



# AGENDA

## ASTORIA CITY COUNCIL

MONDAY, SEPTEMBER 18, 2017

7:00 PM

2<sup>nd</sup> Floor Council Chambers  
1095 Duane Street · Astoria OR 97103

1. CALL TO ORDER

2. ROLL CALL

3. PROCLAMATION

- a) DAR Proclamation: Constitution Week

4. REPORTS OF COUNCILORS

5. CHANGES TO AGENDA

6. CONSENT

The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the City Council requests to have any item considered separately. Members of the community may have an item removed if they contact the City Manager by 5:00 p.m. the day of the meeting.

- a) City Council Minutes for August 21, 2017
- b) Authorization to Light the Astoria Column Pink for the Month of October in Recognition of Breast Cancer Awareness Month (Parks)
- c) Annual Review of Memorandum of Agreement Between the City of Astoria and US Coast Guard (Fire)
- d) Slow Sand Filter Resanding Project Authorization to Bid (Public Works)
- e) Authorization to Purchase 6-inch Trash Pump (Public Works)
- f) Waste Water Treatment Plant Headworks Concept Plan - IFA Grant Application (Public Works)

7. REGULAR AGENDA ITEMS

All agenda items are open for public comment following deliberation by the City Council. Rather than asking for public comment after each agenda item, the Mayor asks that audience members raise their hands if they want to speak to the item and they will be recognized. In order to respect everyone's time, comments will be limited to 3 minutes.

- a) Agreement for Lien Search Services (Finance)
- b) Revision of City Administration Fees – Schedule B (Finance)

8. NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)

9. EXECUTIVE SESSION

- a) ORS 192.660(2)(h) – Legal Counsel

THE MEETINGS ARE ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING THE CITY MANAGER'S OFFICE AT 503-325-5824.



## CITY OF ASTORIA

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September 12, 2017

### MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF SEPTEMBER 18, 2017

### **PROCLAMATION**

**Item 3(a): DAR Proclamation: Constitution Week**

Mayor Arline LaMear will proclaim the week of September 17-23, 2017 as Constitution Week in Astoria.

### **CONSENT CALENDAR**

**Item 6(a): City Council Minutes for August 21, 2017**

The minutes of the City Council meetings of August 21, 2017 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

**Item 6(b): Authorization to Light the Astoria Column Pink for the Month of October in Recognition of Breast Cancer Awareness Month (Parks)**

On February 18<sup>th</sup>, 2014 the Astoria City Council gave direction to the Parks and Recreation Department to limit the use of colored lighting effects at the Astoria Column to twice a year when specifically authorized by City Council. Under City Council's authorization the October pink and April teal lighting events repeated for the 4<sup>th</sup> year in 2016-2017.

In partnership with Columbia Memorial Hospital and the Friends of the Astoria Column, the Parks and Recreation Department is requesting permission to change the lighting color on the Astoria Column for the 5<sup>th</sup> year to a pink hue for the month of October 2017 in recognition of Breast Cancer Awareness Month. This would be the second and final lighting of the column for this calendar year. It is recommended that the City Council authorize the change in lighting at the Astoria Column in October.

**Item 6(c): Annual Review of Memorandum of Agreement Between the City of Astoria and US Coast Guard (Fire)**

U.S. Coast Guard (USCG) Cutters ALERT (WMEC 630) and STEADFAST (WMEC 632) are located at the 17<sup>th</sup> Street Pier in the City of Astoria. In June of 2016, a Memorandum of Agreement (MOA) was approved between the USCG

and the City of Astoria allowing for fire protection and emergency medical services to the Cutters and facilities. Responsibilities of the USCG and the City of Astoria Fire Department are clearly spelled out in the MOA.

The MOA has been reviewed by USCG Cutters Alert and Steadfast and it has been determined that no revisions are necessary. The MOA Review has been signed and dated by the respective Commanding Officers. The MOA has been reviewed and approved as to form by the City Attorney. Staff recommends authorizing approval of the Annual MOA Review.

**Item 6(d): Slow Sand Filter Resanding Project Authorization to Bid (Public Works)**

The four slow sand filters at the City's water supply system need to be replenished with new sand media. The slow sand filter was last re-sanded in 2010-2011 at a cost of \$898,604.46. The sand filters will be resanded in order of need. While one filter is out of service, the remaining three cells will provide adequate capacity to deliver the City's normal demand for drinking water.

The overall construction cost for this project is estimated at \$1,482,000. Quality assurance testing and special inspection has been included in the construction budget estimate for this project. The construction phase of the project will take at least 24 months, with construction to start mid-December 2017.

The project also includes the replacement of the upper portion of the slow sand filter cell liners. The lower portion is in better condition because it is not exposed to the sun and operational equipment. The existing liners are approximately 25 years old with an estimated life span of 20 years and are experiencing serious degradation and maintenance requirements. The plans also include a concrete curb around the perimeter of each cell to keep dirt and rocks from the roadway from getting into the water.

Over the past 5 fiscal years, the Public Works Department has been reserving funds in the amount of \$200,000 per fiscal year for this project. As of July 1<sup>st</sup> FY 2017-2018 (current budget) the fund had a balance of \$1,000,000. With the accumulation of funds at a rate of \$200,000 per fiscal year throughout the duration of the project, funds in the amount of \$1,600,000 will be available.

It is recommended that the City Council authorize staff to solicit bids for the Slow Sand Filter Resanding Project for the City's water supply system.

**Item 6(e): Authorization to Purchase 6-inch Trash Pump (Public Works)**

The Public Works Department has used a portable 6 inch trash pump (a pump that is capable of handling liquids as well as solids) since the early 80's. The motor is extremely loud and the pump doesn't meet our current or future needs.

Xylem Dewatering Solutions out of Tualatin is a distributor of Godwin Pumps and has provided a quote through the General Services Administration (GSA) for a new pump. GSA is a cooperative purchasing program that offers pricing through pre-vetted vendors to state and local governments. This brand of critically silenced pumps has been used by many contractors on City projects and has worked flawlessly. Critically silenced pumps are designed with silencing materials and can be used in residential areas at night if needed. There are funds budgeted for this purchase in the Public Works Improvement fund.

It is recommended Council approve the purchase of a 6" trailer mounted critically silenced pump from Xylem Dewatering Solutions for \$65,375.76.

**Item 6(f):     Waste Water Treatment Plant Headworks Concept Plan - IFA Grant Application (Public Works)**

The 2012 Wastewater Facilities Plan for the City's Wastewater Treatment Plant (WWTP) identified the need for a new headworks to provide improved flow measurement, screening and grit removal to minimize accumulation of materials in the treatment lagoons and improve treatment capacity. Since that time, flow characteristics of the incoming flow has changed particularly in the drier summer months. There has been an increasing number of restaurants and breweries in the City that are discharging concentrated loads to the sewer system. The cumulative effect of these industries has an impact on the flow into the WWTP. Compounding this issue is the Combined Sewer Overflow (CSO) reduction program.

A concept design is needed to define the project beyond what was provided in the facility plan so a capital improvement project can be budgeted and scheduled for future design and construction. The wastewater characteristics need to be updated to reflect changes to the type and quantity of flow in the past 5-10 years and determine if the lagoon treatment concept provided in the facilities plan is still appropriate. This planning effort is the first step towards understanding the current system limitations and mapping out a path towards continued compliance at the WWTP.

The City has been invited by Business Oregon Infrastructure Finance Authority (IFA) to apply for a \$20,000 technical assistance grant to cover a portion of the cost for a concept design that is estimated to cost a total of \$26,100. This concept plan is budgeted in the Public Works Improvement Fund.

It is recommended that Council authorize Staff to submit a Business Oregon Infrastructure Finance Authority application for a technical assistance grant in the amount of \$20,000 for preparation of a Wastewater Treatment Plant Headworks Concept Plan.

**REGULAR CALENDAR**

**Item 7(a):     Agreement for Lien Search Services (Finance)**

The Finance Department has need to place liens on properties from time to time, as specified by City code. Liens may be related to nonpayment of utilities, special assessments, and local improvement debt or transient room taxes.

In March, 2010 the City established an electronic process for recording property liens which took the place of recording manual documents with the County, as allowed by ORS 93.643. Notification was provided to the County March 16, 2010 regarding the implementation of conduits.nassets.net effective March 18, 2010. Publication of and electronic access to the City's property interest against real property is provided through a fee based internet service called Conduits which is operated and supported by Net Assets Corporation (Net Assets).

During review of the electronic lien search service utilized by City of Astoria, it was noted a service agreement was not executed with Net Assets Corporation.

Attached is an agreement with Net Assets Corporation for the continued use of Conduits Electronic Lien Docket (ELD) which is used to record City property interests and provide electronic search to external users. The agreement has been reviewed and approved to form by City Attorney Blair Henningsgaard, with the recommendation to update the Fee Schedule with the billable rate. It is recommended that the City Council consider the agreement with Net Assets Corporation.

**Item 7(b): Revision of City Administration Fees – Schedule B (Finance)**

The proposed amendment to the City Administration Fees – Schedule B is necessary to recognize lien search fees associated with Title company searches utilizing Conduits Electronic Lien Document (ELD) services as supported and operated by Net Assets Corporation.

The Finance Department has the need to place liens on properties from time to time, as specified by City code. Liens may be related to nonpayment of utilities, special assessments, and local improvement debt or transient room taxes.

In March, 2010 the City established an electronic process for recording property liens which took the place of recording manual documents with the County, as allowed by ORS 93.643. Notification was provided to the County March 16, 2010 regarding the implementation of conduits.nassets.net effective March 18, 2010. Publication of and electronic access to the City's property interest against real property is provided through a fee based internet service called Conduits which is operated and supported by Net Assets Corporation (Net Assets).

A \$ 20 search fee is being added to City Administration Fees – Schedule B to recognize the lien search fee charged to agencies and to cover expenses associated with maintaining information and providing an electronic searchable format. It is recommended that the City Council consider the updated Fee Resolution.

**EXECUTIVE SESSION**

**Item 9(a): ORS 192.660(2)(h) – Legal Counsel**



CITY OF ASTORIA

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## PROCLAMATION

**WHEREAS:** September 17, 2017, marks the two hundred thirtieth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week,

**NOW, THEREFORE,** I Arline LaMear, Mayor of the City of Astoria, do hereby proclaim the week of September 17 through September 23 as

## CONSTITUTION WEEK

**AND** ask our citizens to recognize the ideals the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**IN WITNESS WHEREOF,** I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 18th day of September, 2017.



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Mayor

A regular meeting of the Astoria Common Council was held at the above place at the hour of 7:00 pm.

Councilors Present: Nemlowill, Jones, Price, and Mayor LaMear.

Councilors Excused: Brownson

Staff Present: City Manager Estes, Parks and Recreation Director Cosby, Parks Maintenance Supervisor Dart-McLean, Finance Director Brooks, Deputy Chief Halverson, City Engineer Harrington, Public Works Director Cook, Library Director Pearson, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

## REPORTS OF COUNCILORS

**Item 3(a):** Councilor Nemlowill reported that Tina Fey had a lot to say on Saturday Night Live about the incident in Charlottesville, VA. She encouraged everyone to look up the click on YouTube by searching for "Tina Fey Cake." Ms. Fey had said it broke her heart to see evil forces descend upon Charlottesville and a lot of people are asking what they can do. Ms. Fey urged people to order a cake with the American flag on it and eat it. Sheet cake eating is a grass roots movement that many women have been doing since the election. Councilor Nemlowill invited everyone at the meeting to enjoy the American flag sheet cake she had in the next room.

**Item 3(b):** Councilor Jones reported that the Mill Pond Homeowners Association had called him about an overgrown area west of the neighborhood. The area had become a jungle of blackberries and Scotch broom. People had been hanging out in that area at night, which made residents uncomfortable. He appreciated Public Works Staff for cleaning up the area the next day. He thanked the Fire, Police, and other City Officials who helped make the Regatta safe for the community.

**Item 3(c):** Councilor Price had no reports.

**Item 3(d):** Mayor LaMear reported that she had a great time at the Regatta. This was the 123<sup>rd</sup> Regatta and she looked forward to next year. She heard the event needed more bands.

## CHANGES TO AGENDA

City Manager Estes requested the addition of New Business Item 7(a): Waterfront Bridge Replacement Project – Construction Easements. The agenda was approved with changes.

## CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 5(a) City Council Minutes of 7/3/17 and 7/17/17
- 5(b) Boards and Commission Minutes
  - (1) Parks Board Meeting of 5/24/17
  - (2) Planning Commission Meeting of 5/23/17
  - (3) Historic Landmarks Commission Meeting of 5/16/17
- 5(c) Agreement for Installation of Tiny Free Library in McClure Park (Parks)

**City Council Action:** Motion made by Councilor Nemlowill, seconded by Councilor Jones, to approve the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, and Mayor LaMear; Nays: None.

## REGULAR AGENDA ITEMS



**Item 6(a): Bear Creek Headworks Dam Maintenance Public Hearing & Contract Award (Public Works)**

The City of Astoria's Bear Creek Dam is a 90-foot high concrete dam built in 1912 and raised 15 feet in 1953. The Oregon Water Resources Department (OWRD) has classified the Dam as a high hazard dam due to the dam's proximity to human population areas downstream. In early 2013, the City initiated a seismic failure analysis of the dam. The study is now complete and it has been determined that the dam does not need to be structurally modified/mitigated; however, there is some remaining work to do at the headworks to improve operations and prevent future dam overtopping events. Future projects consist of repair to the 63-year-old main drainage piping, a probable maximum flow study for the watershed, and a possible future overflow weir to the east of the Bear Creek Reservoir. This memorandum is for the highest priority next step, which is the continued maintenance of the dam, specifically maintenance of the barrel gate, which helps control the reservoir elevation.

To complete the needed repairs, staff recommends execution of \$30,000 contract with Dam Maintenance Management. This firm has been recommended by the Oregon Water Resources Engineer. In order to sole source to this firm City Code requires that exemption findings be prepared and a public hearing be conducted. Staff has prepared the exemption findings and a public hearing has been advertised.

It is recommended that the City Council conduct a public hearing for the purposes of taking public comments on the findings for exemption from the competitive solicitation requirements, as well as, adopt findings that authorize the sole sourcing of the contract with Dam Maintenance Management to provide valve repair services for the not-to-exceed amount of \$30,000.

Mayor LaMear opened the public hearing at 7:06 pm and called for testimony on the contract for Bear Creek Dam maintenance. Hearing none, she closed the public hearing at 7:07 pm.

**City Council Action:** Motion made by Councilor Price, seconded by Councilor Nemlowill, to adopt findings that authorize the sole sourcing of the contract with Dam Maintenance Management to provide valve repair services for the not-to-exceed amount of \$30,000. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, and Mayor LaMear; Nays: None.

**Item 6(b): Amendment to the Agreement Between Verna S. Oller Aquatic Trust and the City of Astoria (Parks)**

While evaluating the first year of the agreement with the Verna S. Oller Trust to provide residents living in the southern portion of Pacific County, Washington, managers of the Trust brought to City Staff's attention that some South Pacific County residents are utilizing the Astoria Aquatic Center so frequently that their daily "drop-in" charges in one month's time far exceed the cost for a monthly pass. This creates high expenses for some users and billing rates that the Trust may not be able to sustain over long periods of time.

To sustain the agreement between the Verna S. Oller Aquatic Trust and the City of Astoria, managers of the Trust have requested that a cap be placed on billing for individuals who visit the Aquatic Center more than eight times in a month. Once an individual visits the Astoria Aquatic Center for the 8th time within a month, their 8 drop-in charges will be converted into a monthly pass, allowing for continued use of the Aquatic Center for the remainder of the month.

An amendment has been created that reflects this update to the agreement. Parks and Recreation staff has set up the required changes in the Department's point of sale and recreation management software system, which tracks Aquatic Center visits, to accommodate this request.

It is recommended that City Council approve the Amendment to the Pool Use Agreement with the Verna S. Oller Aquatic Center Trust.

Councilor Nemlowill asked how this agreement was reached. She also wanted to know if Staff felt the agreement would be beneficial. The City needs money right now and it sounds strange to give people who are not Astoria residents a bargain rate to the pool. Director Cosby said the agreement would benefit Astoria. The trust partners with the Dunes Pool in Ocean Park, WA as well as the Aquatic Center. The trust's evaluation of their first year of

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the agreement indicated users were visiting the Aquatic Center and the Dunes Pool up to 30 days each month. Astoria's daily rate for adults is \$7.50. In order to maintain the partnership with the Trust, Astoria's rates and services must remain consistent with the Dunes Pool. The City negotiated with the Trust to cap the daily rate at eight days and it will be up to the Parks Department to decide whether users will be allowed to continue using the Aquatic Center after eight visits. The City made a business decision to remain competitive with the Dunes Pool so that those users would continue to come to the Aquatic Center.

Councilor Nemlowill asked how long the cap would last, and if the City could get out of it if the fee structure was changed. She has heard from citizens that they do not believe it is fair that Astoria residents pay the same as non-residents for Parks and Recreation Services. Director Cosby explained the cap was not based on a dollar value, but the amount of total visits. If the City implemented a non-resident fee, the Oller Trust would need to be given 30 days written notice.

Mayor LaMear called for comments from the audience. There were none. She explained the Trust provides pool services for residents in southern Washington.

Director Cosby added that the new agreement would bring in \$58,000 to \$60,000 over the next year. It is in the City's best interest to keep a good working relationship with the Trust.

Councilor Jones asked how many use the pool more than eight times a month. She also wanted to know how much a monthly pass costs. Director Cosby said only a handful of people used the pool more than eight times a month. An ACH pass costs \$50 a month, which is \$10 less than paying the adult daily rate for eight days. The youth and senior daily rate is \$5.50 and the ACH pass is \$40 per month.

**City Council Action:** Motion made by Councilor Price, seconded by Councilor Jones, to approve the Amendment to the Pool Use Agreement with the Verna S. Oller Aquatic Center Trust. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, and Mayor LaMear; Nays: None.

**Item 6(c): Agreement Between Sunset Empire Parks and Recreation District and the City of Astoria**

**Item 6(c): Agreement Between Sunset Empire Parks and Recreation District and the City of Astoria (Parks)**

The Sunset Empire Park and Recreation District will be closing the Sunset Pool from October 20, 2017 - December 3, 2017 for repair and renovation projects. Due to the duration of this project, Sunset Empire Park and Recreation District seeks to provide an alternative facility to its members for aquatic and fitness use.

Sunset Empire Park and Recreation District has contacted the City of Astoria's Parks and Recreation Department to partner in providing services to the preregistered members of Sunset Empire Park and Recreation District during this timeframe.

A Pool Use Agreement has been drafted, and provides preregistered members of Sunset Empire Park and Recreation District permission to utilize the Astoria Aquatic Center without charge for the facility's "drop-in" programs. In return, the Sunset Empire Park and Recreation District will pay the City of Astoria the full admission cost for each service rendered. It is recommended that City Council approve the Agreement.

Mayor LaMear asked how this agreement would impact the ability of pool users to reserve or use a swimming lane for lap swimming, which was already difficult to do. Director Cosby said that would depend on what time of day users want to use a lane for lap swimming. Typically, the most congestion occurs during swim team season, which is mid-November through January, 4:00 pm to 7:00 pm. Even without the agreement, she encouraged residents to avoid the congested times if they want a lane all to themselves. She hoped attendance and revenue increased as a result of the agreement. She did not anticipate problems escalating much, but Staff would work to offset team practices.

**City Council Action:** Motion made by Councilor Jones, seconded by Councilor Price to approve the Pool Use Agreement with Sunset Empire Park and Recreation District. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, and Mayor LaMear; Nays: None.

**Item 6(d): Summary of ArborPro Inc.'s Tree Inventory and Condition Services in Astoria Parks and Open Spaces (Parks)**

During the 2016-2017 fiscal year budget process City Council allocated \$30,000 to inventory the trees managed by the Parks and Recreation Department. This inventory would develop an index of the type, condition, size, location, health, and potential hazards for all individual trees in the parks and open spaces managed by the Department. Completing a tree inventory also aligns with the Parks and Recreation Comprehensive Master Plan. In section 6.2 of the 2016 Parks Master Plan, "Developing a Parks and Facilities Maintenance Plan" is listed as a recommendation. Any Parks Maintenance plan must take into account the current trees in a given park and their future growth potential.

ArborPro has completed a comprehensive tree inventory on all Parks properties and the entire inventory and survey was completed in the spring of 2017 in order to capture representative photos of all trees with their foliage fully developed. Data was collected for over 1,800 trees. ArborPro's summary report is attached to the memo with data on tree counts and distribution at individual sites, distribution graphs of tree characteristics, and information on species types and conditions by site.

The totality of the tree inventory database and management and reporting abilities of the ArborPro software will be essential tools moving forward with day-to-day maintenance decisions, future Park development activities, and will provide the Parks Department with real-world information, which will allow us to make informed decisions and be the best stewards of our community's important tree resources.

Staff will be making a presentation on the inventory project at the Council meeting. No action is required.

Parks Maintenance Supervisor Jonah Dart-McLean gave a Power Point presentation on the results and findings of the tree inventory and provided an overview of the tree management software.

Mayor LaMear believed Arbor Care's report was superb. She asked if the City had enough Staff to carry out all of the recommended work. Supervisor Dart-McLean explained that Staff had options and it was likely the City would never complete the higher risk work. However, the new Grounds Coordinator would be required to get an arborists certification after 18 month, which would be in about March of 2019. He has a background in forestry as well, so Staff has a good baseline of knowledge to work on the manageable tasks. City Manager Estes added that this year's budget included funds to begin implementing the plan.

Director Cosby noted that during windstorms, the City loses several trees each year. Priority 1 and 2 removal trees have been identified as such a risk that the City would be removing them in the next month or two and replanting. Tree removal is paid for annually out of the Hazardous Tree Removal Fund. She believed it would take Staff a year or two to catch up on their work and then tree removal costs would decrease.

Councilor Nemlowill said it seemed like the Parks Department was doing a good job being proactive about managing the trees. She was glad to hear positive news from the Parks Department. Lately, the focus of meetings has been on giving the department more money. She hoped some of the changes that Council voted on would make things better for the department.

Mayor LaMear asked if there were any benefits to being designated as a Tree City USA. Supervisor Dart-McLean said the designation would be good for public relations because he did not believe there were many other Tree Cities nearby. The program would also provide grant opportunities.

City Manager Estes said Staff could look into the Tree City program requirements. Staff would need to make sure the requirements would not burden the Parks Department, particularly while the department is trying to rebuild.

## **NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)**

### **Item 7(a): Waterfront Bridge Replacement Project – Construction Easements**

City Manager Estes explained the Public Works Department had been working on the Waterfront Bridge Replacement Project to replace bridges over the Columbia River on 6<sup>th</sup> and 11<sup>th</sup> Street. Staff coordinated with Oregon Department of Transportation (ODOT) on the designs and now needs to finalize construction easements on private property. City Council will need to put a process in place as soon as possible so the City can acquire

the easements and avoid delaying the project. He requested a Special Meeting on Thursday, August 24, 2017 at 12:00 pm.

Commissioners confirmed they would be able to attend at the proposed time.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 7:34 pm.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Manager

DRAFT




CITY OF ASTORIA  
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## MEMORANDUM

**DATE:** SEPTEMBER 8, 2017

**TO:** MAYOR AND CITY COUNCIL

**FROM:**  BRETT ESTES, CITY MANAGER

**SUBJECT:** AUTHORIZATION TO LIGHT THE ASTORIA COLUMN A PINK HUE FOR THE MONTH OF OCTOBER IN RECOGNITION OF BREAST CANCER AWARENESS MONTH

### DISCUSSION

On February 18<sup>th</sup>, 2014 the Astoria City Council gave direction to the Parks and Recreation Department to limit the use of colored lighting effects at the Astoria Column to twice a year when specifically authorized by City Council.

This direction came after colored lighting effects took place for the first time at the Astoria Column in October 2013 in an event organized by Columbia Memorial Hospital, the Friends of the Astoria Column, and the Parks and Recreation Department to light the Astoria Column Pink in recognition of Breast Cancer Awareness Month. This event was followed by a partnership between the Harbor, the Clatsop County Domestic Violence Council, the Friends of the Astoria Column, and the Parks and Recreation Department to light the Astoria Column teal for the month of April 2014 in recognition of Sexual Assault Awareness Month. Under City Council's authorization the October pink and April teal lighting events repeated for the 4<sup>th</sup> year in 2016-2017.

In partnership with Columbia Memorial Hospital and the Friends of the Astoria Column, the Parks and Recreation Department is requesting permission to change the lighting color on the Astoria Column for the 5<sup>th</sup> year to a pink hue for the month of October 2017 in recognition of Breast Cancer Awareness Month. This will be the second and final lighting of the column for this calendar year.

### RECOMMENDATION

It is recommended that City Council consider authorizing the change in lighting at the Astoria Column to a pink hue for the month of October 2017 in recognition of Breast Cancer Awareness Month.

By:   
Angela Cosby  
Director of Parks & Recreation



## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

August 31, 2017

### MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ANNUAL REVIEW OF MEMORANDUM OF AGREEMENT  
BETWEEN CITY OF ASTORIA AND U.S.COAST GUARD

### DISCUSSION/ANALYSIS

U.S. Coast Guard (USCG) Cutters ALERT (WMEC 630) and STEADFAST (WMEC 632) are located at the 17<sup>th</sup> Street Pier in the City of Astoria. In June of 2016, a Memorandum of Agreement (MOA) was approved between the USCG and the City of Astoria allowing for fire protection and emergency medical services to the Cutters and facilities. Responsibilities of the USCG and the City of Astoria Fire Department are clearly spelled out in the MOA. Termination of the MOA between the USCG Cutters Alert and Steadfast is possible by either party upon 30 days written notice.

Section 8 of the current MOA is titled MODIFICATION and states; "Both parties agree to review this MOA one year from the date of the last signature, and annually thereafter, for accuracy and completeness. If revisions are necessary, this MOA will be amended and new signatures and dates will be completed. If revisions are unnecessary, then the review date and reviewing parties shall be noted."

The MOA has been reviewed by USCG Cutters Alert and Steadfast and it has been determined that no revisions are necessary. The MOA Review has been signed and dated by the respective Commanding Officers. The MOA has been reviewed and approved as to form by the City Attorney.

### RECOMMENDATION

Staff recommends authorizing approval of the Annual MOA Review between the City of Astoria and the USCG for fire protection and medical services to the USCG Cutters Alert and Steadfast and facilities located at the 17<sup>th</sup> Street Pier, Astoria, Oregon.

By:



Ted Ames, Fire Chief

MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF ASTORIA FIRE DEPARTMENT  
AND  
THE UNITED STATES COAST GUARD  
CUTTERS ALERT (WMEC 630) AND STEADFAST (WMEC 623)  
REGARDING FIRE PROTECTION SERVICE AND EMERGENCY  
SERVICES AT  
17<sup>TH</sup> STREET PIER, ASTORIA, OR

1. PARTIES. The parties to this memorandum of agreement (MOA) are the United States Coast Guard Cutters (USCGC) ALERT (WMEC 630) and STEADFAST (WMEC 623) and the City of Astoria Fire Department (AFD).
2. AUTHORITY. The authority for this agreement is found in 14 U.S.C. 141 and the Shipboard Fire Prevention and Fire Marshal Instruction, COMDTINST 9091.1 (series).
3. PURPOSE. The purpose of this MOA is to set forth the terms and conditions under which the AFD shall provide fire protection and emergency medical services to United States Coast Guard Cutters ALERT and STEADFAST located at the 17<sup>th</sup> Street Pier in Astoria, OR.
4. RESPONSIBILITIES.

**Coast Guard**

- a. A designated representative of USCGC ALERT and STEADFAST shall request fire or emergency medical equipment and personnel by telephone at 911. If the primary telephone number is inoperative or unavailable for any reason, contact the business line of the Astoria Police Department at (503) 325-4411.
- b. Any request for aid under this agreement shall include a description by a Coast Guard representative of the type and nature of the fire or emergency to which response is requested, and shall specify the location to which equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel responding shall be determined by the AFD.
- c. The Officer of the Day (OOD) shall designate an escort from USCGC ALERT or STEADFAST to meet and guide the AFD and equipment to the location where emergency services are to be rendered.

- d. The Engineer of the Watch (EOW) shall act as the On-Scene Leader and shall remain near the scene of the emergency.
- e. As an aid to implementing this agreement, members of the AFD will be allowed to tour USCGC ALERT and STEADFAST and any structures for the purpose of preparing pre-fire plans. Access to the facility structures will be granted at least every six months for the purpose of reviewing and updating pre-fire plans. Access must be arranged in advance with the commanding officer of USCGC ALERT or STEADFAST or his/her designated point of contact listed below.

#### **Fire Department**

- a. Upon receiving a call from USCGC ALERT or STEADFAST, the AFD shall dispatch fire fighting and emergency medical services equipment and personnel to USCGC ALERT or STEADFAST, as determined and directed by the AFD. The AFD shall not come aboard any vessel against the wishes of the Commanding Officer or his/her designated representative, the OOD.
- b. AFD equipment and personnel shall report to the location reported by the USCGC ALERT or STEADFAST representative and shall be escorted by USCGC ALERT or STEADFAST personnel to the location of the emergency.
- c. All actions of the AFD fire and rescue equipment and personnel in responding to the emergency shall be at the sole direction of the AFD.
- d. All equipment used by the AFD in carrying out this agreement shall, at the time of action hereunder, be owned by and/or under the control of the AFD, or shall be employed by the AFD in accordance with a Mutual Aid Agreement independent of this MOA. All personnel acting for the AFD under this MOA shall, at the time of such action, be an employee or a volunteer member of the AFD or acting in accordance with an existing Mutual Aid Agreement independent of this MOA.
- f. Following all emergency responses under this MOA, the AFD shall forward a copy of the incident report in its customary format to a USCGC ALERT or STEADFAST point of contact shown below.

#### **5. POINTS OF CONTACT.**

- a. USCGC ALERT Officer of the Deck (OOD)  
Address: 17<sup>th</sup> Street Pier, Astoria, OR  
Phone: (503) 325-7213
- b. USCGC STEADFAST Officer of the Deck (OOD)  
Address: 17<sup>th</sup> Street Pier, Astoria, OR



Phone: (503) 325-6812

- c. Fire Chief Ted Ames  
Astoria Fire Department  
555 30<sup>th</sup> St.  
Astoria, OR 97103  
Phone: (503) 298-2520  
Cell: (503) 298-8413  
Email: tames@astoria.or.us

6. OTHER PROVISIONS.

- a. Once the need for AFD personnel to commit to the emergency has been determined, the OOD and the senior AFD Fire Officer shall develop a response plan and ensure a coordinated response effort between cutter personnel and the AFD. Should a disagreement regarding the emergency operations occur that cannot be resolved to both parties' satisfaction, the AFD may withdraw its equipment and personnel to protect city and private property adjoining the vessel. In addition, if the OOD feels the AFD's actions and tactics are jeopardizing the integrity of the vessel or lives of the crew, the Coast Guard may refuse the AFD's services.
- b. Reimbursement to the AFD for the cost of fire fighting or emergency services provided to the USCGC ALERT or STEADFAST is governed by 15 U.S.C. §2210, as amended, and the implementing of regulations set forth in Title 44 C.F.R., Part 151, as amended. Any such claim for reimbursement of firefighting costs may also include costs associated with emergency medical services to the extent normally rendered by a fire service in connection with a fire.
- c. The USCG shall defend, indemnify, and hold the Astoria Fire Department, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the USCG, its officers, employees, or agents, and further, only to the extent provided by the Federal Tort Claims Act (28 U.S.C. § 2671 et seq.), the Anti-Deficiency Act (31 U.S.C. §§1341(a)(1)(A), 1341 (a)(1)(B)), and any other applicable law. Nothing in the agreement shall constitute an obligation of funds of the United States in advance of an appropriation thereof.
- d. The USCG is an agency of the Federal government, and, as such, is self-insured for tort and contract liability or any other damages caused by the official activities of the USCG.

- e. The United States' liability for damage to or loss of property, personal injury, or death resulting from the official activities of the USCG shall be governed by relevant Federal statutes which might authorize a cause of action against the United States including the Federal Tort Claims Act (28 U.S.C. §2671-2680), the Contract Disputes Act of 1978 (41 U.S.C. §601-613), the Military Claims Act (10 U.S.C. §2733), and the governing Federal Regulations found at 33 CFR part 25.
  - f. No agency relationship is created. AFD employees shall not be deemed Federal officers, or employees of the Federal government as defined and provided for in title 5, United States Code for any purposes. No employee of the AFD shall be deemed to be a Federal employee for the purposes of any law or regulation administered by the office of personnel management, nor shall any such AFD employee be entitled to any additional pay, allowance, or inducement from the Federal government. Nothing in this provision creates any employment status or requires the United States to provide any employment or disability benefits payable to any AFD employee.
  - g. Nothing in this agreement is intended to conflict with current law or regulation or the directives of the USCG or Department of Homeland Security or the AFD. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
7. EFFECTIVE DATE. The terms of this agreement shall become effective upon the date of the last party signs this MOA.
8. MODIFICATION. Both parties agree to review this MOA one year from the date of the last signature, and annually thereafter, for accuracy and completeness. If revisions are necessary, this MOA will be amended and new signatures and dates will be completed. If revisions are unnecessary, then the review date and reviewing parties shall be noted.
9. TERMINATION. The terms of this MOA, as modified with consent of both parties, shall remain in effect until cancelled upon agreement of the parties. Either party upon thirty (30) days written notice to the other party may terminate this agreement.

APPROVED BY:



A. V. Balmaceda, CDR, USCG  
Commanding Officer  
USCGC STEADFAST (WMEC 623)  
Date: 11 JULY 2017

\_\_\_\_\_  
Arline LaMear, Mayor  
City of Astoria

Date: \_\_\_\_\_

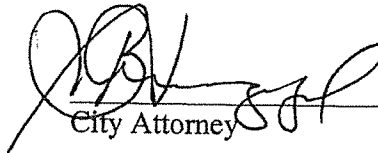


T.C. Reid, CDR, USCG  
Commanding Officer  
USCGC ALERT (WMEC 630)  
Date: 14 AUGUST 2017

\_\_\_\_\_  
Brett Estes, City Manager  
City of Astoria

Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Date: 8-31-17



**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

Date: September 7, 2017

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **SLOW SAND FILTER RESANDING PROJECT AUTHORIZATION TO BID**

**DISCUSSION/ANALYSIS**

The four slow sand filters at the City's water supply system need to be replenished with new sand media. The slow sand filter was last re-sanded in 2010-2011 at a cost of \$898,604.46. The sand filters will be resanded in order of need. While one filter is out of service, the remaining three cells will provide adequate capacity to deliver the City's normal demand for drinking water.

To protect the integrity and safety of the City's water supply system, it is important to provide the appropriate level and quality of oversight to ensure the materials delivered to the slow sand filter do not vary from what is specified. Therefore, quality assurance testing and special inspection has been included in the construction budget estimate for this project. The construction phase of the project will take at least 24 months, with construction to start mid-December 2017.

The overall construction cost for this project is estimated at \$1,482,000. The project budget is as follows:

▪ Construction costs:	\$1,482,000
▪ Special Inspection:	\$ 50,000
<b>Total</b>	<b>\$1,532,000</b>

The project also includes the replacement of the upper portion of the slow sand filter cell liners. The lower portion is in better condition because it is not exposed to the sun and operational equipment. The existing liners are approximately 25 years old with an estimated life span of 20 years and are experiencing serious degradation and maintenance requirements. The plans also include a concrete curb around the perimeter of each cell to keep dirt and rocks from the roadway from getting into the water.

## **FUNDING STRATEGY**

Over the past 5 fiscal years, the Public Works Department has been reserving funds in the amount of \$200,000 per fiscal year for this project. As of July 1<sup>st</sup> FY 2017-2018 (current budget) the fund had a balance of \$1,000,000. With the accumulation of funds at a rate of \$200,000 per fiscal year throughout the duration of the project, funds in the amount of \$1,600,000 will be available. The current construction budget is under this amount. If the low bid for the project is in excess of this amount, staff will value engineer the project scope down to meet our available funding.

## **RECOMMENDATION**

It is recommended that the City Council authorize staff to solicit bids for the Slow Sand Filter Resanding Project for the City's water supply system.

Submitted By



Ken Cook, Public Works Director

Prepared By




Jeff Harrington, City Engineer



**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

September 5, 2017

TO: MAYOR, CITY COUNCIL  
FROM:  BRETT ESTES, CITY MANAGER  
SUBJECT: AUTHORIZATION TO PURCHASE 6 INCH PUMP

**DISCUSSION/ANALYSIS**

The Public Works Department has used a portable 6 inch trash pump (a pump that is capable of handling liquids as well as solids) since the early 80's to bypass blocked sewers, plugged storm inlets and in other situations where a large volume of water has been needed to be moved. The motor for this pump came from a surplus 1954 Air Force generator that served the old Police and Fire department at 15<sup>th</sup> & Commercial. The motor is extremely loud and the pump doesn't meet our current or future needs.

Xylem Dewatering Solutions out of Tualatin is a distributor of Godwin Pumps. Public Works has had contractors use this brand of critically silenced pump on various projects and they have worked flawlessly. Critically silenced pumps are designed with silencing materials and can be used in residential areas at night if needed. Xylem has provided a quote for a 6 inch trailer mounted critically silenced pump through the General Services Administration (GSA). GSA is a cooperative purchasing program that offers pricing through pre-vetted vendors to state and local governments. There are funds budgeted for this purchase in the Public Works Improvement fund.

**RECOMMENDATION**

It is recommended Council approve the purchase of a 6" trailer mounted critically silenced pump from Xylem Dewatering Solutions for \$65,375.76.

Submitted by



Ken P. Cook, Public Works Director

Prepared by



Ken B. Nelson, Public Works Superintendent



**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

September 7, 2017

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **WASTEWATER TREATMENT PLANT HEADWORKS CONCEPT PLAN –  
IFA GRANT APPLICATION**

**DISCUSSION/ANALYSIS**

The 2012 Wastewater Facilities Plan for the City's Wastewater Treatment Plant (WWTP) identified the need for a new headworks to provide improved flow measurement, screening and grit removal to minimize accumulation of materials in the treatment lagoons and improve treatment capacity. Since that time flow characteristics of the incoming flow at the WWTP have changed, both concentration and flow, particularly in the drier summer months. There has been an increasing number of restaurants and breweries in the City that are discharging concentrated loads to the sewer system. Although each individual business does not appear to trigger industrial high strength discharge requirements, the cumulative effect of these industries has an impact on the flow into the WWTP. Compounding this issue is the Combined Sewer Overflow (CSO) reduction program that has been working to separate storm water from the sewer to prevent uncontrolled combined sewer overflows to the rivers during significant rain events. But this also reduces the amount of flow to the WWTP in the drier months since more storm water now goes directly to the rivers year-round.


A concept design is needed to define the project beyond what was provided in the facility plan so a capital improvement project can be budgeted and scheduled for future design and construction. The wastewater characteristics need to be updated to reflect changes to the type and quantity of flow in the past 5-10 years and determine if the lagoon treatment concept provided in the facilities plan is still appropriate. This planning effort is the first step towards understanding the current system limitations and mapping out a path towards continued compliance at the WWTP.


The City has been invited by Business Oregon Infrastructure Finance Authority (IFA) to apply for a \$20,000 technical assistance grant to cover a portion of the cost for a concept design that is estimated to cost a total of \$26,100. This concept plan is budgeted in the Public Works Improvement Fund. Council is being asked to authorize Staff to apply for the IFA \$20,000 technical assistance grant.



## **RECOMMENDATION**

It is recommended that Council authorize Staff to submit a Business Oregon Infrastructure Finance Authority application for a technical assistance grant in the amount of \$20,000 for preparation of a Wastewater Treatment Plant Headworks Concept Plan.

Submitted By:   
Ken P. Cook, Public Works Director

Prepared By:   
Cindy D. Moore, City Support Engineer



### Response to Opportunity/Problem

Briefly describe the major alternatives considered to address this opportunity or problem:

The 2012 Wastewater Facilities Plan for the City of Astoria Wastewater Treatment Plant (WWTP) identified the need for a new headworks to provide improved flow measurement, screening and grit removal to minimize accumulation of materials in the treatment lagoons and improve treatment capacity. A concept design is needed to define the project beyond what was provided in the facility plan so the project can be budgeted and scheduled for design and construction. The wastewater characteristics and flow and load projections need to be updated to reflect changes to the type and quantity of flow in the past 5-10 years and determine if the lagoon treatment concept provided in the facilities plan is still appropriate. This planning effort is the first step towards understanding the current system limitations and mapping out a path towards avoiding future violations.

### Detailed Project Description

Clearly describe the proposed project work to be accomplished:

A concept design is needed to define the project beyond what was provided in the facility plan so the project can be budgeted and scheduled for design and construction. This effort involves planning and preliminary engineering only.

### Project Work Plan

List project activity milestones with estimated start and completion dates. Identify estimated date of first cash draw:

Activity	Estimated Date	
	Start	Completion
Prepare concept plan	Oct 1, 2017	Jun 1, 2018

**Estimated First Draw Date:** Nov 1, 2017

### Project Budget

IF THIS APPLICATION IS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) OR  
SAFE DRINKING WATER REVOLVING LOAN FUND (SDWRLF) PROGRAM FUNDING,  
PLEASE SKIP THIS BUDGET TABLE AND COMPLETE THE PROJECT BUDGET INCLUDED IN THE  
PROGRAM-SPECIFIC APPLICATION SUPPLEMENT FORM.

List individual project budget line items with requested budgeted amounts by IFA and non-IFA funding sources.  
Change budget column labels to identify the specific requested IFA funding sources. Non-IFA sources are those  
funds other than those requested from IFA.

Budget Line Item (Adjust budget items to suit the project) <i>Below are general items most used</i>	IFA Funding		Non-IFA	Total
	Source 1	Source 2	Funds	
Engineering/Architecture	\$20,000	\$0	\$6,100	\$26,100
Construction				0
Construction Contingency				0
Land Acquisition				0
Legal				0
Construction Management				0
Other (Specify)				0
Other (Specify)				0
Other (Specify)				0
Other (Specify)				0
<b>Totals</b>	<b>20,000</b>	<b>0</b>	<b>6,100</b>	<b>26,100</b>

### Details of Non-IFA Funds

Source of Non-IFA Funds	Amount	Status: C-Committed, A-Application S-Submitted, AI-Application Invited, PS-Potential Source	Dates Required Funds will be Committed and Available
City of Astoria	\$6,100	C	1-Jul-17
<b>Totals</b>	<b>6,100</b>		

If "Non-IFA funds" include USDA Rural Development funding that will require interim financing, please indicate the source of the interim financing.



### General Certification

I certify to the best of my knowledge all information, contained in this document and any attached supplements, is valid and accurate. I further certify that, to the best of my knowledge:

1. The application has been approved by the governing body or is otherwise being submitted using the governing body's lawful process, and
2. Signature authority is verified.

**Check one:**

- ☒ Yes, I am the highest elected official. (e.g., Mayor, Chair or President)
- ☐ No, I am not the highest elected official so I have attached documentation that verifies my authority to sign on behalf of the applicant. (Document such as charter, resolution, ordinance or governing body meeting minutes must be attached.)

**The department will only accept applications with proper signature authority documentation.**

Signature

Arline LaMear

Printed Name

Date

Mayor

Printed Title

### FOR IFA USE ONLY

Concept Number

Intake Approval Date

**Project Type:**

☐ Planning

☐ Construction

☐ Other:

☐ Design

☐ Design & Construction



## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

Date September 1, 2017

### MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AGREEMENT FOR LIEN SEARCH SERVICES

### DISCUSSION/ANALYSIS

The Finance Department has the need to place liens on properties from time to time, as specified by City code. Liens may be related to nonpayment of utilities, special assessments, local improvement debt or transient room taxes.

In March, 2010 the City established an electronic process for recording property liens which took the place of recording manual documents with the County, as allowed by ORS 93.643. Notification was provided to the County March 16, 2010 regarding the implementation of conduits.nassets.net effective March 18, 2010. Publication of and electronic access to the City's property interest against real property is provided through a fee based internet service called Conduits which is operated and supported by Net Assets Corporation (Net Assets).

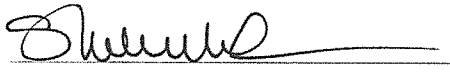
During review of the electronic lien search service utilized by City of Astoria, it was noted a service agreement was not executed with Net Assets.

Conduits reports are requested and provided to title companies, search agencies, escrow agents and other real estate professionals as part of a real estate transaction. Net Assets provides an option to the City to invoice the searching entity on behalf of the City. Invoicing is transparent to the searching entity and remittance is made directly to City of Astoria Finance Department. The City initiated this option at inception. Typically there are between three and five entities conducting searches in a month. Searching entities are billed \$ 20 per search. Net Assets invoices the City \$ 10 per search plus \$ 1 per searching entity. Staff is presenting a separate agenda item for Council consideration to add the \$ 20 per lien search rate in the City Administration – Schedule B, Fee Schedule.

Attached is an agreement with Net Assets Corporation for the continued use of the Conduits internet service of the Electronic Lien Docket (ELD) which is used to record City property interests and provide electronic search to external users. The agreement has been reviewed and approved to form by City Attorney Blair Henningsgaard, with the recommendation to update the Fee Schedule with the billable rate.

## RECOMMENDATION

It is recommended that Council consider the agreement with Net Assets Corporation for Conduits internet service of the Electronic Lien Docket (ELD) which is used to record City property interests and provide electronic search to external users.

By:   
Susan Brooks, CPA  
Director of Finance & Administrative Services





# Conduits™ Service Agreement

EFFECTIVE DATE: \_\_\_\_\_

**PARTIES:**

**NETASSETS CORPORATION ("NETASSETS")**  
109 River Ave, Eugene, Oregon 97404

**City of Astoria ("ORGANIZATION")**  
1095 Duane Street  
Astoria Oregon 97103

## **AGREEMENT**

This Agreement is made as of the date stated above, (the "Effective Date") and sets forth the terms and conditions under which the web application known as Conduits™ will be used by ORGANIZATION, and made available for use by NETASSETS.

### **1. Definitions**

1.1 "Conduits™", as created by NETASSETS, including web pages, graphics, data formats, and server components, shall mean the web application used for publication of the ORGANIZATION'S interests in real property via the Internet.

1.2 "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible, and in any media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed, (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

1.3 "End-user(s)" shall mean any individual, company, or entity that is given access to Conduits™.

1.4 "Search Transaction(s)" shall mean any search request of Conduits™ initiated by an End-user for data related to interest against an individual real property.

1.5 "Internal Search(es)" shall mean a Search Transaction identified as internal in Conduits™, performed by ORGANIZATION for ORGANIZATION's own internal purposes.

1.6 “Duplicate Search(es)” shall mean a Search Transaction performed by the same End-user on the same real property within a specified number of days as defined by ORGANIZATION in Conduits™.

1.7 “Prepaid Search(es)” shall mean the purchase, via credit card or otherwise, of the right to perform a Search Transaction at some future time.

## **2. Payment**

2.1 Search Fees. ORGANIZATION agrees to pay NETASSETS a fee of \$10 for each Search Transaction or Prepaid Search by an End-user, not including Internal Searches. The same fee applies for Duplicate Searches unless ORGANIZATION does not charge the End-user for a Duplicate Search.

2.2 Payment Method. NETASSETS will invoice ORGANIZATION monthly at its address as ORGANIZATION has designated through the information entered into Conduits. Payment will be due within fifteen (15) days of the invoice date. Payments shall be made to NETASSETS’ address or by electronic funds transfer as agreed upon.

## **3. Use of Conduits™**

3.1 Prohibited Actions. ORGANIZATION shall not adopt, translate, copy or modify Conduits™, or disassemble, decompile, reverse engineer, reverse compile, cross compile or otherwise attempt to derive source code from Conduits™. ORGANIZATION shall not create accounts for use of Conduits™ for any End-user outside of ORGANIZATION.

3.2 Transmission of Data. ORGANIZATION shall be solely responsible for the timely and accurate update and transmission of information or other data submitted to Conduits™, and shall promptly report any problems encountered by ORGANIZATION or End-users in operation of or access to Conduits™. ORGANIZATION shall transmit all data to NETASSETS in the format(s) as mutually agreed upon.

3.3 Ownership Rights. Ownership of all Intellectual Property Rights in Conduits™ will at all times remain the property of NETASSETS. ORGANIZATION agrees not to remove or obliterate any copyright, trademark or proprietary rights notices of NETASSETS or NETASSETS's suppliers from Conduits™.

## **4. Term of Agreement/Termination**

4.1 Term. This agreement is effective from the Effective Date, until the date of termination under this Section 4.

4.2 Termination by ORGANIZATION. ORGANIZATION may terminate this Agreement:

- 4.2.1 At any time, with or without cause, effective upon sixty (60) days prior written notice to NETASSETS, or
  - 4.2.2 Thirty (30) days after delivery of written notice to NETASSETS by ORGANIZATION that NETASSETS has breached any provision of this Agreement, if NETASSETS has not cured such breach within the thirty (30) day period.
- 4.3 Termination by NETASSETS. NETASSETS may terminate this Agreement:
  - 4.3.1 At any time, with or without cause, effective upon sixty (60) days prior written notice to ORGANIZATION; or
  - 4.3.2 Immediately upon written notice to ORGANIZATION in the event of any breach of Sections 2, 3.1 or 3.3; or
  - 4.3.3 Thirty (30) days after delivery of written notice to ORGANIZATION that ORGANIZATION has breached any provision of this Agreement other than Sections 2, 3.1 or 3.3, and has not cured such breach within the thirty (30) day period.
- 4.4 Actions Upon Termination.
  - 4.4.1 ORGANIZATION 'S Actions. Upon termination ORGANIZATION shall immediately discontinue use of Conduits™.
  - 4.4.2. NETASSETS' Actions. Upon termination NETASSETS shall cease to make Conduits™ available. NETASSETS shall have no obligation to return or retransmit any data to ORGANIZATION, and after termination may archive data solely for NETASSETS' business purposes.

## **5. Limitation of Liability and Indemnification**

5.1 Exclusion of Consequential Damages. IN NO EVENT SHALL NETASSETS BE LIABLE FOR ANY LOSSES OF OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT, OR RESULTING FROM THE FURNISHING, PERFORMANCE, OR USE OR LOSS OF ANY SOFTWARE OR OTHER MATERIALS DELIVERED TO ORGANIZATION HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2 Maximum Monetary Liability for Breach of Agreement. Notwithstanding anything herein to the contrary, the maximum aggregate amount of money damages for which NETASSETS may be liable to ORGANIZATION under this Agreement, resulting from any cause whatsoever, shall be limited to the amounts actually paid by ORGANIZATION to NETASSETS under this Agreement during the ninety (90) days immediately preceding the date NETASSETS is notified in writing of a claim by ORGANIZATION for breach of agreement.

5.3 Third Party Providers. ORGANIZATION acknowledges that in connection with Conduits™, information will be transmitted over local exchange, interexchange and internet backbone carrier lines and through routers, switches and other devices owned, maintained and serviced by third party local exchange and long distance carriers, utilities, internet service providers and others, all of which are beyond the control of NETASSETS. Accordingly, NETASSETS assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of Conduits™.

5.4 Liability with Respect to End-users. NETASSETS and ORGANIZATION has no contractual relationship or other legal duty to End-user(s) and it assumes no liability with respect to the use of Conduits™ by End-user(s). Accordingly, NETASSETS and ORGANIZATION agrees to defend and hold each other harmless for any losses, costs, claims, or other liabilities arising out of the misuse of Conduits™ by End-users.

## **6. Support and Maintenance**

6.1 General Support. NETASSETS shall provide to ORGANIZATION the maintenance and support services as set forth in Appendix A: Service Level.

6.2 End-User Support. NETASSETS agrees to provide all initial support to End-Users of Conduits. Any support issues relating to ORGANIZATION policy or data that cannot be dealt with by NETASSETS will be forwarded to ORGANIZATION to provide support.

## **7. Miscellaneous Provisions**

7.1 No Assignment. Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by ORGANIZATION, and any purported assignment or transfer shall be null and void.

7.2 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. It is expressly understood and agreed that each and every provision of this Agreement which provides for a limitation of liability is intended by the parties to be severable and independent of any other provision and to be enforced as such.

7.3 Entire Agreement/Modification. This Agreement and its attachments constitute the entire agreement between the parties concerning Conduits™ and supersede all prior agreements, whether written or verbal, between the parties. No purchase order, other ordering document or any other document which purports to modify or supplement this Agreement or any attachment hereto shall add to or vary the terms and conditions of this Agreement, unless executed by both NETASSETS and ORGANIZATION and expressly identified therein as a modification to this Agreement. No amendment shall be considered to have been made to this Agreement unless it is in writing and is executed by both parties.

7.4 Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party, including without limitation interruption of power or communications facilities or failure of data storage hardware or software that is not caused solely by the party's acts or omission.

7.5 Governing Law, Venue, Jurisdiction. The parties agree that this Agreement shall be governed and construed by the laws of the State of Oregon. The parties hereby submit to the jurisdiction and venue of the Circuit Court of the State of Oregon for Lane County or, if appropriate, the federal courts of the District of Oregon.

7.6 Attorney Fees. In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

Net Assets Corporation:

By: \_\_\_\_\_  
David J. Gates, President

Date: \_\_\_\_\_

City of Astoria

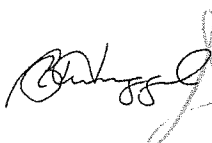
By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

 Digitally signed by  
com.apple.idms.appleid.prd.4931756647  
6d4a3867754144546f59324e744d354e77  
3d3d  
DN:  
cn=com.apple.idms.appleid.prd.4931756  
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## **Appendix A: Service Level**

1. Conduits™ will be available 99.9% of the time during ORGANIZATION's normal business hours. During any month, any individual outage in excess of 20 minutes or 4 outages exceeding 5 minutes each will constitute a violation.
2. 80% of Conduits™ transactions will exhibit 10 seconds or less response time, defined as the interval from the time the server receives a transaction request to the time a response is generated and sent back. Missing the metric for business transactions measured over any business week will constitute a violation.
3. Net Assets will respond to service incidents that affect multiple users within 24 hours, resolve the problem within 48 hours, and update status every 12 hours. Missing any of these metrics on an incident will constitute a violation.
4. Net Assets will respond to service incidents that affect individual users within 24 hours, resolve the problem within 72 hours, and update status every 12 hours. Missing any of these metrics on an incident will constitute a violation.
5. Net Assets will respond to non-critical inquiries within 20 business hours. Missing this metric on an incident will constitute a violation.




## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

Date SEPTEMBER 1, 2017

### MEMORANDUM

TO: MAYOR AND CITY COUNCIL  
FROM:  BRETT ESTES, CITY MANAGER  
SUBJECT: REVISION OF CITY ADMINISTRATION FEES – SCHEDULE B

### DISCUSSION/ANALYSIS

The proposed amendment to the City Administration Fees – Schedule B is necessary to recognize lien search fees associated with Title company searches utilizing Conduits Electronic Lien Document (ELD) services as supported and operated by Net Assets Corporation.

The Finance Department has the need to place liens on properties from time to time, as specified by City code. Liens may be related to nonpayment of utilities, special assessments, local improvement debt or transient room taxes.


In March, 2010 the City established an electronic process for recording property liens which took the place of recording manual documents with the County, as allowed by ORS 93.643. Notification was provided to the County March 16, 2010 regarding the implementation of conduits.nassets.net effective March 18, 2010. Publication of and electronic access to the City's property interest against real property is provided through a fee based internet service called Conduits which is operated and supported by Net Assets Corporation (Net Assets).

Conduits reports are requested and provided to title companies, search agencies, escrow agents and other real estate professionals as part of a real estate transaction. Net Assets provides an option to the City to invoice the searching entity on behalf of the City. Invoicing is transparent to the searching entity and remittance is made directly to City of Astoria Finance Department. The City initiated this option at inception. Typically there are between three and five entities conducting searches in a month. Searching entities are billed \$ 20 per search.

A \$ 20 search fee is being added to City Administration Fees – Schedule B to recognize the lien search fee charged to agencies and to cover expenses associated with maintaining information and providing an electronic searchable format.

### RECOMMENDATION

It is recommended that Council consider the updated Fee Resolution.

By: 

Susan Brooks, CPA  
Director of Finance & Administrative Services



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**City Administration  
Schedule B**

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Astoria City Code .....	\$ 30.00
Budget Detail.....	\$ 20.00
Budget Document .....	\$ 20.00
City Council agendas and minutes subscription rate by mail .....	\$ 5.00/issue or \$ 60.00/year
By e-mail.....	No charge
(Effective 1/1/98 - no charge to press, government agencies, or one per Neighborhood Association)	
Copy of any code or publication purchased by the City for resale .....	\$ 0.50/page
Copy of any ordinance, resolution or report, already prepared and stock on hand, or photocopy .....	\$ 0.50/page
NSF (Non-Sufficient Fund) Check Fee.....	\$ 35.00
One-time, special event liquor license application.....	\$ 35.00
Parking Lot Fees	
13th Street Parking Lot.....	\$ 30.00/month
US Bank Parking Lot Spaces .....	\$ 30.00/month
Staff time for record search, review for exempt material and supervise citizens's record inspection .....	\$ 20.00 to \$ 50.00/hour
(hourly wage plus fringe benefits) .....	
Transportation Services Vehicle Fee.....	\$ 35.00/vehicle
Transportation Services Vehicle Driver Application .....	\$ 35.00
plus processing fee .....	\$ 15.00
Lien Search Fee.....	\$ 20.00/per search transaction
Liquor License Application – New Outlet.....	\$150.00
Change to current liquor license Application .....	\$100.00
“No Parking” Block Deposit .....	\$ 30.00

Parking Block Permit	
Per Day .....	\$ 5.00
Per Week .....	\$ 25.00
Per Month .....	\$ 40.00
Per Quarter .....	\$100.00
Per Half Year .....	\$180.00
Annually .....	\$330.00

Replacement Fees	
Parking Block .....	\$ 30.00

Annual Service Permit	
Per Quarter Per Vehicle .....	\$ 50.00

Project Permit	
Per Month Per Vehicle .....	\$ 40.00

Dumpster Permit	
Per Day .....	\$ 5.00
Per Week .....	\$ 25.00
Per Month .....	\$ 40.00
Per Quarter .....	\$100.00
Per Half Year .....	\$180.00
Annually .....	\$330.00

Annual License Fee for Lodging Establishments .....	\$ 25.00
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Attorney Review of Materials .....	\$190.00 per hour
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RESOLUTION NO. 17-\_\_

A RESOLUTION OF THE CITY OF ASTORIA RELATING TO FEES FOR SERVICES.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASTORIA:

Section 1 Authority for Fees. The various departments of the City incur expenses in searching for and furnishing copies of records, reports and documents, and providing special services for private individuals and private concerns. The City Council deems it advisable, for the efficient conduct of the affairs of the various departments, that reasonable fees be charged for furnishing such records, reports, documents and services. A deposit may be requested in advance of providing the requested information.

Section 2. Schedule of Fees. The fee schedules for the various Departments of the City of Astoria are attached to this Resolution and identified as follows:

INDEX

<u>Schedule</u>	<u>Department</u>	<u>Pages</u>
A	Building Inspection .....	A1 – A7
B	City Administration .....	B1 – B2
C	Community Development Department .....	C1 – C3
D	Fire Department .....	D1
E	Library .....	E1
F	Parks and Recreation Department	
	• Aquatic Center Fees .....	F1
	• Maritime Memorial Fees .....	F2
	• Ocean View Cemetery Fees .....	F3
	• Recreation Division Rental Fees .....	F4
	• Astoria Column .....	F5
G	Police Department .....	G1
H	Public Works/Engineering Department .....	H1 – H2

Section 3. Application of Fees. The fees shall be charged whether the request for the service is made in person, by telephone or in writing.

Section 4. Exceptions to the Payment. No law enforcement agency, Civil Service Commission or department of the Armed Forces is required to pay the fees established in Section 1 of this resolution.

Section 5. Fees Remitted to Finance Department. Fees collected under the provisions of this resolution shall be remitted to the Finance Department. The Finance Director shall deposit the fees received in the appropriate established fund.

Section 6. Repeal. Resolution No. 17-20 adopted June 5, 2017 is repealed.

Section 7. Effective Date. The provisions of this resolution shall be 30 days upon passage.

ADOPTED BY THE CITY COUNCIL THIS 18th DAY OF SEPTEMBER, 2017.

APPROVED BY THE MAYOR THIS 18th DAY OF SEPTEMBER, 2017.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager

ROLL CALL ON ADOPTION		YEA	NAY	ABSENT
Commissioner	Nemlowill			
	Brownson			
	Price			
	Jones			
Mayor	LaMear			

## Building Inspection Schedule A

CITY OF ASTORIA MECHANICAL PERMIT FEES	
Fee Description	Fees
Plan Check Fees	25% of mechanical permit fees when plan review is performed
Minimum Permit Fee	\$65.00
Permit Fees for One- and Two-Family Dwellings: Mechanical Equipment:* Clothes dryer, exhaust fan, kitchen hood Fuel burning (incl. vents, chimney, flues, etc) All other appliances and equipment Gas Piping: One to four outlets Additional outlets (each) Alteration to mechanical equipment or system	\$15.00 each \$30.00 each \$30.00 each  \$12.00 \$ 2.50 each \$24.00
<i>*Mechanical equipment for one- and two-family dwellings includes, but is not limited to: wood stove, fireplace insert, furnace and its attached add-ons (e.g. cooling coil and air filter), pellet stove, heat pump condenser unit, log lighter, portions of boiler not regulated by the State, pool heater, sauna.</i> <i>The following items are included in the base fee, separate fees will not be assessed: filter, volume damper, fresh air intakes, electric water heater regulated by plumbing code, duct work, control units or thermostats and similar equipment.</i>	
Permit Fees for Commercial, Industrial and Multi-Family Residential: <i>Use the total value of mechanical construction work to calculate the Mechanical permit fee.</i>  \$1 - \$2,000 \$2,001 - \$25,000 \$25,001 - \$50,000 \$50,001 - \$100,000 \$100,001 and up	\$65.00 minimum  \$65.00 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof  \$244.40 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof  \$390.65 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof  \$565.65 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof

**CITY OF ASTORIA  
MECHANICAL PERMIT FEES**

Fee Description	Fees
Additional Plan Review Fee <i>For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.</i>	\$65.00/hr (minimum charge \$65.00)
Inspections for Which No Fee is Specifically Indicated	\$65.00/hr (\$65.00 minimum)
Inspections Outside of Normal Business Hours	\$65.00/hr (\$65.00 minimum)
Permit Renewal (Expired Permit Reinstatement Fee) <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once.</i>  <i>Permits that have been expired longer than one year cannot be renewed. You must reapply for new permits.</i>	½ of total permit fees using permit rates at time of renewal
Investigation Fee – Expired Permits <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i>  <i>Fee is in addition to permit renewal fee.</i>	\$65.00/hr (minimum charge \$65.00)
Re-inspection Fee	\$65.00 each
Investigation Fee A <i>Low effort to determine compliance.</i>	\$97.50
Investigation Fee B <i>Medium effort to gain compliance. Stop Work order posted. Applicant obtains required permit within 10 business days.</i>	\$130.00
Investigation Fee C <i>High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits.</i>	\$250.00 or hourly rate whichever is greater.
State Surcharge and Training Fees* <i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i>  <i>(12 percent as of October, 2010)</i>	Per State established fee

## CITY OF ASTORIA PLUMBING PERMIT FEES

Fee Description	Fees
Plan Check Fees	25% of plumbing permit fees when plan review is performed
Minimum Permit Fee	\$65.00
Commercial, Industrial and Multi-Family Residential Permits, and Alterations to Existing One and Two-Family Dwelling Systems*	\$175.00
*Fixtures include: water closet, lavatory, tub/shower, sink, bidet, laundry tubs, disposal, dishwasher, clothes washer, water heater, floor sink/drain, through drain, drinking fountain, hose bib, sump pump/ejector, urinal, roof drain/overflow, catch basin, interceptor/grease trap, dental units and receptors.	\$20.00 per fixture
One or Two-Family Dwelling, New Construction : *	
Fee includes first 100 feet of water, storm and sewer service	
One bathroom	\$213.00
Two bathrooms	\$282.00
Three bathrooms	\$351.00
Each additional bathroom above three & kitchen above one	\$69.00
Fixture	\$20.00 each
*Base fee includes: kitchen, hose bibs, icemakers, underfloor low point drains, and rain drain packages that include piping, gutters, downspouts, and perimeter systems.	
Additional Plan Review Fee For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.	\$65.00/hr (minimum charge \$65.00)
Expired Application Processing Fee Hourly rate charged for actual time spent processing and reviewing applications for which a permit is never issued.  Credit is given for paid plan check fees.	\$65.00/hr (minimum charge \$65.00)
Water Heater Permit, One and Two-Family Residential Only Replacement of water heater of similar size and location that it is replacing. (Includes one inspection)	\$65.00
Inspections for Which No Fee is Specifically Indicated	\$65.00/ea
Inspections Outside of Normal Business Hours	\$65.00/hr (1.5 hr minimum)
Medical Gas System Calculate the total value of system equipment and installation costs, including but not limited to inlets, outlets, fixtures and appliances. Apply the value of work to the medical gas system permit fee table below.	
\$1 - \$2,000	\$65.00 minimum
\$2,001 - \$25,000	\$65.00 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof
\$25,001 - \$50,000	\$244.40 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof
\$50,001 - \$100,000	\$390.65 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof
\$100,001 and up	\$565.65 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof



**CITY OF ASTORIA  
PLUMBING PERMIT FEES**

Fee Description	Fees
Miscellaneous Permits: Reverse plumbing Solar units (potable water) Swimming pool piping to equipment	 \$61.00 \$65.00 \$65.00
Permit Renewal (Expired Permit Reinstatement Fee) <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once.</i>  <i>Permits that have been expired longer than one year cannot be renewed. You must reapply for new permits.</i>	½ of total permit fees using permit rates at time of renewal
Investigation Fee – Expired Permit <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i>  <i>Fee is in addition to permit renewal fee.</i>	\$65.00/hr
Re-inspection Fee	\$65.00/ea
Removal, Abandonment, or Cap Off of Fixtures as Listed Above	\$ per fixture
Sanitary Service:  First 100 feet  Each additional 100 feet or fraction thereof	  \$48.00  \$26.00
Storm Sewer Service:  First 100 feet  Each additional 100 feet or fraction thereof	  \$48.00  \$26.00
Water Service:  First 100 feet  Each additional 100 feet or fraction thereof	  \$48.00  \$26.00
Investigation Fee A <i>Low effort to determine compliance.</i>	\$97.50
Investigation Fee B <i>Medium effort to gain compliance. Stop Work Order posted. Applicant obtains required permit within 10 business days.</i>	\$130.00
Investigation Fee C <i>High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits.</i>	\$250.00 or hourly rate whichever is greater.
State Surcharge and Training Fees* <i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i>  <i>(12 percent as of October, 2010)</i>	Per State established fee.

# CITY OF ASTORIA STRUCTURAL PERMIT FEES

Fee Description	Fee										
<p><b>Building Permit Fees:</b></p> <p>The International Code Council Building Valuation Data Table, current as of April 1 each year, is used to calculate the project value and is based on the type of construction and proposed building use. Project value is then applied to the table below to determine the building permit fee.</p> <p>Use total value of construction work determined above to calculate the Building Permit Fee below:</p> <table> <tr> <td>\$1 - \$2,000</td><td>\$65.00 minimum fee</td></tr> <tr> <td>\$2,001 - \$25,000</td><td>\$65.00 for the first \$2,000 plus \$10.53 for each additional \$1,000 or fraction thereof</td></tr> <tr> <td>\$25,001 - \$50,000</td><td>\$307.19 for the first \$25,000 plus \$7.90 for each additional \$1,000 or fraction thereof</td></tr> <tr> <td>\$50,001 - \$100,000</td><td>\$504.69 for the first \$50,000 plus \$5.27 for each additional \$1,000 or fraction thereof</td></tr> <tr> <td>\$100,001 and up</td><td>\$768.19 for the first \$100,000 plus \$4.39 for each additional \$1,000 or fraction thereof</td></tr> </table> <p><i>*Definition of Valuation: The valuation to be used in computing the permit fee and plan check fee shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and other permanent work or equipment, and the contractor's profit as determined by the Building Official.</i></p>	\$1 - \$2,000	\$65.00 minimum fee	\$2,001 - \$25,000	\$65.00 for the first \$2,000 plus \$10.53 for each additional \$1,000 or fraction thereof	\$25,001 - \$50,000	\$307.19 for the first \$25,000 plus \$7.90 for each additional \$1,000 or fraction thereof	\$50,001 - \$100,000	\$504.69 for the first \$50,000 plus \$5.27 for each additional \$1,000 or fraction thereof	\$100,001 and up	\$768.19 for the first \$100,000 plus \$4.39 for each additional \$1,000 or fraction thereof	
\$1 - \$2,000	\$65.00 minimum fee										
\$2,001 - \$25,000	\$65.00 for the first \$2,000 plus \$10.53 for each additional \$1,000 or fraction thereof										
\$25,001 - \$50,000	\$307.19 for the first \$25,000 plus \$7.90 for each additional \$1,000 or fraction thereof										
\$50,001 - \$100,000	\$504.69 for the first \$50,000 plus \$5.27 for each additional \$1,000 or fraction thereof										
\$100,001 and up	\$768.19 for the first \$100,000 plus \$4.39 for each additional \$1,000 or fraction thereof										
<b>Building Plan Check Fee</b>	65% of building permit fees										
<p><b>Manufactured Dwelling Permits:</b></p> <p><b>Installation permit</b>  <i>Fee includes: concrete slab, code compliant runners or foundations, electrical feeder, first 100 lineal feet of plumbing connections, all cross-over connections and Administrative fee.</i></p> <p><i>*Accessory structure fees will be assessed based on the value of construction determined under the Building Permit Fee section above.</i></p> <p><i>*Utility connections beyond 100 lineal feet will be assessed separate plumbing fees determined under the Plumbing Permit, Plan Check &amp; Inspection Fee section of this Schedule.</i></p>	\$190.00* includes Administrative fee										
<p><b>Additional Plan Review Fee</b>  <i>For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.</i></p>	\$65.00/hr One hour minimum										
<p><b>Alternative Materials and Methods</b>  <i>Hourly rate charged per person involved in review.</i></p>	\$65.00/hr										
<b>Building Demolition Permit Fee</b>	Apply Building Permit Fees (above) based on total project value. Minimum fee \$65.00/hr. One hour minimum.										

## CITY OF ASTORIA STRUCTURAL PERMIT FEES

Fee Description	Fee
<b>Residential Fire Sprinklers</b> <i>Fee includes inspections and plan review</i>  <i>Fee determined by square footage of work covered.</i>	
0 to 2,000 sq ft	\$150.00
2,001 to 3600 sq ft	\$200.00
3,601 to 7,200 sq ft	\$300.00
>7,200 sq ft	\$400.00
<b>Expired Application Processing Fee</b> <i>Hourly rate charged for actual time spent processing and reviewing applications for permits that are never issued.</i>  <i>Credit is given for paid plan check fees.</i>	\$65.00/hr
<b>Fire/Life Safety (F/LS) Plan Check Fee</b>	40% of building permit fees when F/LS plan review is required
<b>Foundation Only Permit</b>	Apply Building Permit fees (above) based on 20% of total project value + deferred fee
<b>Inspections for Which No Fee is Specifically Indicated</b>	\$65.00/hr One hour minimum
<b>Inspections Outside of Normal Business Hours</b>	\$65.00/hr One hour minimum
<b>Permit Extension (first one free)</b>	\$50.00
<b>Permit Renewal (Expired Permit Reinstatement Fee)</b> <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once.</i>  <i>Permits that have been expired longer than one year cannot be renewed, you must reapply for new permits.</i>	½ of total permit fees using permit rates at time of renewal
<b>Investigation Fee – Expired Permits</b> <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i>  <i>Fee is in addition to permit renewal fee.</i>	\$65.00/hr
<b>Phased Permit Fee</b> <i>Coordination fee charged in addition to normal plan review and permit fees; base fee includes required predevelopment meeting.</i>  <i>Fee assessed on each phase of a project</i>	\$275.00 + 10% of the total building permit fee for each phase of work. Not to exceed \$1,500 for each phase
<b>Re-inspection Fee</b>	\$65.00/hr
<b>Change of Occupancy Permit/No other work being done</b>	\$65.00/hr
<b>Commercial Deferred Submittal Fee</b>	65% of the value of the building permit fee calculated & using the value of the deferred portion + \$150

## CITY OF ASTORIA STRUCTURAL PERMIT FEES

Fee Description	Fee
Residential Deferred Submittal Fee	65% of the value of the building permit fee calculated & using the value of the deferred portion + \$150
<p>Solar Installation Permit</p> <p>Installations in compliance with section 305.4 of the Oregon Solar Installation Specialty Code</p> <p>All other installations  <i>*Valuation includes structural elements of solar panels including racking, mounting elements, rails, and the cost of labor to install. Valuation does not include the cost of solar equipment, including collector panels and inverters.</i></p> <p><i>Separate electrical fees also apply.</i></p>	<p>\$99.00 includes one inspection</p> <p>Apply building permit fees (above)</p> <p>Additional Inspections \$65 each</p>
Temporary Certificate of Occupancy – Residential – first 30 day - free	\$65.00
Temporary Certificate of Occupancy – Commercial – first 30 day - free	\$100.00
Appeal to City Council	\$25.00
<p>School District Construction Excise Tax  <i>(Authorized by ORS 320.170 thru ORS 320.189)</i></p> <p><i>Applies to construction within Astoria School District in the City of Astoria.</i></p>	The construction excise tax is assessed as a dollar rate per square foot of construction which is collected by the City of Astoria and forwarded to the school district assessing the tax for capital improvement project funding.
<p>Investigation Fee A  <i>Low effort to deter-mine compliance.</i></p>	\$97.50
<p>Investigation Fee B  <i>Medium effort to gain compliance. Stop Work order posted. Applicant obtains required permit within 10 business days</i></p>	\$130.00
<p>Investigation Fee C  <i>High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits.</i></p>	\$250.00 or hourly rate whichever is greater
<p>State Surcharge and Training Fees*</p> <p><i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i></p> <p><i>(12 percent as of October, 2010)</i></p>	Per State established fee.

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**City Administration  
Schedule B**

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Astoria City Code .....	\$ 30.00
Budget Detail.....	\$ 20.00
Budget Document .....	\$ 20.00
City Council agendas and minutes subscription rate by mail .....	\$ 5.00/issue or \$ 60.00/year
By e-mail.....	No charge
(Effective 1/1/98 - no charge to press, government agencies, or one per Neighborhood Association)	
Copy of any code or publication purchased by the City for resale .....	\$ 0.50/page
Copy of any ordinance, resolution or report, already prepared and stock on hand, or photocopy .....	\$ 0.50/page
NSF (Non-Sufficient Fund) Check Fee.....	\$ 35.00
One-time, special event liquor license application.....	\$ 35.00
Parking Lot Fees	
13th Street Parking Lot.....	\$ 30.00/month
US Bank Parking Lot Spaces .....	\$ 30.00/month
Staff time for record search, review for exempt material and supervise citizens's record inspection .....	\$ 20.00 to \$ 50.00/hour
(hourly wage plus fringe benefits)	
Transportation Services Vehicle Fee.....	\$ 35.00/vehicle
Transportation Services Vehicle Driver Application .....	\$ 35.00
plus processing fee .....	\$ 15.00
Lien Search Fee.....	\$ 20.00/per search transaction
Liquor License Application – New Outlet.....	\$150.00
Change to current liquor license Application .....	\$100.00
“No Parking” Block Deposit .....	\$ 30.00

Parking Block Permit	
Per Day .....	\$ 5.00
Per Week .....	\$ 25.00
Per Month .....	\$ 40.00
Per Quarter .....	\$100.00
Per Half Year .....	\$180.00
Annually .....	\$330.00

Replacement Fees	
Parking Block .....	\$ 30.00

Annual Service Permit	
Per Quarter Per Vehicle .....	\$ 50.00

Project Permit	
Per Month Per Vehicle .....	\$ 40.00

Dumpster Permit	
Per Day .....	\$ 5.00
Per Week .....	\$ 25.00
Per Month .....	\$ 40.00
Per Quarter .....	\$100.00
Per Half Year .....	\$180.00
Annually .....	\$330.00

Annual License Fee for Lodging Establishments .....	\$ 25.00
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Attorney Review of Materials .....	\$190.00 per hour
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**Community Development Department  
Schedule C**

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Astoria Planning Commission, Historic Landmarks..... \$ 3.50/issue or  
Commission, or Design Review Committee agendas \$ 42.00/year  
and minutes subscription rate by mail

By e-mail..... No charge  
(No charge to press, government agencies, or one per  
Neighborhood Association).

Copy of Development Code ..... \$ 35.00

Copy of Comprehensive Plan ..... \$ 35.00

Copy of Land Use & Zoning Map (approximately 6 square feet)..... \$ 6.00

Copy of Land Use & Zoning Map (approximately 20 square feet)..... \$ 20.00

Postage and handling for mailing Development Code or  
Comprehensive Plan, each ..... \$ 10.00

Postage and handling for mailing 20 square foot Zoning map ..... \$ 3.50

Copy of audio tapes, each ..... \$ 20.00

Copy of CD's, each ..... \$ 10.00

**Permit Applications**

Accessory Dwelling Unit Permit ..... \$100.00

Amendment to Comprehensive Plan or Development Code ..... \$750.00

Amendment to Existing Permit..... Same fee as  
existing permit fee

Appeal..... \$500.00

Class B Home Occupation ..... \$200.00

Conditional Use ..... \$500.00

Conditional Use – Temporary Use Renewal ..... \$250.00

Demolition or Moving (Historic) ..... \$500.00



Design Review < \$25,000 Project Value .....	\$350.00
Design Review > \$25,000 Project Value.....	\$750.00
Exterior Alteration < \$25,000 Project Value .....	\$350.00
Exterior Alteration > \$25,000 Project Value .....	\$750.00
Historic Designation .....	\$100.00
Historic Designation Removal .....	\$100.00
Lot Line Adjustment without survey.....	\$ 50.00
Lot Line Adjustment with survey.....	\$100.00
LUCS .....	\$ 50.00
Major or Minor Partition (in addition to fees noted in Development Code 13.720) .....	\$300.00 + actual costs
Miscellaneous Review.....	\$200.00 Admin
.....	\$350.00 APC/HLC
New Construction (Historic) .....	\$350.00
Non-Conforming Use Review.....	\$350.00
Parking Exemption .....	\$200.00
Permit Extensions – Admin .....	\$100.00
Permit Extensions - Hearing .....	\$250.00
Planned Development.....	\$500.00 + actual costs
Pre-application Conference.....	\$150.00
Retail Street Vendor.....	\$100.00
Satellite Dish/Commercial .....	\$100.00
Sign Permits (not requiring building permit) .....	\$ 50.00
Subdivision (in addition to fees noted in Development Code 13.720) .....	\$500.00 + \$20 per lot + actual costs
Variance (Administrative or for Planning Commission) .....	\$300.00 Admin
.....	\$500.00 APC

Wind/Solar Array .....	\$250.00
Wireless Communication Facility Application .....	\$3,000.00 + actual cost
Wireless Communication Facility additional non-refundable fee for After-the-Fact Application.....	\$1,000.00
Violation .....	Doubled Fee
Zoning Verification Letter .....	\$ 50.00

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## *Fire Department Schedule D*

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Any Fire Department record (including fire report/  
investigation report ..... \$ 10.00

Burn barrel permit fee, initial inspection by Department for  
2 year permit ..... \$ 50.00  
Renewal of permit for additional 2 years thereafter ..... \$ 35.00

Special burn permit fee-issues for no more than a one week period ..... \$ 35.00

The Fire Department will offer fire safety inspection to all City  
businesses free of charge once every other year. If inspection of a  
business results in findings of fire hazards,  
A second inspection to survey mitigation of hazard ..... \$ 25.00  
If a third inspection is necessary to check for hazards ..... \$ 50.00

The City of Astoria will administer a cost-recovery program to  
recover costs from those incidents that require services  
from the Astoria Fire Department on its transportation route and in  
areas where there is no other fire service protection.

Residents, business owners, and/or taxpayers of the City of Astoria  
and its service-contract areas (Tongue Point Job Corps), and any  
citizens of areas where the Astoria Fire Department has mutual aid  
agreements will not be billed for services as described in this  
program.

Rates for recovering costs shall be those established in accordance  
with the Oregon State Fire Marshal's standardized costs schedule  
as specified in ORS 478.310(2)(a), and as hereinafter amended.

Fees will be based on both direct (apparatus, personnel, and  
miscellaneous supplies and services) and indirect (billing and  
collection costs). No fees will be charged for the direct provision of  
emergency medical treatment and supplies.

Charges to all parties will include a minimum 30-minute response  
charge.

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## ***Astoria Public Library Schedule E***

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1.    Overdue Materials
  - (a)    After due date, items are rented for 25 cents per day until the 60th day.
  - (b)    No late fee for children's books.
  - (c)    Item is considered lost after 60 days and a replacement fee is charged unless item is returned.
  
2.    Subscribing Library Family Fee (persons who reside outside of Astoria city limits).
  - (a)    \$18.00 for three-month period.
  - (b)    \$33.00 for a six-month period.
  - (c)    \$60.00 for a 12-month period.
  - (d)    Non-resident owners of property within the City, and members of their households, are eligible to have free library borrowers cards by annually showing proof of having paid Astoria property taxes.
  
3.    Print Pages – 20 cents per sheet.
  
4.    Borrowers Card Replacement - \$6.00.
  
5.    Damage Fees
  - (a)    Slight damage - \$3.00.
  - (b)    Extensive damage or loss - replacement cost plus \$3.00 processing fee, or bring duplicate item.
  
6.    Flag Room Rental
  - (a)    Library Programs and Programs sponsored by the City of Astoria-room use is free.
  - (b)    Non-profit groups/organizations and private groups - \$20.00 per hour.
  - (c)    Business and Commercial Entities Meetings - \$35.00 per hour.
  - (d)    Refundable Required Deposit - \$15.00 per meeting.

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**Parks and Recreation Department  
Astoria Aquatic Center  
Schedule F1**

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**Drop In**

Youth .....	\$5.50
Adult .....	\$7.50
Family .....	\$18.00

**Aquatic Center or Rec Center Monthly Pass**

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Youth & Senior .....	\$50.00	\$40.00
Family .....	\$60.00	\$50.00
Adult.....	\$80.00	\$70.00
Bulk Purchase Rate (20 or more per transaction) .....	20% OFF	

**Joint Aqua Center & Rec Center Monthly Pass**

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Youth & Senior .....	N/A	N/A
Adult .....	\$80.00	\$70.00
Family .....	\$100.00	\$90.00
Bulk Purchase Rate (20 or more per transaction) .....	20% OFF	

**Punch Pass Redemption**

Youth .....	\$5.00
Adult .....	\$7.00
Family .....	\$18.00

*\*The sale of punch passes have been discontinued; however, previously sold passes are still honored at the listed redemption*

**Swim Lessons**

Group Lessons .....	\$50.00
Private Lessons .....	\$150.00

**Monthly Locker Rentals**

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
.....	\$15.00	\$5.00

**Rentals/Misc.**

Lane rental (per lane, per hr.).....	\$25.00
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*\*Includes admission for up to 5 individuals*

After hours rental (per hr., min. 4 hrs.) .....	\$175.00
Showers.....	\$3.00

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Towel Rental.....	\$3.00	\$0.00

Birthday Party (lobby rental, 20 guests) .....	\$150.00
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**Youth Swim Teams**

*Contingent upon youth swim team renting a minimum of 100 hours of lap-lane space for the purpose of practicing per fiscal year, and all participants purchasing a monthly or daily pass*

Youth Swim Team Lane Rental (per lane, per hr.).....	\$1.00
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***Parks and Recreation Department  
Astoria Maritime Memorial  
Schedule F2***

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**Fee for one engraved memorial 4" x 12"**

**Standard Fee without customized graphic .....\$500.00**

**Name of person limited to 18 characters, including spaces**

- Inscription is limited to 23 characters, including spaces
- Optional: small stock graphic illustration or second line of  
Inscription limited to 23 characters, including spaces

**Fee for Customized Graphic/Art Work .....\$150.00**

- Includes customized graphic illustration/artwork (other than stock  
artwork that has already been engraved on the Memorial Wall)

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***Parks and Recreation Department  
Oceanview Cemetery  
Schedule F3***

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Graves-Ground Only (w/perpetual care)	
Infant/Child plots.....	\$233
Block 68, Cremation only.....	\$429
All other blocks .....	\$1,286
Interments	
Adult (opening and closing) .....	\$1,286
Cremation.....	\$642
Cremated remains (Saturdays).....	\$186
Adult, Saturdays .....	\$373
Late funerals (after 3:00 pm) add'l/hr.....	\$75
Disinterment	
Adult .....	\$606
Child under 7 .....	\$466
Cremated remains removed .....	\$186
Liner and Installation	
Liner Storage Fee.....	\$339
Liner Purchase and Installation .....	\$1101
Monument/Marker Permits	
Monument Permit (Not over 62" in length).....	\$223
Marker Permit-Double (2 people) .....	\$186
Marker Permit-Single.....	\$150
Marker Permit-Veteran .....	\$75
Marker Permit-Baby grave cover .....	\$94
Other Work .....	Cost +25%
Chapel Reservation .....	\$83/hr.



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***Parks and Recreation Department  
Astoria Recreation Division Rental Fees  
Schedule F4***

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FACILITY RENTALS	Non-Profit			Less than 25 (Private Use)			More than 25+ (Commercial/Event Use)		
	Per Hour	1/2 Day	Day	Per Hour	Per 1/2 Day	Per Day	Per Hour	Per 1/2 Day	Per Day
<b><u>Community Halls</u></b>									
Shively Hall	50% off on weekdays			\$39	\$109	\$159	\$69	\$209	\$299
Alderbrook Hall	50% off on weekdays			\$29	\$89	\$119	\$59	\$179	\$239
ARC Classroom	50% off on weekdays			\$29	\$89	\$149	\$69	\$199	\$319
ARC East Wing	50% off on weekdays			\$89	\$209	\$349	\$159	\$299	\$499
<b><u>Special Events/Park Rentals</u></b>	No Discount			\$45	\$180	\$360	\$65	\$260	\$520
<b><u>Fields &amp; Courts</u></b>									
Tennis Courts	50% off on weekdays			\$19	\$59	\$99	\$39	\$119	\$199
Basketball Courts	50% off on weekdays			\$19	\$59	\$99	\$39	\$119	\$199
Fields	\$12/hour/2 hour minimum								
<b><u>Concession Stand Rental</u></b>	\$75/day/site								

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***Parks and Recreation Department  
Astoria Column  
Schedule F5***

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Annual Parking Pass ..... \$5.00

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***Police Department  
Schedule G***

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Unless otherwise stated, Police Department hourly charges are billed in 30 minute increments. Deposit prior to copying may be required.

Arrest record, per name .....	\$ 6.00
Attorneys fees for consultation .....	\$150.00/hour
Certified (notarized) copy of police records \$5.00 for each page (single sheet or back-to-back) .....	\$ 6.00
Copy of audio recording minimum charge.....	\$ 35.00/hour
Copy of Communications Center log.....	\$ 6.00/page
Copy of photograph (4" x 5") .....	\$ 6.00
Copy of photograph (8" x 10") .....	\$ 12.00
Copy of police report .....	\$ 15.00
Copy of video recording minimum charge.....	\$ 35.00/hour
Fingerprints for individuals who retain cards .....	\$ 6.00/card
Fingerprints forwarded by police .....	\$ 17.00
Additional fingerprint cards .....	\$ 6.00/each
Impound vehicle release .....	\$100.00
Police Officer – special events minimum charge..... Additional charge made for equipment and vehicle	\$ 40.00/hour
Staff review of public records .....	\$ 35.00/hour
Vehicle identification number inspection .....	\$ 35.00

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**Public Works Department  
Schedule H**

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**Public Works Administration Fees**

Custom Mapping.....	\$ 45.00/hr
Multiple Legal, Letter and Ledger size prints, each sheet	
BW .....	\$ 0.50
Color .....	\$ 1.00
Large format 18" x 24" up to 24" x 36" copies, each sheet	
BW .....	\$ 15.00
Color .....	\$ 25.00
Geologic Hazard Map (60" x 24" = 10 SF) .....	\$ 40.00
Electronic File (via electronic mail) .....	\$ 15.00
Electronic File (via digital media; CD, DVD or flash drive) .....	\$ 30.00

**Property Use/Acquisition Fees**

Property Use/Acquisition Application .....	\$ 75.00
Application for Property Purchase	
Application Fee .....	\$450.00
Appraisal, Advertising & Recording Fee.....	Actual Cost
Application for Vacation or Easement	
Application Fee .....	\$500.00
Advertising & Recording Fee .....	Actual Cost
Application for Lease or License to Occupy	
Application Fee .....	\$425.00
Recording Fee.....	Actual Cost

**Development Review Fees**

Land Use & Building Permit Review .....	Actual Cost
Infrastructure Plan Review and Construction Coordination	
Public Works Plan Review.....	1% of preliminary construction cost**
Public Works Construction Permit .....	2% of final construction cost**
Minimum .....	\$500

*\*\*Estimated preliminary and final construction costs shall be provided by an Oregon Registered Professional Engineer and shall include all improvements in the public right-of-way and/or publically maintained infrastructure improvements.*

**Public Works Permit Fees**

Application to Fell/Cut Tree(s)	
Firewood .....	\$ 20.00
Right-of-Way .....	\$ 60.00
City Property .....	\$250.00
Arborist Report (if required).....	Actual Cost

### Grading and Erosion Control Permit

Ground disturbance of less than 1 acre .....	\$110.00
Ground disturbance of greater than 1 acre .....	\$275.00
Permit extension .....	\$ 30.00
Geotechnical/Geological Review.....	Actual Cost

*Fees double for permit issued after work has started or been completed.*

### Utility Service Application

Application fee.....	\$ 60.00
Sanitary sewer, storm drainage & water connection fee .....	Per Resolution
Right-of-Way Permit Application.....	\$100.00
Plus street cut fee (if applicable)	
Up to 50 Square Feet .....	\$100.00
Over 50 Square Feet .....	\$3.00 per Sq.Ft.
Application for Sidewalk/Driveway repair only.....	No Fee

*Fees double for permits issued after work has started or been completed. The charge for sidewalk/ driveway repair after work has commenced is \$200.*

### Garden Permit

Application .....	\$ 40.00
Renewal per year .....	\$ 20.00

Watershed Road Access Fee .....	\$250.00/yr
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### **Traffic Control Device Rental Fee**

<u>Description</u>	<u>Each Per Day</u>
Wooden Barricades (31½" X 31½")	\$ 3.50
Wooden Barricades w/ sign attached	\$ 5.00
Type III Barricade	\$ 5.00
18" Traffic Cones	\$ 1.00
Traffic Control Signs	\$ 15.00

*Lost or damaged traffic control devices will be charged at the current list price for replacement.*

### **Water & Sanitary Sewer Resolutions**

Water and sanitary sewer fees are established in specific resolutions that are periodically updated and reissued. Water and sewer resolutions and fee information are available from the Public Works Department at (503) 338-5173.