



MAYOR TED TOSTERUD  
COUNCIL PRESIDENT STEVE OWEN  
COUNCILOR DAN KREAMIER  
COUNCILOR STEVE PROM  
COUNCILOR TED KOTSAKIS  
COUNCILOR NATALIE VORUZ  
COUNCILOR BRIAN COOPER

## FAIRVIEW CITY COUNCIL AGENDA

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

WEDNESDAY, APRIL 1, 2015

### COUNCIL MEETING

1. CALL TO ORDER 7:00 PM  
ROLL CALL  
PLEDGE OF ALLEGIANCE
2. PRESENTATION 7:05 PM (I)
  - a. Red Light Camera 2.5 Year Review  
(Ken Johnson, Police Chief)
3. COUNCIL BUSINESS 7:20 PM (A)
  - a. Authorize the City Administrator to Extend or Terminate the Red Light Camera Contract  
(Ken Johnson, Police Chief & Samantha Nelson, City Administrator)
4. ADJOURNMENT 7:45 PM (A)

### WORK SESSION

1. CALL TO ORDER 7:55 PM
2. BANKING SERVICE UPDATE 7:55 PM (I)  
(Lesa Folger, Deputy Finance Director)
3. SCHOOL ZONE SIGN UPDATE 8:10 PM (I)  
(Allan Berry, Public Works Director)
4. PROPOSED FIRE SERVICE CONTRACT UPDATE 8:25 PM (I)  
(Samantha Nelson, City Administrator)
5. REVIEW COUNCIL GOALS DOCUMENT (FISCAL YEAR 2015-2016) 8:45 PM (I)  
(Samantha Nelson, City Administrator)
6. ADJOURNMENT 9:00 PM (A)

  
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Ted Tosterud, Mayor

3-25-2015  
Date

**FAIRVIEW CITY COUNCIL AGENDA**  
**April 1, 2015 - PAGE 2**

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NEXT REGULAR COUNCIL MEETING IS APRIL 15, 2015

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 Cable Channel 30 or Frontier Channel 38. Replays are shown on Sunday at 4:00 PM and Monday at 2:00 PM following the original broadcast date. Meetings are also available for viewing within a few days following the meeting through MetroEast Community Media at [metroeast.peg.tv](http://metroeast.peg.tv). Go to the Playlist tab and select Municipal Meetings. 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.

**CITY OF FAIRVIEW**  
**INTERSECTION SAFETY PROGRAM**  
**(PHOTO RED LIGHT)**  
**UPDATE AND REVIEW**  
April 15, 2015  
By: Kenneth D. Johnson  
Chief of Police



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**BRIEF REVIEW**

- Fairview City Council passed Resolution 37-2011 on September 7, 2011- authorizing a Photo Radar Program
- Cameras were installed at Fairview Parkway and Halsey for the following directions:
  - South Bound on Fairview Parkway
  - East Bound on Halsey
  - West Bound on Halsey

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- Traffic signals are owned by Multnomah County
- Traffic signals are maintained by the City of Gresham
- The City of Fairview does NOT have access to change timing of light.
- Redflex does NOT have access to change timing of yellow light.
- Timing has been certified at 4.0 seconds for 35mph and 4.5 for 40 mph.

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- Cameras were activated on May 3, 2012
- Oregon law requires thirty (30) days of warnings
- FPD began issuing citations on June 2, 2012.
- Five officers were selected and specially trained
- Potential violations are reviewed by Redflex
- If approved-sent to secure location for officer
- Fairview officer must review and accept or reject

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- Driver must be the registered owner
- Officers told to use same discretion as when making a traffic stop
- If approved, Redflex mails citation
- RO can file "Certificate of Innocence"
- Letter to RO has link to view video of violation
- Driver can pay or appear in court
- Traffic school is a potential option

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### Reasons for Rejection by Officer

- Driver not RO- (gender mismatch)
- DOB of RO does not match driver
- Sun glare
- Vehicle stopped pasted stop line
- Vehicle did a slow roll making a right turn
- Paper plates
- Camera malfunction
- Incomplete or missing DMV information
- Moved and unable to find new address

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### First Six Months Compared to Last Six Months- Total Citations

- June 2012- Nov 2012 total citations issued: 1,488
- Aug 2014- Jan 2015 total citations issued: 742
- 1<sup>st</sup> six months compared to last six months of operation: 49.86% decrease

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### Fairview Residents Compared to Total

- First six months (June 2012-Nov 2012) total of 183 citations issued to Fairview residents
- Last six months (Aug 2014-Jan 2015) total of 54 citations issued to Fairview residents
- First six months compared to last six months: 70.49% reduction

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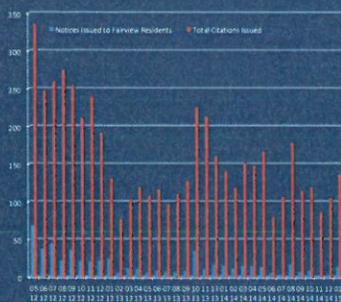
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### Fairview Residents Compared to Total



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### Images Captured Compared to Citations Issued- 39.33% Issued

TOTAL IMAGES CAPTURED SINCE PROGRAM INCEPTION	TOTAL NUMBER OF CITATIONS ISSUED SINCE PROGRAM INCEPTION
12,225	4,809

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### RED-LIGHT RUNNING DANGERS From 2007-2011 an average of:

- 63 people per month died in red light running crashes
- \$378 million in costs each month (red light crashes)
- In 2011 red light crashes caused 118,000 injuries
- In 2011 about half of all people injured in red light crashes were people other than the violator
- In the past decade red light crashes have killed nearly 9,000 people
- 93% of drivers believe running red light is unacceptable yet 1 in 3 drivers admit doing it in past 30 days

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### VALUE OF RED LIGHT CAMERAS

- Total red light running crash fatalities decreased 22% from 2007-2011 as number of communities with red light cameras increased by 135%
- 201 fewer people died in red light crashes in 2011 than in 2007 saving \$1.2 billion in costs
- Within a few months after stopping red light cameras in Virginia Beach rates for running red lights tripled
- Within a year the rate was four times higher
- 2012 Texas study found right angle red light crashes decrease by 24% at intersections with cameras

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### VALUE OF RED LIGHT CAMERAS

- A 2011 study by the Insurance Institute for Highway Safety found red light cameras lowered red light running fatalities by **24%** and the rate for ALL types of signalized intersections by **17%**
- A 2011 survey of 14 large cities with long standing red light camera programs (by the Insurance Institute) found **2/3** of drivers support their use
- A **single** fatal crash costs society **\$6.43 million** in 2013 dollars and includes costs to victims, families, government, insurers and taxpayers

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### ACCIDENT DATA: 2006-2011

- Per ODOT- They changed the reporting process in 2011 and not all accidents prior to 2011 were counted.
- 2006-2010 ACCIDENT DATA:
  - 12 accidents
  - 8 injuries
- CAUSES:
  - Failure to Stop For Red Light- 5
  - Read-end (Following too Closely)- 5
  - Improper Turn- 1
  - Read-end (Driver Inattention)- 1

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### ACCIDENT DATA

2011	
5 accidents:	5 people injured
Rear end (following too closely)	
Blowing and hit and run	
Fail to stop for red light	
Rear end (following too closely)	
Read end (following too closely)	
2012	
(Red light camera first day of operation 5/3/12)	
6 accidents:	5 people injured
Fail to stop for red light (5/1/12)	
Fail to stop for red light	
Fail to yield and improper lane travel	
Fail to stop for red light	
Improper lane travel failure to yield	
Turned right on green did not see bicyclist	
2013	
3 accidents:	2 people injured
Fail to stop for red light	
Ambulance ran red light code	
Fail to stop for red light	
2014 (Based on Fairview PD Reports)	
2 accidents:	1 person injured
Fail to stop for red light	
Careless driving- Inattention (rear end)	

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**CLOSE CALLS**



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**CLOSE CALL**



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**85 MPH AND DUII**



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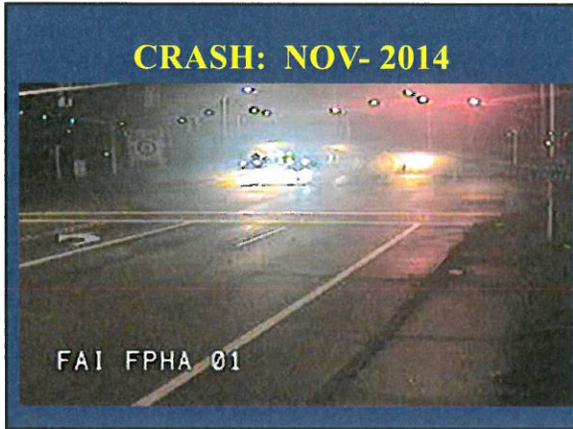
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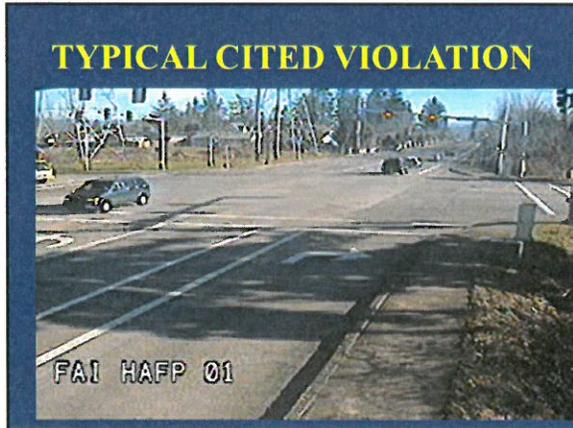
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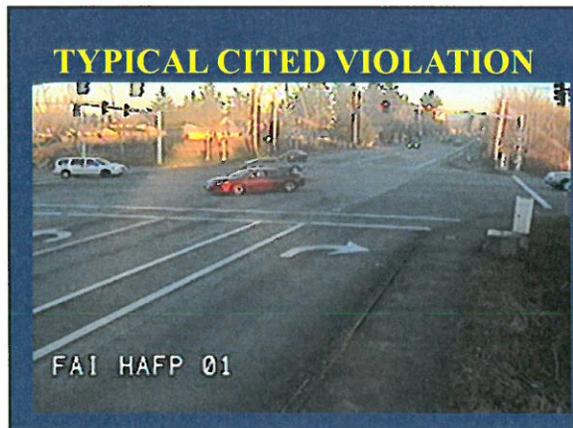
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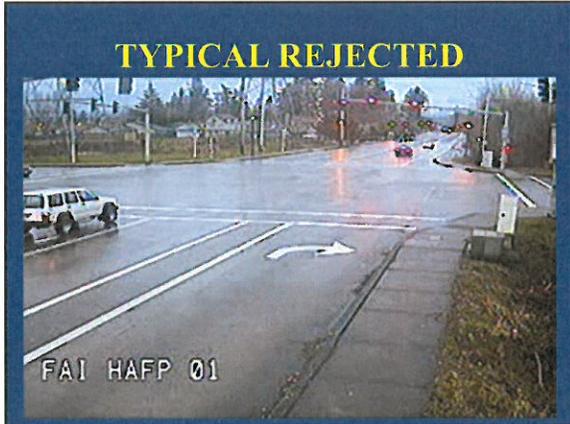
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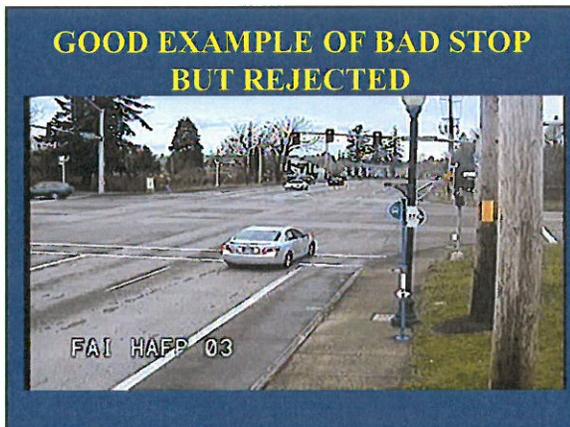
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**LEFT TURN- REJECTED**



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**ROLLING STOP BUT REJECTED**



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**GOOD EXAMPLE OF PANIC  
STOP BUT REJECTED**



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## CONCLUSION

- 1<sup>ST</sup> six months compared to last six months:
- Total running red light violations down 49.86%
- Fairview residents violations down 70.49%
- Accidents are down
- Injury accidents are down
- Traffic count at intersection is up

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## THANK-YOU

QUESTIONS?



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**FAIRVIEW CITY COUNCIL**  
**AGENDA ITEM TYPE: GUIDANCE AND POLICY DIRECTION**



**Traffic Camera Safety Improvement Program**

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Meeting Date: April 1, 2015

Agenda Item Number: 3.a.

Staff Member: Samantha Nelson

Department: Administration

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**REQUESTED COUNCIL ACTION**

Council is asked to provide guidance and policy direction regarding the City's desire to continue or to terminate the Traffic Camera Safety Improvement Program at the intersection of Halsey Street and Fairview Parkway for an additional one year term or more. *This program has commonly been referred to as "Red Light Cameras."*

**PUBLIC PURPOSE & COMMUNITY OUTCOME**

Since its inception in 2012, the number of citations issued for violators failing to stop for a traffic control device has declined. During the first six months of operation, 1,488 citations were issued (June 2012-November 2012). In comparison, during the last six months of operation 742 citations were issued (August 2014- January 2015). This represents a 49.86% reduction. Educational opportunities have been expanded as violators have met with city staff and the city municipal court judge and learned the details of Oregon Law requiring full stops on red lights. See Chief Ken Johnson's annual report for specific details of the program successes.

**ATTACHMENTS**

- A. 2015 Photo Red Light Report to the Oregon Legislature
- B. Redflex Traffic Systems Contract for Traffic Camera Safety Improvement Program

**BACKGROUND**

In the spring and summer of 2011, the City Council held a number of public open houses regarding a proposed photo enforcement program. Articles in the City newsletter and in the local media (i.e. Gresham Outlook, Oregonian) were published featuring the potential for a photo enforcement program.

In September 2011, the City Council, feeling that it was in the public interest, authorized the City Administrator to enter into a contract with RedFlex Traffic Systems, Inc. for a traffic camera safety improvement program. The program was to install red light photo enforcement cameras at the intersection of Halsey Street and Fairview Parkway to utilize technology to enforce Oregon traffic law and enhance traffic safety in an area difficult to patrol. The intersection had been identified as having a high probability of eventually having a fatal accident as a result of violators failing to yield to a traffic control device, in this case, red lights. The program went live in May 2012. See Chief Ken Johnson's power point presentation for details of the program performance outcomes from inception to today.

The contract with RedFlex is due to expire and the City of Fairview must notify RedFlex of its' intent to not exercise its right to continue the contract for an additional term of one year (up to 5 years) by April 1, 2015. If the City opts to extend the contract for one additional year term, the City will retain its right to 'terminate the contract for convenience" with 30 days prior written notice to Red Flex. There will be no penalty or fee for such termination.

## ALTERNATIVES

1. Instruct staff to present a resolution at the March 18, 2015 meeting to continue the contract with RedFlex for photo enforcement related to red lights for one additional year. The City may withdraw from the contract at any time for "convenience" with no penalty or fees if provide 30 days written notice too RedFlex.
2. Instruct staff to present a resolution at the March 18, 2015 meeting, declaring the City's intent to not renew the contract with RedFlex.

## BUDGET/FISCAL IMPACTS

**Current Year Budget Impacts:** No

**Future Fiscal Impacts:** Yes. \$160,000. The resources generated as a direct result of red light photo enforcement is on a downward curve and is forecasted to result in approximately \$160,000 in gross resources to fund expenses related to law enforcement. Terming of this program will eliminate the funding of one patrol position in the Police Department. One full time officer total cost is approximately \$120,000 for wages and benefits, training, equipment, and other associated expenses.

**Staff Work Load Impacts:** Continuing of the program will have no impact on the current work load of employees. Terminating the program will result in a reduction of one in the law enforcement patrol division which will result in less patrol officers to conduct the same level of work. There will be a decrease in staff workload associated with additional court sessions (court staff and officers), traffic school training sessions (court staff and sergeant), and citation review (officers).

## PUBLIC INVOLVEMENT

Public hearings and articles in 2011 and 2012. Annual reports presented to council and included in City newsletter. Reports to the Oregon Legislative Assembly and posted on line. Weekly conversations with citation holders educating them on how to conform to Oregon Traffic Law and thus not receive a citation in the future at that intersection or any other.

## NEXT STEPS

Present resolution per council direction at March 18, 2015 city council meeting and notify RedFlex, accordingly.

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**FROM**

Samantha Nelson, City Administrator

**REVIEWED THROUGH**

Heather Martin, City Attorney

**FOR MORE INFORMATION**

Staff Contact: Samantha Nelson, City Administrator      Ken Johnson, Chief of Police  
Telephone: 503-674-6221      503-674-6213  
Staff E-Mail: [nelsons@ci.fairview.or.us](mailto:nelsons@ci.fairview.or.us)      [johnsonk@ci.fairview.or.us](mailto:johnsonk@ci.fairview.or.us)  
Website: [www.fairvieworegon.gov](http://www.fairvieworegon.gov)



## ATTACHMENT: A

**Kenneth D. Johnson**  
*Chief of Police*

(503) 674-6200  
FAX (503) 492-4859

1300 N.E. Village St., Fairview, OR 97024

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INTEGRITY - PROFESSIONALISM - PARTNERSHIP - INNOVATION - COMMUNICATION - EMPOWERMENT

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### EXECUTIVE SUMMARY 2015 PHOTO RED LIGHT PROGRAM FOR THE CITY OF FAIRVIEW

The City of Fairview is a small community of approximately 9,200 residents located forty blocks from Portland, Oregon (the largest city in the state) and sharing a boarder with the City of Gresham (the fourth largest city in the state). Interstate 84 divides the town and contributes to a high traffic volume traversing our community.

The main entrance into the City of Fairview is exit 14 from Interstate 84. This is a common exit used for those traveling to Gresham, Mount Hood and Eastern Oregon. The first intersection encountered, after exiting the freeway off ramp, is Fairview Parkway and North East Halsey Street. According to Fairview Police Officers', this particular intersection was dangerous due to the high number of red light violations. Officers were unable to safely enforce red light violations at this intersection because there was no safe place to monitor the intersection and there was significant risk when attempting to catch up to a red light violator.

After an extensive public information gathering and outreach campaign, the Fairview City Council passed Resolution 37-2011 on September 7, 2011, authorizing a photo red light camera program. On May 3, 2012, the red light cameras were activated for three approaches at Fairview Parkway and NE Halsey Street. A thirty (30) day warning period was followed, as per state law. Fairview Police began issuing citations for photo red light violations on June 2, 2012.

During the past two years, the Fairview Police has conducted an extensive public education and outreach program in an effort to reduce the frequency of red light running and improve public safety.

During the past two years we have seen a significant reduction in the total number of citations issued and a significant reduction in the number of citations issued to Fairview residents (as compared to the first six months of the program). We also found that traffic volume has increased at this intersection, indicting a public acceptance of the red light camera program.

The requirement that an officer review and approve all images captured is also successful. In fact, officers reject over 60% of images captured at the three approaches monitored at this intersection.

The full report to the Legislative Assembly can be found on our web page at:  
<http://www.fairview.or.us/>.

# 2015 Photo Red Light Report to the Oregon Legislature City of Fairview



City of Fairview Police Department

Kenneth D. Johnson, Chief of Police

February 25, 2015

## Table of Contents

- I. BACKGROUND
- II. PUBLIC INFORMATION AND OUTREACH
- III. PROCESS AND OUTCOME EVALUATION
  - a. The effect of the use of cameras on traffic safety
  - b. The degree of public acceptance of the use of cameras
  - c. The process administration of the use of cameras

## **BACKGROUND**

The City of Fairview is a small community of approximately 9,200 residents located forty blocks from Portland, Oregon (the largest city in the state) and sharing a boarder with the City of Gresham (the fourth largest city in the state). Interstate 84 divides the town and contributes to a high traffic volume traversing our community.

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## **PUBLIC INFORMATION AND OUTREACH**

During the past two years, the City of Fairview has performed the following public education and outreach program related to the Intersection Safety Program:

2/21/13: Program update given to the Public Safety Advisory Committee (public meeting).

3/2013: Fairview Chief of Police Ken Johnson participated in a public safety video (PSA) entitled: "Oregon Through the Lens: Traffic Safety Cameras."

4/5/13: Oregon Association Chiefs of Police posted the video "Oregon Through the Lens: Traffic Safety Cameras" on the Association's Facebook.

9/18/13: One year review presented to the Fairview City Council during regular meeting (televised).

9/19/13: One year review presented to the Public Safety Advisory Committee (public meeting).

10/2013: Article in City of Fairview newsletter giving citizens a one year program review.

3/11/14: Fairview Chief of Police Ken Johnson was a guest panelist at a televised League of Women Voters forum and discussed the Photo Red Light: Intersection Safety Program.

8/5/13: Booth at National Night Out had continuous loop playing of the PSA- "Oregon Through the Lens: Traffic Safety Cameras."

11/15/14: Red light camera update was given at a Fairview Town Hall meeting.

1/28/15: Red light camera information was given at a Mayor's Town Hall meeting.

2/5/15: Request for public input on the Photo Red Light project was requested on the social media web site "Nextdoor Neighbor."

2/5/15: Request for public input on the Photo Red Light project was requested on the Fairview Police Department's Facebook social media site.

On Going:

- The Fairview Police Department web page includes a link to the PSA- "Oregon Through the Lens: Traffic Safety Cameras."  
<https://www.youtube.com/watch?v=aHaB57c2Cxs&feature=youtu.be>

- The Fairview Police Department web page has a link to a document entitled, “Myths of Photo Red Light Enforcement.” <http://www.fairview.or.us/DocumentCenter/Home/View/2541>
- The Fairview Police Department web page has a link to a document entitled, “Red Light Camera Brochure.” <http://www.fairview.or.us/DocumentCenter/Home/View/1341>
- Fairview Police Department web page has a section that explains how the program works:

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### Intersection Safety Camera Program

In May 2012, the City of Fairview Police Department launched a new traffic safety program focusing upon the problem of red light running at intersections in the Fairview community. The first Intersection Safety Cameras, also known as photo red light, were installed at the busy Fairview Parkway/Halsey Street intersection.



Intersection Safety Cameras are installed at specific intersections in order to enforce traffic laws by photographing drivers when they run the red lights. The cameras are connected to the traffic signals as well as sensors that monitor the traffic flow at the intersection’s crosswalks. The traffic signal is continuously monitored by the system and the cameras are triggered when a vehicle enters the intersection at a pre-established minimum speed and following a specific amount of time after the signal has turned red. Cameras record the date, time of day, time elapsed since the beginning of the red signal, and vehicle speed.

The cameras do not capture those drivers that enter the intersection against a yellow light, only those that enter against a solid red light, the most egregious offenders. The system does not issue citations to the drivers. All “suspected” violations are reviewed by a City of Fairview Police Officer who must agree and then issues the citations, which are processed the same as any other citation issued, except they are mailed. The fine for a photo citation is the same as any hand delivered citation for the same offense.

Questions? Contact the Fairview Police Department at (503) 674-6200.

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## THE EFFECTS OF THE USE OF CAMERAS ON PUBLIC SAFETY

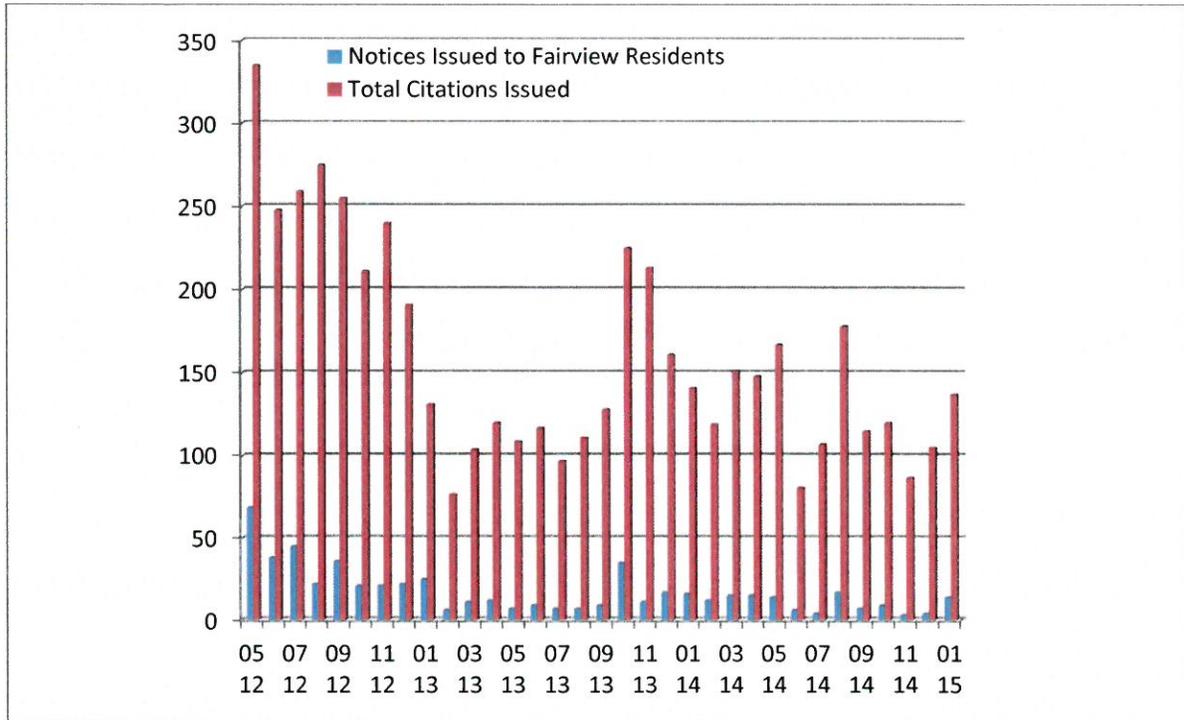
When the Fairview City Council authorized the use of red light cameras, the stated goal was to improve traffic safety by reducing the incidents of drivers running red lights. The best gauge of determining if we are making an impact is to evaluate two factors:

1. Total number of citations issued.
2. Total number of citations issued to Fairview residents.

Comparing 2014 and 2015 data to the first six months of operation shows a significant reduction in the number of drivers failing to stop for the red light at Fairview Parkway and Halsey.

<u>Month of Violation</u>	<u>Notices Issued to Fairview Residents</u>	<u>Notices Issued to Other Oregon Residents</u>	<u>Notices Issued to Out-of-State Residents</u>	<u>Total Citations Issued</u>	<u>Percent of Fairview Res.</u>
2012 05	69	239	27	335	20.59
2012 06	38	188	22	248	15.32
2012 07	45	181	33	259	17.37
2012 08	22	211	42	275	8.00
2012 09	36	182	37	255	14.11
2012 10	21	164	26	211	9.95
2012 11	21	187	32	240	8.75
2012 12	22	145	24	191	11.51
2013 01	25	86	20	131	19.08
2013 02	6	65	6	77	7.79
2013 03	11	74	19	104	10.57
2013 04	12	96	12	120	10.00
2013 05	7	77	25	109	6.42
2013 06	9	84	24	117	7.69
2013 07	7	74	16	97	7.21
2013 08	7	84	20	111	6.30
2013 09	9	90	29	128	7.03
2013 10	35	152	38	225	15.55
2013 11	11	164	38	213	5.16
2013 12	17	119	25	161	10.55
2014 01	16	102	23	141	11.34
2014 02	12	86	21	119	10.08
2014 03	15	113	23	151	9.31
2014 04	15	111	22	148	10.13
2014 05	14	117	36	167	8.38
2014 06	6	60	15	81	7.40
2014 07	4	72	31	107	3.73
2014 08	17	132	29	178	9.55
2014 09	7	86	22	115	6.08
2014 10	9	90	21	120	7.50
2014 11	3	70	14	87	3.44
2014 12	4	87	14	105	3.80
2015 01	14	100	23	137	10.21

**CHART SHOWING TOTAL CITATIONS ISSUED COMPARED TO THE NUMBER OF CITATIONS ISSUED TO FAIRVIEW RESIDENTS**



## **THE DEGREE OF PUBLIC ACCEPTANCE OF THE CAMERAS**

When the City of Fairview began consideration of a red light camera at Fairview Parkway and Halsey, there was some discussion and debate about the potential impact the red light cameras would have. A few expressed concern that drivers would avoid the intersection- hurting Fairview businesses.

The traffic count data, supplied by the Multnomah County Traffic Engineer does not support that position. Although there was a dip in the traffic count in some months during calendar year 2013, the traffic count in 2014 would indicate an increase in the number of drivers using this intersection since the beginning of the red light camera program.

### **TRAFFIC COUNT FROM INCEPTION OF PHOTO RED LIGHT PROGRAM THROUGH DECEMBER 2014 Fairview Parkway and Halsey South Bound on Fairview Parkway**

First month of operation (30 day written warning period) was May 2012:

May 2012- 312,869

May 2013- 320,009

May 2014- 321,857

First full month of citations was July 2012:

July 2012- 310,642

July 2013- 262,932

July 2014- 344,983

Last full month of data:

December 2012- 307,925

December 2013- 306,819

December 2014- 319,097

While there has not been any formal survey conducted, informal results obtained throughout the public information campaign (and during the early period of the program) indicate general public acceptance of the Photo Red Light Program. But, as with any enforcement based traffic safety initiative, there have been some detractors- including negative feedback from those who have received citations.

This author has personally attended several court sessions and has heard defendants make the following statements to our Fairview Municipal Court Judge:

- “I always run that light. It has gotten into a habit. Thank-you for putting those cameras there, it has made me a safer driver.”
- “Your honor, I thought it was OK to slow and look but, after being in court today and seeing these videos, I now realize I made a mistake.”

The Fairview Municipal Court Judge had this to say to defendants complaining about making right turns on red without stopping, “In all my years as a driver, lawyer and Judge, I have never heard someone *who has been in an accident* say, I looked, saw a car coming and went anyway.”

In preparing for this bi-annual report to the Oregon Legislature, this author posted a request on our police department Facebook page and on a large social media web-site Nextdoor Neighbor. I asked for any comments about the red light program, Specially, citizens were asked if they would support or oppose extending the photo red light contract beyond the original three year agreement. Two responses have been received. Both indicating that they felt the intersection was safer as a result of the photo red light cameras and both citizens urged the Fairview City Council to extend the contract.

## THE PROCESS ADMINISTRATION OF THE USE OF CAMERAS

The administrative process of the Photo Red Light Program includes many steps. The process includes:

- Violation detection- A car must travel across the intersection stop line against a solid red light.
- Quality control checks- Internal checks made by the vendor to insure the system was functioning properly at the time the violation was captured.
- Violation processing- Every violation is reviewed, by the vendor, to insure the violation is valid and conforms to the Oregon Revised Statute (gender match, etc.).
- Police Officer review- Final review of each violation by a City of Fairview Police Officer. The officer will conduct a review to confirm the violation is valid per the statute and that the vehicle did not stop before crossing the stop line. After review, the officer will reject or accept the citation. If the officer approves the citation, the officer will authorize their electronic signature for the issuance of a citation.

Citations issued under this program are processed by the Fairview Municipal Court and are handled in accordance with all applicable laws and court procedures.

The review process is exhaustive and intended to protect the integrity of the program and ensure that only legitimate red light violations are cited. Images captured by the red light camera and the accompanying video, do not equate to an automatic citation. There are a number of factors that cause an image to be rejected. Those factors include: Gender mismatch (driver not the registered owner), sun glare, vehicle stopping past the stop line, paper plates, inaccurate or incomplete DMV information and plate obstruction.

Since the inception of the Fairview program through January 2015, officers have issued 4,809 citations or 39.33% of the total images captured for possible violations. 60.67% of the images captured (possible violations) were rejected.

TOTAL IMAGES CAPTURED SINCE PROGRAM INCEPTION	TOTAL NUMBER OF CITATIONS ISSUED SINCE PROGRAM INCEPTION
12,225	4,809

*This report is provided in accordance with ORS 810.434 (4) and ORS 192.245.*

## ATTACHMENT: B

### EXCLUSIVE AGREEMENT BETWEEN THE CITY OF FAIRVIEW, OR AND REDFLEX TRAFFIC SYSTEMS, INC. FOR TRAFFIC CAMERA SAFETY IMPROVEMENT PROGRAM

This Agreement (this "Agreement") is made as of this \_\_\_ day of September, 2011 by and between Redflex Traffic Systems, Inc., a Delaware Corporation, with offices at 23751 N. 23<sup>rd</sup> Avenue, Phoenix, Oregon, 85085 ("Redflex"), and The City of Fairview, OR a municipal corporation, with offices at 1300 NE Village Street, Fairview, OR 97024 (the "Customer").

#### RECITALS

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to the Traffic Camera Safety Improvement Program (as defined below); and

WHEREAS, the Customer desires to engage the services of Redflex to provide certain equipment, processes and back office services so that Authorized Employees of the Customer are able to monitor, identify and enforce automotive traffic violations; and

WHEREAS, it is a mutual objective of both Redflex and the Customer to reduce the incidence of vehicle collisions at the traffic intersections and city streets that will be monitored pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### AGREEMENT

1. **DEFINITIONS.** In this Agreement, the words and phrases below shall have the following meanings:
  - 1.1. "Authorized Employee" means the Project Manager or such other individual(s) as the Customer shall designate to review Potential Violations and to authorize the Issuance of Citations in respect thereto, and shall in all cases be a sworn police officer.
  - 1.2. "Authorized Violation" means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Employee by using the Redflex System.
  - 1.3. "Citation" means the notice of an Authorized Violation, which is mailed or otherwise delivered by Redflex to the violator on the appropriate Enforcement Documentation.
  - 1.4. "Confidential Information" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, customers or others with whom such Person has a business relationship, and which has current or potential value to such

Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

- 1.4.1 Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and
- 1.4.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term “trade secrets” shall mean the broadest and most inclusive interpretation of trade secrets.
- 1.4.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be described.
- 1.5. “Intersection Approach” means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) System has been installed by Redflex for the purposes of facilitating the Program by the Customer.
- 1.6. “Designated Intersection Approaches” means the Intersection Approaches Redflex and the Customer shall mutually agree in writing from time to time will be included in the Program as set forth in Exhibit A.
- 1.7. “Electronic Signature” means the method through which the Authorized Employee indicates his or her approval of the issuance of a Citation in respect of a Potential Violation using the Redflex System.
- 1.8. “Enforcement Documentation” means the necessary and appropriate documentation related to the Program, including but not limited to warning letters, citation notices (using the specifications of the Municipal Court and the City, a numbering sequence for use on all citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment options and information regarding the viewing of images and data collected by the Redflex System), chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the Department of Motor Vehicles), and technical support documentation for applicable court and judicial officers.
- 1.9. “Equipment” means any and all approach cameras, sensors, equipment, components, products, software, and other tangible and intangible property relating to the System.

- 1.10. “Fine” means a monetary sum assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.
- 1.11. “Governmental Authority” means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative, or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- 1.12. “Installation Date” means the date on which Redflex completes the construction and installation of at least one (1) Designated Intersection Approach in accordance with the terms of this Agreement so that such Designated Intersection Approach is operational for the purposes of functioning with the Program.
- 1.13. “Intellectual Property” means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person.
- 1.14. “Operational Period” means the period of time during the Term, commencing on the Installation Date, during which the Program is functional in order to permit the issuance of Citations using the Redflex System.
- 1.15. “Person” means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity, or other business association.
- 1.16. “Project Manager” means the Chief of Police or other sworn police officer appointed by the Customer in accordance with this Agreement, which shall be an Authorized Employee and shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Program, and which manager shall have the power and authority to make management decisions relating to the Customer’s obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the Customer’s charter or other organizational documents of the Customer or by the city council or other governing body of the Customer.
- 1.17. “Potential Violation” means, with respect to any motor vehicle passing through a Designated Intersection Approach, the data collected by the Redflex System with respect to such motor vehicle, which data shall be processed by the Redflex System for the purposes of allowing the Authorized Employee to review such data and determine whether a Violation has occurred.
- 1.18. “Proprietary Property” means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person’s business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or

relating to the business of such Person, financial statements, budgets, projections and invoices.

- 1.19. “Redflex Marks” means all trademarks registered in the name of Redflex or any of its affiliates, such other trademarks as are used by Redflex or any of its affiliates on or in relation to the Program at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Redflex, and all modifications or adaptations of any of the foregoing.
- 1.20. “Redflex Project Manager” means the project manager appointed by Redflex in accordance with this Agreement, who shall be responsible for overseeing the construction and installation of the Designated Intersection Approaches and the implementation the Program, and who shall have the power and authority to make management decisions relating to Redflex’s obligations pursuant to this Agreement, including but not limited to change-order authorizations.
- 1.21. “Redflex System” or “the System” are interchangeable and synonymous and mean, collectively, the Salus® and/or SMARTcam® System, the SMARTscene® System, the SMARTops® System, the Program, and all of the other equipment, applications, back office processes, servers, off-site backup systems, software and other tangible and intangible property relating thereto.
- 1.22. “Traffic Camera Safety Improvement Program” or “the Program” are interchangeable and synonymous and mean the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Redflex, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles.
- 1.23. “Violation Criteria” means the standards and criteria by which Potential Violations will be evaluated by Authorized Employees of the Customer, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities.
- 1.24. “SMARTcam® System” means the proprietary software system that controls the systems of Redflex relating to the Program.
- 1.26. “Salus® System” means the proprietary software that controls the systems of Redflex relating to the Program.
- 1.27. “REDFLEXred® System” means the proprietary digital red light photo enforcement system of Redflex relating to the Program.
- 1.28. “SMARTops® System” means the proprietary back-office processes of Redflex relating to the Program.
- 1.29. “SMARTscene® System” means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data relating to the Program.
- 1.30. “Traffic Signal Controller Boxes” means the signal controller interface and vehicle detection owned and operated by the Customer and/or the Oregon Department of Transportation (“ODOT”). This includes, but not limited to, the Customer’s traffic controller, Customer’s vehicle detection equipment, Customer’s communication equipment, and Customer’s controller cabinet.

- 1.31. “Violation” means a violation of ORS 811.265 for failure to obey a traffic control device.
  - 1.32. “Violations Data” means the images and other Violations data gathered by the Redflex System at the Designated Intersection Approaches.
  - 1.33. “Warning Period” means the thirty (30) day period after the Installation Date of the first intersection approach, wherein only warning notices shall be issued, commencing within three (3) days after the system is operational.
  - 1.34. “Per Paid Citation” means all Citations that have been issued through the System and for which the City has received payment in full from the violator. Citations paid for on a court-directed or City-approved payment plan will be considered a “Per Paid Citation” when the City receives the final payment. Citations that are dismissed upon the agreement of the violator to attend traffic school and for which the City has received payment in full from the violator of all fees and charges collected by the City for traffic school will be considered a “Per Paid Citation.”
  - 1.35. “Standard Report System” means the web-based system whereby the Customer can query program data including the customer management reports that include citation issuance data, location performance data, and violation reject data.
2. **TERM.** The term of this Agreement shall commence as of the date hereof and, unless terminated pursuant to the terms of this Agreement, shall continue through the Term (as defined below) of each Designated Intersection Approach. Each Designated Intersection Approach will have a separate and distinct term of three (3) years after the issuance of the first Citation from the System installed at that Designated Intersection Approach (the “Initial Term”). The Customer shall have the right, but not the obligation, to extend the Initial Term for any Designated Intersection Approach for up to five (5) additional consecutive one (1) year periods following the expiration of the Initial Term (each, a “Renewal Term” and collectively with the Initial Term, the “Term”). The Customer may exercise the right not to renew for the “Renewal Term” for any Designated Intersection Approach by providing advanced written notice to Redflex not less than forty-five (45) calendar days prior to the last day of the Initial Term.
  3. **SERVICES.** Redflex shall provide the Program to the Customer, in each case in accordance with the terms and provisions set forth in this Agreement.
    - 3.1. **INSTALLATION.** With respect to the construction and installation of the Designated Intersection Approaches and the installation of the Redflex System at such Designated Intersection Approaches, the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit B attached hereto.
    - 3.2. **MAINTENANCE.** With respect to the maintenance of the Redflex System at the Designated Intersection Approaches the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit C attached hereto.
    - 3.3. **VIOLATION PROCESSING.** During the Operational Period, Violations shall be processed as follows:
      - 3.3.1. All Violations Data shall be stored on the Redflex System.

- 3.3.2. The Redflex System shall process Violations Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Employee via the Redflex System.
- 3.3.3. The Program will be accessible by the Authorized Employee through a secure and encrypted connection by use of a confidential user account on a computer equipped with a high-speed Internet connection and an approved web browser as described in Section 2.13 of Exhibit B.
- 3.3.4. Redflex shall provide the Authorized Employee with access to the Redflex System for the purposes of reviewing the pre-processed Violations Data within seven (7) days of the gathering of the Violation Data from the applicable Designated Intersection Approaches.
- 3.3.5. The Customer shall cause the Authorized Employee to review the Violations Data and to determine whether a citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an Electronic Signature to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for such purpose, and REDFLEX HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION.
- 3.3.6. With respect to each Authorized Violation, Redflex shall print and mail a Citation within five (5) days after Redflex's receipt of such authorization; provided, however, during the Warning Period, only warning violation notices shall be issued for all Authorized Violations.
- 3.3.7. Redflex shall provide a toll-free telephone number for the purposes of answering citizen and violation recipient inquiries.
- 3.3.8. Redflex shall permit the Authorized Employee to generate reports using the Redflex Standard Report System.
- 3.3.9. Upon Redflex's receipt of a written request from the Customer and in addition to the Standard Reports, Redflex shall provide, without cost to the Customer, reports regarding the processing and issuance of Citations, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Redflex System with respect thereto to the Customer in such format and for such periods as mutually agreed upon.
- 3.3.10. During the six (6) month period following the Installation Date and/or upon Redflex's receipt of a written request from the Customer at least fourteen (14) calendar days in advance of court proceeding, Redflex shall provide expert witnesses for use by the Customer in prosecuting Violations; provided, however, the Customer shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses; After the initial six (6) month period, expert testimony may be provided on a cost reimbursement basis.

- 3.3.11. During the three (3) month period following the Installation Date, Redflex shall provide, without cost to the Customer, such training to Customer personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the Customer with respect to the Program.
- 3.4. RECORDS RETENTION. Redflex shall retain all records associated with the Program for a period that meets the records requirements under state law. The Customer shall provide Redflex with said schedule prior to development of the Program.
- 3.5. PROSECUTION AND COLLECTION; COMPENSATION. The Customer shall diligently prosecute Citations and pursue the collection of all Fines in respect thereof, and Redflex shall have the right to receive, and the Customer shall be obligated to pay, the compensation set forth on Exhibit D attached hereto.
- 3.6. TAXES. Redflex shall pay for and maintain in current status all applicable taxes that are necessary for contract performance and/or assessed on Redflex's System, Equipment, revenue and/or any payments it receives pursuant to this Agreement. In the event that any excise, sales or other taxes are due relating to Customer revenue received as a result of this service contract, the Customer will be responsible for the payment of such taxes.
- 3.7. OTHER RIGHTS AND OBLIGATIONS. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Redflex and the Customer shall have the respective rights and obligations set forth on Exhibit E attached hereto.
- 3.8. CHANGE ORDERS. The Customer may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Redflex, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Redflex's receipt of a Change Order Notice, Redflex shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). The Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the Customer. Following the Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith and may agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in

Exhibit D shall govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 10.

- 3.9. ROAD REPAIRS AND CONSTRUCTION PROJECTS. The term of an installed camera shall be temporarily suspended as a result of any Customer, County or ODOT authorized road repairs, street improvements, or stop work order that interrupts, impedes, obstructs, or interferes with the successful performance of the installed camera. If the road repair or street improvement project lasts more than thirty (30) days the total number of days of system deactivation will be added to the initial term of the program.

4. LICENSE; RESERVATION OF RIGHTS.

- 4.1. LICENSE. Subject to the terms and conditions of this Agreement, Redflex hereby grants the Customer, and the Customer hereby accepts from Redflex upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City of Fairview, access and use the Redflex System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of this Agreement, and to print copies of any content posted on the Redflex System in connection therewith, (b) disclose to the public (including outside of the City of Fairview) that Redflex is providing services to the Customer in connection with Program pursuant to the terms of this Agreement, and (c) use and display the Redflex Marks on or in marketing, public awareness or education, or other publications or materials relating to the Program, so long as any and all such publications or materials are approved in advance by Redflex.
- 4.2. RESERVATION OF RIGHTS. The Customer hereby acknowledges and agrees that: (a) Redflex is the sole and exclusive owner of the Redflex System, the Redflex Marks, all Intellectual Property arising from or relating to the Redflex System, and any and all related Equipment, (b) the Customer neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Customer pursuant to this Agreement, the Customer shall gain no additional right, title or interest therein.
- 4.3. RESTRICTED USE. The Customer hereby covenants and agrees that it shall not (a) make any modifications to the Redflex System, including but not limited to any Equipment, (b) alter, remove or tamper with any Redflex Marks, (c) use any of the Redflex Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Redflex therein, (d) use any trademarks or other marks other than the Redflex Marks in connection with the Customer's use of the Redflex System pursuant to the terms of this Agreement without first obtaining the prior consent of Redflex, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Redflex System, including but not limited to any Equipment, or to any Intellectual Property or Proprietary Property of Redflex, or cause any other Person to do any of the foregoing.

- 4.4. PROTECTION OF RIGHTS. Redflex shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Redflex, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Redflex Marks, the filing of patent application for any of the Intellectual Property of Redflex, and making any other applications or filings with appropriate Governmental Authorities. The Customer shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Redflex Marks or the Intellectual Property of Redflex without the prior written consent of Redflex.
- 4.5. INFRINGEMENT. The Customer shall use its reasonable efforts to give Redflex prompt notice of any activities or threatened activities of any Person, of which the Customer becomes aware in the course of exercising its rights under this Agreement or complying with an obligation of this Agreement, that infringes or violates the Redflex Marks or any of Redflex's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Redflex Marks or any other Intellectual Property of Redflex. Redflex shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that Redflex commences any enforcement action under this Section 4.5, then the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex, provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance. Redflex shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual costs.
- 4.6. INFRINGING USE. The Customer shall give Redflex prompt written notice of any action or claim, whether threatened or pending, against the Customer alleging that the Redflex Marks, or any other Intellectual Property of Redflex, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex in the defense thereof; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and Redflex determines, in the exercise of its sole discretion, that an infringement may exist, Redflex shall have the right, but not the obligation, to procure for the Customer the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Redflex Representations and Warranties.

5.1.1. Authority. Redflex hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.1.2. Professional Services. Redflex hereby warrants and represents that any and all services provided by Redflex pursuant to this Agreement shall be performed in a

professional and workmanlike manner and, with respect to the installation of the Redflex System, subject to applicable law, in compliance with all specifications provided to Redflex by the Customer.

5.2. CUSTOMER REPRESENTATION AND WARRANTIES.

The Customer hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

- 5.3. LIMITED WARRANTIES. Redflex represents and warrants that the Redflex System and Equipment will operate as described in this Agreement in a manner sufficient to provide the Program described in Section 1.22 of this Agreement. EXCEPT AS OTHERWISE PROVIDED IN THE PREVIOUS SENTENCE OR ELSEWHERE IN THIS AGREEMENT, Redflex makes no warranties of any kind, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, with respect to the Redflex System or any Equipment or with respect to the results of the Customer's use of any of the foregoing. Notwithstanding anything to the contrary set forth herein, Redflex does not warrant that any of the Designated Intersection Approaches or the Redflex System will operate in the way the Customer selects for use, or that the operation or use thereof will be uninterrupted. THE CUSTOMER HEREBY ACKNOWLEDGES THAT THE REDFLEX SYSTEM MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDFLEX SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

6. TERMINATION.

- 6.1. TERMINATION FOR CAUSE. Either party shall have the right to terminate this Agreement in its entirety or with respect to any Designated Intersection Approach by thirty (30) days' prior written notice to the other if (i) state statutes or constitution are amended to prohibit or substantially change the operation of the Program, including prohibitions or substantial limitations on the use of Citations from the Program as evidence; (ii) any court having jurisdiction over the Customer rules that the Citations from the Program are inadmissible in evidence; (iii) Multnomah County or the Oregon Department of Transportation (ODOT) have failed to approve locations or issue encroachment permits after 18 (eighteen) months from execution date of this agreement; or (iv) the other party commits any material breach of any of the provisions of this Agreement, in which case either party shall have the right to remedy or cure the cause for termination or breach within forty-five (45) calendar days (or within such other time period as the Customer and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the appropriate party setting forth in reasonable detail the events of the cause for termination or breach. Termination of this Agreement shall be effective as of the date provided in the written notice (and in no event less than thirty (30) days from the date of the notice), provided that such termination shall not be enforceable or effective unless the terminating party provides to the non-terminating party the opportunity to remedy or cure the cause of the termination or breach within the forty-five (45) calendar day time period provided herein, if the cause for termination or breach can be remedied or cured by the non-

terminating party. Termination under this subsection 6.1 does not require the Customer to reimburse Redflex for direct costs as set out in subsection 6.3 or for any other costs or expenses incurred by Redflex.

6.2. The rights to terminate this Agreement given in this Section 6 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

6.3 TERMINATION FOR CONVENIENCE. The Customer may terminate this Agreement in its entirety or with respect to any Designated Intersection Approach without cause at any time by giving thirty (30) days written notice of termination to Redflex. If the Customer exercises its right to terminate in accordance with this paragraph, the Customer shall be obligated to pay Redflex for all services that have been satisfactorily performed in accordance with this Agreement, through and including the initiation of termination date. In the event the Customer exercises its right to terminate for convenience during the Initial Term of any Designated Intersection Approach, the Customer shall reimburse Redflex an amount equal to the reasonable direct labor costs and reasonable material costs, including equipment costs and salvageable material costs, solely associated with each Designated Intersection Approach (the "Reimbursable Costs"). Redflex shall provide an itemization of the Reimbursable Costs, with supporting invoices and labor expense documentation, to the City within sixty (60) days of the completion of installation of the Redflex Photo Red Light System at each Designated Intersection Approach. The monetary amounts payable to Redflex pursuant to this provision shall in no fashion be deemed to create an equitable interest on the part of Customer in Redflex's equipment, products and/or the services provided under this Agreement. The monetary amounts payable to Redflex pursuant to this provision are an expense recovery for early termination by the Customer for convenience and/or without cause. For the purpose of this section, the Reimbursable Costs shall be derived in accordance with the following formula:

X = the number of months remaining on the Initial Term;

Y = the number of months of the Initial Term;

X/Y = the percentage of remaining in the Initial Term;

Z = the Reimbursable Costs per Designated Intersection Approach (not to exceed \$80,000);

$(X/Y)*Z$  = amount to be paid as cancellation fee;

For Example, if the Initial Term ends on the last day of the 24<sup>th</sup> month and the Installed Approach was installed in month 12, the cancellation fee would be:

X = 12 (36 months – 24 months transpired under Initial Term);

Y = 36 (number of months of the Initial Term);

Z = \$80,000 (value of reimbursable costs);

$X/Y*Z = (12/36*\$80,000)$ ;

Calculation Fee = \$26,666.

In the event the Customer exercises its right to terminate for convenience after the Initial Term of any Designated Intersection Approach, Customer is not required to reimburse Redflex for direct costs as set out in this subsection 6.3 or for any other costs or expenses incurred by Redflex.

- 6.4. TERMINATION BY VOTERS. In the event the voters of the City of Fairview approve an initiative or referendum prohibiting all or any portion of the Program or limiting the Program in a manner that prevents either party from complying with the terms of this Agreement, Customer may terminate this Agreement by giving thirty (30) days written notice to Redflex to the extent such notice is possible. In the event of termination pursuant to this Section, Customer shall pay Redflex fifty percent (50%) of the amount that would be due for a termination pursuant to Section 6.3.
- 6.5. PROCEDURES UPON TERMINATION. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Except as set forth in this section, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:
- 6.5.1. Redflex shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Program, (ii) promptly deliver to the Customer any and all Proprietary Property of the Customer provided to Redflex pursuant to this Agreement, (iii) promptly deliver to the Customer a final report regarding the collection of data and the issuance of Citations in such format and for such periods as the Customer may reasonably request, and which final report Redflex shall update or supplement from time to time when and if additional data or information becomes available, (iv) promptly deliver to Customer a final invoice stating all fees and charges properly owed by Customer to Redflex for Citations issued by Redflex prior to the termination and, if applicable, reimbursement of direct costs as set forth in Section 6.4, and (v) provide such assistance as the Customer may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement.
  - 6.5.2. The Customer shall (i) immediately cease using the Program, accessing the Redflex System and using any other Intellectual Property of Redflex, (ii) promptly deliver to Redflex any and all Proprietary Property of Redflex provided to the Customer pursuant to this Agreement, and (iii) pay any and all fees, charges and amounts properly owed by Customer to Redflex for Citations issued by Redflex prior to the termination upon receipt of full payment from the violator, and, if applicable, promptly reimburse direct costs as set forth in Section 6.4.
  - 6.5.3. Unless the Customer and Redflex have agreed to enter into a new agreement relating to the Program or have agreed to extend the Term of this Agreement, Redflex shall, at its sole cost and expense: (i) remove any and all Equipment or other materials of Redflex installed in connection with Redflex's performance

of its obligations under this Agreement, including but not limited to housings, poles and camera systems, and (ii) restore the Designated Intersection Approaches to the same condition such Designated Intersection Approaches were in immediately prior to this Agreement or as otherwise required by the Governmental Authorities with jurisdiction over the Designated Intersection Approaches.

- 6.5.4. In addition to any and all other rights and remedies available and/or reserved herein, the Customer shall pay to Redflex the fee Per Paid Citation set forth in Paragraph 3 of Exhibit D within thirty (30) days of receipt of full payment from the violator for a period of twenty-four (24) months after the Agreement termination date.
- 6.6. **SURVIVAL.** Notwithstanding the foregoing, the definitions and each of the following shall survive the termination of this Agreement: (x) Sections 4.2 (Reservation of Rights), 5.1 (Redflex Representations and Warranties), 5.2 (Customer Representations and Warranties), 7 (Confidentiality), 8 (Indemnification and Insurance), 9 (Notices), 10 (Dispute Resolution), 11.1 (Assignment), 11.17 (Applicable Law), 11.16 (Injunctive Relief; Specific Performance) and 11.18 (Jurisdiction and Venue); and (y) those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state, or evidence the intent of the parties, that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.
7. **CONFIDENTIALITY.** During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement. To the extent consistent with public records laws, upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.
8. **INDEMNIFICATION AND INSURANCE.**
- 8.1. **INDEMNIFICATION BY REDFLEX.** Subject to Section 8.2, Redflex hereby agrees to defend and indemnify the Customer and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them (individually a "Customer Party" and collectively, the "Customer Parties") against, and to protect, save and keep harmless the Customer Parties from, and to pay on behalf of or reimburse the Customer Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and

disbursements (including reasonable attorneys', accountants' and expert witnesses' fees) of whatever kind and nature (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of Redflex contained in this Agreement, or (b) the willful misconduct, negligence or intentional acts, errors, or omissions of Redflex, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or willful misconduct of any Customer Party.

8.2 INDEMNIFICATION PROCEDURES. In the event any claim, action or demand (a "Claim") in respect of which the Customer seeks indemnification from Redflex, the Customer shall give Redflex written notice of such Claim promptly after the Customer first becomes aware thereof; provided, however, that failure so to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. Redflex shall have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Customer, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the Customer shall have the right to participate in the defense at its sole expense; provided, however, the Customer shall have the right to take over the control of the defense or settlement of such Claim at any time if the Customer irrevocably waives all rights to indemnification from and by Redflex. Redflex and the Customer shall cooperate in the defense or settlement of any Claim, and no party shall have the right enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent will not be unreasonably withheld or delayed.

8.3. INSURANCE. Redflex shall at all times comply with the insurance requirements set forth on Exhibit F attached hereto.

9. NOTICES. Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) business days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one (1) business day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:

9.1. Notices to Redflex:  
Redflex Traffic Systems, Inc.  
23751 North 23<sup>rd</sup> Avenue  
Phoenix, AZ 85085  
Attention: Program Management Team  
Facsimile: (623) 207-2050

9.2. Notices to the Customer:  
City of Fairview  
1300 NE Village Street  
Fairview, OR 97024  
Attention: City Administrator  
Phone: 503-674-6213

10. **DISPUTE RESOLUTION.** Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 10, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

11. **MISCELLANEOUS.**

11.1. **ASSIGNMENTS.** Neither party may assign all or any portion of this Agreement without the prior written consent of the other. No assignment of this Agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this agreement. Notwithstanding the above, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors or assigns.

11.2. **RELATIONSHIP BETWEEN REDFLEX AND THE CUSTOMER.** Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

11.3. **AUDIT RIGHTS.** Redflex must provide to the Customer an annual report, prepared by an independent auditor at Redflex's expense, representing Redflex's compliance with this Agreement and analysis of the accuracy of billing statements regarding the Customer's red light photo enforcement program.

Each of parties hereto shall have the right to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the

non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.

- 11.4. FORCE MAJEURE. Except as otherwise stated in this Agreement, neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Redflex, and unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
- 11.5. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties, and there are no other agreements, whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both parties.
- 11.6. SEVERABILITY. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 11.7. WAIVER. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 11.8. CONSTRUCTION. Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either party.
- 11.9. HEADINGS. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.
- 11.10. EXECUTION AND COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement and no party shall be required to produce an original or all of such counterparts in making such proof.

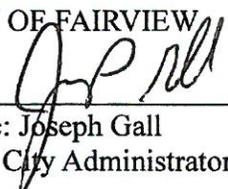
- 11.11. COVENANT OF FURTHER ASSURANCES. All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.
- 11.12. REMEDIES CUMULATIVE. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.
- 11.13. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and permitted assigns.
- 11.14. COMPLIANCE WITH LAWS. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.
- 11.15. NO THIRD PARTY BENEFIT. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.
- 11.16. INJUNCTIVE RELIEF; SPECIFIC PERFORMANCE. The parties hereby agree and acknowledge that a breach of Sections 4.1 (License), 4.3 (Restricted Use) or 7 (Confidentiality) of this Agreement would result in severe and irreparable injury to the other party, which injury could not be adequately compensated by an award of money damages, and the parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any material breach of those Sections of this Agreement, or to enjoin or prevent such a breach, including without limitation an action for specific performance hereof.
- 11.17. APPLICABLE LAW. This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of Oregon, United States.
- 11.18. JURISDICTION AND VENUE. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the courts located in Multnomah County, Oregon and both parties specifically agree to be bound by the jurisdiction and venue thereof.

12. **BOLI – PREVAILING WAGE**: Redflex shall be solely responsible for complying with BOLI's prevailing wage requirements. Redflex shall pay such prevailing wages in accordance with BOLI's requirements pursuant to BOLI's Agreement entitled "Prevailing Wage Rates for Public Works Agreements in Oregon."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

"Customer"

CITY OF FAIRVIEW

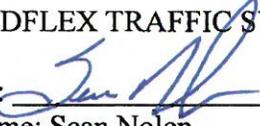
By:  10/5/11

Name: Joseph Gall

Title: City Administrator

"Redflex"

REFLEX TRAFFIC SYSTEMS, INC.,

By:  9/21/11

Name: Sean Nolen

Title: Chief Financial Officer

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EXHIBIT "A"  
Designated Intersection Approaches

Identification of enforced intersection approaches will be based on mutual written agreement between Redflex and the City as warranted by community safety and traffic needs. Redflex agrees to provide the City, at no charge, an estimate of Reimbursable Costs for each intersection approach under consideration by the City. The City reserves the right to withdraw its agreement with respect to any intersection approach at any time prior to commencement of the Initial Term for that intersection approach, in which case the withdrawal shall not be deemed a termination as set forth in this Agreement.

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EXHIBIT "B"  
Construction and Installation Obligations

**TIMEFRAME FOR INSTALLATION: TRAFFIC CAMERA SAFETY IMPROVEMENT PROGRAM:**

Redflex will have each specified approach installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Redflex and the Customer.

Redflex will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

Redflex will use reasonable commercial efforts to install and activate the first specified intersection within sixty (60) days subsequent to the receipt of the required customer approved program business rules and necessary permits from ODOT, the County or City. The Customer agrees that the estimated timeframe for installation and activation are subject to conditions beyond the control of Redflex and are not guaranteed.

1. **REDFLEX OBLIGATIONS ON ALL INTERSECTION APPROACHES:** Redflex shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Redflex's sole expense):
  - 1.1. Appoint the Redflex Project Manager and a project implementation team;
  - 1.2. Request current "as-built" electronic engineering drawings for the Designated Intersection Approaches (the "Drawings") from the City or County traffic engineer and/or ODOT if available;
  - 1.3. Develop and submit to the Customer for approval, and the County and/or ODOT as required, construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required;
  - 1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the "Approvals"), which will include compliance with City permit applications;
  - 1.5. Finalize the acquisition of the Approvals;
  - 1.6. Assist the Customer in developing a public awareness strategy, which may include media and educational materials;
  - 1.7. Develop the Violation Criteria in consultation with and with the consent of the Customer;
  - 1.8. Develop the Enforcement Documentation for approval by the Customer, which approval shall not be unreasonably withheld;
  - 1.9. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches;
  - 1.10. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in

compliance with all applicable local, state and federal laws and regulations and with all required permits and approvals of the owners of any facilities, equipment or services impacted by such work;

- 1.11. Provide all necessary communication, broadband and telephone services to the Designated Intersection Approaches;
  - 1.12. Install and test the functionality of the Designated Intersection Approaches with the Redflex System and establish fully operational Violation processing capability with the Redflex System. After Redflex and the Customer agree that the Redflex System is fully operational at a Designated Intersection Approach, the Customer shall reimburse Redflex for the reasonable costs of replacing and or modifying the System at a Designated Intersection Approach if the replacement and/or modification is due solely to Customer's request. Customer shall not be responsible for replacement and/or modification costs resulting from a request from County and/or ODOT or for roadway/intersection improvement projects;
  - 1.13. Implement the use of the Redflex System at each of the Designated Intersection Approaches;
  - 1.14. Deliver the Materials to the Customer;
  - 1.15. Citation processing and citation issuance/re-issuance for Authorized Violations, including warning notices during the Warning Period;
  - 1.16. Provide training (i) for up to fifteen (15) personnel of the Customer, including but not limited to the persons who Customer shall appoint as Authorized Employees and other persons involved in the administration of the Program, (ii) for at least sixteen (16) hours in the aggregate, (iii) regarding the operation of the Redflex System and the Program, which training shall include training with respect to the Redflex System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation;
  - 1.17. Interact with court and judicial personnel to address issues regarding the implementation of the Redflex System, the development of a subpoena processing timeline that will permit the offering of Violations Data in court and judicial proceedings, and coordination between Redflex, the Customer and (WHERE APPLICABLE juvenile court personnel);
  - 1.18. Provide and install or cause ODOT to provide and install LED traffic signal lights (yellow and red) at all enforced locations; and
  - 1.19. Fabricate and install required signage, notices or other postings required pursuant to any law, rule or regulation of any Governmental Authority ("Signage"), including but not limited to the Vehicle Code, and Customer shall assist in determining the placement of such Signage. Redflex shall submit signage design drawings to the appropriate local authority for approval.
2. **CUSTOMER OBLIGATIONS.** The Customer shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Customer's sole expense):
- 2.1. Appoint the Project Manager;
  - 2.2. Assist Redflex in obtaining the Drawings from the relevant Governmental Authorities to the extent available, provided that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such assistance not including reasonable City staff time.

- 2.3. Notify Redflex of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Traffic Camera Safety Improvement Program;
- 2.4. Provide assistance to Redflex in obtaining access to the records and data of the Department of Motor Vehicles in Redflex's capacity as an independent contractor to the Customer; and diligently review, approve and prosecute all valid Violations captured by the Program;
- 2.5. Provide reasonable access to the Customer's properties and facilities in order to permit Redflex to install and test the functionality of the Designated Intersection Approaches and the Traffic Camera Safety Improvement Program;
- 2.6. Provide reasonable access to the personnel of the Customer and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
- 2.7. Seek approval or amendment of awareness strategy and provide written notice to Redflex with respect to the quantity of media and program materials (the "Materials") that the Customer will require in order to implement the awareness strategy during the period commencing on the date on which Redflex begins the installation of any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;
- 2.8. Assist Redflex in developing the Violation Criteria;
- 2.9. Seek approval of the Enforcement Documentation;
- 2.10. Provide on an agreed upon frequency, without cost to Redflex, reports regarding the prosecution of Citations, the collection of Fines and available collision data, in such format and for such periods as Redflex may reasonably request;
- 2.11. Yellow Light Timing Review: Redflex acknowledges that the yellow or amber light phase timing at most photo enforced intersections is under the control of ODOT and that the Customer will seek assurances from ODOT that the yellow or amber light phase timing at all photo enforced intersections meets minimum standards according to Federal, State, and local laws, guidelines, and/or rules;
- 2.12. Provide, where under Customer control, on-going adequate electrical power in order to operate the system;
- 2.13. Where under Customer control, allow Redflex to use existing conduit space as available. If it is determined that new conduit must be installed the cost of the installation of the same shall be borne by Redflex; and
- 2.14. Customer is responsible for all computer hardware, web browsers and high speed Internet access necessary to operate the Systems, which is standard Police Department workstation computers with a monitor of a resolutions of 1280 x 1024 or greater and high speed internet connections with a bandwidth of T-1 or greater.

EXHIBIT "C"  
Maintenance

1. All repair and maintenance of the Redflex System, Traffic Camera Safety Improvement Program and related Equipment will be the sole responsibility of Redflex, including but not limited to maintaining the casings of the cameras included in the Redflex System and all other Equipment in reasonably clean and graffiti-free condition.
2. Redflex shall not open the Traffic Signal Controller Boxes without a representative of ODOT (or, if permitted by ODOT, the Customer) present.
3. In the event that images of a quality suitable for the Authorized Employee to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units at its sole expense. Quality determination shall be at the sole discretion of Customer through its Authorized Employee.
4. Redflex may assign specific personnel to provide follow up assistance to the Customer in the form of the HELPDESK, a designated Customer Service Representative, and a Director of Accounts.
5. If it is determined jointly between Redflex and the Customer that a hardware or software upgrade would enhance the quality of images and/or increase the issuance rate of citations, Redflex shall provide such upgrades without cost to the Customer.

EXHIBIT "D"  
COMPENSATION & PRICING

1. The Customer agrees to pay for the services in Article 3 in accordance with the compensation provisions in this Agreement.
2. Redflex will provide a monthly invoice to the city, from court dispositions filed electronically to Redflex, detailing citations fully paid each month per system. Payment by the Customer will be made within thirty (30) days after the receipt of billing for each service rendered during the month. If payment is not made within thirty (30) days, interest on the unpaid balance will accrue beginning on the thirty-first (31<sup>st</sup>) day at the rate of one percent (1%) per month or a maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. The Customer has the right to appeal or ask for clarification on any Redflex billing within thirty (30) days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this agreement.
3. Fee per Paid Citation. Redflex Agrees to perform the work as required for compensation based upon the payment by the City of Sixty Dollars (\$60.00) per paid citation for the first fifty (50) paid citations per Redflex's approach system per month. Fifty Dollars (\$50.00) per paid citation for paid citations 51-100, Forty Dollars (\$40.00) per paid citations for paid citations 101-150 and Twenty-five Dollars (\$25.00) per paid citations for paid citations 151 and on. The Customer may offer persons cited an option to attend traffic school, which would result in a dismissal of the citation.
4. Cost Neutrality. Redflex's compensation under this agreement shall be limited to the amount it receives in fees for paid citations as provided herein. This payment system provides cost neutrality to the Customer; in no event shall the Customer be obligated to compensate Redflex in an amount that exceeds the monthly revenue actually received by the Customer for Citations.
5. The on-going provision of any and all necessary electrical power to the Designated Intersection Approaches will be the sole responsibility of the Customer.
6. Customer will actively enforce illegal right-turn on red violations.
7. Customer will aggressively pursue collections of unpaid violations.
8. Roadway/Intersection improvement projects: Customer shall reimburse Redflex the reasonable costs of replacing and or modification of operational system approaches if the replacement and/or modification is due solely to Customer's request. Customer shall not be responsible for replacement and/or modification costs resulting from ODOT roadway/intersection improvement projects.

## EXHIBIT "E"

### ADDITIONAL RIGHTS AND OBLIGATIONS

Redflex and the Customer shall respectively have the additional rights and obligations set forth below:

1. Redflex shall assist the Customer in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Traffic Camera Safety Improvement Program (actual print and production costs are the sole responsibility of the Customer).
2. The Customer shall not access the Redflex System or use the Traffic Camera Safety Improvement Program in any manner other than prescribed by law or in any manner that restricts or inhibits any other Person from using the Redflex System or the Traffic Camera Safety Improvement Program with respect to any Intersection Approaches constructed or maintained by Redflex for such Person, or which could damage, disable, impair or overburden the Redflex System or the Traffic Camera Safety Improvement Program, and the Customer shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Redflex System, or (iii) any materials or information not intentionally made available by Redflex to the Customer by means of hacking, password mining or any other method whatsoever, nor shall the Customer cause any other Person to do any of the foregoing.
3. The Customer shall maintain the confidentiality of any username, password or other process or device for accessing the Redflex System or using the Traffic Camera Safety Improvement Program.
4. Redflex and the Customer shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, Redflex and the Customer shall obey any and all such rules and regulations.
5. The Customer shall promptly reimburse Redflex for the reasonable cost of repairing or replacing any portion of the Redflex System, or any property or equipment related thereto, damaged directly or indirectly by the Customer, or any of its employees, contractors or agents.

## EXHIBIT "F"

### INSURANCE

1. During the Term, Redflex shall procure and maintain at Redflex's sole cost and expense the following insurance coverage with respect to claims for injuries to persons or damages to property which may arise from or in connection with the performance of work or services pursuant to this Agreement by Redflex, and each of Redflex's subcontractors, agents, representatives and employees:
  - a) Commercial General Liability Insurance. Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, Two Million Dollars (\$2,000,000) Products-Completed Operations Aggregate and Two Million Dollars (\$2,000,000) General Aggregate;
  - b) Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury or property damage, including but not limited to coverage for all automobiles owned, non-owned and hired by Redflex;
  - c) Professional Liability (Errors and Omissions) Insurance. Redflex will procure and maintain Professional Liability (Errors and Omissions) Insurance with coverage of not less than Two Million Dollars (\$2,000,000) each and every claim and in the Aggregate; and
  - d) Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than that required by the laws of the State of Oregon, and Employer's Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence.
2. With respect to the Commercial General Liability Insurance the following additional provisions shall apply:
  - a) The Customer Parties shall be named as additional insureds with respect to the Commercial General Liability insurance; and
  - b) The insurance coverage procured by Redflex and described above shall be the primary insurance with respect to the Customer Parties in connection with this Agreement, and any insurance or self-insurance maintained by any of the Customer Parties shall be in excess, and not in contribution to, such insurance; and
  - c) Any failure to comply with the reporting provisions of the various insurance policies described above shall not affect the coverage provided to the Customer Parties, and such insurance policies shall state that such insurance coverage shall apply separately with respect to each additional insured against whom any claim is made or suit is brought, except with respect to the limits set forth in such insurance policies.
3. With respect to the insurance described in the foregoing Section of this Exhibit F, if Redflex or its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them, or any of them is notified by any insurer that any insurance coverage will be cancelled, Redflex shall immediately provide thirty (30) days written notice thereof to the Customer and shall take all necessary actions to correct such cancellation in coverage limits, and shall provide written notice to the Customer of the date

and nature of such correction. If Redflex, for any reason, fails to maintain the insurance coverage required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement, and the Customer shall have the right, but not the obligation and exercisable in its sole discretion, to either (i) terminate this Agreement and seek damages from Redflex for such breach, or (ii) purchase such required insurance, and without further notice to Redflex, deduct from any amounts due to Redflex pursuant to this Agreement, any premium costs advanced by the Customer for such insurance. If the premium costs advanced by the Customer for such insurance exceed any amounts due to Redflex pursuant to this Agreement, Redflex shall promptly remit such excess amount to the Customer upon receipt of written notice thereof.

4. Redflex shall provide certificates of insurance evidencing the insurance required pursuant to the terms of this Agreement, which certificates shall be executed by an authorized representative of the applicable insurer, and which certificates shall be delivered to the Customer prior to Redflex commencing any work pursuant to the terms of this Agreement.

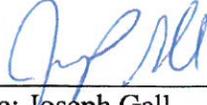
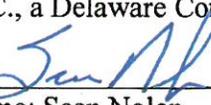
EXHIBIT "G"

FORM OF ACKNOWLEDGMENT AND CONSENT

This Acknowledgement and Consent Form, dated September \_\_\_, 2011, is entered into by and between the City of Fairview (the "City") and Redflex Traffic Systems, Inc., ("Redflex"), with reference to the Agreement between the City of Fairview and Redflex Traffic Systems, Inc. for a Traffic Camera Safety Improvement Program, dated as of September \_\_\_, 2011 by and between the City and Redflex (the "Agreement").

1. Redflex has entered into a Credit Agreement, dated as of November, 2009 ("the Credit Agreement"), with Common Wealth Bank of Australia ("the Creditor") pursuant to which the Creditor has provided certain working capital to Redflex. Such working capital is needed by Redflex to perform its obligations to the City under the Agreement.
2. Pursuant to the Credit Agreement, Redflex granted to the Creditor a security interest in all of Redflex's personal property relevant to and associated with the Agreement with the City as collateral for the payment and performance of Redflex's obligations to the Creditor under the Credit Agreement. Such security interest applies to and covers all of Redflex's contract rights, including, without limitation, all of Redflex's rights and interests under the Agreement.
3. Redflex shall not, by virtue of the Credit Agreement, be relieved of any liability or obligation under the Agreement, and the Creditor has not assumed any liability or obligation of Redflex under the Agreement.
4. The City hereby acknowledges notice of, approves and consents, in full, to Redflex's grant of the aforementioned security interest in favor of the Creditor in all of Redflex's rights and interests under the Agreement pursuant to the Credit Agreement.
5. The City further acknowledges and agrees that this Acknowledgement and Consent Form shall be binding upon the City and shall inure to the benefit of the successors and permitted assigns of the Creditor and to any replacement lenders, banks and/or financial institutions which refinance Redflex's obligations to the Creditor under the Credit Agreement.

IN WITNESS WHEREOF, the City and Redflex have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written. Approved as to form, content, and legality:

<p>The City: CITY OF FAIRVIEW, OR</p> <p>By: <u> 10/5/11</u></p> <p>Name: Joseph Gall</p> <p>Title: City Manager</p>	<p>Redflex: REDFLEX TRAFFIC SYSTEMS, INC., a Delaware Corporation</p> <p>By: <u> 9/21/11</u></p> <p>Name: Sean Nolen</p> <p>Title: Chief Financial Officer</p>
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**FAIRVIEW CITY COUNCIL**  
**AGENDA ITEM TYPE: GUIDANCE AND POLICY DIRECTION**



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**ENHANCED SIGNANAGE TO INCREASE SCHOOL ZONE SAFETY**

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Meeting Date: April 1, 2015

Agenda Item Number: Work Session Item 3

Staff Member: Allan Berry

Department: Public Works

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**REQUESTED COUNCIL ACTION**

Direct staff in regards to policy decision to move forward to purchase and facilitate installation by Multnomah County of enhanced signage to improve safety in school zones throughout the City of Fairview.

**PUBLIC PURPOSE & COMMUNITY OUTCOME**

Enhanced signage to include yellow blinking lights and driver feedback during school hours has proven to have a positive impact on traffic and pedestrian safety in school zones.

**ATTACHMENTS**

A. Fairview School Zone Safety Memo from Multnomah County

**BACKGROUND**

Per Council direction, PW Director Berry has evaluated a variety of ‘your speed is’ and school zone speed safety options. Majority of the identified areas are on County roads and within the County right of way, a couple identified locations are located in the right of way belonging to the City of Gresham. After independently conducting a significant amount of research, Director Berry reached to trusted colleague, Brian Vincent of Multnomah County Transportation to solicit recommendations regarding signage, vendors, estimated costs, etc. Director Berry requested Mr. Vincent provided a memo detailing the County’s recommendations for signage and lights and the proposed costs. The County is experienced in utilizing enhanced signage in school zones and economies in cost were anticipated to be available if coordinated with the County. Attached is the report and recommendations, from Multnomah County. To reach maximum effectiveness and safety, blinking light beacons and “driver feedback” signage is recommended and preferred. These signs would be programmed to coordinate with the school calendar so would flash only when school was in session. The driver feedback portion of the proposed signs (“your speed is” sign) could be programmed to run continuously or in coordination with the school calendar.

Recommendation Summary:

- 8 flashing beacons and “driver feedback” signs-
  - (4) Four solar powered and (4) four hardwired to PGE electricity
- County staff time and responsibility for purchasing and installing of all equipment

**ALTERNATIVES**

1. Direct staff to move forward in partnership with Multnomah County for sign purchases and installation and provide supplemental budget to meet funding requirements as proposed in attached memo from Multnomah County.

2. Direct staff to proceed with a number of signs less than the eight (8) proposed and provide specified locations for sign installation.
3. Direct staff to no longer pursue enhanced signage in school zones.

## **BUDGET/FISCAL IMPACTS**

### **Current Year Budget Impacts:**

Yes. Total Cost: \$66,600 or \$8,325 total cost per sign. Funding options are being evaluated and will be presented to council for approval at its April 15 meeting. Current options are as follows:

\$28,000 approved by Council to use General Fund Reserves  
\$ 8,000 14-15 Street Fund budgeted for “driver feedback” signs on FV Parkway  
\$20,600 Street Fund Street Improvements  
\$10,000 Street Fund Contract Services  
\$66,600

The Council indicated that the initial fees received by the City as a result of the Photo Radar Pilot Project would be directed toward reimbursement to the specific funds which financed this project.

### **Future Fiscal Impacts:**

No

### **Staff Work Load Impacts:**

Yes, coordination with County for purchase and installation.

## **PUBLIC INVOLVEMENT**

None

## **NEXT STEPS**

If Council approves staff to move forward in partnership with Multnomah County an inter-governmental agreement will be drafted for signature to purchase and install identified equipment. Staff will provide a supplemental budget amendment to fund the project as approved.

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### **FROM**

Allan Berry, Public Works Director

### **REVIEWED THROUGH**

Samantha Nelson, City Administrator

## **FOR MORE INFORMATION**

Staff Contact: Allan Berry, Public Works Director

Telephone: 503-674-6235

Staff E-Mail: [berrya@ci.fairview.or.us](mailto:berrya@ci.fairview.or.us)

Website: [www.fairvieworegon.gov](http://www.fairvieworegon.gov)

Road Services

**TO:** Brian Vincent  
**FROM:** Andy Kutansky  
**DATE:** March 11, 2015  
**SUBJECT:** City of Fairview School Safety Sign Recommendations  
**CC:** Riad Alharithi

School zone speed signs, combined with driver feedback and flashing beacons, have shown to decrease vehicle speeds by up to 9 mph. The City of Fairview has requested a cost estimate to upgrade 8 school zone speed signs to be equipped with flashing beacons and driver feedback signs "Your Speed XX." Locations 1 through 4, shown below in Figure 1, do not have easy access to a power supply, and locations 5 through 8 are already connected to AC Power.

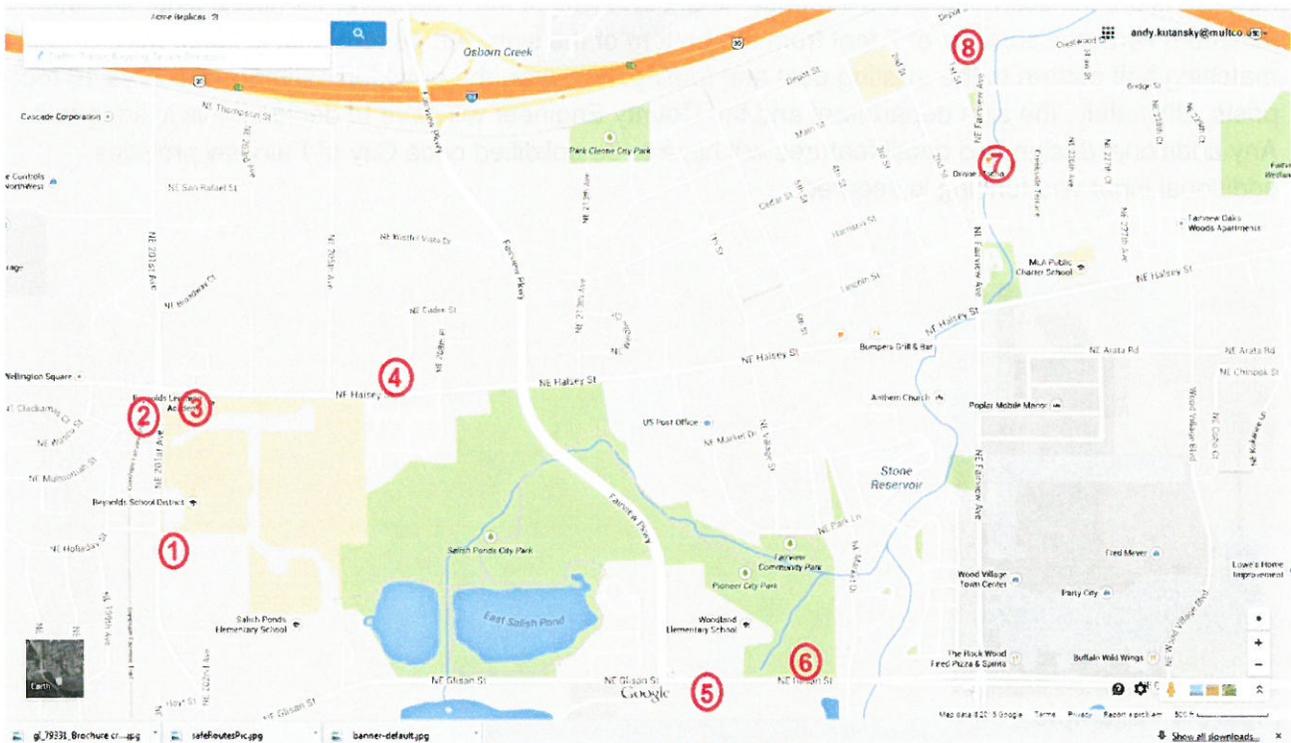


Figure 1 - Sign Locations

The attached estimates show two upgrade options. The **Solar Power Option** puts solar panels, beacons, and driver feedback signs on a new post at Locations 1 through 4 and new posts and driver feedback signs at Locations 5-8, where a power supply already exists. The panels were sized base on

a solar feedback form that was filled out and submitted to the vendor, Information Display. See Figure 2 for example. The LED signs, manufactured by Information Display Company, are 42” tall with a 15” display, adequate for speed zones up to 45mph. The beacons, posts, and signs are from TAPCO company.

The **AC Power Option** puts beacons and driver feedback signs on a new post and connects them to the nearest PGE pole, via trenching and conduit. Cost and approval to connect to PGE power has not yet been completed but an assumed cost was used in the estimate. Susan Mullenberg is the contact person (503-669-5220 [susan.mullenburg@pqn.com](mailto:susan.mullenburg@pqn.com))

It is assumed that at locations 1 through 4, the sign “When Flashing” will replace “School Days – 7AM to 5PM” and all other signs and hardware will be reused, where possible. The Solar Panel Sizing Forms for each solar location should be reviewed on site prior to ordering equipment so that the appropriately sized panel will be installed.

At Locations 5 and 6, the post, footing, and equipment are in good condition but it is recommended that new posts are installed due to the increase height and weight from the driver feedback sign, and the minimum vertical clearance of 7 feet from the bottom of the sign. An 18-foot post is ideal, with matching bolt pattern to the existing post and footing, however, the provided estimate assumes 16-foot posts. Ultimately, the sign department and the County Engineer will have to decide if this is adequate. Any additional design and detail features will have to be solidified once City of Fairview provides additional input and funding is secured.



Figure 2 - Example

DATE: March 11, 2015

PROJECT ENGINEER ESTIMATE - SOLAR POWER OPTION				
Locations 1 thru 4: New SOLAR-Powered School Radar Systems w/Driver Feedback	QUANTITY	UNIT PRICE	TOTAL AMOUNT	
Locations 5 thru 8: New posts and Driver Feedback Sign, Extg AC power, signs, and beacons				
<b>ITEMS OF WORK AND MATERIALS</b>				
MOBILIZATION	1	LUMP SUM	\$ 3,900.00	
TEMPORARY PROTECTION & DIRECTION OF TRAFFIC	1	LUMP SUM	\$ 500.00	
TRAFFIC CONTROL/TEMPORARY SIGNS	1	LUMP SUM	\$ 2,000.00	
SCHOOL SAFETY SYSTEM: POST, BEACONS, SOLAR PANEL (LOCATIONS 1-4)	4	\$ 3,239.07	\$ 12,956.26	
CONCRETE FOOTINGS (LOCATIONS 1-4 & 7-8)	6	\$ 500.00	\$ 3,000.00	
POST AND HARDWARE, LOCATIONS 5-8	4	\$ 579.26	\$ 2,317.04	
DRIVER FEEDBACK LED SIGN W/SOFTWARE & MOUNTING HARDWARE	8	\$ 3,999.88	\$ 31,999.04	
		<b>SUBTOTAL:</b>		<b>56,672.34</b>

CONTRACTOR OVERHEAD (10% OF ITEMS NOT INCLUDING MOB, TP&DT, AND TRAFF CONTROL) \$ 5,030.00  
 CONTINGENCY (5% OF ITEMS, EXCLUDING OVERHEAD) \$ 2,830.00

**TOTAL PROJECT CONSTRUCTION ESTIMATE: \$ 64,500.00**

PROJECT ENGINEER ESTIMATE - AC POWER OPTION				
Locations 1 thru 4: New AC-Powered School Radar Systems w/Driver Feedback	QUANTITY	UNIT PRICE	TOTAL AMOUNT	
Locations 5 thru 8: New posts and Driver Feedback Sign, Extg AC power, signs, and beacons				
<b>ITEMS OF WORK AND MATERIALS</b>				
MOBILIZATION	1	LUMP SUM	\$ 3,900.00	
TEMPORARY PROTECTION & DIRECTION OF TRAFFIC	1	LUMP SUM	\$ 500.00	
TRAFFIC CONTROL/TEMPORARY SIGNS	1	LUMP SUM	\$ 2,000.00	
SCHOOL SAFETY SYSTEM: POST & BEACONS, SIGN (LOCATIONS 1-4)	4	\$ 1,439.85	\$ 5,759.40	
TRENCHING AND CONDUIT (LF)	200	\$ 25.00	\$ 5,000.00	
CONCRETE FOOTINGS (LOCATIONS 1-4 & 7-8)	6	\$ 500.00	\$ 3,000.00	
CONNECT TO EXISTING PGE POWER	4	\$ 1,000.00	\$ 4,000.00	
POST AND HARDWARE, LOCATIONS 5-8	4	\$ 579.26	\$ 2,317.04	
DRIVER FEEDBACK LED SIGN W/SOFTWARE & MOUNTING HARDWARE	8	\$ 3,999.88	\$ 31,999.04	
		<b>SUBTOTAL:</b>		<b>58,475.48</b>

CONTRACTOR OVERHEAD (10% OF ITEMS NOT INCLUDING MOB, TP&DT, AND TRAFF CONTROL) \$ 5,210.00  
 CONTINGENCY (5% OF ITEMS, EXCLUDING OVERHEAD) \$ 2,920.00

**TOTAL PROJECT CONSTRUCTION ESTIMATE: \$ 66,600.00**

Multnomah County  
 Department of Community Services  
 Road Engineering

Fairview School Sign Systems

DATE: March 11, 2015

**SOLAR OPTION**

**PROJECT ENGINEER ESTIMATE**

*Locations 1-4, New SOLAR-Powered Signs, Beacons w/new posts. Locations 5-8, new posts and Driver Feedback sign*

ITEMS OF WORK AND MATERIALS	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
MOBILIZATION (7%)	LS	1.00	\$ 3,900.00	\$ 3,900.00
TEMPORARY PROTECTION & DIRECTION OF TRAFFIC	LS	1.00	\$ 500.00	\$ 500.00
TRAFFIC CONTROL/TEMPORARY SIGNS	LS	1.00	\$ 2,000.00	\$ 2,000.00
LOCATION 1 - NB NE 201st (REYNOLDS MIDDLE SCH)	-	-	\$ -	\$ -
SIGN, BEACONS, POST, HARDWARE, FOOTING	EA	1.00	\$ 1,939.85	\$ 1,939.85
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 4,043.70	\$ 4,043.70
SOLAR PANEL(S)	EA	1.00	\$ 1,669.26	\$ 1,669.26
LOCATION 2 - SB NE 201st (REYNOLDS MIDDLE SCH)	-	-	\$ -	\$ -
SIGN, BEACONS, POST, HARDWARE, FOOTING	EA	1.00	\$ 1,939.85	\$ 1,939.85
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 4,043.70	\$ 4,043.70
SOLAR PANEL(S)	EA	1.00	\$ 1,669.26	\$ 1,669.26
LOCATION 3 - EB NE HALSEY (REYNOLDS MIDDLE S	-	-	\$ -	\$ -
SIGNS, BEACONS, POST, HARDWARE, FOOTING	EA	1.00	\$ 1,939.85	\$ 1,939.85
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 4,043.70	\$ 4,043.70
SOLAR PANEL(S)	EA	1.00	\$ 1,929.17	\$ 1,929.17
LOCATION 4 - WB NE HALSEY (REYNOLDS MIDDLE S	-	-	\$ -	\$ -
SIGNS, BEACONS, POST, HARDWARE, FOOTING	EA	1.00	\$ 1,939.85	\$ 1,939.85
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 4,043.70	\$ 4,043.70
SOLAR PANEL(S)	EA	1.00	\$ 1,929.17	\$ 1,929.17
LOCATION 5 - EB NE GLISAN (WOODLAND ES)	-	-	\$ -	\$ -
POST, HARDWARE	EA	1.00	\$ 579.26	\$ 579.26
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 3,956.06	\$ 3,956.06
LOCATION 6 - WB NE GLISAN (WOODLAND ES)	-	-	\$ -	\$ -
POST, HARDWARE	EA	1.00	\$ 579.26	\$ 579.26
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 3,956.06	\$ 3,956.06
LOCATION 7 - NB NE FAIRVIEW (FAIRVIEW ES)	-	-	\$ -	\$ -
POST, HARDWARE, FOOTING	EA	1.00	\$ 1,079.26	\$ 1,079.26
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 3,956.06	\$ 3,956.06
LOCATION 8 - SB NE FAIRVIEW (FAIRVIEW ES)	-	-	\$ -	\$ -
POST, HARDWARE, FOOTING	EA	1.00	\$ 1,079.26	\$ 1,079.26
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 3,956.06	\$ 3,956.06
<b>SUBTOTAL:</b>				<b>56,672.34</b>

CONTRACTOR OVERHEAD - ( 10% of BID ITEMS, NOT INCLUDING MOB., TP&DT, AND TRAFF CONTROL)	\$	5,000.00
CONSTRUCTION CONTINGENCY - ( 5% of BID ITEMS)	\$	2,900.00

**TOTAL PROJECT CONSTRUCTION ESTIMATE: \$ 64,572.34**

DATE: March 11, 2015

**AC-POWERED OPTION**

**PROJECT ENGINEER ESTIMATE**

*Locations 1-4, New AC-Powered Signs, power service, and Beacons w/new posts. Locations 5-8, new posts and Driver Feedback sign*

ITEMS OF WORK AND MATERIALS	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
MOBILIZATION (7%)	LS	1.00	\$ 3,900.00	\$ 3,900.00
TEMPORARY PROTECTION & DIRECTION OF TRAFFIC	LS	1.00	\$ 500.00	\$ 500.00
TRAFFIC CONTROL/TEMPORARY SIGNS	LS	1.00	\$ 2,000.00	\$ 2,000.00
LOCATION 1 - NB NE 201st (REYNOLDS MIDDLE SCH)	-	-	\$ -	\$ -
SIGN, BEACONS, POST, HARDWARE, FOOTING	EA	1.00	\$ 1,939.85	\$ 1,939.85
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 4,043.70	\$ 4,043.70
TRENCHING & CONDUIT	LF	60.00	\$ 25.00	\$ 1,500.00
NEW PGE SERVICE ON EXTG PGE POLE	EA	1.00	\$ 1,000.00	\$ 1,000.00
LOCATION 2 - SB NE 201st (REYNOLDS MIDDLE SCH)	-	-	\$ -	\$ -
SIGN, BEACONS, POST, HARDWARE, FOOTING	EA	1.00	\$ 1,939.85	\$ 1,939.85
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 4,043.70	\$ 4,043.70
TRENCHING & CONDUIT	LF	100.00	\$ 25.00	\$ 2,500.00
NEW PGE SERVICE ON EXTG PGE POLE	EA	1.00	\$ 1,000.00	\$ 1,000.00
LOCATION 3 - EB NE HALSEY (REYNOLDS MIDDLE SCH)	-	-	\$ -	\$ -
SIGN, BEACONS, POST, HARDWARE, FOOTING	EA	1.00	\$ 1,939.85	\$ 1,939.85
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 4,043.70	\$ 4,043.70
TRENCHING & CONDUIT	LF	10.00	\$ 25.00	\$ 250.00
NEW PGE SERVICE ON EXTG PGE POLE	EA	1.00	\$ 1,000.00	\$ 1,000.00
LOCATION 4 - WB NE HALSEY (REYNOLDS MIDDLE SCH)	-	-	\$ -	\$ -
SIGN, BEACONS, POST, HARDWARE, FOOTING	EA	1.00	\$ 1,939.85	\$ 1,939.85
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 4,043.70	\$ 4,043.70
TRENCHING & CONDUIT	LF	30.00	\$ 25.00	\$ 750.00
NEW PGE SERVICE ON EXTG PGE POLE	EA	1.00	\$ 1,000.00	\$ 1,000.00
LOCATION 5 - EB NE GLISAN (WOODLAND ES)	-	-	\$ -	\$ -
POST, HARDWARE	EA	1.00	\$ 579.26	\$ 579.26
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 3,956.06	\$ 3,956.06
LOCATION 6 - WB NE GLISAN (WOODLAND ES)	-	-	\$ -	\$ -
POST, HARDWARE	EA	1.00	\$ 579.26	\$ 579.26
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 3,956.06	\$ 3,956.06
LOCATION 7 - NB NE FAIRVIEW (FAIRVIEW ES)	-	-	\$ -	\$ -
POST, HARDWARE, FOOTING	EA	1.00	\$ 1,079.26	\$ 1,079.26
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 3,956.06	\$ 3,956.06
LOCATION 8 - SB NE FAIRVIEW (FAIRVIEW ES)	-	-	\$ -	\$ -
POST, HARDWARE, FOOTING	EA	1.00	\$ 1,079.26	\$ 1,079.26
DRIVER FEEDBACK SIGN + SOFTWARE	EA	1.00	\$ 3,956.06	\$ 3,956.06
<b>SUBTOTAL:</b>				<b>58,475.48</b>

CONTRACTOR OVERHEAD - ( 10% of BID ITEMS, NOT INCLUDING MOB., TP&DT, AND TRAFF CONTROL)	\$	5,200.00
CONSTRUCTION CONTINGENCY - ( 5% of BID ITEMS)	\$	3,000.00

**TOTAL PROJECT CONSTRUCTION ESTIMATE: \$ 66,675.48**

**Location**

No. 1 Reynolds Middle School  
 Northbound NE 201st, south of Halsey (Posted Speed 35)  
 Extg Post type: Wood  
 Extg Power: n/a  
 Access to power Option 1 New service. PGE pole 60ft away (same side of street)  
 Option 2 Solar  
**Recommendation New Beacons and Driver Feedback sign (Solar-Powered)**  
**New signs "When Flashing" and LED Driver Feedback "Your Speed"**  
*Right of way Sign is within public ROW*  
*Add new "When Flashing" sign*



**Location**

No. 2 Reynolds Middle School  
 Southbound NE 201st, south of Halsey (Posted Speed 35)  
 Extg Post type: Wood  
 Extg Power: n/a  
 Access to power Option 1 New service. PGE pole 100ft away (same side of street)  
 Option 2 Solar  
**Recommendation New Beacons and Driver Feedback sign (Solar-Powered)**  
**New signs "When Flashing" and LED Driver Feedback "Your Speed"**  
*Right of way Sign is within public ROW*  
*Add new "When Flashing" sign*



**Location**

No. 3 Reynolds Middle School  
 Eastbound NE Halsey, east of 201st (Posted Speed 35)  
 Extg Post type: Wood  
 Extg Power: n/a  
 Access to power Option 1 New service. PGE pole 10ft away (same side of street)  
 Option 2 Solar  
**Recommendation New Beacons and Driver Feedback sign (Solar-Powered)**  
**New signs "When Flashing" and LED Driver Feedback "Your Speed"**  
*Right of way Sign is within public ROW*  
*Add new "When Flashing" sign*



**Location**

No. 4 Reynolds Middle School  
 Westbound NE Halsey, east of 205th (Posted Speed 35)  
 Extg Post type: Wood  
 Extg Power: n/a  
 Access to power Option 1 New service. PGE pole 30ft away (same side of street)  
 Option 2 Solar  
**Recommendation New Beacons and Driver Feedback sign (Solar-Powered)**  
**New signs "When Flashing" and LED Driver Feedback "Your Speed"**  
*Right of way Sign is within public ROW*  
*Add new "When Flashing" sign*



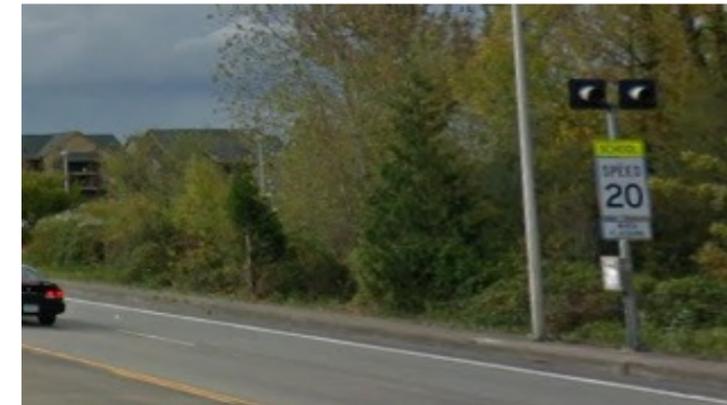
**Location**

No. 5 Woodland Elementary School  
 Eastbound NE Glisan, east of Fairview Pkwy (Posted Speed 40)  
 Extg Post type: Aluminum 4"  
 Extg Power: YES  
 Access to power Option 1 Move existing signs up and add driver feedback sign onto existing post  
 Option 2 Replace post with 18ft post and ensure proper strength and sign spacing  
**Recommendation New Post, new driver feedback sign, connect extg beacons & Feedback sign to extg power**  
 Right of way Sign and Power are within public ROW  
 Notes: Extg post not tall enough, nor rated properly, to fit driver feedback sign  
 Reuse "School" , "Speed 20" , and "When Flashing" signs



**Location**

No. 6 Woodland Elementary School  
 Westbound NE Glisan, east of Fairview Pkwy (Posted Speed 40)  
 Extg Post type: Aluminum 4"  
 Extg Power: YES  
 Access to power Option 1 Move existing signs up and add driver feedback sign onto existing post  
 Option 2 Replace post with 18ft post and ensure proper strength and sign spacing  
**Recommendation New Post, new driver feedback sign, connect extg beacons & Feedback sign to extg power**  
 Right of way Sign and Power are within public ROW  
 Notes: Extg post not tall enough, nor rated properly, to fit driver feedback sign  
 Reuse "School" , "Speed 20" , and "When Flashing" signs



**Location**

No. 7 Fairview Elementary School  
 Northbound NE Fairview Ave, south of I-84 (Posted Speed 35)  
 Extg Post type: Wood 4x6  
 Extg Power: YES  
 Access to power Option 1 Move existing signs up and add driver feedback sign onto existing post  
 Option 2 Replace post with 18ft post and ensure proper strength and sign spacing  
**Recommendation New Post, new driver feedback sign, connect extg beacons & Feedback sign to extg power**  
 Right of way Sign and Power are within public ROW  
 Notes: Extg post not tall enough, nor rated properly, to fit driver feedback sign  
 Reuse "School" and "Speed 20" signs  
 Add new "When Flashing" sign



**Location**

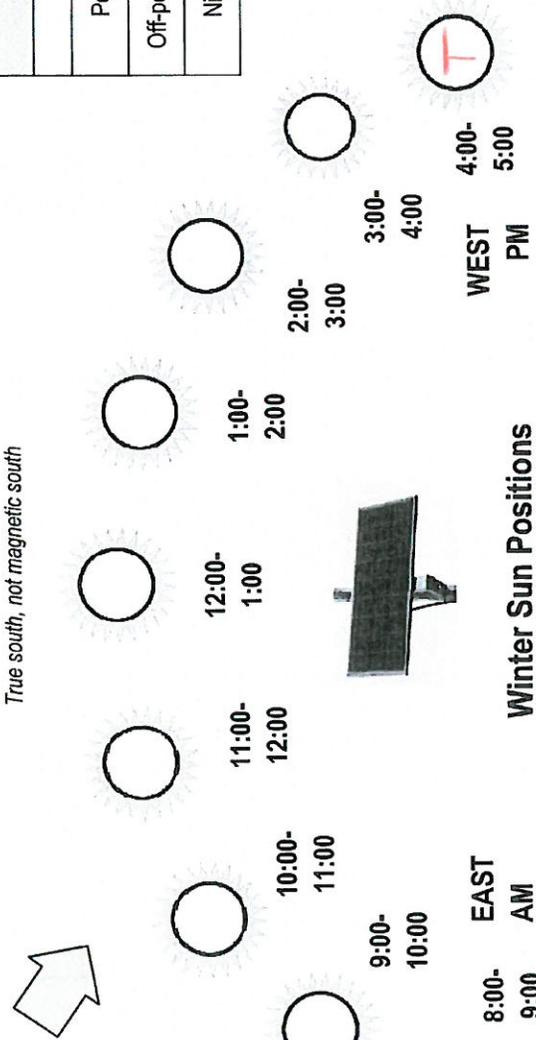
No. 8 Fairview Elementary School  
 Southbound NE Fairview Ave, south of I-84 (Posted Speed 35)  
 Extg Post type: Wood 4x6  
 Extg Power: YES  
 Access to power Option 1 Move existing signs up and add driver feedback sign onto existing post  
 Option 2 Replace post with 18ft post and ensure proper strength and sign spacing  
**Recommendation New Post, new driver feedback sign, connect extg beacons & Feedback sign to extg power**  
 Right of way Sign and Power are within public ROW  
 Notes: Extg post not tall enough, nor rated properly, to fit driver feedback sign  
 Reuse "School" and "Speed 20" signs  
 Add new "When Flashing" sign



Help us right-size your solar equipment to guarantee sufficient power at the site 247/365.

**Mark shading at location**  
 Write **T** on sun circles to show times of day **TREES** may shade location  
 Mark **B** to show times **BUILDINGS** may cast shadow on solar location

**SOUTH**  
 True south, not magnetic south



**Winter Sun Positions**

**Solar Panel Sizing Form**

Org Name: **Multnomah County**  
 City/State: **Portland, OR**  
 By: **Andy Kutansky**  
 Title: **Engineer**  
 Circle: **Written** By phone

Fax to 503-626-3417

Sign applications only	
Time	Traffic volume
Peak: 6am-3pm	<b>6100</b>
Off-peak: 3pm-7pm	<b>1300</b>
Night: 7pm-6am	<b>650</b>

✓	Main equipment
<input checked="" type="checkbox"/>	SpeedCheck™
<input type="checkbox"/>	AdvisorySpeed™
<input checked="" type="checkbox"/>	Flashing System
<input type="checkbox"/>	FlashAlert™
<input type="checkbox"/>	TrafficInfo™
<input type="checkbox"/>	Slow Down Alert
<input type="checkbox"/>	TravelTime™ Guide
<input type="checkbox"/>	TrafficFlow™ Guide
<input type="checkbox"/>	TollRate™ Guide
<input type="checkbox"/>	VariableSpeed™
<input type="checkbox"/>	VariableSpeed™ Matrix

Describe optional equipment requiring power at this location			
Options	No. or Type	# Hrs/Day	# Days/Wk
Radar	<b>1</b>	<b>24</b>	<b>7</b>
Cellular Modem			
Beacons	<b>2</b>	<b>10</b>	<b>5</b>
Strobe			
Camera			
Video			
Other			
Message sign			
# of guide sign panels			

Office use only	
Time	% This location
8-9	2%
9-10	7%
10-11	13%
11-12	18%
12-1	20%
1-2	18%
2-3	13%
3-4	7%
4-5	2%
<b>Total %</b>	

LOCATION #2  
 SB NE 2015E

# Solar Panel Sizing Form

Help us right-size your solar equipment to guarantee sufficient power at the site 24/7/365.

Fax to 503-626-3417

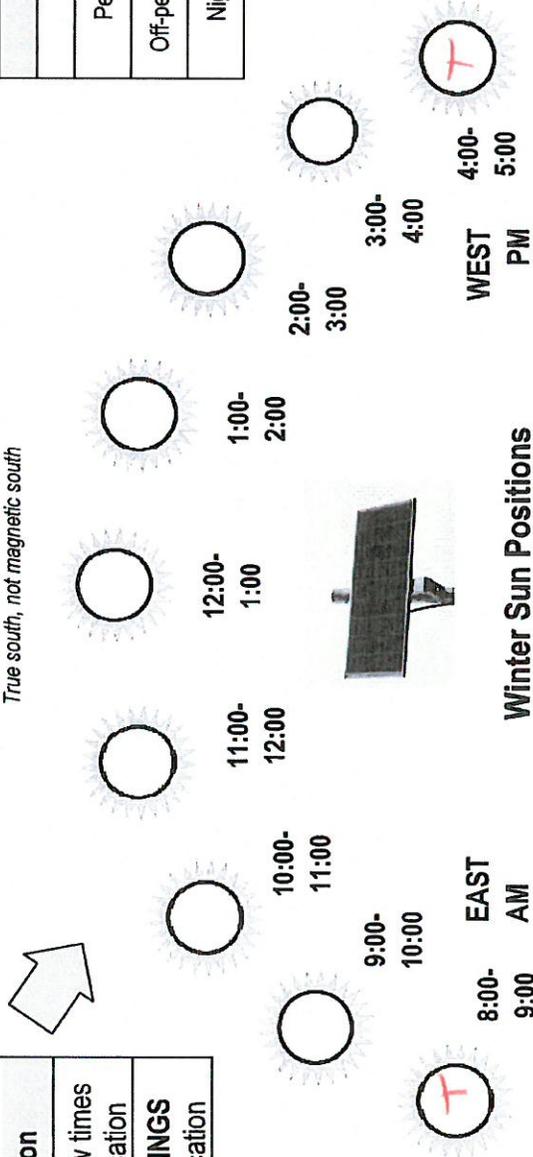
Org Name: **Multnomah County**  
 City/State: **Portland, OR**  
 By: **Andy Kutansky**  
 Title: **Engineer**

Circle: **Written** By phone

Mark shading at location
Write T on sun circles to show times of day TREES may shade location
Mark B to show times BUILDINGS may cast shadow on solar location

**SOUTH**

True south, not magnetic south



Sign applications only	
Time	Traffic volume
Peak: 6am-3pm	<b>6100</b>
Off-peak: 3pm-7pm	<b>1300</b>
Night: 7pm-6am	<b>650</b>

**Winter Sun Positions**

<input checked="" type="checkbox"/>	<b>Main equipment</b>
<input checked="" type="checkbox"/>	SpeedCheck™
<input type="checkbox"/>	AdvisorySpeed™
<input checked="" type="checkbox"/>	Flashing System
<input type="checkbox"/>	FlashAlert™
<input type="checkbox"/>	TrafficInfo™
<input type="checkbox"/>	Slow Down Alert
<input type="checkbox"/>	TravelTime™ Guide
<input type="checkbox"/>	TrafficFlow™ Guide
<input type="checkbox"/>	TollRate™ Guide
<input type="checkbox"/>	VariableSpeed™
<input type="checkbox"/>	VariableSpeed™ Matrix

Describe optional equipment requiring power at this location				
Options	No. or Type	# Hrs/Day	# Days/Wk	Watts
Radar	1	24	7	
Cellular Modem				
Beacons	2	10	5	
Strobe				
Camera				
Video				
Other				
Message sign				
# of guide sign panels				

Office use only	
Time	% This location
8-9	2%
9-10	7%
10-11	13%
11-12	18%
12-1	20%
1-2	18%
2-3	13%
3-4	7%
4-5	2%
<b>Total %</b>	

LOCATION # 3  
EG NE Halseth

# Solar Panel Sizing Form

Help us right-size your solar equipment to guarantee sufficient power at the site 24/7/365.

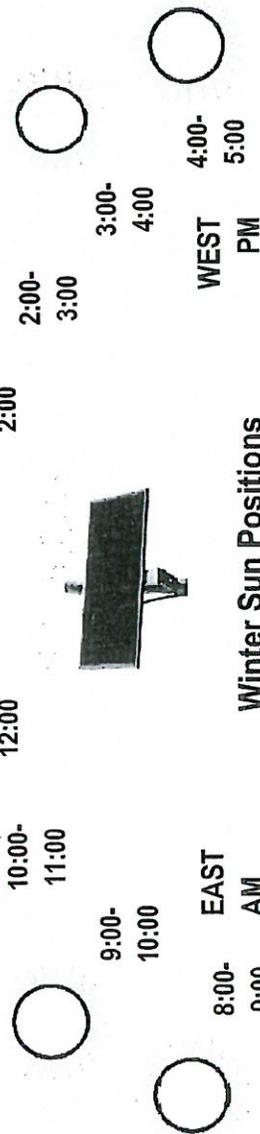
Fax to 503-626-3417

Org Name: **Multnomah County**  
City/State: **Portland, OR**  
By: **Andy Kutnasky**  
Title: **Engineer**  
Circle: **Written** By phone

Mark shading at location
Write <b>T</b> on sun circles to show times of day <b>TREES</b> may shade location
Mark <b>B</b> to show times <b>BUILDINGS</b> may cast shadow on solar location

**SOUTH**  
True south, not magnetic south

Sign applications only	
Time	Traffic volume
Peak: 6am-3pm	8250
Off-peak: 3pm-7pm	2300
Night: 7pm-6am	2500



Winter Sun Positions

✓	Main equipment
<input checked="" type="checkbox"/>	SpeedCheck™
<input type="checkbox"/>	AdvisorySpeed™
<input checked="" type="checkbox"/>	Flashing System
<input type="checkbox"/>	FlashAlert™
<input type="checkbox"/>	TrafficInfo™
<input type="checkbox"/>	Slow Down Alert
<input type="checkbox"/>	TravelTime™ Guide
<input type="checkbox"/>	TrafficFlow™ Guide
<input type="checkbox"/>	TollRate™ Guide
<input type="checkbox"/>	VariableSpeed™
<input type="checkbox"/>	VariableSpeed™ Matrix

Describe optional equipment requiring power at this location				
Options	No. or Type	# Hrs/Day	# Days/Wk	Watts
Radar	1	24	7	
Cellular Modem				
Beacons	2	10	5	
Strobe				
Camera				
Video				
Other				
Message sign				
# of guide sign panels				

Office use only	
Time	% This location
8-9	2%
9-10	7%
10-11	13%
11-12	18%
12-1	20%
1-2	18%
2-3	13%
3-4	7%
4-5	2%
Total %	

Help us right-size your solar equipment to guarantee sufficient power at the site 24/7/365.

Mark shading at location
Write <b>T</b> on sun circles to show times of day <b>TREES</b> may shade location
Mark <b>B</b> to show times <b>BUILDINGS</b> may cast shadow on solar location

SOUTH  
True south, not magnetic south

LOCATION #4  
WB NE Halsey  
**Solar Panel Sizing Form**

Fax to 503-626-3417

Org Name: Multnomah County  
City/State: Portland, OR  
By: Andy Kutansky  
Title: Engineer  
Circle: Written By phone

Sign applications only	
Time	Traffic volume
Peak: 6am-3pm	
Off-peak: 3pm-7pm	
Night: 7pm-6am	



V	Main equipment
X	SpeedCheck™
	AdvisorySpeed™
X	Flashing System
	FlashAlert™
	TrafficInfo™
	Slow Down Alert
	TravelTime™ Guide
	TrafficFlow™ Guide
	TollRate™ Guide
	VariableSpeed™
	VariableSpeed™ Matrix

Describe optional equipment requiring power at this location				
Options	No. or Type	# Hrs/Day	# Days/Wk	Watts
Radar	1	24	7	
Cellular Modem				
Beacons	2	10	5	
Strobe				
Camera				
Video				
Other				
Message sign				
# of guide sign panels				

Office use only	
Time	% This location
8-9	2%
9-10	7%
10-11	13%
11-12	18%
12-1	20%
1-2	18%
2-3	13%
3-4	7%
4-5	2%
Total %	

**FAIRVIEW CITY COUNCIL  
AGENDA ITEM TYPE: REPORT**



**Inter-Governmental Agreement for Fire and Emergency Services  
(Gresham, Troutdale, Fairview, & Wood Village)**

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Meeting Date: April 1, 2015

Agenda Item Number: Work Session Item #4

Staff Member: Samantha Nelson

Department: Administration

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**REQUESTED COUNCIL ACTION**

Review and provide support for proposed IGA for Fire and Emergency Services.

**PUBLIC PURPOSE & COMMUNITY OUTCOME**

A 4-Cities IGA for fire services promotes cooperation and collaboration by facilitating the pooling of resources with neighboring jurisdictions to provide high-quality fire and emergency services, as well as fire safety and prevention, to the citizens of Fairview, Wood Village, Troutdale, and Gresham. The depth of resources available to the jurisdictions through this collaboration, allows for high quality lifesaving and fire response protection.

**ATTACHMENTS**

- A. Gresham Proposal for Fire and Emergency Services
- B. 3 Cities Fire Negotiating Team Update Report, February 2015
- C. 3 Cities Fire Negotiating Team Contract Proposal Outline, February 2015

**BACKGROUND**

Alternatives to Gresham providing services to Fairview, Troutdale, and Wood Village (hereafter called the "Three Cities") were evaluated, and summary notes are provided in Exhibit B. The Three Cities engages Portland State University in a study of fire services to inform the pending negotiations with Gresham. Key findings from the Three Cities Fire and Emergency Project are summarized later in this staff report. Subsequently, the Three Cities proceeded to develop a successor agreement to the expiring IGA with Gresham for Fire Services. For more than the past six months the Three Cities Fire Negotiation Team that includes both elected representatives and City Managers/Administrators from each city have been working on a new agreement. Proposals have been exchanged with Gresham and a technical team was established to analyze the financial calculations. Negotiation progress paused between the November 2014 election and January 2015 as the elected representatives on the team required changes. A chronology of principles and proposed terms of negotiations are attached in Exhibit C.

During the initial negotiations Gresham staff represented that their residents are paying the equivalent of \$1.93 per \$1,000 TAV if overhead and other costs not distributed to the Three Cities are factored in. The residents of Fairview currently pay the equivalent of \$1.32 per \$1,000 TAV. While the 32% cost differential is difficult to defend to Gresham's residents and their City Council,

our lower expenses also come at the cost of slower response times to outlying areas of Fairview and Troutdale (see Key Findings #6 below). Gresham initially proposed an equalized rate across all jurisdictions that would have resulted in a cost of about \$1.80 per \$1,000 TAV. Subsequent negotiation resulted in Gresham reducing their basis to \$1.74 per \$1,000 TAV.

In 2005-06 FY, the first year of the expiring IGA, the City paid \$526,000 or \$1.20 per \$1,000 TAV. In FY 2014-15 (year 10), the City paid \$837,683 or \$1.32 per \$1,000 TAV- a 10% increase in the TAV rate, costing the City of Fairview \$311,683 more per year than in 2005-06. During this period, the TAV of property protected by the Fire Service in Fairview increased 44%, from \$441,358,940 to \$634,983,720. The expiring IGA has a 4% annual increase for its final 5 years. Gresham represents their costs have increased at a rate of 4.33% for the same time period.

### **Proposals:**

A prior Gresham proposal would increase the costs stepwise over the first two years. The first year, 2015-16, at a rate of \$1.44 per \$1,000 TAV followed by a rate of \$1.61 per \$1,000 TAV for 2016-17.

The Three Cities recently countered with a proposed rate of \$1.56 per \$1,000 TAV for year 2. Unfortunately, none of these offers and counter-offers would save Fairview money compared to the existing contract; however, Gresham has made it clear that the previous contract terms were not sustainable and would not be considered for extension.

Gresham's current proposal retains the increase of costs stepwise over the first two years, where Fairview would pay a 2015-16 rate of \$1.44 per \$1,000 TAV totaling \$914,377- an increase of \$76,198- about 9.1% over the 2014-15 payment. Gresham has accepted the Three Cities counter proposal for the lowered second year rate of \$1.56 per \$1,000 TAV for 2016-17 totaling an estimated \$1,020,292 for the City of Fairview.

The current Gresham proposed IGA redline text is attached as Exhibit A.

After 2016-17, Gresham proposes that the Three Cities' annual rate would be adjusted based on the prior year contract dollar amount, rather than a rate per \$1,000 of TAV. A key driver would be labor agreements, so further cost increases are highly likely. That would also be likely if some agency other than Gresham provided Fairview Fire and Emergency services. The proposed cost escalation formula includes an average of CPI and labor cost increases, with a bracket of 2.5% to 4.5% increases over the preceding year.

The Gresham proposal retains the individual Cities' two year opt out termination provision, while adding a provision allowing Gresham to initiate good faith negotiations of the agreement terms with the remaining Cities.

Based on the current Gresham proposal, only the Year One (1) cost is certain at a rate of \$1.44 per \$1,000 TAV. The following tables *estimate* Fairview costs over the 10 year term.

YR	FY	Proposed Annual Cost	Increase
1	FY 2015-16	\$ 914,377	\$ 76,198

Year 2 is based upon next year’s TAV. IF Fairview’s TAV grows 3%, then FY 2014-15 TAV of \$634,983,720 times 103%, equals an estimated \$654,033,232 TAV for FY 2015-16. The estimated \$654,033,232 TAV at the rate of \$1.56 per \$1,000 TAV results in a contract cost for the second year of \$1,020,292.

YR	FY	Estimated Annual Cost	Increase
2	FY 2016-17	\$ 1,020,292	\$ 105,915

For years 3 through 10, with the bracket of 2.5% to 4.5% increase over the preceding year.

YR	FY	Estimated Annual Cost @ 2.5%	Estimated Increase @ 2.5% Minimum	Estimated Annual Cost at 4.5%	Estimated Increase @ 4.5% Minimum
3	FY 2017-18	\$ 1,045,799	\$ 25,507	\$ 1,066,205	\$ 45,913
4	FY 2018-19	\$ 1,071,944	\$ 26,145	\$ 1,114,184	\$ 47,979
5	FY 2019-20	\$ 1,098,743	\$ 26,799	\$ 1,164,323	\$ 50,138
6	FY 2020-21	\$ 1,126,212	\$ 27,469	\$ 1,216,717	\$ 52,395
7	FY 2021-22	\$ 1,154,367	\$ 28,155	\$ 1,271,469	\$ 54,752
8	FY 2022-23	\$ 1,183,226	\$ 28,859	\$ 1,328,686	\$ 57,216
9	FY 2023-24	\$ 1,212,807	\$ 29,581	\$ 1,388,476	\$ 59,791
10	FY 2024-25	\$ 1,243,127	\$ 30,320	\$ 1,450,958	\$ 62,481

Performances reporting, as noted below in Key Finding #8, are generally agreed upon.

From the Three Cities Fire and Emergency Services Project dated February 6, 2014, prepared by: The Center for Public Service of Portland State University’s Mark O. Hatfield School of Government.

Key findings from the Executive Summary:

*Key Findings #1: Contrary to popular perception, emergency medical services (EMS) are the primary product purchased by the Three Cities and their residents. Gresham FES responds to about 5 “medical” calls for service per day and fewer than 2 calls per day initially labeled as “fire” calls. Within the “fire” category, an actual “structural fire” is far less common, occurring about once every 25 days.*

Key Finding #2: *The current fire and EMS provider system meets high professional standards; however, the Gresham Fire and Emergency Services (FES) system, like many systems, is designed and weighted to be more responsive to potential structural fires, than to actual medical emergencies.*

Key Finding #3: *Among comparable medium-large, professionally staffed, suburban fire/EMS systems and districts, Gresham FES is a low-cost provider. Both in terms of cost per resident, and of cost per \$1,000 property value, GFES has lower costs than Salem, Medford, Hillsboro, and Tualatin Valley Fire & Rescue (eastern and central Washington County).*

Key Finding #4: *Under the current IGA, Three Cities' residents are receiving fire and EMS services for about 20 to 30 percent less than Gresham and RFD #10 residents.*

Key Finding #5: *While the Three Cities residents are paying less for fire and EM services, their overall demands on the system relative to their Gresham counterparts are marginally less (about 88 Three Cities calls per 1,000 residents vs. 93 Gresham calls per 1,000 residents).*

Key Finding #6: *Based on call response times, 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.*

Key Finding #7: *The location of the Gresham FES stations and "overlapping" calls stretch system reliability and response times.*

Key Finding #8: *The current IGA between the Three Cities and Gresham does not include a requirement for reporting service quality, performance, productivity, and accomplishment metrics. In reaching an agreement with any provider, best practices suggest that the Three Cities should include contract provisions to require the preparation of standards of cover document, maintenance of a performance analysis and reporting system, and the routine delivery of performance reports.*

Key Finding #9: *In addition to re-negotiating a new contract with Gresham FES, there are several service delivery options that the Three Cities could pursue for the future provision of fire and EM services. Several of these options could result in equivalent or even better service levels, though at potentially higher costs.*

Key Finding #10: *Most options, especially those involving the Three Cities only, require new capital costs and present significant operational challenges.*

While there may be a desire to explore alternative service delivery models, staff recommends first renewing the IGA to ensure that appropriate Fire and Emergency Services are in place for July 1, 2015. Should the Council desire to explore alternatives, a more deliberative and regionally collaborative process with adequate time could and should then be considered.

## **ALTERNATIVES**

1. Approved proposed contract for Fire and Emergency Services as attached in Exhibit A.
2. Not approve contract as proposed and direct staff and Council representative to pursue revised terms.

## **BUDGET/FISCAL IMPACTS**

### **Current Year Budget Impacts:**

No

### **Future Fiscal Impacts:**

Yes. Year 1= 9% increase over current year

Year 2=8.3% increase over year 1

Year 3-10 = 2.5%-4.5% annual increase over prior year based on calculated formula

### **Staff Work Load Impacts:**

None

## **PUBLIC INVOLVEMENT**

None

## **NEXT STEPS**

If Council supports the contract as proposed, a formal resolution will be presented for Council vote at the April 15, 2015 Regular City Council Meeting.

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## **FROM**

Samantha Nelson, City Administrator

## **FOR MORE INFORMATION**

Staff Contact: Samantha Nelson, City Administrator

Telephone: 503-674-6221

Staff E-Mail: [nelsons@ci.fairview.or.us](mailto:nelsons@ci.fairview.or.us)

Website: [www.fairvieworegon.gov](http://www.fairvieworegon.gov)

**ATTACHMENT A**  
**INTERGOVERNMENTAL AGREEMENT FOR FIRE**  
**AND EMERGENCY SERVICES**

This Intergovernmental Agreement (Agreement) is by and between the City of Gresham (Gresham) and the City of Troutdale (Troutdale), the City of Fairview (Fairview) and the City of Wood Village (Wood Village) (collectively "Three Cities").

WHEREAS, Gresham and the Three Cities, under the authority of ORS Chapter 190, desire to enter into this Agreement for the provision of fire and emergency services to the territory within the city limits of the Three Cities.

WHEREAS, Gresham desires to enter into an agreement with the Three Cities to provide fire and emergency services to the Three Cities and their inhabitants through its Fire and Emergency Services Department (GFES); and

WHEREAS, Gresham through its GFES has the resources to provide quality and professional fire and emergency services to the Three Cities; and

WHEREAS, Gresham and the Three Cities have an established and successful twenty year contract relationship for FEMS and desire to continue and build upon the existing partnership; and

WHEREAS, the parties agree that sharing resources to void unnecessary duplication of staff, equipment, and training will promote efficiency and effectiveness in local government administration and service delivery; and

WHEREAS, Gresham through its GFES will provide fire and emergency services in accord with this Agreement and the Three Cities will provide payment to Gresham for the agreed upon cost of providing fire and emergency services.

**NOW, THEREFORE, the parties agree as follows:**

1. This Agreement shall be effective at 12:01 A.M July 1, 2015. This Agreement shall remain in effect until 11:59 P.M. June 30, 2025 unless earlier terminated in accordance with the paragraph 13 or modified in accordance with paragraph 14.
2. Gresham shall provide fire suppression, fire prevention, emergency medical services and specialty rescue and response services to the Three Cities. The level of service to be provided shall be the same level as that provided to the Three Cities as of the effective date of this Agreement.
3. Services Provided:
  - a. Fire suppression and emergency medical services.
    - i. Gresham will maintain continuous (twenty-four (24) hours per day, seven (7) days per week) fire suppression and emergency medical service at the level provided at the signing of this Agreement.
    - ii. Mutual aid and automatic aid agreements with fire suppression providers

that are contiguous with the Three Cities.

- b. Specialty rescue and response services may include:
  - i. Regional Hazardous Materials Team for chemical spills and biological incidents at fixed sites, such as manufacturing facilities, and transportation accidents, including interstate and rail.
  - ii. Water Rescue.
  - iii. Technical Rescue Team to include confined space for industrial users and high angle rope rescue.
  - iv. Urban Search and Rescue (USAR) for structural collapse.
  - v. CBRNE (Chemical, Biological, Radiological, Nuclear, and Explosive) response, including Mass Casualty.
  
- c. Fire Prevention Services may include:
  - i. Review of building and construction plans for compliance with applicable fire codes and ordinances within the Three Cities.
  - ii. Fire investigation within the Three Cities.
  - iii. Review of Fire Codes and ordinances for adoption by the Three Cities.
  - iv. Fire prevention and education programs, which may include civic groups, presentations at schools, and other community events. These programs shall be consistent with other outreach efforts in Gresham.

4. The Three Cities agree to adopt the same Fire Code, with amendments, that is adopted by Gresham. Gresham shall provide notice to the Three Cities of each amendment to its Fire Code. Each of the Three Cities individually grant Gresham the authority to enforce that Fire Code in the Three Cities. Gresham accepts this authority and agrees to enforce that Fire Code within the Three Cities.

#### 5. Reporting

- a. GFES shall submit separate monthly management reports to each of the Three Cities in accordance with the template in Appendix A.
  
- b. Management reports shall include the following:
  - i. Response times, including any unusual circumstances that may have caused a variant in response
  - ii. Number of calls, broken out by type
  - iii. Program-level property loss and death statistics
  - iv. Information regarding significant events
  
- c. Upon request, GFES will be available to review any items identified in these reports with the Three Cities.

#### 6. Performance

- a. GFES shall immediately notify the Three Cities of any major system failure or maintenance which affects service to the Three Cities.

- b. Upon request, GFES shall provide large scale and significant event debriefs.
- c. Complaints received by the Three Cities about GFES services, will be referred directly to the GFES Fire Chief. Any resolution or correspondence concerning that referred call shall be provided back to the originating City, with a summary provided to the User Board specified in this Agreement.

7. Gresham shall provide for all facilities maintenance, vehicle maintenance, equipment maintenance and replacement, and the attendant risk management, personnel management, and management support necessary to perform the services required under this Agreement.

8. The existing user board shall continue under this Agreement. The user board shall be comprised of no more than nine (9) members comprised of two (2) representatives appointed by Troutdale, two (2) representatives appointed by Fairview, two (2) representatives appointed by Wood Village, and three (3) representatives appointed by Gresham. Gresham and the Three Cities shall continue to work cooperatively on the role and responsibilities of the user board. No staffing, equipment or service provision changes shall be made to the primary response stations to the Three Cities without first discussing the proposed changes with the User Board. Gresham shall retain the sole ability to make any such decision and implement such changes.

- a. In addition to monthly reports in accordance with Appendix A, Gresham shall make an annual presentation in the first calendar quarter of each year to the City Council of each of the Three Cities summarizing the prior calendar year monthly management reports, and progress on system performance and productivity improvements.
- b. A standards of service document shall be prepared identifying the response methods and equipment employed by GFES. The standards shall be provided to the Three Cities, and the annual report shall include any proposed or implemented changes to the standards.

9. Subject to the prior review and recommendation by the user board that is described in paragraph 8, Gresham reserves the right to locate personnel, facilities and apparatus to provide effective, cost effective service to its total regional service area.

10. Troutdale, Fairview and Wood Village shall individually and independently pay Gresham the following sums as compensation for fire services:

- a. For Fiscal Year 2015/2016, the fee for service shall be:

	<b>2015/2016</b>
Wood Village	\$ 371,013
Fairview	\$ 914,377
Troutdale	\$1,856,715

- b. For Fiscal Year 2016/2017 the amount owed shall be calculated for each jurisdiction based on \$1.56 per \$1,000 Total Assessed Value (to be calculated using the assessed

values announced in the fall of 2015).

- c. For Fiscal Year 2017/2018 and for each fiscal year thereafter, the fee for service will be established by increasing each jurisdiction's prior year's number by a rate calculated by the following formula:
- i. 
$$\text{CPI} + \left( \frac{\text{Most Recent Completed Year's Actual Fire and Emergency Services Employee Cost} / \text{Most Recent Completed Year's Actual FTE Count} - \text{2 Years ago Actual Fire and Emergency Services Employee Costs} / \text{2 Years ago Actual FTE Count}}{\text{Two Year's Ago Actual Fire and Emergency Services Employee Cost} / \text{Two Years ago Actual FTE Count}} \right) = \text{\% change of average FTE Cost} / 2$$

Example: 
$$\text{CPI} + \left( \frac{\text{FY 2016/17 Actual Fire and Emergency Services Employee Costs} / \text{FY 2016/17 Actual FTE} - \text{FY 2015/16 Actual Fire and Emergency Services Employee Costs} / \text{FY 2015/16 Actual FTE}}{\text{FY 2015/16 Actual Fire and Emergency Services Employee Costs} / \text{FY 2015/16 Actual FTE}} \right) = \text{\% change of average FTE Cost} / 2$$
  - ii. Fire and emergency services average employee cost shall include all employee costs from the most recently completed fiscal year. These costs shall include all pay types including but not limited to: salaries, overtime, certificate pay, and premium pay and all benefit types including but not limited to: Health & Dental Insurance, PERS, pension bonds, VEBA, and workers' compensation.
  - iii. The Consumer Price Index used shall be: Consumer Price Index – All Urban Consumers. Series Id: CUUSA425SAO. Not seasonally adjusted. Portland-Salem, OR-WA. All Items. Half 2 (December, Prior Year) to Half 2 (December, Current Year).
  - iv. The annual escalation factor shall not be less than 2.5% or more than 4.5%.
  - v. By approximately January 15th of each year Gresham shall notify the Three Cities in writing of the estimate for the fee for services for the coming July 1<sup>st</sup> FY, illustrating the formula components, calculation and resulting fees.

11. Troutdale, Fairview and Wood Village shall also be individually and independently responsible for the cost of Fire Dispatch services pursuant to the Intergovernmental Agreement with the City of Portland Bureau of Emergency Communications. Each of the Three Cities shall provide GFES with written confirmation that it has paid for Fire Dispatch services.

12. The Three Cities annual financial obligations to Gresham, set out above, shall be paid quarterly in arrears upon invoice by Gresham in four equal installments, with the payments being made on or before October 1st, January 1st, April 1st and June 30th of each year.

13. This Agreement may be terminated by Gresham or by Troutdale, Fairview or Wood Village, in accordance with the following:

- a. Gresham may terminate this Agreement if Troutdale, Fairview or Wood Village is in default and Gresham notifies the defaulting party in writing that it intends to terminate the Agreement on a date specified by Gresham if the default is not cured within ten days of the date the notice is received. If this Agreement is terminated by Gresham due to default by one of the Three Cities, the Agreement between Gresham and the remaining non-defaulting cities shall continue in full force and effect.
- b. Troutdale, Fairview or Wood Village may terminate this Agreement if Gresham is in default and Troutdale, Fairview or Wood Village notifies Gresham and the other two cities that it intends to terminate the Agreement on a date specified by the terminating party (Initial Termination Notice) if the default is not cured within ten days of the date the Initial Termination Notice is received. If this Agreement is terminated due to Gresham's default, the Agreement between Gresham and the two cities that did not issue the Initial Termination Notice shall continue in full force and effect unless one or both of the other cities notify Gresham within five (5) days of the receipt of the Initial Termination Notice that they are also terminating the Agreement due to Gresham's default (Secondary Termination Notice). The Secondary Termination Notice shall cause the Agreement to be terminated as between Gresham and the other city that provided the Secondary Termination Notice if the default is not cured.
- c. Default occurs if one party fails to provide services or compensation required under this Agreement or otherwise fails to comply with the terms and conditions of this Agreement. A party may cure its default if it provides the services or complies with the applicable provision within the applicable ten (10) or five (5) day notice period.
- d. Troutdale, Fairview or Wood Village may terminate this Agreement upon providing Gresham and the other two cities written notice of its intent to terminate the Agreement at least two years prior to the termination date (Two- year Opt Out Notice). If a Two-Year Opt Out Notice is issued, the Agreement between Gresham and the two cities that did not issue the Two-Year Opt Out Notice shall continue in full force and effect unless one or both of the other cities notify Gresham within thirty (30) days of the receipt of the Two-Year Opt Out Notice that they are also terminating the Agreement at the end of the two-year notice period (Secondary Opt Out Notice). The Secondary Opt Out Notice shall cause the Agreement to be terminated as between Gresham and the other city that provided the Secondary Opt Out Notice, effective the same date provided in the Two-Year Opt Out Notice.
- e. Upon receipt of any notice of termination pursuant to paragraph 13(b) or 13(d), Gresham may notify the cities that did not issue such notice that it is requesting a review of the terms of this Agreement. The parties will thereafter engage in good

faith negotiations. Any modification to the terms of this Agreement pursuant to such review shall be in writing and subject to approval by each of the parties to the modification. If, following good faith negotiations, the parties are unable to reach an agreement regarding modifications to the Agreement, any party may elect to terminate its participation in the Agreement by providing written notice to all the other parties at least one hundred and eighty (180) days prior to the termination date in the case of termination pursuant to paragraph 13(d). For termination pursuant to paragraph 13(b), written notice of termination shall be at least ten (10) days prior to the termination date. The termination date may be changed if mutually agreed to by all of the parties to this Agreement.

14. After June 30, 2020, Gresham may notify the Three Cities in writing that it is requesting a review of the terms of this Agreement. The Three Cities shall grant Gresham's request to review the terms of this Agreement only if there are extraordinary and unforeseeable events that are outside Gresham's control that result in a nine and one-half percent (9.5%) or higher increase from the preceding fiscal year, not recognized in the escalation formula provided in this Agreement, in current expenditures (excluding capital outlay and debt service) that Gresham incurs to provide fire services excluding hazmat services. The increase in expenditures must be the direct result of an unfunded mandate from another jurisdiction that Gresham must comply with, such as a change in the laws that are adopted by the Oregon Legislature, United States Congress, or a state or federal agency, or a ruling from an arbitrator as a result of mandatory binding arbitration.

- a. Any modification to the terms of this Agreement, following a review as provided above, shall be in writing and approved by the authorized signature of each of the parties, which shall review and approve the modified agreement individually.
- b. If, following good faith negotiations, the parties are unable to reach an agreement regarding modifications to this Agreement, any one of the parties may elect to opt out of the negotiations and terminate its participation in this Agreement by providing written notice to all the other parties one hundred and eighty (180) days prior to the termination date. The remaining parties may continue to negotiate or may elect to opt out of this Agreement. If a remaining party elects to opt out of the negotiations and terminate its participation in this Agreement the remaining party must provide the other parties with written notice of its intent to opt out of this Agreement within one hundred and eighty (180) days.

15. This Agreement, including Appendix A, Monthly Service Activity Report, contains the entire written agreement between the parties and replaces all prior and contemporaneous written agreements between any of the parties pertaining to fire suppression, fire prevention, emergency medical services and hazardous emergency response services.

16. Subject to Oregon law, Gresham agrees to indemnify, defend and hold harmless the Three Cities from liability to third parties for its performance under the terms of this Agreement.

17. Gresham and the Three Cities agree that all claims, controversies or disputes which arise

out of this Agreement shall be resolved by first participating in mediation, and if mediation is not successful, then by binding arbitration. The arbitrator shall be mutually selected by the parties. If the parties are unable to agree on the arbitrator, the parties shall request a list of arbitrators from Multnomah County Circuit Court and the arbitrator will be selected by striking an arbitrator from the list, alternating back and forth between the parties. Any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

18. If a legal action, including binding mandatory arbitration, is instituted to enforce the terms of this Agreement, the prevailing party is entitled to such sums as the arbitrator or court deems reasonable for attorney fees, and to all costs and disbursements incurred.

*Signature Page Follows*

**TROUTDALE:**

This \_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Doug Daoust, Mayor

\_\_\_\_\_  
Craig Ward, City Manager

**WOOD VILLAGE:**

This \_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Patricia Smith, Mayor

\_\_\_\_\_  
William Peterson, City Administrator

APPROVED AS TO FORM:

\_\_\_\_\_  
Ed Trompke, Troutdale City Attorney

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff Condit, Wood Village City Attorney

**GRESHAM:**

This \_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Shane T. Bemis, Mayor

\_\_\_\_\_  
Erik V. Kvarsten, City Manager

**FAIRVIEW:**

This \_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Ted Tosterud, Mayor

\_\_\_\_\_  
Samantha Nelson, City Administrator

APPROVED AS TO FORM:

\_\_\_\_\_  
David R. Ris, Gresham City Attorney

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather Martin, Fairview City Attorney



# Service Activity Report

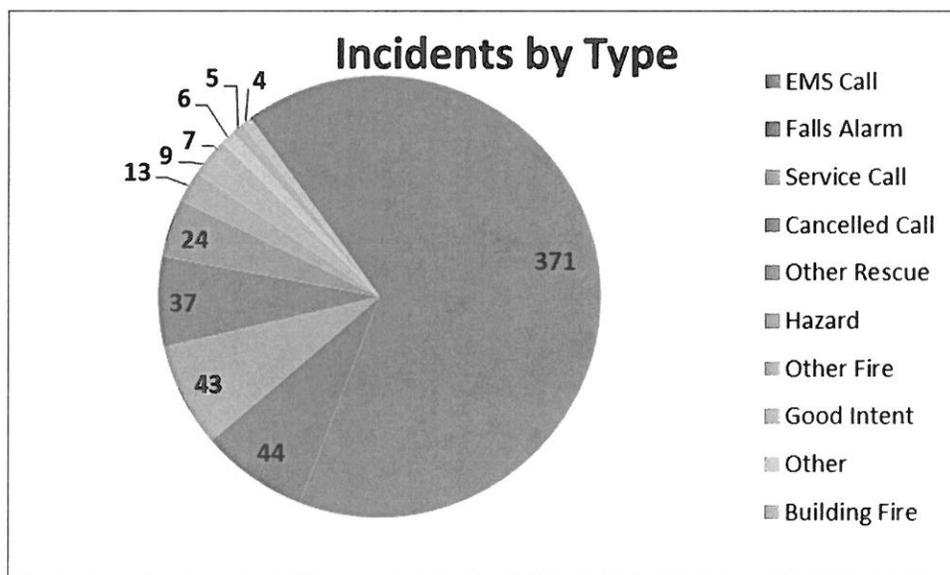
City of \_\_\_\_\_

For the Period July – December 2014

# Table of Contents

Page 3	Incidents by Incident Type Code
Page 5	Incidents by Day of the Week
Page 5	Incidents by Hour of the Day
Page 6	Response Time Analysis
Page 7	Engine 75 Response Times
Page 8	Dollar Value of Fire Losses
Page 9	Incident List
Page 10	Analysis and Discussion

## Summary of Incidents by Incident Type for the period July – December 2014

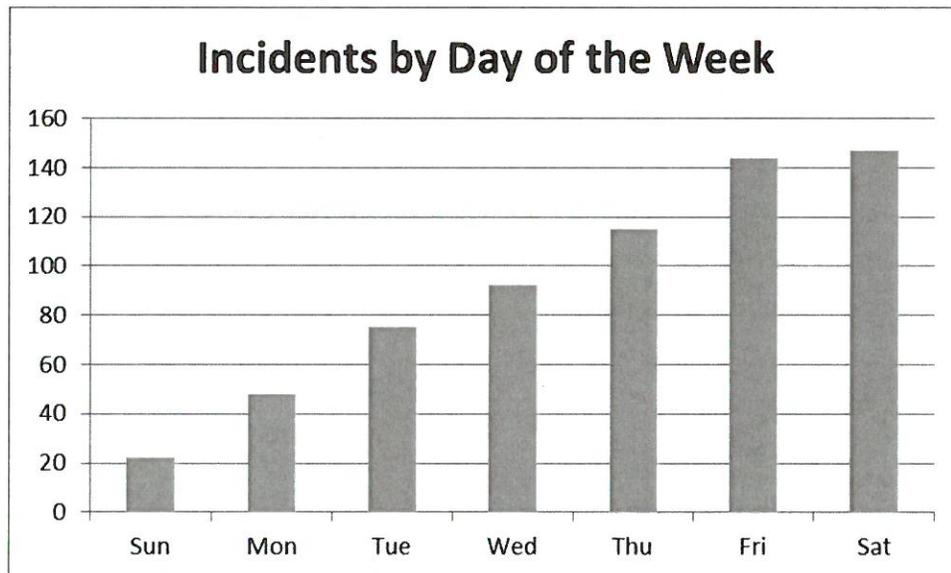


**Summary of Incidents by Incident Type for the period July – December 2014**

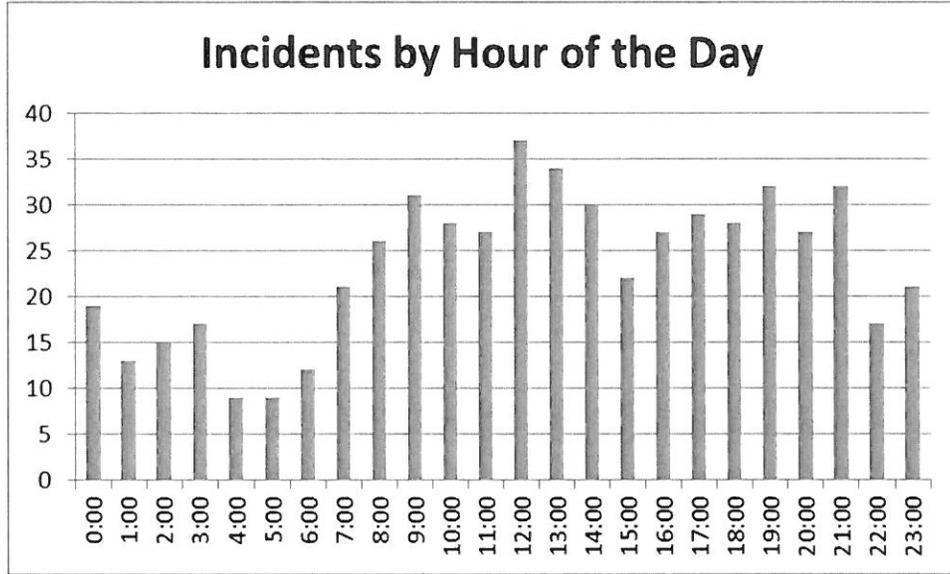
Type	Description	Count
	Not Type-coded	4
111	Building fire	5
131	Passenger vehicle fire	1
132	Road freight or transport vehicle fire	2
135	Aircraft fire	1
1401	Bark Dust Fire	5
142	Brush or brush-and-grass mixture fire	1
143	Grass fire	2
150	Outside rubbish fire, Other	1
300	Rescue, EMS incident, other	138
311	Medical assist, assist EMS crew	9
321	EMS call, excluding vehicle accident with injury	224
322	Motor vehicle accident with injuries	6
323	Motor vehicle/pedestrian accident (MV Ped)	5
324	Motor Vehicle Accident with no injuries	8
331	Lock-in (if lock out , use 511 )	3
361	Swimming/recreational water areas rescue	2
400	Hazardous condition, Other	5
411	Gasoline or other flammable liquid spill	1
412	Gas leak (natural gas or LPG)	3
444	Power line down	2
462	Aircraft standby	2
500	Service Call, other	6
510	Person in distress, Other	4
511	Lock-out	2
520	Water problem, Other	1
531	Smoke or odor removal	7
550	Public service assistance, Other	8
551	Assist police or other governmental agency	2
553	Public service	3
554	Assist invalid	4

561	Unauthorized burning	6
600	Good intent call, Other	7
611	Dispatched & cancelled en route	20
6111	EMS: Cancelled	9
6112	Non-EMS: Cancelled	1
622	No Incident found on arrival at dispatch address	3
631	Authorized controlled burning	2
671	HazMat release investigation w/no HazMat	2
700	False alarm or false call, Other	12
710	Malicious, mischievous false call, Other	1
730	System malfunction, Other	7
733	Smoke detector activation due to malfunction	5
740	Unintentional transmission of alarm, Other	6
743	Smoke detector activation, no fire - unintentional	2
744	Detector activation, no fire - unintentional	5
745	Alarm system activation, no fire - unintentional	6
900	Special type of incident, Other	2
	All Incidents	563

**Incident Count by Day of the Week, for the period July – December 2014**

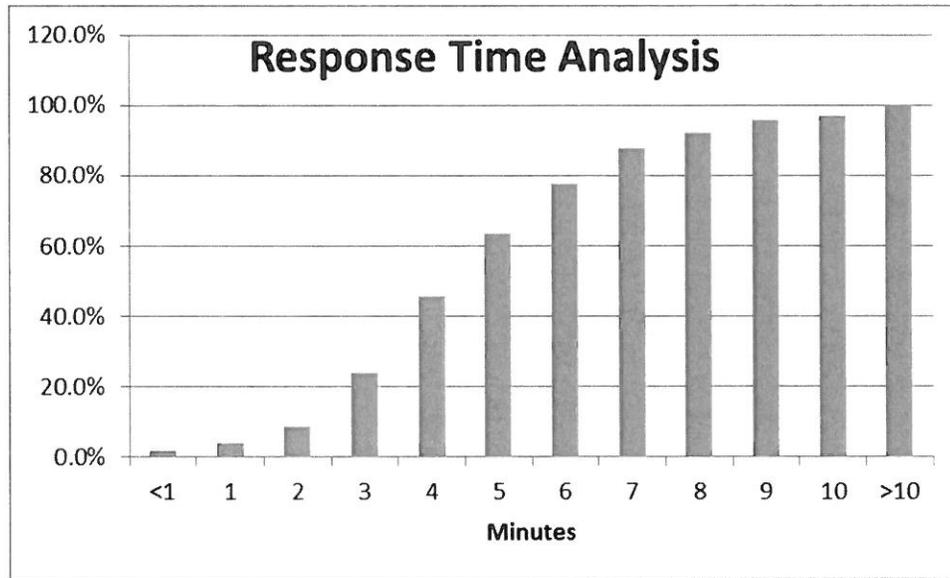


**Incident Count by Hour of the Day, for the period July – December 2014**



**Response Time Analysis for the period July – December 2014**

- Chart displays cumulative percentage of responses within the displayed time, in minutes.



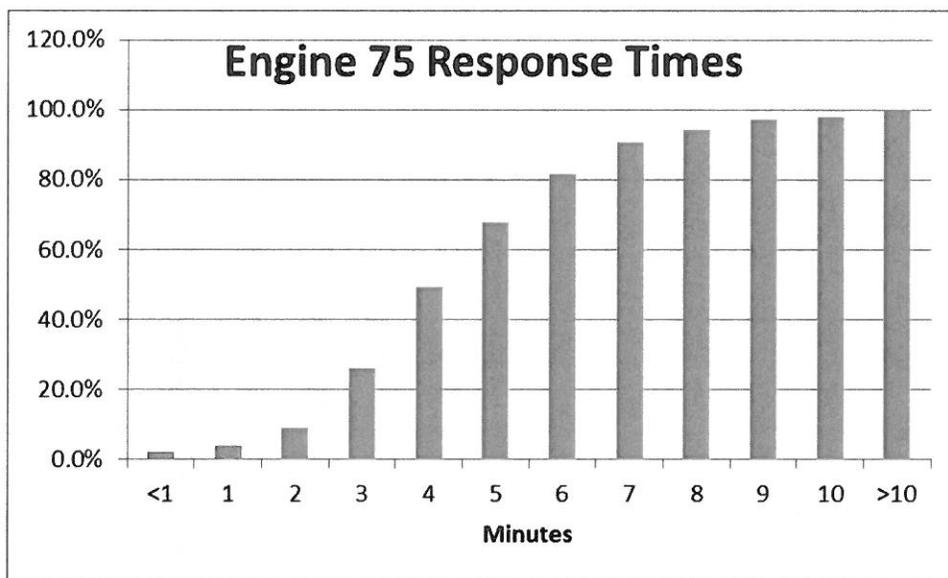
**Response Time Table for the period July – December 2014**

Minutes	Count	Cumulative %
---------	-------	--------------

<1	10	1.8%
1	10	3.7%
2	27	8.7%
3	82	23.8%
4	118	45.5%
5	98	63.5%
6	77	77.7%
7	55	87.8%
8	24	92.3%
9	19	95.8%
10	6	96.9%
>10	17	100.0%
Total	543	

**Engine 75 Response Time Analysis for the period July – December 2014**

- Chart displays cumulative percentage of responses within the displayed time, in minutes.



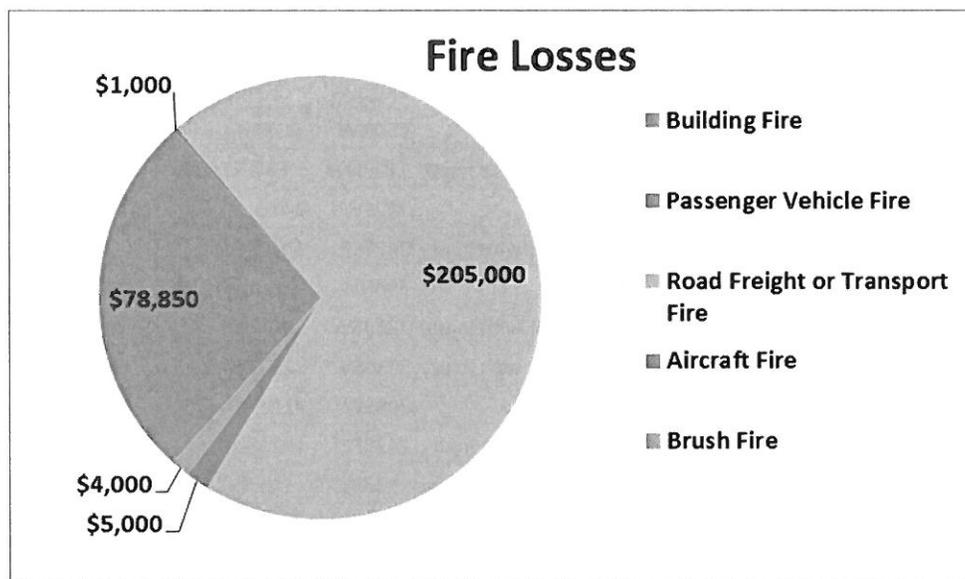
**Engine 75 Response Time Table for the period July – December 2014**

Minutes	Count	Cumulative %
<1	10	2.1%
1	9	4.0%

2	24	9.0%
3	82	26.1%
4	111	49.3%
5	88	67.6%
6	67	81.6%
7	43	90.6%
8	18	94.4%
9	13	97.1%
10	4	97.9%
>10	10	100.0%
Total	479	

**Fire Losses for the period July – December 2014**

- Value of losses are estimated by the Fire Officer on-scene, and therefore may vary substantially from the actual value of property lost.



**Dollar Value of Property Lost and Saved for the Period July – December 2014**

Incident Type	Lost	Saved	Total Value
Building Fire	\$ 78,850	\$ 1,656,350	\$ 1,735,200
Passenger Vehicle Fire	\$ 1,000	\$ 1,000	\$ 2,000
Road Freight or Transport Fire	\$ 205,000	\$ 116,000	\$ 321,000

<b>Aircraft Fire</b>	<b>\$ 5,000</b>	<b>\$ 22,000</b>	<b>\$ 27,000</b>
<b>Brush Fire</b>	<b>\$ 4,000</b>	<b>\$ 3,000</b>	<b>\$ 7,000</b>
<b>Total Fires</b>	<b>\$ 293,850</b>	<b>\$ 1,798,350</b>	<b>\$ 2,092,200</b>

### List of Incidents that occurred from July through December 2014

Inc. Num.	Date	Type	Location		
14-0028299	7/1/2014	Person in distress, Other	1526SE	KNARR	CT
14-0028304	7/1/2014	Rescue, EMS incident, other	2139SE	BEAVER CREEK	LN
14-0028324	7/1/2014	HazMat release investigation w/no HazMat	2575NW	GRAHAM	CIR
14-0028328	7/1/2014	Swimming/recreational water areas rescue	1110E	HISTORIC COLUMBIA RIVER	HWY
14-0028342	7/2/2014	EMS call, excluding vehicle accident with injury	1694SW	MIRANDA	PL
14-0028367	7/2/2014	Smoke detector activation due to malfunction	1201SW	CHERRY PARK	RD
14-0028368	7/2/2014	Good intent call, Other	499E	HISTORIC COLUMBIA RIVER	HWY
14-0009231	7/2/2014	Aircraft fire	999NW	NORTH FRONTAGE	RD
14-0028387	7/2/2014	Unauthorized burning	3260SE	LEWIS	CT
14-0028405	7/3/2014	Alarm system activation, no fire - unintentional	325NW	PERIMETER	WAY
14-0028411	7/3/2014	EMS call, excluding vehicle accident with injury	2428SE	HUDSON	CT
14-0028437	7/3/2014	EMS call, excluding vehicle accident with injury	2501SW	CHERRY PARK	RD
14-0028450	7/4/2014	EMS: Cancelled	450NW	257TH	AVE
14-0028458	7/4/2014	EMS call, excluding vehicle accident with injury	1108NW	FRONTAGE	RD
14-0028461	7/4/2014	Lock-in (if lock out , use 511 )	742SW	14TH	ST
14-0028471	7/4/2014	EMS call, excluding vehicle accident with injury	2428SE	HUDSON	CT
14-0028486	7/5/2014	Dispatched & cancelled en route	790NW	Frontage	RD B
14-0028489	7/5/2014	EMS call, excluding vehicle accident with injury	2239SW	BRINK	AVE
14-0028490	7/5/2014	EMS call, excluding vehicle accident with injury	2015SW	257TH	AVE
14-0028497	7/5/2014	False alarm or false call, Other	808SW	ALDER	CIR 300
14-0028499	7/5/2014	EMS call, excluding vehicle accident with injury	2428SE	HUDSON	CT
14-0028502	7/5/2014	EMS call, excluding vehicle accident with injury	1323SW	CHERRY PARK	RD 5
14-0028507	7/5/2014	EMS call, excluding vehicle accident with injury	450NW	257TH	WAY 348
14-0028512	7/5/2014	EMS call, excluding vehicle accident with injury	2428SE	HUDSON	CT
14-0028516	7/5/2014	Rescue, EMS incident, other	1536SE	26TH	CT
14-0028547	7/6/2014	EMS call, excluding vehicle accident with injury	1247SW	10TH	WAY
14-0028557	7/6/2014	Dispatched & cancelled en route	1110E	HISTORIC COLUMBIA RIVER	HWY
14-0028558	7/6/2014	EMS call, excluding vehicle accident with injury	1006SE	JACKSON PARK	RD
14-0028563	7/6/2014	System malfunction, Other	1820NW	GRAHAM	RD
14-0028564	7/6/2014	EMS call, excluding vehicle accident with injury	1201SW	CHERRY PARK	RD C1
14-0028570	7/7/2014	EMS call, excluding vehicle accident with injury	224SW	EDGEFIELD	CT
14-0028575	7/7/2014	EMS call, excluding vehicle accident with injury	1985SW	257TH	AVE
14-0028610	7/7/2014	Medical assist, assist EMS crew	1507SW	SPENCE	CT
14-0028623	7/7/2014	Dispatched & cancelled en route	1000NW	GRAHAM	RD

14-0028629	7/8/2014	Medical assist, assist EMS crew	402SE	2ND	ST		
14-0028649	7/8/2014	Rescue, EMS incident, other	790NW	FRONTAGE		RD	B
14-0028678	7/9/2014	EMS call, excluding vehicle accident with injury	635SW	SUNSET		WAY	

***NOTE: Actual List will include all incidents for the subject period, on subsequent pages of the report.***

## **Analysis and Discussion**

This section of the report will include a narrative discussion of activity that occurred during the time period covered by the report, including a description of major fires and other incidents, as well as a comparison of displayed statistics to prior periods.

# ATTACHMENT B

## Fire Contract Options

Alternatives to the current Gresham model, and other outstanding issues:

**Fire District 10:** The negotiating team reached out a couple of months ago to Multnomah County Rural Fire District 10 Chair Mike McKeel who just responded this week. He frankly shared that he had not responded previously because, in order to secure financing for financing for District 10's new fire station in Boring, they needed agreement from Gresham that the first demand on all fire district resources would be the debt for the fire station, not the payment of the contract with Gresham, so he dropped consideration of a service contract with us in exchange for that agreement. Mr. McKeel encouraged us to propose a public vote to rejoin fire district 10, and reiterated the positive revenue impacts it would have for us to directly shift the property tax burden for fire to the property owners, and not lower our respective current permanent rates.

**Fire District 14:** The Corbett district is an all-volunteer district that the negotiation team determined lacked the resources needed to provide protection to maintain our current standard of emergency capacity, so we did not solicit a proposal from them. The risks posted by freight on the railway and freeway, as well as hazardous materials in our industrial area, convince that a volunteer force is not sufficient for Troutdale, even if they were supervised by a cadre of professionals. We also approached Clackamas County Fire District representatives early in the process (about two years ago, prior to the PSU study work) to determine if they had any interest. We received a very lukewarm response and did not pursue that option.

**Conflagration Act:** The three city's negotiation team considered how the Emergency Conflagration Act (Chapter 112, Oregon Laws of 1947) might serve us should the contract with Gresham expire before we finalize a new contract with Gresham or put services in place from another provider. It is designed for cases such as wildfires where all local and mutual aid resources been depleted. Activating the Act's authority can only be authorized by the Governor, and is only used for fires that threaten life and structures. The hope was that, absent a contract fire service, the Act might force Gresham to provide responses to fires threatening life or structures. Non-fire emergency responses would presumably be addressed by AMR under the County franchise.

While the 2014 rate for a fire apparatus is only \$100 per hour, there are several problems with applying this act to making Gresham provide us with emergency response services. To invoke the act and declare a conflagration takes a request of the County Fire Defense Board Chief (currently Chief Matthews) to the State Fire Marshal, and then an action by the Governor. A determination must be made that the need exceeds available local resources for a particular incident. Even if Chief Matthews, the State Fire Marshall and the Governor are willing, the process to seek and receive the

Governor's declaration, and then actually get apparatus to the scene of an incident, may work for a wildfire that takes days to grow, but would be impractical for fast response to local incidents.

**State Fire Marshal:** Under ORS 476.030 the State Fire Marshal's powers are fairly broad and include ensuring that governmental subdivisions of the state have enacted adequate standards concerning fire prevention, safety and other requirements. It is a stretch, but the State Fire Marshal could theoretically compel Gresham to provide the services as a stop-gap measure while the parties are negotiating (it is conceivable that they could also compel us to use Gresham's services under terms we seek to avoid). There is no direct authority for this but given their duties under state law they theoretically have indirect authority to do this. As tempting as it may be to take that risk, even if Fairview and Wood Village were so inclined, with something as critical as emergency services at stake I would only recommend such a drastic step under dire of circumstances.

**AMR:** There is a statutory requirement for each county to adopt emergency medical response protocols and ambulance service areas, including designating specific ambulance providers in each designated area, and to develop an emergency medical response system in each designated ambulance service area. The negotiation team considered whether the three cities could apply that authority to collectively contract directly with AMR, and had several conversations with various County representatives including the Chair and their staff, including Darrell Knott the County's designated Emergency Medical Services Administrator. They determined that the Multnomah County ordinance and response protocols would not permit the use of any direct contract system with AMR to substitute for a fire department's first response system that includes AMR. While we encouraged the County to change their ordinance to permit our approach, we abandoned hope that any such a change could be put into place in time to provide a realistic alternative to the Gresham contract (which includes the AMR service).

Without question, many calls are EMS or "rescue"-related, as in vehicle accidents. Very few are fire-related. In fact, they get far more false alarm calls than fire calls. But even if the County ordinance was changed to allow us to contract directly with AMR for non-fire responses, it is important to recognize that many non-fire responses typically require support of a variety of critical services that AMR does not provide. The public takes these for granted, but they including incident command and control, assessing the entire incident, securing the scene to ensure the safety of the first responders and the public, hazardous waste management, site cleanup, and many other functions depending on the incident. AMR provides high-level medical support, but they don't provide any of these other functions. The data we receive is not fine-grained enough to interpret how many calls currently do not require such additional services, though there appear to be many.

Gresham also provides Fire Marshall services within the existing contract. There is some interest in dropping these from the contract, though providing better quality services may be a more cost-effective approach than contracting for these services elsewhere.

We proposed extending the contract for 1 or 2 years on the existing contract terms and conditions, but Gresham rejected that option with the frank admission that it would only give us more time to develop an alternative service provider. The District 10 discussion above proves that Gresham is keenly aware of our interest in finding an alternative (no surprise as Erik Kvarsten actively worked to that end when he was Troutdale City Administrator). We may have some leverage to get a 3 or 4 year contract, but that has not yet been discussed.

CONTRACT TERMS PROPOSAL

SOME PRINCIPLES TO INCLUDE IN NEW  
CONTRACT

- Enhanced Respectful Relationship and Communication to City Elected Officials in Public Forum
- Improve Reporting and Detailing of Reports for “Calls for Service” and “Response Times”
- Complete a Standards of Coverage Document
- Require printed and verbal detailed annual reporting

## BASE FACTS PER PSU REPORT ETC.

- Three cities report very few, if any, complaints in regards to fire services over the years
- Gresham is low cost provider for similar services in other areas of the state (Salem, Medford, Hillsboro, Tualatin Valley F&R)
- Three Cities residents pay less per \$1,000 of assessed value than Gresham Residents

- Decreased response time to outer reaches of Blue Lake in Fairview and Troutdale Bluffs were a "surprise" revelation from PSU study though "facts" of call response time decrease was not previously tracked
- Gresham has complete operational control and associated responsibility

- Gresham’s growth and size will outpace smaller three cities
  - Three Cities demand on Gresham system will remain relatively flat; while Gresham’s demand on its own system will increase
  
- Cities desire predictable cost tied to actual cost of providing services and depth of resources to Cities

Current Rates Paid by residents per \$1,000 of AV for Gresham Fire Services:

Wood Village:	\$1.55
Fairview:	\$1.32
Troutdale:	\$1.32
Fire District 10:	\$1.90
Gresham:	\$2.16

*(includes overhead and other cost not distributed to Cities or FD 10)*

Proposals Progression:

October 6, 2014:

Three Cities send letter of proposed terms/issues to be addressed to City of Gresham for a new contract

October 21, 2014:

Letter from City of Gresham proposing an equitable rate across all jurisdictions of

\$1.80 per \$1,000 of AV

*(takes grand total of cost and simply distributes it out across the 4 cities, excluding FD 10)*

- In response to October 21 letter, three cities requested additional information from Gresham to explain financial methodology behind rate suggested.

– Frank Ray, Gresham Fire Budget Analyst met with Bill Peterson and Samantha Nelson and supplied data and details. Financial analysis was conducted.

- December 5, 2015- Technical Team met at City of Gresham City Hall to discuss contract. Multiple issues discussed including (but not limited to):
  - marginal cost,
  - fire inspector services,
  - standards of coverage,
  - communication and reporting,
  - cost control, accountability, predictability,
  - cost methodology.
- Gresham proposed \$1.63 per \$1,000 of AV

- December 18, 2015:

Letter received from Gresham proposing an additional rate decrease to \$1.61 per \$1,000 AV with a stair-stepped approach:

Year 1: \$1.44

Year 2: \$1.61

- Technical Team continued to analyze accounting and requesting additional information from Gresham. Specifically, requested all jurisdictions include Urban Renewal amounts into AV rate utilized for calculation.
- Added value to City of Gresham-\$222,690,321 AV rate calculation

Current Contract Continued:		4.0%	4.0%	4.0%	4.0%	4.0%
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Wood Village	399,281	415,252	431,862	449,137	467,102	485,786
Fairview	837,683	871,190	906,038	942,279	979,971	1,019,169
Troutdale	1,688,855	1,756,409	1,826,666	1,899,732	1,975,721	2,054,750
Increase from Prior Year						Total
Wood Village		15,971	16,610	17,274	17,965	18,684
Fairview		33,507	34,848	36,242	37,691	39,199
Troutdale		67,554	70,256	73,067	75,989	79,029
						633,887

"True Up" in 1st Year:		18.0%	4.0%	4.0%	4.0%	4.0%
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Wood Village	399,281	471,152	489,998	509,598	529,981	551,181
Fairview	837,683	988,466	1,028,005	1,069,125	1,111,890	1,156,365
Troutdale	1,688,855	1,992,849	2,351,562	2,774,843	3,274,315	3,863,691
Increase from Prior Year						Total
Wood Village		71,871	18,846	19,600	20,384	21,199
Fairview		150,783	39,539	41,120	42,765	44,476
Troutdale		303,994	358,713	423,281	499,472	589,377
						2,645,418

UR Calculation and Fixed AV Rate reaching 1.61	1.44	1.61	1.61	1.61	1.61		
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	
Wood Village	399,281	371,013	435,554	457,332	471,052	485,183	
Fairview	837,683	914,377	1,052,994	1,089,006	1,121,676	1,155,326	
Troutdale	1,688,855	1,856,715	2,179,706	2,266,894	2,357,570	2,451,873	
Increase from Prior Year						Total	
Wood Village		(28,268)	64,541	21,778	13,720	14,131	85,902
Fairview		76,694	138,617	36,012	32,670	33,650	317,643
Troutdale		167,860	322,991	87,188	90,676	94,303	763,018
							1,166,563

UR Calculation and Fixed AV Rate:	1.44	1.59	1.59	1.59	1.59		
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	
Wood Village	399,281	371,013	430,144	451,651	465,200	479,156	
Fairview	837,683	914,377	1,039,913	1,075,478	1,107,742	1,140,974	
Troutdale	1,688,855	1,856,715	2,152,629	2,238,734	2,328,283	2,421,415	
Increase from Prior Year						Total	
Wood Village		(28,268)	59,131	21,507	13,549	13,956	79,875
Fairview		76,694	125,536	35,565	32,264	33,232	303,291
Troutdale		167,860	295,914	86,105	89,549	93,132	732,560
							1,115,726

PSU Lowest Cost Model Alternate 2	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98		
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	
Wood Village	399,281	510,143	536,161	562,969	579,858	597,253	
Fairview	837,683	1,257,268	1,294,986	1,339,274	1,379,453	1,420,836	
Troutdale	1,688,855	2,552,983	2,680,632	2,787,857	2,899,372	3,015,346	
Increase from Prior Year						Total	
Wood Village		110,862	26,018	26,808	16,889	17,395	197,972
Fairview		419,585	37,718	44,288	40,179	41,383	583,153
Troutdale		864,128	127,649	107,225	111,515	115,974	1,326,491
							2,107,616

- Summary:
  
- Proposed \$1.80
- Proposed \$1.74
- Proposed \$1.63
- Proposed \$1.61
- Proposed Counter : \$1.55-\$1.59

### Other Proposed Terms from Gresham

- Gresham has administrative and operational control
- Services Provided:
  - Fire Suppression, Fire Prevention, Emergency Medical
  - Specialty Rescue and Response Services- Regional HAZMAT, Water Rescue, Technical Rescues, Urban Search and Rescue for structural collapse, Chemical, Biological, Radiological, Nuclear, Explosive Response including mass casualty

- Fire Prevention Services- review of building and construction plans
- Fire Investigations
- Fire Code Review and Fire Ordinance Review for Cities
- Fire Prevention and Education Services- community events, civic centers, schools, etc.

- Reporting-
    - Monthly reporting
    - Management Reports including
      - Response Times
      - Number of calls broken by type
      - Program-level property loss and death statisticsInformation regarding significant events
- Be available upon request for further indepth review

Performance:

- Immediate notification of major system failures etc.
- Debriefs
- Complaints referred directly to Fire Chief
- Annual Council Presentations

## Next Steps

- Counter Proposal To Gresham with payment rate terms
- If accepted, pursue review and provide detailed contract language
- Submit draft contract to City Council elected bodies for consideration

# 2015-16 Council Goals Listing

City Council & Administration		FINANCE	PUBLIC SAFETY	PUBLIC WORKS
Consider, Propose, Review, and Adopt or Deny Policies Governing the City (ie. Resolutions, Ordinances, Motions)	Mayor/Council Support, Elections, Communications, Inter-governmental Relations, Human Resources, Records, City Attorney Services, Strategic Planning, Special Events, Budget Development & Management, Risk Management, Information Technology Systems Management, ACEAC Support	Payroll & Benefit Administration, Financial and Reporting Services, Utility Billing Services, Grant Management, Annual Audit, Municipal Court Services, Budget Monitoring, Audit Committee and Budget Committee Support	Patrol, Crime Investigation, Police Reserve Program, Crime Prevention, Records Management, Evidence & Property Management, BOEC, Fire Services, Alarm Permits & Monitoring, School Resource Officer, EMGET Program, Emergency Management, Chaplaincy, PSAC Support	Planning, Economic Development, Code Compliance, Building Services, Community Garden, Parks & Recreation, Flood Hazard, CDBG Program, Streets, Sidewalks, Water Systems, Sewer Systems, Stormwater Systems, Capital Planning, Facilities Maintenance, Construction Project Management, Planning Commission Support, EDAC Support, PRAC Support
Mayor Business Outreach Program Development with goal of Business Retention	Determine cost, timeline, and capabilities for paperless Council meetings	Amend City Website and in conjunction with banking system, enable "donation" options for City Coordinated Events	Complete contracting process for Photo Radar Pilot Program in School Zones with "go-live" date set for September 1, 2015	Identify current and propose options for implementing/revising City Tree Policy- ie. consider task group and community tree maintenance education
Re-Institute Monthly Inter-Council Meetings	Park Cleone Grand Opening Event w/ Council Neighbor Fair Event	Work with bank to implement automatic payment capabilities	Fully implement 2 Officers- 24/7 Schedule (graduate all officers out of Field Training Officer Program)	Update and identify replacement schedule of Council Chamber Furniture (tables, chairs, council seats)
Conduct 3 Neighbor Fair Events July-September	Issue RFP for Insurance Agent Services	Research, Consult, Develop and Implement Plan for collection of parking tickets (past-due and future)	Complete Crisis Intervention Training (CIT) designation for all patrol staff (40 hour course)	Integrate use of I-pads and mobile mapping to allow for on the ground verification of infrastructure details including location, size, and type
Review and Revise Advisory Committee Appointment Process for Budget and Planning	Update and Adopt City Contracting and Purchasing Rules	Implement Statement billing for utility customers with multiple accounts	Evaluate impact of body worn camera program through a pilot project	Update Public Works standards and specifications
Adopt Policy for Funding Specified City Coordinated Events	Determine cost and timeline for live meeting streaming	Implement paperless billing for those utility customers who not wish to receive paper bill	Coordinate State of Oregon Pilot Program: Effectiveness of Photo Radar on Traffic Safety in School Zones	Coordinate rate analysis of fees for permits and plan review
Review, Revise, and Adopt City Noise Code Language	Update City Employee Handbook-implementing training schedules and rules identified	Provide Court Customers the ability to pay citations on line	Conduct at least one bike rodeo, but work toward two per year	Coordinate professional rate analysis of System Development Charges
Evaluate and Determine Merging into County Law Enforcement Services	Complete Labor Negotiations with Teamsters/Initiate with Police Association	Issue "Request for Proposal" for Auditing Services	Conduct community education programs focused on personal safety, identity theft, business safety	Conduct audit of stormwater charges per account in UB system
Review and Revise City Council Rules	Complete Fire Contract Negotiations with Gresham	Conduct audit of archives in conjunction with City Recorder	Conduct crosswalk safety inventory review and make recommendations as appropriate	Coordinate CDBG Grant project in Historic Fairview area
Review Current Sidewalk network and identify priorities and funding for development	Remaining current on legislation identify and propose options to prevent/limit sale of marijuana in City	Improve signage in Finance area to expand internal control procedures and to more accurately direct customers	Conduct audit of archives in conjunction with City Recorder	Complete Interlachen sewer pre-design
	Identify and propose 2 HEAL initiatives for adoption		Develop Program to educate youth on 'After School Safety' as component of NNO or other training	Conduct pavement surface treatment with specified 5 year plan
				Finalize Lakeshore masterplan and complete restoration & development
				Conduct comprehensive review of Development code and identify specific area for revision to Planning Commission

## City Council & Administration

## FINANCE

## PUBLIC SAFETY

## PUBLIC WORKS

Renegotiate MS4 Permit and make presentation to Council regarding process, impacts, requirements, and funding challenges

Enhance permit tracking system to include all types of permits and to document and ensure consistency of processing within optimal timelines

Coordinate with professionals the updating of the Parks & Recreation Plan

Coordinate with professionals the updating of the Transportation System Plan

Expand communication with public through use of handouts, checklists, and forms via online website and in person

Integrate community development and public works filing systems

### 2016-2018

Determine cost, timeline, capabilities for paperless system for all documents as allowed by Public Records Law

### 2016-2018

Implement Incode auto-call feature for shut-off notifications, past due notifications, water emergency events

Audit and Update all Customer and Landlord Data in system across modules

Conduct cost-benefit analysis and identify implementation plan for e-ticketing feature of Incode system in conjunction with RegJIN and other PD systems. Implement

Conduct cost-benefit analysis and identify implementation plan for use of Incode's paperless capabilities for GL. Implement

### 2016-2018

Evaluate and implement 24/7 supervision, Officer in Charge (OIC) program

Evaluate impact of creating Community Services Officer Position

Implement e-Ticketing

Update Emergency Operations Plan

### 2016-2018

Coordinate with professionals the updating of the Stormwater Master Plan

Coordinate with professionals the updating of the Water Master Plan

Coordinate with professionals the updating of the Water Quality Manual

### 2016-2018

Carry-out master plan identified projects from planning through construction to be "in-service"



MINUTES  
ECONOMIC DEVELOPMENT ADVISORY  
COMMITTEE (EDAC) MEETING  
1300 NE Village Street  
Fairview, OR 97024  
February 12, 2015

**PRESENT:**

Dean Hurford, Chair  
George Lingelbach  
Brenda Ziegler  
Henry Pelfrey  
Jeff Anderson  
Renaye Delano  
Tamie Tlustos-Arnold  
Dan Kreamier, Council Liaison

**ABSENT:**

**PUBLIC:**

Ted Tosterud  
Natalie Voruz

**STAFF:**

Allan Berry, Public Works Director  
Erika Palmer, Development Analyst

**1. CALL TO ORDER:**

Chair Hurford called the meeting to order at 5:45 p.m.

**2. ROLL CALL**

Chair Hurford identified who was present by roll call and welcomed new EDAC member Tamie Tlustos-Arnold.

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

None

**4. ADOPTION OF MINUTES**

EDAC member, Delano moved to adopt both the November 24, 2014 and January 8, 2015 minutes and EDAC member Ziegler seconded. The motioned passed unanimously.

**5. VILLAGE CORE UPDATE**

Before the Village Core update Chair Hurford expressed his opposition to the water and sewer rate increase. He brought it up because EDAC was not aware of the rate discussion and did not have a chance to review it. EDAC member Tlustos-Arnold commented that this is learning opportunity for the committee and in the future when items such as rates come up that affect businesses in Council discussions that EDAC can also provide comments as an advisory committee. Public Works Director, Berry stated that EDAC is an advisory committee. The committee's work plan is set by council and if they want EDAC's recommendation or input that Council will ask you.

EDAC member Pelfrey inquired if notice about the increase was sent out? Mayor, Tosterud commented that notice was provided in the water bill and on the city's webpage and that he held a community forum

at the Community Center with a presentation to seek feedback and answer questions. EDAC member Ziegler inquired by there wasn't more than one Council meeting on this issue and additional notice?

Public Works Director, Berry remarked that this is the wrong venue for this discussion because EDAC was not tasked to talk about this item from Council. He commented that EDAC should have this conversation with the Council. EDAC member Delano responded that EDAC can't go to Council with a consensus if the committee doesn't talk about the issues. EDAC member, Lingelbach remarked that there could be a consensus of the group if everyone agreed to go to the Council meeting. EDAC member Delano thanked Chair Hurford for bringing this item to EDAC's attention.

EDAC reviewed the Village Street informational handout that Development Analyst, Palmer sent to the group. This handout explains the ways how a property owner on Village Street can start a business. Business owners have three options: 1) home occupation 2) full use of structure for commercial use (commercial certificate of occupancy), and 3) mixed-use (residential on upper floor and commercial/office on bottom floor).

EDAC member, Anderson had questioned the different percentages for business use. Development Analyst, Palmer said that she would double check on all the percentages in the handout and revise if necessary and provide a clarified explanation at next month's meeting.

EDAC member, Ziegler remarked that the discussion in January focused on the separation of the commercial space and residential space to create a true mixed-used unit – the separation was the firewall between the two floors. Development Analyst, Palmer clarified that a Home Occupation is different from having a mixed-use unit. This is why a maximum of 30% of floor area can be counted toward a Home Occupation. Home occupations only allow for one visitor at a time and have other "strict" rules. Live/work units allow for the business to be open and allow for more than one customer at a time.

Chair Huford, asked why do they need percentages? EDAC member, Ziegler responded that it goes back to the structural components of the building and fire code.

Development Analyst, Palmer described the first page of the information sheet as being quite clear and simple for readers. When you turn to page two of the document this is the language that came directly from Steve Winstead's memo is wording from the Oregon Structural Building Code which is a bit confusing in technical terms. Palmer asked the group if they wanted to keep the Oregon Structural Code language or not? The consensus of EDAC was to keep it in but to clarify the verbiage with Steve Winstead.

Chair Hurford, asked EDAC to look at page three and the fire protection requirements. EDAC member Anderson remarked, if all the units converted to mixed-use on Village Street this language from the building code states that they would need both a monitored fire alarm system and automatic sprinklers.

Development Analyst Palmer, remarked that there is the alternative method for fire safety it was the checklist chapter that Mr. Winstead spoke about. EDAC member Anderson stated that the referenced section number in that paragraph could indicate whether nor not both the alarm and/or sprinklers are needed.

EDAC member, Lingelbach asked if building permits are reviewed by the fire department. Development Analyst Palmer responded, "yes." EDAC member Lingelbach still has concerns that each person (fire, building official) will interpret the code differently. Chair Hurford, remarked that he has been working

with Steve Winstead on his tenant improvement project and he has been very helpful throughout the project.

EDAC member, Tlustos-Arnold remarked that she is behind on the issues being raised since being a new member. She asked if she were to sell her property would she have to put in a sprinkler system? Development Analyst, Palmer stated that the building along Market has been built to standards to allow for mix-uses.

Chair Hurford, asked the group if they want staff to clarify some of the language in the handout and to bring it back to EDAC next month. Committee members agreed that this was a good approach. EDAC member Ziegler remarked that it would be important to have the “checklist” section of the building code listed as an alternative approach.

Chair Hurford, remarked that what we need clarification on are the standards for full commercial use of a building and the standards for mix-use. Everyone agrees on the home occupation standards.

EDAC member, Zeigler asked if any realtors or people interested in Village Street properties come talk to planning staff within the past two months. Development Analyst, Palmer stated no. Development Analyst, Palmer stated that this handout is the educational tool to be delivered all stakeholders (property owners, realtors, home owner associations, etc.). EDAC member, Zeigler remarked that once this handout is complete for it to be sent to all property owners on Village Street that are not built structurally for commercial or mix-use.

EDAC member Tlustos-Arnold remarked that the properties on Market Street also experienced fire/life/safety issues and that there are 4 layers of drywall for fire separation.

## **6. 2015 EDAC GOALS**

Chair Hurford, asked Mayor Tosterud to discuss the city utilizing Travel Oregon. Fairview is now in the geographic region of Wood Village, Troutdale, and Cascade Locks.

- To be updated on Council happenings at monthly meetings
- To bring any Code amendments to EDAC for feedback prior Planning Commission that relate to Economic Development.
- To be informed of any new developments are happening, who’s applied, what types of businesses
- Re-branding of Village Street or having an event or series of events that celebrate Village Street.
- City to look at parking in the Village. Is there a problem?

Chair Hurford asked about parking at the VA site. Is there enough parking to accommodate employees and patients? Development Analyst, Palmer said that parking met the requirements of the Development Code. EDAC member Tlustos-Arnold remarked that even though the Post Office has ample parking, there are many people who only use the on-street spaces.

EDAC member Tlustos-Arnold moved to ask Council to form a committee to investigate parking options in Fairview Village, seconded by EDAC member Anderson.

EDAC member Tlustos-Arnold wanted to know where the money for late business license fees go? The penalty fee is high. EDAC member, Pelfrey remarked, if you’re late you’re late. EDAC member Tlustos-Arnold asked why do we have business license fee?

**7. STAFF UPDATE**

Development Analyst, Palmer stated that Planning Commission reviewing and will make a recommendation to City Council on medical and recreational uses within the City. The current recommendation is for these uses to be located in the Light Industrial zone and it would be a Conditional Use which allows for additional discretionary review through the Planning Commission. The Light Industrial zone is a compact area with few tax lots that is more than a 1,000 ft. away from schools and parks.

The Planning Commission will be reviewing a modification to the VA’s design review that would eliminate a door fronting Halsey. The applicant is requesting this medication because of the layout and tenant improvements.

Planning staff is also reviewing and discussing the riparian corridors on Fairview Lake.

**8. ELECTION OF CHAIR**

EDAC member Delano moved to elect Dean Hurford Chair of EDAC and George Lingelbach as vice chair, seconded by EDAC member Zeigler. Motion carried.

**9. TENTATIVE AGENDA ITEMS**

- **Recap of Village Business handout**

Chair Hurford adjourned the meeting at 6:50 p.m.

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

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

\_\_\_\_\_  
**Erika Palmer**  
**Development Analyst**

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



City of Fairview  
Parks and Recreation Advisory Committee  
Meeting Minutes  
February 19, 2015

**PRESENT:**

Steven Marker, Chair  
Brian Grattan, Vice Chair  
Jeff Arnold  
Steve Kaufman  
Darren Riordan  
Councilor Steve Prom

**ABSENT:**

Garth Everhart (Excused)  
Kate McLaughlin

**STAFF:**

Sarale Hickson, Development Analyst

**1. CALL TO ORDER/ROLL CALL**

Chair Marker called the meeting to order. Development Analyst Hickson called roll.

**2. REVIEW AND ADOPT MINUTES**

Committee Member Kaufman moved to approve the January 15, 2015 minutes as submitted and Vice Chair Grattan seconded. Motion passed unanimously.

**3. STAFF UPDATES**

Development Analyst Hickson reported the following.

- Lakeshore Park Survey was mailed directly to homes north of the railroad tracks and is available via the city website. Have received approximately 60 responses to date. Will be mailed city-wide with the March 1 utility bill. The utility bill survey is on white paper, the direct mailer was on orange, and the website response is tracked by the IEP address. Committee Member Kaufman noted it is also linked on Next Door. Survey deadline to respond is Friday, March 20.
- State of Fairview Woods Park: goats cleared the understory, trails have been widened, trees have been trimmed or removed, and a new sign installed at the Bridge Street trailhead. The Friends of Fairview are coordinating a plantings (Oregon Grape and Nootka Rose) project as a SOLV Earth day event. Staff has been meeting with area residents continually throughout the process.
- The Community Park bear is scheduled to be removed. The current proposal is to preserve the statue and locate it in City Hall.
- Park Cleone: the plantings and stormwater design will be evaluated in spring. Areas in need of repair will be corrected and plants that did not survive will be replanted.

**4. DISCUSSION ITEMS NOT ON THE AGENDA (Public to be heard)**

Committee Member Arnold inquired about bushes being trimmed in winter to approximately a foot to foot and a half in the pocket parks. They become a potential hazard if someone were to trip and

fall into them. Development Analyst Hickson replied she would share the concern with park staff and inquire if there is an alternative option for how they are trimmed.

Vice Chair Grattan reported this is his last PRAC meeting. He is moving out of the area.

## **5. PELFREY PARK RECOMMENDATIONS**

Chair Marker presented a Fairview Park Plan Update handout prepared by Committee Member Everhart; Development Analyst Hickson copied the handout and provided each PRAC member a copy. (*Exhibit A*)

Committee Member Riordan proposed talking with the Pelfrey's (Henry Pelfrey and Lymnia Woods) and soliciting their input prior to moving forward with recommendations. Chair Marker agreed. Chair Marker offered to reach out to the Pelfrey's. The Committee agreed.

Committee Member Kaufman moved to table the Pelfrey Park discussion until the March 19, 2015 pending a meeting and discussion with the Pelfrey's and Committee Member Riordan seconded. The motion passed unanimously.

## **6. RECREATION PLAN REVIEW PROCESS**

Committee Member Riordan remarked the Boys & Girls Club provides service to Reynolds Middle and High Schools, but no services to the elementary schools and proposed inquiring why.

Chair Marker commented during this process he would like to look at building partnerships with the local schools. Take a proactive approach to bringing services and programs into the local schools.

The Committee discussed whether the goal is to create a Fairview recreation program or to build and expand relationships with programs that have the program resources and Fairview provide the infrastructure i.e. community center, parks and schools.

Committee Member Arnold noted is important Fairview leverage the resources it has. Committee Members Kaufman and Riordan each commented the current Recreation Plan has a lot of good information and is still, mostly, applicable. They proposed focusing on implementing items within the current plan. It is a large document with many components. A thorough review would be time intensive. Given financial constraints will need to explore creative options to provide services.

Committee Member Riordan suggested the short term goal is to promote and inform citizens of what is available and the long term goal is to bring those opportunities into Fairview. Do so by pulling existing program resources into Fairview. Need to invest the time into establishing and maintaining partnerships and relationships.

Councilor Prom noted piggy-backing with programs like Troutdale's works well if you want the program options they provide. If you want something different then need to provide the program resources and staff.

Committee Member Arnold commented the Recreation Plan calls for a Recreational Officer to be based at the Community Center and inquired what the likelihood is for having a part-time recreation staff member. Councilor Prom replied PRAC could make a recommendation or Committee Member Arnold as a citizen could make a request, and present it to the Budget Committee. Committee Member Arnold noted having a part time recreation officer may offset the need for an additional police officer.

Committee Members Riordan and Kaufman agreed a key issue is having a person to invest the time in making the connections, aggregating the information and overseeing the program. The committee discussed exploring a part-time staff person, having a current staff person oversee the program, soliciting a volunteer task force specific to recreation, and having high school and/or college interns assist. Development Analyst replied interns could be an option at the high school or college level; at least to launch the program. For staff, Council sets the priorities and the City Administrator directs staff to accomplish the tasks.

The Committee agreed more information is needed prior to making a recommendation to Council. What would the cost of a part-time recreation staff person be? What is the scope of that position i.e. hands on working directly with youth or a coordinator position to organize and maintain a program? How many hours would be needed to meet the scope of the program? What are the costs associated with the Community Center, how often is it used, etc.? Development Analyst Hickson replied she could provide the Community Center data, but direction to research a recreation staff position and associated costs would have to come through Director Berry or potentially Council. She would let the Committee know. Councilor Prom remarked he would request the direction from Council if needed.

Committee agreed to continue discussing the Recreation Master Plan review process at the next meeting.

#### **7. TENTATIVE AGENDA – March 19, 2015**

- Pelfrey Park
- Recreation Plan
- Elect Vice Chair
- Pocket Parks

The Committee briefly discussed the complex issues surrounding pocket parks. They are city (tax-payer) owned properties. They may not be given away and must be sold at fair market value following a process for declaring surplus property and selling it. Maintenance cost issues and the potential to install amenities i.e. play equipment to reduce maintenance costs could be explored.

#### **8. ADJOURNMENT**

Vice Chair Grattan moved to adjourn the meeting and Committee Member Arnold seconded. Meeting adjourned at 6:57 PM by consensus.

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Steven Marker, Chair

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Devree Leymaster  
City Recorder

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Date

A complete recording of this meeting is available by contacting the City of Fairview Administration Office,  
1300 NE Village Street, Fairview, Oregon 97024 • 503.665.7929



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>						
00082 <u>12052</u>	BEERY, ELSNER & HAMMOND,LLP Invoice	03/16/2015 02/02/2015	Regular LEGAL SERVICES JANUARY 2015	0.00 0.00	7,735.29 7,735.29	60580
01761 <u>CL10050</u>	BRETTHAUER OIL CO. Invoice	03/16/2015 02/28/2015	Regular PD- FUELING	0.00 0.00	322.61 322.61	60581
01765 <u>INV0018202</u>	BUCKLAND SHEET METAL CORPORA Invoice	03/16/2015 02/23/2015	Regular INSTALL WHITE PRE-PAINTED STEEL	0.00 0.00	910.00 910.00	60582
00145 <u>80004</u>	CASCADE CENTERS, INC. Invoice	03/16/2015 03/01/2015	Regular EMPLOYEE ASSISTANCE PROGRAM	0.00 0.00	17.10 17.10	60583
00213 <u>IN386920</u>	COPYTRONIX Invoice	03/16/2015 03/02/2015	Regular CD/PW KON/BIZHUBC552 CONTRACT	0.00 0.00	116.60 116.60	60584
00293 <u>285409</u>	DIAL TEMPORARY HELP SERVICES, II Invoice	03/16/2015 02/25/2015	Regular TEMP/HELP GALLAGHER -2/15/2015	0.00 0.00	543.60 543.60	60585
00269 <u>022715</u>	DRIVER AND MOTOR VEHICLE SERVI Invoice	03/16/2015 02/27/2015	Regular SUSPENSION PACKAGE	0.00 0.00	11.50 11.50	60586
00280 <u>8255</u> <u>8255A</u>	EASY 2 PAY, INC. Invoice Invoice	03/16/2015 02/28/2015 02/28/2015	Regular CONVENIENCE FEES CONVENIENCE FEES	0.00 0.00 0.00	492.50 98.75 393.75	60587
01050 <u>38618</u>	FAMILY HOME SERVICES, INC. Invoice	03/16/2015 03/04/2015	Regular BI-MONTHLY MICE TREATMENT	0.00 0.00	119.00 119.00	60588
00314 <u>ORPO831638</u>	FASTENAL COMPANY Invoice	03/16/2015 02/27/2015	Regular MR40484MC & C-FOLD REPLACEMENT PA	0.00 0.00	128.07 128.07	60589
01042 <u>INV0018214</u> <u>INV0018215</u> <u>INV0018216</u> <u>INV0018217</u> <u>INV0018218</u> <u>INV0018219</u> <u>INV0018221</u> <u>INV0018222</u> <u>INV0018223</u> <u>INV0018224</u>	FRONTIER COMMUNICATIONS NOR Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	03/16/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015	Regular FV LAKE PS WELL #6 BLUE LAKE PS GLISIAN RESERVOIR MARINE DR PS INTERLACHEN PS PW -TELEPHONE CH-TELEPHONE PARKS COMMUNITY CENTER -TELEPHONE FV LAKE PS - TELEPHONE	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	1,087.36 43.53 38.26 46.43 38.04 47.27 40.13 303.98 344.42 93.29 92.01	60590
00385 <u>INV0018246</u>	GRESHAM SANITARY SERVICE, INC. Invoice	03/16/2015 02/25/2015	Regular EVIDENCE MANAGEMENT	0.00 0.00	35.01 35.01	60591
01766 <u>1503002963</u>	INTERMEDIA .NET,INC Invoice	03/16/2015 03/01/2015	Regular IT SERVICES	0.00 0.00	968.80 968.80	60592
00443 <u>14999</u>	IVAN GUIRADO Invoice	03/16/2015 03/03/2015	Regular COURT INTERPRETING SERVICES & MILEA	0.00 0.00	111.85 111.85	60593
01767 <u>INV0018226</u>	KEVIN RAY PORTER Invoice	03/16/2015 01/22/2015	Regular WEBLEDS SUBSCRIPTION	0.00 0.00	3,420.00 3,420.00	60594
00515 <u>16258</u>	LEAGUE OF OREGON CITIES Invoice	03/16/2015 03/02/2015	Regular CITY HALL DAY AT THE CAPITOL	0.00 0.00	40.00 40.00	60595



City of Fairview

# Check Register

Packet: APPKT01411 - 03/17/2015 PO # 15-0010 RA

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	
01745	BUD BELLAMY & SON, INC.	03/17/2015	Regular	0.00	900.00	60612
<u>INV0018247</u>	Invoice	03/17/2015	WATER BERM 2001 NE 205TH	0.00	900.00	

### Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	900.00
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>900.00</b>

Check Register

Vendor Number Payable #	Vendor Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
00522 <u>20100396270</u>	LES SCHWAB TIRES Invoice	03/16/2015 02/18/2015	Regular VEHICLE REPAIR -BATTERY	0.00 0.00	150.00 150.00	60596
00542 <u>INV0018229</u>	LOWE'S Invoice	03/16/2015 02/25/2015	Regular PW -LATEX GLOVES & ASPHALT	0.00 0.00	22.76 22.76	60597
00547 <u>140359</u>	M. PATTON ECHOLS, PC Invoice	03/16/2015 03/04/2015	Regular JUDICIAL SERVICES-MUNICIPAL COURT	0.00 0.00	1,342.00 1,342.00	60598
01768 <u>INV0018230</u>	MERRI RILEY Invoice	03/16/2015 03/05/2015	Regular MILEAGE	0.00 0.00	11.50 11.50	60599
00806 <u>20151729</u> <u>20151730</u>	MULTNOMAH COUNTY SCHOOL DIS Invoice Invoice	03/16/2015 02/27/2015 02/27/2015	Regular PD CONTRACT FUEL PW CONTRACT FUEL	0.00 0.00 0.00	1,288.17 789.79 498.38	60600
00637 <u>39-201502</u>	NET ASSETS CORPORATION Invoice	03/16/2015 03/02/2015	Regular TITLE SEARCH	0.00 0.00	160.00 160.00	60601
00676 <u>563460</u> <u>623101</u> <u>623638</u> <u>624236</u>	OFFICEMAX-A BOISE CO. Invoice Invoice Invoice Invoice	03/16/2015 02/20/2015 02/25/2015 02/25/2015 02/27/2015	Regular PD OFFICE SUPPLIES ADMIN/ FINANCE -OFFICE SUPPLIES PW -OFFICE SUPPLIES ADMIN -OFFICE SUPPLIES	0.00 0.00 0.00 0.00 0.00	198.15 38.25 141.73 13.83 4.34	60602
00683 <u>5020361</u>	ONE CALL CONCEPTS, INC. Invoice	03/16/2015 02/28/2015	Regular UTILITY NOTIFICATION -FEBRUARY 2015	0.00 0.00	69.96 69.96	60603
01200 <u>86417</u> <u>86417A</u>	PORTLAND HABILITATION CENTER, I Invoice Invoice	03/16/2015 02/28/2015 02/28/2015	Regular COMMUNITY CENTER JANITORIAL SERVIC CITY HALL -JANITORIAL SERVICES FEBRUA	0.00 0.00 0.00	2,254.14 141.46 2,112.68	60604
00763 <u>CL09178</u>	POUNDER OIL SERVICE INC. Invoice	03/16/2015 02/28/2015	Regular PW FUEL	0.00 0.00	111.50 111.50	60605
00490 <u>INV0018227</u>	SMOKE & MIRRORS Invoice	03/16/2015 03/01/2015	Regular KEY NETWORK SUPPORT	0.00 0.00	750.00 750.00	60606
01091 <u>INV0018199</u>	SPIRITUAL ASSEMBLY OF THE BAHAI Invoice	03/16/2015 02/28/2015	Regular COMMUNITY CENTER REFUND	0.00 0.00	150.00 150.00	60607
01551 <u>186298</u>	TYLER BUSINESS FORMS Invoice	03/16/2015 02/25/2015	Regular 1099 MISC COPY A FORMS	0.00 0.00	25.86 25.86	60608
01110 <u>9116</u>	WILDWOOD PLAYGROUNDS NORTH Invoice	03/16/2015 01/05/2015	Regular PARK BENCH	0.00 0.00	1,397.00 1,397.00	60609
01769 <u>INV0018244</u>	WILLIAM BOSTIC Invoice	03/16/2015 03/09/2015	Regular SIDEWALK REIMBURSEMENT	0.00 0.00	150.00 150.00	60610
01770	ZALDY MACALANDA	03/16/2015	Regular	0.00	10.93	60611

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>INV0018245</u>	Invoice	03/05/2015	CSSWF PP TRAINING	0.00	10.93	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	47	32	0.00	24,151.26
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>47</b>	<b>32</b>	<b>0.00</b>	<b>24,151.26</b>



City of Fairview

# Check Register

Packet: APPKT01415 - 03/19/2015 AP RA

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>						
00060 <u>INV0018259</u>	AT&T Invoice	03/20/2015 03/04/2015	Regular CITY HALL TELEPHONE	0.00 0.00	38.48 38.48	60614
00082 <u>12110</u>	BEERY, ELSNER & HAMMOND,LLP Invoice	03/20/2015 03/02/2015	Regular LEGAL SERVICES -FEBRUARY 2015	0.00 0.00	7,588.45 7,588.45	60615
00113 <u>53236449</u>	BROWN AND CALDWELL, INC Invoice	03/20/2015 03/19/2015	Regular STORMWATER ANNUAL REPORT	0.00 0.00	1,629.25 1,629.25	60616
00176 <u>FRV-W2013-A01</u> <u>FRV-W2014-00A</u>	CIS TRUST Credit Memo Invoice	03/20/2015 01/16/2015 06/30/2014	Regular WORKER'S COMP ADJUSTMENT WORKER'S COMPENSATION	0.00 0.00 0.00	8,753.17 -5,508.75 14,261.92	60617
00178 <u>36341</u>	CITY OF GRESHAM Invoice	03/20/2015 03/12/2015	Regular SEWER -MARCH 2015	0.00 0.00	116,956.89 116,956.89	60618
01776 <u>INV0018263</u>	CLEOTILDE RODRIGUEZ Invoice	03/20/2015 02/04/2015	Regular COMMUNITY CENTER REFUND	0.00 0.00	260.00 260.00	60619
00204 <u>INV0018264</u> <u>INV0018265</u>	COMCAST Invoice Invoice	03/20/2015 02/28/2015 02/28/2015	Regular CITY HALL- IT SERVICES PW IT SERVICES	0.00 0.00 0.00	235.70 142.85 92.85	60620
00293 <u>285693</u>	DIAL TEMPORARY HELP SERVICES, II Invoice	03/20/2015 03/04/2015	Regular TEMP/HELP GALLAGHER	0.00 0.00	543.60 543.60	60621
01042 <u>INV0018268</u>	FRONTIER COMMUNICATIONS NOR Invoice	03/20/2015 03/07/2015	Regular WELL #8 -TELEPHONE	0.00 0.00	179.74 179.74	60622
01779 <u>INV0018316</u>	GLORIA GREGG Invoice	03/20/2015 03/07/2015	Regular COMMUNITY CENTER REFUND	0.00 0.00	150.00 150.00	60623
00390 <u>INV0018269</u>	GROUNDWATER SOLUTIONS, INC. Invoice	03/20/2015 03/11/2015	Regular WELL PERFORMANCE TRACKING	0.00 0.00	1,897.50 1,897.50	60624
00434 <u>INV0018270</u> <u>INV0018271</u> <u>INV0018272</u> <u>INV0018273</u>	INTEGRA TELECOM OF OREGON, INC Invoice Invoice Invoice Invoice	03/20/2015 03/11/2015 03/11/2015 03/11/2015 03/11/2015	Regular PD- IT & TELEPHONE PW- IT & TELEPHONE PW- IT & TELEPHONE TELEPHONE -COMMUNITY CENTER	0.00 0.00 0.00 0.00 0.00	1,307.55 1,078.82 75.38 59.21 94.14	60625
01344 <u>INV0018274</u>	KRISTI WALLS Invoice	03/20/2015 03/16/2015	Regular PD- MILEAGE TRAVEL MEETING	0.00 0.00	50.09 50.09	60626
01323 <u>11543</u>	LOCAL GOVERNMENT PERSONNEL II Invoice	03/20/2015 02/28/2015	Regular SALARY SURVEY	0.00 0.00	528.00 528.00	60627
01777 <u>INV0018276</u>	LORI TALSMA Invoice	03/20/2015 03/13/2015	Regular REFUND DEPOSIT	0.00 0.00	150.00 150.00	60628
00611 <u>1815034556</u>	MULTNOMAH COUNTY Invoice	03/20/2015 03/05/2015	Regular FLEET SERVICES JAN 15 INSPECTION	0.00 0.00	199.50 199.50	60629
00619 <u>INV0018277</u> <u>INV0018278</u>	MULTNOMAH COUNTY TREAS. Invoice Invoice	03/20/2015 01/31/2015 02/28/2015	Regular COUNTY ASSESSMENT JANUARY 2015 COUNTY ASSESSMENT FEBRUARY 2015	0.00 0.00 0.00	3,829.80 1,787.88 2,041.92	60630
00658	OACA	03/20/2015	Regular	0.00	175.00	60631

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>INV0018281</u>	Invoice	03/20/2015	CONFERENCE REGISTRATION	0.00	175.00	
00249	OREGON DEPARTMENT OF ADMINI	03/20/2015	Regular	0.00	1,701.11	60632
<u>AIA13778</u>	Invoice	03/05/2015	PD- EQUIPMENT RENT- VEHICLES FUEL	0.00	1,701.11	
00695	OREGON DEPARTMENT OF REVENU	03/20/2015	Regular	0.00	11,724.12	60633
<u>INV0018282</u>	Invoice	03/31/2015	STATE ASSESSMENT -LEMLA /UNITARY- J	0.00	5,943.60	
<u>INV0018283</u>	Invoice	02/28/2015	STATE ASSESSMANTS -LEMLA/ UNITARY -	0.00	5,780.52	
00747	PITNEY BOWES	03/20/2015	Regular	0.00	1,266.00	60634
<u>INV0018284</u>	Invoice	03/12/2015	FOLDER/INSERTER + MAIL MACHINE	0.00	1,266.00	
00757	PORTLAND GENERAL ELECTRIC COM	03/20/2015	Regular	0.00	10,843.86	60635
<u>INV0018289</u>	Invoice	03/08/2015	ELECTRICITY -CITY HALL	0.00	3,361.33	
<u>INV0018290</u>	Invoice	03/08/2015	ELECTRICITY- SCHATZ BARN	0.00	37.71	
<u>INV0018291</u>	Invoice	03/08/2015	ELECTRICITY - PD RED CAMERA	0.00	64.00	
<u>INV0018292</u>	Invoice	03/08/2015	ELECTRICITY - IRRIGATION/PARK LANE	0.00	24.13	
<u>INV0018293</u>	Invoice	03/08/2015	ELECTRICITY -PARK CLEONE	0.00	15.69	
<u>INV0018294</u>	Invoice	03/08/2015	ELECTRICITY -FAZZETT PARK	0.00	15.69	
<u>INV0018296</u>	Invoice	03/08/2015	ELECTRICITY -STONE PARK	0.00	16.10	
<u>INV0018297</u>	Invoice	03/08/2015	ELECTRICITY - GRUMDROP PARK	0.00	55.41	
<u>INV0018298</u>	Invoice	03/08/2015	ELECTRICITY - MARILYN'S PARK	0.00	26.38	
<u>INV0018299</u>	Invoice	03/08/2015	ELECTRICITY - FV COMMUNITY PARK	0.00	30.55	
<u>INV0018300</u>	Invoice	03/08/2015	ELECTRICITY- FV WOODS PARK	0.00	22.24	
<u>INV0018301</u>	Invoice	03/08/2015	ELECTRICITY- CITY HALL PARKING LOT	0.00	36.06	
<u>INV0018302</u>	Invoice	03/08/2015	ELECTRICITY 223RD & GLISIAN	0.00	19.18	
<u>INV0018303</u>	Invoice	03/08/2015	ELECTRICITY- BOOSTER PUMP STATION	0.00	535.79	
<u>INV0018304</u>	Invoice	03/08/2015	ELECTRICITY - WELL#5	0.00	606.13	
<u>INV0018305</u>	Invoice	03/08/2015	ELECTRICITY -WELL#6	0.00	104.14	
<u>INV0018306</u>	Invoice	03/08/2015	ELECTRICITY - GLISAN RESERVOIR	0.00	34.12	
<u>INV0018307</u>	Invoice	03/08/2015	ELECTRICITY - WELL#8	0.00	2,275.27	
<u>INV0018308</u>	Invoice	03/08/2015	ELECTRICITY- WELL #9	0.00	1,870.31	
<u>INV0018309</u>	Invoice	03/08/2015	ELECTRICITY INTERLACHEN	0.00	481.32	
<u>INV0018310</u>	Invoice	03/08/2015	ELECTRICITY -BLUE LAKE PS	0.00	88.45	
<u>INV0018311</u>	Invoice	03/08/2015	ELECTRICITY -MARINE DR	0.00	40.66	
<u>INV0018312</u>	Invoice	03/08/2015	ELECTRICITY -FV LAKE PS	0.00	742.73	
<u>INV0018313</u>	Invoice	03/08/2015	ELECTRICITY -SHOP STORAGE	0.00	56.84	
<u>INV0018314</u>	Invoice	03/08/2015	ELECTICITY - SHOP	0.00	208.16	
<u>INV0018315</u>	Invoice	03/08/2015	ELECTICITY COMMUNITY CENTER	0.00	75.47	
	**Void**	03/20/2015	Regular	0.00	0.00	60636
01401	REDFLEX TRAFFIC SYSTEMS	03/20/2015	Regular	0.00	5,500.00	60637
<u>INV0018285</u>	Invoice	02/25/2015	PD RED LIGHT CAMERA EXPENSE	0.00	5,500.00	
01778	SHANNON HOARD	03/20/2015	Regular	0.00	40.25	60638
<u>INV0018286</u>	Invoice	03/05/2015	PD- MILEAGE TRAVEL FOR TRAINING	0.00	40.25	
00932	TICE ELECTRIC COMPANY	03/20/2015	Regular	0.00	214.00	60639
<u>150212</u>	Invoice	03/12/2015	CATHOTIC PROTECTION WELL SERVICE C	0.00	214.00	
00674	U.S. BANKCORP EQUIPMENT FINAN	03/20/2015	Regular	0.00	416.90	60640

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>274004076</u>	Invoice	03/06/2015	KONICA C552 COPIER	0.00	416.90	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	58	26	0.00	176,178.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>58</b>	<b>27</b>	<b>0.00</b>	<b>176,178.96</b>



City of Fairview

# Check Register

Packet: APPKT01426 - 03/23/2015 COURT REFUND RA

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>						
01775	LECA, VICTORIA IOANA	03/23/2015	Regular	0.00	200.00	60646
<u>INV0018257</u>	Invoice	03/19/2015	Leca, V Red Light-Drivers Class dif 3/17/1	0.00	200.00	

**Bank Code US BANK Summary**

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



City of Fairview

# Check Register

Packet: APPKT01414 - 03/17/2015 PO# 15-0004 RA

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>						
01093	CORRPRO COMPANIES, INC	03/17/2015	Regular	0.00	14,400.00	60613
<u>INV0018250</u>	Invoice	03/17/2015	CATHODIC PROTECTION - GLISAN RESER	0.00	14,400.00	

**Bank Code US BANK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	14,400.00
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>14,400.00</b>



City of Fairview

# Check Register

Packet: APPKT01423 - 03/23/2015 COURT REFUND RA

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>						
01771	MURESAN, PETRU VASILE	03/23/2015	Regular	0.00	50.00	60643
<u>INV0018249</u>	Invoice	03/17/2015	Muresan Red Light 2/20 reduced	0.00	50.00	

### Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	50.00
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>50.00</b>



City of Fairview

# Check Register

Packet: APPKT01425 - 03/23/2015 COURT REFUND RA

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>						
01773	LEVOIT, VIOLET	03/23/2015	Regular	0.00	50.00	60645
<u>INV0018253</u>	Invoice	03/19/2015	Levoit Red Light Judge Reduced 3/18/15	0.00	50.00	

**Bank Code US BANK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	50.00
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>50.00</b>



City of Fairview

# Check Register

Packet: APPKT01424 - 03/23/2015 COURT REFUND RA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
01774	LAMPSON, JOHN G	03/23/2015	Regular	0.00	40.00	60644
<u>INV0018255</u>	Invoice	03/19/2015	Lampson, J Speed-Judge reduced 3/18/15	0.00	40.00	

**Bank Code US BANK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	40.00
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>40.00</b>



City of Fairview

# Check Register

Packet: APPKT01422 - 03/23/2015 RE-ISSUE RA

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>						
00522	LES SCHWAB TIRES	03/23/2015	Regular	0.00	150.50	60642
<u>20100396270A</u>	Invoice	02/18/2015	VEHICLE REPAIR -BATTERY & INSTALLATIO	0.00	150.50	

**Bank Code US BANK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	150.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>150.50</b>



City of Fairview

# Check Register

Packet: APPKT01428 - 03/24/2015 UB OVERBILLING REFUND

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	
00629	NACCO MATERIALS HANDLING GRO	03/24/2015	Regular	0.00	10,436.56	60647
<u>INV0018319</u>	Invoice	03/24/2015	REFUND FOR UB OVERBILLING	0.00	10,436.56	

### Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	10,436.56
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>10,436.56</b>