



MAYOR TED TOSTERUD
COUNCIL PRESIDENT MIKE WEATHERBY COUNCILOR LISA BARTON MULLINS
COUNCILOR CATHI FORSYTHE COUNCILOR NATALIE VORUZ
COUNCILOR KEITH KUDRNA COUNCILOR BRIAN COOPER

FAIRVIEW CITY COUNCIL AGENDA

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

WEDNESDAY, APRIL 5, 2017

WORK SESSION

1. REVIEW DEVELOPMENT INCENTIVE PROGRAM [ASR 26-2017] (CP3-12) 6:00 PM
(Lisa Barton Mullins, Councilor)
2. TWO CITIES RECREATION PROGRAM [25-2017] (CP13-20)
(Ted Tosterud, Mayor & Nolan Young, City Administrator)
3. REVIEW WELL 9 REHABILITATION SERVICE AGREEMENT [24-2017] (CP21-40)
(Allan Berry, Public Works Director)
4. UPDATE STATUS & PRIORITIES OF GOAL OBJECTIVES & TASK LIST

REGULAR SESSION

1. CALL TO ORDER 8:00 PM
ROLL CALL
PLEDGE OF ALLEGIANCE
2. CONSENT AGENDA (A)
 - a. Minutes of March 15, 2017 (CP41-44)
 - b. Authorize the City Administrator to enter into an Agreement for Well 9 Rehabilitation Work: Resolution 12-2017 [ASR 24-2017] (CP 21-40)
 - c. Authorize the City Administrator to enter into an IGA for Right-of-Way Services for the Fairview Segment of the "40 Mile Loop" Trail: Resolution 11-2017 [ASR 27-2017] (CP45-70)
3. PRESENTATION
 - a. Comprehensive Annual Financial Report (CAFR) for Fiscal Year Ended June 30, 2016
(Rob Tremper, CPA & Lesa Folger, Finance Director)
4. PUBLIC HEARING (A)
None.
5. COUNCIL BUSINESS (A)
None.
6. ADJOURNMENT (A)

Ted Tosterud, Mayor

March 30, 2017
Date

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(A) Action requested (I) Information only

NEXT COUNCIL REGULAR MEETING IS APRIL 19, 2017

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

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AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
April 5, 2017	Work Session #1	26-2017

TO: Mayor and City Council
FROM: Nolan K. Young, City Administrator
DATE: March 29, 2017

ISSUE:
Review of the City's Development Incentive Program

RELATED COUNCIL GOALS:
FY 2016-17 Goal Objective 5B: Promote, monitor and provide reports on new Development Incentive Program.

BACKGROUND:
Councilor Lisa Barton Mullins has requested that we place this item on a work session agenda for review by the current Council. Attached are the following exhibits to help the Council with the review:

- Exhibit A: Resolution 15-2016 establishing the current program.
- Exhibit B: 2017 first quarter report of development using the program since it was adopted.
- Exhibit C: The October 7, 2015 recommendation from the Economic Development Advisory Committee that was used to create the current program.
- Exhibit D: Two options previously presented by former City Administrator Samantha Nelson in May of 2015 when the program was first considered.

For further background the Council may wish to look at the Agenda Packets for the following Council Work Sessions (links included) when this issue was discussed:

- [May 13, 2015](#)
- [July 15, 2015](#)
- [September 16, 2015](#)
- [October 7, 2015](#)
- [October 21, 2015](#)
- [November 4, 2015](#)
- [February 17, 2016](#)

DISCUSSION:
Incentive programs are used by governments to create desired activity that they feel will not happen as quickly without the incentive. The intent of our current program is to prompt new residential, commercial and industrial development that creates taxable value that results in revenue to the city that over time will exceed the fees that are waived. The primary question Council's should ask themselves

when considering incentive programs is if there is sufficient balance between the potential cost and the potential benefit to the community.

BUDGET IMPLICATIONS:

Any proposed revision should be reviewed for its impact on the city's current and future budgets.

COUNCIL ALTERNATIVES:

1. Direct staff to review specific or general revisions to the program and bring it back to the Council for further discussion*.
2. Decline to consider revisions to the current Development Incentive Program

*If we consider any revisions to the current program it may be appropriate to grandfather in any projects that have land use approval for a specific time period.



RESOLUTION
(15 - 2016)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL APPROVING
DEVELOPMENT INCENTIVES ON ALL VACANT LAND IN THE CITY**

WHEREAS, the City desires to create more incentives to develop vacant land that is located in the City to spur economic development; and

WHEREAS, the Council has considered several alternatives including those presented by staff, the Economic Development Advisory Committee, and a three-member Council subcommittee; and

WHEREAS, the Council has discussed the different alternatives at several City Council Work Sessions including September 16, 2015, October 7, 2015, and October 21, 2015; and

WHEREAS, Council voted to move forward with an option to provide fee reductions and waivers for certain development on vacant land at its October 21, 2015 meeting.

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

- Section 1** The Fairview City Council hereby authorizes the Vacant Land Development Incentives Program as set forth in the attached Exhibit A.
- Section 2** Resolution 64-2015 is repealed and replaced in its entirety with this Resolution 15-2016.
- Section 3** This resolution is and shall be effective from and after its passage by the City Council and shall expire and sunset on June 30, 2018.

Resolution adopted by the City Council of the City of Fairview, this 17th day of February, 2016.



Mayor, City of Fairview
Ted Fosterud

ATTEST



City Recorder, City of Fairview
Devree Leymaster

2-19-2016

Date

Exhibit A
Tier II
City of Fairview Vacant Land Development Incentive Program

The Vacant Land Development Incentive Program provides incentives to develop vacant land with a minimum new construction investment level of \$675,000. For purposes of this Program, “vacant land” means developable land.

Program Incentives:

- Waiver of business license fee for first year of operation (if applicable). Fees savings of up to \$75.
- 0.75% of building valuation applied as credit toward the applicable fees listed below*:
 - Building Permit Fee
 - Building Plan Review
 - Fire, Life & Safety Plan Review
- Waiver of all SDC fees.

* A maximum credit up to 0.75% of building valuation shall be applied. Credits cannot exceed the expenditure paid to another agency for any fee; if fees collected do not cover the cost paid by the City to any other agency; those costs will not be credited and will need to be paid by developer/property owner before a Certificate of Occupancy is issued.

Program Eligibility:

- The developer/property owner will legally construct a building for occupancy on land that is vacant before any construction occurs.
- Vacant land that, after development, will be exempt from property taxes will not be eligible for this Program.
- Developers/property owners of vacant land are only eligible for one of the following for each development:
 - The Vacant Land Development Incentive Program
 - The Enterprise Zone Incentive Program, or
 - The Vertical Housing Tax Credit
- The developer/property owner must receive applicable final planning approvals (i.e. design review) on or before June 30, 2018 and must submit an application for a building permit on or before June 30, 2019.

Tier I
City of Fairview Vacant Land Development Incentive Program

The Vacant Land Development Incentive Program provides incentives to develop vacant land with a minimum new construction investment level of \$0 to \$674,999.

For purposes of this Program, “vacant land” means developable land.

Program Incentives:

- Waiver of business license fee for first year of operation (if applicable). Fees savings of up to \$75.
- 0.75% of building valuation applied as credit toward the applicable fees listed below*:
 - Building Permit Fee
 - Building Plan Review
 - Fire, Life & Safety Plan Review
- Waiver of all SDC fees with the exception that residential pay all applicable Park SDC's.

*A maximum credit up to 0.75% of building valuation shall be applied. Credits cannot exceed the expenditure paid to another agency for any fee; if fees collected do not cover the cost paid by the City to any other agency; those costs will not be credited and will need to be paid by developer/business owner before a Certificate of Occupancy is issued.

Program Eligibility:

- The developer/property owner will legally construct a building for occupancy on land that is vacant before any construction occurs.
- Vacant land that, after development, will be exempt from property taxes will not be eligible for this Program.
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 - The Vacant Land Development Incentive Program
 - The Enterprise Zone Incentive Program, or
 - The Vertical Housing Tax Credit
- The developer/property owner must receive applicable final planning approvals (i.e. design review) on or before June 30, 2018 and must submit an application for a building permit on or before June 30, 2019.

DEVELOPMENT INCENTIVE PROGRAM REPORT

Permit Number	Type	Date of Issue	Address	Park SDCs	Water SDCs	Sewer SDCs	Storm SDCs	Total Due	Waived Fees	Total Amount Paid	Completion Date	Building Reimbursement
2016												
First Quarter												
20160011	Tier I	02/17/2016	559 Depot St	\$2,040.29	\$3,303.00	\$2,939.00	\$483.00	\$8,765.29	\$6,725.00	\$2,040.29	08/15/2016	\$1,722.81
20160012	Tier I	02/17/2016	529 Depot St	\$2,040.29	\$3,303.00	\$2,939.00	\$483.00	\$8,765.29	\$6,725.00	\$2,040.29	08/03/2016	\$1,249.72
Second Quarter												
20160054	Tier I	04/11/2016	21887 NE Park Ln	\$2,040.29	\$3,303.00	\$2,939.00	\$483.00	\$8,765.29	\$6,725.00	\$2,040.29	08/23/2016	\$1,098.51
20160060	Tier I	04/18/2016	509 Depot St	\$2,040.29	\$3,303.00	\$2,939.00	\$483.00	\$8,765.29	\$6,725.00	\$2,040.29	08/12/2016	\$1,293.08
20160076	Tier I	04/18/2016	21861 NE Park Ln	\$2,040.29	\$3,303.00	\$2,939.00	\$483.00	\$8,765.29	\$6,725.00	\$2,040.29	11/07/2016	\$1,800.00
Third Quarter												
20160113	Tier I	07/11/2016	519 Dept St	\$2,040.29	\$3,303.00	\$2,939.00	\$483.00	\$8,765.29	\$6,725.00	\$2,040.29	11/07/2016	
20160265	Tier I	09/20/2016	1550 NE 208th PL	\$4,080.58	N/A	\$5,878.00	\$966.00	\$10,924.58	\$6,844.00	\$4,080.58		
20160266	Tier I	09/20/2016	1510 NE 208th PL	\$4,080.58	N/A	\$5,878.00	\$966.00	\$10,924.58	\$6,844.00	\$4,080.58		
20160267	Tier I	09/20/2016	1520 NE 208th PL	\$4,080.58	N/A	\$5,878.00	\$966.00	\$10,924.58	\$6,844.00	\$4,080.58		
Fourth Quarter												
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2017												
First Quarter												
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Program Total				\$24,483.48	\$19,818.00	\$35,268.00	\$5,796.00	\$85,365.48	\$60,882.00	\$24,483.48	\$255,743.00	\$7,164.12

Land Use Approval w/o Bldg. Permit

*Land Use Approval Dates

Northbrook Apts	Mixed use (180 units)	Sep-15
All-Stor Back Lot	Commercial	Mar-16
Fairview Apts	Apartments (49 units)	Jan-17

* Land Use Approval Dates are valid for up to two years from approval date to submit for building permits.

Economic Development Advisory Committee (EDAC) Recommendation to Fairview, OR City Council

Subject: Incentives for the Development/Redevelopment of All Properties

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, OR city limits with a minimum construction investment level of \$100,000.
- 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 SDC's 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;
 - 1a- If resulting project does not generate property tax revenue, they must be excluded from this incentive program;
- 2- Where applicable, developers will 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 a combination of both programs; and
- 3- The Council will revisit the waiver program toward the end of the third year to determine if it has been effective and warrants extension.

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

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



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
April 5, 2017	Work Session #2	25-2017

TO: Mayor and City Council
FROM: Nolan K. Young, City Administrator
DATE: March 30, 2017

ISSUE:

Review of the proposed Two Cities Recreation Program with Wood Village.

RELATED COUNCIL GOALS:

FY 2017-18 Goal Objective 3B: Develop, consider and (if approved) implement a two cities recreation program.

PREVIOUS AGENDA STAFF REPORTS:

March 21, 2017 joint meeting with Wood Village City Council ([packet link](#)).

BACKGROUND:

At the March 21st meeting there were a number of questions that the two councils wanted staff to address. Exhibit A is a list of those questions with the answers. This item is on the work session agenda for the council to review those answers.

The schedule discussed, at the joint session, was for both councils to consider authorizing a supplemental budget for May and June to allow for the program to start this summer (exhibit B is that budget) and to authorize negotiation of an IGA for a three year program. Wood Village is to consider it at their April 11th meeting. The Fairview City Council is to consider the issue at its' April 19th meeting. If the Council wishes to move sooner we will have the Resolutions needed available at the April 5th meeting.

BUDGET IMPLICATIONS:

Fairview's cost for this Fiscal Year (May and June) would be \$10,442. These funds are available in other expenditure line items in the General Fund and could be made available with a supplemental budget. We are proposing that Fairview's share for the three year program (see budget in exhibit C) come from reserves, with a plan being developed to sustain the program without use of reserves if extended beyond three years. Total three year cost to the City of Fairview is budgeted at \$197,997. If this approach is approved we would budget \$64,816 in revenue (includes 40% of the net expenses paid by Wood Village) and \$133,389 in expenditure for FY 2017-18 and establish a reserve of \$129,424 for years two and three of the program.

Responses to March 21, 2017 Recreation Questions

1. Are we intending to decrease the proposed budget by the SUN school contribution level, or utilize that \$10,000 for programming or other costs?

The SUN transfers will be cancelled and allocated to the contingency fund at the following levels:

Year One-\$10,000

Year Two-\$15,000

Year Three-\$15,000

2. Who will provide the fiscal reporting and budget format for the program?

The City of Fairview will continue to provide fiscal reporting and budget information for the program.

3. The board composition should be modified to propose

- a. 1 Elected from each community (2)
- b. 2 Citizens from each community (4)
- c. 1 School representative (1)
- d. Staff members for the recreation program and for the cities are not voting members of the board, but are named to attend and support

4. What is the cost for housing the program (office rent, equipment, furniture, machines, etc.), and where is it housed?

The City of Fairview has the current capacity and equipment to house the program with the only additional associated cost being the purchase of a cell phone. (\$40 per month or \$480 per year).

5. What are the recruiting costs and where in the budget are the costs identified for her estimate.

Recruiting costs are minimal. Recruiting mechanisms such as the Cities' websites, the State of Oregon employment website, and LinkedIn are at no cost, and costs for a required posting in the local newspaper and the League of Oregon Cities' Job Board are negligible. The City of Fairview will do the recruitment, and the recreation volunteer board will make final candidate recommendations and selection.

6. How much administrative support is anticipated to be needed, how will it be provided, and what is the cost?

Administrative support will be provided by current staff at the City of Fairview. Fairview has the capacity to provide support for walk-in registrations and minor administrative tasks. All other administrative tasks, including online registration, processing scholarships and sponsorships, grant writing, volunteer management, evaluation, and ongoing community engagement responsibilities will be housed with the Recreation Coordinator.

7. What is the incremental cost for the liability of the program, and is insurance in the budget?

As the host City, the City of Fairview will be responsible for insurance. CIS's initial examination of existing City policies indicate the Cities are covered by "recreational immunity" on City properties. Recreational immunity applies to the City, but will not apply to a negligent employee; however, if the city is insured with CIS, CIS will cover the cost of the employee's defense.

Volunteers and agents are covered like employees by CIS and the Oregon Tort Claims Act. Community partners may require additional coverage for activities on their property with the City named as an additional insured, and this should be addressed in an IGA or MOU.

High risk activities (we have none) require additional coverage, regardless of location.

8. Is there an estimate for the impact the program would have on existing park facilities, both in terms of maintenance costs and any additional personnel that may be needed.

No additional personnel are required for park maintenance. RSD fields have multiple users, and the impact from our occasional recreational use is minimal. The cost for use of the Fairview Community Center should be minimal and covered by the existing budget for that facility. Three area churches have expressed a willingness to make their facilities available at no additional cost.

The expansion of Movie Night to Wood Village requires oversight and training to set up and tear down equipment. A Public Works employee would be necessary two additional nights per year, and costs are accounted for in budget.

9. How will program participants be vetted for qualifying for scholarships, and what will that cost?

Our model will be based on a similar process to Troutdale's. Some scholarship participants may originate from SUN, RSD, or community partner referrals, which already have qualifying demographic information. Vetting will be the responsibility of the Recreation Coordinator, who will gather relevant demographic information, while being cognizant of the sensitive nature of working with clients seeking assistance. Employee time is the only associated cost.

Vetting costs are also relevant to volunteers, and background checks and fingerprinting costs are included in the budget.

10. What is a reasonable "safety net" for a program of this size to assure it can be successfully offered?

\$10,000 will be allocated to a contingency fund from the former transfers to SUN in year one; \$15,000 allocations will follow in years two and three.

11. What local businesses have been approached about the potential for scholarships and how much can we anticipate?

Mayor Tosterud has committed to raise funds through sponsorships. We are developing a fundraising strategy with his assistance. We need to have a program in place before soliciting funds, and an attempt to do otherwise may hurt any future fundraising efforts.

12. Are there similar start up recreation programs we can look to for guidance on what they experienced (in noting the question, the questioner specifically discounted Sherwood and several other examples as not comparable?)

Please see attached Tigard Feasibility Study and Budget.

13. Have operating supplies and equipment needed for the activities (balls, goal posts, nets, instruments, art supplies, etc) been overlooked? What about require storage for these items.

The budget includes \$3000 in recreational supplies per year, and we will store supplies in the second floor storage area at Fairview City Hall. We have included budgets for software, postage, flyers, etc. and transportation.

Exhibit B

Two Cities Recreation Program

	PARKS	RECREATION	
SALARY 1.00 SUPPLEMENTAL BUDGET	1.00 FTE	1.00 FTE	TOTAL
	APRIL	MAY & JUNE	
TOTAL PERSONNEL COSTS 1.00 FTE	3,191	15,178	18,369
MATERIALS & SERVICES	-	2,225	2,225
PARKS MASTER PLAN PERSONNEL COSTS	3,191		
NET TWO CITIES PROGRAM AND PERSONNEL COSTS	-	17,403	20,594
ALLOCATION OF COSTS			
	WOOD VILLAGE 40%	6,961	
	FAIRVIEW 60%	10,442	

Two Cities Recreation Budget with Full-Time Coordinator

Fairview Wood Village Recreation Program

PROGRAM REVENUES	FY1	FY2	FY3
CO-ED SOCCER CAMP SUMMER ONLY	1,000	1,050	1,103
ART YEAR ROUND	1,200	1,260	1,323
MUSIC YEAR ROUND	1,200	1,260	1,323
RECREATION PASS YEAR ROUND	4,200	4,410	4,631
FIELD TRIPS TWICE YEARLY	1,500	1,575	1,654
CONTRIBUTIONS, GRANTS, SPONSORSHIPS	10,000	20,000	30,000
TOTAL PROGRAM REVENUE	19,100	29,555	40,033

PERSONNEL COSTS 1.00 FTE	60,372	63,384	66,552
BENEFITS			
SSI	3,644	3,790	3,941
MEDICARE	852	886	922
UNEMPLOYMENT	176	183	190
WORKERS BENEFIT FUND	34	35	37
TRI-MET	431	448	466
WORKERS COMP	2,374	2,469	2,568
LIFE INSURANCE	64	67	69
AD&D	12	12	13
PERS	5,440	5,658	5,884
PERS PICKUP	3,622	3,767	3,918
MEDICAL	13,214	13,743	14,292
VISION	122	127	132
DENTAL	1,082	1,125	1,170
BENEFIT PACKAGE	31,067	32,310	33,602
TOTAL PERSONNEL COST 1.00 FTE	91,439	95,694	100,154

PROGRAMMING EXPENSES			
BACKGROUND CHECKS	1,500	1,545	1,591
COACHING TRAINING	700	721	743
CPR/FIRST AID/REPORTING TRAINING	500	515	530
SCHOLARSHIP FUND	2,500	2,575	2,652
RECREATIONAL SUPPLIES	3,000	3,090	3,183
BUS TRANSPORTATION	2,000	2,060	2,122
TRANSFER WOOD VILLAGE BAPTIST PROGRAM	5,000	5,000	5,000
FISHING DERBY	1,000	1,030	1,061
FOUR COMMUNITY MOVIE NIGHTS	3,200	3,296	3,395
TOTAL PROGRAM EXPENSES	19,400	19,832	20,277
TRAINING EXPENSES			
TRAVEL	350	361	371
EDUCATION	750	773	796
ORPA CONFERENCE	450	464	477
MATERIALS & SERVICES			
SOFTWARE PURCHASES	5,000	0	0
SOFTWARE FEE	0	1,750	1,803
CREDIT CARD PROCESSING	200	206	212
POSTAGE	300	309	318
GUIDE PRINTING	5,000	5,150	5,305
RECREATION PROGRAM FLYERS	500	515	530

MATERIALS SERVICES AND TRAINING EXPENSES		12,550	9,527	9,812
CONTINGENCY		10,000	15,000	15,000
TWO CITIES RECREATION PROGRAM TOTAL COSTS		133,389	140,052	145,243
PROGRAM REVENUE OFFSET		19,100	29,555	40,033
NET RECREATION PROGRAM COST		114,289	110,497	105,211
ALLOCATION OF COSTS		FY1	FY2	FY3
FAIRVIEW	60%	68,573	66,298	63,126
WOOD VILLAGE	40%	45,716	44,199	42,084



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
April 5, 2017	Work Session #3 & Regular Session – Consent 2.b.	24-2017

TO: Mayor and City Council
FROM: Allan Berry, Public Works Director
THRU: Nolan K. Young, City Administrator
DATE: March 30, 2017

ISSUE:

Water Well 9 is showing signs of bio-fouling which reduces its capacity to provide water to our system.

RELATED COUNCIL GOALS:

Goal #4: Maintain and enhance the City's public infrastructure in a cost efficient manner.

PREVIOUS AGENDA STAFF REPORTS:

The staff report of [February 15, 2012](#) provided the background related to the last major rehabilitation of this well performed under [Resolution 5-2012](#).

BACKGROUND:

The City contracted with GSI Water Solutions Inc. to provide hydrogeologic study, construction plans, and specifications for the Well 9 project, and the well was drilled and constructed by Schneider Equipment and subsequently placed into service in October 2010.

Well 9 has experienced bacteriological growth and biofouling that have affected operational performance since it was originally brought online. In 2012, Well 9 was rehabilitated in 2012 using mechanical and chemical methods, and performance was restored by the rehabilitation effort, but has since declined gradually. Focused mechanical rehabilitation of the well has since been completed in 2014, which again restored the performance of the well. Since then, a program of regular interim mechanical development has been implemented to periodically restore well performance between the necessary comprehensive rehabilitations. Incremental performance gains from interim development efforts are diminishing and we now need to complete a second large-scale mechanical and chemical rehabilitation with the goal of restoring the specific capacity to the baseline level of 19 gallons per minute per foot of drawdown (gpm/ft). Without this proposed large scale mechanical and chemical rehabilitation, the aforementioned incremental losses of water production could become permanent.

GSI provided the scope of work, and solicited competitive quotes for the rehabilitation work. Three companies were contacted to provide a bid. They were:

- Schneider Water Services – \$67,160.00 base bid.
- Hansen Drilling Company – declined to bid due to current workload, and needed timelines.

- Holt Services Inc. – \$184,894.00 base bid.

These companies were invited to bid based on their reputations as being competent, local companies who could accomplish the total work required successfully. It is a very competitive field but there are not a lot of local companies in this line of work who have all the necessary equipment to do the complete rehabilitation of the well. The required scope of work is included as an attachment to this staff report for your reference.

EXHIBITS:

- A- Fairview Well 9 Rehabilitation Scope of Work
- B- Resolution 12-2017
- C- Well 9 Public Improvement Contract

RECOMMENDED ACTION:

- Adopt the resolution, authorizing the City Administrator to enter into an agreement with Schneider Water Services to perform the full rehabilitation of the well.

ALTERNATIVE ACTIONS:

- Defer the rehabilitation to a later date.
- Direct staff to review other alternatives.

BUDGET IMPLICATIONS:

The cost of this project would be in the amount of \$67,160. Funds for this work are available in the water fund budget. This would not require a restructuring or re-prioritization of the current water system work.

COUNCIL ALTERNATIVES:

1. Adopt Resolution 12-2017 authorizing the City Administrator to enter into a contract with Schneider Water Services to perform well rehabilitation services to drinking Water Well 9.
2. Do not authorize rehabilitation of the well at this time.
3. Let the process take its course and direct staff to maintain vigilance and provide status updates on the performance of the well.



Fairview Well 9 Rehabilitation Scope of Work

1.0 GENERAL CONSIDERATIONS

1.1 Well Information

The City of Fairview's (City) Well 9 was drilled in 2010 and is equipped with a 300 horsepower submersible pump and pitless adapter. The well was drilled to a depth of 580 feet and is constructed with an 18-inch casing to 317.5 feet below ground surface (bgs) and a 12-inch liner with a screen assembly from 302.5 to 574 feet bgs. An as-built of the well is shown in Figure 1.

Well 9 has experienced bacteriological growth and biofouling that have affected operational performance since it was originally brought online. In 2012, Well 9 was rehabilitated using mechanical and chemical methods. Performance was restored by the rehabilitation effort, but has since declined gradually. Focused mechanical rehabilitation of the well was completed in 2014, which again restored the performance of the well. Since then, a program of regular interim mechanical development has been implemented to periodically restore well performance between comprehensive rehabilitations. The City has completed three interim development efforts using an impulse generation tool that fits in a 2-inch access tube that passes by the pump; the most recent redevelopment was completed in August 2016. Incremental performance gains from interim development efforts are diminishing and the City plans to complete a second large-scale mechanical and chemical rehabilitation with the goal of restoring the specific capacity to the baseline level of 19 gallons per minute per foot of drawdown (gpm/ft).

1.2 Well Access

Well 9 is located near the intersection of NE Main Street and NE 223rd Avenue in Fairview, OR. The well site is secured by a fence and rig access is via an access road located on the north side of the City maintenance shop property (see Figure 2). The wellhead is accessible on all sides in the gravel lot at the City maintenance shop.

1.3 Contamination Prevention

Precautions shall be taken to prevent contamination of the well and the surrounding site. This shall include disinfection of all tools and equipment prior to their use down-hole. All lubricants or oils used shall be approved for use in water wells, and adequate measures shall be taken to prevent all oil, fuel and other fluid spills onsite. Should any spills occur, the Contractor shall be responsible for all expenses associated with spill containment and cleanup.

1.4 Services and Supplies

The Contractor will be responsible for inquiring about the availability of services and supplies, such as power and water, as they see fit, and shall make necessary arrangements for use. The Contractor will assume full responsibility for all supporting services and supplies necessary to properly undertake the work and is entitled to no additional compensation for the lack of any such supplies or services.

2.0 SCOPE OF WORK

The City would like to assess and rehabilitate Well 9 to improve its operational performance. The specific capacity of Well 9 has been declining since the focused mechanical rehabilitation performed in 2014. Evidence of microbial growth was observed in the samples collected in October 2016 and analyzed by Water Systems Engineering, Inc (WSE). The rehabilitation approach described below uses a combination of mechanical methods with acid treatment. The final rehabilitation strategy will be developed in consultation with the City, GSI Water Solutions, Inc. (GSI), and the Contractor to ensure a good rehabilitation outcome that is protective of the well.

2.1 Mobilization

The Contractor shall mobilize personnel, a pump or hoist rig, and appropriate tools and equipment required to complete the well assessment and rehabilitation approach described herein. The rehabilitation tools shall include wire brushes and surge blocks sized to tightly fit an 18-inch diameter production casing set from the ground surface to 317.5 feet bgs and 12-inch screen assembly from 302.5-574 feet bgs. The Contractor shall supply the required quantity of materials for well rehabilitation treatment and disinfection.

2.2 Removal and Reinstallation of Pumping Equipment

The City's pump shall be removed from the well and visually inspected for signs of wear and corrosion. The pumping equipment can be stored onsite, and shall be placed on durable plastic sheeting and covered to protect it from contamination. The Contractor will be responsible for obtaining a licensed electrician to disconnect and re-connect the pump. At the conclusion of rehabilitation activities, the City's pump shall be reinstalled and reconnected to the distribution piping. Care should be exercised in the removal and reinstallation of the City's pump and access tube to ensure correct placement of the pump and access tubes within the tool guide insert installed on top of the well screen assembly (see Figure 3). To ensure correct placement following re-installation, the Contractor should lower a dummy (1.8-inch diameter by 24-inch length) through the entire length of the 2-inch access tube, past the pump bowls, and through the full length of the well screen assembly. The Contractor shall adjust placement of the City's pump and access tubes as needed to allow free movement of the dummy through the specified intervals.

2.3 Water and Power

Both potable water (2-inch connection with existing backflow protection) and power (110 volt) is available on site for use by the Contractor for the project.

2.4 Well Videos

An initial well video shall be completed to evaluate the current condition of the well. The video will be used to evaluate the integrity of the well, assess the amount of bacteriological growth and corrosion, and outline a rehabilitation program based on its condition. A final well video shall be conducted at the completion of rehabilitation activities to document post-rehabilitation conditions. The well videos shall be completed in color, with forward- and side-view capability. If needed, the well should be flushed prior to the video to clean the water column and promote well visualization. Two copies of each well video shall be provided to the City in DVD format.

2.5 Mechanical Rehabilitation

Rehabilitation methods may include wire brushing, impulse generation, and pumping as deemed appropriate based on the initial well video. In general, the following tasks may be completed:

1. Perform an initial mechanical cleaning of the well by brushing the upper casing and/or screen assembly and pumping out any material that is generated. Assume up to 8 hours.
2. Perform impulse generation with zonal isolation pumping. Assume up to 8 hours.

Water generated during brushing, pumping, and impulse generation should be discharged to a tank to settle out entrained solids and then can be discharged to the City's storm sewer. The location of the storm sewer in relation to the well can be seen in the attached Figure 2.

2.6 Chemical Rehabilitation

Following the initial cleanout and any mechanical methods, an acid treatment will be performed as follows:

1. Prepare a solution of phosphoric acid (200 gallons of 85% strength) mixed with a biodispersant (48 gallons of Nu-Well 310) and 500 gallons of potable water.
2. Introduce the acid solution to the well by placing equivalent volumes in each screen interval using a zonal isolation tool. Assume 8 hours.
3. Surge the acid solution throughout the screen assembly (assume a total of 4 hours). Maintain a pH of 3.0 or less. Let the acid solution stand in the well overnight or a minimum of 8 hours (not included in the hourly rate for this item).
4. Provide impulse generation throughout the screened interval. Assume 4 hours.
5. Purge the well of the acid solution by pumping at a minimum rate of 500 gpm until the pH of the discharge water reaches 7 (standard pH units) (Note: background pH of groundwater as measured at Well 9 is 7.4 to 8). Neutralize the purge water prior to discharge to the storm sewer. The Contractor shall remove the acid solution quickly and without interruption. Based on experience in other wells, the Contractor should assume that a minimum of 30 to 40 borehole volumes will need to be removed to bring the pH back to neutral. Assume 8 hours.
6. Additional impulse generation and zonal isolation pumping may be requested, depending on the apparent specific capacity of the well at the end of well purging

2.7 Cleanout

After the well has been rehabilitated and prior to the final well video, the Contractor shall clean the bottom of the well of all accumulated materials by a sand pump bailer. Assume 2 hours.

2.8 Disinfection

Following the completion of the final well video, the well shall be disinfected using a solution of sodium hypochlorite (12.5%) at concentrations of approximately 100 to 200 mg/L. WSE recommends using 20 gallons of sodium hypochlorite with 15 gallons of chlorine enhancer (Nu-Well 410 or approved equivalent) mixed in 7,800 gallons of potable water.

After the liquid sodium hypochlorite solution is mixed in the well to the desired concentrations, the well shall be agitated by surging or impulse generation. The City will complete the final purge of the well following disinfection after reinstallation of the permanent well pump and reconnection to the distribution system.

3.0 QUOTATION FOR WORK

The tasks above will be performed in the amounts listed on the attached Bid Form. Measurement and payment for hourly rates will be rounded to the nearest 1/2 hour. In the event that a task takes longer to complete than the hours shown on the attached Bid Form, the Contractor shall be paid for the additional time at the hourly unit price specified.

4.0 TIME FOR COMPLETION

It is critical that the rehabilitation work detailed above be completed at the earliest possible date. Please provide your starting date and the time required for completing this work. It is the City's desire that this work be completed by May 31, 2017. If this is not possible, please provide your schedule below:

Beginning Date: _____

Completion Date: _____

Signatures

Company Name - _____

Signed - _____
(Signature of Authorized Person)

Name printed - _____

Date - _____

FAIRVIEW WELL 9 BID FORM
Well Rehabilitation

Bid Form Item No.	Items of Work and Materials	Approx. Quantity	Units	Unit Price	Extended Price
1	Mobilization and Demobilization including all equipment and incidental items. This item also includes demobilization and site cleanup.	1	Lump Sum	\$	\$
2	Water management and erosion control including all labor and equipment including temporary disposal piping and settling tanks for rehabilitation of well.	1	Lump Sum	\$	\$
3	Perform video inspection of well casing and screen as specified.	2	Lump Sum	\$	\$
4	Disconnect, remove, stage, and re-install permanent production pump.	1	Lump Sum		
Physical Rehabilitation					
5.1	Furnish, install, and perform initial clean out of well by brushing and pumping.	8	Hours	\$ /hour	\$
5.2	Execute impulse generation development as specified, including isolation zone pumping.	8	Hours	\$ /hour	\$
Chemical Rehabilitation					
6.1	Phosphoric acid (85% strength)	200	Gallons	\$ /gallon	\$
6.2	Nu-Well 310	48	Gallons	\$ /gallon	\$
6.3	Complete chemical mixing and placement using zonal isolation tool.	8	Hours	\$ /hour	\$
6.4	Surge acid solution as specified.	4	Hours	\$ /hour	\$
6.5	Execute impulse generation, as specified.	4	Hours	\$ /hour	\$
6.6	Chemical removal and neutralization; well purging by pumping at a minimum rate of 500 gpm.	8	Hours		
Cleanout and Disinfection					
7	Execute final cleanout as specified to remove material from the well.	2	Hours	\$ /hour	\$
8	Execute well disinfection as specified.	1	Lump Sum	\$	\$
Miscellaneous					
9	Standby time.	1	Hours	\$ /hour	\$

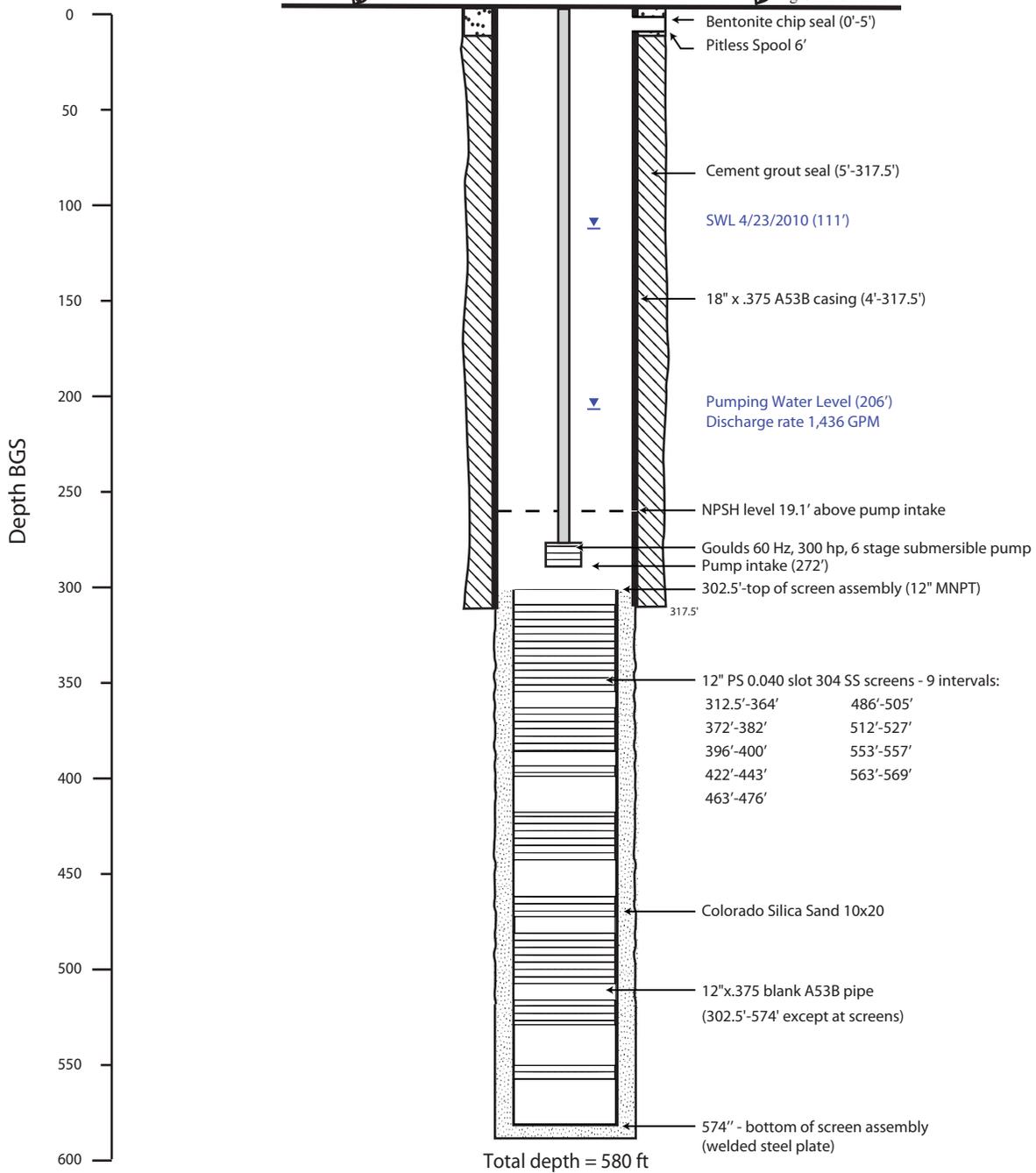
TOTAL BASE BID PRICE – ITEM NO.’S 1 THROUGH 9: \$

Total Base Bid Price – Item No.’s 1 through 9:
 \$ _____ (Figures)
 _____ Dollars
 and _____ cents (Written)

In the event of discrepancy, the amount shown in words shall dictate. *Award will be partially based on the lowest responsive Total Base Bid Amount.*

The Contractor acknowledges that quantities shown on the Bid Form are estimates only and actual quantities will be determined upon conditions encountered during rehabilitation. Final payment will be based on actual quantities determined as per the Contract Documents.

**City of Fairview
Well No. 9
OWRD No. MULT 102164**



LEGEND

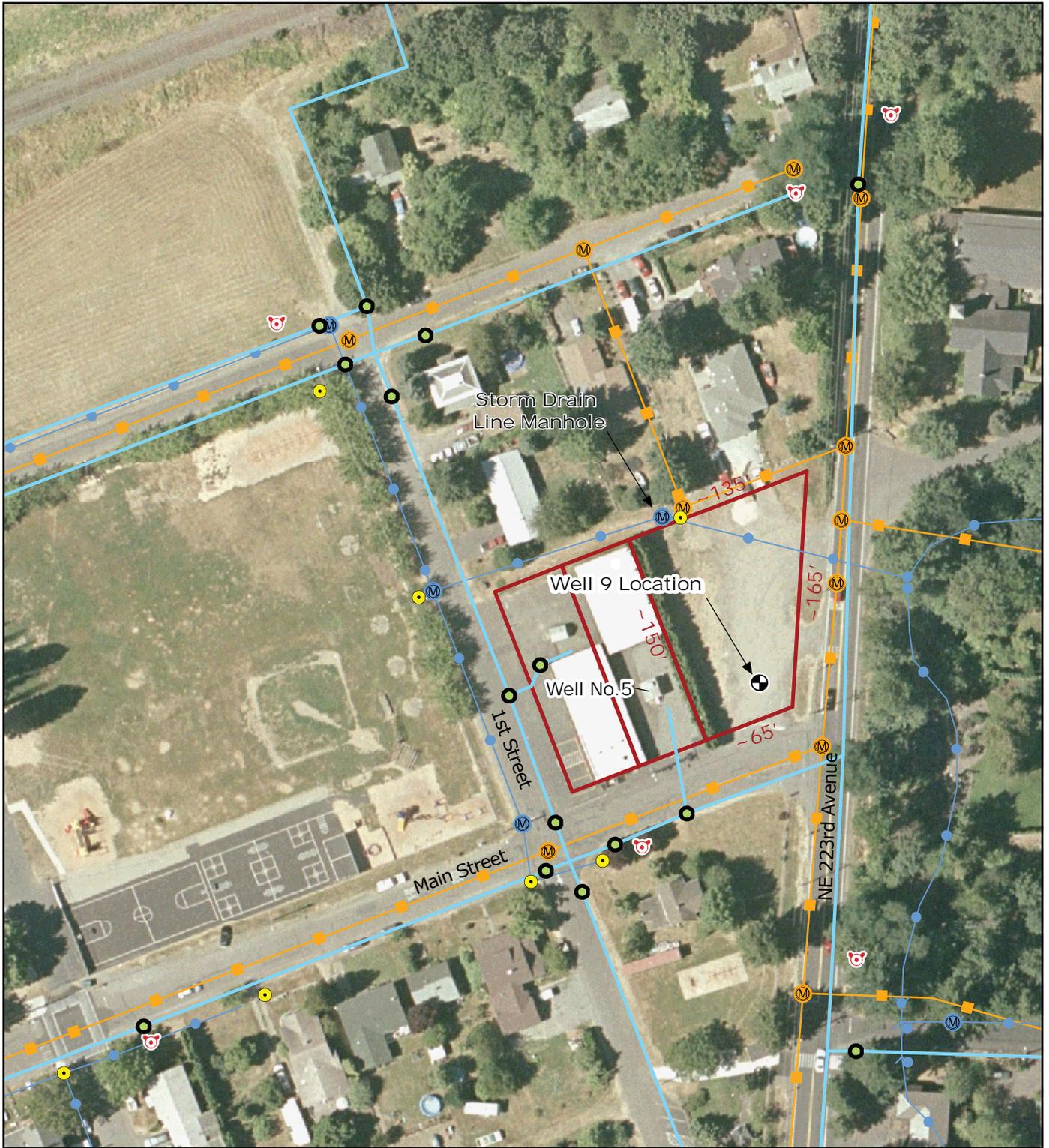
-  Cement or cement/bentonite seal
-  Filter pack
-  Casing wall and original borehole wall
-  Static water level
-  BGS Below ground surface

**Figure 1
As-Built**

City of Fairview



Source: As-built drawing by Schneider Equipment and HydrEngineering

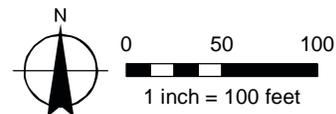


LEGEND

- Approximate Well 9 Location
- Water Hydrant
- Water Valve
- Stormwater Inlet
- Stormwater Manhole
- Sewer Manhole
- Water Line
- Stormwater Line
- Sanitary Sewer Line
- Parcel Boundary

FIGURE 2
Well 9 Location
 City of Fairview

MAP NOTES:
 Projection: Oregon State Plane North Zone
 Datum: North American Datum of 1983
 Date: August 31, 2009





RESOLUTION
(12 - 2017)

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF FAIRVIEW
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT
FOR REHABILITATION WORK FOR DRINKING WATER WELL 9**

WHEREAS, the City contracted with GSI Water Solutions, Inc. to provide hydrogeologic study, construction plans and specifications for the Drinking Water Well 9 project; and

WHEREAS, Schneider Water Services was contracted for the drilling of Well 9; and

WHEREAS, Well 9 began showing a reduced pumping trend due to iron bacteria clogging of the screen and well pack; and

WHEREAS, the decreasing pumping trend could not have been reasonably foreseen and delaying the rehabilitation may be detrimental to the performance of Well 9; and

WHEREAS, GSI Water Solutions, Inc. was selected to assist the City of Fairview based on expertise and project understanding to evaluate a recommended course of action to rehabilitate the well; and

WHEREAS, the City solicited competitive quotations for the performance of the work; and

WHEREAS, Schneider Water Services seeks to enter into a contract with the City of Fairview for the Well 9 Rehabilitation.

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

Section 1 The Fairview City Council hereby authorizes the City Administrator to enter into a contract with Schneider Water Services for the Rehabilitation of Well 9 in the amount of \$67,160 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 5th day of April, 2017.

Mayor, City of Fairview
Ted Tosterud

ATTEST

City Recorder, City of Fairview
Devree Leymaster

Date



CITY OF FAIRVIEW, OREGON PUBLIC IMPROVEMENT CONTRACT

THIS CONTRACT is made as of the _____ day of _____, 20____ by and between

“Owner”: The City of Fairview, Oregon

and “Contractor”: Schneider Water Services

for “Project”: Fairview Weill 9 Rehabilitation

Owner and Contractor agree as follows:

ARTICLE 1 – WORK

1.01 Contractor will complete all Work as specified or indicated in the Contract Documents or reasonably inferable as necessary to produce the results intended by the Contract Documents. The Work is generally described as follows: large-scale mechanical and chemical rehabilitation of Well 9 with the goal of restoring the specific capacity of the well to the baseline level of 19 gallons per minute per foot of drawdown (gpm/ft).

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: large-scale mechanical and chemical rehabilitation of Well 9 with the goal of restoring the specific capacity of the well to the baseline level of 19 gallons per minute per foot of drawdown (gpm/ft).

ARTICLE 3 – ENGINEER/PM

3.01 The Project has been designed by GSI Water Solutions Inc. The Owner may designate a Project Manager to act as the Owner’s representative and assist Owner in managing the Project.

ARTICLE 4 – CONTRACT TIMES

4.01 Time is of the essence and all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Unless Owner otherwise agrees in writing and in conformance with the General Conditions, Contractor will substantially complete the Work on or before Wednesday May 31, 2017 and finally complete the Work in accordance with the General Conditions on or before Wednesday May 31, 2017.

4.03 Contractor and Owner recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in 4.02, plus any extensions that Owner permits in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving the precise, actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the parties have negotiated and

ultimately agree that as liquidated damages for delay, but not as a penalty, Contractor will pay Owner, or Owner may withhold from any sums due Contractor, \$500.00 for each day that expires after the time specified in 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor neglects, refuses or fails to complete the remaining Work within the Contract Time or any extensions thereof permitted by Owner, Contractor will pay Owner, or Owner may withhold from any sums due Contractor, \$500.00 for each day that expires after the time specified in 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner will pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal: sixty-seven thousand one-hundred sixty dollars and zero cents (\$67,160.00). All specific cash allowances are included in this price and have been computed in accordance with the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Contractor shall submit and Owner will process Applications for Payment in accordance with the General Conditions.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in the General Conditions will bear interest at the rate specified in ORS 279C.570.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Solicitation Documents or other Owner-furnished documents, if any.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to its general condition.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in the Contract Documents; and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site that may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures or construction to be employed by Contractor, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
 - F. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of other work, if any, to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and their written resolution, if any, is acceptable to Contractor.
- J. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 The Contract Documents are specifically defined in the General Conditions. The “General Conditions for Small Public Improvement Contract” are attached and incorporated into this Contract by reference. Without limiting the definition of the Contract Documents, for the purposes of this Contract, the Contract Documents include: (1) the Contractor’s Bid is that document dated 3-27-17, titled “Fairview Well 9 Bid Form” and signed by Kriss Schneider; (2) the Specifications that are contained in that document titled “Fairview Well 9 Rehabilitation Scope of Work”
- 9.02 The documents listed in the definition of Contract Documents are deemed attached to this Contract and are incorporated by reference.

ARTICLE 10 - MISCELLANEOUS

- 10.01 Capitalized terms used in this Contract have the meanings stated in the General Conditions and the Supplementary Conditions, if any.
- 10.02 No assignment, delegation, novation or any other transfer by either party of any rights or obligations under or interests in the Contract will be binding on the other without the written consent of the party sought to be bound. Specifically, but 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.
- 10.03 Each party binds itself, its directors, partners, successors, and assigns to the other party, its directors, partners, successors and assigns in respect to all covenants, agreements and obligations contained in the Contract.
- 10.04 Any provision or part of the Contract held to be void or unenforceable under any law or regulation will be deemed stricken. All remaining provisions will continue to be valid and binding upon Owner and Contractor, who agree that the Contract will be reformed to replace the stricken provision or part with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 This Contract is the final written expression of all of the terms of the Contract and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor’s agents that differ in any way from the terms of this written agreement shall be given no force and effect. This Contract will not be construed against its drafter.

[SIGNATURES ON FOLLOWING PAGE]

SIGNED:

OWNER

City of Fairview

By: _____

Name: _____

Title: _____

CONTRACTOR

Schneider Water Services

By: _____

Name: _____

Title: _____

**MINUTES
CITY OF FAIRVIEW
CITY COUNCIL**

March 15, 2017

Council Members

Ted Tosterud, Mayor
Cathi Forsythe
Mike Weatherby
Keith Kudrna
Lisa Barton Mullins
Natalie Voruz
Brian Cooper

Staff

Nolan Young, City Administrator
Allan Berry, Public Works Director
John Pemberton, Sergeant
Heather Martin, City Attorney
Devree Leymaster, City Recorder

WORK SESSION (6:00 PM)

1. REVIEW PROPOSED EMPLOYEE WELLNESS & WALKING PROGRAM

City Recorder Leymaster shared part of the Safety Committee's (SC) charge is to ensure workplace welfare and health of all employees. The SC reviewed other workplace health initiative models and drafted the proposed voluntary Wellness and Walking Program. The proposed program was presented to the Executive Team who indicated support of the program and authorized the formation of a Wellness Committee. Due to the fiscal request, CA Young directed staff to present the program to Council for approval.

During Council discussion there were concerns noted about the use of tax dollars for purchasing equipment for employee personal use, potential violation of the Employee Manual, for the precedent it may set, the reliability of the device recommended, that health is a personal, more individual goal, and that there were other options, that did not require the purchase of equipment, to support employee health and wellness.

CA Young inquired if from a policy stand point, Council supported the concept of employee health and wellness and the positive return it may have on serving the public. Council indicated their support for a wellness program, but not for purchasing equipment. CA Young asked if they would support a program with some incentives. Council indicated support of a reasonable incentive program, within the purview of CA Young's authority and discretion.

2. REPORT ON SIDEWALK INFILL PUBLIC OUTREACH

CA Young reviewed the result summary from the survey, staff's recommendation and budget implications.

Councilor Kudrna inquired about the stormwater system in Historic Fairview. Director Berry replied there are a variety of systems and a sequence of pipes that lead to the creeks and then to the lake.

Councilor Barton Mullins inquired about Bridge Street. CA Young replied he did not include it in the recommendation, but it can be added.

Councilor Kudrna asked about the removal of the large tree at the end of Bridge Street. A high number of survey results indicated the vision issue resulting from the tree; it is a public safety issue.

Mayor Tosterud noted citizens are ok if the city pays and installs sidewalks, but they do not want to have pay for them.

Councilor Kudrna remarked addressing 223rd is important; need to develop and plan as per the work plan. CA Young shared the estimated cost for an engineer to complete the conceptual design is \$50,000.

Mayor Tosterud commented the outcome of the meetings is to do the sidewalk work on a priority basis with the city paying for it. Citizens do not want to be forced to pay.

CA Young commented for those that are interested, there is an option to work with their neighbors and pay a portion for their area to have sidewalks.

CA Young summarized Council's direction is to proceed and budget for a plan for 223rd, prioritize and proceed with work that can be funded using CDBG, add Bridge Street, and educate interested citizens about the option for an LID. Council agreed.

Councilor Cooper commented sidewalks increase property values. That should be included in the education piece. Councilor Kudrna remarked some citizens don't want sidewalks and they bought their home because it didn't have sidewalks.

CA Young asked what the homeowner portion should be for the LID option (.33 or .50). Director Berry remarked 75 feet of frontage will cost between \$4,000 and \$6,000. CA Young noted the typical LID is amortized over 10 years. Councilor Forsythe proposed the same rate standard for sidewalk repair be used for putting in new sidewalks. CA Young summarized the concept for the city to participate in new sidewalk funding is ok, but at what level needs to be vetted more.

3. UPDATE STATUS & PRIORITIES OF GOAL OBJECTIVES & TASK LIST

Mayor Tosterud commented he would like to schedule a special work session for Council to review and consider the MCSO/FPD consolidation in the first week of April.

Councilor Forsythe inquired if the option to consolidate with Gresham had been considered. Mayor Tosterud replied they put some inquiries out, but did not get any indications that Gresham was interested.

COUNCIL MEETING (7:00 PM)

1. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

2. CONSENT AGENDA

a. Minutes of March 1, 2017

Councilor Weatherby moved to approve the consent agenda and Councilor Cooper seconded. The motion passed unanimously.

AYES: 7

NOES: 0

ABSTAINED: 0

3. CITIZENS WISHING TO SPEAK ON NON-AGENDA ITEMS

None.

4. PRESENTATION

a. Planning Commission Annual Report

Chair Ed Jones, Fairview, OR shared the Commission has reviewed and approved 3 applications over the past year: 3 duplexes, design review for Fairview Elementary and recommended the adoption of the

Transportation System Plan (TSP). In the upcoming year they will focus on reviewing and updating the Comprehensive Plan and Development Code. These amendments could include recommendations that may come from the Halsey Corridor Project. He noted staff is expecting 3 mixed use development pre-application reviews. Two lots are within the Town Center Commercial (TCC) zone: one is between 208th Place and 207th on Halsey (vacant parcel to the west) and the other is on the corner of 207th (north). The third is a property at 223rd and Sandy. The next step after pre-application will be the submittal of a development application, which will come before the Commission. Chair Jones remarked the Commission has welcomed its new members and have scheduled Commission training for their next meeting.

b. Parks & Recreation Advisory Committee (PRAC) Report

Chair Darren Riordan, Fairview, OR reported PRAC assisted in the implementation and completion of the Hanson Plan, Lakeshore Park improvement design and 3 year implementation plan, supported the Two City Recreation Plan, worked on bringing controlled fishing back to Salish Ponds, and supported PSU Fellow Katherine Ashford on the Parks Master Plan. PRAC will continue to work on, and increase, stocking and monitoring fishing activities at Salish Ponds, review and recommend a design option for restroom facilities and fishing cleaning stations at Salish Ponds, identify location and design options for an off leash dog park, look at consolidating Nechocokee and Handy Park, identify potential jail upgrades, and continue year two of the Lakeshore Park improvement plan.

Council President Weatherby asked if they have a plan to avoid what happened in years prior to the restroom at Salish. Chair Riordan replied they don't yet, but they will consider it when looking at options, design, and location.

Councilor Forsythe commented they need to include a long term maintenance plan for restrooms (personnel, supplies, etc.); not just the establishment of the facility. Chair Riordan agreed that long term maintenance considerations need to be included.

Councilor Barton Mullins inquired about the progress at Lakeshore Park. Director Berry answered the bank restoration has been delayed due to the lake level fluctuating too much, the two viewing platforms are done, the base of a gazebo is completed and they may put the second gazebo in earlier than planned.

5. CITY ADMINISTRATOR AND DIRECTOR REPORTS

CA Young reported the following.

- Volunteer Recognition Event is April 25. Nominations for Outstanding Community Service by an Individual, youth and adult, are being accepted until 5:00PM, April 12.
- Municipal Court Judge Ray Young has been appointed City Manager of Troutdale. He will continue as court judge until the end of May. Staff will put together a time line and start the Request for Proposal (RFP) process.
- The City Hall building has had some challenges i.e. electricity and HVAC. Goal 6b is to identify a 5 year capital improvement plan. In order to identify the problems, a firm has been hired to evaluate the building envelope and systems, and prepare cost estimates. This information will be included in the capital improvement plan.
- Next Neighborhood Fair should be in spring. He asked Council to consider location and dates of where they may want to hold it.

6. MAYOR/COMMITTEE REPORTS AND COUNCIL REPORTS

Councilor Forsythe remarked on the great response to the upcoming Disaster Preparedness Seminar.

Councilor Cooper shared the Fairview Elementary ground breaking ceremony is March 23 at 6:00PM.

Council President Weatherby commented he will be attending his first East County Historical Organization (ECHO) board meeting tomorrow night.

Councilor Kudrna reported the March 9 Two Cities Recreation Meeting was a great meeting. The next meeting is a joint Two Cities Work Session on March 21 to review and discuss the next steps.

Mayor Tosterud encouraged the Council to attend the Fairview Elementary ground breaking and shared the State of the City address will be April 25 following the Volunteer Recognition Awards.

7. PUBLIC HEARING

None.

8. COUNCIL BUSINESS

a. Adopt Council Created Advisory Committee Work Plans FY2017-2018: Resolution 10-2017

Councilor Cooper moved to approve Resolution 10-2017 and Councilor Barton Mullins seconded. The motion passed unanimously.

AYES: 7

NOES: 0

ABSTAINED: 0

9. ADJOURNMENT

Councilor Cooper moved to adjourn the meeting and Councilor Kudrna seconded. The motion passed, and the meeting adjourned at 7:32PM.

AYES: 7

NOES: 0

ABSTAINED: 0

Devree Leymaster
City Recorder

Ted Tosterud
Mayor

Date of Signing

A complete recording and/or video of these proceedings is available.
Contact the City of Fairview City Recorder Office, 1300 NE Village St., Fairview, OR 97024, (503) 674-6224.



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
April 5, 2017	2.c.	27-2017

TO: Mayor and City Council
FROM: Allan Berry, Public Works Director
THRU: Nolan K. Young, City Administrator
DATE: March 30, 2017

ISSUE:

Right-of-Way services for the Fairview segment of the “40 Mile Loop”.

BACKGROUND:

The City of Fairview originally pursued a Metro grant to construct this trail segment with federal Urban Surface Transportation Program funds. The grant was awarded to Fairview in March 2009. Due to budget concerns, the City requested the Port of Portland to take over the project, and also declined to participate in the local grant match. The City agreed at that time to maintain the section of the trail within Fairview city limits. Over the course of the past 2 years, the Port has assisted in developing the IGA with other partners including Sandy Drainage Improvement Company (SDIC), Multnomah County Drainage District (MCDD), Multnomah County, ODOT, and Troutdale. The project was somewhat impacted by the impending recertification of the Columbia River levee system, and the need to incorporate that work as a prerequisite to constructing this segment of the 40 mile loop trail.

Port has been awarded funds by Metro under the Federal-Aid Urban Surface Transportation Program ("STP-U") pursuant to Title 23, United States Code, to fund acquisition of easements, permitting, design, and construction for three sections of the 40-Mile Loop Trail; a 1.7-mile connection from Blue Lake Park to Sundial Road, hereinafter “Blue Lake Section”; a .33- mile section connecting the terminus of the existing trail located at the north-east end of the Troutdale Airport runway to Harlow Road, hereinafter “Harlow Road Section”; and a 1000 linear foot (+/-) section of multi-use path north of Jordan Road connecting the trail from the new pedestrian tunnel under I-84 and to Sandy River Delta Park, hereinafter referred to as the “Jordan Road Section”; as further described in the MTIP and shown in the attached Exhibits A and B to the IGA.

The project description is as follows:

The project will construct a mixed-use bicycle-pedestrian trail as described above. The proposed trail cross-section includes a 10-ft asphalt lane, with gravel shoulders that transition to grass. The project will include pedestrian activated overhead warning lights, traffic control signage, pavement markings,

and overhead street lights. The Chinook Landing, 223rd Ave, and Sundial crossing will have stop signs for trail traffic, warning signage for on-road vehicle traffic, and pavement markings.

The City has accepted an easement (or dedication) from ODOT for the trail area in Fairview and will be responsible for maintenance, repair, or removal of the trail. More specifically, related to this IGA.

City of Fairview role:

- Allow access to Fairview ROW by permit.
- Accept ROW easements for maintenance, repair, or removal of the trail not compromising any structural portion of the levee.

This is the last stage in the series of IGA's to complete the 40-mile loop in our jurisdiction. This gives the city the right-of-way permission to access the trail for the previously agreed-to maintenance service.

EXHIBITS:

- A- Resolution 11-2017
- B- IGA for ROW Services

COUNCIL ALTERNATIVES:

1. Adopt Resolution 11-2017 authorizing the City Administrator to enter into an Inter-governmental Agreement (IGA) for Right-of-Way Services for the Fairview segment of the 40 Mile Loop Trail.
2. Not approve Resolution 11-2017 and thus not authorize the City Administrator to enter into the proposed IGA.



RESOLUTION
(11-2017)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR RIGHT-OF-WAY SERVICES FOR THE FAIRVIEW SEGMENT OF THE “40-MILE LOOP” TRAIL

WHEREAS, the City of Fairview contains existing and planned segments of the “40-mile Loop” regional trail; and

WHEREAS, the City of Fairview and its agency partners desire the construction of additional segments of the trail between NW Sundial and Blue Lake Park, between NW Graham Road (at Perimeter Way) and NE Harlow Road; and

WHEREAS, the above-referenced segments of the trail have received regional Metropolitan Transportation Improvement Program grant funding to execute the project, with the Port of Portland acting as the lead agency; and

WHEREAS, the city and its partners have executed a multi-agency Intergovernmental Agreement to establish the roles and responsibilities of these various agencies in the execution of the project; and

WHEREAS, the above-referenced segments of the trail now require right-of-way services to allow Fairview access for maintenance.

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

Section 1 The Fairview City Council hereby authorizes the City Administrator to execute an Intergovernmental Agreement with the State of Oregon, Port of Portland, and the City of Troutdale, substantially in conformance with 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 5th day of April 2017.

Mayor, City of Fairview
Ted Tosterud

ATTEST

City Recorder, City of Fairview
Devree Leymaster

Date

**INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES**

40 Mile Loop: Blue Lake Park - Sundial Rd

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," the PORT OF PORTLAND, a Port district of the State of Oregon, acting by and through its Executive Director, hereinafter referred to as "Port," the CITY OF TROUTDALE, a municipal subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "Troutdale," and the CITY OF FAIRVIEW, a municipal subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "Fairview," each herein referred to as a "Party" and collectively as the "Parties." Port, Troutdale and Fairview will be collectively referred to as "Agencies."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. The 40-Mile Loop Trail is a multi-jurisdictional publically-owned bicycle- pedestrian trail located in Multnomah County.
4. NE Harlow Road is part of the city street system under the jurisdiction and control of Troutdale and Troutdale may enter into an agreement for the acquisition of real property.
5. Jordan Road is a local access road, which is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
6. This Agreement shall define roles and responsibilities of the Parties regarding the real property to be used as part of right of way for road, street or construction of public improvement. The scope and funding may be further described in Local Agency Agreement number 29165. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "Project."
7. Port has been awarded funds by Metro under the Federal-Aid Surface Transportation Program ("STP") pursuant to Title 23, United States Code, to fund acquisition of easements, permitting, design and construction for 3 sections of the 40-Mile Loop trail; a 1.7-mile connection from Blue Lake Park to Sundial Road, a .33-mile section connecting the terminus of the existing trail located at the north-east end of the Troutdale Airport runway to Harlow Road, and a 1,000 linear foot (+/-) section of the multi-use path north of Jordan

Road connecting the trail from the new pedestrian tunnel under I-84 and to Sandy River Delta Park.

8. The purpose for this Agreement is to allow State to acquire easements for the public trail from each owner of property as required for the Project, in a form satisfactory to State and Agencies. State will transfer these easements to Fairview and Troutdale upon completion of Project.
9. As of this time there are no local public agencies (LPAs) certified to independently administer federal-aid projects for right of way services. Therefore, State is ultimately responsible for the certification and oversight of all right of way activities under this Agreement (except as provided under "Terms of Agreement" for LPAs in State's certification program for consultant selection).

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, to accomplish the objectives in Agreement No. 29165, the Parties agree to perform certain right of way activities shown in Special Provisions - Exhibit A, attached hereto and by this reference made a part hereof. If the State performs right of way services on behalf of the Port, under no conditions shall Port's, obligations for said services exceed a maximum of \$460,000, including all expenses, unless agreed upon by State and Port. .
2. The work shall begin on the date all required signatures are obtained and shall be completed no later than ten (10) calendar years following the date of final execution, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
3. The process to be followed by the Parties in carrying out this Agreement is set out in Exhibit A.
4. Agencies needed right of way services, as identified in Exhibit A, may be performed by qualified individuals from any of the following sources:
 - a. Agencies staff,
 - b. State staff,
 - c. Staff of another local public agency, as described in ODOT's Right of Way Manual and approved by the State's Region Right of Way Office;
 - d. Consultants from State's Full Service Architectural and Engineering (A&E) Price Agreement 2 Tier Selection Process. Tier 2 procurements must be requisitioned through State's Local Agency Liaison (LAL) with solicitation process administered by State Procurement Office. Forms and procedures for Tier 2 process are located at: <http://www.oregon.gov/ODOT/CS/OPO/docs/fs/tier2guide.doc>;
 - e. *Appraiser services procured by Agency from State's Qualified Appraiser List (on line at <http://www.oregon.gov/ODOT/HWY/ROW/Pages/index.aspx>);

- f. *Other right of way related services procured by Agency from any source of qualified contractors or consultants.

* Selections may be based on price alone, price and qualifications, or qualifications alone followed by negotiation. **Federally funded procurements** by Agencies for right of way services must be conducted under State's certification program for consultant selection and must comply with requirements in the [LPA A&E Requirements Guide](#) (and must use the State's standard [A&E Contract Template for LPAs](#) which may be modified to include State-approved provisions required by Agencies). **State and local funded procurements** by Agencies must be in conformance with applicable State rules and statutes for A&E "Related Services" (and Agencies may use their own contract document).

5. If Agencies intend to use their Agency staff, staff of another local public agency, consultants (except for consultants on State's Qualified Appraiser List), or contractors to perform right of way services scheduled under this Agreement, Agencies must receive prior written approval from State's Region Right of Way Office.
6. The LPA A&E Requirements Guide and A&E Contract Template referenced above under paragraph 4 are available on the following Internet page: [http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx#Local_Public_Agency_\(LPA\)_Consultant_Templates_and_Guidance_Docs](http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx#Local_Public_Agency_(LPA)_Consultant_Templates_and_Guidance_Docs).
7. It is further agreed that the Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual".

STATE OBLIGATIONS

1. State shall perform the work described in Special Provisions - Exhibit A.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from the other Parties under this Agreement.
3. If the State performs right of way services on behalf of the other Parties under this Agreement, State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
4. State's right of way contact person for this Project is Shannon Fish, Region 1-Right of Way Project Manager, 123 NW Flanders Street, Portland, OR 97209-4012, (503) 731-8433, shannon.fish@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Parties in writing of any contact changes during the term of this Agreement.

PORT OBLIGATIONS

1. Port shall perform the work described in Special Provisions - Exhibit A.
2. Port certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Port's current appropriation or limitation of current budget. Port is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the Project up to its maximum.
3. Port represents that this Agreement is signed by personnel authorized to do so on behalf of Port.
4. Port's right of way contact person for this Project is Phil Healy, Senior Transportation Planner, 7200 NE Airport Way, Portland, OR 97218-1016, (503) 415-6512, philip.healy@portofportland.com, or assigned designee upon individual's absence. Port shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

TROUTDALE OBLIGATIONS

1. Troutdale shall perform the work described in Special Provisions - Exhibit A.
2. Troutdale represents that this Agreement is signed by personnel authorized to do so on behalf of Troutdale.
3. Troutdale's right of way contact person for this Project is Travis Hultin, City Engineer, 219 E. Historic Columbia River Hwy, Troutdale, OR 97060-2078, (503) 674-7265, travis.hultin@troutdaleoregon.gov, or assigned designee upon individual's absence. Troutdale shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

FAIRVIEW OBLIGATIONS

1. Fairview shall perform the work described in Special Provisions - Exhibit A.
2. Fairview represents that this Agreement is signed by personnel authorized to do so on behalf of Fairview.
3. Fairview's right of way contact person for this Project is Allan Berry, P.E. Public Works Director 1300 NE Village Street Fairview, OR 97024-3817, (503) 674-6235 berrya@ci.fairview.or.us, or assigned designee upon individual's absence. Fairview shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

PAYMENT FOR SERVICES AND EXPENDITURES:

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Port agrees to pay or reimburse State a maximum amount of \$460,000. Said maximum amount shall include reimbursement for all expenses, including travel

expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Port funds. Payment in Port and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by the Parties. Nothing in this Agreement shall be construed to require the City of Troutdale to make any payment for such services and expenditures additive to grant match funds committed in Local Agency Agreement No. 29165.

2. Port agree to reimburse salaries and payroll reserves of State employees working on Project, direct costs, costs of rental equipment used, and per-diem expenditures. Such reimbursement shall be subject to the limitations set forth in Terms of Agreement, paragraph 1 of this Agreement.

GENERAL PROVISIONS:

1. This Agreement may be terminated by any Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
 - a. If any Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If any Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.
 - c. If Port fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
4. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without

limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

5. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Parties shall ensure that each of its subcontractors complies with these requirements.
6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State, Port, Troutdale or Fairview with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
7. With respect to a Third Party Claim for which State is jointly liable with Port, Troutdale or Fairview (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Port, Troutdale or Fairview in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Port, Troutdale or Fairview on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Port, Troutdale or Fairview on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
8. With respect to a Third Party Claim for which Port, Troutdale or Fairview is jointly liable with State (or would be if joined in the Third Party Claim), Port, Troutdale or Fairview shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Port, Troutdale or

Fairview on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Port, Troutdale or Fairview on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Port, Troutdale or Fairview's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. If federal funds are involved in this Agreement, Exhibits B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by Port, Troutdale and Fairview.
11. If federal funds are involved in this Agreement, Port, Troutdale and Fairview, as a recipient of federal funds, pursuant to this Agreement with the State, each shall assume sole liability for such Party's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon such Party's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of such Party, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement. The Port, Troutdale, and Fairview each shall only be liable for such Party's own breach of any such conditions.
12. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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 Agreement did not contain the particular term or provision held to be invalid.
13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. This Agreement and attached exhibits and Agreement No. 29165 constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change,

if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow

PORT OF PORTLAND, by and through its Executive Director

By _____
Executive Director

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Port Counsel

Date _____

CITY OF TROUTDALE, by and through its elected officials

By _____
City Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Troutdale Attorney

Date _____

CITY OF FAIRVIEW, by and through its elected officials

By _____
Fairview Manager

Date _____

Port Contact:

Phil Healy
Senior Transportation Planner
7200 NE Airport Way
Portland, OR 97218-1016
(503) 415-6512
philip.healy@portofportland.com

Troutdale Contact:

Travis Hultin, City Engineer
219 E. Historic Columbia River Hwy
Troutdale, OR 97060-2078
(503) 674-7265
travis.hultin@troutdaleoregon.gov

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Fairview Counsel

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Right of Way Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Bonnie Heitsch, Assistant Attorney General by e-mail dated December 2nd, 2016.

APPROVED

(If Litigation Work Related to Condemnation is to be done by State)

By _____
Chief Trial Counsel

Date _____

Fairview Contact:

Allen Berry, P.E. Public Works Director
1300 NE Village Street
Fairview, OR 97024-3817
(503) 674-6235
berrya@ci.fairview.or.us

State Contact:

Shannon Fish, Region 1
Right of Way, Program Manager
123 NW Flanders Street
Portland, OR 97209-4012
(503) 731-8433
shannon.fish@odot.state.or.us

SPECIAL PROVISIONS EXHIBIT A
Right of Way Services

THINGS TO BE DONE BY STATE, PORT, TROUTDALE OR FAIRVIEW

1. Pursuant to this Agreement, the work performed on behalf of Port, Troutdale or Fairview can be performed by Port, Troutdale or Fairview, the Port's consultant, the State or a State Flex Services consultant, as listed under Terms of Agreement, paragraph 4 of this Agreement. The work may be performed by Port, Troutdale or Fairview staff or any of these representatives on behalf of Port, Troutdale or Fairview individually or collectively provided they are qualified to perform such functions and after receipt of approval from the State's Region 1 Right of Way Manager. Said approval must be obtained, in writing, prior to the performance of said activities.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Port, Troutdale and Fairview.
3. All Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual".

Instructions: Insert either: State, Port, Troutdale or Fairview on each line.

A. Preliminary Phase

1. State shall provide preliminary cost estimates.
2. State shall make preliminary contacts with property owners.
3. State shall gather and provide data for environmental documents.
4. Port shall develop access and approach road list.
5. Port shall help provide field location and Project data.

B. Acquisition Phase

1. General:
 - a. When doing the Acquisition work, State shall provide Port with a status report of the Project monthly.
 - b. Title to properties acquired shall be in the name of the State.

2. Legal Descriptions:

- a. Port shall provide sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
- b. Port shall provide construction plans and cross-section information for the Project.
- c. Port shall write legal descriptions and prepare right of way maps. If the Port acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide" and the "Right of Way Engineering Manual." The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
- d. Port shall specify the degree of title to be acquired (e.g., fee, easement).

3. Real Property and Title Insurance:

- a. State shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
- b. State shall determine sufficiency of title (taking subject to). If Port acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current "State Right of Way Manual" and the "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide." State shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the Agencies copies of any title policies for the properties acquired.
- c. State shall conduct a Level 1 Initial Site Assessment, according to State Guidance, within Project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the Project design as possible, but at a minimum prior to property acquisition or approved design.
- d. State shall conduct a Level 2 Preliminary Site Investigation, according to State Guidance, of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Initial Site Assessment study indicates the potential presence of contamination that could impact the properties.
 - If contamination is found, a recommendation for remediation will be presented to Port.
- e. Port shall be responsible for arrangement of any necessary remediation.

- f. Port shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.
4. Appraisal:
- a. State shall conduct the valuation process of properties to be acquired.
 - b. State shall perform the Appraisal Reviews.
 - c. State shall recommend Just Compensation, based upon a review of the valuation by qualified personnel.
5. Negotiations:
- a. State shall tender all monetary offers to land-owners in writing at the compensation shown in the Appraisal Review. State shall have sole authority to negotiate and make all settlement offers. Conveyances taken for more or less than the approved Just Compensation will require a statement justifying the settlement. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions. If State performs this function, it will provide the Agencies with all pertinent letters, negotiation records and obligations incurred during the acquisition process.
 - b. State and Port shall determine a date for certification of right of way and agree to cosign the State's Right of Way Certification form. State and Port agree possession of all right of way shall occur prior to advertising of any construction contract, unless appropriate exceptions have been agreed to by Port and State.
 - c. State agrees to file all Recommendations for Condemnation at least seventy (70) days prior to the right of way certification date if negotiations have not been successful on those properties.
6. Relocation:
- a. State shall perform any relocation assistance, make replacement housing computations, and do all things necessary to relocate any displaced parties on the Project.
 - b. State shall make all relocation and moving payments for the Project.
 - c. State shall perform the relocation appeal process.

C. Closing Phase

1. State shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments.
2. State shall record conveyance documents, only upon acceptance by appropriate agency.

D. Property Management

1. State shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
2. Port shall dispose of all improvements and excess land.

E. Condemnation

1. State may offer mediation if the parties have reached an impasse.
2. State shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
3. State shall perform all legal and litigation work related to the condemnation process. Therefore, prior approval evidenced by Chief Trial Counsel, Department of Justice, signature on this Agreement is required. Where it is contemplated that property will be obtained for the Agencies for the Project, such approval will be conditioned on passage of a resolution by Agencies substantially in the form attached hereto as Exhibit D, and by this reference made a part hereof, specifically identifying the property being acquired in the Agencies respective jurisdiction. State shall perform all legal and litigation work related to the condemnation process, including all settlement offers.
4. Where State shall perform legal or litigation work related to the condemnation process, Agencies acknowledge, agree and undertake to assure that no member of Agencies' board or council, nor Agencies' mayor, when such member or mayor is a practicing attorney, nor Agencies' attorney nor any member of the law firm of Agencies' attorney, board or council member, or mayor, will represent any party, except Agencies' against the State of Oregon, its employees or contractors, in any matter arising from or related to the Project which is the subject of this Agreement.

F. Transfer of Right of Way to State

If applicable, Agencies agrees to transfer to the State all right of way acquired on the State highway which was acquired in the Agencies name. The specific method of conveyance will be determined by the Agencies and the State at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. Agencies agree to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agencies during the

right of way acquisition process, and the Agencies Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

G. Transfer of Right of Way to Agencies

If applicable, State agrees to transfer and Agencies agree to accept all right of way acquired on the Agencies facility which was acquired in the State's name. The specific method of conveyance will be determined by the State and the Agencies at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agencies information and file documentation associated with the transfer.

For purposes of Exhibits B and C, references to Department shall mean State, references to Contractor shall mean Agencies, and references to Contract shall mean Agreement.

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Exhibit C
Federal Provisions
Oregon Department of Transportation

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency; judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery
- 2. Have not within a three-year period preceding this Contract been convicted of or had a civil

falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-- PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an

explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered

transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered

transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of

the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of

the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or

procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither

Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

REQUIREMENT CONTACT OFFICE OF
CIVIL RIGHTS AT (503)986-4354.

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING
DEPARTMENT'S DBE PROGRAM

RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN EXHIBIT D
Right of Way Services

(Instructions, please delete before completing form) Regions: This portion of the document is unlocked. The LPA should block and copy to incorporate this language into their own standard resolution form **OR** fill in an "attested to" line or signature line at the bottom and use this form.

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A," attached to this resolution and, by this reference incorporated herein; now, therefore

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. The (insert title of agency)'s staff and the (Agency's Attorney, Counsel, or District's Counsel (or) (The Oregon Department of Transportation and the Attorney General) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).
4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this _____ day of _____, 20__



**FAIRVIEW POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT
DECEMBER 2016**



GENERAL STATISTICS/TYPE	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	TOP 5 TRAFFIC CITE CHARGES
Dispatched Incidents	298	4,448	4,120	7.96%	Driving Uninsured 12
Officer Initiated Incidents	202	3,790	4,185	-9.44%	Driving While Suspended 8
Total Number of Incidents	500	8,238	8,305	-0.81%	Expired Tags 6
Number of Apartment Incidents	65	792	735	7.76%	No Drivers License 5
Police Reports Filed	95	1,055	652	61.81%	Fail to obey TCD 5
Traffic Contacts	128	2,544	3,168	-19.70%	
Citations Issued (Charges)	53	1,105	1,617	-31.66%	
DUII	4	68	58	17.24%	
Gang Contacts	0	29	62	-53.23%	
Community Policing Contacts	90	1,553	2,070	-24.98%	
Foot Patrol Contacts	109	1,469	1,406	-19.70%	
Murders	0	0	0	0.00%	
Chinook Landing Patrol Minutes	1,395	17,725	17,094	17.24%	
Chinook Landing Dispatched	0	117	118	-53.23%	
Blue Lake Patrol Minutes	347	6,243	5,356	-53.23%	
Blue Lake Dispatched Incidents	0	42	35	-24.98%	
Tow Releases	5	66	44	4.48%	
Bike Helmet Contacts	0	47	34	3.69%	
Time Off (Days)	23	413	299	-0.85%	
Rbino Deployments	0	1	1	16.56%	
COPP Deployments	2	87	58	20.00%	
					ALARM ADMINISTRATION REPORT
					Renewals Billed 219
					Renewal Fees Collected \$3,250.00
					Senior Exempt Permits 9
					New Permits Issued 25
					False Alarms w/No Permit 3
					1st False Alarm Events 3
					2nd False Alarm Events 0
					3rd False Alarm Events 1
					False alarm fees collected \$100.00
					False alarm fees billed \$100.00
					Day of most false alarms Wednesday
					Time most false alarms 2:20 AM

Partnership, Innovation, Communication, Empowerment"



**FAIRVIEW POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT**

DECEMBER 2016



SELECTED CALLS FOR SERVICE**	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	SPECIFIC OVERTIME CATEGORIES	HOURS
Abuse/Neglect	1	8	12	-33.33%	Cover Short Shift	27.00
Accident/Injury or Fatal	3	42	46	-8.70%	Court	12.00
Accident/Property Damage	19	125	89	40.45%	Traffic Safety Grant	4.50
Assault	3	72	69	4.35%	Gang Unit	0.00
Burglary	4	42	33	27.27%	Presentations/Meetings	1.00
Domestic Disputes	1	13	15	-13.33%	Patrol-End of Shift	25.25
Drugs/Narcotics	1	28	27	3.70%	Major Crime Team	44.50
Disturbance-Fights-Noise	19	342	307	11.40%	SRO	0.00
Forgery/Fraud	0	23	31	-25.81%		
Hit and Run	11	75	79	-5.06%		
Neighborhood Problem	0	0	0	0.00%		
Runaway/Missing	4	111	73	52.05%		
Sex Offense	2	25	33	-24.24%		
Suicide	1	31	36	-13.89%		
Suspicious Person or Circumstance	30	687	660	4.09%		
Thefts	26	350	313	11.82%		
Trespass/Prowler	0	7	1	600.00%		
Vandalism	6	83	83	0.00%		
Vehicles Recovered	8	44	24	83.33%		
Vehicles Stolen	12	111	46	141.30%		
Death(Not Suicide/Murder)	2	8	12	-33.33%		

**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

December 2016

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 Flener is currently in this assignment. 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	11	64
Assist Faculty with Problem	9	61
Meeting/Assist Family/Parents/Guardians	0	12
Classroom Presentations	7	17
Welfare Check/Home Check	3	3
Gang Affiliation Contacts	0	2



Fairview Police Department

SUPERVISORS REPORT TO CHIEF AND COUNCIL

MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Prepared by Sergeant Kirby

December 2016

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, one Fairview Officer is assigned to the MCT, who is on-call alternating weeks during the month and is subject to being paged out for an MCT activation at any time day or night.

Prepared by Sergeant Kirby



Fairview Police Department

SUPERVISORS REPORT TO CHIEF AND COUNCIL

MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Detectives Monthly Report

CASES ASSIGNED	TOTAL	YTD
Fairview police cases assigned for investigation follow-up	6	206
Outside police agency cases received and referred to investigator	3	26
DHS cross reporting cases referred to investigator and Child Abuse Team cases	8	66
Domestic Violence cases referred for investigator follow-up	4	36
Domestic Violence cases Review Only-No Action Required	0	14
Outside Agency Reports Reviewed	6	44
MISCELLANEOUS ASSIGNMENTS	TOTAL	YTD
Investigative Assists-Fairview	4	46
Investigative Assists-Outside Agency	4	34
Sex Offenders Assessed/Interviewed	11	142
Sex Offenders Arrested	0	0

ASSIGNED CASES FINAL DISPOSITION	TOTAL	YTD
Closed - Cleared by Arrest or Citation	2	12



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



Closed - Referred to District Attorney's Office for Review	1	17
Closed- Suspend, No Further Follow-up Possible at this Time. Reopen if More Develops	6	37
Closed - Unfounded	0	13
Closed - Cleared by Exception- Civil Compromise, Victim Will Not Prosecute	0	7
Closed - No Crime	0	2
Referred to Another Agency for Further Action, Nothing Else Can be Done by Fairview PD	0	2
Reports Reviewed-No Action Required	3	55
COMMUNITY CONTACTS	TOTAL	YTD
Neighborhood Watch Program/Community Meetings	2	27
School Talks	0	0
Self Defense Classes	0	1
Apartment Management Contact	2	21
Citizen Contact	10	126
COMMENTS		
15-49012 missing –on-going		
DV RAPE 16-7529		
5 STAR THEFTS 16-6865, 16-6973		
GPD HOMICIDE 16-69617		
Rape 16-8226 Minor/Oakland PD Case Assist		

Prepared by: Sergeant Kirby

December 2016



Fairview Police Department

SUPERVISORS REPORT TO CHIEF AND COUNCIL

MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



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.

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There were __ VCT activations resulting from a crash inside Fairview city limits during the month. **This section is not assigned to Sgt. Kirby.**

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



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. **This section not assigned to Sgt. Kirby.**

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**



Prepared by: Sergeant Kirby

December 2016

Reserve Officer Program Monthly Report

Monthly Reserve Officer Activity							
Officer	Regular Patrol	Field Training Program	Meetings	Court	Regular Training	Special Assignment	Total
McClaughry	7.75						7.75



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





**FAIRVIEW POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT**

JANUARY 2017



GENERAL STATISTICS/TYPE	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	TOP 5 TRAFFIC CITE CHARGES
Dispatched Incidents	355	355	364	-2.47%	Driving Uninsured 16
Officer Initiated Incidents	204	204	318	-35.85%	Driving While Suspended 15
Total Number of Incidents	559	559	682	-18.04%	Speeding 9
Number of Apartment Incidents	67	67	60	11.67%	No Operator License 6
Police Reports Filed	133	133	59	125.42%	DUII 5
Traffic Contacts	116	116	247	-53.04%	ALARM ADMINISTRATION REPORT
Citations Issued (Charges)	66	66	77	-14.29%	Renewals Billed
DUII	5	5	3	66.67%	Renewal Fees Collected
Gang Contacts	0	0	2	-100.00%	Senior Exempt Permits
Community Policing Contacts	77	77	110	-30.00%	New Permits Issued
Foot Patrol Contacts	80	80	148	-45.95%	False Alarms w/No Permit
Murder	0	0	0	0.00%	1st False Alarm Events
Chinook Landing Patrol Minutes	1250	1250	1005	24.38%	2nd False Alarm Events
Chinook Landing Dispatched	4	4	5	-20.00%	3rd False Alarm Events
Blue Lake Patrol Minutes	257	257	365	-29.59%	False alarm fees collected
Blue Lake Dispatched Incidents	0	0	1	-100.00%	False alarm fees billed
Tow Releases	8	8	6	33.33%	Day of most false alarms
Bike Helmet Contacts	0	0	3	-100.00%	Time most false alarms
Time Off (Days)	29	29	28	3.57%	
Rhino Deployments	0	0	1	-100.00%	
COPP Deployments	0	0	8	-100.00%	

**No Alarm Report Due to Alarm Administrator out for Medical Issues

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



FAIRVIEW POLICE DEPARTMENT MONTHLY ACTIVITY REPORT

JANUARY 2017



SELECTED CALLS FOR SERVICE**	THIS MONTH	YTD THIS YEAR	YTD LAST YEAR	% +/-	SPECIFIC OVERTIME CATAGORIES	HOURS
Abuse/Neglect	0	0	2	-100.00%	Cover Short Shift	63.25
Accident/Injury or Fatal	2	2	2	0.00%	Court	12.00
Accident/Property Damage	16	16	15	6.67%	Traffic Safety Grant	0.00
Assault	3	3	5	-40.00%	Gang Unit	11.50
Burglary	4	4	1	300.00%	Presentations/Meetings	6.25
Domestic/Family Disturbance	0	0	0	0.00%	Patrol-End of Shift	9.75
Drugs/Narcotics	0	0	2	-100.00%		
Disturbance-Fights-Noise	32	32	26	23.08%		
Forgery/Fraud	5	5	1	400.00%		
Hit and Run	7	7	7	0.00%		
Neighborhood Problem	0	0	0	0.00%		
Runaway/Missing	8	8	14	-42.86%		
Sex Offense	3	3	1	200.00%		
Suicide	2	2	3	-33.33%		
Suspicious Person or Circumstance	33	33	68	-51.47%		
Thefts	30	30	25	20.00%		
Trespass/Prowler	0	0	0	0.00%		
Vandalism	7	7	13	-46.15%		
Vehicles Recovered	7	7	1	600.00%		
Vehicles Stolen	18	18	9	100.00%		
Death(Not Suicide/Murder)	0	0	0	0.00%		

**Coded at time of dispatch, not final disposition

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



Fairview Police Department

SUPERVISORS REPORT TO CHIEF AND COUNCIL

MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Prepared by Sergeant Kirby

January 2017

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 Flener is currently in this assignment. 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. Several school closures throughout the month, due to snow conditions.

	This Month	Year to Date
Student Interventions	27	27
Assist Faculty with Problem	26	26
Meeting/Assist Family/Parents/Guardians	5	5
Classroom Presentations	3	3
Welfare Check/Home Check	0	0
Gang Affiliation Contacts	0	0



Fairview Police Department

SUPERVISORS REPORT TO CHIEF AND COUNCIL

MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Prepared by Sergeant Kirby

January 2017

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, one Fairview Officer is assigned to the MCT, who is on-call alternating weeks during the month and is subject to being paged out for an MCT activation at any time day or night.

Prepared by Sergeant Kirby



Fairview Police Department

SUPERVISORS REPORT TO CHIEF AND COUNCIL

MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



Detectives Monthly Report

CASES ASSIGNED	TOTAL	YTD
Fairview police cases assigned for investigation follow-up	2	2
Outside police agency cases received and referred to investigator	2	2
DHS cross reporting cases referred to investigator and Child Abuse Team cases	2	2
Domestic Violence cases referred for investigator follow-up	0	0
Domestic Violence cases Review Only-No Action Required	1	1
Outside Agency Reports Reviewed	0	0
MISCELLANEOUS ASSIGNMENTS	TOTAL	YTD
Investigative Assists-Fairview	6	6
Investigative Assists-Outside Agency	3	3
Sex Offenders Assessed/Interviewed	18	18
Sex Offenders Arrested	0	0

ASSIGNED CASES FINAL DISPOSITION	TOTAL	YTD
Closed - Cleared by Arrest or Citation	1	1



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



Closed - Referred to District Attorney's Office for Review	1	1
Closed- Suspend, No Further Follow-up Possible at this Time. Reopen if More Develops	2	2
Closed - Unfounded	0	0
Closed - Cleared by Exception- Civil Compromise, Victim Will Not Prosecute	0	0
Closed - No Crime	0	0
Referred to Another Agency for Further Action, Nothing Else Can be Done by Fairview PD	1	1
Reports Reviewed-No Action Required	4	4
COMMUNITY CONTACTS	TOTAL	YTD
Neighborhood Watch Program/Community Meetings/School Meetings	2	2
Apartment Management Contact	0	0
Citizen Contact	12	12
COMMENTS		
MCT Homicide 16-69617, 17-3626-Case 15-490212		
Sex Assault 16-8226		
Oakland PD WXT.		
EMGET WXT Oaks Woods		

Prepared by: Sergeant Kirby

January 2017



Fairview Police Department

SUPERVISORS REPORT TO CHIEF AND COUNCIL

MONTHLY UNIT OR SPECIAL ACTIVITY REPORT



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. **This section is not assigned to Sgt. Kirby.**

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



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. **This section not assigned to Sgt. Kirby.**

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



Prepared by: Sergeant Kirby

January 2017

Reserve Officer Program Monthly Report

Monthly Reserve Officer Activity							
Officer	Regular Patrol	Field Training Program	Meetings	Court	Regular Training	Special Assignment	Total
McClaughry	0						0



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



Prepared by: Sergeant Meyer

January 2017

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.

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There were no 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 Call out



ARTS & COMMUNITY EVENTS
ADVISORY COMMITTEE MEETING

1300 NE Village Street
Fairview, OR 97024
Tuesday, February 21, 2017

PRESENT:

Shalynn Rivas, Chair
Mary Murrell
Tammy Sibold, Vice Chair
Danielle Utter
Council Liaison Lisa Barton Mullins

STAFF:

Devree Leymaster, City Recorder

**1. CALL TO ORDER – 5:30 PM
ROLL CALL**

2. PUBLIC WISHING TO SPEAK ON NON-AGENDA ITEMS

Brian Cooper, Fairview, OR proposed ACEAC consider implementing and managing a art mural program. These types of programs have been successful in deterring graffiti and are often managed by art committees. Two areas in Fairview that have frequent graffiti is the bridge near Salish and the 223rd and Sandy underpass.

Darren Riordan, Fairview, OR reported Friends of Fairview is having a litter walk along Fairview Parkway on March 4. Meet at 9 AM by the Community Park gazebo; dress for the weather; and if you have it please bring reflective vest, gloves, and garbage picker

3. REVIEW AND ADOPT MINUTES

a. February 2, 2017

Member Murrell moved to approve the February 2, 2017 minutes and Member Utter seconded. The motion passed unanimously.

4. EVENTS

a. Easter Egg Hunt – Saturday, April 15

Chair Rivas opened the discussion and asked the Committees thoughts on where to hold the event: Fairview Elementary or Community Park. Member Utter shared the schools field will be blocked off and staged for construction at the time of the event, but the school will allow the event within the fenced area in front the school. The committee discussed the options. Though the committee supported moving the event into Historic Fairview; did not believe the location and timing was adequate for this year. Member Murrell moved to host the 2017 Easter Egg Hunt at Community Park and Vice Chair Sibold seconded. The motion passed unanimously.

The Committee discussed different aspects of the event as follows.

- Eggs: looked at options for pre-filled plastic eggs and decided to continue with candy eggs due to cost.
- Planting activity: looked at craft flower pot kits. Committee liked the idea but wanted to research other options and costs. Member Murrell will investigate other options/costs.

- Prizes: will continue with ticket system, where all children will get a prize. Will adjust prize categories to stay within budget.
- Member Utter will check with Anthem to see if they want to host a selfie picture area.
- Event booths: invite Taekwondo, Fairview Library and Modern Dentistry. Echo would like a booth and the Committee requested there be a city booth. Anthem may also want a booth.
- CR Leymaster is to request donated bales of straw from Burns Feed Store and invite Gresham Fire.
- Volunteers: reviewed volunteer assignments. Need about 20.
- Coffee: Committee would like to provide coffee at no cost. CR Leymaster will inquire about a donation from Stomping Grounds.
- Committee agreed an organization i.e. Girl Scouts could sell snack items. CR Leymaster will send a request to the troop leader who uses the Community Center.
- CR Leymaster reported the bunny costume is ordered, Townsend Farms has made a large donation and letters were mailed to First Community CU, Dirt and Aggregate, Five Star Storage and Troutdale McDonalds.

5. DISCUSS WORK PLAN GOALS – FISCAL YEAR 2017-18

Member Utter shared information regarding grant opportunities for arts, events, and heritage. She noted having a Heritage Cultural Commission can put you into a non-compete category for some grant opportunities. She proposed the Committee explore including culture and heritage in its objectives.

The Committee agreed to continue the four current events (Easter Egg Hunt, Flicks in the Park, Veterans Recognition, and Christmas Tree Lighting) in the upcoming work plan. They discussed hosting an art event i.e. Chalk the Sidewalk at the Fairview on the Green event, exploring an art mural program, and researching hosting an event to celebrate Fairview's Anniversary (110 years) in May 2018.

CR Leymaster offered to document the items discussed in a proposed work plan and send it the Committee for comments/corrections. This the draft work plan that Council Liaison Barton Mullins will share with the City Council during their discussion of Advisory Committee work plans. The Committee agreed.

6. COMMITTEE/STAFF UPTDATES

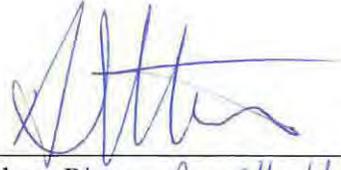
CR Leymaster shared that the Committee's report to City Council is due and proposed two potential dates: March 15 and April 19. Chair Rivas requested the report be scheduled for April 19, so she could include the Easter Egg Hunt in her report. Members of the Committee are encouraged to attend the meeting if their schedules allow.

7. TENTATIVE AGENDA ITEMS – March 22, 2017

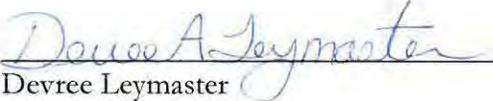
- East Egg Hunt
- Review Council Report Topics – April 19
- Review/Define "Arts" in ACEAC Objective

8. ADJOURNMENT

The meeting adjourned at 7:30 PM by unanimous vote.



~~Shalynn Rivas~~ *Dannelle Utter*
Chair



Devree Leymaster
City Recorder



Date

City of Fairview
Parks and Recreation Advisory Committee
Meeting Minutes
February 22, 2017

PRESENT:

Darren Riordan, Chair
Hollie Holcombe
Steve Kaufman
Bob Dolphin
Councilor Natalie Voruz (arrived 6:18 PM)

ABSENT:

Lauri Kreamier, Vice Chair
Steven Marker

STAFF:

Peter Armans, Engineering Associate

OTHER ATTENDEES:

Brian Cooper (as member of the public)
Katherine Ashford

1. CALL TO ORDER/ROLL CALL

Chair Riordan called the meeting to order at 6:00 PM.

2. REVIEW AND ADOPT MINUTES – January 26, 2017

The minutes from the 26th of January 2017 meeting were tabled and reviewed. Kaufman moved to approve the minutes as submitted, Holcombe seconded it, and minutes were approved by consensus.

3. STAFF UPDATE

Armans noted that Lakeshore Park bank stabilization project will not be completed this year due to soft soils. The viewing platform on the west side will be made larger. The second platform will remain on the north side to provide fishing access. The 20'x28' shelter is in fabrication. Lakeshore year 1 plan is underway and scope has not changed.

Kaufman and Dolphin noted that the clearing provided an enhanced identify and view from the park. Armans expressed his struggle to reach ODFW to discuss fish stocking and plans/ideas for a fishing derby. Ashford and Kaufman concluded that the last 2 weeks of June would be a good time for the derby.

4. DISCUSSION ITEMS NOT ON THE AGENDA

None.

5. 2017 PRAC WORK-PLAN DISCUSSION AND RECOMMENDATION TO COUNCIL

Armans mentioned that Council will be discussing the work-plan on March 1st. If PRAC desires, the Chair could forward a suggested list to Devree to submit to Council. Riordan and Dolphin discussed whether more details on the work-plan are needed and concluded PRAC should integrate the CIP list as part of their recommendations to Council. Armans will forward the final list to Riordan for his reference.

6. COMMITTEE REPORT TO CITY COUNCIL

Armans mentioned that PRAC is scheduled to report to Council on March 15th. Riordan indicated that he will attend the March 15th meeting and will do the quarterly report.

7. PARKS MASTER PLAN UPDATE

Ashford mentioned that she has been in discussions with Armans and Public Works Director Allan Berry to start a CIP list. Armans mentioned that PRAC may look at the handed out table and discuss moving around/adding/removing tasks or projects.

PRAC discussed and reviewed the “Working Table for Parks CIP” table. Upon discussion and review a final suggested table was assembled to consider as the CIP list for the Parks Master Plan (see attached table). Armans mentioned that this list will have to be further reviewed after cost estimates are computed and workload is considered by Allan Berry.

Councilor Voruz indicated that she will clarify the scope of the Salish ponds bathrooms and historic jail upgrades with the Council.

10. ADJOURNMENT

Kaufman moved to adjourn the meeting, Dolphin seconded it. Meeting adjourned at 7:04 PM by consensus.

Darren Riordan, Chair

Peter Armans
Engineering Associate

Date

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

Final Suggested Table Upon Discussion

CITY OF FAIRVIEW: WORKING TABLE FOR PARKS CIP											
	Lakeshore Park	Salish Ponds Wetland Park	Community Park	Off-leash Dog Park	Pelfrey Park	Indian John Park	Fairview Woods	Park Cleone	Nechocokee/ Handy Park	Hockaday Park	207th/Halsey
Year Zero 2016/17	Clear brush to enhance lake view	Trail markers					Trail markers	Trail markers	Bench in community garden		
	Upgrade trail to blacktop										
	Viewing platform on north and west side										
	ADA Bench Placement										
Year One 2017/18	Covered picnic area with six picnic tables I	Engineering Plans for two restrooms/ fish cleaning stations (Councilor Voruz to clarify)	Trail upgrade				Trail connection to Wood Village trails (Most cost by WV)		County Jail Upgrades (Councilor Voruz to clarify)	ADA access to viewing bench	
	Life preservers								Lot line adjustment		
	Nature play in open space								Name change Handy Gazebo Nachocokee Park		
Year Two 2018/19	Covered picnic area with six picnic tables II	Construction of restrooms/ fish cleaning stations									
	Parking	ADA compliant gate to Reynolds Middle School									
Year Three 2019/20		Work-out stations by East Pond						Three-sided bench in covered pavilion	Three sided bench in gazebo		
		Fishing/viewing platforms on East Pond									
Year Four 2020/21	Engineering and Construction of restroom		Restroom and associated utilities	Off-leash dog park with parking, bathroom and related amenities							
	Canoe Launch										
Year Five 2021/22					off-leash dog area						
					Covered picnic tables						
					Community garden						
					Playground equipment upgrade						
Long Term		ADA gate by Glisan Street			Restroom and associated utilities	Trail lighting					PPL easement possible soccer field/ or a possible location for off-leash dog park/ or both
		Trail connection from northeast side of Salish trail to Indian John park									
		Parking									
		Possible location for soccer field/ off-leash dog park (contingent on private donation)									



MINUTES
PLANNING COMMISSION MEETING
1300 NE Village Street
Fairview, OR 97024
Tuesday, March 14, 2017

PRESENT: Steve Kaufman
Les Bick
Russell Williams
Hollie Holcombe
Steven Hook

ABSENT: Jeff Dennerline
Ed Jones, Chair

STAFF: Allan Berry, Public Works Director
Erika Palmer, Senior Planner
Devree Leymaster, City Recorder

1. CALL TO ORDER

Commissioner Kaufman called the meeting to order.

2. ELECT PRO TEM CHAIR

Due to the absence of the Chair and no elected Vice Chair, Commissioner Williams nominated Commissioner Kaufman to be Chair Pro Tem and Commissioner Holcombe seconded. The motion passed unanimously.

3. CITIZENS WISHING TO SPEAK ON NON-AGENDA ITEMS

None.

4. NEW COMMISSIONER INTRODUCTIONS

Each Commissioner introduced them self.

5. APPOINT VICE CHAIR

Chair Pro Tem Kaufman moved to appoint Commissioner Williams as Vice Chair and Commissioner Holcombe seconded. The motion passed unanimously.

6. REVIEW AND ADOPT MINUTES

Commissioner Williams moved to approve the January 10, 2017 minutes and Commissioner Bick seconded. The motion passed unanimously.

7. COMMISSION WORK ITEMS

a. Comprehensive Plan & Development Code Update

Senior Planner Palmer commented there will be opportunities for the Commission to review the Comprehensive Plan and Development Code for updates where needed. She noted these are living documents that need to be reviewed and amended to keep with community values and development plans. Most likely the review will be section by section; while verifying consistency throughout.

b. Vacation Rental Discussion

SP Palmer shared the topic of short term rentals was brought up at City Council. The city has received one complaint concerning these types of rentals. Currently they are not regulated, nor do they have a business license requirement associated to them. The question for Planning Commission will be do we want regulatory code to addresses this?

Chair Pro Tem Kaufman replied he would want to know how many there are in Fairview, how big of an issues is it, and is there a problem. Other Commissioners agreed, would want to know if there truly is a problem before addressing regulatory options. SP Palmer noted she would research the scope of short term rentals in Fairview.

7. STAFF UPDATES

a. Pre-Applications

SP Palmer reported there are two mixed use developments (commercial in front and residential in back) expected to come in for pre-application review. The lots are within the Town Center Commercial (TCC) zone: one is between 208th Place and 207th on Halsey (vacant parcel to the west) and the other is on the corner of 207th (north). Separate architectural firms are representing each developer. The next step after pre-app will be the submittal of a development application, which will come before the Commission.

Commissioner Bick asked if there had been any word about the property at 223rd and Sandy. SP Palmer replied they have indicated they will be moving forward with a pre-application for a mixed used development (commercial facing Sandy and residential in the back).

Director Berry reported drilling along Marine Drive for the Levee Project has begun. There could be some traffic delays.

8. TENTATIVE AGENDA

- Planning Commission (2 hour) Training – April 11, 2017

9. ADJOURNMENT

Meeting adjourned by consensus at 6:51 PM.

Devree A. Leymaster
City Recorder

Ed Jones
Chair

Date



City of Fairview

Check Register

Packet: APPKT01966 - 3/10/2017 AP RA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
02131	EDITH TAMAY MENA	03/10/2017	Regular	0.00	150.00	63881
0001	Invoice	03/09/2017	TWO CITIES REC PROG MEETING- TRANSL	0.00	150.00	
02132	JESUS ANGEL RAMOS	03/10/2017	Regular	0.00	350.00	63882
INV0024778	Invoice	03/09/2017	TWO CITIES REC PROG MEETING- CATERI	0.00	350.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	500.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	500.00



By Check Number

Vendor Number Payable #	Vendor Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: US BANK-OPERATING ACCOUNT						
02100	ADVANCE STORES COMPANY INC	03/15/2017	Regular	0.00	9.99	63886
5744-556962	Invoice	02/18/2017	PW -HALOGEN HEADLIGHT	0.00	13.99	
CM0000333	Credit Memo	02/28/2017	HALOGEN HEADLIGHT/PURCH DW CAPSU	0.00	-4.00	
01347	ALEXIN ANALYTICAL LABORATORIES	03/15/2017	Regular	0.00	525.00	63887
29355	Invoice	02/28/2017	ROUTINE COLIFORM & E. COLI TESTING	0.00	525.00	
00031	ALSCO INC	03/15/2017	Regular	0.00	94.09	63888
LPOR1836623	Invoice	02/06/2017	SHOP TOWELS	0.00	94.09	
01151	BAHAIS OF MULTNOMAH EAST	03/15/2017	Regular	0.00	150.00	63889
INV0024789	Invoice	02/25/2017	CC DEPOSIT REFUND	0.00	150.00	
02133	BRIDGETTE CONNELL	03/15/2017	Regular	0.00	300.00	63890
INV0024790	Invoice	02/26/2017	CC - DEPOSIT REFUND	0.00	300.00	
00145	CASCADE CENTERS INC	03/15/2017	Regular	0.00	17.10	63891
87104	Invoice	03/01/2017	EMPLOYEE ASSISTANCE PROGRAM	0.00	17.10	
00727	CENTRAL NETWORK RETAIL GROUP	03/15/2017	Regular	0.00	648.81	63892
A51238	Invoice	02/10/2017	STEEL CABLE/FASTNERS/WEED BARRIER/	0.00	648.81	
00178	CITY OF GRESHAM	03/15/2017	Regular	0.00	2,962.50	63893
41385	Invoice	02/28/2017	BLDG PROFESSIONAL SVCS - 1/21/17-2/2	0.00	2,962.50	
00178	CITY OF GRESHAM	03/15/2017	Regular	0.00	45.00	63894
INV0024793	Invoice	03/14/2017	FV POLICE HOLDING CELL INSPECTION	0.00	45.00	
00213	CTX BUSINESS SOLUTIONS INC	03/15/2017	Regular	0.00	287.89	63895
IN1130089	Invoice	03/14/2017	CS/PW COPIER USAGE 1/25/2017-2/24/2	0.00	287.89	
00293	DIAL TEMPORARY HELP SERVICES IN	03/15/2017	Regular	0.00	547.20	63896
316761	Invoice	03/14/2017	TEMP/HELP GALLAGHER WEEK ENDING 2	0.00	547.20	
01050	FAMILY HOME SERVICES INC	03/15/2017	Regular	0.00	119.00	63897
82655	Invoice	02/27/2017	BI MONTHLY MICE TREATMENT	0.00	119.00	
00314	FASTENAL COMPANY	03/15/2017	Regular	0.00	250.06	63898
ORPO842914	Invoice	02/21/2017	TRASH BAGS/FULLY COATED GLOVES	0.00	141.87	
ORPD843033	Invoice	02/21/2017	LATEX GLOVES/URNIAL SCREEN/PAPER T	0.00	108.19	
02104	FREGONESE ASSOCIATES INC	03/15/2017	Regular	0.00	10,700.00	63899
444-005	Invoice	01/31/2017	HALSEY CORRIDOR ECONOMIC PLANNING	0.00	10,700.00	
02134	HELEN MUIR	03/15/2017	Regular	0.00	150.00	63900
INV0024801	Invoice	03/04/2017	CC DEPOSIT REFUND	0.00	150.00	
01834	JOHN R WIEBKE	03/15/2017	Regular	0.00	787.50	63901
21	Invoice	02/14/2017	HALSEY CORRIDOR STRAGERY PLANNING	0.00	787.50	
01767	KEVIN RAY POTTER	03/15/2017	Regular	0.00	3,648.00	63902
INV0024802	Invoice	03/03/2017	PD WEBLEDS 12MONTH SUBSCRIPTION	0.00	3,648.00	
00542	LOWES COMPANIES INC	03/15/2017	Regular	0.00	156.93	63903
INV0024803	Invoice	02/25/2017	WRENCH SET/TAPE/BOLTS/POWER SNAK	0.00	156.93	
02135	MELISSA SMITH	03/15/2017	Regular	0.00	150.00	63904
INV0024804	Invoice	03/06/2017	CC DEPOSIT REFUND	0.00	150.00	

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
00619 INV0024805	MULTNOMAH COUNTY TREAS Invoice	03/15/2017 02/28/2017	Regular COUNTY ASSESSMENTS (JAIL) - FEBRUARY	0.00 0.00	114.13 114.13	63905
02136 INV0024812	NAJLA FARAH Invoice	03/15/2017 03/06/2017	Regular PD DRY CLEANING	0.00 0.00	395.26 395.26	63906
00637 39-201702	NET ASSETS CORPORATION Invoice	03/15/2017 03/01/2017	Regular FINANCE-TITLE SEACHES JAN 2017	0.00 0.00	180.00 180.00	63907
02096 INV0024779	NOLAN YOUNG Invoice	03/15/2017 03/01/2017	Regular LODGING REIMBURSEMENT - FEB 2017	0.00 0.00	417.84 417.84	63908
00793 INV0024781	OFFUTT COMPANIES INC. Invoice	03/15/2017 02/22/2017	Regular TELESCOPING POLE /ADAPTER/SAWHEAD	0.00 0.00	291.90 291.90	63909
00683 7020377	ONE CALL CONCEPTS INC Invoice	03/15/2017 02/28/2017	Regular OREGON UTILITY NOTIFICATION -FEBRUA	0.00 0.00	104.28 104.28	63910
00694 0116335-IN	OREGON CORRECTIONS ENTERPRISE Invoice	03/15/2017 02/25/2017	Regular TRAFFIC SIGNS	0.00 0.00	408.00 408.00	63911
00695 INV0024810	OREGON DEPARTMENT OF REVENUE Invoice	03/15/2017 02/28/2017	Regular STATE ASSESSMENTS-LEMLA/UNITARY/O	0.00 0.00	230.98 230.98	63912
00747 3302867807	PITNEY BOWES GLOBAL FINANCIAL Invoice	03/15/2017 02/18/2017	Regular LEASE- POSTAGE METER & FOLDER/INSER	0.00 0.00	1,245.00 1,245.00	63913
00906 INV0024785	TAMMY SHANNON Invoice	03/15/2017 03/01/2017	Regular IPAD CASES -BERRY/LEYMASTER/FOLGER	0.00 0.00	41.97 41.97	63914
01184 9780548104 9780548105 9780548106 9780548107	VERIZON WIRELESS Invoice Invoice Invoice Invoice	03/15/2017 02/18/2017 02/18/2017 02/18/2017 02/18/2017	Regular PD WIRELESS PW - WIRELESS PW - IPADS WIRELESS SERVICE IPADS- BERRY/LEYMASTER/FOLGER	0.00 0.00 0.00 0.00	2,001.69 400.10 200.05 95.04 1,306.50	63915
01580 4484 4485	WIRE WORKS LLC Invoice Invoice	03/15/2017 10/07/2016 10/07/2016	Regular PD SHOP 21 DECOMMISSION PD SHOP 21 GRAPHICS REMOVED	0.00 0.00 0.00	574.00 358.00 216.00	63916
02067 144341	ZW USA INC. Invoice	03/15/2017 02/22/2017	Regular DOG WASTE BAGS	0.00 0.00	351.00 351.00	63917

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	38	32	0.00	27,905.12
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
	38	32	0.00	27,905.12



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
00381	GRESHAM AUTOMOTIVE INC	03/16/2017	Regular	0.00	27,877.41	63918
<u>GG865778</u>	Invoice	03/16/2017	PD- 2016 FORD POLICE INTERCEPTPR AW	0.00	27,877.41	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	27,877.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	27,877.41



City of Fairview

Check Register

Packet: APPKT01973 - 3/16/2017 AP RA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
00178	CITY OF GRESHAM	03/17/2017	Regular	0.00	58,544.90	63919
INV0024821	Invoice	02/28/2017	SEWER DISPOSAL- FEBRUARY 2017	0.00	58,544.90	
00179	CITY OF PORTLAND	03/17/2017	Regular	0.00	1,260.35	63920
10238175	Invoice	02/28/2017	PD - RADIO COMMUNICATION	0.00	1,260.35	
01081	COMCAST FINANCIAL AGENCY CORP	03/17/2017	Regular	0.00	261.17	63921
INV0024823	Invoice	02/23/2017	CH- INTERNET	0.00	139.85	
INV0024824	Invoice	02/28/2017	PW SHOP -INTERNET	0.00	109.85	
INV0024825	Invoice	02/22/2017	CH- CABLE	0.00	11.47	
00293	DIAL TEMPORARY HELP SERVICES IN	03/17/2017	Regular	0.00	547.20	63922
317048	Invoice	03/01/2017	TEMP/HELP GALLAGHER WEEK ENDING 2	0.00	547.20	
00261	DICKEY AND TREMPER LLP	03/17/2017	Regular	0.00	9,000.00	63923
64111	Invoice	02/28/2017	ANNUAL AUDIT FOURTH INTERIM BILLIN	0.00	9,000.00	
00314	FASTENAL COMPANY	03/17/2017	Regular	0.00	223.09	63924
ORPO843154	Invoice	02/28/2017	SIMPLEGREEN/CENTURYMAIN	0.00	154.01	
ORPO843195	Invoice	02/28/2017	C-FOLD PAPER TOWELS/TOILET STCVRS	0.00	69.08	
01042	FRONTIER COMMUNICATIONS CORP	03/17/2017	Regular	0.00	1,484.13	63925
INV0024833	Invoice	02/28/2017	TELEPHONE- FV LAKE PS	0.00	171.15	
INV0024834	Invoice	02/25/2017	TELEPHONE- CC	0.00	95.34	
INV0024835	Invoice	02/28/2017	TELEPHONE-HALSEY RESERVOIR	0.00	159.98	
INV0024836	Invoice	02/28/2017	TELEPHONE-WELL #6	0.00	40.28	
INV0024837	Invoice	02/28/2017	TELEPHONE- BLUE LAKE PS	0.00	123.06	
INV0024838	Invoice	02/28/2017	TELEPHONE- GLISAN RESERVOIR	0.00	40.28	
INV0024839	Invoice	02/28/2017	TELEPHONE- WELL #8	0.00	83.49	
INV0024840	Invoice	02/28/2017	TELEPHONE- INTERLACHEN PS	0.00	73.36	
INV0024841	Invoice	02/28/2017	TELEPHONE- SHOP	0.00	374.67	
INV0024842	Invoice	02/28/2017	TELEPHONE- CH	0.00	322.52	
00402	HD SUPPLY WATERWORKS LTD	03/17/2017	Regular	0.00	9.60	63926
G776088	Invoice	03/02/2017	HYDRANT REPAIR KIT	0.00	9.60	
00522	LES SCHWAB TIRES	03/17/2017	Regular	0.00	140.00	63927
201000631050	Invoice	03/03/2017	PD (E261458)WINTER CHANGE-OVER	0.00	70.00	
20100630226	Invoice	03/10/2017	PD (E265102) WINTER CHANGE-OVER	0.00	70.00	
00280	LINDEN TECHNOLOGIES INC	03/17/2017	Regular	0.00	606.04	63928
8828	Invoice	02/28/2017	MERCHANT FEES	0.00	606.04	
01527	LISA BARTON MULLINS	03/17/2017	Regular	0.00	20.00	63929
INV0024846	Invoice	03/09/2017	REIMB EMEA LUCHEON -BARTON MULLIN	0.00	20.00	
00615	MULTNOMAH COUNTY OREGON	03/17/2017	Regular	0.00	9,000.00	63930
INV0024847	Invoice	02/28/2017	POLICE CHIEF SERVICES- FEB 2017	0.00	9,000.00	
00676	OFFICEMAX A BOISE CO	03/17/2017	Regular	0.00	78.75	63931
INV0024848	Invoice	03/02/2017	OFFICE SUPPLIES -PW	0.00	78.75	
00249	OREGON DEPARTMENT OF ADMINI	03/17/2017	Regular	0.00	757.58	63932
AIA19467	Invoice	03/06/2017	PD -VEHICLE LEASE/FUEL	0.00	757.58	
01136	SCOTT DOWNING	03/17/2017	Regular	0.00	125.00	63933
INV0024849	Invoice	02/08/2017	COURT - JUDICIAL SERVICES FEB 2017	0.00	125.00	

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
02060	STAPLES CONTRACT & COMMERICA	03/17/2017	Regular	0.00	257.37	63934
3330884585	Invoice	02/18/2017	FINANCE - OFFICE SUPPLIES	0.00	7.49	
3330884588	Invoice	02/18/2017	FINANCE -OFFICE SUPPLIES	0.00	39.30	
3330884589	Invoice	02/18/2017	FINANCE -OFFICE SUPPLIES	0.00	11.59	
333088490	Invoice	02/18/2017	PW -OFFICE SUPPLIES	0.00	81.47	
3331732773	Invoice	02/25/2017	ADM/FI/CS- OFFICE SUPPLIES	0.00	67.16	
3331732777	Invoice	02/25/2017	ADMIN/FINANCE - OFFICE SUPPLIES	0.00	50.36	
00674	US BANK NATIONAL ASSOCIATION	03/17/2017	Regular	0.00	303.00	63935
325505287	Invoice	02/28/2017	CONTRACT PMT COPIER C754E -PW	0.00	303.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	35	17	0.00	82,618.18
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
	35	17	0.00	82,618.18



City of Fairview

Check Register

Packet: APPKT01975 - 3/20/2017 PO #17-0005 RA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
00761	PSU	03/20/2017	Regular	0.00	8,000.00	63936
17-122	Invoice	03/20/2017	2 CITIES RECREATION PROGRAM / PARKS	0.00	8,000.01	
CMD000331	Credit Memo	12/31/2016	2 CITIES RECREATION PROGRAM / PARKS	0.00	-0.01	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	8,000.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	1	0.00	8,000.00



City of Fairview

Check Register

Packet: APPKT01977 - 3/20//2017 RE-ISSUE RA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
00280	LINDEN TECHNOLOGIES INC	03/20/2017	Regular	0.00	606.44	63937
8828-1	Invoice	02/28/2017	MERCHANT FEES	0.00	606.44	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	606.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	606.44



City of Fairview

Check Register

Packet: APPKT01979 - 3/22/2017 AP RA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
02139	ADRIAN JOHNSON	03/28/2017	Regular	0.00	150.00	63945
INV0024939	Invoice	03/11/2017	CC- DEPOSIT REFUND	0.00	150.00	
00026	ALL COUNTY SURVEYORS & PLANNE	03/28/2017	Regular	0.00	2,900.00	63946
15553	Invoice	03/07/2017	7TH ST, SOUTH OF MAIN ST. PROJECT	0.00	400.00	
15562	Invoice	03/21/2017	7TH ST, NORTH OF MAIN ST. PROJECT	0.00	2,500.00	
00031	ALSCO INC	03/28/2017	Regular	0.00	92.70	63947
LPDR1853563	Invoice	03/06/2017	SHOP TOWELS	0.00	92.70	
00176	CIS TRUST	03/28/2017	Regular	0.00	15,890.77	63948
FRV-W2016-004	Invoice	06/23/2016	WORKERS COMP RENEWAL FY 16/17 4TH	0.00	15,890.77	
00178	CITY OF GRESHAM	03/28/2017	Regular	0.00	116,956.89	63949
41436	Invoice	03/09/2017	WASTEWATER TREATMENT DEBT PAYME	0.00	116,956.89	
00178	CITY OF GRESHAM	03/28/2017	Regular	0.00	255,854.44	63950
41435	Invoice	03/09/2017	THREE CITY FIRE AGREEMENT 3RD QTR	0.00	255,854.44	
00179	CITY OF PORTLAND	03/28/2017	Regular	0.00	19,463.00	63951
10239583	Invoice	03/09/2017	PD LOCAL COST SHARING	0.00	19,463.00	
01335	CUNNINGHAM COLLISION REPAIR, I	03/28/2017	Regular	0.00	205.00	63952
031507-1	Invoice	03/15/2017	DOOR REPAIR PILLER /TOUCH UP (E28604	0.00	205.00	
01872	DARREN RIORDAN	03/28/2017	Regular	0.00	765.00	63953
25	Invoice	03/14/2017	ADMIN - IT SERVICES	0.00	180.00	
25-1	Invoice	03/14/2017	CITY HALL -IT SERVICES	0.00	585.00	
00293	DIAL TEMPORARY HELP SERVICES IN	03/28/2017	Regular	0.00	729.60	63954
317306	Invoice	03/08/2017	TEMP/HELP GALLAGHER WEEK ENDING 3	0.00	729.60	
00314	FASTENAL COMPANY	03/28/2017	Regular	0.00	111.96	63955
DR0P843254	Invoice	03/03/2017	MARKING PAINT	0.00	92.76	
DRP0842825	Invoice	02/08/2017	COLDGRIP WINTER GLOVES	0.00	19.20	
00315	FEDERAL EXPRESS CORPORATION	03/28/2017	Regular	0.00	35.75	63956
5-734-12991	Invoice	03/03/2017	PD -POSTAGE	0.00	35.75	
00383	GRESHAM LOCKSMITH INC	03/28/2017	Regular	0.00	192.00	63957
000028538	Invoice	03/07/2017	(12) #3 PAD LOCKS FOR TRASH CANS	0.00	192.00	
00390	GROUNDWATER SOLUTIONS INC	03/28/2017	Regular	0.00	16,510.61	63958
0117.0234	Invoice	03/09/2017	GROUND WATER SERVICES FOR FEBRUAR	0.00	7,710.00	
0117.024-2	Invoice	03/08/2017	EVALUATE WATER QUALITY DATA	0.00	8,800.61	
00402	HD SUPPLY WATERWORKS LTD	03/28/2017	Regular	0.00	1,007.37	63959
6837610	Invoice	03/08/2017	SAMPLE STATION	0.00	1,007.37	
02046	INTEGRA TELECOM HOLDINGS, INC.	03/28/2017	Regular	0.00	1,172.48	63960
14526944	Invoice	03/11/2017	INTERNET - CITY HALL	0.00	239.95	
14526944-1	Invoice	03/11/2017	TELEPHONE- CITY HALL	0.00	822.05	
14526944-2	Invoice	03/11/2017	TELEPHONE -CC	0.00	110.48	
01116	JEFFREY DANIEL KINCAID	03/28/2017	Regular	0.00	100.00	63961
446508	Invoice	03/10/2017	WINDOW CLEANING CITY HALL	0.00	100.00	
00753	JOSEPH G POLLARD CO INC	03/28/2017	Regular	0.00	815.08	63962

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	
0069272	Invoice	03/06/2017	CHLOR TABLETS/ HOLE COVERS	0.00	815.08	
00497	KIP EDGLEY	03/28/2017	Regular	0.00	1,740.00	63963
20170311122	Invoice	03/11/2017	ROUTINE DATA FUNCTION/ SCADA UPDA	0.00	1,740.00	
02126	MARY KARR	03/28/2017	Regular	0.00	7.00	63964
INV0024883	Invoice	03/16/2017	TROUTDALE REC PROGRAM REIMBURSE	0.00	7.00	
00559	MATRIX COMMUNICATIONS CORP	03/28/2017	Regular	0.00	822.00	63965
169771	Invoice	03/15/2017	TELEPHONE- CITY HALL	0.00	822.00	
01841	MEASUREMENT SPECIALTIES INC	03/28/2017	Regular	0.00	1,193.77	63966
556495	Invoice	03/02/2017	CONNECTORS	0.00	1,193.77	
00596	MOEN MACHINERY INC	03/28/2017	Regular	0.00	2,850.18	63967
462357	Invoice	03/01/2017	BACKPACK BLOWER	0.00	439.96	
462563	Invoice	03/06/2017	HONDA GENERATOR	0.00	1,943.96	
462594	Invoice	03/07/2017	FC EDGER BLADE	0.00	26.30	
462636	Invoice	03/08/2017	BACKPACK BLOWER	0.00	439.96	
00806	MULTNOMAH COUNTY SCHOOL DIS	03/28/2017	Regular	0.00	3,836.24	63968
20172079	Invoice	03/15/2017	FINANCE/ PD- FUEL	0.00	1,255.00	
20172079-2	Invoice	03/13/2017	PW - FUEL	0.00	662.32	
20172082	Invoice	03/15/2017	PD -FUEL	0.00	1,290.05	
20172082-1	Invoice	03/15/2017	PW -FUEL	0.00	628.87	
00999	NORTHLAND HEARING CENTERS INC	03/28/2017	Regular	0.00	80.00	63969
166861	Invoice	02/10/2017	PD- RIGHT EARMOLD	0.00	80.00	
01283	NURSERY CONNECTION LLC	03/28/2017	Regular	0.00	480.00	63970
116450	Invoice	03/10/2017	ROUNDUP QUICKPRO	0.00	480.00	
00676	OFFICEMAX A BOISE CO	03/28/2017	Regular	0.00	131.25	63971
109737	Invoice	03/10/2017	PD - OFFICE SUPPLIES	0.00	131.25	
00757	PORTLAND GENERAL ELECTRIC COM	03/28/2017	Regular	0.00	12,586.14	63972
INV0024914	Invoice	03/06/2017	ELECTRICITY-CITY HALL	0.00	4,243.67	
INV0024915	Invoice	03/07/2017	ELECTRICITY- CC	0.00	105.94	
INV0024916	Invoice	03/07/2017	ELECTRICITY- SHOP STORAGE	0.00	182.86	
INV0024917	Invoice	03/07/2017	ELECTRICITY- SCHATZ BARN	0.00	17.62	
INV0024918	Invoice	03/07/2017	ELECTRICITY- IRRIGATION	0.00	23.11	
INV0024919	Invoice	03/07/2017	ELECTRICITY- FAZZETT PARK	0.00	16.74	
INV0024920	Invoice	03/07/2017	ELECTRICITY- STONE PARK	0.00	16.74	
INV0024921	Invoice	03/08/2017	ELECTRICITY- GUMDROP PARK	0.00	56.28	
INV0024922	Invoice	03/07/2017	ELECTRICITY- MARILYN'S PARK	0.00	31.25	
INV0024923	Invoice	03/07/2017	ELECTRICITY- FV COMM PARK	0.00	31.92	
INV0024924	Invoice	03/07/2017	ELECTRICITY- FV WOODS PARK	0.00	20.76	
INV0024925	Invoice	03/07/2017	ELECTRICITY- CH PARKING LOT	0.00	30.47	
INV0024926	Invoice	03/07/2017	ELECTRICITY- FV ENTRANCE SIGN	0.00	22.62	
INV0024927	Invoice	03/07/2017	ELECTRICITY- BOOSTER PUMP STATION	0.00	746.65	
INV0024928	Invoice	03/07/2017	ELECTRICITY- WELL #5	0.00	695.10	
INV0024929	Invoice	03/07/2017	ELECTRICITY- WELL #6	0.00	203.50	
INV0024930	Invoice	03/07/2017	ELECTRICITY- GLISAN RESERVOIR	0.00	22.71	
INV0024931	Invoice	03/07/2017	ELECTRICITY- WELL #8	0.00	2,434.16	
INV0024932	Invoice	03/06/2017	ELECTRICITY- WELL #9	0.00	2,091.45	
INV0024933	Invoice	03/07/2017	ELECTRICITY- INTERLACHEN LANE	0.00	313.01	
INV0024934	Invoice	03/07/2017	ELECTRICITY- BLUE LAKE PS	0.00	113.97	
INV0024935	Invoice	03/08/2017	ELECTRICITY- FV LAKE PS	0.00	878.37	
INV0024936	Invoice	03/07/2017	ELECTRICITY- MARINE DR PS	0.00	49.09	
INV0024941	Invoice	03/07/2017	ELECTRICITY- PW SHOP	0.00	238.15	
	Void	03/28/2017	Regular	0.00	0.00	63973
01200	PORTLAND HABILITATION CENTER II	03/28/2017	Regular	0.00	2,442.30	63974

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>92409</u>	Invoice	02/28/2017	CC- JANITORIAL SERVICES FEBRUARY 201	0.00	214.21	
<u>92409-1</u>	Invoice	02/28/2017	CH- JANITORIAL SERVICES - FEB 2017	0.00	2,228.09	
00385	SHRED NORTHWEST, LLC	03/28/2017	Regular	0.00	76.00	63975
<u>1550030317-1</u>	Invoice	03/03/2017	PD -SHREDDING	0.00	19.00	
<u>1550030317-2</u>	Invoice	03/03/2017	ADMIN/FINANCE -SHREDDING	0.00	19.00	
<u>1550031717-1</u>	Invoice	03/03/2017	ADMIN/FINANCE- SHREDDING	0.00	19.00	
<u>1550031717-2</u>	Invoice	03/17/2017	PD- SHREDDING	0.00	19.00	
02060	STAPLES CONTRACT & COMMERICA	03/28/2017	Regular	0.00	521.81	63976
<u>3332730379</u>	Invoice	03/04/2017	ADM/FI/PD/COURT- OFFICE SUPPLIES	0.00	155.45	
<u>3332730381</u>	Invoice	03/04/2017	PW -OFFICE SUPPLIES	0.00	259.69	
<u>3333280837</u>	Invoice	03/11/2017	PW -OFFICE SUPPLIES	0.00	106.67	
00908	TASER INTERNATIONAL	03/28/2017	Regular	0.00	4,417.43	63977
<u>511473434</u>	Invoice	03/08/2017	PD- (4)TASERS/ BATT/HOLSTERS	0.00	4,417.43	
01092	WATER MANAGEMENT LABORATOF	03/28/2017	Regular	0.00	340.00	63978
<u>156894</u>	Invoice	03/07/2017	WATER TESTING -MICROSCOPIC EXAM	0.00	340.00	
00991	WESTON BUICK GMC INC	03/28/2017	Regular	0.00	924.16	63979
<u>GCC474376</u>	Invoice	03/02/2017	HOOD HANDLE/CABLE/ACTUATOR--(E237	0.00	651.36	
<u>GCC474568</u>	Invoice	03/07/2017	RE-ROUTE WIRING/REPLACED SWITCH AS	0.00	272.80	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	76	34	0.00	465,400.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	76	35	0.00	465,400.93



City of Fairview

Check Register

Packet: APPKT01980 - 3/24/2017 AP RA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
02073	BANK OF THE WEST	03/24/2017	Regular	0.00	100,000.00	63940
INV0024913	Invoice	03/24/2017	CASH DEPOT	0.00	100,000.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	100,000.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	100,000.00



City of Fairview

Check Register

Packet: APPKT01984 - 3/28/2017 PO #17-0012 RA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
01261	LIQUIVISION TECHNOLOGY	03/28/2017	Regular	0.00	7,775.00	63942
INV0024969	Invoice	03/28/2017	RESERVOIR CLEANING	0.00	7,775.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	7,775.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	7,775.00



City of Fairview

Check Register

Packet: APPKT01981 - 3/28/17 CANDY FOR THE EASTER EGG HUNT 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	
01591	WINCO FOODS	03/28/2017	Regular	0.00	929.60	63941
INV0024940	Invoice	03/28/2017	CANDY FOR THE EASTER EGG HUNT	0.00	929.60	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	929.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	929.60