



MAYOR MIKE WEATHERBY
COUNCIL PRESIDENT LISA BARTON MULLINS COUNCILOR STEVE PROM
COUNCILOR DAN KREAMIER COUNCILOR STEVE OWEN
COUNCILOR KEN QUINBY COUNCILOR TAMIE ARNOLD

FAIRVIEW CITY COUNCIL AGENDA

Fairview City Hall-Council Chambers
1300 NE Village Street, Fairview, Oregon

WEDNESDAY, July 17, 2013

WORK SESSION

1. SIDEWALK SUBCOMMITTEE RECOMMENDATIONS: 6:00 PM
REVIEW & DISCUSSION
(Councilor Prom, Chair Sidewalk Subcommittee)

COUNCIL MEETING

1. CALL TO ORDER 7:00 PM
ROLL CALL
PLEDGE OF ALLEGIANCE
2. CONSENT AGENDA 7:05 PM (A)
 - a. Minutes of June 19, 2013
 - b. IGA Multnomah County Aging Services: Resolution 41-2013
(Samantha Nelson, City Administrator)
 - c. IGA City of Gresham East Metro Mediation Services: Resolution 42-2013
(Samantha Nelson, City Administrator)
 - d. Emery & Sons Construction Contract - Depot Street Sanitary Sewer Rehabilitation Project:
Resolution 43-2013
(Allan Berry, Public Works Director)
3. CITIZENS WISHING TO SPEAK ON NON-AGENDA ITEMS 7:10 PM (I)
4. CITY ADMINISTRATOR AND DIRECTOR REPORTS 7:15 PM (I)
5. MAYOR/COMMITTEE REPORTS AND COUNCIL COMMENTS 7:30 PM (I)
6. PRESENTATIONS 7:45 PM (A)
 - a. New Employee Introduction: Sarale Hickson, Development Analyst
(Allan Berry, Public Works Director)
 - b. New Employee Introduction: Liz Sinclair, Utility Billing Clerk
(Lesa Folger, Deputy Finance Director)
 - c. Swearing-In of New Police Officer: Scott Schropshire
(Ken Johnson, Police Chief)
 - d. Greater Gresham Chamber Presentation (15 min.)
(Director Allison Hart)
 - e. FLOPA Annual Report (15 min.)
(Bob Dolphin)

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7. COUNCIL BUSINESS 8:25 PM (A)
a. Arts and Community Events Advisory Committee Appointment: Resolution 40-2013
(Samantha Nelson, City Administrator)
8. PUBLIC HEARINGS 8:30 PM (A)
a. Final Plat Filing Extension: Ordinance 6-2013
1st & 2nd Reading – Introduction, Public Hearing & Council Vote
(Allan Berry, Public Works Director)
9. ADJOURNMENT 8:45 PM (A)



Mike Weatherby, Mayor

July 11, 2013

Date

Times listed are approximate (A) Action requested (I) Information only

NEXT COUNCIL MEETING IS AUGUST 21, 2013

COUNCIL EXECUTIVE SESSION – IF NECESSARY – END OF MEETING
PARK VIEW CONFERENCE ROOM

ORS 192.660(2)(d) - Labor Negotiations, ORS 192.660(2)(e) - Real Property Transactions,
ORS 192.660(2)(f) - Exempt Public Record and ORS 192.660(2)(h) - Legal Counsel

City Council regular meetings are broadcast live on Comcast channel 30 and Frontier FIOS TV on Channel 38. Replays of the meeting are shown on Comcast Channel 30 (Comcast) and Channel 38 (FIOS) on Sundays at 3 pm and Mondays at 2 pm. Further information is available on our web page at www.fairvieworegon.gov or by calling 503.665.7929. The meeting location is wheelchair accessible. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to 503.665.7929.

Distributed to Council during the June 19, 2013 City Council meeting for review and discussion at the July 17, 2013 City Council meeting.

The Fairview City Council Sidewalk Subcommittee, consisting of Councilor Quinby, Councilor Kreamier and chair, Councilor Prom met Tuesday June 18, 2013, to discuss sidewalk repair and safety within the city of Fairview. The following 7 questions were posed, discussion was had and consensus recommendations were made. Actions requested of city staff are also listed below.

1. Is the maintenance and condition of sidewalks a concern for this city council and the citizens of Fairview?

Yes.

2. Should the city of Fairview mandate street trees in all areas currently mandated? Discuss implications. Private rights vs. Public benefit.

The city of Fairview and no other government entity should mandate street trees of any type. We would like, however, to encourage appropriate street tree planting.

Action requested of city staff: A) Bring to council, by next meeting, revised ordinances to approve, with new wording that eliminates the mandating of street trees in any part of the city. B) Make same changes in planning codes that mandate street trees. C) Remove all language from city code that would require permission from City of Fairview, or require fees to be paid for the removal of street tree on owner's property. D) Publish a list of appropriate street trees for various areas with directions on proper planting. E) Add to city code language requiring root wells or similar structures for all future street side tree plantings.

3. Should the alteration of the path of sidewalks be allowed by adjacent property owner's with street trees?

The city of Fairview should allow for the removal of sections of sidewalk or the rerouting of sidewalk, to allow for street tree growth, as long as a 4 foot wide sidewalk is maintained.

Action requested of city staff: A) Bring to council, by next meeting, revised ordinances to approve with new wording to allow for property owners to remove sections of sidewalk that they feel interferes with proper tree growth and the rerouting of sidewalks as long as a 4 foot wide section is maintained. B) Have same wording in planning code for future and existing developments. C) Revise code to eliminate fees for these sidewalk revisions as long as street tree protection is the reason for the sidewalk changes.

4. Should costs for sidewalk maintenance be the sole responsibility of adjacent property owners, the city or some combination? Consider budget of city.

We propose a 50/50 cost sharing program. To reduce costs by eliminating the need to pay prevailing wages for small fixes, we believe the program should be citizen owner implemented. Ideally the property owner adjacent to the sidewalk in need of repair would get bids, hire the contractor, pay the contractor and get reimbursed by the city in a timely manner. All

contractors must have Oregon CCB license in good standing. There would also be a cap (to be determined, suggested \$5 per square feet) on the city's portion of the cost based on the area of sidewalk, to prevent contractor from overcharging. City will enforce replacement sidewalk standards, IE: minimum 4 inch thick pour, 3000-3300 psi over bed of compacted gravel.

Action requested of city staff: A) Write new code to bring to city council by next meeting to implement above suggestions. B) Work on details of how this program would be run through public works and financial departments.

5. Should replacement program be complaint driven or pro-active enforcement?
We believe sidewalk safety program should be pro-active. City staff should earnestly look for damaged or lifted sidewalks and promptly notify property owners of law requiring corrections.

Action requested of city staff: A) Make changes to code and bring to city council by next meeting for vote. B) Hire summer intern from PSU engineering or such to make thorough sidewalk safety inventory by walking entire city.

6. Details of program. Time to repair after notice given? What measure constitutes required repair? (1/2 inch elevation? Cracks? Grade?)

We believe a period of 60 days to repair the sidewalk should be given with a possible extension of an additional 30 days. A further extension could be made if the repair cannot be done because temperature extremes would prevent proper curing of concrete.

Action requested of city staff: A) Make changes to code and bring to city council by next meeting as suggested above.

7. Village street issue.

All above suggested changes will apply equally to Village street and all streets within the city of Fairview.



FAIRVIEW CITY COUNCIL STAFF REPORT

Date: July 12, 2013
To: Mayor and City Council
Through: Samantha Nelson, City Administrator
Heather Martin, City Attorney
From: Allan Berry, Public Works Director
Subject: Council Sub-Committee Recommendations

Addresses Council Goal

N/A

Report in Brief

The Council Sub-committee tasked with recommending action to the Council regarding the City's street tree and sidewalk issues was submitted to the Council and staff on June 19, 2013. Staff has reviewed the recommendations and identified the processes needed to implement each recommendation. Please see the attached committee recommendations with implementation processes added.

Background

Sidewalk repairs and street trees have been an issue for Fairview for several years. This is a topic municipalities across the country are struggling to address and have addressed through a variety of methods. Fairview City Council has discussed this topic on several occasions and on June 5, 2013 assigned a council sub-committee to provide recommendations to the council body. The committee submitted their recommendations to Council on June 19, 2013 and on July 17, 2013 the City Council body is scheduled to discuss these recommendations in work session. In order to assist council, staff has provided the implementation process for each recommendation should it be approved.

Fiscal Impact

\$50,000 per year

Community Involvement

City Council meetings and work sessions

Alternative Courses of Action

To leave the Fairview Municipal Code and Development Codes as currently stated with no changes.

Recommendation/Suggested Motion

Staff respectfully recommends Council provide a clear policy direction for staff to be able to move this item forward:

- 1) Direct the City Administrator to instruct staff to pursue the Type IV code changes with the processes required (not requiring street trees and changing sidewalk code in the Village) and any other approved recommendations above:
or
- 2) Direct the City Administrator to instruct staff to revise the code to streamline its processes, but continuing to require street trees and implementing a maintenance program which would include a grant program for citizens to access to assist with costs.

Attachments

- Council Sub-Committee Recommendations with Implementation Process Details
- Type IV Process Flow Chart

Version 2 With Implementation Details should Council wish to pursue recommendations.

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1. Is the maintenance and condition of sidewalks a concern for this city council and the citizens of Fairview?

Yes.

2. Should the city of Fairview mandate street trees in all areas currently mandated? Discuss implications. Private rights vs. Public benefit.

The city of Fairview and no other government entity should mandate street trees of any type. We would like, however, to encourage appropriate street tree planting.

Action requested of city staff: A) Bring to council, by next meeting, revised ordinances to approve, with new wording that eliminates the mandating of street trees in any part of the city. B) Make same changes in planning codes that mandate street trees. C) Remove all language from city code that would require permission from City of Fairview, or require fees to be paid for the removal of street tree on owner's property. D) Publish a list of appropriate street trees for various areas with directions on proper planting. E) Add to city code language requiring root wells or similar structures for all future street side tree plantings.

Implementation Process:

Changing the city code by adopting ordinances would involve code changes in several areas of the Fairview Municipal Code. These types of policy decision are considered to be a Type IV land use decision which require a series of very specific processes and timelines be adhered to. Staff has provided a process flow chart which will be followed should council direct staff to move the topic of no longer requiring street trees forward.

As staff began to work on initial concepts should the council move this forward, additional items were identified that will need to be addressed through the process as well. These include the varying development requirements throughout the City such as those in Fairview Village. Others include the areas of the City that are in the Multnomah County right-of-way and which have street standards that are not City standards. Halsey Street sidewalks are an example of where this issue would apply.

The committee also suggested removing all language from city code that requires permission (a permit) from the city to remove trees. This requirement also has a few impacts to be considered. For example, if a tree is in an area designated as a significant environmental resource, there are issues related to Metro requirements that need to be adhered to. This aspect of the code has recently been reviewed in the Title 13 process.

Currently the restrictions of private citizens removing trees on their private property are very limited and do not involve fees.

Staff developed a draft street tree and sidewalk guidance document (program) but that document was based on the premise of requiring trees. A draft of that document was presented at work session and if street trees are determined to still be required can be updated in a very short time with the other Council policies regarding timelines for compliance as well as the grant program. Once this is done the program can be presented to council for consideration of adoption and implemented quickly. If the policy direction of the council is to eliminate the requirement of street trees and to change the sidewalk requirements along Village Street the process will be longer and thus subject to the Type IV requirements and associated time lines. Once the processes are completed the program document can be revised for Council review and adoption.

Benefits to ultimately developing a tree program is that it will alleviate continuous rewrites of codes: with references to the guidance document added to the code, and then required changes simply being made to the guidance document. The guidance document includes street tree recommendations, tree wells and planting guidelines.

Other considerations when discussing trees:

- *Impact on property value*
- *Impact on walkability (and public health)*
- *Air quality*
- *Stormwater quality*

3. Should the alteration of the path of sidewalks be allowed by adjacent property owner's with street trees?

The city of Fairview should allow for the removal of sections of sidewalk or the rerouting of sidewalk, to allow for street tree growth, as long as a 4 foot wide sidewalk is maintained.

Action requested of city staff: A) Bring to council, by next meeting, revised ordinances to approve with new wording to allow for property owners to remove sections of sidewalk that they feel interferes with proper tree growth and the

rerouting of sidewalks as long as a 4 foot wide section is maintained. B) Have same wording in planning code for future and existing developments. C) Revise code to eliminate fees for these sidewalk revisions as long as street tree protection is the reason for the sidewalk changes.

Implementation Process:

This will require changes to the development code and would be subject to the process shown in the flowchart. Sidewalks do need to remain in the public right-of-way to prevent trespass on to private property and the need for access easements. The ability to reroute sidewalks is an aspect that could be accommodated in the street tree/sidewalk guidelines but would present issues which may negatively impact the aesthetics of the city streets (which some would state is related to economic development and property values). This approach is used in the older areas of Portland quite often. City standard sidewalks are 5 feet wide, and the City must be cognizant of ADA requirements for access and connectivity.

4. Should costs for sidewalk maintenance be the sole responsibility of adjacent property owners, the city or some combination? Consider budget of city.
We propose a 50/50 cost sharing program. To reduce costs by eliminating the need to pay prevailing wages for small fixes, we believe the program should be citizen owner implemented. Ideally the property owner adjacent to the sidewalk in need of repair would get bids, hire the contractor, pay the contractor and get reimbursed by the city in a timely manner. All contractors must have Oregon CCB license in good standing. There would also be a cap (to be determined, suggested \$5 per square feet) on the city's portion of the cost based on the area of sidewalk, to prevent contractor from overcharging. City will enforce replacement sidewalk standards, IE: minimum 4 inch thick pour, 3000-3300 psi over bed of compacted gravel.
Action requested of city staff: A) Write new code to bring to city council by next meeting to implement above suggestions. B) Work on details of how this program would be run through public works and financial departments.

Implementation Process:

Once the determination has been obtained on the direction the City Council wishes to take on the distribution of the costs of sidewalk replacement, this aspect of the committee recommendation can be implemented. The most conducive place to include this approach would be in the street tree/sidewalk guidance document (program) and not in city code, allowing for modification through resolution as budget or circumstances dictate. There are a few items to be additionally considered such as the frequency citizens may access this program, Fairview property owners adjacent to county sidewalks (using citizen money to repair county sidewalks), what to do in the instance of a tree being replaced

although not required and the citizen looking to access the program again in a few years, and what to do when citizens completed work in fiscal year but funds were exhausted for grants. Staff will attempt to identify all of these scenarios for council consideration in order to adopt a program to fit the policies of the City as provided by the Council.

5. Should replacement program be complaint driven or pro-active enforcement?
We believe sidewalk safety program should be pro-active. City staff should earnestly look for damaged or lifted sidewalks and promptly notify property owners of law requiring corrections.

Action requested of city staff: A) Make changes to code and bring to city council by next meeting for vote. B) Hire summer intern from PSU engineering or such to make thorough sidewalk safety inventory by walking entire city.

Implementation Process:

This is a policy direction the Council has provided to staff previously: to be proactive. The City attorney has recommended the City adopt a systematic program to cover the whole city over specified time period in order to limit the city's exposure. This is a simple change that would be included in the language to clean up the current inefficiencies in the code. The City has an inventory prepared which will be updated, but is a good starting point and will provide a tool for prioritizing the fixes in conjunction with a systematic plan. One aspect of this that will need council direction is where to begin the program once the review is complete.

6. Details of program. Time to repair after notice given? What measure constitutes required repair? (1/2 inch elevation? Cracks? Grade?)
We believe a period of 60 days to repair the sidewalk should be given with a possible extension of an additional 30 days. A further extension could be made if the repair cannot be done because temperature extremes would prevent proper curing of concrete.

Action requested of city staff: A) Make changes to code and bring to city council by next meeting as suggested above.

Implementation Process:

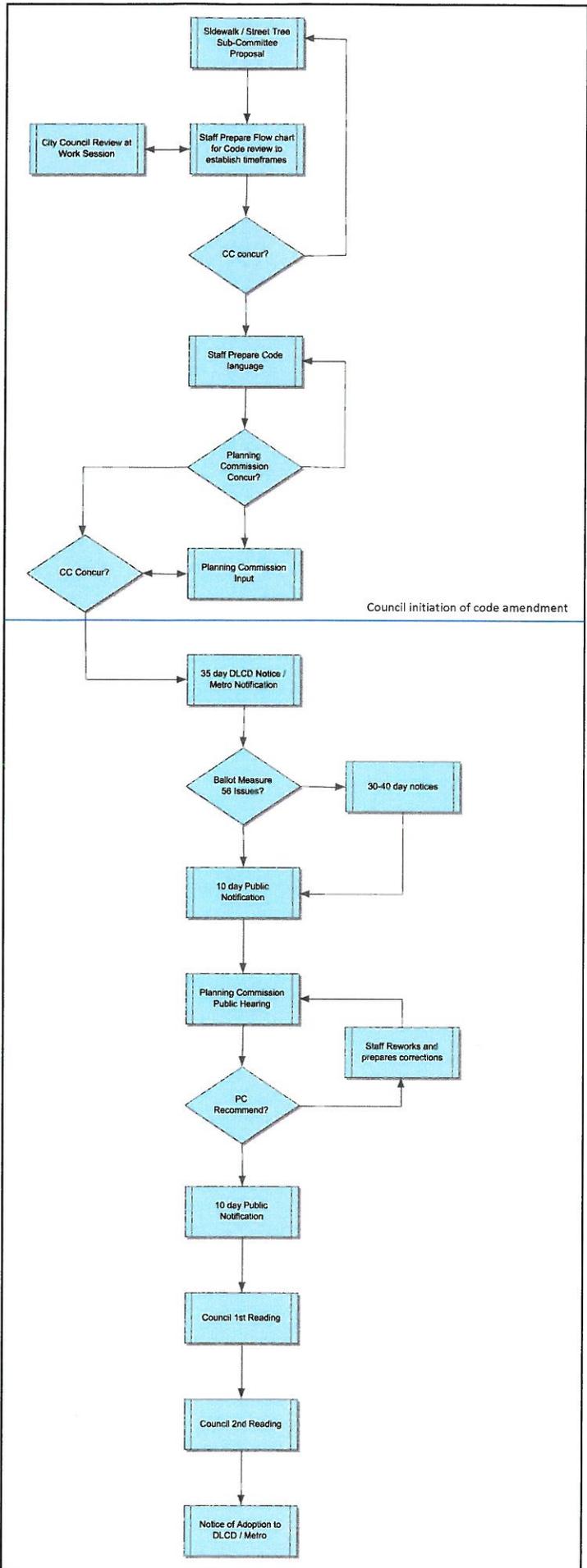
This is a policy direction the Council has provided to staff previously: to amend the code to allow 60 days and then 30 additional upon approved request. Once the City Council confirms the overall approach to this issue, the code language to accommodate revisions to the timing of repairs can

be prepared for adoption. This is a simple change that would be included in the language to clean up the current inefficiencies in the code.

7. Village street issue.

All above suggested changes will apply equally to Village street and all streets within the city of Fairview.

Implementation Process: see all above comments.



Ballot Measure 56 requires notice be given to all property owners when governments “rezone” property. All text and map amendments must be evaluated to see if they meet the definition of a “rezone”. If proposed amendments are determined to be a rezone all property owners will need to be notified of the public hearing on the amendments.

Measure 56 notices must be mailed at least 30 days in advance but not more than 40 days before the hearing to rezone. FMC19.413.040(C)

The Planning Commission acts as an advisory committee to the city council and recommends action on proposed development code amendments. If the Planning Commission fails to adopt a recommendation, the community development director will report the failure along with the proposed change to the City Council. Any Planning Commissioner who votes in opposition to the Planning Commission’s majority recommendation may file a written statement of opposition with the City Council.

**MINUTES
CITY OF FAIRVIEW
CITY COUNCIL**

June 19, 2013

Council Members

Mike Weatherby, Mayor
Dan Kreamier
Ken Quinby
Steve Prom
Steve Owen *Excused*
Lisa Barton Mullins
Tamie Arnold

Staff

Samantha Nelson, City Administrator
Allan Berry, Public Works Director
Lesla Folger, Deputy Finance Director
Ken Johnson, Police Chief
Heather Martin, City Attorney
Devree Leymaster, City Recorder

WORK SESSION

1. ACEAC DIRECTION/CLARIFICATION DISCUSSION

Councilor Arnold introduced the agenda item. The ACEAC is requesting Council direction and answers to the questions presented at the May 1, 2013 Council meeting.

Councilor Arnold inquired what the term “advisory” means to the Council. Defining advisory will help ACEAC define their role and what capacity they act in. Councilor Arnold proposed incorporating definitions of board, commission, and committee in the code sections for all advisory committees. City Attorney Heather Martin summarized it sounded as if what is being requested is more clarification in the definition of power and duties within the code sections.

Councilor Prom stated he views an advisory committee as a type of focus group. Advisory committee’s brainstorm ideas, involve the community, and present recommendations to Council.

Councilor Arnold inquired if ACEAC is tasked with implementation. Councilor Kreamier stated he viewed ACEAC’s role as identifying a project, developing a plan for execution, and presenting to Council. Councilor Arnold summarized it is ACEAC’s role to advise and potentially execute Council approved projects.

City Administrator Samantha Nelson remarked an important aspect of an advisory committee is to encourage citizen input. City Attorney Martin stated all committee members are citizen liaisons, and as such should relay issues and concerns to Council.

Councilor Arnold inquired if ACEAC should review event applications and make recommendations to Council. Council President Barton Mullins responded she felt that is the role of the administration (staff). Councilor Prom agreed, having event applications reviewed by ACEAC would slow down the process and potentially make it difficult for applicants.

Two of the member positions for ACEAC require a professional arts background. Councilor Arnold stated the requirement may limit appointments. Council agreed and supported amending the code language to remove “shall” for the two positions with the professional arts degree. Professional backgrounds should be considered when applicable, but not required for appointment.

The Fairview Community Arts Council (FCAC) no longer exists. Councilor Arnold remarked the ACEAC code language refers to working cooperatively with the FCAC. Council supported removing FCAC from the code language.

Councilor Kreamier remarked when ACEAC presents an event idea to Council the budget and what is needed to execute the event needs to be included. Councilor Kreamier proposed ACEAC consider developing marketing strategies for different levels of sponsorships for events.

Councilor Arnold inquired if allocated funds for a specified event were not utilized could the funds be reallocated to another event. City Administrator Nelson responded yes, funds could be reallocated. Reallocation would require action by Council.

Councilor Arnold requested a status update regarding the event donation link on the City website. City Administrator Nelson responded accepting donations through the website is challenging because of the flat fee (\$4.95) assessed on all credit/debit card transactions. Staff is researching other banking service options. Councilor Arnold inquired if in the interim the City could advertise for event donations i.e. in the monthly newsletter. City Administrator Nelson responded yes.

2. ENDING FUND BALANCE POLICY REVIEW

City Administrator Nelson presented the draft policy prepared in 2011. The policy incorporates the research of various organizations across the state. The policy can be simplistic or complicated. Council's comfort level and intent for fund balances will help determine the final policy.

Using current fund balances City Administrator Nelson presented an example of how the draft policies would apply. For the fiscal year general fund reserves are maintained as follows: 5% minimum operating expenses in contingency, 5% minimum operating expenses in reserves, stabilizing fund balance of 50% (6months) of operating expenses, and any funds beyond would be excess. Policy would include how any excess is handled.

Contingency funds are for unforeseen expenses. The Budget Committee allocated \$500,000 in contingency funding for FY 2013-14. Applying the draft policy \$214,000 would be allocated. Historically the City has budgeted approximately \$250,000.

The reserve fund balance is utilized to balance the budget for the difference between the estimated amounts and actual amounts. An adopted budget is based on estimated figures. Historically, these amounts are based on conservative assumptions. Actual figures are determined when the annual financial report is complete. The reserve line item increases or decreases given the results of the annual financial report. Research indicates this approach usually results in a balanced budget with excess. The excess is due to the conservative approach, typically resulting in less expense and more revenue than budgeted. A decline or depletion of reserves is the first indicator of stress in the general fund. Reserve funds were utilized in balancing the FY 2013-14 budget.

Stabilization funds are only used when reserve funds have been depleted. Use of these funds is usually due to an extreme event or economic uncertainty. Use of these funds is an indicator operational changes are needed to realign expenses and revenue; more is being used than should be.

Councilor Quinby stated the process is confusing and recommend a less complex policy be developed. Councilor Arnold and Councilor Kreamier agreed.

City Administrator Nelson inquired how Council would like excess funds handled. Councilor Quinby inquired why the budget figures are not more actual. City Administrator Nelson responded the City operates on a fiscal year and follows accrual accounting practices. The fiscal year ends June 30. Not all expenses and revenues incurred prior to June 30 are received by June 30 requiring journal entries. True audited numbers are not known till a few months later. Therefore, estimated fund balances are used during the budget process and are finalized when the true audited figures are known. The role of the independent auditors is to review for reasonableness. Anything outside what is reasonable is flagged and triggers more in depth review, such as a forensic audit.

Councilor Quinby requested clarification regarding what funds Council can approve for spending. City Administrator Nelson responded Council can approve spending allocated fiscal year contingency funds through a resolution. The ending fund balance cannot be spent during the fiscal year. The amount is not mandated by state or federal regulations but the best practice is three months; past Council policy was six months. The ending fund balance can affect bond ratings, would need to research potential impacts with the Bond Council.

Councilor Quinby proposed maximizing the allocation to contingency fund balances when applicable. It would provide more flexibility to use funds if needed and decrease the potential needs for loans or bonds. Recommended excess funds be used to reduce debt.

Council President Barton Mullins inquired if the Budget Committee would need to be reconvened to make changes. City Administrator Nelson responded the current budget is as adopted. Any recommended changes could not be implemented until next year's budget.

COUNCIL MEETING (7:00 PM)

1. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

2. CITIZENS WISHING TO SPEAK ON NON-AGENDA ITEMS

Mr. Jeffrey Arnold, 892 NE Clear Creek Way, Fairview, Oregon identified himself as one of the applicants being considered for the Parks & Recreation Advisory Committee (PRAC) appointment. Mr. Arnold stated he is eager to learn, could offer a fresh perspective and is interested in expanding the recreational component of the committee's charge. His one-year term appointment to the Arts & Community Events Advisory Committee (ACEAC) could be advantageous in crossing over recreational opportunities.

Ms. Renaye Delano, 2128 NE 203rd Avenue, Fairview, Oregon proposed an ordinance limiting the number of chickens kept and provided a written draft code to Council. Currently, Fairview refers to Multnomah Animal Control for animal regulations and vector control. Fairview City Council did adopt an ordinance banning roosters within the city limits.

Ms. Delano stated chickens can be noisy, produce odors, and create sanitation issues. Free roaming chickens increase predator activity i.e. raccoons and coyotes and increase the

potential for rodent infestation due to the easy access to food i.e. chicken feed. Chickens egg bearing years is typically one twelve to eighteen months.

Ms. Delano requested City Council consider adopting a chicken ordinance limiting the number of backyard chickens to three. This is similar to the guidelines being implemented in surrounding areas. Limiting the number of backyard chickens allows residents seeking healthy food options to do so, while living in harmony with their neighbors.

Ms. Brenda Ziegler 1490 NE Village Street, Fairview Oregon stated both HOA's along Village Street are working closely together regarding the sidewalk and street issue and appreciate the Sidewalk Subcommittee's task to review and recommend options to Council. Ms. Ziegler reiterated Village Street is unique due to the different compaction rate used during construction, no grass, and the narrow area for tree wells. The failure rate along Village Street is due to fault in design and construction, which was approved by the City. Ms. Ziegler expressed urgency for the City's response to correct the problem and requested Village Street be prioritized for the first round of improvements. Ms. Ziegler stated the HOA's did not contact the press and hoped to avoid any future negative press.

Mayor Weatherby stated he just received the subcommittee's first report. Council Prom, Chair of the Sidewalk Subcommittee stated he would present the reports proposals during Council updates.

3. PRESENTATIONS

a. Greater Portland Inc.

Derrick Olson, Vice President of Regional Strategy & Coordination, Greater Portland Inc. (GPI) stated GPI is a non-profit organization that was created from the merging of public and private groups. GPI has been active for two years and is a regional economic development organization for the greater Portland area. GPI's focus is regional and is funded by city and private entities in conjunction with grants.

Mr. Olson reviewed three key concepts of GPI: Business Development, Marketing and Branding, and Regional Strategy and Coordination. The new realities of economic development include global competition and trade sector job growth. The goal of export initiative strategies is to double the Portland area exports (one billion in exports supports 5,400 jobs). A significant accomplishment in marketing was the recent launch of the workbook app for Ipad. It is one of the first of its kind. They hope to have a droid platform soon. The GPI website has a Featured Properties page where cities can highlight their commercial properties.

Councilor Arnold inquired if GPI had a city "shopping" list identifying the attributes of each City. Mr. Olson responded no, GPI provides regional information and does not promote individual cities. Their approach is to assist companies at the macro level.

Councilor Kreamier inquired what were the top 3 things businesses looked for when relocating or expanding. Mr. Olson responded the priorities vary, but work force, infrastructure, and cost of doing business (total cost) are often top priorities.

4. CONSENT AGENDA

- a. Minutes of June 5, 2013
- b. Inter-Agency Agreement with Reynolds School District for School Resource Officer: Resolution 34-2013
- c. Extending Workers' Compensation to City Volunteers: Resolution 36-2013
- d. Identifying Park Cleone Improvement Project for SDC Funds: Resolution 39-2013

Council President Barton Mullins moved to approve the consent agenda and Councilor Kreamier seconded. The motion passed unanimously.

AYES: 6

NOES: 0

ABSTAINED: 0

5. CITY ADMINISTRATOR AND DIRECTOR REPORTS

City Administrator Samantha Nelson reported the annual spring clean-up was successful with ninety-six coupons submitted to Allwood Recyclers; due to the July 4 holiday the next scheduled City Council meeting is July 17; and summer events to be aware of in August include National Night Out, East County Bite, and Fairview on the Green. The events page on the city website has additional information.

Councilor Quinby inquired when the anniversary date for Samantha Nelson as City Administrator was or is. City Administrator Nelson responded she was appointed Interim City Administrator June 2012 and accepted the permanent position September 9, 2012.

Councilor Quinby stated the red flex traffic study report indicated seven instances were recorded from the camera at the top of the west bound exit. There is no light at that exit.

Councilor Arnold inquired what the process is to facilitate a joint meeting for Planning Commission and City Council. City Administrator Nelson responded Council would direct staff to coordinate the meeting. Councilor Quinby proposed scheduling a joint meeting on an annual basis. Mayor Weatherby supported scheduling an annual meeting and recommended fall 2013 for the first meeting.

Public Works Director Allan Berry reported interviews for the vacant Development Analyst position were scheduled for the following day. Development Analyst Erika Fitzgerald has one week, or less, left prior to beginning her leave. Staff is working to contract with a Planner to assist the City during her 3 month absence.

Public Works Director Berry introduced Fairview Elementary student, *Deputy Director* London Pettis, who read a statement requesting Council support for the purchase of play equipment at Park Cleone. Pictures of the recommended play structure were provided to Council and staff. *Deputy Director* Pettis reported the installation of the play equipment would be a summer community project and the Police Chief is working on options to prevent graffiti.

Council President Barton Mullins thanked *Deputy Director* Pettis for presenting the recommendations to City Council and appreciated the Fairview Elementary students selecting a play structure with ADA access.

Mayor Weatherby inquired about parking and ADA access to the structure. Public Works Director Berry responded parking will be part of the over-all park plan. ADA access to the structure will be provided, but parking will not be available when the play structure is installed.

Councilor Prom commended the students and *Deputy Director* Pettis for their work and inquired what the surface beneath the structure is. *Deputy Director* Pettis responded cedar chips. Councilor Prom inquired if ADA accommodations for crossing the chips would be provided. Public Works Director Berry responded the play structure will be ADA accessible.

Councilor Kreamier remarked the students did a great job and applauded their efforts.

Councilor Kreamier inquired about the meeting with Leland Consulting regarding the riverfront. Public Works Director Berry responded staff had an initial meeting with Leland regarding an economic development feasibility assessment/study for the riverfront. The Planning Commission's recommendation is to create a master plan for the riverfront. Leland recommended, first, bringing all stakeholders i.e. Metro, Multnomah County, Port of Portland, Multnomah County Drainage District, etc. and the private property owners together to vet out and identify what is wanted/needed. There are multiple complex issues i.e. infrastructure to consider. The project study would be rigorous, costly, and time intensive. What items to include or exclude would need to be identified. Public Works Director Berry queried if the riverfront development topic would be applicable for a joint Planning Commission and City Council discussion.

Councilor Arnold stated the Planning Commission has different points of view and inquired if there is, or could be, a Council liaison to the Planning Commission. City Attorney Heather Martin responded no, there is not a Council liaison to the Planning Commission like other advisory committees because of legal reasons. The City Council has final decision authority regarding applications deliberated on by the Planning Commission. Councilor Arnold proposed Council received a regular Planning Commission update/report.

Councilor Arnold remarked the recommended play structure for Park Cleone had no swings and inquired what the reasoning is for that. Public Works Director Berry responded there are six swings. They just weren't in the picture.

Mayor Weatherby inquired what the role of the City is with Leland Consulting and who is paying for the services. Public Works Director Berry responded he called Leland due to his historical expertise and no charges have been incurred. If the City chooses to do a study, the cost would require a Request for Proposal (RFP) process for services.

Deputy Director Lesa Folger reported the City received its 5th consecutive Certificate of Achievement for Excellence in Financial Reporting. This is a prestigious award given to those

who achieve the highest standards in government accounting and financial reporting. Deputy Director Folger commended the finance staff for their outstanding work.

Police Chief Ken Johnson reported two juveniles had been apprehended for car prowls along Village Street; approximately forty. They would walk along and pull on door handles to access unlocked cars. Chief Johnson reiterated how important is to keep your car doors locked.

Police Chief Johnson stated house bill 3438 passed for photo radar in school zones and an amended version is in the senate for review. Part of the amendment identifies Fairview for a pilot project. Fairview's selection for the pilot project was in recognition of his position, at that time, as the President of the Oregon Association Chiefs of Police. Police Chief Johnson clarified he did not approve Fairview for the pilot project; Fairview is identified as may, not shall, participate. It is understood approval for participation is at the discretion and approval of City Council. If passed, the bill requires flashing yellow lights and a digital display of your speed entering the zone as part of the photo radar program. The focus is on school safety. The bill is currently in conference committee. There is potential that the pilot program recommendations may be extended to include more than Fairview.

Councilor Arnold inquired if driving too fast in school zones is an issue. Police Chief Johnson responded yes, it is a big issue. The police department constantly received complaints from the school and parents. The police department does not have the staff to patrol all the school zones in Fairview adequately. The photo radar program for school zones would be a great tool to increase safety.

6. MAYOR/COMMITTEE REPORTS AND COUNCIL COMMENTS

Councilor Prom reported the Sidewalk Subcommittee met Tuesday. They reviewed seven basic questions, came to a consensus, and presented a report to Mayor Weatherby. The next step is to work with staff to present an ordinance at the next City Council meeting. Regulations will apply city wide, including Village Street.

Recommendations presented included:

- encourage street trees, but not mandate them;
- if street trees are planted then appropriate tree wells must be provided;
- code amendment to allow alteration of existing sidewalks to accommodate tree growth;
- create a cost sharing program where the property owner initiates the sidewalk repair and the City contributes a portion of the cost (portion would be capped);
- and implement a proactive program (conduct a detailed inventory and send request for repair letters).

Councilor Kreamier read a statement from the Economic Development Advisory Committee (EDAC) supporting the subcommittee's recommendations and city budget line item for sidewalk repair. "The Economic Development Advisory Committee supports a City budget line item for a specified amount of money per year for sidewalk repair and improvement, recommends the City actively pursue and prioritize a remedy to existing sidewalk and street tree problems on Village Street, and change the Fairview Municipal Code to include standards which will serve to alleviate problems in the future."

Council President Barton Mullins reported attending the following meetings:

- East Metro County Transportation Committee (EMCTC)
ODOT will close I-84, one direction at a time, for several weekends this summer for a repaving project. A separate improvement project is adding an additional lane from the Halsey Street exit to I-205 northbound. Technology – sense running yellow/red light – doesn't turn lights other way
- Joint Policy Advisory Committee on Transportation (JPACT)
Update on the Climate Smart Communities Project scenario. If do not comply and meet state goals, will lose transportation funds.
- East Metro Economic Alliance (EMEA)
Recruiting for a Fairview business member appointment to the board. Proposed creating a sub-committee to advise cities in business issue matters. Is in the early stages of discussion. Not sure if will support the idea.
- Regional Disaster Preparedness Organization Policy Committee (RDPO)
Attended first meeting. Group is scheduled to meet twice a year. Nothing substantive to report.

Councilor Quinby noted he participated in the Sidewalk Subcommittee. The Committee prepared a report and recommendations as outlined by Councilor Prom.

Councilor Arnold stated there were open positions on the Arts & Community Events Committee and encouraged anyone interested to apply for appointment. Meetings are open to the public and all are welcome to attend.

Mayor Weatherby reported coordinating a Mayor's meeting, including Troutdale Mayor Doug Daoust and Wood Village Mayor Patricia Smith, with Metro Councilor Shirley Craddick to discuss the Climate Smart Communities Project. The meeting is scheduled next week. Mayor Weatherby indicated the project could include charging people based on the number miles traveled. East and West counties differ. Many individuals in East County do not shop, live, and work in the same area. Hope to convey their concerns to Council Craddick to report to Metro.

7. COUNCIL BUSINESS

a. Parks & Recreation Advisory Committee Appointment: Resolution 38-2013

Public Works Director Berry stated the position one vacancy is due to the resignation of Brad Fudge. The applicants included former PRAC Chair Steve Kaufman; former City Councilor Barb Jones; and current member of the ACEAC, Jeffrey Arnold.

Mayor Weatherby requested a roll call vote for nominations. Jeffrey Arnold is nominated by majority. The nominations were as follows:

- Jeffrey Arnold – Councilor Prom, Councilor Kreamier and Councilor Quinby
- Steve Kaufman – Mayor Weatherby and Council President Barton Mullins

Councilor Arnold abstained from the nomination and appointment vote, stating her husband is one of the applicants.

Councilor Quinby moved to appoint Jeffrey Arnold to position one, term date of December 31, 2014 and Councilor Kreamier seconded. The motion passed by majority.

AYES: 4 – Councilor Prom, Councilor Kreamier, Councilor Quinby and Mayor Weatherby

NOES: 1 – Council President Lisa Barton Mullins

ABSTAINED: 1 – Councilor Arnold

Councilor Quinby stated he appreciated the years of service applicant Steve Kaufman has given to PRAC and acknowledged the value of the history he would provide. The appointment decision was difficult. He encouraged Mr. Kaufman to seek appointment in the future.

b. Play Ground Equipment Purchase – Park Cleone: Resolution 37-2013

Councilor Quinby moved to approve Resolution 37-2013 and Councilor Kreamier seconded. The motion passed unanimously.

AYES: 6

NOES: 0

ABSTAINED: 0

Mayor Weatherby inquired if one ADA parking space, even if temporary, could be made available when the play structure is completed. Public Works Director Berry responded parking will be reviewed as part of the master plan process for the park. He would research the possibility of a temporary ADA parking space for the interim.

8. PUBLIC HEARINGS

a. Sign Code Amendments: Ordinance 2-2013 – Second Reading

City Recorder Devree Leymaster read the second reading of the ordinance by title. Development Analyst Erika Fitzgerald reviewed the grammatical corrections and change to a type 1 process, staff level decision, for variance hardship in case of a street disclosure, as directed by City Council at the first reading.

Mayor Weatherby opened the public hearing. There was no public comment. Mayor Weatherby closed the public hearing

Council President Barton Mullins moved to approve Ordinance 2-2013 and Councilor Quinby seconded. The motion passed unanimously.

AYES: 6

NOES: 0

ABSTAINED: 0

9. ADJOURNMENT

Council President Barton Mullins moved to adjourn the meeting and Councilor Arnold seconded. The motion passed, and the meeting adjourned at 8:30PM.

AYES: 6

NOES: 0

ABSTAINED: 0

A complete recording of these City Council proceedings is available by contacting the City of Fairview Administration Office, 1300 NE Village Street, Fairview, Oregon 97024.

Devree Leymaster
City Recorder

Mike Weatherby
Mayor

Date of Signing



FAIRVIEW CITY COUNCIL STAFF REPORT

Date: July 8, 2013
To: Mayor and City Council
Through: Samantha Nelson, City Administrator
Heather Martin, City Attorney
From:
Subject: Authorizing the City Administrator to Sign Intergovernmental Agreement
Contract Number 1213166 with Multnomah County for Aging Services for
Fiscal Year 2013-14
Resolution Number: 41-2013

Addresses Council Goal

N/A

Report in Brief

The Fairview Budget Committee, during the budget preparations for Fiscal Year 2012-13 specifically identified the Aging Services program as provided by Multnomah County to Fairview elder population to be an important community program. The funding to remain a participant in the program was approved in the Fiscal Year 2013-14 budget. A signed IGA is necessary to continue Fairview's participation in the Aging Services program.

Background

This IGA with Multnomah County creates a partnership between the City and the County to provide services and activities that help elderly Fairview residents remain in their own homes and community through a system of information, outreach activities and services. Services provided by the County shall include:

1. Information and assistance
2. Case Management
3. Arrangement for services such as:
 - a. In-home care
 - b. Adult day care
 - c. Respite care
 - d. Transportation
4. Outreach to isolated, frail and vulnerable seniors
5. Legal services
6. Meals

7. Protective services for adults
8. Housing alternatives
9. Supplemental nutrition assistance and medical assistance for low-income elderly residents.

Fiscal Impact

\$1,850

Community Involvement

N/A

Alternative Courses of Action

Council could choose to not participate in this program for Fiscal Year 2013-14; thus, limiting access of the Fairview older adult population to the services provided by this program.

Recommendation/Suggested Motion

City staff respectfully recommends and supports approval of resolution 41-2013 authorizing the City Administrator to sign Intergovernmental Agreement Contract Number 1213166 with Multnomah County for Aging Services for Fiscal Year 2013-14

Attachments

- Resolution 41-2013
- Intergovernmental Agreement Contract Number 1213166 with Multnomah County for Aging Services for Fiscal Year 2013-14

RESOLUTION
(41-2013)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO SIGN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY FOR AGING SERVICES FOR FISCAL YEAR 2013-14.

WHEREAS, the City desires to continue participating with the County in providing aging services to better serve the older adults who live in Fairview; and

WHEREAS, a signed Intergovernmental Agreement Contract Number 1213166 with Multnomah County is necessary to continue participation for Fiscal Year 2013-14; and

WHEREAS, the funds to participate in the Aging and Disability Services program were approved in the adoption of the City of Fairview Budget for Fiscal Year 2013-14.

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

Section 1 The City Administrator is authorized to sign Intergovernmental Agreement Contract Number 1213166 with Multnomah County for Aging Services for Fiscal Year 2013-14.

Section 2 This Resolution is and shall be effective from and after its passage by the City Council.

Resolution adopted by the City Council of the City of Fairview, this 17th day of July, 2013.

Mayor, City of Fairview
Mike Weatherby

ATTEST

City Recorder, City of Fairview
Devree Leymaster

INTERGOVERNMENTAL AGREEMENT
Contract Number 1213166

This Agreement is made and entered into pursuant to the authority found in ORS Chapter 190 by and between the City of Fairview, hereinafter referred to as CITY, and Multnomah County, hereinafter referred to as COUNTY.

SECTION I. INTRODUCTION

The purpose of this agreement is to initiate a partnership between COUNTY and the cities of East Multnomah County, including Fairview and Troutdale, with the goal to better serve older adults who live in East Multnomah County. The term of this Agreement shall be from July 1, 2012 through June 30, 2013.

SECTION II. RECITALS

- A. WHEREAS, CITY desires to offer opportunities to access services to its residents, including senior adults;
- B. WHEREAS, COUNTY, as the designated Area Agency on Aging (AAA) for Multnomah County, has the responsibility to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County in accordance with provisions of the Area Plan required through the Older Americans Act of 1965, as amended;
- C. WHEREAS, COUNTY through the Department of County Human Services the Aging and Disability Services Division (ADSD) Area Plan for 2013-2017 maintains sub-planning and service area districts within COUNTY boundaries;
- D. WHEREAS, COUNTY provides funding for information and assistance, outreach, case management, access to other needed services such as transportation and in-home services, outreach, and focal point development and operation. COUNTY makes arrangements with other East County jurisdictions for proportionate funds to support access services for East County residents;
- E. WHEREAS, East Multnomah County, including the CITY and adjacent cities and communities has been designated such a sub-planning and service area district;
- F. WHEREAS, East County Senior Coalition has been designated the citizens advisory committee for the East Multnomah County Senior Services District;
- G. WHEREAS, the CITY and COUNTY have identified priority areas that create natural links between COUNTY senior support services and CITY;
- H. WHEREAS, COUNTY policy regarding District Centers is to contract with private non-profit organizations for the delivery of District Center services;
- I. WHEREAS, COUNTY is currently providing District Center and Nutrition services for the East Multnomah County District through a contract with multiple community partners; and
- J. WHEREAS, COUNTY provides some services directly and other services through contracts with private non-profit organizations, for the purposes of this Agreement, when COUNTY is

referenced it is understood to include COUNTY and partner organizations funded by COUNTY to deliver services.

THEREFORE, CITY and COUNTY agree as follows.

SECTION III. AGREED/CITY AND COUNTY

- A. COUNTY and CITY will create a partnership to (1) provide services and activities that help elderly CITY residents to remain in their own homes and communities through a system of information, outreach activities and services; and (2) to engage in other community partnerships to coordinate a broad array of services and activities which enhance life for senior citizens who live in East Multnomah County.
- B. The parties mutually agree that the administrative authority for COUNTY shall be the Division Director of Aging Disability Services Division, Department of County Human Services and the administrative authority for CITY shall be the City Administrator.

SECTION IV. AGREED/COUNTY

- A. COUNTY shall perform, within the boundaries of the East County Senior Services District, all services to the elderly prescribed by the Area Plan as approved by the State of Oregon, including services available through the Older American Act of 1965, as amended, Oregon Project Independence, and Title XIX, Medicaid. These services shall include:
 - 1. Information and assistance
 - 2. Case management
 - 3. Arrangement for services such as:
 - a. in-home care
 - b. adult day care
 - c. respite care
 - d. transportation
 - 4. Outreach to the isolated, frail and vulnerable seniors
 - 5. Legal services
 - 6. Meals
 - 7. Protective services for adults
 - 8. Housing alternatives
 - 9. Supplemental nutrition assistance and medical assistance for low-income elderly residents
- B. COUNTY shall provide leadership to address issues of concern to older adults, in accordance with the provision of the Older Americans Act. This will include development and implementation of single-entry point access to services and community partnerships working towards the development of a highly visible multipurpose senior service and activity center, referred to as a Focal Point, centrally located in the East County area.
- C. COUNTY will hold intact the AAA policy of contracting for Older Americans Act services and developing and implementing a single entry system.
- D. COUNTY agrees to provide an annual report.

SECTION V. AGREED/CITY

- A. CITY will work cooperatively with other East Multnomah County entities to optimize resources to meet the needs of older residents.
- B. CITY shall designate a person or person to represent the CITY in ongoing cooperative planning and program coordination.

SECTION VI. COMPENSATION – METHOD OF PAYMENT

- A. CITY agrees to provide \$1,850 to COUNTY annually as a proportionate share of Senior Information, Assistance and Outreach activities to senior residents of the CITY Area.
- B. Upon receipt of an invoice, CITY shall make a single payment to COUNTY for annual funding in accordance with the following schedule:
 - January 31st \$1,850
- C. COUNTY will waive indirect costs for the Older Americans Act, Oregon Project Independence funds and CITY funds now and in the future. COUNTY will not deliver these funds from services to pay indirect costs. COUNTY will charge indirect costs on Title XIX Administrative dollars and any new Federal and State dollars as allowed.
- D. COUNTY shall support the AAA policy of allocating funds and services, for non-restricted funding sources, to the designated sub-planning and service area districts through an allocation formula based on the in-need elderly population within COUNTY boundaries.

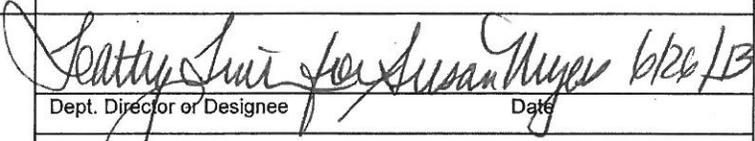
SECTION VII. MISCELLANEOUS PROVISIONS

- A. **Severability.** Should any Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Section or portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.
- B. **Termination.** All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.
- C. **Insurance.** Each party shall each be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
- D. **Adherence to Law.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
- E. **Non-Discrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

Multnomah County Contract #1213166

F. **This is the entire agreement.** This Agreement constitutes the entire agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

IN WITNESS, the parties have caused this instrument and attachments to be executed by their duly authorized officers.

CITY OF FAIRVIEW	MULTNOMAH COUNTY, OREGON
By:	WLA
Mayor	Date
	County Chair or Designee: _____ Date _____
	 Dept. Director or Designee _____ Date _____
	JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY
	By: Approved via email by Patrick Henry 6/25/2013
	Assistant County Attorney Date



FAIRVIEW CITY COUNCIL STAFF REPORT

Date: July 8, 2013
To: Mayor and City Council
Through: Samantha Nelson, City Administrator
Heather Martin, City Attorney
From:
Subject: Authorizing the City Administrator to sign Amendment No. 4 to City of Gresham East Metro Mediation Services IGA #5399
Resolution Number: 42-2013

Addresses Council Goal

N/A

Report in Brief

East Metro Mediation Services as provided through the City of Gresham is a program that is available free of charge to the citizens of Fairview to assist them with dispute resolution. The Fairview Police Department refers citizens to this program frequently and has found it to be beneficial to the community.

Background

The City of Fairview has participated in this program since 1992. East Metro Mediation is a program provided to Fairview, Troutdale, Gresham, and Wood Village citizens through the City of Gresham. East Metro Mediation offers mediation services in cases involving neighbors, businesses, development issues, landlord-tenant problems, home owner associations, manufactured home parks, group homes, parent-teen issues, elder issues, and community disputes.

The total funding for this program from the municipalities is \$52,026 of which Fairview pays \$2,800.

Fiscal Impact

\$2,800

Community Involvement

N/A

Alternative Courses of Action

Council could choose to not participate in this program for Fiscal Year 2013-14. Citizens of Fairview would no longer have free access to these dispute resolution services.

Recommendation/Suggested Motion

City staff respectfully recommends and supports approval of resolution 42-2013 Authorizing the City Administrator to sign Amendment No. 4 to Intergovernmental Agreement #5399 for East Metro Mediation Services.

Attachments

- Resolution 42-2013
- Amendment to Intergovernmental Agreement, Amendment No. 4, City of Gresham IGA #5399

RESOLUTION
(42-2013)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AMENDMENT NO. 4 TO INTERGOVERNMENTAL AGREEMENT WITH CITY OF GRESHAM FOR EAST METRO MEDIATION SERVICES FOR FISCAL YEAR 2013-14.

WHEREAS, the City desires to continue participating in the East Metro Mediation Program as provided through the City of Gresham; and

WHEREAS, a signed amendment to the Intergovernmental Agreement #5399 with the City of Gresham is necessary for the City of Fairview to continue participation for Fiscal Year 2013-14; and

WHEREAS, the funds to participate in the East Metro Mediation Program were approved in the adoption of the City of Fairview Budget for Fiscal Year 2013-14.

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

Section 1 The City Administrator is authorized to sign Amendment No. 4 to Intergovernmental Agreement with the City of Gresham for East Metro Mediation Services for Fiscal Year 2013-14.

Section 2 This Resolution is and shall be effective from and after its passage by the City Council.

Resolution adopted by the City Council of the City of Fairview, this 17th day of July, 2013.

Mayor, City of Fairview
Mike Weatherby

ATTEST

City Recorder, City of Fairview
Devree Leymaster

AMENDMENT to INTERGOVERNMENTAL AGREEMENT

Amendment Number 4

City of Gresham IGA #5399

This Amendment Number 4 to Intergovernmental Agreement is entered into by and between the Cities of Gresham, Fairview, Troutdale and Wood Village, municipal corporations of the State of Oregon, and amends that agreement dated June 2009 on file with the Gresham City Recorder as IGA No. 3074 which was extended by Amendments 1, 2 and 3. The project manager for this amendment is Anndy Wiselogle.

Whereas the Cities desire to amend the Agreement for the following reasons:

The Cities wish to continue the provisions of mediation services for the year 2013-2014.

Now, therefore, it is hereby agreed that the Agreement is amended as follows:

This agreement is renewed effective July 1, 2013 and expiring on June 30, 2014. This is the fifth year of a renewable agreement.

Section 8 is amended to read:

- 8) The cities agree to fund East Metro Mediation of the City of Gresham in the following amounts for the year 2013-14:

Fairview	\$ 2,800
Gresham	45,511
Troutdale	2,800
Wood Village	915

Section 10 is amended to read:

10) The term of this agreement shall be from July 1, 2013 through June 30, 2014. This agreement may be renewed in writing at the beginning of each fiscal year thereafter, or thereafter be amended in its budget amounts if approved by city budget process, upon the written agreement of the parties. For the purposes of renewal and amendment of this agreement each City Council hereby authorizes its city manager or city administrator to execute such renewals and amendments of this agreement without further action by the City Council.

This Agreement Amendment and the agreed adjustment in the schedule and funding amounts is a complete and equitable adjustment for all services related to this Amendment to the Intergovernmental Agreement.

In all other respects, the Agreement shall remain in full force and effect.

CITY OF GRESHAM

By: _____
Erik Kvarsten, City Manager

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF TROUTDALE

By: _____
Craig Ward, City Manager

Dated: _____

CITY OF FAIRVIEW

By: _____
Samantha Nelson, City Administrator

Dated: _____

CITY OF WOOD VILLAGE

By: _____
Bill Peterson, City Administrator

Dated: _____



FAIRVIEW CITY COUNCIL STAFF REPORT

Date: July 17, 2013
To: Mayor and City Council
Through: Samantha Nelson, City Administrator
Heather Martin, City Attorney
From: Linda Hulme, Senior Engineering Technician
Allan Berry, Public Works Director
Subject: Resolution Number: 43-2013
Award of Bid - Depot Street Sanitary Sewer Rehabilitation Project

Addresses Council Goal

N/A

Report in Brief

Resolution 43-2013 will authorize the City Administrator to sign a public improvement contract with Emery and Sons Construction, Inc. for the construction of the Depot Street Sanitary Sewer Rehabilitation Project in the estimated amount of \$270,045. Final payment will be based on actual quantities required to complete the work.

Background

The City has previously contracted with Wallis Engineering, PLLC to develop plans and specifications for the Depot Street sewer improvements as a continuation of the Old Town Inflow and Infiltration (I/I) Reduction Program. This program replaces the old, deteriorating concrete sewer pipes with new plastic pipe. The Depot Street project will replace the sanitary sewer main between 223rd Avenue and approximately 200 feet west of 6th Street.

An advertisement for bid was placed in the Daily Journal of Commerce on June 19th and 26th, 2013. Four contractors submitted sealed bids on Tuesday, July 9th, 2013. The low bid was submitted by Emery and Sons Construction, Inc. of Salem, Oregon with a bid of \$270,045, based on the unit costs of the anticipated quantities for the project. City staff and the consultant, Wallis Engineering, have contacted the references and reviewed the bid documents and have found Emery and Sons Construction, Inc. the lowest responsible bidder.

The responsive bidders and bid amounts are summarized below:

Bidder Name	Total Bid
Emery & Sons Construction, Inc.	\$ 270,045.00
Jesse Rodriguez Construction	\$ 316,341.00
Moore Excavation, Inc.	\$ 325,340.00
Landis & Landis Construction	\$ 452,050.00

Fiscal Impact

Emery and Sons Construction, Inc. of Salem, Oregon submitted a bid of \$270,045. This project will be funded from the Sanitary Sewer Improvement Fund in the FY 2013-14 budget.

Community Involvement

None

Alternative Courses of Action

The City Council may choose not to construct the project. If the project is not constructed the City will continue to pay additional expense to the Gresham wastewater treatment plant to treat inflow and infiltration (I&I).

Recommendation/Suggested Motion

City staff respectfully recommends approval of Resolution 43-2013.

Attachments

- Resolution 43-2013

RESOLUTION
(43-2013)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PUBLIC IMPROVEMENT CONTRACT FOR CONSTRUCTION OF THE DEPOT STREET SANITARY SEWER REHABILITATION PROJECT.

WHEREAS, in 2000 the City Council adopted through Resolution, the Capital Improvement Plan; and

WHEREAS, Section 4 of that Plan details the need for a systematic replacement of older sewer pipe; and

WHEREAS, Depot Street was identified as in need of repair due to both existing pipe condition and observed inflow and infiltration; and

WHEREAS, the City competitively bid the rehabilitation of the sanitary sewer consistent with the City of Fairview Public Contracting Rules; and

WHEREAS, Emery and Sons Construction, Inc. is the lowest responsible bidder with a bid of \$270,045.00, based on the unit costs of the anticipated quantities for the project.

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

Section 1. The Fairview City Council hereby authorizes the City Administrator to enter into a contract with Emery and Sons Construction, Inc. for construction of the Depot Street Sanitary Sewer Rehabilitation Project for the City of Fairview, substantially in the form attached hereto as Exhibit A.

Section 2. This resolution is and shall be effective from and after its passage by the City Council.

Resolution adopted by the City Council of the City of Fairview, this 17th day of July, 2013.

Mayor, City of Fairview
Mike Weatherby

ATTEST:

Recorder, City of Fairview
Devree Leymaster

CONTRACT FORM

This Contract is dated as of the _____ day of _____ in the year 2012 by and between: CITY OF FAIRVIEW (hereafter called "Owner") and

Emery and Sons Construction
(hereafter called "Contractor")

Unless otherwise provided herein, all capitalized terms are defined as provided in the General Conditions of the Contract Documents.

Owner and Contractor, in consideration of the mutual covenants herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor hereby agrees to furnish all labor, materials, equipment and supplies for the completion of the project entitled:

CITY OF FAIRVIEW
Depot Street Sanitary Sewer Rehabilitation Project

The Work to be done under this Contract consists of the following improvements on Depot Street between Fairview Avenue and Seventh Street in the City of Fairview, Oregon:

1. Pipe burst 8-inch diameter concrete sanitary sewer main with HDPE pipe.
2. Replace sanitary sewer laterals.
3. Install new sewer laterals to be used for future connections.
4. Restore various surfacings.
5. Perform additional and incidental Work as called for by the Specifications and Plans.

ARTICLE 2 - Engineer

2.01 The Project has been designed by the Wallis Engineering ("Engineer") who will assume all duties and responsibilities and is authorized to exercise the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 The Work shall begin **AFTER July 17, 2013** and shall be substantially complete (as defined in Section A.1 of the General Conditions) within 75 days following issuance of the **Notice to Proceed** which will be issued by the City after receiving the signed contract form, the contract bonds and evidence of insurance.

3.02 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Contract and that Owner will suffer financial loss if the Work is not substantially complete within the time specified in Article 3.01. Owner and Contractor also recognize that it would be difficult or nearly impossible to estimate or calculate the amount of loss suffered by Owner in the event Contractor fails to achieve substantial completion or final completion within the time limits specified in the Contract Documents. Consequently, Owner and Contractor agree that liquidated damages are fair and reasonable in light of the harm caused by Contractor's failure to achieve substantial completion or final completion within the time limits specified in the Contract Documents.

3.03 In the event the Contractor fails to achieve substantial completion or final completion within the time limits specified in the Contract Documents, liquidated damages shall be paid to Owner.

Liquidated damages shall be paid in the amount of \$250 per day, based on loss of use if the project is not complete within the time specified in Article 3.01, with such extensions of time as are provided for in the General Conditions (as identified in Article 10 of this Contract).

3.04 Contract time shall be measured by the date of commencement of this Contract.

ARTICLE 4 - CONTRACT PRICE

4.01 Owner shall pay Contractor for performance of the Work for the amounts determined for the total number completed units of work listed in the bid schedule on the Bid Proposal Form at the unit price stated therein. The number of units contained in the bid schedule is approximate only, and the final payment will be made for the actual number of units that are incorporated in, or made necessary by the Work covered by the Contract.

ARTICLE 5 - PROGRESS PAYMENT PROCEDURES

5.01 On no later than the 4th day of every month, the Contractor shall prepare and submit to the Engineer a progress payment estimate filled out and signed by the Contractor covering the total quantities under each unit of work that have been completed from the start of the job up to and including the last day of the preceding month, and the value of the Work completed with such supporting evidence as required by the Owner and/or Engineer. This estimate shall also include an allowance for the cost of such materials and equipment required in the permanent Work as has been delivered to the site and suitably protected but not as yet incorporated in the Work.

5.02 The Engineer will, within five (5) days, after receipt of each progress payment estimate, either indicate in writing the approval of payment and present the progress payment estimate to the Owner or return the progress payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the progress payment estimate.

5.03 On or about the 25th day of each month, the Owner will, after deducting previous payments made, pay to the Contractor 95% of the amount of the estimate received for the month as approved by the Engineer. The 5% retained percentage will be held by the Owner until the Final Completion of all Work under the Contract.

5.04 Progress payments shall be made under the terms and conditions governing final payment, but does not constitute a waiver of claims.

ARTICLE 6 - FINAL PAYMENT

6.01 The Contractor shall notify the Owner in writing when the work is considered complete and ready for final inspection and acceptance. Within fifteen (15) work days after receiving the notice, Owner shall either accept the Work or notify the Contractor of Work yet to be performed. If the Work is accepted, the Owner shall notify the Contractor and make a final estimate and recommend acceptance of the Work as of a certain date. Upon approval and acceptance by the Owner, the Contractor will be paid a total payment equal to the amount due under the Contract including all retainage as described in Section E.5 of the General Conditions.

6.02 Prior to final payment the Contractor shall deliver to the Owner a receipt for all amounts paid or payable to the Contractor and a release and waiver of all claims against the Owner arising from or connected with the Work and shall submit evidence satisfactory to the Owner that all amounts due for labor, materials and all other obligations connected with the Work, including payments to subcontractors, have been fully and finally settled, or are fully covered by insurance.

6.03 The acceptance by the Contractor of the final payment shall release the Owner and the Engineer from all claims and liability to the Contractor for all things done or furnished in connection with the

Work, and for every act of the Owner, its employees, agents and assigns relating to or arising out of the Work.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Contract, Contractor makes the following representations:

8.01 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions, and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.02 Contractor is aware of the general nature of the Work to be performed by Contractor.

8.03 Contractor has studied all reports, investigations and tests of subsurface and latent physical conditions at the site or otherwise that may affect the cost, progress or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications.

8.04 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 8.03 as it deems necessary for the satisfactory and complete performance of the Work at the Contract Price, within the Contract Time as described in Article 3 of this document, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.

8.05 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.06 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.07 The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and finishing of the Work.

ARTICLE 9 - MEDIATION

Should any dispute arise between the parties to this Contract, it is agreed that such dispute will be submitted to a mediator prior to any litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and, only in the event that such mediation efforts fail, through litigation.

The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section.

Contractor: _____, Project Superintendent

Owner: _____, City Administrator

Or such other address as either party may provide to the other by notice in accordance with this provision.

11.05 Governing Law, Jurisdiction and Venue. This Contract shall be governed by and interpreted in accordance with the laws of the State of Oregon. Notwithstanding any contrary provision in the Contract Documents, any action arising out of this Contract will be tried in the Circuit Court of the State of Oregon in Multnomah County. Any trial will be to the court without a jury. If a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this paragraph be construed as a waiver by the Owner of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. Contractor by execution of the Contract hereby consents to the personal jurisdiction of the courts referenced in this paragraph.

11.06 Survival. Any obligation arising under the Contract which is not, or cannot be performed or paid prior to the expiration or termination of the Contract, including, but not limited to, all provisions concerning the quality of the Work, warranties and obligations for payment, indemnification, and reimbursement, shall survive termination or expiration of the Contract.

11.07 Integration; Amendment. This Contract and the Contract Documents include the entire agreement between Owner and Contractor as of its date of execution and shall not be modified or amended, except for in writing and signed by both parties, notwithstanding Section D of the General Conditions.

11.08 Waiver. Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

11.09 Default and Willful Violation. If the Contractor willfully violates any of the provisions of the Fairview Municipal Code, or any of the provisions of State law governing public contracts, or if Contractor knowingly files false affidavits of compliance required under the Contract, Contractor shall waive for a period of one year any right to bid upon any public improvement project let by Owner. If Contractor or any of Contractor's subcontractors violates any such provisions or files any such false affidavits of compliance, or in the event Contractor otherwise fails to perform any of its obligations under this Contract, time and quality of performance being of the essence, City may, at its option, terminate this Contract upon written notice to Contractor. In the event of a termination of this Contract or a subcontract under these provisions, Contractor or the subcontractor, if applicable, shall forfeit all rights under this Contract or the subcontract, as the case may be. Owner's claim for damages under Article 3 of this Contract and any other relief available to Owner resulting from the Contractor's breach shall survive a termination of the Contract.

Depot Street Sanitary Sewer Rehabilitation Project

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Contract.

This Contract will be effective on _____, 20__.

Owner: _____
City of Fairview

1300 NE Village Street

Fairview, Oregon 97024

Contractor: _____

By: _____

By: _____

Address for giving Notices:

[THIS PAGE LEFT BLANK INTENTIONALLY]

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Fairview, State of Oregon, on _____, 20__, has awarded to: _____ hereinafter designated as the "Principal", a Contract for construction of the: Depot Street Sanitary Sewer Rehabilitation Project the terms and provisions of which Contract are incorporated herein by reference, and;

WHEREAS, said Principal is required to furnish a bond in connection with this said Contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or any other work or labor done thereon of any kind, the Surety of this body will pay the same to extend hereinafter set forth;

NOW, THEREFORE, we the Principal and _____, as Surety, are held and firmly bound unto the City of Fairview, State of Oregon, in the penal sum of: _____ Dollars (\$ _____), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the above bounden Principal or any of his subcontractor shall promptly make payment to all persons supplying labor and material or amounts due in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise, this obligation shall remain in full force and virtue; and if the bounden Principal or any of his subcontractors fails to promptly pay any of the persons or amounts due with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also in case suit brought upon this bond, a reasonable attorney's fee, be fixed by the court; and this bond shall insure to the benefit of any persons so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The bond shall insure to the benefit of any all persons, companies and corporations entitled to file claims, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed there under, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

Depot Street Sanitary Sewer Rehabilitation Project

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this day _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Attorney-in-Fact, Surety

Name, Address and Phone Number
Local Office of Agent

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Fairview, State of Oregon, on _____, 20___, has awarded to: _____ hereinafter designated as the "Principal", a Contract for construction of the: Depot Street Sanitary Sewer Rehabilitation Project the terms and provisions of which Contract are incorporated herein by reference, and;

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Fairview, State of Oregon, in the penal sum of: _____ Dollars (\$ _____) lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Fairview, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation to the amount of _____ Dollars(\$ _____), shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said City of Fairview from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of _____ Dollars, (\$ _____), shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event the City of Fairview or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, we agree to pay

to said City of Fairview, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this day _____ day of _____, 20____, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Attorney-in-Fact, Surety

Name, Address and Phone Number
Local Office of Agent



FAIRVIEW CITY COUNCIL STAFF REPORT

Date: July 8, 2013
To: Mayor and City Council
Through: Samantha Nelson, City Administrator
Heather Martin, City Attorney
From:
Subject: Appointment to Arts and Community Events Advisory Committee (ACEAC)
Resolution Number: 40-2013

Addresses Council Goal

N/A

Report in Brief

The Arts and Community Events Advisory Committee, appointed by the City Council, has three open positions and has had these positions open for several months. One is a general open position and two are subject to the members having professional arts backgrounds. An application for appointment to the general open position on this committee has been received from Cathi Forsythe.

Background

The City has seven council appointed committees: Planning Commission, Budget Committee, Economic Development Advisory Committee, Parks and Recreation Advisory Committee, Public Safety Advisory Committee, and Arts and Community Events Advisory Committee. At this time, ACEAC has three open positions and has received one application which is submitted here for council consideration for appointment. Council has the responsibility of reviewing applications for these positions and appointing members. Current ACEAC members are listed below:

Position 1- Term 12/31/2013:

Position 2- Term 12/31/2013:

Position 3- Term 12/31/2014:

Position 4- Term 12/31/2014:

Position 5- Term 12/31/2015:

Position 6- Term 12/31/2015:

Position 7- Term 12/31/2015:

Council Liaison (Non-Voting member):

Staff Liaison:

Fiscal Impact

Open (Professional Arts Background)

Jeffrey Arnold

Renaye Delano

Open

Rob Pierson

Open (Professional Arts Background)

Sherry Fox Hames, Committee Chair

Councilor Tamie Arnold

Devree Leymaster

None

Community Involvement

Submitted application.

Alternative Courses of Action

Council could defer appointing any additional members to a later date with the expectation of additional applications being received.

Recommendation/Suggested Motion

City staff respectfully recommends and supports approval of Resolution 40-2013 Appointing Cathi Forsythe to position 4 of the Arts and Community Events Advisory Committee.

Attachments

- Application
- Resolution 40-2013

RECEIVED

JUN 21 2013

Recorder's Office
Fairview, OR



Application for Boards/Commission

Contact Information

Name:	Cathi Forsythe
Street Address:	[REDACTED]
Mailing Address:	[REDACTED]
City/State/Zip Code:	Fairview, OR 97024
Home Phone:	[REDACTED]
Work Phone:	[REDACTED]
E-Mail Address:	ucantu2013@gmail.com

Background

Years of Residence in Fairview:	15
Place of Employment:	Self-Employed
Occupation:	Ind. Sales Director - Mary Kay
Educational Background:	Sandy High School - Graduate 1987 Ashford University BA Business - 2014
Prior Civic Activities:	Gresham Chamber of Commerce Fundraising Coordinator RHS Soccer Challenge Day Volunteer - RHS Fundraising Coordinator RHS Choir

Boards/Commissions of Interest

Please check all of the following Boards/Commissions that interest you:

- City Council
- Budget Committee
- Planning Commission
- Economic Development Advisory Committee (EDAC)
- Parks and Recreation Advisory Committee (PRAC)
- Public Safety Advisory Committee (PSAC)
- Other short-term task groups or focus groups that would meet for a specific purpose and then disband when the business is completed

ACEAC

Special Skills or Qualifications

Summarize any special training, skills or experience you may have pertinent to the Board/Commission to which you are applying.

I have done a lot of event planning both in the corporate sector when I worked for Providence as well as in my own career to include: retreats, award events, ~~activity days, etc.~~

Motivation

Discuss your motivation for serving on this Board/Commission.

As a Fairview resident, I believe it is my duty to contribute to making our community connected by offering opportunities for residents to interact. I want to make a difference.

Special Notice

Please be advised that members of the City Council and Planning Commission are required to file an annual **Statement of Economic Interest** with the State of Oregon. A sample reporting form is available from the Administration Office at Fairview City Hall indicating the type of information you will be required to disclose if you are appointed. Applicants may be subject to a background check pursuant to Chapter 2.45 of the Fairview Municipal Code

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	Cathi Forpythe
Signature	Cathi Forpythe
Date	6-21-2013

Our Policy

It is the policy of the City of Fairview to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability. The City of Fairview accepts applications from potential board/commission members throughout the year and will hold applications until vacancies exist on specific boards/commissions.

Thank you for completing this application form and for your interest in volunteering with us.

RESOLUTION
(40-2013)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL APPOINTING A MEMBER
TO THE ARTS AND COMMUNITY EVENTS ADVISORY COUNCIL (ACEAC).**

WHEREAS, Fairview City Council created ACEAC to advise the City Council regarding matters of arts and community events; and

WHEREAS, ACEAC was also created to advise City Council and to participate in encouraging greater opportunities for and recognition of arts and community events in Fairview; and

WHEREAS, ACEAC was also created to advise City Council and to participate in stimulating private and public initiatives and financial support for programs and activities in the arts and community events; and

WHEREAS, ACEAC positions are voluntary and appointments are made by the City Council through adoption of resolution; and

WHEREAS, ACEAC has three positions currently open,

WHEREAS, an application has been submitted by Fairview Citizen Cathi Forsythe for appointment to position four (4) with a term date of 12/31/2014.

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

Section 1 The Council hereby appoints Cathi Forsythe to serve on the Arts and Community Events Advisory Committee in Position four (4) with a term date of December 31, 2014.

Section 2 This Resolution is and shall be effective from and after its passage by the City Council.

Resolution adopted by the City Council of the City of Fairview, this 17th day of July, 2013.

Mayor, City of Fairview
Mike Weatherby

ATTEST

City Recorder, City of Fairview
Devree Leymaster



FAIRVIEW CITY COUNCIL STAFF REPORT

Date: June 26, 2013
To: Mayor and City Council
Through: Samantha Nelson, City Administrator
Heather Martin, City Attorney
From: Allan Berry, Public Works Director
Subject: Final Plat Filing Extension
Ordinance/Resolution Number: 06-2013

Address Council Goal

Work to ensure that Fairview is a development friendly community.

Report in Brief

The Fairview Municipal Code (FMC) Section 19.430 requires that a final plat be filed with Multnomah County within one year from the date of preliminary plat approval.

In 2010, 2011, and 2012 because of the state of the economy, the City Council approved two code amendments allowing applicants to request additional extensions to the final plat filing deadline.

The following three final plats have not been filed and are set to expire during 2013.

1. Vision Development - 10 lot planned unit development on Depot Street.
2. Spencer Rogers - 7 lot development on Oregon Street (just off 201st).
3. Blue Lake Manufactured Home Park - creation of 93 lots in existing manufactured home park.

The applicants listed above have indicated they are still not ready to file the final plat for their project. The amended code language below will allow for an additional six month extension for the above mentioned plat applications.¹ Vision Development anticipates that they will be filing for their final plat this summer and have requested that Ordinance 6-2013 be passed as an emergency Ordinance in order that City staff can expedite approval of the final plat.

On June 25, 2013, Planning Commission forwarded a recommendation to City Council for approval of Ordinance 06-2013.

Staff respectfully recommends the City Council approve Ordinance 06-2013.

¹ The additional 6 month extension will only apply to preliminary plats that received an approval in the years 2007 and 2008 and have not already expired. The additional extension will not apply to any other plat applications.

Applicable Criteria

Amendments to the Fairview Municipal Code and Comprehensive Plan are subject to the following applicable criteria:

- Fairview Municipal Code 19.413.040 – Type IV Process
- Comprehensive Plan Chapter 2 Policy 7B

Key Issues

1. The proposed amendments allow for an additional six month extension to submit a final plat application for preliminary plat applications approved in 2007 and 2008.
2. Impacts of the Amendments
 - The amended final plat extension standards will apply only to preliminary plat applications approved in 2007 and 2008.
3. Public Involvement
All public notices were provided in accordance with applicable sections of the Oregon State Statutes and Fairview Municipal Code. See Attachment 2 for comments received from the public.
4. Emergency Ordinance
Staff is requesting that Ordinance 6-2013 be deemed an emergency for economic development purposes to allow for an expedited review and approval of a final plat for a new residential development. This emergency ordinance would be effective immediately from its passage as allowed by Chapter VII Section 33 of the Fairview City Charter.

Summary

The proposed amendments are consistent with statewide planning goals as outreach has been completed, all required notices were completed.

Staff respectfully recommends the City Council approve Ordinance 06-2013 as an emergency ordinance.

Findings in Support of Approval

1. The recommendation of the Planning Commission for the proposed amendments to the Fairview Municipal Code is based on the following factors:
 - A. The Statewide Planning Goals and Guidelines adopted under Oregon Revised Statutes Chapter 197.

The proposed regulations are consistent with statewide planning goals 1- Citizen Involvement, 2 – Land Use Planning

B. Comments from any applicable federal or state agencies regarding applicable statutes or regulations.
Not applicable.

C. Any applicable intergovernmental agreements.
Not applicable.

D. Any applicable comprehensive plan policies and provisions.

Chapter 2 Policy 7B of the Comprehensive Plan requires that any major revisions require re-evaluation of the public's need.

The amendment was initiated due to a request from an applicant for plat application in 2007 stating they were still not ready to file the final plat for their project. The amended code language below will allow for an additional six month extension for plat applications approved in 2007 and 2008.

Fiscal Impact

There is no fiscal impact associated with this Ordinance.

Community Involvement

All public notices were provided in accordance with applicable sections of the Oregon State Statutes (ORS 227.186) and the Fairview Municipal Code (FMC 19.413.040.C). Public testimony was received in favor of Ordinance 6-2013 at the public hearing at the June 25, 2013 Planning Commission meeting.

Alternative Courses of Action

Changes to the Fairview Municipal Code are reviewed as Type IV applications which use a legislative procedure². A minimum of two hearings is required, one before the Planning Commission and one before the City Council. All required notices for the proposed ordinances have been sent within the required time frame.

The City Council has the following decision-making options on the proposed amendments:

- Approve Ordinance 06-2013.
- Approve Ordinance 06-2013 with modifications.
- Deny Ordinance 06-2013.
- Refer the matter back to Planning Commission.
- Take no action.
- Continue the public hearing.

Recommendation

Staff respectfully requests that City Council approve Ordinance 06-2013 as an emergency ordinance.

Attachments

- Ordinance 06-2013

Attachment 1

ORDINANCE
(6-2013)

**AN EMERGENCY ORDINANCE OF THE FAIRVIEW CITY COUNCIL AMENDING
THE FAIRVIEW MUNICIPAL CODE SECTION 19.430.130 TO EXTEND TIME FOR
CERTAIN FINAL PLAT APPROVALS**

WHEREAS, a public hearing was held by the Planning Commission on June 25, 2013 and by the City Council on July 17, 2013, and

WHEREAS, public notice was provided in accordance with Fairview Municipal Code 19.413.040 and ORS 227.186, and

WHEREAS, amendments were made to 19.430.130(E) in 2010, 2011, and 2012 authorizing additional 1 year extensions for the filing of the final plat, and

WHEREAS, amendments are approved to allow a final six month extension for the filing of a final plat for preliminary plats approved in 2007 and 2008 that have not yet expired, and

WHEREAS, this ordinance has been declared an emergency for economic development purposes to allow for an expedited review and approval of a final plat for a new residential development, and

NOW, THEREFORE THE CITY OF FAIRVIEW ORDAINS AS FOLLOWS; the Fairview Municipal Code is amended as follows:

Insert underlined words. Delete words in ~~strikethrough~~

Section 1

FMC 19.430.130

C. Preliminary Plat Approval Period. Preliminary plat approval shall be effective for a period of one year from the date of approval. The preliminary plat shall lapse if a final plat has not been ~~submitted~~ filed with the County within the that one-year period unless extended consistent with subsection E below.

D. Modifications. The applicant may request changes to the approved preliminary plat or conditions of approval following the procedures and criteria provided in Chapter 19.415 FMC, Amendments to Decisions.

E. Extensions. The public works director or ~~his or her~~ designee shall, upon written request by ~~the~~ an applicant and payment of the required fee, grant up to two one-year extensions of the approval period not to exceed one year each. For a preliminary plat approved in 2007 or 2008, the city

administrator or the ~~administrator's~~ designee may, if requested during the 2013 calendar year,
approve a ~~fourth one-year~~ fifth extension for periods up to six months expiring no later than
December 31, 2014. extension.

This emergency ordinance is effective immediately from its passage as allowed by Chapter VII
Section 33 of the Fairview City Charter.

Motion adopted by the City Council of the City of Fairview this 17th day of July, 2013.

Mayor, City of Fairview
Mike Weatherby

ATTEST

City Recorder, City of Fairview
Devree Leymaster



FAIRVIEW POLICE DEPARTMENT MONTHLY ACTIVITY REPORT

MAY 2013



GENERAL STATISTICS	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% CHG	TOP 5 TRAFFIC CHARGES	
Dispatched Incidents	400	1606	1392	15.37%	Driving While Suspended 26	
Officer Initiated Incidents	393	1653	955	73.09%	Expired License Plates 22	
Total Number of Incidents	793	3259	2347	38.86%	Driving Uninsured 22	
Number of Apartment Incidents	95	380	358	6.15%	Speeding in School Zone 14	
Police Reports Filed	91	373	396	-5.81%	Speeding 10	
Reports Cleared by Arrest	35	119	107	11.21%	ALARM ADMINISTRATION REPORT	
Reports Closed by Suspend	53	236	272	-13.24%	Renewals Billed 0	
Reports Closed by Pending	1	9	13	-30.77%	Renewal Fees Collected \$325.00	
Reports Closed by Referred	2	2	3	-33.33%	Senior Exempt Permits 0	
Reports Closed by Exceptional	0	3	1	200.00%	New Permits Issued 3	
Reports Closed by Unfounded	0	4	0	400.00%	1st False Alarm 3	
Traffic Contacts	209	916	568	61.27%	2nd False Alarm 1	
Citations Issued (Charges)	133	655	289	126.64%	3rd False Alarm 0	
DUII	2	7	6	16.67%	False Alarm fees billed \$75.00	
Accident Reports	9	34	41	-17.07%	Late Charges billed \$0.00	
Gang Contacts	2	8	10	-20.00%	Day of most false alarms Friday	
Community Policing Contacts	150	928	963	-3.63%	Time most false alarms 7:00pm	
Foot Patrol Contacts	193	908	377	140.85%	RED LIGHT CAMERA CITATIONS	
Murders	0	0	0	0.00%	Approved Violations 117	
Chinook Landing Patrol Minutes	1960	8909	6881	29.47%	YTD Violations 619	
Chinook Landing Dispatched	10	22	22	0.00%		
Blue Lake Patrol Minutes	803	3250	3094	5.04%		
Blue Lake Dispatched Incidents	7	14	11	27.27%		
Tow Releases	1	9	8	12.50%		
Vehicles Impounded	1	10	8	25.00%		
Bike Helmet Contacts	2	7	15	-53.33%		
Time Off (Days)	17	123	103	19.42%		
Rhino Deployments	7	23	19	21.05%		

"Integrity, Professionalism, Partnership, Innovation, Communication, Empowerment"



**FAIRVIEW POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT**

MAY 2013



SELECTED CALLS FOR SERVICE	THIS MONTH		YTD THIS YEAR		YTD LAST YEAR		%	SPECIFIC OVERTIME CATEGORIES	HOURS
	3	7	7	7	9	33			
Abuse/Neglect	3	7	7	7	9	33	0.00%	Cover Short Shift	24.0
Accident/Injury or Fatal	1	13	13	13	9	33	44.44%	Court	14.5
Accident/Property Damage	12	34	34	34	25	21	3.03%	Traffic Enforcement	12.0
Assault	11	24	24	24	21	8	-4.00%	Gang Unit	8.0
Burglary	5	26	26	26	10	31	23.81%	Presentations/Meetings	2.0
Domestic/Family Dist.	0	9	9	9	8	8	12.50%	Patrol-End of Shift	4.75
Drugs/Narcotics	3	16	16	16	8	8	100.00%	Major Crime Team	3.0
Disturbance-Fights-Noise	44	146	146	146	10	148	-1.35%	Traffic Grant	8.0
Forgery/Fraud	3	19	19	19	10	31	90.00%	SRO	0.0
Hit and Run	5	24	24	24	0	0	-22.58%		
Neighborhood Problem	0	0	0	0	0	0	0.00%		
Runaway/Missing	12	40	40	40	33	33	21.21%		
Sex Offense	0	5	5	5	5	5	0.00%		
Suicide	2	10	10	10	7	7	42.86%		
Suspicious Person or Circumstance	44	195	195	195	240	240	-18.75%		
Thefts	46	124	124	124	175	175	-29.14%		
Trespass/Prowler	0	0	0	0	2	2	-100.00%		
Vandalism	3	30	30	30	55	55	-45.45%		
Vehicles Recovered	1	5	5	5	10	10	-50.00%		
Vehicles Stolen	5	22	22	22	28	28	-21.43%		
Death(Not Suicide/Murder)	0	2	2	2	1	1	100.00%		

**Coded at time of dispatch, not final disposition

"Integrity, Professionalism, Partnership, Innovation, Communication, Empowerment"



Fairview Police Code Enforcement Report

FILE #	START DATE	INSPECTED BY	ADDRESS/ LOCATION	VIOLATION DESCRIPTION	STAFF COMMENTS	STATUS
12-32-CE	10/22/12	22649	755 Cedar St	Discarded vehicle parts, solid waste & discarded furniture.		Court on 1/30/13. Received order on 3/5/13. Abatement clean-up completed on 4/17/13.
12-38-CE	11/29/12	22649	21792 NE Larkspur Ln	Piled up garbage & construction materials		Court on 1/30/13. Received order on 3/5/13. Multiple abatement clean-up dates in progress.
13-02-CE	02/01/2013	37435	2905 NE 206th Pl.	RV parked on non-parking area. "school bus stop" shed on property		Appeal hearing held on 4/16/13. Awaiting Judge Echols decision before proceeding.
13-03-CE	01/23/2013	37435	440-450 Depot St.	Garbage/debris piled up on north side of street, just west of Leathers Fuels.		Inspected by Sgt. Pemberton on 2/12/13. No violations observed.
13-07-CE	03/26/2013	37435	2202 NE 203rd	20-26 chickens on listed property at an one time. Rooster is kept in basement & brought out in yard periodically. Rats/vermon are attracted to yard due to chickens.	No roosters allowed in Fairview. Other animals are regulated by Multnomah County Animal Code, which states no more than 3 chickens w/o a permit.	Property inspected by Sgt. Pemberton on 5/6/13. 3-4 roosters living at location along with numerous smaller chickens. Homeowner stated the roosters would be moved to a different location. Will send letter & schedule re-inspection per nuisance code timeline.



Fairview Police Code Enforcement Report

FILE #	START DATE	Inspected By	ADDRESS/ LOCATION	VIOLATION DESCRIPTION	STAFF COMMENTS	STATUS
13-04-CE	04/01/2013	46651	355 Cedar St.	Rooster living @ property		Received notification from owner on 4/17/13. Rooster is gone, violation abated.
13-05-CE	03/29/2013	44463	1305 NE Village St. & 21861 NE Park Ln	Overgrown vegetation & blackberries		Inspected by Shannon Hoard (44463) on 4/1/13. No growing blackberries on either property. Other weeds/grass does not exceed 14". No violation.
13-06-CE	04/02/2013	46651	Across street from 21846 NE Alton St.	Truck blocking sidewalk due to trailer & motorhome parked in driveway	Unknown address... possibly identify address w/inspection.	Inspected by Ofcr. Delatorre. Ofcr was unable to verify address, or find a truck/trailer near complainant address on 4/3/13. No violation
13-08-CE	05/03/2013	37435	1601 NE 223rd Ave.	Penant signs for business are blocking drivers vision from Barr Rd onto 223.		Inspected by Sgt. Pemberton on 5/6/13. 3 penant signs present, none are obstructing view from 223 & Barr Rd. Officer found no violations present. Case closed.



Fairview Police Code Enforcement Report



FILE #	START DATE	Inspected By	ADDRESS/ LOCATION	VIOLATION DESCRIPTION	STAFF COMMENTS	STATUS
13-09-CE	05/16/2013	37435	120 Bridge St.	Rooster living @ property	No roosters allowed in Fairview. Other farm/livestock animals are not regulated in Fairview, as Multnomah County permits for over 3 livestock animals pertain only to Portland residents.	Homeowner came to PD on 7/1/13 & informed Shannon that the rooster was moved from the property.
13-10-CE	05/20/2013	37435	705 Main St.	Rooster living @ property	No roosters allowed in Fairview. Other farm/livestock animals are not regulated in Fairview, as Multnomah County permits for over 3 livestock animals pertain only to Portland residents.	Homeowner came to PD on 6/3/13 to inform us that he'd gotten rid of his rooster.



Fairview Police Code Enforcement Report



FILE #	START DATE	Inspected By	ADDRESS/ LOCATION	VIOLATION DESCRIPTION	STAFF COMMENTS	STATUS
13-11-CE	05/21/2013	37435	223 & Sandy Bv	People living in motorhome for longer than 14 days & potentially operating an unlicensed business from within motorhome.		Inspection done by Sgt. Pemberton. Motorhome was no longer parked in gravel lot. No violation. Case closed.
13-12-CE	04/02/2013	49966	20375 NE Lakeside Dr.	Resident's burning garbage on lakeside.		Inspected by Ofcr. Flener on 5/22/13. Spoke w/son, Michael, who said he didn't know they couldn't burn their garbage. Stated they would cease burning. Will send abatement letter to resident.



Fairview Police Department SUPERVISORS REPORT TO CHIEF AND COUNCIL MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Prepared by: Sergeant Meyer

May, 2013

East Metro Gang Enforcement Team (EMGET) Report

The East Metro Gang Enforcement Team, known as EMGET, is an inter-agency team consisting of officers from the Fairview, Troutdale and Gresham Police Departments and a deputy from the Multnomah County Sheriff's Office.

EMGET's mission is to combat gang activity in east Multnomah County. The team investigates gang related crimes, documents gang members, provides a higher level of police presence in gang affected areas, works with at-risk youth to keep them out of gangs, educates parents and the community about gangs, and works with regional units on gang related missions.

Fairview Officer Robertson is assigned to EMGET. During the month of May, Officer Robertson, either patrolling by himself or with his partner, spent approximately 8 hours actively patrolling in Fairview.

	May, 2013	Year to date
Community Contacts	477	2064
Contacts with Suspected Gang Members/Gang Associates	94	392
New Gang Members Documented	10	19
Felony Arrests	18	50
Misdemeanor Arrests	16	57
Weapons Seized	3	39
Community Presentations	5	13
Time Spent in Fairview	8 hrs.	147 hrs.



**Fairview Police Department
SUPERVISORS REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT**



Prepared by Sergeant Pemberton

May 2013

SCHOOL RESOURCE OFFICER (SRO) MONTHLY REPORT

The School Resource Program (SRO) is a valuable partnership between the Reynolds School District and the Fairview Police Department. The SRO investigates incidents which occur on the properties of all schools within Fairview city limits (Reynolds Middle School, Reynolds Learning Academy, Woodland Elementary School, Fairview Elementary School, Salish Elementary School), as well as the Administrative offices for the district.

The SRO concentrates on the schools and is an "on-site" officer at one of the largest middle schools in the state. This allows a regular patrol officer to focus on the rest of the city. Officer Weeks is currently in this assignment and has been for the past ten years. He deals with a wide range of issues, such as attendance, assaults, child abuse, thefts and gangs. He also conducts interventions, gives presentations to faculty and students, and meets with parents about issues.

	May	Year to Date
Student Interventions	63	225
Assist Faculty with Problem	67	313
Meeting with Parents/Guardians	28	89
Classroom Presentations	0	1
Welfare Check/Home Check	26	75
Gang Affiliation Contacts	5	7





Fairview Police Department SUPERVISORS REPORT TO CHIEF AND COUNCIL MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Prepared by Sergeant Pemberton

May 2013

Major Crimes Team (MCT) Report

The Major Crime Team (MCT) is an inter-agency investigative unit whose members have enhanced training in the area of major crimes. The MCT can ensure that a comprehensive and complete investigation will be conducted in a professional manner. It also facilitates the proper scene documentation, investigatory conclusions and ensures any evidence gathered from the investigation meets the rigorous standards necessary for the admissibility of evidence into a court of law.

The MCT is activated when a crime involves serious, near fatal or fatal injuries where felony level criminal charges against one or more parties may result. The MCT is also activated when a member of the Portland Police Bureau is involved in a shooting. The MCT can also be activated for crimes involving circumstances beyond the expertise of regular patrol officers. The MCT responds to crimes in the cities of Fairview, Troutdale, Gresham, unincorporated areas of Multnomah County and Portland (officer involved shootings only)

The Fairview Police Department has a supervisor who responds mainly to incidents occurring in Fairview. Additionally, two Fairview Officers are assigned to the MCT, who are on-call alternating weeks during the month and are subject to being paged out for an MCT activation at any time day or night. Sergeant Pemberton is the supervisor, while Officer Robertson and Officer Epperson are currently assigned to the MCT as detectives, along with their regular duties.

There were no MCT callouts in Fairview during the month of May. Additionally, no Fairview personnel were used to assist other agencies in any MCT callouts during May.



**Fairview Police Department
SUPERVISORS REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT**



Prepared by Sergeant Pemberton

May 2013

Detectives Monthly Report

CASES ASSIGNED		TOTAL	YTD
Fairview police cases assigned for investigation follow-up		2	8
Outside police agency cases received and referred to investigator		0	3
DHS cross reporting cases referred to investigator		4	19
Domestic Violence cases referred for investigator follow-up		0	3
Domestic Violence cases Review Only-No Action Required		4	11
Outside Agency Reports Reviewed		1	13
MISCELLANEOUS ASSIGNMENTS		TOTAL	YTD
Investigative Assists-Fairview		8	21
Investigative Assists-Outside Agency		1	4
Sex Offenders Assessed/Interviewed		26	152
Sex Offenders Arrested		2	3
ASSIGNED CASES FINAL DISPOSITION		TOTAL	YTD
Closed - Cleared by Arrest or Citation		0	3
Closed - Referred to District Attorney's Office for Review		0	1
Closed- Suspend, No Further Follow-up Possible at this Time. Reopen if More Develops		1	6



Fairview Police Department

SUPERVISORS REPORT TO CHIEF AND COUNCIL

MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Closed - Unfounded	0	0
Closed - Cleared by Exception- Civil Compromise, Victim Will Not Prosecute	0	1
Closed - No Crime	0	0
Referred to Another Agency for Further Action, Nothing Else Can be Done by Fairview PD	0	2
Missing Person Reports	0	0
Reports Reviewed-No Action Required	7	57
Spanish Translation Requests	6	32
COMMENTS		
Federal (US Postal Inspectors) search warrant executed at 440 Harrison Street regarding mail theft and identity theft. Two in custody.		



Fairview Police Department SUPERVISORS REPORT TO CHIEF AND COUNCIL



MONTHLY UNIT OR SPECIAL ACTIVITY REPORT

Training Division Monthly Report

May 2013

Prepared by: Sergeant Meyer

The training unit strives to keep all Police Department members updated on legal and training issues. This is no small task considering that to maintain certification as a Police Officer in Oregon you must meet minimum requirements based on required annual or semi-annual training mandates.

We also strive to send Officer's to training that may not be required, but relate to a particular Officer's field of expertise.

OFFICER(S)	TRAINING	MANDATORY STATE/FED	HOURS
ALL	RANGE	YES	17 X 8=136
ALL	LEXIPOL DTB'S	YES	2.5 hr X 15=37.5
FLENER	DEFENSIVE TACTICS	YES	40
ROBERTSON	ROLLING SURVEILLANCE	NO	40
TOTAL			253.5



Fairview Police Department SUPERVISORS REPORT TO CHIEF AND COUNCIL MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Prepared by: Sergeant Kirby

May 2013

Vehicular Crimes Team (VCT) Monthly Report

The Vehicular Crimes Team (VCT) is an inter-agency investigative unit whose members have enhanced training in the area of vehicular crashes. The VCT can insure that a comprehensive and complete investigation will be conducted in a professional manner.

The VCT is activated when a crash involves serious, near fatal or fatal injuries where felony level criminal charges against one or more parties may result. The VCT is also activated when the crash is defined as a high liability incident such as crashes involving government owned or leased vehicles. The VCT can also be activated for crashes involving circumstances beyond the expertise of regular patrol officers and also for non-chargeable fatality crashes. The VCT responds to crashes in the cities of Fairview, Troutdale and Gresham, and in unincorporated Multnomah County. The Fairview Police Department has a supervisor assigned to the team who responds only to incidents occurring within the geographical boundaries of Fairview. We currently have two officers assigned to the VCT. Congratulations to Officer Delatorre and Officer Gerkman for being selected for the assignment.

There were no VCT activations resulting from a crash inside Fairview city limits during the month of May. Gresham did have one VCT Fatal call out involving a Felony DUII Case. Officer Gerkman was called out as part of the team who worked the scene of the crash.

Officer	Date	Venue Agency	Overtime Hours	Regular Hours	Type of Call out
Gerkman	5/14/2013	Gresham	3	0	VCT FATAL

Prepared by: Sergeant Kirby

May 2013



**Fairview Police Department
SUPERVISORS REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT**



Neighborhood Response Team Report

NRT Monthly Statistics

<u>Activity</u>	<u>Monthly Total</u>	<u>Yearly Total</u>
Contacts	4	4
Gang Contacts	0	0
Felony Arrests/Charges	0	0
Misd. Arrests/Charges	0	0
Citations	4	4
Weapons Seized	0	0
Narcotics Seized/Weight	0	0
Cases Assigned	0	0
Cases Closed	0	0
Overlap Assignments	2	4

The NRT will generally try to conduct assignments on overlap Wednesdays. This is when we have the most available officers to conduct assignments. Throughout the month, there were several Rhino Patrol Checks. The areas covered were the Salish Ponds, Fairview Park, Reynolds Middle School and Target parking lot. There were no assigned areas for this month. Low staffing on two of the overlap WEDNESDAYS



**Fairview Police Department
SUPERVISORS REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT**



Prepared by: Sergeant Kirby

May 2013

Reserve Officer Program

Reserve Officer Shropshire has been given a job opportunity with our agency as a regular police officer. Scott accepted the offer and arrangements are being made for him to attend the regular DPSST Academy. Congratulations Scott.

MONTHLY ACTIVITY REPORT OF RESERVE OFFICERS

RESERVE OFFICER	REGULAR PATROL	FIELD TRAINING PROGRAM	MEETINGS	COURT	REGULAR TRAINING	SPECIAL ASSIGNMENT	TOTALS
McClaghry	7.50						7.50
Shropshire	19.5						25.5
McPherson		16					16.0



**FAIRVIEW POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT
JUNE 2013**



GENERAL STATISTICS/TYPE	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	TOP 5 TRAFFIC CITE CHARGES	
Dispatched Incidents	377	1,983	1,759	12.73%	Expired License Plates 26	
Officer Initiated Incidents	299	1,952	1,233	58.31%	Driving Uninsured 23	
Total Number of Incidents	676	3,935	2,992	31.52%	Driving While Suspended 17	
Number of Apartment Incidents	67	447	442	1.13%	No Operator License 14	
Police Reports Filed	56	429	487	-11.91%	Speeding 14	
Reports Cleared by Arrest	20	139	123	13.01%	ALARM ADMINISTRATION REPORT	
Reports Closed by Suspend	27	263	346	-23.99%	Renewals Billed 0	
Reports Closed by Pending	8	17	14	21.43%	Renewal Fees Collected \$0	
Reports Closed by Referred	1	3	3	0.00%	Senior Exempt Permits 0	
Reports Cleared by Exceptional	0	3	1	200.00%	New Permits Issued 0	
Reports Cleared by Unfounded	0	4	0	400.00%	1st False Alarm 0	
Traffic Contacts	144	1,060	723	46.61%	2nd False Alarm 1	
Citations Issued (Charges)	109	764	378	102.12%	3rd False Alarm 0	
DUII	1	8	9	-11.11%	False Alarm fees billed \$75.00	
Accident Reports	9	43	51	-15.69%	Late Charges billed \$0.00	
Gang Contacts	1	9	15	-40.00%	Day of most false alarms Sunday	
Community Policing Contacts	129	1,057	1,121	-5.71%	Time most false alarms 12:00pm	
Foot Patrol Contacts	191	1,099	437	151.49%	RED LIGHT CAMERA CITATIONS	
Murders	0	0	0	0.00%	Approved Violations 143	
Chinook Landing Patrol Minutes	1,963	10,872	8,109	34.07%	Violations YTD 762	
Chinook Landing Dispatched	16	38	34	11.76%		
Blue Lake Patrol Minutes	806	4,056	3,629	11.77%		
Blue Lake Dispatched Incidents	10	24	17	41.18%		
Tow Releases	2	11	11	0.00%		
Vehicles Impounded	0	10	8	25.00%		
Bike Helmet Contacts	4	11	45	-75.56%		
Time Off (Days)	19	142	130	9.23%		
Rhino Deployments	4	27	25	8.00%		

"Integrity, Professionalism, Partnership, Innovation, Communication, Empowerment"



**FAIRVIEW POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT**

JUNE 2013



SELECTED CALLS FOR SERVICE**	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	SPECIFIC OVERTIME CATEGORIES	HOURS
Abuse/Neglect	0	7	10	-30.00%	Cover Short Shift	20.0
Accident/Injury or Fatal	1	14	16	-12.50%	Court	14.5
Accident/Property Damage	7	41	36	13.89%	Traffic Safety Grant	20.0
Assault	5	29	33	-12.12%	Gang Unit	98.5
Burglary	5	31	24	29.17%	Presentations/Meetings	10.0
Domestic Disputes	1	10	10	0.00%	Patrol-End of Shift	9.3
Drugs/Narcotics	7	23	9	155.56%	Major Crime Team	0.0
Disturbance-Fights-Noise	41	187	178	5.06%	SRO	0.0
Forgery/Fraud	5	24	15	60.00%		
Hit and Run	9	33	37	-10.81%		
Neighborhood Problem	0	0	0	0.00%		
Runaway/Missing	5	45	42	7.14%		
Sex Offense	3	8	6	33.33%		
Suicide	4	14	8	75.00%		
Suspicious Person or Circumstance	36	231	300	-23.00%		
Thefts	41	165	225	-26.67%		
Trespass/Proowler	0	0	3	-100.00%		
Vandalism	9	39	67	-41.79%		
Vehicles Recovered	1	6	10	-40.00%		
Vehicles Stolen	3	25	33	-24.24%		
Death(Not Suicide/Murder)	0	2	2	0.00%		

**Coded at time of dispatch, not final disposition

"Integrity, Professionalism, Partnership, Innovation, Communication, Empowerment"



**Fairview Police Department
SUPERVISORS REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT**



Prepared by Sergeant Pemberton

June 2013

SCHOOL RESOURCE OFFICER (SRO) MONTHLY REPORT

The School Resource Program (SRO) is a valuable partnership between the Reynolds School District and the Fairview Police Department. The SRO investigates incidents which occur on the properties of all schools within Fairview city limits (Reynolds Middle School, Reynolds Learning Academy, Woodland Elementary School, Fairview Elementary School, Salish Elementary School), as well as the Administrative offices for the district.

The SRO concentrates on the schools and is an "on-site" officer at one of the largest middle schools in the state. This allows a regular patrol officer to focus on the rest of the city. Officer Weeks is currently in this assignment and has been for the past ten years. He deals with a wide range of issues, such as attendance, assaults, child abuse, thefts and gangs. He also conducts interventions, gives presentations to faculty and students, and meets with parents about issues.

	June	Year to Date
Student Interventions	21	246
Assist Faculty with Problem	27	340
Meeting with Parents/Guardians	7	96
Classroom Presentations	6	7
Welfare Check/Home Check	6	81
Gang Affiliation Contacts	0	7





Fairview Police Department SUPERVISORS REPORT TO CHIEF AND COUNCIL MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Prepared by Sergeant Pemberton

June 2013

Major Crimes Team (MCT) Report

The Major Crime Team (MCT) is an inter-agency investigative unit whose members have enhanced training in the area of major crimes. The MCT can ensure that a comprehensive and complete investigation will be conducted in a professional manner. It also facilitates the proper scene documentation, investigatory conclusions and ensures any evidence gathered from the investigation meets the rigorous standards necessary for the admissibility of evidence into a court of law.

The MCT is activated when a crime involves serious, near fatal or fatal injuries where felony level criminal charges against one or more parties may result. The MCT is also activated when a member of the Portland Police Bureau is involved in a shooting. The MCT can also be activated for crimes involving circumstances beyond the expertise of regular patrol officers. The MCT responds to crimes in the cities of Fairview, Troutdale, Gresham, unincorporated areas of Multnomah County and Portland (officer involved shootings only)

The Fairview Police Department has a supervisor who responds mainly to incidents occurring in Fairview. Additionally, two Fairview Officers are assigned to the MCT, who are on-call alternating weeks during the month and are subject to being paged out for an MCT activation at any time day or night. Sergeant Pemberton is the supervisor, while Officer Robertson and Officer Epperson are currently assigned to the MCT as detectives, along with their regular duties.

There were no MCT callouts in Fairview during the month of June. Fairview personnel were called to assist the Gresham Police Department on June 9th for a homicide that occurred at 19100 SE Burnside Street.



**Fairview Police Department
SUPERVISORS REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT**



Prepared by Sergeant Pemberton

June 2013

Detectives Monthly Report

CASES ASSIGNED	TOTAL	YTD
Fairview police cases assigned for investigation follow-up	2	10
Outside police agency cases received and referred to investigator	2	5
DHS cross reporting cases referred to investigator	2	21
Domestic Violence cases referred for investigator follow-up	0	3
Domestic Violence cases Review Only-No Action Required	2	13
Outside Agency Reports Reviewed	1	14
MISCELLANEOUS ASSIGNMENTS	TOTAL	YTD
Investigative Assists-Fairview	2	23
Investigative Assists-Outside Agency	3	7
Sex Offenders Assessed/Interviewed	21	173
Sex Offenders Arrested	0	3
ASSIGNED CASES FINAL DISPOSITION	TOTAL	YTD
Closed - Cleared by Arrest or Citation	0	3
Closed - Referred to District Attorney's Office for Review	1	2
Closed- Suspend, No Further Follow-up Possible at this Time. Reopen if More Develops	0	6



Fairview Police Department

SUPERVISORS REPORT TO CHIEF AND COUNCIL

MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Closed - Unfounded	0	0
Closed - Cleared by Exception- Civil Compromise, Victim Will Not Prosecute	0	1
Closed - No Crime	0	0
Referred to Another Agency for Further Action, Nothing Else Can be Done by Fairview PD	0	2
Missing Person Reports	0	0
Reports Reviewed-No Action Required	9	66
Spanish Translation Requests	2	34
COMMENTS		



Fairview Police Department SUPERVISORS REPORT TO CHIEF AND COUNCIL MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Prepared by: Sergeant Meyer

June, 2013

East Metro Gang Enforcement Team (EMGET) Report

The East Metro Gang Enforcement Team, known as EMGET, is an inter-agency team consisting of officers from the Fairview, Troutdale and Gresham Police Departments and a deputy from the Multnomah County Sheriff's Office.

EMGET's mission is to combat gang activity in east Multnomah County. The team investigates gang related crimes, documents gang members, provides a higher level of police presence in gang affected areas, works with at-risk youth to keep them out of gangs, educates parents and the community about gangs, and works with regional units on gang related missions.

Fairview Officer Robertson is assigned to EMGET. During the month of June, Officer Robertson, either patrolling by himself or with his partner, spent approximately 8 hours actively patrolling in Fairview.

	June, 2013	Year to date
Community Contacts	377	2441
Contacts with Suspected Gang Members/Gang Associates	92	484
New Gang Members Documented	17	36
Felony Arrests	8	58
Misdemeanor Arrests	6	63
Weapons Seized	3	42
Community Presentations	0	13
Cases Referred to District Attorney	1	1
Time Spent in Fairview	8 hrs.	147 hrs.



Fairview Police Department SUPERVISORS REPORT TO CHIEF AND COUNCIL



MONTHLY UNIT OR SPECIAL ACTIVITY REPORT

Training Division Monthly Report

June 2013

Prepared by: Sergeant Meyer

The training unit strives to keep all Police Department members updated on legal and training issues. This is no small task considering that to maintain certification as a Police Officer in Oregon you must meet minimum requirements based on required annual or semi-annual training mandates.

We also strive to send Officer's to training that may not be required, but relate to a particular Officer's field of expertise.

OFFICER(S)	TRAINING	MANDATORY STATE/FED	HOURS
ASBOE	UNDER 100	NO	8
EPPERSON	UNDER 100	NO	8
MORTON	UNDER 100	NO	8
ASBOE	AR-15 ARMORER SCHOOL	YES	20
EPPERSON	AR-15 ARMORER SCHOOL	YES	20
ALL	LEXIPOL DTB'S	YES	2.5 hr X 15=37.5

TOTAL: 101.5



**Fairview Police Department
SUPERVISORS REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT**



Prepared by: Sergeant Kirby

June 2013

Vehicular Crimes Team (VCT) Monthly Report

The Vehicular Crimes Team (VCT) is an inter-agency investigative unit whose members have enhanced training in the area of vehicular crashes. The VCT can insure that a comprehensive and complete investigation will be conducted in a professional manner.

The VCT is activated when a crash involves serious, near fatal or fatal injuries where felony level criminal charges against one or more parties may result. The VCT is also activated when the crash is defined as a high liability incident such as crashes involving government owned or leased vehicles. The VCT can also be activated for crashes involving circumstances beyond the expertise of regular patrol officers and also for non-chargeable fatality crashes. The VCT responds to crashes in the cities of Fairview, Troutdale and Gresham, and in unincorporated Multnomah County. The Fairview Police Department has a supervisor assigned to the team who responds only to incidents occurring within the geographical boundaries of Fairview. We currently have two officers assigned to the VCT. Congratulations to Officer Delatorre and Officer Gerkman for being selected for the assignment.

There were no VCT activations resulting from a crash inside Fairview city limits during the month of May. Gresham did have one VCT Fatal call out involving a Felony DUII Case. Officer Gerkman was called out as part of the team who worked the scene of the crash.

Officer	Date	Venue Agency	Overtime Hours	Regular Hours	Type of Call out
Delatorre	6/18/2013	Gresham	6	0	VCT FATAL

Prepared by: Sergeant Kirby

June 2013



**Fairview Police Department
SUPERVISORS REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT**



Neighborhood Response Team Report

NRT Monthly Statistics

<u>Activity</u>	<u>Monthly Total</u>	<u>Yearly Total</u>
Contacts	4	4
Gang Contacts	0	0
Felony Arrests/Charges	0	0
Misd. Arrests/Charges	0	0
Citations	4	4
Weapons Seized	0	0
Narcotics Seized/Weight	0	0
Cases Assigned	0	0
Cases Closed	0	0
Overlap Assignments	2	4

The NRT will generally try to conduct assignments on overlap Wednesdays. This is when we have the most available officers to conduct assignments. Throughout the month, there were several Rhino Patrol Checks. The areas covered were the Salish Ponds, Fairview Park, Reynolds Middle School and Target parking lot. There were no assigned areas for this month. Low staffing on two of the overlap WEDNESDAYS



**Fairview Police Department
SUPERVISORS REPORT TO CHIEF AND COUNCIL
MONTHLY UNIT OR SPECIAL ACTIVITY REPORT**



Prepared by: Sergeant Kirby

June 2013

Reserve Officer Program

Reserve Officer Shropshire has been given a job opportunity with our agency as a regular police officer. Scott accepted the offer and arrangements are being made for him to attend the regular DPSS Academy. Congratulations Scott.

MONTHLY ACTIVITY REPORT OF RESERVE OFFICERS

RESERVE OFFICER	REGULAR PATROL	FIELD TRAINING PROGRAM	MEETINGS	COURT	REGULAR TRAINING	SPECIAL ASSIGNMENT	TOTALS
McClaghry	19.5						19.5
Shropshire	29						29
McPherson		18					18



Fairview Police Code Enforcement Report

FILE #	START DATE	INSPECTED BY	ADDRESS/ LOCATION	VIOLATION DESCRIPTION	STAFF COMMENTS	STATUS
12-32-CE	10/22/12	22649	755 Cedar St	Discarded vehicle parts, solid waste & discarded furniture.		Court on 1/30/13. Received order on 3/5/13. Abatement clean-up completed on 4/17/13.
12-38-CE	11/29/12	22649	21792 NE Larkspur Ln	Piled up garbage & construction materials		Court on 1/30/13. Received order on 3/5/13. Multiple abatement clean-up dates in progress.
13-02-CE	02/01/2013	37435	2905 NE 206th Pl.	RV parked on non-parking area. "school bus stop" shed on property		Appeal hearing held on 4/16/13. Awaiting Judge Echols decision before proceeding.
13-03-CE	01/23/2013	37435	440-450 Depot St.	Garbage/debris piled up on north side of street, just west of Leathers Fuels.		Inspected by Sgt. Pemberton on 2/12/13. No violations observed.
13-07-CE	03/26/2013	37435	2202 NE 203rd	20-26 chickens on listed property at an one time. Rooster is kept in basement & brought out in yard periodically. Rats/vermon are attracted to yard due to chickens.	No roosters allowed in Fairview. Other animals are regulated by Multnomah County Animal Code, which states no more than 3 chickens w/o a permit.	Property inspected by Sgt. Pemberton on 5/6/13. 3-4 roosters living at location along with numerous smaller chickens. Homeowner stated the roosters would be moved to a different location. Will send letter & schedule re-inspection per nuisance code timeline.



Fairview Police Code Enforcement Report



FILE #	START DATE	Inspected By	ADDRESS/ LOCATION	VIOLATION DESCRIPTION	STAFF COMMENTS	STATUS
13-04-CE	04/01/2013	46651	355 Cedar St.	Rooster living @ property		Received notification from owner on 4/17/13. Rooster is gone, violation abated.
13-05-CE	03/29/2013	44463	1305 NE Village St. & 21861 NE Park Ln	Overgrown vegetation & blackberries		Inspected by Shannon Hoard (44463) on 4/1/13. No growing blackberries on either property. Other weeds/grass does not exceed 14". No violation.
13-06-CE	04/02/2013	46651	Across street from 21846 NE Alton St.	Truck blocking sidewalk due to trailer & motorhome parked in driveway	Unknown address... possibly identify address w/inspection.	Inspected by Ofcr. Delatorre. Ofcr was unable to verify address, or find a truck/trailer near complainant address on 4/3/13. No violation
13-08-CE	05/03/2013	37435	1601 NE 223rd Ave.	Penant signs for business are blocking drivers vision from Barr Rd onto 223.		Inspected by Sgt. Pemberton on 5/6/13. 3 penant signs present, none are obstructing view from 223 & Barr Rd. Officer found no violations present. Case closed.



Fairview Police Code Enforcement Report

FILE #	START DATE	Inspected By	ADDRESS/ LOCATION	VIOLATION DESCRIPTION	STAFF COMMENTS	STATUS
13-09-CE	05/16/2013	37435	120 Bridge St.	Rooster living @ property	No roosters allowed in Fairview. Other farm/livestock animals are not regulated in Fairview, as Multnomah County permits for over 3 livestock animals pertain only to Portland residents.	Homeowner came to PD on 7/1/13 & informed Shannon that the rooster was moved from the property.
13-10-CE	05/20/2013	37435	705 Main St.	Rooster living @ property	No roosters allowed in Fairview. Other farm/livestock animals are not regulated in Fairview, as Multnomah County permits for over 3 livestock animals pertain only to Portland residents.	Homeowner came to PD on 6/3/13 to inform us that he'd gotten rid of his rooster.



Fairview Police Code Enforcement Report

FILE #	START DATE	Inspected By	ADDRESS/ LOCATION	VIOLATION DESCRIPTION	STAFF COMMENTS	STATUS
13-11-CE	05/21/2013	37435	223 & Sandy Bv	People living in motorhome for longer than 14 days & potentially operating an unlicensed business from within motorhome.		Inspection done by Sgt. Pemberton. Motorhome was no longer parked in gravel lot. No violation. Case closed.
13-12-CE	04/02/2013	49966	20375 NE Lakeside Dr.	Resident's burning garbage on lakeside.		Inspected by Ofcr. Flener on 5/22/13. Spoke w/son, Michael, who said he didn't know they couldn't burn their garbage. Stated they would cease burning. Will send abatement letter to resident.
13-13-CE	06/06/2013	44463	342 7th St.	Vehicles being cycled out & parked on backyard lawn	Unverifiable address. No phone # left by complainant.	Unable to verify address. No further contact from complainant after initial voicemail complaint. No verified violation. Case closed
13-14-CE	06/19/2013	37435	21318 NE Hancock	Overgrown brambles & ivy starting to encroach on neighbors property		Inspection completed on 6/26/13. Grass is not over 14" tall, no violations observed. Case closed.
13-15-CE	06/21/2013	37435	22048 NE Chinook Way	Overgrown grass on parking strip		Inspection done on 6/26/13. Sent letter to owner on 6/28/13.



Fairview Police Code Enforcement Report

FILE #	START DATE	Inspected By	ADDRESS/ LOCATION	VIOLATION DESCRIPTION	STAFF COMMENTS	STATUS
13-16-CE	06/26/2013	Erika	1105 NE Multnomah Dr.	Possible major auto repair being done in driveway		Inspection to be scheduled by Erika or Rita.
13-17-CE	06/25/2013	Erika	23012 NE Sandy Blvd	Garbage piled in shopping carts @ front of property. Overgrown blackberry bushes/vegetation.		Property owner removed garbage. Bushes/vegetation complaint was dismissed after learning that the bushes are growing on a sizeable mound of dirt, not level ground.
13-18-CE	07/01/2013	Erika	1816 NE 213th Ave	Auto repair shop & parts store being operated out of residence		Inspection to be scheduled by Erika or Rita.
13-19-CE	07/01/2013	Rita	20922 NE Sandy Blvd	Overgrown grass reaches 6 ft. high (top of 6 ft. fence)		Inspection to be scheduled by Erika or Rita.
13-20-CE	07/01/2013	Rita	309 Lincoln St.	Overgrown grass along driveway of flag lot.		Inspection to be scheduled by Erika or Rita.
13-21-CE	07/01/2013	Rita	22073 NE Failing	Tall grass located on foreclosed property		Inspection to be scheduled by Erika or Rita.



By Check Number

Vendor Number Payable #	Vendor Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: US BANK-OPERATING ACCOUNT						
00030 <u>LIMS1079204</u>	ALLWOOD RECYCLERS, INC. Invoice	06/13/2013 06/13/2013	Regular FAIRVIEW SPRING CLEANUP COUPONS (9	0.00 0.00	480.00 480.00	57753
01052 <u>0139378-IN</u>	BENEFITHELP SOLUTIONS Invoice	06/13/2013 06/13/2013	Regular EAP/FSA - MAY 2013	0.00 0.00	75.00 75.00	57754
00117 <u>593</u>	BUILDING CODES CONSULTANCY IN Invoice	06/13/2013 06/13/2013	Regular CONTRACT WORK - MAY 2013	0.00 0.00	4,619.98 4,619.98	57755
00310 <u>14926</u> <u>15058</u>	CHOUGH INC Invoice Invoice	06/13/2013 06/13/2013 06/13/2013	Regular MAGAZINE PUCHES, DUTY BELT, LINER BE CARGO PANTS	0.00 0.00 0.00	263.67 213.68 49.99	57756
00178 <u>31897</u>	CITY OF GRESHAM Invoice	06/13/2013 06/13/2013	Regular SEWER DISPOSAL - MARCH-APRIL 2013	0.00 0.00	23,255.14 23,255.14	57757
00195 <u>43709</u>	CODE PUBLISHING INC. Invoice	06/13/2013 06/13/2013	Regular FAIRVIEW MUNICIPAL CODE UPDATE 5/3	0.00 0.00	514.00 514.00	57758
00204 <u>INV0012441</u> <u>INV0012442</u>	COMCAST Invoice Invoice	06/13/2013 06/13/2013 06/13/2013	Regular INTERNET - SHOP INTERNET - CITY HALL	0.00 0.00 0.00	229.74 89.85 139.89	57759
00213 <u>255408</u>	COPYTRONIX Invoice	06/13/2013 06/13/2013	Regular COPIER - UPSTAIRS	0.00 0.00	116.60 116.60	57760
00269 <u>053113</u>	DRIVER AND MOTOR VEHICLE SERVI Invoice	06/13/2013 06/13/2013	Regular SUSPENSION PACKAGES	0.00 0.00	11.50 11.50	57761
00443 <u>13037</u>	IVAN GUIRADO Invoice	06/13/2013 06/13/2013	Regular RUSSION INTERPRETATION	0.00 0.00	70.00 70.00	57762
00547 <u>130125</u> <u>130128</u>	M. PATTON ECHOLS, PC Invoice Invoice	06/13/2013 06/13/2013 06/13/2013	Regular TRAFFIC COURT JUDICIAL SERVICES CODE ENFORCEMENT JUDICIAL SERVICES	0.00 0.00 0.00	1,496.00 1,001.00 495.00	57763
00806 <u>20132025</u> <u>20132031</u>	MULTNOMAH COUNTY SCHOOL DIS Invoice Invoice	06/13/2013 06/13/2013 06/13/2013	Regular FUEL - VISIONING TOUR TRANSPORTATION REIMB. - PARKS & REC	0.00 0.00 0.00	211.37 120.08 91.29	57764
00676 <u>939677</u>	OFFICEMAX-A BOISE CO. Invoice	06/13/2013 06/13/2013	Regular OFFICE SUPPLIES - PD	0.00 0.00	134.99 134.99	57765
00710 <u>867859-0531201</u>	OREGONIAN PUBLISHING CO. Invoice	06/13/2013 06/13/2013	Regular EMPLOYMENT LISTINGS - POLICE OFFICER	0.00 0.00	296.92 296.92	57766
00757 <u>INV0012453</u> <u>INV0012454</u> <u>INV0012455</u> <u>INV0012456</u> <u>INV0012457</u> <u>INV0012458</u> <u>INV0012459</u> <u>INV0012460</u> <u>INV0012461</u> <u>INV0012462</u>	PORTLAND GENERAL ELECTRIC COM Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	06/13/2013 06/13/2013 06/13/2013 06/13/2013 06/13/2013 06/13/2013 06/13/2013 06/13/2013 06/13/2013 06/13/2013 06/13/2013	Regular ELECTRICITY - CITY HALL ELECTRICITY - COMM. CTR. ELECTRICITY - HESLIN HOUSE ELECTRICITY - SHOP STORAGE ELECTRICITY - SHOP ELECTRICITY - SCHATZ BARN ELECTRICITY - RED LIGHT CAMERA ELECTRICITY - PARK LANE ELECTRICITY - PARK CLEONE ELECTRICITY - FAZZETT PARK	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	9,451.65 2,817.59 59.89 35.47 52.20 241.72 16.53 59.75 18.94 13.13 12.52	57767

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0012463</u>	Invoice	06/13/2013	ELECTRICITY - STONE PARK	0.00	12.88	
<u>INV0012464</u>	Invoice	06/13/2013	ELECTRICITY - GUMDROP PARK	0.00	49.03	
<u>INV0012465</u>	Invoice	06/13/2013	ELECTRICITY - MARILYN'S PARK	0.00	22.98	
<u>INV0012466</u>	Invoice	06/13/2013	ELECTRICITY - FV COMM. PARK	0.00	28.00	
<u>INV0012467</u>	Invoice	06/13/2013	ELECTRICITY - FV WOODS PARK	0.00	18.78	
<u>INV0012468</u>	Invoice	06/13/2013	ELECTRICITY - CH PARKING LOT	0.00	27.33	
<u>INV0012469</u>	Invoice	06/13/2013	ELECTRICITY - FV SIGN	0.00	15.40	
<u>INV0012470</u>	Invoice	06/13/2013	ELECTRICITY - BOOSTER PUMP STATION	0.00	250.10	
<u>INV0012471</u>	Invoice	06/13/2013	ELECTRICITY - WELL #5	0.00	866.97	
<u>INV0012472</u>	Invoice	06/13/2013	ELECTRICITY - WELL #6	0.00	103.68	
<u>INV0012473</u>	Invoice	06/13/2013	ELECTRICITY - GLISAN RESERVOIR	0.00	25.73	
<u>INV0012474</u>	Invoice	06/13/2013	ELECTRICITY - WELL #8	0.00	2,515.78	
<u>INV0012475</u>	Invoice	06/13/2013	ELECTRICITY - WELL #9	0.00	1,255.34	
<u>INV0012476</u>	Invoice	06/13/2013	ELECTRICITY - INTERLACHEN PS	0.00	259.17	
<u>INV0012477</u>	Invoice	06/13/2013	ELECTRICITY - BLUE LAKE PS	0.00	68.59	
<u>INV0012478</u>	Invoice	06/13/2013	ELECTRICITY - MARINE DR PS	0.00	30.64	
<u>INV0012479</u>	Invoice	06/13/2013	ELECTRICITY - FV LAKE PS	0.00	573.51	
	Void	06/13/2013	Regular	0.00	0.00	57768
00763	POUNDER OIL SERVICE INC.	06/13/2013	Regular	0.00	153.83	57769
<u>CL04282</u>	Invoice	06/13/2013	FUEL	0.00	153.83	
00955	TYLER TECHNOLOGIES, INC.	06/13/2013	Regular	0.00	350.00	57770
<u>025-69950</u>	Invoice	06/13/2013	BAR CODE SCANNER	0.00	350.00	
00674	U.S. BANKCORP EQUIPMENT FINAN	06/13/2013	Regular	0.00	930.44	57771
<u>229894548</u>	Invoice	06/13/2013	KONICA COPIER RENT - ADMIN	0.00	513.54	
<u>230092066</u>	Invoice	06/13/2013	KONICA COPIER RENT - PW	0.00	416.90	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	49	18	0.00	42,660.83
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	49	19	0.00	42,660.83

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2013	42,660.83
			<u>42,660.83</u>



City of Fairview

Check Register

Packet: APPKT00831 - 6/20/13 AP-LS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
01482	D&R GLAZING, INC.	06/20/2013	Regular	0.00	4,000.00	57776
<u>434</u>	Invoice	06/20/2013	4 PASS-THROUGH WINDOWS	0.00	4,000.00	
00642	GALWAY ENTERPRISES, INC.	06/20/2013	Regular	0.00	335.00	57777
<u>INV0012518</u>	Invoice	06/20/2013	INTERCOM STATION - PD	0.00	335.00	
01481	PACIFIC BULLETPROOF CO.	06/20/2013	Regular	0.00	2,962.50	57778
<u>21610</u>	Invoice	06/20/2013	BULLETPROOF RECEIVING DOOR - PD	0.00	2,962.50	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	3	0.00	7,297.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	3	3	0.00	7,297.50

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2013	7,297.50
			<hr/> 7,297.50



By Check Number

Vendor Number Payable #	Vendor Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: US BANK-OPERATING ACCOUNT						
00060 <u>INV0012520</u>	AT&T Invoice	06/21/2013 06/20/2013	Regular LONG DISTANCE CHARGES - CITY HALL	0.00 0.00	33.35 33.35	57780
00078 <u>11-505788</u> <u>506450</u>	BAXTER AUTO PARTS Invoice Invoice	06/21/2013 06/20/2013 06/21/2013	Regular OXYGEN SENSOR OIL FILTER	0.00 0.00 0.00	97.95 82.44 15.51	57781
00082 <u>10807</u>	BEERY, ELSNER & HAMMOND,LLP Invoice	06/21/2013 06/21/2013	Regular LEGAL SERVICES	0.00 0.00	7,589.10 7,589.10	57782
01305 <u>BPI314389</u>	BRENTAG PACIFIC, INC. Invoice	06/21/2013 06/21/2013	Regular SODIUM HYPOCHLORITE	0.00 0.00	673.60 673.60	57783
00152 <u>INV0012525</u>	CENTRAL ELECTRONIC ALARM, INC Invoice	06/21/2013 06/21/2013	Regular QUARTERLY RESIDENTIAL MONITORING F	0.00 0.00	19.95 19.95	57784
01141 <u>111-857487</u>	CENVEO CORPORATION Invoice	06/21/2013 06/21/2013	Regular ENVELOPES	0.00 0.00	97.25 97.25	57785
00174 <u>8400360963</u>	CINTAS CORPORATION NO. 2 Invoice	06/21/2013 06/21/2013	Regular SHREDDING - ADMIN & PD	0.00 0.00	76.96 76.96	57786
00178 <u>31918</u>	CITY OF GRESHAM Invoice	06/21/2013 06/21/2013	Regular FIRE AGRMT 12/13 4TH QTR BILLING	0.00 0.00	192,938.25 192,938.25	57787
00178 <u>INV0012535</u>	CITY OF GRESHAM Invoice	06/21/2013 06/21/2013	Regular SEWER DISPOSAL - MARCH 2013	0.00 0.00	64,713.73 64,713.73	57788
00178 <u>32013</u>	CITY OF GRESHAM Invoice	06/21/2013 06/21/2013	Regular TELEVISE/INSPECT LINES - SEWER	0.00 0.00	3,242.61 3,242.61	57789
01081 <u>INV0012528</u>	COMCAST CABLE Invoice	06/21/2013 06/21/2013	Regular CABLE TV - CITY HALL	0.00 0.00	15.13 15.13	57790
00293 <u>253045</u>	DIAL TEMPORARY HELP SERVICES, II Invoice	06/21/2013 06/21/2013	Regular TEMP HELP - GALLAGHER - 5/28/13-5/31/	0.00 0.00	536.64 536.64	57791
00280 <u>7607</u>	EASY 2 PAY, INC. Invoice	06/21/2013 06/21/2013	Regular ONLINE BILL PAY & MERCHANT FEES - MA	0.00 0.00	378.21 378.21	57792
01042 <u>INV0012533</u>	FRONTIER COMMUNICATIONS NOR Invoice	06/21/2013 06/21/2013	Regular TELEPHONE - HALSEY RESERVOIR	0.00 0.00	175.92 175.92	57793
00498 <u>06172013</u>	GARY KIRBY Invoice	06/21/2013 06/21/2013	Regular ANNUAL ALLOWANCE - SHIRTS	0.00 0.00	47.47 47.47	57794
00390 <u>0117.017-9</u>	GROUNDWATER SOLUTIONS, INC. Invoice	06/21/2013 06/21/2013	Regular HYDROGEOLOGIST SERVICES	0.00 0.00	4,062.50 4,062.50	57795
00416 <u>INV0012540</u>	HOOD CENTER CLEANERS Invoice	06/21/2013 06/21/2013	Regular UNIFORM CLEANING	0.00 0.00	318.50 318.50	57796
00417 <u>21043493</u>	HORIZON DISTRIBUTORS, INC. Invoice	06/21/2013 06/21/2013	Regular PARKS IRRIGATION EQUIPMENT	0.00 0.00	320.46 320.46	57797
00434 <u>10988561-1</u> <u>10988561-2</u> <u>10988561-3</u>	INTEGRA TELECOM OF OREGON, INC Invoice Invoice Invoice	06/21/2013 06/21/2013 06/21/2013 06/21/2013	Regular INTERNET - CITY HALL TELEPHONE - CITY HALL INTERNET - SHOPS	0.00 0.00 0.00 0.00	1,261.91 239.95 797.90 75.38	57798

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>10988561-4</u>	Invoice	06/21/2013	TELEPHONE - CITY SHOPS	0.00	57.19	
<u>10988561-5</u>	Invoice	06/21/2013	TELEPHONE - COMM. CTR.	0.00	91.49	
01367	JOHN SCHWAB	06/21/2013	Regular	0.00	150.00	57799
<u>06082013</u>	Invoice	06/21/2013	REFUND RENT DEPOSIT	0.00	150.00	
00497	KIP EDGLEY	06/21/2013	Regular	0.00	1,200.00	57800
<u>2013_0531</u>	Invoice	06/21/2013	ROUTINE DATA FUNCTIONS - MAY 2013	0.00	1,200.00	
00559	MATRIX COMMUNICATIONS CORP	06/21/2013	Regular	0.00	822.00	57801
<u>152129</u>	Invoice	06/21/2013	PHONE SYSTEM JULY-SEPT 2013	0.00	822.00	
00596	MOEN MACHINERY INC	06/21/2013	Regular	0.00	188.81	57802
<u>387192</u>	Invoice	06/21/2013	FANS, BELTS	0.00	107.21	
<u>389412</u>	Invoice	06/21/2013	BLADE, LOW LIFT	0.00	81.60	
00615	MULTNOMAH COUNTY OREGON	06/21/2013	Regular	0.00	980.00	57803
<u>1813027407</u>	Invoice	06/21/2013	INMATE WORK CREW - MAY 2013	0.00	848.00	
<u>1813028161</u>	Invoice	06/21/2013	ELEC. SERVICES WORK ORDER - APRIL 201	0.00	132.00	
00619	MULTNOMAH COUNTY TREAS.	06/21/2013	Regular	0.00	610.58	57804
<u>03312013</u>	Invoice	06/21/2013	COUNTY ASSESSMENTS (JAIL) - MARCH 20	0.00	120.23	
<u>04302013</u>	Invoice	06/21/2013	COUNTY ASSESSMENTS (JAIL) - APRIL 201	0.00	380.45	
<u>05312013</u>	Invoice	06/21/2013	COUNTY ASSESSMENTS (JAIL) - MAY 2013	0.00	109.90	
00676	OFFICEMAX-A BOISE CO.	06/21/2013	Regular	0.00	65.44	57805
<u>020701</u>	Invoice	06/21/2013	OFFICE SUPPLIES - ADMIN	0.00	36.60	
<u>953238</u>	Invoice	06/21/2013	OFFICE SUPPLIES - ADMIN	0.00	28.84	
00249	OREGON DEPARTMENT OF ADMINI	06/21/2013	Regular	0.00	3,053.21	57806
<u>AIA08630</u>	Invoice	06/21/2013	VEHICLE LEASE & FUEL	0.00	3,053.21	
00695	OREGON DEPARTMENT OF REVENU	06/21/2013	Regular	0.00	45,337.42	57807
<u>01312013</u>	Invoice	06/21/2013	STATE ASSESSMENTS - LEMLA/UNITARY/	0.00	11,184.07	
<u>02282013</u>	Invoice	06/21/2013	STATE ASSESSMENTS - LEMLA/UNITARY/	0.00	8,728.63	
<u>03312013</u>	Invoice	06/21/2013	STATE ASSESSMENTS - LEMLA/UNITARY/	0.00	7,669.84	
<u>04302013</u>	Invoice	06/21/2013	STATE ASSESSMENTS - LEMLA/UNITARY/	0.00	8,568.79	
<u>05312013</u>	Invoice	06/21/2013	STATE ASSESSMENTS - LEMLA/UNITARY/	0.00	9,186.09	
00731	PAUL WECKS	06/21/2013	Regular	0.00	200.00	57808
<u>06122013</u>	Invoice	06/21/2013	UNIFORM REIMBURSEMENT	0.00	200.00	
00747	PITNEY BOWES	06/21/2013	Regular	0.00	1,266.00	57809
<u>6910385-JN13</u>	Invoice	06/21/2013	EQUIPMENT RENT - JUNE 2013	0.00	1,266.00	
00749	PLATT ELECTRIC SUPPLY	06/21/2013	Regular	0.00	290.66	57810
<u>5061274</u>	Invoice	06/21/2013	LIGHT BULBS - CITY HALL	0.00	82.40	
<u>5087018</u>	Invoice	06/21/2013	LIGHT BULBS - CITY HALL	0.00	208.26	
00020	PORTLAND ADVENTIST MEDICAL CE	06/21/2013	Regular	0.00	650.00	57811
<u>45085</u>	Invoice	06/21/2013	AUDIOLOGY VAN/TESTS	0.00	650.00	
01401	REDFLEX TRAFFIC SYSTEMS	06/21/2013	Regular	0.00	47,230.00	57812
<u>RTS0003300</u>	Invoice	06/21/2013	TRAFFIC CAMERA - SEPTEMBER 2012	0.00	5,260.00	
<u>RTS0003301</u>	Invoice	06/21/2013	TRAFFIC CAMERA - OCTOBER 2012	0.00	5,880.00	
<u>RTS0003302</u>	Invoice	06/21/2013	TRAFFIC CAMERA - NOVEMBER 2012	0.00	7,790.00	
<u>RTS0003303</u>	Invoice	06/21/2013	TRAFFIC CAMERA - DECEMBER 2012	0.00	6,670.00	
<u>RTS0003304</u>	Invoice	06/21/2013	TRAFFIC CAMERA - JANUARY 2013	0.00	7,350.00	
<u>RTS0003305</u>	Invoice	06/21/2013	TRAFFIC CAMERA - FEBRUARY 2013	0.00	7,480.00	
<u>RTS0003306</u>	Invoice	06/21/2013	TRAFFIC CAMERA - MARCH 2013	0.00	6,800.00	
00976	ROBERT C. WALLIS	06/21/2013	Regular	0.00	18,927.80	57813
<u>11281</u>	Invoice	06/21/2013	GENERAL SEWER PLAN	0.00	9,574.80	
<u>11302</u>	Invoice	06/21/2013	DEPOT ST SANITARY SEWER REHABILITATI	0.00	9,353.00	

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
01483	SAMUEL SALAZAR	06/21/2013	Regular	0.00	150.00	57814
<u>06152013</u>	Invoice	06/21/2013	REFUND RENT DEPOSIT	0.00	150.00	
00890	STEPHEN RICHARDS	06/21/2013	Regular	0.00	104.50	57815
<u>06172013</u>	Invoice	06/21/2013	REIMBURSEMENT FOR DMV REG FEE	0.00	104.50	
00891	STEVE LARSON	06/21/2013	Regular	0.00	150.00	57816
<u>06142013</u>	Invoice	06/21/2013	REFUND RENT DEPOSIT	0.00	150.00	
00674	U.S. BANKCORP EQUIPMENT FINAN	06/21/2013	Regular	0.00	251.00	57817
<u>230393472</u>	Invoice	06/21/2013	COPIER RENT - PD	0.00	251.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	60	38	0.00	398,226.91
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	60	38	0.00	398,226.91

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2013	398,226.91
			<hr/>
			398,226.91



City of Fairview

Check Register

Packet: APPKT00843 - 6/27/13 AP-LS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
01347	ALEXIN ANALYTICAL LABORATORIES	06/27/2013	Regular	0.00	275.00	57819
<u>14237</u>	Invoice	06/27/2013	ROUTINE ASSESSMENT - MAY 2013	0.00	275.00	
01108	BUDGET TROPHIES & ENGRAVING	06/27/2013	Regular	0.00	36.95	57820
<u>2499</u>	Invoice	06/27/2013	NOTARY STAMP & NOTARY BOOK	0.00	36.95	
00310	CHOUGH INC	06/27/2013	Regular	0.00	99.98	57821
<u>15864</u>	Invoice	06/27/2013	CARGO PANTS 2 PAIR	0.00	99.98	
00174	CINTAS CORPORATION NO. 2	06/27/2013	Regular	0.00	76.96	57822
<u>8400376818</u>	Invoice	06/27/2013	SHREDDING - ADMIN & PD	0.00	76.96	
00178	CITY OF GRESHAM	06/27/2013	Regular	0.00	66.17	57823
<u>INV0012636</u>	Invoice	06/27/2013	TEMP POLFIREPARK FEE, STORMWATER	0.00	66.17	
00179	CITY OF PORTLAND	06/27/2013	Regular	0.00	1,784.80	57824
<u>10125620</u>	Invoice	06/27/2013	RADIO ACCIESS - PD	0.00	1,784.80	
00179	CITY OF PORTLAND	06/27/2013	Regular	0.00	16,398.00	57825
<u>10126179</u>	Invoice	06/27/2013	LOCAL COST SHARING	0.00	16,398.00	
00181	CITY OF TROUTDALE	06/27/2013	Regular	0.00	10,000.00	57826
<u>3972</u>	Invoice	06/27/2013	PSU FIRE SERVICE OPTIONS STUDY	0.00	10,000.00	
00213	COPYTRONIX	06/27/2013	Regular	0.00	77.05	57827
<u>263228</u>	Invoice	06/27/2013	COPIES & PRINTS - ADMIN	0.00	77.05	
00230	DAILY JOURNAL OF COMMERCE, INC	06/27/2013	Regular	0.00	330.00	57828
<u>740920873</u>	Invoice	06/27/2013	BID ANNOUNCEMENT	0.00	330.00	
00293	DIAL TEMPORARY HELP SERVICES, II	06/27/2013	Regular	0.00	1,073.28	57829
<u>253400</u>	Invoice	06/27/2013	TEMP HELP - GALLAGHER - 6/3/13-6/7/13	0.00	536.64	
<u>253609</u>	Invoice	06/27/2013	TEMP HELP - GALLAGHER - 6/10/13-6/14-13	0.00	536.64	
00314	FASTENAL COMPANY	06/27/2013	Regular	0.00	209.88	57830
<u>ORPO823182</u>	Invoice	06/27/2013	WASHERS	0.00	4.02	
<u>ORPO823250</u>	Invoice	06/27/2013	GARBAGE BAGS & PAPER TOWELS	0.00	205.86	
01042	FRONTIER COMMUNICATIONS NOR	06/27/2013	Regular	0.00	71.49	57831
<u>INV0012634</u>	Invoice	06/27/2013	TELEPHONE - WELL #8	0.00	71.49	
00383	GRESHAM LOCKSMITH, INC.	06/27/2013	Regular	0.00	278.25	57832
<u>39794</u>	Invoice	06/27/2013	REPLACE LOCKS, NEW LOCKS - ADMIN CA	0.00	278.25	
01489	JUAN MACIAS	06/27/2013	Regular	0.00	95.07	57833
<u>06192013</u>	Invoice	06/27/2013	PARTIAL REFUND FOR DEPOSIT & OVERP	0.00	95.07	
00571	METEREADERS, LLC	06/27/2013	Regular	0.00	1,038.05	57834
<u>6225</u>	Invoice	06/27/2013	WATER METERS READ - JUNE 2013	0.00	1,038.05	
00806	MULTNOMAH COUNTY SCHOOL DIS	06/27/2013	Regular	0.00	2,117.63	57835
<u>20132234</u>	Invoice	06/27/2013	FUEL - PD - APRIL 2013	0.00	624.71	
<u>20132235</u>	Invoice	06/27/2013	FUEL - PW - APRIL 2013	0.00	1,492.92	
00640	NEXTEL WEST CORP.	06/27/2013	Regular	0.00	618.92	57836
<u>365712310-139</u>	Invoice	06/27/2013	CELL PHONES - PD	0.00	483.37	
<u>887622317-139</u>	Invoice	06/27/2013	CELL PHONES - PW	0.00	135.55	
00648	NORTHWEST NATURAL	06/27/2013	Regular	0.00	71.22	57837

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0012642</u>	Invoice	06/27/2013	GAS HEAT - CITY HALL	0.00	12.68	
<u>INV0012643</u>	Invoice	06/27/2013	GAS HEAT - HESLIN HOUSE	0.00	4.64	
<u>INV0012644</u>	Invoice	06/27/2013	GAS HEAT - COMM. CTR.	0.00	12.68	
<u>INV0012645</u>	Invoice	06/27/2013	GAS HEAT - SHOP	0.00	41.22	
01283	NURSERY CONNECTION LLC	06/27/2013	Regular	0.00	240.00	57838
<u>80227</u>	Invoice	06/27/2013	1 GAL ARROW	0.00	240.00	
01490	OCCUPATIONAL HEALTH CENTERS C	06/27/2013	Regular	0.00	524.00	57839
<u>58947635</u>	Invoice	06/27/2013	POLICE PHYSICAL EXAM	0.00	524.00	
00676	OFFICEMAX-A BOISE CO.	06/27/2013	Regular	0.00	313.50	57840
<u>061881</u>	Invoice	06/27/2013	OFFICE SUPPLIES - PD	0.00	23.48	
<u>135829</u>	Invoice	06/27/2013	OFFICE SUPPLIES - ADMIN & PW	0.00	253.42	
<u>137538</u>	Invoice	06/27/2013	OFFICE SUPPLIES - ADMIN	0.00	36.60	
01491	ON SEMICONDUCTOR CORPORATIO	06/27/2013	Regular	0.00	6,625.00	57841
<u>M00952</u>	Invoice	06/27/2013	NEW ROADWAY TO WATER TANK	0.00	6,625.00	
00719	PACIFIC POWER PRODUCTS COMPA	06/27/2013	Regular	0.00	2,782.00	57842
<u>426837-00</u>	Invoice	06/27/2013	INSPECTION ON GENERATOR - WELL #8	0.00	140.00	
<u>426838-00</u>	Invoice	06/27/2013	INSPECTION ON GENERATOR - SHOP	0.00	170.00	
<u>426839-00</u>	Invoice	06/27/2013	INSPECTION ON GENERATOR - WELL #9	0.00	532.00	
<u>426921-00</u>	Invoice	06/27/2013	TEST GENERATOR - FV LAKE PUMP #1	0.00	415.00	
<u>426922-00</u>	Invoice	06/27/2013	INSPECTION ON GENERATOR - CITY HALL	0.00	140.00	
<u>426924-00</u>	Invoice	06/27/2013	TEST BOOSTER PUMP - STANDPIPE #3	0.00	415.00	
<u>426926-00</u>	Invoice	06/27/2013	TEST GENERATOR - BLUE LAKE PUMP #2	0.00	415.00	
<u>426927-00</u>	Invoice	06/27/2013	TEST INTERLACHEN PUMP #4	0.00	415.00	
<u>INV0012660</u>	Invoice	06/27/2013	SYSTEM INSPECTION ON GENERATOR - S	0.00	140.00	
01492	PETER TUOMALA	06/27/2013	Regular	0.00	130.00	57843
<u>06192013</u>	Invoice	06/27/2013	REFUND OVERPMT OF EVENT PERMIT FEE	0.00	130.00	
00742	PETTY CASH	06/27/2013	Regular	0.00	91.60	57844
<u>INV0012663</u>	Invoice	06/27/2013	PETTY CASH RECONCILIATION	0.00	91.60	
00758	PORTLAND GENERAL ELECTRIC	06/27/2013	Regular	0.00	17.85	57845
<u>0000291818</u>	Invoice	06/27/2013	PROVIDE EXCESS TRANSFORMER CAP	0.00	17.85	
00763	POUNDER OIL SERVICE INC.	06/27/2013	Regular	0.00	29.15	57846
<u>CLO4401</u>	Invoice	06/27/2013	FUEL	0.00	29.15	
00912	TERRAFORMA PLANNING ARCHITEC	06/27/2013	Regular	0.00	1,640.00	57847
<u>702</u>	Invoice	06/27/2013	ARCHITECT SERVICES	0.00	1,640.00	
01184	VERIZON WIRELESS	06/27/2013	Regular	0.00	400.24	57848
<u>9706738753</u>	Invoice	06/27/2013	RADIO COMM.	0.00	400.24	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	47	30	0.00	47,512.04
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	47	30	0.00	47,512.04

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2013	47,512.04
			<u>47,512.04</u>



City of Fairview

Check Register

Packet: APPKT00840 - 6/27/13 PO #13-0005/HD SUPPLY WATERWORKS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
00402	HD SUPPLY WATERWORKS LTD	06/27/2013	Regular	0.00	156.25	57818
<u>B118727</u>	Invoice	06/27/2013	AMR WATER SYSTEM IMPROVEMENTS	0.00	156.25	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	156.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	156.25



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
00648	NORTHWEST NATURAL	07/03/2013	Regular	0.00	76.60	57858
<u>INV0012681</u>	Invoice	07/03/2013	GAS HEAT - CITY HALL	0.00	12.68	
<u>INV0012682</u>	Invoice	07/03/2013	GAS HEAT - HESLIN HOUSE	0.00	4.64	
<u>INV0012683</u>	Invoice	07/03/2013	GAS HEAT - SHOP	0.00	41.22	
<u>INV0012684</u>	Invoice	07/03/2013	GAS HEAT - COMM. CTR.	0.00	18.06	
01490	OCCUPATIONAL HEALTH CENTERS C	07/03/2013	Regular	0.00	524.50	57859
<u>58947635-2</u>	Invoice	07/03/2013	POLICE PHYSICAL EXAM - SHROPSHIRE	0.00	524.50	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	2	0.00	601.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	5	2	0.00	601.10

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2013	601.10
			<hr/> 601.10



City of Fairview

Check Register

Packet: APPKT00852 - 7/3/13 AP-LS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
01495	THE CONSOLIDATED AGENCIES GRO	07/03/2013	Regular	0.00	84.50	57860
<u>INV0012685</u>	Invoice	07/03/2013	10% DEPOSIT - CARPORT FOR PD RHINO	0.00	84.50	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	84.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	84.50

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2013	84.50
			<hr/>
			84.50



City of Fairview

Check Register

Packet: APPKT00855 - 7/3/13 FY 12-13 AP-LS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
00057	ASBOE, DOUG	07/03/2013	Regular	0.00	200.00	57861
<u>06202013</u>	Invoice	06/30/2013	UNIFORM ALLOWANCE REIMBURSEMENT	0.00	200.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	200.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	200.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2013	200.00
			<u>200.00</u>