



MAYOR TED TOSTERUD

<i>COUNCIL PRESIDENT STEVE OWEN</i>	<i>COUNCILOR TED KOTSAKIS</i>
<i>COUNCILOR DAN KREAMIER</i>	<i>COUNCILOR NATALIE VORUZ</i>
<i>COUNCILOR STEVE PROM</i>	<i>COUNCILOR BRIAN COOPER</i>

FAIRVIEW CITY COUNCIL AGENDA

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

WEDNESDAY, APRIL 15, 2015

COUNCIL MEETING

1. CALL TO ORDER 7:00 PM
ROLL CALL
FLAG CEREMONY: Girl Scout Troop 45038
PLEDGE OF ALLEGIANCE

2. CONSENT AGENDA 7:05 PM (A)
 - a. Minutes of March 18, 2015 & April 1, 2015
 - b. Authorize the City Administrator to Enter into an Intergovernmental Agreement for Fire and Emergency Services: Resolution 14-2015
 - c. Authorize Supplemental Budget for Fiscal Year 2014-15 – School Zone Signage: Resolution 15-2015
 - d. Authorize the City Administrator to Sign an Agreement with the City of Gresham for Building Inspection Services and Granting the City’s Building Official Authority to Mark Krenz: Resolution 11-2015
 - e. Authorize the City Administrator to Sign a Professional Service Contract for Construction Services for the Village Street Loop Waterline Improvement Project: Resolution 19-2015

3. CITIZENS WISHING TO SPEAK ON NON-AGENDA ITEMS 7:10 PM (I)

4. PRESENTATIONS 7:15 PM (I)

5. CITY ADMINISTRATOR AND DIRECTOR REPORTS 7:15 PM (I)

6. MAYOR/COMMITTEE REPORTS AND COUNCIL COMMENTS 7:30 PM (I)

7. PUBLIC HEARINGS 7:45 PM (A)
 - a. Amending Chapter 2.30 of the Fairview Municipal Code to Reflect Updates to City Record Retention Schedules Under State Law: Ordinance 7-2015
2nd Reading - Public Hearing & Council Vote
(Devree Leymaster, City Recorder)
 - b. Adding Chapter 12.50 and Amending Chapter 12.30 of the Fairview Municipal Code to Prohibit Smoking, Vaping and the Use of Tobacco Products: Ordinance 8-2015
2nd Reading - Public Hearing & Council Vote
(Samantha Nelson, City Administrator)
 - c. Amending the Fairview Municipal Code to Reduce the Speed Limit in the Fairview Village from 25 mph to 20 mph: Ordinance 9-2015
2nd Reading - Public Hearing & Council Vote
(Ken Johnson, Police Chief & Allan Berry, Public Works Director)

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- 8. COUNCIL BUSINESS 8:00 PM (A)
 - a. Appointing a Member to the Fairview Park & Recreation Advisory Committee (PRAC): Resolution 17-2015
 - b. Appointing a Member to the Fairview Arts & Community Events Advisory Committee (ACEAC): Resolution 18-2015

- 9. ADJOURNMENT 8:15 PM (A)



Ted Tosterud, Mayor

April 9, 2015

Date

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

NEXT COUNCIL WORK SESSION IS MAY 6, 2015
NEXT REGULAR COUNCIL MEETING IS MAY 20, 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. Go to the Playlist tab and select Municipal Meetings. Further information is available on our web page at www.fairvieworegon.gov or by calling 503.665.7929. The meeting location is wheelchair accessible. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to 503.665.7929.

**MINUTES
CITY OF FAIRVIEW
CITY COUNCIL**

March 18, 2015

Council Members

Ted Tosterud, Mayor
Dan Kreamier
Steve Prom
Steve Owen
Ted Kotsakis (Excused)
Natalie Voruz
Brian Cooper

Staff

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

COUNCIL MEETING (7:00 PM)

1. CALL TO ORDER

ROLL CALL
PLEDGE OF ALLEGIANCE

2. CONSENT AGENDA

- a. Minutes of February 28, 2015 & March 4, 2015
- b. Authorize the City Administrator to sign a Professional Services Contract for Engineering and Related Professional Services for the Bridge Street and Creekside Terrace Sewer Rehabilitation Design Project: Resolution 13-2015
- c. Authorize the City Administrator to sign a Professional Services Contract for the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System 2015 Permit Renewal and Consolidated Stormwater Master Plan Update: Resolution 12-2015

Councilor Kreamier moved to approve the consent agenda and Councilor Prom seconded. The motion passed unanimously.

AYES: 6
NOES: 0
ABSTAINED: 0

3. CITIZENS WISHING TO SPEAK ON NON-AGENDA ITEMS

Peter Tuomala, Portland, OR requested Council defer the permit and business license fees associated with the Farmers' Market and allow access to city hall restrooms in lieu of having to pay for a portable restroom. Mr. Tuomala remarked in the past few years he has had to personally subsidize the Market to keep it running and he is unable to do so this year. He requires assistance to keep the Farmers' Market open for the community.

Councilor Cooper asked if Mr. Tuomala had inquired about using the Providence property and how many days the Market is open. Mr. Tuomala replied he did contact Providence and nothing came of it. The market is open 27 to 29 days.

Councilor Kreamier inquired how many vendors he had signed up for this year's Market. Mr. Tuomala answered 10 to 12 vendors.

Councilor Owen asked what costs were applicable to Mr. Tuomala's request. City Recorder Leymaster replied the Farmers' Market meets the criteria for a 50% reduction in permit fees according to the Event Fee Waiver Policy adopted by City Council. His costs should not exceed \$250. Mr. Tuomala indicated the cost for the portable restroom is \$92 to \$106 per month.

Councilor Owen inquired if there were concerns for after hour access to city hall. City Administrator Nelson replied there are security concerns. Typically, city hall is not open after hours unless there is a staff person present. The city closes city hall during its own events and rents portable restrooms for security and infrastructure concerns. The plumbing system is not designed for the high level of use an event can require.

Councilor Owen proposed waiving the permit fees if Mr. Tuomala would supply the portable restroom. Mr. Tuomala replied he could do that.

Council President Owen moved to waive associated permit fees for the Farmer's Market (up to \$300) and Councilor Cooper seconded. The motion passed unanimously.

AYES: 6

NOES: 0

ABSTAINED: 0

4. PRESENTATIONS

None.

5. CITY ADMINISTRATOR AND DIRECTOR REPORTS

City Administrator Nelson reported the following.

- Deadline for Parks & Recreation (PRAC) and Arts & Community Events (ACEAC) Advisory Committees is April 3, 2015. To date 1 application has been received for ACEAC and 3 applications for PRAC.
- The Proposed Budget for Fiscal Year 2015-16 will be released to the Budget Committee by 5:00 PM on April 6, 2015 and to the public on April 7, 2015. The first Budget meeting is April 13, 2015 at 6:30 PM, with continued meetings April 20 and 27, 2015.
- The next Council meeting is a Work Session on April 1, 2015 at 6:30 PM. It will include active shooter training.

6. MAYOR/COMMITTEE REPORTS AND COUNCIL COMMENTS

Councilor Cooper commented on the upcoming Litter Walk along Fairview Parkway organized by Friends of Fairview on March 21 and the Community Blood Drive at City Hall on March 26.

Councilor Voruz noted Fairview's 2015 Easter Egg Hunt is Saturday, April 4 at Community Park. Volunteers are still needed, if interested contact City Recorder Devree Leymaster.

Councilor Prom reported the information discussed at the February 19 PRAC meeting. In discussing review of the Recreation Plan the emphasis was on creating and adding opportunities for youth. Ideas included requesting the hiring of a part-time Recreational Director or redirecting an existing staff person to the position; utilizing interns for aspects of a program; and tying in with the Troutdale program. PRAC was pleased the Council Neighbor Fairs in the Park will be returning this summer.

Mayor Tosterud noted attending many meetings; including Troutdale City Council. The Troutdale City Council will vote on the Multnomah County Sheriff Office law enforcement service contract on March 24.

7. PUBLIC HEARING

- a. Amending Chapter 19.80 of the Fairview Municipal Code by Allowing Medical Marijuana Facilities and Marijuana Retail Premises as a Conditional Use in Light Industrial Zone: Ordinance 1-2015

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

Council President Owen moved to approve Ordinance 1-2015 and Councilor Cooper seconded. The motion passed unanimously.

AYES: 6

NOES: 0

ABSTAINED: 0

- b. Adding Chapters 9.06 to the Fairview Municipal Code to Prohibit the Sale of E-Cigarettes and Other Items to Minors and Declaring an Emergency: Ordinance 2-2015

City Recorder Leymaster read the second reading of the ordinance by title. City Administrator Nelson clarified the proposed ordinance is to prohibit sales to youth. At Council's request a separate ordinance refers to use on city property. Mayor Tosterud opened the public hearing. There was no public comment. Mayor Tosterud closed the public hearing.

Council President Owen moved to approve Ordinance 2-2015 and Councilor Prom seconded. The motion passed unanimously.

AYES: 6

NOES: 0

ABSTAINED: 0

9. COUNCIL BUSINESS

- a. Amending Chapter 2.30 of the Fairview Municipal Code to Reflect Updates to City Record Retention Schedules under State Law: Ordinance 7-2015

City Recorder Leymaster read the first reading of the ordinance by title. There were no questions.

- b. Adding Chapter 12.50 and Amending Chapter 12.30 of the Fairview Municipal Code to Prohibit Smoking, Vaping and the Use of Tobacco Products: Ordinance 8-2015

City Recorder Leymaster read the first reading of the ordinance by title. City Administrator Nelson remarked this ordinance prohibits smoking, vaping, and use of tobacco products on all city-owned property, except in designated areas.

- c. Amending the Fairview Municipal Code to Reduce the Speed Limit in the Fairview Village from 25 mph to 20 mph: Ordinance 9-2015

City Recorder Leymaster read the first reading of the ordinance by title. Chief Johnson summarized results of a recent traffic study complied with the criteria in the Oregon Revised Statute (ORS) to permit the reduction of the speed limit by 5 mph (25 mph to 20 mph) in the Village.

Councilor Kreamier noted he supports the reduction and inquired about outreach to residents and businesses. Chief Johnson replied there was no direct outreach besides the Council agendas and packet

information; however, the police have received several requests to reduce the speed limit over the passage of time. Councilor Kreamier asked if traffic study in Old Town has begun or been scheduled. Chief Johnson answered to date Council has not directed staff to do so.

Chief Johnson commented they will begin a public outreach and education program prior to the reduction. Studies show that drivers reduce their normal speeds by 5 mph when a reduction is implemented. There will be mph signs posted at each of the entrances into the Village and in strategic locations i.e. by the post office. Outreach to Village residents, and city-wide, will be done via the newsletter mailed with the utility bills and city web page. Additional temporary signage indicating the change will also be posted.

Councilor Cooper noted he attended an HOA meeting and heard concerns regarding the red curb “no” parking areas. Chief Johnson replied parking issues are coming to Council for review in May.

10. ADJOURNMENT

Council President Owen moved to adjourn the meeting and Councilor Cooper seconded. The motion passed, and the meeting adjourned at 7:38 PM.

AYES: 6
NOES: 0
ABSTAINED: 0

Devree Leymaster
City Recorder

Ted Tosterud
Mayor

Date of Signing

A complete recording of these proceedings is available. Contact the City of Fairview Administration Office, 1300 NE Village St., Fairview, OR 97024.

**MINUTES
CITY OF FAIRVIEW
CITY COUNCIL**

April 1, 2015

Council Members

Ted Tosterud, Mayor
Dan Kreamier
Steve Prom
Steve Owen
Ted Kotsakis
Natalie Voruz
Brian Cooper (Excused)

Staff

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

COUNCIL MEETING (7:00 PM)

1. CALL TO ORDER

ROLL CALL
PLEDGE OF ALLEGIANCE

2. PRESENTATIONS

a. Red Light Camera 2.5 Year Review

Chief Johnson presented a review of the Intersection Safety Program (Photo Red Light Program).
(*Exhibit A'*)

Councilor Cooper joined the meeting via conference call at approximately 7:15 PM.

3. COUNCIL BUSINESS

a. Authorize the City Administrator to Extend or Terminate the Red Light Camera Contract

City Administrator Nelson summarized the contract requirements with RedFlex have been fulfilled and the contract is terming. It will continue for an additional term of one year (up to 5 years), but may be ceased at any time with no penalty or fees with a 30-day written notice. The city must notify RedFlex of its intent to not exercise its right to continue the contract by April 1.

Council President Owen moved to extend the Red Light Camera contract for one year and Councilor Kotsakis seconded.

Councilor Cooper commended the Fairview Police Department for the integrity of the system and commented the red light cameras are doing as intended. Crashes, injuries and citations are down. There was an indirect benefit of accomplishing a Council goal of having two officers on duty twenty-four, seven by hiring an additional officer to patrol the city utilizing red light camera revenue.

Council President Owen commented some business owners perceive the cameras as the cause of a down turn in traffic and patronage, but the data indicates the cameras are working and traffic flow increased, not decreased. Business issues may be a result of normal competitive spirit. The evaluation to issue a citation is thoughtful and errors on the side of the driver; issuance is not revenue driven. From a data perspective he supports the system and its continuation and encouraged other Councilors to state their reasons if not supporting the contract renewal.

Councilor Kotsakis requested the vote be by roll call and that the Outlook reporter delve into the issue and print the facts. Councilor Kotsakis shared the following comments. Each Councilor is not making a personal vote, but a vote for the city and citizens. Since the cameras were installed there has been a significant reduction in citations. Though some outside data suggests increased rear end collisions with camera use; this particular intersection and cameras has not created any rear end collisions. No complaints from citizens have been heard at a Council meeting. The data shows traffic flow has not been reduced, which was a concern for businesses that it would be. Red light cameras do not make any citizen give revenue to Fairview and law abiding citizens will not pay anything. Enough revenue was generated to allow hiring another officer twenty four/seven, increasing public safety city wide via violations. At the Mayor's Community Meeting about photo radar in school zones, not one citizen complained. Our citizens are more concerned about safety of kids and reduced accidents than they are about cameras. Research shows once the cameras are removed violations and accidents will return to levels prior to the cameras. By taking away the cameras the city could be considered liable for creating an accident scenario. The city has significant projects in years ahead, removing the cameras and using reserves to fund the additional officer is not good financial stewardship and would result in a loss of a quarter million in funds. In summary, each individual driving through the intersection is in control of whether they get a citation. The system is lenient and errors on the side of the driver. There is no cost to the city.

Council Voruz remarked one of her concerns is the failure to provide independent data. The research she has done shows a different picture than what has been presented. The three cities are exploring a future Halsey Corridor. This intersection would be the entrance to that corridor, and she is concerned the cameras would not be welcoming. The Mayor's Community Meeting had approximately fifteen people present. She doesn't feel that is an adequate representation to base the public's approval or disapproval. During her campaign she spoke with many citizens who were opposed to the cameras. Councilor Voruz inquired what the anticipated red light camera revenue and cost for a fully loaded officer is in the coming year. City Administrator Nelson replied the anticipated gross revenue is \$160,000 and the approximate cost for fully loaded (salary and benefits) officer is \$125,000.

Councilor Prom commented as a Chiropractor the majority of his patients seek therapy due to vehicular accidents. The national statistics indicate rear end collisions increase when red light cameras are present. People react differently to a red light intersection and distracted drivers cause accidents. Some people will accelerate to try and beat the flash. Council needs to look at all of the statistics. Councilor Prom noted he believes the cameras have always been about revenue and not safety. During his time on the Public Safety Advisory Committee (PSAC) the primary goal was to find ways to increase funding for the Police Department. To his knowledge the intersection has never been classified as dangerous. The cameras were placed because it was a convenient source of revenue.

Councilor Kotsakis clarified his "quarter million" comment was referring to the compounded effect of the cost of an officer and loss in revenue. He also noted that during his two years as Chair of PSAC the committee's focus was never about revenue.

Councilor Kreamier summarized there is data to support and oppose the use of red light cameras and the data can be skewed to meet the position of each side. The data presented indicates traffic flow increased at the intersection, but traffic flows at other intersections were not presented. It could be traffic flows at other intersections increased exponentially compared to Fairview Parkway. He noted there are dedicated funds for a lot of the upcoming projects and Council just approved a 4% rate increase for water, storm, and sewer rates to help bolster those funds as well. He agreed with Councilor Voruz that cameras at a potential gateway for the Halsey Corridor would not be welcoming and not beneficial to the economic project.

Mayor Tosterud shared a citizens concern, received via email, that Halsey would be known as a camera corridor with the red light cameras and school zone photo radar. Mayor Tosterud remarked he believed having the cameras and radar in such close proximity, 300 feet, could be a detriment to Fairview. He does not support extending the contract.

Mayor Tosterud called for the question and requested a roll call vote. The motion failed.

AYES: 2 – Councilor Cooper, Councilor Kotsakis and Council President Owen
NOES: 5 – Councilor Kreamier, Councilor Prom, Councilor Voruz and Mayor Tosterud
ABSTAINED: 0

Councilor Cooper disconnected from the conference call.

4. ADJOURNMENT

Councilor Prom moved to adjourn the meeting and Council President Owen seconded. The motion passed, and the meeting adjourned at 7:45 PM.

AYES: 6
NOES: 0
ABSTAINED: 0

WORK SESSION

Council President Owen (Excused) and Councilor Kotsakis (Absent) were not present for the Work Session.

1. CALL TO ORDER

Mayor Tosterud called the Work Session to order. There was a brief discussion regarding Council attendance and participation by phone. City Administrator Nelson reported the current Council Rules are silent regarding conference calls, but staff is preparing language for Council to review at the May 6 Work Session.

2. BANKING SERVICE UPDATE

Deputy Finance Director Lesa Folger presented an update regarding the Banking Services Request for Proposal (RFP). (*Exhibit B'*) After evaluating each of the five responses on a hundred point scale, two of the responders, Wells Fargo and Bank of the West, are being invited to provide demonstration next week. Online payments and web based billing will be included in the services provided by the new vendor.

3. SCHOOL ZONE SIGN UPDATE

City Administrator Nelson reported staff reached out to Brian Vincent, Multnomah County Engineer after significant research and because most of the sign installations would be in the County right-of-way. The County is supportive of installing or upgrading existing school zone signage and has offered to do the installation and purchasing for the project. For optimal safety, the County recommends blinking light beacons and “your speed is” signs be installed at the 8 school zone locations. City Administrator Nelson reviewed the proposal and estimated \$66,000 bid cost. Council has already approved the use of \$28,000 from reserves and staff recommends utilizing street funds for the remaining cost.

Councilor Kreamier clarified revenue from the school zone photo radar can be dedicated to refund the street fund for the expense. City Administrator Nelson replied yes, Council can dedicate where the revenue is allocated.

Mayor Tosterud proposed only installing flashing lights at locations 1 and 2 since locations 4 through 8 already have flashing lights and locations 3 and 4 is where the photo radar will be located, to reduce the cost. Councilor Voruz inquired when the photo radar pilot project is expected to be active. City Administrator Nelson replied by the end of the year.

Councilor Prom remarked “your speed is” signs are the main deterrent to speeding and supported installing all the signs. Councilor Kreamier agreed; should do all at on one time; cost will only increase with time.

City Administrator Nelson requested direction from Council to prepare a supplemental budget amendment to fund the project. Council agreed to move forward with the project and preparing the supplemental budget amendment.

4. PROPOSED FIRE SERVICE CONTRACT UPDATE

City Administrator Nelson summarized the 4-Cities IGA for Gresham Fire and Emergency Services terms in June. The 3-Cities have been working together to negotiate a proposal for a new Fire and Emergency Service contract. Prior to beginning to negotiate the Gresham IGA the 3 Cities solicited Portland State University (PSU) to conduct an independent service study to explore different options including not continuing with Gresham. The study indicated Gresham is providing a high quality service at the best cost. PSU examined two years of Bureau of Emergency Communications (BOEC) data. It was revealed during the study that areas by Fairview Lake and on the east side of Troutdale received slower response times. The data was not detailed enough to indicate why. One assumption is the geography the trucks have to navigate (steep hills) and the other distance, when trucks from a nearer station are called out and trucks from a farther station have to respond. Following the review of the study the 3-Councils directed staff and council representatives to negotiate a contract with Gresham.

At the beginning of the negotiations a rate of \$1.80 per \$1,000 Tax Assessed Value (TAV) was proposed; following negotiations the current rate is \$1.32 per \$1,000 TAV with a step increase for year 2 to \$1.56 per \$1,000 TAV. The proposal also includes a 2.5 % to 4.5% annual cost increase over the preceding year based on an average of the Consumer Price Index (CPI) and labor costs. Three city residents will pay slightly less than Gresham residents; however, the 3-Cities overall demand is less than Gresham's. Other items negotiated included requiring a series of reports be provided to each of the city's on a monthly basis, frequent reporting to the Councils, a *Standard of Service* document be prepared and reviewed with the Council's and Fire User Board, a two year opt out termination provision, and if an adjoining city were to opt out the contract would remain in force for the remaining cities, but Gresham could provide notice to renegotiate the contract.

City Administrator Nelson noted the Multnomah County contract with American Medical Response (AMR) requires fire be called out first; at this time there is no service option to change this. Part of Gresham's ability to keep costs down is they operate 3-person trucks (1 is a paramedic). The best practice standard is to operate 4-person trucks; however, the fire union has approved the 3-person staffing and their service delivery model is working. Some of the Troutdale Councilor's are interested in creating their own department and they may request funding assistance from Fairview for a feasibility study.

Councilor Prom inquired if the Veteran Affairs (VA) facility will pay property taxes and what the impact of properties within the Vertical Housing Deferral Program (VHDP) would be. City Administrator Nelson replied the VA property and building is owned by a private organization and is leased to the VA, so property taxes will be assessed and only the assessed values of the buildings within the VHDP that meet the program criteria will benefit from the deferral.

5. REVIEW COUNCIL GOALS DOCUMENT (FISCAL YEAR 2015-2016)

Councilor Kreamier proposed deferring prioritizing the goals until after budget. Council agreed.

City Administrator Nelson noted the Council meetings with the Advisory Committee's to review their work plans for Fiscal Year 2015-16 should be scheduled prior to the beginning of the Fiscal Year (July 1). She also remarked that with the termination of the Red Light Cameras one officer position will be eliminated from the proposed budget. Staff will prepare a decision packet to use reserves to fund the position for the Budget Committee's consideration. Decision packets were used last year to fund items using reserves.

6. ADJOURNMENT

Mayor Tosterud adjourned the Work Session at 8:55 PM.

Exhibits A & B are included in the website packet and will be included in the final record. To save paper they are not included with the printed packet. Please let me know if you would like a printed version of the Exhibits.

Devree Leymaster
City Recorder

Ted Tosterud
Mayor

Date of Signing

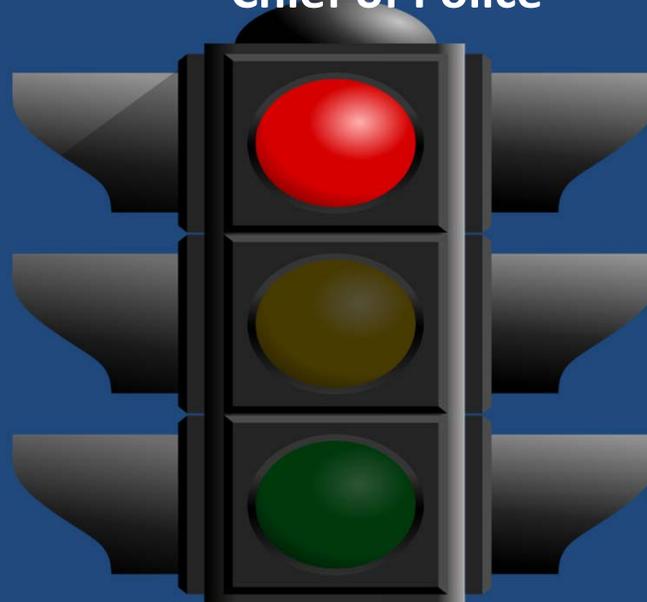
A complete recording of these proceedings is available. Contact the City of Fairview Administration Office, 1300 NE Village St., Fairview, OR 97024.

CITY OF FAIRVIEW
INTERSECTION SAFETY PROGRAM
(PHOTO RED LIGHT)
UPDATE AND REVIEW

(Abbreviated from March 4, 2015 Report)

April 1, 2015

By: Kenneth D. Johnson
Chief of Police



REMINDER:

- **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**

Reasons for Rejection by Officer

- Driver not RO- (gender mismatch)
- DOB of RO does not match driver
- Sun glare
- Vehicle stopped past 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

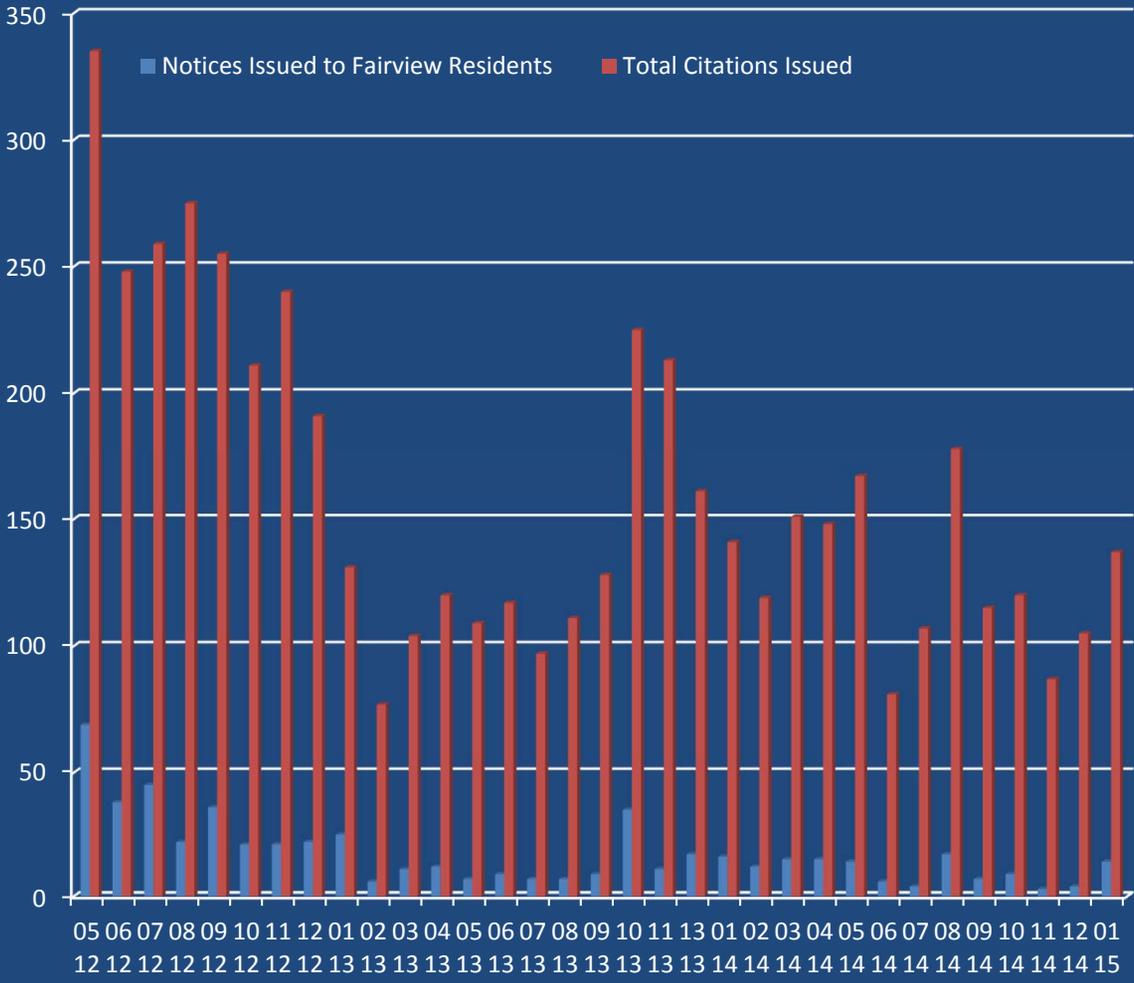
First Six Months Compared to Last Six Months- Total Citations

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

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

Fairview Residents Compared to Total



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

TRAFFIC COUNT

- **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**

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

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

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

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**

ACCIDENT DATA

2011	
5 accidents:	5 people injured
Rear end (following too closely)	
Eluding 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)	

CLOSE CALLS



CLOSE CALL



85 MPH AND DUII



CRASH: NOV- 2014



FAI FPHA 01

TYPICAL CITED VIOLATION



TYPICAL CITED VIOLATION



TYPICAL REJECTED



GOOD EXAMPLE OF BAD STOP BUT REJECTED



LEFT TURN- REJECTED



FAI FPHA 01

ROLLING STOP BUT REJECTED



GOOD EXAMPLE OF PANIC STOP BUT REJECTED



CONCLUSION

- 1ST 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

THANK-YOU

QUESTIONS?



City of Fairview Bank Services Selection Update





Banking Overview

- US Bank
- First Community Credit Union (CD)
- Local Government Investment Pool (LGIP)



Objectives

- Increase Service Level to Customers
 - Automatic Payment
 - Online Payments Free of Charge
 - Web-Based Bill Presentment
- Increase Efficiencies for the City
 - Electronic Deposit
 - Electronic Acceptance of Bill Pay Transactions



RFP Responses

- Wells Fargo
- Bank of the West
- Columbia Bank
- Washington Federal
- US Bank

Evaluation

Overall Score

Bank of The West	Wells Fargo	US Bank	Columbia Bank	Washington Federal
82	81	78	71	69

Proposed Cost

Bank of The West	Wells Fargo	US Bank	Columbia Bank	Washington Federal
\$ 3,343.86	\$ 4,230.50	\$ 2,688.06	\$ 7,940.07	\$ 4,371.74



Moving Forward....

- Demonstrations the week of April 6th
- Selection completed week of April 13th
- Resolution to Council at May meeting
- Conversion & Implementation

Questions?



FAIRVIEW CITY COUNCIL
AGENDA ITEM TYPE: DECISION



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

Meeting Date: April 15, 2015

Agenda Item Number: 2.b.

Staff Member: Samantha Nelson

Department: Administration

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. Resolution 14-2015 Authorizing the City Administrator to sign an Inter-Governmental Agreement with the City of Gresham for Fire and Emergency Services for the City of Fairview

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.

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. Approve 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

Published notices of topic on City Council Work Session held on April 1, 2015. Mayor Tosterud advised Mayor Roundtable attendees of topic at March 2015 meeting.

NEXT STEPS

Inter-governmental will be formally signed and submitted to City of Gresham for final approval by City of Gresham City Council.

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

Website: www.fairvieworegon.gov

**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:

	2015/2016
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 1st 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

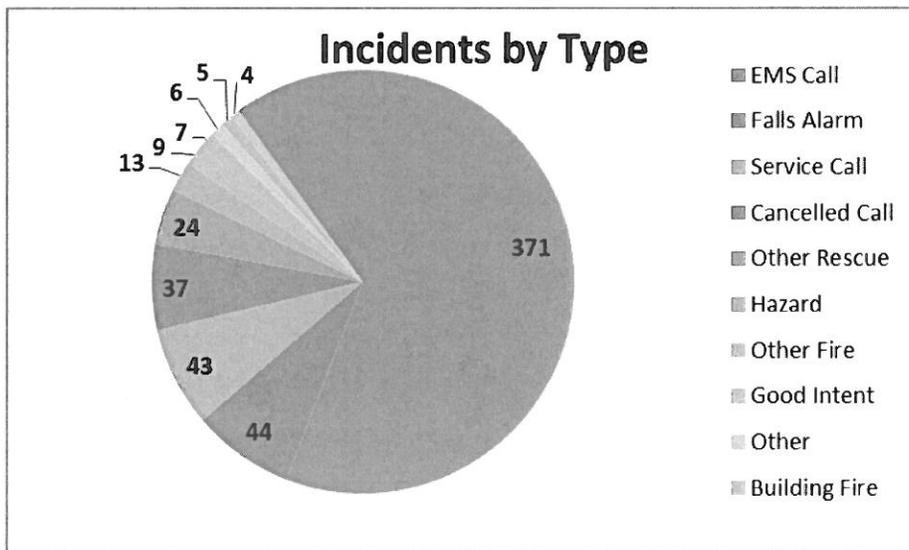
City of _____

For the Period July – December 2014

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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

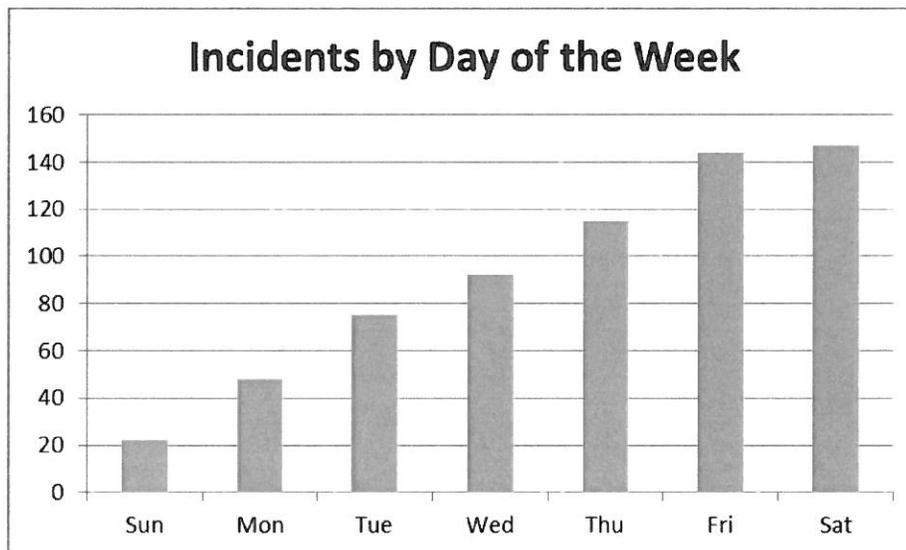


Summary of Incidents by Incident Type for the period July – December 2014

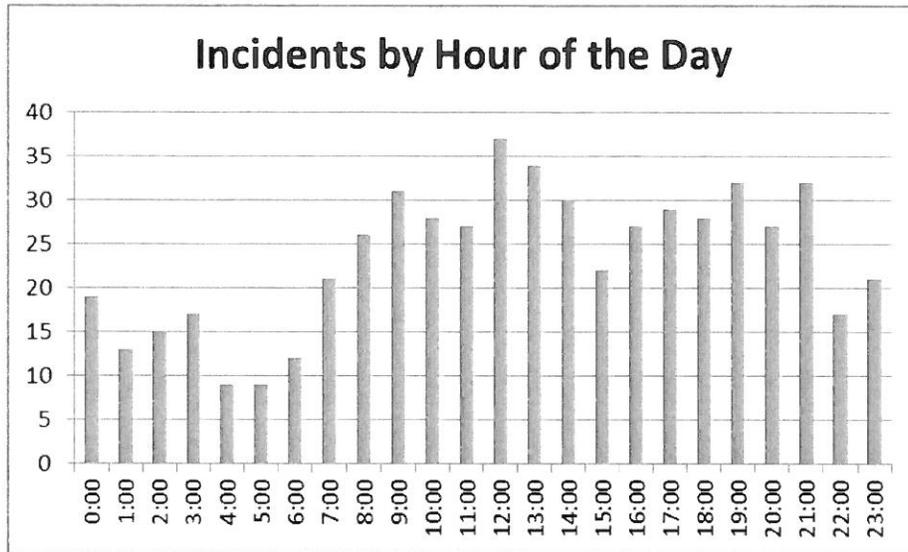
Type	Description	Count
	Not Type-coded	4
111	Building fire	5
131	Passenger vehicle fire	1
132	Road freight or transport vehicle fire	2
135	Aircraft fire	1
1401	Bark Dust Fire	5
142	Brush or brush-and-grass mixture fire	1
143	Grass fire	2
150	Outside rubbish fire, Other	1
300	Rescue, EMS incident, other	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

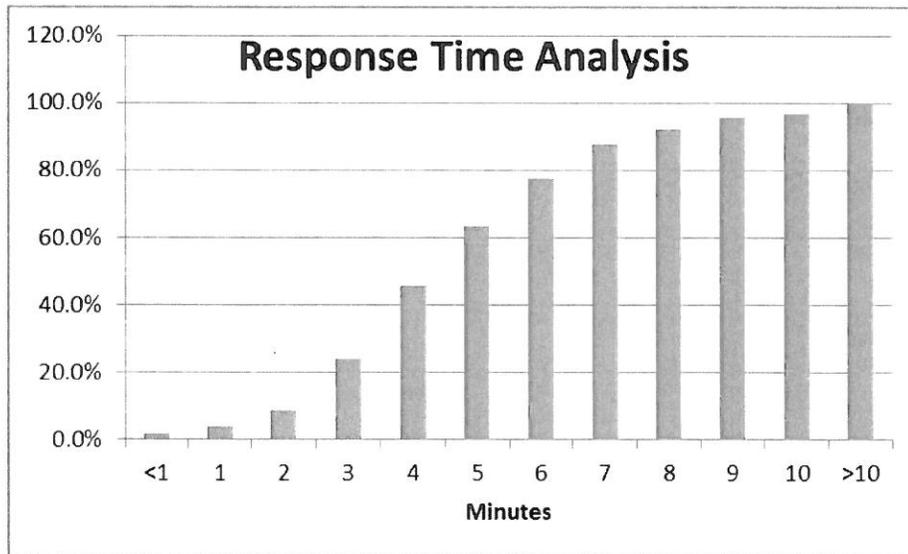


Incident Count by Hour of the Day, for the period July – December 2014



Response Time Analysis for the period July – December 2014

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



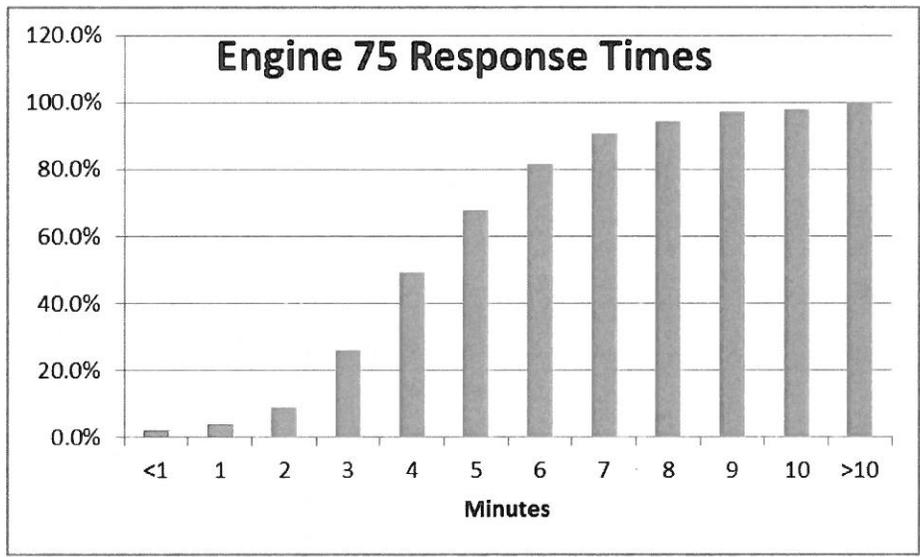
Response Time Table for the period July – December 2014

Minutes	Count	Cumulative %
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<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.



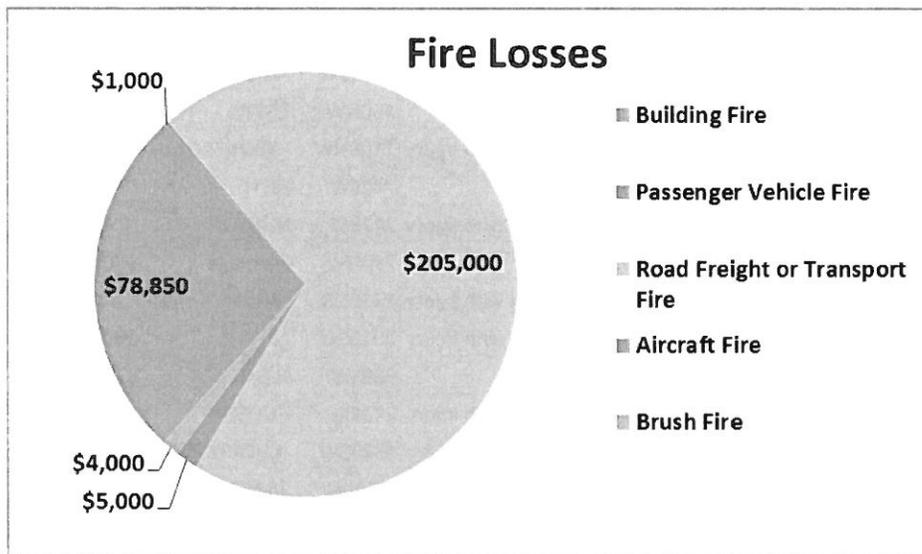
Engine 75 Response Time Table for the period July – December 2014

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

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

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.



RESOLUTION

(14 - 2015)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR FIRE AND EMERGENCY SERVICES.

WHEREAS, Gresham and the City of Fairview, under the authority of ORS Chapter 190, desire to enter into an agreement for the provision of fire and emergency services to the territory within the city limits of Fairview; and

WHEREAS, these fire and emergency services will be provided through the City of Gresham's Fire and Emergency Services Department (GFES); and

WHEREAS, the City has determined that GFES has the resources needed to provide quality and professional fire and emergency services to Fairview; and

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

WHEREAS, all 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, after thorough research and good faith negotiations, the City of Gresham agrees to provide fire and emergency services in accord with this agreement attached as Exhibit A, effective July 1, 2015 and remaining in effect until June 30, 2025.

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

Section 1 The Fairview City Council hereby authorizes the City Administrator to enter into an Intergovernmental Agreement for Fire and Emergency Services with the City of Gresham with an effective date of July 1, 2015 and expiring on June 30, 2025, with all terms and agreements as attached in Exhibit "A".

Section 2 This resolution is and shall be effective from the day of its passage.

Resolution adopted by the City Council of the City of Fairview, this 15th day of April, 2015.

Mayor, City of Fairview
Ted Tosterud

ATTEST

City Recorder, City of Fairview
Devree Leymaster

FAIRVIEW CITY COUNCIL
AGENDA ITEM TYPE: DECISION



Supplemental Budget Transfer of Appropriations
For:
Enhanced Signage to Increase School Zone Safety

Meeting Date: April 15, 2015

Agenda Item Number: 2.c.

Staff Member: Samantha Nelson

Department: Administration

REQUESTED COUNCIL ACTION

At Council direction provided on April 1, 2015, approve Supplemental Budget Transfer of Appropriations to facilitate the purchase and 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. Resolution 15-2015 Supplemental Budget Transfer of Appropriations
- B. Fairview School Zone Safety Memo from Multnomah County

BACKGROUND

Per Council direction, PW Director Berry evaluated a variety of 'your speed is' and school zone speed safety options. A majority of the identified areas are on County roads and within the County right of way. A couple identified locations are in the right of way belonging to the City of Gresham. After independently conducting a significant amount of research, Director Berry requested additional information from colleague, Brian Vincent of Multnomah County Transportation. Specifically requested were recommendations regarding signage, vendors, estimated costs, etc. Director Berry requested Mr. Vincent provide 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

At its’ April 1, 2015 work session, a quorum of the Council met and reviewed the attached information. The Council subsequently directed staff to move forward and present the attached budget amendment for consideration of approval at the April 15, 2015 City Council Regular Meeting.

Due to these unanticipated expenses related to school zone signage improvements for Fiscal Year 2014-15 budget amendments are needed to comply with Local Budget Law (ORS 294.305 and 294.565) requirements.

Periodically during the fiscal year, it is necessary to transfer appropriations between existing appropriation categories; e.g. Personnel Services, Materials and Services, Inter-fund Transfers, Capital Outlay, and Other Requirements. Transfers between appropriations to adjust categories to reflect actual expenditures without changing budgeted resources or requirements; i.e. the net fiscal effect on the overall budget is zero.

Local budget law, ORS 294.463, authorizes such transfers within a fund when authorized by resolution of the governing body. The attached resolution accomplishes the above mentioned changes as requested.

ALTERNATIVES

1. Approve the budget amendment as presented enabling staff to move forward in partnership with Multnomah County for sign purchases and installation as detailed.
2. Direct staff to proceed with a number of signs less than the (8) proposed and provide specified locations for sign installation.
3. Not approve funding for school zone signage improvements; thus eliminating sign improvements.

BUDGET/FISCAL IMPACTS

Current Year Budget Impacts:

Total Cost: \$66,600 or \$8,325 total cost per sign. The Supplemental Budget to fund the installation of four (4) flashing beacons and eight (8) driver feedback signs is as follows:

General Fund:

Contingency		(\$28,000)
Police Department Traffic Safety Improvements	\$28,000	

Street Fund:

Materials & Services: Contract Services		(\$10,000)
Capital Outlay: Street Improvements		(\$20,600)
Traffic Calming	\$30,600	

The FY 2014-15 budget currently includes \$7,800 in Traffic Calming funds for two driver feedback signs originally designated for Fairview Parkway. These funds will be utilized to fund signs in school zones as described.

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 the supplemental budget is approved staff will move forward in completing the agreement with Multnomah County for purchase and installation of improved signage. If funding is not approved, staff will notify the County to halt all work on signage improvement agreement and plans.

FROM

Samantha Nelson, City Administrator

REVIEWED THROUGH

Heather Martin, City Attorney

FOR MORE INFORMATION

Staff Contact: Samantha Nelson, City Administrator

Telephone: 503-674-6221

Staff E-Mail: nelsons@ci.fairview.or.us

Website: www.fairvieworegon.gov



RESOLUTION
(15- 2015)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING A
SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2014-15**

WHEREAS, the City of Fairview has unanticipated expenses related to improved signage in school zones in Fairview; and

WHEREAS, the budget changes provided herein do not change any fund by 10% or more from the adopted Fiscal Year 2014-15 Budget and in fact only transfers current allocations within the General Fund and the Street Fund, but not across funds; and

WHEREAS, the changes to the FY 2014-15 Budget as proposed here do not impact the total authorized expenditures of any fund; and

WHEREAS, a resolution to accept the transfer of budgeted appropriations within the City of Fairview FY 2014-15 Budget is necessary to continue to manage distribution of those resources and expenditures and to maintain compliance with ORS 294.471(3)(a) and 294.463.

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

Section 1 The City Council identified a need to improve school zone signage to improve traffic safety and after reviewing options approved the improvements attached as Exhibit B totaling \$66,600. To effectuate these improvements, the Fairview Council hereby authorizes the following transfers of appropriations in the FY 2014-15 Budget:

General Fund:	
Contingency	(\$28,000)
Police Department Traffic Safety Improvements	\$28,000
Street Fund:	
Materials & Services: Contract Services	(\$10,000)
Capital Outlay: Street Improvements	(\$20,600)
Capital Outlay: Traffic Calming	\$30,600

Section 2 This resolution is and shall be effective from the day of its passage.

Resolution adopted by the City Council of the City of Fairview, this 15th day of April, 2015.

Mayor, City of Fairview
Ted Tosterud

ATTEST

City Recorder, City of Fairview
Devree Leymaster

Date

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.

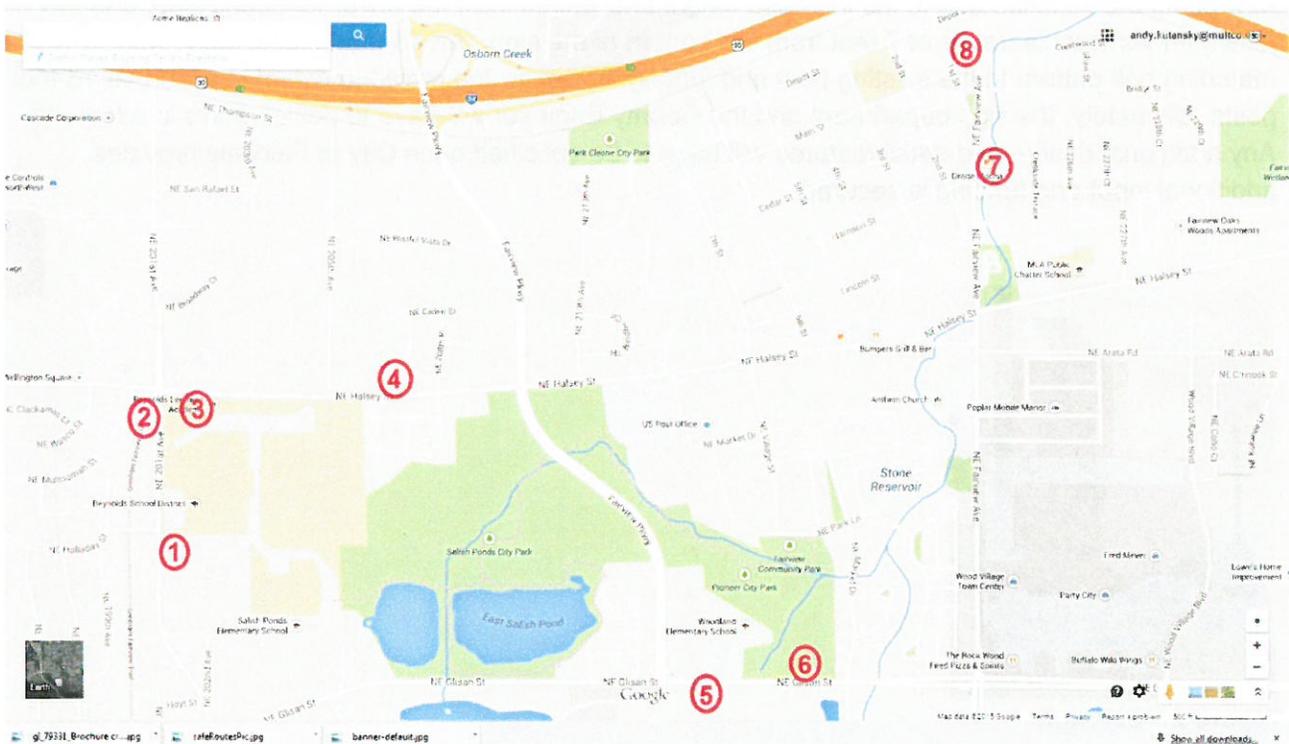


Figure 1 - Sign Locations

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.mullenberg@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				
Locations 5 thru 8: New posts and Driver Feedback Sign. Extg AC power, signs, and beacons				
ITEMS OF WORK AND MATERIALS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	
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	
		SUBTOTAL:		56,672.34

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				
Locations 5 thru 8: New posts and Driver Feedback Sign. Extg AC power, signs, and beacons				
ITEMS OF WORK AND MATERIALS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	
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	
		SUBTOTAL:		58,475.48

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

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 SCH)	-	-	\$ -	\$ -
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 SCH)	-	-	\$ -	\$ -
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
SUBTOTAL:				56,672.34

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
SUBTOTAL:				58,475.48

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)
 Extlg Post type: Wood
 Extlg 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"
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)
 Extlg Post type: Wood
 Extlg 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"
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)
 Extlg Post type: Wood
 Extlg 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"
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)
 Extlg Post type: Wood
 Extlg 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"
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)
 Exig Post type: Aluminum 4"
 Exig Power: YES
 Access to power: YES
 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: Exig 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)
 Exig Post type: Aluminum 4"
 Exig Power: YES
 Access to power: YES
 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: Exig 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)
 Exig Post type: Wood 4x6
 Exig Power: YES
 Access to power: YES
 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: Exig 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)
 Exig Post type: Wood 4x6
 Exig Power: YES
 Access to power: YES
 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: Exig post not tall enough, nor rated properly, to fit driver feedback sign
 Reuse "School" and "Speed 20" signs
 Add new "When Flashing" sign

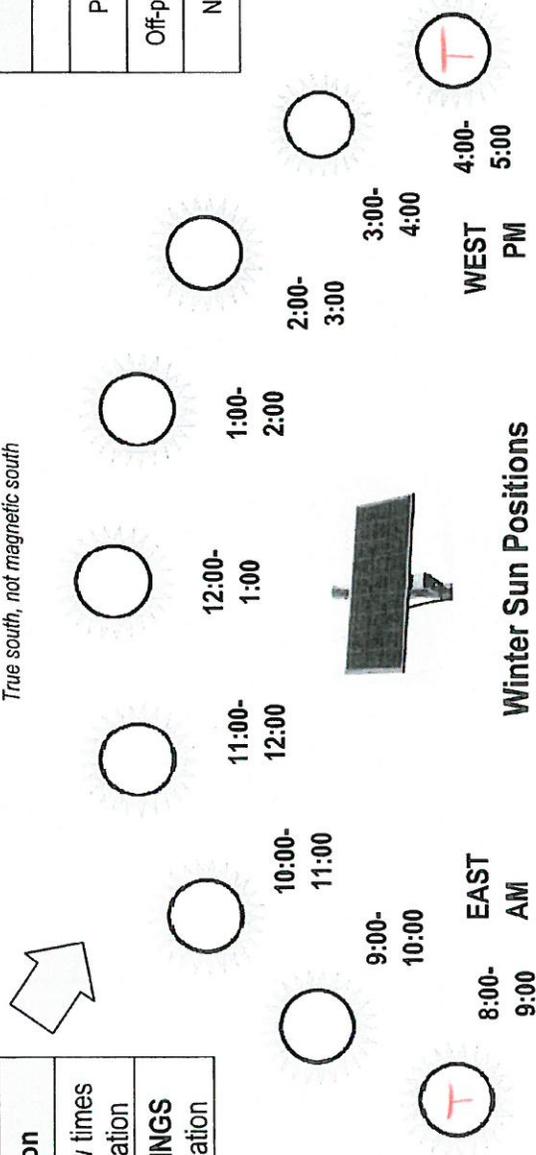


Help us right-size your solar equipment to guarantee sufficient power at the site 24/7/365.

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

<input checked="" type="checkbox"/>	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				

LOCATION #1
NB NE 201E
Solar Panel Sizing Form

Fax to 503-626-3417

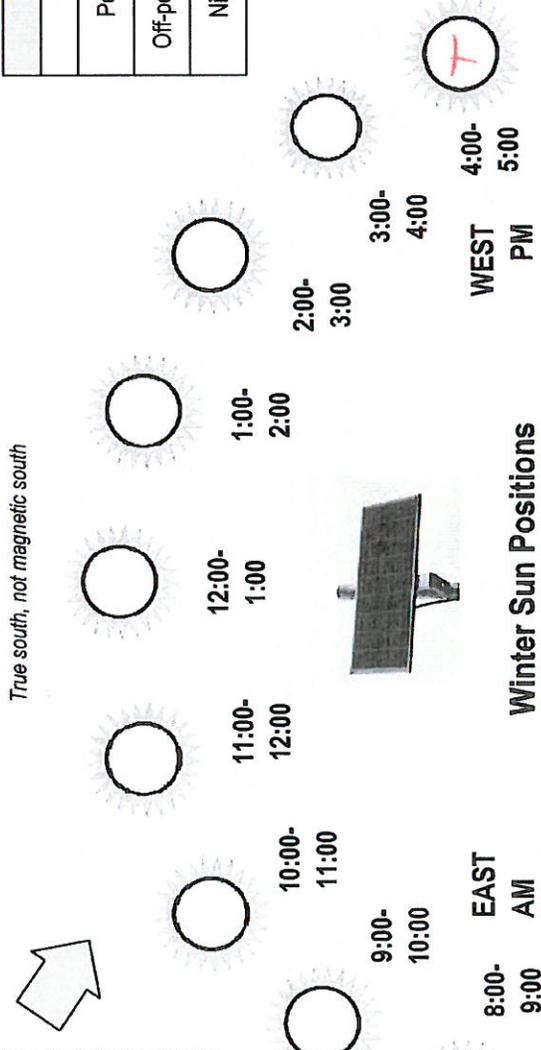
Org Name: Multnomah County
City/State: Portland, OR
By: Andy Kutansky
Title: Engineer
Circle: Written By phone

Sign applications only	
Time	Traffic volume
Peak: 6am-3pm	6100
Off-peak: 3pm-7pm	1200
Night: 7pm-6am	650

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 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



<input checked="" type="checkbox"/>	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	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 %	

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

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

Solar Panel Sizing Form

Fax to 503-626-3417

LOCATION #2
 SB NE 2015E

LOCATION # 3
EB NE H-1567

Solar Panel Sizing Form

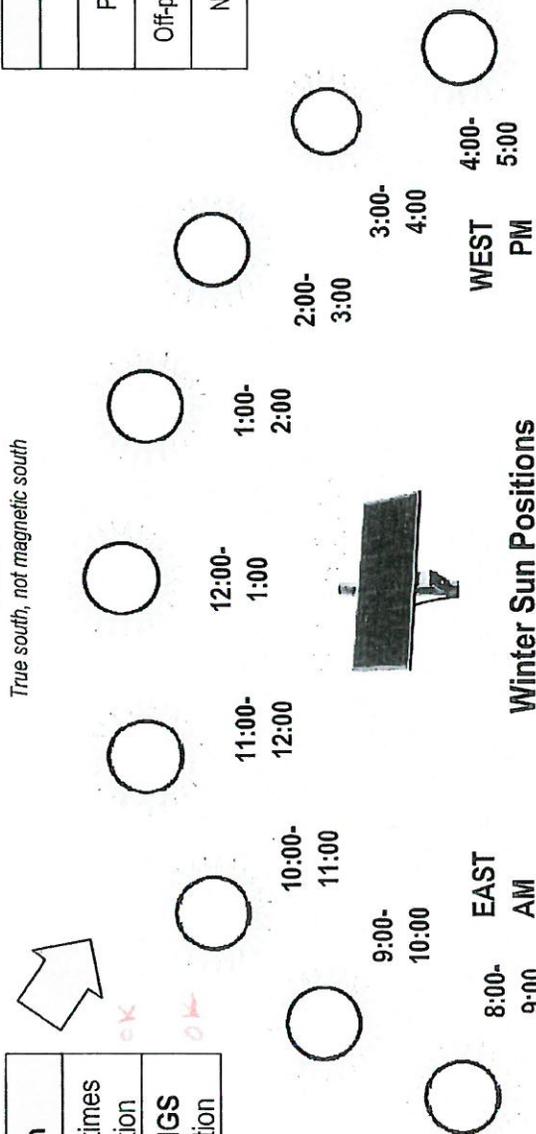
Help us right-size your solar equipment to guarantee sufficient power at the site 24/7/365.

Fax to 503-626-3417

Org Name: **Multnomah County**
City/State: **Portland, OR**
By: **Andy Kutvasky**
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



Winter Sun Positions

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

√	Main equipment
X	SpeedCheck™
X	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 %	

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

LOCATION #4
WB NE Halsey
Solar Panel Sizing Form

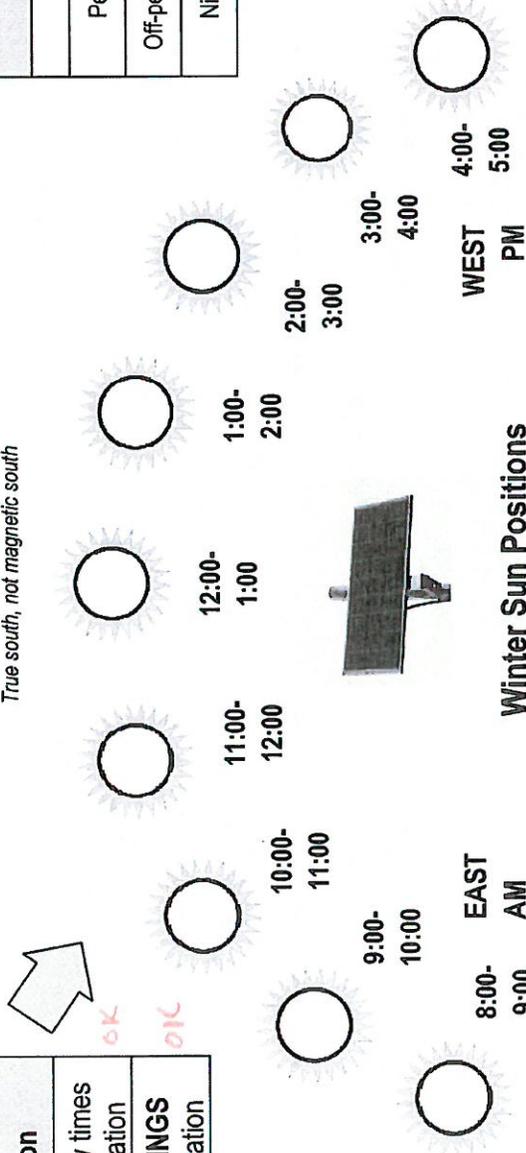
Fax to 503-626-3417

Org Name: *Multnomah County*
 City/State: *Portland, OR*
 By: *Andy Kutensky*
 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	
Off-peak: 3pm-7pm	
Night: 7pm-6am	

Winter Sun Positions

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 %	

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				

Main equipment	
<input checked="" type="checkbox"/>	SpeedCheck™
<input checked="" 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

FAIRVIEW CITY COUNCIL
AGENDA ITEM TYPE: DECISION



Building Services Contract and Building Official Designation

Meeting Date: April 15, 2015

Agenda Item Number: 2.d.

Staff Member: Allan Berry, Public Works Director

Department: Public Works

REQUESTED COUNCIL ACTION

Authorize the City Administrator sign an agreement with the City of Gresham to provide building inspection services and granting the City’s Building Official authority to Mark Krenz.

PUBLIC PURPOSE & COMMUNITY OUTCOME

Furtheres the concept of consolidation of services, and facilitates responses to building related inquiries and applications in a timely and efficient manner.

ATTACHMENTS

- A. Resolution 11-2015
- B. Draft Intergovernmental Agreement between City of Gresham and City of Fairview
- C. Draft Building Service Operations Plan

BACKGROUND

The City of Gresham provided a part time permit technician to the City of Fairview for a period of approximately 1.5 years. The City of Gresham currently provides code compliance personnel and services to the City of Fairview on an as needed basis. Building Code Consultancy has provided building inspection and plan review staff to the City of Fairview since 2008 when it took over from the City of Troutdale.

City of Gresham would be able to provide additional services and increase the availability of building services to the citizens of Fairview.

Current Situation	City of Gresham program benefits
Limited inspection days (Monday, Tuesday and Thursday for structural and mechanical and Tuesday and Thursday for electrical and plumbing).	Inspection services for all disciplines Monday-Friday.
Structural engineering is not reviewed.	A licensed structural engineer would be available for plan review.
The roles and responsibilities regarding fire code building permit review are unclear and can require lengthy discussion.	The established relationship between Gresham Fire and the Gresham Building Division will offer a smoother more efficient plan review process.

Plan review timelines are inconsistent.	Consistent plan review timelines and all-discipline plan review Monday-Friday.
City of Fairview is unable to provide over the counter building permits in large part due to the nature of plan review staff hours of availability.	Set office hours for over-the-counter building permits.
Code consultancy is by appointment only.	Set office hours will be provided and no appointment will be necessary.

City of Gresham will also be able to provide technical support and advice as the City of Fairview updates its building program forms, handouts and processes and in the future transition toward electronic plan review.

RECOMMENDATIONS & ALTERNATIVES

Recommendation: Authorize the City Administrator to authorize the City Administrator to sign an agreement with the City of Gresham for building services and granting the City’s Building Official authority to Mark Krenz.

Alternatives:

1. Continue using Building Code Consultancy to provide building services.
2. Further research cost effective ways to provide additional building services than those currently available.

BUDGET/FISCAL IMPACTS

The change in building services provider will have no impact on the budget. The building fund pays for building services. It is funded through building permit fees. Permit fees are intended to cover the costs of plan review and inspection services. Neither those fees nor the charges to the City for services will change as a result of this resolution.

Current Year Budget Impacts: Yes No

Future Fiscal Impacts: Yes No

Staff Work Load Impacts: Yes No

PUBLIC INVOLVEMENT

None

NEXT STEPS

If the Council approves this resolution, Staff will begin planning the transition from Building Code Consultancy to the City of Gresham. The official date of transfer of Building Official authority is anticipated to be June 1, 2015.

FROM

Allan Berry, Public Works Director

REVIEWED THROUGH

Heather Martin, City Attorney

FOR MORE INFORMATION

Staff Contact: Allan Berry

Telephone: 503-674-6239

Staff E-Mail: berrya@ci.fairview.or.us

Website: www.fairvieworegon.gov



RESOLUTION

(11 - 2015)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GRESHAM FOR BUILDING INSPECTION SERVICES AND GRANTING THE CITY'S BUILDING OFFICIAL AUTHORITY TO MARK KRENZ.

WHEREAS, The City of Fairview provides inspection program services to perform building, mechanical, electrical, and plumbing inspections; and

WHEREAS, Fairview does not presently have on staff a Building Codes Division Certified Building Official and Building Codes Division Certified Inspector, to provide plan review and inspections as provided in ORS Chapter 456; and

WHEREAS, the City of Gresham has certified staff capable of providing the indicated services; and

WHEREAS, the City of Fairview and the City of Gresham mutually desire to enter into an intergovernmental agreement, wherein the City of Fairview compensates the City of Gresham for building permit services provided to the City of Fairview.

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

Section 1 Fairview hereby grants City of Gresham the authority to enforce and administer the Uniform Building, Electrical, and Plumbing Codes hereinafter named Oregon Specialty Codes, as adopted by Fairview, and all other activity subject to the City of Fairview's Building Code Division and all other related and applicable codes.

Section 2 The Assistant Building Official for City of Gresham, Mark Krenz, shall act as the Building Official for Fairview for purposes of administering the Oregon Specialty Codes including issuing stop work and similar orders.

Section 3 The City Administrator is hereby authorized to sign the intergovernmental agreement with the City of Gresham for building services attached hereto as Exhibit A.

Section 4 This resolution is and shall be effective from and after its passage by the Council.

Resolution adopted by the City Council of the City of Fairview, this 15th day of April, 2015.

Mayor, City of Fairview
Ted Tosterud

Date

ATTEST

City Recorder, City of Fairview
Devree Leymaster

**AGREEMENT
BETWEEN THE CITIES OF GRESHAM AND FAIRVIEW**

This agreement (Agreement) is made and entered into by and between The City of Gresham (Gresham) and the City of Fairview (Fairview) effective as of the last date of signature indicated below (Effective Date).

RECITALS

- A. Fairview has an operational need for staffing of a Building Department to perform building permit services based on actual and projected workloads including a plans examiner, building inspector(s), structural engineering and building official.
- B. Gresham has a fiscal and operational need, given the recovering economic climate, to temporarily reassign one or more staff to assist Fairview. Such assistance may be in the form of reporting to and working a portion of each full day in Fairview on an as needed basis. It also might be in the form of remote financial/administrative tasks.
- C. By the authority granted in Oregon Revised Statutes (ORS) 190.010 et. seq., local government agencies may enter into cooperative agreements with other units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

Now therefore, it is agreed by and between Gresham and Fairview as follows:

TERMS OF AGREEMENT

- 1. **Scope of Work:** Gresham shall provide Fairview a qualified plans examiner, building inspection, structural engineering and building official staff (collectively Staff) with sufficient expertise and experience to perform the services requested by the City of Fairview. Agreement is based on Fairview's current operational need of such services. Gresham will provide a commercial/residential plans examiner to be present at Fairview City Hall for over-the-counter services between 9.30am and 11.30am, Tuesdays and Thursdays. All other plan review and administrative related work performed by Staff that is associated with this IGA will take place at Gresham City Hall. Permit technician services are not included in this initial scope of work.
 - 1.1 **Inspections:** City of Gresham will provide building, mechanical, plumbing, and electrical inspections Monday-Friday in accordance with the Operating Plan filed with State Building Codes Division. The Fairview Permit Technician assigned will coordinate with Gresham Staff each morning about inspection workload for the given day.
 - 1.2 **Plan Review:** City of Gresham will provide plan review services for the City of Fairview for all disciplines (building, mechanical, plumbing, and electrical). City of Gresham will also provide structural review with a licensed structural engineer as requested. The Fairview Permit Technician assigned will coordinate the responsibility of insuring plans are routed from Fairview to Gresham (and returned).
 - 1.3 **Policies:** The City of Gresham will utilize the City of Fairview policies and procedures that are in place as they relate to permit fees and processing, plan review comments, scheduling of inspections and recording of inspection results. For communication purposes to its customers, the City of Fairview will establish email addresses for identified Gresham Staff along with

letterhead for any written communications.

1.4 Hour Adjustments. Any adjustment to hours shall be at the mutual agreement of the Fairview Public Works Director and the Gresham Community Development Director. Services performed will be limited to those job functions contained within the Staff's current City of Gresham Job Classification(s) and generally include but are not limited to intake and processing of planning and building applications, reviewing building permit submittals for compliance with applicable codes and standards, inspection of work to verify conformance with applicable codes and standards, administrative duties as building official for the jurisdiction, calculation of fees associated with permit applications, serving as a liaison with building inspectors and applicants, and maintenance of associated files (Services).

1.5 Rates. Services will be provided at an hourly rate (rounded to the nearest quarter hour) payable to the City of Gresham, in accordance with the schedule shown below:

- Plans Examiner/Building Inspector/Structural Engineer/Building Official - \$75 per hour

1.6 Gresham Implementation Requirements. Gresham implementation of the applicable building codes includes providing the public with information about code requirements, interpretation of the codes, plan review, inspections and limited code enforcement. Gresham will pursue code enforcement relating to active building permits only. Gresham will pursue code enforcement for a maximum of 30 days, in accordance with the applicable code. If the code enforcement issue is not resolved after the expiration of 30 days, Gresham will refer the issue to Fairview for further enforcement action to the conclusion of the enforcement issue.

2. Gresham will invoice Fairview on a quarterly basis (September, December, March, and June) based on time sheets to be submitted by Staff to Gresham, for hourly Services rendered to Fairview. The time sheets shall include time actually worked by the Staff. Fairview agrees to pay the invoice within 30 days from receipt of the invoice.
3. While performing Services, Staff will be subject to the direction and control of the Fairview Public Works Director as it relates to the above stated scope of work. This requirement; however, does not supersede any authority or responsibility conferred by law, statute or rule upon the Building Official acting in his/her capacity on behalf of the City of Fairview. Staff shall follow all applicable state laws, Fairview file management, administrative forms and procedures, code compliance software as such Fairview will ensure that Staff use of software or copyrighted material is allowed under any applicable license. However, Staff will remain full-time or part-time employees of Gresham and will continue to be compensated and provided benefits, as applicable, by Gresham and shall not be entitled to any benefits or other compensation from the City of Fairview. Nothing herein is intended to nor does it create an employment relationship between Staff and Fairview.
4. All fees for, and revenue generated by the work performed by Staff while working at Fairview will be collected and retained by Fairview.
5. Staff's work will be evaluated by the Fairview Public Works Director and communicated to the Gresham Community Development Director on a not-less-than a monthly basis. Responsibility for addressing grievances, disciplining Staff or resolving other personnel-related problems will be the responsibility of the Gresham Community Development Director, with the full cooperation and assistance of the Fairview Public Works Director.

6. This Agreement expires 1 year from the Effective Date. Either party may terminate the Agreement at any time prior to that expiration by providing written notice to the other party. This Agreement may be extended with not less than thirty (30) days prior written notice and the consent of both parties' city managers in writing.
7. Subject to the limitations of the Oregon Tort Claims Act, each party agrees to indemnify, defend and hold harmless the other party and its officers, agents, employees and elected officials from any and all liability, loss, and costs arising out of or resulting from the acts of the individual City, their officers, agents, employees and elected officials, including intentional or willful misconduct, in the performance of this Agreement.
8. The Gresham Community Development Director and Fairview Public Works Director may establish rules and practices necessary carry out this Agreement. Such rules and practices shall be put in writing and bear the signatures of the Gresham Community Development Director and Fairview Public Works Director to signify mutual agreement. Rules and practices adopted under this paragraph shall not modify the terms of this Agreement
9. Fairview agrees to provide all necessary equipment to perform the services including computers and vehicles. Any personal protective gear unique to Staff shall be provided by Gresham. In the event Staff needs Gresham equipment to perform the Services, Fairview shall not be required to compensate Gresham for Staff use of Gresham equipment.
10. Each jurisdiction is a subject employer under the Oregon Workers' Compensation Law, and at all times shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers. Each party agrees to maintain insurance consistent with the Oregon Tort Claims Act, ORS 30.270 and customary for public agencies of the same size and type.
11. Fairview and Gresham agrees this Agreement does not constitute a transfer of a public employees pursuant to ORS 236.605 through 236.640.
12. This Agreement and attached exhibits constitute the entire agreement between Gresham and Fairview on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instances and for the specific purpose given. This Agreement is personal to Fairview and Gresham and is not intended to confer upon any other person or entity any rights or remedies whatsoever.

The parties by execution of this Agreement hereby acknowledge that their respective city managers have read and understand this Agreement, that each has the authority to sign and bind respectively Gresham and Fairview and that Gresham and Fairview shall be bound by its terms and conditions.

GRESHAM

Erik Kvarsten, City Manager
City of Gresham

Date

FAIRVIEW

Samantha Nelson, City Administrator
City of Fairview

Date

City of Fairview

Community Development Department

BUILDING SERVICES OPERATING PLAN

December 17, 2012

Revised February 11, 2014

Introduction to the Fairview Building Department Operating Plan

The State Building Codes Division requires every municipality that administers and enforces a building inspection program to prepare an operating plan. The City of Fairview has prepared this Operating Plan as required by Oregon Administrative Rule 918-020-0080. The Operating Plan is on file with the State of Oregon Building Codes Division and is available for review [on the City's website or](#) upon request at the City's customer service counter. The Fairview Operating Plan reflects the level of -service standards, policies, procedures, and services administered through this department as they apply to building codes.

The Plan will be periodically updated as necessary to reflect service, administrative, standards, or policy changes.

The Fairview plan review and inspections program is operated within the Public Works Department under the general management and budget responsibility of the Public Works Director, who sets performance and public service levels in consultation with the Building Official, [whose service is provided via an Intergovernmental Agreement with the City of Gresham.](#) ~~-a private consultant that works under contract for the City of Fairview.~~

All questions related to this Plan may be directed to:

~~Steve Winstead,~~

[Mark Krenz](#), Building Official
City of Fairview
1300 NE Village Street
Fairview, Oregon 97024

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

Phone: (503) 503-674-6232

Fax: (503) 667-7866

buildingofficial@ci.fairview.or.us

Phone: (503) 503-674-6235

Fax: (503) 667-7866

berry@ci.fairview.or.us

Mark.Krenz@GreshamOregon.gov ~~???~~krenzm@ci.fairview.or.us

Operating Plan Elements

1. Adequate funds, equipment and other resources necessary to administer and enforce the building inspection program are provided by the City of Fairview.

A. Fees & Funds

Fees are charged by the City of Fairview Building Department for construction, reconstruction, alteration, and repair of all structures including prefabricated structures and of other buildings and structures; the installation of plumbing and mechanical heating and ventilating devices and equipment. Fees charged are based on the fee schedule as adopted by City Resolution. The City may increase the fees according to the procedures in OAR 918-020-0220.

All fees collected by the City of Fairview Building Department are deposited in a separate Building Inspection Fund within the City's General Fund, which provides for all expenses related to the Program. A separate accounting is made for revenues from each of the program areas. The level of funding is commensurate with revenues and is sufficient to insure compliance with this plan.

B. Equipment

All building staff members are provided with the equipment and other resources needed to complete their work in an efficient and service-oriented manner. Such equipment includes, but is not limited to, office space, inspection vehicle, telephone, personal protection equipment, code and code-related publications, business and identification cards and a computer.

C. Intergovernmental Agreement with the City of Gresham

The City of Fairview has entered into an Intergovernmental Agreement (IGA) with the City of Gresham to provide inspection services, plan review services, permitting services and Building Official review services to the City of Fairview.

2. Authority and Responsibilities of Building Official, Plan Reviewers, and Inspectors

The authority of the Building Official is based upon Fairview Ordinances 4-1989 and 2-2004. Detailed job descriptions for all staff members are available upon request.

A. Building Official

1. There is a code enforcement section that is under the administrative and operational control of the City of Fairview.
2. The building official is authorized to enforce all the provisions of state building, specialty, and fire and life safety code.
3. The building official has the power to render written and oral interpretations of state building, specialty, and fire and life safety code

and to adopt and enforce administrative procedures in order to clarify the application of its provisions. Such interpretations, rules, and regulations shall be in conformance with the intent and purpose of the applicable laws, regulations, and codes.

B. Plans Examiners:

Plans examiners review plans for compliance with the Building Codes at the level for which the State of Oregon certifies the plans examiner in accordance with OAR 918-99-055. ~~Per the IGA the City of Gresham Fairview~~ shall provide ~~to The City of Fairview~~ plan examiners with the certifications necessary to carry out the duties of the Building Department.

C. Inspectors:

Inspectors conduct plan reviews and inspections of work covered by the specialty code at the level certified by the State of Oregon in accordance with OAR 918-99-045. ~~Per the IGA the City of Gresham Fairview~~ shall provide ~~to the City of Fairview~~ inspectors with the certifications necessary to carry out the duties of the Building Department.

D. Cooperation with Other Agencies:

The Building Department cooperates with other City Divisions, Service Areas, and/or other Jurisdictions as necessary to facilitate plan review and permit issuance. Pursuant to OAR 918-020-0020, the City provides the Fire Marshal of the City of Gresham with notification of proposed developments that may be regulated by the Fire Marshal. The Fire Marshal is provided with a reasonable time frame with which to submit comments pertaining to a specific development. Specific Fire Code requirements identified by the Fire Marshal are incorporated into the conditions of approval for the project. The Building Department regularly consults with the Fire Marshal on issues that include but are not limited to: fire department access, fire flow, occupancy concerns, and alternative methods of construction. The Building Department reviews plans for conformity with the Fire Code as it relates to new construction. This includes fire department access (during construction and permanent access), fire flow, fire hydrant number and location. In the event an alternative method of construction is proposed relating to a Fire Code requirement, the Fire Marshal and Building Official work collaboratively to provide a final determination on the matter.

3. Local Appeals Process

The following section describes the appeal process for questioning technical determinations made by the building official regarding any provision of the specialty codes administered by the City of Fairview. The Public Works Director may request legal review by the City Attorney, prior to issuance of final determinations by the Building Official.

A. Appeal of a plans examiner decision.

The Building Official reviews appeal of a plans examiner decision. The appeal must be submitted in writing to the Building Official and be prepared in sufficient detail so as to readily allow the Building Official to ascertain the code basis for the appeal. The Building Official will issue a ruling in writing no later than three business days following receipt of the appeal.

There is no cost to the appeal process when the Building Official concurs with the appellant on the specific matter of appeal. The appellant shall bear the costs of the Building Official's labor and materials should the Building Official find in favor of the plans examiner decision.

B. Appeal of an inspector decision.

The Building Official reviews any appeal of an inspector decision. The appeal must be submitted in writing to the Building Official and be prepared in sufficient detail so as to readily allow the Building Official to ascertain the code basis for the appeal. The Building Official will issue a ruling in writing no later than three business days following receipt of the appeal.

There is no cost to the appeal process when the Building Official concurs with the appellant on the specific matter of appeal. The appellant shall bear the costs of the Building Official's labor and materials should the Building Official find against the appeal of an inspector's decision.

C. Appeals of the above referenced decision shall be submitted to:

Mark Krenz
City of Fairview
Building Official
1300 NE Village Street
Fairview OR 97024
503-674-623206
503-667-7866 (Fax)

D.C. Appeal of a decision of the Building Official on a Code Matter

Appeals of a Building Official decision or interpretation on a code matter is reviewed by the City Council until such time as the Building Appeals Board

established under Fairview Municipal Code 2.18 is populated. Any person aggrieved by the final decision of a local appeals board may, within 30 days after the date of the decision, appeal to the appropriate state advisory board in accordance with ORS 455.690. Appeal fees shall be assessed as adopted in the fee schedule.

Persons aggrieved by a decision of the City of Fairview Building Appeals Board related to technical provisions of the various specialty codes may file an appeal to the applicable State Code "Chief" Inspector (on a form provided by the State of Oregon Building Codes Division) along with the required fee of \$20.00 pursuant to OAR 918-001-0130.

An appellant aggrieved with the decisions of the State Chief Code Inspector may appeal to the appropriate State Board:

- Commercial/Industrial Structural, Mechanical Codes: Building Code Structures Board
- Plumbing Code: Plumbing Board
- Electrical Code: Electrical Board
- Residential Structural, Mechanical: Residential Code Structures Board
- Manufactured Home Installation Standards and Park and Camp Rules: Manufactured Structures and Parks Board

For information regarding filing an appeal to the above State Boards, contact:

State of Oregon Building Codes Division
1535 Edgewater NW
PO Box 14470
Salem, OR 97309
(503) 378-4133

E.D. Appeal or complaint of Building Official action unrelated to a code matter.

An appeal or complaint of a decision or action by the Building Official unrelated to an interpretation or application of a code provision is reviewed by the Fairview Public Works Director. There is no fee for such appeals.

4. Accounting

The following required accounting standards shall be met:

- A. All revenues collected and expenditures made in connection with the administration and enforcement of the building inspection program will be accounted separately from other funds.
- B. Income and expense projections for each code program will be made during the annual city budget process. A report will be prepared describing the allocation of administrative overhead and other operating costs and budget surpluses if any.

5. Record Retention and Retrieval

Building Department records shall be retained for at least the minimum time outlined by the Oregon State Archivist. In most cases records are retained for longer than the required minimum retention period.

All records are located at City Hall and can be retrieved for review, upon request, during regular business hours. Requests to view current and archived records may be subject to completion of a public records request including minor delay as well as reasonable compensation to the City for the cost of record retrieval and document reproduction.

6. Operating Plan Availability

A copy of the City of Fairview Operating Plan is available for review and purchase during regular business hours at City Hall. The Plan may also be found at the City's website.

7. Public Inquiries, Comments and Complaints

- A. Public inquiries regarding the nature or status of permit applications may be addressed to the Fairview Permit Specialist, appropriate plans examiner, inspector, or the Building Inspector. Inquiries may be in the form of telephone voice message, e-mail, or counter visit and shall be responded to no later than two business days following receipt of the inquiry.
- B. Public comments on departmental operations should be addressed to the Fairview Permit Specialist, Building Official, or Public Works Director.
- C. Complaints may be made to the Permit Specialist, Building Official, and Public Works Director. All complaints will be forwarded to the Public Works Director for examination of the case and review of possible service improvements or other actions needed for correction of the complaint.

8. Receipt and response to customers' questions regarding permitting, plan review, and inspections.

- A. The primary source of information is through Fairview's Permit Specialist, who will be typically available to respond to question on a daily basis between 8:30 a.m. and 4:30 p.m. excluding scheduled breaks. The Permit Specialist can be contacted by telephone, e-mail, fax, and counter visit. Fairview will use permitting software and other digital means to ensure file information is current and available to the greatest extent practicable.
- B. Because work demand determines the need for City of Gresham IGA staff Building Codes Consultancy to be on site, the secondary sources of information is through plans examiners, inspectors, and the Building Official, who can be contacted by customary office communications including telephone, e-mail, fax, and counter visitation.
- C. Office hours for the Building Official, plans examiners, and inspectors will vary depending on work load. Normal office hours will be advertised to permit holders

and the general public to meet public service needs and provide a high level of service.

- D. Fairview aggressively coordinates with Public Works, Planning, and Fire Marshal to ensure continuity of service, minimal delay, and coordinated plan review.

9. Posting

The City shall post its jurisdictional boundary, types of permits sold and hours of operation at the counter.

10. Notification

All notices issued pursuant to OAR 918-020-0070 through -0220 shall be sent to the City of Fairview Building Official and Public Works Director at the address below.

City of Fairview
1300 NE Village Street
Fairview, Oregon 97024

11. Permitting Standards

- A. Permits may be purchased only at Fairview City Hall located at 1300 NE Village Street.
- B. Permits may typically be purchased between 8:30 a.m. and 4:30 p.m. excluding scheduled staff breaks and meetings, unscheduled staff absences, holidays, and weekends.
- C. The City of Fairview will establish policies and procedures for the receipt of applications in order to provide a high level of customer service to the applicant, ensure the application is complete, and meets technical submission requirements.
- D. The Permit Specialist shall confirm that all administrative requirements of application submission are met on receipt of the application.
- E. The Building Official and plans examiners shall determine the completeness of applications for consistency with applicable codes. Applications for new single family residential, single family alterations and additions, minor commercial, industrial, and multifamily tenant improvements shall be reviewed for completeness within three business days of receipt. Applications for complex applications of any type will be reviewed for ~~completion~~ completeness within ten business days of receipt.
- F. In all cases applicants shall receive written notice of any submission deficiencies and exactly what is required to complete the application with the written notice informing applicant that submission is incomplete.

- H. Generally, complete applications for single family and minor commercial, industrial, or multifamily tenant improvements will be issued within two weeks (14 calendar days) of the application being made complete, except as otherwise provided herein.

Large scale projects with complex building systems will be evaluated for the time needed to review and issue the permit during the completion check. Applicants will be notified in writing of the target date for completion of plan review. Such targets shall not bind the City.

Permit applications for work regulated by the Oregon Residential Specialty Code requiring plan review are reviewed and issued within 10 days of the completed application. An applicant is informed within three working days of submitting an application, whether or not the application is complete and whether or not it is for a simple residential plan as defined in OAR 918-050-0010. A plan that does not meet the definition of "simple" in this rule shall be deemed "complex". In order to provide timely customer service, the building official may accept a residential plan review performed by a BCD licensed plan reviewer for a complex one- or two-family dwelling. The City of Fairview ~~favours~~ allows third party plan review during period of high work demand that would otherwise delay the issuance of permits.

Listing of approved Plan Review agencies or persons to comply with provisions of OAR 918-020-0090-3d. The following plan review services provide approved plan reviews that the City of Fairview will accept:

Burrows Consulting (541) 926-2131
Clair Co. Inc. (541)-758-1302

12. **Alternative One and Two Family Dwelling Review Program**

- A. Plans submitted under the alternative plan review program must be stamped by a registered professional who is also a certified under OAR 918-098-0240.
- B. The cover sheet of the construction documents must indicate the use of the alternative program. In addition the registered design professional must specify his/her review certification.
- C. Permits shall not be issued until all city departments and agencies with development jurisdiction have approved the plans.
- D. The use of this program is subject to provisions of ORS 918-480-130 with respect to Conventional Light Frame Construction.
- E. Plans submitted for review under the alternative review program are exempt from plan review fees in accordance with OAR 918-020-0090(3)(F).

F. Administrative fees for the processing of plans under the alternative review program shall be based on the hourly rate of personnel in the adopted city fee schedule.

13. Policies and procedures for issuing permits not requiring plan review, emergency permits, temporary permits, master permits and minor labels.

Permits not involving a plan review are generally issued over-the-counter. Emergency permits can be issued over-the-counter or, with the approval of the Building Official, via any reasonable means (i.e. via telephone).

Plumbing and electrical minor labels are offered only by the Oregon Building Codes Division Minor Label Program (503-378-2804).

14. Policy for Fax Receipt of Permit Application.

The Department accepts faxed applications with the understanding that an application with an original signature and appropriate fees will be submitted to the Department within three working days of the receipt of the faxed application. Faxed applications are processed in the same manner as any other application once the signed application is received. If the application with the original signature and the appropriate fees are not received within 5 working days from the receipt of the faxed application the applicant is contacted and the faxed application is not processed until it is found to be complete.

15. Verification of Licenses and Registrations

The City of Fairview shall assure that contractors doing work under permit issued by the City, are licensed, registered, and certified to perform the work indicated in the permit application as it pertains to building codes prior to the issuance of any permit regulated by ORS Chapters 446, 447, 455, 479, 693 and 701.

16. Plan Review Policies and Procedures

A. Compliance with Certification Requirements

Plan review staff shall be certified by the State of Oregon in all codes administered by the Department. The plans examiners review and approve structural, mechanical, fire and life safety, electrical, plumbing, energy, disabled access, manufactured dwelling parks and recreation vehicle parks.

A roster of current plan review staff, including current certifications and continuing education is available by request.

B. Availability of Checklists and Brochures

The City of Fairview will maintain a variety of informational brochures to assist the public in the permit application process. These brochures are available at the customer service counter, by fax and mail, and on the city website.

C. Determination of "Simple" Residential Plan

The City of Fairview will comply with state requirements to determine whether or not a residential plan is "simple" and notify the applicant of the required time to complete the plan review and third party plan review options.

D. Phased and Deferred Permitting

The City shall develop and maintain procedures and practices for phased and deferred plan submissions as may be allowed by state regulation consistent with OAR 918-020-0090.

E. Design Professional Stamp Verification

The Building Official will verify that a registered design professional has appropriately stamped ed s the plans when required. Plans failing to meet this requirement will not be approved until the appropriate stamp is provided.

F. Alternative One and Two Family Dwelling Plan Rreview Program

Architects and Engineers requesting the use of this program shall be an Oregon Registered Design professional who is also a residential plans examiner certified under OAR 918-098-0240. The cover sheet of the construction documents must indicate the use of this alternate program and the registered design professional must indicate his/her plan review certification. Since there is no plan review conducted, the issuance of the permit will be done after all of the other City Departments have approved the construction documents. The use of this alternate program shall be limited to provisions of ORS 455.6.2.8 and OAR 918-480-130 with respect to "Conventional Light Frame Construction".

G. Plans Submitted using the Alternative One and Two Family Dwelling Plan Review Program.

When an architect or engineer requests the alternative review process as described in ORS 455.628, a plan review fee shall be as approved by the City Council.

H. Inspections for Structures using the Alternative One and Two Family Dwelling Plan Review Program:

When inspecting structures using the Alternate Plan Review Program all discrepancies shall be noted and a copy of the report shall be forwarded to the Registered Design Professional. The Design Professional shall resubmit to the City all revisions and corrections in the same manner as the original submittal. A re-inspection fee shall be assessed as prescribed in the latest fee schedule adopted by the City.

17. Contracting Additional Services and List of Personnel

- A. The City of Fairview has established an IGA with The City of Gresham to provide will contract with the appropriate building professionals ~~when need~~ to ensure needs of the department are met.
- B. The City of Fairview shall maintain a list of building professional either employed or contracted including certifications and continuing education requirements. The list is available upon request.

18. Inspection Standards

- A. Inspections will be available between 9:00 a.m. and 4:00 ~~pa~~.m. every Monday, Tuesday, and Thursday except official city holidays.
- B. Inspection requests ~~called-in-received~~ before 8:00 a.m. will be made the same day. Inspection requests received after 8:00 a.m. may be scheduled for the next scheduled inspection workday.
- C. Under certain circumstances special and emergency inspections during business and non-business hours may be provided subject to payment of special inspection fees and subject to the approval of the Building Official and Public Works Director.
- D. Inspection requests can be called in 24 hours per day by voice mail on a dedicated request line. Each inspection request must include the permit number, the site address and area, the type of inspection, the contractor and name of owner.
- E. Work shall be ready for inspection at the time the inspection is requested. Approved plans must be maintained on-site by the permit holder and must be made available to the inspector for site inspection. Access to the building and inspection site must be ready at the time of the inspection. Failure to meet these requirements may result in the City's refusal to inspect, the need to reschedule the inspection, and imposition of a re-inspection fee.
- F. Inspection requests must be submitted by the person responsible for the work
- G. Following an inspection the work is either approved or corrections noted. In some instances a written conditional approval is given and work is allowed to proceed while documented corrections are made. In the case of a failed inspection, a list of deficiencies is noted in a report left at the job site and recorded in the office.
- H. The City of Fairview has a list of the inspection staff that is available upon request.
- I. Inspections required by Public Works, Planning, and the Fire Marshal shall be approved prior to the Building Official granting temporary or final occupancy

unless mandated by applicable building codes. The Permit Specialist will coordinate interdepartmental inspections.

19. Stop Work Orders

Whenever any work is being done contrary to the provisions of this code (or other pertinent laws or ordinance implemented through its enforcement), the Building Official may order the work stopped by notice in writing served on any person(s) engaged in the doing or causing of such work to be done. Such person(s) shall stop such work until specifically authorized by the Building Official to proceed thereafter.

The authority to issue stop work orders may be delegated to the code enforcement staff and inspection staff; however, Department policy requires that the inspector contact the Building Official, whenever possible to discuss the decision prior to issuance of the stop work order.

20. Investigation of Electrical and Plumbing Violations

Electrical and plumbing inspectors conduct random spot checks to verify compliance with plumbing and electrical licensing and registration requirements. In cases of a violation, the inspector is provided the discretion to stop the work and (a) issue a warning, or (b) discuss alternative options, including enforcement via Fairview municipal Court. Complaints received by the Department related to alleged violations of plumbing or electrical licensing or registration requirements are investigated by the appropriate inspector and/or Building Official and forwarded to the State of Oregon Building Codes Division.

21. Compliance Programs

- A. Reports of work being performed without permit, in violation of the Building Code, and/or in violation of ORS 479.550, 479.620, 447.030, 447.040, 693.030, and 693.040 are accepted in person or via mail, telephone or fax. The appropriate inspection staff investigates all reports.
- B. Reports as described above are investigated to determine whether or not a violation exists. If no violation exists, the case is closed. If a violation exists, actions that are taken by the Department may include issuance of a stop work order, referral to Municipal Court, and referral to the Building Codes Division Compliance Section through the process identified in ORS and OAR.
- C. Civil penalties may be assessed by the Municipal Court for code violation.
- D. The City may assess an investigation fee against a person that is required to obtain a permit for work on the electrical, gas, mechanical, elevator, boiler, plumbing or other systems of a building or structure if the work is commenced before the permit required for the work is obtained. The amount of the investigation fee shall be the average or actual additional cost of ensuring that a building, structure or system is in conformance with state building code

requirements that results from the person not obtaining a required permit before work for which the permit is required commences.

This investigation fee does not apply to:

(a) An emergency repair required for health, safety, the prevention of property damage or the prevention of financial harm if the required building permit for the repair is obtained no later than five business days after commencement of the repair; or

(b) Any project for which construction, alteration, repair, maintenance or installation in a building or structure prior to obtaining a permit is expressly authorized by law.

For the purpose of determining an hourly rate for building inspection staff, an hourly rate of **\$80.00** per hour shall be used.

22. Electrical Programs

- A. The City of Fairview has ~~established an IGA contracted_ with the City of Gresham Building Codes Consultancy~~ to provide ~~us with~~ qualified electrical inspectors.
- B. The Electrical Program is administered according to all applicable electrical rules adopted pursuant to ORS 479.855.

~ end ~

FAIRVIEW CITY COUNCIL
AGENDA ITEM TYPE: DECISION



Village Street Loop Waterline Improvements 2015 Construction

Meeting Date: April 15, 2015

Agenda Item Number: 2.e.

Staff Member: Peter Armans

Department: Public Works

REQUESTED COUNCIL ACTION

This is a request to approve resolution 19-2015 to authorize the City Administrator to sign a public improvement contract with Britton Excavating in the amount of \$139,906.70 for the construction of the Village Street Loop Waterline Improvements 2015 project. The Notice of Intent to Award is proposed to be Thursday April 16th 2015 and the completion date is Friday June 19th 2015.

PUBLIC PURPOSE & COMMUNITY OUTCOME

The construction of the Village Street Loop Waterline Improvements 2015 project will increase fire flows and will provide water supply to the Upper Service Area (generally south of Halsey). This project will allow the City to provide its residents with uninterrupted water supply service and adequate fire flows in the Upper Service Area while the Glisan Street reservoir (the primary supply for the Upper Service Area) is offline for maintenance. The project consists of installing approximately 486 Linear Feet (LF) of 12-inch water in Northeast (NE) Halsey Street and NE Village Street.

ATTACHMENTS

- A. Recommended Contractor to City (by All County Surveyors & Planners, Inc.)
- B. Resolution 19-2015
- C. Exhibit A - Agreement

BACKGROUND

The City has previously contracted with All County Surveyors & Planners, Inc. to develop plans and specifications for the Village Street Loop Waterline Improvements 2015 project. This project was a recommendation of the City's Water System Master Plan adopted by the City Council in May of 2011. The project consists of installing approximately 486 LF of 12-inch water in NE Halsey Street and NE Village Street. The Engineer's estimate was \$152,000.

The Project design was completed by All County Surveyors & Planners, Inc. and advertised in the Daily Journal of Commerce on March 11th and 18th of 2015. A non-mandatory pre-bid meeting was held on April 1st 2015 and bids were received as scheduled on the 8th of April 2015. The following is the proposed schedule:

Notice of Intent to Award	April 16, 2015
Agreements Execution	April 22, 2015

Notice to Proceed
Construction Completion

April 27, 2015
June 19, 2015

Seven contractors submitted sealed bids on Wednesday April the 8th, 2015. Five contractors were found as responsive. The low bid was submitted by Britton Excavating LLC with a bid of \$139,906.70 based on the unit costs of the anticipated quantities for the project. City staff and the consultant, All County Surveyors & Planners, Inc. reviewed the bid documents and references and have found Britton Excavating the lowest responsible bidder.

The responsive bidders and bid amounts are summarized below:

Bidder Name	Total Bid
Britton Excavating	\$ 139,906.70
Dirt and Aggregate	\$ 144,444.00
JW underground	\$ 157,205.00
Oxbow Construction	\$ 172,750.00
Janz Enterprise	\$ 177,000.00

RECOMMENDATIONS & ALTERNATIVES

Recommendation:

Award construction contract to Britton Excavating LLC.

Alternatives:

1. **No Action:** The City Council may choose not to construct the project. If the project is not constructed, the City will maintain the risk of its inability to provide adequate flows to the Upper Service Area in cases of an emergency, while performing maintenance on the Glisan Reservoir or low pressures in the Upper Service Aare water network.

BUDGET/FISCAL IMPACTS

Current Year Budget Impacts: Yes No

The construction fee will be funded from the Water fund in the FY 2014-15. Construction fee has been budgeted.

Future Fiscal Impacts: Yes No

Staff Work Load Impacts: Yes No

Staff will oversee the construction, perform construction inspections and other project management activities.

PUBLIC INVOLVEMENT

N/A

NEXT STEPS

Construct project.

FROM

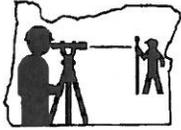
Allan Berry, Public Works Director
Peter Armans, Engineering Associate

REVIEWED THROUGH

Heather Martin, City Attorney

FOR MORE INFORMATION

Staff Contact: Peter Armans
Telephone: 503-674-6222
Staff E-Mail: armansp@ci.fairview.or.us
Website: www.fairvieworegon.gov



All County Surveyors & Planners, Inc.

PO Box 955

• Sandy, Oregon 97055

• Phone: 503-668-3151

• Fax: 503-668-4730

April 9, 2015

City of Fairview
Attn: Allan Berry, PE
1300 NE Village Street
Fairview, Oregon 97024

**RE: City of Fairview – Village Street Loop Waterline Improvements 2015
Our Job Number 14-206**

This letter is to inform you that we have reviewed the bids submitted on Wednesday, April 8th, 2015 for the above referenced project. The lowest responsible bidder was Britton Excavating.

I have worked with this company in the past and they did a good job and completed the projects on time and on budget. This firm also comes highly recommended by Bob Cochran, PE. Based on the successful low bid of \$ 139,906.70 and previous experience with this Contractor, we recommend awarding the contract to Britton Excavating, PO Box 2325, Gresham, OR 97030. Enclosed are spreadsheets showing all of the bid results and detailed bid results.

Please feel free to give me a call if you have any questions.

Sincerely,

All County Surveyors & Planners, Inc.

Ray L. Moore, PE, PLS
Engineering Division



RESOLUTION
(19 - 2015)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING A
PROFESSIONAL SERVICES CONTRACT, FOR CONSTRUCTION SERVICES FOR
THE VILLAGE STREET LOOP WATERLINE IMPROVEMENTS 2015 PROJECT**

WHEREAS, in 2011 the City Council adopted the City’s Water System Master Plan (WSMP); and

WHEREAS, Appendix H of the WSMP details the need for constructing the Village Street Loop; and

WHEREAS, The Village Street Loop was identified as a needed project for servicing the Upper Service Area; and

WHEREAS, the City received proposals to perform engineering and related professional services in response to the 2012 Request for Qualifications for Engineering Services; and

WHEREAS, the direct appointment procedure detailed in OAR 137, Division 48 was followed as specified in the City’s Contracting Rules; and

WHEREAS, All County Surveyors & Planners Inc. was selected based on expertise, project understanding, responsiveness, previous work samples and other relevant factors; and

WHEREAS, All County Surveyors & Planners Inc. was awarded a contract with the City of Fairview for professional engineering services for the design of the Village Street Loop Waterline Improvements 2015 project; and

WHEREAS, The City competitively bid the project in accordance with the City of Fairview Public Contracting Rules; and

WHEREAS, Britton Excavating is the lowest responsible bidder with a bid of \$139,906,70, based on the unit costs of the anticipated quantities for the project; and

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

Section 1 The Fairview City Council hereby authorizes the City Administrator to enter into a public improvement contract with Britton Excavating for construction of the Village Loop water line improvements 2015 project for the City of Fairview for work described in the attached Exhibit “A.”

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

Resolution adopted by the City Council of the City of Fairview, this 15th day of April, 2015.

Mayor, City of Fairview
Ted Tosterud

Date

ATTEST

City Recorder, City of Fairview
Devree Leymaster

AGREEMENT

This Agreement is dated as of the _____ day of _____ in the year 2015 by and between: CITY OF FAIRVIEW (here-in-after called Owner) and

(here-in-after called Contractor)

Owner and Contractor, in consideration of the mutual covenants here-in-after set forth, agree as follows:

ARTICLE 1 - WORK

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

CITY OF FAIRVIEW – Village Street Loop Waterline Improvements 2015

The project generally consists of installing approximately 486 lineal feet of 12-inch waterline, miscellaneous valves and fittings, and AC surface restoration, in NE Halsey Street and NE Village Street, in the City of Fairview, Oregon.

ARTICLE 2 - Engineer

2.01 The Project has been designed by ALL COUNTY SURVEYORS & PLANNERS, INC., who is here-in-after called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 The Work shall be substantially complete by **June 19, 2015**.

3.02 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not substantially complete within the time specified in Article 3.01.

3.03 In the event the successful bidder fails to achieve substantial completion or final completion within the time limits specified in the contract documents, liquidated damages shall be paid to Owner. Liquidated damages shall be paid in the amount of **\$500** per day, based on loss of use if the project is not complete within the time specified in Article 3.01, with such extensions of time as are provided for in the General Conditions.

ARTICLE 4 - CONTRACT PRICE

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

ARTICLE 5 - PROGRESS PAYMENT PROCEDURES

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

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

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

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

ARTICLE 6 - FINAL PAYMENT

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

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

6.03 The acceptance by the Contractor of the final payment shall release the Owner and the Engineer from all claims and liability to the Contractor for all things done or furnished in connection with the work, and for every act of the Owner and others relating to or arising out of the work.

ARTICLE 7 - INTEREST

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

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

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

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

8.03 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 8.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.

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

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

ARTICLE 9 - MEDIATION

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

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

ARTICLE 10 - CONTRACT DOCUMENTS

10.01 Contractor will comply with all provisions set forth in the Contract Documents as if fully set forth herein.

10.02 The term "Contract Documents" means and includes the following:

<p>Invitation to Bid Information for Bidders Instructions to Bidders Bid Proposal Form Non-Collusion Affidavit Prevailing Wage Certification Resident Bidder Status Asbestos Certification Statement of Drug Testing Program First Tier Subcontractor Disclosure Form Qualification of Bidder Bid Bond Agreement</p>	<p>Payment Bond Performance Bond Notice of Award Notice to Proceed Change Order General Conditions City of Fairview – Standard General Conditions State Wage Rates Special Provisions Contract Drawings prepared or issued by All County Surveyors & Planners, Inc., dated March 2015 City of Fairview Standard Details Addendum: No. ____, dated _____ Addendum: No. ____, dated _____ Addendum: No. ____, dated _____ All items included within these Contract Documents.</p>
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ARTICLE 11 - MISCELLANEOUS

11.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and specifically without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives; in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

This Agreement will be effective on _____, 2015.

Owner: _____
City of Fairview
_____ 1300 NE Village Street
_____ Fairview, Oregon 97024

Contractor: _____

By: _____

By: _____

Address for giving Notices: _____

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Fairview, State of Oregon, on _____, 20____, has awarded to _____ hereinafter designated as "Principal", a Contract for construction of the Village Street Loop Waterline Improvements 2015, the terms and provisions of which contract are incorporated herein by reference, and;

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

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

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

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

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

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

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

Principal

Attorney-in-Fact, Surety

Name and Address
Local Office of Agent

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Fairview, State of Oregon, on _____, 20____, has awarded to _____; hereinafter designated as the "Principal", a Contract for construction of the Village Street Loop Waterline Improvements 2015, the terms and provisions of which Contract are incorporated herein by reference, and;

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

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

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

As a condition precedent to the satisfactory completion of the said Contract, the above obligation to the amount of _____ Dollars (\$_____), shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said City of Fairview from loss or damage made evident during said period of one (1) year from the date of

acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of _____ Dollars, (\$_____), shall remain in full force and virtue; otherwise the above obligation shall be void.

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

In the event the City of Fairview or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, we agree to pay to said City of Fairview, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

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

Principal

Attorney-in-Fact, Surety

Name and Address
Local Office of Agent

FAIRVIEW CITY COUNCIL
AGENDA ITEM TYPE: DECISION



UPDATES TO CITY RECORD RETENTION SCHEDULES

Meeting Date: April 15, 2015

Agenda Item Number: 7.a.

Staff Member: Devree Leymaster

Department: Administration

REQUESTED COUNCIL ACTION

Clarify compliance within the Fairview Municipal Code to reflect updates to the City Record Retention Schedules under State Law.

PUBLIC PURPOSE & COMMUNITY OUTCOME

Continue providing the highest level of records management and retention of records in accordance with Oregon Administrative Rule (OAR) 166, Division 200.

ATTACHMENTS

A. Ordinance 7-2015

BACKGROUND

Following a year-long review of Oregon Administrative Rule (OAR) 166, Division 200, which governs the retention of records produced and maintained by cities in the State of Oregon, the revised OAR was formally adopted in the summer of 2014. The new OAR is now in effect and is noticeably lighter in text, has a streamlined outline, and features a few new minimum retention periods.

City Council adopted the official city Records Retention Schedule with Ordinance 2-1992 and the official city Records Management Manual with Ordinance 5-1992. The proposed amendment clarifies the city's adoption of the Manual and Schedule in their entirety and continued participation as defined by the State Archivist.

ALTERNATIVES

1. Do not adopt the ordinance.

BUDGET/FISCAL IMPACTS

Current Year Budget Impacts: Yes No

Future Fiscal Impacts: Yes No

Staff Work Load Impacts: Yes No

PUBLIC INVOLVEMENT

N/A

NEXT STEPS

N/A

FROM

Devree Leymaster, City Recorder

REVIEWED THROUGH

Heather Martin, City Attorney

FOR MORE INFORMATION

Staff Contact: Devree Leymaster, City Recorder

Telephone: (503) 674-6224

Staff E-Mail: leymasterd@ci.fairview.or.us

Website: www.fairvieworegon.gov



ORDINANCE
(07-2015)

**AN ORDINANCE AMENDING CHAPTER 2.30 OF THE FAIRVIEW MUNICIPAL
CODE TO REFLECT UPDATES TO CITY RECORD RETENTION SCHEDULES
UNDER STATE LAW**

WHEREAS, the Oregon Administrative Rules Chapter 166, Division 200 was recently updated with adopted changes in effect as of August 2014; and

WHEREAS, the City adopted Ordinances 2-1992 and 5-1992 concerning state record retention laws; and

WHEREAS, the City desires to amend Chapter 2.30 of the Fairview Municipal Code to reflect changes to state law.

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

Section 1 The Chapter 2.30 of the Fairview Municipal Code is hereby amended as set forth in the attached Exhibit A to this ordinance.

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

Ordinance adopted by the City Council of the City of Fairview, this 15th day of April, 2015.

Mayor, City of Fairview
Ted Tosterud

ATTEST

City Recorder, City of Fairview
Devree Leymaster

Date

EXHIBIT A

(Additions in *italics* and deletions in ~~strike through~~)

Chapter 2.30 CITY RECORDS

2.30.030 Adoption of Records Management Manual.

The Fairview city council, meeting in duly and regularly constituted session, does hereby find and determine that it is in the best interests of the city to adopt the *City Records Management Manual as determined and updated by the Oregon Association of Municipal Recordors* ~~city Records Management Manual document~~ as the official city Records Management Manual in its entirety and continue participation in the records management program as defined by the State Archivist. (Ord. 2-1992 § 3)

2.30.040 Adoption of Records Retention Schedule.

The Fairview city council, meeting in duly and regularly constituted session, does hereby find and determine that it is in the best interests of the city to adopt the *City General Records Retention Schedule as set forth under the Chapter 166, Division 200 of the Oregon Administrative Rules and subsequent amendments* ~~city Records Retention Schedule document~~ as the official city Records Retention Schedule in its entirety and continue participation in the records management program as defined by the State Archivist. (Ord. 5-1992 § 4)

FAIRVIEW CITY COUNCIL
AGENDA ITEM TYPE: DECISION



**Prohibiting Smoking, Vaping, and the Use of Tobacco Products on City
Property Except in Designated Areas**

Meeting Date: April 15, 2015

Agenda Item Number: 7.b.

Staff Member: Samantha Nelson

Department: Administration

REQUESTED COUNCIL ACTION

Adoption of Ordinance 08-2015 adding Chapter 12.50 and amending Chapter 12.30 of the Fairview Municipal Code to prohibit smoking, vaping, and the use of tobacco products at all city-owned facilities and any adjacent sidewalks and parking lots, except in designated areas.

PUBLIC PURPOSE & COMMUNITY OUTCOME

Protects and promotes public health, safety, and welfare.

ATTACHMENTS

A. Ordinance 08-2015 & Exhibit A- Fairview Municipal Code Chapters 12.50 and 12.30

BACKGROUND

The Oregon Smoke Free Workplace Law: Indoor Clean Air Act regulates smoking in public places indoors and in some outdoor areas to protect the public from secondhand smoke at work and in public areas as well as permits additional local regulations to further the purposes of the law. Tobacco use remains the number one cause of preventable death, and is the leading modifiable health risk factor responsible for much of the illness and suffering related to chronic disease. Although the long-term effects of secondhand exposure to vapor released from electronic cigarettes are currently unclear, recent studies have shown that the vapor contains several known toxins.

The use of electronic cigarettes and other nicotine vaping equipment in public spaces causes confusion regarding the lawfulness of smoking in public places and impedes the City's efforts to reduce the harmful effects of secondhand smoke exposure and create a culture of tobacco-free and smoke-free living. Smoking and tobacco products consumed in public spaces are often discarded on the ground requiring additional maintenance expenses, diminishing the beauty and cleanliness of such spaces, and posing a risk to children and pets and of wildfire.

It is the desire of the City of Fairview to protect and promote the public health, safety, and welfare by providing environments free of smoking, vaping and tobacco use at all city-owned facilities and any adjacent sidewalks and parking lots.

The City Council met in work session on February 18, 2015, and requested staff amend Ordinance 02-2015 to separate the prohibition of the sale of e-cigarettes and other vaping products to minors

from the prohibition of the use of tobacco and vaping products on city property. That has been done. Ordinance 02-2015 prohibits the sale of e-cigarettes, vaping products and other items to minors and is presented for second reading and adoption as a new city policy by the Fairview City Council. Ordinance 08-2015 is presented this evening for first reading only, and prohibits the use of tobacco and vaping products on city property and immediately adjacent sidewalks, including parks, except in designated areas.

ALTERNATIVES

1. Approve Ordinance 08-2015 adding Chapter 12.50 and amending Chapter 12.30 of the Fairview Municipal Code to prohibit smoking, vaping, and the use of tobacco products on City property except in designated areas.
2. Instruct staff to amend Ordinance as presented and reconsider at next meeting.
3. Not approve Ordinance 08-2015.

BUDGET/FISCAL IMPACTS

\$500-\$1,000 in expenses for additional signage in Public Facilities and Parks

Current Year Budget Impacts: Yes, additional cost in signage, and staff time.

Future Fiscal Impacts: Yes, staff time and court cost to enforce new rules and process violations.

Staff Work Load Impacts: Additional item to enforce by law enforcement and additional item to notice and educate businesses.

PUBLIC INVOLVEMENT

Public Hearing to be held on April 15, 2015

NEXT STEPS

If council approves Ordinance 08-2015 on April 15, 2015, it will become effective on May 15, 2015. During that time staff will identify and order needed signage, and will issue notices via the City website and newsletter regarding new code rules.

FROM

Samantha Nelson, City Administrator

REVIEWED THROUGH

Heather Martin, City Attorney

FOR MORE INFORMATION

Staff Contact: Samantha Nelson, City Administrator

Telephone: 503-674-6221

Staff E-Mail: nelsons@ci.fairview.or.us

Website: www.fairvieworegon.gov



ORDINANCE
(08-2015)

**AN ORDINANCE BY THE FAIRVIEW CITY COUNCIL ADDING CHAPTER 12.50
AND AMENDING CHAPTER 12.30 OF THE FAIRVIEW MUNICIPAL CODE TO
PROHIBIT SMOKING, VAPING, AND THE USE OF TOBACCO PRODUCTS**

WHEREAS, the effective management of City property and facilities requires the adoption and enforcement of rules regulating their use; and

WHEREAS, the Oregon Smoke Free Workplace Law: Indoor Clean Air Act regulates smoking in public places indoors and in some outdoor areas to protect the public from secondhand smoke at work and in public areas as well as permits additional local regulations to further the purposes of the law; and

WHEREAS, tobacco use remains the number one cause of preventable death, and is the leading modifiable health risk factor responsible for much of the illness and suffering related to chronic disease; and

WHEREAS, although the long-term effects of secondhand exposure to vapor released from electronic cigarettes are currently unclear, recent studies have shown that the vapor contains several known toxins; and

WHEREAS, the use of electronic cigarettes and other nicotine vaping equipment in public spaces causes confusion regarding the lawfulness of smoking in public places and impedes the City's efforts to reduce the harmful effects of secondhand smoke exposure and create a culture of tobacco-free and smoke-free living; and

WHEREAS, smoking and tobacco products consumed in public spaces are often discarded on the ground requiring additional maintenance expenses, diminishing the beauty and cleanliness of such spaces, and posing a risk to children and pets and of wildfire; and

WHEREAS, it is the desire of the City of Fairview to protect and promote the public health, safety, and welfare by providing environments free of smoking, vaping and tobacco use at all city-owned facilities and any adjacent sidewalks and parking lots.

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

Section 1 The Fairview Municipal Code is hereby amended by adding Section 12.50 and amending Section 12.30 as set forth in the attached Exhibit A.

Section 2 This Ordinance is and shall be effective thirty (30) days from its passage.

Ordinance adopted by the City Council of the City of Fairview, this 15th day of April, 2015.

Mayor, City of Fairview
Ted Tosterud

ATTEST

City Recorder, City of Fairview
Devree Leymaster

Date

ORDINANCE NO. 08-2015
EXHIBIT A

Section 12.50 is added to the Fairview Municipal Code as follows:

Chapter 12.50

Prohibits Smoking and Use of Tobacco on City Property

12.50.010 Definitions

For the purpose of this chapter, the following terms shall have the following meaning:

- A. "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, electronic cigarette pipe, hookah, plant or any other smoking, tobacco, nicotine or tobacco-like product or substance in any manner or any form.*
- B. "Tobacco use" means smoking, chewing, vaping, inhaling, or any other means of ingestion or consumption of any tobacco product.*
- C. "Tobacco" means any tobacco product, cigarette, cigar, pipe tobacco, smokeless tobacco, chewing tobacco, electronic cigarettes and any other form of tobacco or nicotine product that may be utilized for smoking, chewing, vaping, inhaling, or any other means of ingestion or consumption.*

Note: This policy does not prohibit use of FDA-approved nicotine replacement therapy products such as nicotine patches, gum and lozenges which are intended to help quit tobacco use and minimize symptoms of nicotine addiction.

12.50.020 Smoking and tobacco use prohibited.

Smoking and tobacco use is prohibited on and around all city-owned, leased, and maintained properties, as well as at all city-sponsored events except for those areas as designated by the City Administrator or Designee. This includes but is not limited to city-owned: buildings, within ten feet of any buildings, parking lots, adjacent sidewalks, park and recreation areas, vehicles, and other real and personal property.

12.50.030 Penalty.

Any person who shall violate any provision of this chapter as herein set forth shall be deemed guilty of a misdemeanor and upon conviction before the municipal judge be subject to a fine of not more than \$250.00 for each violation thereof. Each day or portion of a day such violation continues or occurs shall be deemed a separate violation.

Section 12.30 is amended to read (additions in italics)

12.30.060 Prohibited conduct.

The following conduct unless otherwise exempted shall be prohibited within all parks under the ownership, jurisdiction, or operation of the city; these regulations do not apply to parks operated by public agencies other than the city unless expressly adopted thereby:

A. Unless specifically authorized by city permit and subject to the further requirement, if any, of the OLCC, it shall be unlawful for any person to possess or drink any alcoholic beverage in any park or part thereof where such area has been posted identifying such prohibition. Unless specifically authorized by permit, it shall be unlawful for any person to sell any alcoholic beverage in any park or part thereof.

B. Park Hours – Closure. All Fairview city parks shall be open only from dawn to dusk. It shall be unlawful for any person to be in a park at any other time.

C. Additional Park Closures. Notwithstanding subsection B of this section, the city administrator or designate, or an officer of the city police department, may close any park or any part thereof, at any time, by erecting barricades prohibiting access thereto at appropriate locations. Notices that any park or part thereof is closed shall be posted at appropriate locations during the period of such closure, if feasible; however, failure to post such notices shall not invalidate such closure nor shall it be a defense to the charge of violating this section. The closure as indicated shall be done only in the interest of public safety and health and such decision for closure shall be based upon one or more of the following criteria or conditions existing in or near that park:

1. Life or property appears to be endangered and other means cannot reasonably be utilized to eliminate the danger.
2. The overcrowding of persons or vehicles has occurred so that necessary access to emergency assistance or emergency vehicles is unavailable.
3. Park property or other property located near the park reasonably appears to be endangered.
4. That loud and unreasonable noise, fighting, violence or threatening behavior or abusive or obscene language or gestures is occurring and is caused by sufficient numbers of persons so that other means cannot reasonably be utilized to eliminate the condition.
5. A hazardous condition exists.
6. Violations of criminal offenses or ordinances are occurring and are caused by sufficient numbers of persons so that other means cannot reasonably be utilized to eliminate the conditions.
7. That other conditions exist such that the safety of persons or property cannot reasonably be assured and a present danger thereto exists.

D. Park Closure Control. During the period of closure of a park in accordance with the above provisions, it shall be unlawful for any person to enter such park or any part thereof that has been closed or remain in such park or part thereof after having been notified of the closure and having been requested to leave by the city administrator or designate or an officer of the police department. Such closure shall not exceed 18 hours without the written approval of the city administrator. No person shall ride, drive, or walk on such part or portions of parks or pavements as may be closed to public travel or interfere with barriers erected against the public. And no person shall enter any building, enclosure, or place within any of the parks upon which the words “No Admittance” shall be displayed or posted by sign, placard or otherwise without the consent of the official in charge or police officer. No person shall refuse the request to obey any reasonable direction of the city administrator or designate or police officer.

E. Animals in Parks. It shall be unlawful for the owner, possessor, or keeper of any animal to permit the same to enter upon or to roam at large in any park and if such animal is found in any pond or fountain or in any park it may be impounded.

Owners of dogs or other animals damaging and destroying park property will be held liable for the full value of the property damaged or destroyed in addition to any penalties that may be imposed for violation of this section. Dogs shall be permitted in the park only when under leash. It shall be unlawful for any person to ride a horse or to permit a horse to enter into any park, except in places designated by park authorities for horseback riding. It shall be unlawful for any person to use any weapon, stick, stone, or missile of any kind to destroy, injure, disturb, or molest any wild or domestic animal, fowl, or fish within park limits, except for purposes of self-defense.

F. Bathing/Swimming. It shall be unlawful for any person to wade, swim, or bathe in any waters or waterways in or adjacent to a city park, except in places designated by park authorities for such purposes.

G. Motorized Vehicles. No motorized vehicles shall be permitted in any park or portion thereof within the city except for duly authorized vehicles.

H. Bicycles. It shall be unlawful to ride a bicycle off of paths or streets, on paths designated by park officials as closed to bicycles, or in areas reserved for pedestrian use in any park. A bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area or on any paved area reserved for pedestrian use. Bicyclists shall at all times operate their bicycles with reasonable regard to the safety of others.

I. Use of Skateboards and Skates. It shall be unlawful for any person to ride or operate a skateboard or skates on any brickwork, cobblestone or ornamental surface, railing, picnic table, bench, fountain area, planter, or sculpture located in a public area.

J. Floating Devices. It shall be unlawful for any person to operate, occupy, or otherwise use a floating device (e.g., boat, canoe, raft, inner tube, model boat, etc.) in any waters or waterways in or adjacent to a city park, except in places designated for such purposes.

K. No overnight camping or campfires shall be permitted within or upon any public park within the city.

L. No firearms or explosive devices of any kind shall, without permit, be permitted upon or within any public park or premises within the city.

M. Uses of Certain Devices or Equipment. It shall be unlawful for any person to use a beanshooter, slingshot, javelin, shotput, discus, golf equipment, archery equipment, or paintball equipment in or upon any park, except that any of the above equipment or devices may be used in areas specifically designated or provided for the particular use.

N. Advertising – Conducting Business. It shall be unlawful for any person to solicit for or conduct any business or to sell or to offer to sell any article or service or solicit for a charitable contribution in a public park unless such person has been granted a concession or park permit. It shall be unlawful for any person to place or carry any structure, sign, bulletin board, and advertising device of any kind whatsoever or erect any post or pole or make attachment of any notice, bill, poster, sign, wire, rod or cord to any tree, shrub, fence, railing, fountain, pole, post or structure or place any advertising or like device upon any portion of a public park; provided, however, that the city parks committee or its designate may by written permit allow erection of temporary decoration on occasions of public celebrations or holidays.

O. Toilet Facilities. It shall be unlawful to urinate or defecate in any park except in a toilet facility designed for that purpose.

P. Rubbish and Litter. It shall be unlawful for any person to obstruct the free use and enjoyment of any park or place any straw, dirt, chips, paper shavings, shells, ashes, swill or garbage or other rubbish or

refuse or debris in or upon any park or to dump any refuse or debris, rubbish, swill, garbage or the like which has originated from outside the park for the purposes of disposing thereof upon park premises.

Q. Vandalism. It shall be unlawful for any person to remove, destroy, break, injure, mutilate or deface in any way any structure, monument, statue, vase, fountain, wall, fence, railing, pond, vehicle, bench, tree, shrub, fern, plant, flower or other property in any park.

R. Annoying Children and Others. It shall be unlawful for any person to solicit the acquaintance of another in any park or annoy or follow children or distribute obscene literature or in any way annoy one another. No one shall use loud, boisterous, threatening, abusive, insulting or indecent language, or behave in a disorderly manner or do any act tending to be a breach of the public peace within or upon a park or premises of the city.

S. Damaging Park Property. It shall be unlawful for any person to willfully cut, remove, deface, injure, damage or destroy any property in any city park or public place or any fence, gate or other enclosure or part thereof around any city park.

T. Structures in Parks. Unless authorized by the city council or its park committee or designate, and subject to the terms of such permit, it shall be unlawful for any person to excavate for, erect, install or do any act as a part of or commencement of excavation, erection or installation for a permanent or temporary structure or facility in or upon any park or public property.

U. Smoking. Smoking as set forth under FMC 12.50 is prohibited.

FAIRVIEW CITY COUNCIL
AGENDA ITEM TYPE: DECISION



Reducing the speed limit in the Fairview Village from 25 mph to 20 mph

Meeting Date: April 15, 2015

Agenda Item Number: 7.c.

Staff Member: Ken Johnson, Police Chief

Department: Police

REQUESTED COUNCIL ACTION

Should an ordinance be adopted that would reduce the speed limit in the Fairview Village from 25 mph to 20 mph.

PUBLIC PURPOSE & COMMUNITY OUTCOME

Improve vehicle and pedestrian safety by slowing vehicles down.

ATTACHMENTS

- A. Ordinance 9-2015
- B. Vehicle Speed Study Results (Fairview Village).

BACKGROUND

Current and former Fairview City Councilors have asked staff to research the possibility of reducing the speed limit in the Fairview Village. On November 10, 2014, the concept was presented to the Public Safety Advisory Committee (PSAC). PSAC supported the recommendation. On November 19, 2014, the concept was presented to the Fairview City Council in Work Session. Council indicated their support to move forward with additional research to determine if we met the State mandated criteria to reduce the speed limit in the Village.

Under state law, the state reserves the right to regulate speed limits on all highways within the State of Oregon with few exceptions. Residential street speed is set at 25 miles per hour and cannot be altered unless the street is a Business District or meets the standards established in ORS 810.180(10) (cited below).

ORS 801.170: Business district means the territory contiguous to a highway when 50 percent or more of the frontage thereon for a distance of 600 feet or more on one side, or 300 feet or more on both sides, is occupied by buildings used for business.

Village Street from Halsey to NE Park Lane would qualify as a Business District and the Fairview City Council has the authority to reduce the speed limit on NE Village in that section of the street from 25 mph to 20 mph.

ORS 810.180(10): A road authority may establish by ordinance a designated speed for a highway under the jurisdiction of the road authority that is five miles per hour lower than the statutory speed. The following apply to the authority granted under this subsection:

- (a) The highway is located in a residence district.
- (b) The statutory speed may be overridden by a designated speed only if:
 - (A) The road authority determines that the highway has an average volume of fewer than 2,000 motor vehicles per day, more than 85 percent of which are traveling less than 30 miles per hour; **and**
 - (B) There is a traffic control device on the highway that indicates the presence of pedestrians or bicyclists.

A traffic study was conducted on NE Market and NE Park Lane. (In order to enter the Fairview Village, vehicles must enter on NE Market, NE Village or NE Park Lane). The study of daily vehicle volume and speed clearly give the City of Fairview Council (road authority) the ability to reduce the speed limit in the Village from 25 mph to 20 mph.

ALTERNATIVES

Alternatives:

1. Do nothing. Leave the speed limit at 25 mph.

BUDGET/FISCAL IMPACTS

Current Year Budget Impacts: Yes. Purchase five (5) 20 mph in Village signs at about \$60 each. Purchase one post at about \$100. Purchase one pedestrian sign at about \$60. Total approximately \$460.

Future Fiscal Impacts: No. Only to replace damaged or stolen signs.

Staff Work Load Impacts: Yes. Public Works crew will change out four existing 25 mph speed limit signs with 20 mph speed limit signs and install one post with speed limit sign installed.

PUBLIC INVOLVEMENT

Public Safety Advisory Committee meeting held November 10, 2014.
Fairview City Council Work Session held November 19, 2014.

NEXT STEPS

N/A

FROM

Ken Johnson, Chief of Police

REVIEWED THROUGH

City Attorney, City Administrator, PW Director

FOR MORE INFORMATION

Staff Contact: Chief Johnson

Telephone: (503) 674-6200

Staff E-Mail: johnsonk@ci.fairview.or.us

Website: www.fairvieworegon.gov



ORDINANCE
(9-2015)

**AN ORDINANCE BY THE FAIRVIEW CITY COUNCIL AMENDING CHAPTER 10.05
OF THE FAIRVIEW MUNICIPAL CODE TO REDUCE THE SPEED LIMIT IN
FAIRVIEW VILLAGE TO 20 MPH**

WHEREAS, The Oregon Revised Statutes grants local government road authorities the ability to lower speed limits in designated business districts and in residential districts if certain conditions are met; and

WHEREAS, NE Village St. between NE Halsey and NE Park Lane meet the standards to be declared a Business District; and

WHEREAS, a traffic study was conducted of daily traffic volume and speed meeting the requirements under ORS 810.180(10), giving the City has the authority to reduce the speed limit in the Fairview Village from 25 MPH to 20 MPH.

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

Section 1 The Fairview Municipal Code is hereby amended by adding Section 10.05.110(H) as set forth in the attached Exhibit A.

Section 2 This Ordinance is and shall be effective thirty (30) days from its passage.

Ordinance adopted by the City Council of the City of Fairview, this 15th day of April, 2015.

Mayor, City of Fairview
Ted Tosterud

ATTEST

Date

City Recorder, City of Fairview
Devree Leymaster

ORDINANCE NO. 9-2015

Exhibit A

Section 10.05.110 of the Fairview Municipal Code is amended as follows (additions in italics and deletions in strikethrough):

10.05.110 General traffic regulations.

A. Crossing Private Property. No operator of a vehicle shall proceed from one street to an intersecting street by crossing private property or premises open to the public. This provision shall not apply to the operator of a vehicle who stops on the property for the purpose of procuring or providing goods or services.

B. Unlawful Riding.

1. No operator shall permit a passenger to, and no passenger shall, ride on a vehicle upon a street except on a portion of the vehicle designed or intended for the use of passengers. This provision shall not apply to an employee engaged in the necessary discharge of a duty or to a person riding within a truck body in space intended for merchandise.

2. No person shall board or alight from a vehicle while the vehicle is in motion upon a street.

C. Roller Skates, Sleds, etc.

1. No person upon roller skates or riding in or by means of a coaster, toy vehicle, or similar device shall use the streets except while crossing at a crosswalk, or in an authorized area.

2. No person shall use the streets for traveling on skis, toboggans, sleds, or similar devices, except where authorized.

D. Damaging Sidewalks and Curbs.

1. The operator of a motor vehicle shall not drive upon a sidewalk or roadside planting strip except to cross a permanent or temporary driveway.

2. No unauthorized person shall place dirt, wood, or other material in the gutter or space next to the curb of a street with the intention of using it as a driveway.

3. No person shall remove a portion of a curb or move a motor vehicle or device moved by a motor vehicle upon the curb or sidewalk without first obtaining authorization and posting bond if required. A person who causes damage shall be held responsible for the cost of repair.

E. Removing Glass and Debris. A party to a vehicle accident or a person causing broken glass or other debris to be on a street shall remove the glass and other debris from the street.

F. Storage of Motor Vehicles on Streets. No person shall store or permit to be stored on a street, public right-of-way, public parking lot or other public property, without the permission of the council, a motor vehicle, recreational vehicle, or any type of trailer or personal property for a period of 72 hours. Failure to move a motor vehicle or other personal property for a period of 72 hours shall constitute prima facie evidence of storage of a motor vehicle.

G. Obstructing Streets. No person shall park or leave on a street, including an alley, parking strip, sidewalk or curb, a vehicle part, trailer, box, ware, merchandise of any description, or any other thing that impedes traffic or obstructs the view, except as is allowed by this chapter or other ordinances of the city. (Ord. 9-2011 § 1 (Att. 1); Ord. 5-2008; Ord. 9-2002 § 1; Ord. 11-1986 § 11)

H. 20 MPH Speed Limit in the Village. No person shall operate a motor vehicle in the Fairview Village at more than 20 miles per hour. For the purposes of this Section "Fairview Village" is boarded by the following streets: NE Halsey, NE Fairview Ave., NE Glisan and Fairview Parkway and includes the following streets: NE Market Dr., NE Park Lane, NE Village, NE Clear Creek Way, NE Multnomah Dr., NE Chinook Way and NE Pacific Dr. Violation of this section is a speeding violation and punishable under the provisions of ORS 811.109 et seq..

VEHICLE SPEED STUDY IN THE FAIRVIEW VILLAGE

Location:	NE Market Dr.- North of NE Park Lane
Direction of Travel:	North bound
Date Range:	April 29-May 5, 2014
Total Number of Vehicles:	4,082
Daily Average for Number of Vehicles:	680
Number of Vehicles Traveling at 30 MPH or less:	4,072
Number of Vehicles Traveling at 31 or more MPH:	8

Location:	NE Market Dr.- between Park Ln and Chinook Way
Direction of Travel:	South bound
Date Range:	July 22-July 28, 2014
Total Number of Vehicles:	3,550
Daily Average for Number of Vehicles:	592
Number of Vehicles Traveling at 30 MPH or less:	3,548
Number of Vehicles Traveling at 31 or more MPH:	2

Location:	NE Market Dr.- Near the USPS (Post Office)
Direction of Travel:	East bound
Date Range:	October 14-October 20, 2014
Total Number of Vehicles:	3,501
Daily Average for Number of Vehicles:	584
Number of Vehicles Traveling at 30 MPH or less:	3,499
Number of Vehicles Traveling at 31 or more MPH:	2

Location:	NE Market Dr.- Near the USPS (Post Office)
Direction of Travel:	West bound
Date Range:	September 9-September 10, 2014
Total Number of Vehicles:	588
Daily Average for Number of Vehicles:	588
Number of Vehicles Traveling at 30 MPH or less:	586
Number of Vehicles Traveling at 31 or more MPH:	2

Location:	NE Park Lane- between 223 rd Ave. and NE Market Dr.
Direction of Travel:	West bound
Date Range:	February 3-February 9, 2015
Total Number of Vehicles:	3,708
Daily Average for Number of Vehicles:	618
Number of Vehicles Traveling at 30 MPH or less:	3,701
Number of Vehicles Traveling at 31 or more MPH:	7

Location:	NE Park Lane- between NE Market Dr. and NE Village
Direction of Travel:	South bound
Date Range:	February 10-February 17, 2015
Total Number of Vehicles:	1,867
Daily Average for Number of Vehicles:	311
Number of Vehicles Traveling at 30 MPH or less:	1,867
Number of Vehicles Traveling at 31 or more MPH:	0

FAIRVIEW CITY COUNCIL
AGENDA ITEM TYPE: DECISION



Parks and Recreation Advisory Committee (PRAC) Appointments

Meeting Date: April 15, 2015

Agenda Item Number: 8.a.

Staff Member: Allan Berry

Department: Public Works

REQUESTED COUNCIL ACTION

Adoption of Resolution 17-2015 appointing a member to the Fairview Parks and Recreation Advisory Committee (PRAC) to fill the position vacated by a member who resigned due to moving out of the City area.

PUBLIC PURPOSE & COMMUNITY OUTCOME

To provide an avenue for increased citizen input on matters relating to parks, open spaces, trails, and recreational activities within the City of Fairview.

ATTACHMENTS

- A. Exhibit A- Applications for appointment to Parks and Recreation Advisory Committee
- B. Exhibit B- Resolution 17-2015 Appointing Member to the Fairview Parks and Recreation Advisory Committee

BACKGROUND

The Parks and Recreation Advisory Committee was created within the City of Fairview by FMC Chapter 2.16 to encourage the purpose of advising and making recommendations to the city council regarding Fairview's park facilities, natural areas, open spaces, and recreation resources and activities.

PRAC is comprised of six regular members and one representative of the Reynolds School District. All members serve three year terms and shall reside, work in, own property, or own a business within Fairview. Whenever possible, persons appointed will have demonstrated interest, experience, or expertise in some area of parks, recreation or related services.

There is currently one open position on PRAC with a term date of December 31, 2015. This position is open due to a members' resignation as result of moving out of the city area.

ALTERNATIVES

1. Approve Resolution 17-2015 appointing a member to the Fairview Parks and Recreation Advisory Committee
2. Not approve Resolution 17-2015 and defer appointment pending further applications for appointment to the advisory committee.

BUDGET/FISCAL IMPACTS

None

PUBLIC INVOLVEMENT

None

NEXT STEPS

Notices will be sent to newly appointed members welcoming them to the committee and providing all necessary information and assistance to serve their term.

FROM

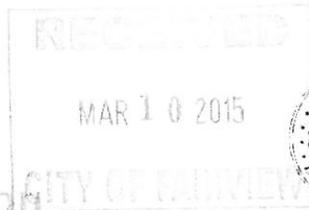
Samantha Nelson, City Administrator

REVIEWED THROUGH

Heather Martin, City Attorney

FOR MORE INFORMATION

Staff Contact:	Samantha Nelson, City Administrator	Allan Berry, Public Works Director
Telephone:	503-674-6221	503-674-6235
Staff E-Mail:	nelsons@ci.fairview.or.us	berrya@ci.fairview.or.us
Website:	www.fairvieworegon.gov	www.fairvieworegon.gov



Application for Boards/Commissions

Contact Information

Name: Shalynn Rivas
 Street Address: [REDACTED]
 Mailing Address: [REDACTED]
 City/State/Zip Code: Fairview, OR 97024
 Home Phone: [REDACTED]
 Work Phone: [REDACTED]
 E-Mail Address: [REDACTED]

Background

Years of Residence in Fairview: 22 years
 Place of Employment: Edward Jones Investments & Oxbow Park - Metro
 Occupation: Administrative Assistant & Seasonal Park Worker
 Educational Background:
 -Graduate, Medical Assisting Program, Concorde Career College
 -Course Work, Mt. Hood Community College
 -Graduate, Reynolds Learning Academy
 Prior Civic Activities:
 -I set up Oregon Food Bank drop off sites at 4 different Edward Jones offices, and organized many food drives.
 -I organized a drug and alcohol awareness week through my leadership class at my high school.
 -I volunteered 100+ hours through the MYC program at RLA doing landscaping, invasive plant removal, and trail maintenance.

Boards/Commissions of Interest

Please check all of the following Boards/Commissions that interest you:
 If checking more than one, please prioritize your interest (1, 2, 3, etc.)

- City Council
- Budget Committee
- Planning Commission
- Economic Development Advisory Committee (EDAC)
- x2 Parks and Recreation Advisory Committee (PRAC)
- Public Safety Advisory Committee (PSAC)
- x1 Arts and Community Events Advisory Committee (ACEAC)
- Other short-term task groups or focus groups that would meet for a specific purpose and then disband when the business is completed

Special Skills or Qualifications

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

- I have 5+ years experience planning and implementing seminars and events through Edward Jones.
- I studied art, and have been painting for many years.
- I am beginning my second season working at Oxbow Regional Park.

Motivation

Discuss your motivation for serving on this Board/Commission.

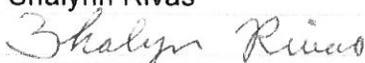
- I am a long time resident of Fairview; with my knowledge of the area and creative ideas, I believe that I would be an exceptional addition to the Board.
- I want to contribute to making Fairview a better place to live for my children, and my community.

Special Notice

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

Agreement and Signature

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

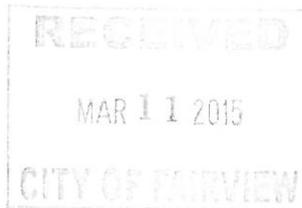
Name (printed)	Shalynn Rivas
Signature	
Date	03/09/2015

Applications expire December 31 of the calendar year in which submitted.

Our Policy

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

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



Application for Boards/Commission

Contact Information

Name: Toni Stanhope
 Street Address: [REDACTED]
 Mailing Address: same as above
 City/State/Zip Code: Fairview/OR/97024
 Home Phone: [REDACTED]
 Work Phone: [REDACTED]
 E-Mail Address: [REDACTED]

Background

Years of Residence in Fairview: 11 years
 Place of Employment: Fidelity National Title Company
 Occupation: AVP Development Services
 Educational Background: AA from MHCC

Prior Civic Activities: Salish Ponds HOA Board; held various positions since 2009
 Fund-raiser for Hall School students
 Clean up committee for Gresham/Barlow Schools through Easthill Church

Boards/Commissions of Interest

Please check all of the following Boards/Commissions that interest you:
 If checking more than one, please prioritize your interest (1, 2, 3, etc.)

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

Special Skills or Qualifications

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

Currently serving on Salish Ponds homeowners' board.

Motivation

Discuss your motivation for serving on this Board/Commission.

To volunteer in the community where I live.

Special Notice

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

Agreement and Signature

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

Name (printed)

Toni Stanhope

Signature



Date

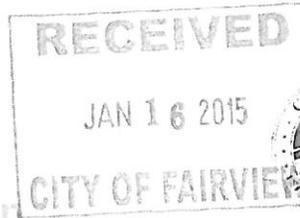
3/11/15

Applications expire December 31 of the calendar year in which submitted.

Our Policy

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



Application for Boards/Commissions

Contact Information

Name: LAURI KREARNER
 Street Address: [REDACTED]
 Mailing Address: [REDACTED]
 City/State/Zip Code: FAIRVIEW, OR 97024
 Home Phone: [REDACTED]
 Work Phone: [REDACTED]
 E-Mail Address: [REDACTED]

Background

Years of Residence in Fairview: 19
 Place of Employment: Legacy Mt Hood Hospital
 Occupation: Office Assistant 18 yrs
 Educational Background: Clackamas HS 4yr grad
 Puget Sound Christian College 2 yrs
 Prior Civic Activities:
 • Legacy Mt Hood Foundations 1
 • Girl Journey / charity 10 yrs
 • Friends of Fairview 1 yr
 • FAIRVIEW Elementary current PTA 9 yrs
 • Reynolds HS PTA/BOOSTER 4yr
 • Senior all night party committee 1yr
 • Snow cap charities 2yr
 • HS camp COUNSELOR
 • QUILTS FOR THE HOMELESS
 • FEED THE HOMELESS

Boards/Commissions of Interest

Please check all of the following Boards/Commissions that interest you:
 If checking more than one, please prioritize your interest (1, 2, 3, etc.)

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

Special Skills or Qualifications

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

I am a mom of 2 kids, we played soccer on many of these fields. I have cleaned trash off these parks and streets. I have supported activities on these park grounds and worked events on these park grounds. I have a desire to help make these parks even better.

Motivation

Discuss your motivation for serving on this Board/Commission.

Because I am all about community and this is my community and I take pride in that. I have lived in FV for 19 years and I have raised a 19 yr old through all Reynolds schools and a 2nd child currently in HS. I love that parks bring unity, I love nature and also how parks are used for physical activity like sports.

Special Notice

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

Agreement and Signature

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

Name (printed)

Lauri Kreamier

Signature

Lauri Kreamier

Date

1-16-15

Applications expire December 31 of the calendar year in which submitted.

Our Policy

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

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

con't (motivation)

my children played soccer on many of these fields for years. It became a place of friendships, picnics, Easter Egg hunts, birthday parties, ball games ect.

I like that by having parks they also offer jobs and even summer jobs to the youth (example blue lake) which helps teach them life skills and responsibilities. I like that parks are free or low cost for all to afford.

I want to be more involved than volunteering. I would like to be part of the committee that can help bring new ideas and enthusiasm. I am a go getter and I am true on my word. I always give it my all and I believe I would be a great asset to this team.

I love life and I love to share it with others. I like to teach my children how to give back to others through community events and it has rubbed off as they have been with me serving throughout many of these events. If through the kindness of helping others rubs off on others this community and world will just keep getting better.



RESOLUTION
(17-2015)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL APPOINTING A MEMBER
TO THE PARKS AND RECREATION ADVISORY COMMITTEE (PRAC).**

WHEREAS, Fairview City Council created the Parks and Recreation Advisory Committee to advise the City Council regarding matters of park facilities, natural areas, open spaces, and recreation resources and activities in the City; and

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

WHEREAS, PRAC has one open position due to a resignation of a member; and

WHEREAS, position five (5) with a term date of December 31, 2015 is now open; and

WHEREAS, applications for this position have been received and reviewed by the Council.

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

Section 1 The Council hereby appoints _____ to serve on the Parks and Recreation Advisory Committee in position five (5) with a term date of December 31, 2015.

Section 2 This resolution is and shall be effective from the day of its passage.

Resolution adopted by the City Council of the City of Fairview, this 15th day of April, 2015.

Mayor, City of Fairview
Ted Tosterud

Date

ATTEST

City Recorder, City of Fairview
Devree Leymaster

FAIRVIEW CITY COUNCIL
AGENDA ITEM TYPE: DECISION



Arts and Community Events Advisory Committee Appointments

Meeting Date: April 15, 2015

Agenda Item Number: 8.b.

Staff Member: Devree Leymaster

Department: Administration

REQUESTED COUNCIL ACTION

Adoption of Resolution 03-2015 appointing members to the Fairview Arts and Community Events Advisory Committee (ACEAC).

PUBLIC PURPOSE & COMMUNITY OUTCOME

To provide an avenue for increased citizen input to the City Council on matters relating to the recognition of arts and community events in Fairview and to help stimulate private and public initiatives and financial support for programs and activities in arts and community events within Fairview.

ATTACHMENTS

- A. Exhibit A- Applications for appointment to Arts and Community Events Advisory Committee
- B. Exhibit B- Resolution 18-2015 Appointing Member to the Fairview Arts and Community Events Advisory Committee

BACKGROUND

The Arts and Community Events Advisory Committee (ACEAC) was created by FMC Chapter 2.17 to encourage greater opportunities for and recognition of arts and community events in Fairview and to stimulate private and public initiatives and financial support for programs and activities in the arts and community events. Members of ACEAC actively participate in the planning and staffing of community events in coordination with city staff.

ACEAC currently has five (5) positions open.

Whenever possible, persons will be appointed who have demonstrated interest, experience, expertise in this area, and it is preferred, though not required, that two members have arts or event professional backgrounds.

There are currently not an adequate number of members for this committee to form a quorum to hold a meeting.

ALTERNATIVES

1. Approve Resolution 18-2015 appointing member to the Fairview Arts and Community Events Advisory Committee and continue to accept applications until all the committee positions are filled.
2. Not adopt Resolution 18-2015 and defer appointment pending further applications for appointment to the advisory committee.

BUDGET/FISCAL IMPACTS

None

PUBLIC INVOLVEMENT

None

NEXT STEPS

Notices will be sent to newly appointed members welcoming them to the committee and providing all necessary information and assistance to serve their term.

FROM

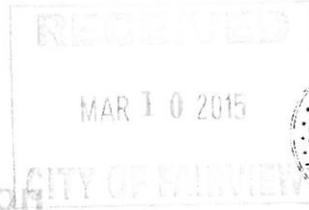
Samantha Nelson, City Administrator

REVIEWED THROUGH

Heather Martin, City Attorney

FOR MORE INFORMATION

Staff Contact:	Samantha Nelson, City Administrator	Devree Leymaster, City Recorder
Telephone:	503-674-6221	503-674-6224
Staff E-Mail:	nelsons@ci.fairview.or.us	leymasterd@ci.fairview.or.us
Website:	www.fairvieworegon.gov	www.fairvieworegon.gov



Application for Boards/Commissions

Contact Information

Name: Shalynn Rivas
 Street Address: [REDACTED]
 Mailing Address: [REDACTED]
 City/State/Zip Code: Fairview, OR 97024
 Home Phone: [REDACTED]
 Work Phone: [REDACTED]
 E-Mail Address: [REDACTED]

Background

Years of Residence in Fairview: 22 years
 Place of Employment: Edward Jones Investments & Oxbow Park - Metro
 Occupation: Administrative Assistant & Seasonal Park Worker
 Educational Background: -Graduate, Medical Assisting Program, Concorde Career College
 -Course Work, Mt. Hood Community College
 -Graduate, Reynolds Learning Academy
 Prior Civic Activities: -I set up Oregon Food Bank drop off sites at 4 different Edward Jones offices, and organized many food drives.
 -I organized a drug and alcohol awareness week through my leadership class at my high school.
 -I volunteered 100+ hours through the MYC program at RLA doing landscaping, invasive plant removal, and trail maintenance.

Boards/Commissions of Interest

Please check all of the following Boards/Commissions that interest you:
 If checking more than one, please prioritize your interest (1, 2, 3, etc.)

City Council

- Budget Committee
- Planning Commission
- Economic Development Advisory Committee (EDAC)
- x2 Parks and Recreation Advisory Committee (PRAC)
- Public Safety Advisory Committee (PSAC)
- x1 Arts and Community Events Advisory Committee (ACEAC)
- Other short-term task groups or focus groups that would meet for a specific purpose and then disband when the business is completed

Special Skills or Qualifications

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

- I have 5+ years experience planning and implementing seminars and events through Edward Jones.
- I studied art, and have been painting for many years.
- I am beginning my second season working at Oxbow Regional Park.

Motivation

Discuss your motivation for serving on this Board/Commission.

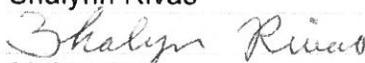
- I am a long time resident of Fairview; with my knowledge of the area and creative ideas, I believe that I would be an exceptional addition to the Board.
- I want to contribute to making Fairview a better place to live for my children, and my community.

Special Notice

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

Agreement and Signature

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

Name (printed)	Shalynn Rivas
Signature	
Date	03/09/2015

Applications expire December 31 of the calendar year in which submitted.

Our Policy

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



RESOLUTION
(18 - 2015)

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

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

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

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

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

WHEREAS, ACEAC has five positions open with staggered term dates; and

WHEREAS, one application for these positions have been received and reviewed by the Council.

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

Section 1 The Council hereby appoints _____ to serve on the Arts and Community Events Advisory Committee in position three (3) with a term date of December 12/31/2017.

Section 2 This resolution is and shall be effective from the day of its passage.

Resolution adopted by the City Council of the City of Fairview, this 15th day of April, 2015.

Mayor, City of Fairview
Ted Tosterud

ATTEST

Date

City Recorder, City of Fairview
Devree Leymaster



City of Fairview

Check Register

Packet: APPKT01432 - 03/26/2015 AP 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						
01305	BRENTAG PACIFIC, INC.	03/27/2015	Regular	0.00	721.75	60648
<u>BPI503258</u>	Invoice	03/10/2015	SODUIM HYPOCHLORITE EPA PESTICIDE	0.00	721.75	
01761	BRETTHAUER OIL CO.	03/27/2015	Regular	0.00	523.72	60649
<u>CL10757</u>	Invoice	03/15/2015	PD- VEHICLE FUEL	0.00	523.72	
00117	BUILDING CODES CONSULTANCY IN	03/27/2015	Regular	0.00	4,856.64	60650
<u>759</u>	Invoice	03/04/2015	BUILDING INSPECTION SERVICE	0.00	4,856.64	
00179	CITY OF PORTLAND	03/27/2015	Regular	0.00	9,136.40	60651
<u>10179311</u>	Invoice	03/12/2015	RADIO COMMUNICATION	0.00	1,614.90	
<u>10180152</u>	Invoice	03/16/2015	PD - BOEC CONTRACT COSTS	0.00	17,478.00	
<u>10180167</u>	Invoice	03/17/2015	PD - RECORDS MANAGEMENT	0.00	2,317.50	
<u>70018062</u>	Credit Memo	03/09/2015	PD- BOEC CONTRACT COSTS	0.00	-12,274.00	
00293	DIAL TEMPORARY HELP SERVICES, II	03/27/2015	Regular	0.00	543.60	60652
<u>285957</u>	Invoice	03/11/2015	TEMP/HELP GALLAGHER 3/08/2015	0.00	543.60	
00319	FERGUSON ENTERPRISES INC.	03/27/2015	Regular	0.00	89.91	60653
<u>3263313</u>	Invoice	03/04/2015	WATER MARK PAINT FLOOR	0.00	89.91	
00416	HOOD CENTER CLEANERS	03/27/2015	Regular	0.00	198.00	60654
<u>INV0018335</u>	Invoice	02/12/2015	PD- UNIFORMS MAINTENANCE DRYCLEA	0.00	198.00	
00516	LEAMY PRINTING & DESIGN	03/27/2015	Regular	0.00	96.00	60655
<u>150339</u>	Invoice	03/19/2015	EASTER EGG HUNT BANNERS	0.00	96.00	
00596	MOEN MACHINERY INC	03/27/2015	Regular	0.00	55.30	60656
<u>422042</u>	Invoice	03/09/2015	PARKS EQUIPMENT REPAIR EDGER BLADE	0.00	55.30	
00615	MULTNOMAH COUNTY OREGON	03/27/2015	Regular	0.00	848.00	60657
<u>1815034857</u>	Invoice	02/28/2015	FEBRUARY 2015 INMATE WORK CREW	0.00	848.00	
00618	MULTNOMAH COUNTY OREGON	03/27/2015	Regular	0.00	56.79	60658
<u>1815035175</u>	Invoice	03/11/2015	FINANCE- NAMEPLATES	0.00	56.79	
00618	MULTNOMAH COUNTY OREGON	03/27/2015	Regular	0.00	496.26	60659
<u>18150235176</u>	Invoice	03/11/2015	WATER FLUSHING PROGRAM SIGNS	0.00	496.26	
00618	MULTNOMAH COUNTY OREGON	03/27/2015	Regular	0.00	290.85	60660
<u>1815035174</u>	Invoice	03/11/2015	NAMEPLATES & TITLES	0.00	290.85	
00670	ODOT DMV SERVICES	03/27/2015	Regular	0.00	15.50	60661
<u>MB116313</u>	Invoice	03/09/2015	PD- INVESTIGATION PHOTO LINE-UP	0.00	15.50	
00676	OFFICEMAX-A BOISE CO.	03/27/2015	Regular	0.00	418.78	60662
<u>729186</u>	Invoice	03/05/2015	ADMIN/PW- OFFICE SUPPLIES	0.00	391.37	
<u>804947</u>	Invoice	03/12/2015	PW OFFICE SUPPLIES	0.00	27.41	
00206	OREGON PUBLICATIONS CORP	03/27/2015	Regular	0.00	41.00	60663
<u>1694493</u>	Invoice	03/19/2015	ADMIN-OUTLOOK SUBCRPTION	0.00	41.00	
00745	PIP PRINTING & DOCUMENT SERVIC	03/27/2015	Regular	0.00	56.82	60664
<u>21841</u>	Invoice	03/06/2015	ELECTRICAL SAFTEY LABEL	0.00	56.82	
00758	PORTLAND GENERAL ELECTRIC	03/27/2015	Regular	0.00	17.85	60665
<u>0000003192</u>	Invoice	03/15/2015	EXCESS TRANSFORMER CAPACITY	0.00	17.85	
00763	POUNDER OIL SERVICE INC.	03/27/2015	Regular	0.00	46.37	60666

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>CL09290</u>	Invoice	03/15/2015	PARKS- VEHICLE FUEL	0.00	46.37	
00771	PROPET DISTRIBUTORS	03/27/2015	Regular	0.00	1,038.00	60667
<u>106295</u>	Invoice	03/16/2015	DOGIPOT SMART LITTER PICK UP BAGS	0.00	1,038.00	
00868	SILVIA J. CZAFIT	03/27/2015	Regular	0.00	128.98	60668
<u>01513</u>	Invoice	03/13/2015	COURT - INTERPRETING AND TRANSLATI	0.00	128.98	
00890	STEPHEN RICHARDS	03/27/2015	Regular	0.00	520.38	60669
<u>INV0018350</u>	Invoice	02/12/2015	TRAVEL CONFERENCE MEALS & LODGING	0.00	520.38	
01785	TESHA LEAL	03/27/2015	Regular	0.00	150.00	60670
<u>INV0018351</u>	Invoice	03/21/2015	COMMUNITY CENTER REFUND	0.00	150.00	
00674	U.S. BANKCORP EQUIPMENT FINAN	03/27/2015	Regular	0.00	576.00	60671
<u>274258292</u>	Invoice	03/11/2015	CONTRACT PAYMENT RICOH MPC4502 C	0.00	251.00	
<u>274443761</u>	Invoice	03/15/2015	CONTRACT PAYMENT KONICA C754E	0.00	325.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	29	24	0.00	20,922.90
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
	29	24	0.00	20,922.90



City of Fairview

Check Register

Packet: APPKT01436 - 03/31/2015 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						
01783	BROWN, HELEN AGNES	03/31/2015	Regular	0.00	115.00	60677
<u>INV0018323</u>	Invoice	03/26/2015	BROWN, H RL DRIVERS CLASS 3/23/15	0.00	115.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	115.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	115.00



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						
01784	BARKER, DONNA EILEEN	03/31/2015	Regular	0.00	115.00	60676
<u>INV0018325</u>	Invoice	03/26/2015	BARKER, D RL- DRVR CLS 3/23/15	0.00	115.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	115.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	115.00



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
01347	ALEXIN ANALYTICAL LABORATORIES	04/03/2015	Regular	0.00	500.00	60679
<u>21464</u>	Invoice	03/23/2015	COLIFORM & E.COLI BACTERIA COLLECTI	0.00	500.00	
00047	AMERIWEST WATER SERVICES INC	04/03/2015	Regular	0.00	2,248.55	60680
<u>15-113</u>	Invoice	03/12/2015	FIVE -GALLON BLENDED POLYPHOSPHATE	0.00	2,248.55	
00053	ANSWERNET, INC.	04/03/2015	Regular	0.00	109.00	60681
<u>068-33447</u>	Invoice	04/01/2015	ANSWERING SERVICE & FAX/ E-MAIL DELI	0.00	109.00	
00060	AT&T	04/03/2015	Regular	0.00	104.07	60682
<u>INV0018387</u>	Invoice	03/22/2015	SHOP-TELEPHONE	0.00	104.07	
00140	CARQUEST AUTO PARTS	04/03/2015	Regular	0.00	13.98	60683
<u>5744-456164</u>	Invoice	03/20/2015	VEHICLE REPAIR FOG LIGHT BULB	0.00	13.98	
01749	CASCADE CONSTRUCTION & REMOI	04/03/2015	Regular	0.00	8,320.00	60684
<u>15-0012</u>	Invoice	03/12/2015	CONCRETE SIDEWALK REPAIR	0.00	8,320.00	
01786	CHELATCHIE ROCK LLC	04/03/2015	Regular	0.00	934.00	60685
<u>INV0018390</u>	Invoice	04/02/2015	ETCHED BOULDER FOR MAYOR WEATHER	0.00	934.00	
00178	CITY OF GRESHAM	04/03/2015	Regular	0.00	44,842.65	60686
<u>INV0018392</u>	Invoice	03/19/2015	SEWER DISPOSAL CITY OF GRESHAM / CIT	0.00	44,842.65	
00293	DIAL TEMPORARY HELP SERVICES, II	04/03/2015	Regular	0.00	543.60	60687
<u>286230</u>	Invoice	03/18/2015	TEMP/HELP GALLAGHER WEEK ENDING 0	0.00	543.60	
00314	FASTENAL COMPANY	04/03/2015	Regular	0.00	294.79	60688
<u>ORPO831929</u>	Invoice	03/16/2015	C- FOLD REPLACMENT PAPER TOWELS	0.00	75.84	
<u>ORPO831955</u>	Invoice	03/17/2015	C-FOLD PAPER TOWELS & EMBOSSED TOI	0.00	178.80	
<u>ORPO831984</u>	Invoice	03/19/2015	TRASH CAN LINERS	0.00	40.15	
01042	FRONTIER COMMUNICATIONS NOR	04/03/2015	Regular	0.00	71.49	60689
<u>INV0018397</u>	Invoice	03/16/2015	TELEPHONE -WELL#8	0.00	71.49	
00640	NEXTEL WEST CORP.	04/03/2015	Regular	0.00	639.87	60690
<u>365712310-160</u>	Invoice	03/18/2015	PD - WIRELESS	0.00	501.76	
<u>887622317-160</u>	Invoice	03/18/2015	PUBLIC WORKS SHOP- WIRELESS	0.00	138.11	
00648	NORTHWEST NATURAL	04/03/2015	Regular	0.00	193.99	60691
<u>INV0018400</u>	Invoice	03/23/2015	GAS HEAT- COMMUNITY	0.00	112.18	
<u>INV0018403</u>	Invoice	03/20/2015	GAS HEAT - CITY HALL	0.00	34.34	
<u>INV0018404</u>	Invoice	03/20/2015	GAS HEAT- SHOP	0.00	47.47	
00670	ODOT DMV SERVICES	04/03/2015	Regular	0.00	15.50	60692
<u>MB116325</u>	Invoice	03/13/2015	PHOTO REQUEST & LINE-UP	0.00	15.50	
00709	OREGONIAN FAIRVIEW DIST.	04/03/2015	Regular	0.00	40.00	60693
<u>INV0018406</u>	Invoice	03/31/2015	SUBSCRIPTION RENEWAL	0.00	40.00	
01401	REDFLEX TRAFFIC SYSTEMS	04/03/2015	Regular	0.00	5,480.00	60694
<u>RTS0008253</u>	Invoice	03/16/2015	RED LIGHT CAMERA	0.00	5,480.00	
01387	RENAYE DELANO	04/03/2015	Regular	0.00	103.67	60695
<u>INV0018409</u>	Invoice	03/31/2015	REIMBURSEMENT OF EASTER EVENT SUP	0.00	103.67	
00801	RESERVE ACCOUNT	04/03/2015	Regular	0.00	4,000.00	60696
<u>INV0018413</u>	Invoice	04/02/2015	REFILL POSTAGE MACHINE	0.00	4,000.00	

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
01528 <u>5035246749</u>	RICOH USA, INC Invoice	04/03/2015 03/24/2015	Regular PD- PRINTER BLACK & WHITE/ COLOR	0.00 0.00	300.26 300.26	60697
01184 <u>9742455262</u>	VERIZON WIRELESS Invoice	04/03/2015 03/18/2015	Regular PD- RADIO COMMUNICATION	0.00 0.00	400.56 400.56	60698
01590 <u>INV0018411</u>	WASHINGTON STATE UNIVERSITY-C Invoice	04/03/2015 04/01/2015	Regular REGISTRATION FOR NW CLERKS INSTITUT	0.00 0.00	1,100.00 1,100.00	60699
01318 <u>3556832003</u>	XYLEM WATER SOLUTIONS USA, INC Invoice	04/03/2015 03/20/2015	Regular MAINTENANCE ON PUMP #2	0.00 0.00	345.00 345.00	60700

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	27	22	0.00	70,600.98
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
	27	22	0.00	70,600.98



City of Fairview

Check Register

Packet: APPKT01445 - 04/03/2015 PO#15-0011_RA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01745	BUD BELLAMY & SON, INC.	04/03/2015	Regular	0.00	8,100.00	60701

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	8,100.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	8,100.00



City of Fairview

Check Register

Packet: APPKT01447 - 04/06/2015 SIDEWALK REIMBURSEMENT
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						
01789	BOSKY DELL NATIVES, INC	04/06/2015	Regular	0.00	2,600.00	60703
<u>INV0018418</u>	Invoice	03/27/2015	ROSES FOR FAIRVIEW WOODS PLANTING	0.00	2,600.00	
01788	GREGORY & ELZABETH LINSTROM	04/06/2015	Regular	0.00	480.00	60704
<u>INV0018416</u>	Invoice	04/02/2015	SIDEWALK REIMBURSEMENT PROGRAM	0.00	480.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	3,080.00
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
	2	2	0.00	3,080.00



City of Fairview

Check Register

Packet: APPKT01446 - 04/06/2015 SIDEWALK REIMBURSEMENT
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	
01787	CHRISTINE SHARR	04/06/2015	Regular	0.00	342.25	60702
<u>INV0018415</u>	Invoice	04/02/2015	SIDEWALK REIMBURSEMENT PROGRAM	0.00	342.25	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	342.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	342.25



City of Fairview

Check Register

Packet: APPKT01448 - 04/07/2015 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						
01715	MUIR, RYAN VINCENT	04/07/2015	Regular	0.00	200.00	60705
<u>INV0017323</u>	Invoice	12/12/2014	Muir, R Red Light-NTSI dif 11/13/14	0.00	200.00	

Bank Code US BANK Summary

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