



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

## FAIRVIEW CITY COUNCIL AGENDA

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

**WEDNESDAY, February 5, 2014**

### WORK SESSION

1. PSU FIRE STUDY REVIEW AND DISCUSSION 6:00 PM  
*(Samantha Nelson, City Administrator)*

### COUNCIL MEETING

1. CALL TO ORDER 7:00 PM  
ROLL CALL  
PLEDGE OF ALLEGIANCE
2. CONSENT AGENDA 7:05 PM (A)
  - a. Minutes of January 8 and January 15, 2014
  - b. RegIIN IGA: Resolution 05-2014  
*(Samantha Nelson, City Administrator)*
  - c. Hydro-Modification Study: Resolution 03-2014  
*(Allan Berry, Public Works Director)*
  - d. Park Cleone Improvement: Resolution 04-2014  
*(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)  
*None*
7. COUNCIL BUSINESS 7:45 PM (A)
  - a. Proceed with EDAC Business Survey: Motion
8. PUBLIC HEARINGS 7:50 PM (A)
  - a. Amending FMC 16.15 - Erosion Control Plan: Ordinance 4-2014  
2nd Reading – Public Hearing & Council Vote  
*(Allan Berry, Public Works Director)*
  - b. Amending FMC 13.05, 13.10 & 13.30 Utility Billing Delinquent Penalty Fee Amounts:  
Ordinance 8-2014  
2nd Reading – Public Hearing & Council Vote  
*(Lesa Folger, Deputy Finance Director)*

**FAIRVIEW CITY COUNCIL AGENDA**  
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- c. Repeal Public Safety Advisory Committee: Ordinance 3-2014  
2nd Reading – Public Hearing & Council Vote  
*(Ken Johnson, Police Chief)*
- d. Adopting FMC 2.14 Commissions, Committees, and Task Forces – Council Created Advisory Committees: Ordinance 7-2014  
2nd Reading – Public Hearing & Council Vote  
*(Samantha Nelson, City Administrator)*
- e. Adopting FMC 9.21 Requiring Compliance with US Controlled Substance Act and Amending FMC 5.05 Business License Provisions: Ordinance 5-2014  
2nd Reading – Public Hearing & Council Vote  
*(Allan Berry, Public Works Director)*

9. ADJOURNMENT

8:30 PM (A)

  
Mike Weatherby, Mayor

Jan. 30, 2014

Date

Times listed are approximate (A) Action requested (I) Information only  
**NEXT COUNCIL MEETING IS FEBRUARY 19, 2014**  
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](http://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.

# **Fairview, Troutdale and Wood Village Fire/EMS Services Project**

## **Study Findings and Recommendations: DRAFT**

### **Center for Public Service**

### **Portland State University**

Kent Robinson, CPS Senior Fellow

Bob Winthrop, CPS Senior Fellow

Phil Keisling, CPS Director

Geoff Wullschlager, MPA Program

Lisa Durden, MPA Program

David Percy, Geology Dept. GIS Specialist

Fairview Council Chambers

Jan 13, 2014, 7:00pm

# Meeting Goals

- **Purpose of Presentation**
  - Present an overview of the draft project findings and draft recommendations, and gather feedback from council members prior to submission of a final report.
- **Purpose of PSU Consulting Project**
  - Understand the operational, financial and revenue realities that structure fire/EMS service for the Three Cities.
  - Propose alternatives and options for service delivery to the Three Cities. “Menu of options”
  - Help the Three Cities diligently prepare for future service delivery arrangements for fire/EMS services.

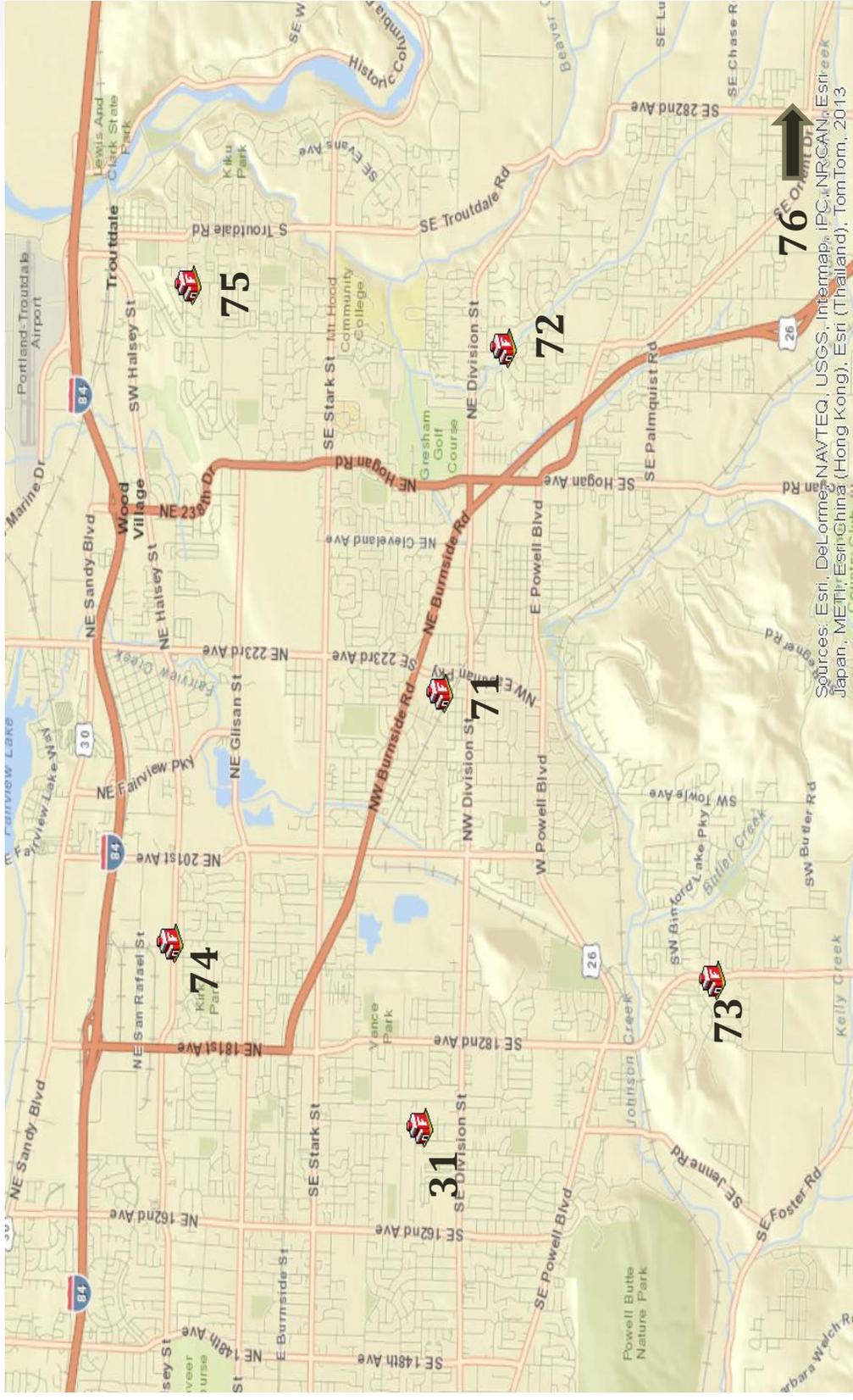
# Key Findings

1. Three Cities residents (Fairview, Troutdale, Wood Village combined service area) are far more likely to receive emergency medical services (EMS) than to receive fire services.
  - 74% of all service calls are for EMS; 88% of field service time is for EMS.
  - Residents of the Three Cities call for EMS 5 times a day, but only 2 times a day for fires and other services.
  - A structural fire in the Three Cities occurs about once every 25 days.
2. The current system meets high professional standards and is well-integrated between fire, ambulance and police responders. However, the Gresham system is configured and operated on the basis of “fire” responses, not medical needs.
3. Among comparable medium-large systems, Gresham FES is a low-cost provider.
4. Under the current IGA, Three Cities residents are receiving services for about 20-30% less than Gresham and RFD10 residents.
5. Three Cities residents use roughly comparable levels of fire/EMS services relative to their Gresham counterparts.

# Key Findings

- For key response time indicators, Three Cities residents receive lower service levels than most other users of the Gresham system.
  - For Priority 1 medical call response times, more calls take 6 minutes or longer and fewer calls are responded to in 4 minutes or less.
- The location of the stations, and “overlapping” calls stretch system reliability and increase response times.
- If the Three Cities negotiate a new agreement with Gresham, best practices in comparable jurisdictions indicate that the new IGA should require basic coverage standards document, a performance improvement plan, performance measurement and reporting.
- There are several viable service delivery options the Three Cities could pursue that could result in equivalent or even better service levels, though at potentially higher costs.
- Most options, especially those involving the Three Cities only, require new capital costs and present significant operational challenges.

# Background: Gresham FES Service Area and Station Location Map



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri/Leica, Swire, Japan, METI, Esri/China (Hong Kong), Esri (Thailand), TomTom, 2013

# Background: Gresham FES System Overview

## **Stations:**

- 31 (jointly operated with City of Portland)
- 71 (engine, ladder truck, heavy rescue)
- 72 (engine and Hazmat truck [state funded])
- 73 (engine, breathing apparatus support)
- 74 (engine)
- 75 (engine, water/river rescue)
- 76 (engine, wildland brush truck)
- 3-person engine initial unit response (4-person standard)
- For fires, 3-person engine second unit response

## **Certifications:**

- Each station staff trained and certified for technical specialty
- All firefighters EMT certified
- 60% paramedic certified

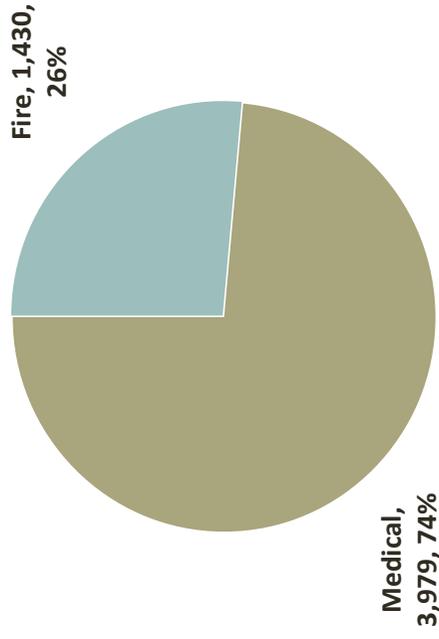
# Three Cities Fire and EMS Service Context and Key Challenges

- **The Three Cities receive integrated service from multiple providers**
  - **Gresham** FES delivers:
    - “first response” medical and fire services
    - fire and incident response surge capacity
    - fire marshal and fire prevention services
  - **AMR Ambulance**, through a county-wide contract, provides back-up medical response and patient transport services
  - **City of Portland** Bureau of Emergency Communications (BoEC) provides 911 dispatch services
  - Mutual aid agreements with Portland, Boring, Hoodland, Clackamas, RFD 14 Corbett
- Three Cities have limited control over the system components, performance and outputs
- **Key constraints limit Three Cities’ options**
  - Property tax limits and competing demands on limited revenues
  - Historic reliance on other providers for basic services
  - A small service population and dispersed geography

# Three Cities Basics: EMS is the Primary Service

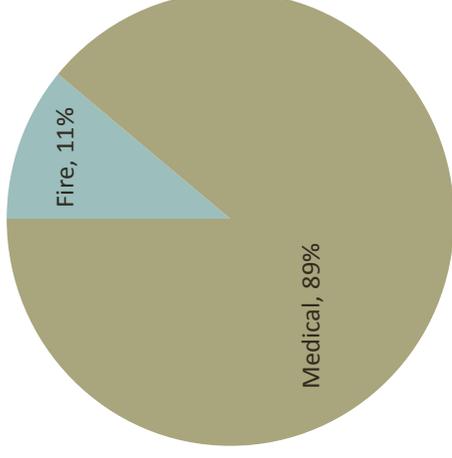
Data: BoEC fire & EMS Incidents Apr 2011 to June 2013

## Incident by Type



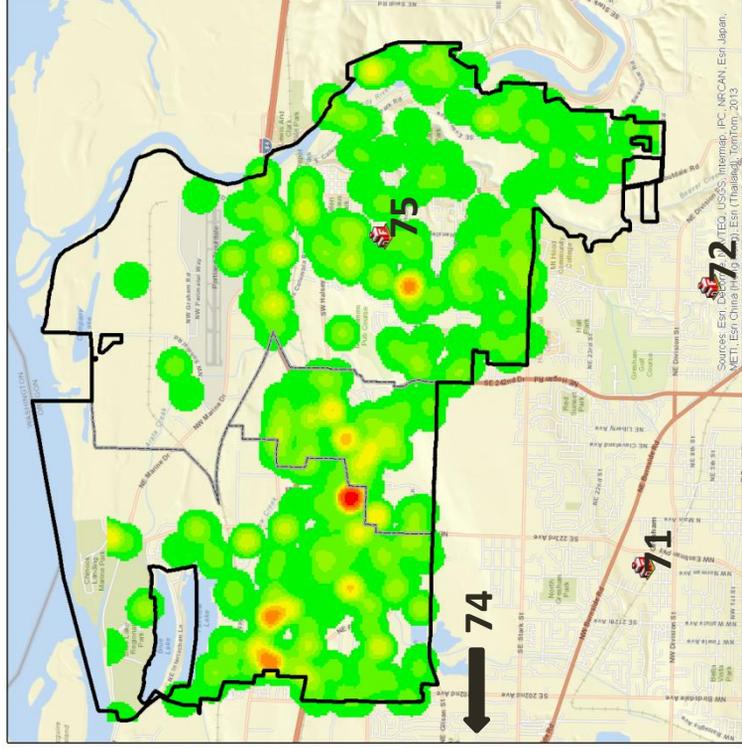
## Field Service Time (%) by Type

Dispatch to clear elapsed service time.



# Three Cities Group Service Area

Data: BoEC fire & EMS Incidents Apr 2011 to June 2013



Three Cities Group  
Population = 28,815

# Cost Comparison: Gresham FES is a lower cost provider than other districts

City or District	Operating Expenditure \$ 2012-2013 Adopted Budget	Population	Cost \$ per Resident	Taxable Assessed Value FY2012	Cost per \$1,000 AV	Number of Annual Runs	Cost per Run	Runs per 1,000 Pop.
GFES	\$ 17,240,319	141,582	\$121.77	\$ 9,166,403,750	\$1.88	13,872	\$ 1,243	97.98
Salem	\$ 25,544,450	156,455	\$163.27	\$ 10,289,605,000	\$2.48	17,236	\$ 1,482	110.17
Hillsboro	\$ 18,339,773	92,550	\$198.16	\$ 9,088,706,884	\$2.02	7,735	\$ 2,371	83.58
Medford	\$ 12,730,460	86,223	\$147.65	\$ 5,729,004,715	\$2.22	9,058	\$ 1,405	105.05
TVF&R	\$ 69,067,070	440,000	\$156.97	\$ 42,177,938,690	\$1.64	32,826	\$ 2,104	74.60

# Gresham FES: Comparative Unit Costs

City	Expenditure 2012-2013 Adopted Budget (\$)	Population Estimated July 1, 2012	Cost \$ Per Resident	Total Taxable Assessed Value 2012-2013	Cost or Cost Equivalent per \$1,000 AV	BoEC Number of Runs Calendar 2012	Number of Runs per 1,000 Residents	Cost per Run
Troutdale	\$ 1,561,441	16,005	97.56	\$ 1,115,008,909	1.40	1,208	75.5	\$ 1,293
Fairview	\$ 774,485	8,920	86.83	\$ 600,120,349	1.29	865	97.0	\$ 895
Wood Village	\$ 369,158	3,890	94.90	\$ 245,546,149	1.50	467	120.1	\$ 790
Tri-Cities Total	\$ 2,705,084	28,815	93.88	\$ 1,960,675,407	1.38	2,540	88.1	\$ 1,065
Gresham	\$ 13,650,876	105,970	128.82	\$ 6,740,276,005	2.03	9,845	92.9	\$ 1,387
RFD#10	\$ 884,359	6,797	130.11	\$ 465,452,338	1.90	444	65.3	\$ 1,992
Mutual Aid/Other						1,043		
System Total/ Ave	\$ 17,240,319	141,582	121.77	\$ 9,166,403,750	1.88	13,872	98.0	\$ 1,243
Non-Gresham share	\$ 3,589,443							

Three Cities population of 28,815 is 20.3% of the full Gresham system population.



# Service Delivery Alternatives

## Minimum Performance Criteria

- **Population:** serve 28,815
- **Ave. Annual Calls / 1,000 residents:** 88.1
- **Fire/ EMS ratio:** 24/76 percent
- **Product:** Fire service calls for immediate initial response/ attack
- **Product:** EMS Priority 1 immediate response, prompt Priorities 3 and 9
- **Product:** Fire service reserve surge capacity for major event secondary support
- **Daily Rates:** 2 fire calls and 5 EMS calls per day
- **Service Area Coverage:** SE Troutdale below Beaver Creek, to SW Salish Ponds/ Reynolds Middle School, to N Chinook Landing, East to the Sandy River
- **Coverage:** Cover high intensity hotspots
- **Response Times:** Meet response times of 4 to 6 minutes
- **Reliable system** during simultaneous, multiple calls, flexibility and capacity
- **Mutual Aid** contribution
- **Goal:** Deliver service for less than \$1.88 GFES system average.
- **Goal:** Improve on-time service response
- **Goal:** Maintain or enhance insurance ISO rating.

# Comparison of Selected Alternatives

Comparison Selected Alternatives									
Criteria	Current Arrangement Gresham FES	Alternative 0 Procurement Reforms & Competition	Alternative 1B Two Stations 3 Person Engine	Alternative 1C Two Stations 3-Person Engines w/ 12hr peak crew	Alternative 2 1.5 Stations Mixed career & volunteers	Alternative 3 Special District w/ Levy	Alternative 4 AMR EMS & Purchase Fire Services from Gresham	Alternative 5 Re-energize RFD10 with Alternative 1B level service	Alternative 6 East Multnomah County Fire & EMS Large District
Financial									
Operating Cost per \$1,000 AV	\$1.88	\$1.85 baseline	\$2.00	\$2.30	\$1.73--\$2.00	\$1.85	\$0.29	up to \$2.75	\$1.77 benchmark
Capital Cost Buyout & Startup Costs	\$0	May need to build stations	\$4.57 million	\$4.57 million	\$4.550 million	variable depending on options	\$0	\$4.57 million	Undetermined
New Revenue Increment Needed	Current fees: \$1.29, \$1.40, \$1.50	\$0.35-\$0.56/ \$1,000 AV minimum	\$0.50-\$0.71/ \$1,000 AV	\$0.80-\$1.01/ \$1,000 AV	\$0.23-\$0.71 /\$1,000AV	\$0.35-\$0.56 /\$1,000	Undetermined	\$1.25-\$1.46/ \$1,000 AV	\$0.27- \$0.48/\$1,000 AV
Estimated Operational/Performance									
Response Time: Rapid Response Fire & EMS (Priority 1)	Medium	Medium	High	High	High	High	AMR=High, Fire=Low, close Sta 75?	High	Medium
Total System Capacity (Reserve, reliability, mutual aid)	Med-High	Undetermined	Medium	High	Med-High	Medium	Low	Medium	High
Prevention Fire Marshal	GFES	NA	In-house	In-house	In-house	In-house or GFES	Undetermined	RFD10	District
Governance: Partner Responsiveness	Medium	Undetermined	High	High	High	Medium	Low	Politically Independent	Politically Independent

# Thanks to Our Sources

- Our thanks to the following:
  - Chief Ken Johnson, City of Fairview, Police Department
  - Lt. Wendland, City of Troutdale, Police Department
  - Mr. Scott Lazenby, City Manager, City of Lake Oswego
  - Chief Ted Kunze, Canby Fire District 62
  - Chief Rich Leipfert, City of McMinnville Fire Department
  - Chief Michael Duyck, Tualatin Valley Fire & Rescue
  - Mr. Frank Ray, Budget Analyst, City of Gresham Fire Department
  - Chief Scott Lewis, City of Gresham Fire Department
  - Ms. Sue Martin, Clerk, Multnomah RFPD#10
  - Mr. Patrick Jones, City of Portland, BoEC

**MINUTES  
CITY OF FAIRVIEW  
CITY COUNCIL**

January 8, 2014

**Council Members**

Mike Weatherby, Mayor  
Dan Kreamier  
Steve Prom  
Steve Owen  
Lisa Barton Mullins  
Tamie Arnold

**Staff**

Samantha Nelson, City Administrator  
Heather Martin, City Attorney  
Devree Leymaster, City Recorder

**WORK SESSION – CITY COUNCIL POSITION 2 CANDIDATE INTERVIEWS**

City Administrator Samantha Nelson read the interview questions to each candidate as follows:

1. Please introduce yourself and detail why you applied to be on the Fairview City Council?
2. Do you have any current or past business, personal, school, or organization membership relationships with any of the current councilors? If so, how do you feel the relationships will impact your decision making process?
3. What experience or knowledge do you have that uniquely qualifies you for this position?
4. What do you view as the biggest challenges or concerns facing Fairview in the next year? And the next five years? Do you have experience facing any similar challenges?
5. If appointed to city council, what would be your top goals or priorities to accomplish during your tenure?
6. Open follow-up question time for the council to ask of candidate and for candidate to ask questions of council.

Response summary by each candidate:

Balwant Bhullar

1. I want to be involved in the City. There are some things I don't like. I hear citizen concerns regarding the Police Dept. Want to be in a position to make changes.
2. No relationships to disclose.
3. Prior elected City Councilor, needed to resign for personal reasons.
4. As a business man I face challenges every day. It is my job to solve them. I am successful 99% of the time.
5. To keep Fairview safe.
6. Councilor Prom requested clarification regarding issues with the Police Dept. Mr. Bhullar replied funding problems and that he hears from citizens the police need to do be doing this or that.

Council President Barton Mullins inquired if he would support raising taxes \$1 to \$2 per household to ensure funding for a sixteenth police officer. Mr. Bhullar responded he would look at the budget first, if not possible to fund from the budget, then would ask voters.

Councilor Kreamier inquired what his position is regarding budget: use reserves or balance. Mr. Bhullar replied would use reserves if needed.

Keith Kudrna

1. Past City Councilor Jim Raze suggested I get involved in Council. I started with the Planning Commission with the goal of it leading to City Council. I've served on PC since 2007. I believe in volunteering, being part of the community, and being a part of something bigger.
2. Have casual relationships with some of the Councilors. Councilor Kreamier through volleyball and accounts at the credit union; and Council President Barton Mullins at clean-up projects with Friends of Fairview. These relationships will not influence my decisions, my thoughts are my own. I like to hear all sides and take in all the information to make my own decision.
3. Time served on PC. Have acted as Vice Chair and Chair. Went through the sign code and wetlands amendments process. Worked with businesses and residents to negotiate compromises. Served on the Budget Committee and the Mayor's Visioning Committee. Believe as a member of City Council need to listen to what the people want.
4. In the next year complete all appointments to advisory committees and budget preparation; need to be fiscally responsible. Over the next five years build out Village and Halsey Street, filling out the commercial corridor will improve economics and the quality of life for residents.
5. Would reinstitute some lost positions through a fiscally responsible hiring and management process. Look at reinstating some of the little things, which value to residents, can outweigh larger things i.e. flower baskets, movies in the park, council neighborhood outreach activities, etc.
6. Councilor Prom inquired if he would use reserves to reinstate positions. Mr. Kudrna replied no, would reinstate only if budget allows. Reserves should only be used for critical functions and as a last resort.

Council President Barton Mullins inquired if he would support raising taxes \$1 to \$2 per household to ensure funding for a sixteenth police officer. Mr. Kudrna answered he would need more informations. Would it be a flat fee or based on assessed value? If fiscally responsible, he would not necessarily oppose it. Need answers to the variables.

Councilor Owen inquired what ideas he had for improving development. Mr. Kudrna responded he doesn't have a definite answer. Need to keep open to creative possibilities, have an open mind, get the word out that Fairview has desirable development opportunities.

Councilor Arnold inquired if he had different budget process in mind to reinstate positions. Mr. Kudrna replied, no, hiring would be done at a responsible level with a cautious approach, and when funds coming in increase.

Garth Everhart

1. I am a developer, investor and resident of Fairview. Believe the vision in the 1990's is still applicable and we are drifting from that focus. Need to continue growing and developing. Have experience as a developer and investor.
2. Have a bank account at the credit union, friendships with Councilors, and a member of the Parks & Recreation Advisory Committee.
3. Work experience in investment and budgeting. As a developer I have invested in projects across the northwest. Have knowledge in economic development.
4. Biggest challenge is the budget. Dealing with the issue of compression and Fairview is landlocked with limited vacant land. Need to develop vacant land to its optimal potential.

The PERS issue and the medical portion of it is of concern. Would like to see the city seek advice for how to deal with the increases.

5. Increase revenue through property tax enhancements and develop vacant land.
6. Councilor Owen inquired what steps he would take to spur development. Mr. Everhart replied Wood Village pays SDC and permit fees to encourage development. Ask the VA developer what the city can do to make the property and project more attainable. Initiate regulatory reforms to make the initial phase of development more affordable and the process easy for the developer.

Councilor Kreamier inquired how he would prioritize items within a balanced budget. Mr. Everhart responded public safety, public utilities, and planning. Need to reinstate the planning director position; planning needs to be a priority if you want to capture development opportunities.

Council President Barton Mullins inquired if he would support raising taxes \$1 to \$2 per household to ensure funding for a sixteenth police officer. Mr. Everhart answered would consider if it truly would increase public safety. Not sure an additional officer is needed. Don't understand how the city went from ten to fifteen officers in the last eight years. Officer to citizen ratio seems disproportionate; would need to see the data and report by an expert to decide.

Ted Tosterud

1. Lived in Fairview since 2002 and have always been interested in city government. At one time explored being involved in the state legislature but did not do so due to time demands. Is now retired, has the time to give, and has a lot of business experience.
2. No relationships to disclose.
3. Owned and operated two laboratories and a pharmacy. Merged with Nichols Inst., which is now Quest Laboratories. Served as Director of Operations overseeing the budget. Needed to maintain quality service while reducing costs.
4. In the laboratory field there were constant cost and staff reductions due to reducing revenue. Needed to find ways to move forward and increase revenue.
5. Economic growth and development over the next five years. Through years of working in the laboratory industry had to keep quality up and sustain it.
6. Councilor Owen inquired if he would run in the November 2014 election. Mr. Tosterud replied yes, he plans to run.

Councilor Prom requested clarity regarding budget philosophy – raise revenue or cut services. Mr. Tosterud responded need to provide services that meet revenue. In his business experience he maintained high service levels utilizing the Six Sigma disciplined approach to maximize productivity at a lean cost. It meant more work per staff person, but they provided staff the tools and software to get the work done and increase productivity.

Councilor Kreamier asked if he supports public/private partnerships for economic development. Mr. Tosterud replied he would support working together to further the goals for each. Councilor Kreamier inquired if he would retire a bond debt, if had the resources, or let run out. Mr. Tosterud responded it would depend on the market conditions.

Council President Barton Mullins inquired if he would support raising taxes \$1 to \$2 per household to ensure funding for a sixteenth police officer. Mr. Tosterud answered he

believed in public service and would support it if truly makes citizens safer. Would need to sell to residents; best thing for Fairview and safety.

#### Ronald Muro

1. Want to serve in the community. Have been involved in civic groups and charities since college. As a retired teacher I believe I have something to contribute.
2. Have accounts at local Credit Union where Councilor Kreamier works.
3. Have seen projects through from product concept to implementation. Have worked at a national level to grow business. Besides teaching, I have worked in family business and in the corporate world. I have acted as a mediator, including mediating for FLPOA. I am well practiced in being able to be neutral.
4. Not enough experience to comment on the one year challenges. Over the next five years work to change the identity of Fairview as more upscale and explore riverfront development potential. Mr. Muro compared Fairview to other communities he has done business in i.e. Lake Oswego. It was once a bedroom community that had difficulty keeping its business spaces full. They developed their water front and marketed themselves an upscale community. Now they are thriving. Fairview could do something similar. Fairview is a gem of a city and has the potential to be a hallmark for East County.
5. Work toward optimal development potential for each vacant site. With Fairview being land locked and almost to build out optimal development of the remaining sites is important.
6. Councilor Arnold inquired how he would increase development. Mr. Muro responded the river front is the lynch pin for development and projecting the city's image. Need to market what we have and capitalize on what is in our boundary i.e. Blue Lake Park, Chinook Landing.

Councilor Kreamier inquired about his position on outsourcing services. Mr. Muro replied you to have to keep growing. Expenses keep going up; have to find different ways to grow revenue. City should take advantage of opportunities to provide services outside our boundary.

Councilor Owen inquired what steps he would he take to further develop Village Street. Due to vacancies and foreclosures have struggled to keep occupied and develop. Mr. Muro replied need to market how the city sees itself and collaborate on ways to bring people in to the area and create a point of destination.

Councilor Owen asked if he plans to run in the November election. Mr. Muro answered he is undecided and will determine if appointed, and if making progress and getting things done. Proclaimed himself as being socially liberal and fiscally conservative

#### Brian Cooper

1. I am active in the community. Developed the Friends of Fairview volunteer group and assumed directorship of the Fairview on the Green event. Intend to run for a council seat in the November election. This is an opportunity to get in sooner.
2. Have personal and social relationships with some of the Councilors. Meet with Councilor Owen occasionally on a personal level, Mayor Weatherby assisted with the Fairview on the Green event, and Council President Baton Mullins has assisted in litter pick-up events with Friends of Fairview. Do not believe it would impact my decision making.

3. In business twenty five years, served as past appointed city councilor, attend many city public meetings, and through research have come up with some thoughtful solutions. Sometimes thinking outside the box.
4. In next year deal with budget, whether to and how to fund a sixteenth police officer, and the findings from the Fire Study. In the next five years hope to see build out with larger developments and the river front. Believe could help in the process.
5. Develop and expand public/private partnerships, revisit the river development (explore key issues i.e. dyke), and develop a business retention and expansion program.
6. Councilor Arnold inquired how he would use the website to market businesses. Mr. Cooper responded the city website could be a marketing platform for small businesses; could draw attention to them through awards and recognition.

Councilor Owen inquired how he would revitalize Fairview Village. Mr. Cooper replied work on finishing the vision. A lot hinges on Halsey Street. Village Street is not visible from Halsey Street. Need to foster and encourage development on Halsey Street. Filling the Halsey Street properties is crucial to developing the Village.

Council President Barton Mullins inquired if he would support raising taxes \$1 to \$2 per household to ensure funding for a sixteenth police officer. Mr. Cooper answered would be willing to depending on the need. Not sure the need exists and if adding a sixteenth officer will make Fairview safer. Willing to look at the information and explore.

#### Ted Kotsakis

1. Retired from Clark College, but still work part-time. Have a background in the public realm. Know the process from seeking public opinion, to writing and amending rules, to adoption. Working in higher education you are always in public view. Have experience in management negotiations and mediation. Believe in staying within and living within the budget. Need to meet the needs of the public. Believe in government and the organization; many minds are better than one.
2. Have worked with Councilor's Prom and Owen on the Public Safety Advisory Committee. No personal relationships.
3. Worked in the public sector and am familiar with rules and ordinances, and the process to change. Have been involved with budgets and government and the need to meet the needs of as many as you can.
4. Would look at the coming issues and weigh the needs of the city and citizens and find a balance. The Council may need to make unpopular decisions and I am willing to do so. Have heard about the sidewalk issue and sixteenth police officer. In considering an additional officer I would look at all the facts and statistics and decide based on that.
5. Get to know the individuals and understand the decision making process. Apply skills to help keep on track and earn trust. Provide factual and valuable information.
6. Councilor Prom commented Council has faced some complex issues over the past year i.e. sidewalks and inquired how he may have handled the issues and process. Mr. Kotsakis replied he agrees with information put together, but the information is not out there. He would like to have seen a more open forum and more outreach to citizens regarding the sidewalk issues and options.

Council President Barton Mullins inquired if he would support raising taxes \$1 to \$2 per household to ensure funding for a sixteenth police officer. Mr. Kotsakis answered he

believes there is a need for a sixteenth officer. Statistics show the staffing level is inadequate if there were multiple issues. For the integrity and safety of Fairview there should be a sixteenth officer. Research other ways to raise funds besides the small tax, look at other options and weigh the best way to go.

Councilor Arnold inquired about his position on using reserves to balance the budget. Mr. Kotsakis answered there is a point at which you can for one time situations, but not long term obligations or reoccurring expenses.

Mr. Kotsakis inquired what controversial issues Council may deal with in the next year. Councilor Owen replied the fire study recommendations are coming; safety service issues are controversial. Expect to revisit the riverfront development issue.

Mr. Kotsakis asked what is expected of the person appointed. Mayor Weatherby responded need to work collaboratively with everyone, have you own mind, and not be afraid to ask questions of staff.

Council President Barton Mullins inquired if he intends to run in the November election. Mr. Kotsakis answered if he felt he was contributing then he would consider it.

Renaye Delano

1. Have been in business in Fairview for five years and lived here for thirty six years. Have been increasingly getting involved over the last few years. I have worked with a lot of government contracts and am familiar with how government works; policy and procedures. I have enjoyed working on the different advisory committees. It is wonderful there are so many diverse, qualified applicants that want to help improve the city.
2. As a member of the Fairview Business Association, Economic Development Advisory Committee and Arts & Community Events Advisory Committee I have worked with different Councilors and staff members. Will not influence my decisions.
3. Have worked for and with government entities; understand the rules. I have been in charge of many people at a time, am able to communicate and come across in a positive way to keep things moving forward. I am not a follower; I am an individual and a listener.
4. Don't know what Council has in front of them for 2014. What is behind them needs to be left behind and need to move forward. Over the next five years grow industrial and residential development.
5. If appointed would like to have a policy and process for responding to people who come forward with non-agenda items. Have a more active role in providing feedback and reaching out, if only to acknowledge it is important to them and Council heard them.
6. Council President Barton Mullins inquired if she would support raising taxes \$1 to \$2 per household to ensure funding for a sixteenth police officer. Ms. Delano answered as a resident, no. From the position of Council would look at the budget, review statistical information, and explore strategies to revamp the police department to alleviate one officer on duty, before considering a tax.

Councilor Kreamier inquired if she would support public/private partnerships to spur economic development. Ms. Delano replied, yes, would look at possible collaborations and the benefits of doing so.

Councilor Arnold asked if she would use reserve funds to balance the budget. Ms. Delano answered she would need more information to answer and would need to look at the budget. Reserves are for critical needs. Assess if really need to do at this time and if can, and how long, to replace reserve funds if used.

**COUNCIL MEETING (8:20 PM)**

1. CALL TO ORDER

ROLL CALL

2. CITY COUNCIL APPOINTMENT, POSITION 2: RESOLUTION 1-2014

Mayor Weatherby thanked the candidates for applying and commented they were all great applicants; well versed, and intelligent. Can only appoint one person, but encouraged all the candidates to get involved and stay involved, and reminded the candidates that there will be more than one open Council position in the November 2014 election.

Councilor Arnold moved to appoint Renaye Delano to Council Position #2 and Councilor Kreamier. The motion failed by tie vote.

AYES: 3 – Councilor Prom, Councilor Kreamier and Councilor Arnold

NOES: 3 – Councilor Owen, Council President Barton Mullins and Mayor Weatherby

ABSTAINED: 0

Councilor Prom moved to appoint Ted Tosterud to Council Position #2 and Councilor Kreamier seconded. The motion failed by tie vote.

AYES: 3 – Councilor Prom, Councilor Kreamier and Councilor Arnold

NOES: 3 – Councilor Owen, Council President Barton Mullins and Mayor Weatherby

ABSTAINED: 0

Councilor Owen moved to appoint Ted Kotsakis to Council Position #2 and Council President Barton Mullins seconded. The motion failed by tie vote.

AYES: 3 – Councilor Owen, Council President Barton Mullins and Mayor Weatherby

NOES: 3 – Councilor Prom, Councilor Kreamier and Councilor Arnold

ABSTAINED: 0

Councilor Kreamier moved to appoint Ronal Muro to Council Position #2 and Councilor Arnold seconded. The motion failed by tie vote.

AYES: 3 – Councilor Prom, Councilor Kreamier and Councilor Arnold

NOES: 3 – Councilor Owen, Council President Barton Mullins and Mayor Weatherby

ABSTAINED: 0

Councilor Owen moved to appoint Keith Kudrna to Council Position #2 and Council President Barton Mullins seconded. The motion failed by tie vote.

AYES: 3 – Councilor Owen, Council President Barton Mullins and Mayor Weatherby

NOES: 3 – Councilor Prom, Councilor Kreamier and Councilor Arnold

ABSTAINED: 0

Council President Barton Mullins moved to postpone the appointment to Council Position #2 until the November 2014 election and Councilor Prom seconded. The motion passed by majority. Councilor Arnold voted no.

AYES: 5

NOES: 1

ABSTAINED: 0

### 3.ADJOURNMENT

Councilor Owen moved to adjourn the meeting and Council President Barton Mullins seconded. The motion passed, and the meeting adjourned at 8:45 PM.

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.

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Devree Leymaster  
City Recorder

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Mike Weatherby  
Mayor

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Date of Signing

**MINUTES  
CITY OF FAIRVIEW  
CITY COUNCIL**

January 15, 2014

**Council Members**

Mike Weatherby, Mayor  
Dan Kreamier  
Steve Prom  
Steve Owen  
Lisa Barton Mullins  
Tamie Arnold  
Ted Tosterud (*appointed mid-meeting*)

**Staff**

Samantha Nelson, City Administrator  
Allan Berry, Public Works Director  
Lesa Folger, Deputy Finance Director  
Heather Martin, City Attorney  
Devree Leymaster, City Recorder

**WORK SESSION (6:00 PM)**

**1. PRESENT LETTER TO CONGRESSMAN EARL BLUMENAUER**

Metro Councilor Shirley Craddick presented a draft letter from Metro to Congressman Earl Blumenauer in support of federal transportation funding legislation. Metro Council recently approved a resolution forwarded by the Joint Policy Advisory Committee on Transportation (JPACT) endorsing a regional position on federal transportation policy; Councilor Craddick provided a copy of the resolution. JPACT will continue their discussion regarding the legislation in February. If JPACT supports, then Metro Council will support and encourage moving the legislation forward. Councilor Craddick is asking cities to consider supporting the letter and Metro resolution.

Councilor Craddick explained the region depends on federal funding for transportation. Funding is shrinking and the needs for maintaining a safe transportation infrastructure are not being met. The proposed legislation will help rebalance the fund. One piece is the authorization to increase the gas tax with a six year sunset. During that time other sustainable funding options will be researched i.e. tax based on miles driven.

Mayor Weatherby inquired how electric cars would be affected. Councilor Craddick replied there is no current discussion regarding a tax for electric vehicles.

Councilor Prom commented he would not support a mileage based tax. Opposed to vehicles being tracked; government would be overstepping.

Councilor Kreamier inquired about the funds being directed for bicycle improvements. Need to look at how the current funds are being spent and if it is on projects that benefit a few (bikes) or many (vehicles). Councilor Craddick responded most bike people own cars and only 2% of the transportation funding is for bike/ped infrastructure.

Councilor Craddick reiterated this is not about Metro, but about being interested in supporting legislation to increase transportation funding.

City Administrator Nelson remarked funds are dedicated to specific projects. Federal funds often come with stipulations and the categorization of the funds is determined at the federal level.

## 2. COMMISSIONS, COMMITTEES & TASK FORCES – COUNCIL CREATED COMMITTEES

City Administrator Samantha Nelson summarized Council directed staff to develop a standardized process for the creation and administration of Council created advisory bodies. In October, staff presented a draft for Council to review. At that time, Council created a subcommittee to review, revise and present for consideration of adoption. Councilor Arnold, Councilor Kreamier, and Councilor Prom participated on the committee.

City Administrator Nelson reviewed the revisions as recommended by the committee. Term limits were set, unless otherwise approved by a majority vote of council. The creation and dissolution of an advisory body requires a majority vote of council. The number of committees a person can serve on is two, unless otherwise approved by a majority vote of council. The role of the council liaison is clarified. Chair and Vice Chair positions are one year appointments; members will rotate. A quorum is defined as a majority of voting members, one of whom must be a chair or vice chair. Further detail will be specified in a resolution for policies and rules i.e. report to council, length of time an application is active, advertising for vacancy, etc. Work has already begun on this phase and is going well.

Councilor Owen inquired if the language referred to Planning Commission. City Attorney Heather Martin replied yes, all the sections not mandated by state law. City Administrator Nelson commented some committees may have unique situations, which, will be included in their specific committee code language.

As there were no further questions, Mayor Weatherby adjourned the work session.

## **COUNCIL MEETING (7:00 PM)**

### 1. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Weatherby deferred the second reading of Ordinance 3-2014: Repeal Public Safety Advisory Committee to the first meeting in February. Mayor Weatherby stated the reason for the schedule change was to honor the request of Councilor Arnold, who requested time to revitalize the committee and prepare to present options.

### 2. CONSENT AGENDA

- a. Minutes of December 4, 2013
- b. PGE Franchise Agreement Extension: Resolution 1-2014
- c. FPOA Contract Agreement: Resolution 2-2014

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

AYES: 6

NOES: 0

ABSTAINED: 0

### 3. CITIZENS WISHING TO SPEAK ON NON-AGENDA ITEMS

Mr. John Charles, 4850 SW Schools Ferry #103, Portland, OR 97225 provided a packet, "Why Cities and Counties Should Consider LEAVING TRIMET", to Council and reviewed some of the information. Mr. Charles proposed Council consider leaving TriMet as their cost structure is not sustainable. Cities do have an option to withdraw. Some cities that withdrew and have their own transit report the service to their citizens is better and the payroll tax to their businesses is less than what was being paid to TriMet. With TriMet's unsustainable funding it is likely service will decline and costs will increase. Mr. Charles encouraged the Council to consider and explore options; it doesn't have to be one large transit operator.

Councilor Prom commented this is on the Councils' radar. The renewal and option to leave TriMet is in 2016. Mr. Charles replied one option to pull out is at renewal and it requires a petition process, or a city can put the request to leave TriMet on the ballot prior to renewal.

Councilor Owen inquired if we do pull out, how will it work for a small city whose majority of people use transit to get out of Fairview. Mr. Charles responded the city could look at partnering with other cities who may be looking to opt out or Fairview could do it on their own. Sandy, OR did it on their own and has a very successful transit system that cost less and better serves their citizens.

Mr. Keith Kudrna, 1630 NE 207<sup>th</sup> Place, Fairview, OR 97024 commented the current Council is comprised of strong, driven individuals and with that comes the potential for disagreements. Council is charged with making decisions and not making a decision is not an answer, and can make a situation worse. Fairview citizens deserve better. Mr. Kudrna inquired why they stopped the council appointment nomination process when it was not complete. There was no deliberation prior to voting, and that was troubling; not only at the December 4 meeting, but at a prior meeting relating to PRAC appointments. How can Council make effective decisions without any discussion? Mr. Kudrna challenged the Council to answer why they did not make a decision last week during their council update.

Council President Barton Mullins thanked Mr. Kudrna for his comments and remarked the criticism is deserved. For her part, she believed continuing the nominations would result in repeat tie votes. Since an appointment was unlikely, she moved to let the voters decide in the November election.

### 4. CITY ADMINISTRATOR AND DIRECTOR REPORTS

City Administrator Samantha Nelson noted budget meetings are in April and it is time to look at, and plan, for projects for the next fiscal year. She encouraged Council liaisons to work with their committees and bring their ideas to the goal setting session in February. March is budget time for staff. Citizens can contact her if they have questions or comments. The Volunteer Recognition event is coming up. The event will be in spring, the date is yet to be determined. As this is a Council event, City Administrator Nelson requested Mayor Weatherby enlist a council subcommittee to help plan the event with staff.

Mayor Weatherby inquired if Councilors were interested in being on the committee. Council President Barton Mullins, Councilor Owen, and Councilor Arnold expressed interest and were appointed to the committee.

## 5. MAYOR/COMMITTEE REPORTS AND COUNCIL COMMENTS

Councilor Arnold reported she was recently appointed to the League of Oregon City Community Development Policy Committee and has been accepted into the Masters' Program at OHSU for Health Care Administration. In response to Mr. Kudrna, Councilor Arnold remarked he is right. They do have an obligation to make decisions and can do better. She is hopeful they will appoint a new city councilor tonight. In reference to the PRAC appointments, they were deferred, as were all advisory committee appointments, until the review, revisions and adoption of code language and policies and procedure were completed.

Council President Barton Mullins reported attending the following meetings: East Multnomah County Transportation Committee (EMCTC), Joint Policy Advisory Committee on Transportation (JPACT), East Metro Economic Alliance (EMEA) board and luncheon, and the Three Cities. JPACT Chair Carlotta Collette announced she is leaving and Craig Durkson will take her place as Chair. At EMEA, the board did a year-end review, main focus on membership, and Jim Francesconi was the guest speaker at the membership luncheon. He spoke about his upcoming election and campaign and was very interested to hear our ideas and comments. The findings of the PSU Fire Study commissioned by the three cities (Troutdale, Wood Village and Fairview) were presented at the joint Three Cities Council Meeting. Council President Barton Mullins noted she will be attending the Parks and Recreation Advisory Committee (PRAC) tomorrow night.

Mayor Weatherby stated it is his desire to make an appointment to the vacant Council seat. There is a good group of people. Need to work together.

Councilor Owen remarked on the PSU fire study presentation and the Three Cities meeting. The meeting was constructive and a lot of good information was shared. The next step is for each Council to individually review and discuss the study. Some of the information shared was Fairview currently pays approximately \$800,000 for fire and medical services and three quarters of the calls are medical related, but the policy is to dispatch fire to every call. One consideration is how to determine what response is needed and is there a better way to provide medical emergency services. This is a potential discussion to have with Gresham.

Councilor Owen responded to Mr. Kudrna's request, agreeing that there was a lack of decision making. He feels there is a renewed energy and the importance of the ability to move forward and appoint to fill the vacancy is understood. The appointment will also help provide additional balance.

Councilor Owen requested City Administrator Nelson research and provide the estimated payroll taxes Fairview businesses contribute to TriMet. It would be interesting to know. Councilor Kreamier agreed they should review the TriMet payroll tax information and requested Mayor Weatherby reach out to Wood Village and Troutdale to see what their stance is.

Councilor Kreamier presented an EDAC created, and approved, business survey. EDAC is requesting approval from Council to move forward and mail the survey out. Councilor Kreamier provided the survey to Council for review. If approved, the results will be shared with Council by the EDAC chair in March or April.

Councilor Kreamier remarked he appreciated Mr. Kudrna's comments. He, too, is looking forward to moving forward and appointing a seventh councilor and getting the committee appointments filled in a timely fashion

Councilor Prom commented on the PSU fire study. Valuable information and different options are provided. This information can assist in making some good decisions. Councilor Prom noted he thinks the TriMet payroll tax collected is fairly large and disproportionate to service levels. In response to Mr. Kudrna, Councilor Prom replied that historically discussion is not part of the process and agreed if they did discuss it, would have been more likely to make a decision.

## 6. PRESENTATIONS

None.

## 7. COUNCIL BUSINESS

### a. Reconsider Appointment to Council Position #2

Councilor Owen moved to reconsider the appointment to Council Position #2 and Councilor Arnold seconded. The motion passed by majority.

AYES: 6

NOES: 0

ABSTAINED: 0

Councilor Owen stated there were many qualified candidates. Council needs to move forward. It is important to fill the vacant seat. He remarked there is energy up here and is hopeful Council will be able to fill the seat tonight.

Councilor Kreamier commented he looks forward to filling the seat and getting advisory committee appointments completed.

Councilor Owen moved to appoint Mr. Ted Tosterud to Council Position #2 and Councilor Prom seconded.

Council President Barton Mullins commented Mr. Tosterud is not her first or second choice. She believes others were more qualified and is sorry they couldn't get them seated. She agreed having a seventh councilor will make it easier to move forward and get things done this year. Council President Barton Mullins remarked Mr. Tosterud's has a strong business background and believes he will be independent. She appreciates that, and stated she would support him.

Councilor Arnold remarked Mr. Tosterud is not her first choice. In fact, her first choice was not even nominated. Councilor Arnold expressed disappointment in that, and believes every person who participated deserved to be voted on. Councilor Arnold stated the candidate she did nominate has since pulled their name from consideration. She still stands by the nomination and is sorry for the comments that played out in the Gresham Outlook; it was disrespectful.

Councilor Kreamier stated Mr. Tosterud is a well-spoken, articulate individual who can bring knowledge to the Council. He is appreciative of Mr. Tosterud's extensive business experience. He is interested in learning more about the quality control processes Mr. Tosterud referred to in his interview. Councilor Kreamier commented on the importance of a diverse Council who represents all the demographics of Fairview. Of the current Council, three are in the Village, and two in Old Town. With Mr. Tosterud they will have one by the lakes.

Councilor Prom commented when considering applications last week, some qualified applicants were not nominated, but the reality was it would have been more of the same thing if they were nominated. Some of the candidates who were not nominated were very polarizing and that is why I

chose to nominate Ted Tosterud first because I felt he was the most neutral. Based on his background and experience I thought he would be a good, neutral, individual thinker, which is what I think we need for Council; not a polarizing individual one way or the other.

Mayor Weatherby agreed and called for a vote. The motion to appoint Mr. Ted Tosterud to Council Position #2 passed unanimously.

AYES: 6

NOES: 0

ABSTAINED: 0

Mayor Weatherby requested Mr. Tosterud be sworn in to office immediately. City Administrator Nelson replied staff did not have the oath ready, were not aware this may happen, but can access it and get it ready. Councilor Arnold requested the oath of office be performed later in the meeting, rather than being deferred to the next meeting. Mayor Weatherby agreed.

b. Amending FMC 16.15 – Erosion Control Plan: Ordinance 4-2014  
1st Reading & Introduction

City Recorder Devree Leymaster read the first reading of the ordinance by title. Public Works Director Berry summarized Fairview is a co-permittee with Gresham for the NPDS permit regulating the discharge of stormwater. A result of the recent EPA audit outlined areas of the permit that need further attention and were included in the Administrative Compliance Order. DEQ suggested Fairview adopt similar procedures as Gresham to provide consistency in filed work and reporting since we are co-permittees. The proposed Erosion Control Plan provides effective and efficient compliance measures as required and is complimentary to Gresham's plan.

c. Adopting FMC 9.21 Requiring Compliance with US Controlled Substance Act and Amending FMC 5.05 Business License Provisions: Ordinance 5-2014 - 1st Reading & Introduction

City Recorder Leymaster read the first reading of the ordinance by title. Councilor Arnold inquired why the delinquent fee increased. City Recorder Leymaster replied there is no change to the delinquent fee it is and has been \$15 per month. The change to \$25 in the exhibit is an error. It will be corrected for the next reading.

d. Adopting FMC 2.14 Commissions, Committees, and Task Forces – Council Created Advisory Committees: Ordinance 7-2014 - 1st Reading & Introduction

City Recorder Leymaster read the first reading of the ordinance by title. City Administrator Nelson summarized the proposed language creates a standardized processes for the creation and administration of all advisory committees, task forces, and commissions. A committee of Councilor Arnold, Councilor Prom, and Councilor Kreamier was created and directed by Council to review the code language and make recommendations. The proposed revisions were reviewed with Council at a work session. This draft language will be the governing piece for all committees if adopted. An associated resolution outlining the more specific details is being worked out by the committee and will be presented at a future meeting.

- e. Amending FMC 1305, 13.10 & 13.30 Utility Billing Delinquent Penalty Fee Amounts:  
Ordinance 8-2014 - 1st Reading & Introduction

City Recorder Leymaster read the first reading of the ordinance by title. Deputy Finance Director Lesa Folger remarked the proposed changes reduce the penalty fee on delinquent utility bill balances from 10% to 5%, as directed by Council, and the balance upon which a penalty is charged is increased from \$5 to \$10.

Councilor Kreamier inquired if the grace period is extended. Deputy Finance Director Folger replied not in this ordinance. Staff is still working on the logistics of extending the grace period. It will be a separate ordinance with the first reading on February 5 or 19.

- f. Oath of Office

City Attorney Heather Martin recited the Oath of Office to newly appointed Councilor Ted Tosterud, who sited it back. Councilor Tosterud stated he will give a 100% and do a good job for council and the citizens of Fairview.

## 8. PUBLIC HEARING

- a. Park Hours Amendment: Ordinance 1-2014 – 2nd Reading

City Recorder Leymaster read the second reading of the ordinance by title. Mayor Weatherby opened the public hearing. There was no public comment. Mayor Weatherby closed the public hearing

Council President Barton Mullins commented she appreciates the park hours being more cohesive.

Councilor Owen moved to approve Ordinance 1-2014 and Councilor Kreamier seconded. The motion passed by majority. Councilor Tosterud abstained due to lack of experience with the topic.

AYES: 6

NOES: 0

ABSTAINED: 1

- b. Arts & Community Events Advisory Committee Membership Amendment: Ordinance 2-2014  
2nd Reading

City Recorder Leymaster read the second reading of the ordinance by title. 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 2-2014 and Councilor Arnold seconded. Councilor Tosterud abstained due to lack of experience with the topic.

AYES: 6

NOES: 0

ABSTAINED: 1

c. Repeal Public Safety Advisory Committee: Ordinance 3-2014 - 2nd Reading

Ordinance was pulled from agenda by Mayor Weatherby and rescheduled for the first meeting in February. Mayor Weatherby inquired if Mr. Les Moore would still like to speak. Mr. Moore, 2506 NE 205<sup>th</sup> Avenue, Fairview, OR withdrew his request to speak on the item at this time; will speak during the public hearing at the meeting in February.

9. ADJOURNMENT

Councilor Owen moved to adjourn the meeting and Councilor Arnold seconded. The motion passed, and the meeting adjourned at 7:58 PM.

AYES: 7

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.

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Devree Leymaster  
City Recorder

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Mike Weatherby  
Mayor

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Date of Signing



## FAIRVIEW CITY COUNCIL STAFF REPORT

**Date:** February 5, 2014  
**To:** Mayor and City Council  
**Through:** Samantha Nelson, City Administrator  
Heather Martin, City Attorney  
**From:** Ken Johnson, Chief of Police  
**Subject:** Resolution/Ordinance Number: 5-2014

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### Addresses Council Goal

N/A

### Report in Brief

The Fairview Police Department partners with the City of Portland for police records management. The Portland Police Data System (PPDS) is old and outdated and is being replaced. Fairview must either join with the new system or spend millions of dollars to purchase our own police records management system.

### Background

The Portland Police Bureau has administered the Portland Police Data Base System (PPDS) since 1982. The system is old and outdated and must be replaced. All law enforcement agencies in Multnomah County are partners in the PPDS records management system. When Portland decided to replace PPDS, they elected to pursue a records management system that would reach as many regional partners as possible. As a result, RegJIN was born (Regional Justice Information Network). RegJIN is designed to support all law enforcement agencies within a five county area, including our partners in Clark County Washington. This will greatly enhance information sharing, which will result in improved crime prevention and detection.

Replacement of the records management system is essential so we can update technology, improve efficiencies and enhance crime reporting and data collection.

Police records management systems are critical to police operations. Simply stated, a police department cannot function without a records management system. Stand-alone systems are very expensive and do not allow for shared information, which is critical to keep our communities safe and secure.

Fifteen (15) agencies have been selected to participate in an early roll out of the new system (approximately April 2014). Fairview Police has been selected as one of the fifteen. This will give us the opportunity to influence the final version, better serving the needs of the Fairview community.

### **Fiscal Impact**

We currently pay a flat rate of \$750 per month to the City of Portland for PPDS. The cost for RegJIN has been set at \$59 per commissioned officer. Based on fifteen (15) officers this will raise our monthly rate to: \$885, an increase of \$135 per month or \$1,620 annually. Estimated impact for the 2013-2014 budget is an increase of \$405.

### **Community Involvement**

Portland has done some public education and the Gresham Outlook recently published an article on the impact of RegJIN for the Gresham Police Department

### **Alternative Courses of Action**

Elect not to partner with the regional agencies and purchase our own records management system (several million dollars plus annual operational costs).

### **Recommendation/Suggested Motion**

Staff recommends approval of Resolution 5-2014, authorizing the City Administrator to sign an IGA with the City of Portland for police records management.

### **Attachments**

- Resolution 5-2014
- IGA with the City of Portland

**RESOLUTION**  
**(05-2014)**

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND FOR A LAW ENFORCEMENT REGJIN RECORDS MANAGEMENT SYTEM.**

**WHEREAS**, the City of Portland has acquired a law enforcement Records Management System (RMS) to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

**WHEREAS**, the City of Fairview as an agency within Multnomah County and consider a Regional Partner Agency (RPA); and

**WHEREAS**, the City of Fairview and other RPA's find that a primary objective of the region is to develop a shared common database available in the RMS in order to cooperatively prevent criminal activity, track resource utilization, facilitate rapid and efficient communications, provide immediate and coordinated assistance among agencies for day-to da, tactical, and strategic operations, improve the ability of law enforcement to prevent and solve criminal activity through shared system functionality and cooperative operations, effectively prosecute criminals, and identify short and long term leveraging opportunities for cost effective infrastructure investments to meet regional requirements, and

**WHEREAS**, the City of Fairview recognizes that regionalization and interoperability provides a cost effective and efficient acquisition of the RMS and improvements through economies of scale, coordination and sharing; and

**WHEREAS**, the City of Fairview and the other RPA's desire to create a User Board to provide input, guidance and strategic direction for the RMS, and

**WHEREAS**, the Fairview City council determines it is in the City's best interest to enter into the proposed Master Intergovernmental Agreement for the User Board of the Regional Justice System (RegJIN) No. 30003644 as proposed.

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

**Section 1**      The Fairview City Council hereby authorizes the City Administrator to enter into an Intergovernmental Agreement with the City of Portland for the User Board of the Regional Justice System (RegJIN) No. 30003644 as proposed and attached 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 5<sup>th</sup> day of February, 2014.

ATTEST

\_\_\_\_\_  
Mayor, City of Fairview  
Mike Weatherby

\_\_\_\_\_  
City Recorder, City of Fairview  
Devree Leymaster

**REGJIN**  
**MASTER**  
**IGA**

**MASTER INTERGOVERNMENTAL AGREEMENT FOR THE USER BOARD OF THE  
REGIONAL JUSTICE INFORMATION SYSTEM (RegJIN)  
No. 30003644**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into, pursuant to Oregon Revised Statutes ("ORS") 190.003 to 190.085, and Revised Code of Washington ("RCW") 39.34.030 by and among the City of Portland, an Oregon municipal corporation ("City"), and the Regional Partner Agencies (herein collectively, the "RPA").

**RECITALS**

WHEREAS, the City has acquired a law enforcement Records Management System ("RMS") to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the City and RPA find that a primary objective of the region is to develop a shared common database available in the RMS in order to cooperatively prevent criminal activity, track resource utilization, facilitate rapid and efficient communications, provide immediate and coordinated assistance among agencies for day-to-day, tactical, and strategic operations, improve the ability of law enforcement to prevent and solve criminal activity through shared system functionality and cooperative operations, effectively prosecute criminals, and identify short and long term leveraging opportunities for cost effective infrastructure investments to meet regional requirements; and

WHEREAS, the City and RPA desire to create a User Board to provide input, guidance and strategic direction for the RMS; and

WHEREAS, regionalization and interoperability provides a cost effective and efficient acquisition of the RMS and improvements through economies of scale, coordination and sharing; and

WHEREAS, use of the City's RMS assets with the RPA will increase overall system reliability and reduce duplicative systems while allowing for shared information; and

WHEREAS, creation of this Intergovernmental Agreement for the RMS may also be expanded to include other public safety technologies in the future; and

WHEREAS, the participating jurisdictions now desire to enter into this Agreement, and being fully advised; and

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants contained herein, it is agreed as follows:

**1. DEFINITIONS:**

The following is a definition of terms used herein:

- A. "Capital Cost" is the estimated and budgeted amount required, including but not limited to, the direct cost for hardware, software, project management, planning, design, engineering, procurement, labor and materials for designing, procuring, installation, testing, commissioning, training, and otherwise implementing the

RMS and its future components. Capital Cost does not include non-City RPA assets, non-City RPA specific applications, data conversion of data not contained in the Portland Police Data System (PPDS), the RPA side of RMS System interfaces, non-City user devices such as computer workstations, mobile computers, desktop and mobile computer operating system software and printers, and non-City network components.

- B. "Days" means calendar days, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later, unless otherwise specified by the Agreement.
- C. "City/RPA Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City and/or RPA, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPPA, Computer Fraud and Abuse Act), (8) criminal history information that is not subject to disclosure based on State of Oregon, State of Washington, or Federal rules and regulations, (9) criminal investigation information, (10) tactical and strategic public safety information, and (11) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City and/or RPA including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.

"Confidential Information" includes, but is not limited to, any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing party.

- D. "Cost Sharing Formula" is the plan and periodic amendments thereof, adopted by the City based on recommendations by the User Board that apportions User

Fees, capital, operation, maintenance, repair and replacement costs and use of grant funding among the Entry and Inquiry Only RPA. The Cost Sharing Formula is attached as Exhibit A.

- E. "Entry RPA" includes the City of Portland and any authorized agency who enters data into the RMS. Entry RPA may take part in decisions or activities of the User Board in which the Entry RPA has discretion to participate. Entry RPA shall have full voting rights. The City shall be considered an Entry RPA for voting purposes.
- F. "Inquiry Only RPA" is an agency who has access to view the RMS data but does not input any data. Inquiry Only RPA have no voting rights on the User Board.
- G. "Operation and Maintenance Cost" are the budgeted amount required for the operation and maintenance of the RMS which may include, but not be limited to, the direct cost for: license fees, vendor support costs, software and hardware upgrade and/or replacement costs, maintenance, personnel, facilities use and rental costs, and training for the upcoming year. Operating and Maintenance Cost shall be allocated to the Entry and Inquiry Only RPA according to the Cost Sharing Formula.
- H. "Project" shall mean any effort undertaken by the System Manager, as recommended by the User Board, to improve or modify the RegJIN RMS.
- I. "Quorum of the Board" is comprised of fifty (50) percent of the Entry RPA, plus one.
- J. "RPA Asset" shall mean hardware, software, equipment, real property and fixtures, owned or leased by any RPA.
- K. "RPA" shall mean Inquiry Only and Entry Partners
- L. "Records Management System" is the tangible assets and/or Systems acquired or purchased by the City to develop, implement and operate the RegJIN RMS.
- M. "RegJIN RMS" is the law enforcement records management system acquired and implemented by the City of Portland for use by the RPA.
- N. "Strategic Plan" is the plan and periodic amendments thereof, setting forth the vision, strategy and benefits for the RegJIN RMS as recommended by the User Board and approved by the City.
- O. "System Manager" is the individual and his/her designated named backups appointed by the City of Portland to manage and operate the RMS on a daily basis.
- P. "Technology Management Plan" is the plan and periodic amendments thereof, that is recommended by the User Board and approved by the City that provides technical guidance for operation, maintenance, and repair of the RMS.

- Q. "Unanimous Vote" or "Unanimously" means that approval is required by the City and all Entry RPA present at a User Board meeting. A Quorum of the Board is required for all Unanimous Votes.
- R. "Upgrade Plan" is the Plan for upgrading the RMS, and periodic amendments thereof, that is recommended by the User Board and approved by the City, including, but not limited to, detailed technical designs, estimated budget for the capital costs of acquiring, constructing, and deploying the technical design, estimated budget for upgrading the RMS.
- S. "User Board" is the administrative body of the RegJIN User Board.
- T. "User Fees" are fees set by the City for RPA access and use of the RMS and as agreed to between the City and a RPA in a Participating IGA.
- U. "Withdrawal Plan" is a plan providing the manner of complete withdrawal for an RPA, or for an Entry RPA to move to an Inquiry Only RPA.

2. **ESTABLISHMENT OF USER BOARD:**

There is hereby established the RegJIN User Board ("User Board") for the purpose as described below and subject to the terms and conditions herein. The User Board is established to plan and advise the City of Portland in the operation of the RMS, which serves the geographic area encompassed by Clackamas, Columbia, Multnomah, and Washington Counties of Oregon State and Clark County of Washington State (along with future RPA). Thereafter, the RPA may recommend expansion of the System and pursue other services as agreed to by the City and Entry RPA.

3. **STATEMENT OF PURPOSE:**

General

The User Board is formed to create a user based structure for making recommendations to the City regarding the planning, funding, operations, and maintenance of the RMS including, but not limited to, transition planning, User and administrative training procedures, training equipment and facilities, uniform data entry, complying with federal and state reporting requirements, maintaining data integrity, operational efficiencies, physical backup and redundancy, and obtaining and managing additional resources such as grants to support RMS maintenance, enhancement, and extension. The User Board may perform functions, which may include, but are not limited to the following:

- A. Cooperatively develop or review and recommend changes or adoption of a Strategic Plan for maintaining the viability and efficiency of the RMS.
- B. Review and recommend which RMS data and applications will be shared among the City and RPA.
- C. Cooperatively develop or review and recommend changes or adoption of a coordinated long-term plan for capital and operating funding of the RMS, including methods to allocate costs.

- D. Review and recommend changes to established Standard Operating Procedures (SOPs) and technical standards for the operations and business continuity of the RMS.
- E. Review and recommend changes or adoption of the RMS Technology Management Plan.
- F. Review and recommend changes to the operational and maintenance procedures of the RMS for assets owned by the City in a manner that resolves operational interface issues with each RPA's local assets.
- G. Recommend admission of new RPA.
- H. Review and recommend changes to RMS operational and maintenance procedures with the goal of balancing regional requirements against Entry RPA data collection and reporting autonomies.
- I. Apply for grants and other available funding sources to fund RMS enhancements and capability extensions.
- J. Participate in, and recommend process changes to ensure the successful deployment of the RMS and, in the future, RMS extensions and enhancements.
- K. Review and recommend changes of the annual operational budget developed to support and fund the RMS.
- L. Review and recommend Changes to the RMS Cost Sharing Formula.

4. **ADMINISTRATIVE BODY:**

The User Board shall have the duties as provided below.

- A. The User Board, as an advisory group formed to furnish advice to the City of Portland, shall be subject to and comply with the requirements of the Oregon Public Meetings laws.
- B. The User Board shall be composed of one representative appointed by each Entry RPA, which includes one representative appointed by the City. The User Board shall elect a Chair, and Vice-Chair who shall each serve for a two year term. The Chair, or in the Chair's absence the Vice-Chair, shall preside over all User Board meetings.
- C. The Entry RPA, through the Board, shall administer the operation of the User Board. Each Entry RPA and the City shall have one vote. Each Entry RPA shall appoint, at its pleasure, one primary representative, and one alternate representative who may attend all Board meetings. The primary and alternate representatives may jointly participate in all discussions of the User Board; provided however that the vote of the Entry RPA shall be cast only by the primary representative, unless the primary representative is absent, in which event the alternate representative may cast the Entry RPA's vote. No User Board member

may grant proxy voting power to another User Board member from another Entry RPA. A tie vote shall not be sufficient to pass a measure or recommendation.

- D. The Board may meet monthly at the discretion of the Chair, but in no event less than twice per year. It may meet more frequently as determined by the Chair or as requested by any Entry RPA or the City.
- E. A Quorum of the Board is required for the User Board to make any official recommendation or action.
- F. Unless otherwise provided herein, all User Board actions shall require approval by a majority of the Entry RPA present at an official Board meeting.
- G. The User Board Chair shall be responsible for providing notices of public meetings and keeping of minutes in compliance with Oregon Public Records laws. The minutes shall summarize the discussions completed during Board meetings and include all official actions taken by the Board, along with any vote tallies associated with those actions.
- H. The Chair or designee shall represent the User Board at official public meetings as requested by the City or other Entry RPA during which the Chair or designee shall report on the opinion and/or recommendations of the Board regarding specific issues being discussed that are relevant to the Board or RMS. The Chair or designee shall limit their participation in this capacity to reporting on official actions and recommendations taken by the Board.
- I. The User Board shall undertake the following:
  - 1. Review and recommend changes to the Strategic Plan developed by or updated by the City.
  - 2. Review and recommend changes to the Technology Management Plan developed by or updated by the City.
  - 3. Review and recommend changes to the Cost Sharing Formula developed by or updated by the City.
  - 4. Review and recommend changes to the annual objectives and work plans developed by the System Manager.
  - 5. Review and recommend changes to the general policy guidelines and/or Standard Operating Procedures developed by the System Manager for the RMS.
  - 6. Provide oversight and direction regarding User Board operations.
  - 7. Establish committees and appoint committees as needed.
  - 8. Review and comment on all Plans at least once every four years.
  - 9. Makes other recommendations as necessary.

- J. The User Board shall review and make recommendations on the acceptance of any new RPA as outlined in Section 10. Recommendations on acceptance of a new RPA shall be by Unanimous vote.
- K. The User Board, at its first organizational meeting, or as soon thereafter as reasonable, shall adopt rules governing its procedures, and including at a minimum 1) time and place of regular meetings; 2) method and manner of calling special meetings; 3) method, term and manner of election of User Board officers; and 4) establish committees and appoint committee representatives from among the RPA; and 5) any other procedures deemed necessary as outlined in Section 7.

**5. PROJECTS AND FUNDING:**

- A. Funds for Capital Cost of the initial RMS implementation will be contributed by the City. Funds for the Capital Costs of future components of the RMS will be jointly contributed by the City and other RPA based on a recommended allocation formula, taking into account application of grant funding and credit for contributed assets, if any. The RPA agree to request such grant funding whenever possible.
- B. According to adopted Strategic and Cost Sharing Formulas, the User Board may recommend Projects which further improve, expand, enhance and support the RMS, including, but not limited to, acquisition of hardware, software and equipment, upgrades and other steps to improve and extend the RMS.
- C. Entry RPA may propose improvements to the RMS by giving written notice to the User Board, describing the proposed improvement and identifying its benefits. Within 90 days, the User Board shall meet to discuss the proposal and determine if there is interest in pursuing the proposed Project. If so, the User Board shall direct the System Manager to research the proposed Project to determine or confirm any cost and operational impacts and to report back on the findings to the User Board. Subsequent to receiving the System Manager's report, the User Board may hold a vote to recommend whether or not the proposed Project should be undertaken.
- D. Any significant changes to the RMS shall consider the following factors, including but not limited to, sources of funding (City, RPA, available grants and other sources), technical and business impact to the City and RPA, and the recommendation(s) of the User Board. Capital and Operating Costs for such changes shall be allocated among the City, Entry and Inquiry RPA as determined by the Cost Sharing Formula and incorporated into each RPA's Participating IGA as part of the User Fees.
- E. Each RPA agrees to inform the User Board of potential grant sources and thereupon the User Board shall determine if the User Board should pursue that source. If the User Board declines to pursue that source, then the individual RPA may seek those grant funds on its own and, if successful, may choose to apply

the grant funds for the benefit of the User Board or to its local match or share if it is an allowable use of grant proceeds.

- F. Any increase in either A, B, C and/or D above may be recommended by the User Board and approved by the City so long as the total cost impact per subsection to all RPA is no greater than 5% per year, and no greater aggregate than 10% per year. Any subsection with a cost impact greater than the 5% or 10%, shall be voted upon by a Quorum of the User Board and approved with a majority vote.

**6. USER BOARD MANAGEMENT, OPERATION AND FUNDING:**

- A. The User Board shall make recommendations as to the best method for the administration, management, and operation of the RMS. The User Board shall review and make recommendations on the annual budget prepared by the System Manager for managing and supporting the RMS.
- B. The User Board shall be self-sufficient in its operation. The City and RPA will participate at their own cost, time and expense.

**7. COMMITTEES:**

The User Board may establish committees from time to time as it deems necessary. Generally, the User Board will consider establishment of committees in the following areas:

- A. Engineering/Technical
- B. Policy
- C. Customer/User
- D. Finance/Budget

When a committee is established by the User Board, the City and each Entry RPA is entitled to have one voting representative on the committee. The Chair may limit these committees to an appropriate size for conducting its business. The Chair will recommend a procedure for limiting the size of the committees, which will then be approved by the Board. Each committee shall provide advice, counsel, and recommendations to the User Board or the Chair as requested.

The City and each Entry RPA may designate one voting committee member and an alternate. A majority of the voting committee creates a quorum. All decisions require a majority vote of the members in attendance. An alternate RPA committee member may vote if the designated RPA voting member is not present.

**8. CAPITAL CONTRIBUTION, CAPITAL COST DETERMINATION, AND INITIAL RPA RESPONSIBILITY:**

The Cost Sharing Formula shall establish the application of User Board grant proceeds, cost allocation formulas, rates, and appropriate service charges for such services

provided to Entry and Inquiry Only RPA, and for upgrading and maintaining the RMS which will be paid by the RPA. RPA responsibility for such allocations, rates and charges will be incorporated in, or amended to, each RPA's Participating IGA.

**9. PAYMENT:**

- A. Each Entry and Inquiry Only RPA will have an individual Participating IGA with the City that outlines the costs and terms and conditions of their participation in the RegJIN RMS. A Entry RPA's right to participate on the User Board under this Agreement is contingent upon execution of the Participating IGA.
- B. Failure to pay the City as due under the Participating IGA will suspend the Entry RPA's voting rights in the User Board until fully paid.

**10. NEW RPA:**

The User Board shall review and recommend the admitting of new Entry RPAs as part of the RMS. Any recommendations for admitting a new Entry RPA shall require a Unanimous Vote; admitting of any new Inquiry Only RPA shall be at the discretion of the System Manager. The System Manager will make the list of new Inquiry Only RPAs available to the User Board 30 days prior to granting access to the System. Recommendations on the addition of new Inquiry and Entry RPA must consider that the:

- A. The RMS contains highly confidential crime and other data and is reserved for law enforcement applications and will only be open to certified law enforcement agencies.
- B. If a new RPA is added, its addition is subject to the sections of the Cost Sharing Formula that govern the costs allocated to RPA(s) added to the RMS after the initial RMS cutover to operational (live) status.
- C. New RPA shall be bound by the terms and provisions of this Agreement and an individual Participating IGA.

**11. DURATION, WITHDRAWAL AND TERMINATION:**

- A. This Agreement is perpetual and the User Board shall continue from year to year unless otherwise terminated or dissolved by the methods described in this Agreement.
- B. The User Board may be dissolved upon unanimous agreement of all Entry RPA.
- C. Termination of an Entry RPA's Participating IGA shall revoke their participation on the User Board effective immediately.
- D. An Entry RPA that withdraws from the RMS may remove its RPA assets from the RMS including any data entered into the RMS by the withdrawing RPA. All costs associated with the reasonable removal of the withdrawing RPA's assets including costs of removing data entered by the RPA into the RMS will be the responsibility of the withdrawing RPA.

- E. A minimum of 180 days shall be allocated for the System Manager to withdraw an RPA's assets, including the withdrawal of the Entry RPA's data, from the RMS after the date upon which the RPA's withdrawal becomes effective. The withdrawing Entry RPA shall have full access to its assets including its data during the time period required to complete the removal of an Entry RPA's assets from the RMS.
- F. RPA may only withdraw from the RMS on January 1 of each year and must provide a minimum of 180 days written notice of their intention to withdraw.
- G. Notice of an RPA's intention to withdraw must be provided in writing to the User Board Chair. A copy of the withdrawal notice must be provided to the System Manger.

**12. INDEMNIFICATION:**

To the extent permitted by the Constitutions and laws of Oregon and Washington, each Entry RPA shall hold harmless and indemnify the other Entry RPA for the willful or negligent acts, actions or omissions to act of that Entry RPA's respective entity, commissioners, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement.

**13. CONFIDENTIALITY:**

- A. Maintenance of Confidentiality. The City and RPA shall treat confidential any Confidential information that has been made known or available to them or that an Entry RPA has received, learned, heard or observed; or to which an RPA has had access. The City and RPAs shall use Confidential information exclusively for the City or RPA's benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the City or affected RPA, in no event shall the City or a RPA publish, use, discuss or cause or permit to be disclosed to any other person such Confidential information. The City and RPA shall (1) limit disclosure of the Confidential information to those directors, officers, employees and agents of the City or RPA who need to know the Confidential information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as the City or RPA employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City or RPA who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the City or RPA's possession or custody or under its control. The City and RPA are expressly restricted from and shall not use Confidential intellectual property of the City or providing RPA without the City or that RPA's prior written consent.
- B. The RPA acknowledge that each RPA is subject to the Oregon or Washington Public Records Acts, as applicable, and Federal law. The RPA agree that each RPA will follow the laws of its home state. Third persons may claim that the Confidential Information may be, by virtue of its possession by the City or a RPA, a public record and subject to disclosure. RPA receiving a public records request agrees, consistent with its state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential.

Specifically, Washington RPA shall abide by RCW 42.56 for cases involving public records contained in the City of Portland owned RegJIN System as outlined in this public safety Regional Intergovernmental Agreement. A RPA's commitments to maintain information confidential under this Agreement are all subject to the constraints of Oregon or Washington and federal laws. Within the limits and discretion allowed by those laws, the City and RPA will maintain the confidentiality of information.

- C. The RPA acknowledge and agree that the City and each RPA owns its own data in the RMS. RMS data can only be disclosed by the agency that entered it. In the event of a public record request for RMS data which belongs to the City or another RPA, the City or receiving RPA shall inform both the requestor and the appropriate agency within two business days that it is not the custodian of record for the requested data and identify the Entry RPA that may be able to comply with the public record request.
- D. The RPA acknowledge that unauthorized disclosure of Confidential Information will result in irreparable harm to the City or providing RPA. In the event of a breach or threatened breach of this Agreement, the City or affected RPA may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

**14. WAIVER:**

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

**15. REMEDIES:**

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

**16. SURVIVAL:**

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights; perpetual licenses, including licensing obligations as stated in this Agreement shall survive the termination or expiration of this Agreement.

**17. NO THIRD PARTY BENEFICIARIES:**

The City and Entry RPA expressly agree that nothing contained in this Agreement shall create any legal right or inure to the benefit of any third party.

**18. ASSIGNMENT:**

The rights and obligations of each party under this Agreement may not be assigned in whole or in part.

19. **NOTICE:**

Notices to the City shall be provided as set forth below in writing and sent by either certified US mail, return receipt requested, or by personal delivery to:

City of Portland  
RegJIN System Manager  
Portland Police Bureau  
1111 SW 2<sup>nd</sup> Avenue, Suite 1156  
City of Portland  
Portland, OR 97204

20. **AMENDMENTS:**

This Agreement may only be changed, modified, or amended by unanimous vote of all Entry RPA.

21. **EFFECTIVE DATE:**

This Agreement shall be effective on July 1, 2012 and continue in perpetuity unless otherwise terminated.

22. **SEVERABILITY:**

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

23. **INTERPRETATION:**

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon and Washington law.

24. **EXECUTION IN COUNTERPARTS:**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Authorization Intergovernmental Agreement.

User Boards are:

**City of Fairview**

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

Printed Name: Samantha D. Nelson Printed Name: Kenneth Johnson

Title: City Administrator Title: Chief of Police

Date of Signing: \_\_\_\_\_ Date of Signing: \_\_\_\_\_



## FAIRVIEW CITY COUNCIL STAFF REPORT

**Date:** January 27, 2014  
**To:** Mayor and City Council  
**Through:** Samantha Nelson, City Administrator  
Heather Martin, City Attorney  
**From:** Allan Berry – Public Works Director  
Mouhamad Zaher- Engineering Associate  
**Subject:** Resolution/Ordinance Number: 3-2014

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### **Addresses Council Goal**

Complete hydromodification assessment for the City of Fairview.

### **Report in Brief**

The City, a co-permittee with the City of Gresham, has a municipal separate storm sewer system (MS4) permit issued by the Oregon Department of Environmental Quality on August 18, 2008. As a part of the MS4 permit requirement, Fairview must conduct an initial hydromodification assessment and submit a report by July 1, 2015 that examines the hydromodification impacts related to City MS4 discharges, including erosion, sedimentation, and alteration to stormwater flow, volume and duration that may cause or contribute to water quality degradation.

Resolution 3-2014 will authorize the City Administrator to enter into a personal services contract with Cardno for engineering work to complete the hydromodification assessment.

### **Background**

The final assessment shall describe existing efforts and proposed actions the City of Fairview have identified to address the following objectives:

- a) Collect and maintain information that will inform future stormwater management decisions related to hydromodification based on local conditions and needs;
- b) Identify or develop strategies to address hydromodification information or data gaps related to water bodies within the City of Fairview jurisdiction;
- c) Identify strategies and priorities for preventing or reducing hydromodification impacts related to the City of Fairview MS4 discharges; and,
- d) Identify or develop effective tools to reduce hydromodification.

### **Fiscal Impact**

The proposed fee for the assessment is \$ 55,672.11

**Community Involvement**

None

**Alternative Courses of Action**

None

**Recommendation/Suggested Motion**

Staff respectfully recommends that City Council approve Resolution 3-2014

**Attachments**

- Resolution 3-2014
- Hydromodification optimized fee schedule provided by Cardno.



**RESOLUTION**  
**(3 – 2014)**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO  
A CONTRACT FOR ENGINEERING SERVICES TO PREPARE A  
HYDOMODIFICATION ASSESSMENT**

**WHEREAS**, the City of Fairview must conduct an initial hydromodification assessment and submit a report by July 1, 2015 as part of its MS4 permit that examines the hydromodification impacts related to the City of Fairview MS4 discharges, including erosion, sedimentation, and alteration to stormwater flow, volume and duration that may cause or contribute to water quality degradation, ; and

**WHEREAS**, the City has identified the need for a hydromodification assessment to complete its permit requirements; and

**WHEREAS**, the City has followed the direct appointment process for this contract as required under Resolution 8-2005 and OAR 137-048-0200; and

**WHEREAS**, the City desires to contract with Cardno WRG, Inc to perform the assessment for the fee set forth in the contract.

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

**Section 1** The City Council hereby authorizes the City Administrator to enter into a Personal Service Contract with Cardno WRG, Inc., for professional engineering services to perform a hydromodificatin assessment, substantially in the form attached hereto as Exhibit A.

**Section 2** The resolution is and shall be effective from and after it's passage by the City Council.

Resolution adopted by the City Council of the City of Fairview, this 5th day of February, 2014.

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Mayor, City of Fairview  
Mike Weatherby

ATTEST

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City Recorder, City of Fairview  
Devree Leymaster



## CITY OF FAIRVIEW, OREGON PERSONAL SERVICES CONTRACT

A CONTRACT between THE CITY OF FAIRVIEW, OREGON ("City"), and Cardno WRG, Inc. ("Provider")

WHEREAS, City and Provider believe it in their mutual interest to enter into a written contract setting out their understandings concerning Provider's provision of engineering services to the City for a hydromodification assessment. ("Project").

### 1. Term

The term of this contract shall be from Start Date until not later than End Date unless sooner terminated under the provisions of this contract. Notwithstanding the foregoing, it is understood by City that Provider intends to complete its work on this Project not later than Date, ( #of days ) days after notice to proceed, which notice is hereby given.

### 2. Provider's Service

The scope of Provider's services and time of performance under this contract are set forth in Exhibit "A". All provisions and covenants contained in said exhibit are hereby incorporated by reference and shall become a part of this contract as if fully set forth. Any conflict between this contract and Provider's proposal (if any) shall be resolved first in favor of this written contract. Provider will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this contract and Exhibit "A".

### 3. Provider Identification

Provider shall furnish to City Provider's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

### 4. Compensation

City agrees to pay Provider at the times and in the amount(s) set out in and in accordance with Exhibit B.

### 5. Project Managers

City's Project Manager is Mouhamad Zaher. Provider's Project Manager is Cedomir Jesic. Each party shall give the other written notification of any change in their respective Project Manager.

### 6. Project Information

Provider agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project. No information, news, or press releases related to the project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of City's Project Manager.

### 7. Duty to Inform

Provider shall give prompt written notice to City's Project Manager if, at any time during the performance of this contract, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the contract, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of City's rights.

#### **8. Provider is Independent Contractor**

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this contract. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Provider shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

#### **9. Overtime**

Any person employed on work under this contract, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC§201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

#### **10. Indemnity and Insurance**

- i. Indemnity:
  - a. Liability of Engineer for Claims Other Than Professional Liability: For claims other than professional liability, Provider shall defend, save and hold harmless City, its officers, agents and employees, from any and all claims, suits, or actions of whatever nature, including intentional acts, resulting from or arising out of the activities of Provider or its subcontractors and subconsultants, agents or employees under this contract.
  - b. Liability of Engineer for Claims for Professional Liability: For claims for professional liability, Provider shall defend, save and hold harmless City, its officers, agents and employees, from any and all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Provider or its subcontractors and subconsultants, agents or employees in the performance of professional services under this contract.
- ii. Liability Insurance: Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than One Million dollars (\$1,000,000.00) combined single limit per occurrence. Such insurance shall name City as an additional insured.
- iii. Workers' Compensation Coverage: Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407, or as a self-insured employer. Provider shall provide to City within ten (10) days after contract award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Provider is self-insured.
- iv. Professional Errors and Omissions: Provider shall provide City with evidence of professional errors and omissions liability insurance for the protection of Provider and its employees, insuring against bodily injury and property damage and arising out of or resulting from Provider's negligent acts, omissions, activities or services, in an amount not less than \$1,000,000.00 combined single limit per occurrence. Such insurance shall be endorsed to include contractual liability.

- v. Certificates: Provider shall furnish City certificates evidencing the date, amount, and type of insurance required by this contract. All policies will provide for not less than thirty (30) days' written notice to City before they may be canceled.
- vi. Primary Coverage: The coverage provided by insurance required under this contract shall be primary, and any other insurance carried by City shall be excess.

#### **11. Work is Property of City**

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Provider under this contract shall be the property of City.

#### **12. Law of Oregon**

The contract shall be governed by the laws of the State of Oregon. Venue shall be in Multnomah County, Oregon.

#### **13. Errors**

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost.

#### **14. Extra or Changes in Work**

Only the City Administrator or the Project Manager may authorize extra (and/or change) work. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

#### **15. Successors and Assignments**

- i. Each party binds itself, and any partner, successor, executor, administrator, or assign to this contract.
- ii. Neither City nor Provider shall assign or transfer their interest or obligation hereunder in this contract without the written consent of the others. Provider must seek and obtain City's written consent before subcontracting any part of the work required of Provider under this contract. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

#### **16. Records**

- i. Provider shall retain all books, documents, papers, and records that are directly pertinent to this contract for at least three years after City makes final payment on this contract and all other pending matters are closed.
- ii. Provider shall allow City, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

#### **17. Breach of Contract**

- i. Provider shall remedy any breach of this contract within the shortest reasonable time after Provider first has actual notice of the breach or City notifies Provider of the breach, whichever is earlier. If Provider fails to remedy a breach in accordance with this paragraph, City may terminate that part of the contract affected by the breach upon written notice to Provider, may obtain substitute services in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this contract.

- ii. If the breach is material and Provider fails to remedy the breach in accordance with this paragraph, City may declare Provider in default and pursue any remedy available for a default.
- iii. Pending a decision to terminate all or part of this contract, City unilaterally may order Provider to suspend all or part of the services under this contract. If City terminates all or part of the contract pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this contract and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- iv. To recover amounts due under this paragraph, City may withhold from any amounts owed by City to Provider, including but not limited to, amounts owed under this or any other contract between Provider and City.

### **18. Mediation/ Trial without a jury**

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 said mediation efforts fail, through litigation. Any litigation arising under or as a result of this contract shall be tried to the court without a jury.

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.

### **19. Termination for Convenience**

The City may terminate all or part of this contract at any time for its own convenience by written notice to Provider. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the contract.

### **20. Intellectual Property**

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this contract shall vest in the City. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Provider shall transfer to the City any data or other tangible property generated by Provider under this contract and necessary for the beneficial use of intellectual property covered by this paragraph.

### **21. Payment for Labor or Material**

Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the prosecution of the work provided for in this contract. (ORS 279B.220)

### **22. Contributions to the Industrial Accident Fund**

Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

### **23. Income Tax Withholding**

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS279B.220)

**24. Payment of Claims by the City**

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this contract as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this contract. The City's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for those claims.

**25. Hours of Labor**

Provider shall pay employees for overtime work performed under the terms of this contract in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. ( 29 USC §§ 201 *et. seq.*)

**26. Workers' Compensation**

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify City for any liability incurred by City as a result of Provider's breach of the warranty under this Paragraph. (ORS 279B.230)

**27. Medical Care for Employees**

Provider shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care or other needed care and attention, incident to the sickness or injury of Provider's employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)

**28. Conflict of Interest**

Except with City's prior written consent, Provider shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Provider's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

**29. Modification**

Any modification of the provisions of this contract shall be reduced to writing and signed by the parties.

**30. No Waiver of Legal Rights**

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

**31. Integration**

This contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

PROVIDER

CITY OF FAIRVIEW, OREGON

\_\_\_\_\_  
City Administrator

## Exhibit "A"

### Project Background

City of Fairview, who is a co-permittee with the City of Gresham, has a municipal separate storm sewer system (MS4) permit that has been issued by Oregon Department of Environmental Quality on August 18, 2008. AS a part of MS4 permit requirement City of Fairview must conduct an initial hydromodification assessment and submit a report by July 1, 2015 that examines the hydromodification impacts related to the City of Fairview MS4 discharges, including erosion, sedimentation, and alteration to stormwater flow, volume and duration that may cause or contribute to water quality degradation. The report shall describe existing efforts and proposed actions the City of Fairview have identified to address the following objectives:

- a) Collect and maintain information that will inform future stormwater management decisions related to hydromodification based on local conditions and needs;
- b) Identify or develop strategies to address hydromodification information or data gaps related to water bodies within the City of Fairview jurisdiction;
- c) Identify strategies and priorities for preventing or reducing hydromodification impacts related to the City of Fairview MS4 discharges; and,
- d) Identify or develop effective tools to reduce hydromodification.

### Task 1: Project Management

#### 1.1 Project Management

This activity is continuous throughout the project and includes project coordination, contract administration, and quality assurance. Cedimir Jesic, P.E will take the lead in this task. Cedimir Jesic, P.E. and the key project team members will attend coordination meetings or conference calls with the City of Fairview in order to make sure that the issues are addressed and information is provided in a clear and timely manner to keep the project moving forward. Cardno prides itself on their project management skills and our ability to direct a multi-purpose team towards consensus and project completion.

#### 1.2 Project Coordination

The proposed approach to project coordination during the design phase is to hold project meetings with key project team members, representatives from the City of Fairview and others as needed. We anticipate that these meetings will be held once every three to four weeks over the course of the project design life (approximately 6 to 7 months). Cedimir Jesic will provide leadership, direction and control of the project including coordinating project activities, and team meetings. Cedimir Jesic will supervise the project work and maintain a quality management process to ensure that reports, maps, drawings, etc. are reviewed and correct.

#### 1.3 Project Scheduling

Cedimir Jesic will prepare an overall project schedule using Microsoft Project that will detail all project task timelines and critical milestones. This schedule will be updated throughout the duration of the project as needed.

#### *Task 1: Deliverables:*

- Meeting Records
- Microsoft Project Schedule

### Task 2: Develop Problem Statement and Goals

#### 2.1 Develop Problem Statement and Goals

The technical problem and regulatory background leading up this permit provision will be described in a written memorandum, along with definitions for what hydromodification means in the context of this effort. The goal of the plan for the City of Fairview will be described, along with supporting objectives that satisfy the requirements of DEQ as outlined in the Project Background (above). The process to be followed in developing the plan also will be described.

*Task 2: Deliverables:*

- Brief Technical Memorandum describing problem and goals.

**Task 3: Literature and Existing Data Review**

**3.1 Literature Review**

The scope of the literature review will support the total hydromodification assessment effort. The literature review will focus on the effects of urbanization on stream stability, the types of problems typically seen from hydromodification, the physical characteristics and processes that influence stream stability, assessment methods, and effectiveness of on-site and in-stream controls. The focus of the review will be on Pacific Northwest conditions, and specifically the channel conditions found in the City of Fairview. References will include relevant peer reviewed and other literature from local, regional, national, and international studies that may provide information to help address hydromodification in the City of Fairview. Case studies within the Pacific Northwest also will be reviewed to determine the types of conditions that initiate channel instability and other expressions of hydromodification, and the types of control measures that have been effectively applied to reduce instability or mitigate negative impacts.

**3.2 Identification and Prioritization of Data Needs**

The consultant will identify the goals and data needs of the data collection process. The goals for the data collection will be specified in consultation with the City and will be chosen to support the requirements of the Hydromodification Assessment, specifically to assess the erosion, sedimentation, and alteration to stormwater flow, volume and duration resulting from the City's MS4 discharges that may cause or contribute to water quality degradation. Criteria will be established, based on the team's prior experience, to ensure that these data needs cover the watershed characteristics and receiving water attributes long understood to play key roles in watershed processes that determine the response(s) of receiving waters to stormwater discharges (i.e., impervious cover, land use, soil types, topography, channel morphology). Based upon experience with previous similar work, the data will be limited only to those characteristics necessary to adequately understand local watershed processes and the responses of receiving waters to alterations in those processes as a result of urban development and associated stormwater discharges.

**3.3 Collect and Review of Existing Watershed Characteristics**

The consultant will collect and review all relevant Geographic Information System (GIS) datasets and previous studies that support regional characterization of watershed physical, hydrologic, and meteorological conditions. This review will consider information that supports characterization of existing as well as historic conditions. In addition, consultant will solicit locally relevant data from City of Gresham hydromodification assessment study. A technical memorandum will be developed that summarizes the datasets available to support watershed characterization from the perspective of key watershed processes and the alterations to those processes resulting from urban development.

**3.4 Collection and Review of Existing Receiving Water Characteristics Information**

The consultant will collect and review all relevant GIS and monitoring datasets and previous studies that will support characterization of conditions of receiving waters affected by stormwater discharges from the City of Fairview, which will consider information that supports characterization of both existing and historic conditions to support more detailed analyses in subsequent tasks. A technical memorandum will be developed that summarizes the datasets available to support comprehensive receiving water and

geomorphological characterizations in the region. The technical memorandum will also include an assessment, based on the review of data as well as the consultant's professional judgment, as to whether there is sufficient data to support subsequent tasks in the SOW as well as to meet overall project objectives.

### 3.5 Identification of Data Gaps

Based upon the data needs and the availability of existing data, the consultant will identify if any key data gaps could compromise the value or integrity of the analyses to be performed in all subsequent tasks.

#### *Task 3: Deliverables:*

- Technical Memorandum summarizing literature review and data source available.
- Technical Memorandum summarizing the review of existing data and assessment of data quality and usability, determination of whether data can support subsequent SOW efforts, and identification of any critical data gaps that must be filled through the execution of this project.

## **Task 4: Watershed Characterization**

### 4.1 Sub-watershed Delineation

The consultant will delineate sub-watersheds within the City of Fairview. Part of this process will include review of existing Stormwater Master Plan sub-watershed delineation and making necessary changes based on current condition.

### 4.2 Watershed Data Characterization

Based upon the consultant's previous experience with landscape stratification and the findings of the initial review, we will begin this subtask by identifying the key land characteristics that influence the disruption of natural watershed processes (hydromodification) within the City of Fairview. These landscape characteristics will be spatially classified into groups that have similar impacts on watershed processes (e.g., topography, land use, geology, meteorological conditions).

### 4.3 Identification of Representative Sub-watershed for Field Verification and Subsequent Analysis

The city-wide characterization of watersheds (Task 3.3) and receiving waters (Task 3.4) will provide a provisional framework for watershed management; however, locally validated field data will be necessary to reliably assess channel conditions and watershed processes affected by stormwater discharges. Since it is not feasible to field verify receiving water conditions city-wide given the budget constraints of this project, field work will be focused on a subset of "representative" sub-watersheds that will be identified in this subtask.

#### *Task 4 Deliverables:*

- Draft Report summarizing sub-watershed delineation process and watershed characterization process
- Technical memorandum listing sub-watersheds for field verification

## **Task 5: Receiving Water Characterization**

### 5.1 Receiving Water Types

The first basic subdivision of receiving waters within the representative sub-watersheds of Task 3.2.3 will be made using their basic physical attributes. Categories will include:

- Major streams (Fairview Creek, Osburn Creek, etc.)
- Other streams (Silent Creek, Clear Creek, Raintree Creek, etc.)
- Lakes (Fairview Lake)

A minimum size of receiving water features will need to be determined that maintains an appropriate balance of detail and cost. The initial criteria will be the presence/absence on USGS 1:24,000 scale topographic maps (i.e., the “blue-line” drainage network), but it is likely that greater detail will be acquired and incorporated in urban and near-urban areas.

### 5.2 Receiving Water Condition

The consultant will work with the City staff to identify and compile existing data sets of receiving water conditions. Data acquisition will be limited to the sub-watersheds previously identified as “representative” in Task 4.4. Although chemical parameters are likely to be the most voluminous of available data sets, physical (e.g., stream measurements) and biological data (e.g., trophic levels, B-IBI scores) will be at least as strongly emphasized in this compilation, if/as available, because of their relevance in subsequent tasks. Data acquisition will also include the identification of physical modifications such as channelized reaches.

Our priority for data collection will be as follows:

- Mapped or inventoried physical controls on flow or morphology.
- Compiled usage (current or past) of species of concern (including listed T&E species) by life stage; from ODFW, NOAA, and/or local agencies; and/or other biological data.
- Most recent chemical measurements (if any) of priority pollutants, as compiled by the City or other state agencies
- Local knowledge of historic changes
- Historical aerial photos, if/as available from project cooperators

### 5.3 Conduct Geomorphic Assessment

The geomorphic assessment describes the geomorphic characteristics of the stream network, the dominant physical processes that seem to be controlling stream attributes and erosion. Based on our experience in other Pacific Northwest urban streams, we anticipate that the primary expression of hydromodification impacts will be erosion of channel banks and beds. This task is therefore anticipated to comprise Rapid Geomorphic Assessments (RGAs) by a field crew to determine relative channel stability while recording reach-wide observations on streambed and bank erosion, condition of riparian vegetation, and other reach-specific geomorphic data at representative cross sections. Factors affecting channel bank and bed stability will be combined with the extent, age, and magnitude of existing erosion to designate an erosion ranking (Channel-Stability Index). Bed-material particle size will be determined to evaluate the resistance of the bed to erosion relative to the shear stress at bankfull stage.

The location of – RGA study sites along the stream’s longitudinal profile will be determined by: 1) channel condition and/or stream order, 2) diagnostic criteria of dominant channel processes (ie, stable, incising, laterally unstable) and 3) to provide for an even distribution throughout the stream network. Stream platform, longitudinal profile, cross sectional geometry, bed and bank characteristics describe the existing morphology of the stream channel system. Data on channel sinuosity, cross-sections, channel slopes, headcuts, nick points, bed material size (D50, D84) and field measured bankfull elevations will be determined. Bankfull discharges, determined in previous tasks, will be used with cross-section geometry information and estimates of Manning’s roughness coefficient ( $n$ ) to develop stage-discharge relations for representative reaches and to calculate shear stress at the bankfull discharge. These data in turn will be used to determine the range of flows that create excess shear stresses (erosive flows) by comparison with the critical shear stress based on the D50 and D84 of the bed material. The characterization of stream segments and geomorphic parameterization provides the basis to assess stream channel and bank resilience.

Locations of significant bed and bank erosion, bank height and side slope, estimate of bank material, vegetation type and density are necessary to evaluate bank stability. The relative importance of these individual parameters in City of Fairview streams will be tested, under the present assumption that channel erosion is the primary expression of hydromodification impacts in receiving waters of the city. Although Cardno ENTRIX will evaluate the distribution of excess hydraulic stress at various locations in the channel network for the condition of bankfull flow, the episodic nature of sediment loads will not be captured in this assessment explicitly, but will be incorporated through characterization where data exist.

*Task 5 Deliverables:*

- Draft report of classification process, results of field verification and RGAs, Channel-Stability Index, distribution of excess shear-stress values and final receiving water classes
- Technical Memorandum summarizing the ability of the classification process, field verification, and receiving water classes to support comprehensive SOW objectives.
- Final Report incorporating the City staff comments

**Task 6:            Recommendations**

6.1 Hydromodification Recommendations

Consistent with the final two DEQ requirements for a hydromodification plan (“c. Identify strategies and priorities for preventing or reducing hydromodification impacts related to the City of Fairview MS4 discharges; and d. Identify or develop effective tools to reduce hydromodification”), a final technical memo will be produced that incorporates the findings of Tasks 3–5, together with our past experience in assessing and mitigating the impacts of hydromodification in Pacific Northwest urban stream, to provide guidance to the City on the most effective strategies for mitigation, the priority watersheds for their implementation, and any additional analytical tools or techniques that would be necessary to achieve optimal benefits.

*Task 5 Deliverables:*

- Final Technical Report

**CITY OF FAIRVIEW HYDROMODIFICATION ASSESSMENT Exhibit "B"**

**SCHEDULE OF FEES**

Task	Rate	Cardno						Total Project Fee
		Dir. of Water Res Cedominr Jeelo	Sr. Proj Engr Atalia Raskin	Proj Designer Nick Daniels	Senior Consultant Andrew Simon	Senior Project Consultant Bankhead	Senior Scientist Sarah Betz	
<b>City of Fairview Hydromodification Assessment</b>								
<b>1.0 Project Management and Administration</b>								
1.1 Project Management	8.00	\$97.28	\$97.28	\$210.00	\$160.00	\$210.00	\$100.00	\$2,189.98
1.2 Project Coordination	8.00							1449.98
1.3 Project Scheduling	2.00							782.50
	Total Hours	18.000	0.00	0.00	2.00	0.00	0.00	
	Labor Cost	\$3,262.48	\$0.00	\$0.00	\$840.00	\$0.00	\$0.00	\$4,102.48
	<b>Total Cost This Task</b>							<b>\$4,422.48</b>
<b>2.0 Develop Problem Statement and Goals</b>								
2.1 Develop Problem Statement and Goals	1.00	2.00	0.00	3.00	0.00	0.00	0.00	\$1,005.81
	Total Hours	1.00	2.00	0.00	3.00	0.00	0.00	
	Labor Cost	\$181.25	\$194.58	\$0.00	\$630.00	\$0.00	\$0.00	\$1,005.81
	<b>Total Cost This Task</b>							<b>\$1,005.81</b>
<b>3.0 Literature and Existing Data Review</b>								
3.1 Literature Review	1.00	8.00						\$778.24
3.2 Identification and Prioritization of Data Needs								1021.25
3.3 Collect and Review of Existing Watershed Characteristics								\$2,581.04
3.4 Collection and Review of Existing Receiving Water Characteristics Information								1618.24
3.5 Identification of Data Gaps								1618.24
	Total Hours	1.000	42.00	0.00	8.00	0.00	0.00	
	Labor Cost	\$181.25	\$4,085.76	\$0.00	\$1,680.00	\$0.00	\$0.00	\$5,947.01
	<b>Total Cost This Task</b>							<b>\$7,827.01</b>
<b>4.0 Watershed Characterization</b>								
4.1 Sub-watershed Delineations								3112.96
4.2 Watershed Data Characterization								3952.96
4.3 Identification of Representative Subwatershed for Field Verification, Write Up and Subsequent Analysis (Analysis in 5.3)								2038.24
	Total Hours	0.00	72.00	0.00	6.00	4.00	0.00	
	Labor Cost	\$0.00	\$7,004.16	\$0.00	\$1,260.00	\$840.00	\$0.00	\$9,104.16
	<b>Total Cost This Task</b>							<b>\$9,104.16</b>
<b>5.0 Receiving Water Characterization</b>								
5.1 Receiving Water Types								1240.00
5.2 Receiving Water Condition								4040.00
5.3 Conduct Geomorphic Assessment Technical Analysis & Write Up								19071.20
	Total Hours	0.00	0.00	40.00	24.00	6.00	38.00	
	Labor Cost	\$0.00	\$0.00	\$3,881.20	\$10,920.00	\$3,840.00	\$3,600.00	\$14,811.20
	<b>Total Cost This Task</b>							<b>\$24,351.20</b>
<b>6.0 Recommendations</b>								
6.1 Hydromodification Recommendations	4.00	16.00	0.00	8.00	8.00	8.00	0.00	\$7,761.47
	Total Hours	4.00	16.00	0.00	8.00	8.00	0.00	
	Labor Cost	\$724.99	\$1,556.48	\$0.00	\$2,520.00	\$1,280.00	\$0.00	\$4,801.47
	<b>Total Cost This Task</b>							<b>\$7,761.47</b>
<b>PROJECT SUMMARY</b>								
	Total Project Hours	24.000	132.000	40.000	65.000	34.000	0.000	281.000
	Total Salary Cost	\$4,349.95	\$12,840.96	\$3,881.20	\$17,850.00	\$5,440.00	\$6,300.00	\$50,672.11
	Total Reimbursable							\$5,000.00
	<b>PROJECT TOTAL</b>							<b>\$55,672.11</b>



## FAIRVIEW CITY COUNCIL STAFF REPORT

**Date:** January 28, 2014  
**To:** Mayor and City Council  
**Through:** Samantha Nelson, City Administrator  
Heather Martin, City Attorney  
**From:** Allan Berry, Public Works Director  
Sarale Hickson, Development Analyst  
**Subject:** Resolution Number: 4-2014

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### **Addresses Council Goal**

Complete upgrades at Park Cleone

### **Report in Brief**

Resolution 4-2014 will authorize the City Administrator to enter into a personal services contract with Wallis Engineering, PLLC for engineering and design work to produce a concept plan for Park Cleone.

### **Background**

The Council has previously discussed Park Cleone and on October 16, 2013 directed staff to work on completing the upgrade of the park. Park Cleone has also been identified in the Stormwater Master Plan as the site of a retrofit project required by the City's MS4 (federal stormwater) permit.

The Parks and Recreation Advisory Committee has recently approved a park plan for Park Cleone. (Attachment 2). Many of the recommendations made in that plan will be incorporated into the update. Staff however does not recommend removal of the gazebo due in part to the significant cost of doing so.

### **Fiscal Impact**

The proposed fee is \$7,600.

### **Community Involvement**

The Parks and Recreation Advisory Committee has made recommendations and public meetings will be part of this design process.

### **Alternative Courses of Action**

The City Council may choose not to continue with the upgrades of Park Cleone.

**Recommendation/Suggested Motion**

City Staff respectfully recommend approval of Resolution 4-2014.

**Attachments**

- Attachment 1 – Resolution 4-2014 authorizing the City Administrator to enter into a personal services contract with Wallis Engineering, PLLC.
- Attachment 2 – Parks and Recreation Advisory Committee Park Plan Update for Park Cleone



**RESOLUTION**  
**(4) - 2014**

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT FOR PARK CLEONE DESIGN**

**WHEREAS**, the City Council desires to complete Park Cleone upgrades; and

**WHEREAS**, the City has identified the need for a stormwater retrofit; and

**WHEREAS**, Wallis Engineering, PLLC has provided a scope of work and fee estimate for a concept plan for park improvements; and

**WHEREAS**, Wallis Engineering, PLLC has expertise, project understanding and a record of responsiveness; and

**WHEREAS**, The City has followed the direct appointment process for this contract as required under Resolution 8-2005 and OAR 137-048-0200; and

**WHEREAS**, Wallis Engineering, PLLC desires to enter into a contract with the City of Fairview for design and planning services for Park Cleone Improvements.

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

**Section 1** The City Council hereby authorizes the City Administrator to enter into a Personal Services Contract with Wallis Engineering, PLLC for professional engineering services for the design of Park Cleone Improvements 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 it's passage by the City Council..

Resolution adopted by the City Council of the City of Fairview, this 5<sup>th</sup> day of February, 2014.

\_\_\_\_\_  
Mayor, City of Fairview  
Mike Weatherby

ATTEST

\_\_\_\_\_  
City Recorder, City of Fairview  
Devree Leymaster

# Exhibit A



## CITY OF FAIRVIEW, OREGON PERSONAL SERVICES CONTRACT

A CONTRACT between THE CITY OF FAIRVIEW, OREGON ("City"), and WALLIS ENGINEERING, PLLC.

WHEREAS, City and Provider believe it in their mutual interest to enter into a written contract setting out their understandings concerning Provider's provision of engineering services to the City for the concept design of updates to Park Cleone.

### **1. Term**

The term of this contract shall be from February 6, 2014 until not later than April 6, 2014 unless sooner terminated under the provisions of this contract. Notwithstanding the foregoing, it is understood by City that Provider intends to complete its work on this Project not later than February 27, 2014, 28 days after notice to proceed, which notice is hereby given.

### **2. Provider's Service**

The scope of Provider's services and time of performance under this contract are set forth in Exhibit "A". All provisions and covenants contained in said exhibit are hereby incorporated by reference and shall become a part of this contract as if fully set forth. Any conflict between this contract and Provider's proposal (if any) shall be resolved first in favor of this written contract. Provider will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this contract and Exhibit "A".

### **3. Provider Identification**

Provider shall furnish to City Provider's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

### **4. Compensation**

City agrees to pay Provider at the times and in the amount of \$7,600 as set out in and in accordance with Exhibit "A". If Exhibit A does not include times and amounts then include: Within 30 days of receipt of an invoice from Provider for the services set forth in Exhibit A, City shall pay the invoice, except that City shall not be obligated to pay any amounts that exceed the total contract amount set forth in Exhibit A unless Provider has obtained from City separate written approval, which approval City may withhold in its sole discretion. City may withhold payment of an amount not to exceed ten percent (10%) of the total contract amount until Provider completes the services set forth in Exhibit A.

### **5. Project Managers**

City's Project Manager is Sarale Hickson. Provider's Project Manager is Robert Wallis. Each party shall give the other written notification of any change in their respective Project Manager.

### **6. Project Information**

Provider agrees to share all project information, to fully cooperate with all corporations, firms,

contractors, governmental entities, and persons involved in or associated with the project. No information, news, or press releases related to the project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of City's Project Manager.

#### **7. Duty to Inform**

Provider shall give prompt written notice to City's Project Manager if, at any time during the performance of this contract, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the contract, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of City's rights.

#### **8. Provider is Independent Contractor**

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this contract. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Provider shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

#### **9. Overtime**

Any person employed on work under this contract, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC§201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

#### **10. Indemnity and Insurance**

- i. Indemnity:
  - a. Liability of Engineer for Claims Other Than Professional Liability: For claims other than professional liability, Provider shall defend, save and hold harmless City, its officers, agents and employees, from any and all claims, suits, or actions of whatever nature, including intentional acts, resulting from or arising out of the activities of Provider or its subcontractors and subconsultants, agents or employees under this contract.
  - b. Liability of Engineer for Claims for Professional Liability: For claims for professional liability, Provider shall defend, save and hold harmless City, its officers, agents and employees, from any and all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Provider or its subcontractors and subconsultants, agents or employees in the performance of professional services under this contract.
- ii. Liability Insurance: Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than One Million dollars (\$1,000,000.00) combined single limit per occurrence. Such insurance shall name City as an additional insured.
- iii. Workers' Compensation Coverage: Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407, or as a self-insured employer. Provider shall provide to City within ten (10) days after contract award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30)

days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Provider is self-insured.

- iv. **Professional Errors and Omissions:** Provider shall provide City with evidence of professional errors and omissions liability insurance for the protection of Provider and its employees, insuring against bodily injury and property damage and arising out of or resulting from Provider's negligent acts, omissions, activities or services, in an amount not less than \$1,000,000.00 combined single limit per occurrence. Such insurance shall be endorsed to include contractual liability.
- v. **Certificates:** Provider shall furnish City certificates evidencing the date, amount, and type of insurance required by this contract. All policies will provide for not less than thirty (30) days' written notice to City before they may be canceled.
- vi. **Primary Coverage:** The coverage provided by insurance required under this contract shall be primary, and any other insurance carried by City shall be excess.

#### **11. Work is Property of City**

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Provider under this contract shall be the property of City.

#### **12. Law of Oregon**

The contract shall be governed by the laws of the State of Oregon. Venue shall be in Multnomah County, Oregon.

#### **13. Errors**

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost.

#### **14. Extra or Changes in Work**

Only the City Administrator or the Project Manager may authorize extra (and/or change) work. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

#### **15. Successors and Assignments**

- i. Each party binds itself, and any partner, successor, executor, administrator, or assign to this contract.
- ii. Neither City nor Provider shall assign or transfer their interest or obligation hereunder in this contract without the written consent of the others. Provider must seek and obtain City's written consent before subcontracting any part of the work required of Provider under this contract. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

#### **16. Records**

- i. Provider shall retain all books, documents, papers, and records that are directly pertinent to this contract for at least three years after City makes final payment on this contract and all other pending matters are closed.
- ii. Provider shall allow City, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

#### **17. Breach of Contract**

- i. Provider shall remedy any breach of this contract within the shortest reasonable time after Provider first has actual notice of the breach or City notifies Provider of the breach, whichever is earlier. If Provider fails to remedy a breach in accordance with this paragraph, City may terminate that part of the contract affected by the breach upon written notice to Provider, may obtain substitute services in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this contract.
- ii. If the breach is material and Provider fails to remedy the breach in accordance with this paragraph, City may declare Provider in default and pursue any remedy available for a default.
- iii. Pending a decision to terminate all or part of this contract, City unilaterally may order Provider to suspend all or part of the services under this contract. If City terminates all or part of the contract pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this contract and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- iv. To recover amounts due under this paragraph, City may withhold from any amounts owed by City to Provider, including but not limited to, amounts owed under this or any other contract between Provider and City.

#### **18. Mediation/ Trial without a jury**

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 said mediation efforts fail, through litigation. Any litigation arising under or as a result of this contract shall be tried to the court without a jury.

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.

#### **19. Termination for Convenience**

The City may terminate all or part of this contract at any time for its own convenience by written notice to Provider. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the contract.

#### **20. Intellectual Property**

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this contract shall vest in the City. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Provider shall transfer to the City any data or other tangible property generated by Provider under this contract and necessary for the beneficial use of intellectual property covered by this paragraph.

#### **21. Payment for Labor or Material**

Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the prosecution of the work provided for in this contract. (ORS 279B.220)

**22. Contributions to the Industrial Accident Fund**

Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

**23. Income Tax Withholding**

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS279B.220)

**24. Payment of Claims by the City**

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this contract as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this contract. The City's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for those claims.

**25. Hours of Labor**

Provider shall pay employees for overtime work performed under the terms of this contract in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. ( 29 USC §§ 201 *et. seq.*)

**26. Workers' Compensation**

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify City for any liability incurred by City as a result of Provider's breach of the warranty under this Paragraph. (ORS 279B.230)

**27. Medical Care for Employees**

Provider shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care or other needed care and attention, incident to the sickness or injury of Provider's employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)

**28. Conflict of Interest**

Except with City's prior written consent, Provider shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Provider's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

**29. Modification**

Any modification of the provisions of this contract shall be reduced to writing and signed by the parties.

**30. No Waiver of Legal Rights**

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

**31. Integration**

This contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

PROVIDER

CITY OF FAIRVIEW, OREGON

\_\_\_\_\_

\_\_\_\_\_

City Administrator



Exhibit "A"  
Scope of Work

January 8, 2014

Allan Berry, Public Works Director  
1300 NE Village Street  
Fairview, Oregon 97024

Re: Cleone City Park Improvements

Dear Allan,

I am pleased to submit a proposal summarized in the attachment. The proposal is for the first phase of a two phased approach to completing the stormwater pollution control and related improvements in Park Cleone. We are proposing this initial first phase effort, as opposed to a complete effort at this time, for three reasons; 1) to enable a more realistic estimate for the final design phase, 2) to provide a graphic for public and council presentation prior to moving forward with detailed design, and 3) to complete a low-level preliminary design effort that will provide a more accurate cost estimate.

As shown in the attachment, the proposed fee is \$7,600. The proposed schedule for completion is four weeks.

Thank you for giving us the opportunity to submit this proposal. If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Wallis", written over a thin horizontal line.

Robert Wallis, PE

Attachment A - City of Fairview Park Cleone Scope and Fee

**EXHIBIT A  
WALLIS ENGINEERING  
SCOPE OF WORK, SCHEDULE AND FEE ESTIMATE**

**City of Fairview  
Concept Plan for Park Cleone City Park Improvements  
January 2014**

**BACKGROUND**

The City of Fairview's *Consolidated Stormwater Master Plan* (Brown and Caldwell, December 2007) included in the capital improvement plan two projects to improve the drainage system through Park Cleone. The first, CIP RT-2a, included adding 0.5 acres of vegetation and 5 check dams to the stream running through Park Cleone. The second, CIP RT-2b, included daylighting an existing storm sewer running east from the north end of NE 213<sup>th</sup> Avenue.

City staff identified a variety of deficiencies in Park Cleone, as well as improvements that could be implemented cost-effectively in conjunction with CIP RT-2a and RT-2b. Those included trails, removal of deficient playground equipment, water system improvements, and upgrade of the existing gazebo. They also evaluated the CIP RT-2b, and concluded that it would have significant impacts to the function of the park. To avoid those impacts, while also realizing the water quality benefits identified in the stormwater plan, the City identified the potential for daylighting the storm sewer extending north from NE San Rafael Street between NE 213<sup>th</sup> Avenue and NE 214<sup>th</sup> Avenue.

As a first step toward implementing the improvements discussed above, the City has elected to retain the services of Wallis Engineering to prepare a concept plan and cost estimate. A scope of work, schedule, and fee estimate for that plan is outlined below.

**SCOPE OF WORK**

**Task 1 – Coordination with City Staff**

In this task, we will work with City staff to develop a concept plan. This task will include the following meetings.

- An initial kickoff meeting with City staff.
- A site walkthrough with representatives from the City to identify improvement options, opportunities, and constraints.
- Workshop #1 to review preliminary concept plan.
- Workshop #2 to review draft concept plan

## **Task 2 – Collect and Review Background Data**

In this task, we will gather and review background information including existing topographic survey, report of desired improvements prepared by the City, and the *Consolidated Stormwater Master Plan*.

## **Task 3 – Concept Plan Development**

Using existing aerial photographs, a 22-inch by 34-inch graphic presenting the concept plan will be prepared. That graphic will include a minimum of two cross section of proposed swales created by daylighting of storm sewers, a table with legend showing quantities of basic improvements, and will identify the general location and type of proposed improvements in the a plan view. The concept plan will identify:

- Trail locations, widths, and surfacing material.
- Location and type of picnic tables.
- Location and type of benches.
- General improvements to existing stream channel.
- Location and typical cross section for proposed stormwater channel.
- Location and type of water system upgrade.
- Location and type of illumination.

That plan will include the following preliminary design efforts:

- Using available topographic surveys, combined with hand level readings in the field, conceptual cross sections will be prepared for proposed storm pipe daylight channels.
- Using available topographic surveys, combined with hand level readings in the field, the scope of design effort required for meeting ADA requirements for proposed trails will be identified.

Three submittals will be made for the proposed concept plan; 1) a preliminary concept plan, 2) a draft concept plan, and 3) a final concept plan. After the first two submittals, a workshop will be held as outlined in Task 1. Following each of the first two workshops, a revised concept plan will be submitted.

During each workshop, options for general design features of proposed improvement items (such as trash receptacles and benches) will be presented. Design features meeting the City's requirements will be selected.

A brief memorandum will be submitted with the final draft concept plan. It will include a cost estimate and manufacturer literature for selected park improvement items.

## **ASSUMPTIONS**

1. City staff will provide direction regarding proposed improvements.
2. Existing water system locations and conditions will be readily apparent from a single field visit.
3. Illumination design input will be provided by a vendor.

## **SCHEDULE**

All tasks outlined above will be completed within four weeks of notice to proceed.

## **FEE ESTIMATE**

A fee estimate of \$7,600 is proposed based upon the following estimated hours:

Senior Engineer and Landscape Architect: 40 hours at \$150.00 per hour

Engineering Designer: 8 hours at \$110.00 per hour

CAD Technician: 8 hours at \$90.00 per hour

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## Fairview Park Plan Update – 2013 & 2014

The most recent Master Plan for Parks (“**Master Plan**”) was completed in 2001 and replaced the 1994 Park Master Plan. The 2001 Master Plan focused on park improvement and new parks based on an estimated population of 10,000 by 2005.

Subsequently a Recreation Master Plan (“**Recreation Plan**”) was adopted in 2002. The Recreation Plan was developed to focus on recreational opportunities available to the community beyond parks alone. Recreational opportunities included new park programs, local partnerships with other groups such as schools, YMCA and recreation beyond the City limits.

The Master Plan’s assumption about population along with other factors guided the City to goals for new parks and park amenities to be included in all parks. Since the 2001 Master plan, the City’s growth rate and the current population stands at around 8,900. While the slowdown in population growth reduces pressure on funding new parks it does not address the amenities within parks. In many cases the amenities called for by the Master Plan have not been addressed.

Given limits on funds, PRAC commenced a park by park approach to prioritize spending to upgrade and augment amenities in each park. The goal of each Park Plan is to recommend to the City Council a prioritized list of improvements for each park. Park Plans are being prepared and recommended for action by the City Council on a park by park basis starting with Neighborhood Parks to ensure limited funds are shared across the entire City. As each plan is completed it will be delivered to the Council for action. When adopted by the Council, the individual plans will be bundled together as the new Master Plan for the City’s Parks. When funds become available for park expansion, the existing Master Plan includes recommendations for specific areas of the City which may be updated to fit the needs of the community when funding is available.

PRAC commenced updating individual park plans by focusing on Neighborhood Parks. Park Cleone is the second Park Plan Update. When the Neighborhood Park Plans have been completed, PRAC will shift its focus to Pocket Parks or Community Parks.

## Park Cleone Plan – October 2013

PRAC worked primarily from the 2001 (“**Master Plan**”) and field surveys to update the Master Plan for Park Cleone. The Master Plan relies on a Level of Service (LOS) Analysis (pages 53-54) to determine the adequacy of park area across three categories (Neighborhood, Community and Regional). The national standards suggest minimum park acreage for type of park based on population.

The LOS analysis for Fairview’s parks concluded that some additional park area would be needed to meet the national standards as the City approached its build-out population. While national standards are helpful in assessing needs and amenities parks their one-size-fits-all approach has some limitations. For example, the national standards do not consider pocket parks and may not reflect parks serving a community that lie outside the community. Fairview has 12 pocket parks and by its location residents have immediate access to parks outside the city limits. National standards may be less accurate in assessing park area needs but are useful in distinguishing User Groups and Facilities for each Group which is important in updating Park Plans.

A second reference source beyond field surveys and committee input is the **Recreation Plan** adopted in 2002. The Recreation Plan focuses on community and cooperative opportunities for active and passive recreation. The Recreation Plan’s usefulness is limited to emphasis on expanding active and passive recreation opportunities within each park.

To update the Park Cleone Plan, PRAC began with a review of the current park conditions as it relates to the Decision Making Criteria for Park Planning on page 46 of the 2001 Master Plan. These criteria follow:

1. Connect facilities with pedestrian and bicycle access ways.
- 2- Develop facilities with active recreation such as baseball and soccer field.
- 3-Provide an equal distribution of park facilities with an emphasis on family orientation and child friendliness.
- 4-Optimize financial and operations partnerships.
- 5-Maximize protection of natural areas through projects and policies.

**Existing Park Cleone Conditions:**

During its tour of parks on April 18, 2013, the Committee toured Park Cleone and discussed how long the playground equipment had been missing; the condition of improvements in the old pond area and the lack of visibility of amenities from the park entrances. The Committee also found the following deficiencies:

- a-basketball court was poorly maintained and not level;
- b-large tires in the ground as play equipment is reminiscent of 1960s style equipment and may present health hazards;
- c-poor clearance around the remaining swings;
- d-deteriorating condition of old improvements around the old pond.

During its meetings about this park, the Committee also discussed the option of adding a soccer field or dog park to the west under the power lines. These types of uses are Community Uses which draw from a much larger area than the local neighborhood and thus require traffic and parking improvements. The Committee agreed the expansion to the west for these uses was unlikely because of the traffic impacts and neighborhood concerns about parking. The park is located in such a way that expanding its use beyond a Neighborhood Park may not be feasible because of Community traffic through a neighborhood with limited access. Further, staff recounts opposition in prior years to a soccer field at this location.

In April 2013 PRAC recommended new playground equipment to replace the equipment that was removed in July 2012. The Council agreed in June and the equipment was ordered. A short survey was conducted to clarify the amenities most desirable for the play structure and the highest priorities items were incorporated into the playground equipment selection. While the installation is not complete at this time, the equipment has been available for use since early September 2013.

In June 2013 the Committee also made a recommendation to the Council to add benches and tables at Park Cleone since there are very few at the Park and are located away from the new playground equipment which does not allow parents to sit and watch their children on the playground equipment or new swings.

During the September 2013 PRAC meeting the Committee focused on the 2007 Park Cleone inventory and the Inventory prepared by a Committee member. Both inventories pointed out the need for improvements to expand active and passive recreation as outlined in the Recreation Plan and called for in the Master Plan.

**Findings:** When compared to the Master Plan Decision Making Criteria, Park Cleone met with mixed results.

1-Park Cleone has very good connectivity for pedestrians and bicyclists for the residential neighborhoods between 207<sup>th</sup> and 223<sup>rd</sup> and north from NE Halsey to Depot Street. The recent sidewalk improvements on Main Street improve access to the Park from the neighborhood to the east.

2-The recent addition of new playground equipment and pending relocation of the old swings provide good active recreation opportunity to Children. The condition of the basketball park as a Facility for Teens is in poor condition. It was reported to the Committee that the poor visibility of the gazebo had resulted in vandalism and an unwillingness of families to use the facility. In short the gazebo is poorly located and the original idea of a sitting area within a pond setting may only exist during inclement weather which leaves the gazebo underutilized and an expensive facility to maintain. Beyond the gazebo which is located away from the other amenities there is a lack of covered seating for Families and Adults using the park amenities.

3-Beyond the new playground equipment, there is little evidence of ongoing upgrades that would suggest an equal distribution of money across the City Parks. This fact is a result of the past "park by park" approach to park maintenance and enhancement.

4-As a neighborhood park there are limits on creating financial and operational partnerships. Replacing amenities and upgrading the park to accommodate Day-Users, Families, Children and Teens will generate more support from the Neighborhood and Community. Building support from local residents may encourage User groups to support the park through new programs.

5-The natural areas of the park are not well defined other than the slope to the west being fenced off which is primarily a safety issue along the railway. An opportunity to create a new natural area at the old pond may be pursued if the failing gazebo and walkways are removed so a natural detention area with new weir is recreated. Creating a detention pond with educational signs about wildlife, plants and water quality would help educate residents about the connection between water quality in an urban setting and nature. Further, a detention pond set-up would enhance water quality downstream.

### **Conclusion:**

In general the Park was found to be "tired" with little evidence of Active and Passive Recreation opportunities beyond the new playground equipment. In addition, the higher priority Facilities are either dated or missing.

In light of the deficiencies between the Master Plan for Park Cleone and the Park's existing condition; the Committee focused on Master Plan Decision Making Criteria 2, 3 & 5 to correct these deficiencies through a focus on Active Recreation for Children, Families, Teens and Passive Recreation for Day-Time Users, Seniors and Adults.

**Park Improvement Priorities.** Appendix A to the Master Plan provides priorities for each type of park and was relied upon by PRAC to recommend actions to overcome the Recreation deficiencies in Park Cleone.

### **Appendix A – Tools for Analysis**

**Park Cleone is a Neighborhood Park.** Table 2 of Appendix A of the May 2001 Fairview Parks and Recreation/Open Space Master Plan Update lists the following **USER** Group Priorities (highest to lowest) for Neighborhood Parks.

- 1-Children
- 2-Families
- 3-Daytime User
- 4-Teens
- 5-Seniors
- 6-Adults
- 7-All Interests
- 8-Visitors

Appendix A goes on to Prioritize (highest to lowest) the **Facilities** in a Neighborhood Park.

- |        |  |
|--------|--|
| High   | 1-Playground/structure<br>2-Hiking/walking trails<br>3-Picnic Tables/Benches<br>4-Open play/kites/juggling<br>5-Basketball Court |
| Medium | 6-Softball   |
| Low    | 7-Tennis/volleyball court<br>8-Skating<br>9-Horseshoes   |

## **Park Cleone Plan Update - 2013**

Exhibit A outlines the improvements recommended by the Committee for the Park Cleone Master Plan.

The Committee treated the park across three separate areas which are defined by the two cul-de-sacs, the big open play area to the west, new playground equipment in the central area and the existing pond area to the west.

**East End:** The old pond area will become a passive area because the variability of water level limits the practicability of active recreation and provides a great opportunity for education about water quality and nature. The existing elevated walkways, pavilion and brick paved areas are dated and will be expensive to maintain in a safe condition over the long run. Removing these structures and restoring the creek and bank area will reduce long-term maintenance expense and introduce a natural area into this park. A "V" shaped weir could be installed to regulate the water level and the area re-shaped to be a low slope detention pond to encourage native species growth, i.e. cattails, etc and other vegetation that will encourage animal habitat.

**Central Area:** The central area with the playground equipment, basketball courts and swings is an active recreation area that will appeal to all ages. Installing an ADA compatible loop from each cul-de-sac around these amenities will improve access for all users. Installing several covered seating areas in the open space by the playground equipment will meet the demands of parents and others who wish to watch their children or take a time out. Adding electrical service near the revamped basketball court will allow for events such as Flicks in the Park on a dry surface.

**West End:** The west area is the larger active play area for baseball, football, soccer and other large area activities. Again, an ADA loop path will provide access around this area. Improvements such as more benches and covered tables will expand the usefulness of this area for picnickers and those watching others play field games.

### **Future:**

During its meetings two long-term issues continued to be discussed by PRAC with little consensus.

1- Public Works suggests there is demand for more garden plot area so the existing garden plot area could be expanded. The counter argument was the lack of parking in the neighborhood for gardeners outside the neighborhood. As an alternative and to address the potential for more interest in garden plots, the Committee suggested another garden plot in another part of Old Town to reduce

parking/traffic issues in this neighborhood. One site considered was the Leather's vacant lot. PRAC concluded the City should approach Leathers about a lease for garden plots on a portion of their property which is vacant and requires ongoing maintenance. Taking over maintenance and installing water might be attractive to Leathers without the cost to the City of buying land when the gardening demand is unknown. Further, this site would not experience parking and traffic issues associated with Park Cleone.

2-The land to the west of Park Cleone continues to be a source of discussion about possible park expansion for a soccer field or dog-park. These amenities go beyond the Neighborhood Park category and would require new parking and improved access to secure the support of the Neighborhood. When a parking/access plan is developed and the use of the land secured, the surrounding neighborhood should be consulted about impacts on it.

Exhibit A

Park Cleone Master Plan Update

East	Central	West
<b>Recreation Goal</b> Nature Area - Passive Garden Plots - Passive Water Quality Pond - View/Passive	<b>Recreation Goal</b> Active Structured Play Area	<b>Recreation Goal</b> Active & Passive Open Play Area
<b>USER Group</b> Families, Daytime User	<b>USER Group</b> Children, Families, Teens, Seniors, Adults	<b>USER Group</b> Children, Families, Teens, Seniors Adults
<b>Facilities/Improvements</b>	<b>Facilities/Improvements</b>	<b>Facilities/Improvements</b>
Drinking Fountain with Dog Dish	Playground Equipment	1-2 Covered Tables
Doggie Pot @ end of cul-de-sac	Relocate Old Swings	2-3 Benches
1-2 Benches	Renovate 1/2 Court	Garbage Cans at end of 213th
Recreate Natural Pond with weir for Detention and water quality improvement	2-3 Covered Tables	Doggie Pot @ end of cul-de-sac
Plant native species in pond and creek thread feeding pond area	3-4 Benches	Complete Loop trail to NE 213th cul-de-sac
Shape pond so when dry it is useable play area	Complete Loop Trail around Play equipment	Bike Rack at cul-de-sac
Signage for Wildlife around Natural Pond	Stub path from loop to court	ADA parking spot
Loop around Pond area	Central location for garbage can	
Garbage can at end of NE 214th	Install 5' wide walkway between 213th & 214th cul-de-sacs with connection to other paths	
ADA parking spot	Paths to meet ADA requirements	
Light at end of cul-de-sac	Power to Court area for Flicks in the Park	Light at end of cul-de-sac
<b>Removal/Revision to Existing</b> Gazebo & Elevated Walkways Brick Pavers	<b>Removal/Revision to Existing</b> Remove old Tires Replace failing benches & tables	<b>Removal/Revision to Existing</b> Replace failing bench with metal benches
Replace failing benches & tables		
Remove paved paths into pond area		



## 2014 Fairview Business Survey

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**1. Tell us about your business:**

Name (optional):

Products/Services Offered:

Home-based business:  Yes  No

# of Employees:

# of years in Fairview:

**2. Why did you locate your business in the City of Fairview?**

**3. What types of businesses complement your businesses the most?**

**4. a. What do you consider to be "downtown Fairview"? Please select one:**

Halsey Street

Village Street/Fairview Village

NE 223<sup>rd</sup> Avenue

Other \_\_\_\_\_

**b. What do you consider to be "the core" of Fairview? Please select one:**

Halsey Street

Village Street/Fairview Village

NE 223<sup>rd</sup> Avenue

Other \_\_\_\_\_

**5. What types of business resources/information would you be interested in receiving from the City of Fairview?**

**Please select all that apply:**

- Workforce/employment/training assistance
- Financial and other business assistance programs
- Business incentives
- Business networking opportunities
- Vacant lands/buildings
- Permitting/regulatory information
- Other \_\_\_\_\_

**6. Do you have plans to expand your business in the future? If yes, please explain how you believe the city can assist you in your process to expand i.e. permitting, available lands/buildings information, financing information.**

**7. a. What role do you think local government should play in assisting the Fairview business community?**

**b. Do you have a past experience with the City that you would like to share?**

**8. Of the following challenges that your business faces, please select all that apply:**

- Parking
- Visibility/Signage
- Truck Access/Conflicts
- Access to public transit for employees/customers
- Marketing/advertising
- Taxes/fees
- Financing/Availability of Capital
- Local Business Stability
- State Regulations
- Federal Regulations
- Customer foot/vehicle traffic
- Difficulty recruiting/retaining employees
- Vandalism/Graffiti
- Lack of knowledge about resources available to businesses
- Other \_\_\_\_\_

9. **Would you be interested in a follow-up meeting with a member of the Economic Development Advisory Committee to provide additional feedback?**

Yes, please contact me to schedule a follow-up meeting.

Name:

Phone Number:

Email:

No, thank you.

10. **The City of Fairview publishes a business directory on the City website. Would you like your business to be included in the directory?**

Yes, please add my business information to the business directory.

Business Name:

Number of Employees:

Site Use:

Business Phone:

Business Location:

Email:

Website:

No, thank you.

**Thank you for completing the Fairview Business Survey!**

**If you have questions or additional comments, please contact:**

**Erika Fitzgerald, Development Analyst**

**503-674-6242**

**[fitzgeralde@ci.fairview.or.us](mailto:fitzgeralde@ci.fairview.or.us)**



## FAIRVIEW CITY COUNCIL STAFF REPORT

**Date:** January 15, 2014  
**To:** Mayor and City Council  
**Through:** Samantha Nelson, City Administrator  
Heather Martin, City Attorney  
**From:** Allan Berry, Public Works Director  
Mouhamad Zaher, Engineering Associate  
**Subject:** Ordinance Number: 4-2014

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### Addresses Council Goal

N/A

### Report in Brief

The City of Fairview currently has rules and regulations regarding the discharge of stormwater under NPDES permit ORS-108013 and is a co-permittee with the City of Gresham for implementation and enforcement of those regulations. As a result of an EPA audit of the permit requirements, the EPA issued an Administrative Compliance Order outlining areas of the permit that needed further attention by the permittees. More specifically:

1. Develop site plan review procedures.
2. Develop and document site inspection procedures.

The resulting outcomes for the community, due to the proposed adoption of the Gresham Erosion Prevention and Sediment Control Manual, are more effective and efficient compliance with the Clean Water Act.

### Background

In 1995, the Cities of Gresham and Fairview (co-permittees) were issued a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Discharge Permit by the Oregon Department of Environmental Quality (DEQ). The Permit was renewed in December, 2010 after extensive review, negotiation, and reconsideration.

The City of Fairview developed a Stormwater Management Plan (SWMP) to describe the measures the City has been and will be conducting to reduce the discharge of pollutants, protect water quality, and satisfy applicable requirements of the Clean Water Act. These measures are commonly known as best management practices (BMPs). The City is responsible for managing stormwater within its

boundaries which include discharges to the Columbia River, Fairview Creek, Fairview Lake, Blue Lake, Osburn Creek, and Salmon Creek.

The City is also required to submit an annual system-wide report by November 1 of each year for the time period July 1 through June 30. The report is coordinated by the City of Gresham and contains the status of the stormwater program. Since the inception of the stormwater program in 1994, we have continued to focus on efficient, effective methods to research, plan, develop, and implement stormwater pollution prevention and control programs.

The Erosion Control Technical Guidance Handbook currently in use by the City of Fairview was drafted in 1993 and requires major rewrites and modifications to bring it into compliance with the current permit requirements. By adopting the Gresham Erosion standards, we avoid the high cost of revising the standard, and provide consistency in reporting to the state and federal agencies, and keep current with the required documentation.

**Fiscal Impact**

None

**Community Involvement**

None

**Recommendation/Suggested Motion**

Staff respectfully recommends that City Council approve Ordinance 4-2014.

**Attachments**

- Ordinance 4-2014
- Erosion Prevention and Sediment Control Manual, City of Gresham, revised January 2011 (300 pages – available upon request)

**ORDINANCE**  
**(04 -2014)**

**AN ORDINANCE OF THE FAIRVIEW CITY COUNCIL AMENDING CHAPTER 16.15 OF THE FAIRVIEW MUNICIPAL CODE (FMC) "EROSION CONTROL PLAN"**

**WHEREAS**, the City of Fairview has been issued a National Pollutant Elimination System (NPDES) Permit ORS-108013 for Municipal Separate Storm Sewer Systems (MS4) by the Oregon Department of Environmental Quality; and

**WHEREAS**, the Environmental Protection Agency (EPA) conducted an audit of the City of Fairview's processes and procedures; and

**WHEREAS**, the City of Fairview current, "Erosion Control Plans Technical Guidance Handbook" does not contain site plan review procedures; and

**WHEREAS**, the City of Fairview has been issued an Administrative Compliance Order by the EPA; and

**WHEREAS**, the City wishes to comply with the requirements of the NPDES MS4 permit as detailed in the Administrative Compliance Order;

**NOW THEREFORE**, based on the foregoing, the City of Fairview ordains as follows:

**Section 1.** Chapter 16.15 is hereby amended as follows:

***"Chapter 16.15  
EROSION CONTROL PLAN"***

Sections:

16.15.010 Adopted – Intent.

**16.15.010 Adopted – Intent.**

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The city of Fairview does here adopt the City of Gresham's "Erosion Prevention and Sediment Control Manual, revised Jan 2011\*"and attached to the ordinance codified in this chapter, to promote and encourage construction practices which minimize the amount of disturbed land area and avoid or minimize work on steep slopes, the intent of which plan is to provide the following positive results:

A. Less chance of soil washing off the site and clogging streets, drain systems, and neighbors' yards;

B. The number and size of erosion control measures required will be minimized;

C. The costs of maintaining erosion control facilities are minimized;

D. As much topsoil as possible is retained on concerned sites, making revegetation and landscaping easier to establish. (Ord. 3-1993 § 1.3)

\*Code reviser's note: The Erosion Prevention and Sediment Control Manual is on file in the city clerk's office."

**Section 2.** This ordinance is effective upon and from 30 days after its enactment by the Council.

Ordinance adopted by the City Council of the City of Fairview, this 5th day of February, 2014.

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Mayor, City of Fairview  
Mike Weatherby

ATTEST

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City Recorder, City of Fairview  
Devree Leymaster



## FAIRVIEW CITY COUNCIL STAFF REPORT

**Date:** January 15, 2014  
**To:** Mayor and City Council  
**Through:** Samantha Nelson, City Administrator  
Heather Martin, City Attorney  
**From:** Lesa Folger, Deputy Finance Director  
**Subject:** Ordinance – Utility billing penalty fee reduction

**Ordinance Number:** 8-2014

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### **Addresses Council Goal**

N/A

### **Report in Brief**

Ordinance 8-2014 reduces utility billing penalty fees from ten (10) percent to five (5) percent and increases the minimum delinquent balance on which a penalty may be charged.

### **Background**

During the budget approval process, staff was asked to review and present to Council the City's current utility billing penalty process in comparison to the processes utilized by other jurisdictions.

On October 2, 2013, City Council held a work session in which the utility billing penalty fees were reviewed and compared. Council directed staff to present an ordinance to reduce these fees and increase the minimum delinquent balance upon which a penalty may be charged.

### **Fiscal Impact**

\$50,000 / year (approximate)

### **Community Involvement**

N/A

### **Alternative Courses of Action**

Retain current penalty fee structure

**Recommendation/Suggested Motion**

Staff respectfully recommends approval of Ordinance 8-2014

**Attachments**

- Ordinance 8-2014

**ORDINANCE**  
**(08-2014)**

**AN ORDINANCE OF THE FAIRVIEW CITY COUNCIL AMENDING CHAPTER  
13.05, 13.10 and 13.30 OF THE FAIRVIEW MUNICIPAL CODE (FMC) CONCERNING  
UTILITY BILLING DELINQUENT PENALTY FEE AMOUNTS**

**WHEREAS**, a meeting was held by the Fairview City Council on October 2, 2013; and

**WHEREAS**, the City Council desires to reduce the penalty fee charged to utility customers on delinquent balances; and

**WHEREAS**, the City Council desires to increase the minimum delinquent balance upon which a penalty may be charged; and

**WHEREAS**, the City Council wishes to amend Chapters 13.05, 13.10 and 13.30 of the FMC in order to reduce said penalties and increase the minimum delinquent balance upon which a penalty may be charged.

**NOW, THEREFORE, THE CITY OF FAIRVIEW ORDAINS AS FOLLOWS:**

**Section 1** FMC Chapters 13.05, 13.10, and 13.30 are amended as set forth in Exhibit A

**Section 2** This ordinance is and shall be effective for March 2014 penalty assessments, as well as past due balances as of March 2014.

Ordinance adopted by the City Council of the City of Fairview, this 15<sup>th</sup> day of January, 2014.

\_\_\_\_\_  
Mayor, City of Fairview  
Mike Weatherby

ATTEST

\_\_\_\_\_  
City Recorder, City of Fairview  
Devree Leymaster

## Exhibit A

### 13.05.100 Billing and payment

#### F. Past Due and Delinquent Accounts.

5. Penalty Fees – Late Payments. The penalty on past due accounts and delinquent accounts shall be 5.40 percent of all unpaid charges, including previously assessed penalties. Penalty fees will only be assessed on accounts with total balances of \$10.01 or more on the date of penalty assessment. Once a penalty has been assessed, any payment to the city shall be applied by the billing system on a weighted average across the utility funds for all unpaid charges.

### 13.10.270 Service charges

B. The customer and the owner of the property served shall each be responsible for payment of the service charges provided for by this section. A penalty fee late charge equal to the percentage set by Council of 10 percent of the service charge shall be added each month on all charges that are delinquent to help defray the city's cost for administering the delinquency. Penalty fees will only be assessed on accounts with total balances of \$10.01 or more on the date of penalty assessment. (Ord. 3-1989 § 27)

### 13.30.070 Enforcement

A penalty fee equal to the percentage set by Council shall be added each month on all charges that are delinquent. Penalty fees will only be assessed on accounts with total balances of \$10.01 or more on the date of penalty assessment. In addition to other lawful remedies, the city administrator may enforce the collection of charges required by this chapter by withholding delivery of water to any premises where the storm drain utility charges are delinquent or unpaid. (Ord. 5-1994 § 8)



## FAIRVIEW CITY COUNCIL STAFF REPORT

**Date:** November 21, 2013  
**To:** Mayor and City Council  
**Through:** Samantha Nelson, City Administrator  
Heather Martin, City Attorney  
**From:** Ken Johnson, Chief of Police  
Ted Kotsakis, PSAC Committee Chair  
**Subject:** Repeal of Fairview Municipal Code Chapter 2.19 Public Safety Advisory  
Committee  
**Ordinance Number:** 03-2014

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### Addresses Council Goal

N/A

### Report in Brief

It has been recommended by the Public Safety Advisory Committee members and council liaisons that the need for the Public Safety Advisory Committee no longer exists, and in fact, the City and citizens would be better served by the Council appointing a task force for specific issues related to public safety as they arise. A task force or a Chief's Advisory Committee would enable the Council to appoint individuals with specific expertise and interests in a singular issue or mission. To facilitate this recommendation, it has been proposed that the Council repeal through ordinance, FMC Chapter 2.19. As always, the Chief of Police or one of his management team are available to listen to citizen concerns and feel that direct communications facilitate the Police Department's ability to respond in a much timelier manner.

### Background

In 2011, City Council passed Ordinance 06-2011 adopting code language creating the Public Safety Advisory Committee. The code evolved from the Chief's recommendation of convening a Chief's Advisory Committee to further community policing. The need for citizen involvement in providing input to the Chief of Police and to the City Council on issues as they arise remains; however, the need for a standing committee has been determined to be unnecessary. This has been demonstrated by the fact that in the past 24 months, 11 meetings were cancelled and at no time since January 2012 have all seven members of the committee attended the same meeting. It is recommended that the Council repeal FMC Chapter 2.19 and in its place, as the need arises or is requested by the Chief of Police, appoint citizen members to a task force with a specific purpose.

Chief Johnson has spoken with the PSAC members and the council liaisons and all are in favor of this action by the Council.

**Fiscal Impact**

None

**Community Involvement**

Discussions with PSAC members.

**Alternative Courses of Action**

Council could choose to not repeal FMC Chapter 2.19.

**Recommendation/Suggested Motion**

Staff respectfully recommends approval of Ordinance 03-2014 Repealing Chapter 2.19 Public Safety Advisory Committee of the Fairview Municipal Code.

**Attachments**

- Ordinance 03-2014
- Attachment 1: FMC Chapter 2.19

**ORDINANCE**  
**(03-2014)**

**AN ORDINANCE OF THE FAIRVIEW CITY COUNCIL REPEALING FAIRVIEW MUNICIPAL CODE CHAPTER 2.19 PUBLIC SAFETY ADVISORY COMMITTEE.**

**WHEREAS**, Fairview Municipal Code Chapter 2.19 Public Safety Advisory Committee was adopted through Ordinance 06-2011; and

**WHEREAS**, the City Council finds it appropriate to repeal FMC Chapter 2.19 and to utilize a task force to provide recommendations as needed and directed by the Chief of Police and City Council;

**NOW, THEREFORE, THE CITY OF FAIRVIEW ORDAINS AS FOLLOWS:**

- Section 1.** Chapter 2.19, Public Safety Advisory Committee, of the Fairview Municipal Code is repealed.
- Section 2.** This ordinance is effective upon and from 30 days after its enactment by the Council.

Ordinance adopted by the City Council of the City of Fairview, this 15<sup>th</sup> day of January, 2014.

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Mayor, City of Fairview  
Mike Weatherby

ATTEST

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City Recorder, City of Fairview  
Devree Leymaster

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## Chapter 2.19 PUBLIC SAFETY ADVISORY COMMITTEE

### Sections:

- 2.19.010 Creation and duties.
- 2.19.020 Membership and rules.
- 2.19.030 Officers.
- 2.19.040 Meetings and quorum.
- 2.19.050 Expenditure of funds.
- 2.19.060 Report to city council.

### **2.19.010 Creation and duties.**

A. The public safety advisory committee (PSAC) is established for the purpose of advising and making recommendations to the chief of police and the city council regarding public safety needs in the city of Fairview. The committee shall be responsible for, but not limited to, the following activities:

1. Review and make recommendations on community livability concerns related to crime prevention and traffic safety that affects public safety in Fairview;
2. Review and make recommendations on police-community partnerships to mitigate the negative influence of crime on the community;
3. Promote public education and awareness of the effects of crime and the fear of crime on the community;
4. Collaborate with local, county, and state government agencies to develop strategies to mitigate negative community livability concerns by focusing partnership agency resources to reduce or eliminate specific crime, problem areas, or concerns;
5. Provide policy guidance to the council on matters of public safety and to act as a liaison between the public, interest groups and the city's elected and appointed officials; and
6. Any other duties or functions assigned by motion or resolution of the council.

B. The public safety advisory committee is not charged with and shall not engage in reviewing use of force complaints or citizen's complaints against public safety personnel.

C. The public safety advisory committee shall meet at times deemed necessary by the committee; however, they will meet at least once per quarter. (Ord. 6-2011 § 1 (Exh. 1))

#### **2.19.020 Membership and rules.**

A. The committee shall consist of a total of eight members, seven of whom are regular members and one member of the city council who shall be a nonvoting member. No less than a majority of the regular members shall be residents of the city, and all members shall reside, work in, own property, or own a business within the city. Whenever possible, the committee shall consist of at least one representative from the business community, one employee from Reynolds School District, one representative from the faith community, and one representative from multifamily housing. All members shall be appointed by the city council. Terms shall be for a period of three years or until a successor is appointed; however, of the initial seven members who are appointed, two shall be appointed for one-year terms, two shall be appointed for two-year terms, and three shall be appointed for three-year terms.

B. Each committee member serves at the pleasure of the city council and may be removed before the end of the committee member's term. The city council may add other nonvoting city council members to the committee at their discretion.

C. The city council shall fill any vacancy on the committee for the unexpired term of the member creating the vacancy. (Ord. 6-2011 § 1 (Exh. 1))

#### **2.19.030 Officers.**

A. At its first meeting, the committee shall elect a chair and a vice-chair who shall hold office for one year, except that the first chair and vice-chair shall serve until the end of the calendar year. At the first meeting of each calendar year, the chair or vice-chair from the previous year shall preside over the elections for chair and vice-chair.

B. When the chair is absent, the vice-chair shall assume the responsibilities of the chair as chair pro tem. If the office of chair becomes vacant, the vice-chair shall become the chair and shall call an election to fill the remaining term of the vice-chair. (Ord. 6-2011 § 1 (Exh. 1))

#### **2.19.040 Meetings and quorum.**

A majority of the committee shall constitute a quorum. Not less than a quorum of the committee may transact any business or conduct proceedings before the committee. The committee may adopt and amend rules and regulations to govern policy and procedures to implement this chapter. The committee shall convene when necessary to discharge its duties but not less than four times in a calendar year. The committee shall establish regular meeting dates and meeting locations at the first meeting in January of each year. All meetings are open to the public and shall be subject to the requirements of Oregon Public Meetings Law (ORS 192.610 to 192.690). (Ord. 6-2011 § 1 (Exh. 1))

**2.19.050 Expenditure of funds.**

The committee shall obtain approval of the city administrator or designee before expending or obligating funds on behalf of the city. (Ord. 6-2011 § 1 (Exh. 1))

**2.19.060 Report to city council.**

No later than the first of February of each year, the committee shall file its annual report with the city council. The annual report shall include sufficient details of the committee’s activities during the preceding year and other matters and recommendations the committee deems appropriate for the city council. (Ord. 6-2011 § 1 (Exh. 1))

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**The Fairview Municipal Code is current through Ordinance 13-2011, passed May 18, 2011.**

Disclaimer: The City Recorder's Office has the official version of the Fairview Municipal Code. Users should contact the City Recorder's Office for ordinances passed subsequent to the ordinance cited above.

City Website:  
<http://www.fairvieworegon.gov/>  
(<http://www.fairvieworegon.gov/>)  
City Telephone: (503) 674-6224  
Code Publishing Company  
(<http://www.codepublishing.com/>)  
eLibrary  
(<http://www.codepublishing.com/elibrary.htm>)



## FAIRVIEW CITY COUNCIL STAFF REPORT

**Date:** January 8, 2014  
**To:** Mayor and City Council  
**Through:** Samantha Nelson, City Administrator  
Heather Martin, City Attorney  
**Subject:** Adopting Fairview Municipal Code Section 2.14 Commissions, Committees,  
and Task Forces- Council Created Advisory Bodies  
**Ordinance Number:** 07-2014

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### Addresses Council Goal

N/A

### Report in Brief

On August 14, 2013 the Fairview City Council provided direction to staff to develop Fairview Municipal Code Language to standardize the administration of Council created advisory bodies such as commissions, committees and task forces. Staff received input regarding the concerns and then surveyed a number of other City's similar code language a. On October 16, 2013, a draft was presented at a City Council work session for review and revision. A committee of Councilor Arnold, Councilor Prom, and Councilor Kreamier was created to review the code language, amend it, and to then present it to the Council body for consideration of adoption. The Committee met on four separate occasions and has completed their work on Fairview Municipal Code Section 2.14 and it is attached as Exhibit A.

### Background

Staff was approached several times during the last year regarding City adopted policies and procedures to be followed in regards to the various advisory committees of the Council as well as in relation to the creation of new committees. The City Attorney recommended the City consider adoption of code language with uniform policies and procedures to govern committees.

The Fairview Municipal Code has specific sections for each advisory committee to the council:

- Planning Commission Section 2.15
- Parks and Recreation Advisory Committee Section 2.16
- Arts and Community Events Advisory Committee Section 2.17
- Public Safety Advisory Committee Section 2.19
- Economic Development Advisory Committee Section 2.21.

What the City does not have is a section which is universally applied to all committees addressing the issues of creation, structure, appointment and removal, participation, attendance, residency, term limits and vacancies, dissolution, roles of council and staff support, reporting and communication. A lack of adopted code language or policy and procedures on these key topics has caused confusion, delays, and sometimes frustration for all those involved. In order to alleviate issues for the future, staff researched potential policies and procedures and municipal code language for the Council to consider for adoption.

A Council Committee was appointed by Mayor Weatherby consisting of Councilor Arnold, Councilor Kreamier, and Councilor Prom to review proposed Fairview Municipal Code Language governing commissions, committees, task forces and other council appointed advisory committees. The committee met on four separate occasions and FMC Section 2.14 is attached as Exhibit A for council consideration. The committee is continuing its work in completing the “Committees Policies and Procedures” which will be adopted by resolution. These are the specific details (such as language regarding length of time and application is considered “active”) associated with FMC 2.14.

### **Fiscal Impact**

None

### **Community Involvement**

Public Hearing to be held on February 5, 2014.

### **Alternative Courses of Action**

Council could choose to amend the language as presented and have those changes presented at the next City Council meeting.

Council could choose to not adopt the language and continue with current code language for committees.

Council could choose to not adopt the language as presented and direct staff to pursue another course of action in relation to committee governance.

### **Recommendation/Suggested Motion**

Staff respectfully recommends adoption of Ordinance 07-2014 Adopting Fairview Municipal Code Section 2.14 Commissions, Committees, and Task Forces- Council Created Advisory Bodies

### **Attachments**

- Ordinance 07-2014
- Exhibit A- Fairview Municipal Code Section 2.14

**ORDINANCE**  
**(07-2014)**

**AN ORDINANCE OF THE FAIRVIEW CITY COUNCIL ADOPTING FAIRVIEW MUNICIPAL CODE CHAPTER 2.14 COMMISSIONS, COMMITTEES, AND TASK FORCES- COUNCIL CREATED ADVISORY COMMITTEES.**

**WHEREAS**, the City Council recognizes the importance of citizen involvement in the public deliberative process; and

**WHEREAS**, the City Council utilizes Council-created advisory committees to assist with facilitating citizen involvement on a variety of topics, projects, issues and programs; and

**WHEREAS**, the City Council finds it in the best interest of the City to adopt standardized processes for the creation and administration of all advisory committees, commissions, task forces, or groups through the adoption of Fairview Municipal Code Chapter 2.14.

**NOW, THEREFORE, THE CITY OF FAIRVIEW ORDAINS AS FOLLOWS:**

**Section 1** Fairview Municipal Code Chapter 2.14 is adopted as shown in Exhibit A.

**Section 2** This Ordinance is effective upon and from 30 days after its enactment by the Council.

Ordinance adopted by the City Council of the City of Fairview, this 5<sup>th</sup> day of February, 2014.

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Mayor, City of Fairview  
Mike Weatherby

ATTEST

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City Recorder, City of Fairview  
Devree Leymaster

## Ordinance 07-2014

### Exhibit A

*(All language below is new)*

#### Section 2.14 COMMISSIONS, COMMITTEES AND TASK FORCES- COUNCIL-CREATED ADVISORY BODIES

- 2.14.010 Purpose
- 2.14.020 Creation
- 2.14.030 Structure.
- 2.14.040 Appointment and Removal
- 2.14.050 Participation and Attendance
- 2.14.060 Residency Requirements
- 2.14.070 Dissolution
- 2.14.080 Term of Membership
- 2.14.090 Term Limits
- 2.14.110 Vacancies
- 2.14.120 Officers; Terms of Office
- 2.14.130 Council and Staff Support
- 2.14.140 Advisory Body Purpose; Meetings; Reporting; and Other Responsibilities

#### **2.14.010 Purpose**

The city council recognizes the importance of the public deliberative process and the contributions citizens may offer the city through a structured citizen involvement process. As the recipients of government services, citizens may best be able to identify where efficiencies and improvements may benefit the city. To that end, council has created a system of advisory bodies designed to foster the relationship between the city and its citizens and ensure that the city considers and appropriately weighs the needs and interests of all city citizens.

#### **2.14.020 Creation**

A. Unless expressly stated to the contrary, all commissions, committees, task forces and other advisory bodies created under this chapter shall be subject to the provisions of this chapter and the council- adopted policies, rules and guidelines. The Commissions, Committees, Task Forces, and other Advisory bodies Policies, Rules and Guidelines will be adopted by resolution. Changes to the adopted operating policies, rules and guidelines shall require formal council action.

B. For the purpose of this chapter, a permanent standing council citizen advisory commission, or committee (CCAC), shall be defined as any commission, committee, or other advisory body that is created by council through an ordinance to address functional areas of policy, operation and interest to the council which ordinance is codified in the Fairview Municipal Code.

C. All other council advisory bodies including task forces and focus groups that are temporary in nature and formed for a specific purpose, for a limited, stated duration shall be created by council resolution and must be dissolved upon completion of the stated purpose.

#### **2.14.030 Structure**

- A. Every commission, committee, task force, or other advisory body created under FMC 2.14.020 shall have a specific statement of purpose in the creating ordinance or resolution that identifies the general mission, charge and responsibility of each commission, committee, task force or other advisory body. The structure and purpose of advisory bodies will be reexamined periodically by the council to determine need and effectiveness. The City Council will meet annually with each CCAC to present the CCAC with an annual work plan for the fiscal year.
- B. Every commission, committee, task force, or other advisory body member appointed under the authority of FMC 2.14 shall be subject to the Ethics Code adopted by and applicable to members of the City Council.
- C. CCAC's may recommend to council the creation of citizen advisory subcommittees (CCAC subcommittees) as well as task forces and/or focus groups as needed to complete the work plan of the CCAC or otherwise advise and assist the CCAC or council. Any such advisory body recommended by a CCAC shall be created as set forth in Section 2.14.020C above. .
- D. CCAC may create a work group, without council approval, of less than a quorum of the CCAC members, to complete work tasks provided to the CCAC by the council. The work group shall serve for a specific purpose and targeted time frame, and be dissolved upon completion of the stated work project or work purpose.

#### **2.14.040 Appointment and Removal**

- A. Members of all commissions, committees, task forces, and all other advisory bodies created under FMC 2.14 shall be appointed by a majority vote of the council. Members of all commissions, committees, task forces and advisory bodies serve as volunteers and shall not be monetarily compensated for their participation.
- B. Members of CCACs shall be recruited and selected through an open, well-publicized public process.
- C. Except as may be required by law or written agreement, individuals appointed to any commission, committee, task force or other advisory body may be removed by a majority vote of the council for any reason and at any time during the member's term of appointment.

#### **2.14.050 Member Participation and Attendance**

- A. Unless expressly stated to the contrary elsewhere in the Fairview Municipal Code or Oregon law, failure of any advisory body member, of any advisory body, to attend three consecutive meetings of the commission, committee, task force, or other advisory body to which he/she has been appointed, will result in automatic termination of the member's appointment; provided, however, that a majority vote of the council may waive automatic termination if expressly requested by the advisory body and is, in the discretion of council, warranted by individual circumstances.

#### **2.14.060 Residency Requirements**

A. Unless otherwise approved by council or required by state law, all members of CCACs, committees, task forces, or other advisory bodies created under FMC 2.14 must reside within the Fairview city limits.

B. Members of CCACs, committees, task forces, or other advisory bodies created under FMC 2.14 may reside outside the Fairview city limits only by approval of the council if the member has a vested interest or specific skill related to the task of the advisory body. In making appointments for any advisory body, council may give preference to Fairview residents.

#### **2.14.070 Dissolution**

The mayor and city council may, through the appropriate legislative action, dissolve any commission, committee, task force or other advisory body created under FMC 2.14, except those required by state law.

#### **2.14.080 Term of Membership**

A. Unless otherwise expressly provided or required by state law, the term of appointment to any CCAC created under FMC 2.14, shall be for a period of three years.

B. The term of appointment to any other committee, task force or other advisory body created under FMC 2.14 shall run until the work of the committee, task force or other advisory group has been completed or a period of one year, whichever is shorter; unless otherwise approved by council.

#### **2.14.090 Term Limits**

A. Unless otherwise expressly approved by council, no individual shall serve on the same CCAC for more than two consecutive membership terms.

B. No individual shall serve on more than two CCACs at a time unless approved by a majority of the council. This provision shall not apply to subcommittees, task forces or other advisory bodies that are created by council for a specific purpose or that are of a temporary nature.

C. No individual shall serve on both the Budget Committee and the Planning Commission at the same time.

#### **2.14.110 Vacancies**

A. Vacancies created due to the mid-term resignation or removal of a member shall be filled in accordance with the process set forth in the adopted by resolution Commissions, Committees, Task Forces, and other Advisory bodies Policies, Rules and Guidelines operating rules, policies and guidelines adopted by the council, including appointment by a majority vote of the council, and shall be for the remainder of the vacant term. Appointment to a vacancy mid-term shall not be considered in calculating maximum membership term limits unless the term appointment exceeds two years, in which case appointment to the vacancy will be considered in calculating maximum membership terms.

#### **2.14.120 Officers; Terms of Office**

A. Unless otherwise directed by council, in January of each year, every commission, committee, subcommittee, task force, or focus group created under FMC 2.14, for which the term of chair or vice-chair is expired, shall elect a new chair or vice-chair each of whom shall hold a one-year

term of office. In the event a vacant officer position is not filled within a reasonable time, the council will appoint an individual to fill the vacancy subject to a majority vote of the council.

B. Unless otherwise approved by the council, no officer position may serve more than two successive terms in any one office. Election to a vacant term of office set forth in FMC 2.14.120 shall not be considered in calculating office term unless the remainder of the term of the vacant office is greater than nine months.

#### **2.14.130 Council and Staff Support**

A. At least one member of the council will be appointed, as "Council Liaison," by the mayor to each CCAC.

1. Council Liaisons will attend CCAC meetings and act as a resource of information for the CCAC members and communicate council direction to the CCAC in an effort to maintain alignment with council goals, work plans, and specific project objectives. Council Liaisons will review the Council Work Plan specific to the CCAC and inform the CCAC of council meeting agenda items and of council decisions that may be of interest to the CCAC. Council Liaisons will also encourage CCAC members to attend council meetings to keep abreast of council action, policy matters, and the activities of the council.

2. A Council Liaison, shall not attempt to direct debate, lobby, or otherwise influence the direction or decisions of any advisory body.

3. Council Liaisons shall not be eligible to vote on any CCAC agenda items.

B. The City Administrator shall assign a staff person, as "Staff Liaison," to provide technical information, guidance and clerical support for each CCAC as well as any CCAC subcommittee, task force or focus group created under the provisions of FMC Chapter 2.14.

1. The primary staff person(s) assigned to a CCAC will be designated as the Staff Liaison(s) and will be responsible to ensure compliance with public meetings laws.

2. Staff Liaisons may actively participate in discussions of a CCAC where appropriate and/or necessary or when requested by the CCAC.

3. Staff Liaisons shall not be eligible to vote on any CCAC or CCAC subcommittee, task force or focus group agenda items.

#### **2.14.140 Advisory Body Purpose; Meetings; Reporting; Other Responsibilities**

A. Unless otherwise required by law or written agreement, every commission, committee, subcommittee, task force, focus group or other advisory body created under FMC 2.14 shall have provided to them by council, expressed statements of purpose, powers, and duties that identify the general mission, charge, and responsibilities by which its activities are to be governed. Projects or activities beyond these expressed statements or annual work plans must be submitted to and approved by a majority vote of the council.

B. Unless otherwise expressly provided or required by law, meeting schedules shall be established by the relevant committee as needed to address the relevant annual work plans and to conduct the business of the commission, committee, task force, focus group or other advisory body.

C. A majority of voting members of an advisory body shall constitute a quorum one of whom must be the chair or vice-chair of the committee.

1. Vacant positions will not be counted in determining the existence of a quorum; provided, however, in no event shall a quorum be established and/or official business be conducted by a commission, committee, task force, or focus group created under FMC 2.14 that has vacant positions:
  - a. With less than three voting members present, one of whom must be the chair or vice-chair, for standing committees with membership codified at seven members or less; and
  - b. With less than five voting members present, one of whom must be the chair or vice-chair, for standing committees with membership codified at more than seven members.

D. Minutes shall be kept and maintained for all meetings.

E. The Chair of each commission, committee, task force, or other advisory group will present a status report to the City Council on a quarterly basis.

F. Within the first year of appointment as a member to a commission, committee, task force or focus group created under FMC 2.14, all members shall participate in a city law orientation for volunteers or otherwise demonstrate knowledge and familiarity with state and local law and rules governing the conduct of public officials.



## FAIRVIEW CITY COUNCIL STAFF REPORT

**Date:** January 6, 2014  
**To:** Mayor and City Council  
**Through:** Allan Berry, Public Works Director  
Samantha Nelson, City Administrator  
Heather Martin, City Attorney  
**Subject:** Proposed Fairview Municipal Code Revision Regarding Oregon House Bill  
3460 Medical Marijuana Dispensaries  
**Ordinance:** 05-2014

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### Addresses Council Goal

N/A

### Report in Brief

Oregon House Bill 3460, passed in August 2013, requires medical marijuana dispensaries to register with the Oregon Health Authority. The bill, the majority of which becomes effective March 1, 2014, establishes rules for the regulation of medical marijuana dispensaries.

The City Council provided direction to staff on December 4<sup>th</sup> to move forward with changes to the Fairview Municipal Code (Code) to ensure that all businesses operating in Fairview are in compliance with federal law, to prevent the operation of medical marijuana dispensaries in the City of Fairview. Towards that end, staff has prepared language for the Code that would require all facilities in the City to comply with the U.S. Controlled Substances Act. Staff has also prepared language amending the business license section of the Code to require all businesses in the City to obtain a business license, which license will not be issued unless the business is in compliance with the U.S. Controlled Substances Act. Other changes to the business license code include a requirement to post the license at the place of business, and penalties for failure to obtain a license.

### Background

In 1998, Oregon became one of the first states to legalize medical marijuana. The Oregon Medical Marijuana Program (“OMMP”) is administered by the Oregon Health Authority (“OHA”) and allows registered “cardholders” to legally consume marijuana for medical purposes. The law originally allowed cardholders to grow their own marijuana or obtain it from other registered growers if they were not able to grow it themselves. To help facilitate getting medical marijuana to

cardholders, in recent years a number of medical marijuana “dispensaries” have opened across the state. These dispensaries obtain marijuana from registered growers and act as “retail” marketplaces for cardholders who find it difficult to obtain their medical marijuana.

The dispensaries are neither registered cardholders nor registered growers; consequently they have existed in a legal gray area. In order to address the uncertain legality of these dispensaries and to regulate them at the state level, the Oregon Legislature passed HB 3460, which establishes uniform registration and licensing procedures. Oregon now joins 15 other states that have legalized dispensaries for medical marijuana.

Specifically, HB 3460 provides that to qualify as a medical marijuana facility the following requirements apply:

- Must be located in an area that is zoned for commercial, industrial or mixed use or as agricultural land and may not be located at the same address as a marijuana grow site;
- Must be registered as a business or have filed a pending application to register as a business with the Office of the Secretary of State;
- Must not be located within 1,000 feet of the real property comprising a public or private elementary, secondary or career school attended primarily by minors;
- Must not be located within 1,000 feet of another medical marijuana facility; and
- Must comport with rules to be adopted by OHA<sup>1</sup> related to security systems and testing for pesticides, mold, and mildew.

The City Council provided direction to staff at the December 4<sup>th</sup> meeting to move forward with changes to the Code to restrict the operation of medical marijuana dispensaries in the City. At this juncture there are no proposed changes to the development code. There is already a provision in the development code requiring each development and land use application and other procedure initiated under the code to be consistent with applicable state and federal laws and regulations.

### **Fiscal Impact**

N/A

### **Community Involvement**

N/A

### **Alternative Courses of Action**

1. Approve recommended revisions to the Code including (1) the addition of a new Chapter 9.21 requiring all facilities in the City to comply with the U.S. Controlled Substances Act and (2) a requirement under Chapter 5.05 of the Code that all businesses in Fairview must obtain a business license, which license will not be issued if the business is not in compliance with Chapter 9.21.
2. Reject recommended addition of Chapter 9.21 and revision of Chapter 5.05. Direct staff to explore other alternatives for Council review.

Recommendation/Suggested Motion

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<sup>1</sup> OHA is expected to come out with the proposed rules sometime in January.

If the Council desires to prohibit medical marijuana dispensaries in the City, staff recommends that City Council adopt Ordinance 05-2014 Adopting FMC 9.21 Requiring Compliance with the U.S. Controlled Substance Act and Amending FMC 5.05 Business License Provisions. These changes to the Code will also allow the City to enforce its business license provisions to ensure that the new Chapter 9.21 is adhered to.

**Attachments**

- Ordinance 05-2014
- FMC 9.21
- FMC 5.05

**ORDINANCE**  
**(05-2014)**

**AN ORDINANCE OF THE FAIRVIEW CITY COUNCIL ADOPTING FAIRVIEW MUNICIPAL CODE CHAPTER 9.21 REQUIRING COMPLIANCE WITH THE U.S. CONTROLLED SUBSTANCES ACT AND AMENDING CHAPTER 5.05 BUSINESS LICENSE PROVISIONS.**

**WHEREAS**, House Bill 3460, enacted by the Oregon State Legislature parts of which are effective March 1, 2014, requires medical marijuana dispensaries to register with the Oregon Health Authority and establishes rules for the regulation of medical marijuana dispensaries; and

**WHEREAS**, neither HB 3460 or Senate Bill 863 (the genetically modified organism bill that passed in the Oregon State Legislature special legislative session) require or impose an affirmative duty or mandate upon local governments such as the City of Fairview to allow, authorize or sanction the establishment and operation of facilities dispensing marijuana in their respective jurisdictions. Moreover, neither HB 3460 or SB 863 created a constitutional right to obtain marijuana; and

**WHEREAS**, HB 3460 and SB 863 do not abrogate the City of Fairview’s powers to regulate for public health, safety, and welfare; and

**WHEREAS**, marijuana remains an illegal substances under the U.S. Controlled Substances Act, 21 U.S.C. § 801 et. seq. and is classified as a “Schedule I Drug” defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use. Further the U.S. Controlled Substances Act, 21 U.S.C. § 841 makes it unlawful for any person to manufacture, distribute, dispense, or possess with intent to manufacture, distribute, or dispense marijuana. The Controlled Substances Act does not exempt the dispensing, distribution or possession of marijuana for medical purposes; and

**WHEREAS**, persons in the City of Fairview that may be in need of medical marijuana have access to facilities dispensing marijuana in nearby cities including Portland and Wood Village; and

**WHEREAS**, the City Council of the City of Fairview finds that the public health, safety and general welfare of the City and its residents necessitates and requires the adoption of this Ordinance prohibiting the establishment and operation of medical marijuana dispensaries; and

**WHEREAS**, the City Council finds it necessary to revise its business license code provisions to require all businesses in the City to obtain a license allowing the City to determine the types of businesses operating in the City and to ensure compliance with this Ordinance;

**NOW, THEREFORE, THE CITY OF FAIRVIEW ORDAINS AS FOLLOWS:**

**Section 1.** Chapter 9.21 is added to the Fairview Municipal Code as set forth in the attached Exhibit A.

**Section 2.** Chapter 5.05 of the Fairview Municipal Code is revised to require all businesses operating in the City of Fairview to obtain a business license as set forth in the attached Exhibit B.

**Section 3.** This ordinance is effective upon and from 30 days after its enactment by the Council.

Ordinance adopted by the City Council of the City of Fairview, this 5th day of February, 2014.

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Mayor, City of Fairview  
Mike Weatherby

ATTEST

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City Recorder, City of Fairview  
Devree Leymaster

## Chapter 9.21

### COMPLIANCE WITH U.S. CONTROLLED SUBSTANCES ACT

#### Sections

**9.21.010 Purpose**

**9.21.020 Facilities Not in Compliance with U.S. Controlled Substances Act Prohibited**

**9.21.030 Violation and Enforcement**

**9.21.010 Purpose**

It is the purpose of this chapter to preclude and prohibit the opening, establishment, maintenance or operation of facilities that do not comply with the U.S. Controlled Substances Act, 21 U.S.C. § 801 et seq.

**9.21.020 Facilities Not in Compliance with U.S. Controlled Substances Act Prohibited**

A. The establishment, maintenance, or operation by a person, business or other entity of a facility within the City that is not in compliance with the U.S. Controlled Substances Act is prohibited and is declared to be a public nuisance. The City may abate any nuisance under this Chapter either pursuant to Chapter 8.10 of the Fairview Municipal Code, or it may pursue any other available remedies including but not limited to an action seeking declaratory relief and/or injunctive relief.

**9.21.030 Violation and Enforcement**

The establishment, maintenance or operation of a facility by a person, business or other entity within the City in violation of the requirements of this Chapter or any other applicable provisions of the Fairview Municipal Code shall be subject to any and all enforcement remedies available to the City under law and/or the Fairview Municipal Code including but not limited to enforcement pursuant to FMC Chapter 8.10 and/or pursuit of an appropriate action in a court of competent jurisdiction.

## Chapter 5.05

# BUSINESS LICENSES

### Sections:

5.05.010 Purpose and scope.

5.05.020 Definitions.

5.05.030 License and payment required.

5.05.040 License year.

5.05.050 License fee.

5.05.060 Businesses not operating from a facility within the city.

5.05.070 Application procedure – License transfer.

5.05.080 Falsifying application information – Penalty for delinquent filing.

5.05.082 Posting License.

5.05.090 Attorneys' fees.

5.05.100 Violation does not exempt payment of fee.

5.05.110 Failure to obtain license.

### **5.05.010 Purpose and scope.**

~~A. The ordinance codified in this chapter is enacted to provide revenue for municipal purposes only and to provide revenue to pay for the necessary expenses required to administer the city's business license program.~~

AB. The license fees authorized by this chapter shall be independent and separate from any license or permit fees now or hereafter required of any person to engage in any business by Fairview or other governmental or regulatory body. All such businesses remain subject to the regulatory provisions of any city ordinances or other regulations now or hereafter in effect, and the business engaged therein is liable to the payment of any license or other fees therein established or authorized.

BC. Nothing in this chapter shall be construed to apply to any person transacting and carrying on any business within the city which is exempt from taxation or regulation by virtue of the Constitutions or laws either of the United States or Oregon.

CD. The levy or collection of a license fee upon any business shall not be construed to be a license or permit to the person or business engaged therein to engage in activity or business to the extent it is deemed to be unlawful, by the laws of the state of Oregon, the United States or the city. (Ord. 13-1999 § 2)

### **5.05.020 Definitions.**

A. As used in this chapter:

1. “Business” means profession, trade, occupation, and every other kind of calling carried on for profit or livelihood.
2. “Employee” means any person working for, within or under the auspices of a business, other than a bona fide independent contractor or leased employee, including common law and statutory wage earning, commission and salaried employees; executive and common employees, agents; sales representatives; sole proprietors; partners; corporate officers and any and all persons associated directly with the business, whether full or part time.
3. “Exemption certificate” means the document issued by the city in lieu of a business license to businesses, occupations and activities qualifying under the provisions of FMC 5.05.030.
4. “License” or “business license” means the document issued by the city granting the privilege to carry on a particular business or pursue a certain occupation within the city.
5. “Person” means all domestic and foreign corporations, associations, syndicates, partnerships of every kind, joint ventures, societies and individuals transacting and carrying on any business in the city.
6. “Transfer” means to transfer the name or ownership of a business, but does not include a change in business location.

B. No person whose income is based solely on an hourly, daily, weekly, monthly or annual wage or salary shall, for the purpose of this chapter, be deemed a “person transacting and carrying on any business in the city”.

C. Notwithstanding the provisions of subsection B of this section, the agent or agents of a nonresident person engaged in a business for which a license is required shall be liable for the payment of the license fee on the business and for the penalties for failure to pay the fee or to comply with the provisions of this chapter to the same extent and with the like effect as if such agent or agents were themselves persons engaged in business for which a license is required. (Ord. 13-1999 § 2)

### **5.05.030 License and payment required.**

A. No person shall engage in any business within the city, or transact any business specified in this chapter, without first obtaining a license and paying the license fee prescribed unless

~~otherwise exempt under this chapter. Except as provided in FMC 5.05.010(C), any person operating or carrying on any trade, business, profession or calling in the city, not otherwise classified in this chapter or not licensed under any other ordinance of the city shall obtain a license and pay the required fee.~~

B. Each business location of every business within the City of Fairview is required to obtain a business license.

C. No business license shall be issued to any person to engage in a business that does not comply with Chapter 9.21 of the code.

DB. In lieu of the business license fee described in this chapter, an exemption certificate shall be issued without charge to the businesses and activities described below. All exempt businesses or activities must complete and file an annual renewal exemption certificate application with the city. Businesses and activities qualified under this provision include:

1. Religious, educational and charitable organizations specifically exempt from taxation under the Federal Internal Revenue Code;
2. Businesses franchised by and paying a franchise fee to the city;
3. Businesses otherwise exempt from the payment of municipal license fees pursuant to Oregon or federal law. (Ord. 13-1999 § 2)

### **5.05.040 License year.**

A. For businesses licensed before the effective date of the ordinance codified in this chapter, the license year shall commence on January 1, 2000 and shall be renewable on or before that date annually thereafter. For businesses applying for an initial business license or certificate after said date, the license year shall commence on the date the license is approved by the city and shall be renewed annually on or before January 1st of each succeeding year thereafter.

B. The license fee shall be due and payable on the first day of January and shall be deemed to be delinquent if not paid by February 1st of that year. License fees are not refundable nor subject to proration. (Ord. 13-1999 § 2)

### **5.05.050 License fee.**

Each business operating within the city shall pay to the city on or before the fifteenth of January of each calendar year, a business license fee as the same is established by resolution of the council. (Ord. 13-1999 § 2)

### **5.05.060 Businesses not operating from a facility within the city.**

A. Except as provided in FMC 5.05.030, all persons doing business within the city are subject to the business license provisions of this code regardless of the location of the facility used as the basis for conducting such business.

B. The annual business fee for persons doing business within the city from locations outside the city is the same as for persons who do business from locations within the city.

C. If more than one business takes place at the same location and is operated under the same ownership, but is operated under more than one business name, one application may be filed provided each business is clearly identified and all relevant information is included in the unified application. However, each business shall be liable for and pay a separate business license fee.

D. Each branch establishment of a business or location of a business conducted by any person shall, for the purposes hereof, be treated as a separate business subject to the license provided for in this chapter. However, warehouses used incidentally with a duly licensed business shall not be deemed to be a separate place of business or branch establishment. (Ord. 13-1999 § 2)

#### **5.05.070 Application procedure – License transfer.**

A. All licenses shall be issued by the city recorder upon written application and not otherwise.

B. The application for such license, or renewal thereof, shall contain information as the city deems appropriate to determine the ownership, location, management of the business.

C. No transfer of a license shall be made without written application for the transfer being made to the city recorder. An entry of such transfer shall be made by the recorder in the record of licenses for which the city shall charge and receive \$25.00.

D. An application for an initial business license or a change in address due to the physical relocation of a currently licensed business shall be accompanied by the payment of an application fee of \$50.00. This fee shall be in addition to the business license fee provided for by FMC 5.05.050. No such application shall be accepted by unless all information contained therein is provided and the full fee is paid. (Ord. 13-1999 § 2)

#### **5.05.080 Falsifying application information – Penalty for delinquent filing.**

A. It is unlawful for any person to fail, refuse or neglect to comply with the provisions of this chapter.

B. In the event a business fails or neglects to obtain a license and pay the appropriate fee(s) before they become delinquent, the city recorder shall collect in addition thereto, an additional charge of \$15.00 for each month (or fraction of thereof) the license is delinquent.

C. Nothing contained in this chapter shall be or construed as vesting any right to the amount of any license or other/additional taxes or fees, and the fees provided for in this chapter, may be

increased or decreased and additional or other fees provided for and levied in any and all instances at any time by the city. (Ord. 13-1999 § 2)

**5.05.082 Posting License.**

A. A business shall post the license required by this chapter on the business premises.

**5.05.090 Attorneys' fees.**

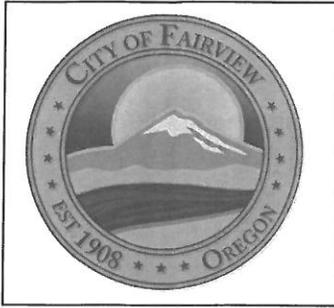
The city shall be entitled to the award of a reasonable attorneys' fees in the event the city administrator deems it necessary to enforce the requirements imposed by this chapter. (Ord. 13-1999 § 2)

**5.05.100 Violation does not exempt payment of fee.**

The conviction of any person for violation of any of the provisions of this chapter shall not operate to relieve such person from paying any fee or penalty on any fee for which such person is liable, nor shall the payment of any such fee be a bar to, or prevent, any prosecution in the city court of any complaint for the violation of any of the provisions of any of the provisions of this chapter. (Ord. 13-1999 § 2)

**5.05.110 Failure to Obtain License.**

Failure to obtain a license required by Chapter 5.05 is a violation of this chapter. Any violation of this chapter is a civil infraction subject to enforcement pursuant to Chapter 1.01 of the code.



MINUTES  
ECONOMIC DEVELOPMENT ADVISORY  
COMMITTEE MEETING  
1300 NE Village Street  
Fairview, OR 97024  
January 9, 2014

**PRESENT:**

Dean Hurford, Chair  
Renaye Delano, Vice Chair  
Jeff Anderson  
Cllr. Dan Kreamier, Council Liaison

**ABSENT:**

Jeff Townsend  
George Lingelbach

**STAFF:**

Allan Berry, Public Works Director  
Erika Fitzgerald, Development Analyst

**VISITORS:**

Henry Pelfrey  
Brenda Ziegler

**1. CALL TO ORDER:**

Chair Hurford called the meeting to order at 5:17 p.m.

It was clarified that because former committee members Henry Pelfrey and Brenda Zeigler have not been re-appointed to the Economic Development Advisory Committee by Council, that they cannot vote and are considered members of the public. The Committee discussed if a quorum was present as only three voting members were present. It was concluded that because there are currently only five members on the committee due to the delay by Council in making committee re-appointments, that the 3 members present represented a quorum.

**2. REVIEW AND ADOPT MINUTES – December 12, 2013**

Chair Hurford asked the committee if they had any comments on the December meeting minutes. Vice Chair Delano made a motion to adopt the minutes. Committee member Anderson seconded the motion. The minutes were passed unanimously.

**3. PUBLIC WISHING TO SPEAK ON NON-AGENDA ITEMS**

There were no comments from the public.

**4. NOMINATIONS FOR CHAIR AND VICE-CHAIR**

Chair Hurford introduced the agenda item to nominate a new chair and vice-chair for the committee. Committee member Anderson made a motion to keep Dean Hurford and

Renaye Delano in place as Chair and Vice-Chair until City Council makes committee appointments to fill the vacant seats. Renaye seconded the motion. The motion passed unanimously.

## **5. BUSINESS SURVEY REVIEW**

Chair Hurford introduced the agenda item to review the business survey. Staff member Fitzgerald stated that she received an email from Committee Member Townsend stating that he is happy with the business survey. Overall the Committee indicated that they are comfortable with the business survey. Chair Hurford suggested that the Committee go through the survey again to determine if there are any further revisions to be made. The Committee agreed to adding the option to put an email address to questions nine and ten and adding the option of putting in a business website on question 10. Vice Chair Delano asked if the question, "are you a sole proprietor?" be added to the first survey question. The committee decided that it should not be added and Chair Hurford added that it is important to keep the questions simple.

Chair Hurford commented on question number four regarding the location of the core & downtown of Fairview stating that it will be interesting to find out where the general public thinks the core of the city is located. Committee Member Anderson provided an anecdote about Fairview Village and that people thought that the Wood Village Commercial Center on 223<sup>rd</sup> Avenue was in Fairview. Staff member Fitzgerald commented that The Rock restaurant located in Wood Village advertises itself as being located in Gresham. Chair Hurford stated that question four will offer important information about how to improve the Halsey Street corridor.

The Committee then discussed question eight regarding challenges that businesses are facing. They commented that there are a lot of options. Councilor Kreamier stated that access to public transit has been an important issue to businesses. He referred to an article about pulling out of TriMet. Committee Member Anderson stated that it is important to look at the relationship between challenges and the location of a business when analyzing the survey results. Councilor Kreamier suggested adding "signage" after "visibility" to the options on number eight. The committee agreed.

Staff member Fitzgerald informed the Committee the city received an offer to donate a \$100 gift card to act as an incentive for businesses to complete the survey. Public Works Director Berry stated that if the Committee would like to pursue this offer, staff can further investigate. Vice Chair Delano did not agree with using the gift card as an incentive and would like businesses to respond without offering an incentive. Brenda Ziegler stated that she did think the incentive would get more businesses to respond to the survey. Chair Hurford suggested that the Committee leave it to the Council to make a decision regarding use of an incentive. Councilor Kreamier stated that the incentive may entice people to respond but that the incentive should come from the City. Public Works Director Berry stated that staff can look into whether the City could offer an incentive if the Committee decides they would like to offer one with the survey.

Chair Hurford asked the Committee how many responses they predicted the City would receive. Committee Member Anderson stated 10%. Councilor Kreamier suggested follow-up phone calls or postcards be used after the survey is sent out to remind businesses to

respond. The Committee determined that EDAC could do the follow-up phone calls and asked staff how many businesses are in the City. Staff Fitzgerald responded that there are approximately 191-200 businesses in the City including home occupations. The Committee determined that they will not include the incentive in their recommendation to the City Council. Councilor Kreamier said that he will bring the recommendation from EDAC to the Council. Vice Chair Delano made a motion to recommend approval of the revised questionnaire and follow up post card and to direct staff to compile the data from the survey and report back to City Council. Committee member Anderson seconded the motion. The motion passed unanimously

The Committee then had further discussion regarding the timing on the survey and whether a statement should be added to the survey instructing respondents to return the survey by a certain date. The Committee agreed that a statement be added directing respondents to return the survey within 30 days of the date the survey is mailed. The Committee also agreed that the reminder postcard should be sent 10 days after the survey is mailed. Committee Member Anderson suggested that the phone calls to businesses be made before the survey goes out instead of after in order to let businesses know that the survey is coming in the mail and encourage a response. The Committee will assign each Committee member businesses to call at the February EDAC meeting. Staff will bring the list of businesses with contact information. Vice Chair Delano asked if members could administer the survey over the phone. The committee decided that no, it would be better if the business was encouraged to fill out the survey and send it back to the City for consistency purposes. Committee Member Anderson stated that by calling each business the Committee will be personally acknowledging each business and that they will be more likely to complete the survey. Brenda Ziegler asked staff if a stamped return envelope will be included with the survey. Staff responded that a return envelope will be provided but it will not have a stamp on it. Chair Hurford closed the topic on the business survey.

## **6. DISCUSSION – HALSEY CORRIDOR PROJECT**

Chair Hurford introduced the Halsey Street Corridor Project agenda item stating that the purpose of the project is to market the Halsey Street corridor and to determine over the next decade how to get more people to pull off of the freeway to experience the corridor. He stated that it is important to tie the three communities together in order to market the corridor. He discussed various options including the use of technology and a special app that would direct drivers off of the freeway to the corridor from the Pelfrey property at the Fairview Parkway exit all the way to the Yoshida property in Troutdale.

The Committee discussed approaching Troutdale and Wood Village to create their own economic development committees and that a joint group could be created to meet quarterly. This group could discuss like topics including regulations regarding natural resources or signs and traffic issues. Chair Hurford stated that this is likely a decade long project with a focus on growing the communities. Councilor Kreamier stated that all three cities will have to create a common vision for economic development along the Halsey Street corridor. Chair Hurford also stated that other parts of the community including Fairview Village and the Townsend Business Park would be considered in the process but that the focus would be Halsey Street as that is a major thoroughfare. Vice Chair Delano stated that this is a great opportunity for Village businesses. Councilor Kreamier asked staff if the City can require a multi-business sign at the VA clinic site. Staff responded that no,

the city cannot require it, but that the city could work with a future developer to potentially include that in their plans. The Committee agreed that this process to group the cities together to grow this vision will help to create continuity along the Halsey Street corridor.

Public Works Director Berry stated that this process will also be a good avenue for the three cities to communicate on various issues including how to spend transportation dollars from the County and that coming together to form a common goal may help to heighten the priority of projects along the corridor. Councilor Kreamier stated that it is important to get the County involved in the discussion. Vice Chair Delano agreed that if the three cities come together they will be a stronger voice when working with the County. Chair Hurford asked how to move the project forward. Public Works Director Berry stated that the three cities meeting is scheduled for the following week and that Councilor Kreamier could potentially bring up the topic at this meeting to plant the seed with the other communities. Committee Member Anderson commented that getting the three cities to work together will be a good outcome and that the biggest hurdle will be getting the economic development groups created. Chair Hurford stated that it is a matter of getting businesses from the three cities together at a table to move the idea forward. He asked if the Committee is comfortable with the corridor project idea. The Committee said yes. Councilor Kreamier stated that there are a lot of development opportunities along the Halsey Street corridor. Chair Hurford said that he would call the Mayor regarding the project idea so that it is on his radar for the three cities meeting.

## **7. STAFF UPDATES**

Staff gave a brief update on the Council direction regarding medical marijuana facilities and that the City Council will be considering an ordinance which would not allow businesses in violation of the federal controlled substances act and make some changes to the business license code language. Staff also updated the committee on the upcoming Mayor's Business Round Table. Neil MacFarlane, general manager at TriMet, will be the keynote speaker. Committee members requested that they be included on the RSVP list for the event.

As a follow-up to questions posed by Committee members at the December EDAC meeting, staff updated the Committee that notice requirements for city committee meetings are 24 hours and that an option to be included on a business directory will be added to the business license application.

Vice Chair Delano asked when the City Council would be adopting the new committee rules. Councilor Kreamier said that the Council committee is still working on the rules and once the rules are reviewed and adopted by Council they will be distributed to the Committees. Chair Hurford asked when the EDAC re-appointments would be made. Councilor Kreamier stated he did not know when the re-appointments will be on the Council's agenda. Public Works Director Berry stated that he believed the re-appointments were deferred until the City Council vacancy is filled.

Staff provided information to the Committee about a system development charge deferral/financing program. This program was established by resolution in 2003 and staff is working to reactivate the program. Staff is working on strategies for administering and marketing the program with the Finance Department. Councilor Kreamier suggested bringing information regarding this program to an upcoming Mayor's Round Table event.

**8. TENTATIVE AGENDA ITEMS – February 13, 2014**

No tentative agenda items were discussed. Staff will meet with Chair Hurford prior to the next meeting to discuss the agenda for the February 13 meeting.

**9. ADJOURNMENT**

Vice Chair Delano made a motion to adjourn the meeting. Committee member Anderson seconded the motion. Chair Hurford adjourned the meeting at 6:34 p.m.

\_\_\_\_\_  
**Dean Hurford, Chair EDAC**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Erika Fitzgerald**  
**Development Analyst, Public Works Department**

\_\_\_\_\_  
**Date**



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	
<b>Bank Code: US BANK-OPERATING ACCOUNT</b>						
00026	ALL COUNTY SURVEYORS &	01/13/2014	Regular	0.00	8,275.00	58657
<u>13848</u>	Invoice	01/10/2014	ENGINEERING - MASIN ST. PROJECT	0.00	8,275.00	
00053	ANSWERNET, INC.	01/13/2014	Regular	0.00	126.50	58658
<u>32189</u>	Invoice	01/10/2014	ANSWERING SERVICE - SHOP	0.00	126.50	
00060	AT&T	01/13/2014	Regular	0.00	84.01	58659
<u>INV0014276</u>	Invoice	01/10/2014	TELEPHONE - SHOP	0.00	84.01	
00099	BLUMENTHAL UNIFORM CO., INC.	01/13/2014	Regular	0.00	116.00	58660
<u>38155</u>	Invoice	01/10/2014	UNIFORMS FOR NEW HIRE	0.00	116.00	
01305	BRENTAG PACIFIC, INC.	01/13/2014	Regular	0.00	402.88	58661
<u>BPI373441</u>	Invoice	01/10/2014	SODIUM HYPOCHLORITE	0.00	402.88	
01553	BUDGET BLINDS EAST	01/13/2014	Regular	0.00	420.00	58662
<u>082190</u>	Invoice	01/10/2014	VERTICAL BLINDS - PD	0.00	420.00	
00117	BUILDING CODES CONSULTANCY IN	01/13/2014	Regular	0.00	2,246.91	58663
<u>647</u>	Invoice	01/10/2014	BUILDING INSPECTIONS - NOV 2013	0.00	2,246.91	
00152	CENTRAL ELECTRONIC ALARM, INC	01/13/2014	Regular	0.00	59.85	58664
<u>R29592</u>	Invoice	01/10/2014	QTRLY RESIDENTIAL MONTIRING FEE - 1/	0.00	59.85	
00174	CINTAS CORPORATION NO. 2	01/13/2014	Regular	0.00	153.92	58665
<u>8400620726</u>	Invoice	01/10/2014	SHREDDING - PD & ADMIN	0.00	76.96	
<u>8400637850</u>	Invoice	01/10/2014	SHREDDING - PD & ADMIN	0.00	76.96	
00178	CITY OF GRESHAM	01/13/2014	Regular	0.00	201,325.00	58666
<u>33145</u>	Invoice	01/10/2014	QRTLY FIRE PREMIUM - 1ST QTR FY 13/14	0.00	201,325.00	
00178	CITY OF GRESHAM	01/13/2014	Regular	0.00	66.17	58667
<u>INV0014285</u>	Invoice	01/10/2014	STORMWATER - OCT-DEC 2013	0.00	66.17	
00178	CITY OF GRESHAM	01/13/2014	Regular	0.00	65,171.71	58668
<u>INV0014284</u>	Invoice	01/10/2014	SEWER - OCT 2013	0.00	65,171.71	
00179	CITY OF PORTLAND	01/13/2014	Regular	0.00	22,173.66	58669
<u>10141754</u>	Invoice	01/10/2014	LOCAL COST SHARING - NOV 2013	0.00	20,255.00	
<u>10142112</u>	Invoice	01/10/2014	RADIO ACCESS - PD	0.00	1,918.66	
00183	CITY OF WOOD VILLAGE	01/13/2014	Regular	0.00	2,025.00	58670
<u>01022014</u>	Invoice	01/10/2014	ENTERPRISE ZONE IGA - PRESSURE SAFE,	0.00	2,025.00	
00195	CODE PUBLISHING INC.	01/13/2014	Regular	0.00	546.00	58671
<u>45227</u>	Invoice	01/10/2014	FV MUNI CODE SUPPLEMENT UPDATE #1	0.00	546.00	
00207	COMPUTER FORMS, INC.	01/13/2014	Regular	0.00	135.65	58672
<u>A0089240</u>	Invoice	01/10/2014	PAYABLE CHECKS	0.00	493.65	
<u>D0036041</u>	Credit Memo	12/27/2013	PRICE ADJUSTMENT ON CHECKS ORDERE	0.00	-358.00	
00213	COPYTRONIX	01/13/2014	Regular	0.00	77.05	58673
<u>336501</u>	Invoice	01/10/2014	DOWNSTAIRS COPIER - MONTHLY MAINT	0.00	77.05	
00293	DIAL TEMPORARY HELP SERVICES, II	01/13/2014	Regular	0.00	1,118.00	58674
<u>260490</u>	Invoice	01/10/2014	TEMP HELP - GALLAGHER - 12/16/13-12/	0.00	536.64	
<u>260788</u>	Invoice	01/10/2014	TEMP HELP - GALLAGHER - 12/23/13-12/	0.00	581.36	
00314	FASTENAL COMPANY	01/13/2014	Regular	0.00	290.96	58675

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>ORPO825098</u>	Invoice	01/10/2014	TOILET PAPER, PAPER TOWELS, TOILET SE	0.00	290.96	
00319	FERGUSON ENTERPRISES INC.	01/13/2014	Regular	0.00	220.35	58676
<u>0387964</u>	Invoice	01/10/2014	REGISTERS	0.00	220.35	
01042	FRONTIER COMMUNICATIONS NOR	01/13/2014	Regular	0.00	1,000.72	58677
<u>INV0014300</u>	Invoice	01/10/2014	TELEPHONE - FV LAKE PS	0.00	40.74	
<u>INV0014301</u>	Invoice	01/10/2014	TELEPHONE - WELL #6	0.00	35.89	
<u>INV0014302</u>	Invoice	01/10/2014	TELEPHONE - BLUE LAKE PS	0.00	42.33	
<u>INV0014303</u>	Invoice	01/10/2014	TELEPHONE - GLISAN RESERVOIR	0.00	35.59	
<u>INV0014304</u>	Invoice	01/10/2014	TELEPHONE - MARINE DR PS	0.00	43.20	
<u>INV0014305</u>	Invoice	01/10/2014	TELEPHONE - INTERLACHEN PS	0.00	36.46	
<u>INV0014306</u>	Invoice	01/10/2014	TELEPHONE - SHOP	0.00	282.99	
<u>INV0014307</u>	Invoice	01/10/2014	TELEPHONE - ALARM & CITY HALL LINES	0.00	321.69	
<u>INV0014308</u>	Invoice	01/10/2014	TELEPHONE - FV LAKE PS	0.00	89.05	
<u>INV0014309</u>	Invoice	01/10/2014	TELEPHONE - WELL #8	0.00	72.78	
00642	GALWAY ENTERPRISES, INC.	01/13/2014	Regular	0.00	200.00	58678
<u>INV0014326</u>	Invoice	01/10/2014	INSTALLED TV IN KRISTI'S OFFICE	0.00	200.00	
01554	GT EXCAVATING, LLC	01/13/2014	Regular	0.00	4,550.00	58679
<u>1612</u>	Invoice	01/10/2014	CURB & GUTTER WORK - MASON ST. & F	0.00	4,550.00	
00392	HACH COMPANY	01/13/2014	Regular	0.00	474.26	58680
<u>8609970</u>	Invoice	01/10/2014	REAGENT SET, CHLORINE FREE	0.00	474.26	
01555	HAL'S CONSTRUCTION, INC.	01/13/2014	Regular	0.00	950.00	58681
<u>18621</u>	Invoice	01/10/2014	PATCHWORK	0.00	950.00	
00402	HD SUPPLY WATERWORKS LTD	01/13/2014	Regular	0.00	368.75	58682
<u>B767836</u>	Invoice	01/10/2014	ANTENNAS - METERS	0.00	368.75	
00497	KIP EDGLEY	01/13/2014	Regular	0.00	3,146.48	58683
<u>2014_0104</u>	Invoice	01/10/2014	SCADA SYSTEM SUPPORT - DEC 2013	0.00	3,146.48	
00522	LES SCHWAB TIRES	01/13/2014	Regular	0.00	43.32	58684
<u>INV0014317</u>	Invoice	01/10/2014	BATTERY	0.00	43.32	
00542	LOWE'S	01/13/2014	Regular	0.00	244.33	58685
<u>INV0014318</u>	Invoice	01/10/2014	TOOLS/SUPPLIES - DEC 2013	0.00	244.33	
00571	METERREADERS, LLC	01/13/2014	Regular	0.00	807.30	58686
<u>6458</u>	Invoice	01/10/2014	WATER METERS READ 12/18/14	0.00	807.30	
00596	MOEN MACHINERY INC	01/13/2014	Regular	0.00	960.88	58687
<u>399876</u>	Invoice	01/10/2014	CARBURETOR	0.00	49.33	
<u>400425</u>	Invoice	01/10/2014	AIR CLEANERS & FILTERS	0.00	911.55	
00611	MULTNOMAH COUNTY	01/13/2014	Regular	0.00	82.75	58688
<u>1814015282</u>	Invoice	01/10/2014	FLEET SVCS WORK ORDER - OCT 2013	0.00	82.75	
00615	MULTNOMAH COUNTY OREGON	01/13/2014	Regular	0.00	1,696.00	58689
<u>1814013343</u>	Invoice	01/10/2014	INMATE WORK CREW - NOV 2013	0.00	1,696.00	
00806	MULTNOMAH COUNTY SCHOOL DIS	01/13/2014	Regular	0.00	3,854.02	58690
<u>20141187</u>	Invoice	01/10/2014	FUEL - PD - OCT 2013	0.00	823.18	
<u>20141188</u>	Invoice	01/10/2014	FUEL - PW - OCT 2013	0.00	1,364.36	
<u>20141192</u>	Invoice	01/10/2014	FUEL - PD - NOV 2013	0.00	582.89	
<u>20141193</u>	Invoice	01/10/2014	FUEL - PW - NOV 2013	0.00	1,083.59	
00640	NEXTEL WEST CORP.	01/13/2014	Regular	0.00	641.68	58691
<u>362712310-145</u>	Invoice	01/10/2014	CELL PHONES - PD	0.00	503.33	
<u>887622317-145</u>	Invoice	01/10/2014	CELL PHONES - PW	0.00	138.35	
00645	NOLAN'S TIRE SERVICE	01/13/2014	Regular	0.00	751.80	58692

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>0031720</u>	Invoice	01/10/2014	TIRES, BRAKES, PD VEHICLE	0.00	751.80	
00648	NORTHWEST NATURAL	01/13/2014	Regular	0.00	869.40	58693
<u>INV0014328</u>	Invoice	01/10/2014	GAS HEAT - CITY HALL	0.00	565.39	
<u>INV0014329</u>	Invoice	01/10/2014	GAS HEAT - COMM CTR	0.00	164.14	
<u>INV0014330</u>	Invoice	01/10/2014	GAS HEAT - SHOP	0.00	53.39	
<u>INV0014331</u>	Invoice	01/10/2014	GAS HEAT - HESLIN HOUSE	0.00	86.48	
01119	OAMR	01/13/2014	Regular	0.00	150.00	58694
<u>01062014</u>	Invoice	01/10/2014	MID-YEAR ACADEMY	0.00	150.00	
00676	OFFICEMAX-A BOISE CO.	01/13/2014	Regular	0.00	299.50	58695
<u>270059</u>	Credit Memo	11/22/2013	RETURN - PW	0.00	-60.37	
<u>337260</u>	Invoice	01/10/2014	OFFICE SUPPLIES - PW	0.00	91.99	
<u>489645</u>	Invoice	01/10/2014	OFFICE SUPPLIES - PW	0.00	28.00	
<u>817324</u>	Invoice	01/10/2014	OFFICE SUPPLIES - PD	0.00	75.66	
<u>828925</u>	Invoice	01/10/2014	OFFICE SUPPLIES - PW & ADMIN/FINANC	0.00	102.62	
<u>831829</u>	Invoice	01/10/2014	OFFICE SUPPLIES - PD	0.00	49.78	
<u>848462</u>	Invoice	01/10/2014	OFFICE SUPPLIES - PW	0.00	11.82	
00703	OREGON MAYORS ASSOCIATION	01/13/2014	Regular	0.00	122.00	58696
<u>INV0014339</u>	Invoice	01/10/2014	ANNUAL MEMBERSHIP - 2014	0.00	122.00	
00206	OREGON PUBLICATIONS CORP	01/13/2014	Regular	0.00	254.20	58697
<u>14707131</u>	Invoice	01/10/2014	VACANCY POSITION PUB 10/29-11/12, 11	0.00	213.20	
<u>INV0014292</u>	Invoice	01/10/2014	OUTLOOK RENEWAL - 1 YEAR	0.00	41.00	
00719	PACIFIC POWER PRODUCTS COMPA	01/13/2014	Regular	0.00	2,095.01	58698
<u>429618-00</u>	Invoice	01/10/2014	PREVENTATIVE MAINTENANCE ON GENE	0.00	325.00	
<u>429619-00</u>	Invoice	01/10/2014	PREVENTATIVE MAINTENANCE ON GENE	0.00	325.00	
<u>429620-00</u>	Invoice	01/10/2014	PREVENTATIVE MAINTENANCE ON GENE	0.00	325.00	
<u>429621-00</u>	Invoice	01/10/2014	PREVENTATIVE MAINTENANCE ON GENE	0.00	325.00	
<u>429622-00</u>	Invoice	01/10/2014	PREVENTATIVE MAINTENANCE ON GENE	0.00	532.00	
<u>729623-00</u>	Invoice	01/10/2014	PREVENTATIVE MAINTENANCE ON GENE	0.00	263.01	
00745	PIP PRINTING & DOCUMENT SERVIC	01/13/2014	Regular	0.00	145.24	58699
<u>19069</u>	Invoice	01/10/2014	CAFR COVER & DIVIDERS	0.00	145.24	
01200	PORTLAND HABILITATION CENTER, I	01/13/2014	Regular	0.00	2,188.79	58700
<u>82466</u>	Invoice	01/10/2014	JANITORIAL SERVICES - DEC 2013	0.00	2,188.79	
00777	PUBLIC WORKS SUPPLY	01/13/2014	Regular	0.00	451.40	58701
<u>65980</u>	Invoice	01/10/2014	INSPECTION OF FALL PROTECTION & RESC	0.00	175.00	
<u>66119</u>	Invoice	01/10/2014	PROPANE & OTHER SUPPLIES	0.00	10.90	
<u>66130</u>	Invoice	01/10/2014	PROPANE	0.00	265.50	
01401	REDFLEX TRAFFIC SYSTEMS	01/13/2014	Regular	0.00	11,160.00	58702
<u>RTS0004433</u>	Invoice	01/10/2014	TRAFFIC CAMERA - SEPT 2013	0.00	3,000.00	
<u>RTS0004814</u>	Invoice	01/10/2014	TRAFFIC CAMERA - OCT 2013	0.00	4,080.00	
<u>RTS0004815</u>	Invoice	01/10/2014	TRAFFIC CAMERA - NOV 2013	0.00	4,080.00	
01387	RENAYE DELANO	01/13/2014	Regular	0.00	89.04	58703
<u>01032014</u>	Invoice	01/10/2014	REIMBURSE ITEMS FOR CHRISTMAS TREE	0.00	89.04	
01528	RICOH USA, INC	01/13/2014	Regular	0.00	310.92	58704
<u>8028855849</u>	Invoice	01/10/2014	COPIER RENT - PD	0.00	310.92	
00976	ROBERT C. WALLIS	01/13/2014	Regular	0.00	3,002.95	58705
<u>11447</u>	Invoice	01/10/2014	ENGINEERING SERVICES - NOV 2013	0.00	3,002.95	
01446	ROYAL VENDING LLC	01/13/2014	Regular	0.00	253.17	58706
<u>490</u>	Invoice	01/10/2014	COFFE SERVICE - OCT - DEC 2013	0.00	253.17	
00490	SMOKE & MIRRORS	01/13/2014	Regular	0.00	1,521.75	58707

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>INV0014314</u>	Invoice	01/10/2014	IT SUPPORT - DEC 2013	0.00	1,521.75	
01556	SOCCER SHOTS	01/13/2014	Regular	0.00	40.00	58708
<u>01032014</u>	Invoice	01/10/2014	CANCELED COMM CTR RESERVATION	0.00	40.00	
00876	SPACESAVER STORAGE	01/13/2014	Regular	0.00	2,418.00	58709
<u>5252-1</u>	Invoice	01/10/2014	WEAPON STORAGE RACKS	0.00	2,418.00	
00932	TICE ELECTRIC COMPANY	01/13/2014	Regular	0.00	198.00	58710
<u>150206</u>	Invoice	01/10/2014	SERVICE CALL - SET UP CHRISTMAS TREE	0.00	198.00	
00958	U.S. POSTMASTER	01/13/2014	Regular	0.00	2,500.00	58711
<u>01022014</u>	Invoice	01/10/2014	REFILL POSTAGE FOR BULK MAILING	0.00	2,500.00	
00966	USDA, APHIS WILDLIFE SERVICES	01/13/2014	Regular	0.00	413.60	58712
<u>7341-14-007</u>	Invoice	01/10/2014	ASSISTANCE WITH WILDLIFE CONFLICTS	0.00	413.60	
01184	VERIZON WIRELESS	01/13/2014	Regular	0.00	400.42	58713
<u>9716831310</u>	Invoice	01/10/2014	RADIO COMMUNICATIONS - PD	0.00	400.42	
01557	WATER SYSTEMS ENGINEERING, INC	01/13/2014	Regular	0.00	320.00	58714
<u>23065</u>	Invoice	01/10/2014	MONITORING ANALYSIS WELL #9	0.00	320.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	95	58	0.00	354,010.30
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
	<b>95</b>	<b>58</b>	<b>0.00</b>	<b>354,010.30</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2014	354,010.30
			<u>354,010.30</u>



City of Fairview

# Check Register

Packet: APPKT01006 - 1/10/14 PAY PO 14-0005/ESRI & CORRECT SRI

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	
<b>Bank Code: US BANK-OPERATING ACCOUNT</b>						
00304	ESRI	01/10/2014	Regular	0.00	7,500.00	58655
<u>92716264</u>	Invoice	01/10/2014	GIS UPGRADE	0.00	7,500.00	
01542	SIGNING RESOURCES & INTERPRETE	01/10/2014	Regular	0.00	702.26	58656
<u>180</u>	Invoice	01/03/2014	INTERPRETING SERVICES - PD	0.00	702.26	

**Bank Code US BANK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	8,202.26
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
	<b>2</b>	<b>2</b>	<b>0.00</b>	<b>8,202.26</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2014	8,202.26
			<u>8,202.26</u>



City of Fairview

# Check Register

Packet: APPKT01009 - 1/15/15 AP LS

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
<b>Bank Code: US BANK-OPERATING ACCOUNT</b>						
00178 <u>INV0014373</u>	CITY OF GRESHAM Invoice	01/15/2014 01/15/2014	Regular STORMWATER - OCT-DEC 2013	0.00 0.00	66.17 66.17	58715
00178 <u>INV0014372</u>	CITY OF GRESHAM Invoice	01/15/2014 01/15/2014	Regular SEWER - OCT 2013	0.00 0.00	65,171.71 65,171.71	58716

**Bank Code US BANK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	65,237.88
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
	<b>2</b>	<b>2</b>	<b>0.00</b>	<b>65,237.88</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2014	65,237.88
			<u>65,237.88</u>



City of Fairview

# Check Register

Packet: APPKT01011 - 1/15/14 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	
<b>Bank Code: US BANK-OPERATING ACCOUNT</b>						
01560	SPACESAVER SPECIALISTS, INC.	01/15/2014	Regular	0.00	2,418.00	58717
<u>5252-1</u>	Invoice	01/15/2014	WEAPON STORAGE RACKS	0.00	2,418.00	

### Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	2,418.00
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
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>2,418.00</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2014	2,418.00
			<hr/>
			2,418.00