	
First meeting	No cost
Second meeting	\$ 50
Third and subsequent meetings ¹	100/mtg.
Pre-application conference ²	200
Pre-application conference – Transportation Facilities Review ³	100
Design review consultation with Design and Landmarks Committee	\$ 800

Special Requests

Property Value Reduction Claims (pertaining to Measures 37 or 49) ⁴	\$ 1,515
Significant Modification of Complete Land Use Application	500
Reschedule of Public Hearing at Applicant's Request (when re-notification 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) ⁵	\$ 25

Permit Review and Inspections

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 ⁶	100
Original Art Mural	100
Sign Permit Review (per sign)	100
Sign Permit Review (daily display or "sandwich board" sign)	\$ 150

¹ Applies to optional meetings attended by a maximum of two City staff. No written notes provided.

² Applies to required or optional meetings that require three or more City staff. Written summary notes provided two weeks after meeting.

³ Additional meeting required to discuss Transportation Impact Study.

⁴ 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.

⁵ Waived for LUCS for emergency sewer connection.

⁶ Fee applies to site plan revisions generated by applicant, not those required by staff during review process.

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>

Zoning Ordinance	\$ 51
Comprehensive Plan	21
Sign Ordinance	5
Land Division Ordinance	4
Downtown and Riverfront Public Area Requirements	\$ 15
GIS Maps (e.g., large Zoning Map)	See Engineering

Downtown Design Guidelines

Black and White	\$ 10
Color	\$ 35

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

11x17 handout (color)	\$ 1
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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
Water Tower Park Master Plan	1
Wichita Park Master Plan	\$ 1
Vision Statement (one page)	No cost

Transportation System Plan:

Full Document	\$ 67
Executive Summary	8
CD-ROM	\$ 2

11. POLICE

The City's Police Department collects fees for permits, licenses, and other miscellaneous services listed below:

Permits/Licenses

Adult Business	\$ 372
Alarm Permit—Residential (seniors 60+ exempt from fee)_	20
Alarm Permit—Business	20
Gun Background Check	20
Liquor License (Original Application)	100
Liquor License (Name or Other Change)	75
Liquor License (Renewal Application)	35
Liquor License (Temporary License)	\$ 35

Police Reports

Video tape copy	\$ 35
Police report	15
Photo CD	15
Traffic Citation Discovery	\$ 10
(additional research charges may apply for unusual/complex requests)	

Police Services

False Alarm Response (first three)	No cost
False Alarm Response (customer age 65 and over)	No cost
False Alarm Response (each alarm after third)	\$ 160
Good Conduct Background Letter	5
Vehicle Impound	150
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

12. SYSTEMS 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 (CCI) for Seattle (Resolution 40-2007). The CCI increase is 2.1%. Based on Oregon State Statute (ORS 223.304), the charges are broken down into three components; (1) reimbursement (to recover existing facility capacity available for growth), (2) improvement (to recover planned capacity improvements for growth), and (3) administration (to recover direct costs).

Water System Development Charge

Meter Size	Fee			TOTAL
	Reimbursement	Improvement	Administration	
¾" x ¾"	\$ 927	\$ 770	\$ 130	\$ 1,827
1"	1,545	1,286	217	3,048
1.5"	3,090	2,567	433	6,090
2"	4,943	4,110	694	9,747
3"	9,887	8,218	1,386	19,491
4"	15,448	12,840	2,167	30,455
6"	30,895	25,682	4,333	60,910
8"	49,433	41,093	6,933	97,459
10"	71,058	59,070	9,967	140,095
12"	\$ 139,029	\$ 115,574	\$ 19,499	\$ 274,102

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.

	Reimbursement	Improvement	Administration	TOTAL
Wastewater SDC	\$ 404	\$ 696	-	\$ 1,100

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.

	Reimbursement	Improvement	Administration	TOTAL
Stormwater SDC	-	\$ 863	-	\$ 863

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.

	Fee			
	Reimbursement	Improvement	Administration	TOTAL
Transportation SDC (per trip)	\$ 94	\$ 1,869	-	\$ 1,963

Parks and Recreation System Development Charge

This charge is set by the North Clackamas Parks and Recreation District. Rates herein are updated as changes are adopted by their governing board.

Single-Family Residential	\$ 3,985 per dwelling unit
Multifamily Residential	3,608 per dwelling unit
Nonresidential	\$ 60 per employee ¹

School Construction Excise Tax

This charge is set by the North Clackamas School District. Rates herein are updated as changes are adopted by their governing board.

Residential	\$ 1.26 per square foot
Commercial	\$ 0.63 per square foot ²

Metro Construction Excise Tax

This charge is set by Metro. Rates herein are updated as changes are adopted by their governing board.

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).

¹ Number of employees calculated according to type of business and building square feet. For more information, go to: <http://www.clackamas.us/engineering/sdc.html>.

² Total commercial fee capped at \$30,700 per project. Private schools, public improvements, low-income (HUD) housing, hospitals, religious facilities, and agricultural buildings are exempt. Construction under 1,000 square feet is exempt.

Bancroft Financing for Commercial System Development Charges

Bancroft Financing provides the opportunity for property owners of single family, multi-family, not-for-profit, public organizations, and commercial properties, to finance system development charge(s) over a ten year period, or less at the desire of the property owner, subject to the following interest rate (Ordinance 2108, adopted 2015):

Bank Prime Rate	Subject to change as published by the Federal Reserve System ¹
Administration	2.00%
TOTAL	Current Prime Rate plus Administration%

For the current bank prime rate visit: <http://www.federalreserve.gov/releases/h15/Current/>

¹ The bank prime rate established by the Federal Reserve is updated periodically as determined by the Federal Reserve Board. The current bank prime rate can be found on the Federal Reserve website under "bank prime loan".

13. UTILITIES

The City of Milwaukie provides water, wastewater, stormwater, and street maintenance service to citizens. These services are billed monthly at the following rates¹:

Water

	Volume Charge per CCF of consumption)
Water	\$ 3.52

Residential & Commercial Meters	
Meter Size	Fixed Charge²
5/8" - 3/4"	\$ 7.77
1"	10.85
1 1/2"	17.49
2"	27.17
3"	66.99
4"	115.15
6"	\$ 169.89

Standby Service for Fire Flow Purposes	
Connection Size	Fixed Charge
2"	\$ 11.58
4"	41.70
6"	60.72
8"	82.41
10"	104.12
12"	\$ 125.83

Wastewater

Account Type	Treatment (per EDU)	Billing and Administration (per account)	Volume ³ (per CCF of water consumption)
Residential	\$ 31.13	\$ 9.12	\$ 2.94
Low Income	15.57	4.57	1.47
Commercial	\$ 67.66	\$ 9.12	\$ 2.94

Stormwater

	Single Family Residential	Low Income	Commercial
Stormwater	\$ 22.12	\$ 11.06	\$ 22.12 (per 2,706 sq. ft. of impervious area)

¹ The Citizens Utility Advisory Board reviews the existing rate structure and capital improvement plan to advise City Council on utility rates.

² Customers participating in the City's Low Income Utility Assistance program are exempt from the monthly fixed charge.

³ Residential wastewater volume charges are determined by the average monthly water usage from November to February (winter average). The winter average is adjusted annually on March 31st.

Transportation

Street Maintenance & SAFE Rates for All Categories		
Account Type	SSMP Rates	SAFE Rates
Single Family Residential	\$ 4.06	\$ 4.70
Low Income	Exempt	Exempt
Commercial per daily trip generated ^{1 2}	\$ 0.43	\$ 0.47
Multi-Family Residential	2.58 per unit	2.82 per unit
Elderly Housing/Mobile Homes	1.72 per unit	1.88 per unit
Congregate Care	\$.86 per unit	0.94 per unit

Other Charges**Water:**

Connect Service 5/8" or 3/4" Residential Service	\$ 2,760
Connect Service 1"	2,860
Connect Service 1 1/2"	3,270
Connect Service 2"	3,370
3/4" Meter Equipment	1,235
1" Meter Equipment	340
1 1/2" Meter Equipment	570
2" Meter Equipment	690
Hydrant Meter Deposit (refundable less water usage)	\$ 2,250

Sewer Connection:

This charge is set by Clackamas County. Rates herein are \$ 6,295 per EDU⁵
 updated as changes are adopted by their governing board.
 This fee is charged to the City by Clackamas County and
 collected to recover invoiced costs for each new connection
 to the public sanitary sewer system.

Miscellaneous:

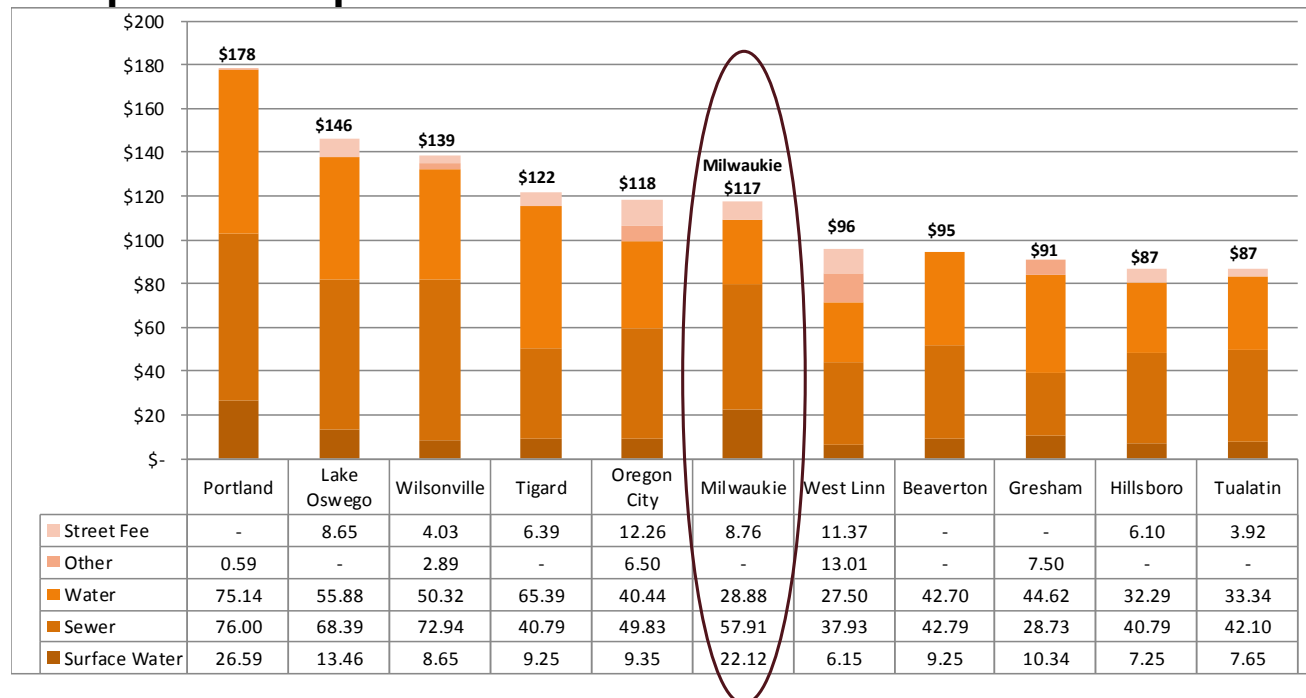
Reimbursement District Fee	To be determined by the scope of project
Delinquent Account – Past Due Notice	\$ 5
Delinquent Account – Notice of Termination	10
Shut-off/Turn-on	35
After-hours Restoration of Service (Turn-on Fee)	\$ 85
Monday-Friday 3:00-8:00 p.m.; Saturday and Sunday 8:00 a.m. – 8:00 p.m.	

¹ Cost per unit for commercial accounts is determined by the type of use. Visit www.milwaukieoregon.gov/commercialfee for a detailed breakdown.

² Commercial daily trip generated 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 \$296.88 (Municipal Code Section 3.25.060).

⁵ 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.

Comparison Graph



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. Cities increase different rates at different times during the year; therefore, this graph is simply a picture in time reflecting the rates when the survey was conducted. 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 to be comparable to Milwaukie's overall average. Below are Milwaukie's calculations:

	July 1, 2015			July 1, 2016			July 1, 2017		
	increased	avg bill		increased	avg bill		increased	avg bill	
Water Service Fee									
Base	5.0%	0.34	\$ 7.15	3.5%	0.25	\$ 7.40	5.0%	0.37	\$ 7.77
Plus per 6ccf	5.0%	0.90	19.44	3.5%	0.66	20.10	5.0%	1.01	21.11
Avg water per house (6ccfs)			26.59			27.50			28.88
Sewer Service Fee									
Base fee	4.5%	1.24	28.78	4.0%	1.15	29.93	4.0%	1.20	31.13
Plus per 6ccf	4.5%	1.08	24.75	4.0%	1.00	25.75	4.0%	1.03	26.78
Avg sewer per house			53.53			55.68			57.91
Storm Water Management Fee	14.1%	2.10	16.99	14.1%	2.40	19.39	14.1%	2.73	22.12
Street Maintenance Fee									
SSMP	0%	N/A	3.35	0%	N/A	3.35	21%	0.71	4.06
SAFE			-	1/1/2017	4.60	4.60	3%	0.10	4.70
Avg street per house			3.35			7.95	10%	0.81	8.76
Average bill per residence			\$ 5.66 \$ 100.46			\$ 10.06 \$ 110.52	6.47%	\$ 7.15	\$ 117.67
Maximum SSMP						296.88	0.0257	7.63	304.51
Maximum SAFE						390.18	0.0257	10.03	400.21

14. UTILITY RIGHTS-OF-WAY USAGE FEES

Following fees apply to anyone using the City's Rights-of-way (ROW) in accordance with Resolution 101-2016.

ROW application	\$ 50
ROW License (5 year)	250
Electric & Natural gas utility providers	5% of gross revenue
Telecommunications	7% of gross revenue
Cable Systems (franchise required)	5% of gross revenue
Use of the City's ROW for any purpose other than generating revenue ⁴	\$ 3.00 per linear foot or \$5,000 per year, whichever is greater
Attachments to facilities within the City's ROW ⁵	\$ 5,000 per attachment

⁴ This fee shall increase 3% annually on July 1st of each year, beginning July 1st, 2018

⁵ This fee shall increase 3% annually on July 1st of each year, beginning July 1st, 2018

15. VIOLATIONS OF THE MUNICIPAL CODE

Violation of the Milwaukie Municipal Code may result in the following fees or penalties. Each day that a violation exists is a separate offense.

General

General penalty (applies to any Municipal Code violation where no other penalty is specified) ⁶	\$ 150 to 200
Third or subsequent violation (applies to any Municipal Code violation) ⁶	1,000
Nuisance violation ⁷	Maximum 500
Shopping cart retrieval programmatic violation ⁸	Maximum 500
Noise control violation ⁹	Maximum 500
Adult business code violation ¹⁰	Maximum 500
Public urination or defecation ¹¹	up to 750
Curfew violation ¹²	up to 300
Failure to retrieve shopping cart within 72 hours ¹³	50
Solid waste regulation/un-franchised violation ¹⁴	up to 500
Abatement ¹⁵ (applies to any Municipal Code violation citation) ¹⁶	\$ 50

Building Penalties

Violation of vacant building standards ¹⁷	up to \$ 300
Interference with fire control device ¹⁸	up to 750
Swimming pool barrier violation ¹⁹	up to 100 per week ²⁰
Building relocation violation ²¹	Not less than 1,000
Failure to comply with stop work order ²²	up to 1,000
Any violation of Title 15 for which a specific penalty has not been expressly provided ²³	up to \$ 1,000

⁶ Ord. #1935, adopted 2004, Ord. #1758, adopted 1994, and Ord. #1591, adopted 1986.

⁷ Ord. #1503, adopted 1981, and Ord. #1028, adopted 1964.

⁸ Ord. #1980, adopted 2008.

⁹ Ord. #1528, adopted 1982.

¹⁰ Ord. #1533, adopted 1982.

¹¹ Ord. #1953, adopted 2005.

¹² Ord. #1503, adopted 1981, and Ord. #995, adopted 1963.

¹³ Ord. #1980, adopted 2008.

¹⁴ Ord. #1955, adopted 2005, Ord. #2092 adopted 2015.

¹⁵ 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.

¹⁶ Ord. #1998, adopted 2009, Ord. #1758, adopted 1994, and Ord. #1659, adopted 1989.

¹⁷ Ord. #1464, adopted 1980.

¹⁸ Ord. #1515, adopted 1982.

¹⁹ Ord. #1430, adopted 1979.

²⁰ Each week that this violation exists is a separate offense.

²¹ Ord. #1952, adopted 2005.

²² Ord. #1881, adopted 2000.

²³ Ord. #2011, adopted 2010.

Motor Vehicle Fuel Tax Penalties

Each day that a violation exists is a separate offense.

Failure to secure motor vehicle fuel sales permit ²⁴	200% penalty on tax owed and \$250.00
Failure to file monthly motor vehicle fuel sales report ¹	10% penalty on tax owed and \$50.00
Late payment of motor vehicle fuel sales tax ¹ (depending upon length of delinquency)	1% or 10% of tax

Specialty Code Penalties

Violation of various Specialty Codes: building, plumbing, mechanical, and electrical ²⁵	up to \$1,000 per day (maximum \$5,000)
Appeal of Specialty Code violation ²⁶	\$ 250

Engineering Penalties

Violation of capital improvement regulations ²⁷	up to \$ 500
Basketball hoop regulation violation ²⁸	up to 250
Vegetation too low in the right-of-way ²⁹	up to 100
Clear vision violation ³⁰	up to 250
Failure to repair sidewalk ³¹	up to 250
Sidewalk bench violation ³²	up to 100
Failure to remove street bench after permit termination ³³	25
Flood hazard violation ³⁴	up to 1,000
Access management violation ³⁵	up to 250
Right-of-way encroachment ³⁶	up to 250
Erosion control violation ³⁷	up to 300
Unpermitted tree cutting in the public right-of-way ³⁸	\$ 1,000

²⁴ Ord. #1970, adopted 2007

²⁵ Ord. #1814, adopted 1997, and Ord. #2011, adopted 2010.

²⁶ Ord. #2011, adopted 2010.

²⁷ Ord. #1707, adopted 1991.

²⁸ Ord. #1503, adopted 1981, and Ord. #1405, adopted 1978.

²⁹ Ord. #1999, adopted 2009.

³⁰ Ord. #1679, adopted 1990.

³¹ Ord. #1697, adopted 1991.

³² Ord. #1503, adopted 1981, and Ord. #1289, adopted 1974.

³³ Ord. #1289, adopted 1974.

³⁴ Ord. #1983, adopted 2008, and Ord. #1899, adopted 2002.

³⁵ Ord. #2004 adopted 2009.

³⁶ Ord. #2004 adopted 2009, and Ord. #1866 adopted 2000.

³⁷ Ord. #1899 adopted 2002.

³⁸ (Title 16) Ord. #1836, adopted 1998.

Police Penalties

No active alarm permit on file for property (when dispatched)	\$ 25
Weapon discharge violation ³⁹	up to 750
Public consumption of alcohol ⁴⁰	up to 250
Failure to pay Fire and Emergency Services Fee ⁴¹	up to 300
Security Alarm Violation ⁴²	Maximum \$ 500
Traffic violation penalty ⁴³	At least 50% of maximum under Oregon Statute

Planning Penalties

Violation of Sign Ordinance ⁴⁴	up to \$ 100
Violation of Land Division Ordinance ⁴⁵	200
Violation of Zoning Ordinance ⁴⁶	up to \$ 200

Utility Penalties

Low income utility rate violation ⁴⁷	up to \$ 200
Water, wastewater, or storm system regulation violation ⁴⁸	25 to 500
Sewer violation ⁴⁹	Maximum 500
Fats, oils, and grease violation ⁵⁰	Maximum \$ 500

Business Registration Penalties

Violation of business registration requirements ⁵¹	up to \$ 200
Violation of "Milwaukie Junk Dealers, Secondhand Dealers, Pawnbrokers and Transient Merchants Ordinance" ⁵²	up to \$ 300

³⁹ Ord. #1515, adopted 1982.

⁴⁰ Ord. #1746, adopted 1993.

⁴¹ Ord. #1767, adopted 1994, and Ord. #1764, adopted 1994.

⁴² Ord. #1568, adopted 1984.

⁴³ Ord. #1922, adopted 2003.

⁴⁴ (Title 14) Ord. #1965, adopted 2006, and Ord. #1733, adopted 1993.

⁴⁵ (Title 17) Ord. #1907, adopted 2002.

⁴⁶ (Title 19) Ord. #2025, adopted 2011.

⁴⁷ Ord. #1424, adopted 1979.

⁴⁸ Ord. #1418, adopted 1978, Ord. #1548, adopted 1986 and Ord. #1755, adopted 1994.

⁴⁹ Ord. #1548, adopted 1983.

⁵⁰ Ord. #1990, adopted 2008, Ord. #1985, adopted 2008, and Ord. #1972, adopted 2007.

⁵¹ Ord. #1863, adopted 1999, and Ord. #1349, adopted 1976.

⁵² Ord. #1552, adopted 1983.



**City of Milwaukie
10722 SE Main St
Milwaukie, OR 97222**

503-786-7555

<http://www.milwaukieoregon.gov/finance>



CITY OF MILWAUKIE



MASTER FEE SCHEDULE

FY 2018

****DRAFT****



City of Milwaukie, Oregon

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, wastewater, and surfacewater 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.

Fee Variance and Waiver 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.

A waiver or reduction request must be in writing and communicated to Council to allow opportunity for comment. If the City Manager or his designee agrees to said waiver or reduction, he/she shall inform the City Council, in writing, of the request and his/her decision, except in minor matters (defined as waivers or reductions valued at \$1,000 or less).

Effective Dates and Resolutions

The FY 2018 Master Fees Schedule fees are effective as of July 1, 2017 with the adoption of resolution #R [REDACTED]-2017, adopted by City Council on June 20, 2017, unless otherwise noted.

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SECTION 1: ADMINISTRATION

1. **GENERAL ADMINISTRATION**

a. 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 and/or~~ department directors are authorized to adjust calculated billings to reflect the impact of unusual circumstances or situations.

<u>Department</u>	<u>Hourly Rate</u>
Community Development and Public Works Administration	
Community Development Director	\$ 140 135
Sustainability Director	120
Light Rail Design Coordinator	95
Right of Way Coordinator	75 80
Administrative Supervisor	70 70
Administrative Specialist III	65
Administrative Specialist II	60 55
Engineering	
Engineering Director	125 120
Civil Engineer	95
Associate Engineer	80 75
Engineering Technician	70 65
Engineering Intern	45
Planning	
Planning Director	120
Senior Planner	95
Associate Planner	80
Assistant Planner	75
Building	
Building Official/Inspector	110 100
Permit Technician	65

SECTION 1: ADMINISTRATION

Billable Hourly Rates, continued

Department	Hourly Rate
Operations	
Public Works Director	\$ 125
Operations Supervisor	95 90
Facilities Maintenance Coordinator	80 75
Shop Foreman	80 75
Water Quality Coordinator	75
Asset Management Technician	70
Mechanic	65
Facilities Maintenance Technician	65
Utility Worker II	65
Utility Worker I	60
Code Compliance	
Code Compliance Coordinator	70
Parking Enforcement Officer	50

SECTION 2: BUILDING

2. BUILDING

Building fees include structural, mechanical, plumbing, and electrical charges. Fees are applicable to residential, commercial, and industrial properties unless otherwise specified.

a. Structural Permits¹

Valuation shall be calculated in accordance with OAR 918-050-0100
(Residential/Commercial/Industrial):

Permit	Base Fee	Plus each additional \$1,000- of <u>over BVBase Value</u>
	\$	
\$1 to \$5,000	125.38 128.14	\$ -
\$5,001 to \$25,000	125.38 128.14	12.96 13.25
\$25,001 to \$50,000	384.55 393.14	9.63 9.84
\$50,001 to \$100,000	626.27 639.14	6.48 6.62
Over \$100,000	949.24 970.14	5.48 5.60
	\$	
Minimum permit fee	125.38 128.14	\$ -

Permit Fee Table for New Single Family Houses & New Accessory Dwelling Units Only:

	\$	
\$1 to \$5,000	125.38 128.14	\$ -
\$5,001 to \$25,000	125.38 128.14	9.07 9.27
\$25,001 to \$50,000	306.70 314.68	6.74 6.89
\$50,001 to \$100,000	476.43 486.93	4.53 4.63
\$100,001 to \$170,000	703.10 718.43	3.83 3.91
	1,332.59 1,355.	
Over \$170,000	13	5.48 5.60
	\$	
Minimum permit fee	125.38 128.14	\$ -

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

0 sq. ft. to 2,000 sq. ft.	\$ 146.94 150.17
2,001 sq. ft. to 3,600 sq. ft.	220.66 225.51
3,600 sq. ft. to 7,200 sq. ft.	275.83 281.90
7,201 sq. ft. and greater	\$ 513.54 524.84

Fire and Life Safety Plan Review Fee (commercial only)² 50% of the structural permit fee

Seismic Site Hazard Report Review (commercial only) 1% of the structural & mechanical ~~permit fees~~

Initial Plan Review Fees 75% of the permit fee

Plan Review Fees Required/Requested by Changes, Additions, Revisions \$ 75/hr. (minimum one hour)

¹ Permit fees are calculated based on the total valuation and square footage of the improvements.

² Based on valuation of total improvements or \$50.00/hr. to review a Fire and Life Safety Master Plan.

SECTION 2: BUILDING

Third Party Plan Review Fee (for transfer of plan review to a third party)	10% of the permit fee (\$65 minimum)
Residential Solar PV Installation	\$ 100
Investigation Fee	\$ 105 per hour (minimum one hour)

b. Mechanical Permits

Residential:

Fees per current Mechanical Permit Application:

Minimum Permit Fee \$ ~~136.40~~139.41

HVAC – for the installation of:

Air handling unit including ducts:

Up to 10,000 cfm	24.07 24.60
Over 10,000 cfm	\$ 27.08 27.68

Air conditioning/heat pump (site plan required)	42.13 43.06
Alteration of existing HVAC system	19.56 20.00
Boiler/compressor	19.56 20.00

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

Up to 100,000 BTU/H	19.56 20.00
Over 100,000 BTU/H	23.07 23.58

Vent for other than furnace	20.00
Install/relocate/replace heaters (room, suspended, wall- or floor-mounted)	19.56 20.00
Vent for other than furnace	19.56

Environmental Exhaust and Ventilation – for the installation of:

Appliance vent	16.05 16.40
Dryer exhaust	13.04 13.32
Each hood that is served by a mechanical exhaust or air conditioning	11.03 11.27
Exhaust system and single duct (bath fan) each	9.03 9.23
Exhaust system apart from heating or air conditioning	13.04 13.32

Fuel Piping and Distribution

LPG-NG-Oil fuel piping:

Up to 4 outlets (including gas tag)	23.07 23.58
Each additional outlet over 4	2.51 2.57

Other Listed Application or Equipment

Decorative fireplace or insert	37.11 37.93
Woodstove/pellet stove	49.15 50.23
For each appliance or piece of equipment regulated by the Code but not classed in another appliance category for which no other fee is listed in the Code, or for which there is an alteration or extension of an existing mechanical system.	\$ 19.56 20.00

Plan Check Fee 25% of the permit fee

SECTION 2: BUILDING

Investigation Fee	\$ 105 per hour (minimum one hour)
Investigation Fee	\$ 105 per hour (minimum one hour)

Mechanical Permits (cont.)

Commercial/Industrial:

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.

Permit Fee:	Base Fee	Plus each additional \$1,000 of BV
\$1 to \$5,000	\$ 136.41 <u>139.41</u>	\$ -
\$5,001 to \$10,000	136.41 <u>139.41</u>	2.11 <u>2.16</u>
\$10,001 to \$100,000	241.94 <u>247.41</u>	16.05 <u>16.40</u>
Over \$100,000	1,686.23 <u>1,723.41</u>	10.91 <u>11.15</u>
Minimum permit fee	\$ 136.41 <u>139.41</u>	\$ -

Plan Review Fees 25% of the ~~mechanical~~ permit fee

Plan Review Fees Required/Requested by Changes, Additions, Revisions \$ 75 per hour (minimum one hour)

Investigation Fee \$ 105 per hour (minimum one hour)

c. Plumbing Permits

Minimum Permit Fee (Residential/Commercial/Industrial) ~~\$ 132.40~~135.30

Utilities per 100 feet (Residential/Commercial/Industrial) ~~100.30~~102.50

Catch basin ~~44.13~~45.10

Drywells each ~~44.13~~45.10

Footing drain (per 100 linear feet) ~~86.26~~88.15

Rain drain connector ~~44.13~~45.10

Manholes each \$ ~~86.26~~88.15

Additions, Alterations, and Repairs (Residential/Commercial/Industrial) ~~\$28.08~~28.70/structure

Residential:

SECTION 2: BUILDING

Fees per current Plumbing Permit Application

Total Bathrooms Per Dwelling

1 bath dwelling (includes 1 kitchen)	\$ 547.24 559.28
2 bath dwelling (includes 1 kitchen)	604.76 618.06
3 bath dwelling (includes 1 kitchen)	718.25 734.05
Additional bathroom/kitchen	\$ 286.06 292.35

Includes the first 100 ft. of water piping, wastewater and stormwater lines, hose bibs, icemakers, under floor low point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system.

Interior Piping (per 100 linear feet)

1 st Floor	\$ 85.26 88.15
Each additional floor	\$ 30.09 30.75

Plumbing Permits (cont.)

Multipurpose or Continuous Loop Fire Suppression Systems

0 sq. ft. to 2,000 sq. ft.	\$ 146.94 150.17
2,001 sq. ft. to 3,600 sq. ft.	220.66 225.51
3,601 sq. ft. to 7,200 sq. ft.	275.83 281.90
7,201 sq. ft. and greater	\$ 513.54 524.84

Commercial/Industrial:

Fees per current Plumbing Permit Application

Interior Piping (per 100 linear feet/per fixture) \$ ~~28.09~~28.70

Initial Plan Review Fees

30% of the plumbing permit fee

Plan Review Fees Required by Revisions or Additions, Revisions

\$ 75 per hour
(minimum one hour)

Plus each
additional \$100 of
BV

Medical Gas Permits

	Base Fee	
\$1 to \$6,500	\$ 85	\$ -
\$6,501 to \$10,000	85	1.73

Plus each
additional \$1,000 of
BV

\$10,001 to \$100,000	145.50	10.50
Over \$100,000	1,090.50	7.25
Minimum Permit Fee	\$ 85	\$ -

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

Annual Adjustment. Structural, mechanical, and plumbing designated permit fees 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.

Current year CPI-W is 2.2%.

SECTION 2: BUILDING

d. Electrical Permits

Residential/Commercial/Industrial:

Fees per current Electrical Permit Application

Residential single family houses, includes attached garage

1,000 sq. ft. or less	\$ 270
Ea. Add'l 500 sq. ft. or portion	55
Limited energy	109

Electrical Permits (cont.)

Services or feeders installation, alterations, and/or relocation

200 amps or less	161
201 amps to 400 amps	213
401 amps to 600 amps	321
601 amps to 1,000 amps	482
Over 1,000 amps or volts	\$ 882

Temporary services or feeders installation, alteration, and/or relocation

200 amps or less	\$ 94
201 amps to 400 amps	200
401 amps to 599 amps	270

Branch circuits

Branch circuits without service or feeder, 1 st circuit	90
Branch circuits without service, each additional circuit	12
Branch circuits with service, each circuit	12

Miscellaneous (service or feeder not included)

Each manufactured or modular dwelling, service, and/or feeder	109
Reconnect only	109
Pump or irrigation circle	109
Sign or outline lighting	109
Signal circuit(s) or limited energy panel, alteration or extension (commercial/industrial only)	109
Each additional inspection over the allowable	\$ 85

Investigation Fee

\$ 105 per hour
(minimum one hour)

e. Other Inspections and Fees

Inspections Outside of Normal Business Hours

(must be preapproved by applicant) \$ 98/hr.
(minimum two hour)

Inspections for which no fee is specifically indicated

(must be preapproved by applicant) \$ 75/hr.

SECTION 2: BUILDING

Re-inspection Fee	\$ 75/hr.
Replacement Sheets (each)	\$ 23/sheet
Investigation Fee	\$ 105 per hour (minimum one hour)

Residential:

Manufactured Dwelling and Cabana Installation Permits	\$ 445
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.	

Other Inspections and Fees (cont.)

Earthquake-resistant bracing	\$ 135
Re-inspection	135
Statewide Code Development, Training and Monitoring Fee (in addition to all other manufactured dwelling fees and charges)	\$ 30

Commercial/Industrial:

Plan Reviews Not Designated Elsewhere	30% of the permit fee
Certificate of Occupancy	\$ 180
Temporary Certificate of Occupancy	\$ 180
Change of Use/Occupancy	\$ 300
Deferred Submittal Fee (in addition to project plan review fee) ¹	\$250 + 10% of deferred item permit fee per deferred submittal (minimum \$300)
Phased Permit Fee (in addition to project plan review fee) ¹	\$250 + 10% of the total project permit fee per phase (minimum \$300, not to exceed \$1,500 per phase)

f. Permit Related Fees

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

Building Moving/Demolition Permits	
2,000 sq. ft. or less	\$ 78
Each additional 1,000 sq. ft.	\$ 38
Plan Review Fee	75% of the permit fee
Prefabricated Structures	Per current permit fees

¹ OAR 918-050-0170.

SECTION 2: BUILDING

Temporary Structures	Per current permit fees
Manufactured Dwelling Parks and Mobile Home Parks¹	Per current State permit fee
Recreational Parks and Organizational Camps²	Per current State permit fee
Administrative fee for refunds	20% of the permit fee

~~Permit Related~~ Miscellaneous Building Valuations:

Retaining Walls	
To 8 ft. high, including footing	\$ 254/lin. Ft.
Over 8ft. high	\$ 276/lin. Ft.
Fences	
Over 6ft. to 8ft. high	\$ 15/lin. Ft.

Permit Related Fees (cont.)

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.
Crawl Space Foundations	
For house moves, modular, etc.	\$ 7.50/sq. Ft.
Accessory Buildings	
With floor slab	\$ 55/sq. ft.
Without floor slab	\$ 28/sq. ft.
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 previous page above
Swimming Pools (pool only/deck extra)	
Concrete or unite	\$ 70/sq. ft.

¹ OAR. Division 650. Table 1 plus 30%.

SECTION 2: BUILDING

Plastic below ground

\$ 45/sq. ft.

g. In-Fill and Grading

In-Fill and Grading Permit and Plan Review Fees for each

1 to 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 ¹

Other Inspections and Fees

Inspections Outside of Normal Business Hours \$ 75/hr. (minimum two hour)

Re-Inspection Fee \$ 75/hr.

Inspections for which no fee is specifically indicated \$ 75/hr.

(must be preapproved by applicant)

¹ Cost to include supervision, overhead, equipment, hourly wages, and benefits of employees involved.

SECTION 3: BUSINESS REGISTRATION

3. BUSINESS REGISTRATION

Business Registration ~~program which is~~ requires ~~annually an annual renewal~~ for all businesses doing business in the City. ~~Additionally, parking permits are available for purchase by employees working in the downtown area. These fees and more are listed below:~~

Standard base fee	\$ 121 125
New business commencing between July 1 and December 31	64 65
Change in business ownership fee	10
Fee for each FTE	67
Temporary Business (2 weeks or less)	27 30

Commented [DB1]: Increased by 2.5% to nearest \$5

Delinquent Registration	10% of total fee each calendar month and fraction thereof delinquent 10% of the original business tax plus interest at 9% per annum from the due date until full payment is received
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Commented [DB2]: Updated from Ordinance 2129

Metro Business License versus City Business Registration or Both:

Instead of ~~obtaining~~getting separate business licenses/registrations within each Portland-area city that you conduct business in, you can ~~purchase~~get a single license from Metro to construct, alter, and repair structures in 20 cities that have licensing/registration requirements in the metropolitan area, excluding Portland. The license covers all construction trades, both commercial and residential, as well as all landscape contractors. 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 ~~503-797-1620~~503-797-1710 or visit their website at: <http://www.oregonmetro.gov/tools-working/regional-contractors-business-license>

SECTION 4: DOWNTOWN PARKING

4. DOWNTOWN PARKING

Downtown employees can purchase a permit for designated permit spaces. Customers and visitors of downtown Milwaukie can use the short-term parking spaces.

Parking Permit Fees

Daily Permit	\$ 5
Monthly Permit	40
Quarterly Permit	115
Discount for Bulk Pass Purchase (>10)	10%
Replacement Pass (each)	\$ 5
Parking Variance ¹	\$ 30
<u>Use of parking stall(s) in the right-of-way during a Temporary Event</u>	<u>\$ 30</u>

Commented [DB3]: A \$40 monthly pass is \$1.32 per day. Suggest charging \$5.00/daily pass to cover expenses and a rounded \$ to charge.

Commented [DB4]: \$40 = \$1.32/day

Commented [DB5]: \$115 = \$0.78/day

Downtown Parklet Use Fees

Downtown parklets are reviewed through Engineering. Additionally, Parklets incur a use fee for the parking spaces which are due upon application approval.

Commented [DB6]: Approved by City Council 4/18/2017

	Engineering Fees
Parklet Permit Fee	\$ 150
Parklet Renewal Fee	8595
Parklet Plan Review	\$ 112.50 150

	Monthly Use Fee Per Parking Space
Private Seasonal Platform	\$ 20
Hybrid Parklet (25% discount from Private)	15
Public Parklet	No fee for parking space use

Additional incurred costs (if applicable)	TBD based on location
Signage for Public and Hybrid parklets	\$ 95

¹ Parking variance is subject to City approval for events and/or construction parking. Fee is charged per parking space and would be issued for no longer than a 2 week period.

Section 5: Engineering

5. ENGINEERING

Engineering fees consist of inspections, permits, printed and electronic maps, as well as erosion control charges.

a. Inspections and Permits

Right-of-Way Permit Applications		
<u>Construction Permit Application</u>		\$ 250 150
<u>Tree Removal or Major Pruning Permit</u>		150 50
<u>Sidewalk Permit</u>		150 50
Right-of-Way Use Permit		3050
<u>Major Encroachment Permit Application</u>		150
<u>Minor Encroachment Permit Application</u>		50
Right-of-way Re-inspection (beyond standard of 2)		85 95
Painted Intersection Permit		\$ 50
Subdivision Construction Inspection ¹	5.5% of Total Const. Cost (min. \$500)	
Public Improvement Construction Inspection ²	5.5% of Total Const. Cost (min. \$500)	
Street Opening Deposit	\$ 25 per square foot, (<u>min.</u> 1,500)	minimum
Street Opening Deposit under 5-Year Moratorium	\$ 50 per square foot, (<u>min.</u> 3,000)	minimum
<u>5-Year Moratorium Surcharge:</u>		
<u>1st year of moratorium</u>		\$250 per square foot
<u>2nd year of moratorium</u>		\$200 per square foot
<u>3rd year of moratorium</u>		\$150 per square foot
<u>4th year of moratorium</u>		\$100 per square foot
<u>5th year of moratorium</u>		\$50 per square foot
<u>Grading Permit</u>		
<u>Minor (0 to 100cy)</u>		150
<u>Major (100+ cy)</u>		250
Floodplain Review		Actual Costs
Inspection		Actual Costs
<u>Building Permit Plan Review – Minor</u>		75
<u>Building Permit Plan Review - Major</u>		150
<u>Street Vacation/Rename Request</u>	\$ 175 62,500 Deposit (actual cost billed per hourly rate)	
<u>Request for Stormwater Rate Reduction</u>	\$75 Deposit (actual cost billed per hourly rate)	
<u>Franchise Permit Application</u>		No cost
<u>Traffic Control Device Request</u>		No cost
<u>ADA Request for Service</u>		No cost
Transportation Fee Review Application	\$ 60 75 Deposit (a Actual cost billed per hourly rate)	
Appeal to City Council		300
Sewer Dye Test		100
Moving Buildings ³	\$ 200 + 65 \$75/hr. staff time + 1,000 deposit	

¹ Street/Sewer/Water/Storm.

² Commercial/Industrial/Miscellaneous Development.

³ Performance bond amount at discretion of City Engineer.

Section 5: Engineering

Materials (Engineering)

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

Printed and Electronic Maps (GIS)

Standard Selection of GIS maps

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 includes postage, handling, and 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 includes postage, handling, and charges)	\$ 22

Custom Maps

Flat charge per hour plus cost of materials	\$ 55
Electronic file (for mailed media includes postage, handling, and charges)	\$ 722

Erosion Control

Erosion Prevention/Sediment Control Planning & Design Manual (CD)	\$ 10
Minimum Charge for Clearing/Construction ¹	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) and value of structure/remodel doesn't exceed \$20,000

Clearing/Construction for Single-Family Residential	380
Rate if certified in erosion control ²	225
Clearing/Construction for Multifamily Residential	490

Rate if certified in erosion control ² (additional \$40 per ½ acre over 1 acre)	335
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Clearing/Construction for Subdivision/Commercial/Industrial	623
Rate if certified in erosion control ² (additional \$40 per ½ acre over 1 acre)	467

Additional Site Visit (due to code enforcement)	\$ 6575
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¹ Erosion control certification discount does not apply.

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

Section 6: Fees in Lieu of Construction (FILOC)

6. FEES IN LIEU OF CONSTRUCTION (FILOC)

FILOC fees for Transportation, Water, Stormwater, Wastewater and Water Quality are established by City Council based on the impact of development on the appropriate infrastructure to serve the intended use. FILOC fees are available as an alternative to Construction of the minimum required services when those services can be deferred in accordance with MMC 13.32 at the request of the applicant for development. FILOC fees shall be indexed for inflation annually using the Engineering-News Record Construction Cost Index (CCI) for Seattle (Resolution #79-2016).

Transportation

Transportation FILOC is based on the historical cost to construct the minimum standard improvements for a local street per lineal foot of lot frontage.

Single Family Residential	\$405 <u>414</u> per lineal foot
Commercial/Industrial	\$457 <u>467</u> per lineal foot
<u>Public Area Requirements</u>	<u>\$1,002 per lineal foot</u>

Water

Water FILOC is based on the historical cost to construct the minimum standard water main per lineal foot of lot frontage.

Residential/Commercial/Industrial	\$294 <u>300</u> per lineal foot
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Stormwater

Stormwater FILOC is based on the historical cost to construct the minimum standard storm main per lineal foot of lot frontage.

Residential/Commercial/Industrial	\$207 <u>211</u> per lineal foot
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Wastewater

Wastewater FILOC is based on the historical cost to construct the minimum standard sanitary sewer main per lineal foot of lot frontage.

Residential/Commercial/Industrial	\$195 <u>199</u> per lineal foot
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Storm Water Quality

Storm Water Quality FILOC is based on the historical cost to construct the minimum required water quality facility for impervious surfaces created that drain to a public storm system without treatment.

Residential/Commercial/Industrial	\$11,571 <u>2,000</u> per <u>sq. ft.</u> of <u>impervious surface</u>
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Section 7: Library

7. LIBRARY

The Library collects fines for overdue books, lost or damaged items, and photocopying services.

Overdue Fine	Per Day	Maximum
Adult	\$ 0.25	\$ 3
Juvenile	0.10	\$ 1
Cultural Pass	\$ 5	Replacement cost

Lost or Damaged Items

	Per Item
Barcode	\$ 1
Book Jacket	2
Barcode and Book Jacket	3
Audio Book CD	10
Missing Pages and Booklets	Refer to Librarian
Lost Item	Actual retail cost
Damaged Material	Refer to Librarian
Lost Library Card	1
Kindle Kit	155
Bike Lock	\$ 40

Replacement Media Case

Cover Sheet	\$ 1
Audiobook and CD-ROM Case	5
DVD Case	1
CD-ROM Case	2
CD and CD-ROM Booklets	\$ 3

Miscellaneous

Public Computer Printing:	
Black and White (first 5 free)	\$ 0.10
Color (first 1 free)	0.50
Microfilm Copies	0.10
Non-District Citizen Library Use	\$ 95 annually

Section 8: Miscellaneous

8. MISCELLANEOUS

Document Copying

	<u>Per Item</u>
<u>Black and White</u>	<u>\$ 0.10</u>
<u>Color</u>	<u>0.50</u>

Commented [DB7]: Received several requests from departments to add a Miscellaneous section and include Document Copying.

Miscellaneous Permits

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

Up to \$ 1,200

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)~~

~~\$ 20~~

Commented [DB8]: Moved to Downtown Parking section

Section 9: Municipal Court

9. MUNICIPAL COURT

Commented [DB9]: Per the judge, no changes.

Milwaukie Municipal Court collects fines for traffic citations, parking violations, and miscellaneous programs approved by the Judge. Traffic fine amounts are set by [State](#) legislature based on the offense classification.

Fees and Charges

Payment Plan Installment Fee	\$ 25
Failure to Appear	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

Traffic Fines

Penalty	Presumptive Fine	Special Zone 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.

Section 9: Municipal Court

Parking Fines

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
Traffic Hazard	80
Trucks—2 Hr. Limit	50
Disabled Parking Space	450
Wrong Side of Street	50
Where Prohibited	\$ 80

(Res. #46-2009, adopted 2009)

Per Milwaukie Municipal Code §10.20.090E, parking fine amounts may increase by 50% when a registered vehicle owner has received four (4) or more previous citations for the same parking violation within a rolling 365-day timeframe. 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)

Section 10: Planning

10. PLANNING

The City Planning Department oversees land use applications, annexations, special requests, and procurement of City maps and master plans.

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:

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

Other Land Use Applications

Community Service Use – Minor Modification (Type I)	\$ 50
<u>Downtown Design Review (Type I, II, or III)</u>	<u>See fees for Standard Land Use applications above</u>
Historic Resource Designation (Type IV)	150
Minor Land Partition (Type II)	2,000
<u>Multifamily Design Review (Type I or II)</u>	<u>See fees for Standard Land Use applications above</u>
Natural Resource ²	
Boundary Verification (Type I)	No <u>cost</u>
Construction Management Plan (Type I)	No <u>cost</u>
Natural Resource Management Plan (Type I)	No <u>cost</u>
Tree Removal Request (Type I)	No <u>cost</u>
Tree Removal Request (Type III)	500
All Other Type I, II, or III applications ³	See <u>a</u> Application <u>f</u> ees
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
<u>Variance to Fence Height (Type II)</u>	\$1,000 500

Commented [DB10]: Per Denny: Earlier this year the Council adopted the housekeeping code amendments which made fence height variances a type II decision rather than a type III with a \$2000 fee. Council question - should fee be reduced?

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

² Res. #77-2011, adopted 8/16/11

³ 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.

Section 10: Planning

Additional Application Fees

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/minimum)
Other Reserve Deposit	\$ 500
Technical Report Review:	
A. Scope of Work Preparation	Actual Cost ¹
Reserve Deposit	\$ 1,000
B. 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)	2,750 <u>3,000</u>
All Others	\$ 1,000

Discounts for Land Use Applications

	Discount
Two or More Applications (no discount for most expensive application)	25%
This discount applies to applications which relate to the same unit of land and which will be reviewed and decided concurrently.	
Senior Citizens	10%
Seniors must be at least 65 years of age, and must be the property owner. Applicant may only receive one discount; the senior discount or the low income discount.	
Low Income Citizens	25%
Low-Income Citizens may qualify for reduced fees by filing the same application used to apply for reduced sewer and water rates.	
NDA – Sponsored Land Use Applications Related to Parks	Fees Waived

Annexations

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

Appeals

Appeal to Planning Commission – per Oregon State Statute (ORS 227.175(10)) ¹	\$ 250
Appeal to City Council ²	\$ 1,000

¹ 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.

² Fees are waived for NDA-sponsored appeals, pursuant to Resolution #26-1999.

Section 10: Planning

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.

Early Assistance

Pre-application meeting:

First meeting	FreeNo cost
Second meeting	\$ 50
Third and subsequent meetings ¹	100/mtg.
Pre-application conference ²	200
Pre-application conference – Transportation Facilities Review ³	100
Design review consultation with Design and Landmarks Committee	\$ 800

Special Requests

Property Value Reduction Claims (pertaining to Measures 37 or 49) ⁴	\$ 1,515
Significant Modification of Complete Land Use Application	500
Reschedule of Public Hearing at Applicant's Request (when re-notification 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) ⁵	\$ 25

Permit Review and Inspections

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 ⁶	100
Original Art Mural	100
Sign Permit Review (per sign)	100
Sign Permit Review (daily display or "sandwich board" sign)	\$ 150

¹ Applies to optional meetings attended by a maximum of two City staff. No written notes provided.

² Applies to required or optional meetings that require three or more City staff. Written summary notes provided two weeks after meeting.

³ Additional meeting required to discuss Transportation Impact Study.

⁴ 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.

⁵ Waived for LUCS for emergency sewer connection.

⁶ Fee applies to site plan revisions generated by applicant, not those required by staff during review process.

Section 10: Planning

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>

Zoning Ordinance	\$ 51
Comprehensive Plan	21
Sign Ordinance	5
Land Division Ordinance	4
Downtown and Riverfront Public Area Requirements	\$ 15
GIS Maps (e.g., large Zoning Map)	See Engineering

Downtown Design Guidelines

Black and White	\$ 10
Color	\$ 35

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

11x17 handout (color)	\$ 1
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Section 10: Planning

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
Water Tower Park Master Plan	1
Wichita Park Master Plan	\$ 1
Vision Statement (one page)	No

[costcharge](#)

Transportation System Plan:

Full Document	\$ 67
Executive Summary	8
CD-ROM	\$ 2

Section 11: Police

11. POLICE

The City's Police Department collects fees for permits, licenses, and other miscellaneous services listed below:

Permits/Licenses

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

Police Reports

Video tape copy	\$ 31 35
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)	

Police Services

False Alarm Response (first three)	No cost Charge
False Alarm Response (customer age 65 and over)	No cost Charge
False Alarm Response (each alarm after third)	\$ 160
Good Conduct Background Letter	5
Vehicle Impound	150 100
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

Section 12: SDC & Construction Excise Taxes

12. SYSTEMS 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 (CCI) for Seattle (Resolution 40-2007). The CCI increase is 2.52.1%. Based on Oregon State Statute (ORS 223.304), the charges are broken down into three components; (1) reimbursement (to recover existing facility capacity available for growth), (2) improvement (to recover planned capacity improvements for growth), and (3) administration (to recover direct costs).

Water System Development Charge

Meter Size	Fee			TOTAL
	Reimbursement	Improvement	Administration	
¾" x ¾"	\$ <u>907927</u>	\$ <u>754770</u>	\$ <u>127130</u>	\$ <u>1,7881,827</u>
1"	<u>1,5121,545</u>	<u>1,2591,286</u>	<u>212217</u>	<u>2,9833,048</u>
1.5"	<u>3,0253,090</u>	<u>2,5132,567</u>	<u>424433</u>	<u>5,9626,090</u>
2"	<u>4,8384,943</u>	<u>4,0234,110</u>	<u>679694</u>	<u>9,5409,747</u>
3"	<u>9,6789,887</u>	<u>8,0448,218</u>	<u>1,3571,386</u>	<u>19,07919,491</u>
4"	<u>15,12115,448</u>	<u>12,56912,840</u>	<u>2,1212,167</u>	<u>29,81130,455</u>
6"	<u>30,24230,895</u>	<u>25,13925,682</u>	<u>4,2414,333</u>	<u>59,62260,910</u>
8"	<u>48,38849,433</u>	<u>40,22441,093</u>	<u>6,7866,933</u>	<u>95,39897,459</u>
10"	<u>69,55671,058</u>	<u>57,82159,070</u>	<u>9,7569,967</u>	<u>137,133140,095</u>
		\$		
	\$	<u>113,130115.5</u>		\$
12"	<u>136,089139,029</u>	<u>74</u>	\$ <u>19,08719,499</u>	<u>268,307274,102</u>

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 Wwastewater unit.

	Reimbursement	Improvement	Administration	TOTAL
Wastewater SDC				\$
	\$ <u>394404</u>	\$ <u>681696</u>	-	<u>1,0751,10</u>
				<u>0</u>

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.

	Reimbursement	Improvement	Administration	TOTAL
Stormwater SDC	-	\$ <u>845863</u>	-	\$ <u>845863</u>

Section 12: SDC & Construction Excise Taxes

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.

	Fee			TOTAL
	Reimbursement	Improvement	Administration	
Transportation				\$
SDC (per trip)	\$ 9294	\$ 1,8291,869	-	1,9211,96 3

Parks and Recreation System Development Charge

~~This charge is set by the North Clackamas Parks and Recreation District. Rates herein are updated as changes are adopted by their governing board. Collected for the North Clackamas Parks and Recreation District (adopted Clackamas Board of County Commissioners, Ordinance 09-2007, Oct. 25, 2007).~~

Single-Family Residential	\$ 3,985 per dwelling unit
Multifamily Residential	3,608 per dwelling unit
Nonresidential	\$ 60 per employee ¹

School Construction Excise Tax

~~This charge is set by the North Clackamas School District. Rates herein are updated as changes are adopted by their governing board. Collected for North Clackamas School District (adopted North Clackamas School District, December 6, 2007).~~

Residential	\$ 1,231.26 per square foot
Commercial	\$ 0.61-0.63 per square foot ²

Metro Construction Excise Tax

~~This charge is set by Metro. Rates herein are updated as changes are adopted by their governing board. Collected for Metro (adopted Metro Council, Ordinance 06-1115, March 23, 2006, effective July 1, 2006; extended Metro Council, Ordinance 14-1328, June 19, 2014).~~

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).

¹ Number of employees calculated according to type of business and building square feet. For more information, go to: <http://www.clackamas.us/engineering/sdc.html>.

² Total commercial fee capped at \$30,700 per project. Private schools, public improvements, low-income (HUD) housing, hospitals, religious facilities, and agricultural buildings are exempt. Construction under 1,000 square feet is exempt.

Section 12: SDC & Construction Excise Taxes

Bancroft Financing for Commercial System Development Charges

Bancroft Financing provides the opportunity for property owners of single family, multi-family, not-for-profit, public organizations, and commercial properties, to finance system development charge(s) over a ten year period, or less at the desire of the property owner, subject to the following interest rate (Ordinance 2108, adopted 2015):

Bank Prime Rate	3.50% as of December 16, 2015; Subject to change as published by the Federal Reserve System ¹
Administration	2.00%
TOTAL	Current Prime Rate plus 2.00% Administration%

For the current bank prime rate visit: <http://www.federalreserve.gov/releases/h15/Current/>

¹ The bank prime rate established by the Federal Reserve is updated periodically as determined by the Federal Reserve Board. The current bank prime rate can be found on the Federal Reserve website under "bank prime loan".

Section 13: Utilities

13. UTILITIES

The City of Milwaukie provides water, wastewater, stormwater, and street maintenance service to citizens. These services are billed monthly at the following rates¹:

Water

Commented [DB11]: 5% increase per CUAB

	Volume Charge per CCF of consumption)
Water	\$ <u>3.353.52</u>

Residential & Commercial Meters	
Meter Size	Fixed Charge ²
5/8" - 3/4"	\$ <u>7.407.77</u>
1"	<u>10.3310.85</u>
1 1/2"	<u>16.6617.49</u>
2"	<u>25.8827.17</u>
3"	<u>63.8066.99</u>
4"	<u>109.67115.15</u>
6"	\$ <u>161.80169.89</u>

Standby Service for Fire Flow Purposes	
Connection Size	Fixed Charge
2"	\$ <u>11.0311.58</u>
4"	<u>39.7141.70</u>
6"	<u>57.8360.72</u>
8"	<u>78.4982.41</u>
10"	<u>99.16104.12</u>
12"	\$ <u>119.84125.83</u>

Wastewater

Commented [DB12]: 4% Increase per CUAB

Account Type	Treatment (per EDU)	Billing and Administration (per account)	Volume ³ (per CCF of water consumption)
Residential	\$ <u>29.9331.13</u>	\$ <u>8.779.12</u>	\$ <u>2.832.94</u>
Low Income	<u>14.9715.57</u>	<u>4.394.57</u>	<u>1.411.47</u>
Commercial	\$ <u>65.0667.66</u>	\$ <u>8.779.12</u>	\$ <u>2.832.94</u>

Stormwater

Commented [DB13]: 14.1% Increase per City Council

	Single Family Residential	Low Income	Commercial
Stormwater	\$ <u>19.3922.12</u>	\$ <u>9.7011.06</u>	\$ <u>19.3922.12</u> (per 2,706 sq. ft. of impervious area)

¹ The Citizens Utility Advisory Board reviews the existing rate structure and capital improvement plan to advise City Council on utility rates.

² Customers participating in the City's Low Income Utility Assistance program are exempt from the monthly fixed charge.

³ Residential wastewater volume charges are determined by the average monthly water usage from November to February (winter average). The winter average is adjusted annually on March 31st.

Section 13: Utilities

Transportation

Commented [DB14]: Based on CPI

Street Maintenance & SAFE Rates for All Categories		
Account Type	SSMP Rates	SAFE Rates
Single Family Residential	\$ 3.354.06	\$ 4.604.70
Low Income	Exempt	Exempt
Commercial <u>per daily trip generated^{1,2}</u>	\$.350.43 per daily trip generated³	Varies by type of use⁴ \$ 0.47
Multi-Family Residential	2.102.58 per unit	2.762.82 per unit
Elderly Housing/Mobile Homes	1.401.72 per unit	.92 per bed or 1.84 per unit
Congregate Care	\$.7086 per unit	0.94 per unit

Other Charges

Water:

Connect Service 5/8" or 3/4" Residential Service	\$ 2,7002.760
Connect Service 1"	2,8002.860
Connect Service 1 1/2"	3,2003.270
Connect Service 2"	3,3003.370
3/4" Meter Equipment	2301.235
1" Meter Equipment	330340
1 1/2" Meter Equipment	560570
2" Meter Equipment	680690
Hydrant Meter Deposit (refundable less water usage)	\$ 2,2002.250

Sewer Connection:

<u>This charge is set by Clackamas County. Rates herein are updated as changes are adopted by their governing board. A</u>	\$ 6,1306.295 per
<u>This fee is</u> charged to the City by Clackamas County and collected to recover invoiced costs for each new connection to the public sanitary sewer system.	EDU ⁵

Miscellaneous:

<u>Reimbursement District Fee</u>	<u>To be determined by the scope of project</u>
Delinquent Account – Past Due Notice	\$ 5
Delinquent Account – Notice of Termination	10
Shut-off/Turn-on	35
After-hours Restoration of Service <u>(Turn-on Fee)</u>	\$ 85

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¹ Cost per unit for commercial accounts is determined by the type of use. Visit www.milwaukieoregon.gov/commercialfee for a detailed breakdown.

² Commercial daily trip generated 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 \$296.88 (Municipal Code Section 3.25.060).

³ Commercial daily trip generated 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 \$296.88 (Municipal Code Section 3.25.060).

⁴ Cost per unit for commercial accounts is determined by the type of use. Visit www.milwaukieoregon.gov/commercialfee for a detailed breakdown.

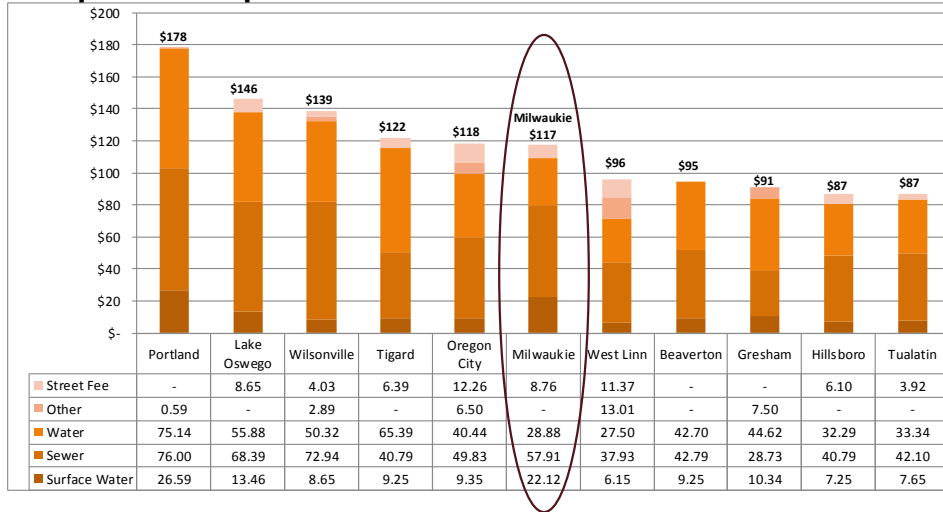
⁵ An EDU or "equivalent dwelling unit" is a unit of measurement of sewer usage that is assumed to be equivalent to the usage of an average dwelling unit.

Section 13: Utilities

Monday-Friday 3:00-8:00 p.m.; Saturday and Sunday 8:00
a.m. – 8:00 p.m.

Section 13: Utilities

Comparison Graph



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. Cities increase different rates at different times during the year; therefore, this graph is simply a picture in time reflecting the rates when the survey was conducted. 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 to be comparable to Milwaukie's overall average. Below are Milwaukie's calculations:

	July 1, 2015			July 1, 2016			July 1, 2017		
	increased	avg bill		increased	avg bill		increased	avg bill	
Water Service Fee									
Base	5.0%	0.34	\$ 7.15	3.5%	0.25	\$ 7.40	5.0%	0.37	\$ 7.77
Plus per 6ccf	5.0%	0.90	19.44	3.5%	0.66	20.10	5.0%	1.01	21.11
Avg water per house (6ccfs)			26.59			27.50			28.88
Sewer Service Fee									
Base fee	4.5%	1.24	28.78	4.0%	1.15	29.93	4.0%	1.20	31.13
Plus per 6ccf	4.5%	1.08	24.75	4.0%	1.00	25.75	4.0%	1.03	26.78
Avg sewer per house			53.53			55.68			57.91
Storm Water Management Fee	14.1%	2.10	16.99	14.1%	2.40	19.39	14.1%	2.73	22.12
Street Maintenance Fee									
SSMP	0%	N/A	3.35	0%	N/A	3.35	21%	0.71	4.06
SAFE			-	1/1/2017	4.60	4.60	3%	0.10	4.70
Avg street per house			3.35			7.95	10%	0.81	8.76
Average bill per residence			\$ 5.66 \$ 100.46			\$ 10.06 \$ 110.52	6.47%	\$ 7.15	\$ 117.67
Maximum SSMP						296.88	0.0257	7.63	304.51
Maximum SAFE						390.18	0.0257	10.03	400.21

Section 13: Utilities

	July 1, 2014			July 1, 2015			July 1, 2016		
	increased		avg bill	increased		avg bill	increased		avg bill
Water Service Fee									
Base	12.8%	0.77	\$ 6.81	5.0%	0.34	\$ 7.15	3.5%	0.25	\$ 7.40
Plus per 6ccf	12.8%	2.10	<u>18.54</u>	5.0%	0.90	<u>19.44</u>	3.5%	0.66	<u>20.10</u>
<i>Avg water per house (6ccfs)</i>			25.35			26.59			27.50
Sewer Service Fee									
Base fee	5.6%	1.44	27.54	4.5%	1.24	28.78	4.0%	1.15	29.93
Plus per 6ccf	5.6%	1.26	<u>23.67</u>	4.5%	1.08	<u>24.75</u>	4.0%	1.00	<u>25.75</u>
<i>Avg sewer per house</i>			51.21			53.53			55.68
Storm Water Management Fee	14.1%	1.84	14.89	14.1%	2.10	16.99	14.1%	2.40	19.39
Street Maintenance Fee	0%	N/A	3.35	0%	N/A	3.35	0%	N/A	3.35
<i>Average bill per residence</i>		\$ 7.41	\$ 94.80		\$ 5.66	\$100.46		\$ 5.46	\$105.92

Section 14: Utility Rights-of-Way Usage Fees

14. UTILITY RIGHTS-OF-WAY USAGE FEES

Following fees apply to anyone using the City's Rights-of-way (ROW) in accordance with Resolution 101-2016.

ROW application	\$ 50
ROW License (5 year)	250
Electric & Natural gas utility providers	5% of gross revenue
Telecommunications	7% of gross revenue
Cable Systems (franchise required)	5% of gross revenue
Use of the City's ROW for any purpose other than generating revenue ¹	<u>\$</u> 3.00 per linear foot or \$5,000 per year, whichever is greater
Attachments to facilities within the City's ROW ²	<u>\$</u> 5,000 per attachment

¹ This fee shall increase 3% annually on July 1st of each year, beginning July 1st, 2018

² This fee shall increase 3% annually on July 1st of each year, beginning July 1st, 2018

Section 15: ~~Municipal Code~~ Violations of the Municipal Code

15. ~~MUNICIPAL CODE VIOLATIONS OF THE MUNICIPAL CODE~~

Violation of the Milwaukie Municipal Code may result in the following fees or penalties. Each day that a violation exists is a separate offense.

General

General penalty (applies to any Municipal Code violation where no other penalty is specified) ¹	\$ 150 to 200
Third or subsequent violation (applies to any Municipal Code violation) ⁶	1,000
Nuisance violation ²	Maximum 500
Shopping cart retrieval programmatic violation ³	Maximum 500
Noise control violation ⁴	Maximum 500
Adult business code violation ⁵	Maximum 500
Public urination or defecation ⁶	up to 750
Curfew violation ⁷	up to 300
Failure to retrieve shopping cart within 72 hours ⁸	50
Solid waste regulation/un-franchised violation ⁹	up to 500
Abatement ¹⁰ (applies to any Municipal Code violation citation) ¹¹	\$ 50

Building Penalties

Violation of vacant building standards ¹²	up to \$ 300
Interference with fire control device ¹³	up to 750
Swimming pool barrier violation ¹⁴	up to 100 per week ¹⁵
Building relocation violation ¹⁶	Not less than 1,000
Failure to comply with stop work order ¹⁷	up to 1,000
Any violation of Title 15 for which a specific penalty has not been expressly provided ¹⁸	up to \$ 1,000

¹ Ord. #1935, adopted 2004, Ord. #1758, adopted 1994, and Ord. #1591, adopted 1986.

² Ord. #1503, adopted 1981, and Ord. #1028, adopted 1964.

³ Ord. #1980, adopted 2008.

⁴ Ord. #1528, adopted 1982.

⁵ Ord. #1533, adopted 1982.

⁶ Ord. #1953, adopted 2005.

⁷ Ord. #1503, adopted 1981, and Ord. #995, adopted 1963.

⁸ Ord. #1980, adopted 2008.

⁹ Ord. #1955, adopted 2005, Ord. #2092 adopted 2015.

¹⁰ 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.

¹¹ Ord. #1998, adopted 2009, Ord. #1758, adopted 1994, and Ord. #1659, adopted 1989.

¹² Ord. #1464, adopted 1980.

¹³ Ord. #1515, adopted 1982.

¹⁴ Ord. #1430, adopted 1979.

¹⁵ Each week that this violation exists is a separate offense.

¹⁶ Ord. #1952, adopted 2005.

¹⁷ Ord. #1881, adopted 2000.

¹⁸ Ord. #2011, adopted 2010.

Section 15: ~~Municipal Code~~ Violations of the Municipal Code

Motor Vehicle Fuel Tax Penalties

Each day that a violation exists is a separate offense.

Failure to secure motor vehicle fuel sales permit ¹	200% penalty on tax owed and \$250.00
Failure to file monthly motor vehicle fuel sales report ¹	10% penalty on tax owed and \$50.00
Late payment of motor vehicle fuel sales tax ¹ (depending upon length of delinquency)	1% or 10% of tax

Specialty Code Penalties

Violation of various Specialty Codes: building, plumbing, mechanical, and electrical ²	up to \$1,000 per day (maximum \$5,000)
Appeal of Specialty Code violation ³	\$ 250

Engineering Penalties

Violation of capital improvement regulations ⁴	up to \$ 500
Basketball hoop regulation violation ⁵	up to 250
Vegetation too low in the right-of-way ⁶	up to 100
Clear vision violation ⁷	up to 250
Failure to repair sidewalk ⁸	up to 250
Sidewalk bench violation ⁹	up to 100
Failure to remove street bench after permit termination ¹⁰	25
Flood hazard violation ¹¹	up to 1,000
Access management violation ¹²	up to 250
Right-of-way encroachment ¹³	up to 250
Erosion control violation ¹⁴	up to 300
Unpermitted tree cutting in the public right-of-way ¹⁵	\$ -1,000

¹ Ord. #1970, adopted 2007

² Ord. #1814, adopted 1997, and Ord. #2011, adopted 2010.

³ Ord. #2011, adopted 2010.

⁴ Ord. #1707, adopted 1991.

⁵ Ord. #1503, adopted 1981, and Ord. #1405, adopted 1978.

⁶ Ord. #1999, adopted 2009.

⁷ Ord. #1679, adopted 1990.

⁸ Ord. #1697, adopted 1991.

⁹ Ord. #1503, adopted 1981, and Ord. #1289, adopted 1974.

¹⁰ Ord. #1289, adopted 1974.

¹¹ Ord. #1983, adopted 2008, and Ord. #1899, adopted 2002.

¹² Ord. #2004 adopted 2009.

¹³ Ord. #2004 adopted 2009, and Ord. #1866 adopted 2000.

¹⁴ Ord. #1899 adopted 2002.

¹⁵ (Title 16) Ord. #1836, adopted 1998.

Section 15: ~~Municipal Code~~ Violations of the Municipal Code

Police Penalties

No active alarm permit on file for property (when dispatched)	\$ 25
Weapon discharge violation ¹	up to 750
Public consumption of alcohol ²	up to 250
Failure to pay Fire and Emergency Services Fee ³	up to 300
Security Alarm Violation ⁴	Maximum \$ 500
Traffic violation penalty ⁵	At least 50% of maximum under Oregon Statute

Planning Penalties

Violation of Sign Ordinance ⁶	up to \$ 100
Violation of Land Division Ordinance ⁷	200
Violation of Zoning Ordinance ⁸	up to \$ 200

Utility Penalties

Low income utility rate violation ⁹	up to \$ 200
Water, wastewater, or storm system regulation violation ¹⁰	25 to 500
Sewer violation ¹¹	Maximum 500
Fats, oils, and grease violation ¹²	Maximum \$ 500

Business Registration Penalties

Violation of business registration requirements ¹³	up to \$ 200
Violation of "Milwaukie Junk Dealers, Secondhand Dealers, Pawnbrokers and Transient Merchants Ordinance" ¹⁴	up to \$ 300

¹ Ord. #1515, adopted 1982.

² Ord. #1746, adopted 1993.

³ Ord. #1767, adopted 1994, and Ord. #1764, adopted 1994.

⁴ Ord. #1568, adopted 1984.

⁵ Ord. #1922, adopted 2003.

⁶ (Title 14) Ord. #1965, adopted 2006, and Ord. #1733, adopted 1993.

⁷ (Title 17) Ord. #1907, adopted 2002.

⁸ (Title 19) Ord. #2025, adopted 2011.

⁹ Ord. #1424, adopted 1979.

¹⁰ Ord. #1418, adopted 1978, Ord. #1548, adopted 1986 and Ord. #1755, adopted 1994.

¹¹ Ord. #1548, adopted 1983.

¹² Ord. #1990, adopted 2008, Ord. #1985, adopted 2008, and Ord. #1972, adopted 2007.

¹³ Ord. #1863, adopted 1999, and Ord. #1349, adopted 1976.

¹⁴ Ord. #1552, adopted 1983.



**City of Milwaukie
10722 SE Main St
Milwaukie, OR 97222
503-786-7555**

<http://www.milwaukieoregon.gov/finance>



**Regular Session
Agenda Item No.**

6

Other Business

 CITY OF MILWAUKIE
COUNCIL STAFF REPORT

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Blanca Marston (as to form), Public Works Admin, and
Haley KG Fish, Finance Director
From: Gary Parkin, Public Works Director

Date: 6/12/17 for 6/20/17 RS meeting

Subject: **Property Purchase for Public Works**

ACTION REQUESTED

Allow the City Manager to enter into a purchase agreement for the purchase of property adjacent to the Public Works yard for the purpose of expanding the current yard.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

In 2011 the City began to look at extending the lease to include the entire lot. A lease agreement with the option to buy was drafted in 2012. Several executive sessions were held over the past three years explaining the need for the adjacent property and the negotiation for the property.

In August 2016, during an executive session, Council gave staff direction to move forward with the negotiation of the property purchase including the cell tower lease.

ANALYSIS

Public Works has occupied its current location on Johnson Creek Blvd since 1990. The property proposed for purchase is adjacent to (west of) the Public Works yard. The City has leased the northern portion of the subject property (about half the entire size) since 1997.

The property is 1.43 acres in area and located outside of and adjacent to the City limits with a General Industrial District (I-3) zoning. If purchased, the property will be annexed into the City with an underlying manufacturing zone. The current City yard is permitted as a Community Service Use.

Adequate space for Public Works is key to efficiency, response time and safety. Lacking space means that materials and equipment are either stored elsewhere or stored in a manner that requires moving stuff in order to access other stuff. Current space limitations also mean that vehicles must back into the covered parking area. The additional space from the property purchase would enable the vehicles to more safely drive through the covered area.

The location of the property proposed for purchase makes it especially important to the City. A search for another site to house Public Works showed a lack of alternatives that within the City or nearby. Also, should another party purchase the property, their use of the adjacent property may not be compatible with Public Works use. For example, there have been issues in the past with loud noise from a rock breaking machine.

On October 21, 2016 agreement was reached on a purchase price of \$585,000 and included the cell tower and the conditions noted. The cell tower is located on the property occupying a 40' x 40' portion of the property and was not considered to be part of the purchase until negotiations brought it in. The City will receive approximately \$1141 per month in lease revenue from the cell tower. At least one company is interested in buying out the lease for an up-front cash payment.

BUDGET IMPACTS

The current budget includes an allocation of \$146,250 per utility (including transportation) for a total of \$585,000; including the supplemental appropriations adopted by Council in February 2017.

The utility funds are positioned to provide funding for this property purchase preserving adequate reserves in each case. Negotiations with the cell tower lease are expected to return about \$40,000 to each utility fund.

The future need for covered storage, like that on the existing property, is anticipated with a construction cost of about \$100,000. If the property is purchased, this cost would be budgeted as funds allow.

WORKLOAD IMPACTS

Improved capacity allows for more efficient operations, improved response times to emergency issues and the ability to explore options and opportunities.

COORDINATION, CONCURRENCE, OR DISSENT

Finance has reviewed the staff report and confirmed that the budget includes the required funds for the purchase. The City attorney's office negotiated terms and developed the purchase agreement.

STAFF RECOMMENDATION

Staff strongly recommends the purchase of this property. The repercussions of not purchasing the property and losing the currently leased portion are high including the space limitation issues stated above and a continuation of efforts to secure space.

As noted in the memo from the City Attorney dated June 13, 2017, a few issues remain outstanding. Staff asks that you authorize the City Manager to execute the Agreement provided she concludes that those issues have been resolved satisfactorily.

ALTERNATIVES

If the property is not purchased there are few good solutions to the lack of storage area for materials and equipment. Materials and equipment would be relocated to the 40th and Harvey site and possibly distributed to other well sites. Other options include relocating employee parking (which is near capacity) off site.

ATTACHMENTS

1. Resolution
2. Purchase and Sale Agreement and Escrow Instructions
3. Plan showing property and proposed usage



CITY OF MILWAUKIE

COUNCIL **RESOLUTION No.****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
TO PURCHASE PROPERTY ADJACENT TO THE PUBLIC WORKS MAIN SITE ON
JOHNSON CREEK BLVD FOR USE AS A PUBLIC WORKS FACILITY.**

WHEREAS, the City of Milwaukie constructed and placed the Public Works Facility on its current site in 1990; and

WHEREAS, the site has area constraints; and

WHEREAS, the property adjacent on the west side of the Public Works site provides adequate area and meets Public Works property requirements;

Now, Therefore, be it Resolved that City Council authorizes the City Manager, with the assistance of the City Attorney, to finalize and execute the Purchase and Sale Agreement and Escrow Instructions for the property at 9100 SE 58th Ave, Portland OR, subject to Seller's approval of the final terms proposed by the City.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney

**PURCHASE AND SALE AGREEMENT
AND
ESCROW INSTRUCTIONS**

BETWEEN: Michael Cassinelli (Collectively, "Seller")
 Andrew J. Cassinelli
 Jeanne L. Cozad
 Kathleen M. Kiley, nka Moeller
 Timothy J. Cassinelli
 Margret J. Cassinelli-Beeson
 Anthony M. Cassinelli
 Theodore Cassinelli

And: City of Milwaukie, ("Purchaser")
 An Oregon Municipal corporation

DATED: _____, 2016 ("Effective Date")

RECITALS

A. Seller owns certain real property in the county of Clackamas, Oregon, located at 9100 SE 58th Drive, Portland, OR 97206, further identified as Parcel No. 00069749 and Assessor's Map No. 12E30AD01100, with an address of 9100 SE 58th Drive, Portland, Oregon 97206 (the "Property") and legally described as:

Lots 5, 6, 7, 8, 9, and 10, Block 2, MULLAN HEIGHTS, Clackamas County, State of Oregon.

B. The Property contains a cell tower, under lease to a cell tower operator. Said lease will be assigned to Purchaser at closing.

C. The Wichita Feed and Hardware building is located on the adjoining parcel owned by Margaret J. Cassinelli-Beeson, and Anthony M. Cassinelli and Katherine L. Cassinelli as trustees of the Cassinelli Family Trust (12 E30AD01300 the "Wichita Feed Property") is partially located on the Property, and the cell tower access road to the Property crosses a corner of the Wichita Feed Property. The parties desire to adjust the property line to remove the building area from the Property and to provide access to the Property, including the cell tower, through an access agreement executed by the owners of the Wichita Feed Property.

D. Seller desires to sell the Property, and Purchaser desires to purchase the Property pursuant to the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

ARTICLE 1 DEFINED TERMS

1.1 Cash. The term “Cash” means (i) United States currency, (ii) a check currently dated and payable to Escrow Holder, or (iii) U.S. funds credited by wire transfer into Escrow Holder’s bank account.

1.2 Closing. The process described in Article 8 of this Agreement.

1.3 Closing Date. Closing shall occur no later than ninety (90) days after the Effective Date, or on such other date as the parties may agree upon in writing.

1.4 Contingency Period. The period commencing on the Effective Date and terminating sixty (60) days after the Commencement Date or on the date Purchaser informs Seller that: it is terminating this Agreement or that all of the conditions precedent to Closing waived by Purchaser or satisfied, whichever first occurs.

1.5 Deed. A statutory warranty deed which shall be used to convey the Property from Seller to Purchaser.

1.6 Earnest Money. The Cash payable to Seller pursuant to Section 2.2 of this Agreement in the amount of \$20,000 plus all interest which accrues thereon.

1.7 Effective Date. The date on which this Agreement is fully executed by Seller and Purchaser.

1.8 Escrow Holder. First American Title, located at First American Title National Commercial Services, 200 SW Market St., Suite 250, Portland, OR 97201, Attn: Rene Nicolescu-Moody, Phone: (503) 795-7611.

1.9 Escrow. The escrow opened by Escrow Holder pursuant to this Agreement.

1.10 Property. The land described in Recital A, with the southern property line adjustment as shown on the attached and incorporated Exhibit ‘A’ hereto, and after the adjustment consisting of 63,537 sq. ft. together with all improvements, rights, privileges, servitudes and appurtenances thereunto belonging or appertaining, including all right, title, and interest of Seller, if any, in and to the streets, alleys, and rights-of-way adjacent to the land.

1.11 Property Documents. Any and all documents relating to or affecting the Property, including without limitation, leases, conditional use permits, land use approvals, land use applications, permits, licenses, any agreements related to the Property that will survive Closing, maps, development agreements, surveys and studies relating to the Property prepared by third parties.

1.12 Purchase Price. Cash in the amount of Five Hundred Eighty Five Thousand and No/100 Dollars (\$585,000.00).

ARTICLE 2 EARNEST MONEY AND PURCHASE PRICE

2.1 Sale of Property. Subject to the terms and conditions in this Agreement, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to buy the Property from Seller.

2.2 Earnest Money. Within five (5) business days after the opening of Escrow as set forth in Section 3.1, Purchaser shall deposit the Earnest Money into Escrow. Escrow Holder shall hold the Earnest Money in a non-interest-bearing account that is FDIC insured, unless the parties approve holding the Earnest Money in an interest bearing account. The Earnest Money shall be refundable to Purchaser until all of the conditions precedent to Closing set forth in Article 4 of this Agreement expire or are waived in writing by Purchaser; thereafter, the Earnest Money shall not be refundable except in the event of a Seller default. The Purchase Price shall be paid by Purchaser in Cash to Seller at the Closing, subject to any withholdings required pursuant to this Agreement. The Earnest Money shall be applied to the Purchase Price.

ARTICLE 3 DELIVERIES TO ESCROW HOLDER

3.1 Opening of Escrow.

3.1.1 Within five (5) business days after the Effective Date, Purchaser and Seller shall open Escrow by depositing with Escrow Holder the Earnest Money and a fully executed photocopy of this Agreement for use as escrow instructions. Escrow Holder shall execute the Consent of Escrow Holder which appears at the end of this Agreement and deliver a fully executed consent to Purchaser and Seller.

3.1.2 Purchaser and Seller hereby authorize Escrow Holder to take necessary steps for the Closing of this transaction pursuant to the terms of this Agreement.

3.1.3 Escrow instructions must be approved and acknowledged by both parties.

3.2 Purchaser's Deliveries. At or before Closing, Purchaser shall deposit into Escrow (i) the Purchase Price; (ii) an executed and acknowledged acceptance of the Deed; (iii) an executed counterpart of the assignment of the cell tower lease; (iv) an executed and acknowledged counterpart of the Memorandum of Assignment of Lease attached and incorporated as Exhibit "D"; (v) an executed and acknowledged counterpart of the Access Agreement attached and incorporated as Exhibit 'B'; and (vi) all other documents and instruments reasonably requested by Escrow Holder for Closing. Purchaser shall deposit the balance of the Purchase Price into Escrow as a lump sum and Seller shall be solely responsible for instructing Escrow Holder as to the distribution or allocation of the Purchase Price to and among the individuals constituting the Seller.

3.3 Seller's Deliveries. At or before Closing, Seller will execute and if necessary deliver into Escrow (i) an acknowledged Statutory Warranty Deed; (ii) a Certificate of Non-Foreign Status, pursuant to Section 1445(b)(2) of the United States Internal Revenue Code; (iii) an acknowledged Assignment of the cell tower lease attached as Exhibit 'C'; (iv) executed and acknowledged counterpart of the Memorandum of Assignment of Lease; and (v) all other

documents and instruments reasonably requested by Escrow Holder for Closing. In addition, the owners of the Wichita Feed Property will deliver an executed counterpart of the Access Agreement. At Closing, Seller will deliver possession of the Property and the owners of the Wichita Feed Property will deliver the area subject to the Access Agreement to Purchaser.

ARTICLE 4

CONDITIONS PRECEDENT TO CLOSING

4.1 Purchaser's Right to Analyze Property Documents and Property. Purchaser acknowledges it has thoroughly analyzed the Property and property documents, and has been in possession of a portion of the property for decades. The Purchaser has done its due diligence with hazardous waste studies, DEQ studies and environmental studies and accepts the Property "AS IS" and free of any contaminants.

4.2 Notice of Termination; Failure to Notify. If Purchaser determines, in Purchaser's sole, absolute, and arbitrary discretion, the Property is not suitable, Purchaser may terminate this Agreement and cancel Escrow by delivering written notice of termination to Seller prior to the expiration of the Contingency Period, in which case this Agreement shall immediately terminate and Escrow Holder shall immediately return the Earnest Money to Purchaser.

4.3 Review of Preliminary Title Report. Within ten (10) days after the Effective Date, Seller shall provide Purchaser with a preliminary title report issued by the Escrow Holder, describing title to the Property, and including legible copies of all recorded documents described in the preliminary report and plotted easements (collectively, the "Preliminary Report"). On or before ten (10) days after Purchaser's receipt of the Preliminary Report, Purchaser shall deliver written notice of approval or disapproval of matters disclosed in the Preliminary Report, which approval or disapproval shall be in Purchaser's sole and absolute discretion. Failure of Purchaser to deliver notice of disapproval of any matters disclosed in the Preliminary Report shall be deemed rejection of all such matters. Unless waived, the approved matters disclosed in the Preliminary Report along with the standard printed exceptions on a form of title insurance policy, shall be the "Permitted Exceptions" included as exceptions in the Title Policy.

4.4 Right to Cure Disapproval of Preliminary Report. If Purchaser delivers notice of disapproval, Seller may elect in writing, within five (5) days thereafter, to agree to remove or otherwise cure, to Purchaser's reasonable satisfaction, any disapproved item(s) prior to Closing. Notwithstanding any provision in this Agreement to the contrary, Seller shall prior to Closing remove any deeds of trust and other monetary liens (other than liens for non-delinquent taxes and assessments).

4.5 Failure to Cure Disapproval of Preliminary Report. If Seller fails to agree to cure a disapproved item, or agrees to cure and thereafter fails to cure a disapproved item prior to Closing, Purchaser shall have the right to (i) terminate this Agreement and receive a full refund of the Earnest Money; (ii) suspend performance of its obligations under this Agreement at no cost to Purchaser and extend the Closing Date until that removal of the disapproved exception has occurred; or (iii) waive in writing its prior disapproval of such item and accept title subject to

such previously disapproved item, by delivering written notice of Purchaser's election to Seller prior to Closing.

4.6 Title Policy. Seller shall be unconditionally committed to procure from Escrow Holder upon the Closing, an ALTA standard coverage owner's policy of title insurance for the Property, with a liability limit in the amount of the Purchase Price, and insuring fee title vests in Purchaser subject only to the Permitted Exceptions (collectively, the "Title Policy"). At Purchaser's option, Purchaser may elect to have the Title Policy issued with endorsements and/or in an ALTA extended coverage form, provided that Purchaser pays any additional costs associated with issuance of such policy.

4.7 Property Line Adjustment. Final approval by Clackamas County of PLA application Z0218-17. "Final approval" shall mean that the applicable appeal period for the written approval issued by Clackamas County has passed without an appeal being filed, or if an appeal is filed, the appeal has been satisfactorily resolved, including issuance of a final approval on remand and resolution of any appeal therefrom.

4.8 Council Approval. City Council action on this Agreement in a public meeting is required prior to Closing. Purchaser shall immediately inform Seller upon Council approval or rejection of this Agreement. Seller may, in its sole discretion, grant an extension of the Closing date or terminate this Agreement if City Council rejects this Agreement or fails to approve prior to Closing.

4.9 Cleared site. The portion of the Property currently used for decorative rock storage shall be cleared as provided in 5.1.2.2.

4.10 Contingency Failure. In the event any of the contingencies set forth in Article 4 are not timely satisfied or waived, this Agreement and the rights and obligations of the Purchaser and the Seller shall automatically terminate, and the Escrow Agent shall immediately return the Earnest Money to Purchaser.

ARTICLE 5 SELLER'S REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Seller. Seller represents and warrants that, as of the Effective Date, the end of the Contingency Period, and the Closing, that all of the representations and warranties contained in this Agreement are and shall be true and correct, and shall survive Closing. Each of Seller's representations and warranties is material to and is being relied upon by Purchaser and the continuing truth thereof shall constitute a condition precedent to Purchaser's obligations hereunder. Seller represents and warrants to Purchaser as follows:

5.1.1 Proof of Authority. Seller has authority to enter into this Agreement and consummate the transaction contemplated by it, and shall deliver such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of the Seller to act for or bind the Seller, as may be reasonably required by the Escrow Holder and/or the Purchaser.

5.1.2 Title to the Property. Seller has sole legal and beneficial fee title to the Property, and has not granted any person or entity any right or interest in the Property except:

5.1.2.1 the cell tower lease assigned to Purchaser;

5.1.2.2 an agreement with Smith Rock to permit storage of decorative rock on a portion of the property. Seller shall terminate the agreement and remove or cause to have removed the decorative rock and related items within ninety (90) days of the Effective Date and before Closing, leaving that portion of the property reasonably clear of any items or debris,

5.1.2.3 a “Term Sheet” with Lease Advisors that Seller represents and warrants has expired and no longer is in effect.

Seller will transfer to Purchaser, via Deed, the Property, subject only to the Permitted Exceptions and the cell tower lease.

5.1.3 Property Documents, No Defaults. To Seller’s knowledge, the Property Documents delivered by Seller to Purchaser are true, correct and complete copies and there are no other documents or instruments that would constitute Property Documents that have not been delivered by Seller or otherwise made available to Purchaser. Seller has no knowledge of any default or alleged default by Seller under any Property Documents. Seller warrants that the services associated with the Property Documents, have been, or will be, paid for by Seller no later than Closing.

5.1.4 Pending Transactions, Suits or Proceedings. To Seller’s knowledge, there are no transactions, suits, proceedings, litigation (including zoning or other land use regulation proceedings), condemnation, or investigations pending or threatened against or affecting the Property or Seller as the owner of the Property in any court of law or in equity, or before or by any governmental department, commission, board, agency or instrumentality.

5.1.5 Defects. To Seller’s knowledge, there are no latent or other defects or conditions on or about the Property that would cause injury or damage to persons or property, or which would have a material adverse effect on lawful uses of the Property.

5.1.6 No Further Encumbrances. As long as this Agreement remains in force, Seller will not lease, transfer, option, mortgage, pledge, or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into any agreement granting to any person or entity any option to purchase or rights superior to Purchaser with respect to the Property or any part thereof.

5.1.7 Access; Possession. The Property has legal access to a publicly-dedicated street or road and via an Access Agreement that will be granted at Closing. Except as reflected in the Property Documents, possession of the entire Property can and will be delivered to Purchaser upon Closing (subject to the rights of the cell tower lease).

5.1.8 Construction or Other Liens. Seller warrants that, at the time of Closing, no work, labor or materials have been expended, bestowed or placed upon the Property

by Seller, adjacent thereto or within any existing or proposed assessment district which will remain unpaid at close of escrow or upon which a lien may be filed.

5.1.9 No Option or Right of First Refusal to Acquire Premises. Seller represents that no person or entity has any right of first refusal or option to acquire any interest in the Property or any part thereof.

5.1.10 Conduct Pending Full Payment; Covenants.

5.1.10.1 Documents. Seller hereby agrees that Seller will not modify, cancel, extend or otherwise change in any material manner any of the terms, covenants or conditions of the Property Documents, nor enter into any additional tenancies or leases as to the Property without Purchaser's written consent. Nor will Seller enter into any other agreements having a material effect on the Property without the prior written consent of Purchaser, which Purchaser shall not unreasonably withhold.

5.1.10.2 No Alterations. Seller will not make any material alterations to the Property prior to the Closing.

5.1.11 Condition of the Property through Closing. Seller will, at its sole cost and expense, between the Effective Date and the Closing Date: (i) maintain the portion of the Property not leased to City in substantially the same condition as it was on the Effective Date, with no tree cutting, timber harvesting or altering of the Property in any way except for removal of the stored rock as provided in 5.1.2.2; (ii) keep all existing insurance policies affecting the Property in full force and effect; (iii) make all regular payments of interest and principal on any existing financing; (iv) pay all real property taxes and assessments against the Property prior to delinquency; (v) comply with all government regulations; and (vi) keep Purchaser timely advised of any repair or improvement required to keep the Property in substantially the same condition as it was on the Effective Date.

5.2 Disclaimer of Additional Warranties and Representations; AS-IS, WHERE IS, WITH ALL FAULTS Sale. The Property will be sold to, and accepted by, Purchaser at Closing in its then-present condition, AS-IS, WHERE IS, WITH ALL FAULTS, and without any warranty whatsoever, express or implied, except for any warranty of title to be contained in the Deed to be delivered at Closing, and except for Seller's limited representations and warranties set forth in this Agreement. Purchaser acknowledges that it is purchasing the Property AS-IS, WHERE IS, WITH ALL FAULTS. Seller and Seller's agents have not made, are not now making, and specifically disclaim any warranties and representations of any kind, express or implied, oral or written, with respect to the Property, except for any warranty of title to be contained in the Deed to be delivered at Closing and as set forth herein. The provisions of this Article 5 shall survive Closing.

ARTICLE 6
PURCHASER'S REPRESENTATIONS AND WARRANTIES

6.1 Purchaser's Representation and Warranties. Purchaser represents and warrants that, as of the Effective Date, the end of the Contingency Period, and Closing, all of the representations and warranties of Purchaser contained in this Agreement are and shall be true and

correct, and shall survive Closing. Each of Purchaser's representations and warranties is material to and is being relied upon by Seller and the continuing truth thereof shall constitute a condition precedent to Seller's obligations hereunder. Purchaser represents and warrants to Seller as follows:

6.1.1 Authority. The execution and delivery of this Agreement has been duly authorized and approved by all requisite action of Purchaser, and the consummation of the transactions contemplated hereby will be duly authorized and approved by all requisite action of Purchaser, and no other authorizations or approvals will be necessary in order to enable Purchaser to enter into or to comply with the terms of this Agreement.

6.1.2 Binding Effect of Documents. This Agreement and the other documents to be executed by Purchaser hereunder, upon execution and delivery thereof by Purchaser, will have been duly entered into by Purchaser, and will constitute legal, valid and binding obligations of Purchaser. To Purchaser's actual knowledge, neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Purchaser is a party or by which it is bound. The provisions of this Article 6 shall survive Closing.

ARTICLE 7 PRORATED FEES AND COSTS

7.1 Pro-rations. Escrow Holder will prorate between the parties, based on the latest information available to Escrow Holder, all taxes, bonds and assessments ("Taxes") for the Property. If, after the Closing, either party receives a bill for any Taxes, the parties agree that the Taxes shall be prorated between the parties to the Closing Date. The party receiving the bill for the Taxes shall notify the other party in writing of the amount of such Taxes and the party receiving that notice shall pay its prorated share of such Taxes within thirty (30) days of demand therefore, but not later than ten (10) days prior to delinquency. The parties' obligations under this Section shall survive Closing.

7.2 Penalties. Any penalties that would be due as a result of removal of the Property from any tax deferral program shall be charged to Seller as though the Property were removed from such program on the Closing Date. Seller's obligations under this Section shall survive Closing.

7.3 Seller's Fees and Costs. Seller shall pay: (i) the costs for the Title Policy; (ii) Seller's recording charges; (iii) one-half of Escrow Holder's escrow fee; and (iv) one-half of any transfer taxes. The owners of the Wichita Feed Property shall pay one-half of the recording fee for the Access Agreement.

7.4 Purchaser's Fees and Costs. Purchaser shall pay (i) one-half of the Escrow Holder's escrow fee; (ii) Purchaser's recording charges (including one-half of the recording fee for the Access Agreement); (iii) if requested by Purchaser, any extended coverage and endorsements for the Title Policy; and (iv) one-half of any transfer taxes.

7.5 Other Costs. Except as otherwise provided in this Agreement, each party shall bear and pay the expense of its own attorneys, accountants and other professionals incurred in negotiating this Agreement.

ARTICLE 8 CLOSING

8.1 Closing. Escrow Holder shall close Escrow by (i) recording the Deed; (ii) recording the Access Agreement; (iii) recording the Memorandum of Assignment of Lease; (iv) confirming execution of all other documents necessary for Closing; and (v) delivering funds and documents as set forth herein, when and only when all terms and conditions of this Agreement have been met and each of the conditions set forth below have been satisfied:

8.1.1 Funds and Instruments. All funds and instruments required pursuant to this Agreement have been delivered to Escrow Holder.

8.1.2 Satisfaction of Conditions Precedent. Each of the conditions precedent set forth in the Agreement have been either satisfied or waived.

8.1.3 Liens and Encumbrances. All liens and encumbrances required to be paid by Seller have been paid and satisfied at Seller's sole expense, including without limitation any trust deed or mortgage affecting the Property. The Property shall be conveyed free of encumbrances, except for the Permitted Exceptions and those expressly accepted or waived by Purchaser pursuant to the terms of this Agreement.

ARTICLE 9 RECORDATION AND DISTRIBUTION OF FUNDS AND DOCUMENTS

9.1 Recorded Documents. Escrow Holder shall cause the County Recorder of Clackamas County to mail the Deed and Access Agreement to Purchaser.

9.2 Conformed Copies. Escrow Holder shall at Closing deliver to Seller and Purchaser (i) a copy of the Deed and conformed copies of each document recorded to place title in the condition required by this Agreement; (ii) a copy of the Access Agreement; (iii) each non-recorded document received hereunder by Escrow Holder; and (iv) copies of all documents deposited into Escrow to the parties herein and promptly upon Closing cause the deed to be recorded and a copy of the recorded deed delivered to Purchaser.

9.3 Payment of Funds at Closing. Escrow Holder shall deliver at Closing all amounts as set forth in the final, approved closing statement.

ARTICLE 10 DEFAULT AND REMEDIES

10.1 Purchaser's Default. If Purchaser breaches this Agreement, which breach Purchaser fails to cure within thirty (30) days after receipt of written notice thereof from Seller, Purchaser shall be in default hereunder and Seller is entitled, as Seller's sole and exclusive

remedy, to liquidated damages pursuant to this Article. If Escrow fails to close due to Purchaser's default, Purchaser shall pay all Escrow cancellation charges.

10.2 Seller's Remedies. In the event of Purchaser's default under this Agreement, the Earnest Money shall be forfeited by Purchaser and retained by Seller as liquidated damages. Such amount has been agreed by the parties to be reasonable compensation and the exclusive remedy for Purchaser's default, since the precise amount of such compensation would be difficult to determine. Seller shall have no right to any other damages, claims or actions against Purchaser. Seller and Purchaser each specifically affirm their respective agreement to this liquidated damages provision as Seller's sole and exclusive remedy for Purchaser's default, and agreement that the sum is a reasonable sum.

10.3 Seller's Default. If Seller (including the owners of the Wichita Feed Property) breaches this Agreement, which breach Seller fails to cure within thirty (30) days after receipt of written notice thereof from Purchaser, Seller shall be in default of this Agreement. If Escrow fails to close due to Seller's default, Seller shall pay all Escrow cancellation charges.

10.4 Purchaser's Remedies. In the event of Seller's default under this Agreement, Purchaser shall have the right to terminate this Agreement, and upon such event the Earnest Money shall be immediately refunded to Purchaser.

ARTICLE 11 ASSIGNMENT

11.1 Assignment by Purchaser. Purchaser may not assign or otherwise transfer any of its rights or obligations under this Agreement.

11.2 Assignment of Cell Tower Lease. Seller at Closing shall assign to Purchaser all of Seller's right, title and interest in the PCS Site Agreement entered into between Sprint Spectrum L.P., dated June 6, 2001, later subleased to Global Signal Inc. Current rent shall be prorated by the Escrow Holder at Closing. The Parties also agree to sign and record at Closing an Assignment of Lease, in the form attached and incorporated as Exhibit C..

ARTICLE 12 GENERAL PROVISIONS

12.1 Construction of Agreement. The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Agreement.

12.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. The foregoing sentence shall in no way affect the validity of any instruments executed by the parties in the form of the exhibits attached to this Agreement.

12.3 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Oregon.

12.4 Joint and Several Liability. If any party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.

12.5 Modification. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by all signatories hereto.

12.6 Real Estate Brokerage Commission. Purchaser and Seller represent and warrant that no real estate agent or broker representing Purchaser was involved in negotiating the transaction contemplated herein. In the event any claims for real estate commissions, fees or compensation arise in connection with this transaction, the party so incurring or causing such claims shall indemnify, defend and hold harmless the other party from any loss or damage, including attorneys' fees, that said other party suffers because of said claims. The obligations of the parties in the prior sentence shall survive Closing or the termination of this Agreement.

12.7 Notice and Payments. Any notice or document to be given pursuant to this Agreement must be delivered either in person, deposited in the United States mail duly certified or registered, return receipt requested with postage prepaid, by electronic mail, or by Federal Express or other similar overnight delivery service marked for next business day delivery. Notices shall be effective upon receipt if delivered personally, upon confirmation of receipt if sent by electronic mail, on the next day if sent by overnight courier, or two (2) days after deposit in the mail if mailed. Any party listed below may designate a different address, which shall be substituted for the one specified below, by written notice to the others.

If to Seller:

Michael Cassinelli
PO Box 394
Ilwaco, WA 98624

Andrew J. Cassinelli
10903 SE 74th Ave.
Milwaukie, OR 97222

Jeanne L. Cozad
1011 Christopher Lane
Pasco, WA 99301

Kathleen M. Kiley, nka Moeller
11192 SW Pixie Lane
Culver, OR 97734

Timothy J. Cassinelli
13623 SE Linden Lane
Milwaukie, OR 97267

Margret J. Cassinelli-Beeson
16525 Nottingham Drive
Gladstone, OR 97027

Anthony M. Cassinelli
16498 S. Eaden Road
Oregon City, OR 97045
Theodore Cassinelli
68 – 3744 Ua Noe Place
Waikoloa, HI 96738

with a copy to:

Heather Reynolds
PO Box 145
Astoria, OR 97103
heather@reynoldsattorney.com

If to Purchaser:

City of Milwaukie
Attn: City Manager
City Hall
10722 SE Main St
Milwaukie, OR 97222
E-mail: obero@milwaukieoregon.gov

with a copy to :

Timothy V. Ramis
Jordan Ramis PC
Two Centerpointe Drive, 6th Floor
Lake Oswego, OR 97035
E-mail: tim.ramis@jordanramis.com

12.8 Remedies Cumulative. Except as specifically set forth herein, all rights and remedies of Purchaser and Seller contained in this Agreement shall be construed and held to be cumulative.

12.9 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

12.10 Successors and Assigns. Subject to limitations expressed in this Agreement, each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, assigns, and representatives of the parties hereto.

12.11 Time of the Essence. Time is of the essence of each and every provision of this Agreement.

12.12 Legal Representation. Seller acknowledges that this is a legal document and that Seller has obtained the advice of legal counsel in connection with its review and execution of this Agreement. Seller covenants that it will not deny the enforceability of this Agreement on the basis that Seller elects not to obtain legal counsel to review and approve this Agreement.

12.13 Waiver. No waiver by Purchaser or Seller of a breach of any of the terms, covenants or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by Purchaser or Seller hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by Purchaser or Seller to or of any act by the other party requiring the consent or approval of the first party shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar acts by the other party.

12.14 Negation of Agency and Partnership. Any agreement by either party to cooperate with the other in connection with any provision of this Agreement shall not be construed as making either party an agent or partner of the other party.

12.15 Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or such holiday.

12.16 Statutory Disclaimer. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

12.17 Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER

PURCHASER

City of Milwaukie, an Oregon municipal corporation

MICHAEL CASSINELLI

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

ANDREW J. CASSINELLI

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

JEANNE L. COZAD

Date: _____

KATHLEEN M. KILEY, NKA MOELLER

Date: _____

TIMOTHY J. CASSINELLI

Date: _____

MARGRET J. CASSINELLI-BEESON

Date: _____

ANTHONY M. CASSINELLI

Date: _____

THEODORE CASSINELLI

Date: _____

Owners of Wichita Feed Property:

MARGARET J. OLSEN

Date: _____

ANTHONY M. CASSINELLI, Co-Trustee
under the Cassinelli Family Trust dated
January 23, 2015

Date: _____

KATHERINE L. CASSINELLI, Co-Trustee
under the Cassinelli Family Trust dated
January 23, 2015

Date: _____

Exhibit A – Property Line Adjustment Survey
Exhibit B - Access Agreement
Exhibit C – Assignment of Lease
Exhibit D – Memorandum of Assignment of Lease

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to (i) accept the foregoing Agreement, (ii) be the Escrow Holder under said Agreement, and (iii) be bound by said Agreement in the performance of its duties as Escrow Holder; provided, however, the undersigned shall have no obligations, liability or responsibility under this Consent or otherwise unless and until said Agreement, fully signed by the parties, has been delivered to the undersigned.

DATED: _____, 2017.

By: _____
Name: _____
Title: _____

Exhibit A PROPERTY LINE ADJUSTMENT SURVEY

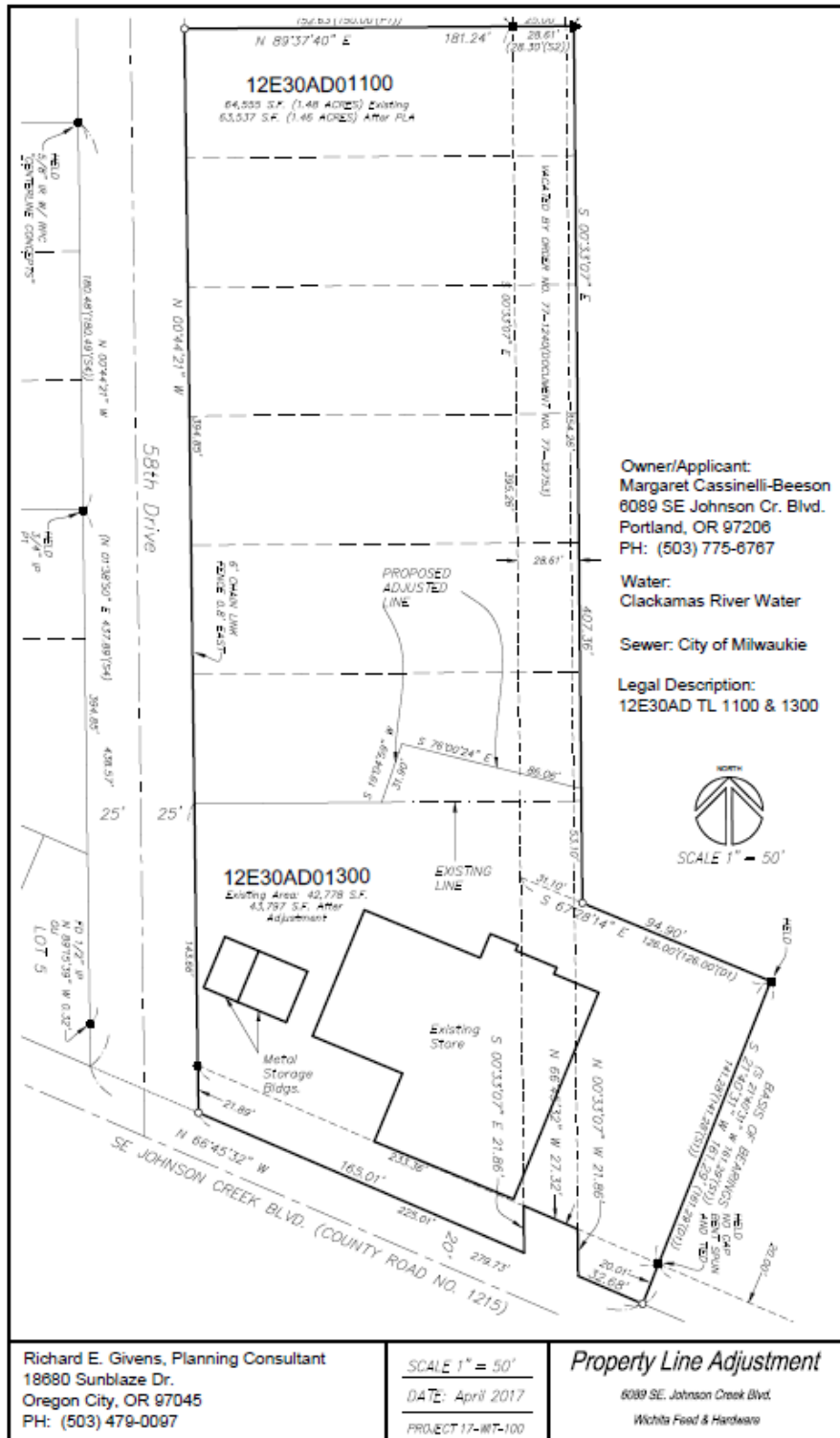


Exhibit B
ACCESS AGREEMENT (to be inserted later)

Exhibit C
ASSIGNMENT OF LEASE

THIS Assignment and Assumption of Lease ("Agreement") is made as of this ____ day of _____, 201__, between:

BETWEEN: Michael Cassinelli (Collectively, "Assignor")
Andrew J. Cassinelli
Jeanne L. Cozad
Kathleen M. Kiley, nka Moeller
Timothy J. Cassinelli
Margret J. Cassinelli-Beeson
Anthony M. Cassinelli
Theodore Cassinelli

And: City of Milwaukie, ("Assignee")
An Oregon Municipal corporation

RECITALS

A. Assignor owns the fee interest in those certain premises described on Exhibit A attached and incorporated hereto (the "Premises").

B. A portion of the Premises are leased pursuant to the lease documents attached and incorporated as Exhibit B (the "Lease"). Assignor holds all right, title and interest in and to the lessor's interest under the Lease.

C. Pursuant to that certain Purchase and Sale Agreement dated _____, between Assignor and Assignee (the "Agreement"), Assignor has agreed to sell the Premises to Assignee and in connection with the sale has agreed to assign the Lease to Assignee and Assignee has agreed to assume the Lease.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective as of the Effective Date of this Assignment, Assignor hereby transfers, sets over and assigns to Assignee all right, title and interest of Assignor in and to the Lease, TO HAVE AND TO HOLD the same to Assignee, its successors and assigns forever; SUBJECT, HOWEVER, to each and every provision of the Lease and as hereinafter provided.

2. Acceptance of Assignment. Effective as of the Effective Date, Assignee accepts the within assignment and agrees to perform and discharge all of the covenants, terms, conditions and provisions to be kept, observed and performed by Assignor as lessor under the Lease.

3. Assignor's Indemnity of Assignee. Assignor hereby agrees to defend and indemnify Assignee, its directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) arising out of or resulting from any breach or default committed or alleged to have been committed by Assignor as lessor under the Lease prior to the Effective Date.

4. Assignee's Indemnity of Assignor. Within the limits of the Oregon Tort Claims Act and Oregon Constitution, Assignee hereby agrees to defend and indemnify Assignor, and its respective directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) arising out of or resulting from any breach or default committed or alleged to have been committed by Assignee, its successors or assigns, as the lessor under the Lease from and after the Effective Date.

5. Effective Date. This Assignment shall be effective as of the date of recording of the deed conveying title to the Premises to Assignee (the "Effective Date").

6. Counterparts. This Assignment may be executed in one or more counterparts by the parties hereto. All Counterparts shall be construed together and shall constitute one agreement.

7. Binding Effect. This Assignment shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on behalf of each of them respectively, by their respective officer's thereunto duly authorized, in multiple originals, all as of the day and year first above written.

ASSIGNOR

MICHAEL CASSINELLI

Date: _____

ANDREW J. CASSINELLI

Date: _____

ASSIGNEE

City of Milwaukie, an Oregon municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

JEANNE L. COZAD

Date: _____

KATHLEEN M. KILEY, NKA MOELLER

Date: _____

TIMOTHY J. CASSINELLI

Date: _____

MARGRET J. CASSINELLI-BEESON

Date: _____

ANTHONY M. CASSINELLI

Date: _____

THEODORE CASSINELLI

Date: _____

EXHIBIT A to Assignment of Lease
Premises

Lots 5, 6, 7, 8, 9, and 10, Block 2, MULLAN HEIGHTS, Clackamas County, State of Oregon.

EXHIBIT B to Assignment of Lease



*Signed
June 2001*

February 25, 2005

SARAH H CASSINELLI TRUSTEE
OF THE SARAH H CASSINELLI REVOC
LIVING TRUST DATE 11/6/95
16498 S EADEN ROAD
OREGON CITY, OR 97045

Re: Estoppel Certificate 4652-PO54XC072

Dear SARAH H CASSINELLI TRUSTEE:

Sprint is excited to announce that it has recently entered into an agreement with Global Signal whereby Global Signal will sublease from Sprint its interest in the Lease with you and will manage the existing tower on Sprint's behalf. Accordingly, Global Signal will assume Sprint's obligations under the Lease.

In connection with this transaction, it is important that Landlord and Sprint make certain acknowledgments with respect to certain matters in the Lease by executing the estoppel certificate enclosed herewith. Sprint has approved the form of the enclosed estoppel.

Global Signal is one of the largest wireless communication tower owners in the United States based on the number of towers owned. We are confident that both you and Sprint will benefit from Global Signal's very substantial experience in operating and managing communications towers.

For your convenience, we have enclosed a pre-addressed and pre-paid Federal Express envelope. Please execute the enclosed estoppel and forward the same using the enclosed envelope or mail to: Global Signal Inc. (Project CL-EST), 301 North Cattlemen Road Suite 300, Sarasota, Florida 34232 within the next week.

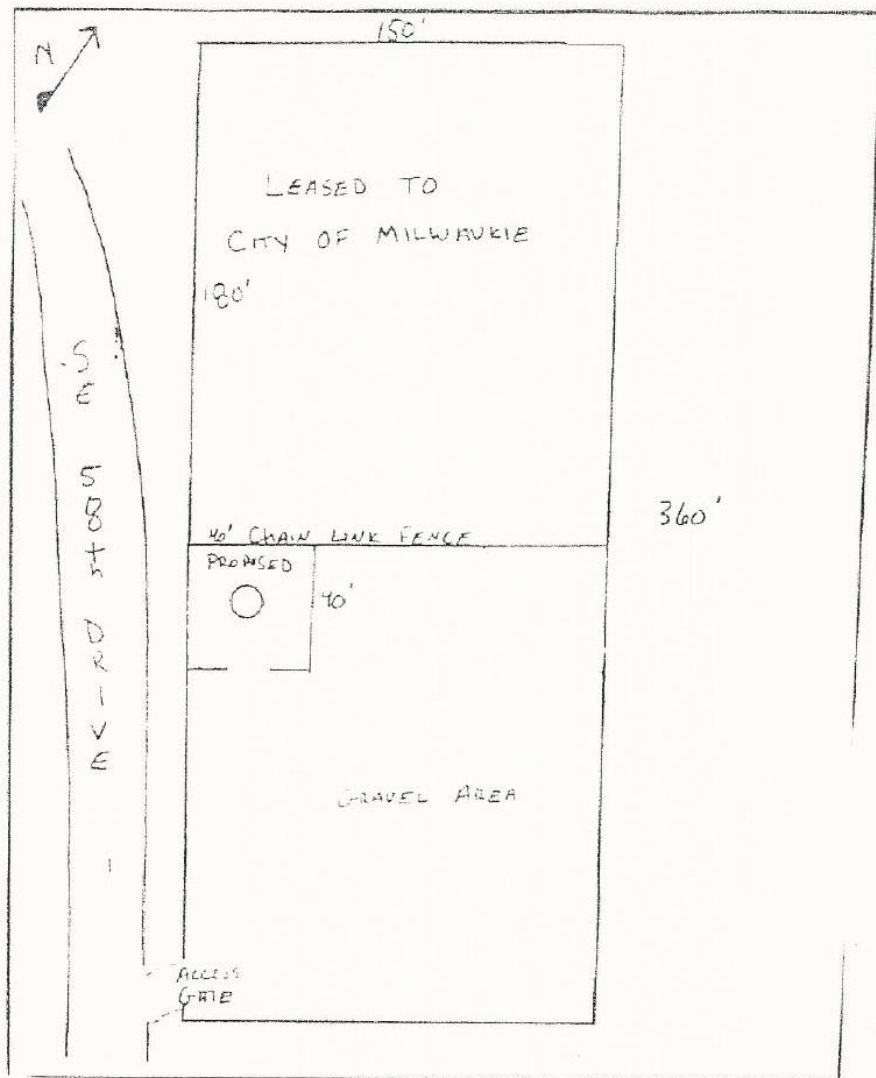
Please call Global Signal if you need any assistance or have any questions regarding this matter. You can reach Global Signal's estoppel hotline by calling (888) 748-3482, extension 3590. Sprint has authorized Global Signal to act on its behalf in this regard.

Sprint thanks you in advance for your cooperation and prompt attention to this important matter and looks forward to continued good relations with you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Dan R. Mueller".

/Enclosures



A.A.C.
ll

SLP may, at SLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property located and/or an as-built drawing depicting the Site.

Recorded At The Request Of,
And After Recording Return to:
Miller Nash LLP/Busch
601 Union Street, Suite 4400
Seattle, WA 98101

MEMORANDUM OF PCS SITE AGREEMENT

Site Name: NE Milwaukie/Wichita Feed

Site I.D. PO54XC072-E

Grantor: Sarah H. Cassinelli, Trustee of the Sarah H.
Cassinelli Revocable Living Trust dated November
6, 1995
Grantee: Sprint Spectrum L.P., a Delaware limited
partnership
Legal Description: Attached as Exhibit A
Tax Parcel Number: R12E30AD01100

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated June 6, 2001, between Sarah H. Cassinelli, Trustee of the Sarah H. Cassinelli Revocable Living Trust dated November 6, 1995 ("Owner"), and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP").

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") within the property of Owner which is situated in the County of Clackamas, State of Oregon, and legally described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on June 6, 2001, which term is subject to four (4) additional five (5) year extension periods by SSLP.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

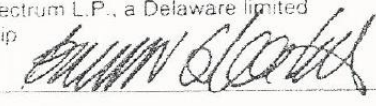
"SSLP"


SARAH H. CASSINELLI, Trustee of the Sarah H.
Cassinelli Revocable Living Trust dated November
6, 1995

Address:
16498 S. Eaden Road
Oregon City, OR 97045

Exhibit B

Sprint Spectrum L.P., a Delaware limited
partnership

By: 
Name: Sprint Spectrum L.P.
George Chantous
Title: Site Development Director

Address:
4683 Chabot Drive, Suite 100
Pleasanton, CA 94588

SEADOC'S 102008.1

OWNER ACKNOWLEDGEMENT - INDIVIDUAL:

STATE OF OREGON

COUNTY OF CLATSOP) SS

This instrument was acknowledged before me on 6/4, 2001, SARAH H. CASSINELLI, as Trustee of the Sarah H. Cassinelli Revocable Living Trust.

[Affix Notarial Seal]



Jodi Jones
Notary Public for Oregon
My commission expires: 1-25-04

Exhibit B

1

SEALDOC 102008 1

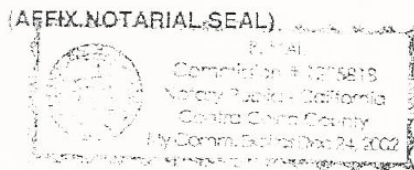
SPRINT SPECTRUM L.P. NOTARY BLOCK:

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

The foregoing instrument was acknowledged before me this 6 day of June, 2001 by George Ghantous, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal



My commission expires:

12/24/02

B. M. AL
(OFFICIAL NOTARY SIGNATURE)
Notary Public - State of California

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

COMMISSION NUMBER: 1205816

SPRINT SPECTRUM L.P. NOTARY BLOCK:

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

The foregoing instrument was acknowledged before me this _____ day of _____, 2001 by _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
Notary Public - State of California

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

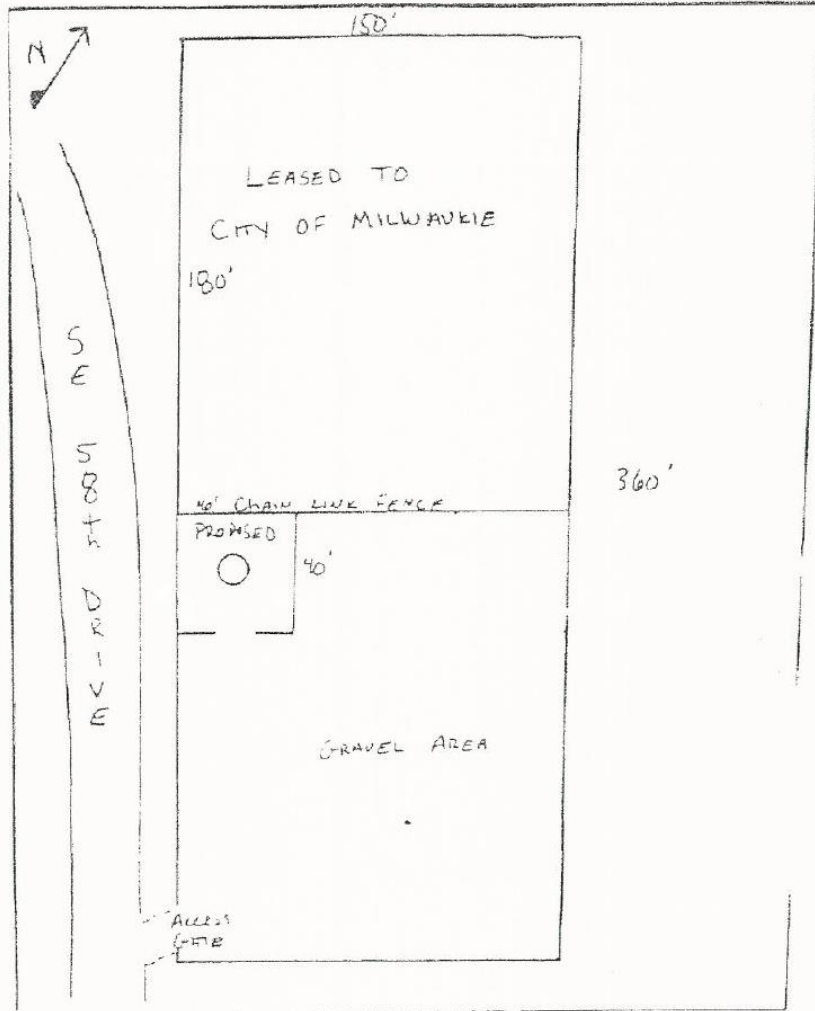
COMMISSION NUMBER:

Exhibit B

3

SPRINT SPECTRUM L.P.

Sketch of Site:



Owner Initials S.H.P.

SSLP Initials U

Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

2 of 2

SEALXCS 1020051

S.H.P.

PCS SITE AGREEMENT

June 2000

Site Name: NE Milwaukie/Wichita Feed

Site I. D. PO54XC072-E

1. Premises and Use. Owner leases to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the site described below:

[Check appropriate box(es)]

☒ Land consisting of approximately 1,600 square feet upon which SSLP will construct its ☒ equipment base station and ☒ antenna structure;

☐ Building interior space consisting of approximately _____ square feet;

☐ Building exterior space for attachment of antennas;

☐ Building exterior space for placement of base station equipment;

☐ Tower antenna space between the _____ foot and _____ foot level on the Tower;

☐ Space required for cable runs to connect PCS equipment and antennas.

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities. The Site will be used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SSLP will have access to the Site 24 hours per day, 7 days per week.

2. Term. The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both SSLP and Owner have executed this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of 5 years each, unless SSLP provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Until the date which is 60 days after the issuance of a building permit, rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of \$750.00 (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by fifteen percent (15%).

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. Assignment/Subletting. SSLP shall have the right to sublease or assign its rights under this Agreement without notice to or consent of Owner.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SSLP are to be sent to: Sprint Spectrum L.P., Real Estate Manager - Portland, 4683 Chabot Drive, Suite 100, Pleasanton, CA 94588, with a copy to Sprint Spectrum L.P., 4900 Main, Kansas City, MO 64112. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. SSLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in

substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. SSLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SSLP desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with SSLP's then existing equipment or (b) encroaches onto the Site.

10. Utilities. Owner represents that utilities adequate for SSLP's use of the Site are available. SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP in SSLP's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. SSLP may terminate this Agreement at any time by notice to Owner without further liability if SSLP does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SSLP, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

12. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and SSLP each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SSLP will not introduce or use any such substance on the Site in violation of any applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SSLP from the holder of any such mortgage or deed of trust.

16. Taxes. SSLP will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SSLP will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SSLP within 60 days after receipt of satisfactory documentation indicating calculation of SSLP's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay

SEAD0CS 102008.1

when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. SSLP will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. Maintenance. SSLP will be responsible for repairing and maintaining the PCS system and any other improvements installed by SSLP at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SSLP for the reasonable costs incurred by SSLP to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by SSLP, Owner agrees promptly to execute and deliver to SSLP a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, and any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B.

OWNER:


SARAH H. CASSINELLI, Trustee of the Sarah H. Cassinelli Revocable Living Trust dated November 6, 1995

Date: _____

S.S./Tax I.D. 540-10-9400

Address:

16498 S. Eaden Road

Oregon City, OR 97045

Sprint Spectrum L.P.,
a Delaware limited partnership

By: 

Name: Sprint Spectrum L.P.

Title: George Chantous

Site Development Director

Date: 6/6/01

Address:

4683 Chabot Drive, Suite 100

Pleasanton, CA 94588

OWNER ACKNOWLEDGEMENT - INDIVIDUAL:

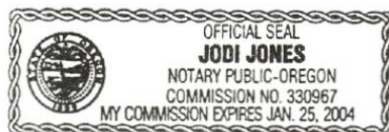
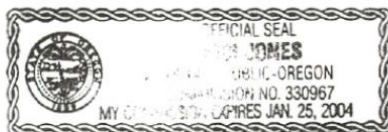
STATE OF OREGON)

COUNTY OF CLATSOP)

SS

This instrument was acknowledged before me on 6/4, 2001, by Sarah H. Cassinelli, as Trustee of the Sarah H. Cassinelli Revocable Living Trust.

[Affix Notarial Seal]




Notary Public for Oregon
My commission expires: 1-25-04

SPRINT SPECTRUM L.P. NOTARY BLOCK:

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

The foregoing instrument was acknowledged before me this 6 day of June, 2001 by George Ghantous, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



My commission expires:
12/24/02

B. MAL
(OFFICIAL NOTARY SIGNATURE)
Notary Public - State of California

B. MAL
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

COMMISSION NUMBER: 1205819

SPRINT SPECTRUM L.P. NOTARY BLOCK:

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

The foregoing instrument was acknowledged before me this _____ day of _____, 2001 by _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
Notary Public - State of California

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

COMMISSION NUMBER: _____

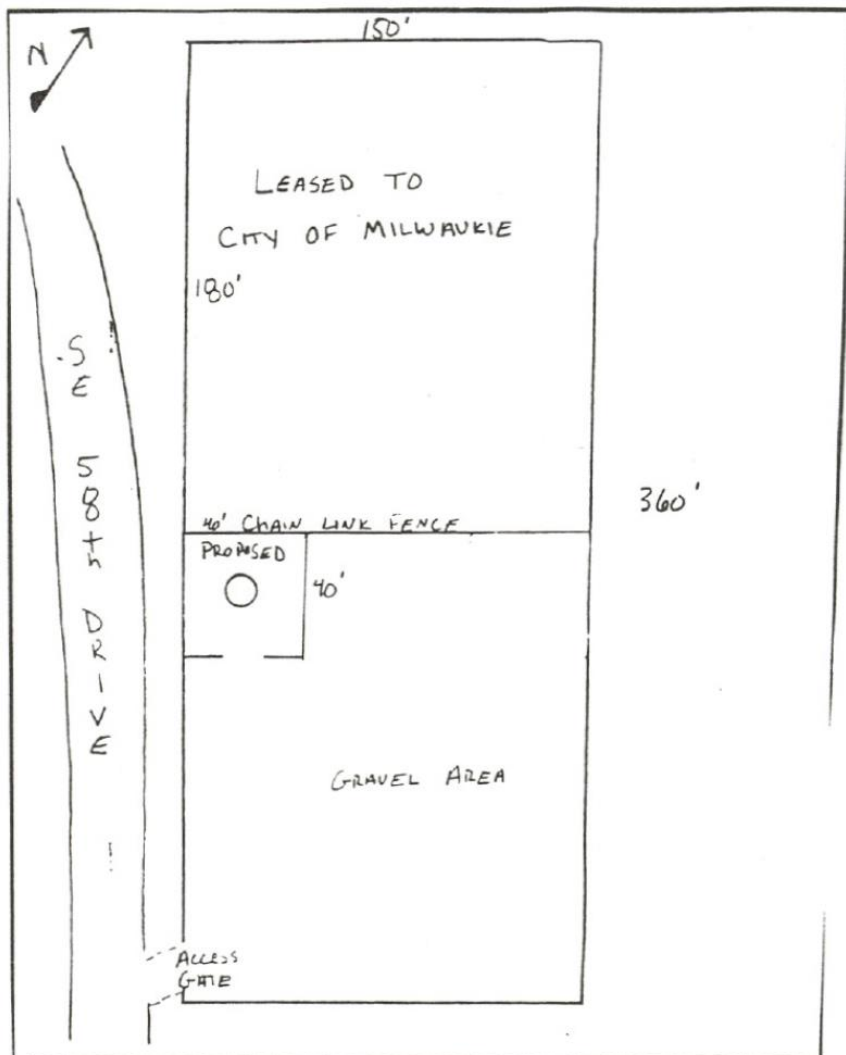
EXHIBIT A
Site Description

Site Name: NE Milwaukie/Wichita Feed

Site I. D. PO54XC072-E

Site situated in the County of Clackamas, State of Oregon commonly described as follows:

Legal Description:



S. H. C.
ll

SLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property located and/or an as-built drawing depicting the Site.

Recorded At The Request Of,
And After Recording Return to:
Miller Nash LLP/Busch
601 Union Street, Suite 4400
Seattle, WA 98101

MEMORANDUM OF PCS SITE AGREEMENT

Site Name: NE Milwaukie/Wichita Feed

Site I.D. PO54XC072-E

Grantor: Sarah H. Cassinelli, Trustee of the Sarah H.
Cassinelli Revocable Living Trust dated November
6, 1995
Grantee: Sprint Spectrum L.P., a Delaware limited
partnership
Legal Description: Attached as Exhibit A
Tax Parcel Number: R12E30AD01100

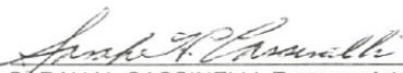
This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated June 6, 2001, between Sarah H. Cassinelli, Trustee of the Sarah H. Cassinelli Revocable Living Trust dated November 6, 1995 ("Owner"), and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP").

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") within the property of Owner which is situated in the County of Clackamas, State of Oregon, and legally described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on June 6, 2001, which term is subject to four (4) additional five (5) year extension periods by SSLP.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

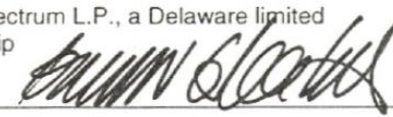
"OWNER"

"SSLP"


SARAH H. CASSINELLI, Trustee of the Sarah H.
Cassinelli Revocable Living Trust dated November
6, 1995

Address:
16498 S. Eaden Road
Oregon City, OR 97045

Sprint Spectrum L.P., a Delaware limited
partnership

By: 
Name: Sprint Spectrum L.P.
Title: George Chantous
Site Development Director

Address:
4683 Chabot Drive, Suite 100
Pleasanton, CA 94588

Exhibit B

1

SEADOC5:102008.1

OWNER ACKNOWLEDGEMENT – INDIVIDUAL:

STATE OF OREGON)

COUNTY OF CLATSOP)

SS

This instrument was acknowledged before me on 6/4, 2001, **SARAH H. CASSINELLI**, as Trustee of the Sarah H. Cassinelli Revocable Living Trust.

[Affix Notarial Seal]



Jodi Jones
Notary Public for Oregon
My commission expires: 1-25-04

SPRINT SPECTRUM L.P. NOTARY BLOCK:

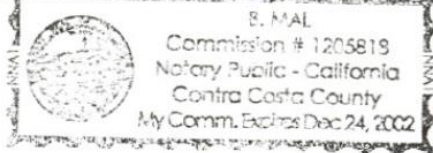
STATE OF CALIFORNIA

COUNTY OF ALAMEDA

The foregoing instrument was acknowledged before me this 6 day of June, 2001 by George Ghantous, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

(AFFIX NOTARIAL SEAL)



My commission expires:

12/24/02

B. MAL

(OFFICIAL NOTARY SIGNATURE)
Notary Public - State of California

(PRINTED, TYPED OR STAMPED NAME OF
NOTARY)

COMMISSION NUMBER: 1205818

SPRINT SPECTRUM L.P. NOTARY BLOCK:

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

The foregoing instrument was acknowledged before me this _____ day of _____, 2001 by _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official sea

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
Notary Public - State of California

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF
NOTARY)

COMMISSION NUMBER: _____

Exhibit B

3

SEAD00CS:1020

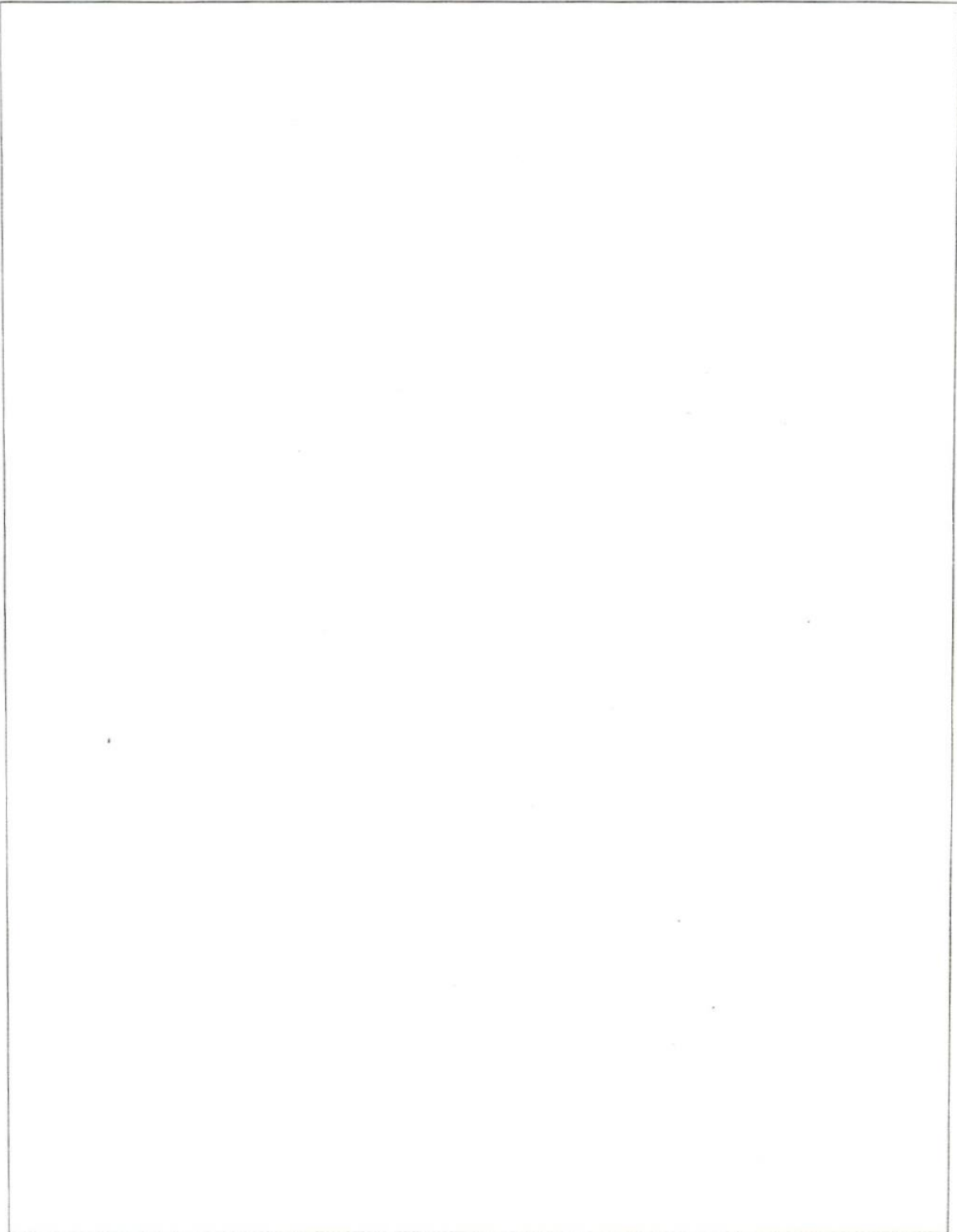


Exhibit B

4

SEADOC5:102008.1

EXHIBIT A
Site Description

Site Name: NE Milwaukie/Wichita Feed

Site I. D. PO54XC072-E

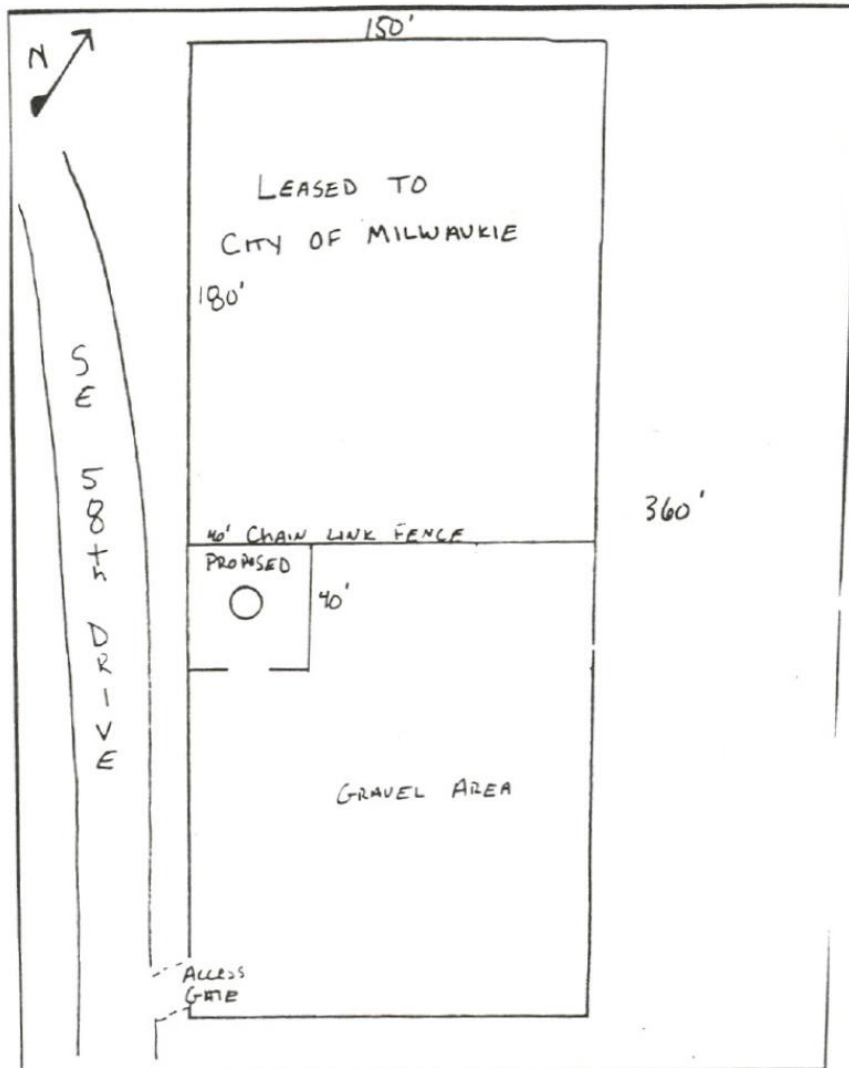
Site situated in the County of Clackamas, State of Oregon commonly described as follows:

Legal Description:

1 of 2

SEADOC5-102008.1

Sketch of Site:



Owner Initials S.H.C.

SSLP Initials U

Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

2 of 2

SEADXXS.102008.1

S.H.C.

Exhibit D

MEMORANDUM OF ASSIGNMENT OF LEASE

AFTER RECORDING RETURN TO:

Jordan Ramis PC
Two Centerpointe Dr., 6th Fl.
Lake Oswego, OR 97035

UNTIL A CHANGE IS REQUESTED
SEND TAX STATEMENTS TO:
NO CHANGE

This space is reserved for recorder's use.

MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT (hereinafter referred to as this "**Memorandum**") is entered into as of the ____ day of _____, 20__ (the "**Effective Date**"),

BETWEEN: Michael Cassinelli (Collectively, "Grantor")
Andrew J. Cassinelli
Jeanne L. Cozad
Kathleen M. Kiley, nka Moeller
Timothy J. Cassinelli
Margret J. Cassinelli-Beeson
Anthony M. Cassinelli
Theodore Cassinelli

And: City of Milwaukie, ("Grantee")
an Oregon municipal corporation

RECITALS

WHEREAS, Grantor and Grantee entered into that certain Purchase and Sale Agreement, dated _____, 20__ (the "**PSA**"), for the purchase and sale of a certain parcel of land located in Clackamas County, State of Oregon, as more particularly described as:

Lots 5, 6, 7, 8, 9, and 10, Block 2, MULLAN HEIGHTS, Clackamas County, State of Oregon.
(the "**Property**"),

WHEREAS, pursuant to the PSA, Grantor has assigned its interest in the Lease to Grantee, in an Assignment of Lease Agreement, dated the same date as the PSA.

WHEREAS, by this Memorandum, Grantor and Grantee desire to provide public notice of the Assignment of Lease Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Public Notice. All members of the general public are hereby placed on notice of inquiry as to the specific provisions of the Assignment of Lease Agreement, all of which are incorporated herein by reference with the same force and effect as if herein set forth in full. This Memorandum shall be recorded in the real estate records of Clackamas County, State of Oregon, in lieu of recording the entire Assignment of Lease Agreement.

2. Conflicts. In the event of any conflict between the terms of this Memorandum and the terms of the Assignment of Lease Agreement, the terms of the Assignment of Lease Agreement shall control.

3. Consideration. The true consideration for this Memorandum is valuable, non-monetary consideration, which is the whole thereof.

4. Captions and Capitalized Terms. Caption headings are inserted herein only as a matter of convenience of reference, and in no way serve to define, limit, or describe the scope of intent of, or in any way affect, this Memorandum.

5. Counterparts. This Memorandum may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date set forth above.

GRANTOR

Michael Cassinelli

Date: _____

Andrew J. Cassinelli

Date: _____

Jeanne L. Cozad

Date: _____

GRANTEE

City of Milwaukie, an Oregon municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

Kathleen M. Kiley, NKA Moeller
Date: _____

Timothy J. Cassinelli
Date: _____

Margret J. Cassinelli-Beeson
Date: _____

Anthony M. Cassinelli
Date: _____

Theodore Cassinelli
Date: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2017, by
Michael Cassinelli.

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2017, by
Andrew J. Cassinelli.

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

[Acknowledgements Continue on Next Page]

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2017, by
Jeanne L. Cozad.

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2017, by
Kathleen M. Kiley, NKA Moeller.

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2017, by
Timothy J. Cassinelli..

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2017, by
Margret J. Cassinelli-Beeson.

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

[Acknowledgements Continue on Next Page]

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2017, by
Anthony M. Cassinelli.

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

STATE OF OREGON)
) ss.
County of _____)

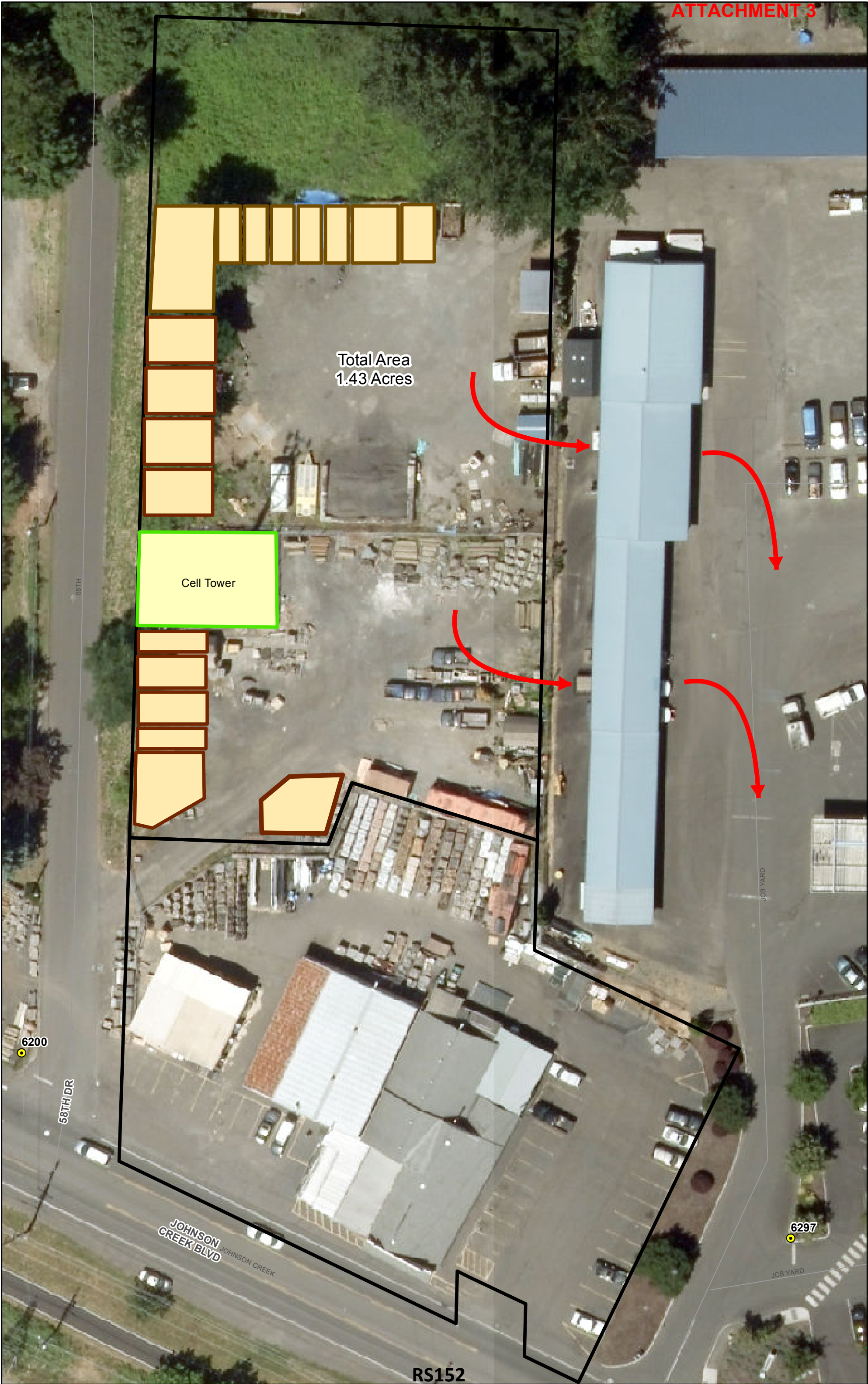
This instrument was acknowledged before me on _____, 2017, by
Theodore Cassinelli.

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2017, by _____
_____ as _____ of City of Milwaukie.

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____



Total Area
1.43 Acres

Cell Tower

JCB YARD

6297

6200

58TH DR

JOHNSON
CREEK BLVD

JOHNSON CREEK

RS152



**Milwaukie
Redevelopment
Commission**

MRC

of the City of Milwaukie, Oregon



CITY OF MILWAUKIE

REDEVELOPMENT COMMISSION

City Hall Council Chambers
10722 SE Main Street
www.milwaukieoregon.gov

AGENDA

JUNE 20, 2017

Page #

1. CALL TO ORDER**2. APPROVE MINUTES**

- A. February 21, 2017, Commission Meeting; and
June 8, 2017, Commission Budget Meeting.**

1

3. REGULAR BUSINESS

Regular Business items will be presented individually by staff or other appropriate individuals. A synopsis of each item together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.

- A. Public Hearing to Adopt Proposed Commission Budget – Resolution**

5

Staff: Haley Fish, Finance Director

4. INFORMATION**5. ADJOURNMENT****Americans with Disabilities Act (ADA) Notice**

The City of Milwaukie is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). Milwaukie City Hall is wheelchair accessible and equipped with Assisted Listening Devices; if you require any service that furthers inclusivity please contact the Office of the City Recorder at least 48 hours prior to the meeting by email at ocr@milwaukieoregon.gov or phone at 503-786-7502 or 503-786-7555. Most Council meetings are streamed live on the City's website and cable-cast on Comcast Channel 30 within Milwaukie City Limits.

Executive Sessions

The City Council may meet in Executive Session pursuant to ORS 192.660(2); all discussions are confidential and may not be disclosed; news media representatives may attend but may not disclose any information discussed. Executive Sessions may not be held for the purpose of taking final actions or making final decisions and are closed to the public.

Meeting Information

Times listed for each Agenda Item are approximate; actual times for each item may vary. Council may not take formal action in Study or Work Sessions. Please silence mobile devices during the meeting.



MINUTES
MILWAUKIE REDEVELOPMENT
COMMISSION
www.milwaukieoregon.gov

FEBRUARY 21, 2017
City Hall Council Chambers

Commissioner Gamba called the meeting of the Milwaukie Redevelopment Commission (MRC) to order at 8:35 p.m.

Commissioners Present: Angel Falconer, Lisa Batey, Wilda Parks, and Shane Abma

Staff Present: City Manager Ann Ober, City Recorder Scott Stauffer, City Attorney Peter Watts, and Planning Director Denny Egner

1. CALL TO ORDER

2. APPROVAL OF MINUTES

It was moved by Commissioner Batey and seconded by Commissioner Abma to approve the Minutes of the February 7, 2017, MRC Meeting. Motion passed with the following vote: Commissioners Falconer, Batey, Parks, Abma, and Gamba voting “aye.” [5:0]

3. AUDIENCE PARTICIPATION

It was noted that no member of the audience wished to address the Commission.

4. BUSINESS ITEMS

A. MRC Bylaws Discussion – Adopt the Resolution.

Mr. Egner reviewed revisions made to the proposed MRC bylaws based on Commission input that included term length and membership changes for the MRC’s Citizens Advisory Board (CAB).

The group discussed whether the Milwaukie Municipal Code (MMC) allowed individuals already serving on a City board or commission to serve on other City groups such as the CAB, ad hoc committees and task forces, or advisory groups. They noted ways to amend the MMC to allow individuals to sit on multiple boards or committees simultaneously. They remarked on the benefits of having board and commission members sit on other advisory groups.

Ms. Ober and **Mr. Watts** suggested that staff take the Commission’s input and work on proposals for changes to the MMC which City Council could consider at a future meeting.

The group discussed how much flexibility the Council should have in appointing individuals to serve on different committees simultaneously, and they remarked on the importance of including different voices in City business and projects. **Ms. Ober** summarized that staff would look at amending the MMC to give Council increased flexibility in making board, commission, and ad hoc group appointments.

Commissioner Falconer, Ms. Ober, and Commissioner Abma discussed the real property acquisition process outlined in the proposed MRC bylaws.

It was moved by Commissioner Parks and seconded by Commissioner Abma to approve the Resolution adopting bylaws. Motion passed with the following vote: Commissioners Falconer, Batey, Parks, Abma, and Gamba voting “aye.” [5:0]

Milwaukie Redevelopment Commission Resolution 1-2017:

**A RESOLUTION OF THE MILWAUKIE REDEVELOPMENT COMMISSION
ADOPTING BYLAWS.**

5. REPORT OF THE EXECUTIVE DIRECTOR

It was noted that there was no Executive Director report.

6. INFORMATION

Mr. Egnor reported that there was no information report.

5. ADJOURNMENT

It was moved by Commissioner Batey and seconded by Commissioner Falconer to adjourn the MRC. Motion passed with the following vote: Commissioners Falconer, Batey, Parks, Abma, and Gamba voting “aye.” [5:0]

Commissioner Gamba adjourned the MRC meeting at 9:08 p.m.

Respectfully submitted,

Scott S. Stauffer, City Recorder



REDEVELOPMENT COMMISSION

City Hall Council Chambers
10722 SE Main Street
www.milwaukieoregon.gov

MINUTES

JUNE 8, 2017

Commissioner Lisa Batey called the meeting of the Milwaukie Redevelopment Commission (MRC) Budget Committee to order at 6:10 p.m.

MRC Commissioners Present: Angel Falconer, Wilda Parks, Shane Abma

MRC Commissioners Absent: Mark Gamba

Budget Committee Present: Milo Denham, Jesse Boumann, Michael Osbourne, Jon Stoll

Budget Committee Absent: Ronn Palmer

Staff: City Manager Ann Ober
Finance Director Haley Fish

Assistant Finance Director Bonnie Dennis
Accountant Judy Serio

1. Call to Order

Designation of MRC Budget Committee Chair

Ms. Fish explained that State Law required urban renewal agency budget committees to designate a chairperson. She reported that there was no requirement that the chair be a citizen member and that it was common in other cities for the City's Budget Committee Chair to also serve as the urban renewal agency budget committee chair.

It was moved by Commissioner Parks and seconded by Budget Committee Member Denham to nominate Budget Committee Chair Jon Stoll to serve as MRC Budget Committee Chair. Motion passed with the following vote: Commissioners Falconer, Abma, Parks, and Batey, and Budget Committee members Denham, Boumann, Osbourne, and Stoll, voting "aye." [8:0]

2. Presentation of Fiscal Year 2017-2017 Budget

Ms. Fish presented the proposed MRC Budget and noted that the budget message had been prepared by Alma Flores, the City's Community Development Director and the MRC's Executive Director. She informed the committee of the frozen base as established by the county tax assessor's office. She noted that the initial budget estimates were consistent with the projections in the urban renewal plan and that funds have been budgeted to be available for potential urban renewal opportunities.

Commissioner Abma and **Ms. Fish** noted that adopting a budget would provide the MRC with the authority to spend the budgeted funds. **Ms. Fish** recommended that MRC funds not be spent until revenue was received sometime in November 2017.

Committee Member Denham and **Ms. Fish** noted that it would be possible for the City to loan the MRC funds until the MRC began to receive its own revenue.

Chair Stoll, Ms. Fish, and Commissioner Abma discussed how the estimated revenue for the MRC's first budget had been calculated and they noted that the MRC's budget was projected to increase based on development activity over time.

Councilor Parks and **Ms. Fish** discussed how the MRC would compensate the City for use of staff resources in supporting MRC activities. The group noted the overlap between the City's economic development activities and the MRC's future projects.

The group reviewed the types of development projects the MRC would pursue in the future when funding was available. It was noted that the City's Urban Renewal Plan listed approved project types and was available on the City's website.

3. Accept Public Comment on the Proposed Budget

Opening: **Chair Stoll** announced that the MRC Budget Committee would take public comment on the proposed MRC budget.

Conduct of Hearing: **Chair Stoll** reviewed the public comment procedures.

Bob “Elvis” Clark, Milwaukie resident, expressed opposition to the MRC and suggested that additional tax revenue be used to offset the City’s inflationary costs.

Correspondence: **Ms. Fish** reported that staff had received 1 piece of correspondence from a Budget Committee member asking for the map of the MRC area.

Audience Testimony: it was noted that public comments had already been received and that no one else wished to address the Committee.

Staff Questions: it was noted that staff had no follow-up to the public comments.

Questions of Clarification: it was noted that there were no follow-up questions for staff.

Close Public Testimony: **It was moved by Commissioner Parks and seconded by Commissioner Batey to close the public testimony portion of the meeting. Motion passed with the following vote: Commissioners Falconer, Abma, Parks, and Batey, and Budget Committee members Denham, Boumann, Osbourne, and Stoll, voting “aye.” [8:0]**

Chair Stoll closed the public testimony part of the meeting at 6:37 p.m.

4. Approve the Proposed Budget

Commission Discussion: The group noted that MRC income was generated by the additional tax revenue above the frozen tax base in the areas identified in the Urban Renewal Plan. They discussed a typographical error in the first proposed motion; it was noted that the reference to “Article CI” of the Oregon Constitution should be “Article IX.”

It was moved by Commissioner Batey and seconded by Commissioner Falconer to approve the property taxes for the 2017-2018 fiscal year for the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX of the Oregon Constitution and Oregon Revised Statutes Chapter 457. Motion passed with the following vote: Commissioners Falconer, Abma, Parks, and Batey, and Budget Committee members Denham, Boumann, Osbourne, and Stoll, voting “aye.” [8:0]

It was moved by Commissioner Batey and seconded by Commissioner Abma to the budget for the 2017-2018 fiscal year in the amount of \$130,000. Motion passed with the following vote: Commissioners Falconer, Abma, Parks, and Batey, and Budget Committee members Denham, Boumann, Osbourne, and Stoll, voting “aye.” [8:0]

5. Adjournment

It was moved by Commissioner Parks and seconded by Commissioner Batey to adjourn the MRC. Motion passed with the following vote: Commissioners Falconer, Abma, Parks, and Batey, and Budget Committee members Denham, Boumann, Osbourne, and Stoll, voting “aye.” [8:0]

Chair Stoll adjourned the MRC meeting at 6:45 p.m.

Respectfully submitted,

Scott S. Stauffer, City Recorder



To: Chair and Commissioners
Through: Ann Ober, City Manager
Alma Flores, MRC Executive Director
From: Haley Fish, Finance Director

Date: 6/13/2017

Subject: **BUDGET ADOPTION, APPROPRIATION OF FUNDS AND DECLARATION OF TAX INCREMENT**

ACTION REQUESTED

Consider, adjust if necessary, and approve a resolution adopting the budget for the fiscal year commencing July 1, 2017 after receiving and considering public testimony.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

August 26, 2016 – Council adopts the Milwaukie Urban Renewal Plan

June 3rd and 4th 2017 - A notice of the Milwaukie Redevelopment Commission (MRC) budget committee meeting to receive the budget message and receive comment from the public on the proposed budget was published in the Oregonian.

June 8, 2017 – A meeting of the MRC Budget Committee was held, the budget message was presented, public comment was received and the budget committee approved the budget and approved the division of tax in accordance with the Oregon Constitution and ORS 457.

June 14, 2017 – The approved budget and notice of the public hearing on the approved budget was published in the Oregonian.

June 20, 2017 – A public hearing on the budget as approved by the MRC budget committee was held.

ANALYSIS

The Clackamas County Tax Assessor has determined the frozen base for the Milwaukie Urban Renewal Plan Area is \$135,994,953. Upon adoption of the proposed resolution, staff will certify to the assessor a request to receive the maximum amount of revenue that may be raised in accordance with state law. By doing this the Commission will generate tax revenue for the first time on the assessed value in excess of the frozen base established upon the adoption of the plan.

BUDGET IMPACTS

We are estimating that the division of tax will generate \$130,000 in property tax increment revenue.

WORKLOAD IMPACTS

No new programs or initiatives are being proposed through this budget. We are appropriating the funds so that they are available if an urban renewal opportunity arises.

COORDINATION, CONCURRENCE, OR DISSENT

Approved by the MRC budget committee, Alma Flores, the MRC Executive Director and City Community Development Director and the City Manager, Ann Ober.

STAFF RECOMMENDATION

Adopt the resolution.

ALTERNATIVES

Not adopt the budget or request tax to be divided therefore not raising any tax revenue for the MRC.

ATTACHMENTS

1. Resolution
2. MRC Approved Budget



CITY OF MILWAUKIE

REDEVELOPMENT COMMISSION **RESOLUTION No.**

A RESOLUTION OF THE MILWAUKIE REDEVELOPMENT COMMISSION (MRC), ADOPTING THE BUDGET FOR THE 2017-2018 FISCAL YEAR

Be it Resolved that the Commissioners of the Milwaukie Redevelopment Commission hereby adopts the budget for the fiscal year 2017-2018 in the total of \$130,000 now on file at the City of Milwaukie City Hall, 10722 SE Main Street, Milwaukie, Oregon 97222

RESOLUTION MAKING APPROPRIATIONS

Be it Resolved that the amounts for the fiscal year beginning July 1, 2017 and for the purpose shown below are hereby appropriated:

MRC Urban Renewal Fund

Program:	Urban Renewal	\$130,000
----------	---------------	-----------

DECLARATION OF TAX INCREMENT

Be it Resolved that the Commissioners of the Milwaukie Redevelopment Commission hereby resolves to certify to the county assessor for the Milwaukie Urban Renewal Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1C, Article IX of the Oregon Constitution and ORS 457.

Introduced and adopted by the Commission on _____.

This resolution is effective on _____.

Mark Gamba, Commission Chair

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney



CITY OF MILWAUKIE

MILWAUKIE REDEVELOPMENT COMMISSION

The Milwaukie Redevelopment Commission (MRC) is the Urban Renewal Agency for THE CITY OF MILWAUKIE.

Below is the budget for the 2017-2018 Fiscal Year (FY) as approved by the MRC budget committee on June 8, 2017 and published in the Oregonian June 14, 2017.

MRC Urban Renewal Fund

As this is the inaugural budget for the plan as adopted August 25, 2016 there is no historical data for the proceeding 3 years.

Program: Urban Renewal

		<u>Description</u>	<u>Budget for FY 2017-18</u>	
			<u>Proposed</u>	<u>Approved</u>
Resources	Property Taxes		\$ 130,000	\$ 130,000
Requirements	Materials and Services		\$ 130,000	\$ 130,000

Total Full-time Employees (FTE): 0*

*MRC will contract work from City Employees.

Property taxes estimated above and approved by the budget committee asks the County tax assessor to levy the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX of the Oregon Constitution and ORS Chapter 457.