



MAYOR BRIAN COOPER
COUNCIL PRESIDENT MIKE WEATHERBY COUNCILOR BALWANT BHULLAR
COUNCILOR CATHI FORSYTHE COUNCILOR STEVE OWEN
COUNCILOR KEITH KUDRNA COUNCILOR DARREN RIORDAN

FAIRVIEW CITY COUNCIL AGENDA

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

WEDNESDAY, JULY 15, 2020

WORK SESSION

1. DISCUSS APPROACH TO SIDE WALK DEFECTS (CP 3-5) **6:00 PM**
(Allan Berry, Public Works Director)
2. DISCUSS WORK SCOPE FOR NE 223RD IMPROVEMENTS (CP 7-20)
(Allan Berry, Public Works Director)
3. DISCUSS ADVISORY COMMITTEE WORK PLANS FOR FY 2020-21 (CP 21-27)
(Council Liaisons)
4. REVIEW LEGISLATIVE PRIORITIES FOR 2021 TO BE FORWARDED TO THE LEAGUE OF OREGON CITIES (CP 29-47)
(Nolan Young, City Administrator)
5. UPDATE STATUS & PRIORITIES OF GOAL OBJECTIVES & TASK LIST
(Nolan Young, City Administrator)

REGULAR SESSION

1. CALL TO ORDER 7:00 PM
ROLL CALL
PLEDGE OF ALLEGIANCE
2. INSTRUCTIONS TO CITIZENS FOR PUBLIC TESTIMONY REGARDING (I)
AGENDA AND NON-AGENDA ITEMS
Citizens wishing to testify during this meeting are asked to notify the City Recorder, Devree Leymaster at 503-674-6224 or email (leymasterd@ci.fairview.or.us) at least 24 hours prior to the start of the meeting. Individuals may submit their testimony in writing 24-hours in advance to the City Recorder to ensure delivery of the testimony to Council **or** may schedule to appear in person or via Zoom at least 24-hours in advance of the meeting so arrangements may be made.
3. CONSENT (A)
 - a. Minutes of June 15, 2020 (CP 49-52)
 - b. Authorize IGA with FLPOA and MCDD for Operation & Maintenance of Fairview Lake and Appurtenant Structures: Resolution 25-2020 (CP 53-66)
 - c. Authorize IGA with City of Wood Village for Morasch Partition Application: Resolution 29-2020 (CP 67-71)
 - d. Authorize Design Contract for NE 223rd Improvements: Resolution 36-2020 (CP 7-20)
 - e. Ratify Extended Declaration of Emergency: Resolution 37-2020 (CP 73-76)
 - f. Authorize 7th Street Sidewalk Infill Project: Resolution 35-2020 (CP 77-90)
 - g. Support for TGM Quick Response (QR) Grant: Resolution 40-2020 (CP 91-94)

FAIRVIEW CITY COUNCIL AGENDA
JULY 15, 2020 - PAGE 2

- h. Transfer Budget Appropriations Between Categories in the General Fund for Fiscal Year 2020-21 for the COVID-19 Utility Relief Program: Resolution 41-2020 (CP 95-97)
 - i. Increase Appropriations for the FY2020-21 Budget in the Grant and Capital Project Fund Due to the Award of a Grant from Business Oregon and a Transfer From the General Fund: Resolution 42-2020 (CP 99-102)
4. PRESENTATION
None.
5. CITY ADMINISTRATOR AND DIRECTOR REPORTS
a. MCSO Monthly Reports – June (CP 103-110)
6. MAYOR/COMMITTEE REPORTS AND COUNCIL REPORTS
7. COUNCIL BUSINESS (A)
a. Declare the Top Four Legislative Priorities for 2021 to be Forwarded to the League of Oregon Cities: Resolution 38-2020 (CP 29-47)
(Nolan Young, City Administrator)
b. Appoint a Member to the Economic Development Advisory Committee:
Resolution 39-2020 (CP 111-114)
(Devree Leymaster, City Recorder)
8. PUBLIC HEARING (A)
None.
9. ADJOURNMENT (A)



Brian Cooper
Mayor

July 10, 2020
Date

(A) Action requested (I) Information only

NEXT COUNCIL MEETING IS AUGUST TBD, 2020

COUNCIL EXECUTIVE SESSION – IF NECESSARY – END OF MEETING

PARK VIEW CONFERENCE ROOM

ORS 192.660(2)(d) - Labor Negotiations, ORS 192.660(2)(e) - Real Property Transactions,
ORS 192.660(2)(f) - Exempt Public Record and ORS 192.660(2)(h) - Legal Counsel

City Council Regular Sessions are broadcast live on Comcast Cable Channel 30 and Frontier Channel 39. Replays of the meeting are shown the following Saturday at 5:30pm and Sunday at 4:30pm following the original broadcast date. Meetings are also available for viewing via MetroEast Community Media, the week following the meeting, at metrocast.peg.tv. Go to the Playlist tab and select Municipal Meetings or find the link at <http://fairvieworegon.gov/AgendaCenter/City-Council-15>.

The meeting location is wheelchair accessible. A request for an interpreter for the hearing impaired or for other accommodations for person with disabilities should be made at least 48 hours before the meeting to the [City Recorder](mailto:CityRecorder@fairvieworegon.gov), 503-674-6224.



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
July 15, 2020	Work Session #1	2020-59

TO: Mayor and City Council

FROM: Carolanne Fry, Associate Planner/Code Enforcement

THRU: Allan Berry, Public Works Director
Nolan K. Young, City Administrator

DATE: July 10, 2020

ISSUE:

Provide direction to staff on a future direction for the remediation of identified sidewalk defects.

RELATED COUNCIL GOALS:

A city-wide sidewalk replacement program supports City Council Goal #1: Improve pedestrian and bicycle access and safety

BACKGROUND:

The goal of the Sidewalk Maintenance Program is to identify sidewalk defects and assist the property owner with the repair process. We had a proactive approach to identifying defects starting in 2011, but due to staff workload, this effort did not continue effectively and anomalies were noted in our tracking of completed repairs. Therefore, we recently performed a city-wide inventory and 186 different spots were identified as needing repair or replacement for sidewalks within City of Fairview. This amounts to an estimated number of panel replacements in the order of 200-250.

When our inventories are prepared, we are primarily looking for defects that cause people to trip and fall, such as “stub toes” where the sidewalk is raised. Other defects may include holes, spalled or chipped areas, wide cracks, deterioration, and areas that are otherwise damaged by tree roots. In July of 2016 the City adopted the “Sidewalk and Tree Maintenance Handbook” which goals included “to protect the general public from injury by identifying defects and ensuring their timely repair” and to “protect individual property owners by notifying them that a hazardous condition exists and assisting with correction of that hazard.” The City of Fairview has allocated \$50,000 in the annual budget every year since 2013, but to-date only 13 property owners have taken advantage of program. Currently, sidewalk issues are being addressed when reported to code enforcement/public works or when residents take initiative themselves to repair or replace a panel or have an issue with a street tree.

The code is very specific with regard to the responsibility of sidewalk repairs and maintenance, as follows:

12.05.020 Duty to repair and clear sidewalks:

It is the duty of an owner or occupant of land adjoining a street or right-of-way utilizing or using such street or right-of-way or portion thereof for walkway, yard or other purposes to maintain the same without hazards to the general public and, if a sidewalk or walkway exists, to maintain the same in good repair at all times. (Ord. 7-2013 § 1 (Att. 1); Ord. 8-1990 § 2)

12.05.030 Liability for sidewalk injuries:

The owner or occupant of real property responsible for maintaining the adjacent sidewalk shall be primarily liable to any person injured because of any negligence of such owner or occupant in failing to maintain the sidewalk in good condition. (Ord. 7-2013 § 1 (Att. 1); Ord. 8-1990 § 3)

12.05.040 Standards and specifications:

Sidewalks shall be repaired and maintained in accordance with the city's standards and specifications as provided in the Sidewalk Maintenance Handbook – Policy and Operating Guidelines. (Ord. 7-2013 § 1 (Att. 1); Ord. 8-1990 § 3)

12.05.050 Required sidewalk repairs:

- A. When the city determines that repair of a sidewalk is necessary, the public works director (or designee) shall issue a repair notice to the owner of property adjacent to the sidewalk.
- B. The notice shall require the owner of the property adjacent to the defective sidewalk to complete the repair of the sidewalk within 60 days after the service of notice. The notice shall also state that if the repair is not made by the owner, the city may do the work and the cost of the work will be assessed against the property adjacent to the sidewalk.
- C. The public works director shall cause a copy of the notice to be served personally upon the owner of the property adjacent to the defective sidewalk, or the notice may be served by registered or certified mail, return receipt requested. If after diligent search the owner is not discovered, the public works director shall cause a copy of the notice to be posted in a conspicuous place on the property, and such posting shall have the same effect as service of notice by mail or by personal service upon the owner of the property.
- D. The person serving the notice shall file with the city recorder a statement stating the time, place and manner of service of notice. (Ord. 7-2013 § 1 (Att. 1); Ord. 8-1990 § 5)

12.05.060 City may do work:

If repair of the sidewalk is not completed within 60 days after the service of notice to repair or such additional time as the city shall grant, the public works director shall cause the needed work on the sidewalk to be completed. Upon completion of the work, the public works director shall submit an itemized statement of the cost of the work to the council.

12.05.070 Assessment of costs.

Upon receipt of the report, the council, by ordinance, shall assess the cost of the sidewalk work against the property adjacent to the sidewalk. The assessment shall become a lien against the concerned property.

Zone Boundaries

The inventory taken Spring 2020 is broken into 3 different zones:

Zone 1: 126 different sidewalk sites were identified as needing repair or replacement

Zone 2: 4 different sidewalk sites were identified as needing repair or replacement

Zone 3: 56 different sidewalk sites were identified as needing repair or replacement

PROPOSED ACTIONS:

1. **City Council approves covering costs of entire sidewalk repair and replacement by implementing a public bidding process.** Project will take 3 years to fully complete: year one will be repairs to zone 1; year two will be repairs to zone 2 & include installment of new sidewalk segments with funds from Community Development Block Grant (CDBG); year three will be repairs to zone 3. Residents will be responsible for all street tree maintenance and replanting, with root barrier grant offered. Option 1 would require that the property owner sign a waiver acknowledging that under city code they still have responsibility for future maintenance of the sidewalk and any associated liabilities.
2. **City Council approves covering costs up to a certain dollar amount per square foot (to be determined square foot) with property owners covering the remainder.** This would include a multistep process for each zone: updating sidewalk inventory, issuing letters to impacted property owners, coming to an agreement, placing a bid, replacing and repairing, and then billing residents for their share. Residents will be responsible for all street tree maintenance and replanting, with root barrier grant offered.
3. **City Council directs staff to take annual inventories from spring 2020 onward, and cites property owners that are not in compliance per FMC.** Property owners will be responsible for all maintenance and repairs to sidewalk and replanting of street trees.
4. **City Council approves no actions and staff resumes a strictly complaint driven enforcement only with no grant assistance.** Property owners will be responsible for all maintenance and repairs to sidewalk and replanting of street trees.

BUDGET IMPLICATIONS:

Continued expenditure of allowed \$50,000 for sidewalk repairs

RECOMMENDED ACTION:

Direct staff on proposed action #1 above which would be the most streamlined for both staff and citizens and ensure proper repair in a timely, efficient manner.



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM	REFERENCE NUMBER
July 15, 2020	Work Session #2 & 3.d.	2020-52

TO: Mayor and City Council
FROM: Kelly Uhacz, Civil Engineer
THRU: Allan Berry, Public Works Director
Nolan K. Young, City Administrator
DATE: July 9, 2020

ISSUE:

NE 223rd Avenue has been one of the worst ranked county roadways in the City of Fairview for many years. The roadway lacks sidewalks and bike lanes from NE Halsey Street to Bridge Street. The roadway is a high pedestrian area with bicycle and pedestrian hazards. The roadway also serves a nearby elementary school.

RELATED COUNCIL GOALS:

Goal #1: Improve pedestrian and bicycle access and safety.
Goal #4: Maintain and enhance the City's public infrastructure in a cost-efficient manner.
Goal #7: Work with other local, regional and state organizations to enhance the community.

PREVIOUS AGENDA STAFF REPORTS:

N/A

BACKGROUND:

In 2010, the Fairview Planning Commission and Fairview City Council adopted resolutions and Ordinance 6-2010 recommending priorities for improvement of county roads. Improvements to Multnomah County roads are important to the safety of the public and to advance commerce and economic development within the City of Fairview.

NE 223rd Avenue north of NE Halsey Street to Bridge Street lacks sidewalks on both sides of the street.

The Fairview Comprehensive Plan and the Fairview Transportation System plan were amended in 2010 to make NE 223rd Avenue a priority.

The City Council approved funding for design of the project in the Fiscal Year 2020-21 budget with construction anticipated at a future date.

The City used an Informal Solicitation Procedure to identify the most qualified consultant to perform this work. The result of the solicitation was that Cardno was chosen to enter into negotiations for scope, schedule, and budget for this work. The resulting proposed scope of this work is attached Exhibit “A”.

RECOMMENDED ACTION:

Staff recommend authorizing the City Administrator to enter into an agreement with Cardno to perform design work on the NE 223rd Avenue Improvements project in the amount of \$99,998.

BUDGET IMPLICATIONS:

This phase of the project will cost \$99,998. The detailed cost proposal is included as Exhibit “B”.

COUNCIL ALTERNATIVES:

1. Move to adopt Resolution 36-2020. This will authorize the City Administrator to enter into an agreement with Cardno to perform design work on the NE 223rd Avenue Improvements project in the amount of \$99,998.
2. Choose not to perform this phase of the work and defer the project until a future date.
3. Direct Staff to consider other options.

Exhibit "A"



Scope of Work for 223RD AVENUE IMPROVEMENTS

Cardno

6720 SW Macadam Ave.
Suite 200
Portland, Oregon 97219
USA

Phone: +1 503 419 2500
Fax: +1 503 419 2600

www.cardno.com

Project Understanding

City of Fairview (the "City" or "Agency") is contracting with Consultant for Services in connection with the following project (the "Project"): 223rd Avenue Improvements project.

The City will utilize funds from Urban Renewal Agency to complete the Project. 223rd Ave is a principal arterial intersecting with Halsey Street, a minor arterial. NE 223rd Avenue south of I-84 does not currently provide consistent standard travel lanes, sidewalks, or bike lanes.

The proposed improvements will include widening of 223rd from Bridge Ave. to Halsey St. and intersection improvements of 223rd Ave. and Halsey St. Agency is contracting with Consultant for Services to prepare preliminary designs and identify right-of-way needs.

The tasks associated with this Statement of Work (SOW) include providing project management, surveying, hydraulic analysis and stormwater design, traffic engineering and roadway design for the Project. The work covered by this SOW includes the preparation of Preliminary Design and Cost Estimate. All documents and other deliverables are to be completely described in the English system unit of measure.

City Responsibilities

- City review periods do not exceed 3 weeks.

Consultant shall provide following services:

- **Topographic and right-of-way survey.**
- **Hydraulic analysis and stormwater management memorandum.**
- **Preliminary Design Plans and Cost Estimate**

TASK 1 - PROJECT MANAGEMENT

Consultant shall provide management and coordination of Services under this Scope of Work (SOW) for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

1.1. Administration & Record Keeping

Consultant shall:

- Prepare a Project design schedule using the Critical Path Method ("CPM"). The Project schedule must include, but is not limited to: all major authorized tasks as agreed upon

by the Parties, Project design team meetings, and milestones (type and date) specified in this SOW and required to complete all Services under this Contract. Updates to the Project schedule shall be made during the course of the Project if milestone dates are modified. For budgeting purposes, it is assumed that up to two (2) Project schedule updates will be necessary;

- Prepare invoices and progress reports. Each progress report must:
 - Include a summary of previous period's activities and the planned activities for the upcoming period;
 - Identify percentage completed of each Task/Deliverable;
 - Reconcile the budget with the actual amount billed to date;
 - Identify unresolved issues and concerns that may affect the SOW, schedule and/or budget for Services.
- Develop and maintain a Project file to include survey and engineering computations, assumptions, meeting agendas and minutes, working drawings, quality control and review documentation, correspondence, and memoranda.

For budgeting purposes, it is assumed that up to five (5) progress reports will be necessary

Task 1.1 - Consultant Deliverables and Schedule:

Consultant shall provide:

- Project Design Schedule submitted within two (2) calendar days of Notice to Proceed (NTP). Submit electronically in PDF format and electronic file (MS Project) format to the Agency Project Manager (APM).
- Updated Project Design Schedule, as necessary, via timeline agreed to by APM.
- Progress reports and invoices submitted electronically to APM no later than the 20th calendar day of the month following the reporting period.

1.2. Coordination

Consultant shall:

- Coordinate with the APM as the main point of contact for coordination and management of Consultant Services under the Contract;
- Contact other Agency staff, and Multnomah County staff, if necessary throughout the Contract, to gather any additional information needed for the Project, Project site, regulations and guidance;
- Provide overall management, direction and coordination of staff (including sub-consultants, if any) to include any necessary internal Consultant staff meetings;
- Contact APM via telephone on a biweekly basis to provide Project status information

Task 1.2 - Consultant Deliverables and Schedule:

Consultant shall provide:

- On-going coordination and communication as needed to appropriately manage the Services under this Contract (no tangible deliverables for this task).

1.3. Project Meetings

1.3.1. Project Kickoff Meeting

Consultant shall organize, conduct, prepare for and attend a Project kickoff meeting. The Project kickoff meeting will be held at the City of Fairview offices with the APM, the Consultant's PM and other necessary project stakeholders and Consultant staff in attendance. Consultant shall prepare the meeting agenda

with input from the APM. The purpose of the Project kickoff meeting is to review Project issues such as SOW; work products and deliverables; schedules; budgets; right of way; utility coordination/design; design criteria; guidance documents and standards, and quality control. Consultant shall schedule Project kickoff meeting within five (5) business days of (NTP). Consultant shall prepare draft meeting minutes for review. For budgeting purposes, it is assumed that up to seven (7) Consultant staff shall attend the two (2) hour Project kickoff meeting.

1.3.2. Project Development Team Meetings

Consultant shall organize, conduct, prepare for and attend up to (3) in person or videoconference Project Development Team (PDT) Meetings. Each in-person PDT meeting will be held at the City of Fairview offices with the APM, the Consultant's PM and other necessary project stakeholders and Consultant staff in attendance. The Consultant shall prepare the meeting agenda with input from the APM. Consultant shall prepare draft and final meeting minutes to be distributed to APM and all other meeting participants. For budgeting purposes, it is assumed that up to four (4) Consultant staff shall attend each in-person two (2) hour PDT meeting.

Task 1.3 - Consultant Deliverables and Schedule

For each meeting, Consultant shall provide:

- Meeting agenda submitted electronically to APM and all other meeting participants two (2) business days prior to meeting.
- Meeting minutes submitted electronically to APM and all other meeting participants within two (2) business days of meeting.

TASK 2 - SURVEY

Consultant shall survey this Project for the areas as described in Project understanding section of this SOW unless otherwise noted in specific tasks. Specific to agency standards, Survey will follow Ground Confidence Point Analysis and Report standards as defined in the 2015 ODOT Survey Policy and Procedure Manual to ensure DTM accuracy along the entire project corridor. All other project survey methods will adhere to Multnomah County Survey Standards and Procedures.

2.1. Research

Consultant shall obtain the research data for the area as described in Project Understanding section of this SOW. Consultant shall perform data research as necessary to prepare for and support Project activities, and to produce Project maps and reports as called for in subsequent tasks. The typical records required for research are, but not limited to; vesting deeds, land sales contracts, County assessor plats and road records, subdivision plats, General Land Office plats, ODOT ROW drawings, railroad maps, County surveys, road dedications and vacations.

2.1.1. Existing Vesting Deeds and Property Ownerships

The County shall obtain a "Trio listing kit" (typically provided by a Title Company). Consultant shall identify property ownership within and adjacent to the Project site by investigating property deeds and County tax records. Consultant shall itemize and report property ownership and owner contact information to APM. Consultant shall submit each deed in its own electronic file. Consultant shall include all vesting deeds referenced in the Property Vesting Deeds if needed to resolve the right-of-way.

2.1.2. Existing Right of Way Records

Consultant shall research and obtain copies of surveys, subdivision plats, and land partition plats filed in the County surveyor's office related to the properties potentially impacted by the Project. This information is used to find monuments that might be impacted from the Project and establish property lines for area calculations when new ROW is acquired.

Consultant shall research and obtain copies of County assessor maps, General Land Office plats, and County road records related to the properties potentially impacted by the Project.

Consultant shall research and obtain available data about Government Public Lands Survey Corners and their references in the Project area as defined in the SOW.

2.1.3. Existing Horizontal/Vertical Control Stations

Consultant shall research and obtain data about horizontal and vertical control points as required for the Project area including triangulation stations, GPS stations, benchmarks, and prior Project control surveys from County, city, and other governmental agencies.

2.1.4. Existing Utility Records

Consultant shall research and obtain available facility maps and as-built construction plan data pertaining to utilities in or near the Project area from the County, One-Call Service, County, city, or other governmental agencies and utility companies.

Task 2.1 - Consultant Deliverables and Schedule

Consultant shall incorporate information from this task into the deliverables listed in Tasks 2.4 and 2.5 and 8.1 as required for delivery of documents in subsequent tasks.

2.2. Horizontal And Vertical Control Network

The purpose of this task is to provide the means by which the Project can be located relative to horizontal and vertical datum, map projection, and coordinate systems. Consultant shall establish a horizontal and vertical control network using the datum associated with the Project area or as approved by the County. Reference the network and all mapping to the County approved vertical datum. The Horizontal Datum to be NAD 83(2011) epoch 2010.00 utilizing the Oregon Coordinate Reference System (OCRS PDX Zone). The Horizontal Network shall be resolved using differential Real Time Kinematic (RTK) GPS observations along with Terrestrial ground measurements. The Vertical Datum shall be NAVD 88. A GPS derived elevation shall be utilized

Consultant shall establish horizontal control according to County standards using Terrestrial (Theodolite and EDM), GPS (Static or Rapid Static) or a combination of both. Consultant shall set and adjust control points in conformance with County guidelines.

Consultant shall use 5/8" Rebar with plastic or brass caps, or other County approved control point, for the GPS and network points. Consultant shall establish a minimum of 3 GPS control points through the length of the survey.

Task 2.2 - Consultant Deliverables and Schedule

Consultant shall:

- Place control points in the ground at the Project location.

- Incorporate the information listed below into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.
 - An adjustment report for one or more of the following, Least Squares adjustment for networks, an approved traverse adjustment method for traverses and/or a GPS adjustment report when using GPS.
 - An ASCII file containing the coordinates for every network point set and found.
 - If the levels were electronically processed then one copy each of the following: original raw level file as collected in the field, ASCII file showing level closure data, ASCII file with elevations on all network points and/or an ASCII file showing the level rod readings.
 - Original field notes for the control network and one scanned copy of the original field notes in “.pdf” format.
 - A Civil3D file containing all the set and tied control points to show elevations.
 - A Civil3D containing all vertical and horizontal control points stored as cogo points to show elevations.

2.3. Monument Recovery

The purpose of this task is to address the requirements of ORS 209.150 and 209.155, and other survey related statutes for construction Projects. Consultant shall survey for, but not limited to: government corners, geodetic control stations, bench marks, ROW monuments, property boundary markers, and roadway alignment markers.

2.3.1. Identify, Search and Recover Monuments

Consultant shall recover existing monuments to preserve the locations of any monuments of record that are endangered by any activity related to the Project and to resolve roadways and property lines. Consultant shall provide a record (field notes) of monuments searched for, the date of the search and the results of the search.

2.3.2. Field Survey of Recovered Monuments

Consultant shall locate, measure and document the location of survey markers and monuments of record for property boundaries and/or ROW needed within the areas.

Task 2.3 - Consultant Deliverables and Schedule

Consultant shall incorporate the information gathered in this task including field notes into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.

2.4. Topographic Data, Detailed Base Map And Digital Terrain Model (DTM)

The purpose of this task is to collect the existing topographic features and create a detailed basemap and DTM for the Project.

2.4.1. Topographic Data Collection

- Consultant shall collect topographic data between the boundaries described in the Project Understanding section of this SOW. Consultant shall collect and tie topographic data of man-made and/or natural features using a variety of County approved methods. These methods include but are not limited to: collecting the data using terrestrial (Theodolite and EDM), GPS (RTK), 3D Laser Scanning, or station and offset.
- High-resolution, low flight Unmanned Aerial Vehicles and photogrammetry may be used to produce the design-grade accuracy topographic surface and planimetrics.

- Consultant shall contact Oregon Utility Notification Center to request a pre-survey utility locates. Consultant shall keep the locate request number and ticket information within the Project file.
- Consultant shall record in the field notes the utility ownership when describing the line data points. Consultant shall record all visible utility identifications in the field notes, such as numbers shown on power and/or telephone poles, vault tags, telephone pedestals (aka risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump stations. This data is needed for the County or Consultant to communicate where the facility may be in conflict with the Project.
- Consultant shall measure and record all utility facility structures (e.g. concrete pads, top slab of vaults, pump station housing, barrier screens or fenced enclosures). Consultant shall make a request to the utility owner to pull the cover whenever a manhole is found locked or bolted.
- Consultant shall tie improvements or vegetation within proposed easement boundaries (assumed to be no greater than 5' beyond existing right-of-way line) or within close proximity of proposed easement boundaries when the proximity to the improvement has the potential to cause the improvement to suffer damage.

2.4.2. Detailed Basemap

- Consultant shall take applicable topographic data collected in this subtask and create a detailed basemap file. A detailed basemap has all features drafted to County provided criteria.

2.4.3. Digital Terrain Model (DTM)

- Consultant shall create a 3 dimensional digital terrain surface using all relevant topographical data collected in this subtask.
- Consultant shall collect the topographical data to create points and break lines in adequate quantity and in proper placement, to accurately represent the surface of the ground. Consultant shall collect confidence points in the field and generate a confidence point report that conforms with the 2015 ODOT Survey Policy and Procedure Manual. The topographical data and confidence points must meet Agency Criteria. Consultant shall generate 1-foot minor contours and 5 foot major contours throughout the DTM for a QC analysis of the surface.

Task 2.4 - Consultant Deliverables and Schedule

The following deliverables and submit them electronically (.PDF) to APM within 30 days of NTP consultant shall:

- 1 copy of field notes
- Copy of the Civil3D CADD Files Detailed Base Map with Civil3D DTM
- All files for the network control points in (ASCII) format
- Files of listing kits
- Files of survey research
- Files of tax maps
- Control Point Worksheet with datum used and descriptions of control points found and set

2.5. Existing Row & Boundary Resolution

The purpose of this task is to identify the location of the existing Centerline(s), ROW lines and property line(s) as necessary, to perpetuate the location of the monuments found, to document the control used for this Project area, and establish approximate side-property lines for area calculations when new ROW is acquired. This task addresses the requirements of ORS 209.150 and 209.155 and other survey related statutes.

2.5.1. Resolve ROW and Property Boundaries

- Consultant shall resolve the location of the ROW within the present limits as described in this SOW.
- Consultant shall resolve identified ROW centerlines alignments, ROW lines and approximate side-property boundaries abutting the roadway and along the proposed route of construction, using accepted concepts and rationale methods of survey professional judgment. Consultant shall evaluate the available evidence for relevance, adequacy, and reliability; use professional judgment in determining the type and quantity of evidence available, and the influence given each factor; and determine a best-fit with the evidence and probable location of ROW alignments and property boundaries for the area as described. Consultant shall provide a detailed narrative of available evidence, desirable evidence not available, rationale for decisions made, and a summary of the conclusions in the establishment of the ROW centerline, ROW lines (including all jogs) and property boundary lines.

2.5.2. Control, Recovery, Retracement Record of Survey

If the Project will impact property or existing survey monuments, Consultant shall create a Record of Survey (ROS) which meets County and ORS requirements. The “**Control**” survey must consist of Geodetic and Terrestrial points set for the Project. The “**Recovery**” is the documentation of the monuments recovered for the Project. The “**Retracement**” is a record of resolved ROW centerlines, ROW lines and/or property boundaries. These surveys may be combined or separate surveys as directed by APM.

Consultant shall submit a draft ROS to APM for review. Consultant shall address comments received from the APM and submit the final ROS for filing to the appropriate County in the format required.

Task 2.5 - Consultant Deliverables and Schedule

Consultant shall provide:

- Draft ROS to APM within 90 days of NTP.
- Final ROS to the County Surveyor’s Office for filing within 2 weeks of receipt of comments from County.
- Copy of Final ROS to APM upon submittal to County for filing.

TASK 3 - TRAFFIC ENGINEERING & MANAGEMENT

Consultant shall provide design Services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

3.1. Roundabout Conceptual Design

Consultant shall develop the proposed roundabout intersection design concept in CAD for the intersection of NE 223rd Avenue and NE Halsey Street . The conceptual roundabout plan will be prepared using the topographic survey and boundary map competed under Task 2. The goal of this task to refine the sketch layouts provided previously under the traffic analysis phase and to check all design parameters for consistency with national roundabout design guidelines and standards of practice. Consultant shall prepare exhibits illustrating how vehicles navigate the roundabout and design features. The following will be prepared:

- Fastest fast design speed checks

- Pedestrian/bike movement diagram
- Intersection sight distance, all movements
- Stopping sight distance, all movement
- Truck turning (WB-67 and Emergency Vehicle)

Consultant shall conduct a meeting with the City and Multnomah County staff to address comments received and obtain approval of the roundabout concept that will be advanced to 30% design.

Task 3.1 - Consultant Deliverables and Schedule

Consultant shall provide:

- Roundabout concept roll map showing key roadway features and lane configurations.
- Roundabout concept exhibits showing design parameter checks.

TASK 4 - PRELIMINARY DESIGN (30%)

The objective of the preliminary design is to identify the size of the project footprint, required design exceptions and any required environmental permits prior to preparing the Preliminary, Advance and Final Plans.

4.1. Preliminary Design and Cost Estimate

Consultant shall prepare preliminary design plans (30%), cost estimate and a design narrative that addresses the following:

- Summary of existing conditions, (i.e., project location, roadway classification, lanes, ADT, posted speed, and other design standards pertinent to the project);
- Summary of design exceptions that will be necessary
- Summary of roadway alignment and typical section alternatives considered, including recommendations;
- Outline of Project constraints such as topography, permits, ROW, utilities and cost;
- Preliminary stormwater management concept
- Permitting requirements;
- Utility conflicts;
- Draft Stormwater Management Plan;
- ROW needs;

Consultants shall prepare Preliminary Design plan sheets according to the table 5-1 below:

Table 4-1

Name of Sheet	Scale	Estimated # of Sheets
Title sheet, Legend, General Notes	NT	3
Typical sections	NTS	4
Erosion control	1"-30'	6

Name of Sheet	Scale	Estimated # of Sheets
Roadway plans	1"-30'	6
Roadway profiles	1"-30'	6
Drainage/stormwater plan/profiles	1"-30'	3
Sign and striping plans	1"-30'	4

Consultant shall prepare and submit design plans and a cost estimate as appendices to the Preliminary Design Report. Drawings submitted with the Preliminary Design Report must be marked as "Preliminary Design Plans for Review." Both the Preliminary Design Report and the design plans must bear the responsible engineer's seal. Consultant shall prepare the Title sheet in accordance with Agency standards and provide an index to the drawing set.

Signing and striping design must be completed in accordance with applicable MUTCD and City of Fairview standards.

City will provide comments on the Preliminary Design Report. Consultant shall address Agency comments. Consultant shall attend a Preliminary Design Review Meeting to communicate and discuss resolution to Agency review comments. Consultant shall provide written responses to address review comments received from Agency after attending the Preliminary Design Review Meeting.

For budgeting purposes it is assumed that up to two (2) Consultant staff shall attend the two (2) hour Preliminary Design Review Meeting, including travel time.

Task 4.1 - Consultant Deliverables and Schedule:

Consultant shall provide:

- 1 electronic copy of Preliminary Design and Cost Estimate in PDF format to APM within 160 days of NTP.

- END SCOPE OF WORK -

Exhibit "B"

223RD AVENUE IMPROVMENTS - BUDGET																					
Rate	<i>Cardno</i>					<i>Kittelson & Associates</i>				<i>S&F Land Services</i>							Cardno	Kittelson & Associates	S&F Land Services	Total Project Fee	
	\$180.00	\$137.00	\$107.00	\$107.00	\$96.00	\$250.00	\$220.00	\$160.00	\$130.00	\$160.00	\$130.00	\$130.00	\$100.00	\$130.00	\$175.00	\$65.00					
Task	Water Resource Principal Jesic	Project Engineer Montgomery	Civil Project Designer Arrow Walker	Civil Project Designer Daniel Child	Admin Tramposh	Scarborough	Hippenstiel	Cox	Cullimore	Project Manager Sherby	Project Surveyor McGrath	Photogrammetrist Ellinger	Office Technician Buitron	1-Person Field Crew Johnson	2-Person Field Crews	Admin Patton					
1.0 PROJECT MANAGEMENT																					
1.1 Administration & Record Keeping	6				2		8									4	\$1,272.00	\$1,760.00	\$260.00	\$3,292.00	
1.2 Coordination	6	16								2	6						\$3,272.00	\$0.00	\$1,100.00	\$4,372.00	
1.3 Project Meetings	10	8	8			3	9			2	2						\$3,752.00	\$2,730.00	\$580.00	\$7,062.00	
Total Hours	22	24	8	0	2.00	3.00	17.00	0.00	0.00	4.00	8.00	0.00	0.00	0.00	0.00	4.00					
Labor Cost	\$3,960.00	\$3,288.00	\$856.00	\$0.00	\$192.00	\$750.00	\$3,740.00	\$0.00	\$0.00	\$640.00	\$1,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$260.00	\$8,296.00	\$4,490.00	\$1,940.00	\$14,726.00	
Total Cost This Task																	\$8,296.00	\$4,490.00	\$1,940.00	\$14,726.00	
2.0 SURVEY																					
2.1 Research											8						\$0.00	\$0.00	\$1,040.00	\$1,040.00	
2.2 Horizontal And Vertical Control Network											8			8	16		\$0.00	\$0.00	\$4,880.00	\$4,880.00	
2.3 Monument Recovery											10			8	24		\$0.00	\$0.00	\$6,540.00	\$6,540.00	
2.4 Topographic Data, Detailed Base Map And Digital Terrain Model (DTM)											8	8		8	24		\$0.00	\$0.00	\$7,320.00	\$7,320.00	
2.5 Existing Row & Boundary Resolution										16	40						\$0.00	\$0.00	\$7,760.00	\$7,760.00	
Total Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	74.00	8.00	0.00	24.00	64.00	0.00					
Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,560.00	\$9,620.00	\$1,040.00	\$0.00	\$3,120.00	\$11,200.00	\$0.00	\$0.00	\$0.00	\$27,540.00	\$27,540.00	
Total Cost This Task																	\$0.00	\$0.00	\$27,540.00	\$27,540.00	
3.0 TRAFFIC ENGINEERING & MANAGEMENT																					
3.1 Roundabout Conceptual Design						16	6	48	20								\$0.00	\$15,600.00	\$0.00	\$15,600.00	
Total Hours	0.00	0.00	0.00	0.00	0.00	16	6	48	20	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$1,320.00	\$7,680.00	\$2,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,600.00	\$0.00	\$15,600.00
Total Cost This Task																	\$0.00	\$15,600.00	\$0.00	\$15,600.00	
4.0 PRELIMINARY DESIGN (30%)																					
4.1 Preliminary Design and Cost Estimate	12	40	120	20		16.00	10.00	36.00	60.00								\$22,620.00	\$19,760.00	\$0.00	\$42,380.00	
Total Hours	8	40	120	16	0	16.00	10.00	36.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Labor Cost	\$1,440.00	\$5,480.00	\$12,840.00	\$1,712.00	\$0.00	\$4,000.00	\$2,200.00	\$5,760.00	\$7,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,472.00	\$19,760.00	\$0.00	\$41,232.00	
Total Cost This Task																	\$22,620.00	\$19,760.00	\$0.00	\$42,380.00	
PROJECT SUMMARY																					
Total Project Hours	30	64	128	16	2	35	33	84	80	20	82	8	0	24	64	4	240.00	232.00	202.00	674.00	
Total Salary Cost	\$5,400.00	\$8,768.00	\$13,696.00	\$1,712.00	\$192.00	\$8,750.00	\$7,260.00	\$13,440.00	\$10,400.00	\$3,200.00	\$10,660.00	\$1,040.00	\$0.00	\$3,120.00	\$11,200.00	\$260.00	\$29,768	\$39,850	\$29,480	\$99,098	
Reimbursable																	\$300.00	\$0.00	\$600.00	\$900.00	
PROJECT TOTAL																	\$30,068.00	\$39,850.00	\$30,080.00	\$99,998.00	



RESOLUTION
(36 - 2020)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING
THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES
CONTRACT FOR ENGINEERING AND RELATED PROFESSIONAL SERVICES
FOR THE NE 223rd AVENUE IMPROVEMENTS PROJECT**

WHEREAS, the City of Fairview has adopted a Transportation System Plan in accordance with Oregon Revised Statutes Chapter 197 and Oregon Administrative Rules Section 660 Division 13; and

WHEREAS, the Planning Commission has the power and duties conferred under Fairview Municipal Code 2.15 and Oregon Revised Statutes 227.090, which includes advising the City Council and other public agencies on the laying out and improvement of roads, the relief of traffic congestion, and economic development; and

WHEREAS, key arterial and collector streets in the City of Fairview are under the road jurisdiction of Multnomah County; and

WHEREAS, the City of Fairview engaged the services of a reputable transportation planning and traffic engineering firm to assess certain county roads resulting in the Fairview Road Needs Analysis, which identifies safety and economic development deficiencies on those roads; and

WHEREAS, on February 23, 2010, the Fairview Planning Commission adopted a resolution adopting priorities for improvement of county roads; and

WHEREAS, on March 3, 2010, the City Council adopted Resolution 13-2010 adopting priorities for improvement of county roads; and

WHEREAS, the Planning Commission held a public hearing on July 13, 2010 and adopted a motion recommending the City Council approve an ordinance amending the Fairview Comprehensive Plan and the Fairview Transportation System Plan by adopting road improvement priorities for certain roads under the jurisdiction of Multnomah County, Oregon; and

WHEREAS, on August 5, 2010, the City Council adopted Ordinance 6-2010 amending the Fairview Comprehensive Plan and Fairview Transportation System Plan by adopting road improvement priorities for certain roads under the jurisdiction of Multnomah County, Oregon; and

WHEREAS, NE 223rd Avenue south of Bridge Street lacks greatly needed pedestrian and bicycle safety accommodations, in a high pedestrian, elementary school area; and

WHEREAS, the City received a proposal to perform engineering and related professional services in response to an Informal Solicitation for Engineering Services; and

WHEREAS, an Informal Solicitation Procedure detailed in OAR 137, Division 48 was followed as specified in the City's Contracting Rules; and

WHEREAS, Cardno was selected based on expertise, project understanding, responsiveness, previous work samples and other relevant factors to provide engineering services; and

WHEREAS, Cardno desires to enter into a contract with the City of Fairview for professional engineering services for the NE 223rd Avenue Improvements project.

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 Professional Services Contract with Cardno for the NE 223rd Avenue Improvements Project for the City of Fairview for work described in the attached Exhibit “A”.

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

Resolution adopted by the City Council of the City of Fairview, this 15th day of July, 2020.

ATTEST

Mayor, City of Fairview
Brian Cooper

City Recorder, City of Fairview
Devree Leymaster

Date



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM	REFERENCE NUMBER
July 15, 2020	# Work Session #3	2020-50

TO: Mayor and City Council
FROM: Devree Leymaster, City Recorder
THRU: Nolan K. Young, City Administrator
DATE: July 8, 2020

ISSUE:

Council-Created Advisory Committee (CCAC) work plans for Fiscal Year 2020-2021.

BACKGROUND:

The City Council held a special work session on February 22 dedicated to drafting goals and work plan action items for Fiscal Year 2020-21; and adopted the Goals and Work Plan Action Items at their March 18 meeting. A list of Secondary Work Plan Action Items was also created and documented; though not formally adopted.

The next step following adoption of the Council work plan for the upcoming fiscal year is to adopt the annual work plans for the Council Created Advisory Committees (CCAC). Per FMC 2.14.030, Council is to present an annual work plan to each CCAC for the fiscal year. The CCAC work plans are key to maintaining alignment with Council goals, work plans, and project objectives. The CCAC council liaisons are the communication bridge between the CCAC and the Council in discussing and formalizing a CCAC's work plan.

- Councilor Kudrna – Community Engagement Committee
- Councilor Bhullar – Economic Development Advisory Committee
- Councilor Forsythe – Public Safety Advisory Committee
- Mayor Cooper (Interim) – Parks & Recreation Advisory Committee

To facilitate the work plan discussion; the City Recorder sent emails, March 9 and May 8, to council and staff CCAC liaisons with the documents attached with this staff report, encouraging the council liaisons to touch base with their CCAC's, as needed, in preparation for this discussion.

For reference the following items are attached.

- A. Adopted Council Goals and Work Plan Action Items FY2020-21
- B. Secondary Work Plan Action Items FY 2020-21
- C. Adopted CCAC Work Plans FY 2019-20
- D. Proposed CCAC Work Plans FY2020-21 (starting point to facilitate discussion)

Consideration of adopting the CCAC work plans for FY2020-21 is tentatively scheduled for the August 5 meeting.

CITY COUNCIL GOALS: FISCAL YEAR 2020-21
Non Prioritized List

Goal #1: Improve pedestrian and bicycle access and safety.

Goal #2: Enhance service levels of public safety programs.

Goal #3: Increase Fairview's recreational opportunities & park amenities.

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

Goal #5: Enhance & promote economic development activity.

Goal #6: Promote city's long-term financial stability.

Goal #7: Work with other local, regional and state organizations to enhance the community.

Goal #8: Enhance communication and engagement with the community.

Council Work Plan Action Items
Fiscal Year 2020-21

High Priority:

- 1- Investigate addition of Community Resource Deputy to MCSO contract
- 2- # ~ Pursue creation of a Farmers Market and investigate creation of a Fairview Food Cart Pod
- 3- # ~ Construct pedestrian/bicycle undercrossing of railroad on NE 223rd north of Sandy Boulevard
- 4- # ~ Identify one or more vacant or underutilized lots and pursue a private/public partnership to create a preferred development
- 5- # Identify and develop a project for Metro's Parks and Open Space Grant Program in 2021 or 2022

Medium Priority:

- 6- Identify and pursue opportunities to increase bike, pedestrian and ADA connectivity
- 7- # ~ Review street standards for Halsey Corridor to create "Main Street Feel"
- 8- # ~ Continue to explore roundabout, dog park, and park-and-ride at NE Fairview Parkway and Halsey and develop partnerships for park-and-ride
- 9- # Investigate the use of solar power to reduce City energy costs
- 10- # Explore undercrossing and sidewalk connectivity from Sandy to Blue Lake Park and Chinook Landing
- 11- #~ Actively recruit businesses looking to relocate to the City

Secondary Council Work Plan Action Items

Fiscal Year 2020-21

(Lower Priority Items)

1. Re-energize the sidewalk repair program including the addition of the related street tree program
2. Review and prioritize Park Master Plan CIP and determine if there are any additional park amenities desired
3. Actively participate in the Columbia River levee recertification and development of funding methods for new Flood Control and Water Quality District
4. Investigate, purchase, and implement capital asset tracking software
5. # Create a “Financial Toolbox” that includes:
 - i. Five year financial forecasting
 - ii. Semiannual reporting templates
6. Investigate solutions to concerns regarding traffic signals at 223rd and Sandy Boulevard
7. Participate in East Multnomah County Transportation Committee (EMCTC) project to complete project on Sandy & 223rd
8. - # Investigate the formation of an East County Road Authority by Fairview, Troutdale, and Wood Village

Exhibit A
Council Created Advisory Committee (CCAC) FY 2019-2020

Community Engagement Committee (CEC)

Liaison: Councilor Keith Kudrna

- Continue coordination of the following events and pursue opportunities to expand events.
 - Fairview on the Green – September 2019
 - Veterans Day Recognition – November 2019
 - Christmas Tree Lighting – December 2019
 - Easter Egg Hunt – April 2020
- Investigate use of art projects to enhance community's uniqueness and create economic development i.e. freeway overpass, gateway, Halsey. (Objective 5G)
 - Continue Exploring/Developing Art Mural Opportunities
- Explore opportunities to engage and increase diversity within the community. (Objective 8A)

Parks & Recreation Advisory Committee (PRAC)

Liaison: Council President Natalie Voruz

- Provide support and guidance on Pelfrey Park improvements. Make recommendations based on existing conditions, community input, and demonstrated need.
- Continue to provide support and guidance on Phase 3 of the Lakeshore Park Improvement Plan. Complete the parking study and provide recommendations based on existing conditions, community input, and demonstrated need.
- Encourage outdoor education and recreation by hosting a family fishing event at Salish Ponds Wetland Park.
- Continue working with ODF&W on stocking schedules for west pond at Salish Ponds Wetland Park.
- Continue to support public use of the Pacific Power property at the NE corner of Fairview Parkway/Halsey including partial use as a dog park. Provide support and guidance of dog park design as needed. (Objective 5E)
- Identify opportunities to improve communication and collaboration between PRAC and the public, and PRAC and other advisory committees. (Objective 8A)

Economic Development Advisory Committee (EDAC)

Liaison: Councilor Balwant Bbullar

- Work in partnership with the HC3 to provide a voice for Fairview on the committee. (Objective 5A)
- Investigate options for the 6th Street right-of-way between Halsey and Lincoln streets, including the option to vacate the right-of-way to provide additional development opportunities with Halsey frontage.
- Support City Council/URA efforts to get the Providence property developed. (Objective 5B)
- Support implementation of Halsey Street capital improvement projects using urban renewal funds.

EDAC Continued

- Develop a promotional video and marketing packet to advertise the benefits of Fairview as a business-friendly community, promote urban renewal incentives, and create a positive image as business location. (Objective 5C)
- Identify a use for the PP&L property that supports economic development and helps attract visitors to the Halsey Corridor. (Objective 5E)
- Collaborate with the Community Engagement Committee to support the development of public art as gateway treatments to draw visitors onto the Halsey Corridor. (Objective 5G)

Public Safety Advisory Committee (PSAC)

Liaison: Councilor Forsythe

- Host one, if not two, shred events.
- Update Emergency Response Plan information, create leadership checklist tool and plan an emergency preparedness exercise. (Task 2B)
- Continue to host Emergency Preparedness Seminars identifying and addressing areas of interest not covered in previous seminars.
- PSAC presence at City of Fairview events to promote disaster planning and awareness (at the personal and neighborhood levels).
- Continue to assist and encourage the implementation of Neighborhood Watch Programs.
- Help expand the Multnomah County Sheriff Citizens on Patrol program.

PROPOSED - Council Created Advisory Committee (CCAC) FY 2020-21

Community Engagement Committee (CEC)

Liaison: Councilor Keith Kudrna

- Continue coordination of the following events and pursue opportunities to expand events.
 - Fairview on the Green – September 2020
 - Veterans Day Recognition – November 2020
 - Christmas Tree Lighting – December 2020
 - Easter Egg Hunt – April 2021
- Investigate use of art projects to enhance community's uniqueness.
- Explore opportunities to engage and increase diversity within the community. (Goal 8)

Parks & Recreation Advisory Committee (PRAC)

Liaison Interim: Mayor Brian Cooper

- Provide support and guidance on Pelfrey Park improvements. Make recommendations based on existing conditions, community input, and demonstrated need. (Goal 3)
- Encourage outdoor education and recreation by hosting a family fishing event at Salish Ponds Wetland Park. (Goal 3)
- Continue working with ODF&W on stocking schedules for west pond at Salish Ponds Wetland Park.
- Support public outreach for potential Metro grant project. (Goal 3/Work Plan HP 5)

Economic Development Advisory Committee (EDAC)

Liaison: Councilor Bahvant Bhullar

- Work in partnership with the HC3 to provide a voice for Fairview on the committee. (Goal 5)
- Investigate options for the 6th Street right-of-way between Halsey and Lincoln streets, including the option to vacate the right-of-way to provide additional development opportunities with Halsey frontage.
- Develop a promotional video and marketing packet to advertise the benefits of Fairview as a business-friendly community, promote urban renewal incentives, and create a positive image as business location. (Goal 5)
- Identify a use for the PP&L property that supports economic development and helps attract visitors to the Halsey Corridor. (Goal 5)

Public Safety Advisory Committee (PSAC)

Liaison: Councilor Forsythe

- Host two shred events.
- Update Emergency Response Plan information, create leadership checklist tool and plan an emergency preparedness exercise.
- Continue to host Emergency Preparedness Seminars identifying and addressing areas of interest not covered in previous seminars.
- PSAC presence at City of Fairview events to promote disaster planning and awareness (at the personal and neighborhood levels).
- Continue to assist and encourage the implementation of Neighborhood Watch Programs.
- Help expand the Multnomah County Sheriff Citizens on Patrol program.



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
July 15, 2020	Work Session #4	2020-54

TO: Mayor and City Council
FROM: Nolan K. Young, City Administrator
DATE: July 8, 2020

ISSUE:

The City's opportunity to help the League of Oregon Cities (LOC) identify its legislative priorities for the next couple of years.

ATTACHMENTS:

- A. Letter from LOC
- B. List of Priorities
- C. Description of Categories by Policy Committee

BACKGROUND:

Every other year the League of Oregon Cities (LOC) goes through a process of developing Legislative Priorities for the up-coming elections and following legislative session. This gives cities the opportunity to work with the elected legislators to further those priorities at the next legislative session.

Seven LOC policy committees have brought forward 26 legislative objectives. The League is now asking each city to identify their top four priorities by August 7, 2020. The LOC Board will then use this information to develop a legislative agenda.

This item is on the agenda for the July 15 Council work session so we can discuss and select which of these issues are the highest priorities for our community.

RECOMMENDED ACTION:

After conferring with Department Directors, we recommend the following four items as the highest priorities for Fairview and its' citizens. Following each item is a brief justification.

- I. Increase Budgetary Flexibility During Budgetary Emergency: Legislation to relax budgetary constraints in state law during natural disasters and public health emergencies.
- J. Infrastructure Financing and Resilience: Advocate an increase in the state's investment in key infrastructure funding sources.
- N. Long Term Transportation Infrastructure Funding: Support expansion in consideration of revenue – generating options to fund intermodal transportation.
- X. State Highway Funds Formula: consider opening the state highway fund distribution formula to increase the 20% currently going to cities.

ALTERNATIVE ACTIONS:

We also identified four alternatives the council may wish to add to the list. Any item added would result in the need to remove one item as LOC only will accept our top four.

- D. COVID-19 Recovery Investment: Advocate for continued economic recovery strategies and investments for small businesses and assistance in response to the economic impacts of the pandemic.
- Q. Mental Health Service Delivery: Mental health issues are a major driver in community public safety concerns.
- U. Property Tax Reform: This is a high priority for the future financial health of the city's general fund. LOC would seek a constitutional measure to refer to the voters and statutory reform of the property tax system.
- X. Tort Liability Reform: seek to ensure the cities are not held liable COVID-19 issues and existing federal court decisions that add risk exposure.

BUDGET IMPLICATIONS:

As identified above some of these issues, if successfully implemented would be beneficial to the city's future financial conditions.

COUNCIL ALTERNATIVES:

1. **Staff Recommendation**: Move to adopt Resolution 38-2020. This will identify the four LOC priorities recommended by staff.
2. Amend and then adopt Resolution 38 – 2020.
3. Postpone action until August 5, 2020 to allow staff to provide additional information or/and allow Council to further consider its priorities.

June 5, 2020

Dear Chief Administrative Official:

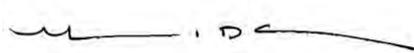
For the past three months, seven policy committees have been working to identify and propose specific actions as part of the LOC's effort to develop a pro-active legislative agenda for the 2021 session. They have identified legislative objectives as set forth in the enclosed ballot and legislative recommendation materials. These objectives span a variety of issues and differ in the potential resources required to seek their achievement. Therefore, it is desirable to prioritize them in order to ensure that efforts are focused where they are most needed.

While the attached ballot reflects the top policies developed in each of the policy committees, each undertook a broad look at a range of issues impacting cities. Many issues reflect the LOC's ongoing mission to support cities' work and their home rule authority to develop and use a variety of tools to meet the needs of residents. Each city is being asked to review the recommendations of the policy committees and provide input to the LOC Board of Directors as it prepares to adopt the LOC's 2021 legislative agenda. After your city council has had the opportunity to review the proposals and discuss them with your staff, please return the enclosed ballot indicating the top four issues that your city council would like to see the LOC focus on during the 2021 session. **The deadline for response is August 7, 2020.** The board of directors will then review the results of this survey of member cities, along with the recommendations of the policy committees, and determine the LOC's 2021 legislative agenda.

Your city's participation and input will assist the board in creating a focused set of specific legislative targets that reflect the issues of greatest importance to cities. If you have individual questions about the ballot topics do not hesitate to reach out to committee members who serve on the seven policy committees. Thank you for your involvement, and thanks to those among you who gave many hours of time and expertise in developing these proposals.

Do not hesitate to contact me or Jim McCauley, Legislative Director, with additional questions.

Sincerely,



Mike Cully
Executive Director



Jim McCauley
Legislative Director

INSTRUCTIONS

Each city should submit one form that reflects the consensus opinion of its city council on the **top four** legislative priorities for 2021. Here are the ways to submit your ballot. **Ballots in any form must be submitted by August 7, 2020.**

1. Fill out the online survey that has been sent to your city's chief administrative official; or
2. Fill out the attached hard copy form and return it to the LOC at the address or fax number provided below. Simply place an **X or check mark** in the space to the right of the city's top four legislative proposals. The top four do not need to be prioritized.

Return hard copy ballots to:

Jenna Jones
League of Oregon Cities
1201 Court St. NE, Suite 200
Salem, OR 97301
Fax – (503) 399-4863
jjones@orcities.org

Thank you for your participation.

Please mark 4 boxes with an X or check mark that reflects the top 4 issues that your city recommends be added to the priorities for the LOC’s 2021 legislative agenda.

City of: _____

Legislation

A. Beer and Cider Tax Increase	
B. Broadband Infrastructure and Technical Assistance Funding	
C. Building (Reach) Code – Energy Efficiency Local Option	
D. COVID-19 Economic Recovery Investments	
E. Digital Equity and Inclusion	
F. Expedited Siting for Shelter and Affordable Housing	
G. Green Energy/Renewables – Expanded Local Option	
H. Housing and Services Investment	
I. Increased Budgetary Flexibility During Budgetary Emergency	
J. Infrastructure Financing and Resilience	
K. Local Climate Action Planning Resources	
L. Local Energy Generation Project Support	
M. Local Speed Setting Authority	
N. Long Term Transportation Infrastructure Funding	
O. Low-Income Energy Efficiency and Affordability Programs	
P. Marijuana Tax Local Rate Limitation Increase	
Q. Mental Health Service Delivery	
R. Municipal Broadband and Municipal Pole Protection	
S. New Mobility Services	
T. Photo Enforcement Safety Cameras	
U. Property Tax Reform	
V. Reducing Wastewater Impacts from Wipes and Other “Non-Flushables”	
W. Right-of-way/Franchise Fees Authority Preservation	
X. State Highway Funds Formula	
Y. Tort Liability Reform	
Z. Water Utility Rate and Fund Assistance	

In addition to your ranking of the priorities shown above, please use this space to provide us with any comments (supportive or critical) you may have on these issues, or thoughts on issues or potential legislative initiatives that have been overlooked during the committee process.):

You are reviewing the hard copy of the ballot. There are hyperlinks in the digital copy that may provide more background information. You can find the digital version with hyperlinks by going to this web address: https://www.orcities.org/download_file/1038/0. It is best opened in Google Chrome.

A. Beer and Cider Tax Increase

Legislation:

The League proposes increasing the state taxes on beer and cider to assist with rising public safety costs, improve public health, reduce alcohol consumption by minors, and provide alcohol tax equity with wine and liquor.

Background:

Oregon's tax has not been increased since 1978 and is currently \$2.60 per barrel which equates to about 8 cents on a gallon of beer. The tax is by volume and not on the sales price, meaning the tax is less than 5 cents on a six-pack. Oregon has the lowest beer tax in the country, and to get to the middle of the states Oregon would need to raise the tax to \$30.00 per barrel or 54 cents per six pack (a more than 10-fold increase). Given recent challenges to the craft brewing industry tied to bar and restaurant closures it may be appropriate to delay or phase-in the increase. Cities are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% of the state alcohol revenues, but the state takes 50% of beer and wine taxes off the top prior to this distribution. Cities have significant public safety costs related to alcohol consumption, and the beer tax does not come close to covering its fair share of these costs.

Presented by the Finance and Taxation Committee

B. Broadband Infrastructure and Technical Assistance Funding

Legislation:

Seek additional state support and funding for increased broadband infrastructure deployment and technical assistance.

Background:

The deployment of broadband and telecommunications networks and services (public and/or private) throughout Oregon is critical to economic development, education, health and safety and the ability of residents to be linked to their governments. Research shows areas of the state either not served or underserved by competitive broadband technology. A significant barrier to the deployment of broadband infrastructure is funding. Cities need additional funding and support from various sources, including the state and federal government, allocated for increased or new, reliable, low latency broadband infrastructure that reaches speeds of at least 25 Mbps download and 3 Mbps upload or any updated speed standards as adopted by the FCC. Many federal grant programs require localities to have a broadband strategic plan in place before they are eligible for funds. Therefore, there is a need for funding sources to help cities with technical assistance as well as infrastructure.

Presented by the Telecom, Broadband & Cable Committee

C. Building (Reach) Code – Energy Efficiency Local Option

Legislation:

The LOC will pursue/support legislation to allow communities to adopt the Reach Code as the mandatory residential or commercial building code within the city's jurisdictional boundaries. The Reach Code would represent a building energy code that would be at least 10 percent more efficient than the statewide building code. Under this proposal, cities would be able to adopt the more efficient Reach Code or would continue to use the standard statewide building code as the base code.

Background:

Under current state law, cities are preempted from adopting local building codes. Instead, development is subject to statewide codes, including for new residential and commercial development. In 2009, legislation was passed to implement a new, optional code (Reach Code) that would allow developers to exceed statewide codes and streamline the construction of higher-performance buildings through efficiencies gained in the building exterior envelope as well as heating, ventilation, air conditioning, piping insulation and lighting. The Reach Code is optional for builders to use, but a local government can't mandate a builder to use it. This legislative recommendation would allow a city to adopt the Reach Code within their jurisdiction in order to promote additional energy efficiency for new residential and commercial structures. If a city does not wish to adopt the Reach Code, the statewide code would remain in place. The LOC Energy & Environment Committee discussed whether this recommendation would impact housing costs and believes that long-term cost savings may be gained through increased energy efficiency in newly built units. Ultimately, the decision on whether to utilize the standard code or the enhanced (Reach) code would be at the discretion of the city.

Presented by the Energy and Environment Committee

D. COVID-10 Economic Recovery Investments**Legislation:**

The League will advocate for continued economic recovery strategies and investments for small business and workforce assistance in response to the economic impacts of the COVID-19 pandemic.

Background:

The COVID-19 pandemic has had a devastating impact on Oregon's small businesses and workforce. While the federal government and the state have made recent investments to support small business, these resources have yet to meet current needs and more resources will be needed to support long term economic recovery for Oregon's communities. The League will work in coordination with economic development partners to advocate for continued investments to support long-term recovery and economic development.

Presented by the Community Development Committee

E. Digital Equity and Inclusion**Legislation:**

Support legislation and policies that are inclusive and equitable to all, individuals and communities, so that they have the information technology capacity needed for full participation in our society, democracy and economy.

Background:

Connectivity is crucial to modern life. It is being relied on more for how people do business, learn, and receive important services like healthcare. As technology has evolved, the digital divide has become more complex and nuanced. It is no longer about the existence of technology in certain places. Now, the discussion of the digital divide is framed in terms of whether a population has access to hardware, to the Internet, to viable connection speeds and to the skills and training they need to effectively use it. The LOC will partner with schools, healthcare, and other stakeholders to ensure technologies are relevant, available, affordable, and accessible to the diverse populous and communities of Oregon. Additionally, the LOC will advocate for digital literacy programs to help learn these new technologies.

Presented by the Telecom, Broadband & Cable Committee

F. Expedited Siting for Shelter and Affordable Housing

Legislation:

The League will pursue legislation to expedite the siting of emergency shelter and other affordable housing that follows the intent of the 2020 shelter siting bill (HB 4001) but retains more local decision making in the process. The League will pursue this priority in coordination with affordable housing partners and other land use stakeholders.

Background:

The League worked closely with city and county partners during the 2020 session to gain improvements to HB 4001, which sought to preempt all local siting and zoning regulations and the land use appeals process, for approving the siting of emergency shelters for a one-year period. HB 4001 received strong legislative support in 2020. Draft omnibus legislation for a potential future special session has included the text of HB 4001 and the League expects to see HB 4001 reintroduced in the 2021 session.

This priority will empower cities and counties to proactively introduce alternative legislation, similar to existing statute in California, which requires jurisdictions to identify places where shelters can locate instead of mandating that jurisdictions allow shelters to be sited anywhere. The California model requires cities and counties to accommodate their need for emergency shelters on sites where the use is allowed without a conditional use permit and requires cities and counties to treat transitional and supportive housing projects as a residential use of property.

Presented by the Community Development Committee

G. Green Energy/Renewables – Expanded Local Option

Legislation:

The LOC will pursue/support policies that increase local control opportunities for cities that want to establish a community-scale green energy program. This program would be optional for cities that choose to pursue it. Cities who choose to, would be allowed to adopt resolutions that would opt-in residential, commercial, and industrial customers to a voluntary renewable energy option if it is provided by an investor owned utility that serves the city and its electric customers. Under this proposed program, a city would be able to pursue a more aggressive green energy portfolio and would better position cities to meet local climate action goals.

Background:

Under current law, customers of investor-owned utilities can opt-in to voluntary renewable energy options for their customers. These options allow customers to invest in additional green energy generation. In 2019, the state of Utah passed legislation (SB 411) that allows cities and counties to opt-in to programs on a community-scale basis, while still allowing individual customers to opt-out. Under this proposal, any city within the territory of an investor-owned utility, would be able to pursue this option for community-scale renewable energy (net-100% renewable).

Presented by the Energy and Environment Committee

H. Housing and Services Investment

Legislation:

The League will support increased investments for affordable housing, homeless assistance, and related services including funding for: shelter, homeless services, case management, rent assistance, the development and preservation of affordable housing, and permanent supportive housing.

Background:

Cities large and small were facing escalating homelessness rates before the COVID-19 pandemic and the current economic downturn will only increase the number of Oregonians facing eviction or experiencing homelessness. State general fund programs like the Emergency Housing Assistance (EHA) and State Homeless Assistance Program (SHAP) have seen record investments in previous legislative sessions. The legislative emergency board also voted recently to dedicate \$12M in general funds to support rent assistance and safe shelter in response to COVID-19.

Oregon's lack of available housing, high rents and high home prices are causing housing instability and homelessness to increase. The Legislature has made record investments in recent years to fund the LIFT affordable housing program and preserve Oregon's existing affordable housing infrastructure. These programs are funded through general obligation bonds and lottery backed bonds.

Permanent Supportive Housing is a key strategy for ending chronic homelessness that reduces downstream costs to public systems like public safety, emergency health care and corrections. The 2019 Legislature invested over \$50M to stand up a three-pronged permanent supportive housing program that includes 1) development costs to build, 2) rent assistance to keep units deeply affordable, and 3) wrap around services that are key to ensuring residents' long-term stability. The state should continue investing in this model to bring more Permanent Supportive Housing across the state and ensure that the housing developed with the original \$50M continues receive the necessary ongoing funding for rent assistance and supportive services.

Presented by the Community Development Committee

I. Increased Budgetary Flexibility During Budgetary Emergency**Legislation:**

The League proposes relaxing budgetary constraints in state law so that cities may better be able to withstand revenue losses related to natural disasters and public health emergencies. These losses will inevitably force many cities to cut services and lay off staff, the legislature can reduce the effect of losses by increasing flexibility for use of funds during and after a declared emergency.

Background:

Cities anticipate a tremendous loss in revenue due to the COVID-19 pandemic. Reduced revenues already include losses to lodging taxes, gas taxes, park fees, development fees, parking fees, utility charges, and so on. Further out, there is widespread concern that there will be impacts to the real estate market going into 2021, and by extension a reduction in 2021-22 property tax revenues. Cities want maximum flexibility in using funds that are subject to statutory limitations but will negotiate terms on individual funding sources including payback requirements if necessary. This flexibility should apply during and after declared emergencies, including both the current pandemic and future natural disasters.

Presented by the Finance and Taxation Committee

J. Infrastructure Financing and Resilience**Legislation:**

The League will advocate for an increase in the state's investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, and Regionally Significant Industrial Site loan program. The advocacy will include seeking an investment and set aside through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient.

Background:

Cities continue to face the challenge of how to fund infrastructure improvements (both to maintain current and to build new). Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. Infrastructure development impacts economic development, housing, and livability. The level of funding for these programs has been inadequate compared to the needs over the last few biennia and the funds are depleting and unsustainable without significant program modifications and reinvestments. This priority will focus on maximizing both the amount of funding and the flexibility of the funds to meet the needs of more cities across the state to ensure long-term infrastructure investment.

Presented by the Community Development Committee

K. Local Climate Action Planning Resources**Legislation:**

The LOC will seek grant funding and technical assistance resources for cities to pursue, adopt or expand local climate action plans. In addition, the LOC will pursue opportunities to work with the Oregon Climate Change Research Institute (through Oregon State University) to provide cities and counties with local/regional data that can better inform the adoption and implementation of climate adaptation and mitigation at the local level.

Background:

According to the Oregon Department of Energy's 2018 Biennial Energy Report (BER), since the early 1990s, major international and U.S. scientific assessments have concluded that both climate change mitigation and adaptation efforts are necessary in response to climate change. The BER goes on to explain that adaptation is often thought of as actions "to prepare for and adjust to new conditions, thereby reducing harm or taking advantage of new opportunities or simply to reduce society's vulnerability to climate change impacts." Local climate action plans, adopted by cities or counties, can help communities better understand how climate change will impact their communities, and can provide localized solutions to help mitigate against the impacts of climate change. The LOC is aware of fourteen cities that have adopted local climate action plans. There are other cities that are interested in doing the same but that do not have the financial and/or staffing resources that are necessary.

Presented by the Energy and Environment Committee

L. Local Energy Generation Project Support**Legislation:**

The LOC will support/pursue funding, technical assistance and other tools that make local energy generation more feasible for cities to pursue.

Background:

Local energy generation projects can better position cities to pursue and achieve local climate action goals, address capacity constraints of existing electric transmission lines, and can help cities respond to individual businesses that may be seeking green energy options. The types of local energy generation projects discussed by the committee include, but are not limited to, small-scale hydropower, in-conduit hydropower, methane capture, biomass and solar. Such projects are not intended to conflict with existing low-carbon power purchase agreements but can position cities to pursue local climate action goals and supplement energy needs through renewable generation. Under this recommendation, the LOC will work to identify barriers and potential solutions to local energy generation and will pursue funding assistance for feasibility studies and project implementation.

Presented by the Energy and Environment Committee

M. Local Speed Setting Authority

Legislation:

Support legislation that provides legislative authority for ODOT to delegate local speed setting authority to Oregon cities that meet state criteria. I Improve safety and speed limit consistency in Oregon cities by establishing a clear delegation process that is consistent with recently adopted statewide speed zone rules. (OAR 734-020-0014, 734-020-0015, and 734-020-0016). This will be permissive legislation allowing cities to opt-in and thus will not be a mandate.

Background:

The state of Oregon and cities across the state are all committed to improving safety on our streets. National and international research has shown that setting appropriate speed limits on city streets is a critical tool for improving safety and saving lives. During the 2020 legislative session, HB 4103 gained widespread support for setting up a collaborative process with ODOT and cities that opt into a process for gaining local speed setting authority. Despite strong support, HB 4103 did not pass due to the legislative clock running out. Going forward, LOC will work with safety advocates and cities and use HB 4103 from the 2020 session as a template for legislation in 2021. Delegated authority should be made available to all cities that meet ODOT's criteria; participation by cities is permissive (not required). Cities should be able to determine speeds that are adequate and safe for their communities, working within the OAR speed zone framework. This will improve safety and make speed setting more consistent across local government jurisdictions.

Presented by the Transportation Committee

N. Long Term Transportation Infrastructure Funding

Legislation:

Support expansion and consideration of revenue-generating options to fund multimodal transportation infrastructure, which includes state and local facilities. Support state and local projects that are part of the Statewide Transportation Improvement Program.

Background:

Oregon has made two significant state-wide transportation investments in the last 15 years. In 2009 the Jobs and Transportation Act (JTA). This was a successful effort from local governments and the business community to invest in maintenance and capacity building projects state-wide. In 2017, HB 2017 established Oregon's first ever comprehensive, multimodal, transportation investment with what is known as "Keep Oregon Moving," which was a \$5.3 billion package. Although HB 2017 will not have its full funding until 2024 LOC and other transportation advocates will need to constantly explore other sources of revenue including a possible future replacement of Oregon's gas tax with a road user charge system. Oregon has been pioneering a vehicle miles traveled (VMT) tax within the MyOReGo pilot program. The program is voluntary and can provide several benefits to users. Ultimately the long-term structure for transportation investment may well take on a similar structure.

Presented by the Transportation Committee, endorsed by the Community Development Committee

O. Low-Income Energy Efficiency and Affordability Programs

Legislation:

The LOC will provide support for programs that seek to expand upon low-income energy and heating assistance programs, including programs targeted to make energy more affordable for rental properties. In addition, the LOC will work to support programs that provide for energy bill payment assistance and expand opportunities for low-income Oregonians to access resources for home weatherization.

Background:

According to Oregon Housing & Community Services, approximately 396,182, or about 25 percent of all households, are considered energy-burdened because of their energy-related expenditures (as of 2018). A household is considered energy burdened if six percent or more of its gross income is consumed by energy-related expenses. In recent years, legislation has been introduced in Oregon that would have provided additional assistance to low-income homeowners and renters that struggle with energy affordability. Unfortunately, legislation did not pass. The need for such assistance has increased as a result of the economic hardships resulting from COVID-19. In addition to bill payment assistance, there is a need for programs that will support low-income home weatherization in order to make energy bills more affordable in the long-term.

Presented by the Energy and Environment Committee

P. Marijuana Tax Local Rate Limitation Increase**Legislation:**

The League proposes increasing the current 3% cap on local marijuana taxes. This would give local voters greater choice in choosing a rate that reflects their needs or their community.

Background:

Retailers licensed by the Oregon Liquor Control Commission (OLCC) are required to charge a state-imposed retail sales tax of 17 percent for all recreational marijuana sold. Cities and counties (unincorporated areas only) may also impose a local retail sales tax of up to 3%, subject to voter approval. Tax rates for recreational marijuana vary widely across the states, but the total Oregon tax burden at a maximum of 20% is the lowest of West Coast states. Washington imposes a 37% state excise tax, but with a state sales tax of 6.5% and local rates of up to 1.9% the total rate can reach over 45%. California has a retail tax of only 15%, but with a state sales tax of 7.5% and local taxes up to 15.25% the total rate can reach up to 37.75%. Oregon consistently ranks among the lowest of the states for marijuana prices. Cities are sensitive to the desire to not push consumers to the black market and will work with the legislature on an increased cap that balances that concern with local revenue needs.

Presented the Finance and Tax Committee

Q. Mental Health Service Delivery**Legislation:**

Support the delivery of mental health services in order to reduce negative police interactions and ensure that those in need receive the help they require.

Background:

The Committee and the LOC membership have prioritized the delivery of mental health services periodically over the last 5 years. Items contained in this priority have included crisis intervention training for police officer, mobile police and social worker teams to proactively work with people in danger of going into crisis, jail diversion, mental health courts and greater access to care. In the immediate past short session, the LOC worked with its coalition partners to obtain \$9 million in additional funding for aid-and-assist, community care and jail diversion but was unsuccessful due to a lack of quorum.

While the measurements are subjective and not in general agreement, most surveys of behavioral health and alcohol and drug addiction service availability place Oregon near or at the bottom of state rankings. As a result, Oregon ranks third in the nation for alcohol related deaths, and above the national average in suicides. Anecdotally, most police chiefs that have participated in LOC conversations on this topic report a growing number of calls for service stemming from people in mental health crisis. The COVID-19 pandemic has exacerbated some of these issues with Portland Police Bureau reporting a 41% increase in suicide related calls (including attempts and threats) over this time last year. This priority would include but not be limited to:

Investment: The stark truth is that Oregon has never financially supported mental health services at a level commensurate with need. More beds and more capacity will allow for greater delivery. The spending plan may be complicated but many advocates bristle at the idea of “mental health reform” when it’s never been funded as a priority. The League does not have a specific number at this time but is in conversation with partners to develop one.

Decimalization of Mental Illness: People suffering from mental illness that interact with the criminal justice system typically spend more time incarcerated and suffer a disruption in treatment. Jail diversion has been something the League has advocated for in previous sessions and but will require changes in law, training and investments.

Workgroups Outcomes: There are currently several workgroups developing behavioral health reform plans that have yet to be completed, much of that work has been interrupted by COVID 19. LOC staff can update the Committee on these their work continues but cannot make recommendations on them now.

Alcohol Availability: The prevalence of cheap and potent alcoholic beverages that are produced and sold for the express purpose of achieving rapid intoxication has been a concern for Oregon Recovers, an advocacy group for those recovering from addiction. OLCC sells several 750 ml bottles for under \$10 and some as low as \$5. Creating a minimum price per international unit of alcohol has had an impact on consumption of cheap, potent beverages in Scotland and is believed to have had an impact on consumption there. Raising the price of low cost but high-volume products would also increase city shared revenue and provide additional funding for behavioral health services.

Mental Health Parity: Oregon and the federal government have enacted statutes to ensure that mental health services are treated as a health issues in a manner identical to physical health by health insurers. The legislative intent behind these laws has not been met as evidence by reports of denied coverage. Ensuring effective parity would increase treatment an access.

Presented by the General Government/Human Resources Committee, endorsed by the Community Development Committee

R. Municipal Broadband and Pole Protection

Legislation:

Oppose legislative efforts to restrict existing municipal authority to provide broadband services, and own and operate poles in the rights-of-way.

Background:

As the public grows more dependent on the Internet for expanding parts of their lives, community choices for gaining access at a reasonable price, for both consumers and producers, are dwindling. Some municipalities choose to become service providers themselves. Municipal broadband is sometimes the only way to bring high speed internet to a community and it can serve as an access point to neighboring communities. Additionally, municipal broadband adds competition to the market and can help lower prices for community members. As there is a push for more connectivity and bridging the digital the divide, the LOC will protect localities rights to be internet service providers for their own communities. Additionally, as more and more small cell and 5G technology is deployed in the rights-of-way, the LOC will protect the right of municipalities to own, operate and regulate attachments that are allowed on their poles.

Presented by the Telecom, Broadband & Cable Committee

S. New Mobility Services

Legislation:

Support for a variety of new mobility services that promote a safe, sustainable, and equitable multimodal transportation system, while preserving local government's authority to regulate services and ensure they best serve the local context.

Background:

Transportation mobility has been rapidly changing over the last few years. The emergence of ridesharing services such as Transportation Network Companies (TNCs) now provide the public with more options to get from point “a” to point “b.” New platforms continue to emerge such as scooters, shared bikes, electric delivery tricycles for package delivery and the possibility of future driverless delivery and vehicle fleets. Cities must have the flexibility to address the impacts of emerging technologies on their communities such as increased congestion and air pollution while protecting consumers and maintaining a safe transportation network that recognizes the unique needs of individual communities.

Presented by the Transportation Committee

T. Photo Enforcement Safety Cameras

Legislation:

Support continuation and expansion of fixed speed and red-light cameras and mobile speed radar state-wide to improve public safety in high-crash corridors. Explore changes that enable more streamlined processing of citations. Allow for local governments to form IGA’s with other local governments to facilitate the use of safety cameras and mobile radar in their communities.

Background:

The Oregon Transportation Safety Action Plan sets a goal of no deaths or life-changing injuries on Oregon’s transportation system by 2035. In 2015, the Oregon Legislature granted the city of Portland the authority to implement a fixed speed safety camera program (HB 2621). Portland’s fixed speed camera systems have been operating on “urban high crash corridors” for the past several years. Data collected at these locations shows a distinct change in driver behavior that has reduced the risk of collisions (See PBOT Report). Under existing statutes, photo radar is allowed in the cities of Albany, Beaverton, Bend, Eugene, Gladstone, Medford, Milwaukie, Oregon City, Portland and Tigard. LOC’s goal is to bring this authority state-wide providing all cities with the choice of operating speed radar in their communities to improve safety and reduce the risk of high-speed crashes.

Presented by the Transportation Committee

U. Property Tax Reform

Legislation:

The League of Oregon Cities proposes that the Legislature refer a constitutional measure and take statutory action to reform the property tax system as part of the 2021 session. With the passage of the Corporate Activities Tax Oregon has taken a step towards long term financial stability at the state and school district level, but local budgetary challenges persist and the legislature must take action to allow cities and other local governments to adequately fund the services that residents demand.

Background:

The property tax system is broken and in need of repair due to Measures 5 and 50, which are both now over 20 years old. The current system is inequitable to property owners and jurisdictions alike, is often inadequate to allow jurisdictions to provide critical services, removes all local choice, and is incomprehensible to the majority of taxpayers. Local governments and schools rely heavily on property tax revenues to pay for services and capital expenses. Therefore, the League will take a leadership role in forming coalitions to help draft and advocate for

both comprehensive and incremental property tax reform option packages. The League will remain flexible to support all legislation that improves the system, with a focus on a property tax package that includes, but may not be limited to these elements:

- To restore local choice, a system that allows voters to adopt tax levies and establish tax rates outside of current limits and not subject to compression (requires constitutional referral).
- To achieve equity, a system that has taxpayers' relative share tied to the value of their property, rather than the complex and increasingly arbitrary valuation system based on assessed value from Measure 50 (requires constitutional referral).
- To enhance fairness and adequacy, a system that makes various statutory changes, some of which would adjust the impact of the above changes. For example, as a part of comprehensive reform the League supports a new reasonable homestead exemption (percentage of RMV with a cap) but also supports limiting or repealing various property tax exemptions that do not have a reasonable return on investment.

Presented by the Finance and Tax Committee, endorsed by the Community Development Committee

V. Reducing Wastewater Impacts from Wipes and Other “Non-Flushables”

Legislation:

The LOC will work with other stakeholders, including the Oregon Association of Clean Water Agencies address challenges resulting from wipes and other non-flushable items. Legislation pursued will likely focus on requirements for manufacturers to clearly label product packaging to indicate that the product should not be flushed, however, the LOC will additionally explore other viable opportunities to address the public health, environmental and economic challenges resulting from improper disposal of these products.

Background:

In recent years, public wastewater systems have experienced significant increases in sewer line clogs, environmental impacts, infrastructure impacts and costs associated with wipes being flushed down toilets. Most wipes don't break down when flushed, and even wipes that are labeled as “flushable” can clog pipelines and pumps and can cause sewage overflows in residences and the environment. The COVID-19 pandemic has made this challenge even worse due to shortages of toilet paper and increased use of disinfecting wipes. The EPA and other national organizations, as well as statewide and local wastewater agencies, are working to get the message out to avoid costly as well as environmental impacts of wipes in our sewer and treatment systems. In March of 2020, the state of Washington passed legislation requiring manufacturers to label products with a “do not flush” logo if the product does not meet national “flushability” standards (i.e. breaking down in the sewer system).

Presented by the Water/Wastewater Committee

W. Right-of-Way/Franchise Fees Authority Preservation

Legislation:

Oppose legislation that, in any way, preempts local authority to manage public rights-of-way and cities' ability to set the rate of compensation for the use of such rights-of-way.

Background:

In its commitment to the protection of Home Rule and local control, the LOC consistently opposes restrictions on the rights of cities to manage their own affairs. From time to time, in the context of public rights-of-way management authority discussions, legislative proposals to restrict this authority arise. Efforts to restrict local authority often include proposals for a statewide right-of-way access policy and compensation system as well as limiting the ability of cities to charge fees of other government entities. This is contrary to local government management authority; the ability to enter into agreements with users of the right-of-way either by agreement/contract or ordinance; to set terms of right-of-way use and to set the rate of compensation. In recent

years the FCC has passed rulemaking through various orders like the Small Cell Orders (FCC 18-133 and FCC 18-111) and the Cable Franchising Order (FCC 19-80) that erode cities' right-of-way and franchising authority. Local governments around the U.S. are fighting these orders in court. There is a fear that the language of these orders will be codified in state legislatures. This would mean if the orders are overturned in court at the federal level, they will still impact cities in states that have passed laws codifying the orders.

Presented by the Telecom, Broadband & Cable Committee

X. State Highway Funds Formula

Legislation:

Consider opening the state highway fund distribution formula to allow for an additional percentage to cities. Currently the split is 50-30-20 with the State receiving 50%, Counties receiving 30% and the balance going to Cities 20%.

Background:

Oregon has had a distribution formula for the state highway fund for decades. This fund combines the revenues generated from the state's gas tax, weight-mile tax on heavy trucks, licenses, fees, and bond proceeds. Approximately 77 percent of the total revenue collected by Oregon Department of Transportation (ODOT) is from state sources, while only 23 percent comes from federal sources. During the 2017 session base level funding for the least populated counties was established along with a \$5 million-dollar small city fund for cities under 5,000 in population with a maximum award of \$100,000 and no match requirement. LOC will engage with other transportation interests to determine if there is adequate support to advance legislation that would revisit the current 50-30-20 distribution.

Presented by the Transportation Committee

Y. Tort Liability Reform

Legislation:

COVID-19 and existing federal court decisions have added risk exposure to cities in areas where their authority has been limited or have not received adequate support. This priority seeks to ensure that cities are not held liable in these areas.

Background:

CIS has already had a COVID related claim filed against it for a COVID related exposure. While there may be many legitimate reasons for a person to seek damages related to the outbreak, local governments have been hampered by inadequate supplies of PPE, testing capability, direct financial support, and legislative relief.

Additionally, the Boise decision that prevents cities from enforcing no camping rules and ordinances subject cities to additional tort liability. The ruling holds that if a person has no place else to go, a city must allow them to sleep somewhere. While there is a logical basis for the core of the ruling, if a city allows a person to sleep in an area that is not designed for camping, such as a park, the person may seek damages. Please note that recreational users of parks may not seek damages due to Oregon's recreational immunity statute that were corrected in 2017.

Finally, in previous sessions, legislation has been introduced but not passed to require cities to permit shelters in areas where they may not be appropriate and "codify" the Boise decision in state law. This legislation did not include immunity from tort liability while removing city authority.

Presented by the General Government/Human Resources Committee

Z. Water Utility Rate and Fund Assistance

Legislation:

The League will work during the 2021 legislative session to provide water utility funding assistance for ratepayers that are experiencing ongoing or recent economic hardships. In addition, the LOC will work to identify opportunities for additional investments in public infrastructure, including water supply, wastewater treatment, stormwater management, green infrastructure opportunities and resilience for water systems. Finally, the LOC Water & Wastewater Policy Committee has identified a need for additional, targeted grant funding assistance that will benefit smaller communities. This includes additional funding to conduct rate studies, feasibility studies and funding to help communities comply with new regulatory requirements, including the requirement to include a seismic risk assessment and mitigation plan within regular water master plan updates.

Background:

In response to economic impacts associated with the spread of COVID-19, many of Oregon's drinking water and wastewater utility providers have offered additional assistance to ratepayers. The LOC is aware that most water utility providers have temporarily ceased water service shut offs (disconnections) for non-payment or past due bill collection during this period of economic hardship. Impacts associated with residential ratepayer revenue losses and decreased water consumption from businesses that have either closed or limited operations has resulted in revenue losses for many Oregon water utility providers. Some water utilities have outstanding debt from prior infrastructure investments and have expressed concerns that reductions in revenue may impact the ability to make the ongoing debt payments. In addition, the economic hardships that are being experienced by many Oregonians, especially in low-income and minority communities, will be ongoing; highlighting the need for additional ratepayer assistance investments that focuses on equity and our most vulnerable populations.

The LOC will work to identify funding for water utility ratepayer assistance and will work to establish a framework for the distribution of funds and will seek to ensure that this crisis does not exacerbate existing inequities, especially for Black, Indigenous, other Communities of Color and for rural Oregonians.

In addition, while COVID-19 has created unique revenue challenges for water utility providers, a key issue that most cities continue to face is how to fund infrastructure improvements (including maintaining, repairing and replacing existing infrastructure and building new infrastructure to address capacity and regulatory requirements). Increasing resources in programs that provide access to lower-rate loans and infrastructure-specific grants will assist cities in investing in vital infrastructure improvements which will also help bolster economic recovery. Infrastructure development impacts economic development, housing, and livability. The level of funding for these programs has been inadequate compared to the needs over the last few biennia and the funds are depleting and unsustainable without significant program modifications and reinvestments.

The LOC will pursue additional funding through the state's Special Public Works Fund, which provides funding assistance through Business Oregon for a variety of public infrastructure needs and will explore state bonding capacity opportunities for water-specific infrastructure needs. In addition, LOC will pursue funding for small communities that face regulatory and operational challenges. Examples of small-community funding assistance opportunities may include expanded grant opportunities through existing funding programs and additional funding assistance to help communities with regulatory compliance and engage in utility best practices, including rate studies.

Presented by the Water/Wastewater Committee, endorsed by the Community Development Committee

Acknowledgements

Thank you to all that participated in the policy committee process.

Community Development Committee

Brian Latta, Dallas (*Chair*)
Timothy Rippe, Forest Grove (*Vice-Chair*)
Tom Armstrong, Portland
Michael Boquist, La Grande
Barbara Bull, Corvallis
Steve Clements, La Grande
Katy Dunsmuir, Estacada
Len Goodwin, Veneta
Allen Hobson, Winston
Kelly Madding, Ashland
Hilary Norton, Halsey
Heather Richards, McMinnville
Scot Siegel, Lake Oswego
Michael Sykes, Scappoose
Derrick Tokos, Newport
Ryan Wells, Cornelius
Kenna West, Willamina
John Williams, West Linn
Steve Wright, Seaside
Stacy Cowan, Portland
Erik Kancler, Bend
Ethan Nelson, Eugene
Eric Noll, State, Portland
Anne Davies, Lane Council of Governments
Spencer Parsons, Beery, Elsner & Hammond
Ariel Nelson, LOC

Energy & Environment Committee

Steve Uffelman, Prineville (*Chair*)
Kathryn Hyzy, Milwaukie (*Vice-Chair*)
Thomas Brownson, Astoria
Steve Dahl, Drain
Steve Forrester, Prineville
Jerry Gillham, Sutherlin
Tonya Graham, Ashland
Scott Hill, McMinnville
Theresa Kohloff, Lake Oswego
Vinh Mason, Portland
Sandra Spelliscy, Talent
Biff Traber, Corvallis
Stacy Cowan, Portland
Jennifer Joly, OMEU
Tracy Rutten, LOC

Finance & Taxation Committee

Don Hudson, Tualatin (*Chair*)
Paul Chalmers, Pendleton (*Vice-Chair*)
Martha Bennett, Lake Oswego
David Bodway, Sherwood
Nancy Brewer, Corvallis
Thomas Brownson, Astoria
Gretchen Buehner, King City
Barbara Bull, Corvallis
Katy Dunsmuir, Estacada

Jessica Eden, Portland
Joseph Gall, Sherwood
Peter Hall, Haines
Bessie Johnson, Albany
Suzanne Lineen, Hillsboro
Heidi Lueb, Tigard
Anthony Martin, Hillsboro
Brian McDowell, Union
Seth Reeser, Wood Village
Tim Rosener, Sherwood
Byron Smith, Hermiston
Jim Snyder, Phoenix
Andrew Struthers, Corvallis
Tyler Wallace, Portland
Kenna West, Willamina
Steve Wright, Seaside
Eric Chambers, Gresham
Ethan Nelson, Eugene
Eric Noll, Portland
Carol Samuels, Piper Sandler & Co.
Mark Gharst, LOC

General Government/Human Resources Committee

Jake Boone, Cottage Grove (*Chair*)
Aaron Cubic, Grants Pass (*Vice-Chair*)
David Allen, Newport
David Bodway, Sherwood
Jerry Gillham, Sutherlin
Mark Gissiner, Eugene
Jeff Groth, Sherwood
Cathy Henson, Portland
Allen Hobson, Winston
Bessie Johnson, Albany
Heidi Lueb, Councilor, Tigard
Stephanie Moran, Junction City
Lisa Morgan, Prineville
Ethan Nelson, Eugene
Jim Snyder, Phoenix
Steve Uffelman, Prineville
Tyler Wallace, Portland
Stacy Cowan, Portland
Eric Noll, Portland
Scott Winkels, LOC

Telecom, Broadband and Cable Committee

Peter Truax, Forest Grove (*Chair*)
Ryan Zink, Salem (*Vice-Chair*)
Pam Berrian, Eugene
Steve Callaway, Hillsboro
Len Goodwin, Veneta
Anne Hill, Portland
Robert Kellogg, Tualatin
Marilyn Morton, Independence
Elisabeth Perez, Portland
Seth Reeser, Wood Village
Heather Richards, McMinnville
Tim Rosener, Sherwood
Byron Smith, Hermiston

Pam Vaughan, Corvallis
Nancy Wyse, Corvallis
Maja Haium, Portland
Jennifer Joly, OMEU
Eric Noll, Portland
Reba Crocker, ROW Consultants LLC
Anne Davies, Pricipal Attorney, Lane Council of Governments
Spencer Parsons, Beery, Elsner & Hammond
Chris Tamarin, Buisness Oregon
Jenna Jones, LOC

Transportation Committee

Ken Woods, Dallas (*Chair*)
Timm Slater, North Bend (*Vice-Chair*)
Mike Bisset, McMinnville
Tom Boyatt, Springfield
Gretchen Buehner, King City
Steve Callaway, Hillsboro
Shoshana Cohen, Portland
Joseph Gall, Sherwood
Scott Hill, McMinnville
Rob Inerfeld, Eugene
Robert Kellogg, Tualatin
Theresa Kohloff, Lake Oswego
Jamie Kranz, Troutdale
Brian Latta, Dallas
Keith Mays, Sherwood
Walt Perry, Jefferson
Michael, Quilty, Central Point
Timothy Rippe, Forest Grove
Tim Rosener, Sherwood
Michael Sykes, Scappoose
Biff Traber, Corvallis
Julie Warncke, Salem
John Williams, West Linn
Stacy Cowan, Portland
Kayla Hootsmans, ODOT
Jim McMauley, LOC

Water/Wastewater Committee

Jason Pulley, Salem (*Chair*)
Niki Iverson, Hillsboro (*Vice Chair*)
Alice Brawley-Chesworth, Portland
Steve Dahl, Drain
Tim Gross, Newport
Jan Lee, Sandy
Brian McDowell, Union
Sara Petrocine, Portland
Paul Rheault, Bend
Dean Sawyer, Newport
Julie Smitherman, Ashland
Eric Noll, Portland
Susie Smith, ACWA
Tracy Rutten, LOC



RESOLUTION
(38-2020)

A RESOLUTION DECLARING THE CITY'S SELECTION OF THE TOP FOUR LEGISLATIVE PRIORITIES TO FORWARD TO THE LEAGUE OF OREGON CITIES

WHEREAS, the League of Oregon Cities (LOC) goes through a process of developing legislative priorities for the up-coming elections and following legislative sessions and gives cities an opportunity to help identify its legislative priorities for the next couple of years; and

WHEREAS, the City Council had an opportunity to review the 26 legislative objectives brought forward by the LOC policy committees at their July 15 work session and identified the following as their top four priorities:

- I. Increase Budgetary Flexibility During Budgetary Emergency
- J. Infrastructure Financing and Resilience
- N. Long Term Transportation Infrastructure Funding
- X. State Highway Caps Funds Formula; and

WHEREAS, the City Council requests their top four priorities be submitted to the League of Oregon Cities no later than the deadline of August 7, 2020.

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

Section 1 The City Administrator will on behalf of the Fairview City Council submit their top four legislative priorities as listed above to the League of Oregon Cities by the August 7, 2020 deadline.

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

Resolution adopted by the City Council of the City of Fairview, this 15th day of July, 2020.

ATTEST

Mayor, City of Fairview
Brian Cooper

City Recorder, City of Fairview
Devree Leymaster

Date

**MINUTES
CITY OF FAIRVIEW
CITY COUNCIL**

June 17, 2020

Council Members

Brian Cooper, Mayor
Cathi Forsythe
Mike Weatherby
Keith Kudrna
Balwant Bhullar
Darren Riordan
Steve Owen

Staff

Nolan Young, City Administrator
Allan Berry, Public Works Director
Lesa Folger, Finance Director
James Eriksen, Police Chief
Heather Martin, City Attorney
Devree Leymaster, City Recorder

1. CALL TO ORDER - Zoom Meeting (6:00 PM)

ROLL CALL

2. PRESENTATION

a. PREMIER PARTNER – PLAYEAST

Khari Applewhite, AVP Branch Manager, Fairview First Community Credit Union presented a \$10,000 sponsorship check to PlayEast representatives Fairview Mayor Cooper and Wood Village Mayor Harden.

b. “If I Were Mayor” Student Contest

Mayor Cooper announced that Aaron Jones was the local recipient of the \$100 gift card prize and his presentation had been submitted to the State contest.

c. MCSO Hope Team

Doug Asboe, MCSO Sergeant briefed Council on the HOPE (Homeless Outreach Program Engagement) Team. The Team is comprised of himself and two MCSO deputies. They identify locations of individuals experiencing house-lessness and engage those individuals to try and get them involved in programs to improve their situations. Each individual has different barriers; they work to connect them with the appropriate programs.

Sergeant Asboe commented homelessness in Fairview is not significant, comparatively, at least not yet. He remarked on the myth that most homeless in the area are not local, when most of the population in East Multnomah County are residents or were residents prior to their situation.

Sergeant Asboe proposed creating a committee with a few representatives from each city (Troutdale, Wood Village, and Fairview) to look at creative ways to combat issues that are creating homelessness and the issues surrounding homelessness. Troutdale and Wood Village are in support of the idea.

Mayor Cooper asked if they will receive funding from the Metro (homeless) tax. Sergeant Asboe replied they don't know yet. If they do, they have ideas for how to use to increase resources and decrease barriers. Mayor Cooper asked at what phase Multnomah County will open up the capacity of the shelters. Sergeant Asboe answered he didn't know, but he believes social distancing will be a long-term consideration and capacity will not return to what it was for some time.

Councilor Owen inquired how they find out about individuals i.e. health agencies, community members. Sergeant Asboe replied mostly through community members. The Team is aware of frequent places where camps are common and monitor the areas.

Councilor's Forsythe and Riordan thanked the Team for their work, responsiveness, and handling the issue with compassion.

Mayor Cooper remarked they will get back to Sergeant Asboe soon with the two Fairview representatives for the proposed committee.

d. Mt. Hood Cable Regulatory Commission (MHCRC) FY 2020-21 Budget Presentation
MHCRC Commissioner Dennerline briefed Council on the proposed MHCRC budget. He noted the MHCRC works to stay well-informed and aligned with quickly changing technologies i.e. 5G and the estimated franchise fee revenue for Fairview is \$101,278, with Fairview receiving an estimated payment of \$30,349.

Councilor Owen moved to approve the MHCRC FY2020-21 Budget as presented and Councilor Riordan seconded. The motion passed unanimously.

AYES: 7

NOES: 0

ABSTAINED: 0

3. CITIZEN TESTIMONY FOR NON-AGENDA ITEMS

None.

4. CONSENT AGENDA

- a. Minutes of May 14, May 20 & June 3, 2020
- b. Reappoint Jeff Dennerline as Fairview Representative on the Mt. Hood Cable Regulatory Commission: Resolution 26-2020
- c. Support for TGM Grant: Resolution 32-2020
- d. Declare the City's Qualifications to Receive State Shared Revenues: Resolution 21-2020
- e. Adopt COVID-19 Relief Program: Resolution 27-2020
- f. Authorize Transfer of Budget Appropriations Within the General Fund for Fiscal Year 2019-20: Resolution 31-2020
- g. Authorize Appropriations in the Grant and Capital Projects Fund and the Recreation Fund Due to the Award of Grants: 33-2020
- h. Authorize Full Benefits of the Development Incentive Program to the Halsey and Fairview Parkway Mixed-Use Development, if Permits are Taken Out by June 30, 2021 With the Urban Renewal Agency Reimbursing the Three Utilities for SDC's Waived: Resolution 28-2020
- i. Authorize Supplemental Budget for FY2019-20 Establishing a M & S Category in the Grant and Capital Project Fund: Resolution 34-2020

Councilor Riordan moved to approve the Consent Agenda and Councilor Kudrna seconded. The motion passed unanimously.

AYES: 7

NOES: 0

ABSTAINED: 0

5. PUBLIC HEARING

- a. Declare the City's Election to Receive State Shared Revenues: Resolution 22-2020

Director Folger commented Council approved the qualification to receive state shared revenues in the Consent Agenda and this request it to elect to receive state shared revenues.

Mayor Cooper opened the public hearing. There was no comment. Mayor Cooper closed the public hearing.

Councilor Owen moved to adopt Resolution 22-2020 and Councilor Forsythe seconded. Motion passed unanimously.

AYES: 7
NOES: 0
ABSTAINED: 0

b. Adopt the Fiscal Year 2020-21 Budget, Make Appropriations, and Declare the Ad Valorem Property Tax Rate to be Certified to the County Assessor: Resolution 23-2020

Director Folger remarked the proposed total budget, as approved by the Budget Committee, is \$27,789,958 and the ad valorem property tax rate is \$3.4902 per \$1,000 assessed value.

Mayor Cooper opened the public hearing. There was no comment. Mayor Cooper closed the public hearing.

Councilor Riordan moved to adopt Resolution 23-2020 and Councilor Bhullar seconded. Motion passed unanimously.

AYES: 7
NOES: 0
ABSTAINED: 0

c. Adopt Fees Associated with Small Cell Infrastructure: Resolution 30-2020

Director Berry summarized the Council adopted standards for small cell infrastructure at their May 20 meeting. The next step is to establish and adopt application and usage fees. The proposed fee structure is in line with federal guidelines.

Council President Weatherby inquired if the proposed rates are the maximum allowed. City Attorney Martin replied they are within the limits of the FCC recommended rates. She advised the city keep within these limits, exceeding them requires extensive research and modeling. City Administrator Young asked if the rates could be adjusted, raised, in the future. City Attorney Martin answered yes, they could be increased in the future. Councilor Forsythe inquired if a standard rate increase progression could be included. City Attorney Martin replied it depends on the results of current litigation and FCC regulations. She noted it could be possible to have an increasing yearly fee.

Mayor Cooper opened the public hearing. Steve Marker, Fairview, OR (resident and PSAC Chair) commented the Public Safety Advisory Committee (PSAC) does not support the installation of 5G facilities and encouraged Council not to increase the rates to the provider because those rates will be passed on the subscriber. Mayor Cooper closed the public hearing.

Councilor Riordan moved to adopt Resolution 30-2020 and Councilor Owen seconded. Motion passed by majority.

AYES: 6
NOES: 1 – Council President Weatherby
ABSTAINED: 0

6. COUNCIL BUSINESS

None.

7. ADJOURNMENT

Councilor Forsythe moved to adjourn the meeting and Councilor Owen seconded. The motion passed, and the meeting adjourned at 6:56 PM.

AYES: 7

NOES: 0

ABSTAINED: 0

Devree Leymaster
City Recorder

Brian Cooper
Mayor

Date of Signing

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



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
July 15, 2020	3.b.	2020-51

TO: Mayor and City Council
FROM: Allan Berry, Public Works Director
THRU: Nolan K. Young, City Administrator
DATE: May 26, 2020

ISSUE:

The joint agreement with the Fairview Lake Property Owners Association and the Multnomah Drainage District for the operation and maintenance of the Fairview Lake and appurtenant structures needs updating.

RELATED COUNCIL GOALS:

N/A

PREVIOUS AGENDA STAFF REPORTS:

The current agreement was reviewed by City Council on October 2, 2013, and approved and adopted in Resolution 51-2013.

ATTACHMENTS:

- A. Resolution 25-2020
- B. Revised agreement between the City of Fairview, Fairview Lake Property Association (FLPOA) and the Multnomah County Drainage District (MCDD)
- C. Revised Fairview Lake Management Plan

BACKGROUND:

The Fairview Lake is an asset to the local community, jointly managed by the Fairview Lake Property Owners' Association, the City of Fairview, and the Multnomah County Drainage District. As part of that effort, the three entities meet on a regular basis to discuss the maintenance and operation of the lake. The agreement is scheduled to be updated every five years and the associated agreement processed accordingly. This agreement would therefore be updated again in the year 2025.

RECOMMENDED ACTION:

1. Authorize the City Administrator to sign a joint agreement with FLPOA and MCDD for operation and maintenance of the Fairview Lake and appurtenant structures.

BUDGET IMPLICATIONS:

The City of Fairview's contribution will remain at 10% of FLPOA's previous years' operation and maintenance costs.

COUNCIL ALTERNATIVES:

1. **Staff Recommendation:** Move to adopt Resolution 25-2020. This will authorize the City Administrator to sign a joint agreement with FLPOA and MCDD for operation and maintenance of the Fairview Lake and appurtenant structures.
2. Do not continue the partnership and seek other methods to provide lake management.



RESOLUTION
(25-2020)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL APPROVING AN AGREEMENT WITH THE FAIRVIEW LAKE PROPERTY OWNERS ASSOCIATION, THE MULTNOMAH COUNTY DRAINAGE DISTRICT AND THE CITY OF FAIRVIEW FOR THE OPERATION AND MAINTENANCE OF THE FAIRVIEW LAKE AND APPURTENANT STRUCTURES

WHEREAS, Multnomah County Drainage District #1 (District) is an Oregon special district authorized and operating pursuant to ORS Chapter 547; and

WHEREAS, the City of Fairview (City) is an Oregon municipal corporation operating under a home rule charter, the Oregon Constitution, and other applicable laws; and

WHEREAS, the Fairview Lake Property Owners Association (FLOPA) is an Oregon private nonprofit corporation authorized by ORS Chapter 65. The members of the Association are littoral owners of property around Fairview Lake; and

WHEREAS, as between the District and the City, this Agreement is an intergovernmental agreement authorized by ORS 190.010. All provisions required by ORS 190.020 are addressed herein or are intentionally omitted as inapplicable.

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

Section 1 In consideration of the mutual promises in this Agreement, the adequacy of which are acknowledged, the parties mutually agree to its content, and the Fairview City Council authorizes the City Administrator to execute the aforesaid agreement.

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

Resolution adopted by the City Council of the City of Fairview, this 15th day of July, 2020.

Mayor, City of Fairview
Brian Cooper

ATTEST

City Recorder, City of Fairview
Devree Leymaster

Date

FAIRVIEW LAKE AGREEMENT

BETWEEN: Multnomah County Drainage District #1 (“District”)
AND: City of Fairview, Oregon (“City”)
AND: Fairview Lake Property Owners Association (“Association”)
DATED: _____, 2020

RECITALS

- A. Multnomah County Drainage District #1 (District) is an Oregon special district authorized and operating pursuant to ORS Chapter 547 to manage flood risk reduction.
- B. The City of Fairview (City) is an Oregon municipal corporation operating under a home rule charter, the Oregon Constitution, and other applicable laws.
- C. The Fairview Lake Property Owners Association (Association) is an Oregon private nonprofit corporation authorized by ORS Chapter 65. The members of the Association are littoral owners of property around Fairview Lake (Lake).
- D. As between the District and the City, this Agreement is an intergovernmental agreement authorized by ORS 190.010. All provisions required by ORS 190.020 are addressed herein or are intentionally omitted as inapplicable.
- E. From 1953 to 1989, the District dredged Fairview Lake to create fill for an earthen dam (Dam) on which residential development have occurred, and to store water for agricultural and irrigation purposes; the dredging created the additional benefit of stormwater storage capacity for littoral owners of property around the Lake.
- F. In 1997, Oregon Water Resources Department (WRD) issued two water permits¹ to the District, authorizing the impoundment of certain waters of the state identified as the Lake and the operation and maintenance of a water control structure (Control Structure) and the Dam to manage the Lake water level. The District transferred, and the City accepted, the rights and responsibilities under said water permits, except that the District retained and reserved the right to manage water level for stormwater storage capacity.

NOW, THEREFORE, in consideration of the mutual promises in this Fairview Lake Agreement (Agreement), the adequacy of which are acknowledged, the parties mutually agree as follows:

1. Lake Control Structure

1.1 The City owns the Control Structure and the District owns the telemetry (SCADA system, and water level monitoring equipment) located at the Lake. The City and

¹ Water Permits Nos. R-12301 and S-53272, which became Water Certificates nos. 90061 and 90062 in April 2015.

District are both responsible for granting access to the structure owned by them to the other party when necessary and after appropriate notice has been provided.

The access easement granted to the District described in Book 1236, Pages 66-67 and Exhibits A & B, with the Multnomah County Recorder, and attached as Exhibit A shall remain in full force and effect under the terms and conditions listed therein.

2. Water Level Management in Lake

2.1 The parties acknowledge the continuing rights and responsibilities of the District under ORS Chapter 547 to control the flow and elevation of drainageways in the District, which may have an effect on the water level in the Lake. The District mandates the levels of the Lake pursuant to these authorities and the City manages the Control Structure to meet the mandated levels.

2.2 The City agrees to perform the following tasks to manage the Lake levels:

2.2.1 The Lake water level will be drawn down to elevation 11.5' NAVD88 or to a level to match the downstream slough elevation, whichever is lower, no later than October 15 of each year. The draw down normally occurs over a two-week period but will be accomplished in such time as is prudent considering all of the surrounding circumstances. Whenever weather or other similar conditions dictate, the District may impose an earlier draw down to prevent potential flooding to riparian properties.

2.2.2 The Lake water level will be raised to elevation 14.7' NAVD88 by May 1st each year. The raising of the Lake elevation occurs over a two-week period. The District may delay raising the Lake elevation, in its discretion, if it determines that flood protection requires such delay. The District may mandate to raise the level earlier upon request of the Association, if forecasted weather conditions warrant. The Lake may take longer than two weeks to reach elevation 14.7' NAVD88 when rainfall is insufficient.

2.2.3 The City will be responsible for the operation and maintenance of the Control Structure and the level changes to the gates to effect these seasonal lake elevation changes.

2.2.4 Pursuant to the District's statutory role as flood protection agency, all Lake elevation changes initiated by the City will be coordinated with and approved by the District. The District will have access and keys to the Control Structure at all times, and the City will not alter the lock device without first obtaining District consent. The District retains the right to change the lake elevation or lake elevation management tasks to be performed at any time that conditions warrant. The District will provide written notice of such changes to the Association and City as soon as practical.

2.3 The Association will issue a notice to all property owners who own property adjacent to the Lake in advance of any manual changes to the Lake elevation. The Association and City will coordinate the timing of this notice.

3. Future Repair and/or Modification to Control Structure and Hydraulic Characteristics.

3.1 The City may initiate repair and modifications to the Control Structure, the Lake inlet, the Dam, or other hydraulic characteristics of the Lake as allowed under the WRD permits. All repair and modifications shall be approved in advance by the District, and as required by law, by WRD and other appropriate regulatory agencies.

3.2 The District may make safety modifications to ensure the equipment used by the District or its representatives meets current OSHA and District safety standards and practices. The cost of any such safety improvements or modifications will be paid by the City and District based on an allocation of benefits that is mutually agreed to by the City and the District in advance.

4. Revenues and Expenditures for Lake Management.

4.1 Lake Management Plan. The Association will maintain and periodically update a Lake Management Plan (“Plan”). Plan will be approved as provided in the Association’s articles of incorporation or bylaws, as applicable. A copy shall be provided to the City and District upon adoption in addition to any subsequent amendments. The plan will contain the following information at a minimum:

Lake Elevation Management

Water Quality

Sedimentation

Riparian Zone Protection

Aquatic Plants

Fish and Wildlife

Floating logs and debris

Toxic spills

Education

4.2 Budgeting. To provide funding for operations under this Agreement, and to implement the Plan described above, and for operation and maintenance of the Control Structure, the Association will adopt an annual budget and a table of assessments that fairly allocates a portion of the budget to each tax lot that abuts the Lake. The budget shall comply with the criteria listed in ORS 545.484(1). The Association will adopt the budget and table of assessments at least 60 days prior to the commencement of the Association’s fiscal year covered by the proposed budget or the date funds will be needed to conduct the Association’s Lake management activities, whichever is later.

7. Association Responsibilities.

7.1 The Association will amend its articles of incorporation and bylaws as necessary to authorize all activities and obligations contained in this Agreement. In that amendment, there shall be established a voting position on the Board of Directors for a representative of the City as a littoral property owner.

7.2 In the event that the Association should wish to perform work at the Control Structure, this will be agreed and formalized in writing by the City and the Association, and the Association will contract with a responsible entity for such obligations. The entity selected to perform such work shall be subject to prior written approval by the City, with such approval not to be unreasonably withheld.

8. Indemnity and Insurance. In addition to any other indemnity provisions of this Agreement:

8.1 To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, each party shall defend, indemnify and hold each other party, its elected officials, employees, officers and harmless from any claims, suits or actions arising from or relating to the acts of any such indemnitor party under this Agreement including all costs, expenses and attorney fees incurred as a result of such claims, suits or actions; provided however, that such indemnity shall not apply to negligent or intentional acts or omissions of the non-indemnitor party.

9. Dispute Resolution. In the event of any dispute between any of the parties hereto, such dispute shall, prior to litigation, be submitted to mediation by a mediator selected and paid equally by the parties to the dispute. Each party shall pay its own costs and attorney fees.

10. General Conditions.

10.1 Amendment. This Agreement may be amended or terminated by mutual written consent of all parties. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

10.2 Non-Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

10.3 Venue and Construction. This Agreement shall be construed consistent with the laws of the State of Oregon. Venue for any legal proceeding shall reside in Multnomah County, Oregon.

11. Severability. The provisions of this Agreement are not severable. If any provision of this Agreement is found to be unlawful or invalid by a court of competent jurisdiction, the parties shall meet and confer in good faith to amend the Agreement in order to achieve its purposes. If such amendment is not agreed to within 30 days of the court ruling, any party may terminate the Agreement.

12. Assignability. This Agreement and the obligations undertaken hereunder are not transferable or assignable.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written. By their signatures below, the signing parties represent that they have the lawfully delegated power and authority to enter into this Agreement.

**MULTNOMAH COUNTY DRAINAGE
DISTRICT #1**

CITY OF FAIRVIEW, OREGON

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

**FAIRVIEW LAKE PROPERTY OWNERS
ASSOCIATION**

By: _____
Name: _____
Its: _____

FAIRVIEW LAKE MANAGEMENT PLAN

Developed by: The Fairview Lake Property Owners Association,
The City of Fairview and the Multnomah County Drainage District #1.

Revision History: December 24, 2003 by Dave Hendricks
 January 16, 2004 by Bob Cochran
 February 10, 2020 by Robert Dolphin

INTRODUCTION

This Fairview Lake Management Plan (Plan) is intended to guide both the Fairview Lake Property Owners (Owners) and the City of Fairview (City) in operations, practices, education, and other actions necessary to maintain the aesthetic value, water quality, recreational use, and general livability for both the people and wildlife of Fairview Lake (the Lake). The Plan is created pursuant to, and is subject to, the "Fairview Lake Agreement" signed by Fairview Lake Property Owners Association, the City of Fairview, and Multnomah County Drainage District #1, effective [REDACTED]. This document was created in cooperation with and reviewed by the Multnomah County Drainage District #1 (District).

All water bodies are an important component of any ecosystem as they provide aesthetics and recreational opportunities to many people. In addition, by maintaining the Lake properly, value will be added to adjacent properties. Wildlife and fish also benefit greatly in a well-maintained water body. As stewards of Fairview Lake it is our responsibility to the next generation and the watercourses downstream to maintain Fairview Lake in at least its present state for as long as possible. This management plan addresses the process for maintaining and improving the physical, chemical and biological characteristics of the Lake.

1. LAKE ELEVATIONS

Lake elevations are managed per Section 2 of the Fairview Lake Agreement. Generally, the lake water elevation is raised in the summer to impound water for recreation, wildlife and aesthetics purposes. The water elevation is lowered in the winter for flood control purposes. Flood control management benefits the lake landowners as well as downstream landowners. This procedure is opposite the natural cycle and makes it difficult for natural vegetation to become established along the shoreline thereby increasing erosion potential. The following provides guidance for adjusting the Lake outlet to help meet goals of this Plan:

- The raising of the lake elevation will be controlled in such a way that it takes approximately two weeks to reach the maximum summer elevation. This gradual filling will have minimal impacts on plants and animals in the lake area and in the Columbia Slough.

- The anticipated lowering rate will be approximately three-inches per day. This rate should have minimal hydraulic effects on bank erosion (common with rapid draw down of a water level).

2. SEDIMENTATION

- The Lake bottom will be monitored by the Owners. Electronic soundings will be taken when the Lake is at or near the summer elevation specified in Section 2 of the Fairview Lake Agreement. This practice will determine if increased sediment deposition has occurred. An example of previous soundings is attached. The Cities of Gresham and Fairview and Multnomah County will continue to enforce erosion control standards within their respective jurisdictions. This will include Erosion Control Permits, enforcement, and education. These efforts will reduce sediment flow into the Lake.
- Bank erosion is a major concern along the banks of the Lake. The lowering of the lake in the winter along with increased winter winds results in increased wave action that can cause severe bank erosion. This problem can be partially addressed through encouragement and education of the Owners to help reduce shoreline erosion through plantings and shoreline protection installations.

3. RIPARIAN PROTECTION

- Protection of riparian areas is important to preserving and enhancing the natural functions of the Fairview Creek and Columbia Slough Watersheds, as well as the water quality of our lake. This protection is required by state, county and city development code. All owners are required to comply at least with the development code applicable to their property, and are encouraged to be proactive environmental stewards of the Lake ecosystem. Owners are encouraged to utilize volunteer and City education and planting programs for further assistance. Additional information can be found on the Fairview Lake website: www.fairview-lake.org/riparian and the City of Fairview Development Code Chapter 19.106. North shore of Fairview Lake is under unincorporated Multnomah County jurisdiction.

4. WATER QUALITY

- The Cities of Fairview and Gresham both share sampling the Lake for parameters listed in their NPDES-MS4 permit.
- Other chemical analysis may be required in order to establish a baseline for the health of the Lake. Phosphates and nitrates are the largest contributors to algae blooms with phosphates usually being the limiting factor. One or two tests a year

may be required to monitor the status of the Lake. If needed the tests for phosphates and nitrates will be sampled, analyzed and paid for by the Owners. Other chemical tests may be necessary (i.e. fish and/or sediments) and if needed will be paid for by the Owners and the City as negotiated prior to the sampling event.

4. AQUATIC PLANTS

- It is the goal of the Owners and the City to minimize aquatic plants and algae that may overtake the Lake should they be introduced into the Lake. Anyone observing new aquatic plants in the Lake should report them immediately to the Owner's representative via the FLPOA website or (Mr. Bob Dolphin 503-666-8621) or the City's representative (Mr. Allan Berry 503-674-6235).
- The Owners will check the shoreline and shallow spots within the Lake twice a year for aquatic plants.
- All public access points will be signed to educate the users to avoid bringing in plants from other bodies of water on boats/ motors or trailers.
- Association obtained 2300A Pesticide Permit in 2012 and generated Pesticide Discharge Management Plan specifying conditions for treatment of aquatic plants with an aquatic herbicide.
- Blue Green Algae has historically been a mid summer problem due to water temperature and nutrient load. Owners will monitor lake conditions and notify users at the onset of significant blue green algae growth. Analytical data will be obtained as needed to confirm visual observation of blue green algae.

5. FISH AND WILDLIFE

- Fish kills (dead fish in the amount greater than six) should be reported immediately to the Owner's representative via the FLPOA website or by contacting (Mr. Bob Dolphin 503-666-8621) or the City's representative (Mr. Allan Berry 503-674-6235).
- Owners will be educated annually as to the hazards of feeding wildlife (ducks, geese, other). The education will discuss the by-product of feeding ducks and geese (i.e., their excrement adds unnecessary nutrients to the already enriched lake). Owners will be informed that raccoons, skunks and nutria often eat excess pet food. This often leads to an increased raccoon population and increased encounters between raccoons and domestic pets.
- Owners should be encouraged to protect their old trees from beaver damage. Large trees provide shade to the lake and lower water temperatures.

6. FLOATING LOGS AND DEBRIS

- Loose logs should be anchored to the shore or removed. Floating logs can clog the weir structure and cause damage to boats using the Lake. Logs that are anchored along the shore will provide habitat for animals and fish.
- The Owners will be responsible for monitoring loose logs. When observed, the Owners will move the logs to a location agreed upon by the Owners and the City.
- Large debris should be removed when first noticed. This will keep the weir free of material that can restrict flows.

7. TOXIC SPILLS/CONTAMINATES

- Any chemical spill on the Lake or in an area that could flow to the Lake should be reported immediately to the Oregon Emergency Response (1-800-452-0311). After notifying the OER, the Owner's representative (Mr. Bob Dolphin 503-666-8621) and the City's representative (Mr. Allan Berry 503-674-6235) should be immediately contacted.
- The Owners will be educated as to the use of fertilizers, herbicides, pesticides, cleansers and soaps around the Lake. Education will include minimal use of these products, use of environmentally friendly products and the storage and disposal of those products. Owners and their uphill neighbors will also be educated on the prohibition of dumping chemicals into the storm drainage system as well as dumping grass clippings into the Lake.

8. EDUCATION

- A significant portion of this management plan deals with the education of the Owners and the public that use Fairview Lake. It is critical that everyone understand the consequences of bank erosion, dumping aquatic weeds and fish into the lake, artificially feeding wildlife, or dumping any of a multitude of chemicals into the streets or lawns.
- Educational efforts will be administered by the Association with assistance from District, Watershed Council and the City.
- The Owners will make annual financial contributions to this educational process.

9. OTHER

- Pumping water from the Lake requires a water rights permit. If this practice is observed, the Owner will notify the responsible party of the permit requirements. Should the practice continue, the Water Resources Department will be directly notified for further action.

10. BUDGET

Owners will generate annual budget to implement required items of this plan.

Approved By:

Fairview Lake Property Owners Association **Date**

City of Fairview **Date**

Multnomah County Drainage District #1 **Date**



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
July 15, 2020	3.c.	2020-56

TO: Mayor and City Council
FROM: Sarah Selden, Senior Planner & Economic Development Coordinator
THRU: Nolan K. Young, City Administrator
DATE: July 9, 2020

ISSUE:

Review and approve the Resolution authorizing the City Administrator to sign an Intergovernmental Agreement with the City of Wood Village for a joint lot partition application for a parcel that spans both cities. The resolution authorizes a coordinated process; it does not authorize any development approvals.

BACKGROUND:

Sunshine Properties LLC owns one fee simple property with two tax lot numbers, 1N3E27D -00300 (.35 acres) and 1N3E27D -00402 (.05 acres), located at the east terminus of Bridge Street. This single property lies in two different jurisdictions with tax lot 300 being in Fairview and tax lot 402 being in Wood Village. The property owner wishes to file an application for a tentative partition of the lot, such that each of the tax lots will become actual fee simple lots for the purpose of future development.

DISCUSSION:

The partition application needs to go through both cities for tentative and final plat approval with the documents having signatures from both cities. It is in the best interest of all parties to avoid the need to process two different tentative partition applications in two different jurisdictions for the single property, and to avoid any confusion regarding who has jurisdiction and how conditions of approval may be implemented.

Staff at the Cities of Fairview and Wood Village agreed to a single application process and will utilize the same planner (Matt Straite) to process the application and prepare it for both cities. Wood Village will be the lead in the application as the plan for the future plat is to develop a housing development on the parcel in Wood Village. As part of the review process the City of Wood Village will transmit the proposed tentative partition to the City of Fairview for review and comment, and the staff report for the tentative partition will address criteria from both cities. The City of Fairview will agree to allow the City of Wood Village to act on its behalf regarding the portion of property that lies within the City of Fairview, and not charge an application fee or processing fee to the City. The full details are included in the IGA as an exhibit to the Resolution.

If approved by both Cities, Planner Matt Straite will work with the property owner to complete the application and process the staff. Approving the resolution does not approve the partition or provide any support for its approval.

BUDGET IMPLICATIONS:

Wood Village will be leading this process and will be responsible for the majority of staff time. The land use fee will be charged by the City of Wood Village, and not by Fairview. A Minor Partition application fee in Fairview would be \$1,200 (\$800 for the preliminary plat and \$400 for the final plat) if separate applications were processed by both cities.

RECOMMENDED ACTION:

Adopt Resolution 29-2020 authorizing the City Manager to sign an Intergovernmental Agreement with the City of Wood Village for a joint lot partition application.

COUNCIL ALTERNATIVES:

1. Staff Recommendation: Move to adopt Resolution 29-2020.
2. Do not adopt Resolution 29-2020.

ATTACHMENTS:

Resolution 29-2020

Intergovernmental Agreement



RESOLUTION
(29-2020)

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH THE CITY OF WOOD VILLAGE FOR A SINGLE LOT PARTITION
APPLICATION FOR A PARCEL THAT SPANS BOTH CITIES**

WHEREAS, Sunshine Properties LLC owns one fee simple property with two tax lot numbers, 1N3E27D - 00300 (.35 acres) and 1N3E27D -00402 (.05 acres), hereinafter the “property”; and

WHEREAS, the single property lies in two different jurisdictions- tax lot 300 is within Fairview and tax lot 402 is within Wood Village; and

WHEREAS, the property owner wishes to file an application for a tentative partition of the single fee simple lot, such that each of the tax lots will become actual fee simple lots for the purpose of future development; and

WHEREAS, it is in the best interest of all parties to avoid the need to process two different tentative partition applications in two different jurisdictions for the single property, to avoid any confusion regarding who has jurisdiction and how conditions of approval may be implemented, and

WHEREAS, the Multnomah County Surveyor has explained that both Cities need to sign the final partition plat, and

WHEREAS, the Cities desire to enter into an IGA regarding the submittal and processing of a tentative map application for the property.

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

Section 1 The City Council authorizes the City Administrator to execute the Intergovernmental Agreement for the purposes of processing a join lot line partition application attached as Exhibit A.

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

Resolution adopted by the City Council of the City of Fairview, this 15th day of July, 2020.

Mayor, City of Fairview
Brian Cooper

ATTEST

City Recorder, City of Fairview
Devree Leymaster

Date

Exhibit A
**INTERGOVERNMENTAL AGREEMENT
CITIES OF FAIRVIEW AND WOOD VILLAGE:
MORASCH PARTITION APPLICATION**

This Intergovernmental Agreement (IGA) is entered into by the CITY OF FAIRVIEW and CITY OF WOOD VILLAGE, municipal corporations of the State of Oregon, hereinafter referred to as "Cities".

WHEREAS, Mr. Steve Morasch owns one fee simple property with two tax lot numbers, 1N3E27D -00300 (.35 acres) and 1N3E27D -00402 (.05 acres), hereinafter the "property"; and

WHEREAS, the single property lies in two different jurisdictions- tax lot 300 is within Fairview and tax lot 402 is within Wood Village; and

WHEREAS, the property owner wishes to file an application for a tentative partition of the single fee simple lot, such that each of the tax lots will become actual fee simple lots for the purpose of future development; and

WHEREAS, it is in the best interest of all parties to avoid the need to process two different tentative partition applications in two different jurisdictions for the single property, to avoid any confusion regarding who has jurisdiction and how conditions of approval may be implemented, and

WHEREAS, the Multnomah County Surveyor has explained that both Cities need to sign the final partition plat, and

WHEREAS, the Cities desire to enter into an IGA regarding the submittal and processing of a tentative map application for the property.

NOW THEREFORE, the Cities hereto agree as follows:

1. **Purpose.** The purpose of this agreement is to establish that the City of Wood Village will process any application for a tentative partition on the property, even though part of the property lies within the City of Fairview.
2. **Wood Village's Responsibilities**
 - A. The City of Wood Village will process any tentative partition or final plat application for the property.
 - As part of the review process the City of Wood Village will transmit the proposed tentative partition to the City of Fairview for review and comment.
 - Conditions of approval may be proposed by the City of Fairview as part of that review.
 - The Staff Report for the tentative partition will address criteria from both cities.
 - B. The final partition plat will require signatures from both Cities.
 - C. The Cities may use this IGA to extend the agreement to any future land use development applications proposed on the property, if agreed to by both cities in advance.
3. **Fairview's Responsibilities.**
 - A. The City of Fairview will agree to allow the City of Wood Village to act on its behalf regarding the portion of property that lies within the City of Fairview.
 - B. The City of Fairview will not require any application fees or application processing for the tentative or final plats regarding the property.
 - C. The final partition plat will require signatures from both Cities.
 - D. The Cities may use this IGA to extend the agreement to any future land use development applications proposed on the property, if agreed to by both cities in advance.

4. **Termination.** This IGA has no termination provisions.
5. **Indemnification.** Subject to the limit actions of state law, each party agrees to indemnify, defend and hold harmless the other party and its officers, agents, employees and elected officials from any and all claims, liability, loss, and costs arising out of or resulting from the acts of the individual parties to this agreement, their officers, agents, employees and elected officials, including intentional or willful misconduct, in the performance of this IGA. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
6. **Insurance.** The Cities agree to each maintain insurance or self-insurance consistent with provisions of the Oregon Tort Claims Act, ORS 30.270 and customary for public agencies of the same size and type.
7. **Amendment.** This IGA may be amended at any time upon the written agreement of all Cities.
8. **Severability.** Should any provision of this IGA be rendered invalid by a court of competent jurisdiction or arbitrator with authority to render a provision invalid, it is agreed that every other part of the IGA shall remain in full force and effect.
9. **Judicial Review.** This IGA and its construction shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles or conflicts of law. Any claims, action, suit or proceeding between the Cities that arises from or relates to this IGA shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon.
10. **Non-Waiver.** Failure of any party at any time to require performance of any provision of this IGA shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provisions.
11. **Entire Agreement.** This IGA constitutes the entire and integrated agreement between the Cities and may be modified or amended only by the written agreement of the Cities.
12. **Effective Date.** This IGA shall become effective upon full execution by all Cities as set forth below and will remain in effect until completion of the Project or until one year following the effective date, whichever occurs earlier.

CITY OF FAIRVIEW, OREGON

By:

Title:

Date:

CITY OF WOOD VILLAGE, OREGON

By:

Title:

Date:



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
July 15, 2020	3.e.	2020-53

TO: Mayor and City Council
FROM: Devree Leymaster, City Recorder
THRU: Nolan K. Young, City Administrator
DATE: July 7, 2020

ISSUE:
Ratify extended declaration of emergency.

BACKGROUND:
On March 18, 2020 pursuant to Fairview Municipal Code (FMC) 2.40.06, the City Council ratified a local state of emergency declared by the City Administrator on March 16, 2020 through April 13, 2020 within the geographic boundaries of the City of Fairview to respond to the rapidly changing conditions of COVID-19.

Governor Brown determined COVID-19 remains a public health emergency and extended the statewide state of emergency on May 1, 2020 and again on June 30, 2020; extending it through at least September 4, 2020.

City Administrator Nolan Young finds the conditions giving rise to the need for a local state of emergency continue and have existed from the initial declaration on March 16, 2020. On July 7, 2020 the City Administrator extended the local state of emergency through September 4, 2020 and declared the continuing existence of the emergency from March 16, 2020. The extended local state of emergency is Exhibit A to Resolution 37-2020.

RECOMMENDED ACTION:
Adopt Resolution 37-2020 ratifying the extended local state of emergency declaration.

- COUNCIL ALTERNATIVES:**
1. Move to adopt Resolution 37-2020. This will ratify the extended local declaration of emergency through September 4, 2020.
 2. Not adopt Resolution 37-2020. This will not ratify the extended declaration and end the local emergency declaration as of April 13, 2020.



RESOLUTION
(37-2020)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL RATIFYING THE
EXTENDED LOCAL STATE OF EMERGENCY DECLARATION**

WHEREAS, on March 18, 2020 pursuant to Fairview Municipal Code (FMC) 2.40.06, the City Council ratified a local state of emergency declared by the City Administrator on March 16, 2020 through April 13, 2020 within the geographic boundaries of the City of Fairview to respond to the rapidly changing conditions of COVID-19; and

WHEREAS, on May 1, 2020, and again on June 30, 2020, Governor Brown determined that COVID-19 remains a public health emergency and extended the statewide state of emergency through at least September 4, 2020; and

WHEREAS, the City Administrator of the City of Fairview finds that the conditions giving rise to the need for a local state of emergency continue and have existed from March 16, 2020; and

WHEREAS, the City Administrator has extended the local state of emergency through September 4, 2020.

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

Section 1 Pursuant to FMC 2.40.060, the declaration of emergency is ratified as declared to exist by the City Administrator on March 16, 2020 and extended until September 4, 2020 as attached as Exhibit A.

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

Resolution adopted by the City Council of the City of Fairview, this 15th day of July, 2020.

Mayor, City of Fairview
Brian Cooper

ATTEST

City Recorder, City of Fairview
Devree Leymaster

Date



CITY OF FAIRVIEW, OREGON
Extending the Local State of Emergency

WHEREAS, Governor Kate Brown, on March 8, 2020, declared a state of emergency due to the COVID-19 virus, finding that COVID-19 has created a threat to public health and safety, and constitutes a statewide emergency under ORS 401.025(1); and

WHEREAS, The World Health Organization, on March 11, 2020, declared COVID-19 to be a pandemic that causes respiratory distress with the potential to cause serious illness and loss of life; and

WHEREAS, The State of Oregon, pursuant to ORS 401.309(1), authorizes the governing body of Oregon cities and counties to declare a local state of emergency; and

WHEREAS, On March 18, 2020 pursuant to Fairview Municipal Code (FMC) 2.40.06, the Fairview City Council ratified a local state of emergency declared by the City Administrator on March 16, 2020 through April 13, 2020 within the geographic boundaries of the City of Fairview to respond to the rapidly changing conditions of COVID-19; and

WHEREAS, On May 1, 2020, and again on June 30, 2020, Governor Brown determined that COVID-19 remains a public health emergency and extended the statewide state of emergency through at least September 4, 2020; and

WHEREAS, The City Administrator of the City of Fairview finds that the conditions giving rise to the need for a local state of emergency continue and the City desires to declare a local state of emergency to have existed from March 16, 2020 through September 4, 2020.

NOW THEREFORE, the Mayor of the City of Fairview declares as follows:

- A. The local state of emergency declared to exist on March 16, 2020 is extended until September 4, 2020.
- B. In addition to those powers enumerated under FMC 2.40.070, the City Administrator of the City of Fairview, as the Emergency Manager, may take any and all necessary steps authorized by law to coordinate a response to this emergency; and
- C. City Administrator of the City of Fairview is authorized to reallocate and use any city funds for emergency use and standard city procurement procedures shall be suspended for any contract or procurement necessary to combat the COVID-19 pandemic; and
- D. City Administrator of the City of Fairview is authorized to initiate emergency requests for aid from Multnomah County, the State of Oregon, and the Federal Emergency Management Agency as necessary; and
- E. This declaration is effective immediately and may be extended as necessary.

Dated and effective this 7th day of July, 2020.



Brian Cooper, Mayor of the City of Fairview



Nolan Young, City Administrator of the City of Fairview



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
July 15, 2020	3.f.	2020-57

TO: Mayor and City Council
FROM: Miguel Sanchez, Civil Engineering Technician
THRU: Allan Berry, Public Works Director
Nolan K. Young, City Administrator
DATE: July 15, 2020

ISSUE:

Award of Bid – 7th Street (Cedar to Lincoln) Sidewalk Infill Project

RELATED COUNCIL GOALS:

Goal #1: Improve pedestrian and bicycle access and safety.

BACKGROUND:

The use of Community Development Block Grant (CDBG) funds are limited to the neighborhood meeting the House and Urban Development's (HUD) low to moderate income (LMI) requirement. This project will complement the recent public improvements associated with the 7th Street (Main to Cedar) and previous projects along 7th Street and will provide final sidewalk connectivity for pedestrian access along all of 7th Street. It will also provide new sidewalk connectivity on the east sides of 7th Street intersections with Cedar and Harrison with new ADA ramps. The project generally consists of improvements to approximately 235 SY of concrete sidewalk, 150 LF of curb, and one catch basin relocation. This project's completion will improve access to areas adjacent to Fairview Commercial District, Fairview Elementary, Trimet bus stops, Park Cleone and Crossroads Park.

An advertisement for the bid was placed in the Daily Journal of Commerce for May 18, 20, and 22 of 2020. Six contractors submitted sealed bids on July 9, 2020. The bids were reviewed for mathematical correctness and conformance to the bid requirements. The low bid was submitted by CivilWorks NW, Inc., of Vancouver, Washington with a bid of \$71,546, based on the unit costs of the anticipated quantities for the project. City Staff has reviewed the bid documents and have found CivilWorks NW, Inc. as the lowest responsible bidder.

The original engineer's civil cost estimate was in the amount of \$79,135. CivilWorks NW's bid came in at a total of \$71,546.

The responsive bidders and bid amounts are summarized below.

Bidder's Name	Total Bid (\$)
CivilWorks NW, Inc.	\$71,546.00
Advanced Concrete Technologies	\$75,692.50
D&D Concrete and Utilities, Inc.	\$77,185.00
Jim Smith Excavating, Inc.	\$96,864.00
R&R General Contractor's Inc.	\$99,999.00
Brown Contracting, Inc.	\$111,884.00

BUDGET IMPLICATIONS:

The 7th Street (Cedar to Lincoln) Sidewalk Infill Project bid amount is \$71,546. The Community Development Block Grant is financing this project with a grant amount of \$78,487. The contract is included as “Attachment A”. The project amount was included in the approved budget.

COUNCIL ALTERNATIVES:

1. **Staff Recommendation:** Move to adopt Resolution 35-2020. This will award the bid of 7th Street (Cedar to Lincoln) Sidewalk Infill Project.
2. Choose not to perform this project and defer the project to a later time. As a result, there will be no sidewalk connectivity for pedestrian safety and walkability in the historic Fairview neighborhood and more specifically, crossing the Cedar and Harrison streets along eastside of 7th street.

ATTACHMENTS:

- Resolution 35-2020
- Attachment A: Contract Agreement
- Exhibit “A”: Bid Tabulation



RESOLUTION
(35 - 2020)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY
ADMINISTRATOR TO ENTER INTO A CONTRACT FOR THE 7ST STREET
IMPROVEMENT PROJECT**

WHEREAS, the 7th Street between Lincoln and Cedar is an unimproved street; and

WHEREAS, 7th Street is the main corridor connecting Village to the Historic Fairview Neighborhood;
and

WHEREAS, Housing and Urban Development has granted a Community Development Grant in the
amount of \$78,487; and

WHEREAS, the City competitively bid the 7th Street (Cedar to Lincoln) Sidewalk Infill Project consistent
with the City of Fairview Public Contracting Rules; and

WHEREAS, CivilWorks NW, Inc., is the lowest responsible bidder for the project.

**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 CivilWorks NW, Inc., for the 7th Street (Cedar to Lincoln) Sidewalk Infill
Project for the City of Fairview for work described in the attached "Attachment A".

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

Resolution adopted by the City Council of the City of Fairview, this 15th day of July, 2020.

Mayor, City of Fairview
Brian Cooper

ATTEST

City Recorder, City of Fairview
Devree Leymaster

Date

employees concerned with such additional or related work, and shall coordinate the performance of work under this Contract, with such additional or related work. Consultant shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by any City employee.

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

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

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

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

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

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

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

8. CHANGES. This Contract, including all exhibits attached hereto, shall not be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written instrument, executed by both parties. Such waiver, alteration, modification, supplement, extension or amendment, if made, shall be effective only in the specific instance and for the specific purpose given. The parties acknowledge and agree that, to the extent permitted by law, this Contract may be amended to specifically provide for additional Consultant services that are within or directly related to the Project. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and

Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. PAYMENT OF LABORERS; PAYMENT OF TAXES.

18.1 Consultant shall:

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

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

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

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

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

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

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

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

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

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

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

19.1.4 Executive Order 11246, as amended;

19.1.5 the Health Insurance Portability and Accountability Act of 1996;

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

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

19.1.8 ORS Chapter 659, as amended;

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

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

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

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

20. REPRESENTATIONS AND WARRANTIES.

20.1 Consultant represents and warrants to City that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26.1 If Consultant fails to provide Services called for this Contract within the time or manner specified

herein, or any extensions thereof; or

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

27. TERMINATION.

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

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

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

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

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

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

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

29.1 The Parties shall exercise good faith efforts to select a mediator who shall be compensated equally by the Parties. Mediation will be conducted in Fairview, Oregon, unless the Parties agree in writing otherwise. Parties agree to exercise good faith efforts to resolve all Contract related disputes through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the Parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court upon the request of either party. The Parties shall retain all rights with respect to any dispute not covered by this Section.

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

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

[signature page follows]

Signed this _____ day of _____, 202__.

FOR THE CONSULTANT:

FOR THE CITY:

Signature

City Manager

Name (Printed)

Mailing Address

Company

Federal ID #

APPROVED AS TO FORM:

Title

City Attorney

Mailing Address

City, State, Zip

Phone Number

Fax Number

E-mail

Exhibit A

CivilWorks NW, Inc.						
Item No.	Spec No.	Description	Estimated Quantity	Units	Unit Cost	Total Cost
1	00150	Construction Surveying and Staking	1	LS	\$2,500.00	\$2,500.00
2	00210	Mobilization	1	LS	\$7,500.00	\$7,500.00
3	00225	Work Zone Traffic control	1	LS	\$2,500.00	\$2,500.00
4	00310	Removal of Structures and Obstructions	1	LS	\$3,000.00	\$3,000.00
5	00320	Clearing and Grubbing	1	LS	\$3,000.00	\$3,000.00
6	00330	General Excavation, In-Place	25	CY	\$150.00	\$3,750.00
7	00405	Rock and Boulder Excavation where rocks requiring breakdown by rock breaker machine will be measured in CY.	2	CY	\$750.00	\$1,500.00
8	00405	Sawcut Asphalt/Concrete Pavement	107	LF	\$3.00	\$321.00
9	00450	10-inch ADS N-12 Storm Drainage Pipe	10	LF	\$150.00	\$1,500.00
10	00470	3/4" Crushed Base Rock	8	CY	\$100.00	\$800.00
11	00470	Catch Basin (Type I)	1	EA	\$3,000.00	\$3,000.00
12	00744	1/2" PG64-22 Asphalt (4" thick, placed in 2 lifts)	35	SY	\$85.00	\$2,975.00
13	00759	Concrete Curb Type 'C' (16" tall) with 4" base course	150.0	LF	\$45.00	\$6,750.00
14	00759	Concrete Sidewalks and Ramps, 5' wide, 4" thick with 2" base course	235	SY	\$95.00	\$22,325.00
15	00759	Concrete Sidewalks and Ramps, width varies, 4" thick with 2" base course	25	SY	\$125.00	\$3,125.00
16	00759	Detectable Warning Cast-in-Place Tile (ADA Ramp)	3	EA	\$350.00	\$1,050.00
17	00905	Remove and Reinstall existing signs and existing posts with new V-loc Anchor	3	EA	\$150.00	\$450.00
18	00310	Remove and Relocate Existing Chain Link Fence	1	LS	\$2,500.00	\$2,500.00
19	01030	Lawn Seeding	50	SY	\$10.00	\$500.00
20	01160	Relocate Fire Hydrant	1	EA	\$2,500.00	\$2,500.00
		CP90			Total:	\$71,546.00



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
July 15, 2020	3.g.	2020-60

TO: Mayor and City Council
THRU: Nolan K. Young, City Administrator
DATE: July 10, 2020

ISSUE:

Adopt Resolution 40-2020, authorizing City staff to apply for a Transportation and Growth Management (TGM) Quick Response (QR) grant to develop a regional public-private coalition to devise a conceptual plan for a transit and bike hub on the PPL Power corridor property at Fairview Parkway and Halsey Street.

RELATED COUNCIL GOALS:

- Goal #1: Improve pedestrian and bicycle access and safety.
- Goal #5: Enhance & promote economic development activity.
- Goal #7: Work with other local, regional and state organizations to enhance the community.

BACKGROUND:

The City has been working on the Main Streets on Halsey Plan for the last four years. As a part of that strategy Fairview has been developing a concept plan for a major gateway feature to mark the entry to Fairview and the Halsey Main Street at NE Fairview Parkway. This also includes efforts to identify a successful transit and bike hub facility for the PP&L/PGE property at that intersection.

The TGM Program serves to help local governments create vibrant, livable places in which people can walk, bike, take transit or drive where they want to go. The grant program awards funds for adoption-ready transportation or land use plans and regulations. For projects that have an immediate need to get to implementation the Department of Land Conservation and Development (DLCD) offers TGM Quick Response (QR) grants.

After conferring with the DLCD staff, we are proposing to submit a \$50,000 QR grant for the PPL Transit and Bike Hub. Attached is a work plan for the proposed grant.

BUDGET IMPLICATIONS:

The proposed grant does not require a local match. If the \$50,000 grant is awarded significant staff time will be needed to assist the consultant that will be brought on for this project.

COUNCIL ALTERNATIVES:

1. Staff Recommendation: Move to adopt Resolution 40-2020. This will authorize staff to submit a TGM QR grant application for the PPL Transit and Bike Hub project.
2. Do not adopt Resolution 40-2020

ATTACHMENTS:

Resolution 40- 2020

Draft Tasks for TGM QR Grant



RESOLUTION
(40-2020)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE APPLICATION FOR A TRANSPORTATION AND GROWTH MANAGEMENT (TGM) QUICK RESPONSE (QR) GRANT FOR TO CREATE A CONCEPTUAL PLAN FOR THE PPL TRANSIT AND BIKE HUB PROJECT

WHEREAS, in 2017 the Fairview City Council adopted the Main Streets on Halsey: Strategic Economic Action Plan and created the Halsey Community Collaborative Compact (HC3) to solidify the commitment of each City and Multnomah County to implement the Main Streets Plan; and

WHEREAS, part of the Main Streets Plan includes a strategy for developing a concept plan for a major gateway feature to mark the entry to Fairview and the Halsey Main Street at NE Fairview Parkway; and

WHEREAS, this also includes efforts to identify a successful transit and bike hub facility for the PP&L/PGE property at that intersection; and

WHEREAS, the Oregon Department of Transportation (ODOT) and Department of Land Conservation and Development (DLCD) administer a Transportation and Growth Management (TGM) Quick Response (QR) Grant program for projects that have an immediate need to get to implementation; and

WHEREAS, the grant provides an opportunity to develop a regional public – private coalition to devise a conceptual plan for a transit and bike hub facility for the PP&L/PGE property; and

WHEREAS, the City has determined that it is urgent to proceed with the development of the regional coalition and conceptual plan in order to take advantage of potential project funding opportunities likely to exist in 2021.

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

Section 1 The City Council authorizes staff to pursue a \$50,000 TGM QR grant to develop a regional coalition and prepare a conceptual plan for a transit and bike hub on the PPL Power corridor property at Fairview Parkway and Halsey Street.

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

Resolution adopted by the City Council of the City of Fairview, this 15th day of July 2020.

Mayor, City of Fairview
Brian Cooper

ATTEST

City Recorder, City of Fairview
Devree Leymaster

Date

Quick Response (QR) Transportation & Growth Management (TGM) Grant

For

PPL Transit and Bike Hub Concept

The primary goal of this project is to develop a regional public-private coalition to devise a conceptual plan for a transit and bike hub on the PPL Power corridor property at Fairview Parkway and Halsey Street. (\$40,000 - \$50,000)

- Identify and review current public transit plans and agencies or businesses providing two-way transit and other alternative forms of transportation to bring East County to into Portland for work and play – and bring Portlanders to East County for recreation, shopping, and easy access to Mt. Hood and the Columbia River Gorge.
- Review the plans to identify potential opportunities where the proposed Hub could enhance alternative forms of transportation in East Multnomah County and the Columbia River Gorge including electric charging stations.
- Convene stakeholders to develop coalition and determine where shared opportunities can be pursued
- Complete conceptual layout of Transit and Bike Hub that addresses shared opportunities.



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
July 15, 2020	3.h.	2020-61

TO: Mayor and City Council
FROM: Lesa Folger, Finance Director
THRU: Nolan K. Young, City Administrator
DATE: July 10, 2020

ISSUE:

To transfer budget appropriations between categories in the General Fund for Fiscal Year 2020-21.

BACKGROUND:

Per Oregon Budget Law, “it often becomes necessary after the budget is adopted to transfer appropriation authority from one fund to another or between appropriation categories within the same fund. The governing body may authorize some transfers of appropriation authority by passing a resolution or ordinance. A transfer of appropriation authority is a decrease of one existing appropriation and a corresponding increase of another existing appropriation, with no net change in the total amount of appropriations” (OAR 150-294.450(3)(1)).

Transfer of General Fund Appropriations Between Categories

Due to the COVID-19 Pandemic, City Council at the June 19, 2020 Council Meeting established a “COVID-19 Utility Assistance Program”. The program was established in the amount of \$50,000 to be funded from the General Fund (\$1,008 was distributed in FY2019-20, leaving \$48,992 for distribution in FY2020-21). Additionally, the City obtained a \$15,000 grant from Business Oregon to assist businesses impacted by COVID-19 and must provide a \$15,000 Grant Match to the Grant and Capital Projects Fund. Due to the timing of this grant, it was not distributed in FY 2019-20 and crossed over into FY2020-21.

Transfer General Fund Appropriations of \$63,992 Between Categories			
General Fund	Existing Budget	Proposed Change	Adjusted Budget
Administration	\$ 453,050	\$ 48,992	\$ 502,042
Interfund Transfers	156,025	15,000	171,025
Contingencies - Excess Reserves	872,076	(63,992)	808,084
Fund Total	1,481,151	-	1,481,151

RECOMMENDED ACTION:

Staff recommends approval of Resolution 41-2020, authorizing the proposed budget transfer resolutions for Fiscal Year 2020-21.

BUDGET IMPLICATIONS:

Total appropriations do not change. However, \$63,992 of Contingency is utilized.

COUNCIL ALTERNATIVES:

1. **Staff Recommendation:** Move to approve Resolution 41-2020. This will authorize the proposed budget transfer resolution for Fiscal Year 2020-21.
2. City Council could amend the resolution to exclude a portion of Resolution 41-2020. However, one or more of the programs funded would need to be delayed or abandoned in order to remain in compliance with Oregon Budget Law.



RESOLUTION
(41- 2020)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE TRANSFER OF BUDGET APPROPRIATIONS WITHIN THE GENERAL FUND FOR FISCAL YEAR 2020-21

WHEREAS, the City Council wishes to comply with Oregon Budget Law; and

WHEREAS, OAR 150-294.450(3)(1) allows for transfers of appropriation authority via resolution; and

WHEREAS, the budget appropriation transfers provided herein do not change any fund by 10% or more from the adopted Fiscal Year 2020-21 Budget and in fact only transfer allocations within one fund, not across funds; and

WHEREAS, the changes to the Fiscal Year 2020-21 Budget as proposed herein do not impact the total authorized expenditures of any fund; and

WHEREAS, a resolution to accept the transfer of budgeted appropriations within the City of Fairview Fiscal Year 2020-21 Budget is necessary to continue to manage distribution of those resources and expenditures and to maintain compliance with ORS 294.471(3) (a) and 294.463.

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

Section 1 The City Council hereby authorizes the following proposed budget transfer to the FY2020-21 Budget:

Transfer General Fund Appropriations of \$63,992 Between Categories			
General Fund	Existing Budget	Proposed Change	Adjusted Budget
Administration	\$ 453,050	\$ 48,992	\$ 502,042
Interfund Transfers	156,025	15,000	171,025
Contingencies - Excess Reserves	872,076	(63,992)	808,084
Fund Total	1,481,151	-	1,481,151

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

Resolution adopted by the City Council of the City of Fairview, this 15th day of July, 2020.

ATTEST

Mayor, City of Fairview
Brian Cooper

City Recorder, City of Fairview
Devree Leymaster

Date



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
July 15, 2020	3.i.	2020-62

TO: Mayor and City Council
FROM: Lesa Folger, Finance Director
THRU: Nolan K. Young, City Administrator
DATE: July 9, 2020

ISSUE:

To adjust the Grant and Capital Project Fund FY2020-21 budget appropriations due to the award of a Business Oregon COVID Relief Grant.

BACKGROUND:

The City of Fairview was recently awarded a grant by Business Oregon to provide assistance to City businesses. While this grant was awarded in FY2019-20, the date of the award resulted in inadequate time to create and implement an application and award process prior to the end of the fiscal year. These funds were unanticipated and thus were not included in the Fiscal Year 2020-21 budget:

COVID Relief Grant – From Business Oregon \$15,000 (plus \$15,000 City match)

Resolution 42-2020 authorizes budget appropriations for both increased revenue and increased expenditures due to receipt of the above grant in the Grant and Special Projects Fund.

Recognize \$30,000 in Unanticipated Non-Tax Revenue and the Associated Grant Expense			
Grant & Capital Projects Fund	Existing Budget	Proposed Change	Adjusted Budget
Resources	\$ (3,290,698)	\$ (30,000)	\$ (3,320,698)
Materials & Services	\$ -	\$ 30,000	\$ 30,000
Capital Improvements	3,241,403	-	3,241,403
Debt Service	-	-	-
Transfers	23,784	-	23,784
Other	25,511	-	25,511
Fund Total	-	-	-

RECOMMENDED ACTION:

Staff recommends approval of Resolution 42-2020, authorizing the proposed budget appropriation resolution for Fiscal Year 2020-21.

BUDGET IMPLICATIONS:

Both revenue and expenditures in the Grant and Capital Projects Fund will increase \$30,000 (including a transfer from the General Fund of \$15,000 for the Business Oregon Grant Match – see Resolution 41-2020).

COUNCIL ALTERNATIVES:

1. Staff Recommendation: Move to approve Resolution 42-2020, authorizing the proposed budget appropriation resolution for Fiscal Year 2020-21.
2. City Council could vote not to approve Resolution 42-2020; however, this would limit spending within the Grant and Capital Projects Fund. In order to administer these grants, expenditures appropriated to an alternate category would need to be reduced.



RESOLUTION
(42 - 2020)

**A RESOLUTION TO INCREASE APPROPRIATIONS FOR THE FY2020-21 BUDGET
IN THE GRANT AND CAPITAL PROJECTS FUND DUE TO THE AWARD OF A
GRANT FROM BUSINESS OREGON AND A TRANSFER FROM THE GENERAL
FUND**

WHEREAS, the City Council wishes to comply with Oregon Budget Law; and

WHEREAS, OAR 294.338(3) allows for an increase in appropriations for unanticipated non-tax revenue via resolution; and

WHEREAS, the City expects to realize unanticipated non-tax revenue in the Grant and Capital Projects Fund of \$15,000 for COVID-19 Business Relief from Business Oregon (with a \$15,000 grant match transfer in from the General Fund); and

WHEREAS, the City expects corresponding expenditures related to the above grant of \$30,000 in the Grant and Capital Projects Fund; and

WHEREAS, these grants were not anticipated to cross fiscal years at the time the Fiscal Year 2020-21 Budget was adopted.

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

Section 1 The City Council hereby authorizes the following proposed budget appropriations to the FY2020-21 Budget:

Recognize \$30,000 in Unanticipated Non-Tax Revenue and the Associated Grant Expense					
Grant & Capital Projects Fund	Existing Budget	Proposed Change	Adjusted Budget		
Resources	\$ (3,290,698)	\$ (30,000)	\$ (3,320,698)		
Materials & Services	\$ -	\$ 30,000	\$ 30,000		
Capital Improvements	3,241,403	-	3,241,403		
Debt Service	-	-	-		
Transfers	23,784	-	23,784		
Other	25,511	-	25,511		
Fund Total	-	-	-		

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

Resolution adopted by the City Council of the City of Fairview, this 15th day of July, 2020.

Mayor, City of Fairview
Brian Cooper

ATTEST

City Recorder, City of Fairview
Devree Leymaster

Date

Law Enforcement Activity Reporting

IGA between MCSO & City of Fairview

For Contract Law Enforcement Services

June 2020

A. Traffic Stops made in the City of Fairview:

FAIRVIEW TRAFFIC STOPS	
DISPOSITION	JUNE
WARNING ISSUED	50
CITATION ISSUED (NON-CRIMINAL)	7
ASSIGNMENT COMPLETED	5
ARREST (CITE-IN-LIEU)	1
ARREST (PHYSICAL)	1
NO CLEARANCE CODE GIVEN (DISPATCH ONLY)	1
REPORT WRITTEN (NO ARREST)	1
TOTAL:	66

B. Other Deputy Activity Reporting Summary:

- Total Calls for Service: **592**
- Total time spent on calls: **143 hours 49 minutes**
- Avg. time spent per call: **15 minutes 27 seconds**
- Dispatched: **391**
- Self-Initiated: **201**
- Traffic Stops: **66**
- Subject Stops: **8**

C. Response Time (from dispatched to arriving on scene):

- Emergency (Priority 1 and 2): **4 minutes 22 seconds**
- Non-Emergency (Priority 3 to 7): **6 minutes 8 seconds**

Law Enforcement Activity Reporting

IGA between MCSO & City of Fairview
For Contract Law Enforcement Services

June 2020

D. Detective Case Activity:

NEW FAIRVIEW CASES ASSIGNED TO DETECTIVES		
DATE ASSIGNED	CRIME	STATUS
PROPERTY CRIME = 0		
PERSON CRIME = 9		
June 2, 2020	RUNAWAY	Not an Offense
June 3, 2020	DHS REFERRAL	Referred to DHS / Victim Services
June 3, 2020	DHS REFERRAL	Referred to DHS / Victim Services
June 3, 2020	DHS REFERRAL	Referred to DHS / Victim Services
June 3, 2020	DHS REFERRAL	Referred to DHS / Victim Services
June 8, 2020	DHS REFERRAL	Referred to Other LEA (State, County, City)
June 8, 2020	STATUTORY RAPE	Under Investigation
June 22, 2020	RUNAWAY	Not an Offense
June 23, 2020	DHS REFERRAL	Referred to DHS / Victim Services

DISPOSITION OF FAIRVIEW CASES ASSIGNED TO DETECTIVES	
DISPOSITION	COUNT
Cleared	
Cleared by Arrest	
Closed – DHS Continue	
Declined by District Attorney	
No Complaint	
Referred to City Attorney	
Referred to DHS / Victim Services	3
Referred to District Attorney	
Referred to Other LEA (State, County, City)	1
Suspended	
Unfounded	
JUNE CASES DISPOSED	3
OTHER CASES DISPOSED	1
TOTAL CASES DISPOSED:	4



Multnomah County Sheriff's Office

Law Enforcement Activity Report



Fairview

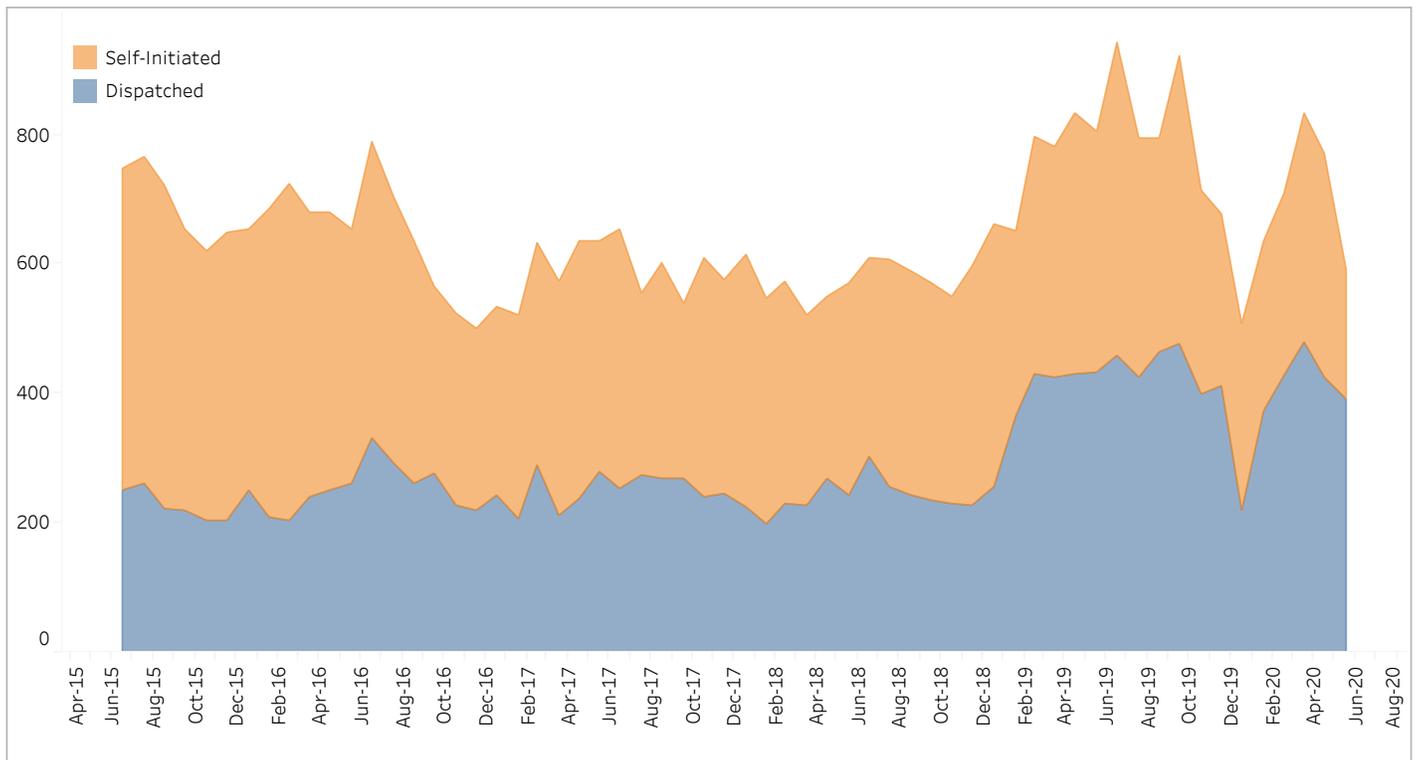
June 1, 2020 to June 30, 2020

(30 days in period)

Calls for Service by Call Type

Call Type	24-Month Chart	Current 30 Day Period	Previous 30 Day Period	Previous Year's 30 Day Avg.
Area Check		5	8	7.0
Assault		4	3	5.2
Burglary		1	2	3.2
Extra, Targeted Patrol		186	183	159.5
Premise Check		32	84	30.1
Stolen Vehicle		6	5	7.3
Subject Stop		8	16	33.1
Suicide Attempt/Threat			3	2.1
Suspicious Sub/Veh/Cir		42	45	47.0
Theft		16	18	29.7
Traffic Accident		13	10	15.1
Traffic Stop		66	136	168.4
Vacation Home Check		13	29	6.8
Vandalism		5	6	5.1
Vice		3	2	2.0
Welfare Check		29	17	23.5
All Other Call Types		163	174	200.4
Total		592	741	745.5

Calls for Service by Month: 5-Year View



Call types ACASE, INFO, TEST and clearance codes I, Q, S, X excluded.



Multnomah County Sheriff's Office

Law Enforcement Activity Report



Fairview

June 1, 2020 to June 30, 2020
(30 days in period)

Dispatched vs. Self-Initiated Calls for Service

How Received	Current 30 Day Period	Previous 30 Day Period	Previous Year's 30 Day Avg.
Dispatched	391	415	408.2
Self-Initiated	201	326	337.3

Calls for Service by Call Priority (dispatched calls only)

Call Priority	Current 30 Day Period	Previous 30 Day Period	Previous Year's 30 Day Avg.
Administrative	200	209	168.4
P1-2 (Emergency)	41	41	47.8
P3-7 (Non-Emergency)	150	165	192.0

Average Response Time by Call Priority (from dispatched to on-scene)

Call Priority	Current 30 Day Period	Previous 30 Day Period	Previous Year's 30 Day Avg.
Administrative	0 minutes, 58 seconds	2 minutes, 7 seconds	1 minutes, 53 seconds
P1-2 (Emergency)	4 minutes, 22 seconds	5 minutes, 19 seconds	4 minutes, 45 seconds
P3-7 (Non-Emergency)	6 minutes, 8 seconds	6 minutes, 11 seconds	8 minutes, 3 seconds

Total Time Spent on all Calls for Service (from on-scene to cleared)

Current 30 Day Period	Previous 30 Day Period	Last Year's 30 Day Avg.
143 hours, 49 minutes	165 hours, 21 minutes	210 hours, 58 minutes

Average Time Spent per Call for Service (from on-scene to cleared)

Current 30 Day Period	Previous 30 Day Period	Last Year's 30 Day Avg.
15 minutes, 27 seconds	13 minutes, 47 seconds	17 minutes, 34 seconds

Call types ACASE, INFO, TEST and clearance codes I, Q, S, X excluded.



Multnomah County Sheriff's Office

Law Enforcement Activity Report



Fairview

June 1, 2020 to June 30, 2020
(30 days in period)

Traffic Accidents Reported between June 1, 2020 and June 30, 2020

Date and Time	Accident Type	Location
Monday, 1 June, 2020 4:12 PM	Injury	WB I84 FWY AT / NE FAIRVIEW PKWY
Saturday, 6 June, 2020 7:29 PM	Unknown Injury	EB I84 FWY AT / EXIT 14 & NE FAIRVIEW PKWY
Sunday, 7 June, 2020 12:21 PM	Injury	NE FAIRVIEW PKWY / NE HALSEY ST
Wednesday, 10 June, 2020 1:39 PM	Unknown Injury	NE HALSEY ST / NE WOOD VILLAGE BLVD
Thursday, 11 June, 2020 12:36 PM	Hit and Run	20600 BLOCK NE GLISAN ST
Thursday, 11 June, 2020 7:38 PM	Non-Injury	300 BLOCK 7TH ST
Monday, 15 June, 2020 5:29 AM	Injury	EB I84 FWY AT / NE FAIRVIEW PKWY
Monday, 15 June, 2020 2:04 PM	Hit and Run	NE 223RD AVE / NE PARK LN
Tuesday, 16 June, 2020 8:24 PM	Non-Injury	NE 223RD AVE / NE SANDY BLVD
Monday, 22 June, 2020 10:02 AM	Unknown Injury	WB I84 FWY AT / NE FAIRVIEW PKWY
Tuesday, 23 June, 2020 9:04 PM	Injury	NE FAIRVIEW PKWY / NE HALSEY ST [W/O
Sunday, 28 June, 2020 5:40 AM	Non-Injury	NE FAIRVIEW PKWY / I84 FWY
Monday, 29 June, 2020 7:50 PM	Hit and Run	21500 BLOCK NE HALSEY ST



Multnomah County Sheriff's Office

Law Enforcement Activity Report



Fairview

June 1, 2020 to June 30, 2020
(30 days in period)

Community Policing Contacts and Meetings between June 1, 2020 and June 30, 2020

Date and Time	Time Spent	Contact Type	Location
Wednesday, 3 June, 2020 3:28 PM	15 minutes	Community Policing	VIA PHONE[VIA PHONE
Monday, 8 June, 2020 1:56 PM	2 minutes	Community Policing	20300 BLOCK NE HALSEY ST
Monday, 15 June, 2020 10:18 AM	0 minutes	Community Policing	227TH SCHUYLER ST
Monday, 15 June, 2020 11:15 AM	13 minutes	Community Policing	21500 BLOCK NE HALSEY ST [TARGET
Tuesday, 16 June, 2020 11:05 AM	8 minutes	Community Policing	21500 BLOCK NE HALSEY ST
Tuesday, 16 June, 2020 2:28 PM	0 minutes	Community Policing	20800 BLOCK NE SANDY BLVD
Tuesday, 23 June, 2020 9:21 AM	12 minutes	Community Policing	21500 BLOCK NE HALSEY ST
Wednesday, 24 June, 2020 10:07 AM	2 minutes	Community Policing	22700 BLOCK NE HALSEY ST
Monday, 29 June, 2020 9:03 AM	1 minutes	Community Policing	22700 BLOCK NE HALSEY ST
Tuesday, 30 June, 2020 1:06 PM	36 minutes	Community Policing	22100 BLOCK NE FAILING ST



Multnomah County Sheriff's Office

Stolen Vehicle Report



Fairview

June 1, 2020 to June 30, 2020
(30 days in period)

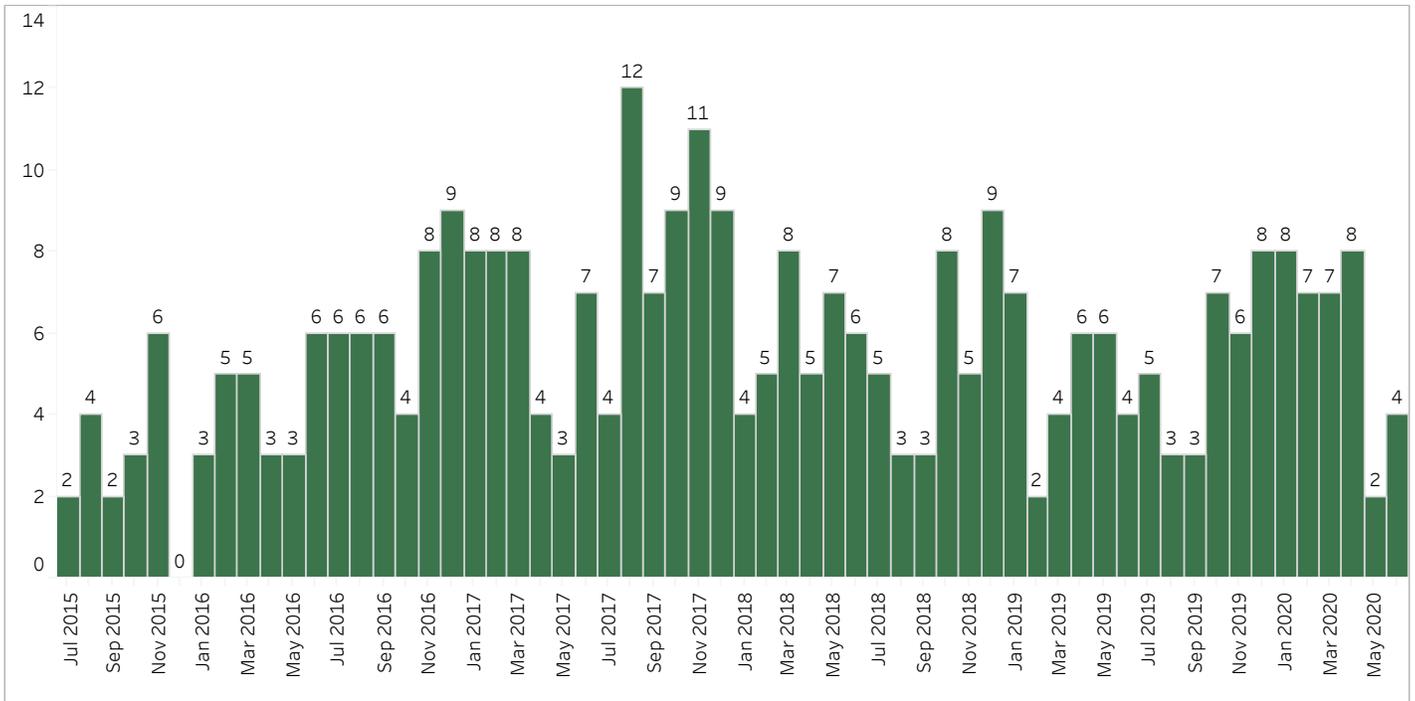
Vehicles Reported Stolen

Current 30 Day Period (June 1, 2020 to June 30, 2020)	Previous 30 Day Period (5/2/2020 to 5/31/2020)	Previous Year's 30 Day Avg. (6/1/2019 to 5/31/2020)
4	2	5.6

Vehicles Reported Stolen This Period

Date	Location	Veh Year	Veh Make	Veh Model	Case #	Arrest Made	# Arrested
Sat, June 13, 2020	20100 BLOCK NE THOMPSON ST	1987	TOYT	TK	20-27965	No	0
Tue, June 23, 2020	22700 BLOCK NE HALSEY ST	2011	FORD	FIE	20-29338	No	0
Sat, June 27, 2020	21900 BLOCK NE HEARTWOOD CIR	2005	FORD	RNG	20-29890	No	0
Sun, June 28, 2020	21100 BLOCK NE SANDY BLVD	1995	FORD	ESC	20-29990	No	0

Vehicles Reported Stolen by Month: 5-Year View





Multnomah County Sheriff's Office

Stolen Vehicle Report



Fairview

June 1, 2020 to June 30, 2020
(30 days in period)

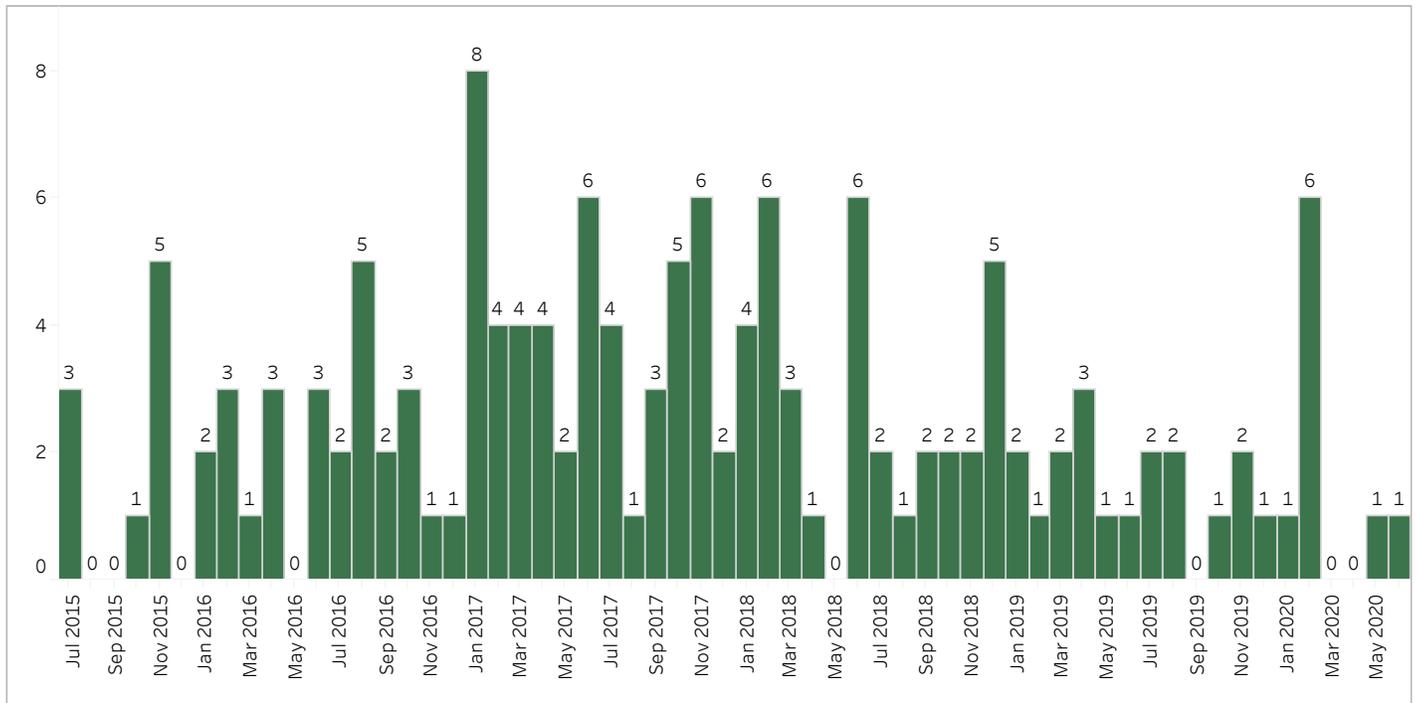
Stolen Vehicles Recovered

Current 30 Day Period (June 1, 2020 to June 30, 2020)	Previous 30 Day Period (5/2/2020 to 5/31/2020)	Previous Year's 30 Day Avg. (6/1/2019 to 5/31/2020)
1	1	1.4

Stolen Vehicles Recovered This Period

Date	Location	Veh Year	Veh Make	Veh Model	Case #	Arrest Made	# Arrested
Thu, June 11, 2020	700 BLOCK MAIN ST	2011	FORD	FOC	20-27654	Yes	2

Stolen Vehicles Recovered by Month: 5-Year View





AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
July 9, 2020	7.c.	2020-55

TO: Mayor and City Council
FROM: Devree Leymaster, City Recorder
THRU: Nolan K. Young, City Administrator
DATE: July 9, 2020

ISSUE:

Appoint a member to the Economic Development Advisory Committee (EDAC).

BACKGROUND:

EDAC was created by FMC Chapter 2.21 to provide an avenue for increased citizen input to the City Council on matters relating to the economic development needs of the city.

EDAC is comprised of seven members who serve three-year terms. Position three (3) is open with a term date of December 31, 2020. One eligible application has been received and is attached.

Staff did receive another application but deemed the applicant did not meet the criteria to be eligible for appointment to EDAC. Per FMC 2.21.020 "...all members shall reside, work in, own property, or own a business within the city." The applicant resides in Troutdale and owns a property management business in Wood Village. They indicated their business 'represents investors and residents doing business and living in Fairview'. Staff did not believe this meets the intent of the "work in" membership criteria; therefore, did not advance the application for appointment consideration.

RECOMMENDED ACTION:

Adopt Resolution 39-2020 appointing a member to the Fairview Economic Development Advisory Committee.

COUNCIL ALTERNATIVES:

1. **Staff Recommendation:** Move to adopt Resolution 39-2020. This will appoint Renn Williams to the Economic Development Advisory Committee in position three (3) with a term date of December 31, 2020.
2. Not adopt Resolution 39-2020. Defer appointment to the next meeting and include the application deemed ineligible by staff.
3. Not adopt Resolution 39-2020. Defer appointment and continue recruitment.

Devree Leymaster

From: noreply@civicplus.com
Sent: Sunday, June 7, 2020 11:18 AM
To: Devree Leymaster
Subject: Online Form Submittal: Application for Committees/Commission

Application for Committees/Commission

Contact Information

First Name	Renn
Last Name	Williams
Street Address	[REDACTED]
Mailing Address	<i>Field not completed.</i>
City	Fairview
State	OR
Zip	97024
Phone Number	[REDACTED]
Email Address	[REDACTED]

Background

Years of Residence in Fairview:	1
Place of Employment:	Fix Auto Portland East
Occupation:	Production Manager
Educational Background:	BS Finance - Oregon State University
Prior Civic Activities:	Student government OSU, Volunteer with SnowCap family services

Area of Interest

Committees & Commission	Budget Committee*, Planning Commission* , Community Engagement Committee, Economic Development Advisory Committee, Parks and Recreation Advisory Committee, Public Safety Advisory Committee
-------------------------	--

Prioritize List of Committees Economic development advisory committee, community engagement committee, parks and recreation advisory committee, budget committee

Special Skills or Qualifications Years of managerial experience, customer service, team work environments

Motivation I would like to work to improve the community that I live in and enjoy.

Special Notice - Planning Commission

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

Agreement and Signature

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

Applicant Signature Renn Williams

Date 6/7/2020

Our Policy

It is the policy of the City of Fairview to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability. The City of Fairview accepts applications from potential board/commission members throughout the year and will hold applications until vacancies exist on specific committees/commissions. Thank you for completing this application form and for your interest in volunteering with us.

Email not displaying correctly? [View it in your browser.](#)



RESOLUTION
(39-2020)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL APPOINTING A MEMBER
TO THE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE (EDAC)**

WHEREAS, Fairview City Council created the Economic and Development Advisory Committee (EDAC) to advise the City Council regarding matters of economic development; and

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

WHEREAS, there is one open position with a term date of December 31, 2020; and

WHEREAS, one eligible application has been received and reviewed by the Council.

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

Section 1 The Council hereby appoints Renn Williams to serve on the Economic Development Advisory Committee in position three (3) with a term date of December 31, 2020.

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

Resolution adopted by the City Council of the City of Fairview, this 15th day of July, 2020.

ATTEST

Mayor, City of Fairview
Brian Cooper

City Recorder, City of Fairview
Devree Leymaster

Date



PSAC MEETING MINUTES

April 20, 2020

Committee Members Present

Steve Marker, Russell Williams, Terry Hill, Grant Murrell, Lynnia Woods, Deborah Aronson, and David Gregory

Others Present

Councilor Cathi Forsythe (Council liaison), Mayor Brian Cooper (City of Fairview), and MCSO Capt. James Eriksen (Fairview Chief of Police)

Members Absent

None

Approval of Minutes

February 2020 minutes approved and signed by Chair Steve Marker (March 2020 meeting did not occur due to the COVID global pandemic)

Citizens Wishing to Speak on Non-Agenda Items

Matney Street

Citizen Chelsea Jones wished to speak about issues on Matney Street. She wanted MCSO to be proactive on potential homeless camps that may spring up, due to the COVID-19 and an individual whose family lives on Matney. The individual, referred to as "Mikey" is believed to walk around high on drugs and has been agitated, while in the neighborhood. She said neighbors have called the police on "Mikey" and she feels "Mikey" should not be allowed anywhere on Matney Street. The concerned person is "Mikey" walks around high and agitated in the neighborhood. Neighbors advised to call the police. He shouldn't be allowed on Matney Street.

MCSO has been called to Matney Street on March 26 (reported "Mikey" had violated a stalking order and he was unable to locate) and on April 11 (reported "Mikey" had violated a stalking order – Deputy said the photo of the suspect did not match "Mikey").

This will be referred to the Gun Dispossession/Violation of Restraining Order Sergeant (Sgt. Gary Kirby) on Monday, April 27, for follow-up.

Salish Ponds Homeless Cleanup

Terry Hill brought up to PSAC that he has been involved in dismantling eight or nine homeless camps in the Salish Ponds area (east of the walking path). He said he and others cleaned up trash, cleared the trail of fallen trees and cleared out some brush (enough to fill up the City Hall dumpster). He said by doing this, it added about 1/3 mile of more trail. He said blue flagging tape was also placed in the area, to discourage homeless camps. Terry Hill proposed PSAC request the City Council and the Director of Public Works to donate gravel, weed control pads and create a design plan for volunteers to enhance the trail system in Salish Ponds. Deborah Aronson seconded the proposal and it was unanimous by PSAC to move forward with making the request to the City Council.

Chief's Report

Committee Member Patrol Ride Alongs

Russell Williams discussed his MCSO ride along to the Committee. The events of his ride along (from February 29, 2020) consisted of traffic stops, a person trying to pass counterfeit US currency where drugs were found in her vehicle (which was also stolen). Russell said the ride along was "very informative".



City of Fairview

Check Register

Packet: APPKT03189 - 6/16/2020 PO #20-0026 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						
02520	MIKE AUSTIN MICHEAL	06/16/2020	Regular	0.00	2,779.16	68338
INV0034778	Invoice	06/16/2020	GIS SUPPORT	0.00	2,779.16	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	2,779.16
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	2,779.16



City of Fairview

Check Register

Packet: APPKT03185 - 6/16/2020 CASH DEPOSIT- PAYROLL 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	06/16/2020	Regular	0.00	95,000.00	68336
INV0034776	Invoice	06/16/2020	CASH DEPOSIT - PAYROLL	0.00	95,000.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	95,000.00
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	95,000.00



City of Fairview

Check Register

Packet: APPKT03186 - 6/16/2020 PO# 20-0024 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						
00402	CORE & MAIN LP	06/16/2020	Regular	0.00	9,000.00	68337
M441815	Invoice	06/16/2020	NEPTUNE WEB HOSTING & SOFTWARE SU	0.00	9,000.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	9,000.00
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	9,000.00



City of Fairview

Check Register

Packet: APPKT03184 - 6/16/2020 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						
01347	ALEXIN ANALYTICAL LABORATORIES	06/16/2020	Regular	0.00	250.00	68297
<u>40153</u>	Invoice	05/29/2020	ROUTINE COLIFORM & E.COLI TESTING	0.00	250.00	
00025	ALL ABOUT AUTOMOTIVE INC	06/16/2020	Regular	0.00	5,719.76	68298
<u>41451</u>	Invoice	06/16/2020	2006 SILVERADO(E237105) BRAKES/POW	0.00	966.21	
<u>41504</u>	Invoice	06/02/2020	2011 SIERRA (E253170) OIL CHANGE	0.00	251.15	
<u>41505</u>	Invoice	06/05/2020	2005 SIERRA(E233374) WHEEL SEAL/REA	0.00	1,339.95	
<u>41513</u>	Invoice	06/03/2020	2007 SILVERADO(E239901) OIL CHANGE	0.00	90.29	
<u>41519</u>	Invoice	06/09/2020	2007 SIERRA(E239906) REAR PADS/WHEE	0.00	2,581.66	
<u>41524</u>	Invoice	06/05/2020	2008 TOPKICK(E249975) DUMP TRUCK OI	0.00	190.56	
<u>41529</u>	Invoice	06/05/2020	2018 SIERRA(E278491) OIL CHANGE	0.00	64.42	
<u>41530</u>	Invoice	06/05/2020	2016 SILVERADO(E266931) OIL CHANGE	0.00	64.42	
<u>41542</u>	Invoice	06/10/2020	2001 SIERRA(E217498) OIL CHAGE/BRAKE	0.00	171.10	
02046	ALLSTREAM BUSINESS US, INC.	06/16/2020	Regular	0.00	1,202.25	68299
<u>16899692</u>	Invoice	06/11/2020	CH- IT SVCS.	0.00	244.95	
<u>16899692.</u>	Invoice	06/11/2020	CH- TELEPHONE	0.00	845.46	
<u>16899692..</u>	Invoice	06/11/2020	CC- TELEPHONE	0.00	111.84	
02341	ARAMARK SERVICES INC	06/16/2020	Regular	0.00	290.83	68300
<u>10105824</u>	Invoice	05/23/2020	ADMI/FIN- 1 CASE COFFEE	0.00	66.87	
<u>10105824.</u>	Invoice	05/23/2020	PW/CS- (3) CASES OF COFFEE	0.00	223.96	
00178	CITY OF GRESHAM	06/16/2020	Regular	0.00	283,965.75	68301
<u>52856</u>	Invoice	05/29/2020	THREE CITY FIRE AGREEMENT- 4TH QTR.	0.00	283,965.75	
00178	CITY OF GRESHAM	06/16/2020	Regular	0.00	3,220.00	68302
<u>52853</u>	Invoice	05/29/2020	BUILDING PROFESSIONAL SVCS- MAR- AP	0.00	3,220.00	
00178	CITY OF GRESHAM	06/16/2020	Regular	0.00	62,815.37	68303
<u>INV0034693</u>	Invoice	05/31/2020	SEWER DISPOSAL- MAY 2020	0.00	62,815.37	
00179	CITY OF PORTLAND	06/16/2020	Regular	0.00	9,346.16	68304
<u>10347850</u>	Invoice	05/21/2020	LOCAL COST SHARING - APRIL 2020	0.00	9,346.16	
01081	COMCAST FINANCIAL AGENCY CORP	06/16/2020	Regular	0.00	143.00	68305
<u>INV0034695</u>	Invoice	05/28/2020	CH- IT SVC.	0.00	130.97	
<u>INV0034696</u>	Invoice	06/04/2020	CH- CABLE TV	0.00	12.03	
00402	CORE & MAIN LP	06/16/2020	Regular	0.00	185.00	68306
<u>M362856</u>	Invoice	05/29/2020	PW- 1" T-10 ENCODER	0.00	185.00	
00213	CTX BUSINESS SOLUTIONS INC	06/16/2020	Regular	0.00	137.28	68307
<u>IN2328669</u>	Invoice	05/21/2020	CS/PW- COPIER USAGE- 4/25-5/24/2020	0.00	137.28	
00293	DIAL TEMPORARY HELP SERVICES IN	06/16/2020	Regular	0.00	2,375.04	68308
<u>359957</u>	Invoice	05/20/2020	TEMP/HELP GALLAGHER WEEK ENDING- 5	0.00	593.76	
<u>360106</u>	Invoice	05/27/2020	TEMP/HELP GALLAGHER WEEK ENDING- 5	0.00	593.76	
<u>360288</u>	Invoice	06/03/2020	TEMP/HELP GALLAGHER WEEK ENDING- 5	0.00	593.76	
<u>360527</u>	Invoice	06/10/2020	TEMP/HELP GALLAGHER WEEK ENDING- 6	0.00	593.76	
00314	FASTENAL COMPANY	06/16/2020	Regular	0.00	286.34	68309
<u>ORPOR113737</u>	Invoice	06/05/2020	CH- C-FOLD PAPER TOWELS	0.00	286.34	
01042	FRONTIER COMMUNICATIONS NOR	06/16/2020	Regular	0.00	1,855.25	68310
<u>INV0034731</u>	Invoice	05/28/2020	TELEPHONE- BLUE LAKE PS	0.00	136.80	
<u>INV0034732</u>	Invoice	05/28/2020	TELEPHONE- GLISAN RESERVOIR	0.00	47.11	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
INV0034733	Invoice	05/28/2020	TELEPHONE- HALSEY RESERVOIR	0.00	87.17	
INV0034734	Invoice	05/28/2020	TELEPHONE- FV LAKE PS	0.00	87.17	
INV0034735	Invoice	05/28/2020	TELEPHONE- WELL#8	0.00	93.16	
INV0034736	Invoice	05/28/2020	TELEPHONE- INTERLACHEN PS	0.00	85.81	
INV0034737	Invoice	05/28/2020	TELEPHONE- MARINE DR PS	0.00	42.74	
INV0034738	Invoice	05/28/2020	PW SHOP- FAX	0.00	57.54	
INV0034739	Invoice	05/28/2020	TELEPHONE- PW SHOP	0.00	164.44	
INV0034740	Invoice	05/28/2020	TELEPHONE- CH	0.00	362.51	
INV0034741	Invoice	05/09/2020	TELEPHONE- PW SHOP	0.00	400.24	
INV0034742	Invoice	05/25/2020	TELEPHONE- CC	0.00	105.76	
INV0034743	Invoice	05/28/2020	TELEPHONE- FV LAKE PS	0.00	184.80	
01042	FRONTIER COMMUNICATIONS NOR	06/16/2020	Regular	0.00	47.11	68311
INV0034730	Invoice	05/28/2020	TELEPHONE- WELL #6	0.00	47.11	
00642	GALWAY ENTERPRISES INC	06/16/2020	Regular	0.00	29.05	68312
R1672	Invoice	05/22/2020	CRESTWOOD INTERACTIVE CELL SVC.	0.00	29.05	
02239	JEREMY WALKER ROBERTS	06/16/2020	Regular	0.00	135.00	68313
5104	Invoice	05/28/2020	MOLE CONTROL - LANGLEY PARK	0.00	135.00	
02516	JOSEPH ROBERT CALKINS	06/16/2020	Regular	0.00	262.50	68314
INV0034671	Invoice	06/11/2020	WOODLAND SUN BB VIDEOS INSTR FEE	0.00	262.50	
02278	JR SIMPLOT COMPANY	06/16/2020	Regular	0.00	1,040.00	68315
224025130	Invoice	06/03/2020	FERTILIZER (40) BAGS	0.00	1,040.00	
00142	KELLEY IMAGING SYSTEMS INC	06/16/2020	Regular	0.00	80.96	68316
IN684822	Invoice	06/11/2020	CS- PLOTTER PAPER (4) ROLLS	0.00	80.96	
00497	KIP EDGLEY	06/16/2020	Regular	0.00	2,190.00	68317
2020_0606_163	Invoice	06/07/2020	ROUTINE DATA FUNCTION/SCADA UPDATI	0.00	2,190.00	
00516	LEAMY PRINTING AND DESIGN	06/16/2020	Regular	0.00	562.50	68318
200536	Invoice	06/03/2020	REYNOLDS HS 2020 BANNERS (3)	0.00	375.00	
200602	Invoice	06/05/2020	REYNOLDS HS 2020 BANNER/ CENSUS BA	0.00	187.50	
00533	LOCATES DOWN UNDER INC	06/16/2020	Regular	0.00	150.00	68319
41941	Invoice	06/05/2020	LOCATE WATER LINE - 220TH & HALSEY	0.00	150.00	
02517	MARGARET CHRISTMANN	06/16/2020	Regular	0.00	50.00	68320
INV0034707	Invoice	06/15/2020	REDUCTION IN FINE AMOUNT- CHRISTMA	0.00	50.00	
00596	MOEN MACHINERY INC	06/16/2020	Regular	0.00	98.58	68321
533527	Invoice	06/01/2020	PW- BLADES	0.00	54.90	
533955	Invoice	06/04/2020	PW- BACK PLATE PART/ FAN GRILL	0.00	43.68	
00603	MT HOOD MUSTANGS & FORD CLUI	06/16/2020	Regular	0.00	190.00	68322
INV0034712	Invoice	06/15/2020	CC- RENT/DEPOSIT REFUND	0.00	190.00	
02220	MULTNOMAH COUNTY SHERIFF'S O	06/16/2020	Regular	0.00	25.00	68323
116964	Invoice	04/20/2020	CC- ALARM PERMIT	0.00	25.00	
00645	NMF TIRE SERVICE	06/16/2020	Regular	0.00	20.00	68324
0208161	Invoice	06/15/2020	PW- FLAT TIRE REPAIR - 2016 TERRIAN	0.00	20.00	
00647	NORTHSTAR CHEMICAL INC	06/16/2020	Regular	0.00	1,097.25	68325
170095	Invoice	06/04/2020	SODIUM HYPOCHLORITE (370) GAL	0.00	854.70	
170096	Invoice	06/04/2020	SODIUM HYPOCHLORITE (105) GAL	0.00	242.55	
02518	NORTHWEST SURVEYING, INC	06/16/2020	Regular	0.00	4,900.00	68326
1908S-01	Invoice	05/10/2020	1ST STREET IMPROVEMENTS CONST. LAYO	0.00	4,900.00	
00249	OREGON DEPARTMENT OF ADMINI	06/16/2020	Regular	0.00	135.00	68327
AIA28000	Invoice	05/31/2020	ADM/FIN- VEHICLE LEASE	0.00	135.00	

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	
02519	PAULINE DOMINGO	06/16/2020	Regular	0.00	50.00	68328
INV0034709	Invoice	06/15/2020	FINE REDUCTION- DOMINGO	0.00	50.00	
00757	PORTLAND GENERAL ELECTRIC COM	06/16/2020	Regular	0.00	9,797.66	68329
INV0034744	Invoice	05/28/2020	ELECTRICITY- CC	0.00	81.33	
INV0034745	Invoice	05/28/2020	ELECTRICITY- SCHATZ BARN	0.00	21.69	
INV0034746	Invoice	05/28/2020	ELECTRICITY- IRRIGATION -GLISAN ST.	0.00	27.40	
INV0034747	Invoice	05/25/2020	ELECTRICITY- PARK CLEONE	0.00	21.02	
INV0034748	Invoice	05/28/2020	ELECTRICITY- FAZZETT PARK	0.00	21.02	
INV0034749	Invoice	05/28/2020	ELECTRICITY- STONE PARK	0.00	21.22	
INV0034750	Invoice	05/28/2020	ELECTRICITY- GUMDROP PARK	0.00	58.62	
INV0034751	Invoice	05/28/2020	ELECTRICITY- MARILYN'S PARK	0.00	21.13	
INV0034752	Invoice	05/28/2020	ELECTRICITY- FV COMM PARK	0.00	41.60	
INV0034753	Invoice	05/28/2020	ELECTRICITY- FV WOODS PARK	0.00	25.13	
INV0034754	Invoice	05/28/2020	ELECTRICITY- CH PARKING LOT	0.00	29.51	
INV0034755	Invoice	05/28/2020	ELECTRICITY- FV SIGN	0.00	23.54	
INV0034756	Invoice	05/28/2020	ELECTRICITY- BOOSTER PS	0.00	397.13	
INV0034757	Invoice	05/28/2020	ELECTRICITY- WELL #5	0.00	1,395.86	
INV0034758	Invoice	05/28/2020	ELECTRICITY- WELL # 6	0.00	95.35	
INV0034759	Invoice	05/28/2020	ELECTRICITY- GLISAN RESERVOIR	0.00	34.34	
INV0034760	Invoice	05/28/2020	ELECTRICITY- WELL #8	0.00	2,675.48	
INV0034761	Invoice	05/28/2020	ELECTRICITY- WELL #9	0.00	1,284.17	
INV0034762	Invoice	05/28/2020	ELECTRICITY- INTERLACHEN PS	0.00	280.82	
INV0034763	Invoice	05/28/2020	ELECTRICITY- BLUE LAKE PS	0.00	92.73	
INV0034764	Invoice	05/23/2020	ELECTRICITY- MARINE DR. PS	0.00	37.29	
INV0034765	Invoice	05/28/2020	ELECTRICITY- FV LAKE PS	0.00	590.33	
INV0034766	Invoice	05/28/2020	ELECTRICITY- PW SHOP	0.00	300.86	
INV0034767	Invoice	05/28/2020	ELECTRICITY- CH	0.00	2,220.09	
	Void	06/16/2020	Regular	0.00	0.00	68330
00749	REXEL USA, INC	06/16/2020	Regular	0.00	488.42	68331
OK28145	Invoice	06/03/2020	CH- LIGHT BULBS	0.00	367.96	
OK30837	Invoice	06/08/2020	CH- LIGHT BULBS	0.00	120.46	
00864	THE SHERWIN WILLIAMS CO / PARK	06/16/2020	Regular	0.00	65.39	68332
6029-5	Invoice	06/10/2020	PW- (1) GAL PAINT	0.00	65.39	
00674	US BANK NATIONAL ASSOCIATION	06/16/2020	Regular	0.00	303.00	68333
415692110	Invoice	05/31/2020	CS/PW COPIER PAYMENT	0.00	303.00	
01184	VERIZON WIRELESS	06/16/2020	Regular	0.00	2,717.56	68334
9852801572	Invoice	04/18/2020	PW- WIRELESS	0.00	894.91	
9852801572	Invoice	04/18/2020	CENSUS CHROMEBOOKS- WIRELESS	0.00	160.04	
9852801572	Invoice	04/18/2020	PANDEMIC RESPONSE- WIRELESS	0.00	84.02	
9852801572	Invoice	04/18/2020	REC-WIRELESS	0.00	90.35	
9854856357	Invoice	05/18/2020	PW- IPAD WIRELESS	0.00	240.06	
9854856358	Invoice	05/18/2020	PW- WIRELESS	0.00	806.70	
9854856358	Invoice	05/18/2020	CENSUS CHROMEBOOKS- WIRELESS	0.00	160.04	
9854856358	Invoice	05/18/2020	PANDEMIC REPSONSE- WIRELESS	0.00	72.47	
9854856358	Invoice	05/18/2020	REC- WIRELESS	0.00	88.94	
9854856359	Invoice	05/18/2020	MGMT -IPAD WIRELESS	0.00	120.03	
02460	WILLIAM RAUL HERNANDEZ MOLIN.	06/16/2020	Regular	0.00	260.00	68335

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
INV0034670	Invoice	06/11/2020	WOODLAND SUN ART VIDEOS INSTR FEE	0.00	260.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	101	38	0.00	396,487.01
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
	101	39	0.00	396,487.01



City of Fairview

Check Register

Packet: APPKT03193 - 6/24/2020 AP RA

By Check Number

Vendor Number Payable #	Vendor Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: US BANK-OPERATING ACCOUNT						
02522 INV0034780	CHRISTMAS KEEVER Invoice	06/24/2020 06/24/2020	Regular RESIDENTIAL COVID-19 RELEIF PROGRAM	0.00 0.00	252.00 252.00	68340
02524 INV0034782	DEBORAH DRAGHIA Invoice	06/24/2020 06/24/2020	Regular RESIDENTIAL COVID-19 RELEIF PROGRAM	0.00 0.00	252.00 252.00	68341
02523 INV0034781	MEGAN SCHAFFER Invoice	06/24/2020 06/24/2020	Regular RESIDENTIAL COVID-19 RELEIF PROGRAM	0.00 0.00	252.00 252.00	68342
02525 INV0034783	STEPHENIE TURNER Invoice	06/24/2020 06/24/2020	Regular RESIDENTIAL COVID-19 RELEIF PROGRAM	0.00 0.00	252.00 252.00	68343

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	4	0.00	1,008.00
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
	4	4	0.00	1,008.00



City of Fairview

Check Register

Packet: APPKT03201 - 6/30/2020 PO#20-0008 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						
01659	CARDNO INC	07/01/2020	Regular	0.00	2,607.43	68378
<u>525052</u>	Invoice	06/30/2020	CIVIL ENGINEERING PW SUPPORT	0.00	2,349.93	
<u>526125</u>	Invoice	06/30/2020	CIVIL ENGINEERING PW SUPPORT	0.00	257.50	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	2,607.43
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	2,607.43



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						
02100	ADVANCE STORES COMPANY INC	07/01/2020	Regular	0.00	6.89	68344
<u>5744-703279</u>	Invoice	06/12/2020	QUIK INTERIOR CLEANER	0.00	6.89	
00019	ADVANCED METAL AND WIRE PROC	07/01/2020	Regular	0.00	1,528.66	68345
<u>80064</u>	Invoice	06/04/2020	20 (PCS) COMPONENTS PARTS	0.00	1,528.66	
00022	AHERN RENTALS INC	07/01/2020	Regular	0.00	1,008.80	68346
<u>22150849-001</u>	Invoice	06/09/2020	TELESCOPING BOOM- GLISAN RESERVOIR	0.00	1,008.80	
00025	ALL ABOUT AUTOMOTIVE INC	07/01/2020	Regular	0.00	63.40	68347
<u>41552</u>	Invoice	06/12/2020	2008 SILERVADO(E234832) OIL CHANGE	0.00	63.40	
00053	ANSWERNET INC	07/01/2020	Regular	0.00	106.00	68348
<u>068-98168</u>	Invoice	06/21/2020	PW SHOP ANSWERING SERVICE	0.00	106.00	
01604	BETHEL CHURCH OF GOD	07/01/2020	Regular	0.00	95.00	68349
<u>INV0034829</u>	Invoice	06/30/2020	CC DEPOSIT REFUND	0.00	95.00	
00178	CITY OF GRESHAM	07/01/2020	Regular	0.00	11,119.00	68350
<u>53229</u>	Invoice	06/11/2020	NPDES PERMIT FEE FY 19/20	0.00	11,119.00	
00179	CITY OF PORTLAND	07/01/2020	Regular	0.00	63,218.00	68351
<u>10350136</u>	Invoice	06/24/2020	LOCAL COST SHARING -MAY 2020	0.00	30,885.00	
<u>10350181</u>	Invoice	06/25/2020	LOCAL COST SHARING- JUNE 2020	0.00	32,333.00	
00149	CONSOLIDATED ELECTRICAL DISTRIE	07/01/2020	Regular	0.00	92.23	68352
<u>8961-423820</u>	Invoice	06/15/2020	FUSES (3)	0.00	92.23	
02204	CONSOLIDATED SUPPLY CO.	07/01/2020	Regular	0.00	1,997.96	68353
<u>50009804546.00</u>	Invoice	06/11/2020	(32) METER BOXES W/ COVERS	0.00	1,997.96	
00213	CTX BUSINESS SOLUTIONS INC	07/01/2020	Regular	0.00	183.61	68354
<u>INV2348581</u>	Invoice	06/22/2020	CS/PW -COPIER USAGE 5/25-6/24/2020	0.00	183.61	
01872	CUSTOMSOFT TECHNICAL SERVICES	07/01/2020	Regular	0.00	2,205.00	68355
<u>385</u>	Invoice	06/18/2020	CH- ONSITE SUPPORT IT SVC- JUNE 2020	0.00	1,080.00	
<u>385..</u>	Invoice	06/18/2020	PW- ONSITE SUPPORT IT SVC- JUNE 2020	0.00	180.00	
<u>385...</u>	Invoice	06/18/2020	ADMIN- ONSITE SUPPORT IT SVC- JUNE 2	0.00	427.50	
<u>385....</u>	Invoice	06/18/2020	ADMIN- ONSITE SUPPORT IT SVC- JUNE 2	0.00	517.50	
00314	FASTENAL COMPANY	07/01/2020	Regular	0.00	26.80	68356
<u>ORPOR113876</u>	Invoice	06/12/2020	CH- FACIAL TISSUE	0.00	26.80	
00753	FERGUSON ENTERPRISES, INC	07/01/2020	Regular	0.00	48.27	68357
<u>0881339</u>	Invoice	05/28/2020	3X2 BRASS BUSHINGS	0.00	48.27	
01042	FRONTIER COMMUNICATIONS NOR	07/01/2020	Regular	0.00	408.65	68358
<u>INV0034869</u>	Invoice	06/09/2020	PW SHOP-TELEPHONE	0.00	408.65	
00383	GRESHAM LOCKSMITH INC	07/01/2020	Regular	0.00	66.00	68359
<u>0000153749</u>	Invoice	06/22/2020	(2) MARINE PADLOCKS	0.00	66.00	
00390	GROUNDWATER SOLUTIONS INC	07/01/2020	Regular	0.00	9,025.42	68360
<u>0117.027-7</u>	Invoice	06/09/2020	GROUNDWATER SVC- MAY 2020	0.00	9,025.42	
00392	HACH COMPANY	07/01/2020	Regular	0.00	562.60	68361
<u>11989463</u>	Invoice	06/10/2020	PW- REAGENT SET/CHLORINE FREE	0.00	562.60	
00417	HORIZON DISTRIBUTORS INC	07/01/2020	Regular	0.00	414.92	68362

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	
2T158221	Invoice	06/18/2020	RAIN BIRD SPRINKLER HEADS (2)	0.00	275.72	
2T158280	Invoice	06/18/2020	IRRIGATION SENSOR	0.00	139.20	
00330	LESA FOLGER	07/01/2020	Regular	0.00	352.99	68363
INV0034848	Invoice	03/26/2020	MILEAGE CIS CONF- FOLGER	0.00	277.50	
INV0034849	Invoice	06/02/2020	REIMB JOANN FABIC GC- COVID FACE COV	0.00	75.49	
02301	MARKET DRIVE ROWHOUSE ASSOCI	07/01/2020	Regular	0.00	100.00	68364
INV0034850	Invoice	06/30/2020	HESLIN CONF DEPOSIT REFUND	0.00	100.00	
00596	MOEN MACHINERY INC	07/01/2020	Regular	0.00	419.71	68365
535496	Invoice	06/22/2020	PW- RTV TIRE	0.00	50.30	
535883	Invoice	06/25/2020	PW- KUBOTA ASSY TIRE	0.00	369.41	
00616	MULTNOMAH COUNTY DIVISION OF	07/01/2020	Regular	0.00	5.52	68366
11005	Invoice	06/25/2020	CATBIRD ANNUAL WEBSITE USAGE FY 19/	0.00	5.52	
00806	MULTNOMAH COUNTY SCHOOL DIS	07/01/2020	Regular	0.00	585.74	68367
20201984	Invoice	06/10/2020	PW- CONTRACT FUEL	0.00	253.73	
20201986	Invoice	06/10/2020	PW- CONTRACT FUEL	0.00	298.38	
220201984	Invoice	06/10/2020	CS- CONTRACT FUEL	0.00	33.63	
00645	NMF TIRE SERVICE	07/01/2020	Regular	0.00	15.00	68368
0208608	Invoice	06/22/2020	PW VALVE STEM/ TIRE DISPOSAL	0.00	15.00	
02224	NORTHWEST FLAG & BANNER INC	07/01/2020	Regular	0.00	875.46	68369
4486884	Invoice	06/23/2020	FLAGS (5) + INSTALL (33)	0.00	875.46	
00648	NORTHWEST NATURAL GAS COMPA	07/01/2020	Regular	0.00	54.81	68370
INV0034855	Invoice	06/17/2020	PW SHOP- GAS HEAT	0.00	54.81	
00773	PERFORMANCE SYSTEMS INTEGRAT	07/01/2020	Regular	0.00	2,555.00	68371
694256	Invoice	05/31/2020	CH- 5YR. FIRE SPRINKLER INSPECTION	0.00	1,070.00	
694259	Invoice	05/31/2020	CC- 5YR. FIRE SPRINKLER INSPECTION	0.00	1,120.00	
695220	Invoice	06/23/2020	PW SHOP- FIRE SPRINKLER SYSTEM REPAI	0.00	365.00	
00742	PETTY CASH	07/01/2020	Regular	0.00	69.17	68372
INV0034860	Invoice	06/30/2020	CH-PETTY CASH	0.00	7.28	
INV0034861	Invoice	06/30/2020	ADMIN- PETTY CASH	0.00	61.89	
01984	PORTLAND GENERAL ELECTRIC	07/01/2020	Regular	0.00	17.85	68373
00000409154	Invoice	06/15/2020	EXCESS TRANSFORMER CAP MARINE DRIV	0.00	17.85	
02262	RODNEY H. GRAFE	07/01/2020	Regular	0.00	400.00	68374
INV0034859	Invoice	06/30/2020	COURT JUDICAL SVCS. -JUNE 2020	0.00	400.00	
00881	STARK STREET WEST INC	07/01/2020	Regular	0.00	229.19	68375
751543	Invoice	05/04/2020	BLOWER BELT	0.00	40.00	
763414	Invoice	06/02/2020	IDLER PULLEY/REPAIR	0.00	189.19	
01184	VERIZON WIRELESS	07/01/2020	Regular	0.00	1,463.08	68376
9856898623	Invoice	06/18/2020	PANDEMIC RESPONSE-WIRELESS	0.00	64.01	
9856898632	Invoice	06/18/2020	PW IPAD WIRELESS	0.00	240.06	
9856898633	Invoice	06/18/2020	PW- WIRELESS	0.00	787.75	
9856898633..	Invoice	06/18/2020	REC WIRELESS	0.00	91.19	
9856898633...	Invoice	06/18/2020	CENSUS GRANT WIRELESS	0.00	160.04	

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	
98568989634	Invoice	06/18/2020	MGMT WIRELESS	0.00	120.03	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	51	33	0.00	99,320.73
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
	51	33	0.00	99,320.73



City of Fairview

Check Register

Packet: APPKT03208 - 6/30/2020 PO#19-0029 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						
00625	MURRAYSMITH, INC.	07/01/2020	Regular	0.00	9,556.93	68381
PAYMENT #19	Invoice	06/30/2020	INTERLACHEN SEWER PHASE II	0.00	6,904.43	
PAYMENT #20	Invoice	06/30/2020	INTERLACHEN SEWER PHASE II	0.00	2,652.50	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	9,556.93
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	9,556.93



City of Fairview

Check Register

Packet: APPKT03204 - 6/30/2020 PO# 20-0028 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						
02526	CIVILWORKS NW, INC	07/01/2020	Regular	0.00	136,156.65	68379
INV 1	Invoice	06/30/2020	FIRST STREET IMPROVEMENTS	0.00	9,470.65	
INV0034883	Invoice	06/30/2020	FIRST STREET IMPROVEMENTS	0.00	17,215.50	
INV0034884	Invoice	06/30/2020	FIRST STREET IMPROVEMENTS	0.00	7,312.50	
INV0034885	Invoice	06/30/2020	FIRST STREET IMPROVEMENTS	0.00	2,720.00	
INVOICE 1	Invoice	06/30/2020	FIRST STREET IMPROVEMENTS	0.00	99,438.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	1	0.00	136,156.65
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
	5	1	0.00	136,156.65



City of Fairview

Check Register

Packet: APPKT03212 - 6/30/2020 PO#20-0017 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						
02490	IRON HORSE LLC	07/01/2020	Regular	0.00	273,352.87	68383
PAYMENT #4	Invoice	06/30/2020	INTERLACHEN SEWER REHABILITATION PR	0.00	226,790.95	
PAYMENT #4..	Invoice	06/30/2020	INTERLACHEN SEWER REHABILITATION PR	0.00	7,633.82	
PAYMENT #5	Invoice	06/30/2020	INTERLACHEN SEWER REHABILITATION PR	0.00	38,928.10	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	1	0.00	273,352.87
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	3	1	0.00	273,352.87



City of Fairview

Check Register

Packet: APPKT03206 - 6/30/2020 PO# 20-0017 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	
02490	IRON HORSE LLC	07/01/2020	Regular	0.00	5,000.00	68380
PAYMENT #6	Invoice	06/30/2020	INTERLACHEN SEWER REHABILITATION PR	0.00	5,000.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	5,000.00
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	5,000.00



City of Fairview

Check Register

Packet: APPKT03220 - 6/30/2020 PO#20-0023 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						
02513	R.D. OFFUTT COMPANY	07/08/2020	Regular	0.00	42,869.28	68418
E0250877	Invoice	06/30/2020	VAC-TRON VACUUM EXCAVATION SYSTEM	0.00	23,650.00	
E0250877.	Invoice	06/30/2020	VAC-TRON VACUUM EXCAVATION SYSTEM	0.00	2,950.00	
E0250877...	Invoice	06/30/2020	VAC-TRON VACUUM EXCAVATION SYSTEM	0.00	11,809.00	
E0250877....	Invoice	07/08/2020	VAC-TRON VACUUM EXCAVATION SYSTEM	0.00	3,000.00	
E0250877.....	Invoice	06/30/2020	VAC-TRON VACUUM EXCAVATION SYSTEM	0.00	213.28	
E025877....	Invoice	06/30/2020	VAC-TRON VACUUM EXCAVATION SYSTEM	0.00	1,247.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	1	0.00	42,869.28
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
	6	1	0.00	42,869.28



City of Fairview

Check Register

Packet: APPKT03217 - 6/30/2020 JUNE AP RA

By Check Number

Vendor Number Payable #	Vendor Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: US BANK-OPERATING ACCOUNT						
00145 101050	CASCADE CENTERS INC Invoice	07/08/2020 06/01/2020	Regular EMPLOYEE ASSISTANCE PROGRAM	0.00 0.00	9.90 9.90	68393
00613 INV0034907	DEPT OF HUMAN SERVICE Invoice	07/08/2020 04/29/2020	Regular SHARE OF SVCS TO SENIOR RESIDENTS FY	0.00 0.00	1,850.00 1,850.00	68394
00277 INV0034906	EAST METRO ECONOMIC ALLIANCE Invoice	07/08/2020 06/30/2020	Regular CH DEPOSIT REFUND	0.00 0.00	135.00 135.00	68395
00314 CM0000444 ORPOR112274	FASTENAL COMPANY Credit Memo Invoice	07/08/2020 04/02/2020 03/13/2020	Regular PW- CABINET RETURN LESS RESTOCK FEE PW- CABINET	0.00 0.00 0.00	150.00 -152.90 302.90	68396
02533 INV0034902	FRANCISCO JAVIER RODRIGUEZ Invoice	07/08/2020 06/30/2020	Regular SUN SPRING SOCCER COACH	0.00 0.00	720.00 720.00	68397
01042 INV0034926 INV0034927 INV0034928 INV0034929 INV0034930 INV0034931 INV0034932 INV0034933 INV0034934 INV0034935 INV0034936 INV0034937 INV0034938	FRONTIER COMMUNICATIONS NOR Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	07/08/2020 06/28/2020 06/28/2020 06/28/2020 06/28/2020 06/28/2020 06/28/2020 06/28/2020 06/28/2020 06/28/2020 06/28/2020 06/28/2020 06/28/2020 06/28/2020	Regular TELEPHONE- WELL #6 TELEPHONE- BLUE LAKE PS TELEPHONE- GLISAN RESERVOIR TELEPHONE- HALSEY RESERVOIR TELEPHONE-FV LAKE PS TELEPHONE- WELL# 8 TELEPHONE- INTERLACHEN PS TELEPHONE- MARINE DR PS PW - FAX TELEPHONE- PW SHOP CC TELEPHONE- CH TELEPHONE- CC TELEPHONE- FV LAKE PS	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	1,502.28 47.11 136.80 47.11 87.17 87.17 93.16 85.81 42.74 57.54 164.60 362.51 105.76 184.80	68398
02441 31308 31309 31310 31311	LANDSCAPE EAST & WEST, INC. Invoice Invoice Invoice Invoice	07/08/2020 06/11/2020 06/11/2020 06/11/2020 06/11/2020	Regular BUSH CLEARING- 21770 LACHENVIEW BUSH CLEARING-22035 CHINOOK WAY BUSH CLEARING-23050 GLISAN BUSH CLEARING- 1260 MULTNOMAH	0.00 0.00 0.00 0.00	3,607.50 1,443.00 721.50 721.50 721.50	68399
00280 91425	LINDEN TECHNOLOGIES INC Invoice	07/08/2020 06/30/2020	Regular MERCHANT FEE- JUNE 2020	0.00 0.00	897.95 897.95	68400
00542 INV0034900 INV0034901	LOWES COMPANIES INC Invoice Invoice	07/08/2020 06/25/2020 06/25/2020	Regular (2) PAIR WORK GLOVES/EXZ REACHER TO PARK FENCING & STAKES	0.00 0.00 0.00	339.89 134.66 205.23	68401
00806 INV0034905	MULTNOMAH COUNTY SCHOOL DIS Invoice	07/08/2020 06/30/2020	Regular CH RENT REFUND	0.00 0.00	185.00 185.00	68402
00637 39-202005 39-202006	NET ASSETS CORPORATION Invoice Invoice	07/08/2020 06/01/2020 06/01/2020	Regular FINANCE- TITLE SEACHES MAY 2020 FINANCE- TITLE SEACHES JUNE 2020	0.00 0.00 0.00	420.00 216.00 204.00	68403
00683 0060369	ONE CALL CONCEPTS INC Invoice	07/08/2020 06/30/2020	Regular OREGON UTILITY NOTIFICATION -JUNE 20	0.00 0.00	101.63 101.63	68404
00719 474159-000	PACIFIC POWER GROUP LLC Invoice	07/08/2020 06/22/2020	Regular INTERLACHEN PS #4 - REINSTALLED MPU	0.00 0.00	2,803.44 2,588.44	68405

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>474197-00</u>	Invoice	06/22/2020	INTERLACHEN PS- ANNUAL SERVICE	0.00	215.00	
02319	ROBERT BARRIE	07/08/2020	Regular	0.00	550.00	68406
<u>202006-381</u>	Invoice	06/29/2020	SALISH POND TUNNEL GRAFFITTI PATROL	0.00	225.00	
<u>202006-407</u>	Invoice	06/29/2020	SALISH POND TRAIL GRAFFITTI PATROL &	0.00	325.00	
02427	SERVICE AMERICA COMMERCIAL SE	07/08/2020	Regular	0.00	3,541.86	68407
<u>32321</u>	Invoice	05/01/2020	CH- JANITORIAL SVC- MAY 2020	0.00	690.00	
<u>32385</u>	Invoice	06/01/2020	CH- JANITORIAL SVC- JUNE 2020	0.00	690.00	
<u>32385..</u>	Invoice	06/01/2020	PW SHOP- JANITORIAL SVC- JUNE 2020	0.00	1,080.93	
<u>INV0034922</u>	Invoice	05/01/2020	PW SHOP- JANITORIAL SVC-MAY 2020	0.00	1,080.93	
00385	SHRED NORTHWEST, LLC	07/08/2020	Regular	0.00	937.50	68408
<u>21509062920</u>	Invoice	06/29/2020	DESTRUCTION- HARD DRIVES & BACKUP T	0.00	937.50	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	39	16	0.00	17,751.95
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
	39	16	0.00	17,751.95



City of Fairview

Check Register

Packet: APPKT03222 - 6/30/2020 PO#20-009 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						
02393	GARY L. RAINS	07/08/2020	Regular	0.00	6,640.00	68419
4014	Invoice	06/30/2020	VACANT LAND MARKETING	0.00	6,640.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	6,640.00
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	6,640.00



City of Fairview

Check Register

Packet: APPKT03224 - 6/30/2020 PO#19-0025 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						
02359	KITTELSON & ASSOCIATES INC	07/08/2020	Regular	0.00	16,150.00	68420
0109570	Invoice	06/30/2020	ROUNDABOUT FV PKWY & HALSEY PEER	0.00	14,020.00	
0110227	Invoice	06/30/2020	ROUNDABOUT FV PKWY & HALSEY PEER	0.00	1,006.64	
0110227..	Invoice	06/30/2020	ROUNDABOUT FV PKWY & HALSEY PEER	0.00	1,123.36	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	1	0.00	16,150.00
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
	3	1	0.00	16,150.00



City of Fairview

Check Register

Packet: APPKT03226 - 6/30/2020 PO#19-0024 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						
02359	KITTELSON & ASSOCIATES INC	07/08/2020	Regular	0.00	12,863.70	68421
0109103	Invoice	06/30/2020	DESIGN SVCS - RAILROAD UNDERCROSSIN	0.00	1,347.50	
0109569	Invoice	06/30/2020	DESIGN SVCS - RAILROAD UNDERCROSSIN	0.00	1,585.00	
0110226	Invoice	06/30/2020	DESIGN SVCS - RAILROAD UNDERCROSSIN	0.00	775.00	
0111048	Invoice	06/30/2020	DESIGN SVCS - RAILROAD UNDERCROSSIN	0.00	9,156.20	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	1	0.00	12,863.70
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
	4	1	0.00	12,863.70



City of Fairview

Check Register

Packet: APPKT03198 - 7/1/2020 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	
00958	US POSTMASTER	07/01/2020	Regular	0.00	226.00	68377
INV0034877	Invoice	07/01/2020	PO BOX RENEWAL	0.00	226.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	226.00
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	226.00



City of Fairview

Check Register

Packet: APPKT03218 - 7/8/2020 CASH DEPOSIT- PAYROLL 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	07/08/2020	Regular	0.00	100,000.00	68417
INV0034952	Invoice	07/08/2020	CASH DEPOSIT-PAYROLL	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: APPKT03216 - 7/8/2020 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						
00152	CENTRAL ELECTRONIC ALARM INC	07/08/2020	Regular	0.00	239.40	68409
R54389	Invoice	07/01/2020	HESLIN ANNUAL MONITORING FEE FY 20/	0.00	239.40	
00178	CITY OF GRESHAM	07/08/2020	Regular	0.00	741.00	68410
INV0034939	Invoice	07/01/2020	MAYOR'S CONSORTIUM ANNUAL DUES 20	0.00	741.00	
00642	GALWAY ENTERPRISES INC	07/08/2020	Regular	0.00	4,717.85	68411
R16867	Invoice	07/01/2020	CRESTWOOD SHOP MONITORING FY 20/2	0.00	468.85	
R16870	Invoice	07/01/2020	PW SHOP- MONITORING FY 20/21	0.00	468.85	
R16871	Invoice	07/01/2020	HALESY RESERVOIR MONITORING FY 20/2	0.00	468.85	
R16872	Invoice	07/01/2020	WELL #8 - MONITORING FY 20/21	0.00	468.85	
R16935	Invoice	07/01/2020	CH- ANNUAL MONITORING FY 20/21	0.00	2,842.45	
00428	INTERNATIONAL CITY/ COUNTY MA	07/08/2020	Regular	0.00	1,086.17	68412
INV0034945	Invoice	07/01/2020	ICMA MEMBERSHIP RENEWAL - YOUNG	0.00	1,086.17	
00515	LEAGUE OF OREGON CITIES	07/08/2020	Regular	0.00	6,933.68	68413
2020-200239	Invoice	07/01/2020	LOC MEMBERSHIP DUES FY 20/21	0.00	6,933.68	
00251	OREGON DEQ	07/08/2020	Regular	0.00	160.00	68414
INV0034944	Invoice	07/01/2020	WASTEWATER OPERATOR RENEWAL- RICH	0.00	160.00	
00206	OREGON PUBLICATIONS CORP	07/08/2020	Regular	0.00	50.00	68415
INV0034943	Invoice	07/01/2020	FINANCE- SUBCRIP RENEWAL	0.00	50.00	
02427	SERVICE AMERICA COMMERCIAL SE	07/08/2020	Regular	0.00	1,770.93	68416
324060	Invoice	07/01/2020	CH - JANITORIAL SVC- JULY 2020	0.00	690.00	
32460.	Invoice	07/01/2020	PW SHOP - JANITORIAL SVC- JULY 2020	0.00	1,080.93	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	13	8	0.00	15,699.03
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
	13	8	0.00	15,699.03



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						
02529 INV0034896	ALEXIS RIVERA Invoice	07/08/2020 07/01/2020	Regular COVID-19 GRANT #R-13	0.00 0.00	252.00 252.00	68387
02527 INV0034894	DENIDA GASKA Invoice	07/08/2020 07/03/2020	Regular COVID-19 GRANT #R-19	0.00 0.00	252.00 252.00	68388
02532 INV0034899	KEILA BARRIENTOS Invoice	07/08/2020 07/01/2020	Regular COVID-19 GRANT #R-14	0.00 0.00	204.20 204.20	68389
02530 INV0034897	KURT WARE AND CATHY MILNE Invoice	07/08/2020 07/01/2020	Regular COVID-19 GRANT #R-10	0.00 0.00	252.00 252.00	68390
02531 INV0034898	SIERRA CAPERTON Invoice	07/08/2020 07/03/2020	Regular COVID-19 GRANT #R-15	0.00 0.00	252.00 252.00	68391
02528 INV0034895	STACY ROYSE Invoice	07/08/2020 07/01/2020	Regular COVID-19 GRANT #R-11	0.00 0.00	252.00 252.00	68392

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	6	0.00	1,464.20
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
	6	6	0.00	1,464.20