



MAYOR TED TOSTERUD	
COUNCIL PRESIDENT STEVE PROM	COUNCILOR TAMIE ARNOLD
COUNCILOR DAN KREAMIER	COUNCILOR NATALIE VORUZ
COUNCILOR ED BEJARANA	COUNCILOR BRIAN COOPER

## FAIRVIEW CITY COUNCIL AGENDA

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

**WEDNESDAY, July 15, 2015**

### WORK SESSION

1. Development Incentives Alternatives Discussion 6:00 PM  
(EDAC Liaisons: Mayor Tosterud & Councilor Kreamier)
2. City Administrator Recruitment Process Discussion 6:30 PM  
(Christy Wurster, Interim City Administrator & Heather Martin, City Attorney)

### REGULAR SESSION

1. CALL TO ORDER 7:00 PM  
ROLL CALL  
PLEDGE OF ALLIGIANCE
2. SWEARING-IN OF APPOINTED CITY COUNCILOR – Tamie Arnold 7:05 PM (A)  
(Heather Martin, City Attorney)
3. CONSENT AGENDA 7:10 PM (A)
  - a. Minutes of July 1, 2015
  - b. Authorize the Interim City Administrator to enter into a Professional Service Contract with GSI Water Solutions Inc.: Resolution 33-2015
  - c. Authorize the Interim City Administrator to sign a Construction Services Contract for the City of Fairview Slurry Seal Project 2015: Resolution 34-2015
  - d. Authorize the Interim City Administrator to enter into a Professional Service Contract for Professional Surveying and Engineering Services for the NE 7th Street (*Main-Depot*) Street Improvement Project 2015: Resolution 35-2015
  - e. Authorize the Interim City Administrator to enter into a Professional Service Contract for Professional Surveying and Engineering Services for the NE 7th Street (*Main-Cedar*) Street Improvement Project 2015: Resolution 36-2015
  - f. Authorize the City Administrator to enter into an Agreement for Banking Services: Resolution 28-2015
4. CITIZENS WISHING TO SPEAK ON NON-AGENDA ITEMS 7:15 PM (I)
5. PRESENTATIONS 7:20 PM (I)
  - a. Eagle Scout Presentation – Austin Arnold (15 min)
  - b. Fairview Lake Property Owner Association (FLPOA) Annual Report (15 min)
6. CITY ADMINISTRATOR AND DIRECTOR REPORTS 7:50 PM (I)

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

---

- |     |  |             |
|-----|--|-------------|
| 7.  | MAYOR/COMMITTEE REPORTS AND COUNCIL COMMENTS   | 8:05 PM (I) |
| 8.  | PUBLIC HEARINGS  | 8:15 PM (A) |
|     | a. Amendment to the Fairview Municipal Code Section 19.106, Natural Resources, to Allow the use of Buffer Averaging in Resource Protection Areas: Ordinance 10-2015<br>2nd Reading & Hearing<br>(Allan Berry, Public Works Director) |             |
|     | b. Amend Chapter 10.05 of the Fairview Municipal Code to Reflect Updates to the City Parking Regulations: Ordinance 11-2015<br>2nd Reading & Hearing<br>(Ken Johnson, Police Chief & Allan Berry, Public Works Director)             |             |
| 9.  | COUNCIL BUSINESS   | 8:45 PM (A) |
| 10. | ADJOURNMENT  | 8:45 PM (A) |

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

7-9-15  
\_\_\_\_\_  
Date

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

**NEXT COUNCIL WORK SESSION IS AUGUST 5, 2015**

**NEXT REGULAR COUNCIL MEETING IS AUGUST 19, 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 [metrocast.peg.tv](http://metrocast.peg.tv). Go to the Playlist tab and select Municipal Meetings. Further information is available on our web page at [www.fairvieworegon.gov](http://www.fairvieworegon.gov) or by calling 503.665.7929. The meeting location is wheelchair accessible. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to 503.665.7929.

**FAIRVIEW CITY COUNCIL**  
**AGENDA ITEM TYPE: WORKSHOP DISCUSSION**



---

**VACANT LAND DEVELOPMENT INCENTIVES**

---

Meeting Date: July 15, 2015

Agenda Item Number: (1) – Workshop Session

Staff Member: Christy S. Wurster

Department: Administration

---

**REQUESTED COUNCIL ACTION**

Continue discussion with regard to the City's interest in granting fee waivers and/or reduction to developers and property owners on vacant properties in Fairview and provide direction on further information to be considered.

**PUBLIC PURPOSE & COMMUNITY OUTCOME**

To incentivize development of vacant properties within the City of Fairview to increase the City's total taxable properties and spur further economic development in commercial businesses opening or expanding within Fairview.

**ATTACHMENTS**

- A. Proposed Business Incentive Option 1
- B. Proposed Business Incentive Option 2
- C. Proposed Economic Development Advisory Committee Option
- D. Existing Incentives for Development in Fairview
- E. Map Depicting Area of Existing Enterprise Zones
- F. Map Depicting Area of Vertical Housing Incentive Zones
- G. Commercial/Industrial Vacant Lands Map (As of September 23, 2011)
- H. Overview of Development/Permit Activity from 2012 to Present
- I. Chart Depicting Number of Permits Issued from 2012 to Present
- J. Chart Depicting Permit Fees from 2012 to Present
- K. Potential pro's and con's of incentive options
- L. Questions for City Council to consider

**BACKGROUND**

The Fairview City Council previously expressed an interest in incentivizing development within the City of Fairview while ensuring the City's ability to meet its financial obligations. The developer of the Veteran's Administration Medical Facility requested a fee reduction which was reviewed by the City Council at their meeting on May 13, 2015 and discussed several times by staff.

## ALTERNATIVES

1. Discuss proposals and direct staff to develop additional information to more clearly define the options being considered
2. Declare the Council's direction to not pursue any type of development incentives for vacant land properties.

## BUDGET/FISCAL IMPACTS

TBD

### Current Year Budget Impacts:

TBD

**Future Fiscal Impacts:**             Yes     No

There are potential fiscal impacts, depending on whether one of the options is implemented and what elements are included.

**Staff Work Load Impacts:**         Yes     No

There are impacts in the research and development of the incentives being studied. If one of the options is implemented, there will be additional administrative time to set up the process for fees, evaluating ongoing fiscal impacts, and making recommendations for ongoing operating needs that will need to be funded through other mechanisms.

## PUBLIC INVOLVEMENT

The Economic Development Advisory Committee has recommended a proposal to incentivize development and the City Council has discussed the issue in public meetings.

## NEXT STEPS

Pending City Council direction.

---

## FROM

Christy S. Wurster, Interim City Administrator

## FOR MORE INFORMATION

Staff Contact: Christy S. Wurster, Interim City Administrator

Telephone: 503-674-6221

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

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

Proposed  
Option #1  
City of Fairview Vacant Commercial Land Business Development Incentives  
Program

The Vacant Commercial Land Business Development Incentive Program provides incentives for new and existing businesses that are constructing buildings on current commercial or industrial vacant lots in order to establish, relocate, or expand their business with a minimum new construction investment level of \$675,000.

Program Incentives Defined:

- Waiver of business license fee for first year of operation. Fees savings of up to \$75.
- Waiver of planning fee, up to \$4,000.
- Fee waiver of Building Permit Fee, including 1% surcharge, Fire and Life Safety and Structural fees up to \$9,000.
- Fee Waiver of Site Plan Review fees up to \$3,500.
- Waiver of Right of Way Permit fees up to \$600
- SDC fee charges for water, sewer, and stormwater can be paid in installments over a period of up to 5 years.
- Electrical, Plumbing and Mechanical permits, if needed, are separate permits from the Building Permit and are not waived or reduced.

Program Eligibility:

- The developer/business owner will legally construct a building space for occupancy on property that is currently a vacant lot and zoned commercial or industrial within the City.

Other Available Programs:

- Enterprise Zone
- Vertical Housing Development Zone



**Option #1  
EXHIBIT A Summary**

**SUMMARY**

Estimated Area	Valuation	Original		Adjusted		City	
		Grand Total	Grand Total	Waived By City	"Investment" Total		
8080	\$ 1,000,000	56,336	43,609	12,727	12,727		
24240	3,000,000	96,843	80,218	16,625	16,625		
40401	5,000,000	133,500	116,875	16,625	16,625		
80802	10,000,000	210,241	193,616	16,625	16,625		
242405	30,000,000	496,009	479,384	16,625	16,625		
404008	50,000,000	781,776	765,151	16,625	16,625		

	\$ 1,000,000 Value (3% inflation)	Tax		Taxes		City
		Per 1,000	Tax Rate			
Year 1	1,000,000	1000	3.4902	3,490	3,490	12,727
Year 2	1,030,000	1000	3.4902	3,595	7,085	
Year 3	1,060,900	1000	3.4902	3,703	10,788	
Year 4	1,092,727	1000	3.4902	3,814	14,602	
Year 5	1,125,509	1000	3.4902	3,928	18,530	
Year 6	1,159,274	1000	3.4902	4,046	22,576	
Year 7	1,194,052	1000	3.4902	4,167	26,744	
Year 8	1,229,874	1000	3.4902	4,293	31,036	
Year 9	1,266,770	1000	3.4902	4,421	35,457	
Year 10	1,304,773	1000	3.4902	4,554	40,011	
Year 11	1,343,916	1000	3.4902	4,691	44,702	
Year 12	1,384,234	1000	3.4902	4,831	49,533	
Year 13	1,425,761	1000	3.4902	4,976	54,509	
Year 14	1,468,534	1000	3.4902	5,125	59,635	
Year 15	1,512,590	1000	3.4902	5,279	64,914	
Year 16	1,557,967	1000	3.4902	5,438	70,352	
Year 17	1,604,706	1000	3.4902	5,601	75,952	
Year 18	1,652,848	1000	3.4902	5,769	81,721	

	\$ 3,000,000 Value (3% inflation)	Tax		Taxes		City
		Per 1,000	Tax Rate			
Year 1	3,000,000	1000	3.4902	10,471	10,471	16,625
Year 2	3,090,000	1000	3.4902	10,785	21,255	
Year 3	3,182,700	1000	3.4902	11,108	32,364	
Year 4	3,278,181	1000	3.4902	11,442	43,805	
Year 5	3,376,526	1000	3.4902	11,785	55,590	
Year 6	3,477,822	1000	3.4902	12,138	67,728	
Year 7	3,582,157	1000	3.4902	12,502	80,231	
Year 8	3,689,622	1000	3.4902	12,878	93,108	
Year 9	3,800,310	1000	3.4902	13,264	106,372	
Year 10	3,914,320	1000	3.4902	13,662	120,034	

**Option #1**  
**EXHIBIT A Summary**

\$	5,000,000	Value	Tax	Tax Rate	Taxes	
		(3% inflation)	Per 1,000			
Year 1		5,000,000	1000	3.4902	17,451	17,451
Year 2		5,150,000	1000	3.4902	17,975	35,426
Year 3		5,304,500	1000	3.4902	18,514	53,939
Year 4		5,463,635	1000	3.4902	19,069	73,008
Year 5		5,627,544	1000	3.4902	19,641	92,650
Year 6		5,796,370	1000	3.4902	20,230	112,880
Year 7		5,970,261	1000	3.4902	20,837	133,718
Year 8		6,149,369	1000	3.4902	21,463	155,180
Year 9		6,333,850	1000	3.4902	22,106	177,287
Year 10		6,523,866	1000	3.4902	22,770	200,056

City  
16,625

\$	10,000,000	Value	Tax	Tax Rate	Taxes	
		(3% inflation)	Per 1,000			
Year 1		10,000,000	1000	3.4902	34,902	34,902
Year 2		10,300,000	1000	3.4902	35,949	70,851
Year 3		10,609,000	1000	3.4902	37,028	107,879
Year 4		10,927,270	1000	3.4902	38,138	146,017
Year 5		11,255,088	1000	3.4902	39,283	185,299
Year 6		11,592,741	1000	3.4902	40,461	225,760
Year 7		11,940,523	1000	3.4902	41,675	267,435
Year 8		12,298,739	1000	3.4902	42,925	310,360
Year 9		12,667,701	1000	3.4902	44,213	354,573
Year 10		13,047,732	1000	3.4902	45,539	400,112

City  
16,625

\$	30,000,000	Value	Tax	Tax Rate	Taxes	
		(3% inflation)	Per 1,000			
Year 1		30,000,000	1000	3.4902	104,706	104,706
Year 2		30,900,000	1000	3.4902	107,847	212,553
Year 3		31,827,000	1000	3.4902	111,083	323,636
Year 4		32,781,810	1000	3.4902	114,415	438,051
Year 5		33,765,264	1000	3.4902	117,848	555,898
Year 6		34,778,222	1000	3.4902	121,383	677,281
Year 7		35,821,569	1000	3.4902	125,024	802,306
Year 8		36,896,216	1000	3.4902	128,775	931,081
Year 9		38,003,102	1000	3.4902	132,638	1,063,719
Year 10		39,143,196	1000	3.4902	136,618	1,200,337

City  
16,625

**Option #1**  
**EXHIBIT A Summary**

\$	50,000,000 Value (3% inflation)	Tax Per 1,000	Tax Rate	Taxes		
Year 1	50,000,000	1000	3.4902	174,510	174,510	
Year 2	51,500,000	1000	3.4902	179,745	354,255	
Year 3	53,045,000	1000	3.4902	185,138	539,393	
Year 4	54,636,350	1000	3.4902	190,692	730,085	
Year 5	56,275,441	1000	3.4902	196,413	926,497	
Year 6	57,963,704	1000	3.4902	202,305	1,128,802	
Year 7	59,702,615	1000	3.4902	208,374	1,337,176	
Year 8	61,493,693	1000	3.4902	214,625	1,551,802	
Year 9	63,338,504	1000	3.4902	221,064	1,772,866	
Year 10	65,238,659	1000	3.4902	227,696	2,000,562	

City

16,625

Proposed  
Option #2  
City of Fairview Vacant Commercial Land Business Development Incentives  
Program

The Vacant Commercial Land Business Development Incentive Program provides incentives for new and existing businesses that are constructing buildings on current commercial or industrial vacant lots in order to establish, relocate, or expand their business with a minimum new construction investment level of \$675,000.

Program Incentives Defined:

- Waiver of business license fee for first year of operation. Fees savings of up to \$75.
- 0.75% of building valuation applied as credit toward applicable building fees as listed below:
  - Permit Fees
  - Building Plan Review
  - Fire & Life Safety Plan Review
- SDC fee charges for water, sewer, and stormwater can be paid in installments over a period of up to 5 years.
- Electrical, Plumbing and Mechanical permits, if needed, are separate permits from the Building Permit and are not waived or reduced.

Program Eligibility:

- The developer/business owner will legally construct a building space for occupancy on property that is currently a vacant lot and zoned commercial or industrial within the City.

Other Available Programs:

- Enterprise Zone
- Vertical Housing Development Zone

**Option #2  
EXHIBIT B Detail**

ORIGINAL														Water	Sewer	Storm	Parks	Total SDC's	Original
Area	Valuation	Planning Fee	Permit Fee	State Surcharge	Building Plan Review	Fire & Life Safety	Right of Way	Business License	AEC	Reynolds CET	Metro CET	Total Taxes/Fees	SDC	SDC	SDC	SDC	Total SDC's	Grand Total	
8,080	\$ 1,000,000	1,250	5609	673	3646	2244	75	50	2,020.04	4,040.08	1,200	<b>20,806</b>	17,181	15,301	3,048	-	35,530	<b>56,336</b>	
24,240	3,000,000	5,300	12909	1549	8391	5164	75	50	6,060.12	12,120.23	3,600	<b>55,217</b>	17,181	15,301	9,144	-	41,626	<b>96,843</b>	
40,401	5,000,000	5500	20209	2425	13136	8084	75	50	10,100.19	20,200.39	6,000	<b>85,779</b>	17,181	15,301	15,239	-	47,721	<b>133,500</b>	
80,802	10,000,000	6000	38459	4615	24998	15384	75	50	20,200.39	25,500.00	12,000	<b>147,281</b>	17,181	15,301	30,478	-	62,960	<b>210,241</b>	
242,405	30,000,000	8000	111459	13375	72448	44584	75	50	60,601.16	25,500.00	36,000	<b>372,092</b>	17,181	15,301	91,435	-	123,917	<b>496,009</b>	
404,008	50,000,000	10000	184459	22135	119898	73784	75	50	101,001.94	25,500.00	60,000	<b>596,902</b>	17,181	15,301	152,392	-	184,874	<b>781,776</b>	

Reynolds School District Construction Excise Tax - \$ .50/sq. ft. of commercial space (paid directly to RSD)  
Metro Administrative Excise Charge - 12% of permit value (on valuations over \$100,000)  
City Administrative Excise Charge - \$ .25/sq. ft. of commercial space  
Area is an assumed figure based upon past experience  
Assumed 2" water line

ADJUSTED														Water	Sewer	Storm	Parks	Total SDC's	Adjusted
Area	Valuation	0.0075	Planning Fee	Permit Fee	State Surcharge	Building Plan Review	Fire & Life Safety	Right of Way	Business License	AEC	Reynolds CET	Metro CET	Total Taxes/Fees	SDC	SDC	SDC	SDC	Total SDC's	Grand Total
8080	\$ 1,000,000	7500	1,250	0	673	1755	2,244	75	0	2,020	4,040	1,200	<b>13,256</b>	17,181	15,301	3,048	-	35,530	<b>48,786</b>
24240	3,000,000	22500	5,300	0	1,549	0	2,073	75	0	6,060	12,120	3,600	<b>30,777</b>	17,181	15,301	9,144	-	41,626	<b>72,402</b>
40401	5,000,000	37500	5500	0	2,425	0	3,929	75	0	10,100	20,200	6,000	<b>48,229</b>	17,181	15,301	15,239	-	47,721	<b>95,950</b>
80802	10,000,000	75000	6000	0	4,615	0	3,841	75	0	20,200	25,500	12,000	<b>72,231</b>	17,181	15,301	30,478	-	62,960	<b>135,191</b>
242405	30,000,000	225000	8000	0	13,375	0	3,491	75	0	60,601	25,500	36,000	<b>147,042</b>	17,181	15,301	91,435	-	123,917	<b>270,959</b>
404008	50,000,000	375000	10000	0	22,135	0	3,141	75	0	101,002	25,500	60,000	<b>221,852</b>	17,181	15,301	152,392	-	184,874	<b>406,726</b>

Waived:

Waived up to .75% of building valuation

Waived

**Option #2  
EXHIBIT B Summary**

**SUMMARY**

Estimated Area	Valuation	Original Grand Total	Adjusted Grand Total	Waived By City	City "Investment" Total
8080	\$ 1,000,000	56,336	48,786	7,550	7,550
24240	3,000,000	96,843	72,402	24,440	24,440
40401	5,000,000	133,500	95,950	37,549	37,549
80802	10,000,000	210,241	135,191	75,050	75,050
242405	30,000,000	496,009	270,959	225,050	225,050
404008	50,000,000	781,776	406,726	375,050	375,050

	\$ 1,000,000 Value (3% inflation)	Tax		Taxes		City
		Per 1,000	Tax Rate			
Year 1	1,000,000	1000	3.4902	3,490	3,490	7,550
Year 2	1,030,000	1000	3.4902	3,595	7,085	
Year 3	1,060,900	1000	3.4902	3,703	10,788	
Year 4	1,092,727	1000	3.4902	3,814	14,602	
Year 5	1,125,509	1000	3.4902	3,928	18,530	
Year 6	1,159,274	1000	3.4902	4,046	22,576	
Year 7	1,194,052	1000	3.4902	4,167	26,744	
Year 8	1,229,874	1000	3.4902	4,293	31,036	
Year 9	1,266,770	1000	3.4902	4,421	35,457	
Year 10	1,304,773	1000	3.4902	4,554	40,011	
Year 11	1,343,916	1000	3.4902	4,691	44,702	
Year 12	1,384,234	1000	3.4902	4,831	49,533	
Year 13	1,425,761	1000	3.4902	4,976	54,509	
Year 14	1,468,534	1000	3.4902	5,125	59,635	
Year 15	1,512,590	1000	3.4902	5,279	64,914	
Year 16	1,557,967	1000	3.4902	5,438	70,352	
Year 17	1,604,706	1000	3.4902	5,601	75,952	
Year 18	1,652,848	1000	3.4902	5,769	81,721	

	\$ 3,000,000 Value (3% inflation)	Tax		Taxes		City
		Per 1,000	Tax Rate			
Year 1	3,000,000	1000	3.4902	10,470.60	10,470.60	24,440
Year 2	3,090,000	1000	3.4902	10,784.72	21,255.32	
Year 3	3,182,700	1000	3.4902	11,108.26	32,363.58	
Year 4	3,278,181	1000	3.4902	11,441.51	43,805.08	
Year 5	3,376,526	1000	3.4902	11,784.75	55,589.84	
Year 6	3,477,822	1000	3.4902	12,138.30	67,728.13	
Year 7	3,582,157	1000	3.4902	12,502.44	80,230.58	
Year 8	3,689,622	1000	3.4902	12,877.52	93,108.09	
Year 9	3,800,310	1000	3.4902	13,263.84	106,371.94	
Year 10	3,914,320	1000	3.4902	13,661.76	120,033.69	

	\$ 5,000,000 Value (3% inflation)	Tax		Taxes		City
		Per 1,000	Tax Rate			
Year 1	5,000,000	1000	3.4902	17,451	17,451	37,549
Year 2	5,150,000	1000	3.4902	17,975	35,426	
Year 3	5,304,500	1000	3.4902	18,514	53,939	
Year 4	5,463,635	1000	3.4902	19,069	73,008	
Year 5	5,627,544	1000	3.4902	19,641	92,650	
Year 6	5,796,370	1000	3.4902	20,230	112,880	
Year 7	5,970,261	1000	3.4902	20,837	133,718	
Year 8	6,149,369	1000	3.4902	21,463	155,180	
Year 9	6,333,850	1000	3.4902	22,106	177,287	
Year 10	6,523,866	1000	3.4902	22,770	200,056	

	\$ 10,000,000 Value (3% inflation)	Tax		Taxes		City
		Per 1,000	Tax Rate			
Year 1	10,000,000	1000	3.4902	34,902	34,902	75,050
Year 2	10,300,000	1000	3.4902	35,949	70,851	
Year 3	10,609,000	1000	3.4902	37,028	107,879	
Year 4	10,927,270	1000	3.4902	38,138	146,017	
Year 5	11,255,088	1000	3.4902	39,283	185,299	
Year 6	11,592,741	1000	3.4902	40,461	225,760	
Year 7	11,940,523	1000	3.4902	41,675	267,435	
Year 8	12,298,739	1000	3.4902	42,925	310,360	
Year 9	12,667,701	1000	3.4902	44,213	354,573	
Year 10	13,047,732	1000	3.4902	45,539	400,112	

**Option #2  
EXHIBIT B Summary**

	\$ 30,000,000	Value (3% inflation)	Tax		Taxes	
			Per 1,000	Tax Rate		
Year 1		30,000,000	1000	3.4902	104,706	104,706
Year 2		30,900,000	1000	3.4902	107,847	212,553
Year 3		31,827,000	1000	3.4902	111,083	323,636
Year 4		32,781,810	1000	3.4902	114,415	438,051
Year 5		33,765,264	1000	3.4902	117,848	555,898
Year 6		34,778,222	1000	3.4902	121,383	677,281
Year 7		35,821,569	1000	3.4902	125,024	802,306
Year 8		36,896,216	1000	3.4902	128,775	931,081
Year 9		38,003,102	1000	3.4902	132,638	1,063,719
Year 10		39,143,196	1000	3.4902	136,618	1,200,337

City  
225,050

	\$ 50,000,000	Value (3% inflation)	Tax		Taxes	
			Per 1,000	Tax Rate		
Year 1		50,000,000	1000	3.4902	174,510	174,510
Year 2		51,500,000	1000	3.4902	179,745	354,255
Year 3		53,045,000	1000	3.4902	185,138	539,393
Year 4		54,636,350	1000	3.4902	190,692	730,085
Year 5		56,275,441	1000	3.4902	196,413	926,497
Year 6		57,963,704	1000	3.4902	202,305	1,128,802
Year 7		59,702,615	1000	3.4902	208,374	1,337,176
Year 8		61,493,693	1000	3.4902	214,625	1,551,802
Year 9		63,338,504	1000	3.4902	221,064	1,772,866
Year 10		65,238,659	1000	3.4902	227,696	2,000,562

City  
375,050

## EDAC Recommendation to City Council

**Subject: Incentives for the Development of Vacant Land**

The Committee members concluded the following about development incentives:

a-The City's long-term financial health depends on increasing property tax revenue which occurs through the development and redevelopment of all properties within Fairview;

b-The City has an abundant supply of property that will generate more property tax revenue when developed or redeveloped;

c-Incentivizing the development, redevelopment and additions to commercial, residential and industrial properties may accelerate the growth in property tax revenue; and

d-Incentives should be visible and in place long enough to be relied upon by developers and builders.

Therefore, EDAC recommends the following to the City Council:

1-The City waives all planning fees, building fees and SDCs with the exception of fees paid to other jurisdictions and to inspectors for all residential, commercial and industrial projects permitted during the next three fiscal years;

2-Where applicable, developers be required to choose between the fee waiver program or existing tax deferral programs already adopted by the City so no project can benefit from both programs; and

3-The Council revisit the waiver program toward the end of the third year to determine if it has been effective and warrants extension.

**EDAC Proposal  
EXHIBIT C Detail (Revised)**

**ORIGINAL**

Area	Valuation	Planning Fee	Permit Fee	State Surcharge	Building Plan Review	Fire & Life Safety	Right of Way	Business License	AEC	Reynolds CET	Metro CET	Total Taxes/Fees	Water SDC	Sewer SDC	Storm SDC	Parks SDC	Total SDC's	Grand Total
8,080	\$ 1,000,000	1,250	5609	673	3646	2244	75	50	2,020	4,040	1200	20,806.10	17,181	15,301	3,048	0	35,530	56,336
24,240	3,000,000	5,300	12909	1549	8391	5164	75	50	6,060	12,120	3600	55,217.34	17,181	15,301	9,144	0	41,626	96,843
40,401	5,000,000	5500	20209	2425	13136	8084	75	50	10,100	20,200	6000	85,778.57	17,181	15,301	15,239	0	47,721	133,500
80,802	10,000,000	6000	38459	4615	24998	15384	75	50	20,200	25,500	12000	147,280.88	17,181	15,301	30,478	0	62,960	210,241
242,405	30,000,000	8000	111459	13375	72448	44584	75	50	60,601	25,500	36000	372,091.65	17,181	15,301	91,435	0	123,917	496,009
404,008	50,000,000	10000	184459	22135	119898	73784	75	50	101,002	25,500	60000	596,902.43	17,181	15,301	152,392	0	184,874	781,776

Reynolds School District Construction Excise Tax - \$ .50/sq. ft. of commercial space (paid directly to RSD)  
 Metro Administrative Excise Charge - 12% of permit value (on valuations over \$100,000)  
 City Administrative Excise Charge - \$ .25/sq. ft. of commercial space  
 Area is an assumed figure based upon past experience  
 Assumed 2" water line

**ADJUSTED**

Area	Valuation	Planning Fee	Permit Fee	State Surcharge	Building Plan Review	Fire & Life Safety	Right of Way	Business License	AEC	Reynolds CET	Metro CET	Total Taxes/Fees	Water SDC	Sewer SDC	Storm SDC	Parks SDC	Total SDC's	Adjusted Grand Total
8080	\$ 1,000,000		5609	673	3,646	2,244	0	50	2,020	4,040	1,200	19,481				0	-	19,481
24240	3,000,000		12909	1,549	8,391	5,164	0	50	6,060	12,120	3,600	49,842				0	-	49,842
40401	5,000,000		20209	2,425	13,136	8,084	0	50	10,100	20,200	6,000	80,204				0	-	80,204
80802	10,000,000		38459	4,615	24,998	15,384	0	50	20,200	25,500	12,000	141,206				0	-	141,206
242405	30,000,000		111459	13,375	72,448	44,584	0	50	60,601	25,500	36,000	364,017				0	-	364,017
404008	50,000,000		184459	22,135	119,898	73,784	0	50	101,002	25,500	60,000	586,827				0	-	586,827

Waived:

All

All

All

All

All

All

All

**EDAC Proposal  
EXHIBIT C Summary (Revised)**

**SUMMARY**

Estimated Area	Valuation	Original Grand Total	Adjusted Grand Total	Waived By City	City "Investment" Total
8,080	\$ 1,000,000	56,336	19,481	36,855	36,855
24,240	3,000,000	96,843	49,842	47,001	47,001
40,401	5,000,000	133,500	80,204	53,296	53,296
80,802	10,000,000	210,241	141,206	69,035	69,035
242,405	30,000,000	496,009	364,017	131,992	131,992
404,008	50,000,000	781,776	586,827	194,949	194,949

	\$ 1,000,000 Value (3% inflation)	Tax		Taxes	City
		Per 1,000	Tax Rate		
Year 1	1,000,000	1000	3.4902	3,490	3,490
Year 2	1,030,000	1000	3.4902	3,595	7,085
Year 3	1,060,900	1000	3.4902	3,703	10,788
Year 4	1,092,727	1000	3.4902	3,814	14,602
Year 5	1,125,509	1000	3.4902	3,928	18,530
Year 6	1,159,274	1000	3.4902	4,046	22,576
Year 7	1,194,052	1000	3.4902	4,167	26,744
Year 8	1,229,874	1000	3.4902	4,293	31,036
Year 9	1,266,770	1000	3.4902	4,421	35,457
Year 10	1,304,773	1000	3.4902	4,554	40,011
Year 11	1,343,916	1000	3.4902	4,691	44,702
Year 12	1,384,234	1000	3.4902	4,831	49,533
Year 13	1,425,761	1000	3.4902	4,976	54,509
Year 14	1,468,534	1000	3.4902	5,125	59,635
Year 15	1,512,590	1000	3.4902	5,279	64,914
Year 16	1,557,967	1000	3.4902	5,438	70,352
Year 17	1,604,706	1000	3.4902	5,601	75,952
Year 18	1,652,848	1000	3.4902	5,769	81,721

36,855

	\$ 3,000,000 Value (3% inflation)	Tax		Taxes	City
		Per 1,000	Tax Rate		
Year 1	3,000,000	1000	3.4902	10,471	10,471
Year 2	3,090,000	1000	3.4902	10,785	21,255
Year 3	3,182,700	1000	3.4902	11,108	32,364
Year 4	3,278,181	1000	3.4902	11,442	43,805
Year 5	3,376,526	1000	3.4902	11,785	55,590
Year 6	3,477,822	1000	3.4902	12,138	67,728
Year 7	3,582,157	1000	3.4902	12,502	80,231
Year 8	3,689,622	1000	3.4902	12,878	93,108
Year 9	3,800,310	1000	3.4902	13,264	106,372
Year 10	3,914,320	1000	3.4902	13,662	120,034

47,001

	\$ 5,000,000 Value (3% inflation)	Tax		Taxes	City
		Per 1,000	Tax Rate		
Year 1	5,000,000	1000	3.4902	17,451	17,451
Year 2	5,150,000	1000	3.4902	17,975	35,426
Year 3	5,304,500	1000	3.4902	18,514	53,939
Year 4	5,463,635	1000	3.4902	19,069	73,008
Year 5	5,627,544	1000	3.4902	19,641	92,650
Year 6	5,796,370	1000	3.4902	20,230	112,880
Year 7	5,970,261	1000	3.4902	20,837	133,718
Year 8	6,149,369	1000	3.4902	21,463	155,180
Year 9	6,333,850	1000	3.4902	22,106	177,287
Year 10	6,523,866	1000	3.4902	22,770	200,056

53,296

**EDAC Proposal**  
**EXHIBIT C Summary (Revised)**

\$	10,000,000	Value	Tax	Tax Rate	Taxes	
		(3% inflation)	Per 1,000			
Year 1		10,000,000	1000	3.4902	34,902	34,902
Year 2		10,300,000	1000	3.4902	35,949	70,851
Year 3		10,609,000	1000	3.4902	37,028	107,879
Year 4		10,927,270	1000	3.4902	38,138	146,017
Year 5		11,255,088	1000	3.4902	39,283	185,299
Year 6		11,592,741	1000	3.4902	40,461	225,760
Year 7		11,940,523	1000	3.4902	41,675	267,435
Year 8		12,298,739	1000	3.4902	42,925	310,360
Year 9		12,667,701	1000	3.4902	44,213	354,573
Year 10		13,047,732	1000	3.4902	45,539	400,112

City  
69,035

\$	30,000,000	Value	Tax	Tax Rate	Taxes	
		(3% inflation)	Per 1,000			
Year 1		30,000,000	1000	3.4902	104,706	104,706
Year 2		30,900,000	1000	3.4902	107,847	212,553
Year 3		31,827,000	1000	3.4902	111,083	323,636
Year 4		32,781,810	1000	3.4902	114,415	438,051
Year 5		33,765,264	1000	3.4902	117,848	555,898
Year 6		34,778,222	1000	3.4902	121,383	677,281
Year 7		35,821,569	1000	3.4902	125,024	802,306
Year 8		36,896,216	1000	3.4902	128,775	931,081
Year 9		38,003,102	1000	3.4902	132,638	1,063,719
Year 10		39,143,196	1000	3.4902	136,618	1,200,337

City  
131,992

\$	50,000,000	Value	Tax	Tax Rate	Taxes	
		(3% inflation)	Per 1,000			
Year 1		50,000,000	1000	3.4902	174,510	174,510
Year 2		51,500,000	1000	3.4902	179,745	354,255
Year 3		53,045,000	1000	3.4902	185,138	539,393
Year 4		54,636,350	1000	3.4902	190,692	730,085
Year 5		56,275,441	1000	3.4902	196,413	926,497
Year 6		57,963,704	1000	3.4902	202,305	1,128,802
Year 7		59,702,615	1000	3.4902	208,374	1,337,176
Year 8		61,493,693	1000	3.4902	214,625	1,551,802
Year 9		63,338,504	1000	3.4902	221,064	1,772,866
Year 10		65,238,659	1000	3.4902	227,696	2,000,562

City  
194,949

EXISTING INCENTIVES FOR DEVELOPMENT IN FAIRVIEW:

- 1) SDC Fees are already low in comparison to neighboring cities.

The City of Fairview has not updated the SDC methodology for several years. This is attractive to developers. The current fees were adopted and have not increased since the time of adoption:

Water SDC – 1997 Rates

Sewer SDC – 1996 Rates

Storm SDC – 1999 Rates

Parks/Open Space SDC - 1997 Rates (Applies to Residential Only)

Staff prepared an SDC analysis for the Veterans’ Administration Medical Facility, valued at approximately \$3.2M, with a 2” water meter. The comparison is as follows (Rounded to the nearest dollar):

CITY	WATER	SEWER	STORM	PARKS	STREETS	TOTAL
Troutdale	\$7,129	\$71,920	\$29,880	\$-0-	\$100,346	\$209,275
Sandy	\$12,203	\$29,344	\$-0-	\$-0-	\$35,391	\$76,938
Portland	\$17,181	\$61,168	\$15,112	\$13,611	\$256,409	\$363,481
Gresham	\$65,176	\$79,365	\$28,300	\$2,795	*\$387,918	\$563,554
Wood Village	\$15,388	\$19,969	\$-0-	\$-0-	\$-0-	\$35,357
Fairview	\$17,726	\$15,301	\$16,194	\$-0-	\$-0-	\$49,221

\*Reflected as a Traffic Impact Fee

Option 1 and Option 2 continue the payment of SDC Fees at a rollback rate. The EDAC proposal eliminates the collection of SDC Fees.

- 2) Enterprise Zone Incentives: State program available to all who meet the requirements

The following local requirements for portions of the Cascade Columbia Enterprise Zone located in the City of Fairview are:

- A) The period of authorization for qualified businesses shall not exceed three years.
- B) The minimum investment by qualified business shall be \$1 million for capital investments. The minimum investment for eligible tenant improvements and machinery and equipment shall be \$250,000. The specified minimum investments shall be adjusted annually in accordance with the consumer price index.
- C) Job Quality. The following requirements apply to new job creation as required by applicable enterprise zone law and regulation:
  - a. The average of all hourly full-time wages must be at least 150% of the Oregon minimum wage.
  - b. Benefits to full-time employees that meet the national average of non-mandated benefits for the size of the company shall be provided.
  - c. Sufficient training and advancement opportunities must be made available to employees.

- d. The application fee for authorization of a qualified business shall be .1% of the value of the investment. In cases where the cost of processing the application is substantially less than the application fee, the Enterprise Zone Manager may refund a portion of the fee after the application review has been completed.
- e. A local procurement plan shall be required at the time of application.

There are approximately 377 acres of land available for this incentive.

3) Vertical Housing Tax Credit: State program available to all who meet the requirements

All projects meeting state regulations receive the property tax exemption on the improvement value for a 10-year period. The number of floors constructed or rehabilitated for residential use in proportion to the total square footage of a project determines the tax exemption rate the developer will receive. The rate of the abatement ranges from 20 to 80 percent.

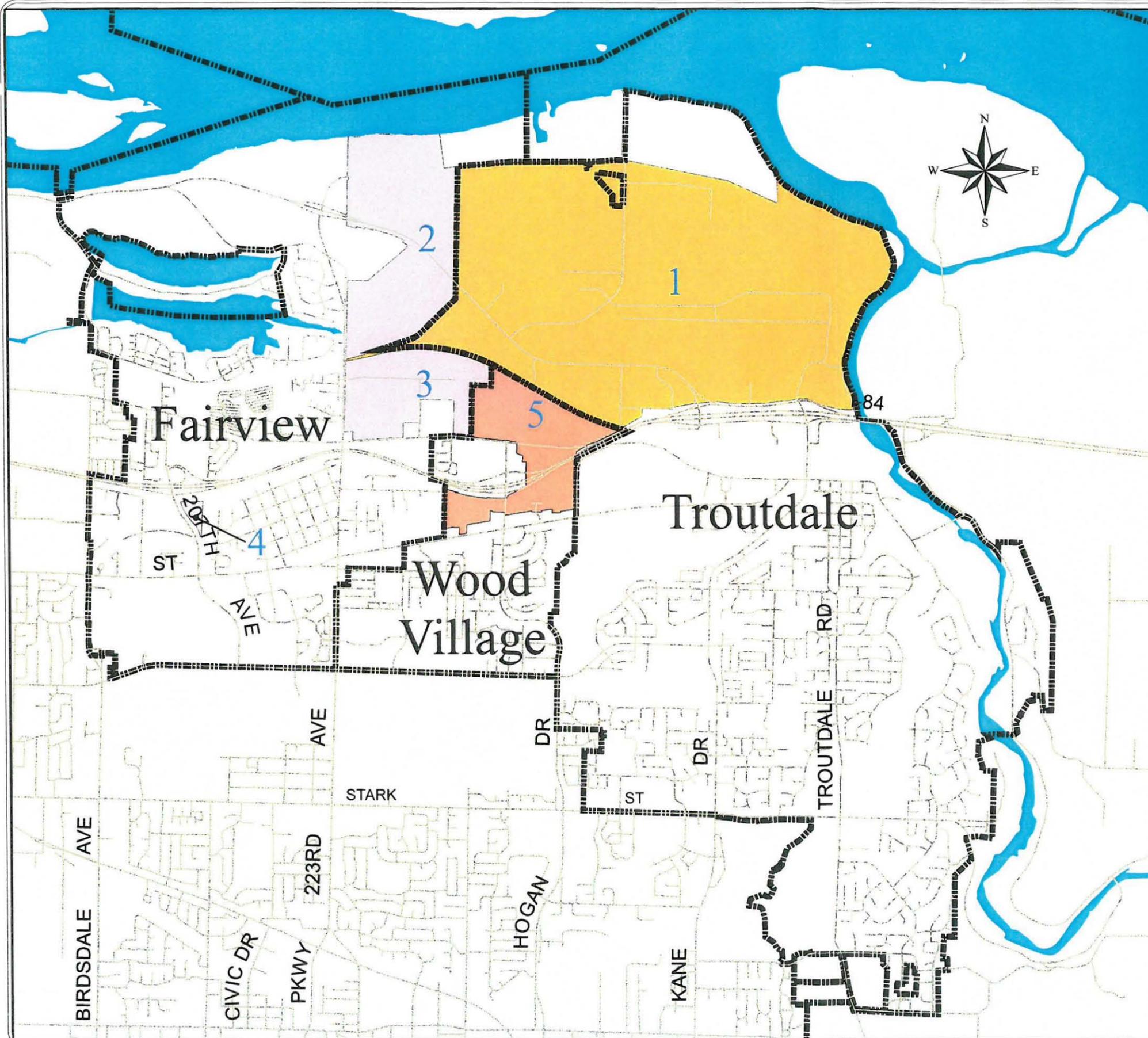
- 20% for one floor of housing
- 40% for two floors of housing
- 60% for three floors of housing
- 80% for four or more floors of housing

Then after ten years, the tax exemption expires and taxing districts will receive taxes on the full value of the property. VHDZ projects may encourage commercial development in the immediate area. Developers of eligible VHDZ projects apply directly to OHCS for the tax exemption. If approved, OHCS will provide the County Tax Assessor's Office with the necessary information for the qualified project.

# Enterprise Zones Troutdale/Fairview/ Wood Village

AREA	SQUARE FEET	ACRES
1	52,216,515	1,199
2	10,848,074	249
3	5,342,201	123
4	231,088	5
5	6,734,599	155
<b>Total:</b>	<b>75,372,477</b>	<b>1,731</b>

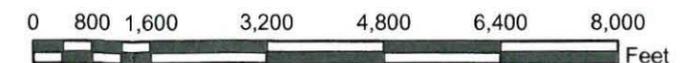
Total 2.7 square miles.



**Legend**

- Fairview Enterprise Zones
- Troutdale Enterprise Zones
- Wood Village Enterprise Zones
- Water Body
- City Boundaries

Disclaimer:  
We have been trying to get current, correct, and complete information for the purposes of mapping. However, it is not error-free. The information is also subject to change without notice. Please contact the city staff for more in-depth and up-to-date information.



# EXHIBIT

# F

## Vertical Housing Development Zone

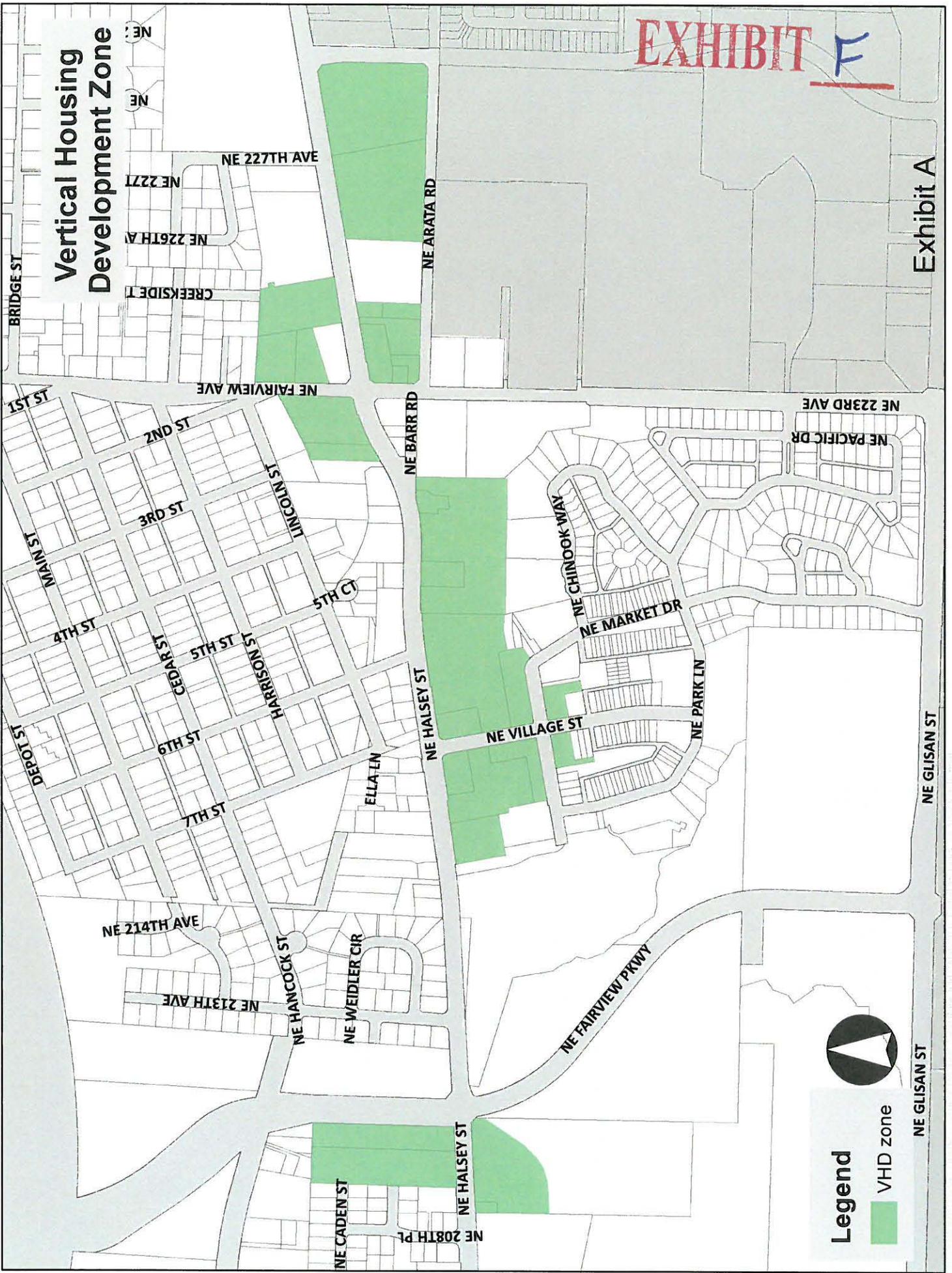
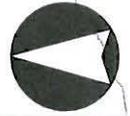


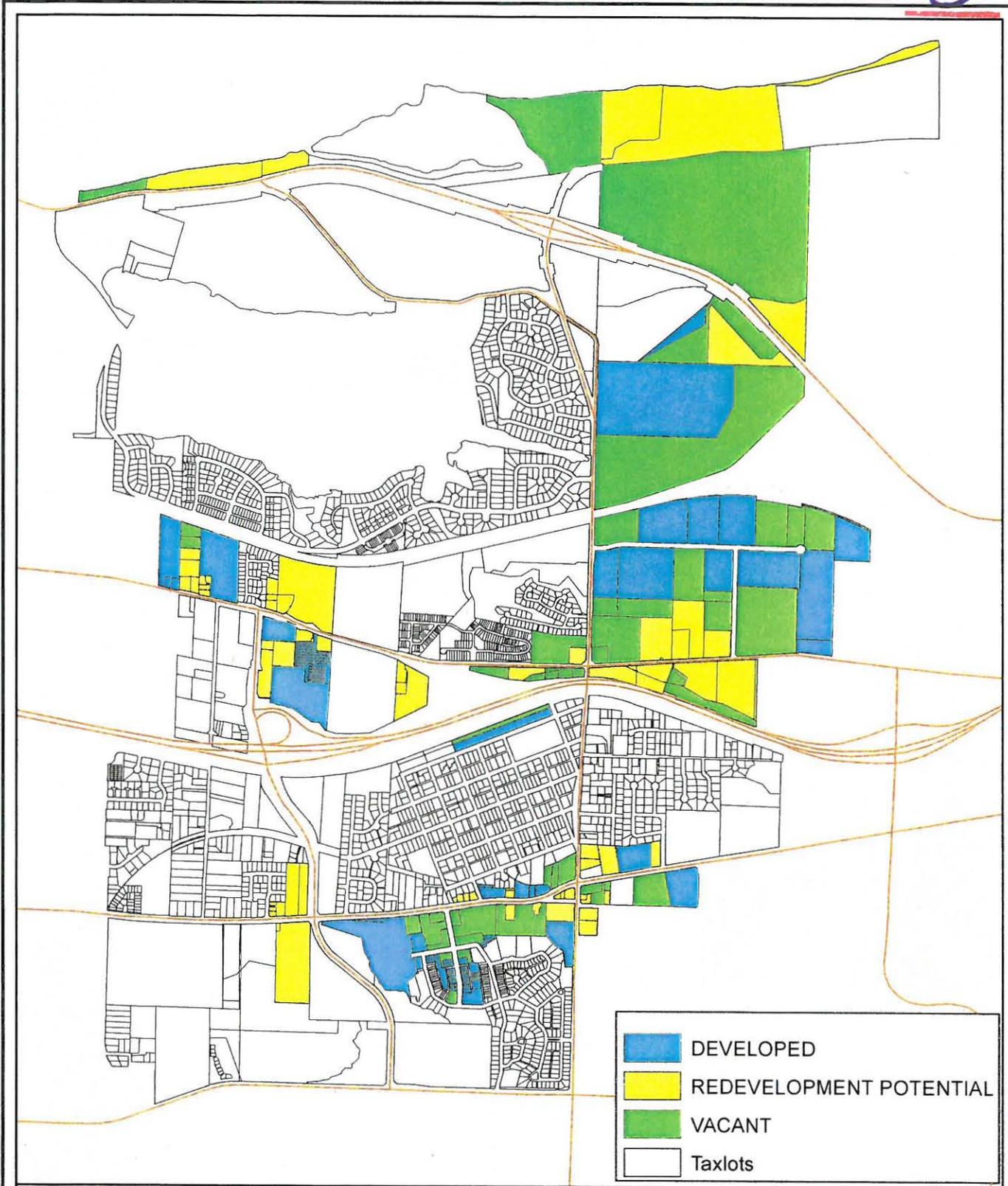
Exhibit A



### Legend

VHD zone

NE GLISAN ST



	DEVELOPED
	REDEVELOPMENT POTENTIAL
	VACANT
	Taxlots



City of Fairview  
1300 NE Village Street  
Fairview, OR 97024  
(503) 665-7929  
[www.ci.fairview.or.us](http://www.ci.fairview.or.us)

## Property Development Status Map

Printed: September 23, 2011  
Designed/Created By: E.Fitzgerald



Not To Scale

The City of Fairview makes every effort to produce and publish the most current and accurate information possible. This map is for informational purposes only and the City cannot accept responsibility for any errors, omissions, or positional accuracy. This map is provided "AS-IS".

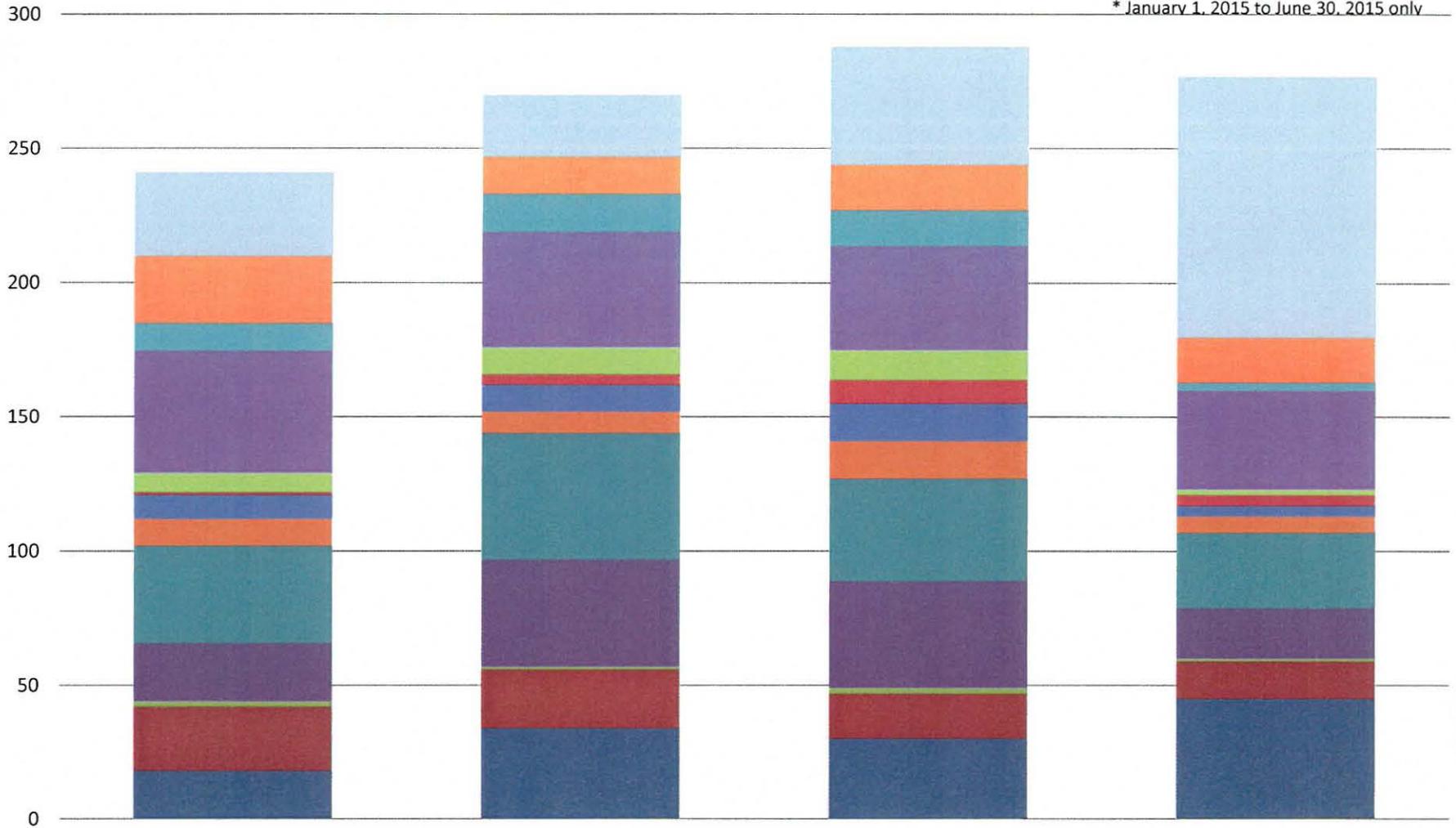
# EXHIBIT H

<b>PAYMENTS</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015*</b>
Building - Commercial	\$ 17,596.00	\$ 38,580.33	\$ 29,783.69	\$ 248,116.63
Building - Residential	\$ 72,498.44	\$ 27,937.66	\$ 18,713.31	\$ 55,474.12
Demolition	\$ 840.00	\$ 666.00	\$ 840.00	\$ -
Electrical - Commercial	\$ 7,700.55	\$ 5,413.20	\$ 4,272.80	\$ 1,951.00
Electrical Residential	\$ 5,282.75	\$ 6,593.40	\$ 4,082.40	\$ 4,550.15
Erosion Control	\$ 1,317.90	\$ 950.40	\$ 3,257.10	\$ 990.00
Fire Prevention	\$ 3,777.13	\$ 3,103.18	\$ 1,475.36	\$ 1,102.65
Grading	\$ 192.00	\$ 211.50	\$ 679.50	\$ -
Mechanical - Commercial	\$ 6,090.95	\$ 2,517.66	\$ 1,361.45	\$ 8,665.09
Mechanical - Residential	\$ 2,949.36	\$ 3,040.76	\$ 2,226.56	\$ 2,298.24
Plumbing - Commercial	\$ 3,966.15	\$ 3,611.95	\$ 4,678.04	\$ 8,479.68
Plumbing Residential	\$ 7,400.96	\$ 6,153.24	\$ 2,614.04	\$ 9,475.53
Right-of-Way	\$ 1,200.00	\$ 750.00	\$ 1,050.00	\$ 900.00
Other	\$ 1,400.00	\$ 3,396.34	\$ 891.25	\$ 4,548.57
	<b>\$ 132,212.19</b>	<b>\$ 102,925.62</b>	<b>\$ 75,925.50</b>	<b>\$ 346,551.66</b>

<b>PERMITS</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015*</b>
Building - Commercial	18	34	30	45
Building - Residential	24	22	17	14
Demolition	2	1	2	1
Electrical - Commercial	22	40	40	19
Electrical Residential	36	47	38	28
Erosion Control	10	8	14	6
Fire Prevention	9	10	14	4
Grading	1	4	9	4
Mechanical - Commercial	7	10	11	2
Mechanical - Residential	46	43	39	37
Plumbing - Commercial	10	14	13	3
Plumbing Residential	25	14	17	17
Right-of-Way	31	23	44	97
Other		4	2	2
	<b>241</b>	<b>274</b>	<b>290</b>	<b>279</b>

# Number of Permits Issued

\* January 1, 2015 to June 30, 2015 only

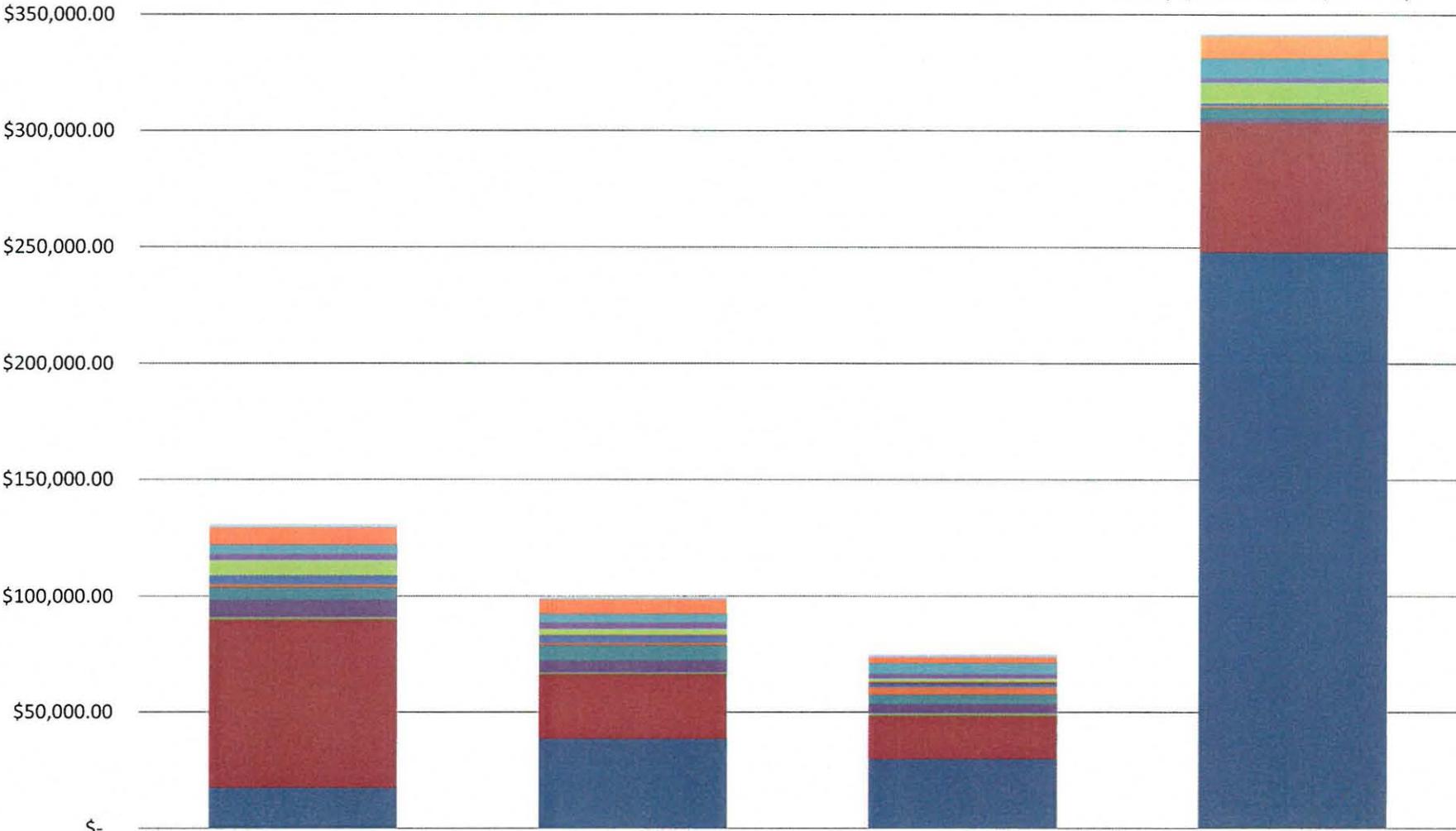


- Building - Commercial
- Building - Residential
- Demolition
- Electrical - Commercial
- Electrical Residential
- Erosion Control
- Fire Prevention
- Grading
- Mechanical - Commercial
- Mechanical - Residential
- Plumbing - Commercial
- Plumbing Residential
- Right-of-Way

EXHIBIT 1

# Permit Fees

\*January 1, 2015 to June 30, 2015 only



- Building - Commercial    ■ Building - Residential    ■ Demolition    ■ Electrical - Commercial    ■ Electrical Residential
- Erosion Control    ■ Fire Prevention    ■ Grading    ■ Mechanical - Commercial    ■ Mechanical - Residential
- Plumbing - Commercial    ■ Plumbing Residential    ■ Right-of-Way

EXHIBIT 5

# EXHIBIT K

## Option 1

PRO's	CON's
<ul style="list-style-type: none"> <li>• Caps on incentives</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of General Fund revenue</li> </ul>
<ul style="list-style-type: none"> <li>• Incentives are consistent across all levels of development</li> </ul>	<ul style="list-style-type: none"> <li>• Incentives are de minimis for large scale development</li> </ul>
<ul style="list-style-type: none"> <li>• Financial recovery time period to City through increased tax revenues is short</li> </ul>	<ul style="list-style-type: none"> <li>• The issuance of permits has increased over the last five years so development is occurring anyway</li> </ul>
<ul style="list-style-type: none"> <li>• Continues SDC fees which helps fund future growth</li> </ul>	
<ul style="list-style-type: none"> <li>• Limited to construction with a minimum investment level of \$675,000</li> </ul>	

## Option 2

PRO's	CON's
<ul style="list-style-type: none"> <li>• Escalating incentives based on size of development</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of General Fund revenue</li> </ul>
<ul style="list-style-type: none"> <li>• Encourages large scale development</li> </ul>	<ul style="list-style-type: none"> <li>• Big financial incentives for large scale development</li> </ul>
<ul style="list-style-type: none"> <li>• Continues SDC fees which helps fund future growth</li> </ul>	<ul style="list-style-type: none"> <li>• The issuance of permits has increased over the last five years so development is occurring anyway</li> </ul>
<ul style="list-style-type: none"> <li>• Financial recovery time period to City through increased tax revenues is short</li> </ul>	
<ul style="list-style-type: none"> <li>• Limited to construction with a minimum investment level of \$675,000</li> </ul>	

## EDAC Proposal

PRO's	CON's
<ul style="list-style-type: none"> <li>• Escalating incentives based on size of development</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of General Fund revenue</li> </ul>
<ul style="list-style-type: none"> <li>• Encourages large scale development</li> </ul>	<ul style="list-style-type: none"> <li>• Big financial incentives for large scale development</li> </ul>
<ul style="list-style-type: none"> <li>• Financial recovery time period to City through increased tax revenues is short for large scale development</li> </ul>	<ul style="list-style-type: none"> <li>• The issuance of permits has increased over the last five years so development is occurring anyway</li> </ul>
	<ul style="list-style-type: none"> <li>• Financial recovery time period to City for smaller developments is longer than other options</li> </ul>
	<ul style="list-style-type: none"> <li>• Eliminates SDC fees which help fund future growth – Places burden on Gen Fund/Utilities</li> </ul>
	<ul style="list-style-type: none"> <li>• SDC projects may have to be delayed or funded with revenues from the General Fund or the enterprise utility funds</li> </ul>
	<ul style="list-style-type: none"> <li>• Proposal includes Residential Development</li> </ul>
	<ul style="list-style-type: none"> <li>• There is no minimum investment level</li> </ul>

## Questions for City Council:

- 1) The three options presented are not in direct alignment for the types of property to benefit from the incentive program. Staff will need direction from the City Council whether the incentives would apply to vacant land, tenant improvements, rehabilitation projects, remodels, etc? For example, if a property owner wanted to develop their tenant space on Village Street, would the incentives apply? If an old house is torn down is that property considered vacant and would the incentives apply? What if a business changes locations within the incentive period? Are they eligible for the incentives more than one time? Development and redevelopment need to be clearly defined.
- 2) There are additional fees associated with development that have not been addressed in the options. They are currently listed on the SDC permit application forms. If the Council decides to waive SDC's, will these fees be waived as well?

These include:

- a. Erosion control permits
- b. Grading permits
- c. Water application fees
- d. Standpipe fees
- e. Water inst fee (meter set fee)
- f. Sewer application fees
- g. Sewer inspection fees

Development sites vary widely and it is difficult to predict these costs. Estimates are not included in any of the options presented. Staff would need direction from City Council about whether these fees would be included in the incentive program.

- 3) There have been circumstances where we collected permit fees and inspection fees but our current fee structure adopted in 2002 is inadequate to cover the cost of our contract services. These fees are not addressed in the presentation. There may be a benefit to review the matter and determine whether fee increases should be considered. Electrical, mechanical and plumbing permits are not included in Option 1 or Option 2. It is unclear whether these permits are included in the EDAC Proposal. Staff will need clarity on this issue.
- 4) Does the City Council want to provide the same incentives to non-profit, government, the school district, and benevolent organizations? The model for financial recovery does not fit for this type of development because they are not subject to property taxes. Therefore, the costs may never be recovered.
- 5) The request for consideration of incentives stemmed from the developer of the Veterans' Administration Medical Facility. Would the incentives be retroactive to benefit this developer? If that is the intent, staff will need to evaluate the potential fiscal impact of repayment of any fees collected to other developers.
- 6) Does the Council want to place a minimum construction value of a development as outlined in Option 1 and Option 2 OR apply the incentive to all levels of development?

**MINUTES  
CITY OF FAIRVIEW  
CITY COUNCIL**

July 1, 2015

**Council Members**

Ted Tosterud, Mayor  
Dan Kreamier  
Steve Prom  
Natalie Voruz  
Brian Cooper

**Staff**

Christy Wurster, Interim City Administrator  
Lesa Folger, Finance Director  
Heather Martin, City Attorney  
Devree Leymaster, City Recorder

**WORK SESSION**

**1. DEVELOPMENT INCENTIVES ALTERNATIVES DISCUSSION**

Item deferred to the July 15, 2015 Work Session.

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

**1. CALL TO ORDER**

ROLL CALL  
PLEDGE OF ALLEGIANCE

**2. CONSENT AGENDA**

- a. Minutes of June 3 & June 17, 2015
  - b. Authorize the Interim City Administrator to Sign an Intergovernmental Agreement with Multnomah County to Participate in and Receive CDBG Program Funds for FY 2015-16: Resolution 32-2015
- Councilor Kreamier moved to approve the consent agenda and Council President Prom seconded. The motion passed unanimously.

AYES: 5  
NOES: 0  
ABSTAINED: 0

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

Garth Everhart, Fairview, OR inquired if curbs on each side will be painted in the cul-de-sacs identified in the proposed no parking plan. He also asked how affected residents should share their objections about potentially having red curbs painted in front of their homes.

Mayor Tosterud replied the Parking Standards will be on the July 15 meeting agenda. The question will be forwarded to appropriate staff and an answer will be provided at the meeting. Citizens may attend the July 15 public hearing and voice their concerns/comments. Councilor Kreamier requested Mr. Everhart bring pictures or a map depicting the areas he is concerned about to the July 15 meeting.

**4. PRESENTATIONS**

None.

## 5. CITY ADMINISTRATOR AND DIRECTOR REPORTS

Interim City Administrator Wurster reported the following.

- City of Gresham issued a burn ban. Barbeques and legal fireworks are allowed, but camp fires, residential fire pits, tiki torches, etc. are not allowed.
- Fairview Lake Property Owner Association (FLPOA) boat tour is on July 8. Meet at Lakeshore Park dock, boats depart at 6:00 PM, contact Senior Planner Erika Palmer with questions.
- Upcoming events: Bite of East County, Columbia Park in Troutdale, July 25; Flicks in the Park July 31, National Night Out August 5, Flicks in the Park August 14, and Fairview on the Green August 25, Community Park in Fairview.
- Permanent City Administrator Recruitment Process/Discussion: July 15 Work Session.
- City Hall will be closed Friday, July 3 in observance of Independence Day.

## 6. MAYOR/COMMITTEE REPORTS AND COUNCIL COMMENTS

Councilor Kreamier noted the Economic Development Advisory Committee (EDAC) meets July 9 and will forward a recommendation(s) for a business development incentive program for consideration at the July 15 council work session.

## 7. PUBLIC HEARING

None.

## 8. COUNCIL BUSINESS

- a. Amendment to the Fairview Municipal Code Section 19.106, Natural Resources, to Allow the use of Buffer Averaging in Resource Protection Areas: Ordinance 10-2015

City Recorder Leymaster read the first reading of the ordinance by title. Senior Planner Palmer presented Planning Commission's recommendation to amend Chapter 19.106 to allow buffer averaging. Averaging will allow a reduction in one area with an increase in another area of a riparian buffer. The overall buffer is not reduced. The adjustments have to be of equal or greater value. Buffer averaging is a tool that will allow flexibility in site design. Averaging does have to stay within the riparian buffer and must be on the applicant's property. The Planning Commission held a public hearing and 2 work sessions, public noticing requirements were completed, and the proposal is in compliance with all applicable criteria. The Planning Commission forwarded a recommendation for approval to allow the use of buffer averaging in resource protection areas.

Councilor Kreamier inquired if affected property owners were notified. Senior Planner Palmer replied specific property owners were not notified because the proposal is not restrictive in any way, it just provides an option.

Councilor Cooper disclosed that he attended the Planning Commission meetings in which the application was considered.

- b. Appointment to City Council Position Two (2): Motion

Councilor Cooper commented different sources indicated the appointment decisions had already been made in late April, and early May. When the issue was brought to Council that candidates had already been chosen, Councilors stated appointment decisions had not been made. For transparency and disclosure Councilor Cooper felt this issue should be noted as it was a reoccurring concern and perception throughout the appointment process.

Councilor Voruz noted she takes offense to attempts to try to control votes based on unfounded accusations and use of the media. She will vote for, who she believes are, the best candidate(s).

Each Council member voted by ballot for 1 candidate. City Recorder Leymaster read the results of each Council member selection into the record as follows: Councilor Cooper → Valerie Tewksbury, Councilor Kreamier → Tamie Tlustos-Arnold, Council President Prom → Ed Bejarana, Councilor Voruz → Ed Bejarana, and Mayor Tosterud → Ed Bejarana. Candidate Ed Bejarana had the majority of votes for appointment to Position Two (2).

Councilor Kreamier moved to appoint Ed Bejarana to City Council Position Two (2) and Council President Prom seconded. The motion passed by majority.

AYES: 4  
NOES: 1 – Councilor Cooper  
ABSTAINED: 0

c. Appointment to City Council Position Two (4): Motion

Each Council member voted by ballot for 1 candidate. City Recorder Leymaster read the results of each Council member selection into the record as follows: Councilor Cooper → Valerie Tewksbury, Councilor Kreamier → Tamie Tlustos-Arnold, Council President Prom → Tamie Tlustos-Arnold, Councilor Voruz → Tamie Tlustos-Arnold, and Mayor Tosterud → Ron Muro. Candidate Tamie Tlustos-Arnold had the majority of votes for appointment to Position Four (4).

Councilor Kreamier moved to appoint Tamie Tlustos-Arnold to City Council Position Four (4) and Council President Prom seconded. The motion passed by majority.

AYES: 4  
NOES: 1 – Councilor Cooper  
ABSTAINED: 0

d. Swearing-In of Appointed City Councilors to Position 2 & Position 4

City Attorney Martin recited the Oath of Office to newly appointed Councilor Ed Bejarana, who sited it back. Tamie Tlustos-Arnold was not present. Her swearing-in ceremony will be at the July 15 meeting.

10. ADJOURNMENT

Council President Prom moved to adjourn the meeting and Councilor Kreamier seconded. The motion passed, and the meeting adjourned at 7:35 PM.

AYES: 5  
NOES: 0  
ABSTAINED: 0

---

Devree Leymaster  
City Recorder

---

Ted Tosterud  
Mayor

---

Date of Signing

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



**GSI Water Solutions, Inc. Professional Services Contract For Groundwater  
Supply Source and Geographical Information Systems Support**

---

Meeting Date: July 15, 2015

Agenda Item Number: 3.b.

Staff Member: Allan Berry

Department: Public Works

---

**REQUESTED COUNCIL ACTION**

This is a request to approve resolution 33-2015 to authorize the City of Fairview (The City) Administrator to sign a Professional Services Contract with GSI Water Solutions, Inc. in the amount of \$58,700.00 for consulting services. The effective date is proposed to be Wednesday July 1<sup>st</sup> 2015 and the completion date is Thursday June 30<sup>th</sup> 2016.

**PUBLIC PURPOSE & COMMUNITY OUTCOME**

The consulting services will be for planning and operational support for groundwater supply source and geographical information systems (GIS). GSI Water Solutions, Inc's services will help the City provide and maintain reliable and safe utilities and a safe environment for its residents and the public, and enhance the Public Works Department's ability to maintain and document maintenance activities of the streets, sewer, water, and storm systems.

**ATTACHMENTS**

- A. Resolution 33-2015
- B. Professional Services Contract
- C. Exhibit "A."

**BACKGROUND**

As part of The City's efforts to maintain its infrastructure, consultants are retained to evaluate, maintain and provide expert advice on various projects and permits. The services provided by GSI Water Solutions, Inc. are essential to The City's operations, and will include the following:

1. Monitoring and evaluating the performance of the City's water supply wells and aquifer levels
2. Maintaining and managing the development of the City's compliance with water rights requirements
3. Assisting with the ongoing evaluation, operation, and maintenance of well 9
4. Providing consultation and support for the update of the City's Water System Master Plan
5. Assisting with planning, and implementing the development of GIS capabilities to support the Public Works Department

**RECOMMENDATIONS & ALTERNATIVES**

**Recommendation:**

Award the Professional Services Contract to GSI Water Solutions Inc.

**Alternatives:**

- 1. **No Action:** The City Council may choose not to award the contract. However, this would hinder The City’s ability to monitor and understand the trends in production of the water wells and aquifer levels, and may cause implications in maintaining compliance with water rights requirements which may lead to a deficiency in meeting the City’s water demands.

**BUDGET/FISCAL IMPACTS**

**Current Year Budget Impacts:**  Yes  No

The services will be funded from the FY 2015-16 budgets. The fee has been budgeted.

**Future Fiscal Impacts:**  Yes  No

**Staff Work Load Impacts:**  Yes  No

Staff work load will be impacted to gather supporting information and historical data and regularly meet with GSI Water Solutions, Inc. representatives to discuss progress. Staff work load has been budgeted.

**PUBLIC INVOLVEMENT**

No public involvement is required.

**NEXT STEPS**

Award contract and meet with GSI Water Solutions to discuss schedule of events.

**FROM**

Allan Berry, Public Works Director

**REVIEWED THROUGH**

Heather Martin, City Attorney

**FOR MORE INFORMATION**

- Staff Contact: Allan Berry
- Telephone: 503-674-6235
- Staff E-Mail: [berrya@ci.fairview.or.us](mailto:berrya@ci.fairview.or.us)
- Website: [www.fairvieworegon.gov](http://www.fairvieworegon.gov)



**RESOLUTION**  
**(33 - 2015)**

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH GSI WATER SOLUTIONS INC.**

**WHEREAS**, the City previously contracted with GSI Water Solutions, Inc. to provide hydro-geologic services, construction plans and specifications, water rights monitoring support, well 9 monitoring and miscellaneous groundwater support services; and

**WHEREAS**, continuation of water rights monitoring support, well 9 monitoring and miscellaneous groundwater support services is needed; and

**WHEREAS**, integration of the Geographic Information System (GIS) for maintenance tracking and infrastructure mapping is needed; and

**WHEREAS**, support services for updating the City's Water Master Plan is needed; and

**WHEREAS**, the City received proposals to perform professional services in response to the 2014 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**, GSI Water Solutions, Inc. was selected to assist the City of Fairview based on expertise, project understanding, responsiveness, previous work samples and other relevant factors; and

**WHEREAS**, GSI Water Solutions, Inc. desired to enter into a contract with the City of Fairview for professional services for groundwater supply source and GIS support.

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

**Section 1** The Fairview City Council hereby authorizes the Interim City Administrator to enter into a Professional Services Contract with GSI Water Solutions, Inc. for professional services for groundwater supply source and GIS support for the City of Fairview as set forth 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 15<sup>th</sup> day of July, 2015.

---

Mayor, City of Fairview  
Ted Tosterud

ATTEST

---

Date

---

City Recorder, City of Fairview  
Devree Leymaster



**CITY OF FAIRVIEW  
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made and entered into by and between the City of Fairview, a municipal corporation in the State of Oregon ("City") and GSI Water Solutions, Inc. ("Consultant") identified as follows:

Company	GSI Water Solutions, Inc.
Federal ID #	931306385
Mail Address	55 SW Yamhill Street, Suite 300
City, State Zip	Portland, OR 97204
Phone #	503-239-8799
Fax #	503-239-8940
E-Mail	tressler@gsiws.com

**1. EFFECTIVE DATE AND DURATION OF CONTRACT.** This Contract shall become effective on July 15, 2015 for Fiscal Year 2015-16. This Contract shall bind the City when it is authorized or ratified by the City Administrator or designee. Unless earlier terminated, this Contract shall remain in full force and effect until City accepts Consultant's completed performance or on June 30<sup>th</sup> 2016, whichever first occurs.

**2. PROJECT MANAGERS.** City's project manager is \_\_\_\_\_. Consultant's project manager is Ted Ressler, RG, CWRE. Each party shall give the other timely written notification of any change in their respective project manager.

**3. FUNDS AVAILABLE AND AUTHORIZED.** City has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.

**4. RELATIONSHIP OF THE PARTIES.**

**4.1. Professional consultant.** The Consultant shall provide the Services for the Project as described in Section 5 in accordance with the terms and conditions of this Contract. The Consultant's performance of Services shall be as a professional consultant to City to carry out the activities of the Project and to provide the technical documents and supervision to achieve City's Project objectives.

**4.2. City oversight/other consultants.** In administering this Contract, City may retain the services of an independent project manager, and potentially, other consultants or other contractors for additional or related work as needed to fulfill City's objectives. Consultant shall fully cooperate with such additional contractors and with any City employees concerned with such additional or related work, and shall coordinate the performance of work under this Contract, with such additional or related work. Consultant shall not commit

or permit any act which will interfere with the performance of work by any other Contractor or by any City employee.

**4.3. Written consent for sub-contracts, assignment, successors-in-interest.** Consultant shall not make any sub-contract with any other party for furnishing any of the Project's Services or assign or transfer any interest in this Contract, without obtaining the express prior written consent of City. In any case, this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any. Should sub-contracts be allowed, the Consultant shall provide a list of all Sub-contractors which the Consultant intends to utilize on the Project. This list shall include such information on the qualifications of the Sub-contractors as may be requested by City. City reserves the right to review the Sub-contractors proposed, and the Consultant shall not retain a Sub-contractors to which City has a reasonable objection.

**5. SCOPE OF WORK.** The Consultant shall provide to the City all services related to completion of the project (the "Project") as more particularly described in Consultant's proposal ("Proposal"), attached to this Contract as Exhibit A and incorporated herein by reference. In the event of inconsistencies between this Contract and Exhibit A, the provisions of this Contract shall control. Generally, the services to be performed by the Consultant on the Project consist of the following and as more specifically described in Exhibit A (the "Services"): Scope and fee estimate for fiscal year 2015/2016 services.

Consultant is required to obtain all necessary licenses (state and local) necessary to operate its business in the City and to perform the Services.

**6. PAYMENT.** City agrees to pay Consultant on the schedule and the amounts set forward in the attached Exhibit B (Budget) incorporated by reference herein for satisfactory completion of the Project. Any work or Services to be provided beyond that set forth in Exhibit B must be approved in writing in advance by the City Administrator. In the event such authorization is not obtained, the Consultant shall not be entitled to compensation for the performance of such work.

**6.1** Consultant shall submit monthly billings for work performed. The billings shall describe all materials supplied and work performed with particularity and shall itemize and explain all expenses for which reimbursement is claimed. Unless the amount and rate of reimbursement are specified in an attached exhibit to this Contract, the City will not reimburse Consultant for any expenses under this Contract.

**6.2** City shall pay Consultant for the amount billed each month within 30 (thirty) days after receiving Consultant's billing in a format acceptable to the City. City shall not pay any amount in excess of the compensation amounts set forth above nor shall City pay Consultant any fees or costs which City reasonably disputes. If such a dispute arises, Consultant will continue to perform its duties under this Contract.

**7. CONTRACT PERFORMANCE.** Consultant shall at all times perform the Services diligently, without delay and punctually fulfill all requirements herein, consistent with the schedule for the performance of Consultant's services set forth in Exhibit A. Expiration of this Contract shall not extinguish or prejudice City's right to enforce this Contract with respect to any breach of a warranty of Consultant or any default or defect in performance that has not been cured. Consultant shall perform such additional work as may be necessary to correct errors in the work performed without undue delay or additional cost. Time is of the essence in the performance of this Contract.

**8. CHANGES.** This Contract, including all exhibits attached hereto, shall not be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written instrument, executed by both parties. Such waiver, alteration, modification, supplement, extension or amendment, if made, shall be effective only in the specific instance and for the specific purpose given. The parties acknowledge and agree that, to the extent permitted by law, this Contract may be amended to specifically provide for additional Consultant services that are within or directly related to the Project. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Consultant thereafter shall be entitled to no

compensation whatsoever for the performance of such work.

**9. EXECUTION AND COUNTERPARTS.** This Contract, and any amendments to this Contract, may be executed in counterparts (each of which shall be an original and all of which shall constitute one and the same instrument) or in multiple originals. A faxed form of this Contract or any amendment thereto, executed by one or more of the parties, will constitute a counterpart hereof, as long as the counterpart bearing the party's original signature is transmitted to the other party and received by that party forthwith.

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

**11. NOTICE.** Except as otherwise expressly provided in this Contract, any communications between the parties or notices to be given hereunder shall be given in writing by personal delivery, facsimile or mailing, postage prepaid, to Consultant or City at the address or number set forth on this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given 5 (five) calendar days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a transmission receipt. To be effective against City, such facsimile transmission must be confirmed by telephone notice to the City's Project Manager identified in this Contract, and shall not be deemed to be given until such confirmation is completed. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

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

**13. NO THIRD-PARTY BENEFICIARIES.** City and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**14. PROJECT INFORMATION & CONFIDENTIALITY.** Consultant agrees to share all Project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the Project. No reports, information or data given to or prepared or assembled by Consultant under the Contract shall be made available or used for anything other than the work set forth under the Contract by Consultant to any individual or organization (except City) without the prior written approval of City which approval is in the City's sole and absolute discretion.

**14.1 Intellectual Property.** All work performed under this Contract including but not limited to documents, drawings, papers, computer programs, and photographs performed or produced by the Consultant under this Contract shall be the property of the City. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in the City. Consultant shall execute any assignment or other documents necessary to effect this paragraph. Consultant may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Consultant shall transfer to the City any data or other tangible property generated by Consultant under this contract and necessary for the beneficial use of intellectual property covered by this paragraph.

**15. RECORDKEEPING.** Consultant and Sub-contractors shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Consultant and Sub-contractors shall maintain any other records pertinent to this Contract in such a manner as to clearly

document the Consultant's and Sub-contractors' performance hereunder. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Consultant and Sub-contractors and kept accessible for a minimum of 6 (six) years after the Contract's expiration, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. If for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than 6 (six) years or until all litigation is resolved, whichever is longer. Consultant shall provide City with full access to these records in preparation for and during litigation.

**16. ACCESS TO RECORDS.** Consultant agrees that City and its authorized representatives shall have access to all books, documents, papers and records of the Consultant which are directly related to the Contract for the purpose of making any audit, examination, copies, excerpts and transcripts.

**17. INDEPENDENT CONTRACTOR STATUS.** Consultant shall be free from City's direction and control over the means and manner of providing Project labor or service, subject only to the specifications of the desired results. Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

**17.1** Consultant is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

**17.2** Consultant is not eligible for any federal social security, unemployment insurance, pension, state retirement system or workers' compensation benefits from compensation or payments paid to Consultant under this Contract.

**17.3** Consultant has filed federal and state income tax returns in the name of the business as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.

**17.4** Consultant is not an employee of Metro, any special district, or local government, including City, the federal government or the State of Oregon.

**18. PAYMENT OF LABORERS; PAYMENT OF TAXES.**

**18.1** Consultant shall:

**18.1.1** Make payment promptly, as due, to all persons supplying to the Consultant labor and material for the performance of the work provided for in the Contract (ORS 279B.220(1));

**18.1.2** Pay all contributions or amounts due to the Industrial Accident Fund incurred in the performance of this Contract, and shall ensure that all Sub-contractors pay amounts due from their performance (ORS 279B.220(2));

**18.1.3** Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished (ORS 279B.220(3)); and

**18.1.4** Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to the Consultant under this Contract and pay to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless the Consultant is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover the Consultant's federal or state tax obligation (ORS 279B.220(4)).

**18.2** The Consultant shall promptly as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Consultant, of all sums that the Consultant agrees to pay for the services and all moneys and sums that the Consultant collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the service (ORS 279B.230(1)).

**18.3** Consultant, its subcontractors and all employers, if any, providing services, labor or materials under the Contract are subject to Oregon Workers' Compensation Law, which requires all subject employers working under this Contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126. Consultant shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

**19. COMPLIANCE WITH APPLICABLE LAW.** Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Services under the Contract.

**19.1** Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract and incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated:

**19.1.1** Titles VI and VII of the Civil Rights Act of 1964, as amended;

**19.1.2** Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;

**19.1.3** the Americans with Disabilities Act of 1990, as amended;

**19.1.4** Executive Order 11246, as amended;

**19.1.5** the Health Insurance Portability and Accountability Act of 1996;

**19.1.6** the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;

**19.1.7** the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;

**19.1.8** ORS Chapter 659, as amended;

**19.1.9** all regulations and administrative rules established pursuant to the foregoing laws;  
and

**19.1.10** all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations.

**19.2** City's performance under the Contract is conditioned upon Consultant's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

**19.3** Any person employed on work under this Contract shall be paid at least time and a half for all overtime worked in excess of 40 (forty) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime (ORS 279B.235(3)).

## **20. REPRESENTATIONS AND WARRANTIES.**

**20.1** Consultant represents and warrants to City that:

**20.1.1** Consultant has complied and will continue to comply with all Oregon laws relating to the performance of Consultant's obligations under this Contract;

**20.1.2** Consultant shall be qualified, professionally competent and duly licensed to perform the Services at all times during the term of this Contract;

**20.1.3** Consultant has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Project under this Contract in a professional manner and in accordance with standards prevalent in Consultant's industry, trade or profession;

**20.1.4** Consultant has the power and authority to enter into and perform this Contract;

**20.1.5** When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms;

**20.1.6** The persons executing this Contract on behalf of the Consultant have the actual authority to bind the Consultant to the terms and conditions of this Contract;

**20.1.7** Consultant prepared its Proposal, Exhibit A to this Contract, independently from all other proposers, and without collusion, fraud or other dishonesty; and

**20.1.8** The provisions of this Contract do not conflict with, or result in a default under, any agreement or other instrument binding upon the Consultant and do not result in a violation of any law, regulation, court decree or order applicable to the Consultant

**20.2** Upon City's request, Consultant shall provide City with evidence reasonably satisfactory to City confirming the foregoing covenants and warranties. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other provided warranties.

**21. INSURANCE.** Consultant shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract or any other time periods required herein, at Consultant's expense, an occurrence form comprehensive general liability and automobile insurance policies for bodily injury, including death, and broad form property damage, including loss of property and coverage for owned, hired or non-owned vehicles, as applicable, for the protection of Consultant and the City, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary policies and any other insurance carried by City shall be excess. The policies shall be issued by a company authorized to do business in the State of Oregon and providing single limit general liability coverage of \$2,000,000 and separate automobile coverage of \$1,000,000. The certificates shall provide that City will receive 30 (thirty) days' written notice of cancellation or material modification of the insurance contract to the City Project Manager. Consultant shall provide certificates of insurance and additional insured endorsements to City evidencing the date, amount, and type of insurance prior to commencement of any work under this Contract. If requested, complete copies of insurance policies shall be provided to City. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**21.1 WORKERS' COMPENSATION COVERAGE.** Consultant certifies that Consultant has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier insured employer as provided by ORS 656.407 or as a self-insured employer. Consultant shall provide to City within 10 (ten) days after Contract Effective Date, a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy

shall indicate that the policy shall not be terminated by the insurance carrier without 30 (thirty) days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Consultant is self-insured.

**21.2 PROFESSIONAL ERRORS AND OMISSIONS.** Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of the Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's acts, omissions, activities or services in an amount not less than \$1,000,000 combines single limit per occurrence. Such insurance shall be endorsed to include contractual liability. In the event Consultant's coverage is on a claims basis, Consultant is responsible for purchasing extended reporting period/tail coverage for a minimum of one (1) year.

**22. INDEMNIFICATION.** Consultant shall indemnify, defend, save and hold harmless City, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees, based upon or arising out of the acts or omissions of the Consultant or its Sub-contractors, agents, or employees under this Contract except that arising out of the sole negligence of the City. In addition, Consultant expressly agrees to indemnify, defend, save and hold harmless the City, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits, actions, loss or expenses, including attorney fees, arising out of or related to any claims that the Project, Services, or any other tangible or intangible items delivered to City by Consultant that may be the subject of protection under any state or federal intellectual property law or doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

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

**23.1.** If the City determines that the breach is material and Consultant fails to remedy the breach in accordance with this Section, City may declare Consultant in default and pursue any remedy available for a default.

**23.2.** Pending a decision to terminate all or part of this Contract, City unilaterally may order Consultant to suspend all or part of the services under this Contract. If City terminates all or part of the Contract pursuant to this Section, Consultant shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Contract and later orders Consultant to resume those services, Consultant shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

**23.3** To recover amounts due under this Section, City may withhold from any amounts owed by City to Consultant, including but not limited to amounts owed under this or any other contract between Consultant and City.

**24. FORCE MAJEURE.** Neither City nor Consultant shall be held responsible for delay or default caused by fire, riot, acts of nature, or war where such cause was beyond, respectively, City's or Consultant's reasonable control. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**25. WAIVER.** The failure of City to enforce any provision of this Contract shall not constitute a waiver by City of that or any other provision.

**26. DEFAULT.** City, by written notice of default (including breach of contract) to Consultant, may terminate the whole or any part of the Contract:

**26.1** If Consultant fails to provide Services called for this Contract within the time or manner specified herein, or any extensions thereof; or

**26.2** If Consultant fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such longer period as City may authorize in writing.

## **27. TERMINATION.**

**27.1** This Contract may be terminated at any time by written mutual consent of both parties.

**27.2** Consultant may terminate this Contract upon 30 (thirty) days' written notice to City if City fails to pay Consultant pursuant to the terms of this Contract and City fails to cure within 30 (thirty) days after receipt of Consultant's notice or such longer period of cure as Consultant may specify in such notice.

**27.3** City, in its sole discretion, may terminate this Contract, in whole or in part, at any time upon written notice to Consultant by specifying the termination date of the Contract.

**27.4** In the event of termination under this Section, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services performed through the termination date. Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination for costs actually incurred by Consultant. City shall not be obligated to pay for any such costs invoiced to and received by City later than 30 (thirty) days after termination.

**27.5** Upon receiving a notice of termination, Consultant shall immediately cease all activities under this Contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, As directed by City, Consultant shall deliver to City all Contract documents, information, works-in-progress and other property that are or would be deliverable had the Contract been completed. Upon City's request, Consultant shall surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Project or Services. By Consultant's signature on this Contract, Consultant allows City to use said Work Product and other property for its intended use. The rights and remedies of City provided in this Section related to defaults by the Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**28. GOVERNING LAW; JURISDICTION; VENUE.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "the claim") between City and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Portland Division. Consultant, by its execution of this Contract, hereby consents to the *in personam* jurisdiction of said courts.

**29. MEDIATION; TRIAL WITHOUT A JURY.** Should any Contract related dispute arise between the Parties it is agreed that such dispute will be submitted to a mediator prior to any litigation and the Parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, then through litigation. Any litigation arising under or as a result of this Contract shall be tried to the court, without a jury.

**29.1** The Parties shall exercise good faith efforts to select a mediator who shall be compensated equally by the Parties. Mediation will be conducted in Fairview, Oregon, unless the Parties agree in writing otherwise. Parties agree to exercise good faith efforts to resolve all Contract related disputes through the

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 retain all rights with respect to any dispute not covered by this Section.

**30. SEVERABILITY.** Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**31. MERGER CLAUSE; CONTRACTOR CERTIFICATION.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER ADDRESSED HEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT THE SUPPLIED CONTRACTOR DATA IS TRUE AND ACCURATE AND CONSULTANT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

*[signature page follows]*

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR THE CONSULTANT:

FOR THE CITY:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*City Manager*

\_\_\_\_\_  
*Name (Printed)*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Federal ID #*

APPROVED AS TO FORM:

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*City Attorney*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City, State, Zip*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Fax Number*

\_\_\_\_\_  
*E-mail*



55 SW Yamhill Street, Suite 100 Portland, OR 97204  
P: 503.239.8700 F: 503.239.8704  
URL: [www.gsiwater.com](http://www.gsiwater.com)

June 8, 2015

Mr. Allan Berry, PE  
City of Fairview  
1300 NE Village St.  
Fairview, OR 97024

Re: Scope and Fee Estimate for Fiscal Year 2015/2016 Services

Allan:

This letter presents GSI Water Solutions, Inc.'s (GSI) proposed scope and fee estimate for providing services to the City of Fairview (City) between July 1, 2015 and June 30, 2016. The purpose of our fiscal year (FY) 2015/2016 services is to support the City with planning and operational support for its groundwater supply source and geographical information systems (GIS). The specific objectives of our services include assisting the City with (1) monitoring and evaluating the performance of the City's water supply wells, (2) managing development of the City's water rights and complying with permit conditions, (3) assisting with the ongoing evaluation, operation, and maintenance of Well 9, and (4) providing consultation and support for the update of the City's Water System Master Plan, and (5) assisting with planning, and implementing the development of GIS capabilities to support the Public Works Department. The FY 2015/2016 scope of services and budget are described below. A detailed budget sheet is attached.

## **TASK 1 – WELL PERFORMANCE MONITORING SUPPORT**

**Purpose:** This task involves processing and evaluating monthly production data for trends in production well performance and aquifer levels. Well performance monitoring has benefited the City in the past by enabling early detection and diagnosis of well operational problems and in as well as in negotiating water rights issues with the Oregon Department of Water Resources (OWRD). The purpose of the well performance monitoring support is to identify potential well operational issues and assess aquifer water level trends, including interference from other nearby well(s), before these issues become severe or negatively impact the ability of the City to supply water to meet its demand.

**Scope:** The scope for Task 1 includes the following services:

1. Incorporate regular monthly SCADA system downloads into the existing database; generate plots of pumping and static water levels, operational parameters (e.g., pressure, power

- draw), and specific capacity of the production wells; and review plots to identify any trends of potential significance to the performance of the City's wells.
2. Provide brief, quarterly updates to the City on our review of well operations and significant observations and findings. The purpose of the quarterly updates is to document our findings from the well performance monitoring for the City's records.
  3. Communicate any identified concerns to the City, as necessary.

**Schedule:** This task will be completed by June 30, 2016.

**Budget:** The fee estimate for this task is \$8,200.

## **TASK 2 – WATER RIGHTS SUPPORT**

**Purpose:** This task includes providing assistance to the City in developing their water rights and maintaining compliance with water rights requirements. The purpose of this work is to assist the City to secure its water rights for future use in meeting its water demands. Our past work has benefitted the City by aligning water rights with groundwater source capacity, expanding the City's water rights capacity for source expansion and maintaining the City's water rights in good standing with OWRD.

**Scope:** The scope for Task 2 includes the following specific services:

1. Advise the City regarding pending actions to meet requirements for existing water rights and the Wood Village MOU, and provide assistance to the City in discussions with the City of Wood Village regarding the continuance of the water level monitoring required by the MOU between the City and Wood Village.
2. Prepare and submit an annual static water level measurement report to OWRD to comply with Certificate 88274 (Well 8).
3. Track OWRD's review of the technical memorandum in support of a Sand and Gravel Aquifer (SGA) determination for Well 6 (Permit G-7029). The SGA determination for Permit G-7029 is critical because the SGA is the primary groundwater source utilized by the City and Permit G-7029 is the last undeveloped water right that the City holds (i.e., has additional authorized rate of use that could be used at a future City well).

**Schedule:** This task will be completed by June 30, 2016.

**Budget:** The fee estimate for this task is \$4,500.

## **TASK 3 – WELL 9 OPERATIONAL SUPPORT**

**Purpose:** The purpose of this task is to assist the City with continued operation and routine maintenance of Well 9 in accordance with the Operations and Preventative Maintenance Plan (OPMP) provided to the City in 2014.

**Scope:** The scope for Task 3 includes the following services:

1. Coordinate with City staff on ongoing bacterial assessment and interpretation of Well 9 performance.
2. Provide assistance to City staff with collection of water samples for bacterial assessment by Water Systems Engineering.
3. Complete monthly assessment of well hydraulic performance based on SCADA system downloads (see Task 1)
4. Provide assistance to City staff in coordinating and implementing interim mechanical redevelopment of Well 9.
5. Communicate any identified concerns to the City, as necessary. We have assumed one meeting at the City's offices for budgeting purposes.

**Schedule:** This task will be completed by June 30, 2016.

**Budget:** The fee estimate for this task is \$13,000.

#### **TASK 4 – SUPPORT FOR WATER SYSTEM MASTER PLANNING**

**Purpose:** This task includes providing support to the City and the engineering firm selected to prepare the update to the City's Water System Master Plan. The purpose is to assist in the compilation of the information needed for the water system master planning effort, in particular that information pertaining to the City's groundwater supply wells, water rights, and capital improvement plan.

**Scope:** The scope for Task 4 includes the following services:

1. Meet with the City and the engineering firm selected to prepare the update to the City's Water System Master Plan. We have assumed one meeting at the City's offices for budgeting purposes.
2. Coordinate with the selected engineering firm to provide updated groundwater supply source, water right status, and strategy recommendations for the master plan document.
3. Prepare a written description of the City's groundwater supply wells, including capacity, performance, usage, and operational condition for inclusion in the water master plan document.
4. Prepare a written description of the City's water rights, including a summary of the current status and strategy recommendations regarding optimizing operations with current water rights and sources for inclusion in the water master plan document.
5. Prepare, in coordination with the selected engineering firm, alternatives, costs and recommendations for expanding the capacity and reliability of the City's water supply source.

**Schedule:** This task will be completed by June 30, 2016.

**Budget:** The fee estimate for this task is \$8,200.

## TASK 5 – GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT

**Purpose:** This task includes providing GIS and global positioning satellite (GPS) support to the City's Public Works department and consists of three separate subtasks. The first subtask includes assisting the City with the development of a cloud-based system for storage, access and editing of Public Works GIS data from existing layers and field data. The second subtask involves assessing alternatives for development of an enterprise GIS framework. The third subtask includes on-call GIS and GPS support for the City. The general scope of services for these subtasks are provided below. The specific scope of services for work under each of these subtasks will be defined in consultation with the City at the time the services are requested.

**Scope:** GSI will complete services under this task only upon prior authorization by the City. The scope for Task 5 includes the following services:

- **Subtask 1:** Configure a cloud-based software solution that allows field crews to access and edit GIS data related to the City's streets, sewer system, and stormwater system.
- **Subtask 2:** Work with the City to identify fundamental and optional needs and functionality of an enterprise framework to house the City's master GIS files and feed relevant GIS data to field tablets and various departments for their mapping and analysis purposes. Identify and assess options and costs for addressing the City's identified needs and preferences.
- **Subtask 3:** Provide the City with on-call support (on an as-needed basis) for GIS and GPS-related activities at the City.

**Budget:** A contingency budget of \$19,800 is set aside for this task. These funds will not be expended without prior authorization by the City.

## TASK 6 – MISCELLANEOUS ON-CALL SERVICES

**Purpose:** In past years, the City has requested a variety of services not included in the planned scope for the year, such as providing support on questions/issues raised by the City Council and consultation on Oregon Health Authority Drinking Water Program sampling procedures for Well 9 and Well 5. This task provides a contingency for miscellaneous services that could be requested by the City.

**Scope:** The scope of services for work under this task will be defined at the time the services are requested by the City. GSI will complete services under this task only upon prior authorization by the City.

**Budget:** A contingency budget of \$5,000 is set aside for this task. These funds will not be expended without prior authorization by the City.

## BUDGET SUMMARY

The total budget for the scope of work described in this letter is **\$58,700**. A detailed breakdown of the budget by task is provided in Table 1. This work will be completed on a time and materials basis. Outside services contracted and managed by GSI will be marked up at a discounted rate of 8 percent

for well service contractors and 5 percent for laboratory service contractors. The budget will not be exceeded without prior written authorization.

Please give us a call if you have any questions regarding this scope and budget. We greatly appreciate the opportunity to work with the City on this project.

Sincerely,

Groundwater Solutions, Inc. dba  
GSI Water Solutions, Inc.

Ted Ressler, RG, CWRE  
Senior Hydrogeologist

Walter Burt, RG  
Principal Hydrogeologist

Attachment  
GSI 2015 Rate Schedule

**Table 1**  
**Fee Estimate Detail**  
**2015/2016 Fiscal Year Services**

Task	GSI Hours			GSI Labor and Expenses	Subcontractor Fees	Fee Estimate
	Principal	Senior	Staff			
<b>Task 1 Well Performance Monitoring</b>				\$8,200	\$0	\$8,200
1. Monthly update of operational database and well performance tracking		11	21			
2. Quarterly updates to City staff on well performance observations and findings.	2	1	11			
3. Meeting with City staff regarding well performance issues	4	8				
<b>Task 2 Water Rights Support</b>				\$4,500	\$0	\$4,500
1. Advise City on water rights actions and Wood Village MOU	2	7				
2. Complete permit required Well 8 water level reporting		1	2			
3. Track OWRD review of technical memorandum supporting a SGA determination for Well 6 (Permit G-7029)	6	11	2			
<b>Task 3 Well 9 Operational Support</b>				\$13,000	\$0	\$13,000
1. Coordinate with City staff on ongoing bacterial assessment and interpretation of Well 9 performance		7	13			
2. Complete monthly assessment of Well 9 performance		6				
3. Assistance with coordinating and implementing interim mechanical redevelopment of Well 9		26	36			
4. Communicate any identified concerns to the City, as necessary	2	15				
<b>Task 4 Water System Master Planning Support</b>				\$8,200	\$0	\$8,200
1. Meeting and coordination with the City and the engineering firm selected to prepare the update to the City's Water System Master Plan.	6	10				
2. Provide updated documentation of the City's groundwater supply source for master plan document.	5	6	1			
3. Provide updated documentation of the City's water rights for master plan document	1	10	1			
4. Prepare, in coordination with the selected engineering firm, alternatives, costs and recommendations for expanding the capacity and reliability of the City's water supply source.	5	10				

<b>Task 5 GIS Support</b>								
1.	Subtask 1: Configure a cloud-based software solution that allows field crews to access and edit GIS data related to the City's streets, sewer system, and stormwater system.	41	1	\$19,800	\$0	\$19,800		
2.	Subtask 2: Identify fundamental and optional needs and functionality for an enterprise framework.	81	1					
3.	Subtask 3: Provide the City with on-call support (on an as-needed basis) for GIS and GPS-related activities	40						
<b>Task 4 Miscellaneous On-Call Services</b>								
1.	To be defined by the City	14	18	\$5,000	\$0	\$5,000		\$5,000
<b>Total:</b>				<b>\$58,700</b>	<b>\$0</b>	<b>\$58,700</b>		<b>\$58,700</b>

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



**Award Construction Services Contract for the City of Fairview's Slurry Seal Project 2015**

---

Meeting Date: July 15, 2015

Agenda Item Number: 3.c.

Staff Member: Zaldy Macalanda

Department: Public Works

---

**REQUESTED COUNCIL ACTION**

City staff is requesting to approval of Resolution 34-2015 that will authorize the Interim City Administrator to sign a public improvement contract with Blackline, Inc. for the City of Fairview's Slurry Seal Project 2015 in the estimated amount of \$130,929.47. Final payment will be based on actual quantities required to complete the work.

**PUBLIC PURPOSE & COMMUNITY OUTCOME**

The City of Fairview Pavement Management Program comprises on assessment of the Pavement Condition Index (PCI) based on detailed visual inspection of the City of Fairview streets. The PCI is a measurement of the health of the pavement network or condition and is calculated based on pavement distresses identified in the field. This program is intended to assist the City of Fairview with identifying street maintenance priorities specific to the City. The goal is to guide the city's street system maintenance needs. Such visual inspection of Fairview's surface street system is prepared every five years. This inspection is basically a "report card" of pavement conditions which rates each street and alley. The condition of the proposed project locations are identified as needing repair for "Preventive Maintenance". Such repairs extend the life of the pavement at relatively low cost and prevent the pavement from deteriorating into conditions requiring more expensive treatments.

**ATTACHMENTS**

- A. Resolution 34-2015
- B. Exhibit "A" (Contract Document)
- C. Exhibit "B" (Bid Item Schedule)

**BACKGROUND**

The City of Fairview Public Works Department is responsible for the repair and maintenance of 3.93 lane miles of Collector streets, 30.72 lane miles of Residential streets and 1.83 lane miles of Alleys for a total of 36.48 lane miles of asphalt concrete and Portland cement concrete pavement for a total of 18.24 centerline miles of streets and alleys. The City of Fairview's Pavement Management Program (PMP) was developed by Capitol Asset & Pavement Services. The program comprises on assessment of the Pavement Condition Index (PCI), which is based on detailed visual inspection of the City of Fairview streets. It evaluates the health of the pavement network or condition and is calculated based on pavement distresses identified through visual inspection. The PMP is intended

to assist the City of Fairview with identifying street maintenance priorities specific to the City. The main goals of the program are to guide the City's street maintenance needs which prioritize improving safety for Fairview's street system, extending the life of pavement at relatively low cost and preventing pavement from deteriorating into conditions requiring more expensive treatments. The proposed locations of the slurry seal surface pavement treatment is as follows:

- Zone I (Village Community) = 48,212 SY
  - Zone II (Old Town Fairview) = 33,043 SY
- Total = 81,255 SY

The proposed Slurry Seal Project 2015 is a piggy-back contract with the City of Troutdale under Sub-section 00120.96 (Opportunity for Cooperative Purchasing) of Section 00120 (Bidding Requirements and Procedures) of the contract documents. The piggy-back clauses of Sub-section 00120.96 are as follows:

- Any publicly funded city, county, agency or similar entity shall have the authority to purchase specific goods/services directly from the contractor under the terms and conditions of this contract.
- The bidder agrees to extend identical pricing to local public agencies for the same terms. Quantities listed in this document reflect the City of Troutdale's estimated usage only.
- Each contracting agency will execute a separate contract with the successful bidder for its requirements.
- Any bidder, by written notification at the time of the bid due date and time, may decline to extend the prices and terms of this bid to any, and/or all other public agencies.
- Additional costs may be incurred by the successful bidder in contracting with another public agency. All demonstrable costs (shipping, etc.) may be passed on to that public agency.
- Contractor shall provide information regarding total usage of contract upon request of the City of Troutdale.

The lowest and responsible bidder was submitted by Blackline, Inc. with a bid of \$130,929.47 based on the unit cost of the anticipated quantities of the project.

## RECOMMENDATIONS & ALTERNATIVES

**Recommendation:** City staff respectfully recommends approval of Resolution 34-2015 to award construction services contract for the City of Fairview Slurry Seal Project 2015 to Blackline, Inc.

### Alternatives:

1. **No Action:** The City Council may choose not to enter into a contract with Blackline, Inc. and either chooses another contractor or choose not to perform this work.
2. If the work is not carried out, the findings and recommendations of the approved City of Fairview Slurry Seal Project 2015 would not be met.

## BUDGET/FISCAL IMPACTS

The estimate for completion of the City of Fairview Slurry Seal Project 2015 was estimated to be \$130,929.47. The City of Fairview Slurry Seal Project 2015 is included in the 2015-16 budgets.

**Current Year Budget Impacts:**  Yes  No

The slurry seal construction cost will be funded from the Street Fund in the FY 2015-16.

**Future Fiscal Impacts:**             Yes     No  
None

**Staff Work Load Impacts:**         Yes     No  
City staff work load will be impacted by routine construction management.

**PUBLIC INVOLVEMENT**

Door hangers (construction and traffic notices) will be provided 48 hours prior to commencing construction to local residents to advice of pending construction.

**NEXT STEPS**

If the City Council approves, the construction of the City of Fairview Slurry Seal Project 2015 will commence on July 7, 2015 and to be completed on July 9, 2015.

---

**FROM**

Allan Berry, Public Works Director  
Zaldy Macalanda, Engineering Associate

**REVIEWED THROUGH**

Heather Martin, City Attorney  
Christy Wurster, Interim City Administrator

**FOR MORE INFORMATION**

Staff Contact: Zaldy Macalanda

Telephone: 503-674-6234

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

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



**RESOLUTION**  
**(34 - 2015)**

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE  
INTERIM CITY ADMINISTRATOR TO SIGN A CONSTRUCTION SERVICES  
CONTRACT FOR THE CITY OF FAIRVIEW SLURRY SEAL PROJECT 2015**

**WHEREAS**, the City of Fairview Public Works Department is responsible for the repair and maintenance of 3.93 lane miles of Collector streets, 30.72 lane miles of Residential streets and 1.83 lane miles of Alleys for a total of 36.48 lane miles of asphalt concrete and Portland cement concrete pavement for a total of 18.24 centerline miles of streets and alleys.

**WHEREAS**, the Pavement Management Program (PMP) was developed and comprises an assessment of the Pavement Condition Index (PCI); which evaluates the health of the pavement network or condition and is calculated on pavement distresses identified through visual inspection.

**WHEREAS**, the PMP is intended to assist the City of Fairview with identifying street maintenance priorities specific to the City. The main goals of the PMP are to guide the city's street maintenance needs which prioritize improving safety in Fairview's street system, extending the life of pavement at relatively low cost, and preventing pavement from deteriorating into conditions requiring more expensive treatments.

**WHEREAS**, the existing condition of the proposed surface pavement treatment will address street maintenance priorities specific to the City.

**WHEREAS**, the proposed City of Fairview's Slurry Seal Project 2015, which targets those areas that were rated under "Preventive Maintenance", is applied before pavement deterioration has become severe and is a more cost-effective approach.

**WHEREAS**, the City of Fairview's proposed Slurry Seal Project 2015 meets the requirements of ORS 279A.210 as a joint cooperative procurement and is a "piggy-back contract" with the City of Troutdale under Sub-section 00120.96 (Opportunity for Cooperative Purchasing) of Section 00120 (Bidding Requirements and Procedures) of the contract documents.

**WHEREAS**, Blackline, Inc. is the lowest responsible bidder with a bid of \$130,929.47, based on the unit costs of the anticipated quantities for the project.

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

**Section 1** The Fairview City Council hereby authorizes the Interim City Administrator to enter into a Construction Services Contract with Blackline, Inc. for construction services for the City of Fairview Slurry Seal Project 2015 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 July 2015.

---

Mayor, City of Fairview  
Ted Tosterud

ATTEST

---

Date

---

City Recorder, City of Fairview  
Devree Leymaster

# Exhibit "A"

---

## AGREEMENT

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

Blackline, Inc.  
(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 SLURRY SEAL PROJECT 2015**

The Work to be done under this Contract consists of slurry seal surface pavement treatment on the following locations:

- Zone I (Village Community) = 48,212 SY
- Zone II (Old Town Fairview) = 33,043 SY
- Total = 81,255 SY

### ARTICLE 2 - Engineer

2.01 The Project is a piggy-back contract with the City of Troutdale under Sub-section 00120.96 of the contract document. It has been designed by the City of Troutdale staff, 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. However, the City of Fairview staff will manage the construction.

### ARTICLE 3 - CONTRACT TIME

3.01 The Work shall be substantially complete by Sept. 9, 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 Contractor fails to achieve substantial completion or final completion within the time limits specified in the contract documents, liquidated damages shall be paid to Owner. Liquidated damages shall be paid in the amount of \$200 per day, based on loss of

## Exhibit "A"

---

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 in the amounts determined for the total number of each of the units of work in the Bid Schedule completed at the unit price set forth in the Bid Schedule. The number of units contained in the Bid Schedule is approximate only, and the final payment will be made for the actual number of units that are incorporated in, or made necessary by the Work covered by the Contract.

### ARTICLE 5 - PROGRESS PAYMENT PROCEDURES

5.01 On no later than the 4th day of every month, the Contractor shall prepare and submit to the Engineer a progress payment estimate filled out and signed by the Contractor covering the total quantities under each item of work that have been completed from the start of the Work 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

## Exhibit "A"

---

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

## Exhibit "A"

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  Compliance with ORS 279C.840  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 the City of Fairview, Oregon, dated June 2013  City of Fairview Standard Details  Addendum: No. ____, dated _____  Addendum: No. ____, dated _____  Addendum: No. ____, dated _____  All items included within these Contract Documents.</p>
--	---

### ARTICLE 11 - MISCELLANEOUS

# Exhibit "A"

---

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 XX YY, 2015.

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

Contractor: Blackline, Inc.  
13023 NW Hwy 99, Suite #7d  
PMB 196  
Vancouver, WA 98686

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

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

Address for giving Notices: 13023 NW Hwy 99, Suite #7, PMB 96  
Vancouver, WA 98686

[THIS PAGE LEFT BLANK INTENTIONALLY]

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Fairview, State of Oregon, on XX YY, 2015, has awarded to Blackline, Inc. hereinafter designated as "Principal", a Contract for construction of the City of Fairview Slurry Seal Project 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 One Hundred Thirty thousand Nine hundred Twenty Nine and forty seven cents. Dollars (\$130,929.47), 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 XXst/th day of YY, 2015, 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 XX YY, 2015, has awarded to Blackline, Inc.; hereinafter designated as the "Principal", a Contract for construction of the City of Fairview Slurry Seal Project 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 One Hundred Thirty thousand Nine hundred Twenty Nine and forty seven cents. Dollars (\$130,929.47), 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 One Hundred Thirty thousand Nine hundred Twenty Nine and forty seven cents. Dollars (\$130,929.47), 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 One Hundred Thirty thousand Nine hundred Twenty Nine and forty seven cents. Dollars (\$130,929.47), 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 XXst day of YY, 2015, 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

**NOTICE OF AWARD**

**DATE:** XX YY, 2015

**TO:** Cody Lorenzen  
Blackline, Inc.  
13023 NE Hwy 99, Suite #7, PMB 196  
Vancouver, WA 98689

**NAME OF PROJECT:** City of Fairview Slurry Seal Project 2015

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated May 1, 2015, and Contract Documents.

You are hereby notified that your bid has been accepted for items in the amount of One Hundred Thirty thousand Nine hundred Twenty Nine and forty seven cents, Dollars (\$130,929.47).

You are required by the Bidding Documents to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this notice, said Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this XXst/th day of YY, 2015.

City of Fairview  
Owner

by: Allan Berry, PE

Title: Public Works Director

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

Firm: Blackline, Inc., this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

by: \_\_\_\_\_ Title: \_\_\_\_\_

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Fairview, State of Oregon, on XX YY, 2015, has awarded to Blackline, Inc. hereinafter designated as "Principal", a Contract for construction of the City of Fairview Slurry Seal Project 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 One Hundred Thirty thousand Nine hundred Twenty Nine and forty seven cents. Dollars (\$130,929.47), 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 XXst/th day of YY, 2015, 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 XX YY, 2015, has awarded to Blackline, Inc.; hereinafter designated as the "Principal", a Contract for construction of the City of Fairview Slurry Seal Project 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 One Hundred Thirty thousand Nine hundred Twenty Nine and forty seven cents. Dollars (\$130,929.47), 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 One Hundred Thirty thousand Nine hundred Twenty Nine and forty seven cents. Dollars (\$130,929.47), 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 One Hundred Thirty thousand Nine hundred Twenty Nine and forty seven cents. Dollars (\$130,929.47), 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 XXst day of YY, 2015, 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

**NOTICE OF AWARD**

**DATE:** XX YY, 2015

**TO:** Cody Lorenzen  
Blackline, Inc.  
13023 NE Hwy 99, Suite #7, PMB 196  
Vancouver, WA 98689

**NAME OF PROJECT:** City of Fairview Slurry Seal Project 2015

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated May 1, 2015, and Contract Documents.

You are hereby notified that your bid has been accepted for items in the amount of One Hundred Thirty thousand Nine hundred Twenty Nine and forty seven cents, Dollars (\$130,929.47).

You are required by the Bidding Documents to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this notice, said Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this XXst/th day of YY, 2015.

City of Fairview  
Owner

by: Allan Berry, PE

Title: Public Works Director

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

Firm: Blackline, Inc., this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

by: \_\_\_\_\_ Title: \_\_\_\_\_

Project Manager: Zaldy Macalanda

Date : 5/29/2015

Project Name: City of Fairview\_Slurry Seal Project 2015

Computed by: Zaldy Macalanda

Exhibit "B"

Items	Description	Quantity	Units	Cost per Unit	Cost
1	Mobilization	1	LS	\$ 1,013.43	\$1,013.43
2	Temporary Work Zone Traffic Control, Complete	1	LS	\$ 4,534.14	\$4,534.14
3	Slurry Seal	81,260	SY	\$ 1.50	\$121,890
4	Pavement Bar Removal, (12" wide)	798	SF	\$ 4.05	\$3,231.90
5	Pavement Legend Removal	4	EA	\$ 65.00	\$260
				<b>Total</b>	<b>\$130,929.47</b>

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



**Award Professional Services Contract with All County Surveyors & Planners,  
Inc. for the NE 7<sup>th</sup> Street (Main-Depot) Street Improvement Project 2015**

---

Meeting Date: July 15, 2015

Agenda Item Number: 3.d.

Staff Member: Zaldy Macalanda

Department: Public Works

---

**REQUESTED COUNCIL ACTION**

City staff is requesting to approval of Resolution 35-2015 that will authorize the Interim City Administrator to sign a professional services contract with All County Surveyors & Planners, Inc. for the NE 7<sup>th</sup> Street (Main-Depot) Street Improvement Project 2015 (Project) in the estimated amount of \$19,900 for professional surveying and engineering services.

**PUBLIC PURPOSE & COMMUNITY OUTCOME**

The professional services will be for surveying and engineering design services of proposed curb, sidewalk and improvements associated with the Project. The Project includes the installation of approximately 800 lineal feet of curb and sidewalk, Hot Mixed Asphaltic Concrete (HMAC) paving of approximately 180 feet, rain gardens to treat stormwater run-off, installation of traffic calming devices and other associated right-of-way improvements.

For years, the local residents at NE 7<sup>th</sup> Street, between Main and Depot have shared their concerns regarding dust nuisance during summer and muddy condition during winter at the unimproved section (180 feet) of NE 7<sup>th</sup> Street, just south of Depot Street. Also, traffic speeding on NE 7<sup>th</sup> Street, from Depot to Main has also been an issue and traffic calming control devices should be implemented. Lastly, surface storm run-off collection is being conveyed to properties caused by no curb and gutter facilities. The proposed Project will address the above deficiencies.

**ATTACHMENTS**

- A. Resolution 35-2015
- B. Professional Services Contract
- C. Consultant's Proposal for Professional Surveying and Engineering Services (Exhibit "A")

**BACKGROUND**

The City of Fairview has been aware of inadequate pedestrian pathways and sidewalks and unimproved streets in Historic Fairview for quite some time. The Transportation System Plan (TSP), adopted in 1999, includes a Sidewalk Master Plan showing the proposed sidewalks installation; this project is one of the identified locations. The Renaissance Plan adopted in 1997, describes as well the need for pedestrian sidewalks and pathways in Historic Fairview. The Vision 2022 document developed by the City also, specifically lists needed improvements to pedestrian and

bicycle safety and connectivity to schools and services in the Old Town neighborhood located in Historic Fairview.

In addition, the Pavement Maintenance Management adopted in 2009 was developed to assist the City of Fairview with identifying street maintenance priorities specific to the City. The goal is to guide the City's street system maintenance needs.

The proposed Project is in compliance and conformance with the above mentioned programs and will provide the following:

- Curb and sidewalk connectivity to Main Street and Depot Street.
- Placement of Hot Mixed Asphaltic Concrete (HMAC) flexible pavement of approximately 180 feet.
- Installation of traffic control calming devices.
- Collection, conveyance, treatment and disposal of surface storm run-off.

All County Surveyors & Planners, Inc. is one of the prequalified consultants listed in the City of Fairview's "Roster" to provide civil engineering for transportation infrastructure and related professional services. All county Surveyors & Planners, Inc. has provided professional services to the City of Fairview in the past and was selected for this project based on their previous satisfactory services, expertise, project understanding, responsiveness and other relevant factors. The direct appointment and procedure, detailed in OAR 137, Division 48, was followed as specified in the City's Contracting Rules, Resolution 8-2005.

## RECOMMENDATIONS & ALTERNATIVES

**Recommendation:** City staff respectfully recommends approval of Resolution 35-2015 to award professional services contract for the NE 7<sup>th</sup> Street (Main-Depot) Street Improvement Project 2015 to All County Surveyors & Planners, Inc.

### Alternatives:

1. **No Action:** The City Council may choose not to enter into a contract with All County Surveyors & Planners, Inc. and either chooses another contractor or choose not to perform this work.

## BUDGET/FISCAL IMPACTS

The estimate for professional surveying and engineering services of the NE 7<sup>th</sup> Street (Main-Depot) Street Improvement Project 2015 was estimated to be \$19,900.00. The cost of the professional services is included in the 2015-16 budgets.

**Current Year Budget Impacts:**  Yes  No

The professional engineering services cost will be funded from the Street Fund in the Fy 2015-16.

**Future Fiscal Impacts:**  Yes  No

None

**Staff Work Load Impacts:**  Yes  No

City staff work load will be impacted by routine coordination with the Consultant during the design phase.

**PUBLIC INVOLVEMENT**

N/A

**NEXT STEPS**

If the City council approves and awards the professional services contract with All County Surveyors & Planners, Inc., then the Consultant can proceed to execute the scope of work as follows:

- Topographic Survey
- Curb & Sidewalk Plan
- Engineering Design
- Contract Documents and Specifications
- Bidding and Construction Process

---

**FROM**

Allan Berry, Public Works Director  
Zaldy Macalanda, Engineering Associate

**REVIEWED THROUGH**

Heather Martin, City Attorney  
Christy Wurster, Interim City Administrator

**FOR MORE INFORMATION**

Staff Contact: Zaldy Macalanda  
Telephone: 503-674-6234  
Staff E-Mail: [macalandaz@ci.fairview.or.us](mailto:macalandaz@ci.fairview.or.us)  
Website: [www.fairvieworegon.gov](http://www.fairvieworegon.gov)

**RESOLUTION**  
**(35-2015)**

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING A  
PROFESSIONAL SERVICES CONTRACT FOR PROFESSIONAL SURVEYING AND  
ENGINEERING SERVICES FOR THE NE 7<sup>th</sup> STREET (MAIN-DEPOT) STREET  
IMPROVEMENT PROJECT 2015.**

**WHEREAS**, the City Council adopted the Transportation System Plan in 1999 including a Sidewalk Master Plan with the locations of proposed sidewalks, and

**WHEREAS**, the City Council adopted the Renaissance Plan in 1997 describing the need for pedestrian pathways in the Historic Fairview area, and

**WHEREAS**, the City Council adopted the Pavement Maintenance Management in 2009 to assist the City of Fairview with identifying street maintenance priorities specific to the City and to guide the City's street system maintenance needs, and

**WHEREAS**, the City Council developed the Visioning Document 2022 listing needed improvements to pedestrian and bicycle safety and links to schools and services in the Historic Fairview area, and

**WHEREAS**, the All County Surveyors and Planners, Inc. is one of the prequalified consultants listed in the City of Fairview's "Roster"; 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 and Planners, Inc. was selected based on expertise, project understanding, responsiveness, previous work samples and other relevant factors, and

**WHEREAS**, All County Surveyors and Planners, Inc. desires to enter into a contract with the City of Fairview for professional surveying and engineering services for the NE 7<sup>th</sup> Street (Main-Depot) Street Improvement Project 2015.

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

**Section 1** The Fairview City Council hereby authorizes the Interim City Administrator to enter into a Professional Services Contract with All County Surveyors and Planners, Inc. for professional surveying and engineering services for the NE 7<sup>th</sup> Street (Main-Depot) Street Improvement Project 2015 in the amount of \$19,900 on behalf of the City of Fairview substantially in the form attached hereto as Exhibit A.

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

Resolution adopted by the City Council of the City of Fairview, this 15<sup>th</sup> day of July 2015.

---

Mayor, City of Fairview  
Ted Tosterud

---

Date of Signing

ATTEST

---

Recorder, City of Fairview  
Devree Leymaster



**CITY OF FAIRVIEW  
PROFESSIONAL SERVICES CONTRACT**

**THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made and entered into by and between the City of Fairview, a municipal corporation in the State of Oregon ("City") and All County Surveyors and Planners, Inc. ("Consultant") identified as follows:**

<b>Company</b>	<u>All County Surveyors and Planners, Inc.</u>
<b>Federal ID #</b>	<u>93-1103831</u>
<b>Mail Address</b>	<u>PO Box 955</u>
<b>City, State Zip</b>	<u>Sandy, Oregon 97055</u>
<b>Phone #</b>	<u>503-668-3151</u>
<b>Fax #</b>	<u>503-668-4730</u>
<b>E-Mail</b>	<u>raym@allcountysurveyors.com</u>

**1. EFFECTIVE DATE AND DURATION OF CONTRACT.** This Contract shall become effective on July 15, 2015 ("Effective Date"). This Contract shall bind the City when it is authorized or ratified by the City Administrator or designee. Unless earlier terminated, this Contract shall remain in full force and effect until City accepts Consultant's completed performance or on December 4<sup>th</sup> 2015, whichever first occurs.

**2. PROJECT MANAGERS.** City's project manager is Zaldy Macalanda. Consultant's project manager is Ray Moore. Each party shall give the other timely written notification of any change in their respective project manager.

**3. FUNDS AVAILABLE AND AUTHORIZED.** City has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.

**4. RELATIONSHIP OF THE PARTIES.**

**4.1. Professional consultant.** The Consultant shall provide the Services for the Project as described in Section 5 in accordance with the terms and conditions of this Contract. The Consultant's performance of Services shall be as a professional consultant to City to carry out the activities of the Project and to provide the technical documents and supervision to achieve City's Project objectives.

**4.2. City oversight/other consultants.** In administering this Contract, City may retain the services of an independent project manager, and potentially, other consultants or other contracts for additional or related work as needed to fulfill City's objectives. Consultant shall fully cooperate with such additional contractors and with any City employees concerned with such additional or related work, and shall coordinate the performance of work under this Contract, with such additional or related work. Consultant shall not commit

or permit any act which will interfere with the performance of work by any other Contractor or by any City employee.

**4.3. Written consent for sub-contracts, assignment, successors-in-interest.** Consultant shall not make any sub-contract with any other party for furnishing any of the Project's Services or assign or transfer any interest in this Contract, without obtaining the express prior written consent of City. In any case, this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any. Should sub-contracts be allowed, the Consultant shall provide a list of all Sub-contractors which the Consultant intends to utilize on the Project. This list shall include such information on the qualifications of the Sub-contractors as may be requested by City. City reserves the right to review the Sub-contractors proposed, and the Consultant shall not retain a Sub-contractors to which City has a reasonable objection.

**5. SCOPE OF WORK.** The Consultant shall provide to the City all services related to completion of the project (the "Project") as more particularly described in Consultant's proposal ("Proposal"), attached to this Contract as Exhibit A and incorporated herein by reference. In the event of inconsistencies between this Contract and Exhibit A, the provisions of this Contract shall control. Generally, the services to be performed by the Consultant on the Project consist of the following and as more specifically described in Exhibit A (the "Services"): NE 7<sup>th</sup> Street (Main-Depot) Street Improvement Project 2015.

Consultant is required to obtain all necessary licenses (state and local) necessary to operate its business in the City and to perform the Services.

**6. PAYMENT.** City agrees to pay Consultant on the schedule and the amounts set forward in the attached Exhibit A (Budget) incorporated by reference herein for satisfactory completion of the Project. Any work or Services to be provided beyond that set forth in Exhibit A must be approved in writing in advance by the City Administrator. In the event such authorization is not obtained, the Consultant shall not be entitled to compensation for the performance of such work.

**6.1** Consultant shall submit monthly billings for work performed. The billings shall describe all materials supplied and work performed with particularity and shall itemize and explain all expenses for which reimbursement is claimed. Unless the amount and rate of reimbursement are specified in an attached exhibit to this Contract, the City will not reimburse Consultant for any expenses under this Contract.

**6.2** City shall pay Consultant for the amount billed each month within 30 (thirty) days after receiving Consultant's billing in a format acceptable to the City. City shall not pay any amount in excess of the compensation amounts set forth above nor shall City pay Consultant any fees or costs which City reasonably disputes. If such a dispute arises, Consultant will continue to perform its duties under this Contract.

**7. CONTRACT PERFORMANCE.** Consultant shall at all times perform the Services diligently, without delay and punctually fulfill all requirements herein, consistent with the schedule for the performance of Consultant's services set forth in Exhibit A. Expiration of this Contract shall not extinguish or prejudice City's right to enforce this Contract with respect to any breach of a warranty of Consultant or any default or defect in performance that has not been cured. Consultant shall perform such additional work as may be necessary to correct errors in the work performed without undue delay or additional cost. Time is of the essence in the performance of this Contract.

**8. CHANGES.** This Contract, including all exhibits attached hereto, shall not be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written instrument, executed by both parties. Such waiver, alteration, modification, supplement, extension or amendment, if made, shall be effective only in the specific instance and for the specific purpose given. The parties acknowledge and agree that, to the extent permitted by law, this Contract may be amended to specifically provide for additional Consultant services that are within or directly related to the Project. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Consultant thereafter shall be entitled to no

compensation whatsoever for the performance of such work.

**9. EXECUTION AND COUNTERPARTS.** This Contract, and any amendments to this Contract, may be executed in counterparts (each of which shall be an original and all of which shall constitute one and the same instrument) or in multiple originals. A faxed form of this Contract or any amendment thereto, executed by one or more of the parties, will constitute a counterpart hereof, as long as the counterpart bearing the party's original signature is transmitted to the other party and received by that party forthwith.

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

**11. NOTICE.** Except as otherwise expressly provided in this Contract, any communications between the parties or notices to be given hereunder shall be given in writing by personal delivery, facsimile or mailing, postage prepaid, to Consultant or City at the address or number set forth on this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given 5 (five) calendar days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a transmission receipt. To be effective against City, such facsimile transmission must be confirmed by telephone notice to the City's Project Manager identified in this Contract, and shall not be deemed to be given until such confirmation is completed. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

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

**13. NO THIRD-PARTY BENEFICIARIES.** City and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**14. PROJECT INFORMATION & CONFIDENTIALITY.** Consultant agrees to share all Project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the Project. No reports, information or data given to or prepared or assembled by Consultant under the Contract shall be made available or used for anything other than the work set forth under the Contract by Consultant to any individual or organization (except City) without the prior written approval of City which approval is in the City's sole and absolute discretion.

**14.1 Intellectual Property.** All work performed under this Contract including but not limited to documents, drawings, papers, computer programs, and photographs performed or produced by the Consultant under this Contract shall be the property of the City. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in the City. Consultant shall execute any assignment or other documents necessary to effect this paragraph. Consultant may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Consultant shall transfer to the City any data or other tangible property generated by Consultant under this contract and necessary for the beneficial use of intellectual property covered by this paragraph.

**15. RECORDKEEPING.** Consultant and Sub-contractors shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Consultant and Sub-contractors shall maintain any other records pertinent to this Contract in such a manner as to clearly

document the Consultant's and Sub-contractors' performance hereunder. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Consultant and Sub-contractors and kept accessible for a minimum of 6 (six) years after the Contract's expiration, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. If for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than 6 (six) years or until all litigation is resolved, whichever is longer. Consultant shall provide City with full access to these records in preparation for and during litigation.

**16. ACCESS TO RECORDS.** Consultant agrees that City and its authorized representatives shall have access to all books, documents, papers and records of the Consultant which are directly related to the Contract for the purpose of making any audit, examination, copies, excerpts and transcripts.

**17. INDEPENDENT CONTRACTOR STATUS.** Consultant shall be free from City's direction and control over the means and manner of providing Project labor or service, subject only to the specifications of the desired results. Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

**17.1** Consultant is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

**17.2** Consultant is not eligible for any federal social security, unemployment insurance, pension, state retirement system or workers' compensation benefits from compensation or payments paid to Consultant under this Contract.

**17.3** Consultant has filed federal and state income tax returns in the name of the business as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.

**17.4** Consultant is not an employee of Metro, any special district, or local government, including City, the federal government or the State of Oregon.

**18. PAYMENT OF LABORERS; PAYMENT OF TAXES.**

**18.1** Consultant shall:

**18.1.1** Make payment promptly, as due, to all persons supplying to the Consultant labor and material for the performance of the work provided for in the Contract (ORS 279B.220(1));

**18.1.2** Pay all contributions or amounts due to the Industrial Accident Fund incurred in the performance of this Contract, and shall ensure that all Sub-contractors pay amounts due from their performance (ORS 279B.220(2));

**18.1.3** Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished (ORS 279B.220(3)); and

**18.1.4** Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to the Consultant under this Contract and pay to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless the Consultant is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover the Consultant's federal or state tax obligation (ORS 279B.220(4)).

**18.2** The Consultant shall promptly as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Consultant, of all sums that the Consultant agrees to pay for the services and all moneys and sums that the Consultant collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the service (ORS 279B.230(1)).

**18.3** Consultant, its subcontractors and all employers, if any, providing services, labor or materials under the Contract are subject to Oregon Workers' Compensation Law, which requires all subject employers working under this Contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126. Consultant shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

**19. COMPLIANCE WITH APPLICABLE LAW.** Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Services under the Contract.

**19.1** Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract and incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated:

**19.1.1** Titles VI and VII of the Civil Rights Act of 1964, as amended;

**19.1.2** Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;

**19.1.3** the Americans with Disabilities Act of 1990, as amended;

**19.1.4** Executive Order 11246, as amended;

**19.1.5** the Health Insurance Portability and Accountability Act of 1996;

**19.1.6** the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;

**19.1.7** the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;

**19.1.8** ORS Chapter 659, as amended;

**19.1.9** all regulations and administrative rules established pursuant to the foregoing laws;  
and

**19.1.10** all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations.

**19.2** City's performance under the Contract is conditioned upon Consultant's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

**19.3** Any person employed on work under this Contract shall be paid at least time and a half for all overtime worked in excess of 40 (forty) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime (ORS 279B.235(3)).

## **20. REPRESENTATIONS AND WARRANTIES.**

**20.1** Consultant represents and warrants to City that:

**20.1.1** Consultant has complied and will continue to comply with all Oregon laws relating to the performance of Consultant's obligations under this Contract;

**20.1.2** Consultant shall be qualified, professionally competent and duly licensed to perform the Services at all times during the term of this Contract;

**20.1.3** Consultant has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Project under this Contract in a professional manner and in accordance with standards prevalent in Consultant's industry, trade or profession;

**20.1.4** Consultant has the power and authority to enter into and perform this Contract;

**20.1.5** When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms;

**20.1.6** The persons executing this Contract on behalf of the Consultant have the actual authority to bind the Consultant to the terms and conditions of this Contract;

**20.1.7** Consultant prepared its Proposal, Exhibit A to this Contract, independently from all other proposers, and without collusion, fraud or other dishonesty; and

**20.1.8** The provisions of this Contract do not conflict with, or result in a default under, any agreement or other instrument binding upon the Consultant and do not result in a violation of any law, regulation, court decree or order applicable to the Consultant

**20.2** Upon City's request, Consultant shall provide City with evidence reasonably satisfactory to City confirming the foregoing covenants and warranties. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other provided warranties.

**21. INSURANCE.** Consultant shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract or any other time periods required herein, at Consultant's expense, an occurrence form comprehensive general liability and automobile insurance policies for bodily injury, including death, and broad form property damage, including loss of property and coverage for owned, hired or non-owned vehicles, as applicable, for the protection of Consultant and the City, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary policies and any other insurance carried by City shall be excess. The policies shall be issued by a company authorized to do business in the State of Oregon and providing single limit general liability coverage of \$2,000,000 and separate automobile coverage of \$1,000,000. The certificates shall provide that City will receive 30 (thirty) days' written notice of cancellation or material modification of the insurance contract to the City Project Manager. Consultant shall provide certificates of insurance and additional insured endorsements to City evidencing the date, amount, and type of insurance prior to commencement of any work under this Contract. If requested, complete copies of insurance policies shall be provided to City. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**21.1 WORKERS' COMPENSATION COVERAGE.** Consultant certifies that Consultant has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier insured employer as provided by ORS 656.407 or as a self-insured employer. Consultant shall provide to City within 10 (ten) days after Contract

Effective Date, a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without 30 (thirty) days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Consultant is self-insured.

**21.2 PROFESSIONAL ERRORS AND OMISSIONS.** Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of the Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's acts, omissions, activities or services in an amount not less than \$1,000,000 combines single limit per occurrence. Such insurance shall be endorsed to include contractual liability. In the event Consultant's coverage is on a claims basis, Consultant is responsible for purchasing extended reporting period/tail coverage for a minimum of one (1) year.

**22. INDEMNIFICATION.** Consultant shall indemnify, defend, save and hold harmless City, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees, based upon or arising out of the acts or omissions of the Consultant or its Sub-contractors, agents, or employees under this Contract except that arising out of the sole negligence of the City. In addition, Consultant expressly agrees to indemnify, defend, save and hold harmless the City, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits, actions, loss or expenses, including attorney fees, arising out of or related to any claims that the Project, Services, or any other tangible or intangible items delivered to City by Consultant that may be the subject of protection under any state of federal intellectual property law or doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

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

**23.1.** If the City determines that the breach is material and Consultant fails to remedy the breach in accordance with this Section, City may declare Consultant in default and pursue any remedy available for a default.

**23.2.** Pending a decision to terminate all or part of this Contract, City unilaterally may order Consultant to suspend all or part of the services under this Contract. If City terminates all or part of the Contract pursuant to this Section, Consultant shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Contract and later orders Consultant to resume those services, Consultant shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

**23.3** To recover amounts due under this Section, City may withhold from any amounts owed by City to Consultant, including but not limited to amounts owed under this or any other contract between Consultant and City.

**24. FORCE MAJEURE.** Neither City nor Consultant shall be held responsible for delay or default caused by fire, riot, acts of nature, or war where such cause was beyond, respectively, City's or Consultant's reasonable control. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**25. WAIVER.** The failure of City to enforce any provision of this Contract shall not constitute a waiver by

City of that or any other provision.

**26. DEFAULT.** City, by written notice of default (including breach of contract) to Consultant, may terminate the whole or any part of the Contract:

**26.1** If Consultant fails to provide Services called for this Contract within the time or manner specified herein, or any extensions thereof; or

**26.2** If Consultant fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such longer period as City may authorize in writing.

**27. TERMINATION.**

**27.1** This Contract may be terminated at any time by written mutual consent of both parties.

**27.2** Consultant may terminate this Contract upon 30 (thirty) days' written notice to City if City fails to pay Consultant pursuant to the terms of this Contract and City fails to cure within 30 (thirty) days after receipt of Consultant's notice or such longer period of cure as Consultant may specify in such notice.

**27.3** City, in its sole discretion, may terminate this Contract, in whole or in part, at any time upon written notice to Consultant by specifying the termination date of the Contract.

**27.4** In the event of termination under this Section, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services performed through the termination date. Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination for costs actually incurred by Consultant. City shall not be obligated to pay for any such costs invoiced to and received by City later than 30 (thirty) days after termination.

**27.5** Upon receiving a notice of termination, Consultant shall immediately cease all activities under this Contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, As directed by City, Consultant shall deliver to City all Contract documents, information, works-in-progress and other property that are or would be deliverable had the Contract been completed. Upon City's request, Consultant shall surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Project or Services. By Consultant's signature on this Contract, Consultant allows City to use said Work Product and other property for its intended use. The rights and remedies of City provided in this Section related to defaults by the Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**28. GOVERNING LAW; JURISDICTION; VENUE.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "the claim") between City and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Portland Division. Consultant, by its execution of this Contract, hereby consents to the *in personam* jurisdiction of said courts.

**29. MEDIATION; TRIAL WITHOUT A JURY.** Should any Contract related dispute arise between the Parties it is agreed that such dispute will be submitted to a mediator prior to any litigation and the Parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, then through litigation. Any litigation arising under or as a result of this Contract shall be tried to the court, without a jury.

**29.1** The Parties shall exercise good faith efforts to select a mediator who shall be compensated

equally by the Parties. Mediation will be conducted in Fairview, Oregon, unless the Parties agree in writing otherwise. Parties agree to exercise good faith efforts to resolve all Contract related disputes through the 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 retain all rights with respect to any dispute not covered by this Section.

**30. SEVERABILITY.** Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**31. MERGER CLAUSE; CONTRACTOR CERTIFICATION.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER ADDRESSED HEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT THE SUPPLIED CONTRACTOR DATA IS TRUE AND ACCURATE AND CONSULTANT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

*[signature page follows]*

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR THE CONSULTANT:

FOR THE CITY:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*City Manager*

\_\_\_\_\_  
*Name (Printed)*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Federal ID #*

APPROVED AS TO FORM:

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*City Attorney*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City, State, Zip*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Fax Number*

\_\_\_\_\_  
*E-mail*



• Exhibit "A" •

# *All* County Surveyors & Planners, Inc.

PO Box 955

• Sandy, Oregon 97055

• Phone: 503-668-3151

• Fax: 503-668-4730

---

June 29, 2015

City of Fairview  
Attn: Allan Berry, P.E.  
1300 NE Village Street  
Fairview, Oregon 97024

VIA email: [macalandaz@ci.fairview.or.us](mailto:macalandaz@ci.fairview.or.us)

**RE: Proposal for Professional Surveying and Engineering Services for the Proposed 7<sup>th</sup> Street and Depot Street Sidewalk Improvements in the City of Fairview, Multnomah County, Oregon**

Dear Mr. Berry:

Included herein is our proposal to provide surveying and engineering services in support of the above-referenced project. All County Surveyors & Planners, Inc. trusts that this proposal will meet your needs on this project. This proposal shall constitute an agreement for these services when a signed copy is returned to our office (via fax is acceptable).

## **PROJECT APPROACH**

Our staff will work with the City to design the proposed curb and sidewalk improvements on both sides of 7<sup>th</sup> Street between Main and Depot Street. The first step will be to complete a detailed topographic survey of the site. The survey will include 7<sup>th</sup> Street from Main Street to Depot Street, approximately 400 feet. After the base map is completed we will draft a preliminary curb and sidewalk plan. After the plan is completed we will design the proposed improvements associated with this project and prepare the contract documents. We will provide construction management as listed below.

## **DETAILED SCOPE OF WORK**

### **TASK 1: Topographic Survey**

As discussed above, our survey staff will to complete a detailed topographic survey of the site area. The survey will include 7<sup>th</sup> Street from Main Street to Depot Street, approximately 400 feet. Right-of-way and property lines will be shown based on Tax Map information, no boundary survey is proposed. The survey will include all of the property inside of the right-of-ways. This survey will be used as a base map for the engineering design listed below. We will also call for utility locates on the project and incorporate these into the base map. We propose to bill the fixed fee shown in Exhibit A.

**TASK 2: Preliminary Curb and Sidewalk Plan**

After the base map is completed our staff will prepare a couple of preliminary curb and sidewalk plans for your review. After the plans are completed we will meet with you to discuss the proposed plans. After the meeting we will modify the preliminary plan as needed for your final review and approval to proceed to final engineering design. We propose to bill the fixed fee shown in Exhibit A.

**TASK 3: Engineering Design**

After the preliminary plan has been approved under Task 2, our engineering staff will begin the design. We propose to design rain gardens to treat the East and West half of the new improvements along 7<sup>th</sup> Street. We anticipate two rain gardens, one on each side of the street. We will also review the existing storm water facility along the North side of Depot Street. This proposal assumes that no new storm sewer pipes will be needed other than some minor adjustments to the existing field inlet at the intersection of 7<sup>th</sup> and Depot Street. We will provide plan and profile for all new curbs (approximately 800 lf). The plans will be prepared for the project using the City's Standards. Our engineering staff will work with the City throughout the design process to come up with a final plan that meets the City's needs. At 75% through the design process the City will be provided with design drawings. We will meet again with the City to discuss design changes as required. Our staff will complete an engineer's construction cost estimate. In general, the final engineering plans will consist of the following information:

- Cover sheet and general project information
- Curb and sidewalk plans and profiles
- Typical detail sheet
- Grading and erosion control plans

We propose to bill the fixed fee shown in Exhibit A. If retaining walls are needed for this project, we will show the wall heights but structural engineering will need to be provided by others.

**TASK 4: Contract Documents and Specifications**

Our engineering staff will prepare contract documents and specifications for the project. Our contract documents contain Invitation to Bid, Instructions to Bidders, Time Schedule, Bid form, Agreement form, Prevailing Wage Rates (BOLI), General Conditions and Technical Specifications. Specifications will be provided to the City at 75% for review. We will provide the City with a Word document of the contract documents. We propose to bill the fixed fee shown in Exhibit A.

**TASK 5: Bidding and Construction Process**

Two advertisements will be placed for the project in the Daily Journal of Commerce for the project on the dates specified within the project schedule. Our staff will answer questions and coordinate any and all addendums needed during the bidding process. Our office will provide copies of plans and contract documents to the bidders at time of bidding. Our company will hold a pre bid conference at the City for all interested bidders. We will also attend the bid opening and read all bids out loud and identify the apparent low bidder. After the bid opening we will prepare a detailed spreadsheet comparing all of the bids and check for math errors. We will also prepare a letter to the City recommending award of the contract to the low bidder. It is our understanding that the City will provide construction inspection. Our engineer will be available for questions or inspections during construction. We propose to bill hourly with an estimated fee shown in Exhibit A.

**TASK 6: Record Drawings**

After construction our survey staff will complete as-built plans with any redline comments from the City inspector or contractor. Record drawings will be produced from this information. One copy of the record drawings will be submitted to the City along with an AutoCAD drawing. We propose to bill the fixed fee shown in Exhibit A.

**TIME OF COMPLETION**

Following "Notice to Proceed", our office can begin work. In general, we will complete the project according to the schedule shown below:

TASK	TIME SCHEDULE (approximate)
1. Topographic Survey	Three to four weeks after notice to proceed
2. Preliminary Curb and Sidewalk Plan	Three weeks after Task 1
3. Engineering Design	Six to seven weeks after Task 2
4. Contract Documents and Specifications	Concurrent with Task 3.
5. Bidding and Construction Process	As needed min 48hr. notice
6. Record Drawings	Two to three weeks after construction

The above time schedule is based on our current work load and may be subject to change

**ADDITIONAL WORK**

Any additional work not included in the scope of this proposal, which is added by the client or other approval agencies, will be charged at our standard hourly rates. No additional work will be initiated without the prior approval of the client. We do not bill extra for copies, travel, per diem, etc. All costs are included in our hourly billing rates. A list of our current hourly rates is as follows:

TITLE	COST PER HOUR
Principal	\$125.00
Project Surveyor or Project Engineer	\$100.00
Staff Engineer, Staff Surveyor or Project Inspector	\$85.00
AutoCAD Drafting	\$75.00
Administrative Services	\$55.00
Field Survey	\$155.00

Thank you for the opportunity to present you with this proposal for professional surveying and engineering services. We trust that this proposal meets your needs. Should you have any questions regarding this proposal, please contact our office.

Sincerely,  
**All County Surveyors & Planners, Inc.**



Ray L. Moore, PE, PLS,  
 Engineering Division

**EXHIBIT A**

**FEES**

We propose to do the above-listed tasks as shown in the table below.

TASK	FEES
1. Topographic Survey	\$ 3,700.00 fixed
2. Preliminary Curb and Sidewalk Plan	\$ 2,500.00 fixed
3. Engineering Design	\$ 8,500.00 fixed
4. Contract Documents and Specifications	\$ 2,900.00 fixed
5. Bidding and Construction Process	\$ 1,800.00 billed hourly
6. Record Drawings	\$ 500.00 fixed
<b>TOTAL</b>	<b>\$ 19,900.00</b>

The fees for the above items assume all work will be completed by our office. General engineering consulting services beyond the scope of this proposal will be billed at our hourly rate.

**OTHER FEES**

Fees required by regulatory and approval agencies are not included in the Surveying and Engineering fees above.

**I am the owner of the land or representative of the landowner. I have reviewed this proposal and the General Conditions and find them to be acceptable. I hereby grant All County Surveyors & Planners, Inc. permission to begin work immediately.**

\_\_\_\_\_  
Signature of Owner or Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Owner or Representative

GENERAL CONDITIONS (January 1, 2006)

ALL COUNTY SURVEYORS & PLANNERS, INC endeavors to meet the needs of the CLIENT and maintain long term relationships based on communication and trust. These General Conditions together with any Agreement and/or Proposal letter comprise a full and complete understanding between the parties and can not be changed without the written consent of all parties. ALL COUNTY SURVEYORS & PLANNERS, INC will perform its professional service in accordance with the degree of care and skill ordinarily performed by similar qualified professionals currently practicing the same type of work under similar conditions. Every effort shall be made to provide up-to-date and accurate information, however:

The CLIENT is responsible for providing a legal description of the property, its general location, and any knowledge they may have about the condition of the property that might affect the outcome of the service provided. The CLIENT agrees to defend and hold harmless ALL COUNTY SURVEYORS & PLANNERS, INC, its Owners and Employees from any damage that is not specifically identified to ALL COUNTY SURVEYORS & PLANNERS, INC.

The CLIENT must provide access to the Property. If the CLIENT does not own the Property the CLIENT shall obtain written permission from the owner, for right of entry for the purpose of and prior to our service.

Reports, field data, calculations, designs, maps and other documents (including all computer files) prepared by ALL COUNTY SURVEYORS & PLANNERS, INC as part of the scope of work for the project, shall remain the property of ALL COUNTY

SURVEYORS & PLANNERS, INC and will retain the records. Copies of the records for up to three years after the project is complete, may be purchased by the CLIENT for a reasonable fee (at the discretion of ALL COUNTY SURVEYORS & PLANNERS, INC) . Re-use of any report, field data, calculation, design, map and other document prepared by ALL COUNTY SURVEYORS & PLANNERS, INC outside of the scope of service for the project, shall be at the CLIENTS risk. The CLIENT agrees to defend and hold harmless ALL COUNTY SURVEYORS & PLANNERS, INC, its Owners and Employees from any claim or damage arising out of such re-use.

Billings for service will be generally submitted monthly, or at project completion in a format provided by ALL COUNTY SURVEYORS & PLANNERS, INC. Payment is due upon receipt of the invoice. A service charge of one and one-half percent (1 ½%) per month will be added to accounts due over 30 days. Expenses incurred for property liens or collection services, including but not limited to attorney fees, legal cost, service charge, and charges for additional staff time of ALL COUNTY SURVEYORS & PLANNERS, INC shall be paid in addition to the delinquent amount.

ALL COUNTY SURVEYORS & PLANNERS, INC maintains Worker's Compensation, General Liability, Auto Liability, and Employers Liability Insurance as required by State Law. Non-professional Liability claims: In the performance of this Agreement and subject to the limits, terms, and conditions of the property damage and public liability coverage, ALL COUNTY SURVEYORS & PLANNERS, INC agrees to indemnify and hold CLIENT harmless from ALL COUNTY SURVEYORS & PLANNERS, INC proportional share of liability resulting from its negligence or breach of contract which results in damage to the CLIENT. ALL COUNTY SURVEYORS & PLANNERS, INC, its Owners and Employees shall not be responsible for any loss, damage, or liability beyond the amounts, limits, or coverage of its applicable insurance coverage on the date the claim is made. Professional Liability claims: The CLIENT agrees that the maximum aggregate amount of it recovery from ALL COUNTY SURVERYORS & PLANNERS, INC or its Owners and Employees, for professional negligence or breach of contract shall be limited to the amount of the fee for service for that task under this Agreement or, \$50,000 (fifty thousand dollars) whichever is the smaller amount, unless a higher limit is specifically negotiated, and the additional fee for insurance is paid in full.

The CLIENT understands that reports, field data, calculations, designs, maps and other documents supplied to the CLIENT for this and other applications is deemed reliable but does not guarantee an approval of the project by the governing jurisdiction. Many factors are used to determine if an application for land use is approved, and if approved, what conditions of approval may be required. For these reasons, and others, ALL COUNTY SURVERYORS & PLANNERS, INC, shall not be liable for consequential damages, including loss of profits, direct or indirect, from preparation of plans and/or service, whether a project is developed or not.

Any dispute or claim arising out of this Agreement shall be referred to mediation, prior to litigation. The parties must agree to the name of the mediator and if the parties fail to agree, then either party may petition the court to appoint a mediator. The laws of the State of Oregon shall govern the validity and execution of this Agreement and its provisions. In the event that a dispute should arise the prevailing party shall be entitled to attorney's fee, as allowed by law. ALL COUNTY SURVEYORS & PLANNERS, INC shall be entitled to its reasonable personnel costs, for the purpose of review, mediation, depositions, and bill collection, under any dispute of this Agreement.

The terms of this Agreement shall survive the completion of services and the termination of this Agreement for any cause. Any element of this Agreement later held to violate the law shall be deemed void, and the remaining Agreement shall remain valid. The CLIENT and ALL COUNTY SURVEYORS & PLANNERS, INC shall in good faith attempt to replace and invalid provision with one that is valid and which comes as close as possible to expressing the intent of the original provision.

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



**Award Professional Services Contract with All County Surveyors & Planners, Inc. for the NE 7<sup>th</sup> Street Sidewalk (Main–Cedar) Improvement Project 2015**

---

Meeting Date: July 15, 2015

Agenda Item Number: 3.e.

Staff Member: Zaldy Macalanda

Department: Public Works

---

**REQUESTED COUNCIL ACTION**

City staff is requesting to approval of Resolution 36-2015 that will authorize the Interim City Administrator to sign a professional services contract with All County Surveyors & Planners, Inc. for the NE 7<sup>th</sup> Street (Main-Cedar) Sidewalk Improvement Project 2015 (Project) in the estimated amount of \$19,900 for professional surveying and engineering services.

**PUBLIC PURPOSE & COMMUNITY OUTCOME**

The professional services will be for surveying and engineering design services for proposed curb, sidewalk and improvements associated with the Project. The Project includes the installation of approximately 700 lineal feet of curb and sidewalk, rain gardens to treat stormwater run-off, and other associated right-of-way improvements.

For years, the Old Town residents of Fairview have shared their concerns regarding inadequate pedestrian pathways and sidewalks, which address safety and convenience of children going to the Fairview Elementary School, handicapped individuals, and elderly citizens. The proposed Project is included in the City of Fairview’s Sidewalk Master Plan addresses those connectivity and safety concern.

**ATTACHMENTS**

- A. Resolution 36-2015
- B. Professional Services Contract
- C. Consultant’s Proposal for Professional Surveying and Engineering Services (Exhibit “A”)

**BACKGROUND**

The City of Fairview has been aware of inadequate pedestrian pathways and sidewalks in the Old Town neighborhood for quite some time. The Transportation System Plan (TSP), adopted in 1999, includes a Sidewalk Master Plan showing the proposed sidewalks installation; this Project is one of the identified locations. The Renaissance Plan adopted in 1997, describes as well the need for pedestrian sidewalks and pathways in the Old Town neighborhood. In addition, the Vision 2022 document specifically lists needed improvements to pedestrian and bicycle safety and connectivity to schools and services in the Old Town neighborhood.

The proposed Project is funded by a Community Development Block Grant (CDBG) in the amount of \$66,282. The grand total cost of the project will be estimated by the Consultant. This project is a tributary section that will provide curb and sidewalk connectivity to Main Street, which is a completed project in the Historic Fairview. Main Street, Phases I to V were improvement projects that were previously constructed to connect NE 223<sup>rd</sup> Street and NE 214<sup>th</sup> Street alignment.

All County Surveyors & Planners, Inc. is one of the consultants that is prequalified to provide civil engineering for transportation infrastructure and related professional services for the City. All County Surveyors & Planners, Inc. has rendered several professional services with the City of Fairview in the past and was selected for this Project based on their previous satisfactory services, expertise, project understanding, responsiveness and other relevant factors. The direct appointment and procedure, detailed in OAR 137, Division 48, was followed as specified in the City's Contracting Rules, Resolution 8-2005.

**RECOMMENDATIONS & ALTERNATIVES**

**Recommendation:** City staff respectfully recommends approval of Resolution 36-2015 to award professional services contract for the NE 7<sup>th</sup> Street (Main-Cedar) Sidewalk Improvement Project 2015 to All County Surveyors & Planners, Inc.

**Alternatives:**

- 1. **No Action:** The City Council may choose not to enter into a contract with All County Surveyors & Planners, Inc. and either chooses another contractor or choose not to perform this work.

**BUDGET/FISCAL IMPACTS**

The estimate for professional surveying and engineering services of the NE 7<sup>th</sup> Street (Main-Cedar) Sidewalk Improvement Project 2015 was estimated to be \$19,900.00. The cost of the professional services is included in the 2015-16 budgets.

**Current Year Budget Impacts:**  Yes  No

The professional engineering services cost will be funded from the Street Fund in the Fy 2015-16.

**Future Fiscal Impacts:**  Yes  No

None

**Staff Work Load Impacts:**  Yes  No

City staff work load will be impacted by routine coordination with the Consultant during the design phase.

**PUBLIC INVOLVEMENT**

N/A

**NEXT STEPS**

If the City council approves and awards the professional services contract with All County Surveyors & Planners, Inc., then the Consultant can proceed to execute the scope of work as follows:

• Topographic Survey • Curb & Sidewalk Plan • Engineering Design • Contract Documents and Specifications • Bidding and Construction Process

---

**FROM**

Allan Berry, Public Works Director  
Zaldy Macalanda, Engineering Associate

**REVIEWED THROUGH**

Heather Martin, City Attorney  
Christy Wurster, Interim City Administrator

**FOR MORE INFORMATION**

Staff Contact: Zaldy Macalanda  
Telephone: 503-674-6234  
Staff E-Mail: [macalandaz@ci.fairview.or.us](mailto:macalandaz@ci.fairview.or.us)  
Website: [www.fairvieworegon.gov](http://www.fairvieworegon.gov)

**RESOLUTION**  
**(36-2015)**

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING A  
PROFESSIONAL SERVICES CONTRACT FOR PROFESSIONAL SURVEYING AND  
ENGINEERING SERVICES FOR THE NE 7<sup>th</sup> STREET (MAIN-CEDAR) STREET  
IMPROVEMENT PROJECT 2015.**

**WHEREAS**, the City Council adopted the Transportation System Plan in 1999 including a Sidewalk Master Plan with the locations of proposed sidewalks, and

**WHEREAS**, the City Council adopted the Renaissance Plan in 1997 describing the need for pedestrian pathways in the Historic Fairview area, and

**WHEREAS**, the City Council developed the Visioning Document 2022 listing needed improvements to pedestrian and bicycle safety and links to schools and services in the Historic Fairview area, and

**WHEREAS**, the City applied for and was awarded a Community Development Block Grant (CDBG) for the NE 7<sup>th</sup> Street (Main-Cedar) Street Improvement Project 2015 in the amount of \$66,282, and

**WHEREAS**, the All County Surveyors and Planners, Inc. is one of the Consultants prequalified to provide these types of services to the City; 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 and Planners, Inc. was selected based on expertise, project understanding, responsiveness, previous work samples and other relevant factors, and

**WHEREAS**, All County Surveyors and Planners, Inc. desires to enter into a contract with the City of Fairview for professional surveying and engineering services for the NE 7<sup>th</sup> Street (Main-Cedar) Street Improvement Project 2015.

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

**Section 1.** The Fairview City Council hereby authorizes the Interim City Administrator to enter into a Professional Services Contract with All County Surveyors and Planners, Inc. for professional surveying and engineering services for the NE 7<sup>th</sup> Street (Main-Cedar) Street Improvement Project 2015 in the amount of \$19,900 on behalf of the City of Fairview substantially in the form attached hereto as Exhibit A.

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

Resolution adopted by the City Council of the City of Fairview, this 15<sup>th</sup> day of July 2015.

---

Mayor, City of Fairview  
Ted Tosterud

---

Date

ATTEST:

---

Recorder, City of Fairview  
Devree Leymaster



**CITY OF FAIRVIEW  
PROFESSIONAL SERVICES CONTRACT**

**THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made and entered into by and between the City of Fairview, a municipal corporation in the State of Oregon ("City") and All County Surveyors and Planners, Inc. ("Consultant") identified as follows:**

<b>Company</b>	<u>All County Surveyors and Planners, Inc.</u>
<b>Federal ID #</b>	<u>93-1103831</u>
<b>Mail Address</b>	<u>PO Box 955</u>
<b>City, State Zip</b>	<u>Sandy, Oregon 97055</u>
<b>Phone #</b>	<u>503-668-3151</u>
<b>Fax #</b>	<u>503-668-4730</u>
<b>E-Mail</b>	<u>raym@allcountysurveyors.com</u>

**1. EFFECTIVE DATE AND DURATION OF CONTRACT.** This Contract shall become effective on July 15, 2015 ("Effective Date"). This Contract shall bind the City when it is authorized or ratified by the City Administrator or designee. Unless earlier terminated, this Contract shall remain in full force and effect until City accepts Consultant's completed performance or on November 27<sup>th</sup> 2015, whichever first occurs.

**2. PROJECT MANAGERS.** City's project manager is Zaldy Macalanda. Consultant's project manager is Ray Moore. Each party shall give the other timely written notification of any change in their respective project manager.

**3. FUNDS AVAILABLE AND AUTHORIZED.** City has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.

**4. RELATIONSHIP OF THE PARTIES.**

**4.1. Professional consultant.** The Consultant shall provide the Services for the Project as described in Section 5 in accordance with the terms and conditions of this Contract. The Consultant's performance of Services shall be as a professional consultant to City to carry out the activities of the Project and to provide the technical documents and supervision to achieve City's Project objectives.

**4.2. City oversight/other consultants.** In administering this Contract, City may retain the services of an independent project manager, and potentially, other consultants or other contracts for additional or related work as needed to fulfill City's objectives. Consultant shall fully cooperate with such additional contractors and with any City employees concerned with such additional or related work, and shall coordinate the performance of work under this Contract, with such additional or related work. Consultant shall not commit

or permit any act which will interfere with the performance of work by any other Contractor or by any City employee.

**4.3. Written consent for sub-contracts, assignment, successors-in-interest.** Consultant shall not make any sub-contract with any other party for furnishing any of the Project's Services or assign or transfer any interest in this Contract, without obtaining the express prior written consent of City. In any case, this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any. Should sub-contracts be allowed, the Consultant shall provide a list of all Sub-contractors which the Consultant intends to utilize on the Project. This list shall include such information on the qualifications of the Sub-contractors as may be requested by City. City reserves the right to review the Sub-contractors proposed, and the Consultant shall not retain a Sub-contractors to which City has a reasonable objection.

**5. SCOPE OF WORK.** The Consultant shall provide to the City all services related to completion of the project (the "Project") as more particularly described in Consultant's proposal ("Proposal"), attached to this Contract as Exhibit A and incorporated herein by reference. In the event of inconsistencies between this Contract and Exhibit A, the provisions of this Contract shall control. Generally, the services to be performed by the Consultant on the Project consist of the following and as more specifically described in Exhibit A (the "Services"): NE 7<sup>th</sup> Street (Main-Cedar) Street Improvement Project 2015.

Consultant is required to obtain all necessary licenses (state and local) necessary to operate its business in the City and to perform the Services.

**6. PAYMENT.** City agrees to pay Consultant on the schedule and the amounts set forward in the attached Exhibit B (Budget) incorporated by reference herein for satisfactory completion of the Project. Any work or Services to be provided beyond that set forth in Exhibit B must be approved in writing in advance by the City Administrator. In the event such authorization is not obtained, the Consultant shall not be entitled to compensation for the performance of such work.

**6.1** Consultant shall submit monthly billings for work performed. The billings shall describe all materials supplied and work performed with particularity and shall itemize and explain all expenses for which reimbursement is claimed. Unless the amount and rate of reimbursement are specified in an attached exhibit to this Contract, the City will not reimburse Consultant for any expenses under this Contract.

**6.2** City shall pay Consultant for the amount billed each month within 30 (thirty) days after receiving Consultant's billing in a format acceptable to the City. City shall not pay any amount in excess of the compensation amounts set forth above nor shall City pay Consultant any fees or costs which City reasonably disputes. If such a dispute arises, Consultant will continue to perform its duties under this Contract.

**7. CONTRACT PERFORMANCE.** Consultant shall at all times perform the Services diligently, without delay and punctually fulfill all requirements herein, consistent with the schedule for the performance of Consultant's services set forth in Exhibit A. Expiration of this Contract shall not extinguish or prejudice City's right to enforce this Contract with respect to any breach of a warranty of Consultant or any default or defect in performance that has not been cured. Consultant shall perform such additional work as may be necessary to correct errors in the work performed without undue delay or additional cost. Time is of the essence in the performance of this Contract.

**8. CHANGES.** This Contract, including all exhibits attached hereto, shall not be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written instrument, executed by both parties. Such waiver, alteration, modification, supplement, extension or amendment, if made, shall be effective only in the specific instance and for the specific purpose given. The parties acknowledge and agree that, to the extent permitted by law, this Contract may be amended to specifically provide for additional Consultant services that are within or directly related to the Project. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Consultant thereafter shall be entitled to no

compensation whatsoever for the performance of such work.

**9. EXECUTION AND COUNTERPARTS.** This Contract, and any amendments to this Contract, may be executed in counterparts (each of which shall be an original and all of which shall constitute one and the same instrument) or in multiple originals. A faxed form of this Contract or any amendment thereto, executed by one or more of the parties, will constitute a counterpart hereof, as long as the counterpart bearing the party's original signature is transmitted to the other party and received by that party forthwith.

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

**11. NOTICE.** Except as otherwise expressly provided in this Contract, any communications between the parties or notices to be given hereunder shall be given in writing by personal delivery, facsimile or mailing, postage prepaid, to Consultant or City at the address or number set forth on this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given 5 (five) calendar days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a transmission receipt. To be effective against City, such facsimile transmission must be confirmed by telephone notice to the City's Project Manager identified in this Contract, and shall not be deemed to be given until such confirmation is completed. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

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

**13. NO THIRD-PARTY BENEFICIARIES.** City and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**14. PROJECT INFORMATION & CONFIDENTIALITY.** Consultant agrees to share all Project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the Project. No reports, information or data given to or prepared or assembled by Consultant under the Contract shall be made available or used for anything other than the work set forth under the Contract by Consultant to any individual or organization (except City) without the prior written approval of City which approval is in the City's sole and absolute discretion.

**14.1 Intellectual Property.** All work performed under this Contract including but not limited to documents, drawings, papers, computer programs, and photographs performed or produced by the Consultant under this Contract shall be the property of the City. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in the City. Consultant shall execute any assignment or other documents necessary to effect this paragraph. Consultant may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Consultant shall transfer to the City any data or other tangible property generated by Consultant under this contract and necessary for the beneficial use of intellectual property covered by this paragraph.

**15. RECORDKEEPING.** Consultant and Sub-contractors shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Consultant and Sub-contractors shall maintain any other records pertinent to this Contract in such a manner as to clearly

document the Consultant's and Sub-contractors' performance hereunder. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Consultant and Sub-contractors and kept accessible for a minimum of 6 (six) years after the Contract's expiration, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. If for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than 6 (six) years or until all litigation is resolved, whichever is longer. Consultant shall provide City with full access to these records in preparation for and during litigation.

**16. ACCESS TO RECORDS.** Consultant agrees that City and its authorized representatives shall have access to all books, documents, papers and records of the Consultant which are directly related to the Contract for the purpose of making any audit, examination, copies, excerpts and transcripts.

**17. INDEPENDENT CONTRACTOR STATUS.** Consultant shall be free from City's direction and control over the means and manner of providing Project labor or service, subject only to the specifications of the desired results. Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

**17.1** Consultant is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

**17.2** Consultant is not eligible for any federal social security, unemployment insurance, pension, state retirement system or workers' compensation benefits from compensation or payments paid to Consultant under this Contract.

**17.3** Consultant has filed federal and state income tax returns in the name of the business as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.

**17.4** Consultant is not an employee of Metro, any special district, or local government, including City, the federal government or the State of Oregon.

**18. PAYMENT OF LABORERS; PAYMENT OF TAXES.**

**18.1** Consultant shall:

**18.1.1** Make payment promptly, as due, to all persons supplying to the Consultant labor and material for the performance of the work provided for in the Contract (ORS 279B.220(1));

**18.1.2** Pay all contributions or amounts due to the Industrial Accident Fund incurred in the performance of this Contract, and shall ensure that all Sub-contractors pay amounts due from their performance (ORS 279B.220(2));

**18.1.3** Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished (ORS 279B.220(3)); and

**18.1.4** Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to the Consultant under this Contract and pay to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless the Consultant is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover the Consultant's federal or state tax obligation (ORS 279B.220(4)).

**18.2** The Consultant shall promptly as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Consultant, of all sums that the Consultant agrees to pay for the services and all moneys and sums that the Consultant collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the service (ORS 279B.230(1)).

**18.3** Consultant, its subcontractors and all employers, if any, providing services, labor or materials under the Contract are subject to Oregon Workers' Compensation Law, which requires all subject employers working under this Contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126. Consultant shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

**19. COMPLIANCE WITH APPLICABLE LAW.** Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Services under the Contract.

**19.1** Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract and incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated:

**19.1.1** Titles VI and VII of the Civil Rights Act of 1964, as amended;

**19.1.2** Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;

**19.1.3** the Americans with Disabilities Act of 1990, as amended;

**19.1.4** Executive Order 11246, as amended;

**19.1.5** the Health Insurance Portability and Accountability Act of 1996;

**19.1.6** the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;

**19.1.7** the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;

**19.1.8** ORS Chapter 659, as amended;

**19.1.9** all regulations and administrative rules established pursuant to the foregoing laws;

and

**19.1.10** all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations.

**19.2** City's performance under the Contract is conditioned upon Consultant's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

**19.3** Any person employed on work under this Contract shall be paid at least time and a half for all overtime worked in excess of 40 (forty) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime (ORS 279B.235(3)).

**20. REPRESENTATIONS AND WARRANTIES.**

**20.1** Consultant represents and warrants to City that:

**20.1.1** Consultant has complied and will continue to comply with all Oregon laws relating to the performance of Consultant's obligations under this Contract;

**20.1.2** Consultant shall be qualified, professionally competent and duly licensed to perform the Services at all times during the term of this Contract;

**20.1.3** Consultant has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Project under this Contract in a professional manner and in accordance with standards prevalent in Consultant's industry, trade or profession;

**20.1.4** Consultant has the power and authority to enter into and perform this Contract;

**20.1.5** When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms;

**20.1.6** The persons executing this Contract on behalf of the Consultant have the actual authority to bind the Consultant to the terms and conditions of this Contract;

**20.1.7** Consultant prepared its Proposal, Exhibit A to this Contract, independently from all other proposers, and without collusion, fraud or other dishonesty; and

**20.1.8** The provisions of this Contract do not conflict with, or result in a default under, any agreement or other instrument binding upon the Consultant and do not result in a violation of any law, regulation, court decree or order applicable to the Consultant

**20.2** Upon City's request, Consultant shall provide City with evidence reasonably satisfactory to City confirming the foregoing covenants and warranties. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other provided warranties.

**21. INSURANCE.** Consultant shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract or any other time periods required herein, at Consultant's expense, an occurrence form comprehensive general liability and automobile insurance policies for bodily injury, including death, and broad form property damage, including loss of property and coverage for owned, hired or non-owned vehicles, as applicable, for the protection of Consultant and the City, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary policies and any other insurance carried by City shall be excess. The policies shall be issued by a company authorized to do business in the State of Oregon and providing single limit general liability coverage of \$2,000,000 and separate automobile coverage of \$1,000,000. The certificates shall provide that City will receive 30 (thirty) days' written notice of cancellation or material modification of the insurance contract to the City Project Manager. Consultant shall provide certificates of insurance and additional insured endorsements to City evidencing the date, amount, and type of insurance prior to commencement of any work under this Contract. If requested, complete copies of insurance policies shall be provided to City. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**21.1 WORKERS' COMPENSATION COVERAGE.** Consultant certifies that Consultant has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier insured employer as provided by ORS 656.407 or as a self-insured employer. Consultant shall provide to City within 10 (ten) days after Contract

Effective Date, a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without 30 (thirty) days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Consultant is self-insured.

**21.2 PROFESSIONAL ERRORS AND OMISSIONS.** Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of the Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's acts, omissions, activities or services in an amount not less than \$1,000,000 combines single limit per occurrence. Such insurance shall be endorsed to include contractual liability. In the event Consultant's coverage is on a claims basis, Consultant is responsible for purchasing extended reporting period/tail coverage for a minimum of one (1) year.

**22. INDEMNIFICATION.** Consultant shall indemnify, defend, save and hold harmless City, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees, based upon or arising out of the acts or omissions of the Consultant or its Sub-contractors, agents, or employees under this Contract except that arising out of the sole negligence of the City. In addition, Consultant expressly agrees to indemnify, defend, save and hold harmless the City, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits, actions, loss or expenses, including attorney fees, arising out of or related to any claims that the Project, Services, or any other tangible or intangible items delivered to City by Consultant that may be the subject of protection under any state of federal intellectual property law or doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

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

**23.1.** If the City determines that the breach is material and Consultant fails to remedy the breach in accordance with this Section, City may declare Consultant in default and pursue any remedy available for a default.

**23.2.** Pending a decision to terminate all or part of this Contract, City unilaterally may order Consultant to suspend all or part of the services under this Contract. If City terminates all or part of the Contract pursuant to this Section, Consultant shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Contract and later orders Consultant to resume those services, Consultant shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

**23.3** To recover amounts due under this Section, City may withhold from any amounts owed by City to Consultant, including but not limited to amounts owed under this or any other contract between Consultant and City.

**24. FORCE MAJEURE.** Neither City nor Consultant shall be held responsible for delay or default caused by fire, riot, acts of nature, or war where such cause was beyond, respectively, City's or Consultant's reasonable control. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**25. WAIVER.** The failure of City to enforce any provision of this Contract shall not constitute a waiver by

City of that or any other provision.

**26. DEFAULT.** City, by written notice of default (including breach of contract) to Consultant, may terminate the whole or any part of the Contract:

**26.1** If Consultant fails to provide Services called for this Contract within the time or manner specified herein, or any extensions thereof; or

**26.2** If Consultant fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such longer period as City may authorize in writing.

**27. TERMINATION.**

**27.1** This Contract may be terminated at any time by written mutual consent of both parties.

**27.2** Consultant may terminate this Contract upon 30 (thirty) days' written notice to City if City fails to pay Consultant pursuant to the terms of this Contract and City fails to cure within 30 (thirty) days after receipt of Consultant's notice or such longer period of cure as Consultant may specify in such notice.

**27.3** City, in its sole discretion, may terminate this Contract, in whole or in part, at any time upon written notice to Consultant by specifying the termination date of the Contract.

**27.4** In the event of termination under this Section, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services performed through the termination date. Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination for costs actually incurred by Consultant. City shall not be obligated to pay for any such costs invoiced to and received by City later than 30 (thirty) days after termination.

**27.5** Upon receiving a notice of termination, Consultant shall immediately cease all activities under this Contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, As directed by City, Consultant shall deliver to City all Contract documents, information, works-in-progress and other property that are or would be deliverable had the Contract been completed. Upon City's request, Consultant shall surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Project or Services. By Consultant's signature on this Contract, Consultant allows City to use said Work Product and other property for its intended use. The rights and remedies of City provided in this Section related to defaults by the Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**28. GOVERNING LAW; JURISDICTION; VENUE.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "the claim") between City and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Portland Division. Consultant, by its execution of this Contract, hereby consents to the *in personam* jurisdiction of said courts.

**29. MEDIATION; TRIAL WITHOUT A JURY.** Should any Contract related dispute arise between the Parties it is agreed that such dispute will be submitted to a mediator prior to any litigation and the Parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, then through litigation. Any litigation arising under or as a result of this Contract shall be tried to the court, without a jury.

**29.1** The Parties shall exercise good faith efforts to select a mediator who shall be compensated

equally by the Parties. Mediation will be conducted in Fairview, Oregon, unless the Parties agree in writing otherwise. Parties agree to exercise good faith efforts to resolve all Contract related disputes through the 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 retain all rights with respect to any dispute not covered by this Section.

**30. SEVERABILITY.** Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**31. MERGER CLAUSE; CONTRACTOR CERTIFICATION.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER ADDRESSED HEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT THE SUPPLIED CONTRACTOR DATA IS TRUE AND ACCURATE AND CONSULTANT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

*[signature page follows]*

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR THE CONSULTANT:

FOR THE CITY:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*City Manager*

\_\_\_\_\_  
*Name (Printed)*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Federal ID #*

APPROVED AS TO FORM:

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*City Attorney*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City, State, Zip*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Fax Number*

\_\_\_\_\_  
*E-mail*

• Exhibit "A" •



# *All* County Surveyors & Planners, Inc.

PO Box 955 • Sandy, Oregon 97055 • Phone: 503-668-3151 • Fax: 503-668-4730

---

June 25, 2015

City of Fairview  
Attn: Allan Berry, P.E.  
1300 NE Village Street  
Fairview, Oregon 97024

VIA email: [macalandaz@ci.fairview.or.us](mailto:macalandaz@ci.fairview.or.us)

**RE: Proposal for Professional Surveying and Engineering Services for the Proposed 7<sup>th</sup> Street Sidewalk Improvements in the City of Fairview, Multnomah County, Oregon**

Dear Mr. Berry:

Included herein is our proposal to provide surveying and engineering services in support of the above-referenced project. All County Surveyors & Planners, Inc. trusts that this proposal will meet your needs on this project. This proposal shall constitute an agreement for these services when a signed copy is returned to our office (via fax is acceptable).

## **PROJECT APPROACH**

Our staff will work with the City to design the proposed curb and sidewalk improvements on both sides of 7<sup>th</sup> Street between Main and Cedar Street. The first step will be to complete a detailed topographic survey of the site. The survey will include 7<sup>th</sup> Street from Main Street to Cedar Street, approximately 350 feet. After the base map is completed we will draft a preliminary curb and sidewalk plan. After the plan is completed we will design the proposed improvements associated with this project and prepare the contract documents. We will provide construction management as listed below.

## **DETAILED SCOPE OF WORK**

### **TASK 1: Topographic Survey**

As discussed above, our survey staff will to complete a detailed topographic survey of the site area. The survey will include 7<sup>th</sup> Street from Main Street to Cedar Street, approximately 400 feet. Right-of-way and property lines will be shown based on Tax Map information, no boundary survey is proposed. The survey will include all of the property inside of the right-of-ways. This survey will be used as a base map for the engineering design listed below. We will also call for utility locates on the project and incorporate these into the base map. We propose to bill the fixed fee shown in Exhibit A.

**TASK 2: Preliminary Curb and Sidewalk Plan**

After the base map is completed our staff will prepare a couple of preliminary curb and sidewalk plans for your review. After the plans are completed we will meet with you to discuss the proposed plans. After the meeting we will modify the preliminary plan as needed for your final review and approval to proceed to final engineering design. We propose to bill the fixed fee shown in Exhibit A.

**TASK 3: Engineering Design**

After the preliminary plan has been approved under Task 2, our engineering staff will begin the design. We propose to design "rain gardens", where feasible, to treat the stormwater. This proposal assumes that no new storm sewer pipes will be needed. We will provide plan and profile for all new curbs (approximately 700 lf). The plans will be prepared for the project using the City's Standards. Our engineering staff will work with the City throughout the design process to come up with a final plan that meets the City's needs. At 75% through the design process the City will be provided with design drawings. We will meet again with the City to discuss design changes as required. Our staff will complete an engineer's construction cost estimate. In general, the final engineering plans will consist of the following information:

- Cover sheet and general project information
- Curb and sidewalk plans and profiles
- Typical detail sheet
- Grading and erosion control plans

We propose to bill the fixed fee shown in Exhibit A. If retaining walls are needed for this project, we will show the wall heights but structural engineering will need to be provided by others.

**TASK 4: Contract Documents and Specifications**

Our engineering staff will prepare contract documents and specifications for the project. Our contract documents contain Invitation to Bid, Instructions to Bidders, Time Schedule, Bid form, Agreement form, Prevailing Wage Rates (Davis Bacon), General Conditions and Technical Specifications. Specifications will be provided to the City at 75% for review. We will provide the City with a Word document of the contract documents. We propose to bill the fixed fee shown in Exhibit A.

**TASK 5: Bidding and Construction Process**

Two advertisements will be placed for the project in the Daily Journal of Commerce for the project on the dates specified within the project schedule. Our staff will answer questions and coordinate any and all addendums needed during the bidding process. Our office will provide copies of plans and contract documents to the bidders at time of bidding. Our company will hold a pre bid conference at the City for all interested bidders. We will also attend the bid opening and read all bids out loud and identify the apparent low bidder. After the bid opening we will prepare a detailed spreadsheet comparing all of the bids and check for math errors. We will also prepare a letter to the City recommending award of the contract to the low bidder. It is our understanding that the City will provide construction inspection. Our engineer will be available for questions or inspections during construction. We propose to bill hourly with an estimated fee shown in Exhibit A.

**TASK 6: Record Drawings**

After construction our survey staff will complete as-built plans with any redline comments from the City inspector or contractor. Record drawings will be produced from this information. One copy of the record drawings will be submitted to the City along with an AutoCAD drawing. We propose to bill the fixed fee shown in Exhibit A.

**TIME OF COMPLETION**

Following "Notice to Proceed", our office can begin work. In general, we will complete the project according to the schedule shown below:

TASK	TIME SCHEDULE (approximate)
1. Topographic Survey	Two to three weeks after notice to proceed
2. Preliminary Curb and Sidewalk Plan	Two weeks after Task 1
3. Engineering Design	Three to six weeks after Task 2
4. Contract Documents and Specifications	Concurrent with Task 3.
5. Bidding and Construction Process	As needed min 48hr. notice
6. Record Drawings	Two to three weeks after construction

The above time schedule is based on our current work load and may be subject to change

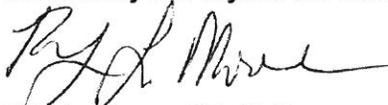
**ADDITIONAL WORK**

Any additional work not included in the scope of this proposal, which is added by the client or other approval agencies, will be charged at our standard hourly rates. No additional work will be initiated without the prior approval of the client. We do not bill extra for copies, travel, per diem, etc. All costs are included in our hourly billing rates. A list of our current hourly rates is as follows:

TITLE	COST PER HOUR
Principal	\$125.00
Project Surveyor or Project Engineer	\$100.00
Staff Engineer, Staff Surveyor or Project Inspector	\$85.00
AutoCAD Drafting	\$75.00
Administrative Services	\$55.00
Field Survey	\$155.00

Thank you for the opportunity to present you with this proposal for professional surveying and engineering services. We trust that this proposal meets your needs. Should you have any questions regarding this proposal, please contact our office.

Sincerely,  
**All County Surveyors & Planners, Inc.**



Ray L. Moore, PE, PLS,  
Engineering Division

**EXHIBIT A**

**FEES**

We propose to do the above-listed tasks as shown in the table below.

TASK	FEES
1. Topographic Survey	\$ 3,700.00 fixed
2. Preliminary Curb and Sidewalk Plan	\$ 2,500.00 fixed
3. Engineering Design	\$ 8,500.00 fixed
4. Contract Documents and Specifications	\$ 2,900.00 fixed
5. Bidding and Construction Process	\$ 1,800.00 billed hourly
6. Record Drawings	\$ 500.00 fixed
<b>TOTAL</b>	<b>\$ 19,900.00</b>

The fees for the above items assume all work will be completed by our office. General engineering consulting services beyond the scope of this proposal will be billed at our hourly rate.

**OTHER FEES**

Fees required by regulatory and approval agencies are not included in the Surveying and Engineering fees above.

**I am the owner of the land or representative of the landowner. I have reviewed this proposal and the General Conditions and find them to be acceptable. I hereby grant All County Surveyors & Planners, Inc. permission to begin work immediately.**

\_\_\_\_\_  
Signature of Owner or Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Owner or Representative

GENERAL CONDITIONS (January 1, 2006)

ALL COUNTY SURVEYORS & PLANNERS, INC endeavors to meet the needs of the CLIENT and maintain long term relationships based on communication and trust. These General Conditions together with any Agreement and/or Proposal letter comprise a full and complete understanding between the parties and can not be changed without the written consent of all parties. ALL COUNTY SURVEYORS & PLANNERS, INC will perform its professional service in accordance with the degree of care and skill ordinarily performed by similar qualified professionals currently practicing the same type of work under similar conditions. Every effort shall be made to provide up-to-date and accurate information, however:

The CLIENT is responsible for providing a legal description of the property, its general location, and any knowledge they may have about the condition of the property that might affect the outcome of the service provided. The CLIENT agrees to defend and hold harmless ALL COUNTY SURVEYORS & PLANNERS, INC, its Owners and Employees from any damage that is not specifically identified to ALL COUNTY SURVEYORS & PLANNERS, INC.

The CLIENT must provide access to the Property. If the CLIENT does not own the Property the CLIENT shall obtain written permission from the owner, for right of entry for the purpose of and prior to our service.

Reports, field data, calculations, designs, maps and other documents (including all computer files) prepared by ALL COUNTY SURVEYORS & PLANNERS, INC as part of the scope of work for the project, shall remain the property of ALL COUNTY SURVEYORS & PLANNERS, INC and will retain the records. Copies of the records for up to three years after the project is complete, may be purchased by the CLIENT for a reasonable fee (at the discretion of ALL COUNTY SURVEYORS & PLANNERS, INC) . Re-use of any report, field data, calculation, design, map and other document prepared by ALL COUNTY SURVEYORS & PLANNERS, INC outside of the scope of service for the project, shall be at the CLIENTS risk. The CLIENT agrees to defend and hold harmless ALL COUNTY SURVEYORS & PLANNERS, INC, its Owners and Employees from any claim or damage arising out of such re-use.

Billings for service will be generally submitted monthly, or at project completion in a format provided by ALL COUNTY SURVEYORS & PLANNERS, INC. Payment is due upon receipt of the invoice. A service charge of one and one-half percent (1 ½%) per month will be added to accounts due over 30 days. Expenses incurred for property liens or collection services, including but not limited to attorney fees, legal cost, service charge, and charges for additional staff time of ALL COUNTY SURVEYORS & PLANNERS, INC shall be paid in addition to the delinquent amount.

ALL COUNTY SURVEYORS & PLANNERS, INC maintains Worker's Compensation, General Liability, Auto Liability, and Employers Liability Insurance as required by State Law. Non-professional Liability claims: In the performance of this Agreement and subject to the limits, terms, and conditions of the property damage and public liability coverage, ALL COUNTY SURVEYORS & PLANNERS, INC agrees to indemnify and hold CLIENT harmless from ALL COUNTY SURVEYORS & PLANNERS, INC proportional share of liability resulting from its negligence or breach of contract which results in damage to the CLIENT. ALL COUNTY SURVEYORS & PLANNERS, INC, its Owners and Employees shall not be responsible for any loss, damage, or liability beyond the amounts, limits, or coverage of its applicable insurance coverage on the date the claim is made. Professional Liability claims: The CLIENT agrees that the maximum aggregate amount of it recovery from ALL COUNTY SURVERYORS & PLANNERS, INC or its Owners and Employees, for professional negligence or breach of contract shall be limited to the amount of the fee for service for that task under this Agreement or, \$50,000 (fifty thousand dollars) whichever is the smaller amount, unless a higher limit is specifically negotiated, and the additional fee for insurance is paid in full.

The CLIENT understands that reports, field data, calculations, designs, maps and other documents supplied to the CLIENT for this and other applications is deemed reliable but does not guarantee an approval of the project by the governing jurisdiction. Many factors are used to determine if an application for land use is approved, and if approved, what conditions of approval may be required. For these reasons, and others, ALL COUNTY SURVERYORS & PLANNERS, INC, shall not be liable for consequential damages, including loss of profits, direct or indirect, from preparation of plans and/or service, whether a project is developed or not.

Any dispute or claim arising out of this Agreement shall be referred to mediation, prior to litigation. The parties must agree to the name of the mediator and if the parties fail to agree, then either party may petition the court to appoint a mediator. The laws of the State of Oregon shall govern the validity and execution of this Agreement and its provisions. In the event that a dispute should arise the prevailing party shall be entitled to attorney's fee, as allowed by law. ALL COUNTY SURVEYORS & PLANNERS, INC shall be entitled to its reasonable personnel costs, for the purpose of review, mediation, depositions, and bill collection, under any dispute of this Agreement.

The terms of this Agreement shall survive the completion of services and the termination of this Agreement for any cause. Any element of this Agreement later held to violate the law shall be deemed void, and the remaining Agreement shall remain valid. The CLIENT and ALL COUNTY SURVEYORS & PLANNERS, INC shall in good faith attempt to replace and invalid provision with one that is valid and which comes as close as possible to expressing the intent of the original provision.

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



**Authorize the Interim City Administrator to Enter Into an Agreement for  
Banking Services**

---

Meeting Date: July 15, 2015

Agenda Item Number: 3.f.

Staff Member: Lesa Folger

Department: Finance

---

**REQUESTED COUNCIL ACTION**

Adoption of Resolution 28-2015, authorizing the Interim City Administrator to enter into a contract for banking services with Bank of the West.

**PUBLIC PURPOSE & COMMUNITY OUTCOME**

The City will be able to offer an increased level of service to residents and customers. Some of the added services include automatic payment and online payment free of charge. The City would also experience increased daily efficiencies through offerings such as electronic deposit.

**ATTACHMENTS**

- A. Resolution 28-2015
- B. Bank of the West Authorization and Agreement for Cash Management Services

**BACKGROUND**

US Bank has been the City's banking services provider for 32 years. Recognizing that alternative services providers were available, an Request for Proposal was issued. Five responses were received (Wells Fargo, Bank of the West, Columbia Bank, Washington Federal, and US Bank). Emphasis was placed on the City's desire to partner with an institution demonstrating a strong commitment to customer service through its banking services and products. Bank of the West had the highest overall ranking when considering price, services offered, and level of customer service.

**ALTERNATIVES**

1. City Council could choose not to approve Resolution 28-2015 and continue banking services with US Bank.
2. City Council could request a contract from one of the other responding banks.

## BUDGET/FISCAL IMPACTS

**Current Year Budget Impacts:**  Yes  No

Annual costs are dependent upon how many City customers utilize specific banking functions and how frequently and to what extent the City itself utilizes specific functions.

While these costs are not currently measurable, when considering the increased costs to the City for providing services such as credit card payment without fees and the expected decrease in the cost of overall annual service, the amount is expected to be within the range already budgeted assuming continuance with US Bank.

**Future Fiscal Impacts:**  Yes  No

**Staff Work Load Impacts:**  Yes  No

Staff would receive specialized training on the new banking software. Additional time would be needed for implementation and verification during conversion and the addition of services.

However, over the long-term, staff time devoted to banking services is expected to decrease.

## PUBLIC INVOLVEMENT

N/A

## NEXT STEPS

If approved, City will enter into a banking services contract with Bank of the West.

---

### FROM

Lesa Folger, Finance Director

### REVIEWED THROUGH

Christy Wurster, Interim City Administrator

Heather Martin, City Attorney

## FOR MORE INFORMATION

Staff Contact: Lesa Folger

Telephone: (503) 674-6247

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

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



**RESOLUTION**  
**(28 - 2015)**

**A RESOLUTION AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO  
ENTER INTO AN AGREEMENT FOR BANKING SERVICES**

**WHEREAS**, The City of Fairview utilized the same provider for banking services for many years;  
and

**WHEREAS**, A Request for Proposal for banking services was issued emphasizing a desire to obtain  
a strong commitment to customer service through banking services; and

**WHEREAS**, The City conducted a complete review of the proposals submitted; and

**WHEREAS**, Bank of the West was the overall highest ranked responder.

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

**Section 1**      The Interim City Administrator is authorized to sign a banking services agreement  
with Bank of the West .

**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 July, 2015.

---

Mayor, City of Fairview  
Ted Tosterud

ATTEST

---

City Recorder, City of Fairview  
Devree Leymaster

---

Date



## AUTHORIZATION AND AGREEMENT FOR CASH MANAGEMENT SERVICES

This Authorization and Agreement for Cash Management Services (this "Agreement") is executed by each of the business organizations named below (collectively, the "Business Entities"). Each Business Entity acknowledges that it has received from Bank of the West ("Bank") the *Cash Management Terms and Conditions* ("Terms and Conditions"), *Deposit Account Disclosure for Business Accounts* ("Disclosure Booklet"), applicable Schedules of Fees and Charges, applicable User Materials, related documents and disclosures (collectively, the "Disclosure Agreement") pertaining to the provision of one or more Cash Management Services (collectively "Services") by Bank to the Business Entities. Each Business Entity agrees that the Services obtained from Bank are subject to this Agreement, the Terms and Conditions, and the Disclosure Agreement, as those documents currently exist and may be added to, deleted from or otherwise changed from time to time in the future. Each Business Entity expressly acknowledges and agrees that if it has any electronic services, amendments to the Terms and Conditions and the Disclosure Agreement may be delivered or posted electronically, as is further disclosed in the Terms and Conditions. Capitalized terms used in this Agreement, not otherwise defined, have the meanings given to them in the Terms and Conditions.

### Multiple Entity Cash Management Services Linking - Check if applicable

Each of the undersigned Business Entities hereby authorizes the linking of its accounts with all of the below-named Business Entities for the selected Services. Each of the undersigned Business Entities hereby appoints the Business Entity first listed below ("Principal Business Entity") to act as the attorney in fact for such Business Entity with respect to all matters concerning Services with Bank, such authority specifically, but without limitation, including the right to: (1) establish, continue, modify, and terminate an account, Service or other banking arrangement made by or on behalf of Business Entity; (2) contract to procure other such Services available from Bank as Principal Business Entity considers desirable; (3) receive bank statements, vouchers, notices, and similar documents from a financial institution and act with respect to them; and (4) designate a person(s) ("Designee(s)") to act with respect to the Services. This power of attorney is coupled with an interest.

The undersigned intend that Bank treat all Business Entities as one entity for purposes of the Services provided pursuant to this Agreement. Specifically and without any limitation intended, each Business Entity specifically authorizes all deposit [and other] accounts of each Business Entity to be linked together for Account Analysis purposes, linked in the Deposit Concentration Service, linked in the Zero Balance Accounting Service, linked in access via our Online Banking Service through any website owned, operated, controlled, or maintained by Bank or any of its affiliates, without restriction. The accounts so linked may include, without limitation, deposit accounts (for example and without limitation, savings, checking, money market, certificates of deposit), credit accounts (for example and without limitation, lines of credit, credit cards, loans, leases), investment and brokerage accounts (for example and without limitation, mutual funds, stocks, securities, annuities) and any and all other accounts that we may now or in the future hold for or on behalf of any named Business Entity.

Each Business Entity represents with respect to the individual who executes this Agreement on its behalf ("Designee") that the Designee is an authorized signer for the Business Entity. Each Business Entity agrees that:

- Any Designee is authorized to access any account of any Business Entity named in this Agreement when such access is accomplished electronically via any Service provided in accordance with this Agreement.
- Each Designee shall further be entitled to access and control all such accounts singly via the Service without regard to any multiple signer designations, requirements, or restrictions that might otherwise be applicable to a specific account but for this Agreement. Such access includes, without limitation, the ability to: (1) control such accounts electronically; (2) view or initiate transactions including, without limitation, withdrawals; (3) deposit and transfer money; (4) generally perform all types of electronic transactions to and from each account of each Business Entity; and (5) further authorize other users to access the accounts to perform similar functions (under the control of such persons authorized hereunder).

Each Business Entity acknowledges and agrees that the linking of its business account(s) through the designated Services as contemplated in this Agreement could subject each of the Business Entities (individually or collectively) to claims involving or arising out of the commingling of funds, and each



Business Entity hereby assumes all of the risks involved. Each Business Entity further acknowledges and agrees that, for purposes of Online Banking, the granting of access to the deposit accounts of each Business Entity by way of a single identification number and password is provided by Bank only at the request and for the convenience of each Business Entity. Each Business Entity, individually and collectively, agrees to indemnify, protect, hold harmless and defend Bank from and against any and all claims, demands, damages, expenses, liabilities or costs (including attorneys' fees, professional fees and court costs), of whatever kind or nature whatsoever, in connection with or arising from allowing any of the accounts belonging to each Business Entity to be linked to one another for access via the Services or from the provision of the Services.

There are 0 additional pages attached to this Agreement, which contain additional Business Entities whose accounts and services may also be linked to the accounts of the Business Entities reflected on this page.

**Cash Management Service(s) Requested**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Account Analysis Service   | <input type="checkbox"/> ImageExpress Services                 |
| <input type="checkbox"/> Account Reconciliation Services       | <input checked="" type="checkbox"/> Online Banking Services    |
| <input checked="" type="checkbox"/> ACH Blocked Service        | <input checked="" type="checkbox"/> Payment Orders ACH         |
| <input type="checkbox"/> Assured Access Card™ Services         | <input type="checkbox"/> Payment Orders Wires                  |
| <input type="checkbox"/> Cash Vault Services                   | <input checked="" type="checkbox"/> Positive Pay Services      |
| <input type="checkbox"/> Controlled Disbursement               | <input type="checkbox"/> Remittance Banking Services (LockBox) |
| <input type="checkbox"/> Deposit Concentration Service         | <input type="checkbox"/> Remote Cashier's Check Service        |
| <input type="checkbox"/> Direct Delivery of Checks Service     | <input type="checkbox"/> Sweep Services                        |
| <input checked="" type="checkbox"/> DirectPay Manager          | <input type="checkbox"/> Tax Direct Services                   |
| <input type="checkbox"/> Electronic Commerce Service           | <input type="checkbox"/> Third Party Depository Services       |
| <input checked="" type="checkbox"/> Electronic Deposit Service | <input type="checkbox"/> Zero Balance Accounting Services      |
| <input type="checkbox"/> Image Clearing Service                |  |

Each Business Entity understands that use of any Service is subject to: (1) Bank's receipt of any required information and documentation; (2) Bank's approval; and (3) each Business Entity's completion of any testing or training requirements.

The undersigned Designee, and each of them, is an officer, owner, principal or other authorized individual of the Business Entity on whose behalf the Designee is acting. The undersigned Business Entity and Designee represent and warrant that the Business Entity on whose behalf the Designee is acting has taken all action required by its organizational or constituent documents to authorize the undersigned Designee to execute and deliver this Agreement and any other documents Bank may require with respect to a Service, and to provide to Bank instructions, and to designate employees and agents to act in the name of and on behalf of the Business Entity regarding the Services and any and all accounts affected by any Service obtained on behalf of the Business Entity.

**BUSINESS ENTITIES JOINING IN CASH MANAGEMENT SERVICES**

**PRINCIPAL BUSINESS ENTITY**

Tax Identification Number 93-6002161	
Business Entity Name City of Fairview	Printed Signer's Name Christy Wurster
Authorized Signature	Title Interim City Administrator

Tax Identification Number:	
Business Entity Name	Printed Signer's Name
Authorized Signature	Title



**CORPORATE/ASSOCIATION RESOLUTION**

RESOLVED: The \_\_\_\_\_, \_\_\_\_\_, or \_\_\_\_\_, \_\_\_\_\_, or \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 (Title) (Name) (Title) (Name) (Title) (Name)  
 of this Corporation is authorized to enter into any cash management services agreements with Bank of the West, to designate from time to time persons, in such number as may be directed, to manage any cash management service and otherwise give instructions regarding this organization's cash management service(s).

RESOLVED further that the authority conferred is in addition to any other authorizations in effect and shall remain in force until Bank receives written notice of its revocation at the office where the account is maintained or at such other location as Bank may direct.

**CERTIFICATION**

I certify that this resolution was adopted by this organization in accordance with law and its charter documents at a meeting duly held by this organization's governing body, and is now in effect. I certify that all of the signatures on the reverse are genuine and are those of person(s) who are authorized to execute the form who has such title as is listed above. I further certify that I have full authority to execute this certification. Bank of the West is entitled to rely upon this certification until written notice of its revocation is delivered to Bank of the West.

\_\_\_\_\_  
 DATED SIGNATURE  
 \_\_\_\_\_  
 PRINT NAME/TITLE (Must be Secretary or Assistant Secretary)

For Bank Use Only

Bank of the West (Office/Unit)	Bank of the West (Cash Management Sales)
Name: Paul Drechsler	Name: Madelyn Stasko
Title: Manager, Vice President	Title: Vice President
Office/Unit: Gresham Branch	
Date:	Date:
Signature	Signature



BANK OF THE WEST

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



**Legislative Development Code Amendments, File: 2015-28-ZC**

---

Meeting Date: July 15, 2015

Agenda Item Number: 8.a.

Staff Member: Erika Palmer, Senior Planner

Department: Public Works

---

**REQUESTED COUNCIL ACTION**

To review and take action on the City of Fairview Planning Commission's recommended legislative amendment to the Fairview Municipal Code.

Ordinance No. 10-2015 amends Chapter 19.106 of the Fairview Municipal Code (FMC) to allow the use of buffering averaging in 40 ft., 55 ft., and 80 ft., Resource Protection Areas.

**PUBLIC PURPOSE & COMMUNITY OUTCOME**

"Buffer Averaging" allows for flexibility while still administering a buffer program to riparian areas. The concept of buffer averaging involves decreasing an area of the buffer within a development proposal area and increasing the riparian buffer width in another area if the new buffer will provide equal or greater protection or enhanced functions of the buffer area for water quality and habitat, and as long as the total area contained in the buffer on the development site does not decrease.

Buffer averaging improves the development value of affected properties by allowing greater flexibility in site design, but protects livability and public riparian interests by requiring the adjustment to provide equal or greater water quality functions of the buffer area.

**ATTACHMENTS**

- A. MEMO: Consider text change to draft ordinance
- B. Ordinance No. 10-2015 which amends Chapter 19.106 of the Fairview Municipal Code as recommended by Planning Commission on June 23, 2015.
- C. Planning Commission Staff Report, June 23, 2015

**BACKGROUND**

Fairview Municipal Code (FMC) section 19.106.020, *Definitions* lists "Buffer Averaging" but states that this term is reserved for future use.

This code amendment provides for a definition, where and how buffering averaging can be used as a part of a development application.

At the May 12, 2015 and May 26, 2015 Planning Commission Meetings staff presented the proposed amendments and the Commission advised staff to move forward with the amendment process.

The Planning Commission held a public hearing on the proposed amendment on June 23, 2015 and adopted a recommendation to City Council to approve Ordinance No. 10-2015.

Changes to Title 19 of the Fairview Municipal Code are reviewed as a Type IV application which uses a legislative procedure (FMC 19.416). A minimum of two public hearings is required, one before the Planning Commission and one before City Council. All required notices for the proposed ordinance have been published in the Gresham Outlook (June 12, and June 19<sup>th</sup>, 2015).

**Applicable Criteria:**

Amendments to the Fairview Municipal Code are subject to the following criteria:

- Fairview Municipal Code 19.205.020;
- Fairview Municipal Code 19.413.040(G); and
- Comprehensive Plan Policies: Chapter 2, Policy 7.C

The recommendation of the Planning Commission for approval of the proposed ordinance is based upon the compliance with all applicable criteria.

**Summary of Ordinance**

1. Allow the use of average buffering in the 40 ft., 55 ft., and 80 ft., Natural Resource Protection Areas as a Type III review process.
2. Ensures that adjusted buffer will provide equivocal protection or enhanced functions of the buffer for water quality and habitat through mitigation requirements.
3. Ensures that the buffer corridor does not decrease

**ALTERNATIVES**

1. Adopt Ordinance 10-215 to approve the proposed amendments as summarized in the staff report and ordinance exhibit;
2. Approve as modified the proposed amendments as summarized in the staff report and ordinance exhibit;
3. Deny the proposed amendments as summarized in the staff report and ordinance exhibits; or
4. Council may also continue the public hearing to specified date in order to receive testimony, review modified language, or continue deliberation.

**BUDGET/FISCAL IMPACTS**

N/A

**Current Year Budget Impacts:**     Yes     No

**Future Fiscal Impacts:**             Yes     No

See above.

**Staff Work Load Impacts:**       Yes     No

### **PUBLIC INVOLVEMENT**

At the time of this staff report, the City has not received any written comments.

The Planning Commission held a public hearing on June 23, 2015. No public testimony was received by staff on the proposed text amendment during the Planning Commission hearing process.

### **NEXT STEPS**

N/A

---

### **FROM**

Erika Palmer, Development Analyst

### **REVIEWED THROUGH**

Allan Berry, Public Works Director  
Heather Martin, City Attorney

### **FOR MORE INFORMATION**

Staff Contact: Erika Palmer, Senior Planner

Telephone: 503-674-6242

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

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

# Attachment A



## MEMORANDUM

**TO:** City Council

**FROM:** Erika Palmer, Senior Planner

**DATE:** July 15, 2015

**TOPIC:** Consider text change to draft ordinance

---

Ordinance 10-2015, exhibit 1, proposes amendments to the development code in the Natural Resources Regulations Chapter, Title 19.106.

The current draft language under 19.106.040.E.e states: Development may not be located within the 100-year floodplain or FEMA mapped floodway areas.

Staff proposes new language for transparency and to ensure flood hazard code criteria is met in all sections of the Fairview Municipal Code. The Fairview Municipal Code has two chapters relating to flood plains/hazard areas, FMC 19.105 and FMC 16.05.

Staff proposes the following text change:

**19.106.040.E.f: A development permit shall be obtained before construction or development begins within any area of special flood hazard. Requirements for the permit as well as specific and general standards are outlined in Chapter 19.105 FMC, and 16.05 FMC.**



**ORDINANCE**  
**(10-2015)**

**AN ORDINANCE OF THE FAIRVIEW CITY COUNCIL AMENDING FAIRVIEW MUNICIPAL CODE CHAPTER 19.106, NATURAL RESOURCE REGULATIONS, TO ALLOW BUFFER AVERAGING IN 40 FT., 55 FT., AND 80 FT. RESOURCE PROTECTION AREAS.**

**WHEREAS**, public hearings were held by the Fairview Planning Commission on June 23, 2015 and the City Council on July 1, 2015; and July 15, 2015;

**WHEREAS**, the City provided notice of the hearings consistent with Fairview Municipal Code Chapter 19.413 and ORS 227.186; and

**WHEREAS**, the proposed amendments are consistent with Fairview’s Municipal Code Chapter 19.205, 19.413 and Comprehensive Plan Chapter 2; and

**WHEREAS**, the purpose of these amendments is to add language to Fairview Municipal Code Chapter 19.106, Natural Resource Regulations to allow buffer averaging in 40 ft., 55 ft., and 80 ft. resource protection areas,

**NOW, THEREFORE**, The City of Fairview ordains as follows:

- Section 1. The City Council adopts the Findings set forth in the Staff Report dated June 16, 2015.
- Section 2. FMC Chapter 19.106 is amended as shown in Exhibit 1.
- Section 3. This ordinance is effective upon and from 30 days after its enactment by the Council.

Ordinance adopted by the City Council of the City of Fairview this 15<sup>th</sup> day of July 2015.

\_\_\_\_\_  
Mayor, City of Fairview  
Ted Tosterud

ATTEST

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

\_\_\_\_\_  
Date

**ORD 10-2015 EXHIBIT 1  
CODE AMENDMENTS- Chapter 19.106  
NATURAL RESOURCES REGULATIONS**

DELETED TEXT = ~~STRIKETHROUGH~~  
PROPOSED TEXT = UNDERLINE

19.106.020 Definitions.

For the purposes of this chapter, the following definitions shall apply:

C. Buffer Averaging. ~~Reserved for future use.~~ Buffer averaging means decreasing a portion of the riparian buffer within a proposed development site and increasing the buffer in another portion of the site if the buffer as adjusted will provide equivocal protection or enhance functions of the buffer area for water quality and habitat, provided the total area of the buffer on the development proposal site does not decrease.

19.106.040 Resource protection area requirements.

Table 19.106.040(B) Permitted and Prohibited Uses							
A	Vegetation Management	35-foot RPA	40-foot RPA	55-foot RPA	80-foot RPA	50-foot Wetland Buffer	Upland Habitat
1	Vegetation removal, excessive tree trimming or cutting, or disturbance of ground cover or removal of forest debris without an approved permit.	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
2	Planting of vegetation listed as nuisance on the Metro Native Plant List.	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
3	Invasive vegetation removal of 300 square feet or less (per calendar year).	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
4	Removal of more than	Type I	Type I				

{00467134; 1 }  
Ordinance 10-2015

	300 square feet of plants categorized as a nuisance or invasive species on the Metro Native Plant list. After removal all open soils shall be replanted with native vegetation and/or protected from erosion (per calendar year).						
5	Native plantings and vegetation management plans.	Type I	Type I				
6	Maintenance of existing landscaping and gardens. This exemption extends to the installation of new irrigation and drainage facilities and/or erosion control features as well as to landscaping activities that do not involve: a. Removal of native plants or required mitigation. b. Planting of any vegetation identified as a nuisance or invasive species on the Metro Native Plant List. c. Anything that produces an increase in impervious area. d. Other changes that could result in increased direct stormwater discharges to the resource area.	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
B	Tree Removal and Pruning	35-foot RPA	40-foot RPA	55-foot RPA	80-foot RPA	50-foot Wetland Buffer	Upland Habitat
1	Tree removal for trees	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted

{00467134; 1 }  
Ordinance 10-2015

	<p>that present an emergency situation with immediate danger to persons or property. Emergency situations may include, but are not limited to, situations in which a tree or portion of a tree has been compromised and has damaged or is damaging structures or utilities, or private or public property or where a tree or portion of a tree is prohibiting safe passage in the public right-of-way. Examples include trees that have fallen into or against an occupied building or trees downed across power lines or roadways. The emergency exemption is limited to removal of the trees or portion of the tree as necessary to eliminate the hazard. Damages or impacts to vegetation within the resource area resulting from the tree removal shall be repaired after the emergency has been resolved.</p>						
2	<p>Limited tree removal or major pruning of trees six inches or greater in diameter under the following circumstances:  a. The tree is dead, diseased or dying and cannot be saved as determined by a</p>	Type I					

	<p>certified arborist. The tree should be topped to alleviate the hazard.</p> <p>b. For major pruning, if a tree is pruned in excess causing it to die, three trees six inches in diameter or greater must be planted as mitigation.</p> <p>**Tree removal associated with a development permit or land use application will be reviewed through the applicable application process.</p>						
C	Maintenance and Repair	35-foot RPA	40-foot RPA	55-foot RPA	80-foot RPA	50-foot Wetland Buffer	Upland Habitat
1	<p>Normal maintenance, repair, alteration, or demolition of existing legal structures and facilities; provided, that the following criteria are met:</p> <p>a. There is no change in the location or increase in the footprint of any building, impervious surface, or outdoor storage within the resource protection area.</p> <p>b. No other site changes are proposed that could result in the increased direct stormwater discharge to the natural resource area.</p> <p>c. Legally nonconforming structures within resource protection</p>	Type I	Type I				

{00467134; 1 }  
Ordinance 10-2015

	areas are subject to FMC <a href="#">19.106.090</a> , Nonconforming uses and structures within resource protection areas.						
2	Emergency procedures or activities that are necessary to remove or abate hazards to person or property; provided, that the time frame for such remedial or preventative action is too short to allow for compliance with the requirements of this chapter. After the emergency, the person or agency undertaking the action shall repair any impacts to the designated natural resource resulting from the emergency action; example, remove any temporary flood protection such as sandbags, restore hydrologic connections, or replant disturbed areas with native vegetation.	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
3	Normal maintenance and repair of existing stormwater facilities in accordance with stormwater management plan approved by the city.	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
4	Routine maintenance of existing public recreation, utility facilities, access,	Type I					

{00467134; 1 }  
Ordinance 10-2015

	streets, driveways, and/or parking improvements that disturbed a resource area, provided such activities provide a mitigation plan for restoration of the disturbed area.						
D	Site Development/Alteration	35-foot RPA	40-foot RPA	55-foot RPA	80-foot RPA	50-foot Wetland Buffer	Upland Habitat
1	Activities prohibited by an easement.	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
2	Earth disturbing activities not associated with an approved permit.	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
3	Activities prohibited by Chapter <a href="#">16.05</a> FMC, flood hazard overlay zone.	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
4	Receiving areas for toxic or hazardous or sanitary waste fills and uncontained hazardous materials, as defined by DEQ.	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
5	Development of permitted structures allowed in the underlying zone within the resource protection area subject to FMC <a href="#">19.106.040(D)</a> , Exception process.	Prohibited	<del>Prohibited</del> <b><u>Type III*</u></b>	Type III*	<del>Prohibited</del> <b><u>Type III*</u></b>	Type III	Type III
6	Type I boundary verification process to demonstrate proposed development is not located within a designated natural resource area or	Type I	Type I	Type I	Type I	Type I	Type I

	required protection area (FMC <a href="#">19.106.070(A)</a> ).						
7	Alteration of a stream bank, bed, or water flow without approved permits.	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
8	Alteration of stream bank, bed or water flow.	Type III	Type III	Type III	Type III		
9	Direct stormwater discharge into waterbodies without obtaining a permit.	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
10	Installation of required storm management facilities.	Type III					
11	Public and private pathways, trail systems, and boardwalks, subject to construction standards of FMC <a href="#">19.106.040(C)</a> .	Type II					
12	Impervious pathways and pathways greater than five feet in width.	Type III	Type III	Type II	Type III	Type II	Type II
13	Viewing areas on parcels zoned for commercial and public use provided no more than 300 square feet of impervious surface is disturbed per 100 feet by 100 feet of resource protection area. For properties with commercial zoning, outdoor patio or seating areas utilizing the aesthetics associated with the adjacent natural resource may occupy	Type II	Type II	Type II	Type III	Type III	Type II

	no more than 500 square feet of the resource protection area. Encroachments may be subject to buffer averaging where feasible.						
14	Benches and outdoor furniture and interpretive signage and displays provided such facilities do not disturb more than 20 square feet of impervious surface within the designated natural resource area.	Type I					
	Uses listed as "Permitted" means they are permitted outright and a land use permit is not required.						

**\*Type III – Subject to standards 19.106.040.D.(E) Buffer Averaging**

D. Exception Process. Any proposed development within a ~~designated 55-foot~~ riparian resource protection area, upland habitat areas, or the required 50-foot buffer for wetland areas must file an exception application with the city of Fairview. **The intent of the exception process is to allow reasonable development of property while providing protection for water and wildlife resources.**

The exception process does not apply to:

- ~~Areas designated with a 80-foot riparian resource protection area;~~
- ~~35-foot and 40-foot riparian resource protection areas;~~
- Mapped buffers within the Fairview Village; or
- Properties abutting Fairview Lake.

**1. The applicant may utilize the following methods for avoiding or minimizing development within the upland habitat area and riparian resource protection areas.** Exception applications must demonstrate compliance with the following criteria:

- a. ~~Avoid development within the designated protection area.~~

~~i. The applicant may utilize the following methods for avoiding or minimizing development within the upland habitat area and riparian resource protection area:~~

(A) Building setback flexibility to avoid or minimize development within the upland habitat or riparian resource protection area. The minimum building setback of the base zone may be reduced to any distance between the base zone minimum and zero, unless the reduction conflicts with fire or life safety requirements.

(B) Flexible landscaping requirements to avoid or minimize development within the habitat or resource protection area. Minimum percentage landscaping requirements, apart from those required for parking lots, street trees, buffers, and required mitigation areas, may be met by preserving the upland habitat area.

(C) Facilities that infiltrate stormwater on site, including the associated piping, may be placed within the upland habitat or riparian resource protection area so long as the forest canopy and areas within the drip lines of trees are not disturbed. However, if disturbance cannot be avoided, then the disturbed areas shall be mitigated per FMC [19.106.040](#)(E)(2), Option 2. Such facilities may include, but are not limited to, vegetated swales, rain gardens, vegetated filter strip, and vegetated infiltration basins. Only native vegetation may be planted in these facilities.

(D) Flexible site design (on-site density transfer) to avoid or minimize development within the upland habitat or riparian resource protection area.

(1) Residential development proposals on lands with upland habitat or riparian resource protection areas may transfer up to 50 percent of the permitted density permitted on the mapped upland habitat portion or riparian resource protection area of the site onto the portion of the site that is not designated as upland habitat area when the proposal completely avoids development within the resource protection or upland habitat area.

(2) In order to accommodate any transferred residential densities, dimensional standards and lot sizes may be adjusted by no more than 20 percent.

(3) Density transfers on commercial and industrial zoned land. The transfer credit of 10,000 square feet floor area ratio (FAR) per acre of land with an upland habitat or riparian resource protection designation on the project site is permitted when development is not proposed in the protected area.

(4) Mixed-Use Zones. The density transfer credit can be factored using subsections (D)(1)(a)(i)(D)(1) and (D)(1)(a)(i)(D)(2) of this section, depending on the type of development proposed.

(5) All remaining upland habitat or riparian resource protection areas shall be permanently restricted from development and maintained for habitat functions by making a public dedication or executing a restrictive covenant.

**(E) Buffer Averaging: Buffer averaging is permitted for new development activities, excluding any existing building footprint area already encroaching into the riparian resource area. Reductions from the standard buffer setback distances shall be accomplished through averaging the buffer distance on a site. Buffer averaging involves decreasing a portion of the riparian buffer within the proposed development site and increasing the buffer in another area. The new buffer area will need to provide equivalent or enhanced protection of the functions of values of the riparian resource area and provided the total area contained in the buffer on the proposed development site does not decrease.**

**(1) Criteria for buffer averaging include:**

**(a) The Resource Protection Area may not be reduced more than 60% (or 24 ft.) in the 40 ft. Resource Protection Area, 50% in the 55 ft. Resource Protection Area (or 27.5 ft.) and 40% in the 80 ft. Resource Protection Area (or 32 ft.)**

**(b) Buffering Averaging is allowed with the following site assessment prepared by a qualified professional. At a minimum the assessment shall contain:**

- i. **A description of the proposed development, including a site plan and distance to property lines.**
- ii. **A description and illustration of the relationship between the proposed development and the Riparian Resource Protection Area.**
- iii. **An assessment and illustration of the existing condition of the Riparian Resource Protection Area within and adjacent to the project area. This assessment must include when appropriate, a wetland delineation report approved by DSL and acreage.**
- iv. **An analysis, based upon best available science, of how the averaged buffer area will provide protection**

that is equal to or better than of the current buffer area.

- v. A discussion of alternatives that would have less impact on the Resource Protection Area and associated buffer.

(c) Any proposed buffer averaging requires enhancement and mitigation of the remaining Resource Protection Area and the new buffer averaging area. A mitigation plan must be prepared that meets section 19.106.040.E Mitigation.

(d) Wherever practical, reductions in the buffer distance shall occur adjacent to lower value or less sensitive areas within the buffer site and the expansion of the buffer in compensation shall occur within higher value or more sensitive areas.

(e) To the extent practicable, wherever riparian buffers are reduced from the standard setbacks, the buffer shall be increased on the opposite bank of the channel across from the area where the reduction is allowed.

(e) Development may not be located within the 100 year-floodplain or FEMA mapped floodway areas.

~~b. Minimize impacts to the upland habitat and riparian resource protection area.~~

~~i. The applicant must demonstrate that the encroachment is the minimum necessary to allow reasonable development of the property.~~

~~ii. The following limitations apply to the riparian resource protection area:~~

~~(A) The 55-foot protection area cannot be reduced to less than 40 feet in width.~~

~~(B) No more than 50 percent of the protection area on the parcel in which the development will occur may be reduced to 40 feet measured from centerline of the creek.~~

~~(C) The protection area should only be reduced in degraded areas that provide little to no resource value as demonstrated by a habitat assessment (subsection (D)(2) of this section). Development may occur in less degraded areas after the applicant demonstrates that mitigation of the degraded area will be provided.~~

iii **(F)** Disturbance of upland habitat areas cannot exceed 50 percent of the designated upland habitat area.

**2.-e.** Mitigate Development Impacts. All development approved through the exception process must comply with mitigation requirements of FMC [19.106.040\(E\)](#). Mitigation must be targeted to the most degraded portions, as identified by the resource habitat assessment process, of the resource protection area first. Remaining mitigation requirements shall be spread throughout the resource protection area.

**3. 2.** Exception Application Procedures and Requirements. All exception applications must be approved by the planning commission at a public hearing.

The applicant must submit a written narrative, site plan, and Fairview habitat assessment form that demonstrates the following:

- a. Narrative description and associated site plan demonstrating how the proposal complies with exception requirements as set forth in this section.
- b. Completed city of Fairview habitat assessment form. The public works director may require the applicant to hire a qualified professional to conduct the habitat assessment.
- c. Application requirements listed in FMC [19.106.070](#).



**PLANNING COMMISSION STAFF REPORT  
EXHIBIT "A" FINDINGS OF FACT**

**Staff Contact:** Erika Palmer, Development Analyst  
Email: [palmere@ci.fairview.or.us](mailto:palmere@ci.fairview.or.us) Phone: (503) 674-6242

**Public Hearing Date:** June 23, 2015

**Date of Report:** June 16, 2015

**Application Number:** 2015-28-ZC Buffer Averaging

- Exhibits:**
- A. Findings of Fact
  - B. Draft Ordinance 10-2015
  - C. Proposed Text Amendments to FMC 19.106, "Natural Resource Regulations"
  - D. City of Fairview Natural Resource Map, adopted September 5, 2012.

---

**Application/Proposal:** To consider an amendment to Fairview Municipal Code (FMC) Chapter 19.106, *Natural Resource Regulations*, to allow the use of buffer averaging in the 40 ft., 55 ft., and 80 ft., Riparian Protection Area.

**Applicant:** City of Fairview

**Comprehensive Plan:** All plan designations with 40 ft., 55 ft., and 80 ft., Riparian Protection Area Overlay.

**Zoning Designation(s):** All zoning designations with 40 ft., 55 ft., and 80 ft. Riparian Protection Area Overlay.

**Public Notice:** Notice was published in the Gresham Outlook on June 12, 2015, in accordance with FMC 19.413.040, Type IV procedures (legislative).

At the time of this report, the City has not received any written comments.

## **1. Review Process and Criteria**

This is a Type IV application for legislative amendments to the Fairview Municipal Code (“FMC”) and follows the process set forth in FMC 19.413. Type IV matters are considered by the Planning Commission with a final decision made by City Council. The Planning Commission’s recommendation shall be based on consideration of and findings that address the following criteria:

### *FMC: 19.205.020, Criteria*

- A. The amendment will not interfere with the livability, development or value of other land in the vicinity of site-specific proposals when weighted against the public interest in granting proposed amendment.
- B. The amendment will not be detrimental to the general interests of the community.
- C. The amendment will not violate the land use designations established by the comprehensive land use plan and map or related text
- D. The amendment will place all property similarly situated in the area in the same zoning designation or in appropriate complementary designations without creating inappropriate “spot zoning”.

### *FMC 19.413.040(G), Type IV Procedures*

- 1. Statewide planning goals and guidelines
- 2. Comments from applicable federal or state agencies
- 3. Applicable intergovernmental agencies
- 4. Applicable Comprehensive Plan policies

### *Comprehensive Plan Policies: Chapter 2, Policy 7.C*

- C. Revisions having little significance beyond the immediate area of the change (minor revisions) will be based on special studies or other information that justifies the public need for the change.

## 2. Application Narrative/ Background/Location

The proposal is to amend FMC Chapter 19.106, *Natural Resource Regulations* to allow buffer averaging in the 40 ft., 55 ft., and 80 ft., riparian Resource Protection Areas (see Exhibit D, Natural Resources Map).

FMC section 19.106.020, *Definitions* lists “Buffer Averaging” but states that this term is reserved for future use. Staff recommends adding the following definition:

Buffer averaging means decreasing a portion of the riparian buffer within a proposed development site and increasing the buffer in another portion of the site if the buffer as adjusted will provide additional protection or enhance functions of the buffer area for water quality and habitat, provided the total area of the buffer on the development proposal site does not decrease.

“Buffer Averaging” allows for flexibility while still administering a buffer program to riparian areas. The concept of buffer averaging involves decreasing an area of the buffer within a development proposal area and increasing the riparian buffer width in another area if the new buffer will provide equal or greater protection or enhanced functions of the buffer area for water quality and habitat, and as long as the total area contained in the buffer on the development site does not increase.

## 3. PROPOSED FINDINGS:

<b><i>FMC 19.205.020: Amendments</i></b>
--

FMC: 19.205.020, Criteria

- A. The amendment will not interfere with the livability, development or value of other land in the vicinity of site-specific proposals when weighted against the public interest in granting proposed amendment.

***Finding:*** The amendment will not interfere with the livability, development or value of other land in the vicinity of site-specific proposals when weighted against the public interest. Buffer averaging is a tool that can be used to allow for reasonable development of a property while providing protection for water and wildlife resources. Buffer averaging improves the development value of affected properties by allowing greater flexibility in site design, but protects livability and public riparian interests by requiring the adjustment to provide equal or greater water quality functions of the buffer area. It also prohibits reducing the overall amount of the buffer area.

The proposed amendment would allow an applicant to use the buffer averaging criteria as a Type III procedure subject to standards reviewed by the Planning Commission.

B. The amendment will not be detrimental to the general interests of the community.

**Findings:** The amendment will not be detrimental to the general interests of the community. The City has determined through review, investigation and development of appropriate regulations and guidelines that promote the application and utilization of the City's Comprehensive Plan, that the city's major water features, including the Columbia River, Fairview Creek, Osburn Creek, No Name Creek, Raintree Creek, Salmon Creek, Fairview Lake, Columbia Slough and associated wetlands, riparian areas, and related upland habitat, are valuable and irreplaceable natural resources to the community. The use of buffer averaging will not decrease the functions and values of riparian resource areas.

C. The amendment will not violate the land use designations established by the comprehensive land use plan and map or related text

**Findings:** The proposed amendments will not violate the land use designations established by the comprehensive land use plan, map, or related text.

D. The amendment will place all property similarly situated in the area in the same zoning designation or in appropriate complementary designations without creating inappropriate "spot zoning".

**Finding:** The proposed amendments do not affect zoning designations.

<b>FMC 19.413.040: Type IV Procedures (Legislative)</b>
---

FMC 19.413.040.G: Decision Making Consideration: The recommendation by the Planning Commission and the decision by the City Council shall be based on the consideration of the following factors:

1. Statewide planning goals and guideline.

**Findings:** The City currently meets and is in compliance with Statewide Planning Goal 5, *Natural Resources, Scenic and Historic Areas, and Open Spaces*. Under this goal, local governments adopt programs that will protect natural resources, scenic and historic areas, and open spaces for present and future generations. This goal requires cities to inventory these areas. The City of Fairview has prepared an inventory of riparian corridors and determined which resources are most significant and developed a natural resource program (FMC 19.106: *Natural Resource Regulations*) for conservation and protection of ecological benefits and community values. The proposed amendments will be part of the city's Natural Resource Program (FMC 19.106: *Natural Resource Regulations*). By authorizing buffer averaging only when it provides equal or greater water quality functions of the affected riparian buffer, the proposed amendment is consistent with the City's Goal 5 inventory and Statewide Planning Goal 5.

2. Comments from applicable federal or state agencies

**Findings:** At the time of this writing, the City has not received any comments from applicable federal or state agencies.

3. Applicable intergovernmental agencies

Findings: At this time of this writing, the City has not received any comments from applicable intergovernmental agencies. However, city staff did meet to discuss the proposed amendments with representatives from Metro to discuss compliance with Metro Urban Growth Management Plan Title 3 (Water Quality & Flood Management) and 13 (Nature in the Neighborhoods). City and Metro staff have determined that the proposed amendments are in compliance with regional policies.

4. Applicable Comprehensive Plan policies

Chapter 2, Policy 7.C

- C. Revisions having little significance beyond the immediate area of the change (minor revisions) will be based on special studies or other information that justifies the public need for the change.

The proposed amendments to FMC Chapter 19.106, *Natural Resource Regulations*, serve as a tool to allow flexibility in site design while at the same time protecting the functions and values of the riparian resource to be maintained. The term “buffer averaging” is included in the developed code but a program was never developed to include a definition or standards created to use for implementation. As properties develop in commercial areas that are constrained by riparian areas this program allows a measure to ensure fairness and flexibility when administering the city’s riparian buffer program.

**4. Alternatives**

The Planning Commission has the following decision-making options on the proposed amendment:

- A. Recommend to City Council approval of Ordinance 10-2015 amending Chapter 19.106 of the Fairview Municipal Code to allow for the use of riparian buffer averaging.**
- B. Modify the findings, reasons, or conditions, and approve the request as modified.**
- C. Deny the application based on the Commission’s findings.**
- D. Continue the Public Hearing to a date certain if more information is needed.**

**5. Staff Recommendation**

Staff recommends adoption of the proposed Fairview Municipal Code Amendments to Chapter 19.106, Natural Resource Regulations.

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



---

**City-wide Parking Regulations**

---

Meeting Date: July 15, 2015

Agenda Item Number: 8.b.

Staff Member: Chief Johnson, Director Berry

Department: Police and Public Works

---

**REQUESTED COUNCIL ACTION**

Should we proceed with an ordinance as proposed to address parking regulations or should there be additions or deletions to the existing code language?

**PUBLIC PURPOSE & COMMUNITY OUTCOME**

Public safety and safer streets.

**ATTACHMENTS**

- A. Ordinance 11-2015
- B. Inventory of impacted stop signs
- C. Inventory of impacted alley ways

**BACKGROUND**

The Fairview Police Department has received a number of complaints regarding parking issues throughout the City of Fairview. Business owners and members of the Fairview City Council have also expressed concerns about parking. Those concerns have included: inconsistent parking regulations and potentially dangerous lane travel due to street width and inadequate line of sight for drivers.

The Public Works Director and Chief of Police conducted a city-wide parking study. The Fairview Municipal Code Section 10.05.040 authorizes the City Council to alter or modify parking regulations, time limits, and permissible parking (i.e. parallel or diagonal). In our city-wide survey, we found curb markings and parking signage that were not approved by Council. In addition, we found the need for consistent city-wide parking regulations that strike a balance between parking inventory and public safety due to street width and/or line of sight.

Since the Council Work Session held on June 3, 2015, staff added a definition for how the City would measure distances (along curbs) for prohibited parking and defined a passenger car for purposes of the Parking Regulation section of the ordinance. Staff also changed the parking regulations for NE Sandy Blvd. based on input from Fairview Terrace Residents and the City Attorney. Staff also added language to codify existing prohibited parking on NE Market Drive and NE Glisan. Those changes have been incorporated into this updated staff report and the proposed ordinance.

The following parking regulations are proposed for your consideration:

Curb Markings and Signage: One important priority with respect to curb markings and signage is to ensure consistency. Everyone should know what the various colors of curb markings mean relative to parking. Staff proposes the following curb markings:

1. Curb Markings:

- a. Red means no stopping, standing, or parking at any time.
- b. Yellow means no stopping, standing, or parking for a specified period of time (limited duration).
- c. Blue means an area designated for the parking of vehicles with special license plates or other official designation issued to physically handicapped persons.

2. Measuring curb distances defined:

- a. When an intersection is curved, measuring distance for prohibited parking will begin at the tangent of the curb.
- b. When the curb is straight, measuring distance for prohibited parking will begin at the high point of curb cut out.

3. Passenger car defined:

- a. For purposes of this section, a passenger car is a vehicle: (1) designed for the main purpose of transporting passengers (2) with a registered weight of 10,000 pounds or less, (3) designed to transport no more than eight persons, (4) is not required by Oregon law to register as any other type of vehicle, and (5) meets federal standards for highway use.

City-wide parking regulations:

Stop signs: The Oregon Revised Statutes specifies that a vehicle cannot park “within 50 feet upon the approach to an official flashing signal, stop sign, yield sign or traffic control device located at the side of the roadway if the standing or parking of a vehicle will obstruct the view of any traffic control device located at the side of the roadway”. There are very few stop signs at intersections that meet this definition in the City of Fairview. Vehicles should be prohibited from parking too close to a stop sign where they block the sign or obstruct visibility for vehicles attempting to enter an intersection or navigate a corner. Therefore one car length in front of a stop sign should be unobstructed. This would require prohibiting parking within fifteen feet of all stop signs.

Alleys: Due to line of sight, vehicles could not park within five feet of an alley way entrance.

Streets twenty feet or less in width: Larger vehicles and emergency vehicles cannot navigate streets that have parking on either side when the street is twenty feet or less in width. Parking should be prohibited on those streets altogether.

Specific locations: In addition to the city-wide regulations, staff identified specific locations that have current markings or signage that lack Council approval or areas that need additional regulation:

- No parking on either side of Arata Road between 223<sup>rd</sup> Ave. and Wood Village Blvd.
- No parking within twenty feet of the crosswalk adjacent to 1421 NE Market St.
- No parking within fifteen feet of the alley next to the Fairview City Hall that intersects with NE Park Lane.
- No parking within fifteen feet of the alley located on the east side (east exit) of the United States Post Office located at 1700 NE Market Drive.
- No parking on the east side of NE Village Street between NE Halsey Blvd. and NE Market Drive.
- No parking on the west side of NE Village Street between NE Halsey Blvd. and NE Market Drive except for spaces that are cut out and designated for parking.
- No parking for more than five minutes in the space posted with a sign that reads “Five Minute Parking Only” located next to the Fairview-Columbia Library at 1520 NE Village Street.
- No parking in front of the entrance/exit vehicle gate of the Fairview Police Department, which is located alongside the alley adjacent to NE Park Lane. A vehicle that parks in front of or blocks the emergency vehicle access will be immediately towed. A sign shall be posted on the gate warning that it is a tow away zone.
- No parking on the north side of Sandy Blvd from Fairview Parkway to Blossom Hill Drive.
- No parking on the north side of Sandy Blvd within 100 feet east of Blossom Hill Drive.
- Passenger car parking only on the north side of Sandy Blvd from 100 feet east of Blossom Hill Drive for 518 feet.
- No parking on the north side of Sandy Blvd within 100 feet west of Arbor Crest Drive.
- No parking on the north side of Sandy Blvd within 100 feet east of Arbor Crest Drive.
- Passenger car parking only on the north side of Sandy Blvd from 100 feet east of Arbor Crest Drive for 570 feet.
- No parking on the north side of Sandy Blvd. from 670 feet east of Arbor Crest Drive to NE 223<sup>rd</sup>.
- No parking on N.E. Market Drive on the north and east side from the west driveway of the US Post Office located at 1700 NE Market Drive to NE Halsey.
- No parking on the north side of NE Glisan from NE 202<sup>nd</sup> to Fairview Parkway.

## **ALTERNATIVES**

### **Alternatives:**

1. Leave existing regulation/signage as is.
2. Modify the proposed regulations.

## **BUDGET/FISCAL IMPACTS**

**Current Year Budget Impacts:**  Yes  No

**Future Fiscal Impacts:**  Yes  No

Cost of paint estimated at approximately \$1,000.

**Staff Work Load Impacts:**  Yes  No

Public Works staff time to paint curbs then ongoing maintenance of the painted curbs.

## **PUBLIC INVOLVEMENT**

Public Safety Advisory Committee (PSAC)

Meeting notices

Article in Outlook

## **NEXT STEPS**

---

### **FROM**

Ken Johnson, Chief of Police

### **REVIEWED THROUGH**

### **FOR MORE INFORMATION**

Staff Contact: Chief Johnson

Telephone: (503) 674-6200

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

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



**ORDINANCE**  
**(11-2015)**

**AN ORDINANCE OF THE FAIRVIEW CITY COUNCIL AMENDING CHAPTER 10.05  
OF THE FAIRVIEW MUNICIPAL CODE TO PROHIBIT PARKING IN CERTAIN  
AREAS OF THE CITY AND TO ADD RELATED DEFINITIONS**

**WHEREAS**, the City of Fairview is committed to safe streets and to the overall safety and well-being of its citizens; and

**WHEREAS**, the City of Fairview is committed to standardized parking regulations to ensure uniformity throughout the City; and

**WHEREAS**, the City of Fairview has received numerous complaints from citizens about lane travel that is unsafe due to parked vehicles that obstruct drivers line of sight; and

WHEREAS, the City Council desires to update its municipal code to prohibit parking in certain areas of the City and to clarify existing parking regulations.

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

**Section 1** The Fairview Municipal Code, section 10.05, is hereby amended as set forth in the attached Exhibit A.

**Section 2** The 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 July, 2015.

\_\_\_\_\_  
Mayor, City of Fairview  
Ted Tosterud

ATTEST

\_\_\_\_\_  
Date

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

## EXHIBIT A

(additions in italics, deletions in strikethrough)

### 10.05.030 Definitions.

*E. "Passenger Vehicle" means a vehicle (1) designed for the main purpose of transporting passengers, (2) with a registered weight of 10,000 pounds or less, (3) designed to transport no more than eight persons, (4) not required by Oregon law to register as any other type of vehicle, and (5) meets federal standards for highway use.*

---

~~F.E.~~ "Person" means a natural person, firm, partnership, association or corporation.

GF. Street. The terms "highway," "road," and "street" shall be considered synonymous, unless the context precludes such construction, and shall mean any public way, road, highway, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of this city, open, used or intended for the use of the general public for vehicles or vehicular traffic. "Street" includes alleys.

HG. "Traffic lane" means that area of the roadway used for the movement of a single line of traffic.

IH. "Vehicle," as used in subsequent sections of this chapter, includes bicycles.

### 10.05.120 Parking regulations.

---

#### A. Curb Markings and Signage

1. *When authorized under this title, no person shall stop, stand or park a vehicle adjacent to any curb markings or sign in violation of any of the provisions of this title. Curb marking shall have the following meaning:*

- a. *Red means no stopping, standing, or parking at any time.*
- b. *Yellow means no stopping, standing, or parking for a specified period of time (limited duration).*
- c. *Blue means an area designated for the parking of vehicles with special license plates or other official designation issued to physically handicapped persons.*

2. *Measuring curb distances:*

*a. When an intersection is curved, measuring distance for prohibited parking will begin at the tangent of the curb.*

*b. When the curb is straight, measuring distance for prohibited parking will begin at the high point of curb cut out.*

**B.A . Method of Parking.**

1. No person shall stand or park a motor vehicle in a street other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle within 12 inches of the edge of the curb, except where the street is marked or signed for angle parking.
2. The operator who first begins maneuvering a motor vehicle into a vacant parking space on a street has priority to park in that space, and no other vehicle shall attempt to interfere.
3. When the operator of a vehicle discovers that the vehicle is parked close to a building to which the fire department has been summoned, the operator shall immediately remove the vehicle from the area, unless otherwise directed by police or fire officers.

**C B. Prohibited Parking or Standing. No person shall park or stand:**

1. A vehicle in violation of state motor vehicle laws or in violation of a lawfully erected parking limitation sign or marking.
2. A vehicle in an alley other than for the expeditious loading or unloading of persons or materials, and in no case for a period in excess of 20 consecutive minutes in any two-hour period.
3. Any motor vehicle or trailer other than a passenger vehicle on a street between the hours of 9:00 p.m. and 7:00 a.m. of the following day in front of or adjacent to a residence, motel, apartment house, hotel or other sleeping accommodation.
4. A vehicle over, upon, or in such a manner as to prevent access to any water meter, gate valve, or other appliance in use on any water meter connection or appurtenances to any other city-owned utilities, located on public property, the public right-of-way, or private property.
5. Any motor vehicle parked in a required front yard setback in any residential district. Private driveways, or other graveled or paved parking areas meeting all applicable city requirements, are exempt from this requirement.

6. A vehicle in such a manner as to prevent a mail carrier from delivering or accessing any mailbox, public or private.
7. A vehicle while such vehicle is equipped with a vehicle alarm unless such system is designed to, and does in fact, cease emitting an intermittent or constant sound after an aggregate time of three minutes within a 15-minute period on any street or any premises open to the public, within the city limits of Fairview.
8. A vehicle in the Fairview City Hall parking lot (Parcel 1N3E33AB Tax Lots 05500 and 02200) unless the occupant(s) are visiting City Hall or have obtained permission from the city administrator or designee to park in the designated City Hall parking spaces. The restrictions apply at all times except for weekends and officially recognized holidays when City Hall is closed.
9. *A vehicle within 50 feet upon the approach to an official flashing signal, stop sign, yield sign or traffic control device located at the side of the roadway if the standing or parking of a vehicle will obstruct the view of any traffic control device located at the side of the roadway. In all other cases, a vehicle within fifteen feet of a stop sign.*
10. *A vehicle within five feet of an alley way unless other specified in this code.*
11. *A vehicle on a street that is twenty feet or less in width.*
12. *A vehicle on either side of Arada Road between 223<sup>rd</sup> Ave. and Wood Village Blvd.*
13. *A vehicle within twenty feet of the crosswalk adjacent to 1421 NE Market St.*
14. *A vehicle with fifteen feet of the alley next to the Fairview City Hall that intersects with NE Park Lane.*
15. *A vehicle within fifteen feet of the alley located on the east side (east exit) of the United States Post Officer located at 1700 NE Market Drive.*
16. *A vehicle on the east side of NE Village Street between NE Halsey Blvd. and NE Market Drive.*
17. *A vehicle on the west side of NE Village Street between NE Halsey Blvd. and NE Market Drive except for spaces that are cut out and designated for parking.*

18. *A vehicle for more than five minutes in the space posted with a sign that reads "Five Minute Parking Only" located next to the Fairview-Columbia Library located at 1520 NE Village Street.*
19. *A vehicle in front of the entrance/exit vehicle gate of the Fairview Police Department, which is located alongside the alley adjacent to NE Park Lane. A vehicle that parks in front of or blocks the emergency vehicle access will be immediately towed. A sign shall be posted on the gate warning that it is a tow away zone.*
20. *No parking on the north side of Sandy Blvd from Fairview Parkway to Blossom Hill Drive.*
21. *No parking on the north side of Sandy Blvd within 100 feet east of Blossom Hill Drive.*
22. *Passenger car parking only on the north side of Sandy Blvd from 100 feet east of Blossom Hill Drive for 518 feet.*
23. *No parking on the north side of Sandy Blvd within 100 feet west of Arbor Crest Drive.*
24. *No parking on the north side of Sandy Blvd within 100 feet east of Arbor Crest Drive.*
25. *Passenger car parking only on the north side of Sandy Blvd from 100 feet east of Arbor Crest Drive for 570 feet.*
26. *No parking on the north side of Sandy Blvd. from 670 feet east of Arbor Crest Drive to NE 223<sup>rd</sup>.*
27. *No parking on N.E. Market Drive on the north and east side from the west driveway of the US Post Office located at 1700 NE Market Drive to NE Halsey.*
28. *No parking on the north side of NE Glisan from NE 202<sup>nd</sup> to Fairview Parkway.*

*DG. Prohibited Parking. No operator shall park and no owner shall allow a vehicle to be parked upon a street for the principal purpose of:*

1. *Displaying the vehicle for sale.*
2. *Repairing or servicing the vehicle, except repairs necessitated by an emergency.*

3. Displaying advertising from the vehicle.

4. Selling merchandise from the vehicle, except when authorized.

*ED.* Use of a Loading Zone. No person shall stop, stand, or park a vehicle for any purpose or length of time, other than for the expeditious loading or unloading of persons or materials, in a place designated as a loading zone when the hours applicable to that loading zone are in effect. In no case, when the hours applicable to the loading zone are in effect, shall the stop for loading and unloading of materials exceed the time limits posted. If no time limits are posted, then the use of the zone shall not exceed 15 minutes.

*FE.* Unattended Vehicle. Whenever a police officer shall find a motor vehicle parked or standing unattended with the ignition key in the vehicle, the officer is authorized to remove the key from the vehicle and deliver the key to the person in charge of the police station (City Hall).

*GF.* Standing or Parking of Buses and Taxicabs. The operator of a bus or taxicab shall not stand or park the vehicle upon a street in a business district at a place other than a bus stop or taxicab stand, respectively; except that this provision shall not prevent the operator of a taxicab from temporarily stopping the taxicab outside a traffic lane while loading or unloading passengers.

*HG* Restricted Use of Bus and Taxicab Stands. No person shall stand or park a vehicle other than a taxicab in a taxicab stand, or a bus in a bus stop, except that the operator of a passenger vehicle may temporarily stop for the purpose of and while actually engaged in loading or unloading passengers when stopping does not interfere with a bus or taxicab waiting to enter the restricted space.

*IH.* Lights on Parked Vehicles. No lights need be displayed upon a vehicle that is parked in accordance with this chapter upon a street where there is sufficient light to reveal a person or object at a distance of at least 500 feet from the vehicle.

*JI.* Extension of Parking Time. Where maximum parking time limits are designated by sign, movement of a vehicle within a block shall not extend the time limits for parking.

*KI.* Exemptions and Waiver.

1. The provisions of this chapter that regulate the parking, stopping, or standing of vehicles do not apply to:

- a. A vehicle of the city, county, state, or a public utility while necessarily in use for construction or repair work on a street.
  - b. A vehicle owned by the United States while in use for the collection, transportation or delivery of mail.
  - c. A vehicle of a disabled person who complies with the provisions of ORS 811.610 to 811.630.
2. The city may in its sole discretion grant a temporary waiver of parking regulations of this chapter to allow a vehicle to park on a public street or city property in an area otherwise restricted or in excess of time limitations. Temporary waivers are granted by temporary parking waiver permits. The following shall apply to all temporary parking waiver permits:
- a. Application for a temporary parking waiver permit shall be made to the city administrator at least five business days before the date of the requested waiver. The city administrator may consider applications submitted less than five days before the date of the requested waiver, but in no event shall the city administration consider an application submitted after a parking violation has occurred. The application shall be accompanied by an application fee established by resolution of the city council.
  - b. The city administrator or designee may issue the temporary parking waiver permit if the waiver is for good cause and will not impact public safety or convenience. If an application is denied, the applicant may appeal to the city council, whose decision shall be final.
  - c. No permit issued under this section shall be effective for more than three days. The city administrator or designee may reissue the permit for one additional three-day period upon a showing by the applicant that good cause continues to exist.
  - d. The permit shall bear the signature of the city administrator or designee, the signature of the issuing clerk, the date of issuance, the date or dates the permit is valid, the location of the vehicle on the public street, and the owner of the vehicle and the owner's address or location at which he or she can be reached.
  - e. The permit shall be displayed on the vehicle's front dashboard. (Ord. 9-2011 § 1 (Att. 1); Ord. 8-2008; Ord. 9-2002 § 1; Ord. 3-1999 § 1; Ord. 14-1994 § 1; Ord. 17-1986 § 1; Ord. 11-1986 § 12)

# NO PARKING WITHIN 15 FEET OF A STOP SIGN

Attachment B

(E = EXISTING; A = ADD)

Location	Parking Regulation	E/A	Comments
Arata/223rd		A	
Pacific/Park		A	
Multnomah/Park		A	
Park/Multnomah		A	
1520 Market		A	
Clear Creek/Market		A	
Park/ Market		A	
Village/Market		A	
San Rafael/201st		A	
Wistful Vista/205th		A	
205th/Sandy		A	If curb painted red, won't need the existing signage
230th/Sandy		A	
Interlachen/Blue Lake Rd		A	If curb painted red, won't need the existing signage
216th/Lachenview		A	
220th/Lachenview		A	
Shaver/220th		A	
Mason/218th		A	
Skidmore/218th		A	
218th/Blue Lake Rd		A	
219th/Skidmore (N)		A	
219th/Skidmore (S)			
Mason/220th (W)		A	
Mason/220th (E)			
Mason/223rd		A	Needs painting on both sides of street - turtles
Failing/223rd		A	Needs painting on both sides of street - turtles
Failing/220th		A	
213th / Hancock (N)		A	
213th / Hancock (S)		A	
Hancock / 213th		A	
San Rafael / 213th		A	
214th San Rafael		A	
Lachenview/220th		A	
Alton/Fairview Lake Way		A	Paint is present. But needs extending by 5ft
Alton Ct/Alton		A	

**NO PARKING WITHIN 15 FEET OF A STOP SIGN**

(E = EXISTING; A = ADD)

218th/Fairview Lake Way		A	
Fairview Lake Ct/ Fairview Lake Way		A	
217th/Fairview Lake Way (S)		A	Review - may not need
217th / Fairview Lake Way (N)		A	
216th/ Fairview Lake Way		A	To driveway
215th/Fairview Lake Way		A	
214th/Fairview Lake Way (S)		A	
214th/Fairview Lake Way (N)		A	
213th/Shore Dr		A	
213th/ Fairview Lake Way		A	
211th/ Fairview Lake Way		A	
211th/ Shore		A	
207th/ Fairview Lake Way		A	
NE Shore/207th		A	
206th/ Lakeside		A	
N 206th/Shore (N)		A	Traffic islands making pavement < 20ft
206th/Shore (S)		A	Traffic islands making pavement < 20ft
204th / Fairview Lake Way		A	
Shoreview Dr/204th		A	
203rd/ Fairview Lake Way		A	
203rd/202nd		A	
202nd/ Fairview Lake Way		A	
Heron Shores/ Fairview Lake Way		A	
Fairview Lake Way / Interlachen		A	
Fairview Lake Way / 223rd		A	
Shaw/Bridge St		A	
228th/Bridge St		A	
229th/Bridge St		A	
230th/Bridge St		A	
1st/Main St (N)		A	
5th Court / Lincoln		A	
Main/5th (W)		A	
Main/5th (E)		A	
213th/Halsey		A	
Weidler/213th (S)		A	
Weidler/213th (N)		A	

**NO PARKING WITHIN 5 FEET OF AN ALLEY ENTRANCE**

(E = EXISTING; A = ADD)

Location	Parking Regulation	E/A	Comments
800 Block - Pacific		A	Alleys need markings on both sides
700 Block - Pacific		A	
Opposite 1034 Park, north of Multnomah		A	
Opposite 1322 Multnomah		A	
22171 Park		A	
971 Pacific		A	
22136 Chinook		A	
22048 Chinook		A	
1549-1519 Market - south side adj turtles		A	
Opposite 772 Clear Creek		A	
Opposite 21980 Park		A	
21870 Park		A	
1310 Park		A	
1512 Park		A	
1535 Market		A	
1505 Village		A	



**FAIRVIEW POLICE DEPARTMENT  
MONTHLY ACTIVITY REPORT  
JUNE 2015**



GENERAL STATISTICS/TYPE	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	TOP 5 TRAFFIC CITE CHARGES	
Dispatched Incidents	380	1,932	1,831	5.52%	Driving Uninsured 22	
Officer Initiated Incidents	282	1,862	1,718	8.38%	Driving While Suspended 19	
Total Number of Incidents	662	3,794	3,549	6.90%	Speeding 10	
Number of Apartment Incidents	77	394	394	0.00%	No Operators License 5	
Police Reports Filed	50	303	353	-14.16%	Expired Tags 4	
Reports Cleared by Arrest	N/A	N/A	156	N/A	<b>ALARM ADMINISTRATION REPORT</b>	
Reports Closed by Suspend	N/A	N/A	172	N/A	Renewals Billed 0	
Reports Closed by Pending	N/A	N/A	22	N/A	Renewal Fees Collected \$0	
Reports Closed by Referred	N/A	N/A	1	N/A	Senior Exempt Permits 1	
Reports Cleared by Exceptional	N/A	N/A	2	N/A	New Permits Issued 1	
Reports Cleared by Unfounded	N/A	N/A	1	N/A	1st False Alarm 7	
Traffic Contacts	228	1,430	1,068	33.90%	2nd False Alarm 2	
Citations Issued (Charges)	75	674	645	4.50%	3rd False Alarm 0	
DUII	1	19	10	90.00%	False Alarm fees billed \$150.00	
Accident Reports	N/A	N/A	41	N/A	Late Charges billed \$0.00	
Gang Contacts	7	47	26	80.77%	Day of most false alarms Thursday	
Community Policing Contacts	157	1,011	687	47.16%	Time most false alarms 17:30	
Foot Patrol Contacts	117	591	703	-15.93%	<b>RED LIGHT CAMERA CITATIONS</b>	
Murders	0	0	0	0.00%	Approved Violations 0	
Chinook Landing Patrol Minutes	1,802	7,739	7,189	7.65%	Violations YTD 419	
Chinook Landing Dispatched	13	48	39	23.08%		
Blue Lake Patrol Minutes	610	2,576	2,875	-10.40%		
Blue Lake Dispatched Incidents	8	15	14	7.14%		
Tow Releases	1	13	10	30.00%		
Vehicles Impounded	N/A	N/A	10	N/A		
Bike Helmet Contacts	2	15	9	66.67%		
Time Off (Days)	26	122	122	0.00%		
Rhino Deployments	0	0	12	-100.00%		
COPP Deployments	0	0	0	0.00%		

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



**FAIRVIEW POLICE DEPARTMENT  
MONTHLY ACTIVITY REPORT**

**JUNE 2015**



SELECTED CALLS FOR SERVICE**	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	SPECIFIC OVERTIME CATEGORIES	HOURS
Abuse/Neglect	0	2	3	-33.33%	Cover Short Shift	33.75
Accident/Injury or Fatal	6	22	19	15.79%	Court	21.50
Accident/Property Damage	7	45	38	18.42%	Traffic Safety Grant	8.75
Assault	8	43	43	0.00%	Gang Unit	69.50
Burglary	4	15	22	-31.82%	Presentations/Meetings	8.00
Domestic Disputes	4	10	8	25.00%	Patrol-End of Shift	14.00
Drugs/Narcotics	3	14	14	0.00%		
Disturbance-Fights-Noise	27	146	191	-23.56%		
Forgery/Fraud	3	16	21	-23.81%		
Hit and Run	7	34	36	-5.56%		
Neighborhood Problem	0	0	0	0.00%		
Runaway/Missing	5	37	36	2.78%		
Sex Offense	2	21	4	425.00%		
Suicide	7	20	19	5.26%		
Suspicious Person or Circumstance	50	282	223	26.46%		
Thefts	19	145	142	2.11%		
Trespass/Prowler	0	0	2	-100.00%		
Vandalism	5	38	35	8.57%		
Vehicles Recovered	2	7	9	-22.22%		
Vehicles Stolen	5	21	27	-22.22%		
Death(Not Suicide/Murder)	1	7	1	600.00%		

\*\*Coded at time of dispatch. not final disposition

*Partnership, Innovation, Communication, Empowerment*



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



Prepared by Sergeant Kirby

June 2015

## SCHOOL RESOURCE OFFICER (SRO) MONTHLY REPORT

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

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

	This Month	Year to Date
Student Interventions	18	182
Assist Faculty with Problem	26	242
Meeting with Parents/Guardians	12	44
Classroom Presentations	0	0
Welfare Check/Home Check	1	47
Gang Affiliation Contacts	2	10



# Fairview Police Department

## SUPERVISORS REPORT TO CHIEF AND COUNCIL

### MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Prepared by Sergeant Kirby

June 2015

### Major Crimes Team (MCT) Report

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

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

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

There were no MCT activations during the month of December. Officer Robertson continued his work on the Blue Lake Park homicide by making preparations for upcoming court proceedings.



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



Prepared by Sergeant Kirby

June 2015

**Detectives Monthly Report**

CASES ASSIGNED	TOTAL	YTD
Fairview police cases assigned for investigation follow-up	2	13
Outside police agency cases received and referred to investigator	0	9
DHS cross reporting cases referred to investigator and Child Abuse Team cases	6	12
Domestic Violence cases referred for investigator follow-up	1	3
Domestic Violence cases Review Only-No Action Required	3	3
Outside Agency Reports Reviewed	0	0
<b>MISCELLANEOUS ASSIGNMENTS</b>	<b>TOTAL</b>	<b>YTD</b>
Investigative Assists-Fairview	2	2
Investigative Assists-Outside Agency	1	4
Sex Offenders Assessed/Interviewed	14	69
Sex Offenders Arrested	1	1





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



Prepared by: Sergeant Kirby

June 2015

**Vehicular Crimes Team (VCT) Monthly Report**

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

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

There were \_\_\_ VCT activations resulting from a crash inside Fairview city limits during the month of January.

Officer	Date	Venue Agency	Overtime Hours	Regular Hours	Type of Callout



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



Prepared by: Sergeant Kirby

June 2015

**Neighborhood Response Team (NRT) Monthly Report**

The NRT will generally try to conduct assignments on overlap Wednesdays. This is when we have the most available officers to conduct assignments. One of our NRT overlap Wednesday activities for the month of January consisted of Another assignment consisted of We generally will have 4 assigned overlap Wednesdays for the month; however we only completed \_\_\_ days this month due to low staff levels.

Activity	This Month	Year To Date
Contacts		
Gang Contacts		
Felony Arrests/Charges		
Misdemeanor Arrests/Charges		
Citations Issued		
Weapons Seized		
Narcotics Seized/Weight		
Cases Assigned		
Cases Closed		
Overlap Assignments		







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



			Total Hours: 72 Hours
--	--	--	-----------------------



# Fairview Police Department

## SUPERVISORS REPORT TO CHIEF AND COUNCIL

### MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Prepared by: Sergeant Meyer

May, 2015

### East Metro Gang Enforcement Team (EMGET) Report

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

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

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

	May, 2015	Year to date
Community Contacts	183	1330
Contacts with Suspected Gang Members/Gang Associates	69	355
New Gang Members Documented	7	21
Felony Arrests	9	138
Misdemeanor Arrests	7	37
Weapons Seized	9	39
Community Presentations	0	4
Cases Referred to District Attorney	8	22
Time Spent in Fairview	8	40



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



**Heslin House Museum**  
**Annual Report: June 2014 – May 2015**

**Highlights:**

- We signed a revised “Agreement and Lease” document with the City in October 2014.
- A new World War II exhibit will open at the Heslin House on June 20, 2015
- We continue to accept artifact donations, preserving more of the Fairview-area history.

Our volunteers spent 1630 hours on all projects for our organization and, of this, 580 hours were focused specifically on Heslin House activities. An additional 330 volunteer hours were spent on organizational tasks that support the Heslin House such as membership, newsletter production, publicity, etc.

We invested over \$3700 in this fiscal year on all aspects of the Heslin House project. We spent \$1560 from the Heslin House Fund, \$404 from the Levy Fund for new light fixtures, and an additional \$1745 was spent from Levy Funds that indirectly benefited the Heslin House museum – publicity, consultant services, archival supplies, etc.

**City:**

We hosted the City Council at the Heslin House in July 2014. It was the first time some Council members had been at the museum.

We signed a revised “Agreement and Lease” document with the City in October 2014. This is a significantly different agreement from the past and is much more of a landlord-tenant approach, where the City maintains the exterior of the three buildings and the Society is responsible for the interiors. This also returned the utility expenses to the Society.

**Museum:**

The Museum has been open to the public the third Saturday of every month and every Saturday in July and August. We also open the City Jail as part of this Tour Day. We had 164 visitors this last year.

We began a “FlashAlert” subscription last winter that broadcasts our event information to local TV, Radio and Web sites as one way to increase our visitor counts.

We will open a new World War II exhibit June 20, 2015 and it will run at least through year end. This exhibit will include items from the collection at both of our museums, and we have items being loaned from one collector as well. The Oregon Historical Society is doing a large WW II exhibit this summer, and we hope to attract new/more visitors to the Heslin House as well.

We’ve had many metal/glass/wood Heslin Family artifacts stored in a barn provided by the ever-generous Dave Ripma. Volunteers worked to bring all of these items back to the Heslin Garage, and work is in progress to get these artifacts cleaned, sorted, and assigned a unique number. Some artifacts have been added to the current exhibit, and some are back in storage.

We continued to make progress assigning unique numbers to each artifact, and entering key data regarding each artifact into the PastPerfect Museum Collection Management Software. The bulk of the Heslin Family photographs have been scanned.

We participated in an Oregon Heritage MentorCorps program and we walked a museum professional through both of our museums to assess our handling of the collections. She was impressed with our work and gave us a wealth of additional tips/suggestions that we have put in practice as feasible and affordable.

The collection at the Heslin House is 'open' – we continue to accept artifacts that came from the local area. In this last fiscal year, we had 12 people share their treasures – everything from the plow in the garden to Fairview Depot photographs to trunks to a menu from Chase's Dinners and Brookside Lounge that was on Sandy Boulevard.

### **Buildings:**

One of the key goals for this year was to improve the interior lighting on the first floor, and that project is complete! We installed new track lights in all three exhibit rooms and in the kitchen. These lights have four to six bulbs, are adjustable, and look old-fashioned so they compliment the rooms.

We also replaced the porch lights on the north side of the house and both exterior lights on the garage. The prior fixtures were bright brass circa 1980 and did not fit the age of the structures.

A plaque in memory of Jim Raze was added to the garage in September 2014 as he was the driving force behind the construction of this key storage facility.

We have work in progress to design/replace the gingerbread on the north porch of the House. We are using historic photographs and pieces of the original gingerbread to rebuild this as authentically as possible. The lumber has been purchased and this project should be complete by the end of the year.

We have also been working on the National Register of Historic Places submission for the City Jail. We expect to finalize this effort in time for the next review cycle which starts in November.

### **Grounds:**

The volunteers spent 235 hours in the garden this year, and their efforts are very visible! This work has expanded due to the new rain gardens in both corners of Main Street.

The City added a second water spigot in September 2014, and that has been much appreciated.

Early this spring the City provided us with three yards of garden mulch per our new contract. We were fortunate in getting help from three Volunteers of America volunteers in clearing weeds and spreading this mulch over the garden. We have plans to spread three more yards of this mulch sometime before late fall. Keeping this mulch spread over the garden has helped greatly with weed maintenance and also provides nutrients to the flower beds.

This past year we lost our small Japanese maple in the East garden. We plan to replace it or choose another kind of shrub to take its place. We also added an Exbury azalea and additional perennials.

Our Harlequin Glorybower tree was blown down by the winter winds, but we will be placing another one in a different location. The circular garden on the South side of the house, where this tree sat, is being removed. Most of the plants in this section are being moved to other locations in the gardens, and grass will replace this area. This area will then be ready if the proposed stairway ever becomes reality.

We also placed a donated horse drawn plow in the island garden on the East side with clearance and help from the City. It has added an historical look to the grounds, and fits nicely with the location. Our plans are to have some low growing plants surround the plow.

With the two new rain gardens came more garden space to fill up, especially on the West end of the grounds. We are in the process of adding perennials to secure the bank, and possibly some evergreens as ground covers.

The garden is immensely easier to maintain now than it once was, but it would be great to have a couple more permanent volunteers to work with us. We have also had some incidences of stolen or cut flowers, so we will be putting up new outdoor LED lights, set to a timer, on the East and South side of the house soon.

**Finances:**

Our Society does maintain four funds – the Heslin House Museum, the Zimmerman House Museum, the Levy Funds and the General Society. This allows us to track expenses and income to each specific effort.

The income / expenses for the Heslin House Museum from June 1, 2014 through May 31, 2015 were as follows:

<b>INCOME:</b>	
General Donations	\$260.00
Tour Donations	\$223.00
Sales: Books	\$20.00
<b>TOTAL INCOME</b>	<b>\$503.00</b>
<b>EXPENSES:</b>	
Insurance	\$255.00
Grounds	\$256.00
Maintenance, Supplies	\$139.00
Utilities	\$910.00
<b>TOTAL EXPENSES</b>	<b>\$1,5600.00</b>
<b>Net</b>	<b>(\$1057.00)</b>

Monies from the Society were used to cover the expenses at the Heslin House that exceeded the income.

We have also used a portion of the Multnomah County Levy fund to both directly and indirectly support our work at the Heslin House, including the following:

Archival Materials	\$432
Consultant Services	\$2,750
Exhibit Supplies	\$16
Publicity - FlashAlert and Web site upgrade	\$291
Heslin House: New Lights	\$404
<b>Total</b>	<b>\$3,894</b>

Our Heslin House Museum budget for the 2015/2016 fiscal year was reviewed / approved by the Board and is as follows:

<b>Heslin House Museum Budget</b>		
<b>2015/2016 Budget</b>	<b>Budget Item</b>	<b>Assumption / Comment</b>
<b>INCOME:</b>		
\$200	Tours	
\$250	General Donations	Unsolicited
\$240	Utility Sponsor	Start new program \$120/year, 2 sponsors to start
\$20	General Sales	Sales
\$510	Society Subsidy	Funding from the General Fund
<b>\$1,220</b>	<b>Total Income</b>	
<b>EXPENSES:</b>		
\$800	Utilities	Phone, Gas, Electricity, etc.
\$270	Insurance	15% of \$1800 cost for contents
\$100	Gardens / Grounds	
\$0	Savings	
\$50	Maintenance	
<b>\$1,220</b>	<b>Total Expense</b>	
<b>\$0</b>	<b>Net Expense/Income</b>	

Note that this museum does not pay for itself, and will require a subsidy from other Society funds for more than \$500. The budget is based on our prior year income and expenses. We did host our second Victorian Valentine Tea in February 2015 as a fundraiser for the Society.

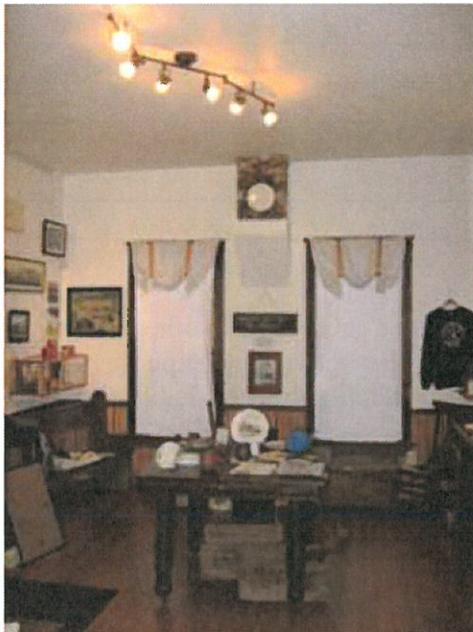
Photos from the Year



Gardens and New Porch Light



Recent Donation



New Track Lighting



Volunteer working on the WW II Exhibit



MINUTES  
ECONOMIC DEVELOPMENT ADVISORY  
COMMITTEE (EDAC) MEETING  
1300 NE Village Street  
Fairview, OR 97024  
May 14, 2015

**PRESENT:**

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

**ABSENT:**

George Lingelbach  
Ted Tosterud, Co-Council Liaison

**PUBLIC:**

Matt Wand

**STAFF:**

Erika Palmer, Development Analyst

**1. CALL TO ORDER:**

Chair Hurford called the meeting to order at 5:56 p.m.

**2. ROLL CALL**

Chair Hurford identified who was present by roll call.

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

None

**4. ADOPTION OF MINUTES**

EDAC member EDAC Delano moved to approve the April 9, 2015 minutes; EDAC member Pelfrey seconded. Chair Hurford, asked for his name to be corrected.

The motioned passed with noted corrections, unanimously.

**5. COUNCIL LIASON UPDATE**

Co-Council Liaison Kreamier, stated that the Council is in the process of reviewing the Vacant Land Incentive program. Council has asked for EDAC to review it and provide additional input and recommendations.

EDAC reviewed the proposed program.

EDAC member Pelfrey asked, why isn't new residential housing included? EDAC member Delano, asked who came up with the \$675,000

Co-Council Liaison Kreamier, said that no parameters have been set in stone and the figure amounts as presented may change and EDAC can provide a recommendation to council.

EDAC member Pelfrey stated that \$500,000 sounds reasonable. EDAC member Delano said that the city still needs to support small business owners and does this program support them? Co-Council Liaison Kreamier, stated that he would support lowering the numbers down and agreed with EDAC member Delano that small business owners often need a break and council would like to spur development big or small.

Chair Hurford, posed the question that the city could review certain fees such as SDC's and suggested that waiving all fees except for third party fees would be an incentive to developers and business owners. Any fee that does not have to be reimbursed should be waived. EDAC should pursue the dialogue and discussion that any fee reduction that does not adversely affect the budget should be reviewed and considered.

EDAC member Pelfrey said the development of residential construction should be considered in the program.

EDAC member Ziegler, said that the word vacant conflicts with the wording, "existing businesses." Does this also mean expansion and/or remodels?

EDAC member Anderson stated that there could be a blend of the two options and the fees could be set lower.

Chair Hurford stated that it would be good for EDAC to review this program over the next month and provide a recommendation to Council.

## **6. HALSEY CORRIDOR UPDATE**

EDAC Chair Hurford stated that everyone is getting on board with the corridor plan concept and representation from each city will be key – all three cities must share a vision and understand that not all areas along the corridor will be developed but we should be looking at what kinds of future investments are needed and where.

EDAC member Tlustos-Arnold stated that the West Gorge Chamber wants to be involved in this project and that they feel they will be more impartial.

Chair Hurford stated that there will be several stakeholders on this project: the three cities (Fairview, Wood Village, and Troutdale), EDAC, West Gorge Chamber of Commerce, East Multnomah Economic Alliance (EMEA), Multnomah County and possibly others.

Chair Hurford asked EDAC if Matt Wand could speak and the committee agreed.

Mr. Wand stated that there needs to be a mechanism to bring everyone together and that an IGA (Inter-Governmental Agreement) could bring everyone to the table for buy-in. The IGA would describe participation and staffing of developing a scope of work. The city at this time can decide who the stakeholders are and put it on paper for agreement. The IGA could describe the make-up for a committee to work on this project, the goals, the timeframe of the project and how it is funded.

EDAC member Anderson stated that maybe a casual get together to test the waters would be helpful.

Erika Palmer, Development Analyst stated that the city is working with both Wood Village and Troutdale on a Metro CET grant that would provide a funding mechanism to move forward on this project. The grant is due June 1<sup>st</sup>, 2015 and would be award in the early fall if it was selected.

Chair Hurford stated that Development Analyst, Palmer would be writing a letter of support that he would sign for EDAC.

Co-Council Liaison Kreamier said that is staff could prepare a draft of the IGA and then the mayors would be able to discuss it at that point.

Chair Hurford, closed the discussion.

**7. STAFF UPDATES**

Staff is preparing draft language for development code changes for the following:

- To allow electric fencing within the General Industrial zone
- To allow riparian buffer averaging within natural resource areas to provide additional building flexibility onsite.
- Reducing the setback of 55 ft. to 35 ft. on Fairview Lake.

EDAC Chair, Tlustos-Arnold asked staff the branding meeting with Karen Schaaf from the West Gorge Chamber. Development Analyst, Palmer stated that the department is currently short staffed and apologized for any confusion about a meeting date. She said that she will contact Karen Schaff to place this item on the agenda for the meeting in June.

**8. COUNCIL UPDATE**

Chair Hurford, asked Co-Council Liaison Kreamier to ask council about conducting a parking study for Village Street.

Co-Council Liaison Kreamier asked if staff could bring the impervious surface study to EDAC so that the committee can review how it will affect business owners.

EDAC member, Tlustos-Arnold moved to adjourn the meeting and EDAC member, Delano seconded.

Chair Hurford adjourned the meeting at 7:15 p.m.

\_\_\_\_\_  
**Dean Hurford-Chair EDAC**

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

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

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



MINUTES  
PLANNING COMMISSION MEETING  
1300 NE Village Street  
Fairview, OR 97024  
Tuesday, June 23, 2015

PRESENT: Ed Jones, Chair  
Keith Kudrna, Vice Chair  
Jack McGiffin  
Gary Stonewall  
Steve Kaufman  
Julius Arceo  
Greg Walczyk

STAFF: Erika Palmer, Senior Planner  
Devree Leymaster, City Recorder

**1. CALL TO ORDER**

Chair Jones called the meeting to order at 6:30 PM.

**2. CITIZENS WISHING TO SPEAK ON NON-AGENDA ITEMS**

Chair Jones inquired if any person would like to speak on a non-agenda item, hearing none moved to approval minutes.

**3. REVIEW AND ADOPT MINUTES**

Commissioner Stonewall moved to approve the May 26, 2015 minutes and Commissioner Kaufman seconded. The motion passed unanimously.

**4. PUBLIC HEARING**

**a. Application 2015-28-ZC Buffer Averaging**

Chair Jones read the legislative hearing statement. Senior Planner Palmer summarized the text amendment is to amend FMC Chapter 19.106 to allow the use of buffer averaging in the 40 ft., 55 ft., and 80 ft., Riparian Buffer Protected Areas. She reviewed the definition of buffer averaging and the maximum reductions allowed for buffer averaging. She provided corrected text for FMC 19.106.040(E)(1)(a): criteria for buffer averaging. (*Exhibit A*) The proposed method is a sliding scale and provides maximum flexibility for developers. The code language includes standards and the criteria a developer would need to provide for mitigation. It would be a Type III application process that will require Planning Commission approval. Buffer averaging will not result in the loss of water quality or habitat functions. All applicable criteria have been met. No public comment was received. There was one information/clarification inquiry.

Commissioner Kaufman clarified that development to a stream would not be permitted. Senior Planner Palmer replied no, development to a stream edge would not be permitted.

Commissioner Stonewall noted most areas are already developed; there are few sites left that would benefit from this option. Senior Planner Palmer clarified a commercial area that wanted to redevelop could use the option; existing residential could not, but new residential could.

Chair Jones recommended using “equivalent” vs. “additional” in the buffer averaging definition language. The Commission agreed.

Chair Jones opened the public hearing; hearing no requests to speak, Chair Jones closed the public hearing.

Commissioner Kaufman moved to recommend approval of Application 2015-28-ZC Buffer Averaging to City Council with the correction as read by staff (*Exhibit A*) and the definition correction: replace additional with equivalent. Commissioner Stonewall seconded. The motion passed unanimously.

AYES: 7  
NOES: 0  
ABSTAINED: 0

**5. STAFF UPDATES**

Senior Planner Palmer reported the next meeting is TBD. Staff is working on draft code amendments regarding electric fences and Fairview Lake buffer.

**6. COMMISSION UPDATES**

Commissioner Kaufman inquired if there was any information regarding the property across from Bumpers or the property adjacent to Bumpers. Senior Planner Palmer replied an application for the property across is anticipated in early September. Staff has no information regarding the adjacent property.

Vice Chair Kudrna reported this year's Fairview on the Green will include a Cruise In. The event is August 22 in Fairview Community Park.

**7. TENTATIVE AGENDA – TBD**

**8. ADJOURNMENT**

Meeting adjourned by consensus at 6:56 PM.

Ed Jones, Chair

---

Devree A. Leymaster  
City Recorder

---

Date: \_\_\_\_\_

# EXHIBIT A

Planning Commission

Application 2015-28-ZC Buffer Averaging

Section 19.106.040.E

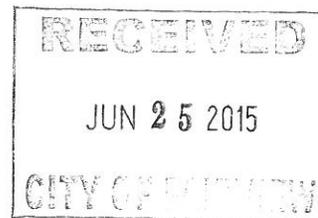
1. The criteria for buffer averaging:

(a) The Resource Protection Area may not be reduced more than 60% (or 24 ft.) in the 40 ft. Resource Protection Area, 50% in the 55 ft. Resource Protection Area (or 27.5 ft.) and 40% in the 80 ft. Resource Protection Area (or 32 ft.)



Government Finance Officers Association  
203 N. LaSalle Street - Suite 2700  
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806



June 18, 2015

Samantha D. Nelson  
City Administrator  
City of Fairview  
PO Box 337  
Fairview OR 97024

Dear Ms. Nelson:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **June 30, 2014** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An award for the Certificate of Achievement has been mailed to:

**Lesa M. Folger**  
**Deputy Finance Director**

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, [www.gfoa.org](http://www.gfoa.org).

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,  
Government Finance Officers Association

Stephen J. Gauthier, Director

Technical Services Center

SJG/ds



Government Finance Officers Association  
203 N. LaSalle Street - Suite 2700  
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

06/18/2015

NEWS RELEASE

For Information contact:  
Stephen Gauthier (312) 977-9700

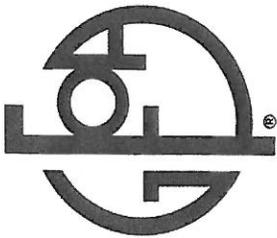
(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Fairview** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

**Finance Department, City of Fairview**

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



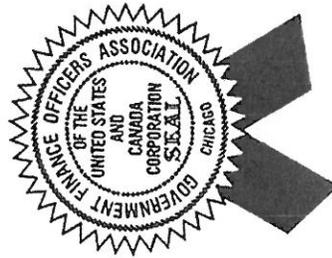
The Government Finance Officers Association  
of the United States and Canada

*presents this*

# AWARD OF FINANCIAL REPORTING ACHIEVEMENT

*to*

**Finance Department**  
City of Fairview, Oregon



*The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.*

Executive Director

A handwritten signature in black ink, reading 'Jeffrey R. Egan'.

Date June 18, 2015



By Check Number

Vendor Number Payable #	Vendor Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount	Payment Amount Payable Amount	Number
<b>Bank Code: US BANK-OPERATING ACCOUNT</b>						
00019	ADVANCED METAL & WIRE	06/26/2015	Regular	0.00	1,890.00	61065
<u>56091</u>	Invoice	06/03/2015	3 PCS PIPE	0.00	315.00	
<u>56092</u>	Invoice	06/03/2015	2 PCS PIPE	0.00	1,575.00	
00030	ALLWOOD RECYCLERS, INC.	06/26/2015	Regular	0.00	594.00	61066
<u>2920190B</u>	Invoice	06/01/2015	SPRING CLEAN UP	0.00	594.00	
01305	BRENTAG PACIFIC, INC.	06/26/2015	Regular	0.00	913.27	61067
<u>BPI530942</u>	Invoice	06/11/2015	SODIUM HYPOCHLORITE	0.00	594.01	
<u>BPI530943</u>	Invoice	06/11/2015	SODIUM HYPOCHLORITE	0.00	319.26	
01761	BRETTHAUER OIL CO.	06/26/2015	Regular	0.00	193.31	61068
<u>CL15044</u>	Invoice	06/15/2015	PD FUEL	0.00	193.31	
00113	BROWN AND CALDWELL, INC	06/26/2015	Regular	0.00	695.50	61069
<u>147754</u>	Invoice	06/16/2015	NPDES SUPPORT APRIL - MAY 2015	0.00	695.50	
01108	BUDGET TROPHIES & ENGRAVING	06/26/2015	Regular	0.00	60.00	61070
<u>3685</u>	Invoice	06/23/2015	DATE STAMP FOR COURT	0.00	60.00	
00178	CITY OF GRESHAM	06/26/2015	Regular	0.00	132.34	61071
<u>INV0019193</u>	Invoice	07/08/2015	STORMWATER / POLICE FIRE PARKS FEE	0.00	132.34	
00179	CITY OF PORTLAND	06/26/2015	Regular	0.00	1,824.53	61072
<u>10186896</u>	Invoice	07/09/2015	PD RADIO COMMUNICATION -MAY 2015	0.00	1,824.53	
00213	COPYTRONIX	06/26/2015	Regular	0.00	177.25	61073
<u>IN489675</u>	Invoice	06/10/2015	PW COPIER PAYMENT FINAL PAYMENT K	0.00	177.25	
00253	DEVREE LEYMASTER	06/26/2015	Regular	0.00	172.50	61074
<u>INV0019196</u>	Invoice	06/07/2015	TRAVEL MEETING MILEAGE	0.00	172.50	
00293	DIAL TEMPORARY HELP SERVICES, II	06/26/2015	Regular	0.00	543.60	61075
<u>289826</u>	Invoice	06/10/2015	TEMP/HELP GALLAGHER - WEEK ENDING	0.00	543.60	
00314	FASTENAL COMPANY	06/26/2015	Regular	0.00	235.11	61076
<u>ORPO833297</u>	Invoice	06/11/2015	C-FOLD REPLACEMENT PAPER TOWEL/2 P	0.00	182.88	
<u>ORPO833298</u>	Invoice	06/11/2015	40-45 GALLON TRASH LINER	0.00	52.23	
00319	FERGUSON ENTERPRISES INC.	06/26/2015	Regular	0.00	25.00	61077
<u>3358851</u>	Invoice	06/09/2015	DOUBLE FIXTURE TEE	0.00	25.00	
00327	FLINT TRADING, INC.	06/26/2015	Regular	0.00	3,546.95	61078
<u>18355</u>	Invoice	06/08/2015	WHITE LINE / STRAIGHT ARROW	0.00	3,546.95	
01042	FRONTIER COMMUNICATIONS NOR	06/26/2015	Regular	0.00	71.49	61079
<u>INV0019200</u>	Invoice	06/16/2015	WELL- #8 INTERNET	0.00	71.49	
00498	GARY KIRBY	06/26/2015	Regular	0.00	181.58	61080
<u>INV0019201</u>	Invoice	06/19/2015	UNIFORM ALLOWANCE REIMBURSEMENT	0.00	181.58	
00125	GLACIER NORTHWEST, INC.	06/26/2015	Regular	0.00	319.02	61081
<u>92452523</u>	Invoice	05/20/2015	3/4 -0 BASE AGGREGATES	0.00	82.01	
<u>92461317</u>	Invoice	05/27/2015	3/4 -0 BASE AGGREGATES	0.00	147.18	
<u>92556650</u>	Invoice	05/14/2015	3/4 -0 BASE AGGREGATES	0.00	89.83	
00370	GRAINGER	06/26/2015	Regular	0.00	72.10	61082
<u>9761223131</u>	Invoice	06/08/2015	PW ATTIC FAN	0.00	72.10	

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	
00402	HD SUPPLY WATERWORKS LTD	06/26/2015	Regular	0.00	2,098.48	61083
<u>D879016</u>	Invoice	06/08/2015	PW RESETTER NO LEAD	0.00	804.33	
<u>E000219</u>	Invoice	06/17/2015	PW NEPTUNE 2" / ANTENNA	0.00	741.25	
<u>E022175</u>	Invoice	06/12/2015	COR-TEN BOLTS. HEX BOLTS & NUT KIT	0.00	552.90	
00417	HORIZON DISTRIBUTORS, INC.	06/26/2015	Regular	0.00	1,211.00	61084
<u>2T072813</u>	Invoice	06/02/2015	PARKS TOOLS & SUPPLIES	0.00	619.14	
<u>2T072934</u>	Invoice	06/03/2015	PARKS TOOLS & SUPPLIES	0.00	194.26	
<u>2T073287</u>	Invoice	06/08/2015	PARKS TOOLS & SUPPLIES	0.00	75.00	
<u>2T073289</u>	Invoice	06/08/2015	PARKS -TOOLS & SUPPLIES	0.00	103.00	
<u>2T073359</u>	Invoice	06/09/2015	PARKS TOOLS & SUPPLIES	0.00	219.60	
00434	INTEGRA TELECOM OF OREGON, INC	06/26/2015	Regular	0.00	1,280.69	61085
<u>13055987</u>	Invoice	06/11/2015	PD- INTERNET / TELEPHONE SERVICE	0.00	1,065.79	
<u>13055987B</u>	Invoice	06/11/2015	PW- INTERNET	0.00	75.38	
<u>13055987C</u>	Invoice	06/11/2015	CITY SHOP -TELEPHONE	0.00	40.32	
<u>13055987D</u>	Invoice	06/11/2015	COMMUNITY CENTER -INTERNET	0.00	99.20	
00522	LES SCHWAB TIRES	06/26/2015	Regular	0.00	28.31	61086
<u>20100430069</u>	Invoice	06/15/2015	LOOSE FLAT / DELUXE LAWN GARDEN TU	0.00	28.31	
00538	LOOP HI-WAY TOWING	06/26/2015	Regular	0.00	76.00	61087
<u>10529</u>	Invoice	06/14/2015	PD VEHICLE TOW E240877	0.00	76.00	
01841	MEASUREMENT SPECIALTIES INC	06/26/2015	Regular	0.00	2,804.60	61088
<u>515775</u>	Invoice	04/30/2015	PRESSURE TRANSDUCER & VENT FILTER	0.00	2,804.60	
00596	MOEN MACHINERY INC	06/26/2015	Regular	0.00	465.35	61089
<u>428265</u>	Invoice	06/02/2015	PULLEY REPAIR FOR BLOWER	0.00	147.16	
<u>428266</u>	Invoice	06/25/2015	STIHL BLOWER	0.00	198.24	
<u>429309</u>	Invoice	06/15/2015	PARKS - SPRAYER	0.00	119.95	
00615	MULTNOMAH COUNTY OREGON	06/26/2015	Regular	0.00	848.00	61090
<u>1815043118</u>	Invoice	05/31/2015	INMATE WORK CREW -MAY 2015	0.00	848.00	
00806	MULTNOMAH COUNTY SCHOOL DIS	06/26/2015	Regular	0.00	749.61	61091
<u>20152789</u>	Invoice	06/11/2015	PW FUEL CONTRACT	0.00	749.61	
00648	NORTHWEST NATURAL	06/26/2015	Regular	0.00	55.49	61092
<u>INV0019225</u>	Invoice	06/18/2015	SHOP - GAS HAEAT	0.00	39.80	
<u>INV0019226</u>	Invoice	06/18/2015	COMMUNITY CENTER -GAS HEAT	0.00	15.69	
01283	NURSERY CONNECTION LLC	06/26/2015	Regular	0.00	304.00	61093
<u>99142</u>	Invoice	06/04/2015	PARKS - PLANT MARVEL GENERAL PURPO	0.00	304.00	
00654	NW EARTHMOVERS	06/26/2015	Regular	0.00	1,006.80	61094
<u>0068580</u>	Invoice	06/02/2015	SMALL TRACTOR FLAT REPAIR	0.00	67.00	
<u>0069102</u>	Invoice	06/09/2015	COOPER DISCOVER /COMPUTER BALANC	0.00	939.80	
00676	OFFICEMAX-A BOISE CO.	06/26/2015	Regular	0.00	294.23	61095
<u>771388</u>	Invoice	06/10/2015	PD OFFICE SUPPLIES	0.00	298.70	
<u>778939</u>	Invoice	06/10/2015	PW OFFICE SUPPLIES	0.00	7.50	
<u>CM0000235</u>	Credit Memo	06/11/2015	PW OFFICE SUPPLIES CREDIT	0.00	-7.50	
<u>CM0000236</u>	Credit Memo	06/09/2015	ADMIN - OFFICE SUPPLIES CREDIT	0.00	-4.47	
00747	PITNEY BOWES	06/26/2015	Regular	0.00	1,266.00	61096
<u>6910385-JN15</u>	Invoice	06/13/2015	MAIL MACHINE / FOLDER INSERTER	0.00	1,266.00	
00020	PORTLAND ADVENTIST MEDICAL CE	06/26/2015	Regular	0.00	600.00	61097
<u>61559</u>	Invoice	06/10/2015	AUDIO VAN SET UP/ TEAR DOWN FEE	0.00	600.00	
00758	PORTLAND GENERAL ELECTRIC	06/26/2015	Regular	0.00	17.85	61098
<u>0000316927</u>	Invoice	06/15/2015	EXCESS TRANSFORMER CAP	0.00	17.85	
00490	SMOKE & MIRRORS	06/26/2015	Regular	0.00	750.00	61099

Check Register

Packet: APPKT01525-06/25/2015 AP RA

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>INV0019216</u>	Invoice	05/15/2015	NETWORK SUPPORT - MAY 2015	0.00	750.00	
00674	U.S. BANKCORP EQUIPMENT FINAN	06/26/2015	Regular	0.00	576.00	61100
<u>280574682</u>	Invoice	06/10/2015	CONTRACT PAYMENT MPC4502 COPIER	0.00	251.00	
<u>280767195</u>	Invoice	06/14/2015	CONTRACT PAYMENT C754E COPIER	0.00	325.00	
01557	WATER SYSTEMS ENGINEERING, INC	06/26/2015	Regular	0.00	380.00	61101
<u>24336</u>	Invoice	06/03/2015	MONITORING ANALYSIS/ LABORTORY DIS	0.00	380.00	
01318	XYLEM WATER SOLUTIONS USA, INC	06/26/2015	Regular	0.00	4,517.00	61102
<u>3556845674</u>	Invoice	06/03/2015	FAIRVIEW LAKE CABLE REPLACEMENT	0.00	4,517.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	60	38	0.00	30,976.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>60</b>	<b>38</b>	<b>0.00</b>	<b>30,976.96</b>



By Check Number

Vendor Number Payable #	Vendor Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
<b>Bank Code: US BANK-OPERATING ACCOUNT</b>						
01843 <u>INV0019244</u>	ABELARDO JARA BERROCAL Invoice	06/26/2015 06/24/2015	Regular JUDGE REDUCED FINE	0.00 0.00	50.00 50.00	61103
01845 <u>INV0019246</u>	CHRISTOPHER LORING Invoice	06/26/2015 06/24/2015	Regular COURT REFUND	0.00 0.00	65.00 65.00	61104
01850 <u>INV0019251</u>	DANIEL STOKES Invoice	06/26/2015 06/24/2015	Regular COURT REFUND COMPLETED DRIVERS SA	0.00 0.00	115.00 115.00	61105
01851 <u>INV0019252</u>	EILEEN ELLIS Invoice	06/26/2015 06/24/2015	Regular COURT REFUND COMPLETED DRIVER SAF	0.00 0.00	115.00 115.00	61106
01852 <u>INV0019253</u>	EVELYN PELAYO Invoice	06/26/2015 06/24/2015	Regular COURT REFUND JUDGE REDUCED FINE	0.00 0.00	50.00 50.00	61107
01846 <u>INV0019247</u>	JANET HEDUM Invoice	06/26/2015 06/24/2015	Regular COURT REFUND	0.00 0.00	65.00 65.00	61108
01848 <u>INV0019249</u>	MICHAEL BRENNAN Invoice	06/26/2015 06/24/2015	Regular COURT REFUND	0.00 0.00	50.00 50.00	61109
01853 <u>INV0019254</u>	MISTY LIGHT Invoice	06/26/2015 06/24/2015	Regular COURT REFUND COMPLETED DRIVER SAF	0.00 0.00	115.00 115.00	61110
01849 <u>INV0019250</u>	MURIEL AKANA Invoice	06/26/2015 06/24/2015	Regular COURT REFUND JUDGE REDUCED FINE	0.00 0.00	50.00 50.00	61111
01842 <u>INV0019243</u>	ROBERT CRAVER Invoice	06/26/2015 06/24/2015	Regular COURT REFUND	0.00 0.00	265.00 265.00	61112
01854 <u>INV0019255</u>	SANDRA WHITE Invoice	06/26/2015 06/24/2015	Regular COURT REFUND	0.00 0.00	115.00 115.00	61113
01844 <u>INV0019245</u>	SOUMALY LUANGHASY Invoice	06/26/2015 06/24/2015	Regular COURT REFUND	0.00 0.00	331.25 331.25	61114
01847 <u>INV0019248</u>	THOMAS WHIPPLE Invoice	06/26/2015 06/24/2015	Regular COURT REFUND	0.00 0.00	50.00 50.00	61115

**Bank Code US BANK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	13	13	0.00	1,436.25
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
	<b>13</b>	<b>13</b>	<b>0.00</b>	<b>1,436.25</b>



City of Fairview

# Check Register

Packet: APPKT01528 - 6/26/15

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: US BANK-OPERATING ACCOUNT</b>						
01855	JAY SCHUNKE	06/26/2015	Regular	0.00	40.00	61116
<u>INV0019257</u>	Invoice	06/25/2015	COURT REFUND - DISMISSED	0.00	40.00	
00742	PETTY CASH	06/26/2015	Regular	0.00	50.87	61117
<u>INV0019256</u>	Invoice	06/24/2015	PETTY CASH	0.00	50.87	
00955	TYLER TECHNOLOGIES, INC.	06/26/2015	Regular	0.00	3,750.00	61118
<u>025-122688</u>	Invoice	04/23/2015	COURT MIGRATION - GO LIVE ASSISTANC	0.00	3,750.00	

**Bank Code US BANK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	3	0.00	3,840.87
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>3</b>	<b>3</b>	<b>0.00</b>	<b>3,840.87</b>



City of Fairview

# Check Register

Packet: APPKT01535 - 7/7/2015 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	
01861	HEATHER GLASHEEN	07/07/2015	Regular	0.00	115.00	61123
<u>INV0019366</u>	Invoice	07/06/2015	COURT REFUND DRIVER SAFETY CLASS	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
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>115.00</b>