

AGENDA

REGULAR CITY COUNCIL MEETING

October 24, 2011

Noon

THE DALLES WAHTONKA HIGH SCHOOL

220 EAST TENTH STREET

THE DALLES, OREGON

1. CALL TO ORDER
2. ROLL CALL OF COUNCIL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. PRESENTATIONS/PROCLAMATIONS
 - A. Certificate of Recognition to Harold Haake

6. AUDIENCE PARTICIPATION

During this portion of the meeting, anyone may speak on any subject which does not later appear on the agenda. Five minutes per person will be allowed. If a response by the City is requested, the speaker will be referred to the City Manager for further action. The issue may appear on a future meeting agenda for City Council consideration.

7. CONTRACT REVIEW BOARD ACTIONS

- A. Award Contract for Marine Terminal/Commercial Dock Project [**Agenda Staff Report #11-092**]
- B. Award Contract for Lewis and Clark Festival Area Project [**Agenda Staff Report #11-093**]

8. ACTION ITEMS

- A. Approval of Implementation of an Electronic Lien Docket System [**Agenda Staff Report #11-094**]

CITY OF THE DALLES

"By working together, we will provide services that enhance the vitality of The Dalles"

1. Resolution No. 11-027 Amending the City Fee Schedule, Authorizing a Lien Search Fee for Disclosure of Information Pertaining to City of The Dalles' Liens on Property
 2. Resolution No. 11-028 Authorizing the City of The Dalles to Use an Electronic Lien Docket as Allowed by Oregon Revised Statute 93.643
- B. Resolution No. 11-026 Amending Resolution No. 06-028, Establishing Metered Water Rates and Sanitary Sewer Fees and System Development Charges for the City of The Dalles [**Agenda Staff Report #11-095**]

9. ADJOURNMENT

This meeting conducted in a handicap accessible room.

Prepared by/
Julie Krueger, MMC
City Clerk

CERTIFICATE OF RECOGNITION

issued to

Harold Haake

This Certificate is issued in recognition of your service to the community in volunteering your time and expertise to encourage economic development and growth.

Your community service deserves special recognition and you are commended for your willingness to volunteer time to make our community a more pleasant and prosperous place to live.

On behalf of the City Council and the citizens of The Dalles, please accept our sincere appreciation.

Dated this 24th day of October, 2011



James L. Wilcox, Mayor

Attest:

Julie Krueger, MMC, City Clerk



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481
FAX (541) 296-6906

AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
October 24, 2011	Contract Review Board 7, A	11-092

TO: Honorable Mayor and City Council

FROM: Nolan K. Young, City Manager

DATE: September 27, 2011

ISSUE: Award of Contract for Construction of Commercial Dock Facility.

COUNCIL GOAL: Goal 3, A, 1- Complete construction of Commercial Dock Facility.

BACKGROUND: The City advertised for bids for construction of the Commercial Dock Facility with bids to be opened on October 20, 2011. A bid tabulation, along with information regarding the low bidder and bid amount will be provided following the bid opening.

BUDGET IMPLICATIONS: This project is being funded through a ConnectOregon III grant, an EDA grant, and Urban Renewal funds. \$2.6 million has been budgeted for this project. It is expected the bid will allow us to have a 5% contingency and allow the remaining funds to be utilized for the deduct items on the Lewis and Clark Festival Area project.

COUNCIL ALTERNATIVES:

1. ***Staff recommendation: Award the bid as proposed in the supplemental report to be provided following the bid opening, for construction of the Commercial Dock Facility.***



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AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
October 24, 2011	Contract Review Board 7, B	11-093

TO: Honorable Mayor and City Council

FROM: Nolan K. Young, City Manager

DATE: September 27, 2011

ISSUE: Award of Contract for Construction of Lewis and Clark Festival Area.

COUNCIL GOAL: Goal 3, A, 2 - Complete construction of Lewis and Clark Festival Area.

BACKGROUND: The City advertised for bids for construction of the Lewis and Clark Festival as part of the Downtown Riverfront Connection project. The bid opening is scheduled for October 19, 2011. A bid tabulation and worksheet summarizing the deduct alternatives, along with information regarding the low bidder and bid amount will be provided following the bid opening.

BUDGET IMPLICATIONS: Total funding for this project is coming from a ConnectOregon III grant, EDA grant and Urban Renewal funds. The total amount budgeted for both the Marine Terminal and Festival Area is \$5,070,000.

COUNCIL ALTERNATIVES:

- 1. Staff recommendation:** *Award the bid as proposed in the supplemental report to be provided following the bid opening, for construction of the Lewis and Clark Festival Area.*



AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
October 24, 2011	Action Items 8, A	11-094

TO: Honorable Mayor and City Council

FROM: Kate Mast, Finance Director

THRU: Nolan K. Young, City Manager

DATE: September 16, 2011

ISSUE: Lien Search Processes and Proposed Fees.

BACKGROUND: Currently the City's process for recording and searching for liens is as follows:

1. When a lien is established by Council action, such as adoption of an ordinance approving an assessment for a Local improvement, for work done pursuant to the Gravel Street Policy, for abatement of hazardous vegetation, or adoption of a resolution imposing an assessment for a nuisance abatement charge, the City Clerk writes the name, location information, reason, and the amount of the lien for each of the property owners in the City's lien book.
2. Documentation is then provided by the City Clerk to the Finance Department, where the appropriate accounts are set up within the Accounts Receivable program to calculate the correct interest, produce invoices and statements, and track payments.
3. The City's practice concerning the recording of liens with the County has been inconsistent. Ordinances imposing assessments for local improvement districts have been traditionally recorded with the County clerk, but copies of other documents assessing City liens have not always been recorded with the County Clerk. The County charges \$31.00 for the first page of each lien, and \$5.00 per page after that. If more than one lien is listed on a sheet, then the County charges each name separately. I was told by County staff that most lien documents, which are required to have certain information in order to be filed, are usually two pages, and so cost \$36.00 to file. The County Clerk's office told me that when several liens are filed via a single document, it is very confusing and difficult for County staff and the companies doing lien searches to determine the status of individual liens. They said that sometimes all of the liens on a single document have been marked as satisfied, when only one or two have paid.

Due to the complex and time intensive processes involved in both filing and relieving the liens with the County, this has not been accomplished in an efficient manner for quite some time and the accuracy of the City liens as reflected by the County records is questionable. The City, County and those companies that conduct lien searches are all aware of this.

4. When a property is being sold, title companies conduct lien searches. Most contact the County, but many also contact the City because the City liens may or may not be correct in the County files. While we receive some title requests from Title Companies located in other places, we only have two title companies in The Dalles, Amerititle and Wasco Title. Amerititle contacts the City when they do title searches on local properties. Wasco Title does not contact the City because they do not consider that liens are technically valid until perfected (filed) with the County, so any financial interests the City may have on a given property is not included in the information they provide to their clients unless a lien has been filed with the County.

When we do receive these lien search requests, usually via a phone call, a Finance staff person must go get out the lien books and conduct a manual search of those property owners who have not previously paid off their liens. Currently we have to go through three books for each lien search. We must then search the receivable software to double check the status and to calculate the payoff amount if requested. This manual process takes some time and is disruptive to our work flow. The search is usually time sensitive for the Title Company, so we try to be as responsive as possible. We have had between ten and fifteen lien search requests per week for the past few weeks. Currently the City does not charge a fee for this service.

5. When a lien is paid in full, Finance staff writes that information in the lien books. Finance staff should also be sending that information to the Legal Department, who would then produce the paperwork to be filed at the County to relieve the lien. The County charges \$31.00 for the first page, and \$5.00 per page for every page after that, for each lien that is satisfied. While Finance staff tries to be very conscientious about noting the pay offs in the lien books, we have not been successful in consistently forwarding that information to the Legal Department so they can file lien satisfaction forms with the County.

ORS 93.643 (see attached) allows cities to use an Electronic Lien Docket instead of filing liens through the counties.

If the Council chooses to approve the use of the Conduits ELD, steps 3, 4 and 5 above would be eliminated and the new process would be as shown below:

1. When a lien is established by Council action, such as adoption of an ordinance approving an assessment for a Local improvement, for work done pursuant to the Gravel Street Policy, or for abatement of hazardous vegetation, or adoption of a resolution imposing an assessment for a nuisance abatement charge, the City Clerk would enter the information for each property into the Conduits ELD through her computer. This would continue the current separation of duties control that is now in place.
2. Documentation is then provided by the City Clerk to the Finance Department, where the appropriate accounts are set up within the Accounts Receivable program to calculate the correct interest, produce invoices and statements, and track payments.
3. When payments are made, Finance Department Staff will enter them into the Conduits ELD.

4. The City will have notified the County per ORS 93.643 via a statement that indicated the date and time at which the City’s electronic lien record takes priority over the County Clerk Lien Record. After that notice is delivered and City’s ELD takes effect, all title companies will be required to search the City’s records as well as the County’s and so interested parties will receive full information regarding the City’s financial interests in local properties. The Title Companies will have been given login information when Conduits was being set up, so they would log onto Conduits and conduct their search at their convenience. Conduits records their use of the system and charges the City \$10.00 per inquiry, unless they make the same inquiry within a specified number of days, normally between 60 and 90 days. The number of days is determined by the City. Title companies may have to inquire on the same property several times during the closing process in order to have the latest information on the closing day, so if all the inquiries on a single property are within the specified period, there will only be the initial \$10.00 charge. Searchers can also enter a pay-off date and Conduits ELD will calculate the pay-off amount as of that date.

Conduits will also allow us to post other information that will be valuable to title companies, such as pending liens (those scheduled, but not yet formally approved), unpaid utility bills that must be paid before City services will be provided to that property. If this information is provided to the buyer via the title search, there will be no nasty surprises for the new owner when they come to the City to apply for services.
5. The Conduits ELD software will produce reports each month listing the searches each title company performed that month so that the City can invoice them.

Currently the City does not charge a fee for doing title searches. The amount that Title Companies can charge their customers for a title search is set by the State. Currently, because no governments in Wasco County have charged lien search fees, the State authorized amount allowed for Wasco County is zero. However, once the City has set a lien search fee, the title companies would then apply to the State to have the allowed amount that they can charge their customers increased. Staff was told that the State is or will soon be conducting a survey of the counties and the government rates charged for lien searches in each county to determine if the allowance is adequate for each county. That being the case, this would be a good time to implement the City lien search fee so it can be considered in this upcoming survey. Staff does not believe that charging a \$25.00 fee for a title search would cause undue hardship for either the title companies or their customers, and would help offset the cost of providing that service.

We have done a survey of nineteen Oregon cities and found that only The Dalles and Madras do not charge for lien searches. The cities we contacted are listed below, along with the title search fees that they charge. Several of these cities indicated they were considering increasing their lien search fees within the next year or so.

Name	Uses Conduits ELD	Uses Other ELD	Does Not Use an ELD	Lien Search Fee
Bend		X		\$25.00*
Cascade Locks	X			\$25.00
Estacada	X			\$15.00
Forest Grove	X			\$22.75
Gresham		X		\$25.00
Hermiston	X			\$20.00
Independence	X			\$25.00

* Bend charges each title company that uses their ELD regularly \$2,000 per year + 35 cents per keystroke after 5,000 keys. Others pay \$25.00 per search.

Lake Oswego	X			\$58.00
Madras			X	0
McMinnville	X			\$25.00
Pendleton	X			\$20.00
Redmond	X			\$25.00
Sherwood			X	\$10.00
The Dalles			X	0
Tigard	X			\$35.00
Tillamook	X			\$25.00
Troutdale	X			\$25.00
Wilsonville	X			\$20.00
Wood Village	soon			\$20.00

Regardless of whether the City Council chooses to allow the implementation of the Conduits ELD, staff recommends that we implement a Lien Search Fee of \$25.00, to help offset a portion of the time it takes to accomplish this task each time we get a request for a search. If we do implement Conduits, a \$25.00 fee would pay for the \$10.00 Conduits fee and still provide some offset for City staff labor or an increase (not expected anytime soon) in the Conduits fees.

Many Oregon cities have used the Net Assets Conduits ELD for several years – see the reference list attached to this report. While calling the cities listed above that use Net Asset’s Conduit ELD, we asked about their experience with the Conduits ELD and Net Assets’ services, and were told that it was a very comprehensive service that was easy to work with, and that Net Assets worked very hard to assist with getting it up and running for their customers. Customer service issues with the program are handled by Net Assets, and any changes to the system or upgrades are integrated by Net Assets at no charge to their clients. We didn’t hear any negative comments about either the ELD or Net Assets’ services from anyone we talked with. The only charge other than the \$10.00 access fee was the \$500 implementation fee, which Net Assts has agreed to waive for the City of The Dalles.

The Title Companies in the areas using Conduits also like working with ELD’s. Sheila Weed, Manager of The Dalles office of Amerititle, has talked to her counterpart in Hood River, where they use the Conduits ELD, and heard high praise of the system. She was also able to look at the site through the Hood River office and watched a closing process. She and her colleague also attended, at the City’s invitation, a meeting with a Conduits representative and City staff here at City Hall in May and they have been encouraging us to start using Conduits as soon as possible ever since. She has said that she would like to attend the Council meeting when this issue is discussed so she can speak in favor of the ELD.

City Attorney Gene Parker and I also met with Wasco Title President Dan McLoughlin, who does have some concerns about the implementation of a lien search fee and an electronic lien docket. He said he will attend the Council meeting when this issue comes under discussion.

If Council chooses to authorize the implementation of the Conduits ELD, we will need to take the following steps:

1. Council approval of implementing the use of the Conduits ELD and authorization of the City Manager to sign the appropriate agreement by adopting of proposed Resolution No. 11-028.
2. Staff will work with Net Assets to set up and test the ELD – approximately 60 days.

3. When the ELD is in place and all the City's data has been entered and verified, the City is required by ORS to send notification to the County that indicates the date and time the ELD will be activated and will take priority over the County Clerk Lien Record, and describes the methods by which the City's ELD can be accessed by those needing that information.

Although we've addressed the need to implement a Lien Search Fee in this report, our recommendation to do so is a separate proposal from implementing the ELD. Staff recommends implementing a Lien Search Fee whether or not the Council approves the use of the ELD.

BUDGET IMPLICATIONS: Implementation of this ELD system would relieve the Legal Department budget of the liens and lien relief filing costs. It would require budgeting for the posting of revenue received for the lien search fees and the cost of the lien searches paid to the vendor. Depending on the amount of the lien search fees assessed, this could result in a net zero budget effect, or a slight increase in revenues that would help offset the personnel costs of maintaining the ELD.

ALTERNATIVES:

A. Staff Recommendation:

1. **Call for Public Comment on the proposed new Lien Search Fee (*City policy requires that public comments be taken before the implementation of any new fee*).**
2. **Move to adopt Resolution No. 11-027 Amending the City Fee Schedule, Authorizing a Lien Search Fee for the Disclosure of Information Pertaining to the City of The Dalles' Liens on Property.**
3. **Move to adopt Resolution No. 11-028 Authorizing the City of The Dalles to Use an Electronic Lien Docket as Allowed by Oregon Revised Statute 93.643.**

- B. Council could choose to take action to implement the Lien Search Fee only, which would help offset a portion of the personnel costs of providing the information as requested, and staff would continue to process lien searches via the current process. (*City policy requires that public comments be taken before the implementation of any new fee*).
- C. Council could chose to take action to implement the Conduits Electronic Lien Docket (ELD) which would provide easier and faster access to the information needed by title companies, but would result in an increase in expense to the City due to the cost of the inquiries assessed by the Conduits vendor (\$10.00 per access). The City would have to absorb this increase in expense if a Lien Search Fee was not put in place to assess the vendors for their use of the system.
- D. Council could choose to do nothing and staff would continue to process lien searches via the current process.

Oregon Revised Statutes

93.643 Method of giving constructive notice of interest in real property; electronic lien records.

(1) To give constructive notice of an interest in real property, a person must have documentation of the interest recorded in the indices maintained under ORS 205.130 in the county where the property is located. Such recordation, and no other record, constitutes constructive notice to any person of the existence of the interest, except:

- (a) Constructive notice may be given as provided in ORS 311.405 and 446.515 to 446.547 and ORS chapters 87, 450, 451, 452, 453, 454, 455 and 456 and local government charters; or
- (b) A city may give constructive notice of a governmental lien by maintaining a record of the lien in an electronic medium that is accessible online during the regular business hours of the city.

(2) Notwithstanding subsection (1) of this section:

- (a) A judgment lien attaches to real property of the judgment debtor as provided in ORS chapter 18.
- (b) A lien shall be created against all real property of the person named in an order or warrant as provided in ORS 205.125 if the order or warrant is recorded in the County Clerk Lien Record.
- (c) Constructive notice of either a local improvement district estimated assessment or a system development charge installment payment contract pursuant to ORS 223.290, created after September 9, 1995, is given only by one of the following methods:
 - (A) By recording the notice of estimated assessment or the acceptance of the system development charge installment payment contract in the indices maintained under ORS 205.130 in the county in which the property is located. The recording shall include a description of real property in the manner prescribed in ORS 93.600. The city shall continue to maintain the bond lien docket as prescribed in ORS 223.230. The bond lien docket shall include a reference to the county recording by a document fee number or book and page number.
 - (B) By recording the notice of estimated assessment or the acceptance of the system development charge installment payment contract through an online electronic medium. The electronic lien record shall be the controlling lien record, to the exclusion of any informational recording made by the city in county indices. The city informational recording shall include a clear statement of the purpose of the recording and a reference to the location of the electronic lien record.

(3) A city that maintains records through an online electronic medium shall comply with the following requirements:

- (a) Each lien record shall consist of the effective date of the recording, a reference to the location of source documents or files, a description of real property in the manner prescribed in ORS 93.600, a site address, if appropriate, a state property identification number or county property tax identification number, a lien account number or other account identifier, the amount of the estimated assessment or system development charge installment payment contract, the final assessment in the case of a local improvement assessment district and the current amount of principal balance.
- (b) Lien records shall be accessible through the online electronic medium to any individual or organization by mutual agreement with the city. Users of the online electronic medium shall be authorized to access the lien records from equipment maintained at sites of their choosing.

(4) Recording of the satisfaction of a local improvement district assessment or system development charge installment payment contract shall be made in the same location as the original recording, either in the indices maintained under ORS 205.130 or in the lien docket maintained through an electronic medium as provided in this section.

(5) A city that establishes an electronic lien record as authorized by this section shall record in the County Clerk Lien Record maintained under ORS 205.130 a statement that indicates the date and time at which the electronic lien record takes priority over the County Clerk Lien Record and that describes the methods by which the electronic lien records of the city are made accessible. [1987 c.586 §2a; 1995 c.709 §1; 1997 c.840 §1; 2003 c.576 §229]



The Case for a Municipal Electronic Lien Docket (ELD) and Lien Search Fees in the State of Oregon

Purpose: To provide information on why and how municipalities have adopted an electronic lien docket (ELD) and lien search fees as a replacement for filing and reporting liens at the County.

Abstract: ELDs provide advantages over the traditional County lien reporting process. The State of Oregon Revised Statutes specifically allows the adoption of an ELD by a municipality. Many Oregon municipalities have adopted an ELD and enacted lien search fees.

Introduction

The use of an ELD by a municipality has several advantages over the traditional method of filing and reporting liens through the County:

- County records are not dynamic. Lien information changes frequently. The placement of a lien could have happened many years ago but current lien information, such as outstanding balance and account status, could have changed dramatically. Reporting liens through the County requires secondary inquiries to the municipality. The information in an ELD can be updated daily or even in real-time. With an ELD, current information can be obtained in a single inquiry.
- ELDs provide complete information. County lien filing does not typically include notifications, advisements, or informational “gray areas”. For example, a “pending lien” is typically not filed with the county and pending liens on property can be crucial information to a potential real estate buyer. Other examples of information that should be reported by municipalities in a real estate transaction include development and resale restrictions, current zoning information, and deferred development agreements. All of these items can be easily reported using an ELD.
- ELDs enable the reporting of minor financial interests. A municipality may have thousands of relatively minor financial interests. These minor interests can include code enforcements, nuisance abatements, utilities and other interests. Placing liens at the County for these kinds of interests is simply not practical. An ELD allows for the placement of large numbers of liens regardless of the amounts owed.
- ELDs are efficient and accurate. The additional steps required to post a lien at the County cost cities time and money. With an ELD, the placement and removal of liens is quick and simple. The manual County recording process also requires humans to re-enter data, a process that can result in posting and transposition errors. The information from an ELD comes directly from electronic systems used by the municipality to manage their liens and other interests.
- ELDs can report special closing information. Payoff calculations and Per Diem estimates are not handled through the County lien reporting process. An ELD allows for special information to be presented.
- ELDs provide enhanced access to information. County information is only available when the courthouse is open. Turnaround time can vary. Closing agents searching an ELD can usually get their information very quickly, and usually from their own desk.
- ELDs give an extra level of safety and security. Counties typically keep track of everyone who asks for information but there is no record of exactly what information was given. Obtaining



information from an ELD can create traceable footprints, ensuring that there will never be a dispute over what information was, or was not, provided.

Precedence for an ELD and Lien Search Fees

The State of Oregon has statutory language specifically addressing the use of an ELD. We have also found that local statutes can address an ELD and lien search fees. These statutes could serve as precedents for a municipality looking to justify the adoption of an ELD and lien search fees.

Lien search fees have been adopted as a reasonable recovery of costs, costs that were typically absorbed in the past by the city. These costs involve the preparation, auditing, and delivery of data as well as staffing and training. Costs can also involve the potential cost of misreporting.

The State of Oregon allows cities to adopt an ELD. ORS 93.643 specifically provides for governmental liens through an ELD.

(1b) “A city may give constructive notice of a governmental lien by maintaining a record of the lien in an electronic medium that is accessible on-line during the regular business hours of the city.”

Furthermore, the Oregon statute allows cities to designate the ELD as the only method by which the information can be obtained.

(2c) “...is given only by one of the following methods:”

(2B) “...The electronic lien record shall be the controlling lien record, to the exclusion of any informational recording made by the city in county indices.”

Some cities in Oregon that are using ELDs have adopted local resolutions allowing utility bills to be considered as liens against real property. The traditional method of using the property tax system to collect utility bills was viewed as problematic in regards to Oregon’s Measure 5, which places restrictions on the amount of taxes that a municipality can impose. The Bond Counsel at the City of Lebanon, Oregon, determined that utilities were an exemption under Measure 5. The City Council of Lebanon passed a local resolution identifying utilities, among other items, that were listed as exempt from Measure 5.

13.04 “The following taxes, fees, charges and assessments imposed by the City of Lebanon are hereby classified as not subject to the limits of Section 11b of Article XI of the Oregon Constitution, commonly known as “Ballot Measure 5”:

... (omitted)

13.04.090-470;13.04.560 Water and Waste Water Systems Charges

Most cities throughout Oregon have adopted fees for providing the information contained in an ELD.



Council Resolution No. 3683 - “Beginning November 1, 2002, a \$25.00 fee shall be charged for each public record disclosure of the results of a property lien search to recover the costs associated with providing the results to the requesting party.”

City of Portland, Oregon

5.60.120 Lien Accounting System Access (Added by Ordinance No. 159619; amended by Ordinance No. 176577, effective July 1, 2002.) “Access to the City’s automated Lien Accounting System shall be provided by internet access. Fees for use of the System by internet will be assessed on a per search basis. The City Auditor shall set the fee per search and the fee may be adjusted annually. Agencies and individuals not affiliated with the City of Portland shall be billed monthly for searches on the System. “

Net Assets has provided an online ELD system for many municipalities throughout the State of Oregon. We have seen hundreds of thousands of real estate transactions make use of the ELD over the past ten years, providing tremendous benefits to the cities and to the real estate community.

Summary

There is significant precedence in the State of Oregon for municipalities to adopt an ELD and to require closing agents to use the ELD for current lien information, including city-provided utilities. There is also significant precedence for charging a lien search fee to these closing agents. Finally, the exclusive use of an ELD by municipalities results in significant benefits and advantages for all parties involved in a real estate transaction: title companies and closing agents; sellers and purchasers; and municipalities and cities.

MUNICIPALITIES REFERENCE LIST

OREGON

Albany, OR Linda Lamer (541) 917-7533	Dallas, OR Marcia Bargary (503) 831-3505	Lebanon, OR Martha Stiffler (541) 451-7475	Sheridan, OR Yvonne Hamilton (503) 843-2347
Astoria, OR John Snyder (503) 325-5821	Dundee, OR Melody Osborne (503) 538-3922	Lincoln City, OR Sheri Willette (541) 996-1210	Silverton, OR Sarah Crofts (503) 874-2202
Baker City, OR Jeanie Dexter (541) 524-2042	Estacada, OR Tracy Hovda (503) 630-8286	McMinnville, OR Crystal Wooldridge (503) 434-2351	Sutherlin, OR Ron Harker (541) 459-2856
Beaverton, OR Kathy Gaona (503) 526-2268	Fairview, OR Tammy Shannon (503) 674-6225	Medford, OR Alison Chan (541) 774-2033	Sweet Home, OR Patricia Gray (541) 367-5128
Brookings, OR Vicky Merrill (541) 469-1124	Falls City, OR Keith Moes (503) 787-3631	Milton-Freewater, OR Luke Billings (541) 938-5531	Tigard, OR Liz Lutz (503) 718-2487
Brownsville, OR Kathy Nida (541) 466-5666	Forest Grove, OR Nancy Mateo (503) 992-3223	Milwaukie, OR Merlin Becker (503) 786-7505	Tillamook, OR Bernadette Sorensen (503) 842-3450
Canby, OR Judi Christiansen (503) 266-9404	Harrisburg, OR Michelle Eldridge (541) 995-6655	Monmouth, OR Mark Dunmire (503) 838-0722	Troutdale, OR Susan Huwe (503) 674-7232
Cannon Beach, OR Renee Sinclair (503) 436-8058	Hermiston, OR Donna Moeller (541) 567-5521	Newberg, OR Elaina Canutt (503) 554-7792	Tualatin, OR Libby Bailey (503) 692-2000
Cascade Locks, OR Kathy Woosley (541) 374-8484	Hillsboro, OR Michelle Wareing (503) 681-5320	Pendleton, OR Linda Carter (541) 966-0331	Vernonia, OR Joann Glass (503) 429-5291
Central Point, OR Bev Adams (541) 664-3321	Hubbard, OR Vickie Nogle (503) 981-9633	Philomath, OR Joan Swanson (541) 929-3001	Warrenton, OR Laurie Sawrey (503) 861-2233
Clackamas County, OR Steve Shampine (503) 353-4596	Independence, OR Karin Johnson (503) 838-1212	Portland, OR Dan Schmidt (503) 823-4097	West Linn, OR Richard Seals (503) 657-0331
Coos Bay, OR Janell Howard (541) 269-8915	Junction City, OR Shauna Hartz (541) 998-2153	Redmond, OR Molly Mansfield (541) 923-7732	Wilsonville, OR Vania Heberlein (503) 570-1515
Coquille, OR Chuck Dufner (541) 396-2115	Keizer, OR Heidi Locher (503) 865-3428	Roseburg, OR Cheryl Guyett (541) 672-7701	Woodburn, OR Gerald Leimbach (503) 982-5216
Cornelius, OR Ellie Jones (503) 357-9112	Klamath Falls, OR Phyllis Shidler (541)883-5306	Salem, OR Cheryl Virtue (503) 588-6180	
Corvallis, OR Michele McKinnie (541) 766-6954	Lake Oswego, OR Ursula Euler (503) 675-3746	Sandy, OR Seth Atkinson (503) 668-5767	

CONDUITS

Net Assets

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FLORIDA

Boynton Beach, FL

Janet Prainito
(561) 742-6061

Hallandale Beach, FL

Chris Talmadge
(954) 457-1340

Miami Beach, FL

Georgina Echert
(305) 673-7451

West Palm Beach, FL

Lourdes Cariseo
(561) 822-1328

WASHINGTON

Des Moines, WA

Janet Beeck
(206) 870-6514



Conduits™ Service Agreement

EFFECTIVE DATE: _____

PARTIES:

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

City of The Dalles ("ORGANIZATION")
313 Court St.
The Dalles, OR 97058

AGREEMENT

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

1. Definitions:

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

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

1.4 "End-user(s)" shall mean any individual or entity that is given access to Conduits™ by ORGANIZATION, excluding ORGANIZATION.

2. Payment

- 2.1 Search Fees. ORGANIZATION agrees to pay NETASSETS a fee for each Search Transaction by an End-user. The Search Fee will be \$10 per Search Transaction by an End-User.
- 2.2 Payment Method. NETASSETS will invoice ORGANIZATION monthly at its address noted on page 1 of this Agreement or at such other address as ORGANIZATION may designate through the information entered into Conduits. Payment will be due within fifteen (15) days of the invoice date. Payments shall be made at NETASSETS' address noted on page 1 of this Agreement or at such other address as NETASSETS may designate by written notice to ORGANIZATION.
- 2.3 Startup Fee. ORGANIZATION agrees to pay NETASSETS an initial startup fee of \$500. Payment shall be made upon ORGANIZATION 's execution of this agreement.

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 internal use of Conduits™ for any person or entity 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 entered for access via the Conduits™ application system, and shall promptly report any problems encountered by ORGANIZATION or End-users in operation of or access to the Conduits™ application. ORGANIZATION shall transmit all data to NETASSETS in the format(s) as mutually agreed upon in writing during the term of this agreement.
- 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 available on Conduits™, via the World Wide Web or otherwise, any data related to ORGANIZATION's use of Conduits. 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 Indemnification with Respect to End-users. NETASSETS 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, ORGANIZATION agrees to defend, indemnify, and hold NETASSETS 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.

7.7 Notices. Any notice or other communication required or permitted to be given under this Agreement will be in writing, will be delivered personally or by mail or express delivery, postage prepaid, and will be deemed given upon actual delivery or, if mailed by registered or certified mail, on the third business day following deposit in the mails, addressed to the appropriate party at the address first set forth above. Either party may, by written notice, designate a different address for purposes of this Agreement.

Net Assets Corporation:

By: _____
David J. Gates, President

City of The Dalles

By: _____

Printed Name: _____

Title: _____

Appendix A: Service Level

1. Conduits™ will be available 99.9% of the time during ORGANIZATION's normal business hours. 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 48 hours and deliver an answer within 72 hours. Missing any of these metrics on an incident will constitute a violation.

RESOLUTION NO. 11-027

**A RESOLUTION AMENDING THE CITY FEE SCHEDULE, AUTHORIZING
A LIEN SEARCH FEE FOR DISCLOSURE OF INFORMATION PERTAINING
TO CITY OF THE DALLES' LIENS ON PROPERTY**

WHEREAS, the City of The Dalles has the authority to place liens on property for specific debts owed to the City; and

WHEREAS, the City staff performs this service upon request and this service is performed solely for the benefit of the requesting party; and

WHEREAS, the City has not assessed a fee for these lien search services in the past, but now wishes to put a fee in place to recover a portion of the costs of performing these services; and

WHEREAS, the City Council, in compliance with City policy, took public comment on this new fee at their regular Council meeting on October 24, 2011;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS
FOLLOWS:**

Section 1. Amended Fee Schedule. The City Council hereby amends the City Fee Schedule, by implementing a Lien Search Fee of **\$25.00** per search. Lien Search Fees are to be paid at the time of the lien search request unless there is an agreement in place to pay said fees on a monthly basis.

Section 2. Effective Date. This Resolution shall be effective upon adoption of this resolution.

PASSED AND ADOPTED THIS 24th DAY OF OCTOBER, 2011

Voting Yes, Councilors: _____
Voting No, Councilors: _____
Absent, Councilors: _____
Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 24th DAY OF OCTOBER, 2011

SIGNED:

ATTEST:

James L. Wilcox, Mayor

Julie Krueger, MMC, City Clerk

RESOLUTION NO. 11-028

A RESOLUTION AUTHORIZING THE CITY OF THE DALLES TO USE AN ELECTRONIC LIEN DOCKET AS ALLOWED BY OREGON REVISED STATUTE 93.643

WHEREAS, Oregon Revised Statute (ORS) 93.643 (1)(b) states “A city may give constructive notice of a governmental lien by maintaining a record of the lien in an electronic medium that is accessible online during the regular business hours of the city”; and

WHEREAS, staff has contacted several cities already using electronic lien dockets (ELD’s) and has received positive comments on the use of ELD’s versus recording and satisfaction of liens with the counties ; and

WHEREAS, use of an ELD would provide a faster and more efficient method of providing access to information access to persons and businesses; and

WHEREAS, use of an ELD would save the City considerable time and money by eliminating the majority of the manual lien searches requested and eliminating the cost of recording liens and satisfying liens with the County;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Authorization to Maintain the City’s Liens through an electronic lien docket (ELD). The City Council hereby authorizes the implementation and maintenance of the City’s liens through an electronic lien docket (ELD) as allowed by ORS 93.643.

Section 2. Authorization for City Manager to Sign Service Agreements. The City Council hereby authorizes the City Manager to sign the Service Agreements with Net Assets for use of the Conduits ELD.

Section 3. Effective Date. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED THIS 24th DAY OF OCTOBER, 2011

Voting Yes, Councilors: _____
Voting No, Councilors: _____
Absent, Councilors: _____
Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 24th DAY OF OCTOBER, 2011

SIGNED:

ATTEST:

James L. Wilcox, Mayor

Julie Krueger, MMC, City Clerk



CITY OF THE DALLES
Department of Public Works
1215 West First Street
The Dalles, Oregon 97058

AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
October 24, 2011	Action Item 8, B	11-095

TO: Honorable Mayor and City Council

FROM: Dave Anderson, Public Works Director

THRU: Nolan K. Young, City Manager

DATE: October 11, 2011

ISSUE: Water Utility Rates.

CITY COUNCIL GOALS: Goal 4, Tier 1, B: Re-evaluate water and sewer rates to meet operations and capital improvement needs.

PREVIOUS AGENDA REPORT NUMBERS: #11-080, #11-084, #11-088

BACKGROUND: City Council conducted a Public Hearings related to water utility rates on September 12, 2011 and October 10, 2011. Following the second hearing, Council directed staff to finalize a water utility rate resolution for Council's consideration on October 24, 2011. The water utility rate structure is intended to support the project and funding schedule that had been presented as Option 2B in a report presented to Council on July 25th by Will Norris, Administrative Intern.

Resolution No. 11-026 provides a 2% increase in the monthly base rate and a 29.7% increase in the consumptive volume charge for residential water customers while maintaining a base volume of 10,000 gallons per month. The Resolution also provides a 4% increase in both the monthly base rate and consumptive volume charges for commercial customers, maintaining a base volume of 5,000 gallons per month for commercial accounts. These rate adjustments are to become effective December 1, 2011. Water revenues are to be reviewed in July 2012 to confirm that anticipated revenues have been realized, allowing for adjustments as necessary.

Resolution No. 11-026 provides a schedule for future rate adjustments to support the selected water capital project schedule with 10% rate increases on September 1 of each year 2012-2014, 8% annual rate increases in 2015-2017, and annual 10% rate increases in years 2018-2020.

The Resolution also addresses two other issues that are not included in the City's current rate structures. The first is to provide monthly rates for commercial/industrial customers with 8-inch, 10-inch and 12-inch metered services and the second issue is to specify Water System Development Charges (SDCs) for 10-inch and 12-inch diameter service meters. The proposed monthly rates and SDCs for the larger meters maintain the same correlation between meter sizes and rates as do the current rates for the smaller meters.

BUDGET IMPLICATIONS: With adoption of Resolution No. 11-026, customers of the water utility will have rate increases in the amounts outlined above, and collection of revenue in accordance with the proposed rate schedule will allow the City to complete capital improvements as set forth in the City's capital improvement plans and Water Master Plan Project Schedule Option 2B (Agenda Staff Report to City Council #11-080, July 25, 2011).

RECOMMENDATIONS:

1. Staff Recommendation: *Move to adopt Resolution No. 11-026.*
2. Provide additional direction to staff on how to proceed.

RESOLUTION NO. 11-026

**A RESOLUTION AMENDING RESOLUTION NO. 06-028, ESTABLISHING
METERED WATER RATES AND SANITARY SEWER FEES AND SYSTEM
DEVELOPMENT CHARGES FOR THE CITY OF THE DALLES**

WHEREAS, on September 12, 2011 and October 10, 2011, the City Council held water rate hearings with the public during which citizens had an opportunity to submit testimony concerning the proposed rate adjustment resolution, in conjunction with the provisions of ORS 294.160; and

WHEREAS, the Council wishes to adopt a water base charge adjustment effective December 1, 2011; and

WHEREAS, after considering the testimony presented, the Council has adopted a water base charge consistent with its policies;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS
FOLLOWS:**

Section 1. Resolution Amended. Resolution No. 06-028 passed and adopted by City Council on July 24, 2006 is hereby amended. Resolution No. 06-028 shall remain in force to authorize the rates which are in effect until Resolution No. 11-026 becomes effective, and continue to authorize rates not amended by Resolution No. 11-026.

Section 2. Water Fees for Residential and Commercial Accounts. Effective December 1, 2011, the monthly fees charged to City of The Dalles water system users shall be set as follows:

A. **Residential.** Residential water rates are established based upon meter sizes with a fixed charge which includes a 10,000 gallon monthly volume use and an additional charge per thousand gallons of consumption above 10,000 gallons per month. The residential rate shall apply to accounts which serve duplex and residential account customers.

Inside City Limit

<u>Meter Size</u>	<u>Fixed Charge</u>	<u>Volume Charge</u>
3/4"	\$43.52	\$1.31 per 1,000 gallons over 10,000 gallons per month
1"	43.52	1.31 per 1,000 gallons over 10,000 gallons per month
1.5"	52.22	1.31 per 1,000 gallons over 10,000 gallons per month
2"	66.16	1.31 per 1,000 gallons over 10,000 gallons per month
3"	95.77	1.31 per 1,000 gallons over 10,000 gallons per month

Outside City Limit

<u>Meter Size</u>	Fixed <u>Charge</u>	<u>Volume Charge</u>
3/4"	\$65.28	\$1.97 per 1,000 gallons over 10,000 gallons per month
1"	65.28	1.97 per 1,000 gallons over 10,000 gallons per month
1.5"	78.33	1.97 per 1,000 gallons over 10,000 gallons per month
2"	99.24	1.97 per 1,000 gallons over 10,000 gallons per month
3"	143.66	1.97 per 1,000 gallons over 10,000 gallons per month

B. **Commercial.** Commercial water rates are established based upon meter sizes, with standard volume charge for monthly usage in excess of 5,000 gallons. The commercial rate shall apply to accounts which serve commercial, triplex, four-plex, five-plex, and government account customers.

Inside City Limit

<u>Meter Size</u>	Fixed <u>Charge</u>	<u>Volume Charge</u>
3/4"	\$35.07	\$2.83 per 1,000 gallons over 5,000 gallons per month
1"	39.58	2.83 per 1,000 gallons over 5,000 gallons per month
1.5"	48.45	2.83 per 1,000 gallons over 5,000 gallons per month
2"	62.13	2.83 per 1,000 gallons over 5,000 gallons per month
2.5"	80.16	2.83 per 1,000 gallons over 5,000 gallons per month
3"	93.65	2.83 per 1,000 gallons over 5,000 gallons per month
4"	143.19	2.83 per 1,000 gallons over 5,000 gallons per month
6"	255.84	2.83 per 1,000 gallons over 5,000 gallons per month
8"	411.64	2.83 per 1,000 gallons over 5,000 gallons per month
10"	605.69	2.83 per 1,000 gallons over 5,000 gallons per month
12"	838.66	2.83 per 1,000 gallons over 5,000 gallons per month

Outside City Limit

<u>Meter Size</u>	Fixed <u>Charge</u>	<u>Volume Charge</u>
3/4"	\$52.61	\$4.25 per 1,000 gallons over 5,000 gallons per month
1"	59.37	4.25 per 1,000 gallons over 5,000 gallons per month
1.5"	72.68	4.25 per 1,000 gallons over 5,000 gallons per month
2"	93.20	4.25 per 1,000 gallons over 5,000 gallons per month
2.5"	120.24	4.25 per 1,000 gallons over 5,000 gallons per month
3"	140.48	4.25 per 1,000 gallons over 5,000 gallons per month
4"	214.79	4.25 per 1,000 gallons over 5,000 gallons per month
6"	383.76	4.25 per 1,000 gallons over 5,000 gallons per month
8"	617.46	4.25 per 1,000 gallons over 5,000 gallons per month
10"	908.54	4.25 per 1,000 gallons over 5,000 gallons per month
12"	1,257.99	4.25 per 1,000 gallons over 5,000 gallons per month

C. Both residential and commercial accounts for water usage outside the City limits shall be charged 1.5 times the applicable rates in lieu of debt service property taxes collected inside the City for bonded water system improvements.

Section 3. Future Water Fee Adjustments. Water rates shall be adjusted under the following schedule. Rates will become effective on the dates listed.

Effective date	Base and Volume Charge Increase
FY 2012-2013: September 1, 2012	10% Residential/commercial base/volume charges
FY 2013-2014: September 1, 2013	10% Residential/commercial base/volume charges
FY 2014-2015: September 1, 2014	10% Residential/commercial base/volume charges
FY 2015-2016: September 1, 2015	8% Residential/commercial base/volume charges
FY 2016-2017: September 1, 2016	8% Residential/commercial base/volume charges
FY 2017-2018: September 1, 2017	8% Residential/commercial base/volume charges
FY 2018-2019: September 1, 2018	10% Residential/commercial base/volume charges
FY 2019-2020: September 1, 2019	10% Residential/commercial base/volume charges
FY 2020-2021: September 1, 2020	10% Residential/commercial base/volume charges

Section 4. Sewer Fees. The monthly fees charges to users of domestic sanitary treatment facilities of the City wastewater system shall continue as set forth in Section 4 of Resolution No. 06-028.

Section 5. Future Sewer Fee Adjustments. Sanitary sewer rates shall be adjusted under the schedule set forth in Section 5 of Resolution No. 06-028.

Section 6. System Development Charges. Effective December 1, 2011, Section 6, A of Resolution 06-028 shall be amended to add the System Development Charges for the following meter sizes.

Units shall be computed by the schedule from the following table:

Water Unit Calculation	
10 Inch Service or Meter	122 units
12 Inch Service or Meter	172 units

Note: Applies to all meters and services, including irrigation. Minimum 1 unit applied to all new services. A new fire connection is one unit. Service expansions or upgrades are subject to SDC differential charges.

Section 7. Classification of Fees. Pursuant to ORS 310.145, the City Council declares the fees and charges imposed by this Resolution as being not subject to the provisions of Article XI, Section 11b of the Oregon Constitution.

Section 8. Effective Date of Resolution. The effective date of this Resolution is December 1, 2011.

PASSED AND ADOPTED THIS 24TH DAY OF OCTOBER, 2011

Voting Yes, Councilmembers: _____

Voting No, Councilmembers: _____

Absent, Councilmembers: _____

Abstaining, Councilmembers: _____

AND APPROVED BY THE MAYOR THIS 24TH DAY OF OCTOBER, 2011

SIGNED: _____
James L. Wilcox, Mayor

ATTEST: _____
Julie Krueger, MMC, City Clerk