



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

FAIRVIEW CITY COUNCIL AGENDA

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

City Hall is closed to the public. See instructions for public testimony below. Contact the City Recorder at 503-674-6224 or leymasterd@ci.fairview.or.us for options to listen to the work session and view the regular session.

WEDNESDAY, OCTOBER 21, 2020

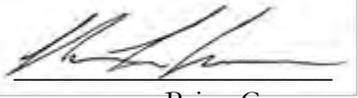
WORK SESSION

1. FAIRVIEW PARKWAY ROUNDABOUT PHASE 1 DESIGN CONTRACT (CP 3-37) 6:00 PM
(Allan Berry, Public Works Director)
2. IMPROVMENTS – TRAILS LEADING TO PARK CLEONE (CP 39-43)
(Allan Berry, Public Works Director)
3. 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. The City strongly encourages individuals, who have the ability, to submit their testimony in writing 24-hours in advance to the City Recorder to ensure delivery of the testimony to Council. Persons unable to provide written comments in advance are encouraged to notify the City Recorder 24-hours in advance of the meeting so alternative arrangements may be made.
3. CONSENT (A)
 - a. Minutes of September 16 & October 7, 2020 (CP 45-76)
 - b. Consent to Reappointment of Mark Clark to the Portland International Airport Citizen Noise Advisory Committee: Resolution 52-2020 (CP 77-79)
 - c. Authorize Phase 1 Design Contract for Fairview Parkway Roundabout: Resolution 48-2020 (CP 3-37)
4. PRESENTATION (I)
 - a. Food Cart Court Feasibility Study
(Cascadia Partners, LLC)
5. CITY ADMINISTRATOR AND DIRECTOR REPORTS (I)
 - a. MCSO Monthly Reports – September (CP 81-95)

- 6. MAYOR/COMMITTEE REPORTS AND COUNCIL REPORTS (I)
- 7. PUBLIC HEARING (A)
 - a. Annexation Request: Ordinance 6-2020 (CP 97-148)
1st and 2nd Reading
(Matt Strait, Contract Planner)
- 8. COUNCIL BUSINESS (A)
 - a. Authorize Property Lease for Construction and Operation of a Fairview Food Cart Court: Resolution 53-2020 (CP 149-168)
(Nolan Young, City Administrator)
 - b. Amend Fairview Urban Renewal Plan: Resolution 50-2020 (CP 169-173)
(Nolan Young, City Administrator)
 - c. Authorize IGA with the Urban Renewal Agency for Financial Assistance for the Purchase of Tax Lots 100, 200 and 400 on the Southeast Corner of the Intersection of NE Halsey Street and NE Village Street: Resolution 49-2020 (CP 175-179)
(Nolan Young, City Administrator)
- 9. ADJOURNMENT (A)



Brian Cooper
Mayor

October 16, 2020
Date

(A) Action requested (I) Information only

NEXT COUNCIL MEETING IS NOVEMBER 4 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
October 21, 2020	Work Session #1 & 3.c.	2020-74

TO: Mayor and City Council
FROM: Kelly Uhacz, Civil Engineer
THRU: Allan Berry, Public Works Director
Nolan K. Young, City Administrator
DATE: October 15, 2020

ISSUE:

Growth in the City of Fairview will cause the intersection for NE Halsey Street and Fairview Parkway to reach capacity soon. The City would like to create a gateway to the City with a roundabout as part of the Halsey Corridor Improvements.

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

PREVIOUS AGENDA STAFF REPORTS:

N/A

EXHIBITS

- Exhibit A: Scope of Work
- Exhibit B: Cost Proposal
- Exhibit C: Professional Services Contract
- Exhibit D: Resolution 48-2020

BACKGROUND:

The City of Fairview hired Kittelson & Associates to conduct a traffic study of the intersection of NE Halsey Street and Fairview Parkway in 2019. The study found that the signalized intersection is currently performing at a Level of Service (LOS) D. Constructing a roundabout now, would improve the LOS to C/B and would be at a LOS C in 2040. Construction of a roundabout would also provide safer multi-

modal access through the intersection for pedestrians and bicyclists and provide a gateway feature to the City of Fairview.

The City of Fairview plans to design the project to the 30% design stage by early 2021 and add the project to the City's Transportation System Plan (TSP) and Capital Improvement Plan (CIP) to pursue construction funding. Council will then decide whether to move forward with the final design. The project design is expected to be complete by the end of 2021. Multnomah County will also add the project to its CIP. Phase

I of the design (30%) is anticipated to cost \$161,088.36 and Phase II of the design is anticipated to cost an additional \$215,139.84, for a total design cost of \$376,228.20.

The City Council approved funding for design of the project in the Fiscal Year 2020-21 budget.

The City used a Qualifications Based Selection process to identify the most qualified consultant to perform this work. The result of the solicitation was that Kittelson & Associates was the highest ranked firm and was therefore chosen to enter into negotiations for scope, schedule, and budget for this work. The resulting proposed scope of this work is attached to this staff report as Exhibit "A".

RECOMMENDED ACTION:

Staff recommends authorizing the City Administrator to enter into an agreement with Kittelson & Associates to perform 30% design work on the NE Halsey St & Fairview Prkwy Roundabout design project in the amount of \$161,088.36.

BUDGET IMPLICATIONS:

This phase of the project will cost \$161,088.36. The detailed cost proposal is included as Exhibit "B".

COUNCIL ALTERNATIVES:

1. Staff Recommendation: Move to adopt Resolution 48-2020. This will authorize the City Administrator to sign a contract with Kittelson and Associates for phase 1 of the Fairview Parkway roundabout design for an amount of \$161,089.
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 C - Scope of Services
NE Halsey St & Fairview Prkwy Roundabout
Fairview Project Number 20-140-2-37
September 14, 2020

PROJECT BACKGROUND

Situated in the western edge of Fairview, the NE Halsey Street/Fairview Parkway intersection is an existing signalized intersection of the east-west running NE Halsey Street and the north-south running Fairview Parkway. Both roadways are classified as urban minor arterials, are owned by Multnomah County and must be designed to Multnomah County standards.

The intersection is currently signal controlled. During the concept design phase, a traffic analysis was conducted that shows the intersection would operate acceptably under roundabout control. In an effort to slow speeds in the corridor and provide a more comfortable environment for bicyclists and pedestrians, the City, as part of a greater NE Halsey Street corridor plan, wishes to reconstruct the intersection with a multilane roundabout.

PROJECT UNDERSTANDING

The primary purpose of this professional & related services contract is to obtain the necessary permits and prepare final plans, specifications, and engineer's cost estimate (PS&E) for the public solicitation of construction bids to construct a multilane roundabout at the intersection. A concept for the roundabout layout including a concept for central landscaping was developed during the concept design phase of this project and is included Exhibit B of the NE Halsey St & Fairview Prkwy Roundabout project Request for Proposals. The design phase of the project will be completed in two phases. Phase 1 will advance the concept design up to a 30% design level including all documentation and reporting tasks to establish the footprint and update the project cost estimate. The 30% design will be submitted and presented to City Council and the Council will decide whether to advance the project in to final design. Phase 2 will be to advance the project to 60%, thru final bid ready plans and will not be started until authorization is provided by the City.

The City will lead the bid advertisement efforts. Consultant will provide assistance during the bidding process in order to respond to bidder inquiries and revise PS&E documents as needed (via addenda) to reduce risks during construction. Construction administrative duties, including: construction engineering, construction management, observations, and inspections will be deferred to a separate contract to be approved with the award of the construction contract to the apparent lowest responsive & responsible bidder.

Project Limits:

Intersection of NE Halsey Street and Fairview Parkway

Lane Configuration/Geometry:

Multilane roundabout

*Master Scope of Services
NE Halsey St & Fairview Prkwy Roundabout
Fairview, Oregon*

Water Quality/Quantity:

Stormwater will be treated via a water quality/detention facility to be located on existing County and City owned right-of-way.

Lighting:

Dark Sky Friendly LED Cobra lighting will be included. A photometric analysis will be required.

Franchise Utilities:

Utilities will relocate; the City is not required to reimburse utilities for relocation unless they are in a private easement.

Sanitary/Water:

No major changes to Sanitary/Water are anticipated.

Natural Resources:

No sensitive areas are indicated on the City’s Local Wetland Inventory. A programmatic memo will be required to confirm the LWI.

Hazardous Materials:

No Hazardous Materials are anticipated within the project footprint. A programmatic memo will be required to confirm this assumption.

Walls:

A landscape feature element called Basalt Outcrop of stone masonry construction is proposed for the interior of the roundabout, with incorporated monument signage for the City of Fairview.

Landscaping:

Landscaping will include tree, shrub, and groundcover planting, landscape features, and a fully automatic irrigation system for all landscaped areas. Landscape features within the roundabout will have feature lighting.

Public Involvement/Outreach:

Public Involvement will be Public Open Houses at 30% and 60% design milestones. There will also be presentations at two City Council regular meetings or work sessions.

Survey

Initial topographic survey for the improvement work has been completed to support the concept design. The survey focused on curb to curb and behind curb existing features and will need to be supplemented for more detailed grading between the curbs. The existing base map will be provided by the City.

Right-of-Way (ROW):

Right of Way acquisition was started on five parcels during the concept design phase. No additional Right of Way acquisition is anticipated.

SPECIFIC SCOPE OF SERVICES

Summary of Work

Survey, engineering design, traffic engineering, geotechnical engineering, public involvement/outreach, landscape design services, and ROW acquisition services up through bid award for this project based on the scope of services described herein. The project will be divided into Phase 1 and 2 as follows.

Phase 1:

- Task 1.0 Contract Administration (Phase 1 and 2)
- Task 2.0 Traffic Analysis
- Task 3.0 Geotechnical & Pavement
- Task 4.0 Surveying & Mapping
- Task 5.0 Drainage & Water Quality Studies
- Task 6.0 Utility Coordination
- Task 7.0 Environmental
- Task 8.0 Hazardous Materials
- Task 9.0 Public Involvement/Outreach (Phase 1 and 2)
- Task 10.0 Preliminary Design (30%)

Phase 2:

- Task 11.0 Final Design (60%, 90%, & 100% Bid Ready)

The duration of this project is assumed to be from October 2020 through December 2021 for the completion of design, and Right-of-way tasks. Assume construction will occur after funding is allocated.

Consultant RESPONSIBILITIES

Task 1.0 Contract Administration

1.1 Contract Administration and Invoicing

Consultant will:

- Prepare and maintain a contract and task decision log documenting all proposed changes to the project (i.e. change orders and notices to proceed) as well as the proposed schedules and deliverables.
- Complete Subconsultant management tasks as defined in the attached Subconsultant scope of services.
- Prepare monthly invoices and progress reports. Consultant assumes a 12-month timeframe for the project to be designed and bid ready.
- Create a project specific quality management plan. Quality control activities will be completed for each deliverable.

1.2 Project Coordination, Communication & Team Meetings

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from the City (Project Management Team “PMT”). The Consultant Project Manager will direct all meetings and provide direction to the rest of the team as the project progresses. These meetings will have a specific agenda with a predefined objective and outcome to address and resolve project issues as they are encountered. Agendas will be distributed a minimum of 3-days in advance of the meeting. 3-4 consultant staff will be present at each meeting (PM, Lead Engineer, and rotating discipline staff)

- It is assumed that monthly in-person PMT coordination meetings (1 hours each) will be held during the design phase of the project (9-month time frame). Meetings to be held at Consultant’s office, with up to 3 of the meetings held at the City of Fairview.
- Weekly telephone conference calls with the Project Team (.5 hour each)

1.3 Project Scheduling

Consultant will prepare a project schedule at the onset of design. Quarterly updates will be provided with bi-weekly look-ahead updates.

Task 1.0 Deliverables:

- *Contract/Task Decision Log*
- *Monthly Progress Reports*
- *Quality Management Plan*
- *Monthly Invoices*
- *Quarterly Project Schedule Updates and Bi-Weekly Look-Ahead Updates*
- *Meeting Agendas*

Task 2.0 Traffic Analysis

2.1 Data Collection/Processing

Consultant shall:

- Obtain or collect weekday 24-hour traffic counts for vehicle speed and classification along the corridor in support of the Pavement Design

2.2 Traffic Memo

Consultant shall:

- Prepare a summary technical memorandum summarizing the traffic counts and speed data from task 2.1

Task 2.0 Deliverables:

- *Draft and Final Traffic memo (.pdf)*

Task 3.0 Geotechnical & Pavement

The key geotechnical issues for the project is pavement design for widening and rehabilitation of the existing pavement.

3.1 Pavement Testing & Lab Analysis

The geotechnical and pavement investigation will be performed to provide recommendations for construction and widening of the intersection within the project limits. The pavement project elements are limited to pavement preservation and pavement widening with the following scope:

- Obtain and review available information regarding the existing road section within the project area, if available.
- Complete pavement coring and soil borings using a trailer mounted drill rig in new pavement, existing pavement, and infiltration locations to depths of up to 10 feet below ground surface.
 - Obtain soil samples at 2.5-foot intervals. Up to six (6) locations are estimated.
 - Obtain pavement cores at each boring advanced in existing pavement. When appropriate, cores will be located at pavement cracks.
 - Obtain bulk samples directly under the pavement structure to be used for full depth reclamation laboratory testing.
 - Conduct Dynamic Cone Penetrometer (DCP) testing at each of the boring locations (up to 6) and up to two DCP tests in areas adjacent to the roadway in native soil conditions.
 - Complete shallow infiltration testing (up to 5.0 feet below ground surface) in up to two (2) additional explorations.
- Conduct a visual distress survey of the existing pavement, including logging the extent and severity of moderate to severe distresses. Mark coring locations in the field.
- Obtain one-call utility locates for explorations and obtain permits through the City and Multnomah County.

- Provide traffic control during field explorations through a subcontractor.
- Conduct the following laboratory tests using soil samples obtained from the explorations:
 - Up to six moisture content tests in general conformance with American Society for Testing and Materials (ASTM) D 2216
 - Up to two atterberg limit test in general conformance with ASTM D 4318
 - Up to two tests for soil gradation in general conformance to ASTM D422 for use in infiltration calculations.
- If applicable, conduct a laboratory testing program to develop a mix design for full depth reclamation. A simplified mix design methodology will be used to estimate density, cement and moisture content.

Assumptions:

- Field work will be completed under a single mobilization and in one continuous work period.
- Environmental permitting will not be required for the field work related to geotechnical investigations.
- The drill cuttings are not contaminated and may be disposed of off-site by the drilling subcontractor; the City will be notified of the final disposal site. If the drill cuttings appear to be contaminated, the City will be informed immediately, and Consultant will take necessary action upon authorization.
- Drilling will be subcontracted.
- Flagging and traffic control for drilling will be subcontracted.
- Permit fees will be waived by the City as this is a City project.

3.2 Pavement Design

The pavement design report will provide pavement rehabilitation and widening recommendations to include the following:

- Provide the results of the infiltration testing.
- Analyze the DCP data to back calculate in-situ resilient modulus of subgrade soils for analyses and section design.
- Estimate the traffic loading by calculating equivalent single-axle loads based on 48-hour traffic classification counts provided by the project team.
- Evaluate reconstruction and widening options based on DCP testing, subgrade conditions, soil borings, laboratory results, and traffic data.
- Provide pavement recommendations for reconstruction (Flexible and Rigid) and widening (Flexible only).
- Provide construction recommendations for site preparation, structural fill compaction criteria, and wet/dry weather earthwork procedures.
- Project management including attendance at a project kick-off meeting and discussions with the design team and the City.

Task 3.0 Deliverables:

- *Draft & Final Geotechnical & Pavement Report (.pdf)*

Task 4.0 Surveying & Mapping

4.1 Topographic Survey

Topographic survey has been collected to support the conceptual design phase of the project but was limited to the number of cross section taken (50'), and behind curb features. Supplemental topographic survey to collect additional grades and features within the existing roadway will be required. The project's survey limits will include:

- 800' north, 500' south, 500' east, and 500' west of the intersection, including the following:
 - 25' cross-sections curb to curb
 - 200' radius from the center of the concept roundabout location.

Consultant will update the topographic survey in English units for the project area.

- Features to be shown include trees 2" (two-inches) or more in diameter-at-breast-height (dbh), utilities, utility poles, overhead wires, fences, area lights, culverts, driveways (including width and length), walks, crown line of streets, edge of pavement, ditches, traffic and other permanent signs, and structures as accessible.
- Underground features such as utility line sizes, rim elevations, invert elevations, fuel tanks, wells, septic tanks, and drain fields will be shown as indicated by surface features and other information including as-built drawings and utility company data.
- Existing striping will be located where needed to design the project striping.
- Photos of site conditions will also be taken.
- Reference the network and all mapping the local control from the original survey that will be provided by the City.

The field topographic data will be incorporated into an English topographic survey base map and digital terrain model utilizing AutoCAD Civil 3D.

4.2 Horizontal Control, Monument Recovery, and Pre-Construction Record-of-Survey

Consultant will:

- Show adjacent property lines and existing rights-of-way on the Project Base Map using Consultant's ROW retracement. Consultant shall prepare and file a Pre- Construction Record of Survey conforming to all applicable County standards with the County Surveyor's office. To perpetuate monument locations as required under ORS 209.155. Scale for survey map will be 1"=40', or as approved.

4.3 Utility Coordination Staking

Consultant will:

- Provide 50' PK Nails at ROW centerline.
- Provide a spreadsheet of centerline reference points and elevations to utility companies for use in excavating existing utilities ("potholing") at points of potential conflicts.
- Provide staking of proposed storm system structures and storm lines.
- Add "potholing" data when available to the project base map.
- Assist utilities in gathering pothole data. Provide survey crew to tie potholed utilities when requested.
- Eight (8) two-person crew hours and four (4) office hours are assumed for all efforts within this task.

4.4 Right-of-Way Descriptions & Exhibit Maps

Consultant will:

- Prepare descriptions on all required permanent easements and right-of-way dedications on 8 1/2" x 11" paper. Written legal description should be referenced as "Exhibit A". Assumes 7 Descriptions will be required.
- Descriptions will be dated and stamped by a professional land surveyor licensed in the State of Oregon.
- Descriptions for the properties will reference the last recorded deed by type of deed, owner's name, book and page, and date recorded. This information is to be taken from the last vesting deed.
- Descriptions will reference easements as "Permanent" i.e. (Permanent Slope Easement, Permanent Public Utilities Easement, Permanent Drainage Easement, Etc.).
- Descriptions will reference dedications of right of way as Parcel 1 and easements and Parcels 2 through 6. Multiple easements per Parcel are acceptable i.e. (Parcel 2- Permanent Slope/Permanent Public Utilities easement).
- Develop 8 1/2" x 11" parcel map for each parcel that an easement or dedication of right-of-way is required on. Parcel maps should be referenced as "Exhibit B". Consultant will provide 2 or 3 examples of descriptions to be reviewed by the City Project Manager and Attorney before proceeding with all the descriptions on the project. Each description will include the following:
 - Reference centerline stations on the map. Show the distance from the centerline to existing right-of-way line and from centerline to proposed right-of-way and/or easement line(s) on the parcel map.
 - On each parcel map provide a legend showing with a hatch the area that is being acquired. Give the areas for each parcel in acres or in square feet, if the area is small.

Note: Legend should be consistent from file to file. For example, a hatch used for a permanent slope easement would be the same for all files on the project.

- Show north arrow, appropriate scale, project name, City project number and date exhibit was prepared.
- Feet are to be shown on all distances in “Exhibit B” (excluding centerline).

4.5 Right-of-Way Staking

Consultant will:

- Stake proposed and existing ROW and easements for appraisals and acquisition process (7 files). Stakes to be provided at approximate lot lines, transitions, and 50’ intervals on tangent sections. Assumes all staking can be accomplished in 2 trips to the site.

Task 4.0 Deliverables:

- *Updated Topographic Base Map (.dwg (C3D v.2020)*
- *Draft Pre-Construction Record of Survey (.pdf)*
- *50’ Centerline PK Nail markers*
- *Final Pre-Construction Record of Survey (hardcopy submittal to County for Filing)*
- *Legal Descriptions and Exhibits (12) (.pdf)*
- *ROW Staking (7 files)*

Task 5.0 Drainage & Water Quality Studies

5.1 Existing Stormwater System Review and Downstream Analysis

Consultant shall:

- Review current City of Fairview Stormwater Master Plan, including review of the drainage basins and available capacity in the downstream systems. Cross reference the City’s stormwater master plan with Multnomah County’s current stormwater masterplan to identify major discrepancies.

5.2 Stormwater Management Concept Plan

Consultant shall:

- Prepare a concept management plan that includes options for stormwater collection and conveyance.
- Develop conceptual cost estimate

5.3 Preliminary Stormwater Report

Consultant shall prepare a preliminary stormwater report that shall be submitted with 30% plans. The purpose of this report is to develop the overall recommendations of the basic storm water conveyance system layout, pipe/culvert outfall locations, treatment, and storage concepts. These recommendations do not contain full facility designs. It is a tool to assist in the selection of the types and locations of the

facilities to be designed. Consultant shall prepare the Preliminary Stormwater Report following the outline below:

- **Introduction and Title** – This section shall list Project name, road name, beginning and ending mile points, and date of the report. The introduction will include the names of the engineering staff who prepared the recommendations, the purpose of the report, a brief description of the Project, and a summary of treatment/storage concepts and recommendations on their use.
- **Existing and Proposed Conditions Narrative** – The introduction will be followed by a narrative that describes the proposed changes to the existing conditions. The pollutant removal and storage targets will also be included in the narrative.
- **Proposed Mitigation Alternatives** – This section will include a brief generic discussion of proposed mitigation alternatives. The topics addressed will include location, removal efficiency, storage capacity, constructability, maintenance, and cost. BMP and storage alternatives respectively will be evaluated and listed.
- **Other Issues** – This section shall discuss mitigation issues that are not addressed in the previous section on alternatives.
- **Recommendations** – This section shall discuss preliminary recommendations about the proposed alternatives. Aspects that shall be addressed include dependability, ease of construction, ease of maintenance, cost, and appearance.

5.4 Final Stormwater Design Report

Consultant shall prepare a final stormwater report for project that shall be submitted with 90% plans. The purpose of this report is to develop design documentation for final stormwater designs. Significant facilities include, but are not limited to, any of the following:

- Storm drain systems with pipes larger than 12 inches in diameter,
- Stormwater quality facilities, and
- Stormwater control facilities (detention, retention, infiltration, split-flow structures, etc.)

Stormwater design report will describe in detail the facilities following approval of the Preliminary Stormwater Report. This report provides facility design information such as the type, size, location, critical dimensions, and features. The Stormwater Design Report shall be completed after the 90% plans and concurrently with the preparation of the final plans.

Consultant shall prepare a Final Stormwater Design Report in accordance with City of Fairview standards. The facility design(s) incorporated in the final plans should comply with the information in the stormwater report unless approval for any change has been obtained from the engineer of record for the Stormwater Design Report. The report is expected to have the following sections:

- 1) **Cover Sheet and Index** - The report cover sheet includes the title, the Project name, the roadway name and number, the beginning and ending mile points. This information will match with the data provided on the title sheet for the plans. The cover sheet will carry the seal of the engineer of record.
- 2) **Project Overview** - including the following:

- a. Project description, including the overall Project scope, including the need for the Project.
 - b. Purpose of the study, including a brief description of the facility design objectives, including the source of the objectives (i.e. environmental regulations, local drainage requirements such as drainage master plans, liability concerns, etc.). This topic will be discussed in more detail in the body of the report. This discussion also includes the following.
 - i. Statement that the design objectives have been met.
 - ii. Explanation about why any design objectives have not been met, if this is the case.
 - c. Key issues affecting Project scope, need, or design.
 - d. Summary of the results, as would be desired by a casual reader of the report, including abbreviated tables of pipe sizes and other facilities for quick reference.
- 3) **Background Information** - including information about the existing conditions and factors influencing the design. It includes the following.
- a. Watershed characteristics, both pre-construction, post-construction, and at the level of buildout expected at the end of the facility design life. Topics to be discussed are drainage area sizes, land uses, and other characteristics affecting drainage.
 - b. Project area characteristics, with emphasis on the drainage systems.
 - i. Pre-construction conditions.
 - ii. Description of the existing drainage facilities.
 - iii. Description of existing drainage problems if present.
 - iv. Condition of the existing system.
 - v. Post-construction conditions, including a description of the proposed facilities.
 - c. The outfall, including the following.
 - i. Description of the outfall, including condition.
 - ii. Discharges expected at the outfall in the pre-construction, post-construction, and buildout at end of design life land use conditions.
 - iii. Discussion of the ability of the outfall to satisfactorily convey the three previously listed discharges.
 - d. Utilities, including the following.
 - i. Summary of the utility location information available and used in the design. Mention the limitations of the utility location data. Mention if utilities are present, there may be conflicts, and the utility locations that are not known.
 - ii. Description of any utilities that affected the design, their effects, and how the effects were addressed in the design.
 - e. Investigations, including the following.
 - i. Research/previous studies used in the design should also be referenced.
 - ii. Site reconnaissance used to collect design data should be mentioned.
- 4) **Design** - including detailed design information.
- a. Design criteria, mentioning all criteria used in the design. References are made to published material available externally, and also to correspondence and other material retained in the supporting data file.

- b. Analysis methods used in the design, including the following.
 - i. Hydrology, including method used, with assumptions.
 - ii. Hydraulics, including method used, with assumptions.
 - c. Narrative and calculations used in the design. Summary of the design calculations will be included in this section, and references are made to detailed information in the supporting data. Include a separate subsection for each facility or system.
- 5) **Maintenance** is addressed in this section, if any special activities will be required, or unusually frequent maintenance is expected. Detailed information will be included in an “Operation & Maintenance Manual”

Task 5.0 Deliverables:

- *Basin Hydraulic Analysis Memo (.pdf)*
- *Concept Treatment sketches & estimates (3) (.pdf)*
- *Draft & Final Preliminary Stormwater Report (.pdf)*
- *Draft & Final Stormwater Report (.pdf)*

Task 6.0 Utility Coordination

6.1 Utility Coordination

Consultant will initiate coordination with utilities and incorporate utility provided relocation plans into the design documents. The locations and elevations of existing utilities and options for resolving conflicts will be investigated. This work will include working with the City and utility companies to “pothole” crossings and other areas to identify and eliminate conflicts. It is expected that potholing will be provided by the utility companies and the Consultant will provide field survey. Once “potholing” data is obtained and mapped, the Consultant will provide it to the agency or company that owns and operates the utility.

Consultant will:

- Host a Utility Coordination Meeting virtually or at the City offices, inviting all known utility owners in the corridor, to confirm completeness of the one-call locates and to begin relocation and undergrounding design. This meeting will occur after the topographic survey (Task 2.2) is complete.
- Prepare a Utility Conflict Report and send utility conflict letters to the affected utility companies describing the conflicts that exist, and the required adjustment to eliminate the conflict. A spreadsheet of centerline reference points and elevations will be provided to utility companies for use in excavating existing utilities (potholing) at points of potential conflicts. Consultant will also provide the conflict list to an independent potholing service who will provide quotes to the utilities and coordinate with the Project team to aid in gathering pothole data. The schedule for making the necessary adjustment ahead of the beginning of road construction will be identified.

- Provide survey utility staking (task 4.3) of the conflict locations to aid utilities in potholing their facilities.
- Review pothole data provided by the utilities and make recommendations (i.e., Subsurface Utility Engineering) to the stormwater design to minimize utility relocation.
- Prepare a Utility Relocation Letter of conflict for each utility notifying them of unavoidable conflicts with a mandatory relocation date.

Task 6.0 Deliverables:

- *Utility Coordination Meeting Notes (.pdf)*
- *Utility Conflict Report (.pdf)*
- *Subsurface Utility Engineering Report (.pdf)*
- *Utility Relocation Letter (.pdf)*

Task 7.0 Environmental

7.1 Wetland Programmatic Memo

Consultant shall review available data and conduct a site visit to confirm Local Wetland Inventory Maps. Prepare programmatic memo for project file summarizing finding. If wetlands are found, a contract amendment will be negotiated for formal delineation, concurrence, and permitting.

Task 7.0 Deliverables:

- *Programmatic Memo (.pdf)*

Task 8.0 Hazardous material

8.1 Hazardous Materials Assessment

The purpose of the Hazardous Materials Corridor Study (HMCS) is to review the development history and current use of the properties adjacent to proposed roadway right-of-way and evaluate whether contaminant releases from these adjacent properties have been reported to regulatory agencies or may have occurred based on the current or known historical uses of the properties.

Consultant shall perform Modified Level 1 HMCS of the project corridor according to American Association of State Highway and Transportation Officials (AASHTO) criteria for a Corridor Study. The study shall generally conform to the scope and limitations of the American Society for Testing and Materials (ASTM) E 1527-13: *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. Standard Practice E 1527-13 addresses the range of contaminants within the scope of the *Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)* and petroleum products.

Performance of a HMCS is intended to reduce but not eliminate uncertainty regarding the existence of environmental conditions within the Project corridor. The AASHTO practice is intended primarily to identify potential sources of contamination and hazardous materials that could impact the project.

Based on the AASHTO guide, the HMCS constitutes appropriate inquiry into current and past uses of properties within the project corridor and is consistent with good commercial or customary practice.

Assumptions:

- Consultant has permission to access the project corridor and all structures necessary to perform the aforementioned activities.
- The Level I HMCS does not include an evaluation for the presence of lead-based paint, asbestos-containing materials, or other hazardous building materials that may be present within the Project corridors. The Level I HMCS also does not include sampling of soil, groundwater or surface water for the presence of hazardous materials identified in the project corridor during the Level I HMCS.

Site Reconnaissance

Consultant’s qualified environmental professional shall conduct a reconnaissance of the project corridor to observe the property to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles. The periphery of the project corridor shall be inspected while on site and from adjacent public thoroughfares.

Consultant shall inspect the project corridor for visual signs of contamination, presence of hazardous materials, and environmental problems. Consultant shall view adjacent parcels and existing uses shall be reviewed for potential environmental impacts. Consultant shall use color photographs to document the condition of the project corridor at the time of the inspection.

Historic Research

Consultant shall attempt to identify historic uses of the project corridor from the present to at least 1940. Consultant shall review one or more of the following standard historical sources, when the records are reasonably ascertainable. These sources include aerial photographs, fire insurance maps, property tax files, recorded land title records, United States Geologic Survey (USGS) topographic maps, city directories, building department records, zoning/land use records, and other historical sources.

Records Review

Consultant shall conduct a records search for the project corridor, which shall include a review of publicly available environmental records obtained from the US Environmental Protection Agency (EPA) and the Oregon Department of Environment Quality (DEQ). The following federal, state, and tribal lists shall be reviewed: National Priorities List (NPL); Comprehensive Environmental Recovery, Compensation, and Liability Information System (CERCLIS); Resource Conservation and Recovery Act (RCRA) Transport, Storage and Disposal (TSD); RCRA generators; Environmental Response Notification System (ERNS); Underground Storage Tank (UST); leaking UST; Hazardous Materials (HAZMAT); and landfill sites. Listed properties within the minimum search distances specified by E 1527-05 shall be identified. Consultant shall review the records and make conclusions based on the data.

In addition, Consultant shall contact County assessor and the environmental health, fire, building, and planning departments, as necessary, for pertinent environmental information pertaining to the project corridor. If necessary, Consultant shall review available files online and/or available from the DEQ

Northwest Region office in Portland, Oregon, for additional records pertaining to the project corridor and surrounding properties.

Physical Setting Review

Consultant shall obtain a current United States Geodetic Survey (USGS) topographic map and current aerial photographs of the project corridor. Consultant shall also review published information regarding soils, geology, and hydrogeology of the project corridor and region.

Task 8.0 Deliverables:

- *Draft and Final Level 1 Hazardous Material Corridor Study (one electronic copy in .PDF form per submittal)*

Task 9.0 Public Involvement/Outreach

Public involvement will be carried out in parallel with the advancement of design. This task includes the work necessary to conduct a public involvement and outreach activities. It is assumed the program will consist of open houses and presentations to City Council.

9.1 Open Houses

Consultant will:

- Prepare materials for and attend up to two (2) public open-houses designed to present the current design of the project. Meetings will either be in person or conducted virtually depending on current COVID-19 meeting requirements. It is anticipated that open houses will be held at the 30% and 60% milestone stages.
- Prepare invitations for City to distribute.

9.2 Council Presentations

Consultant will prepare for and attend up to two (2) City Council meetings to present the current design of the project. Consultant shall use the same meeting material as presented at the public open houses.

Task 9.0 Deliverables:

- *Mailers for City to print/distribute (3)*
- *Open House Plans and Meeting Summaries (2)*
- *Open House Graphics (Strip Map, typical section board, 3D visualizations, timeline)*
- *Public Involvement Summary (1)*

Task 10.0 Preliminary Design (30%)

10.1 Alignment and Grade (30% submittal)

This task will build on the outcome of the conceptual design prepared in a prior phase of the project and refine the roundabout design to further define impacts due to construction.

Consultant will:

- Advance the conceptual design alternative selected in the previous phase of the project. The activity includes but is not limited to modifications of the typical section or design to avoid significant trees, properties, or utilities identified in this phase of the project.
- Provide a 30% design roll plot showing roadway, drainage, and other design features included.

10.2 Photometric Analysis (30% submittal)

Consultant will prepare conceptual lighting memorandum detailing types of lights and approximate locations for approval by City. A photometric analysis will be provided once light types are approved. Conduct up to two (2) photometric analyses of LED fixtures to determine a conceptual-level street light pole layout. Lighting will also include lighting for the landscape features within the roundabout interior.

10.3 Landscape Concept Memo (30% submittal)

Consultant will prepare a conceptual memorandum describing the landscape treatments of the proposed landscape plan for the roadway corridor and water quality facility, including grading, planting, irrigation, monument signage, sculpture, feature lighting, and landscape features as illustrated in 30% strip map under Task 10.1.

10.4 Stormwater Conveyance Concept Alignment and Grade (30% submittal)

Based on the storm drainage report, the Consultant will develop conceptual drainage layout and profile grades. This will validate outfall options and storm drainage system depth. This will also provide locations of potential utility conflicts and potholing needs. Consultant will design storm system and the stormwater quality and quantity facility to the City standards and for the new impervious area being constructed. Consultant will incorporate the current version of the Portland Stormwater Management Manual guidelines and new criteria in sizing stormwater facility.

10.5 Roundabout Design Memo (30% submittal)

Consultant will prepare a memorandum describing the preliminary roundabout design, including the following tasks:

- Prepare exhibits showing "fastest path" speeds for all approaches of the roundabout in accordance with NCHRP Report 672.
- Prepare exhibits showing AutoTurn vehicle paths for all turning and through movements at the roundabout for the design vehicle.

Evaluate stopping and intersection sight distances at roundabout in accordance with NCHRP Report 672. Determine the sight distance triangles needed at each roundabout approach and within the central island as a guideline for potential easements and landscape design. Prepare an exhibit showing the recommended sight lines.

10.6 Construction Estimate

Consultant will provide quantities and 30% design construction cost estimates with each alternative.

Task 10.0 Deliverables:

- *30% Strip Map (one electronic copy in PDF form and one paper copy)*
- *Photometric Plan*
- *Landscape Design concept memo*
- *Conceptual Stormwater Conveyance Layout*
- *Roundabout Design Memo*
- *Cost Estimate*

Task 11.0 Final Design (60%, 90% and 100% Bid Ready)

The outcome of Task 10 will be the foundation for proceeding with the plan production of the preferred design. This task includes the final construction documents necessary to solicit permits and advertise for construction bids. The Consultant shall confirm with the PM following the 30% Submittal and prior to advancing the design to the 60% level.

11.1

11.1 Roadway Construction Plans (60%, 90%, and 100% Bid Ready)

Consultant will prepare construction drawings for the described improvements. The following tasks will complete the final construction plans for the project:

- Before beginning any final construction plans, the project team will meet with City staff to refine design elements identified during the preliminary design and to focus on the parameters of the design.
- Prepare and organize all construction drawings. Identify which City and County standard drawings are needed. The construction plans format will be in accordance with City and County standards. Details will show pay limits for the bid items.
- Design plans will show the existing locations of manholes, catch basins, valves, culverts, utility poles, utility lines (alignment, size, invert elevation, and depth), existing easements, utility lines and sizes, property corners, and approximate property lines.
- Prepare Detailed Grading Sheets.
 - ADA Ramps:
 - Roundabout: 8
 - Driveways: 4
 - Intersections:
 - NE 208th Pl
 - NE 213th Ave
- Finalize Water Quality Facility Design.
- Finalize erosion control plans.
- Finalize Landscape Plans for the interior of the roundabout and other landscape areas, including: grading, planting, irrigation, monument signage, sculpture, feature lighting, and landscape

features as illustrated in the 30% Strip Map and addressed in the Landscape Concept Memo in Task 10.

- Finalize street and storm sewer plans (sizing performed in Task 5). Final profiles will be prepared for street and storm sewer plans. Plans will show proposed right-of-way and easement lines.
- Finalize Hydrant relocation plans.
- Provide signed electronic PDF's and full size print copies of the contract plans.
- Provide digital copies of all deliverables. Plans will be in AutoCAD Civil 3D format.

11.2 Illumination Plans (60%, 90%, and 100% Bid Ready)

Based on photometric analysis developed in task 10.2, consultant will conduct the following to prepare illumination plans:

- Coordinate with City staff, Multnomah County, Pacific Power, and the project design team to confirm applicable design elements including fixture types, fixture wattages, pole heights, and target illumination levels. Include all landscape feature lighting shown in Landscape Plans.
- Coordinate with the power company and the City to verify the street light pole layout and the power source location.

11.3 Signing & Striping Plans (60%, 90%, and 100% Bid Ready)

Consultant will prepare a signing and striping plan per the Manual on Uniform Traffic Control Devices (MUTCD) and County standards.

- Develop up to five (5) signing and striping plan sheets for the project area.
- Develop up to six (6) detail sheets associated with the signing and striping plan.

11.4 Construction Staging Plans (60%, 90%, and 100% Bid Ready)

It is assumed that the roundabout will be constructed in four (4) stages and constructed with asphaltic concrete pavement. The following tasks will complete the temporary traffic control plans (TCP):

- Coordinate with City for construction staging strategies and any local signing or circulation needs.
- Prepare up to sixteen (16) plan sheets detailing each phase of roundabout construction.

11.5 Landscape Construction Plans (60%, 90%, and 100% Bid Ready)

- Consultant will prepare all needed Landscape Plans for the interior of the roundabout and other landscaped areas, including: conceptual grading, planting, irrigation, monument signage, sculpture, feature lighting, and landscape features as illustrated in the 30% Strip Map and addressed in the Landscape Concept Memo in Task 10.

11.6 Landscape Construction Details (60%, 90%, and 100% Bid Ready)

- Consultant will also prepare details for planting, staking, irrigation, and construction details required for construction of landscape features within the roundabout.

11.7 Earthwork Cross Sections & AMG Model Preparation

Consultant will prepare 25' cross sections of the proposed improvements: finish grade, subgrade, and sidewalk; including showing the Right-of-way & easements, and storm system. Prepare grade sheets of the design for the contractor's and inspector's use. A CAD File of the design terrain model will be prepared for the contractor's use in Automated Machine Control Grading.

11.8 Construction Specifications (60%, 90% and 100% Bid Ready)

Consultant will prepare the technical specifications following the ODOT/APWA format. After the 30% strip map has been reviewed, Consultant will prepare an outline of the anticipated specification sections and any special/unique sections. At the 90% submittal, the technical specifications and bid documents will be bound into a formatted, comprehensive document. It is assumed the ODOT 2021 Specification template will be used.

11.9 Construction Estimates (60%, 90% and 100% Bid Ready)

Consultant will provide quantities and construction cost estimates for the 60%, 90%, and 100% submittals.

Task 11.0 Deliverables:

- *60%, 90% & 100% Construction Plans (one electronic copy in PDF. form and four paper copies per submittal)*
- *Roadway Cross Sections (one electronic copy in PDF. form and four paper copies per submittal)*
- *Construction DTM (CAD)*
- *Construction Specifications (60%, 90% and 100% Bid Ready) (one electronic copy in PDF. form and four paper copies per submittal)*
- *Construction Estimates (60%, 90%, and 100% Bid Ready) (one electronic copy in PDF. form and four paper copies per submittal)*

LABOR ESTIMATE - NE Halsey St & Fairview Prkwy Roundabout

Task(-Sub Task)	Notes	Staff	Enter Staff Initials																				WORK TASK/ TASK HOURS	WORK TASK/ TASK COST					
			DXH	WES	JCB	TECH I	NDP	KLS	ABBATE	VELA	HOFFMAN	WEBER	WASLEY	BEESON	TOBIAS	FREDERICY	ADMIN	CAD/GIS	PROJECT SURVEYOR	STAFF SURVEYOR	FIELD SURVEY	JESIC			MONTGOMERY	CHILD	MOREIRA	CURTIS	
	11.7 Earthwork Cross Sections & AMG Model Preparation		2	4	20																						26	\$4,240	
	11.8 Construction Specifications (60%, 90% and 100% Bid Ready)		2	8	16																						26	\$4,680	
	11.9 Construction Estimates (60%, 90% and 100% Bid Ready)		2	8	20																						30	\$5,240	
	Reimbursable Expense																											\$0	
	Task #0011 - Subtotal		14	72	278	408	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	802	\$109,680	
0011	Final Design (60%, 90% and 100% Bid Ready) - Cardno																												
	11.1 Roadway Construction Plans (60%, 90%, and 100% Bid Ready)																					4	40	84			128	\$15,788	
	11.2 Illumination Plans (60%, 90%, and 100% Bid Ready)																										0	\$0	
	11.3 Signing & Striping Plans (60%, 90%, and 100% Bid Ready)																										0	\$0	
	11.4 Construction Staging Plans (60%, 90%, and 100% Bid Ready)																										0	\$0	
	11.5 Landscape Construction Plans (60%, 90%, and 100% Bid Ready)																										0	\$0	
	11.6 Landscape Construction Details (60%, 90%, and 100% Bid Ready)																										0	\$0	
	11.7 Earthwork Cross Sections & AMG Model Preparation																										0	\$0	
	11.8 Construction Specifications (60%, 90% and 100% Bid Ready)																										28	\$3,536	
	11.9 Construction Estimates (60%, 90% and 100% Bid Ready)																					12	16				4	20	\$2,320
	Reimbursable Expense																											\$0	
	Subconsultant Task #0011 - Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	56	116	0	0	176	\$21,644	
0011	Final Design (60%, 90% and 100% Bid Ready) - Abbate Designs																												
	11.1 Roadway Construction Plans (60%, 90%, and 100% Bid Ready)																										12	\$2,340	
	11.2 Illumination Plans (60%, 90%, and 100% Bid Ready)																										12	\$2,340	
	11.3 Signing & Striping Plans (60%, 90%, and 100% Bid Ready)																										0	\$0	
	11.4 Construction Staging Plans (60%, 90%, and 100% Bid Ready)																										0	\$0	
	11.5 Landscape Construction Plans (60%, 90%, and 100% Bid Ready)																										80	\$15,600	
	11.6 Landscape Construction Details (60%, 90%, and 100% Bid Ready)																										56	\$10,920	
	11.7 Earthwork Cross Sections & AMG Model Preparation																										2	\$390	
	11.8 Construction Specifications (60%, 90% and 100% Bid Ready)																										24	\$4,680	
	11.9 Construction Estimates (60%, 90% and 100% Bid Ready)																										26	\$5,070	
	Reimbursable Expense																											\$0	
	Subconsultant Task #0011 - Subtotal		0	0	0	0	0	212	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	212	\$41,340	
TOTAL HOURS			103	149	453	504	34	58	332	10	37	24	2	10	2	30	13	6	54	48	48	46	88	300	5	30	TOTAL HOURS	TOTAL LABOR	
LABOR RATE			\$220.00	\$250.00	\$140.00	\$110.00	\$160.00	\$110.00	\$195.00	\$235.00	\$200.00	\$130.00	\$235.00	\$200.00	\$200.00	\$138.00	\$93.00	\$110.00	\$150.00	\$100.00	\$300.00	\$180.00	\$152.00	\$107.00	\$150.00	\$100.00			
LABOR COST																											2,386	\$361,895	

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

Estimated Phase I 30% Design Cost	Estimated Phase II Final Design Cost	Subtask Totals
		\$4,240.0
		\$4,680.0
		\$5,240.0
		\$0.0
		\$15,788.0
		\$0.0
		\$0.0
		\$0.0
		\$0.0
		\$0.0
		\$0.0
		\$0.0
		\$0.0
		\$0.0
		\$3,536.0
		\$2,320.0
		\$0.0
		\$2,340.0
		\$2,340.0
		\$0.0
		\$0.0
		\$15,600.0
		\$10,920.0
		\$390.0
		\$4,680.0
		\$5,070.0
		\$0.0
		\$0.0
		\$14,343
		\$191,445
		\$184,783
		\$376,228
\$	161,088.36	\$
	215,139.84	
		\$376,228.2

TOTAL REIMBURSABLES	\$14,343
TOTAL KAI FEES	\$191,445
TOTAL SUB FEES	\$184,783
TOTAL PROJECT BUDGET	\$376,228



**CITY OF FAIRVIEW
PROFESSIONAL SERVICES CONTRACT**

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

Company	<u>Kittelson & Associates, Inc.</u>
Federal ID #	<u>93-0964447</u>
Mail Address	<u>851 SW 6th Avenue, Suite 600</u>
City, State Zip	<u>Portland, OR 97204</u>
Phone #	<u>(503) 228-7488</u>
Fax #	<u></u>
E-Mail	<u>dhippenstiel@kittelson.com</u>

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

2. PROJECT MANAGERS. City's project manager is Kelly Uhacz. Consultant's project manager is Darren Hippenstiel. Each party shall give the other timely written notification of any change in their respective project manager.

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

4. RELATIONSHIP OF THE PARTIES.

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

4.2. City oversight/other consultants. In administering this Contract, City may retain the services of an independent project manager, and potentially, other consultants or other contracts for additional or related work as needed to fulfill City's objectives. Consultant shall fully cooperate with such additional contractors and with any City employees concerned with such additional or related work, and shall coordinate the

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

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

5. SCOPE OF WORK. The Consultant shall provide to the City all services related to completion of the project (the "Project") as more particularly described in Consultant's proposal ("Proposal"), attached to this Contract as Exhibit A and incorporated herein by reference. In the event of inconsistencies between this Contract and Exhibit A, the provisions of this Contract shall control. Generally, the services to be performed by the Consultant on the Project consist of the following and as more specifically described in Exhibit A (the "Services"): Engineering Design 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. 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. Except with respect to claims of professional negligence, which shall be addressed in 22.1, 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.

22.1 Professional Liability. 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 professionally negligent acts or omissions of the Consultant or its Sub-contractors, agents, or employees under this Contract.

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 _____, 2020.

FOR THE CONSULTANT:

FOR THE CITY:

Signature

City Administrator

Name (Printed)

Mailing Address
City of Fairview
1300 NE Village Street
Fairview, OR 97024

Company

Federal ID #

Title

APPROVED AS TO FORM:

Mailing Address

City Attorney

City, State, Zip

Phone Number

Fax Number

E-mail



RESOLUTION
(48 - 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 HALSEY ST & FAIRVIEW PRKWAY ROUNDABOUT DESIGN PROJECT**

WHEREAS, in 2017 the City Council adopted the City’s Transportation System Plan; and

WHEREAS, a traffic study of the intersection of NE Halsey Street and Fairview Parkway found that the intersection is performing at a Level of Service (LOS) D and will continue at a LOS D through 2040; and

WHEREAS, the City of Fairview would like to create a gateway to the City at the intersection of NE Halsey Street and Fairview Parkway, and

WHEREAS, the City received proposals to perform engineering and related professional services in response to the 2020 Request for Qualifications for Engineering Services; and

WHEREAS, a Qualifications Based Selection procedure detailed in OAR 137, Division 48 was followed as specified in the City’s Contracting Rules; and

WHEREAS, Kittelson & Associates was selected based on expertise, project understanding, responsiveness, previous work samples and other relevant factor to provide engineering services; and

WHEREAS, Kittleson & Associates desires to enter into a contract with the City of Fairview for professional engineering and related professional services for the NE Halsey St & Fairview Prkwy Roundabout design 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 Kittelson & Associates for the NE Halsey St & Fairview Prkwy Roundabout design 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 21st day of October, 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
October 21, 2020	Work Session #2	2020-75

TO: Mayor and City Council
FROM: Nolan K. Young, City Administrator
DATE: October 15, 2020

ISSUE:

Consider paving two trails leading to Park Cleone.

RELATED COUNCIL GOALS:

Goal #1: Improve pedestrian access.

BACKGROUND:

At the request of Council President Mike Weatherby, Council has been discussing the future of two trails that lead to the south end of Park Cleone. Attached are three maps that show the location of the two sections of trail. The first goes north from Weidler Court to Hancock Street. The second section starts off Hancock Street and exits on San Rafael Street across the street from the north central entrance to Park Cleone.

During the last discussion with Council, staff was asked to look at two options for the upper trail.

1. Investigate the steps necessary to close and vacate the trail to the adjoining property owners.
2. Consider using stairs and if required, railing to address the steepness of the trail.

Vacation of the upper trail:

If the trail is closed we would recommend vacating it to the adjacent property owners. There is a specific process that needs to be followed when vacating right-of-ways like this trail. It includes involvement of the neighborhood and adjoining properties. If the Council wishes to pursue this direction, we would recommend first sending the survey out to the adjacent property owners to see if they are willing to accept the additional right-of-way and to the neighborhood to get their feedback on the proposal. Council would then use that information to decide whether or not to go to the next step of the process which includes a public hearing.

Construction of stairs:

Staff has been discussing this project with a class instructor at the Northwest College of Construction. This group also helped us with improvements at Lakeshore Park. They are interested in taking on the project. The first step would be to hire a consultant to do a survey and design. The college would provide the labor and the city would purchase the materials.

BUDGET IMPLICATIONS:

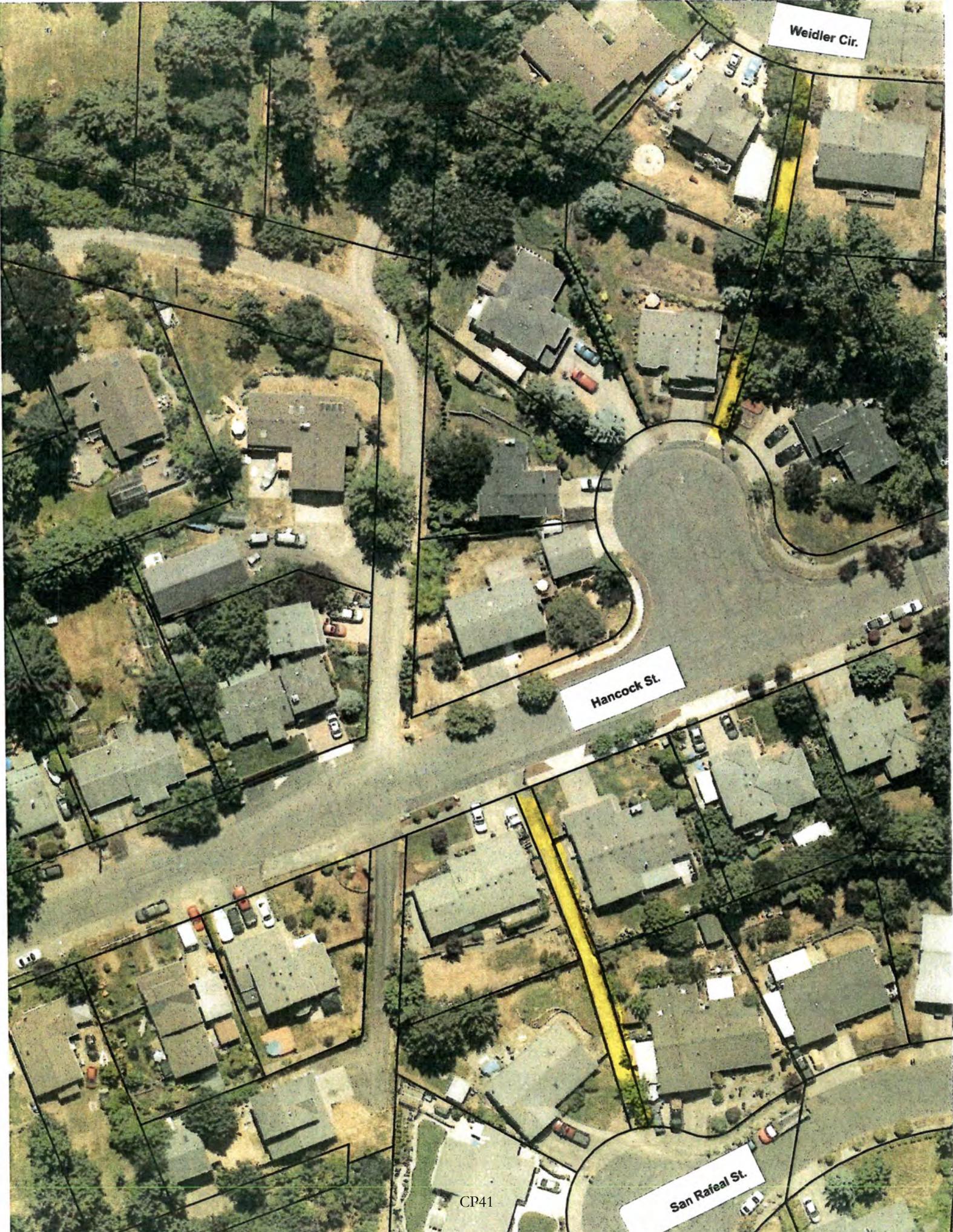
Staff has estimated that this project will cost around \$25,000. Funds are available in the current budget under sidewalk improvements.

RECOMMENDED ACTION:

Do not vacate the upper trail and work with the Northwest College of Construction to pave and construct stairs on the upper trail. Proceed with paving of the lower trail section.

ALTERNATIVE ACTION:

Direct City staff to survey the adjoining property owners and neighborhood on the potential vacation of the lower trail.



Weidler Cir.

Hancock St.

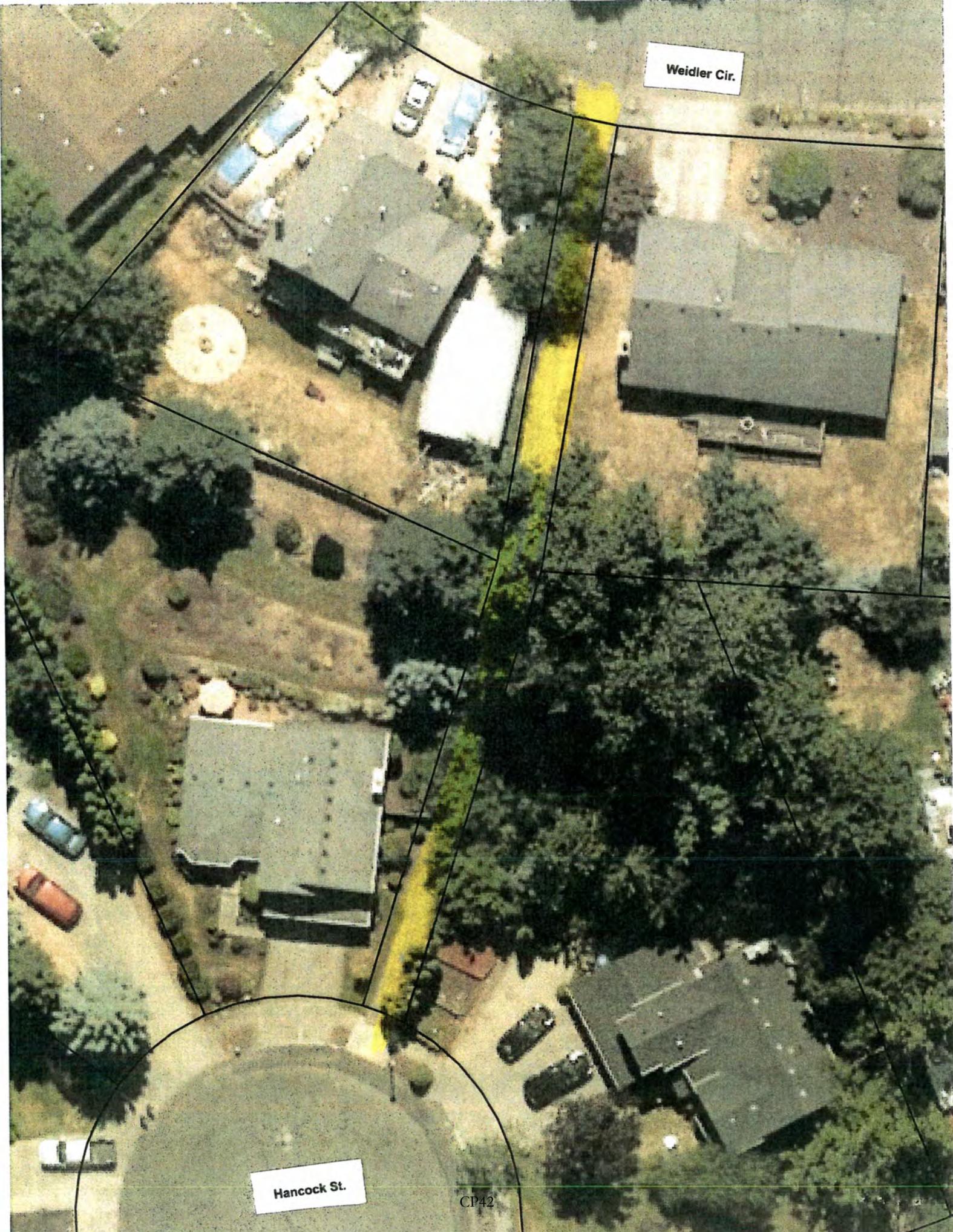
San Rafael St.

CP41

Weidler Cir.

Hancock St.

CP42



San Rafael St.

Hancock St.



**MINUTES
CITY OF FAIRVIEW
CITY COUNCIL**

September 16, 2020

Council Members

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

Staff

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

WORK SESSION (6:00 PM via Zoom)

1. REIMAGINE OREGON

Multnomah County Commissioner Lori Stegmann introduced the Reimagine Oregon initiative and Multnomah County Chair Deborah Kafoury reviewed the elements of the initiative as referenced in Exhibit A.

Commissioner Stegmann briefed the Council on the status of the HOPE Team and other organizations assisting with the homeless issue and providing resources to help individuals transition into housing i.e. LifeWorks NW Rockwood.

Council and the County representatives discussed public safety, mental health resources and support, and the increasing homeless issue.

Councilor Owen asked about the City's contract with MCSO and budget changes. Chair Kafoury replied there are no changes in the budget. Sheriff Reese answered the IGA is clear and the service levels will continue to be provided.

Mayor Cooper expressed the Council's wish to be kept informed of future discussions and to have an opportunity to be involved. Decisions concerning the HOPE Team, School Resource Officers, etc. have a direct impact on Fairview, it's citizens, and quality of life. Councilor's Forsythe and Riordan echoed Mayor Cooper's comments about being included in the conversations and the importance and support for the School Resource Officers and HOPE Team.

Chair Kafoury shared there are sub-committees working on each initiative. This would be an opportunity to engage and participate. If a Councilor is interested, they can contact her office for information.

Commissioner Stegmann encouraged the Council to attend regular forum sessions on a variety of topics facing East County. The next session is on September 23 and the topic is Justice Reform.

COUNCIL MEETING (7:00 PM)

1. CALL TO ORDER

ROLL CALL
PLEDGE OF ALLEGIANCE

2. CITIZEN TESTIMONY FOR NON-AGENDA ITEMS

None.

3. CONSENT AGENDA

a. Minutes of August 19 & September 2, 2020

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

AYES: 7

NOES: 0

ABSTAINED: 0

4. PRESENTATION

a. Fairview Lake Property Owners Association (FLPOA) Annual Report

Greg Button, FLPOA President, presented the annual report as referenced in Exhibit B.

Mayor Cooper thanked FLPOA for their continued work to address the lake issues. He inquired if FLPOA would be willing to share the photos in the presentation with the City to place on the website. Mr. Button commented he believed that would be ok and would look into it.

5. CITY ADMINISTRATOR AND DIRECTOR REPORTS

a. MCSO Monthly Reports – August

Chief Eriksen reviewed the August report and noted the increase traffic accidents.

Mayor Cooper commented the crime and impacts of homelessness long Sandy Blvd. is getting worse; and not just at the on-ramp. Chief Eriksen shared the HOPE Team has been out there. Now that the no-parking signs are posted at 214th and Sandy, many have complied and left the area. The Team is visiting these areas and trying to connect individuals with resources. With the impact of COVID-19 and the reduced shelter occupancy it is a complicated situation.

6. MAYOR/COMMITTEE REPORTS AND COUNCIL REPORTS

Councilor Forsythe shared on October 10 there is a Free Shred Event in front of City Hall. The event is being hosted by the Public Safety Advisory Committee and MCSO.

Councilor Forsythe reported that local business owners shared their concerns with her regarding a temporary loading zone that the City approved for Quad's Garden. The perception is that there is a favoritism to one business and that they are not being listened to. CA Young shared a 90-day temporary permit was issued due to the impacts of COVID-19 regulations; it expires November 17. At the time the permit was issued staff did not outreach to neighboring businesses. Since then, Director Berry has talked to all of the businesses and apologized for our error in not speaking with them prior to the permit issuance. Any further action concerning the permit will be a Council decision.

Councilor Kudrna commented the Community Engagement Committee has been working on a Welcome Back Wednesday campaign for small businesses. It is expected the campaign will launch soon.

7. PUBLIC HEARING

None.

8. COUNCIL BUSINESS

a. Assign Appointed Planning Commission Members to a Position: Resolution 47-2020

CR Leymaster explained Resolution 46-2020 appointing two member to the Planning Commission had an error in the term date of one position. This Resolution clarifies which position with varying term dates the Commissioners will serve in.

Councilor Owen moved to adopt Resolution 47-2020 appointing Thomas Hoffman to the position with a term date of December 31, 2022 and John Sheelar to the position with a term date of December 31, 2021. Councilor Forsythe seconded. Motion passed unanimously.

AYES: 7
NOES: 0
ABSTAINED: 0

9. ADJOURNMENT

Councilor Kudrna moved to adjourn the meeting and Councilor Owen seconded. The motion passed, and the meeting adjourned at 7:46 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.

Multnomah County Community Safety and Reimagine Oregon

Overview

September 16, 2020



Background

One of Multnomah County's key responsibilities is funding parts of the local public safety system:

- Multnomah County Sheriff's Office,
- District Attorney's Office, and
- Department of Community Justice

My commitments as Chair:

- Make the system smarter and more cost-effective
 - Focus on opportunities for prevention, diversion, rehabilitation through housing, treatment, etc.
- Reforming a system that incarcerates too many people of color and those struggling with untreated mental illness.

Ongoing Initiatives & Efforts Underway

INITIATIVE	DESCRIPTION
Juvenile Detention Alternatives Initiative	<ul style="list-style-type: none"> • The County has been a member of this initiative for more than 20 years • Has resulted in substantially fewer youth in detention, lower rates of disparities, and more investments in diversion and community based programs,
Pre-trial System Review and Reforms	<ul style="list-style-type: none"> • County is part of the MacArthur Foundation's Safety and Justice Challenge to reduce over reliance on jail. • Examines the current Pretrial System, with the goal of creating a smarter risk-based system.
LEAD Program Redesign	<ul style="list-style-type: none"> • Running in Multnomah County since 2017 (based on Seattle, Wash. model) • Goal is to give police officers the chance to directly refer people struggling with drug addiction towards services and social workers.
Criminal Justice System Transformation	<ul style="list-style-type: none"> • Launched from <i>2020 What Works in Public Safety Conference</i>; focused on criminal justice system transformation. • Local and national experts, plus local public safety officials and elected leaders, gathered to focus attention on strategies that address the root causes of crime.



Reimagine Oregon

Formed earlier this summer in the wake of George Floyd's murder and nationwide protests

Group consists of prominent Black leaders in our community, and focused on advancing policy actions that dismantle institutional racism.

Multnomah County was one of several jurisdictions invited to participate.

We agreed to work on a number of issues they raised, including law enforcement and housing.



FY21 Budget - Initial Response

New Culturally Specific Investments

- Transitional housing for people with mental illness
- Employment support for people coming out of jail
- Assistance to overcome legal barriers and reducing fines
- Mobile mental health services for people coming back from jail/prison
- Increased supports for youth on probation and families

Budget Notes and Briefings

- Electronic monitoring
- MCSO training
- MCSO jail labor



Other Commitments

Housing

- Robust Fair Housing testing countywide
- Anti-Displacement strategies countywide

Social Services

- Expanding culturally specific behavioral health services

Economic Development

- Publicly funded/subsidized projects should include First Source hiring
- Jobs on publicly funded projects must meet “high road” standards and provide a living wage.



Working with East County Residents

There are unique needs in East County.

Commitment to meeting with local cities and residents to hear about the impact of future decisions.

Regular issue forum events - sessions on a variety of priorities facing East County

- 9/23 Justice Reform Listening Session
- Events archived at <https://multco.us/commissioner-stegmann>





 **FAIRVIEW LAKE**
Property Owners Association

FLPOA Mission

- Lake Management
 - Recreation; Safety & Health; wildlife habitat
- Property values



30.12 mHg | 8.46T | 02/24/2013 04:14PM PARADISE

 **FAIRVIEW LAKE**
Property Owners Association

FLPOA Leadership

- Greg Button– President
- Katy Parsons– Vice President
- Sally Flanigan– Secretary
- Charles Flaum– Treasurer
- Bob Dolphin– Lake Manager
- City of Fairview- Cathi Forsythe
- Allan Berry



FAIRVIEW LAKE
Property Owners Association

MCDD – City of Fairview – FLPOA

- First Lake Agreement in 2004
 - Defined Transition and future roles
- Amended Agreement 2020
- Renews every year
 - City assessment 10% of prior year operating expenses



Fairview Lake 2011



 **FAIRVIEW LAKE**
Property Owners Association

Weed Management

- 2010 and before, removal by property owners
- 2011 Manual removal with all recreation stopped by mid-July
- 2012- Single treatment -\$23,500
- 2013-No Treatment
- 2014- Single Treatment -\$18,700
- 2015- Single Treatment -\$20,365
- 2016- Single Treatment -\$20,165



FAIRVIEW LAKE
Property Owners Association

Weed Management

2017- Two Treatments -\$19,000
2018- One Treatment \$14,000
2019- Two Treatments \$18,500
2020- One Treatment \$20,000*

Cost includes testing water for Diquat and Depleted Oxygen.
DEQ Permit allows 50-acre treatment at application. (47%)



FAIRVIEW LAKE
Property Owners Association

Weed Management Long Term Solutions

- Reduce nutrient load into lake specifically phosphorus by restoring ecological function to sections of Fairview Creek by working with our partners. (Fairview City, MCDD, Watershed Council)
- Increase Lake Depth
- Continue home owner education
- Renewed permit DEQ



FAIRVIEW LAKE
Property Owners Association

Blue Green Algae

- Naturally occurring in high nutrient load lakes
- State program run by Health Department
- FLPOA follows OHA protocol
 - Observe
 - Test
 - Notify
 - FLPOA bears costs for testing and notification of public health issues



FAIRVIEW LAKE
Property Owners Association

Fairview Lake Issues

- Aquatic weeds
- Toxic algae potential
- Silting in N.W. corner and canals
- Bank Erosion – near two islands north side



FAIRVIEW LAKE
Property Owners Association

Financials

- Income
- Total dues (156 owners, 161 lots+ city) \$26,313
- Payments received \$24,388
- Payments deferred \$450
- Payments received for previous years \$600
- Unpaid current year \$1925
- Delinquent previous years \$8522
- Members delinquent previous years 13 Years
- Members delinquent greater than 5 years 4 Years

- 2020 paid percentage by lots..... 91.2%
- 2020 paid percentage by members... 91.7%

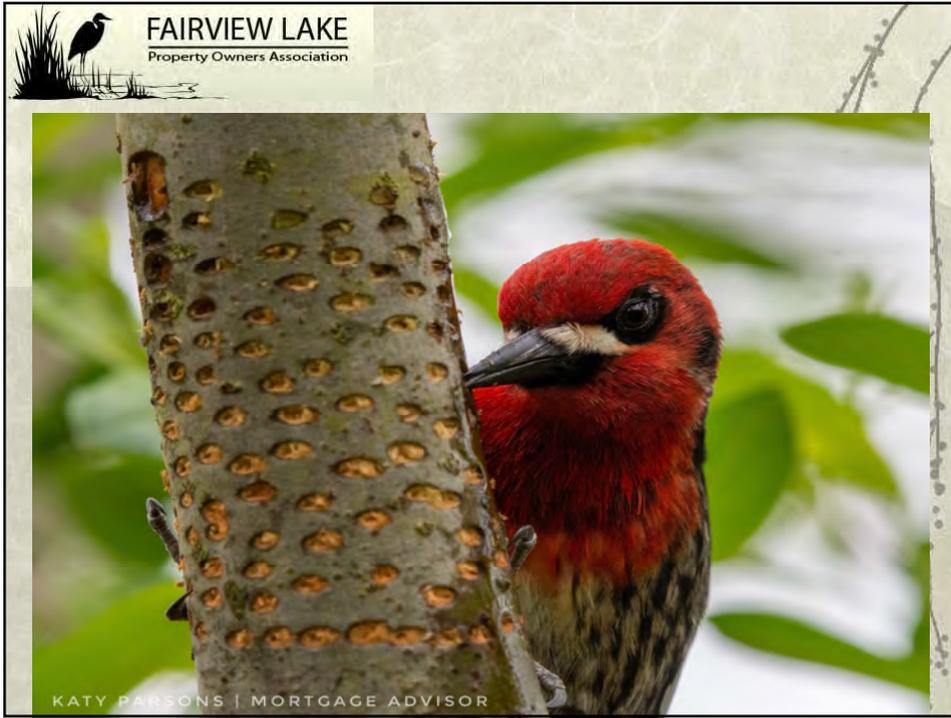


FAIRVIEW LAKE
Property Owners Association

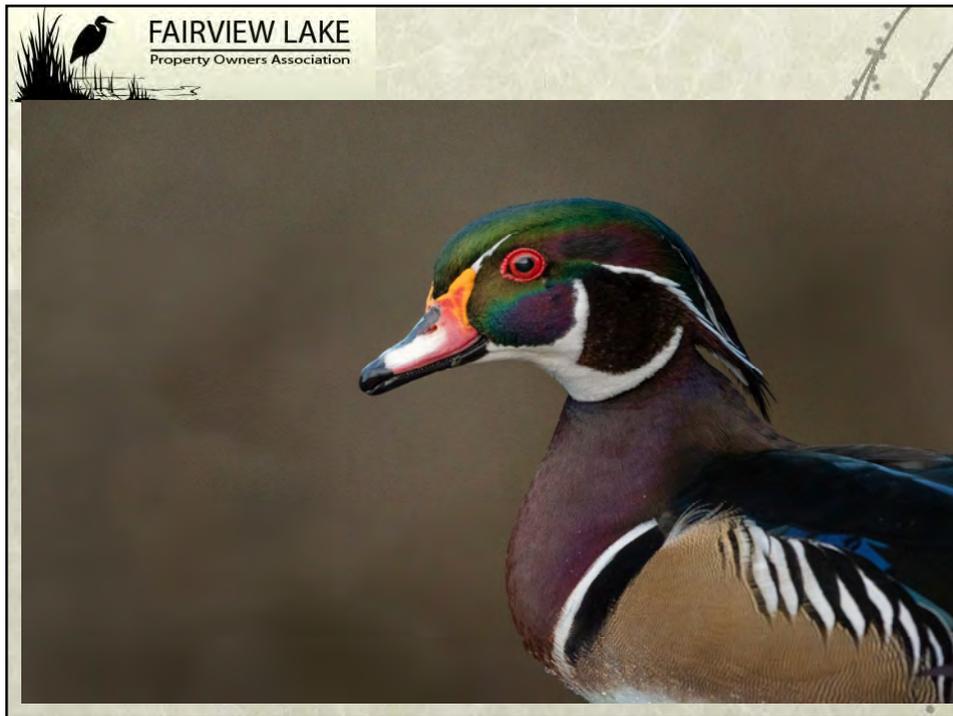
Cash Balances:

Checking Account	\$45,752.40
Savings Account	\$21,707.22
Total Cash Balance	<u>\$67,459.62</u>
Accounts receivable total	\$10,372.26
FLYC Flag fund deficit	\$364.00
Frozen(Deferred)accounts total	\$4,525.00
Bad Debt total	<u>\$9,662.17</u>





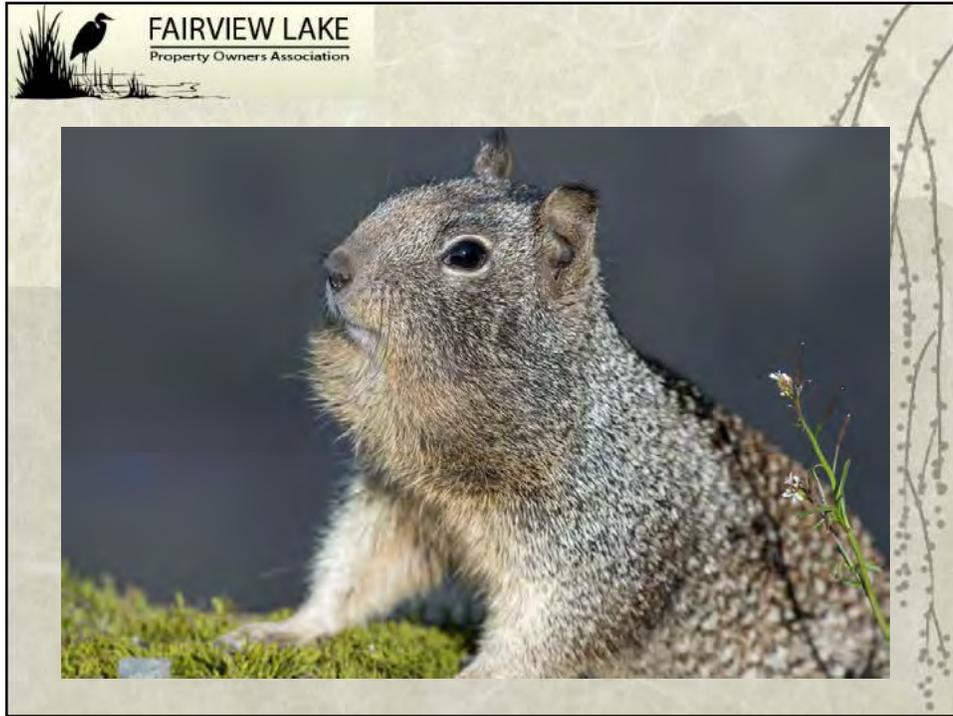














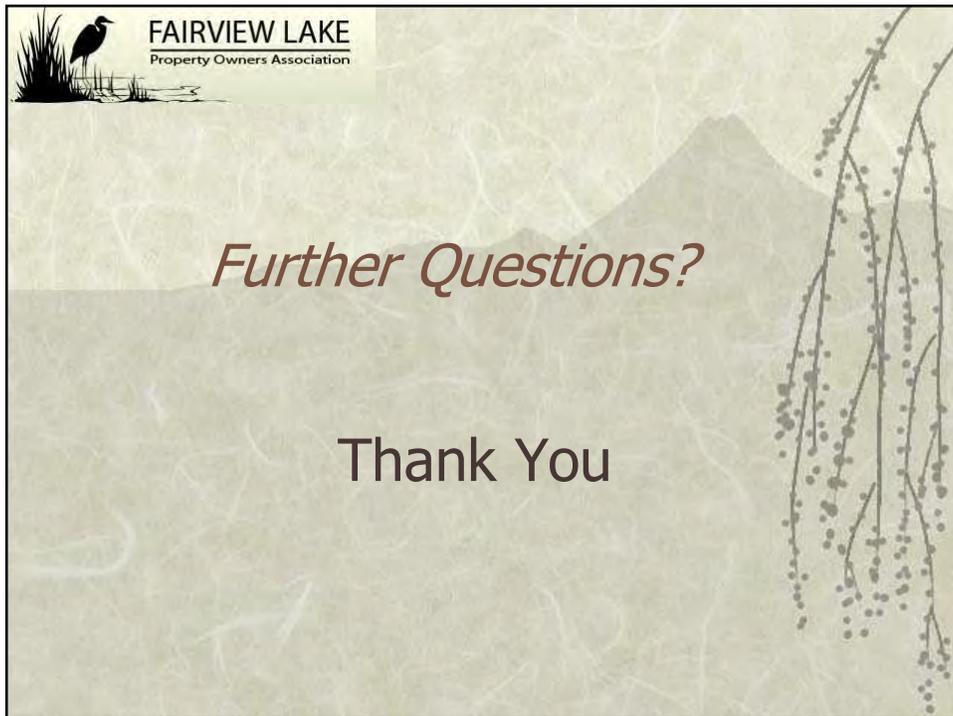












**MINUTES
CITY OF FAIRVIEW
CITY COUNCIL**

October 7, 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
Chris Crean, City Attorney
Devree Leymaster, City Recorder

EXECUTIVE SESSION (6:00 PM) Via Zoom

Council convened into Executive Session under the authority of 192.660(2)(e) – Discussion related to Real Property Transactions at 6:00 PM and adjourned at 6:25 PM.

SPECIAL COUNCIL MEETING (6:30 PM) Via Zoom

1. CALL TO ORDER

ROLL CALL

2. COUNCIL BUSINESS

a. Authorize the City Administrator to Enter into a Land Purchase Agreement: Resolution 44-2020
City Administrator Young explained the proposal is to purchase approximately 5.7 acres of vacant land at the corner of Halsey and Village Streets. The City will purchase the property and ask the Urban Renewal Agency (URA) to reimburse the City the \$250,000 earnest money and to make the payment of \$1.4million at closing. The Urban Renewal Plan will need to be amended by the City Council. The City will enter into an IGA with the URA for the purchase. These items are scheduled for consideration on October 21, 2020.

Councilor Owen moved to approve Resolution 44-2020 and Councilor Riordan seconded. The motion passed unanimously.

AYES: 7
NOES: 0
ABSTAINED: 0

b. Authorize the City Administrator to Enter into a Land Purchase Agreement: Resolution 51-2020
CA Young summarized the proposal is for the City to purchase a 0.18-acre vacant lot. The property will be included in the Urban Renewal Plan revision and IGA for the URA to reimburse the City for the purchase at the October 21 meetings.

Council President Weatherby clarified the City is purchasing, not leasing, the property. CA Young replied yes, the City is purchasing the property. He noted there are other properties that may be leased and other potential projects to be considered in the future.

Councilor Owen moved to approve Resolution 51-2020 and Councilor Kudrna seconded. The motion passed unanimously.

AYES: 7
NOES: 0
ABSTAINED: 0

3. ADJOURNMENT

Councilor Kudrna moved to adjourn the meeting and Councilor Forsythe seconded. The motion passed, and the meeting adjourned at 6:39 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
October 14, 2020	3.b.	2020-76

TO: Mayor and City Council
FROM: Devree Leymaster, City Recorder
THRU: Nolan K. Young, City Administrator
DATE: October 13, 2017

ISSUE:

Appointment to the Portland International Airport Citizen Noise Advisory Committee.

BACKGROUND:

The Cities of Fairview, Troutdale and Wood Village collectively appoint one member to the Portland International Airport Citizen Noise Advisory Committee.

The term of Wood Village Council Member Mark Clark who has been serving in that position is expiring. Given the technical nature of noise, the Port of Portland places significant value on longstanding membership. Mark Clark is willing to continue to serve on the Committee.

EXHIBITS

Exhibit A: Letter from the Port of Portland
Exhibit B: Resolution 52-2020

COUNCIL ALTERNATIVES:

1. Move to adopt Resolution 52-2020. This will consent to the reappointment of Mark Clark to the Portland International Airport Citizen Noise Advisory Committee.
2. Submit the name of another candidate to be considered by the cities for appointment to the Portland International Airport Citizen Noise Advisory Committee.



September 18, 2020

Nolan Young
City of Fairview
1300 NE Village Street
Fairview, OR 97024-3817

Ray Young
City of Troutdale
219 E. Hist. Columbia River Hwy.
Troutdale, OR 97060

Greg Dirks
City of Wood Village
23335 NE Halsey
Wood Village, OR 97060-2812

Dear Nolan, Ray and Greg,

The cities of Fairview, Troutdale and Wood Village have one appointment to the 15-member Portland International Airport Citizen Noise Advisory Committee (PDX CNAC). This position has been filled by Mark Clark, who wishes to serve another term. This requires re-appointment by the three cities.

This committee is charged with:

- Acting on behalf of local jurisdictions as the official forum to address community PDX aircraft noise concerns;
- Monitoring and providing input on the implementation of the current PDX Noise Compatibility Plan;
- Reviewing aircraft noise issues and providing advice on issue resolution and follow-up action;
- Developing ideas and recommending proposals for consideration in future airport noise plans;
- Participating on advisory committees involved in long-range airport facilities and capital improvement planning;
- Enhancing citizen understanding of aircraft noise management through the work of the CNAC as a whole; and
- Periodically briefing the Port of Portland Board of Commissioners and other appointing jurisdictions on the work of the committee.

The committee generally meets the second Thursday evening of every odd-numbered month. With COVID-19, meetings have been taking place remotely and will continue to do so until it is safe to gather. Please call me at (503) 334-6404 if you have questions about the information provided or to notify me of your appointment. Thanks in advance for your assistance.

Sincerely,

Emerald Bogue
Director of Regional Government and Community Affairs

c: Phil Stenstrom, Senior Manager of Airport Operations and Noise



RESOLUTION
(52-2020)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL CONSENTING TO THE REAPPOINTMENT OF MARK CLARK TO THE PORTLAND INTERNATIONAL AIRPORT CITIZEN NOISE ADVISORY COMMITTEE

WHEREAS, the Cities of Fairview, Troutdale and Wood Village collectively appoint one member to the Portland International Airport Citizen Noise Advisory Committee; and

WHEREAS, the term of Wood Village Council Member Mark Clark has been serving in that position is expiring; and

WHEREAS, given the technical nature of noise, the Port of Portland places significant value on longstanding membership; and

WHEREAS, Mark Clark is willing to continue to serve on the Committee

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

Section 1 The City of Fairview consents to the reappointment of Mark Clark to the Portland International Airport Citizen Noise Advisory Committee.

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

Resolution adopted by the City Council of the City of Fairview, this 21st day of October, 2020.

ATTEST

Mayor, City of Fairview
Brian Cooper

City Recorder, City of Fairview
Devree Leymaster

Date

Multnomah County Sheriff's Office

Calls for Service Log

Fairview

September 1, 2020 to September 30, 2020
Priority 1-2 and Traffic Crimes Only

Incident	Time Stamps	Location	Dispatch Remarks	Clearance Info
ACCHRP 20-40071 Priority: 3 Dispatched Unit: 5P31	Occurred: 9/1/2020 13:33:27 Dispatched: 9/1/2020 13:39:34 At Scene: 9/1/2020 13:50:46 Cleared: 9/1/2020 14:12:18 Response Time: 11 minutes, 12 seconds Time on Scene: 0 hours, 21 minutes	Address: 22500 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
AFALSE 20-40217 Priority: 1 Dispatched Unit: 5P61	Occurred: 9/2/2020 10:51:27 Dispatched: 9/2/2020 10:56:43 At Scene: 9/2/2020 11:05:24 Cleared: 9/2/2020 11:13:42 Response Time: 8 minutes, 41 seconds Time on Scene: 0 hours, 8 minutes	Address: 2600 BLOCK NE FAIRVIEW PKWY [SHELL City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
VANDP 20-40255 Priority: 2 Dispatched Unit: 3754	Occurred: 9/2/2020 14:05:07 Dispatched: 9/2/2020 14:08:21 At Scene: 9/2/2020 14:15:54 Cleared: 9/2/2020 14:50:19 Response Time: 7 minutes, 33 seconds Time on Scene: 0 hours, 34 minutes	Address: NE 205TH AVE / NE SANDY BLVD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)
SUICD 20-40291 Priority: 2 Dispatched Unit: 5P84	Occurred: 9/2/2020 18:24:38 Dispatched: 9/2/2020 18:27:59 At Scene: 9/2/2020 18:30:40 Cleared: 9/2/2020 19:04:22 Response Time: 2 minutes, 41 seconds Time on Scene: 0 hours, 33 minutes	Address: 22700 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)
DOMP 20-40304 Priority: 2 Dispatched Unit: 5P32	Occurred: 9/2/2020 20:56:40 Dispatched: 9/2/2020 20:58:03 At Scene: 9/2/2020 21:02:36 Cleared: 9/2/2020 21:07:06 Response Time: 4 minutes, 33 seconds Time on Scene: 0 hours, 4 minutes	Address: 20100 BLOCK NE THOMPSON ST [IND #D APT City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
DISTP 20-40311 Priority: 2 Dispatched Unit: 5P62	Occurred: 9/2/2020 21:35:21 Dispatched: 9/2/2020 21:37:08 At Scene: 9/2/2020 21:47:25 Cleared: 9/2/2020 22:07:47 Response Time: 10 minutes, 17 seconds Time on Scene: 0 hours, 20 minutes	Address: 20100 BLOCK NE THOMPSON ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)
DISTP 20-40330 Priority: 2 Dispatched Unit: 5P33	Occurred: 9/3/2020 00:20:51 Dispatched: 9/3/2020 00:23:42 At Scene: 9/3/2020 00:26:31 Cleared: 9/3/2020 01:11:00 Response Time: 2 minutes, 49 seconds Time on Scene: 0 hours, 44 minutes	Address: 22500 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: B - ARREST (CITE-IN-LIEU)
DISTP 20-40339 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/3/2020 01:51:17 Dispatched: 9/3/2020 01:52:52 At Scene: 9/3/2020 01:55:48 Cleared: 9/3/2020 02:00:03 Response Time: 2 minutes, 56 seconds Time on Scene: 0 hours, 4 minutes	Address: 20800 BLOCK NE SANDY BLVD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: G - UNABLE TO LOCATE PERSON OR LOCATION
WELCKP 20-40419 Priority: 2 Dispatched Unit: 5P71	Occurred: 9/3/2020 15:14:36 Dispatched: 9/3/2020 15:19:43 At Scene: 9/3/2020 15:26:59 Cleared: 9/3/2020 15:30:53 Response Time: 7 minutes, 16 seconds Time on Scene: 0 hours, 3 minutes	Address: 1500 BLOCK NE 205TH AVE City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
MEDICL 20-40444 Priority: 2 Self-Initiated Unit: 5A9	Occurred: 9/3/2020 16:59:14 Dispatched: 9/3/2020 16:59:14 At Scene: 9/3/2020 16:59:14 Cleared: 9/3/2020 17:24:53 Response Time: 0 minutes, 0 seconds Time on Scene: 0 hours, 25 minutes	Address: NE FAIRVIEW PKWY / I84 FWY[ON THE OVPS City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: A - ARREST (PHYSICAL)
DISTP 20-40480 Priority: 2 Dispatched Unit: 5S96	Occurred: 9/3/2020 22:15:12 Dispatched: 9/3/2020 22:17:50 At Scene: 9/3/2020 22:23:32 Cleared: 9/3/2020 22:45:48 Response Time: 5 minutes, 42 seconds Time on Scene: 0 hours, 22 minutes	Address: 22700 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)
DISTW 20-40537 Priority: 2 Dispatched Unit: 5P81	Occurred: 9/4/2020 10:58:47 Dispatched: 9/4/2020 11:00:33 At Scene: 9/4/2020 11:04:09 Cleared: 9/4/2020 11:47:09 Response Time: 3 minutes, 36 seconds Time on Scene: 0 hours, 43 minutes	Address: 20300 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)

Multnomah County Sheriff's Office

Calls for Service Log

Fairview

September 1, 2020 to September 30, 2020
Priority 1-2 and Traffic Crimes Only

Incident	Time Stamps	Location	Dispatch Remarks	Clearance Info
THRETP 20-40643 Priority: 2 Dispatched Unit: 5P73	Occurred: 9/5/2020 04:58:33 Dispatched: 9/5/2020 05:00:04 At Scene: 9/5/2020 05:05:02 Cleared: 9/5/2020 05:17:15 Response Time: 4 minutes, 58 seconds Time on Scene: 0 hours, 12 minutes	Address: 20800 BLOCK NE SANDY BLVD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
TMETP 20-40657 Priority: 2 Dispatched Unit: 5P71	Occurred: 9/5/2020 09:44:04 Dispatched: 9/5/2020 09:46:17 At Scene: 9/5/2020 09:51:19 Cleared: 9/5/2020 09:54:40 Response Time: 5 minutes, 2 seconds Time on Scene: 0 hours, 3 minutes	Address: NE HALSEY ST / NE 223RD AVE [WELCKP/2/MALE DOWN UNCHECKED City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
DISTP 20-40662 Priority: 2 Dispatched Unit: 5P81	Occurred: 9/5/2020 10:33:40 Dispatched: 9/5/2020 10:37:03 At Scene: 9/5/2020 10:43:27 Cleared: 9/5/2020 12:13:54 Response Time: 6 minutes, 24 seconds Time on Scene: 1 hours, 30 minutes	Address: 400 BLOCK BRIDGE ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: A - ARREST (PHYSICAL)
WELCKP 20-40744 Priority: 2 Dispatched Unit: 5P63	Occurred: 9/5/2020 22:35:24 Dispatched: 9/5/2020 22:36:45 At Scene: Cleared: 9/5/2020 22:47:28 Response Time: Time on Scene:	Address: EB 184 FWY AT / NE FAIRVIEW PKWY EXIT City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: G - UNABLE TO LOCATE PERSON OR LOCATION
WELCKP 20-40761 Priority: 2 Dispatched Unit: 5P63	Occurred: 9/6/2020 01:35:05 Dispatched: 9/6/2020 01:36:52 At Scene: 9/6/2020 01:42:19 Cleared: 9/6/2020 01:49:30 Response Time: 5 minutes, 27 seconds Time on Scene: 0 hours, 7 minutes	Address: 22700 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
WELCKP 20-40800 Priority: 2 Dispatched Unit: 5P81	Occurred: 9/6/2020 12:06:32 Dispatched: 9/6/2020 12:09:27 At Scene: 9/6/2020 12:27:49 Cleared: 9/6/2020 12:36:15 Response Time: 18 minutes, 22 seconds Time on Scene: 0 hours, 8 minutes	Address: 1900 BLOCK NE 205TH AVE City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
DISTP 20-40855 Priority: 2 Dispatched Unit: 5P84	Occurred: 9/6/2020 17:30:08 Dispatched: 9/6/2020 17:36:51 At Scene: 9/6/2020 17:39:52 Cleared: 9/6/2020 18:33:42 Response Time: 3 minutes, 1 seconds Time on Scene: 0 hours, 53 minutes	Address: 21100 BLOCK NE SANDY BLVD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: A - ARREST (PHYSICAL)
DISTP 20-40888 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/7/2020 00:08:50 Dispatched: 9/7/2020 00:12:33 At Scene: 9/7/2020 00:17:43 Cleared: 9/7/2020 00:33:29 Response Time: 5 minutes, 10 seconds Time on Scene: 0 hours, 15 minutes	Address: 20400 BLOCK NE SANDY BLVD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
WELCKP 20-40897 Priority: 2 Dispatched Unit: 5P53	Occurred: 9/7/2020 03:38:26 Dispatched: 9/7/2020 03:42:42 At Scene: 9/7/2020 03:47:07 Cleared: 9/7/2020 04:36:06 Response Time: 4 minutes, 25 seconds Time on Scene: 0 hours, 48 minutes	Address: 22700 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
WELCKP 20-40903 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/7/2020 06:23:30 Dispatched: 9/7/2020 06:25:19 At Scene: 9/7/2020 06:28:30 Cleared: 9/7/2020 06:43:22 Response Time: 3 minutes, 11 seconds Time on Scene: 0 hours, 14 minutes	Address: 22100 BLOCK NE PARK LN City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
ASSLTP 20-40917 Priority: 2 Dispatched Unit: 5P81	Occurred: 9/7/2020 09:26:58 Dispatched: 9/7/2020 09:31:14 At Scene: 9/7/2020 09:37:40 Cleared: 9/7/2020 10:18:29 Response Time: 6 minutes, 26 seconds Time on Scene: 0 hours, 40 minutes	Address: 22100 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
MEDICL 20-41028 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/8/2020 02:19:49 Dispatched: 9/8/2020 02:20:17 At Scene: 9/8/2020 02:28:14 Cleared: 9/8/2020 03:28:26 Response Time: 7 minutes, 57 seconds Time on Scene: 1 hours, 0 minutes	Address: 20200 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: A - ARREST (PHYSICAL)

For Public Release

Multnomah County Sheriff's Office

Calls for Service Log

Fairview

September 1, 2020 to September 30, 2020
Priority 1-2 and Traffic Crimes Only

Incident	Time Stamps	Location	Dispatch Remarks	Clearance Info
AFALSE 20-41041 Priority: 2 Dispatched Unit: 5P43	Occurred: 9/8/2020 05:40:12 Dispatched: 9/8/2020 05:43:23 At Scene: 9/8/2020 05:48:15 Cleared: 9/8/2020 05:56:41 Response Time: 4 minutes, 52 seconds Time on Scene: 0 hours, 8 minutes	Address: 21600 BLOCK NE GLISAN ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
ACCHR 20-41075 Priority: 7 Dispatched Unit: 5P51	Occurred: 9/8/2020 09:59:05 Dispatched: 9/8/2020 10:06:19 At Scene: 9/8/2020 10:44:46 Cleared: 9/8/2020 10:52:37 Response Time: 38 minutes, 27 seconds Time on Scene: 0 hours, 7 minutes	Address: 2800 BLOCK NE ARBORCREST DR City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
DISTP 20-41109 Priority: 2 Dispatched Unit: 5P51	Occurred: 9/8/2020 11:55:31 Dispatched: 9/8/2020 11:57:08 At Scene: 9/8/2020 11:58:28 Cleared: 9/8/2020 12:55:51 Response Time: 1 minutes, 20 seconds Time on Scene: 0 hours, 57 minutes	Address: 20600 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
DISTP 20-41165 Priority: 2 Dispatched Unit: 5P32	Occurred: 9/8/2020 16:59:48 Dispatched: 9/8/2020 17:02:55 At Scene: 9/8/2020 17:08:04 Cleared: 9/8/2020 18:00:29 Response Time: 5 minutes, 9 seconds Time on Scene: 0 hours, 52 minutes	Address: 22700 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)
BURGP 20-41225 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/9/2020 01:53:49 Dispatched: 9/9/2020 01:55:19 At Scene: 9/9/2020 01:58:45 Cleared: 9/9/2020 03:02:14 Response Time: 3 minutes, 26 seconds Time on Scene: 1 hours, 3 minutes	Address: 1700 BLOCK FAIRVIEW AVE City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)
ACCHR 20-41301 Priority: 7 Dispatched Unit: 5P82	Occurred: 9/9/2020 18:17:49 Dispatched: 9/9/2020 18:20:59 At Scene: 9/9/2020 18:31:09 Cleared: 9/9/2020 19:45:24 Response Time: 10 minutes, 10 seconds Time on Scene: 1 hours, 14 minutes	Address: NE HALSEY ST / 7TH ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)
WELCKP 20-41470 Priority: 2 Dispatched Unit: 5P42	Occurred: 9/10/2020 18:51:51 Dispatched: 9/10/2020 18:54:16 At Scene: 9/10/2020 18:57:58 Cleared: 9/10/2020 19:27:49 Response Time: 3 minutes, 42 seconds Time on Scene: 0 hours, 29 minutes	Address: NE 223RD AVE / NE SANDY BLVD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
ROVIOP 20-41489 Priority: 2 Dispatched Unit: 5P82	Occurred: 9/10/2020 20:57:53 Dispatched: 9/10/2020 21:00:41 At Scene: 9/10/2020 21:06:52 Cleared: 9/10/2020 21:21:19 Response Time: 6 minutes, 11 seconds Time on Scene: 0 hours, 14 minutes	Address: 22700 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: G - UNABLE TO LOCATE PERSON OR LOCATION
WELCKP 20-41503 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/10/2020 22:51:03 Dispatched: 9/10/2020 22:52:14 At Scene: 9/10/2020 22:54:23 Cleared: 9/11/2020 00:34:51 Response Time: 2 minutes, 9 seconds Time on Scene: 1 hours, 40 minutes	Address: 21400 BLOCK NE SANDY BLVD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: A - ARREST (PHYSICAL)
ROVIOP 20-41516 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/11/2020 01:49:17 Dispatched: 9/11/2020 01:50:26 At Scene: 9/11/2020 01:56:23 Cleared: 9/11/2020 02:25:02 Response Time: 5 minutes, 57 seconds Time on Scene: 0 hours, 28 minutes	Address: 22700 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
DOMP 20-41642 Priority: 2 Dispatched Unit: 5P84	Occurred: 9/11/2020 19:21:21 Dispatched: 9/11/2020 19:23:09 At Scene: 9/11/2020 19:26:28 Cleared: 9/11/2020 19:43:10 Response Time: 3 minutes, 19 seconds Time on Scene: 0 hours, 16 minutes	Address: 2800 BLOCK NE BLOSSOM HILL RD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
WELCKP 20-41908 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/13/2020 23:15:50 Dispatched: 9/13/2020 23:18:29 At Scene: 9/13/2020 23:22:43 Cleared: 9/13/2020 23:43:03 Response Time: 4 minutes, 14 seconds Time on Scene: 0 hours, 20 minutes	Address: EB I84 FWY AT / NE 223RD AVE City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED

For Public Release

Multnomah County Sheriff's Office

Calls for Service Log

Fairview

September 1, 2020 to September 30, 2020
Priority 1-2 and Traffic Crimes Only

Incident	Time Stamps	Location	Dispatch Remarks	Clearance Info
AXEMPT 20-41933 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/14/2020 06:04:51 Dispatched: 9/14/2020 06:06:58 At Scene: 9/14/2020 06:08:38 Cleared: 9/14/2020 06:12:54 Response Time: 1 minutes, 40 seconds Time on Scene: 0 hours, 4 minutes	Address: 200 BLOCK MAIN ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
SUIDC 20-42049 Priority: 2 Dispatched Unit: 5P84	Occurred: 9/14/2020 17:37:13 Dispatched: 9/14/2020 17:39:20 At Scene: 9/14/2020 17:50:17 Cleared: 9/14/2020 18:33:44 Response Time: 10 minutes, 57 seconds Time on Scene: 0 hours, 43 minutes	Address: 1000 BLOCK NE MULTNOMAH DR City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: A - ARREST (PHYSICAL)
Null	Occurred: 9/15/2020 16:30:32 Dispatched: 9/15/2020 16:37:13 At Scene: 9/15/2020 16:42:14 Cleared: 9/15/2020 16:51:55 Response Time: 5 minutes, 1 seconds Time on Scene: 0 hours, 9 minutes	Address: 300 BLOCK 7TH ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
DISTP 20-42355 Priority: 2 Dispatched Unit: 5P84	Occurred: 9/16/2020 15:06:22 Dispatched: 9/16/2020 15:07:25 At Scene: 9/16/2020 15:09:53 Cleared: 9/16/2020 15:36:28 Response Time: 2 minutes, 28 seconds Time on Scene: 0 hours, 26 minutes	Address: 500 BLOCK BRIDGE ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)
DISTP 20-42542 Priority: 2 Dispatched Unit: 5P72	Occurred: 9/17/2020 19:03:28 Dispatched: 9/17/2020 19:05:59 At Scene: 9/17/2020 19:11:57 Cleared: 9/17/2020 19:21:49 Response Time: 5 minutes, 58 seconds Time on Scene: 0 hours, 9 minutes	Address: 300 BLOCK 7TH ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)
WELCKP 20-42545 Priority: 2 Dispatched Unit: 5P72	Occurred: 9/17/2020 19:51:00 Dispatched: 9/17/2020 19:55:02 At Scene: 9/17/2020 19:58:01 Cleared: 9/17/2020 20:16:17 Response Time: 2 minutes, 59 seconds Time on Scene: 0 hours, 18 minutes	Address: 300 BLOCK 7TH ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: G - UNABLE TO LOCATE PERSON OR LOCATION
THRETW 20-42549 Priority: 1 Dispatched Unit: 5P82	Occurred: 9/17/2020 20:45:46 Dispatched: 9/17/2020 20:47:00 At Scene: 9/17/2020 20:48:44 Cleared: 9/17/2020 23:23:14 Response Time: 1 minutes, 44 seconds Time on Scene: 2 hours, 34 minutes	Address: 22700 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: A - ARREST (PHYSICAL)
DISTP 20-42569 Priority: 2 Dispatched Unit: 5P33	Occurred: 9/18/2020 02:32:16 Dispatched: 9/18/2020 02:34:56 At Scene: 9/18/2020 02:38:04 Cleared: 9/18/2020 02:57:10 Response Time: 3 minutes, 8 seconds Time on Scene: 0 hours, 19 minutes	Address: 22700 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
DISTP 20-42597 Priority: 2 Self-Initiated Unit: 5P81	Occurred: 9/18/2020 10:17:10 Dispatched: 9/18/2020 10:17:10 At Scene: 9/18/2020 10:17:10 Cleared: 9/18/2020 10:17:43 Response Time: 0 minutes, 0 seconds Time on Scene: 0 hours, 0 minutes	Address: 22700 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
DISTP 20-42689 Priority: 2 Dispatched Unit: 5P82	Occurred: 9/18/2020 19:53:03 Dispatched: 9/18/2020 19:53:49 At Scene: 9/18/2020 19:59:04 Cleared: 9/18/2020 20:15:01 Response Time: 5 minutes, 15 seconds Time on Scene: 0 hours, 15 minutes	Address: 20600 BLOCK NE GLISAN ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)
DISTP 20-42699 Priority: 2 Dispatched Unit: 5P84	Occurred: 9/18/2020 21:09:11 Dispatched: 9/18/2020 21:10:32 At Scene: 9/18/2020 21:13:54 Cleared: 9/18/2020 21:30:00 Response Time: 3 minutes, 22 seconds Time on Scene: 0 hours, 16 minutes	Address: 100 BLOCK SE MATNEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
UNWNT 20-42769 Priority: 2 Dispatched Unit: 5P31	Occurred: 9/19/2020 16:18:50 Dispatched: 9/19/2020 16:20:28 At Scene: 9/19/2020 16:20:53 Cleared: 9/19/2020 16:46:00 Response Time: 0 minutes, 25 seconds Time on Scene: 0 hours, 25 minutes	Address: NE SANDY BLVD / NE 230TH AVE City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED

For Public Release

Multnomah County Sheriff's Office

Calls for Service Log

Fairview

September 1, 2020 to September 30, 2020
Priority 1-2 and Traffic Crimes Only

Incident	Time Stamps	Location	Dispatch Remarks	Clearance Info
ROVIOP 20-42793 Priority: 2 Dispatched Unit: 5P82	Occurred: 9/19/2020 20:25:06 Dispatched: 9/19/2020 20:28:43 At Scene: 9/19/2020 20:30:20 Cleared: 9/19/2020 21:42:02 Response Time: 1 minutes, 37 seconds Time on Scene: 1 hours, 11 minutes	Address: 300 BLOCK 7TH ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: A - ARREST (PHYSICAL)
WELCKP 20-42796 Priority: 2 Dispatched Unit: 5P84	Occurred: 9/19/2020 20:59:29 Dispatched: 9/19/2020 21:01:24 At Scene: 9/19/2020 21:03:27 Cleared: 9/19/2020 21:08:08 Response Time: 2 minutes, 3 seconds Time on Scene: 0 hours, 4 minutes	Address: 21500 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
THRETW 20-42804 Priority: 1 Dispatched Unit: 5P83	Occurred: 9/19/2020 22:43:32 Dispatched: 9/19/2020 22:46:10 At Scene: 9/19/2020 22:47:02 Cleared: 9/19/2020 22:55:04 Response Time: 0 minutes, 52 seconds Time on Scene: 0 hours, 8 minutes	Address: 22000 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: G - UNABLE TO LOCATE PERSON OR LOCATION
ASSLTP 20-42882 Priority: 2 Dispatched Unit: 5P84	Occurred: 9/20/2020 19:59:06 Dispatched: 9/20/2020 20:02:30 At Scene: 9/20/2020 20:10:26 Cleared: 9/20/2020 20:47:56 Response Time: 7 minutes, 56 seconds Time on Scene: 0 hours, 37 minutes	Address: 3800 BLOCK NE 206TH AVE City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)
MISSE 20-42884 Priority: 2 Dispatched Unit: 5P62	Occurred: 9/20/2020 20:21:08 Dispatched: 9/20/2020 20:24:45 At Scene: 9/20/2020 20:32:24 Cleared: 9/20/2020 20:36:18 Response Time: 7 minutes, 39 seconds Time on Scene: 0 hours, 3 minutes	Address: 2600 BLOCK NE 205TH AVE City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
WELCKP 20-42887 Priority: 2 Dispatched Unit: 5P32	Occurred: 9/20/2020 21:41:53 Dispatched: 9/20/2020 21:43:56 At Scene: Cleared: 9/20/2020 21:45:21 Response Time: Time on Scene:	Address: NE 223RD AVE / NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
DISTP 20-42913 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/21/2020 01:48:54 Dispatched: 9/21/2020 01:51:02 At Scene: 9/21/2020 01:54:26 Cleared: 9/21/2020 01:58:37 Response Time: 3 minutes, 24 seconds Time on Scene: 0 hours, 4 minutes	Address: 700 BLOCK NE PACIFIC DR City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: G - UNABLE TO LOCATE PERSON OR LOCATION
DUII 20-43003 Priority: 4 Dispatched Unit: INFOM	Occurred: 9/21/2020 14:09:45 Dispatched: 9/21/2020 14:13:40 At Scene: 9/21/2020 14:13:40 Cleared: 9/21/2020 14:20:11 Response Time: 0 minutes, 0 seconds Time on Scene: 0 hours, 6 minutes	Address: 22000 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: G - UNABLE TO LOCATE PERSON OR LOCATION
ACCINJ 20-43071 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/22/2020 00:07:33 Dispatched: 9/22/2020 00:09:38 At Scene: 9/22/2020 00:10:36 Cleared: 9/22/2020 01:48:55 Response Time: 0 minutes, 58 seconds Time on Scene: 1 hours, 38 minutes	Address: NE SANDY BLVD / FAIRVIEW AVE City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
DISTP 20-43187 Priority: 2 Dispatched Unit: 5P82	Occurred: 9/22/2020 17:15:57 Dispatched: 9/22/2020 17:17:22 At Scene: 9/22/2020 17:23:52 Cleared: 9/22/2020 17:39:57 Response Time: 6 minutes, 30 seconds Time on Scene: 0 hours, 16 minutes	Address: 4100 BLOCK NE 218TH AVE City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
WELCKP 20-43192 Priority: 2 Dispatched Unit: 5P82	Occurred: 9/22/2020 18:02:37 Dispatched: 9/22/2020 18:04:06 At Scene: 9/22/2020 18:06:54 Cleared: 9/22/2020 18:22:23 Response Time: 2 minutes, 48 seconds Time on Scene: 0 hours, 15 minutes	Address: 21500 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: G - UNABLE TO LOCATE PERSON OR LOCATION
DISTP 20-43213 Priority: 2 Dispatched Unit: 5P82	Occurred: 9/22/2020 21:09:05 Dispatched: 9/22/2020 21:15:05 At Scene: 9/22/2020 21:16:26 Cleared: 9/22/2020 22:43:07 Response Time: 1 minutes, 21 seconds Time on Scene: 1 hours, 26 minutes	Address: 21400 BLOCK NE SANDY BLVD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: A - ARREST (PHYSICAL)

For Public Release

Multnomah County Sheriff's Office

Calls for Service Log

Fairview

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Incident	Time Stamps	Location	Dispatch Remarks	Clearance Info
WELCKP 20-43268 Priority: 2 Dispatched Unit: 5P81	Occurred: 9/23/2020 10:13:51 Dispatched: 9/23/2020 10:15:15 At Scene: 9/23/2020 10:23:21 Cleared: 9/23/2020 10:27:42 Response Time: 8 minutes, 6 seconds Time on Scene: 0 hours, 4 minutes	Address: EB I84 FWY AT / EXIT 14 & NE FAIRVIEW PKWY City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: G - UNABLE TO LOCATE PERSON OR LOCATION
WELCKP 20-43281 Priority: 2 Dispatched Unit: 5P81	Occurred: 9/23/2020 10:57:53 Dispatched: 9/23/2020 11:01:21 At Scene: Cleared: 9/23/2020 11:02:20 Response Time: Time on Scene:	Address: NE HALSEY ST / NE 230TH CT City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
WELCKP 20-43407 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/24/2020 01:45:34 Dispatched: 9/24/2020 01:47:25 At Scene: 9/24/2020 01:52:01 Cleared: 9/24/2020 01:53:59 Response Time: 4 minutes, 36 seconds Time on Scene: 0 hours, 1 minutes	Address: NE 223RD AVE / NE SANDY BLVD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
DISTP 20-43557 Priority: 2 Dispatched Unit: 5P84	Occurred: 9/24/2020 22:36:31 Dispatched: 9/24/2020 22:38:06 At Scene: 9/24/2020 22:40:58 Cleared: 9/24/2020 22:57:12 Response Time: 2 minutes, 52 seconds Time on Scene: 0 hours, 16 minutes	Address: NE 223RD AVE / NE PARK LN City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: G - UNABLE TO LOCATE PERSON OR LOCATION
ACCHRP 20-43561 Priority: 3 Dispatched Unit: 5P84	Occurred: 9/25/2020 00:18:52 Dispatched: 9/25/2020 00:21:08 At Scene: 9/25/2020 00:23:20 Cleared: 9/25/2020 01:33:13 Response Time: 2 minutes, 12 seconds Time on Scene: 1 hours, 9 minutes	Address: 21400 BLOCK NE SANDY BLVD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
DISTP 20-43570 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/25/2020 01:36:26 Dispatched: 9/25/2020 01:37:59 At Scene: 9/25/2020 01:41:05 Cleared: 9/25/2020 02:46:39 Response Time: 3 minutes, 6 seconds Time on Scene: 1 hours, 5 minutes	Address: 22700 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
WELCKP 20-43578 Priority: 2 Dispatched Unit: 5P63	Occurred: 9/25/2020 05:01:52 Dispatched: 9/25/2020 05:04:23 At Scene: 9/25/2020 05:07:24 Cleared: 9/25/2020 05:20:04 Response Time: 3 minutes, 1 seconds Time on Scene: 0 hours, 12 minutes	Address: 20800 BLOCK NE SANDY BLVD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
DISTP 20-43653 Priority: 2 Dispatched Unit: 5P82	Occurred: 9/25/2020 15:11:26 Dispatched: 9/25/2020 15:13:28 At Scene: 9/25/2020 15:16:57 Cleared: 9/25/2020 15:18:11 Response Time: 3 minutes, 29 seconds Time on Scene: 0 hours, 1 minutes	Address: I84 FWY / FAIRVIEW AVE City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: H - FALSE COMPLAINT/UNFOUN..
DISTW 20-43686 Priority: 1 Dispatched Unit: 5P53	Occurred: 9/25/2020 22:21:33 Dispatched: 9/25/2020 22:23:53 At Scene: 9/25/2020 22:28:47 Cleared: 9/25/2020 22:56:13 Response Time: 4 minutes, 54 seconds Time on Scene: 0 hours, 27 minutes	Address: 21900 BLOCK NE CHINOOK WAY City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: G - UNABLE TO LOCATE PERSON OR LOCATION
WELCKP 20-43689 Priority: 2 Dispatched Unit: 5P33	Occurred: 9/25/2020 23:38:08 Dispatched: 9/25/2020 23:44:46 At Scene: 9/25/2020 23:52:29 Cleared: 9/26/2020 00:11:28 Response Time: 7 minutes, 43 seconds Time on Scene: 0 hours, 18 minutes	Address: 21900 BLOCK NE CHINOOK WAY City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED
SUSPW 20-43754 Priority: 1 Dispatched Unit: 5P62	Occurred: 9/26/2020 19:44:21 Dispatched: 9/26/2020 19:46:51 At Scene: 9/26/2020 19:49:33 Cleared: 9/26/2020 20:29:43 Response Time: 2 minutes, 42 seconds Time on Scene: 0 hours, 40 minutes	Address: 2700 BLOCK NE 205TH AVE City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)
DISTP 20-43784 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/27/2020 01:03:20 Dispatched: 9/27/2020 01:05:15 At Scene: 9/27/2020 01:06:43 Cleared: 9/27/2020 02:01:16 Response Time: 1 minutes, 28 seconds Time on Scene: 0 hours, 54 minutes	Address: 22700 BLOCK NE HALSEY ST City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)

Multnomah County Sheriff's Office

Calls for Service Log

Fairview

September 1, 2020 to September 30, 2020
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Incident	Time Stamps	Location	Dispatch Remarks	Clearance Info
ACCHRP 20-43814 Priority: 4 Dispatched Unit: 5P81	Occurred: 9/27/2020 10:46:18 Dispatched: 9/27/2020 10:51:49 At Scene: 9/27/2020 10:57:29 Cleared: 9/27/2020 11:35:40 Response Time: 5 minutes, 40 seconds Time on Scene: 0 hours, 38 minutes	Address: 20400 BLOCK NE SANDY BLVD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)
WELCKP 20-44072 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/28/2020 23:11:49 Dispatched: 9/28/2020 23:12:32 At Scene: 9/28/2020 23:15:26 Cleared: 9/28/2020 23:25:08 Response Time: 2 minutes, 54 seconds Time on Scene: 0 hours, 9 minutes	Address: 1200 BLOCK NE 201ST AVE City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: G - UNABLE TO LOCATE PERSON OR LOCATION
WELCKP 20-44087 Priority: 2 Dispatched Unit: 5P53	Occurred: 9/29/2020 01:37:56 Dispatched: 9/29/2020 01:38:45 At Scene: 9/29/2020 01:41:19 Cleared: 9/29/2020 01:49:06 Response Time: 2 minutes, 34 seconds Time on Scene: 0 hours, 7 minutes	Address: 20400 BLOCK NE SANDY BLVD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: G - UNABLE TO LOCATE PERSON OR LOCATION
WELCKP 20-44102 Priority: 2 Dispatched Unit: 5P83	Occurred: 9/29/2020 06:26:58 Dispatched: 9/29/2020 06:29:10 At Scene: 9/29/2020 06:39:40 Cleared: 9/29/2020 09:42:30 Response Time: 10 minutes, 30 seconds Time on Scene: 3 hours, 2 minutes	Address: NE 223RD AVE / NE SANDY BLVD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: F - REPORT WRITTEN (NO ARREST)
WELCKP 20-44220 Priority: 2 Dispatched Unit: 5P32	Occurred: 9/29/2020 19:47:30 Dispatched: 9/29/2020 19:52:13 At Scene: 9/29/2020 19:55:06 Cleared: 9/29/2020 20:22:47 Response Time: 2 minutes, 53 seconds Time on Scene: 0 hours, 27 minutes	Address: 22200 BLOCK NE BARR RD City: FRVW District: MU	This field may contain Personally Identifiable Information and has been omitted	Cleared By: J - ASSIGNMENT COMPLETED

For Public Release

A. Traffic Stops made in the City of Fairview:

FAIRVIEW TRAFFIC STOPS	
DISPOSITION	SEPTEMBER
WARNING ISSUED	84
CITATION ISSUED (NON-CRIMINAL)	13
ARREST (PHYSICAL)	6
ARREST (CITE-IN-LIEU)	4
ASSIGNMENT COMPLETED	3
NO CLEARANCE CODE GIVEN (DISPATCH ONLY)	2
REPORT WRITTEN (NO ARREST)	2
OTHER / NOT SPECIFIED	1
UNABLE TO LOCATE PERSON OR LOCATION	1
TOTAL:	116

B. Other Deputy Activity Reporting Summary:

- Total Calls for Service: **731**
- Total time spent on calls: **207 hours 43 minutes**
- Avg. time spent per call: **17 minutes 28 seconds**
- Dispatched: **445**
- Self-Initiated: **286**
- Traffic Stops: **116**
- Subject Stops: **18**

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

- | | Average ¹ | Median |
|------------------------------------|-----------------------------|-----------------------------|
| • Emergency (Priority 1 and 2): | 4 minutes 37 seconds | 3 minutes 39 seconds |
| • Non-Emergency (Priority 3 to 7): | 8 minutes 11 seconds | 5 minutes 45 seconds |

¹ The average response time calculation can be significantly influenced by a small number of calls in which a response was slower than usual. When looking at a small number of records (such as a month's worth of call data) the influence of these outliers is much greater. The median provides the "middle point" of the data, where half of the response times were faster and half were slower.

D. Detective Case Activity:

NEW FAIRVIEW CASES ASSIGNED TO DETECTIVES		
DATE ASSIGNED	CRIME	STATUS
PROPERTY CRIME = 0		
PERSON CRIME = 7		
9/1/2020	RUNAWAY	NOT AN OFFENSE
9/3/2020	VEHICULAR HOMICIDE	ARREST - FELONY
9/7/2020	RAPE	OPEN (UNDER INVESTIGATION)
9/9/2020	RAPE	OPEN (UNDER INVESTIGATION)
9/15/2020	DHS REFERRAL	OPEN (UNDER INVESTIGATION)
9/28/2020	STATUTORY RAPE	OPEN (UNDER INVESTIGATION)
9/28/2020	RUNAWAY	NOT AN OFFENSE

DISPOSITION OF FAIRVIEW CASES ASSIGNED TO DETECTIVES	
DISPOSITION	COUNT
Cleared	1
Cleared by Arrest	1
Closed – DHS Continue	
Declined by District Attorney	
Exceptional – Adult	
Inactive / Suspended	1
No Complaint	
Not an Offense	2
Referred to City Attorney	
Referred to District Attorney	
Suspended	
Unfounded	
SEPTEMBER CASES DISPOSED	3
OTHER CASES DISPOSED	2
TOTAL CASES DISPOSED:	5



Multnomah County Sheriff's Office

Law Enforcement Activity Report



Fairview

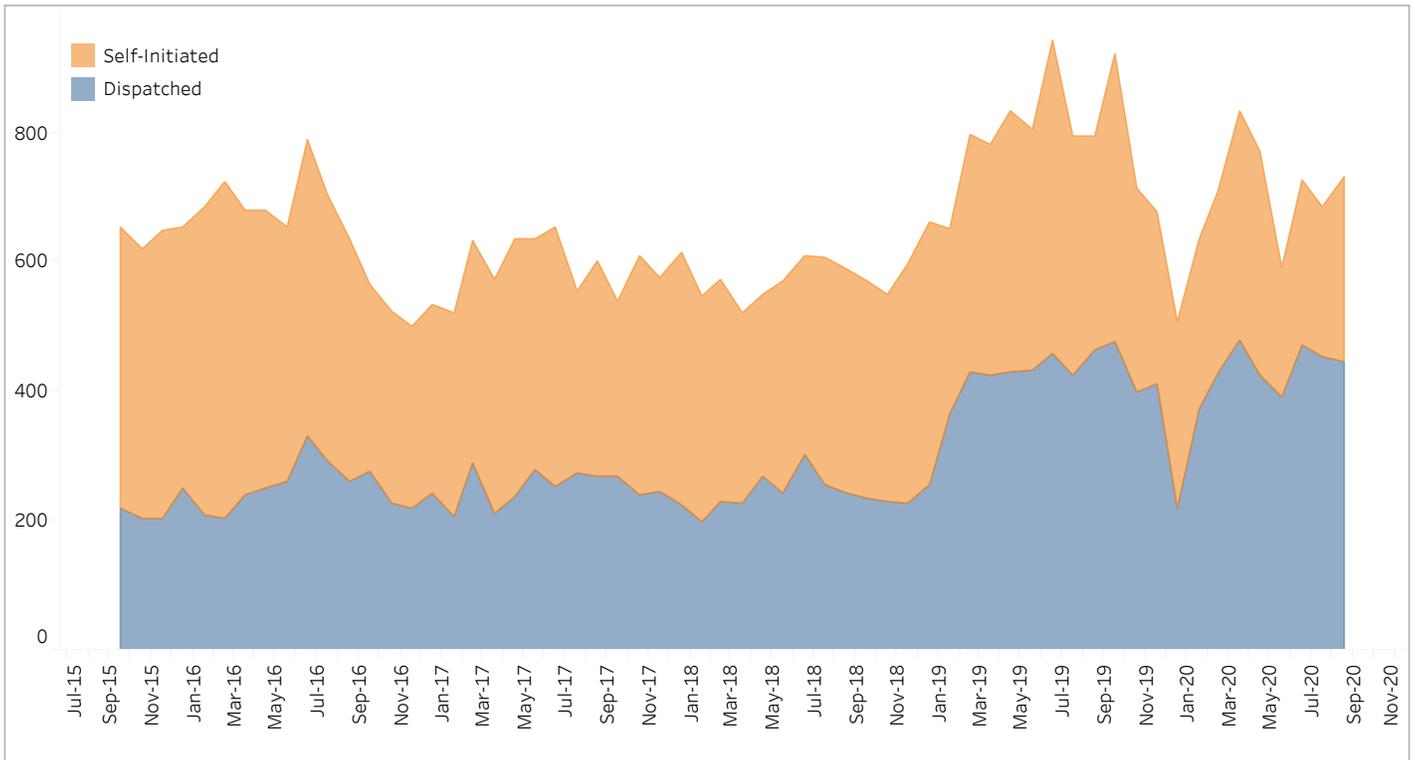
September 1, 2020 to September 30, 2020

(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		11	7	7.0
Assault		7	4	5.6
Burglary		6	4	3.0
Extra, Targeted Patrol		185	184	162.3
Premise Check		38	43	36.0
Stolen Vehicle		18	11	8.1
Subject Stop		19	12	25.7
Suicide Attempt/Threat		2	4	2.2
Suspicious Sub/Veh/Cir		49	52	44.8
Theft		21	30	28.0
Traffic Accident		12	21	14.4
Traffic Stop		116	96	129.8
Vacation Home Check				7.6
Vandalism		7	9	6.0
Vice		2	1	2.0
Welfare Check		40	33	26.1
All Other Call Types		199	161	193.3
Total		732	672	701.7

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

September 1, 2020 to September 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	445	441	408.1
Self-Initiated	287	231	293.6

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	186	183	170.3
P1-2 (Emergency)	69	58	50.4
P3-7 (Non-Emergency)	190	200	187.4

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	1 minutes, 40 seconds	1 minutes, 39 seconds	1 minutes, 40 seconds
P1-2 (Emergency)	4 minutes, 37 seconds	4 minutes, 56 seconds	4 minutes, 45 seconds
P3-7 (Non-Emergency)	8 minutes, 11 seconds	7 minutes, 3 seconds	7 minutes, 34 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.
207 hours, 48 minutes	200 hours, 29 minutes	201 hours, 40 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.
17 minutes, 27 seconds	18 minutes, 32 seconds	17 minutes, 50 seconds

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



Multnomah County Sheriff's Office

Law Enforcement Activity Report



Fairview

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

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

Date and Time	Accident Type	Location
Tuesday, 1 September, 2020 1:33 PM	Hit and Run	22500 BLOCK NE HALSEY ST
Thursday, 3 September, 2020 7:02 PM	Unknown Injury	NE 201ST AVE / NE HALSEY ST
Saturday, 5 September, 2020 5:10 PM	Non-Injury	NE HALSEY ST / NE VILLAGE ST
Tuesday, 8 September, 2020 9:59 AM	Hit and Run	2800 BLOCK NE ARBORCREST DR
Wednesday, 9 September, 2020 6:17 PM	Hit and Run	NE HALSEY ST / 7TH ST
Thursday, 10 September, 2020 2:29 PM	Non-Injury	20500 BLOCK NE GLISAN ST
Saturday, 19 September, 2020 9:30 AM	Non-Injury	2200 BLOCK FAIRVIEW AVE
Tuesday, 22 September, 2020 12:07 AM	Injury	NE SANDY BLVD / FAIRVIEW AVE
Friday, 25 September, 2020 12:18 AM	Hit and Run	21400 BLOCK NE SANDY BLVD
Friday, 25 September, 2020 10:32 PM	Non-Injury	7TH ST / LINCOLN ST
Saturday, 26 September, 2020 3:58 AM	Non-Injury	NE FAIRVIEW PKWY / I84 FWY
Sunday, 27 September, 2020 10:46 AM	Hit and Run	20400 BLOCK NE SANDY BLVD



Multnomah County Sheriff's Office

Law Enforcement Activity Report



Fairview

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

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

Date and Time	Time Spent	Contact Type	Location
Monday, 21 September, 2020 5:21 PM	7 minutes	Community Policing	22700 BLOCK NE HALSEY ST
Monday, 21 September, 2020 5:38 PM	2 minutes	Community Policing	21500 BLOCK NE HALSEY ST



Multnomah County Sheriff's Office

Stolen Vehicle Report



Fairview

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

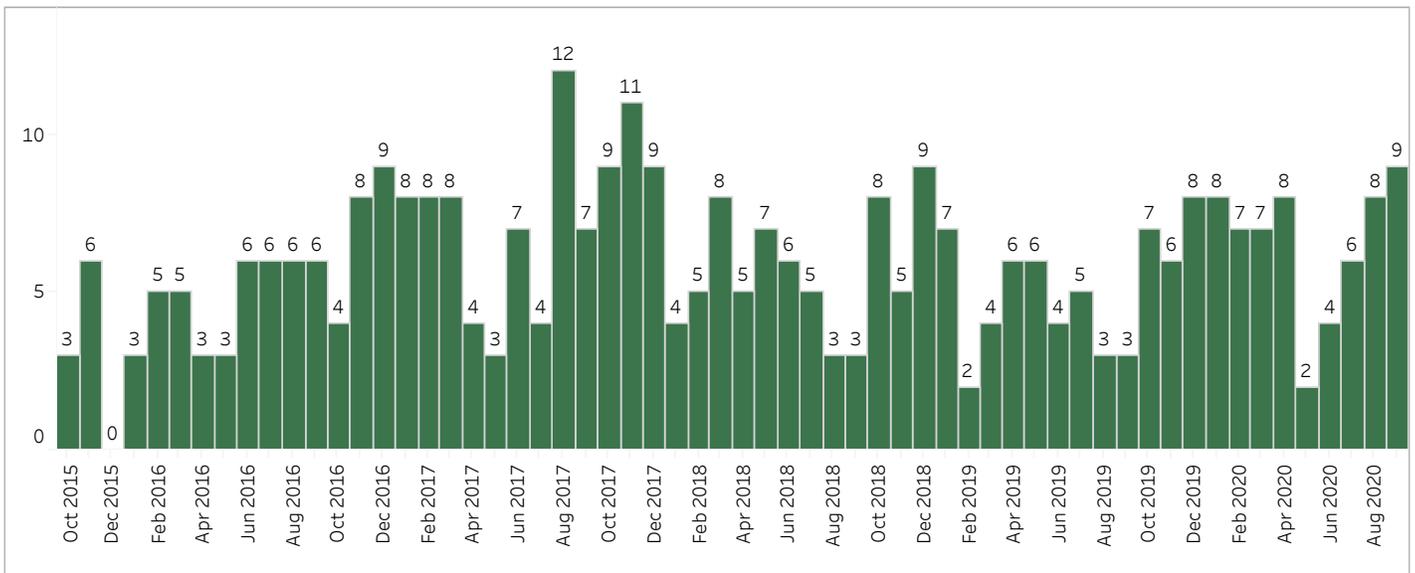
Vehicles Reported Stolen

Current 30 Day Period (September 1, 2020 to September 30, 2020)	Previous 30 Day Period (August 2, 2020 to August 31, 2020)	Previous Year's 30 Day Avg. (September 1, 2019 to August 31, 2020)
9	8	6.0

Vehicles Reported Stolen This Period

Date	Location	Veh Year	Veh Make	Veh Model	Case #	Arrest Made	# Arrested
Tue, September 01, 2020	22700 BLOCK NE HALSEY ST	2018	KAWK	BR1	20-40262	No	0
Wed, September 09, 2020	21800 BLOCK NE HEARTWOOD CIR	2001	FORD	F25	20-41368	No	0
Wed, September 16, 2020	22400 BLOCK NE TOWNSEND WAY	2012	INTL	TK	20-42312	No	0
Thu, September 17, 2020	20600 BLOCK NE HALSEY ST	1989	FORD	EC1	20-42590	No	0
Sun, September 20, 2020	20600 BLOCK NE GLISAN ST	1992	NISS	TK	20-43041	No	0
Mon, September 21, 2020	22100 BLOCK NE HALSEY ST	1997	HOND	CIV	20-42944	No	0
Sat, September 26, 2020	21100 BLOCK NE SANDY BLVD	1989	NISS	TK	20-43707	No	0
Sun, September 27, 2020	20600 BLOCK NE GLISAN ST	1993	SUBA	SPT	20-43825	No	0
Wed, September 30, 2020	21900 BLOCK NE CHINOOK WAY	1997	HOND	CIV	20-44379	No	0

Vehicles Reported Stolen by Month: 5-Year View





Multnomah County Sheriff's Office

Stolen Vehicle Report



Fairview

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

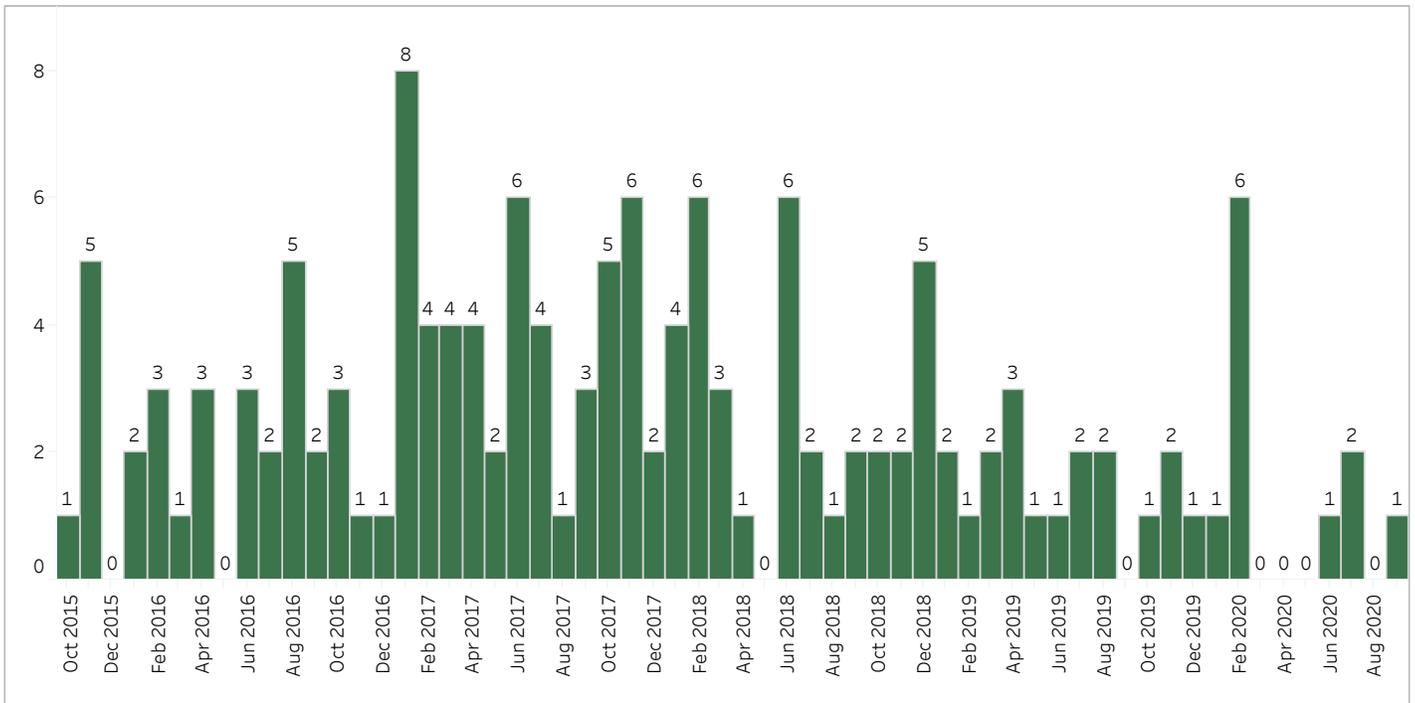
Stolen Vehicles Recovered

Current 30 Day Period (September 1, 2020 to September 30, 2020)	Previous 30 Day Period (August 2, 2020 to August 31, 2020)	Previous Year's 30 Day Avg. (September 1, 2019 to August 31, 2020)
1		1.1

Stolen Vehicles Recovered This Period

Date	Location	Veh Year	Veh Make	Veh Model	Case #	Arrest Made	# Arrested
Mon, September 14, 2020	20400 BLOCK NE SANDY BLVD	2017	KIA	SOU	20-41960	No	0

Stolen Vehicles Recovered by Month: 5-Year View





**CITY COUNCIL STAFF REPORT
& EXHIBIT "B" TO ORDINANCE 6-2020
FINDINGS OF FACT**

Staff Contact: Matt Straite, Contract Planner
Email: planner@ci.fairview.or.us
Phone: (503) 674-6205

Public Hearing Date: October 21, 2020

Date of Report: October 7, 2020

Application Number: 2020-25-AN

Exhibits:

- A. Agency Comments
- B. Applicant submittal information

Application/Proposal: Application #2020-25-AN and Ordinance 6-2020 request to have the property at 20101 Interlachen Lane annexed into the City limits, and to amend all related service districts boundaries accordingly.

Applicant: Margery & Melvin Rieff

Property Owner: Same

Site Location: 20101 NE Interlachen Lane

Tax Map & Lot: Map 1N3E20DA-00400 (0.35 acres)

Public Notice: Notice was published in the Gresham Outlook on September 25 and October 2, 2020, in accordance with FMC 19.413.040, Type IV procedures (legislative).

Property owners within 250 ft. of the site location were mailed notice on September 18, 2020. This is not specifically required by FMC 19.413.030 but provided to assure all neighbors were aware.

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

Agency Notices:

The Department of Land Conservation and Development was sent notice on September 15, 2020 (DLCD File 002-20). Notice to the DLCD is not legally required, however, they specifically requested a notice. Metro and the County were sent notice on the same date.

Agency Referrals:

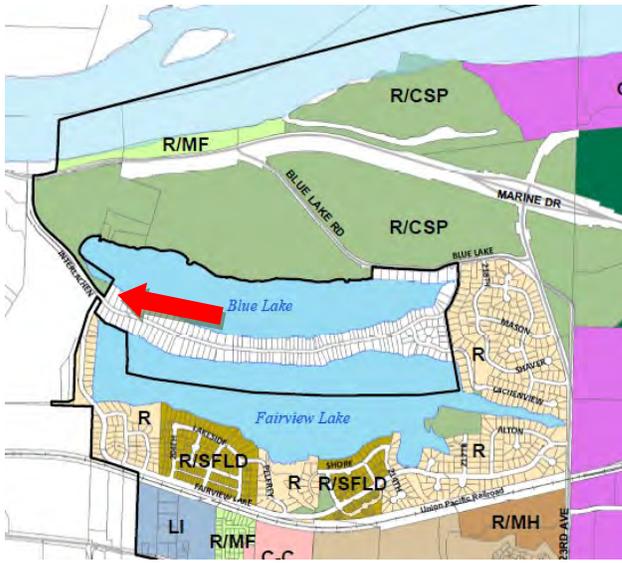
City of Wood Village, Gresham Fire, Multnomah County of Transportation, Oregon Department of Transportation Multnomah County Drainage District, Fairview Public Works and Building Department were sent on August 30, 2020.

At the time of this report, two comments have been received (see Exhibit B). The City has received comment from Wood Village and the Multnomah County Drainage District stating that they have no comments.

1. Review Process and Criteria

Fairview Municipal Code (FMC) Chapters: 19.413 Procedures dictate the review process. The criteria for the application come from a number of State, regional, and local codes and requirements, including the Fairview Comprehensive Plan Policies, Fairview Development Code, Metro Urban Growth Management Functional Plan, Oregon Statewide Statutes and Planning Goals, and the Urban Planning Area Agreements with the County (UPAA).

2. Application Narrative/ Background/Location



The applicant has been working with the County and Metro to expand a residential lot along the shores of Blue Lake which currently features their single-family home. Based on some confusion over the location of some property lines, the applicant has already constructed some improvements on the Metro property to the west (an encroachment) and would now like to change their property lines to include this improved area in their residential lot. Blue Lake, Fairview Lake, and the residential strip of property that spans between the two is essentially a County unincorporated island in the City of Fairview. In order to annex, the property must be adjacent to property that is

located within the City limits. Blue Lake Park, a regional park owned and operated by Metro, stretches all the way around Blue Lake and meets the applicant's property on the west.

In order to address the applicant's plans there are many steps to the process. The first step is to annex the residential lot into the City. Subsequent applications will be needed to apply City zoning and Comprehensive Plan Land Use designations to the property and to process a property line adjustment.

In order to annex into the City the applicant must provide a petition to the City containing the consent of those proposed to be annexed. The petition is attached. A legal description of the property to be annexed, proof of ownership, and required maps are also attached.

Oregon Revised Statute 222 authorizes and guides the process for annexations. There are many different kinds of annexations. For this application/petition, the property owners are petitioning the City to annex under the annexation provisions outlined in ORS 222.111 to 222.180. This newer section of State Statute allows an annexation petition to be submitted if all property owners consent to the annexation. No public vote is required. This Statute further explains that when the City Council determines that the annexation petition meets the criteria described in the ORS, the territory is to be annexed to the City by ordinance.

The petition would also be required to comply with regional requirements, meaning Metro requirements. Lastly, the petition would have to comply with all local requirements, which include the Fairview Comprehensive Plan, Municipal Code and all agreements between the County and the City regarding annexations (also called the Urban Planning Area Agreements or UPAA). These are all reviewed in more detail below.

3. PROPOSED FINDINGS:

The required criterion for an annexation includes criterion from the State, regional and local levels. Each are reviewed below. The following findings are in addition to those provided by the applicant in the petition and applicant narrative.

<i>State Level</i>

A. State Standards

Oregon Revised Statutes (ORS) 222.127

- (1) This section applies to a city whose laws require a petition proposing annexation of territory to be submitted to the electors of the city.
- (2) Notwithstanding a contrary provision of the city charter or a city ordinance, upon receipt of a petition proposing annexation of territory submitted by all owners of land in the territory, the legislative body of the city shall annex the territory without submitting the proposal to the electors of the city if:

Findings: As explained above, the property proposed for annexation is one residential lot, the owners of which have consented to the petition. A public vote is not required because all property owners consent to the annexation. The annexation meets this requirement.

- (a) The territory is included within an urban growth boundary adopted by the city or Metro, as defined in ORS 197.015;

Findings: The property (territory) is included in the Metro UGB as defined by ORS. The annexation meets this requirement.

- (b) The territory is, or upon annexation of the territory into the city will be, subject to the acknowledged comprehensive plan of the city;

Findings: Upon annexation the property will be subject to the acknowledged Fairview Comprehensive Plan of June 2004, as revised January 2017. The current use of the property is a single family residential home that meets the housing needs identified in Chapter 10 of the Comprehensive Plan and will be included in The Lakes neighborhood as described on page 7 and depicted in Figure 3-C on page 38. The annexation meets this requirement.

- (c) At least one lot or parcel within the territory is contiguous to the city limits or is separated from the city limits only by a public right-of-way or body of water; and

Findings: As stated above, the western edge of the applicant’s property is contiguous to the City limits. The annexation meets this requirement.

(d) The proposal conforms to all other requirements of the city’s ordinances.

Findings: The current lot size, setbacks, and other development standards will all be met upon annexation. Upon annexation the County Zoning will continue to apply. Pursuant to the City/County Urban Planning Area Agreement (UPAA), the City will simply use the regulations required by the current County zoning, which is LR7. City zoning and Comprehensive Plan Land Use designations will be added to the property at a later date, which is consistent with the UPAA. The annexation meets this requirement.

- (3) The territory to be annexed under this section includes any additional territory described in ORS 222.111 (1) that must be annexed in order to locate infrastructure and right-of-way access for services necessary for development of the territory described in subsection (2) of this section at a density equal to the average residential density within the annexing city.

Findings: All required infrastructure, such as streets and utilities already front the residential parcel, as the site currently features a single-family home. No additional land is required. This requirement does not apply.

- (2) When the legislative body of the city determines that the criteria described in subsection (2) of this section apply to territory proposed for annexation, the legislative body may declare that the territory described in subsections (2) and (3) of this section is annexed to the city by an ordinance that contains a description of the territory annexed.

Findings: No additional land is required in order to comply with subsections 2 and 3 above. This requirement does not apply.

Oregon Revised Statutes (ORS) 660-012-0060 (The Transportation Planning Rule)

The Transportation Planning Rule, or TPR is a set of Statutes that require any significant Land Use change to also include any changes to the transportation system to assure all roads are sufficient for the capacity needs caused by the use. Specifically, an analysis of the TPR is required when an applicant proposes to change a Comprehensive Plan Land Use designation or Zoning designation. In this case, neither is proposed. Even if the TPR were to apply, the use exists and is not proposed to change.

Regional Level

B. Regional Standards

In addition to the specific criteria for deciding city boundary changes within ORS 222, the Legislature has directed Metro to establish annexation criteria, which must be used by all cities within the Metro boundary. This area is both within the Urban Growth Boundary and within Metro's Boundary. As such, below is a review of the annexation for compliance with the applicable Metro Code Chapter, Chapter 3.09 (Local Government Boundary Changes).

Metro Code Chapter, Chapter 3.09

3.09.50(b) Hearing and Decision Requirements for Decisions Other Than Expedited Decisions.

B. Not later than 15 days prior to the date set for a hearing the reviewing entity shall make available to the public a report that addresses the criteria in subsection (d) and includes the following information:

- 1.** The extent to which urban services are available to serve the affected territory, including any extra territorial extensions of service;

Findings: The applicant's narrative includes the following information, staff concurs with these statements. None of these are proposed to change as a result of this annexation. Though, the City contracts through the County for police services.

Water: Interlachen Water PUD currently provides water services to the property and will continue to do so after annexation.

Sewer: The City of Fairview is the current provider of sewer services to the territory proposed for annexation and will continue to do so.

Storm Drainage. Multnomah County Drainage District currently provides storm drainage services to the territory proposed for annexation and will continue to do so.

Parks and Recreation. The property currently receives parks and recreation service from Metro, the regional government, most particularly Blue Lake Regional Park which is adjacent to the subject property. Moreover, due to its proximity to the city, it is ostensibly currently being served by the City parks facilities and services, as well. Metro and the city will continue to provide these services to the property post-annexation.

Transportation. Public transportation services are currently provided by TriMet. The affected territory is adjacent to and has vehicular access to a county road, particularly Interlachen Lane.

Fire. The City of Gresham currently provides fire protection services to the affected territory, through the Multnomah County Fire District #10. The city receives its fire protection services from the City of Gresham, so the affected territory will continue to receive fire services through the City of Gresham.

Police. Multnomah County Sheriff's Office currently provides police services to the affected territory. The City of Fairview contracts with the Multnomah County Sheriff's Office for its police services, and therefore the police service will remain the same.

2. Whether the proposed boundary change will result in the withdrawal of the affected territory from the legal boundary of any necessary party; and

Findings: The proposed annexation will not result in the withdrawal of any legal boundary of any necessary party. The property is currently in unincorporated Multnomah County. The property is fully owned by one couple as it is a single-family residential lot.

3. The proposed effective date of the boundary change.

Findings: The proposed effective date of the boundary change will be the date that the City Council adopts the ordinance effectuating the annexation which is anticipated to be October 21, 2020.

- C. The person or entity proposing the boundary change has the burden to demonstrate that the proposed boundary change meets the applicable criteria.

Findings: The applicant has provided a narrative of how the proposed project meets the State, Metro, and local criteria. These findings are in addition to those provided by the applicant in their narrative which is incorporated here by reference.

- D. To approve a boundary change, the reviewing entity shall apply the criteria and consider the factors set forth in Subsections (D) and (E) of Section 3.09.045.

Findings: The proposed annexation complies with subsections (D) and (E) of section 3.09.045 as analyzed below.

Metro Code Chapter, Chapter 3.09.045 (D)

1. Find that the change is consistent with expressly applicable provisions in:

- a. Any applicable urban service agreement adopted pursuant to ORS 195.065;

Findings: Urban service agreements outline who will be providing urban services such as

sanitary sewer, water, fire, parks, streets and such both inside and outside city limits. The proposed annexation would not alter any urban services that are currently provided to the site. Sewer, Parks and Fire (through an agreement with Gresham) are provided by Fairview. Streets are a combination of Fairview and the County. The County will continue to provide Police services.

b. Any applicable annexation plan adopted pursuant to ORS 195.205

Findings: This ORS Statute does not apply because the property owner has initiated the annexation.

c. Any applicable cooperative planning agreement adopted pursuant to ORS 195.020(2) between the affected entity and a necessary party

Findings: The City has an Urban Planning Area Agreement (UPAA) between the City of Fairview and Multnomah County. This is analyzed in more detail below, at the end of this staff report section. In short, the proposed annexation is fully consistent with the UPAA.

d. Any applicable public facility plan adopted pursuant to a Statewide planning goal on public facilities and services; and

Findings: All public facilities are currently provided to the site. These will not be changed or altered based on the annexation.

e. Any applicable comprehensive plan; and

Findings: Consistency with the Fairview Comprehensive Plan is reviewed in the next staff report section. In summary the proposed annexation is fully consistent with the Comprehensive Plan.

f. Any applicable concept plan.

Findings: This requirement is in reference to Metro's Title 11 of the Metro Urban Growth Management Functional Plan. Title 11 requires areas within Urban Reserves to provide a master plan prior to any annexation of land in any such Urban Reserve. The proposed annexation is not located within an Urban Reserve, therefore, Title 11 does not apply. There are no concept plans for this area.

2. Consider whether the boundary change would:

a. Promote the timely, orderly and economic provision of public facilities and services;

Findings: The applicant has explained the following:

Since the territory is in an unincorporated enclave surrounded by the City of Fairview and receives a majority of its urban services from the same providers as in the City of Fairview, the addition of the property to the city will promote the timely, orderly and economic delivery of public facilities and services. For example, due to the proximity of the territory to the city, the residents of the area already have easy access to the Fairview park system and now the annexation will result in the property owners paying a portion of its property taxes to the City of Fairview, which will help finance its park system.

- b.** Affect the quality and quantity of urban services; and

Findings: The property is essentially built out. Further subdivision is not probable¹, and the property already contains a single-family home. New requirements of the State would allow additional housing units on the property, but this would be permitted if it were in the City or the County. The quality of the urban services will not change as a result of this proposed annexation.

- c.** Eliminate or avoid unnecessary duplication of facilities or services.

Findings: The public services provided to the property will not change.

Metro Criteria § 3.09.045 (E)

A city may not annex territory that lies outside the UGB, except that it may annex a lot or parcel that lies partially within and partially outside the UGB.

Findings: The Urban Growth Boundary for the City of Fairview is administered by Metro. The property is wholly within the UGB.

<i>Local Level- City of Fairview Comprehensive Plan</i>

Comprehensive Plan Policies

Applicable policies from the Fairview Comprehensive Plan are reviewed below.

12. In order to assure orderly development in conformance with the Comprehensive Plan, the City will adopt the following policies for annexation and development within the planning area boundary.

- A. Annexation will be permitted if:

¹ Based on topography, current structure placement and site layout, not lot size.

- (1) The proposed use of the area to be annexed conforms to the Comprehensive Plan.

Findings: Based on the UPAA when a property is annexed to a city, the Comprehensive Plan Land Use designation and Zoning must remain the same as the County designations if no steps are taken to provide alternative designations. The applicant is not requesting a Comprehensive Plan Map or Zoning Amendment at this time, therefore, the terms of the UPAA take effect and the designations remain the same upon annexation. Those designations are

- Comprehensive Plan Land Use- Interlachen UPA LR7- Urban Low Density Residential
- Zoning- LR7 Urban Low Density Residential

The Multnomah County Development code explains that: *The purposes of the Urban Low Density Residential Districts are to provide for a choice of lower density housing locations and types, together with related and accessory uses; to assure adequate and safe access to residential uses; to assure lotting patterns and building areas which take maximum advantage of climatic conditions and means for efficient use of energy; to create and maintain longterm community stability; to assure that housing developments are consistent with the Comprehensive Plan and the various Community Plans.* The purpose of this zone is consistent with the neighboring residential uses. The permitted uses are also very similar to those of surrounding Fairview residential uses. The County minimum lot size is 7,000 square feet. The property is essentially built out but is larger than the 7,000 square foot minimum lot size. The property will also provide housing as called for in Chapter 10. As such, the property will conform to the Comprehensive Plan.

- (2) The City is able to provide adequate services for the area including sewer, water, administration and fire protection.

Findings: The City currently provides sewer service. Water is provided by a separate private entity, the Interlachen Water PUD. Fire will also continue to be provided through agreements with Gresham City Fire Department.

- (3) The proposal for use of the new area meets City standards for roads, sewers, water, storm drainage and other services.

Findings: No new use is proposed, the use for the site is already existing. All services will continue with no changes.

- (4) The area to be annexed is inside the urban planning area.

Findings: Based on the UPAA the property is included in the agreement area, all terms of the UPAA would apply. Please see the separate staff report section that specifically addresses the UPAA. In short, the proposal conforms to the agreement.

(5) The majority of the area to be annexed is contiguous to the City and represents a logical direction for City expansion.

Findings: The property adjacent to the west is located within the City limits. The property, along with all property along Interlachen Lane, are using many City services, and are surrounded by the City of Fairview. The annexation would help fill in that hole in the City and represent a logical expansion of the City limit.

(6) The majority of the residents within the area to be annexed agree that annexation is appropriate.

Findings: Only one property is proposed to be annexed, and the owners have both petitioned the City.

<p style="text-align: center;"><i>Local Level- City of Fairview Municipal Code</i></p>

FMC 19.413.040.G: Decision Making Consideration

The decision by the City Council shall be based on the consideration of the following factors:

1. Statewide planning goals and guidelines.

Goal 1: Citizen Involvement

Findings: The city has developed a citizen involvement program that is in compliance with this goal. This proposal has been noticed in conformance with city standards to neighboring properties within 250 ft. of the outer boundaries of each parcel, and also in the Gresham Outlook. This proposal has met this goal and will continue to meet this goal throughout the final approval process through public noticing requirements and opportunity to comment. Therefore, the proposed annexation is consistent.

Goal 2: Land Use Planning

Findings: This proposal will help implement the policies of the Comprehensive Plan by adding additional housing in an area that already has adequate infrastructure. The annexation will also help further the goals of “The Lakes” Comprehensive Plan sub-area, in that it will maintain residential development along the shores of Blue Lake. Therefore, the proposed annexation is consistent.

Goal 3: Agricultural Lands

Findings: This goal does not apply.

Goal 4: Forest Lands

Findings: This goal does not apply.

Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces

Findings: The proposed annexation will not impact a natural or historic area. All development on the site is existing and was constructed with the benefit of permits. As such, all environmental regulations would have been followed at the time of construction, and no new development is proposed. No additional impacts would occur as a result of this annexation.

Goal 6: Air, Water and Land Resources Quality

Findings: As explained above, the site is developed and all required permits were addressed at the time the home was built. No new development is proposed. Should new development occur, all permits would be required to comply with rules that exist at the time the permits are issued. Therefore, the proposed annexation is consistent.

Goal 7: Areas Subject to Natural Hazards

Findings: The only applicable natural hazard would be flooding. A small portion of the property is located within a FEMA flood zone, the portion that touches Blue Lake. No new development is proposed at this time, and should any new development be proposed, all FEMA requirements would be applicable at that time. Therefore, the proposed annexation is consistent.

Goal 8: Recreational Needs

Findings: This goal does not apply.

Goal 9: Economic Development

Findings: Generally this goal does not apply. The property is currently residential and will remain residential. In that regards, it complies with the ultimate intent of the property. The

annexation will have no effect on the use of the property. Therefore, the proposed annexation is consistent.

Goal 10: Housing

Findings: The annexation will further the housing goals of the City. Additionally, the proposed annexation will provide the City additional control to assure the property remains residential into the future. Therefore, the proposed annexation is consistent.

Goal 11: Public Facilities and Services

Findings: All public services will remain the same. No new development will occur. Therefore, the proposed annexation is consistent.

Goal 12: Transportation

Findings: The property fronts Interlachen Lane, which already exists. No new street infrastructure is proposed. The use will remain the same, as will vehicle trips associated with the use. Therefore, the proposed annexation is consistent.

Goal 13: Energy Conservation

Findings: The site is developed; this goal does not apply.

Goal 14 – 19

Findings: These goals do not apply because the City is not located near the coast or any sand dunes.

2. Comments from applicable federal or state agencies

Findings: At this time of this writing, the City has received comments from the following federal and state agencies:

The City of Wood Village and the County drainage district, both only to say that they have no comments.

3. Applicable intergovernmental agencies

Findings: At this time of this writing, the City has received comments from the following intergovernmental agencies:

None.

4. Applicable Comprehensive Plan policies

Findings: See findings above relating to all applicable Comprehensive Plan policies.

Urban Planning Area Agreements (UPAA) between the County and the City

The following item is the only applicable item in the County/City UPAA:

4. The City has identified no specific conflicts with the Multnomah County comprehensive framework plan for the designated urban planning area of this Agreement. For those areas designated "Urban" by the comprehensive framework plan, Multnomah County is in the process of preparing and adopting community plans. Portions of the Columbia and Rockwood communities lie within the designated urban planning area for the City of Fairview. The City has reviewed draft copies of these communities' plans and has identified no specific conflicts with the proposed land use designations. Upon annexation, the City will adopt the same land use designation as shown upon the County comprehensive plan unless and until the City changes said land use designation, pursuant to acceptable legal procedure (O.R.S. 215.130(2) (a)).

Findings: At this time the County Comprehensive Plan and Zoning designations will remain the same as they are today. The applicant is aware that they will need to ultimately apply City Comprehensive Plan and Zoning designations.

4. COUNCIL OPTIONS

The City Council has the following decision-making options on the proposed annexation:

- A. **Close the public hearing and APPROVE the petition, pursuant to the staff report which includes the findings of fact, and all other items in the record.**
- B. **CONTINUE the public hearing to a specific date and time.**
- C. **Close the public hearing, but KEEP THE RECORD OPEN for the receipt of additional testimony until a specific date and time.**
- D. **Close the public hearing and DENY the petition, providing findings of fact for the denial in the motion to deny.**

5. STAFF RECOMMENDATION/SUGGESTED MOTION

Staff recommends the approval of annexation file number 2020-25-AN and adoption of ordinance 6-2020 effectuating the annexation.

BASED ON THE FINDINGS OF FACT WITHIN THE STAFF REPORT, AND THE MATERIALS SUBMITTED BY THE APPLICANT, THE CITY COUNCIL APPROVES ANNEXATION FILE NO. 2020-25-AN AND ADOPTS ORDINANCE NO. 6-2020.



RE: Fairview request for agency review of 2020-25-AN a proposed Annexation into the City of Fairview.

1 message

Johnathon Pierce <johnathonp@woodvillageor.gov>
To: Planner <planner@ci.fairview.or.us>

Wed, Sep 16, 2020 at 11:01 AM

Good Morning,

Wood Village has no comment or concern at this time.

Sincerely,

Johnathon Pierce

Public Works Administrative Coordinator

City Of Wood Village

503-489-6859

JohnathonP@woodvillageor.gov

From: Planner <planner@ci.fairview.or.us>

Sent: Tuesday, September 15, 2020 10:52 AM

To: row.permits@multco.us; AAYERS@MCDD.ORG; PermitCenter@GreshamOregon.gov; GFES@GreshamOregon.gov; Aaron.Ray@portofportland.com; kyle.stuart@GreshamOregon.gov; Johnathon Pierce <johnathonp@woodvillageor.gov>

Cc: Sarah Selden <seldens@ci.fairview.or.us>

Subject: Fairview request for agency review of 2020-25-AN a proposed Annexation into the City of Fairview.

The City of Fairview Planning is requesting your review of the application file 2020-25-AN, a proposed annexation into the City for a small residential property along the shores of Blue Lake. The site is fully developed with a single family home.

Please see the attached routing form and applicants materials. Please provide any comments by September 29, 2020. Feel free to contact staff with any questions.

This message is intended only for the individual(s) named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system.



RE: Fairview request for agency review of 2020-25-AN a proposed Annexation into the City of Fairview.

1 message

Reviews <reviews@mcdd.org>
To: Planner <planner@ci.fairview.or.us>
Cc: Reviews <reviews@mcdd.org>

Fri, Sep 18, 2020 at 8:29 AM

MCDD has no comments on this application.

Thanks,

Mackenna Bell (she/her)

Multnomah County Drainage District

Cell: 412.889.2233

mbell@mcdd.org

From: Planner <planner@ci.fairview.or.us>
Sent: Tuesday, September 15, 2020 10:52 AM
To: row.permits@multco.us; Amber Ayers <aayers@mcdd.org>; PermitCenter@GreshamOregon.gov; GFES@GreshamOregon.gov; Aaron.Ray@portofportland.com; kyle.stuart@GreshamOregon.gov; johnathonp@woodvillageor.gov
Cc: Sarah Selden <seldens@ci.fairview.or.us>
Subject: Fairview request for agency review of 2020-25-AN a proposed Annexation into the City of Fairview.

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Wm. F. Paulus
ATTORNEY AT LAW

1207 SW SIXTH AVENUE
PORTLAND, OREGON 97204

503-224-1773 TEL
503-228-4529 FAX

July 30, 2020

Sarah Selden
Senior Planner
City of Fairview Public Works Department
1300 N.E. Village Street
Fairview, Oregon 97024

Hand Delivered

Re: Annexation application for Margery L. Rieff and Melvyn A. Rieff
Property located at 20101 NE Interlachen Lane, Fairview, OR 97024

Dear Ms. Selden,

On behalf of Margery and Melvyn Rieff, please find enclosed the annexation application packet for the above-listed property. There is the application itself, the narrative regarding the approval criteria, and attachments to the application (three maps, the legal description, and proof of ownership of the property). Also included is the Metro Fee check in the amount of \$150.00. Pursuant to the pre-application conference notes and past discussions, it is my understanding that the city's annexation fee has been waived.

I look forward to working with you and the city's consulting planner, Matt Straite, to complete this annexation for the Rieffs.

If you have any questions, please contact me at 503-224-1773 or fritz@wfpauluslaw.com.

Sincerely,

William F. Paulus
Attorney at Law

Enclosures

Cc: Margery and Melvyn Rieff
Gary Shepherd, Metro
Matt Straite, MIG



ANNEXATION APPLICATION
 Planning Services
 1300 N.E. Village Street, Fairview, Oregon 97024
 Phone: (503) 674-6206 www.fairview.gov

File #:
 Planner:
 Sarah Selden

APPLICANT INFORMATION (Please type or print in dark ink)		Please contact the Representative/ Contact listed for additional Information. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Name of Applicant Margery L. Rieff & Melvyn A. Rieff	Name of Representative William F. "Fritz" Paulus	
Name of Firm	Name of Firm William F. Paulus, Attorney at Law	If No checked, applicant listed will be contacted.
Mailing Address 20101 NE Interlachen Lane	Mailing Address 1207 SW Sixth Avenue	PROCEDURE - Type IV
City, State, Zip Fairview, OR 97024	City, State, Zip Portland, OR 97204	
Phone (503) 421-9719	Phone (503) 224-1773	
E-mail therieffs@gmail.com	E-mail fritz@wfpauluslaw.com	
		Pre-App # 2019-20; meeting April 18, 2019

SITE	Existing Land Use Designation
State ID# 1N3E20DA-00400	Multnomah Co. Urban Low Density Residential (LR-7)
Assessor's R# (9 digits) R893500790	City Comprehensive Plan Designation
Site Address/Location 20101 NE Interlachen Ln, Fairview, OR 97024	Low-Density Residential (R-10) zoning
Site Size 15,323 sq. ft./0.35 acres	

ATTACHMENTS <input checked="" type="checkbox"/> Map <input checked="" type="checkbox"/> Legal Description <input checked="" type="checkbox"/> Proof of ownership (deeds to <u>all</u> properties)	Annexation Packet Forms <input checked="" type="checkbox"/> Annexation Property Info Sheet <input checked="" type="checkbox"/> Certification of Legal Description <input checked="" type="checkbox"/> Petition to Annex <input checked="" type="checkbox"/> Certification of Registered Voters <input checked="" type="checkbox"/> Property Voter Info Sheet <input checked="" type="checkbox"/> Property Owner Info Sheet <input checked="" type="checkbox"/> City Annexation Fee (waived at Pre-App) <input checked="" type="checkbox"/> Metro Fee (Remittance Deposit)	PREVIOUS ACTIONS: None _____ _____ _____
	Your application may not be accepted if all listed attachments are not included.	

APPLICATION FEES			
Submitted To: Sarah Selden	Receipt:	City Fee (see current Fee Schedule)	\$ 0.00 (waived at Pre-App)
		Metro Fee (see current Fee Schedule)	\$ 150.00
Date Paid:		Total Non-refundable Fee	\$ 150.00

ANNEXATION PROPERTY INFORMATION SHEET

I. EXISTING CONDITIONS IN AREA TO BE ANNEXED

A. Land Area: Approx. 0.35 Acres

B. General description of territory. (Include topographic features such as slopes, vegetation, drainage basins, floodplain areas, which are pertinent to this proposal).
The property is the western most lot in the West Interlachen subdivision and its northern boundary borders the shoreline of Blue Lake, a state owned waterway. The residence sits on a flat bench above the lake and also Interlachen Lane that is to the south. Consequently, the northern and southern portions of the property contain slopes to the lake and roadway. Vegetation is a mix of landscaping and native planting. The 100-year FEMA floodplain for Blue Lake lies near the northern boundary of the property.

C. EXISTING LAND USE:

No. of single-family units 1 No. of multi-family units None

No. of commercial structures None No. of industrial structures None

Public facilities or other uses None.

What is the current use of the land proposed to be annexed? _____

Single family residence, including accessory dwelling unit that is above detached garage

D. Total current year Assessed Valuation – Land \$ 366,250 Structures \$ 589,800

E. Total existing population 2

F. Is the territory contiguous to the City limits? Yes

G. Is the subject territory inside or outside of the City's Urban Service Boundary? Inside

II. URBAN SERVICE PROVIDERS

- A. If the territory described in the proposal is presently included within boundaries of any of the following types of governmental units, please so indicate by stating the name or names of the governmental units involved:

Fire City of Gresham/Mult. Co. Fire District #10

Police Multnomah County Sheriff's Office

Water Interlachen Water PUD

Wastewater City of Fairview

Stormwater City of Fairview

Parks, Recreation, and Open Space City of Fairview & Metro

Streets Multnomah County

Transit TriMet

Other See attached real property tax bill

- B. The proposed providers of urban services to the affected territory following the proposed annexation:

Fire City of Gresham

Police City of Fairview

Water Interlachen Water PUD

Wastewater City of Fairview

Stormwater City of Fairview

Parks, Recreation, and Open Space City of Fairview & Metro

Streets Multnomah County

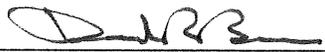
Transit TriMet

Other See attached real property tax bill

CERTIFICATION OF DESCRIPTION

FOR ANNEXATION

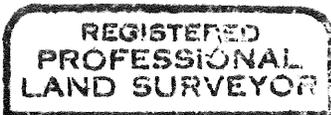
I hereby certify that the lot, block and subdivision legal description of the real property, i.e. "Lot 38, West Interlachen, in the County of Multnomah and State of Oregon", as recorded with the Multnomah County Surveyor's Office in survey #36113 and further identified in West Interlachen subdivision plat recorded in Book 1200, Page 45 of the Multnomah County Plat Records, proposed for annexation closes and complies with ORS 308.225(2)(b)(B) and pursuant to the City's annexation application instructions may be substituted for a metes and bounds description because the area is platted and no metes and bounds description is available; and the said survey map outlining the boundary is a true representation of the description.

Signature: 
Registered Land Surveyor or Registered Professional Engineer

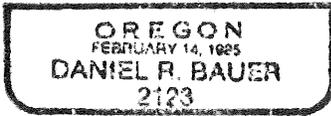
Print Name: Daniel R. Bauer, PLS, of Marx Associates Land Surveyors & Planners

Date: FEBRUARY 24, 2020

Seal:







EXP 1125 12-31-21

Exhibit _____

PETITION TO ANNEX TO THE CITY OF FAIRVIEW

To the Honorable Mayor and Council of the City of Fairview, Oregon:

We, the undersigned owner(s) of the property described below and/or elector(s) residing at the referenced location, hereby petition for, and give consent to, annexation of said property to the city of Fairview. We understand that the City will review this request in accordance with ORS Chapter 222, applicable Metro Chapter 3.09 and applicable Fairview Municipal Code procedures prior to approving or denying the request for annexation.

Notice to Petitioners: A person signing this petition must be the legal owner of record or contract purchaser of real property or a registered voter in Multnomah County within the proposed annexation area. If title to any parcel of property is in the names of two or more persons, each owner "vote" shall be divided according to ownership percentage. It is therefore recommended that each owner sign the petition. If you are owner of more than one parcel of land within the proposed annexation area, each parcel must be listed separately.

Each Owner's/Elector's Signature	Printed Name	I am a*				PROPERTY DESIGNATION (Assessor's # ex. R123456789 & State ID# ex. 1S3E04DD 2000	Date
		PO RV	PO	RV	RV		
<i>Margery L. Rieff</i>	Margery L. Rieff, trustee of the Margery L Rieff RLT 1/10/03	X				R893500790 & 1N3E20DA-00400	7/27/20
<i>Melvyn A. Rieff</i>	Melvyn A. Rieff			X		R893500790 & 1N3E20DA-00400	7/27/20

* Please check **one** of the following: **PORV** = property owner and registered voter living within subject area; or **PO** = property owner either not living within subject area or not a registered voter; or **RV** = registered voter living within subject area but not property owner.



ANNEXATION PERMIT APPLICATION

Planning Services

1300 N.E. Village Street, Fairview, Oregon 97024

Phone: (503) 674-6206 www.fairview.gov

CERTIFICATION OF REGISTERED VOTERS

I certify that the attached property voter information list for annexation of described territory to the City of Fairview contains the names of the electors registered in the territory to be annexed as shown in the most recent records of the Multnomah County Elections Division.

NAME Eric Sample

TITLE Program & Communications Coordinator
MULTNOMAH COUNTY ELECTIONS DIVISION

DATE 02/04/2020
20101 NE Interlachen Ln. Fairview OR 97024

Melvyn A. Rieff

Margery L. Rieff



PROPERTY VOTER INFORMATION SHEET

(This form is NOT the petition)

Metro code 3.09.040 requires the names and mailing addresses of all persons owning property and all electors within the affected territory as shown in the records of the tax assessor and the elections division.

	NAME OF VOTER	ADDRESS
1	Margery L. Rieff	20101 NE Interlachen Ln Fairview, OR 97024
2	Melvyn A. Rieff	20101 NE Interlachen Ln Fairview, OR 97024
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

PROPERTY OWNER INFORMATION SHEET

(This form is NOT the petition)

Metro Code 3.09.040 requires the names and mailing addresses of all persons owning property and all electors within the affected territory as shown in the records of the tax assessor and county clerk.

	NAME OF OWNER(S)	MAILING ADDRESS (Include city, state & zip code)	PROPERTY ADDRESS (If different from mailing address)	PROPERTY DESIGNATION (Assessor's # ex. R123456789 & State ID# ex. 1S3E04DD 2000
1	Margery L. Rieff, trustee of the Margery L. Rieff Revocable Living Trust dated January 10, 2003	20101 NE Interlachen Ln Fairview, OR 97024	Same	R893500790 & IN3E20DA-00400
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

ANNEXATION APPROVAL CRITERIA See attached narrative.

The following Fairview and Metro criteria will be used by staff to evaluate the annexation application. Staff will make findings on the application's consistency with these criteria as part of the City Council staff report.

Fairview Development Code

FMC 19.413.040 Type IV procedures (legislative).

A. Type IV matters are considered initially by the planning commission with final decisions made by the city council. Type IV procedures apply to legislative matters and involve the following:

- 1. Zoning map amendments.*
- 2. Development code text amendments.*
- 3. Comprehensive plan text amendments.*
- 4. Comprehensive plan map amendments.*
- 5. Planned developments.*
- 6. Park master plans.*
- 7. Master plan adoption.*
- 8. Annexations.*

G. Decision Making Consideration. The recommendation by the planning commission and the decision by the city council shall be based on consideration of the following factors:

- 1. Statewide planning goals and guidelines.*
- 2. Comments from applicable federal or state agencies.*
- 3. Applicable intergovernmental agencies.*
- 4. Applicable Comprehensive Plan policies*

Following are the applicable Comprehensive Plan policies:

**Comprehensive Plan
Chapter 3 – Community Building**

12. In order to assure orderly development in conformance with the Comprehensive Plan, the City will adopt the following policies for annexation and development within the planning area boundary.

A. Annexation will be permitted if:

(1) The proposed use of the area to be annexed conforms to the Comprehensive Plan.

(2) The City is able to provide adequate services for the area including sewer, water, administration and fire protection.

(3) The proposal for use of the new area meets City standards for roads, sewers, water, storm drainage and other services.

(4) The area to be annexed is inside the urban planning area.

(5) The majority of the area to be annexed is contiguous to the City and represents a logical direction for City expansion.

(6) The majority of the residents within the area to be annexed agree that annexation is appropriate.

B. Upon annexation, the land use designation(s) indicated by the Comprehensive Plan and Map (see Figure 3-A) for the annexation area will supersede the Multnomah County Comprehensive Plan land use designation(s). Zoning, in concert with the Fairview Comprehensive Plan, will be recommended by the Planning Commission for adoption and enforcement by the City.

13. The City of Fairview will notify Multnomah County of any proposed annexations or service extensions beyond its corporate limits.

14. The policies of this Comprehensive Plan will be implemented through the Development Code of the City of Fairview and other regulations and programs as appropriate.

15. Fairview will coordinate with Metro as elements of the Regional Plan are formulated or amended that affect Fairview. This includes use of population projections.

04/17/19

Metro Code Criterion

The approving authority shall make available to the public (at least seven days for an expedited annexation and 15 days for a public hearing annexation) a report that addresses the factors listed in Section 3.09.050(b) and demonstrates compliance with the criteria contained in Sections 3.09.050(d) and (g). This report will be sent to Metro along with the final decision and Metro filing fee within 5 working days of the decision.

3.09.05(b)

- (1) The extent to which urban services presently are available to serve the affected territory including any extra territorial extensions of service;*
- (2) A description of how the proposed boundary change complies with any urban service provider agreements adopted pursuant to ORS 195.065 between the affected entity and all necessary parties;*
- (3) A description of how the proposed boundary change is consistent with the comprehensive land use plans, public facility plans, regional framework and functional plans, regional urban growth goals and objectives, urban planning agreements and similar agreements of the affected entity and of all necessary parties;*
- (4) Whether the proposed boundary change will result in the withdrawal of the affected territory from the legal boundary of any necessary party;*
- (5) The proposed effective date of the decision.*

A final boundary change decision by an approving entity shall state the effective date, which date shall be no earlier than 10 days following the date that the decision is reduced to writing, and mailed to all necessary parties. However, a decision that has not been contested by any necessary party may become effective upon adoption.

3.09.050(d)

- (1) Consistency with directly applicable provisions in an urban service provider agreement or annexation plan adopted pursuant to ORS 195.065;*
- (2) Consistency with directly applicable provisions of urban planning or other agreements, other than agreements adopted pursuant to ORS 195.065, between the affected entity and a necessary party;*
- (3) Consistency with specific directly applicable standards or criteria for boundary changes contained in comprehensive land use plans and public facility plans;*
- (4) Consistency with specific directly applicable standards or criteria for boundary changes contained in the Regional Framework Plan or any functional plan;*

- (5) *Whether the proposed change will promote or not interfere with the timely, orderly and economic provisions of public facilities and services;*
- (6) *The territory lies within the Urban Growth Boundary;*
- (7) *Consistency with other applicable criteria for the boundary change in question under state and local law.*

3.09.050(g)

- (g) *Only territory already within the defined Metro Urban Growth Boundary at the time a petition is complete may be annexed to a city or included in territory proposed for incorporation into a new city. However, cities may annex individual tax lots partially within and without the Urban Growth Boundary.*

FAIRVIEW REQUIRED CRITERIA AND POLICIES FOR ANNEXATIONS

Margery L. Rieff and Melvyn A. Rieff Annexation Application

Narrative about satisfaction of the approval criteria is in italics

July 30, 2020

A. State Standards

Oregon Revised Statute 222 authorizes and guides the process for annexations of unincorporated and adjacent areas of land into the incorporated boundary of the City. In this particular instance, the property owners of the area, are petitioning the City to annex under the annexation provisions outlined in Senate Bill 1573, which was added to ORS 222.111 to 222.180. Senate Bill 1573, Subsection 2(4) states that when the legislative body (City Council) determines that the annexation petition meets the criteria described in subsection (2), the territory is to be annexed to the city by ordinance. Assuming the City Council determines that the annexation petition meets the prescribed criteria, an ordinance annexing the territory and forwarding notification to the Secretary of State, Department of Revenue and affected agencies and districts will be prepared for Council approval.

Senate Bill 1573, Section 2.

- (1) This section applies to a city whose laws require a petition proposing annexation of territory to be submitted to the electors of the city.**
- (2) Notwithstanding a contrary provision of the city charter or a city ordinance, upon receipt of a petition proposing annexation of territory submitted by all owners of land in the territory, the legislative body of the city shall annex the territory without submitting the proposal to the electors of the city if:**

The proposed annexation is not required to be submitted to the electors of the city, because all property owners and electors of the territory proposed for annexation, a single parcel, have submitted the annexation application and the following criteria have been met.

The territory is included within an urban growth boundary adopted by the city or Metro, as defined in ORS 197.015;

The territory is included with the Metro adopted urban growth boundary.

- (a) The territory is, or upon annexation of the territory into the city will be, subject to the acknowledged comprehensive plan of the city;**

The territory upon annexation into the city will be subject to the acknowledged Fairview Comprehensive Plan of June 2004, as revised January 2017 (the "Comp Plan"). The territory is single family residential land that meets the housing needs identified in Chapter 10 of the Comp Plan and will be included in The Lakes neighborhood as described on page 7 and depicted in Figure 3-C on page 38.

- (b) At least one lot or parcel within the territory is contiguous to the city limits or is separated from the city limits only by a public right-of-way or body of water; and**

The western boundary of the parcel to be annexed is contiguous to the city limits.

- (c) The proposal conforms to all other requirements of the city's ordinances.**

The annexation proposal conforms to state law, the Comprehensive Plan, and all other requirements with city ordinances. While the city does not have a specific municipal code section for annexation, the City Charter Chapter 1, Section 3 states the "City includes all territory within its boundaries as they now exist or hereafter are modified pursuant to state law." Moreover, under the Fairview Development Code 19.413.040.A.8, annexation is a Type IV procedure and only one hearing by the City Council is required pursuant to FMC 19.4130040.B, which is the procedure being applied in this instance.

- (3) The territory to be annexed under this section includes any additional territory described in ORS 222.111 (1) that must be annexed in order to locate infrastructure and right-of-way access for services necessary for development of the territory described in subsection (2) of this section at a density equal to the average residential density within the annexing city.**

No additional land needs to be annexed to locate infrastructure and right-of-way access to the territory proposed for annexation. The subject parcel is residential land that is currently developed with a single-family dwelling and accessory structures that has existing urban services and access. The existing residential use will continue after annexation occurs.

- (4) When the legislative body of the city determines that the criteria described in subsection (2) of this section apply to territory proposed for annexation, the legislative body may declare that the territory described in subsections (2) and (3) of this section is annexed to the city by an ordinance that contains a description of the territory annexed.**

The property to be annexed into the city is legally described in the Certification of Description that accompanies the annexation application.

B. Regional Standards

In addition to the specific criteria for deciding city boundary changes within Senate Bill 1573, the Legislature has directed Metro to establish criteria, which must be used by all cities within the Metro boundary. This area is both within the Urban Growth Boundary and within Metro's Boundary. As such, below is a review of the annexation for compliance with the applicable Metro Code Chapter, Chapter 3.09 (Local Government Boundary Changes).

3.09.50 Hearing and Decision Requirements for Decisions Other Than Expedited Decisions

- A. The following requirements for hearings on petitions operate in addition to requirements for boundary changes in ORS Chapters 198, 221 and 222 and the reviewing entity's charter, ordinances or resolutions.**
- B. Not later than 15 days prior to the date set for a hearing the reviewing entity shall make available to the public a report that addresses the criteria in subsection (d) and includes the following information:**
- 1. The extent to which urban services are available to serve the affected territory, including any extra territorial extensions of service;**

The proposed area of annexation currently has urban services as indicated below:

Water: *Interlachen Water PUD currently provides water services to the property and will continue to do so after annexation.*

Sewer: *The City of Fairview is the current provider of sewer services to the territory proposed for annexation and will continue to do so.*

Storm Drainage. *Multnomah County Drainage District currently provides storm drainage services to the territory proposed for annexation and will continue to do so.*

Parks and Recreation. *The property currently receives parks and recreation service from Metro, the regional government, most particularly Blue Lake Regional Park which is adjacent to the subject property. Moreover, due to its proximity to the city, it is ostensibly currently being served by the City Parks Department, as well. Metro and the city will continue to provide these services to the property post-annexation.*

Transportation. *Public transportation services are currently provided by TriMet. The affected territory is adjacent to and has vehicular access to a county road, particularly Interlachen Lane.*

Fire. *The City of Gresham currently provides fire protection services to the affected territory, through the Multnomah County Fire District #10. The city receives its fire protection services from the City of Gresham, so the affected territory will continue to receive fire services through the City of Gresham.*

Police. *Multnomah County Sheriff's Office currently provides police services to the affected territory. After annexation, the City of Fairview police department will have jurisdiction over the property.*

- 2. Whether the proposed boundary change will result in the withdrawal of the affected territory from the legal boundary of any necessary party; and**

The proposed annexation will not withdraw the affected territory from the legal boundary of any necessary party.

- 3. The proposed effective date of the boundary change.**

Proposed boundary change is estimated to take effect in August 2020.

- C. The person or entity proposing the boundary change has the burden to demonstrate that the proposed boundary change meets the applicable criteria.**

The submitted application materials demonstrate that all approval criteria for the proposed boundary change have been met.

- D. To approve a boundary change, the reviewing entity shall apply the criteria and consider the factors set forth in Subsections (D) and (E) of Section 3.09.045.**

The proposed annexation complies with Subsections (D) and (E) of Section 3.09.045 as set forth below.

Metro Criteria § 3.09.045 (D)

- 1. Find that the change is consistent with expressly applicable provisions in:**
a. Any applicable urban service agreement adopted pursuant to ORS 195.065;

The annexation is consistent with existing urban service area agreements.

- b. Any applicable annexation plan adopted pursuant to ORS 195.205**

The annexation application is initiated by the owner and all the voters of the proposed territory for annexation; thus ORS 195.205 is not applicable and no annexation plan pursuant to ORS 195.205 exists for this territory.

- c. Any applicable cooperative planning agreement adopted pursuant to ORS 195.020(2) between the affected entity and a necessary party**

The annexation application is consistent with the Fairview-Multnomah County Urban Planning Area Agreement.

- d. Any applicable public facility plan adopted pursuant to a Statewide planning goal on public facilities and services; and**

The annexation application is consistent with existing public facility plans.

- e. Any applicable comprehensive plan; and**

As previously noted, the proposed action is consistent with the Fairview Comprehensive Plan.

- f. Any applicable concept plan.**

There is no concept plan for this area and the Fairview Comprehensive Plan controls.

2. Consider whether the boundary change would:

- a. Promote the timely, orderly and economic provision of public facilities and services;**

Since the territory is in an unincorporated enclave surrounded by the City of Fairview and receives a majority of its urban services from the same providers as in the City of Fairview, the addition of the property to the city will promote the timely, orderly and economic delivery of public facilities and services. For example, due to the proximity of the territory to the city, the residents of the area already have easy access to the Fairview park system and now the annexation will result in the property owners paying a portion of its property taxes to the City of Fairview, which will help finance its park system.

- b. Affect the quality and quantity of urban services; and**

Since the territory is an existing low-density residential parcel, the annexation will not affect the quality and quantity of urban services that is currently provided by the city.

- c. Eliminate or avoid unnecessary duplication of facilities or services.**

The proposed annexation will not create the duplication of public facilities or services, because after annexation occurs the territory will be serviced by many of the same urban service providers as currently being made, and the city will take over responsibility for police services for the affected area.

Metro Criteria § 3.09.045 (E)

A city may not annex territory that lies outside the UGB, except that it may annex a lot or parcel that lies partially within and partially outside the UGB.

The proposed territory currently lies entirely within the UGB.

C. Local Standards

Comprehensive Plan Policies

These policies come from the Fairview Comprehensive Plan.

12. In order to assure orderly development in conformance with the Comprehensive Plan, the City will adopt the following policies for annexation and development within the planning area boundary.

A. Annexation will be permitted if:

- (1) The proposed use of the area to be annexed conforms to the Comprehensive Plan.**

The proposed use of the area to be annexed is for Detached Single-Family Housing in the Lower Density Residential Overlay Zone (R-10) pursuant to the Residential District in Chapter 19.30 of the Fairview Municipal Code, which matches with the existing size of the subject lot that is 15,323 square feet. This use conforms to the Comprehensive Plan, particularly the goals and relevant policies stated in Chapters 3 (Community Building, Policy 12 for Annexation) and Chapter 10 (Housing).

- (2) The City is able to provide adequate services for the area including sewer, water, administration and fire protection.**

The city currently provides sewer services to the area and will continue to do so after annexation. Water services will continue to be provided through Interlachen Water PUD. Fire protection will continue to be provided through the City of Gresham, which currently services both the territory to be annexed through the Multnomah County Fire District #10 and the city.

- (3) The proposal for use of the new area meets City standards for roads, sewers, water, storm drainage and other services.**

The annexation request is not associated with any new development or new use of the property, and the new area is already served by roads, sewer, and water.

- (4) The area to be annexed is inside the urban planning area.**

The area to be annexed is within the urban planning area boundary identified in the Urban Planning Area Agreement, dated September 6, 1988, between the City of Fairview and Multnomah County.

- (5) The majority of the area to be annexed is contiguous to the City and represents a logical direction for City expansion.**

The city limits are on the western boundary of the area to be annexed. Thus, the entire area is contiguous to the city. Since the area is within the UGB and contiguous to the city, it represents a logical step for city expansion.

- (6) The majority of the residents within the area to be annexed agree that annexation is appropriate.**

Two people reside in the area to be annexed. Both have signed the petition for annexation and agree that annexation is appropriate, constituting 100% of the residents.

- B. Upon annexation, the land use designation(s) indicated by the Comprehensive Plan and Map (see Figure 3-A) for the annexation area will supersede the Multnomah**

County Comprehensive Plan land use designation(s). Zoning, in concert with the Fairview Comprehensive Plan, will be recommended by the Planning Commission for adoption and enforcement by the City.

As mentioned above, the proposed zoning for the annexation area is Lower Density Residential (R-10), which is the same zoning as other residential properties in The Lakes Area and is consistent with Chapter 10 of the Comprehensive Plan.

Title 19 Development Code

19.470.600 Transportation planning rule compliance.

- A. When a development application includes a proposed comprehensive plan amendment or land use district change, the proposal shall be reviewed to determine whether it significantly affects a transportation facility consistent with OAR [660-012-0060](#).**

No comprehensive plan amendment or land use district change is proposed in this annexation request.

- B. Amendments to the comprehensive plan and land use standards which significantly affect a transportation facility shall assure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the Transportation System Plan. This shall be accomplished by one of the following:**

- 1. Limiting allowed land uses to be consistent with the planned function of the transportation facility; or**

Since this proposal does not involve a comprehensive plan amendment or land use standards, the provision is not applicable. Nevertheless, the annexation involves a currently developed low-density residential property and will not increase traffic demands on the existing transportation facility.

- 2. Amending the Transportation System Plan to ensure that existing, improved, or new transportation facilities are adequate to support the proposed land uses consistent with the requirement of the Transportation Planning Rule; or**

As mentioned above, the comprehensive plan and land use standards are not being amended and since the use of the area to be annexed will remain the same as a low-density residential property, consequently the TSP does not need to be amended.

3. **Altering land use designations, densities, or design requirements to reduce demand for automobile travel and meet travel needs through other modes of transportation. (Ord. 6-2001 § 1)**

After annexation, the territory will maintain a similar land use designation, as low density residential, and consequently, future automobile travel needs will remain constant.

19.413.040 Type IV procedures (legislative).

G. Decision Making Consideration. The recommendation by the planning commission and the decision by the city council shall be based on consideration of the following factors:

- 1. Statewide planning goals and guidelines.**

Only Goals 1, 2, 5, 6, 7, 9, 10, 11, 12, 13, 14, and 16 are applicable.

Goal 1- The proposed annexation satisfies the Citizen Involvement planning goal, because the request for annexation is being brought forth by 100% of the residents of the territory to be annexed and the public will be given the opportunity to provide input during the land use planning process through comment and attendance at the City Council hearing on the matter.

Goal 2- The proposed annexation satisfies the Land Use Planning goal, because it adds to the single-family residential housing lot to the city that complies with the Comprehensive Plan, is not associated with any new development or new use of the property, and the area is already served by roads, sewer, water, and fire protection. Furthermore, the proposal continues to preserve the lake-oriented residential area of The Lakes Goal.

Goal 5- The proposed annexation meets the Natural Resources, Scenic and Historic Areas, and Open Spaces planning goal to conserve open space and protect natural and scenic resources, because the property will continue as one low-density residential lot adjacent to Blue Lake and no new development or use will occur on the property.

Goal 6- The proposed annexation meets the Air, Water, and Land Resources Quality planning goal by remaining as a low-density residential lot adjacent to Blue Lake that will continue to maintain air, water, and land resources quality consistent with federal and state mandates.

Goal 7- The proposed annexation meets the Areas Subject to Natural Hazards planning goal to protect life, property, and natural resources from natural disasters and hazards, because the property will continue as a low-density residential lot adjacent to Blue Lake. No additional development is planned within the FEMA 100-year floodplain of Blue Lake that touches the north portion of the property.

Goal 9- *Since Goal 9 is about making sure cities and counties have enough land available to realize economic growth and development opportunities, the proposed annexation meets the Economic Development goal by maintaining an attractive low-density residential site for future owners who may be workers and employers in the Fairview area.*

Goal 10- *The proposed annexation satisfies the Housing planning goal, because it adds a low-density residential property to the city's housing inventory, thus providing for the housing needs of the citizens of Fairview.*

Goal 11- *The proposed annexation satisfies the Public Facilities and Services goal of developing a timely, orderly and efficient arrangement of public facilities, because the property is an existing single-family residential lot, is not associated with any new development or new use of the property, and the area is already served by roads, sewer, water, and fire protection.*

Goal 12- *The proposed annexation satisfies the Transportation planning goal to provide and encourage a safe, convenient and economical transportation system, because it continues an existing residential use that is consistent with the Comprehensive Plan and the area is already served by roads and public transit.*

Goal 13- *The proposed annexation satisfies the Energy planning goal to assure that urban land use activities are planned, located and constructed in a manner that maximizes energy efficiency, because the property is an existing single-family residential lot, is not associated with any new development or new use of the property, and the area is already served by roads, transit, sewer, and water.*

Goal 14- *The proposed annexation satisfies the Urbanization planning goal because the property is an existing single-family residential lot currently inside the Urban Growth Boundary.*

Goal 16- *The proposed annexation satisfies the Estuarine Resources planning goal, because the property will continue as a low-density residential lot adjacent to Blue Lake, a waterbody connected to the Lower Columbia River Estuary, and no new development or use is planned to occur on the property.*

3. Comments from applicable federal or state agencies.

[Section left blank because no comments are not available at this time]

4. Applicable intergovernmental agencies.

[Section left blank because no comments are not available at this time]

5. Applicable Comprehensive Plan policies.

The annexation application complies with and advances the following City of Fairview Comprehensive Plan policies:

Chapter 3 (Community Building), Policy 12 (Annexation)

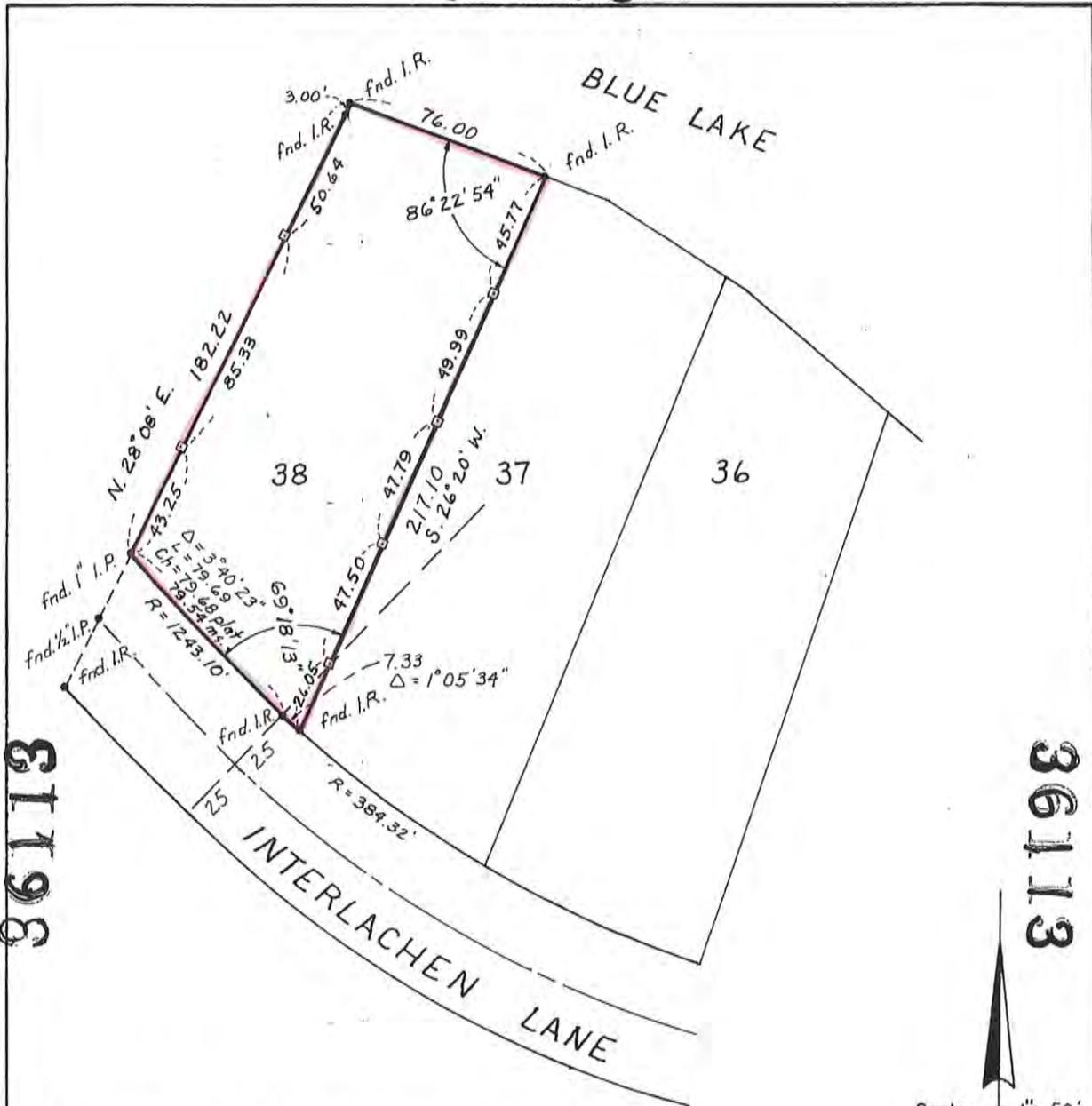
Chapter 10 (Housing), Policy 3 (Continue to comply with the State Housing Goal and Regional Housing Targets for the Portland Region)

Chapter 11, Policy 1 (No urban development shall occur without provision of essential public facilities and services)

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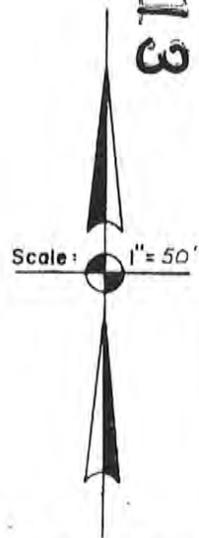
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I hereby certify that this sketch is based upon an actual survey and that the property corners shown hereon are staked or referenced correctly on the ground as indicated by the following symbols:

- | | | | | |
|------------------------------|---|---------------------|---|------|
| Set 5/8" x 30" Iron Rod..... | o | I.R. | | |
| Found iron pipe..... | • | Brass screw..... | • | B.S. |
| Set " " " " I.P. | • | Tack in lead..... | ✕ | |
| Wood hub..... | □ | Conc. monument..... | ⊙ | |
- Basis of Bearings: *Plat*



PROPERTY SURVEY
 LINE PTS, LOT 38, "WEST INTERLACHEN"
 Sec. 20, T. 1N., R. 3E. W.M.

Multnomah County, Oregon no Y4

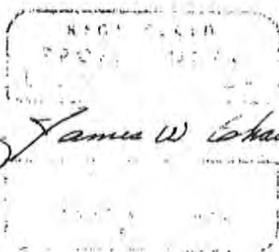
checked for
 mylar location 7-3-73

Date: 6/21/73

MARX & CHASE SURVEYORS INC.

Gresham, Ore.

CP 187 Tel. 665-2116



JOB NO. 73-379

JW

Margery L. Rieff and Melvyn A. Rieff Annexation Application to the City of Fairview

Legal Description of Property to be Annexed

Lot 38, West Interlachen, in the County of Multnomah and State of Oregon.

PLU

Grantor
Melvyn A. Rieff
Grantee
Margery L. Rieff, trustee of the Margery L. Rieff Revocable Trust dated January 10, 2003
After recording return to
Margery L. Rieff, trustee of the Margery L. Rieff Revocable Trust dated January 10, 2003 20101 NE Interlachen Lane Fairview, OR 97024-8809
Until requested, all tax statements shall be sent to
Margery L. Rieff, trustee of the Margery L. Rieff Revocable Trust dated January 10, 2003 20101 NE Interlachen Lane Fairview, OR 97024-8809 Tax Acct No(s): R301124



01702313201600518360010019

\$46.00

04/29/2016 11:08:05 AM

1R-B&S DEED
\$5.00 \$11.00 \$20.00 \$10.00

Pgs=1 Stn=10 ATKRH

Reserved for Recorder's Use

STATUTORY BARGAIN AND SALE DEED

Melvyn A. Rieff, Grantor, conveys to Margery L. Rieff, trustee of the Margery L. Rieff Revocable Trust dated January 10, 2003, Grantee, the following described real property:

Lot 38, West Interlachen, in the County of Multnomah and State of Oregon.

The true consideration for this conveyance is \$0.00. (Here comply with requirements of ORS 93.030.)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

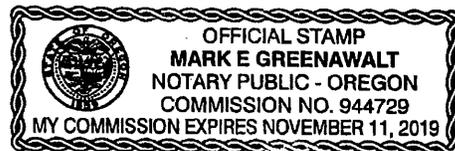
Executed this 13th day of March, 2016

Melvyn A. Rieff

State of Oregon, County of Multnomah) ss. April

This instrument was acknowledged before me on this 13th day of March, 2016 by Melvyn A. Rieff.

Notary Public for Oregon
My commission expires: 11-11-2019



GRANT OF EASEMENT

BOOK 201 PAGE 782

THIS INDENTURE made this 14 day of May, 1971, by and between 3 W-J DEVELOPMENT CO., an Oregon corporation, hereinafter called the GRANTOR, and RICHARD T. WALKER and JUNE WALKER, husband and wife, hereinafter called the GRANTEEES,

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of the following described property, to-wit:

Lots 36 and 37, WEST INTERLACHEN, according to the duly recorded plat thereof, County of Multnomah, State of Oregon.

and

WHEREAS, the Grantees are the owners of the following described property, to-wit:

Lot 38, WEST INTERLACHEN, according to the duly recorded plat thereof, County of Multnomah, State of Oregon.

and

WHEREAS, the Grantees are desirous of securing an easement for a roadway over and across the lands of the Grantor as hereinafter described, and the Grantor has agreed to grant to the Grantees said easement;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for good and valuable consideration, the Grantor hereby grants to the Grantees, their heirs and assigns, the right to enter upon, build and maintain, at the Grantees' sole cost and expense, reserving to the Grantor, its successors or assigns, however, in consideration thereof, the right to use said roadway, situate upon the following described lands within the County of Multnomah, State of Oregon, to-wit:

An easement for driveway purposes on Lot 36, West Interlachen in Sections 20 & 21 T1N R3E W.M., more particularly described as follows:

Beginning at the southeast corner of Lot 36, West Interlachen; thence 1.07 feet along the arc of a 384.32 foot radius curve to the right through a central angle of $0^{\circ}09'33''$ the long chord of which bears N. $71^{\circ}36'47''$ W. to the true point of beginning; thence N. $17^{\circ}19'16''$ E. 6.49 feet; thence 42.91 feet along the arc of a 35.00 foot radius curve to the left through a central angle of $70^{\circ}15'$ the long chord of which bears N. $17^{\circ}48'14''$ W.; thence N. $52^{\circ}55'44''$ W. 58.70 feet to the west line of Lot 36; thence S. $23^{\circ}48'$ W. along the said west line 20.55 feet; thence S. $52^{\circ}55'49''$ E. 53.98 feet; thence 18.39 feet along the arc of a 15.00 foot radius curve to the right through a central angle of $70^{\circ}15'$ the long chord of which bears S. $17^{\circ}48'14''$ E.; thence S. $17^{\circ}36'47''$ W. 5.57 feet to the south line of Lot 36; thence 20.02 feet along the arc of a 384.32 foot radius curve to the left through a central angle of $0^{\circ}09'33''$ the long chord of which bears S. $70^{\circ}02'77''$ E. to the true point of beginning.

An easement for driveway purposes on Lot 37, West Interlachen in Sections 20 & 21 T1N R3E W.M., more particularly described as follows:

Beginning at the southwest corner of Lot 37, West Interlachen; thence N. 26°20' E. 27.10 feet to the true point of beginning; thence N. 26°20' E. 20.36 feet; thence S. 52°55'44" E. 83.36 feet to the east line of Lot 37; thence S. 23°48' W. 20.55 feet; thence N. 52°55'44" W. 84.29 feet to the true point of beginning.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the date and year last above written.

GRANTOR:

3 W-J DEVELOPMENT CO., an Oregon corporation

By N B Welsh Its President

By Mary Lou Johnson Its Secretary

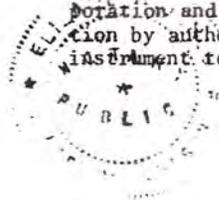


GRANTEES:

Richard T. Walker (SEAL)
RICHARD T. WALKER

June Walker (SEAL)
JUNE WALKER

STATE OF OREGON, County of Multnomah) ss. 6-15, 1971
Personally appeared N. B. WELSH and MARY LOU JOHNSON, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of 3 W-J DEVELOPMENT CO., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.



Before me: [Signature]
Notary Public for Oregon.
My Commission expires: 12-9-72

STATE OF OREGON, County of Multnomah) ss. 6-15, 1971
Personally appeared the above named RICHARD T. WALKER and JUNE WALKER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: [Signature]
Notary Public for Oregon.
My Commission expires: 12-9-72

66098

GRANT OF EASEMENT

* * * * *

3 W-J DEVELOPMENT CO., an
Oregon corporation,

GRANTOR,

RICHARD T. WALKER, ET UX,

GRANTEES.

STATE OF OREGON)
) ss.
Multnomah County)

I, JOHN D. WELDON, Did, Not, Defendant, Clerk of said County, and Clerk of said County, did hereby certify that the instrument of writing was duly recorded in the public office of said County of said County



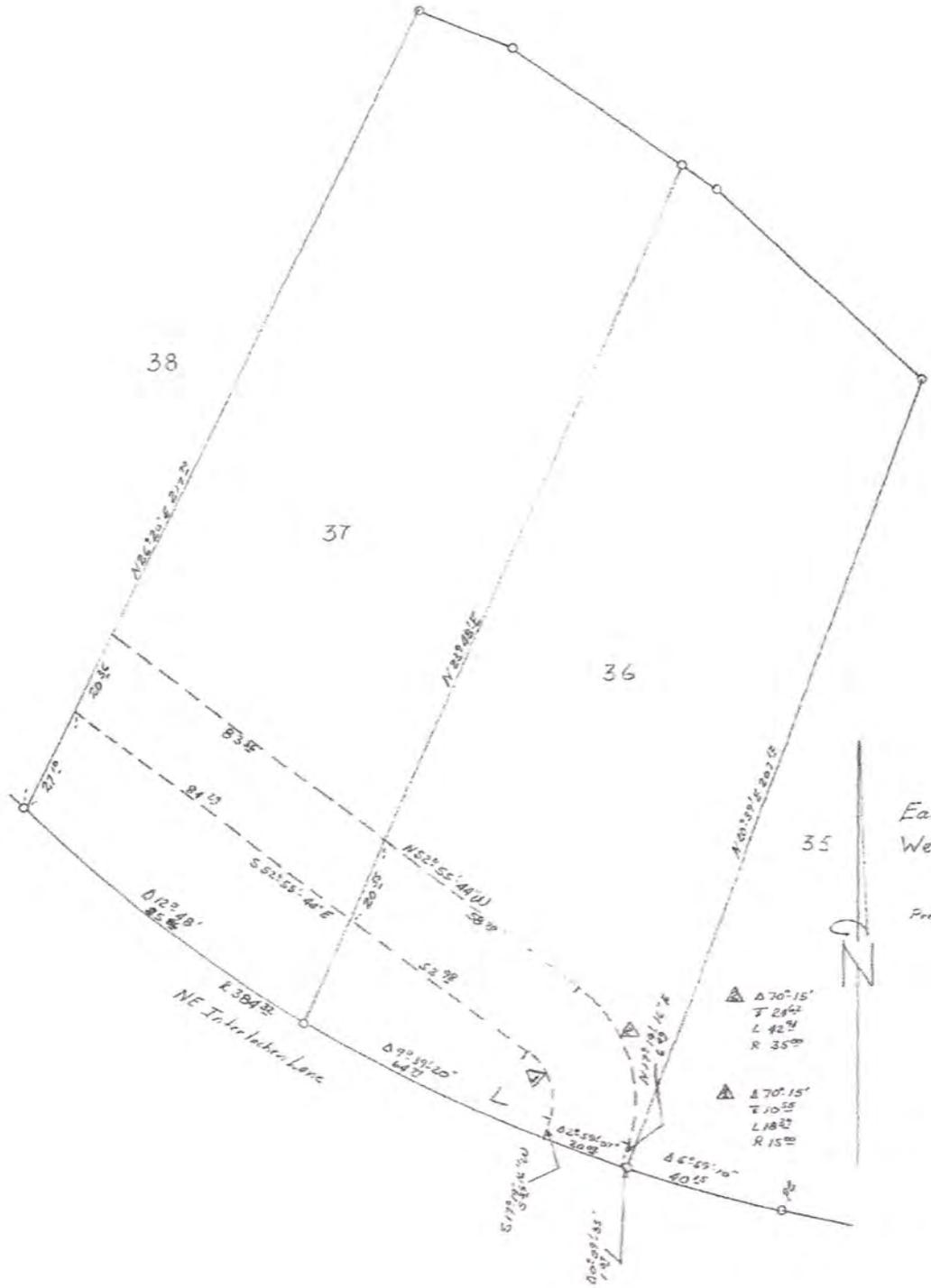
In Book
804
Page 784
Witness my hand and seal of office at
Multnomah, Oregon, this 14th day of
February, 1971.

JOHN D. WELDON, Clerk,
Department of Multnomah County and
Clerk of said County,
Multnomah, Oregon.

ATTORNEYS AT LAW
ONE N.E. 2nd ST. 966-4176
GRESHAM, ORE. 97030

302

30449



Easement across lots 36 & 37
 West Interlachen Sec 20 & 21
 T1N R3E W4M
 Prepared 8/29/69 by Eugene P. D. Lenth
 Scale 1" = 20'

DEPT. PUBLIC WORKS - SURVEY DEPT.
 REGISTER NO. 20449
 FILED OCT 6 1969
 SE 1/4 SEC 20 T1N R3E W4M
 SHEET NO.

30449

30449



ORDINANCE
(6-2020)

**AN ORDINANCE APPROVING ANNEXATION TO THE CITY OF FAIRVIEW OF
0.35 ACRES, COMPRISED OF 1 LOT**

WHEREAS, the Margery and Melvin Rieff, owners of a single 0.35 acre lot, have submitted a petition for annexation of certain land, as described in Exhibit A to this Ordinance, to the City of Fairview; and

WHEREAS, the property owners initiated this annexation in accordance with ORS Chapter 222.127; and

WHEREAS, ORS 222.127 requires City approval without submission to the electors, regardless of any local charter or ordinance requirements to the contrary; and

WHEREAS, the property is not located within any Metro urban reserve, and therefore, does not require a Concept Plan prior to annexation; and

WHEREAS, the property that is proposed to be annexed is contiguous to the current city limits; and

WHEREAS, the property features access (through an existing easement) to Interlachen Lane and requires no additional territory for access or infrastructure purposes; and

WHEREAS, the City does not presently have any other ordinance requirements applicable to this annexation request; and

WHEREAS, the property proposed to be annexed is currently in unincorporated Multnomah County; and

WHEREAS, Multnomah County and the City of Fairview have entered into an agreement acknowledging that the City of Fairview should share services between the two; and

WHEREAS, the petitioners have requested to be part of the City to eventually address lot line concerns without having to involve two different jurisdictions; and

WHEREAS, after proper legal notice, a public hearing was held on the proposed annexation by the City Council on October 21, 2020, at which public comments and testimony were received and considered; and

WHEREAS, the Urban Planning Area Agreement (UPAA) between the City and Multnomah County requires the existing County Comprehensive Plan and Zoning designations to remain after annexation; and

WHEREAS, the Council reviewed and considered the staff report with proposed findings and conclusions for the decision which is included as Exhibit B.

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

Section 1. The territory proposed to be annexed is specifically identified in the legal description and map (Exhibit A) attached to this Ordinance.

Section 2. The applicant has demonstrated that the annexation of the territory proposed to be annexed to the City of Fairview meets all applicable requirements, as documented in Exhibits A & B of the City Council Staff Report.

Section 3. Upon annexation, the existing County Comprehensive Plan and zoning designation of Urban Low Density Residential (LR7) will remain.

Section 4. The territory proposed to be annexed is hereby declared annexed to the City of Fairview.

Section 5. The ordinance is and shall be effective thirty (30) days from its passage.

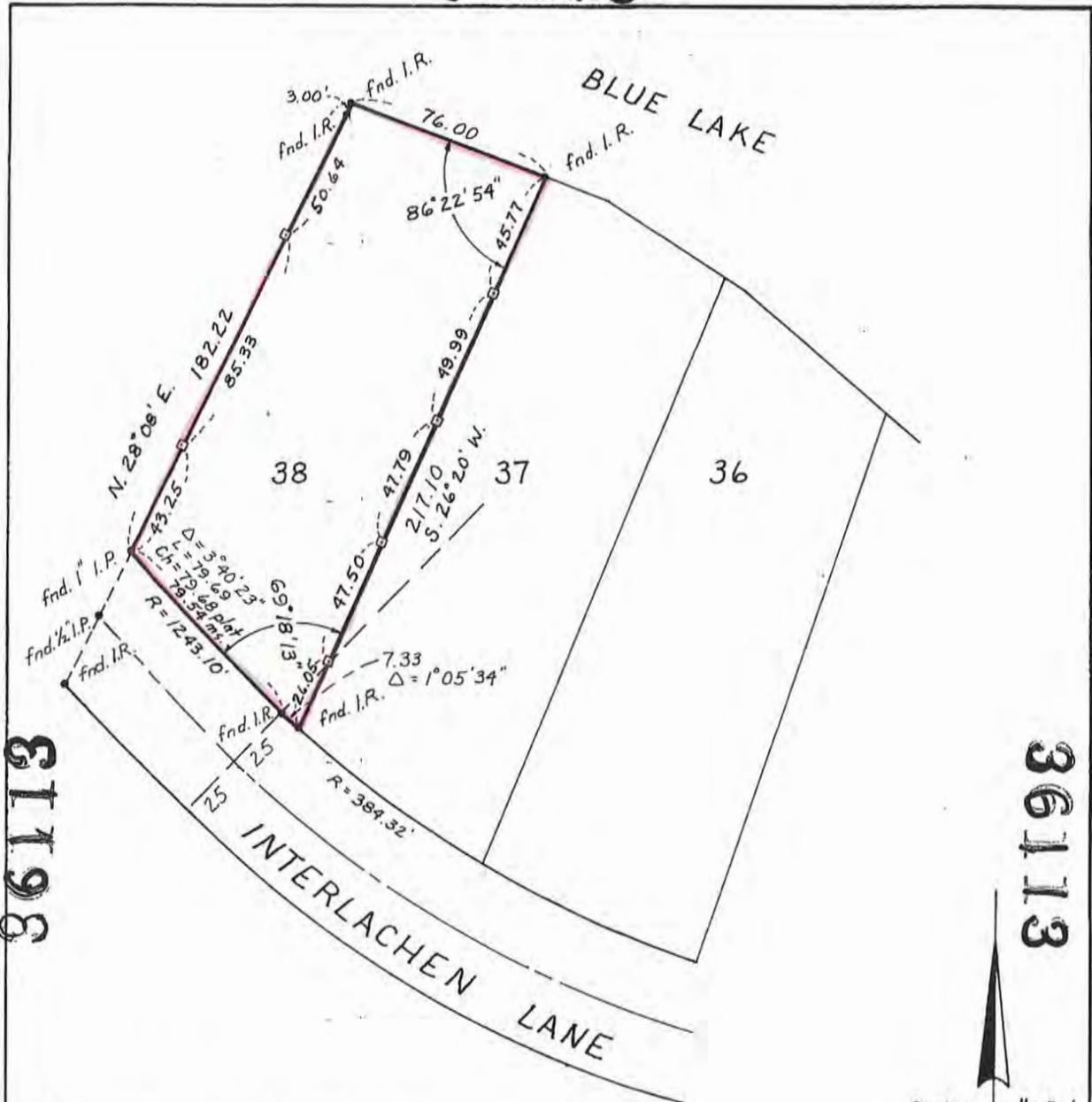
Ordinance adopted by the City Council of the City of Fairview, this 21 day of October, 2020.

Mayor, City of Fairview
Brian Cooper

ATTEST

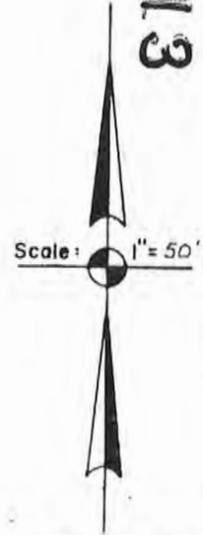
City Recorder, City of Fairview
Devree Leymaster

Date



36113

36113



I hereby certify that this sketch is based upon an actual survey and that the property corners shown hereon are staked or referenced correctly on the ground as indicated by the following symbols:

Set 5/8" x 30" Iron Rod.....	o I.R.		
Found iron pipe..	• Brass screw.....	• B.S.	
Set " "	• I.P.	Tack in lead.....	✕
Wood hub	□	Conc. monument.....	⊙

Basis of Bearings: *Plat*

PROPERTY SURVEY

LINE PTS, LOT 38, "WEST INTERLACHEN"
 Sec. 20, T. 1N., R. 3 E. W.M.
 Multnomah County, Oregon no Y4
 checked for
 meter location 7-3-73
 Date: 6/21/73

MARX & CHASE SURVEYORS INC.
 Gresham, Ore. CP148 Tel. 665-2116

REG. PLAT
 1973

James W Chase

JOB NO. 73-379

JW



AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
October 21, 2020	8.a.	2020-79

TO: Mayor and City Council
FROM: Nolan K. Young, City Administrator
DATE: October 16, 2020

ISSUE:

Consider authorization of the City Administrator to sign a 10-year land lease agreement for the property on the southeast corner of NE Halsey and NE. 223rd Streets. Property to be used for urban renewal development and operation of a Food Cart Court.

RELATED COUNCIL GOALS:

Goal #3: Enhance and promote economic development activity.
Work Plan High Priority Action Item #2: Pursue creation of a Farmers Market and investigate creation of a Fairview Food Cart Pod.

BACKGROUND:

The City has been working with the owner of the property on the southeast corner of NE Halsey and NE 223rd Streets (see attachment A) for the construction of a 15 cart Food Cart Court. The current agreement is that the City will lease the site for 10 years and the Fairview Urban Renewal Agency will pay for the improvements needed for the Food Cart Court. Attached is the proposed lease for the City Council's consideration. The lease is for a 10-year term. At the end of the lease the improvements would remain with the property owner to continue to operate this new facility, which will provide jobs, additional food choices for the community, create general economic activity and enhance the goals of our Main Streets on Halsey project.

The intent is that the City will obtain a facility manager to manage the Food Cart Court and that any net revenue from the lease of cart spaces will be provided back to the URA to use for other URA projects to remove blight and increase property value in the Agency's boundary within the City.

The lease amount that the City will pay is \$1,100 per month. The lease also requires the City to pay for all future property taxes. The lease and property taxes will be paid out of the net Food Cart Court revenue. The URA will also receive the increased property taxes that this new facility will create.

At the City Council meeting on October 21, prior to considering approval of the lease, the City Council will hear a presentation on the feasibility of the project from Cascadia Partners, LLC. This will give the Council an opportunity to ask any questions about the proposed project that this lease will make possible prior to taking final action on the lease.

The property that the City purchased at 22620 NE Halsey Street on October 7 will be used for access and parking for the new Food Cart Court.

BUDGET IMPLICATIONS:

The City under this lease, will be responsible for paying the city utilities and property taxes upon the signing of the lease. The lease payments will not start until the Food Cart Court improvements are completed and the facility is open to the public. At that time, it is estimated that the net revenue the City receives will be enough to pay for the land lease, pay the property taxes and return over a 10-year period a major portion of the \$1.5 to \$2 million that it is anticipated it will cost to construct the Food Cart Court facility.

COUNCIL ALTERNATIVES:

1. **Staff Recommendation:** Move to adopt Resolution 53-2020. This will authorize the City Administrator to sign a lease for the future Fairview Food Cart Court.
2. Postpone signing of the lease agreement to allow for further negotiations or research.
3. Decline to approve the attached lease agreement.



RESOLUTION
(50-2020)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A LEASE FOR THE PROPERTY ON THE SOUTHEAST CORNER OF THE INTERSECTION OF NE HALSEY STREET AND NE 223RD AVE. FOR CONSTRUCTION AND OPERATION OF A FAIRVIEW FOOD CART COURT

WHEREAS, the City of Fairview formed the Fairview Urban Renewal Agency on May 16, 2018; and

WHEREAS, the City Council on November 7, 2018 adopted the Fairview Urban Renewal Plan (Plan) to address blight within the Urban Rental Agency (URA) boundary on December 31, 2018; and

WHEREAS, the URA plan includes redevelopment of private property to remove blight and create economic activity; and

WHEREAS, the vacant property on the southeast corner of Halsey and 223rd Avenue is within the boundaries of the URA and is considered blighted; and

WHEREAS, it has been determined that this site would be feasible for the location of a Food Cart Court; and

WHEREAS, creation of a Fairview Food Cart Court is a high priority action item of the City Council; and

WHEREAS, the City Council has determined that the best way to create a Food Cart Court is for the City to lease this site for 10 years and to have Urban Renewal construct and operate the facility for this 10-year period.

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

Section 1 The Fairview City Council authorizes the City Administrator to sign the 10-year lease, attached in substantially the same form as Exhibit A, for the property on the southeast corner of the intersection of NE Halsey Street and NE 223rd Avenue.

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 21st day of October, 2020.

Mayor, City of Fairview
Brian Cooper

ATTEST

City Recorder, City of Fairview
Devree Leymaster

Date

GROUND LEASE

This GROUND LEASE (this “Lease”) is made and entered into on _____, 20__ (the “Commencement Date”), by and between Denise Arndt (“Landlord”), and The City of Fairview, an Oregon municipal corporation (“Tenant”).

RECITALS

A. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the real property described on attached Exhibit A, together with any and all rights, privileges, easements, and appurtenances (collectively, the “Premises”).

B. Tenant intends to construct on the Premises a food cart court including approximately 15 food cart pads, a covered building for dining, restrooms, and a management office, utilities, free public Wi-Fi, signage with public art, lighting, parking and landscaping as generally depicted on the mutually agreed to site plan attached hereto as Exhibit B (collectively, the “Project”). The Project and any future alterations, additions, replacements, or modifications to the Project during the Term (defined in section 2.2) of this Lease are collectively referred to in this Lease as the “Improvements.”

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant (collectively the “Parties”) agree as follows:

Article 1

Premises

Landlord does hereby demise, lease, and let unto Tenant, and Tenant does hereby take and lease from Landlord, the Premises for the term and on the rents, conditions, and provisions herein.

Article 2

LEASE TERM

2.1 Initial Term. This Agreement takes effect on the Commencement Date. The Premises will be leased for a term of ten (10) years (the “Initial Term”), unless earlier terminated pursuant to the terms of this Lease, however the Initial Term shall begin on the first day of the first month that the Project opens to the public (the “Public Date”) provided that the Project opens to the public within one (1) year of the Commencement Date.

2.2 Early Termination. Notwithstanding anything in this Lease to the contrary, Tenant has the right to terminate this Lease within the time periods and for the reasons set forth below:

2.2.1 Inspection and Approval Period. From the Commencement Date through the 30th day after the Commencement Date (the “Inspection and Approval Period”), Tenant, at its cost and expense, may (i) obtain surveys, economic and physical feasibility studies, soil borings, wetland evaluation surveys, woodland analysis, environmental assessments and any other appraisals, inspections, tests, studies, surveys or assurances desired by Tenant to show to the satisfaction of Tenant in its sole discretion that the Premises is usable by Tenant for the purpose of constructing and operating the Project, including but not limited to determining whether all utility lines necessary for construction and operation of the Project are present on or near the Premises, whether standard shallow foundations may be used, whether any Hazardous

Substances (as defined in section 5.2) are located in, on, at, under, about, or upon the Premises, and whether the Project can be constructed and operated at a cost and expense acceptable to Tenant in its sole discretion; and (ii) obtaining the valid and irrevocable grant, on terms and conditions satisfactory to Tenant, of all necessary site plan approvals, building permits, licenses, variances, and other approvals that are necessary for Tenant to construct and operate the Project to the satisfaction of Tenant in its sole discretion (collectively, the “Approvals”). Landlord agrees at all times to fully cooperate with Tenant’s efforts to submit for and to obtain the Approvals. If Tenant is not satisfied with any of the items or matters set forth under clause (i) above (in Tenant’s sole discretion) or if Tenant has not obtained the Approvals (on terms and conditions acceptable to Tenant in its sole discretion) by the expiration of the Inspection and Approval Period, Tenant may terminate this Lease by providing written notice thereof to Landlord not later than the expiration of the Inspection and Approval Period; otherwise, at the expiration of the Inspection and Approval Period Tenant will be deemed to have waived these contingencies.

2.2.2 Title Review Period. From the Commencement Date through the 30th day after the Commencement Date (the “Title Review Period”), Tenant, at its cost and expense, may obtain (i) a preliminary title report covering the Premises and copies of all special exceptions referenced therein (collectively, the “Title Report”) from a title insurance company selected by Tenant (the “Title Company”) and (ii) a survey of the Premises (the “Survey”), if desired by Tenant, and notify Landlord in writing of any objectionable matters or defects appearing in the Title Report or on the Survey which affects the marketability or insurability of title to the Premises or which adversely affects the use of the Premises for the Project (individually and collectively, the “Objectionable Matters”). Landlord has 15 days after being notified of any Objectionable Matters to give written notice to Tenant (the “Reply Notice”) of those Objectionable Matters which Landlord is unable or unwilling to cure. Landlord is deemed to have agreed to cure all Objectionable Matters with the exception of those Objectionable Matters that Landlord is unable or unwilling to cure as set forth in the Reply Notice delivered to Tenant within said 15-day period. If one or more of the Objectionable Matters cannot or will not be cured by Landlord, then Tenant has the right to terminate this Lease by providing written notice thereof to Landlord within 10 days after receipt of the Reply Notice; otherwise, Tenant is deemed to have accepted the following as permitted title exceptions (collectively, the “Permitted Exceptions”): (a) those exceptions appearing in the Title Report and those matters appearing on the Survey (if obtained by Tenant) to which Tenant does not object by the expiration of the Title Review Period; and (b) those Objectionable Matters that Landlord is unable or unwilling to cure as set forth in the Reply Notice. With respect to any Objectionable Matters that Landlord agrees or is deemed to have agreed to cure, Landlord must exercise good-faith best efforts to procure the cure of such Objectionable Matters within 15 days after expiration of the time period for Landlord to deliver the Reply Notice to Tenant (the “Title Cure Period”). If Landlord does not cure all such Objectionable Matters within this time period, then Tenant may (A) waive the uncured Objectionable Matters, in which case this Lease will continue in effect and the uncured Objectionable Matters will become Permitted Exceptions; (B) terminate this Lease by providing written notice thereof to Landlord within 10 days after expiration of the Title Cure Period, in which case Tenant may collect from Landlord all costs and expenses incurred by Tenant in connection with entering into this Lease, conducting its due diligence activities, and obtaining the Approvals; or (C) pursue any and all remedies available to Tenant at law or in equity.

2.2.3 Leasehold Title-Insurance Policy. Within 10 days after expiration or waiver of the Title Cure Period or the Inspection and Approval Period, whichever is later, Landlord must cause the Title Company to issue to Tenant, at Tenant's cost and expense, a leasehold owner's policy of title insurance pursuant to the Title Report with an insured amount determined by Tenant, containing no exceptions other than the standard preprinted exceptions (unless Tenant obtains the Survey) and the Permitted Exceptions, and with those endorsements determined by Tenant (the "Title Policy"). If the Title Company does not issue the Title Policy to Tenant by the expiration of the above-referenced time period through no fault of Tenant, Tenant has the right to (a) waive the requirement for a Title Policy; (b) terminate this Lease by providing written notice thereof to Landlord within 10 days after expiration of the above-referenced time period, in which case Tenant may collect from Landlord all costs and expenses incurred by Tenant in connection with entering into this Lease, conducting its due diligence activities, and obtaining the Approvals; or (c) pursue any and all remedies available to Tenant at law or in equity.

2.2.4 Non-disturbance and Attornment Agreement. By the expiration of the Inspection and Approval Period, Landlord must cause the holder (each, a "Landlord Mortgagee") of each mortgage or deed of trust granted by Landlord or a predecessor in title to the Premises and constituting a lien against the Premises as of the Commencement Date (each, a "Landlord Mortgage") to execute and deliver to Tenant, at Landlord's cost and expense, a non-disturbance and attornment agreement (each, a "Non-disturbance Agreement"), in form and substance reasonably acceptable to Tenant, providing (among other terms) that Landlord Mortgagee will not disturb Tenant's occupancy of the Premises in the event that Landlord defaults under the Landlord Mortgage as long as Tenant is not in default under this Lease, and that Tenant will attorn to and recognize the Landlord Mortgagee as Landlord's successor under this Lease if Landlord Mortgagee succeeds to the interest of Tenant under this Lease by foreclosure of the Landlord Mortgage or deed in lieu of foreclosure of the Landlord Mortgage. If Landlord has not provided a Non-disturbance Agreement from each Landlord Mortgagee by the expiration of the Inspection and Approval Period, Tenant has the right to either (a) terminate this Lease by providing written notice thereof to Landlord within 10 days after the expiration of the Inspection and Approval Period, in which case Tenant may collect from Landlord all costs and expenses incurred by Tenant in connection with entering into this Lease, conducting its due diligence activities, and obtaining the Approvals; or (b) pursue any and all remedies available to Tenant at law or in equity.

Article 3 RENT

3.1 Rent for Initial Term. Tenant agrees to pay to Landlord monthly rent in the amount of .25 cents per square foot which is \$1,100 ("Rent") beginning on the Public Date. On the first annual anniversary of the Public Date and every year thereafter (each, an "Adjustment Date"), Rent will increase by 2% percent over the previous monthly rent.

3.2 Payment of Rent. Rent is payable in advance, commencing on the Public Date and thereafter on the first day of each month throughout the Term, without notice or demand and without abatement, deduction or setoff except as otherwise provided in this Lease. Rent and all other amounts payable to Landlord under the terms of this Lease must be delivered to Landlord at its office, located at _____, or at another place that Landlord may designate by notice to Tenant, in lawful money of the United States.

3.3 Late Charge and Interest. If Rent or any other amount payable by Tenant to Landlord is not paid within 10 days of its due date, Tenant will pay to Landlord a late charge of

five percent of the amount due. The parties agree that the late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment. Collection of the late charge will not be considered a waiver of default nor of any other right or remedy.

3.4 Net Lease. This Lease is a totally net lease, and it is intended that the rent provided for in this Lease will be an absolutely net return to Landlord throughout the Term. Tenant will be responsible for paying all costs and expenses relating to the Premises and the Improvements, including real and personal property taxes, utilities, maintenance, repairs, interior and exterior structural repairs, interior and exterior nonstructural repairs, insurance, and all other costs and expenses relating to the Premises and the Improvements. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this Lease, Tenant is required to pay, as additional rent, all sums, impositions, costs, and other payments that Tenant assumes or agrees to pay in any provision of this Lease.

Article 4 SECURITY

4.1 Deposit. Contemporaneously with Tenant's execution and delivery of this Lease, Tenant must deliver to Landlord a cash security deposit in the amount of \$1,100 (the "Deposit"), such amount to be held by Landlord during the Term as security for the performance of Tenant's obligations under this Lease. If Tenant fails to make any payment when due under this Lease, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply, or retain all or any portion of the Deposit for the payment of such obligation or default, or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage that Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Deposit, Tenant must, within 10 days after written demand therefor from Landlord, deposit cash with Landlord in an amount sufficient to restore the Deposit to the full amount stated above, and Tenant's failure to do so constitutes a payment default under this Lease. If Tenant performs all of Tenant's obligations hereunder, Landlord must return the Deposit (or the amount that has not been applied by Landlord as permitted under this section) within 60 days following the expiration or earlier termination of the Term or the date on which Tenant has vacated the Premises, whichever is later. Landlord is not required to keep the Deposit separate from its general funds, and Tenant is not entitled to interest on the Deposit. Landlord is entitled to deliver the funds constituting the Deposit to any purchaser of Landlord's interest in the Premises, whether by sale, foreclosure, deed in lieu of foreclosure, or otherwise, and upon such delivery, Landlord will be discharged from any further liability with respect to the Deposit. Tenant hereby grants Landlord a security interest in the Deposit.

Article 5 USE AND COMPLIANCE WITH LEGAL REQUIREMENTS

5.1 Permitted Use. Tenant will use and occupy the Premises during the Term for the development and construction of the Project and may use the Premises for any other purpose in compliance with all applicable Legal Requirements (as defined in section 5.2 below).

5.2 Compliance with Legal Requirements. Tenant will observe and comply with all Legal Requirements that may apply to the Premises, or to the use or manner of uses of the Premises, or the Improvements or the owners or users of the Improvements, whether or not the Legal Requirements affect the interior or exterior of the Improvements, necessitate structural changes or improvements, or interfere with the use and enjoyment of the Premises or the Improvements, and whether or not compliance with the Legal Requirements is required by

reason of any condition, event, or circumstance existing before or after the Term commences. Tenant will pay all costs of compliance with Legal Requirements.

“Legal Requirements” means all applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Premises, the Improvements, or any component hereof or any activity conducted thereon, including but not limited to those pertaining to Environmental Laws and the use and storage of Hazardous Substances (as these terms are defined below).

“Environmental Laws” means all present or future federal, state, and local laws or regulations related to the protection of health or the environment, including the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC § 9601 *et seq.*), the Toxic Substances Control Act (15 USC § 2601 *et seq.*), the Federal Water Pollution Control Act (the Clean Water Act) (33 USC § 1251 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), amendments to the foregoing, and any rules and regulations promulgated thereunder.

“Hazardous Substances” means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority, including without limitation, any hazardous material, hazardous substance, ultra-hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by Environmental Laws.

5.3 Right to Contest. Tenant will have the right, after prior written notice to Landlord, to contest by appropriate legal proceedings, diligently conducted in good faith, in the name of Tenant or Landlord or both, without cost or expense to Landlord, the validity or application of any Legal Requirement subject to the following: (a) if, by the terms of any Legal Requirement, compliance may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge, or liability of any kind against all or any part of the Premises or the Improvements and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure to comply, Tenant may delay compliance until the final determination of the proceeding; or (b) if any lien, charge, or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest the matter and delay compliance as long as the delay would not subject Landlord to criminal liability or fine, and Tenant furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of the contest or delay, and prosecutes the contest with due diligence. Landlord will execute and deliver any appropriate papers that may be necessary or proper to permit Tenant to contest the validity or application of any Legal Requirement as long as Tenant has satisfied all the requirements of this section and Landlord will incur no cost.

5.4 Prohibited Uses. Tenant will not use or occupy the Premises or the Improvements, or permit or suffer all or any part of the Premises or the Improvements to be used or occupied: (a) for any unlawful or illegal business, use, or purpose; (b) in any manner so as to constitute a nuisance of any kind; (c) for any purpose or in any way in violation of the certificate of occupancy, or of any Legal Requirements, including Legal Requirements respecting Hazardous Substances; or (d) for any business, use, or purpose deemed disreputable.

5.5 No Waste. Tenant will not cause or permit any waste, damage, disfigurement, or injury to the Premises or the Improvements, but Tenant will have the right to demolish and remove any and all the Improvements on the Premises pursuant to and in accordance with the terms of Article 6 below.

Article 6
IMPROVEMENTS

6.1 Demolition of Current Improvements: Tenant may demolish any Improvements located on the Premises as of the Commencement Date and need not restore the Premises to its former condition following any such demolition.

6.2 Construction and Modification of Improvements. Tenant has the right, at any time and from time to time during the Term, at its cost and expense, and after obtaining consent of the Landlord, to construct on any part or all of the Premises such buildings, structures, parking areas, driveways, walks, and other Improvements of any nature (including excavation, earthmoving, paving, installation of utilities, and all other development activities) pertaining thereto as Tenant, in Tenant's sole discretion, considers appropriate. The obligation to obtain the consent of the landlord will not apply to pavement, landscaping, and small buildings for bathroom or storage or temporary structures that will be removed by the Tenant at the end of the lease. Construction of any Improvements will be undertaken in compliance with all Legal Requirements and will be performed in a good and workmanlike manner. Once Improvements are constructed, the Parties must agree before either Party may reconstruct, demolish, remove, replace, remodel, or rebuild any existing Improvements during the Term.

6.3 Title to Improvements. Title to all Improvements constructed by Tenant will be and will remain in Tenant during the Term of the Lease however such Improvements may be demolished, changed, altered, or removed only upon agreement of the Parties. During the Term, Tenant is entitled, for all taxation purposes, to claim cost-recovery deductions and the like on all Improvements constructed by Tenant. At the expiration or earlier termination of the Lease, title to any Improvements remaining on the Premises will automatically pass to, vest in, and belong to Landlord without further action on the part of either party and without cost or charge to Landlord.

6.4 Landlord Cooperation. Landlord agrees to cooperate with Tenant in all respects in connection with Tenant's construction of any Improvements, including but not limited to, executing the applications and other instruments reasonably necessary for construction of the Improvements, provided that Landlord will not be required to pay any application fees or incur any other costs or liabilities in connection with the Improvements beyond Landlord's fees for any professional advice Landlord desires. Landlord will appear as a witness in any legal or administrative proceedings to the extent reasonably necessary to construct the Improvements.

6.5 Easements and Dedications. Tenant and Landlord each recognize that in order to provide for the development of the Premises, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power line, and other easements and dedications and similar rights be granted or dedicated over or within portions of the Premises. Either Party may request such easements and dedications and both Parties must agree to the terms and conditions of same. When the Parties agree to an easement or dedication, both Parties will assist in executing and delivering such documents, from time to time, and throughout the Term of this Lease as may be appropriate, necessary, or required by any governmental agency or public utility company for the purpose of granting such easements and dedications.

Article 7
TAXES AND UTILITIES

7.1 Taxes Defined. As used in this Lease, the terms "Tax" and "Taxes" mean any and all taxes, service payments in lieu of taxes, general or special assessments, excise taxes, transit charges, utility assessments, and any and all charges, levies, fees, or costs, general or special,

ordinary or extraordinary, of any kind that are levied or at the direction of laws, rules, or regulations of any federal, state, or local authority on the Premises or the Improvements, or based on or otherwise in connection with the use, occupancy, or operations of the Premises or the Improvements, or with respect to services or utilities in connection with the use, occupancy, or operations of the Premises or the Improvements, or on Landlord with respect to the Premises or the Improvements, or on any act of leasing space in the Improvements, or in connection with the business of leasing space in the Improvements, including any tax on rents, whether direct or as a part of any “gross receipts” tax, and whether or not in lieu of, in whole or in part, ad valorem property taxes. Taxes will include, but not be limited to, state and local real-property taxes, levies, and assessments, and any tax, fee, or other excise, however described, that may be levied or assessed in lieu of, or as a substitute, in whole or in part, for, or as an addition to any other taxes, and all other governmental impositions and governmental charges of every kind and nature relating to the Premises or the Improvements, including, but not limited to, any road-user or transportation-system-maintenance fee and any charges or fees measured by trip generation or length, parking spaces, impervious surfaces, buildings, vehicle usage, or similar bases for measurement. Subject to the exceptions set forth below, Taxes will not include the following items that Landlord will pay: (a) inheritance or estate taxes imposed on or assessed against Landlord in connection with the Premises or the Improvements, or (b) taxes computed on the basis of income derived from the Premises or the Improvements by Landlord other than a tax on rents as described above.

7.2 Payment of Taxes. Throughout the Term, Tenant will pay all Taxes as they become due. If by law any Tax is payable, or may at the option of the taxpayer be paid, in installments, Tenant may pay the same in installments as each installment becomes due and payable, but in any event must do so before any fine, penalty, interest, or cost may be added for nonpayment of any installment or interest. Taxes for the year in which this Lease commences and expires will be prorated between the parties as of the Commencement Date or expiration date as the case may be and, on the Commencement Date, Tenant will pay its pro rata share of the current year’s taxes.

7.3 Contesting Taxes. If Tenant in good faith desires to contest the validity or the amount of any Tax, Tenant will be permitted to do so by giving to Landlord written notice thereof before commencement of such contest. Landlord will, at Tenant’s expense (including reimbursement of attorney fees reasonably incurred by Landlord), cooperate with Tenant in any such contest to the extent that Tenant may reasonably request, but Landlord will not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Tenant, and Tenant will indemnify and save Landlord harmless from any such costs or expenses. Any rebates on account of the Taxes required to be paid and paid by Tenant under the provisions of this Lease will belong to Tenant, except that to the extent any rebates or refunds are related to a period of time in which this Lease is not in effect (either before commencement or after expiration or termination), the portion of the rebate attributable to such time will be returned to Landlord to the extent previously paid by Landlord. Any contest as to the validity or amount of any Tax, or assessed valuation on which the Tax was computed or based, whether before or after payment, may be made by Tenant in the name of Landlord or of Tenant, or both, as Tenant will determine.

7.4 Evidence of Payment. Promptly after payment, Tenant will provide Landlord with evidence reasonably satisfactory to Landlord that all Taxes required to be paid by Tenant have been paid.

7.5 Personal-Property Taxes. Tenant must pay before delinquency all taxes assessed against and levied on improvements, fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises, and when possible Tenant must cause said improvements, fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of Landlord.

7.6 Utilities and Services. Tenant will pay, directly to the appropriate supplier, for all water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, and all other utilities and services used by Tenant on the Premises as they become due, together with any taxes thereon, from and after the Commencement Date. Landlord must not be in default hereunder nor be liable in damages or otherwise for any failure or interruption of any utility or other service being furnished to the Premises, and no such failure or interruption will entitle Tenant to terminate this Lease or to abate payment of any portion of Rent due hereunder.

Article 8
INSURANCE

8.1 Property Insurance. Tenant, at its cost and expense, will keep all Improvements insured against loss or damage by property insurance written on the standard Insurance Services Office (ISO) "special-form" policy, or its nearest equivalent in use at the time. Tenant will obtain endorsements to its special-form policy to maintain the following types of coverage to the extent required by Landlord and available at commercially reasonable rates: (a) flood, (b) earthquake, (c) business interruption, (d) indirect loss, (e) boiler and machinery perils, and (f) ordinance and law.

8.2 Liability Insurance. Tenant, at its cost and expense, will maintain commercial general liability insurance covering the Premises, the Improvements, and the conduct or operation of its business with limits of loss of at least \$2 million combined single-limit coverage for personal injury and property damage. The insurance policy must be primary to any insurance available to Landlord, contain a severability-of-interest or cross-liability clause, include contractual-liability coverage for Tenant's indemnification obligations contained in this Lease, and name Landlord as an additional insured. Landlord has the right from time to time to increase the amount of liability insurance required under this Lease based on then-current market conditions for properties comparable to the Premises.

8.3 Additional Requirements. Tenant's insurance carriers must be reputable insurance companies reasonably acceptable to Landlord, licensed to do business in the State of Oregon, and have a minimum A-VIII rating as determined by the then-current edition of *Best's Insurance Reports* published by A.M. Best Co. Tenant will provide Landlord with certificates of insurance concurrently with the execution of this Lease and upon each renewal thereafter to establish that Tenant's insurance obligations have been met and that the policies are not subject to cancellation or material change without at least 30 days advance written notice to Landlord; provided, however, that Landlord reserves the right to inspect and require full copies of all insurance policies to be provided to Landlord.

Article 9
RELEASE AND INDEMNIFICATION

9.1 Release. Landlord will not be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or the Improvements, or any injury or damage to the Premises or the Improvements or to any property, whether belonging to Tenant or to any other person, caused by any fire, breakage, leakage, defect, or bad condition on any part of the Premises or the Improvements, or from steam, gas, electricity, water, rain, or snow that may

leak into, issue, or flow from any part of the Premises or the Improvements from the drains, pipes, or plumbing work of the same, or from the street, subsurface, or any place or quarter, or because of the use, misuse, or abuse of all or any of the Improvements, or from any kind of injury that may arise from any other cause whatsoever on the Premises or in or on the Improvements, including defects in construction of the Improvements, latent or otherwise; and Tenant hereby releases Landlord from and against any and all liabilities resulting from any such injuries and damages. Landlord acknowledges that it remains responsible for liability to any third party to the extent that the liability arises from Landlord's actions or actions of Landlord's agents.

9.2 Indemnification. Except to the extent caused by the conduct of Landlord and to the extent allowed under the Oregon Constitution and Oregon Tort Claims Act, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, charges, and expenses (including, without limitation, reasonable attorney fees and costs at trial and on appeal; environmental response and remedial costs; environmental consultant and laboratory fees; and natural resource damages) that may be imposed on or incurred by or asserted against Landlord by reason of any of the following occurrences during the Term:

(a) Any work or thing done in, on, or about all or any part of the Premises or the Improvements by Tenant or any party other than Landlord;

(b) Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Premises or the Improvements or any adjacent alley, sidewalk, curb, vault, passageway, or space;

(c) Any negligence on the part of Tenant or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees;

(d) Any accident, injury, or damage to any person or property occurring in, on, or about the Premises or the Improvements, up to the limits of Tenant's liability insurance coverage; and

(e) Any failure of Tenant to comply with or to perform any covenant, agreement, term, provision, condition, or limitation that this Lease requires Tenant to comply with or to perform, including without limitation Tenant's compliance with the Legal Requirements and the release of Hazardous Substances in violation of Environmental Laws.

Article 10

LIENS

10.1 No Liens. Tenant will not suffer or permit any construction liens to attach to or be filed against any part the Premises or the Improvements by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Tenant or any person occupying or holding an interest in any part of the Premises or the Improvements. If any such lien is filed against any portion of the Premises or the Improvements, Tenant will cause the same to be discharged of record within 15 days after the date of its filing by payment, deposit, or bond.

Article 11

REPAIRS AND MAINTENANCE

11.1 Tenant Obligation. Tenant must maintain, repair and replace the Premises and the Improvements as and when needed so as to keep them in a clean and attractive condition, and in good condition and repair, throughout the entire Term. Tenant's obligations extend to both structural and nonstructural items and to all maintenance, repair, and replacement work.

11.2 Landlord Obligation. Landlord is not required to furnish to Tenant, the Premises, or the Improvements any facilities, utilities, or services of any kind whatsoever during the Term, such as, but not limited to, water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, or any other utilities or services used by Tenant. Landlord is not required to make any alterations, rebuilding, replacements, changes, additions, improvements, or repairs to any portion of the Premises or the Improvements during the Term.

11.3 Limited Assignment of Rights. Landlord assigns to Tenant, without recourse, any rights that Landlord may have against any parties causing damage to the Improvements on the Premises to sue for and recover amounts expended by Tenant as a result of the damage.

**Article 12
SIGNAGE**

Tenant is permitted to install signage on the Premises and the Improvements as long as Tenant complies with all applicable Legal Requirements.

**Article 13
INSPECTION AND ACCESS**

Tenant will permit Landlord or its authorized representative to enter the Premises and the Improvements at all reasonable times during normal business hours for purposes of inspecting them for compliance with the terms of this Lease and making any repairs or performing any work that Tenant has neglected or refused to make in accordance with the terms of this Lease. Nothing in this Lease implies any duty or obligation, however, on Landlord's part to make such inspections or perform such work (including, but not limited to, repairs and other restoration work made necessary because of any fire or other casualty or partial condemnation, irrespective of the sufficiency or availability of any property or other insurance proceeds, or any award in condemnation, that may be payable). Landlord's performance of any work will not constitute a waiver of Tenant's default in failing to perform the same.

**Article 14
DAMAGE AND DESTRUCTION**

If any Improvements on the Premises are damaged or destroyed by fire or other casualty, Rent will not abate and the impacted improvement will be restore and repaired to the extent possible with available insurance coverage unless the Parties mutually agree to not restore specific Improvements and clear the damaged or destroyed Improvements, or terminate this Lease.

**Article 15
CONDEMNATION**

15.1 Total Taking. If all the Premises and the Improvements are taken or condemned by right of eminent domain or by purchase in lieu of condemnation (a "Taking"), or if in Tenant's reasonable judgment the Taking of any portion of the Premises or the Improvements renders the portion remaining insufficient and unsuitable to permit the restoration of the Improvements following the Taking, then Tenant may terminate this Lease by providing written notice thereof to Landlord within 30 days after Tenant is notified of the Taking, in which case the Lease will cease and terminate (except those provisions intended to survive the expiration or termination of the Lease) as of the date on which the condemning authority takes possession (any Taking in this section being called a "Total Taking") and the Rent will be apportioned and paid to the date of the Total Taking.

Article 16

ASSIGNMENT AND SUBLETTING

16.1 Limitations on Transfers. Except as permitted under section 16.2 below, Tenant must not, voluntarily or by operation of law, sell, assign, or transfer this Lease or any interest therein, sublet the Premises or any part thereof, or grant any right to use the Premises, the Improvements, or any respective part thereof (each a “Transfer”) without the prior written consent of Landlord. Any attempted Transfer without such prior written consent will be void. Landlord’s consent to a Transfer will in no event release Tenant, any assignee, or any guarantor from their respective liabilities or obligations under this Lease or any guaranty of this Lease (including any liabilities or obligations arising during the Extended Term), nor relieve Tenant from the requirement of obtaining Landlord’s prior written consent to any further Transfer. Landlord’s acceptance of Rent from any other person will not be deemed to be a waiver by Landlord of any provision of this Lease or consent to any Transfer.

16.2. Assignments Prohibited. An assignment prohibited within the meaning of this section 16.1 includes, without limitation, one or more sales or transfers, direct or indirect, by operation of law or otherwise, or the creation of new stock or ownership interests, by which ownership or control of an aggregate of more than 50 percent of Tenant’s stock or ownership interests must vest in a party or parties who are non-stockholders, partners, or members, as applicable, as of the Commencement Date.

16.3 Tenant’s Right to Sublet. Tenant has the right to sublet portions of the Premises or the Improvements at any time and from time to time, but only for a term or terms that will expire before the expiration of the Term, and subject to the requirements set forth in section 16.4 below.

16.4 Sublease Terms. Each sublease will contain the following terms and conditions:

(a) The sublease will incorporate the terms, conditions, and covenants set forth in, and state that it is subject and subordinate to, this Lease and to any extensions, modifications, or amendments of this Lease, unless Landlord specifically requires that the sublease be prior and superior to this Lease;

Article 17

LANDLORD MORTGAGES AND SUBORDINATION

17.1 Landlord Mortgages. Landlord may not encumber its interest in the Premises or the Improvements without the prior written consent of Tenant, which consent may be withheld in Tenant’s sole discretion

Article 18

DEFAULT

The occurrence of any one or more of the following constitutes an event of default under this Lease:

(a) Failure by Tenant to pay Rent or any other amount required to be paid by Tenant to Landlord under this Lease within 10 days after written notice of such nonpayment is given to Tenant;

(b) Failure by Tenant to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 days after written notice thereof is given to Tenant;

(c) Failure by Tenant, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than as set forth in subsections (a) and (b) above) and such failure continues and is not remedied within 30 days after written notice

thereof is given to Tenant; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Tenant begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 days after Landlord's notice is given to Tenant;

Article 19
REMEDIES

19.1 Remedies. Upon the occurrence of an event of default, Landlord may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

(a) Landlord may terminate this Lease by written notice to Tenant.

(b) Landlord or Landlord's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises and the Improvements, to the end that Landlord may have, hold, and enjoy the Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE PREMISES OR THE IMPROVEMENTS BY LANDLORD WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO TENANT.

(c) Landlord may, without terminating the Lease, re-rent the whole or any part of the Premises and the Improvements from time to time, either in the name of Landlord or otherwise, to any persons, for any terms ending before, on, or after the expiration date of the Term, at any rentals and on any other conditions (including concessions and free rent) that Landlord determines to be appropriate. To the extent allowed under Oregon law, Landlord will have no obligation to relent all or any part of the Premises or the Improvements and will not be liable for refusing to relent the Premises or the Improvements, or, in the event of re-renting, for refusing or failing to collect any rent due on such re-renting; and any action of Landlord will not operate to relieve Tenant of any liability under this Lease or otherwise affect such liability. Landlord at its option may make any physical change to the Premises or the Improvements that Landlord, in its sole discretion, considers advisable and necessary in connection with any re-renting or proposed re-renting, without relieving Tenant of any liability under this Lease or otherwise affecting Tenant's liability.

19.2 Landlord's Self-Help Right. If Tenant at any time (a) fails to pay any Tax in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Tenant (or without notice in the event of an emergency) and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or from any default by Tenant and without waiving Landlord's right to take any action that is permissible under this Lease as a result of the default, Landlord may, but is under no obligation to, (i) pay any Tax or make any other payment required of Tenant under this Lease, and (ii) perform any other act on Tenant's part to be made or performed as provided in this Lease, and may enter the Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by Landlord and all costs and expenses incurred by Landlord, including reasonable attorney fees, in connection with the performance of any such act will constitute additional rent payable by Tenant under this Lease and must be paid to Landlord on demand.

19.3 No Waiver. No failure by Landlord to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Tenant, and no breach by Tenant, may be waived, altered, or modified except by a written instrument executed by Landlord. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

19.4 Remedies Cumulative and Nonexclusive. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and Landlord's or Tenant's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Article 20

SURRENDER AND HOLDOVER

20.1 Condition of Premises and Improvements. Upon expiration of the Term or earlier termination of this Lease, Tenant will surrender the Premises free and clear of all occupancies other than subleases to which Landlord has specifically consented and free and clear of all liens and encumbrances other than those, if any, existing on the date of this Lease or created or suffered by Landlord. Tenant's obligations under this Article will be subject to the provisions of Article 14 relating to damage or destruction and Article 15 relating to condemnation.

20.2 Landlord's Property. At the expiration or earlier termination of this Lease, all furnishings, furniture, and trade fixtures become Landlord's property.

20.3 Holding Over. Any holding over after the expiration of the Term with the written consent of Landlord will be construed to be a tenancy from month-to-month, at the monthly Rent payable for the period immediately before the expiration of the Term and will otherwise be on the terms and conditions of this Lease. If Landlord consents to Tenant holding over, either party may thereafter terminate the tenancy at any time on 30 days' advance written notice to the other party.

Any holding over after the expiration of the Term without the written consent of Landlord will be construed as a tenancy at sufferance (which Landlord may terminate at any time without notice) and Tenant will be liable for any and all damages resulting from such unauthorized holdover (including, but not limited to, any and all damages that Landlord is required to pay a new tenant for failing to timely deliver any portion of the Premises or the Improvements).

Article 21

CONDITION OF PREMISES

Tenant acknowledges that it has examined the physical condition of the Premises (including whether the Premises contains any Hazardous Substances or fails to comply with any Environmental Laws) and as a result agrees to accept the Premises in "as-is" condition, with all

faults. Tenant further acknowledges that no representations or warranties regarding the condition of the Premises have been made by Landlord or any agent or person acting for Landlord.

Article 22

QUIET ENJOYMENT

On paying the Rent and adhering to all covenants, agreements, and conditions of this Lease, Tenant will have quiet enjoyment of the Premises during the Term without hindrance or disturbance by any person claiming by, through, or under Landlord, subject, however, to the Permitted Exceptions.

Article 23

NOTICES

23.1 Notice Parties and Means of Delivery. Any notice required or permitted by the terms of this Lease will be deemed given if delivered personally, sent by United States registered or certified mail, postage prepaid, return receipt requested, or sent by fax with electronic confirmation of fax receipt, and addressed as follows:

If to Landlord: _____

Attn: _____

Fax: _____

With a copy to: _____

Attn: _____

Fax: _____

If to Tenant: _____

Attn: _____

Fax: _____

With a copy to: _____

Attn: _____

Fax: _____

With a copy to: _____

23.2 Failure to Notify of Change of Address or Refusal to Accept a Notice.

Notwithstanding anything in this Article to the contrary, any notice mailed to the last-designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease or this Article will not be deemed ineffective if actual delivery cannot be made because of a change of address of the person or party to which the notice is directed or the failure or refusal of such a person or party to accept delivery of the notice.

Article 24

MISCELLANEOUS

24.1 Survival. All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

24.2 Invalidity. If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than

those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

24.3 Force Majeure. If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any Legal Requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

24.4 Non-merger. There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease, the leasehold estate created by this Lease, or any interest in this Lease, may be held, directly or indirectly, by or for the account of any person who owns the fee estate in the Premises or any interest in such fee estate. No merger will occur unless and until all persons having an interest in the fee estate in the Premises and all persons (including all Permitted Leasehold Mortgagees) having an interest in this Lease, or in the leasehold estate created by this Lease, join in a written instrument effecting the merger and duly record the same.

24.5 Entire Agreement; Counterparts. This Lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Tenant and Landlord mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease. This Lease may be executed in any number of counterparts, including by fax signatures, each of which will constitute an original, but all of which will constitute one Lease.

24.6 Applicable Law. This Lease will be governed by, and construed in accordance with, the laws of the State of Oregon.

24.7 Brokerage. Landlord and Tenant represent to each other that they have not employed any brokers in negotiating and consummating the transaction set forth in this Lease, but have negotiated directly with each other.

24.8 Binding Effect. The covenants and agreements contained in this Lease are binding on and inure to the benefit of Landlord, Tenant, and their respective successors and assigns.

24.9 Recordation of Lease. Tenant may elect that a copy of this Lease or a memorandum of it, executed and acknowledged by both parties, be recorded in the public records of Multnomah County, Oregon. Tenant will pay the recording costs.

24.10 Time Is of the Essence. Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

24.11 Interpretation. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon must be given equal weight, and there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. Landlord and Tenant acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved

against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

24.12 Headings, Captions, and References. The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term “Herein” refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

24.13 Relationship of Parties. Nothing contained in this Lease is to be deemed or construed, either by the parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Landlord and Tenant.

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be executed by their duly authorized representatives as of the day and year first written above.

LANDLORD:

/s/ _____,
a(n)

By: _____
Name: _____
Title: _____

TENANT:

/s/ _____,
a(n)

By: _____
Name: _____
Title: _____

NE Halsey St

NE 223rd Ave

Exhibit B

22320



22620

1606

22420



22420

1610

NE Arata Rd

CP168

NE Arata Rd

AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
October 21, 2020	8.b.	2020-77

TO: Mayor and City Council
FROM: Nolan K. Young, City Administrator
DATE: October 15, 2020

ISSUE:

Fairview Urban Renewal Agency Plan amendment to allow Agency and City to purchase, own, lease or develop blighted property.

RELATED CITY COUNCIL GOAL:

Goal #5 - Enhance & promote economic development activity.
High Priority Council Work Plan Action Item #4: Identify one or more vacant or underutilized lots and pursue a private/public partnership to create a preferred development.

EXHIBITS:

Exhibit A: Resolution 50-2020
Exhibit B: Proposed Fairview Urban Renewal Plan Amendment

BACKGROUND:

The City of Fairview formed the Fairview Urban Renewal Agency (URA) on May 16, 2018. The City Council approved an Urban Renewal Plan to address blight within the boundaries of the URA on November 7, 2018. The URA plan allows for minor amendments of the plan as projects, to address the goals and mission of the plan, develop. The plan also requires that whenever the URA either purchases or assists the City in purchasing property that a minor amendment be made to identify that purchase and the purpose of the purchase.

The City is currently purchasing two blighted properties with the assistance of the URA.

1. 5.1 acres of vacant land on the southeast corner of Halsey and Village Streets.
2. A 0.18-acre parcel at 22620 NE Halsey Street.

The proposed amendment will also allow the City and Agency to lease property or participate in the development and sale to others, including nonprofit agencies property that is purchased, leased or owned by the City.

BUDGET IMPLECATIONS:

The plan amendment, by itself does not affect the City budget. The projects that it allows does have an impact. That impact will be discussed as these projects move forward and may involve amendments of the current Fiscal Year budget.

CITY COUNCIL ALTERNATIVES:

1. Staff Recommendation: Move to adopt Resolution 50-2020. This will approve proposed Amendment #1 to the Fairview Urban Renewal Plan.
2. Amend either Resolution 50-2020 or the proposed plan amendment.
3. Delay action on Resolution 50-2020 to allow for further consideration.



RESOLUTION
(50-2020)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AMENDING THE FAIRVIEW
URBAN RENEWAL PLAN TO MODIFY GOALS AND OBJECTIVES; MODIFY A
PROJECT DESCRIPTION; AND SPECIFY PROPERTY TO BE ACQUIRED**

WHEREAS, the Fairview City Council (Council) formed the Fairview Urban Renewal (UR) Agency (Agency) on June 6, 2018 and on November 7, 2018 the Council adopted the Fairview UR Plan (Plan) for the Agency; and

WHEREAS, Section VII of the Plan defines Minor Amendments to the Plan as all amendments that are not substantial amendments; and

WHEREAS, this amendment is to modify the goals and objectives, modify a project description, and specify property to be acquired and is classified as a minor amendment as it is not a substantial amendment to the Plan.

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

Section 1 Approves the modifications to the Plan as shown in the 1st Amendment attached hereto as Exhibit A.

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

Resolution adopted by the City Council of the City of Fairview, this 21st day of October, 2020.

Mayor, City of Fairview
Brian Cooper

ATTEST

City Recorder, City of Fairview
Devree Leymaster

Date

Exhibit A – 1st Amendment to the Fairview Urban Renewal Plan

Additions are shown in *italics*. Deletions are shown in ~~crossout~~.

IV. PLAN GOALS AND OBJECTIVES

A. Economy

Goal 1. Create conditions that are attractive to the growth of existing businesses and attract new businesses to create new jobs and increased assessed value in the Area.

- a) Establish a Loan to Grant Program to encourage private developments.
- b) Provide Utility System Development Charges Assistance.
- c) Provide incentives to Village Live Work developments.
- d) Pursue and provide for *lease*, purchase, resale and development or redevelopment of property.

VI. URBAN RENEWAL PROJECTS

C. Economic Development

1. **Incentivize Village Live Work Developments** – Develop a loan/grant program that incentivizes and removes barriers to Live Work developments in the Village.
2. **Park-n-Ride with Transit and Bike Hub on PPL Property** – Develop and construct a Park-n-Ride Station at the northeast corner of the Fairview Parkway and Halsey Street intersection.
3. **Purchase, *Lease* and Resale of Property for Development or Redevelopment** – Purchase, *use funds towards purchase to be owned by the City of Fairview, or lease* property that is blighted, underdeveloped or vacant. ~~R~~remove the obstacles to development and *either participate in development, lease, or* resale of property to *public, non-profit or* private entities that have the interest and capacity to create development that meets the goals of the Agency.
4. **Public Art** - Install public art in the Area to enhance the community's uniqueness and create economic development.

VIII. PROPERTY ACQUISITION AND DISPOSITION

D. Property to be Acquired

The following property is to be acquired by the Agency or Agency funds will be used for acquisition and ownership by the City of Fairview until which time all or a portion of the property is disposed of for specific development.

1. Purchase of 5.1 acres of vacant land on SE corner of NE Halsey and NE Village Streets (tax lot numbers 1 N3E33AB 100, 200 and 400). Agency to provide funds, ownership to be held initially by the City of Fairview.

Acquisition will be complete by August 2021 and disposition of all or portions of the property will take place over the 2 to 5 years after acquisition as development plans are completed.

2. Purchase of 0.18 acre parcel off Halsey Street on the south side adjacent to a proposed Food Cart site. (Tax lot number 1N3E27CC 5200) Agency to provide funds for purchase of property to be owned by the City during the ten year lease of the adjacent Food Cart site. This site will be used as public parking to support the Food Cart site uses and other Plan purposes and will be retained by the City. At the end of ten years it is intended that the site will be sold to the owner of the adjacent Food Cart site to be use as parking for that site.

Acquisition anticipated in October or November, 2020 and potential disposition in 2030.

AGENDA STAFF REPORT

MEETING DATE	AGENDA ITEM #	REFERENCE NUMBER
October 21, 2020	8.c.	2020-78

TO: Mayor and City Council

FROM: Nolan K. Young, City Administrator

DATE: October 15, 2020

ISSUE:

An Intergovernmental Agreement (IGA) between the City and Fairview Urban Renewal Agency (URA) for purchase of property on the southeast corner of the intersection of NE Halsey Street and Village Street.

RELATED CITY COUNCIL GOAL:

Goal #5 - Enhance & promote economic development activity.

High Priority Council Work Plan Action Item #4: Identify one or more vacant or underutilized lots and pursue a private/public partnership to create a preferred development.

EXHIBITS:

Exhibit A: Resolution 49-2020

Exhibit B: Proposed Intergovernmental Agreement

BACKGROUND:

The City of Fairview formed the Fairview Urban Renewal Agency (URA) on May 16, 2018. The City Council approved an Urban Renewal Plan to address blight within the boundaries of the URA November 7, 2018.

The City is currently purchasing the vacant and blighted 5.1 acres of land on the southeast corner of Halsey and Village Streets. The proposed IGA allows for the URA to provide financial assistance for the purchase and participate in the development of this property.

BUDGET IMPLICATIONS:

The URA will be providing the City \$1.65 million for the purchase of the property. The URA will also budget and provide additional funds for development of the property as required.

CITY COUNCIL ALTERNATIVES:

1. Staff Recommendation: Move to adopt Resolution 49-2020. This will authorize the City Administrator to sign the proposed IGA.
2. Amend either Resolution 49-2020 or the proposed IGA.
3. Delay action on Resolution 49-2020 to allow for further consideration.



RESOLUTION
(49-2020)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE FAIRVIEW URBAN RENEWAL AGENCY FOR FINANCIAL ASSISTANCE FOR THE PURCHASE OF TAX LOTS 100, 200 AND 400 ON THE SOUTHEAST CORNER OF THE INTERSECTION OF NE HALSEY STREET AND NE VILLAGE STREET

WHEREAS, the City of Fairview formed the Fairview Urban Renewal Agency on May 16, 2018; and

WHEREAS, the City Council on November 7, 2018 adopted the Fairview Urban Renewal Plan (Plan) to address blight within the Urban Rental Agency (URA) boundary on December 31, 2018; and

WHEREAS, the URA plan includes the acquisition by the Agency of private property for redevelopment; and

WHEREAS, the vacant property on the southeast corner of Halsey and Village Streets is within the boundaries of the URA and is considered blighted, and

WHEREAS, the purchase of this property by the City has been determined to be essential to the development of these vacant lots; and

WHEREAS, the City and URA in June 2019 entered into an Intergovernmental Agreement authorizing the URA to provide financial assistance to the City; and

WHEREAS, the City desires to enter into a separate Intergovernmental Agreement with the Fairview Urban Renewal Agency to fund the purchase of the property to further the goals of the Plan.

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

Section 1 The Fairview City Council authorizes the City Administrator to sign the IGA with the Fairview Urban Renewal Agency for financial assistance to purchase tax lots 100, 200 and 400 (Property), attached in substantially the same form as Exhibit A and to take all necessary actions to acquire the required financial assistance for the purchase of the Property by the City.

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 21st day of October, 2020.

Mayor, City of Fairview
Brian Cooper

ATTEST

City Recorder, City of Fairview
Devree Leymaster

Date

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ADMINISTRATIVE AND DEVELOPMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) entered into between the City of Fairview, an Oregon municipal corporation (“City”), and the Fairview Urban Renewal Agency, an Oregon quasi-municipal corporation (“Agency”), established under ORS Chapter 457 and duly activated by the City.

RECITALS

1. The Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activities in the Urban Renewal Area as authorized under ORS 457 (Urban Renewal), the City of Fairview Municipal Code and the Fairview Renewal Plan (“Plan”).
2. The Agency is in the process of undertaking economic development activities to carry out the Plan.
3. Goals for such economic development activities include creating conditions that are attractive to the growth of existing businesses and attract new businesses to create new jobs and increased asset value in the Urban Renewal Area (Area) by pursuing and providing for purchase, resale, and development and redevelopment of property that is blighted, underdeveloped or vacant.
4. Programs under the Plan include incentives and assistance for property and/or business owners to encourage quality development or redevelopment that supports the Plan goals. Assistance under this program can include loan to grants and utility system development charges assistance grants.
5. This City is in the process of purchasing property in the Urban Renewal Area, as set forth in Exhibit A (the “Property”), for \$1.6 million for the purposes of removing obstacles to development with goal to resell to private ownership that has the interest and capacity to create development that meets the goals of the Agency.
6. The Agency desires to provide financial assistance to the City for the purchase of the Property as doing so furthers the goals and programs of the Plan.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1: Funding.

Section 1.1. Funding from the Agency. The Agency agrees to provide one million six hundred and fifty thousand dollars (\$1,650,000.00) to the City to assist with the purchase of the Property (“Agency Funding”). \$1.65 Million in Agency Funding will be transferred to the City no later than August 1, 2021 with \$250,000 due upon the effective date of the purchase and sale agreement between the City and Providence Health and Service. If the City does not purchase the Property by August 1, 2021, City shall return the Agency Funding to the Agency no later than September 1, 2021.

Section 1.2. Funding from the City. The City will be responsible for all other costs associated with the purchase of the Property.

Article 2: Development of the Property.

Section 2.1. City's use of the Property. City agrees to develop the property consistent with the goals and programs in the Plan, either on its own, in a partnership or other similar relationship with a developer, or through the sale of the Property to a developer.

Section 2.2. Conditions on Sale or Lease of Property. Except as provided in Section 2.3 below, any sale or lease of the Property to a developer shall include an obligation to: (1) use the land for the purposes designated in the Plan; and (2) begin the building of improvements consistent with the Plan within a seven-year period. Any such obligations by the purchaser or lessee shall be covenants and conditions running with the land in the sale or lease agreement.

Section 2.3 Sale or Use of Property Inconsistent with Plan. The City may sell, lease or otherwise use or develop the Property in a manner that is inconsistent with the goals and programs of the Plan provided that should the City do so, City shall refund Agency Funding to the Agency within thirty (30) days of such sale, lease, development or use. Should such sale, lease development or use be less than the entire Property, City's obligation to refund Agency Funds shall be equal to the percentage of the Property used for inconsistent purposes multiplied by one million dollars (\$1,000,000.00). For example, if the City sells twenty percent (20%) of the Property to a developer for purposes inconsistent with the goals and programs of the Plan, City shall be obligated to refund two hundred thousand dollars (\$200,000.00) to the Agency within thirty (30) days of such sale.

Article 3: Distribution of Proceeds from Sale of Property.

Section 3.1. Sale of Property. If the City sells the Property with the conditions set forth in Section 2.2 above, the City shall be permitted to keep any amount in excess of the one million six hundred fifty thousand dollars the Agency provided for the Property.

Article 4: Modification. This Agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual Agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

Article 5: Waiver. No provision of this Agreement may be waived except in writing by the party granting a waiver of compliance with this Agreement. A waiver of a provision of this Agreement shall not constitute a waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision of any other provision.

Article 6: Severability. The parties agree that if any term or provision of the Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

Article 7: Entire Agreement. This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

Article 8: Non-Agency Relationship. Nothing in this Agreement is to be interpreted as creating or constituting an agency relationship between the parties. Each party remains separate and neither assumes the debts or obligations of the other by entering into this Agreement. Each party is solely responsible for carrying out its duties and functions in accordance with all applicable laws and regulations.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

CITY OF FAIRVIEW

City Administrator

Date

THE FAIRVIEW URBAN RENEWAL AGENCY

Agency Chair

Date



PSAC MEETING MINUTES

July 20, 2020

Committee Members Present

Steve Marker (Chair), Russell Williams (Vice Chair), Lynnia Woods and Deborah Aronson

Others Present

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

Members Absent

Terry Hill, David Gregory and Grant Murrell

Approval of Minutes

June 2020 minutes approved and signed by Chair Steve Marker

- Vice Chair Russell Williams moved to approve the minutes
- Deborah Aronson seconded the motion
- All present committee members approved the minutes

Citizens Wishing to Speak on Non-Agenda Items

There were no citizen's wishing to speak on non-agenda items

Chief's Report

- Chief James Eriksen recapped the June 2020 LE Activity Report
- Chief James Eriksen discussed his plan to respond to a Council member who advised he doesn't believe MCSO is adequately patrolling Fairview, since he doesn't ever see a patrol vehicle

Old Business

- Shred Day is scheduled for October 10, 2020. The point of contact for this event is Chair Steve Marker and Vice Chair Russell Williams. Chief Eriksen will e-mail the MCSO Reserve Coordinator to inquire if a Reserve Deputy can be present during this event (e-mail sent to Reserve Deputy Durkee for this request on July 21, 2020).
- A virtual neighborhood watch meeting occurred, where nine community members attended. Some of the items discussed during this meeting included implementing a "helping hand" for those neighbors who need assistance with installing cameras on their property, issues with Salish Ponds, issues with the sidewalks on 223rd Avenue and the progress of a problem residence on NE Pacific Drive.
- Chief Eriksen discussed the presentation given to the City Council regarding the HOPE Team by MCSO Sgt. Doug Asboe. There is a plan to create a tri-city (Wood Village, Fairview and Troutdale) committee to meeting regularly about homelessness issues in the east county area.
- Chief Eriksen discussed the plan to have patrol conduct speed enforcement missions in the City of Fairview, particularly in the areas noted in the speed survey (also to include Lincoln and Fairview Avenue/Village area). It was also discussed that there are many people parking along the "no parking" area on 223rd near Chinook Landing.

New Business

- COVID-19 – There was a discussion with the Committee and Mayor Cooper about Townsend Farms. Mayor Cooper said there were five (5) new cases of COVID-19 last week from Townsend Farms.
- The Committee reviewed the proposed Council Created Advisory Committee (CCAC) for FY 2020-2021. It was clarified that for PSAC, these six (6) goals were not in any priority order. From this discussion, Councilor Forsythe said she would brain-storm some ideas for the Committee for events

PRESENT:

Ginell Cooper
Chelsea Jones
Mary Wittkopf
Corinna McGuire
Kathy Kudrna
Gail Swanson
Robert Cantrell
Council Liaison Keith Kudrna

STAFF:

Devree Leymaster, City Recorder

GUEST:

Mayor Brian Cooper
Kelly Jones

**1. CALL TO ORDER – 6:30 PM
ROLL CALL**

2. PUBLIC WISHING TO SPEAK ON NON-AGENDA ITEMS
None.

3. REVIEW AND ADOPT MINUTES: June 24, 2020

Member Jones moved to approve the minutes and Vice Chair Cooper seconded. The motion passed unanimously.

4. EVENTS

a. Utility Box Art Program

With the focus on the Rock Garden project, members did not research programs as intended. Mayor Cooper commented the city has a new PGE representative; will need to verify that PGE will support the project and covering of their utility boxes. The Nampa, Idaho program is the favored program to emulate. Once PGE approves, the committee will draft a program to forward to Council for approval. Mayor Cooper commented on a presentation by Mike Abbate about design themes for Main Streets on Halsey; CEC may find beneficial. CR Leymaster will forward the presentation to the group. Chair Kudrna commented discussion will continue at the next meeting.

b. Next Steps – Art Mural

Discussed options to deter graffiti i.e. lights, cameras, signage “on camera or under surveillance”. Potential resolutions to the current state of the mural included painting the lower section a solid color and providing the graffiti service matching paint or pressure washing the mural and applying additional layers of clear coat.

Member McGuire proposed hosting an annual community mural event. Have a solid background and let the community repaint the area. Coordinate photographing the art work.

For this year the Committee supported pressure washing and clear coat. Will coordinate once can do safely and in appropriate weather. Will look at other options beginning next year.

c. Fairview Hope Rock Gardens

Vice Chair Cooper introduced Kelly Jones who created the Fairview Rocks Facebook page and paints and shares rocks around the city. She explained her process and indicated her willingness to work with the CEC to support and promote the Fairview Hope Rock Gardens and rock painting.

CR Leymaster shared an article regarding the gardens is in the August Fairview Point, the website page is published (fairvieworegon.gov/hoperocks) and social media posts are ready to be published.

Vice Chair Cooper shared her idea to create a video featuring the CEC members commenting on the gardens and painted rocks. The group agreed to meet in the park near the bear following the meeting for the video. Vice Chair Cooper will edit the video and send links to the committee to share. CR Leymaster will also post the video link on the webpage.

5. COMMITTEE DISCUSSION ITEMS/UPDATES

a. Business Spotlight

Chair Kudrna inquired about the “Welcome Back Wednesday” business proposal, CR Leymaster replied though City Administrator Young appreciated their desire to help the business community, the proposal was not approved at this time. This information was summarized in an email to the CEC. The city wants to ensure any COVID-19 related programs are consistently and fairly applied through the COVID-19 Response Specialist. This staff person is the key contact for the city reaching out to the business community. At this time, they are overseeing two business related relief programs.

Vice Chair Cooper proposed asking CA Young to attend a future meeting so they can have a discussion about the parameters the CEC should operate within and help increase the success of future proposals by meeting those expectations.

CR Leymaster suggested the option of two or three members meeting with the City Administrator and reporting the information back to the group at the next meeting. The meeting could be during business hours at city hall. Committee agreed, CR Leymaster will schedule the meeting and invite Chair Kudrna, Vice Chair Cooper and Member Jones.

b. August Meeting

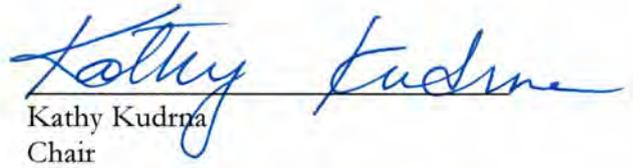
CR Leymaster reported not being available for the August 26 meeting and inquired if the committee would like another staff person assigned to cover the meeting or to reschedule the meeting. Committee elected to not meet in August. Next regular scheduled meeting is September 23, 2020; may meet twice in September if needed.

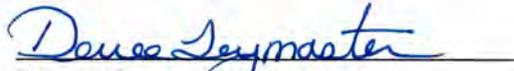
6. TENTATIVE AGENDA ITEMS: September 23, 2020

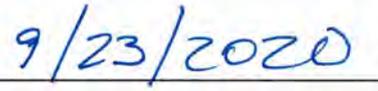
- Utility Box Art Program
- Review Status of Fairview Hope Rock Gardens

7. ADJOURNMENT

The meeting adjourned at 7:16 PM by consensus.


Kathy Kudrna
Chair


Devree Leymaster
City Recorder


Date



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	10/14/2020	Regular	0.00	9,044.00	68802
0111697	Invoice	06/30/2020	DESIGN SVCS - RAILROAD UNDERCROSSIN	0.00	9,044.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	9,044.00
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	9,044.00



City of Fairview

Check Register

Packet: APPKT03356 - 10/14/2020 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	10/14/2020	Regular	0.00	5,260.00	68803
0112295	Invoice	08/25/2020	DESIGN SVCS - RAILROAD UNDERCROSSIN	0.00	3,382.50	
0112724	Invoice	09/25/2020	DESIGN SVCS - RAILROAD UNDERCROSSIN	0.00	1,877.50	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	5,260.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	1	0.00	5,260.00



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
02359	KITTELSON & ASSOCIATES INC	10/14/2020	Regular	0.00	1,552.50	68804
0112296	Invoice	08/25/2020	ROUNDABOUT FV PKWY & HALSEY PEER	0.00	1,103.15	
0112296	Invoice	08/25/2020	ROUNDABOUT FV PKWY & HALSEY PEER	0.00	449.35	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	1,552.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	1	0.00	1,552.50



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						
02608 INV0035751	BRANDY D. CUMMINS Invoice	10/14/2020 10/13/2020	Regular COVID-19 GRANT RELIEF #R102	0.00 0.00	252.00 252.00	68798
02611 INV0035754	JOSE MENDEZ Invoice	10/14/2020 10/13/2020	Regular COVID-19 GRANT RELIEF #R107	0.00 0.00	252.00 252.00	68799
02609 INV0035752	KERRY CLARK Invoice	10/14/2020 10/13/2020	Regular COVID-19 GRANT RELIEF #R105	0.00 0.00	252.00 252.00	68800
02610 INV0035753	RACHEDIA ROSS Invoice	10/14/2020 10/13/2020	Regular COVID-19 GRANT RELIEF #R106	0.00 0.00	252.00 252.00	68801

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: APPKT03347 - 10/8/2020 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	10/08/2020	Regular	0.00	100,000.00	68793
INV0035750	Invoice	10/08/2020	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: APPKT03335 - 10/8/2020 PO#20-0009 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	10/08/2020	Regular	0.00	6,907.00	68787
4023	Invoice	10/08/2020	VACANT LAND MARKETING	0.00	6,907.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	6,907.00
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	6,907.00



City of Fairview

Check Register

Packet: APPKT03345 - 6/30/2020 PO#20-0010 JUNE FY 19/20
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	10/08/2020	Regular	0.00	2,281.00	68792
526677	Invoice	06/30/2020	FLOODPLAIN MITIGATION HALSEY/223RD	0.00	1,166.50	
527014	Invoice	06/30/2020	FLOODPLAIN MITIGATION HALSEY/223RD	0.00	1,114.50	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	2,281.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	1	0.00	2,281.00



City of Fairview

Check Register

Packet: APPKT03343 - 10/8/2020 PO #20-0029 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.	10/08/2020	Regular	0.00	16,815.00	68791
20-2804-00	Invoice	09/29/2020	PRODUCTION WELL 10-ENGINEERING SER	0.00	16,815.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	16,815.00
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	16,815.00



City of Fairview

Check Register

Packet: APPKT03341 - 10/8/2020 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	10/08/2020	Regular	0.00	46.00	68790
INV0035746	Invoice	09/29/2020	GIS SUPPORT	0.00	46.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	46.00
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	46.00



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US BANK-OPERATING ACCOUNT						
01659	CARDNO INC	10/08/2020	Regular	0.00	15,869.25	68789
527254	Invoice	10/08/2020	FLOODPLAIN MITIGATION HALSEY/223RD	0.00	7,843.75	
527468	Invoice	10/08/2020	FLOODPLAIN MITIGATION HALSEY/223RD	0.00	8,025.50	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	15,869.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	1	0.00	15,869.25



City of Fairview

Check Register

Packet: APPKT03337 - 10/8/2020 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	10/08/2020	Regular	0.00	822.00	68788
527255	Invoice	10/08/2020	CIVIL ENGINEERING PW SUPPORT	0.00	548.00	
527469	Invoice	10/08/2020	CIVIL ENGINEERING PW SUPPORT	0.00	274.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	822.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	1	0.00	822.00



City of Fairview

Check Register

Packet: APPKT03335 - 10/8/2020 PO#20-0009 RA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: US BANK-OPERATING ACCOUNT 02393	GARY L. RAINS	10/08/2020	Regular	0.00	6,907.00	68787

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	6,907.00
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	6,907.00



By Check Number

Vendor Number Payable #	Vendor Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: US BANK-OPERATING ACCOUNT						
02600 INV0035733	ASHLEY XIONG Invoice	10/08/2020 10/07/2020	Regular COVID-19 GRANT RELIEF R#91	0.00 0.00	252.00 252.00	68778
02606 INV0035739	CHLOE CARRION Invoice	10/08/2020 10/07/2020	Regular COVID-19 GRANT RELIEF R#100	0.00 0.00	252.00 252.00	68779
02599 INV0035732	EBONY TEMPLETON Invoice	10/08/2020 10/07/2020	Regular COVID -19 GRANT RELIEF #R90	0.00 0.00	252.00 252.00	68780
02604 INV0035737	JULIE REMILLARD Invoice	10/08/2020 10/07/2020	Regular COVID-19 GRANT RELIEF R#97	0.00 0.00	252.00 252.00	68781
02603 INV0035736	JUSTIN PARROTT Invoice	10/08/2020 10/07/2020	Regular COVID-19 GRANT RELIEF R#94	0.00 0.00	252.00 252.00	68782
02607 INV0035740	NANCY BETANCOURT Invoice	10/08/2020 10/07/2020	Regular COVID-19 GRANT RELIEF R#101	0.00 0.00	252.00 252.00	68783
02605 INV0035738	SHANNON MILTENBERGER Invoice	10/08/2020 10/07/2020	Regular COVID-19 GRANT RELIEF R#98	0.00 0.00	252.00 252.00	68784
02602 INV0035735	SONJA ARIGBON Invoice	10/08/2020 10/07/2020	Regular COVID-19 GRANT RELIEF R#93	0.00 0.00	179.80 179.80	68785
02601 INV0035734	TIFFANY RUSSELL Invoice	10/08/2020 10/07/2020	Regular COVID-19 GRANT RELIEF R#92	0.00 0.00	252.00 252.00	68786

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	9	0.00	2,195.80
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
	9	9	0.00	2,195.80



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						
02598 3040	D & R GLAZING, INC. Invoice	10/08/2020 08/28/2020	Regular COVID GLASS PARTITONS -CH	0.00 0.00	13,515.00 13,515.00	68773
00497 2020_1005_167	KIP EDGLEY Invoice	10/08/2020 10/05/2020	Regular ROUTINE DATA/SCADA UPDATING	0.00 0.00	2,090.00 2,090.00	68774
00516 201003	LEAMY PRINTING AND DESIGN Invoice	10/08/2020 10/01/2020	Regular WELCOME BACK WED BANNERS(5) /LOG	0.00 0.00	550.00 550.00	68775
00619 INV0035725 INV0035726 INV0035727	MULTNOMAH COUNTY TREAS Invoice Invoice Invoice	10/08/2020 07/31/2020 08/31/2020 09/30/2020	Regular COUNTY ASSESSMENTS (JAIL)- JULY 2020 COUNTY ASSESSMENTS (JAIL)- AUG 2020 COUNTY ASSESSMENTS (JAIL)- SEPT 2020	0.00 0.00 0.00	1,687.80 597.36 602.68 487.76	68776
00695 INV0035728 INV0035729 INV0035730	OREGON DEPARTMENT OF REVENU Invoice Invoice Invoice	10/08/2020 07/31/2020 08/31/2020 09/30/2020	Regular STATE ASSESSMENTS- LEMLA/UNITARY- JU STATE ASSESSMENTS- LEMLA/UNITARY- A STATE ASSESSMENTS- LEMLA/UNITARY- SE	0.00 0.00 0.00	5,025.71 1,705.05 1,796.42 1,524.24	68777

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	5	0.00	22,868.51
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
	9	5	0.00	22,868.51



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						
01347 40912	ALEXIN ANALYTICAL LABORATORIES Invoice	10/08/2020 09/17/2020	Regular ROUTINE COLIFORM & E. COLI TESTING	0.00 0.00	250.00 250.00	68741
00053 068-99617	ANSWERNET INC Invoice	10/08/2020 09/21/2020	Regular PW SHOP- ANSWERING SVCS.	0.00 0.00	97.50 97.50	68742
00756 INV0035694	BUSINESS JOURNAL PUBLICATIONS Invoice	10/08/2020 09/02/2020	Regular ADMIN/CS- PBJ SUBSCRIPTION	0.00 0.00	135.00 135.00	68743
00178 53952	CITY OF GRESHAM Invoice	10/08/2020 09/28/2020	Regular SEWER IGA CONNECTION-JULY-AUG 2020	0.00 0.00	31,067.24 31,067.24	68744
00178 INV0035668	CITY OF GRESHAM Invoice	10/08/2020 09/09/2020	Regular STORMWATER/POLICE FIRE	0.00 0.00	82.44 82.44	68745
01081 INV0035670	COMCAST FINANCIAL AGENCY CORP Invoice	10/08/2020 08/28/2020	Regular CH- IT SVCS.	0.00 0.00	189.85 189.85	68746
00402 M884191	CORE & MAIN LP Invoice	10/08/2020 09/24/2020	Regular ECODER(5)ANTENNA(20)CABLE ECODER(3	0.00 0.00	16,510.16 16,510.16	68747
00213 IN2412947	CTX BUSINESS SOLUTIONS INC Invoice	10/08/2020 09/21/2020	Regular CS/PW-COPIER USAGE -8/25-9/24/2020	0.00 0.00	140.42 140.42	68748
00230 744772116	DAILY JOURNAL OF COMMERCE INC Invoice	10/08/2020 07/27/2020	Regular FV PKWY/HALSEY RAB- AD	0.00 0.00	150.04 150.04	68749
00293 362518 REVISED 362692 REVISED 362889 363128	DIAL TEMPORARY HELP SERVICES IN Invoice Invoice Invoice Invoice	10/08/2020 09/02/2020 09/09/2020 09/16/2020 09/23/2020	Regular TEMP/HELP GALLAGHER WEEK ENDING 8 TEMP/HELP GALLAGHER WEEK ENDING-9 TEMP/HELP GALLAGHER WEEK ENDING- 9 TEMP/HELP GALLAGHER WEEK ENDING-9	0.00 0.00 0.00 0.00	2,427.84 606.96 606.96 606.96 606.96	68750
00304 93905581	ENVIRONMENTAL SYSTEMS RESEAR Invoice	10/08/2020 09/21/2020	Regular ARCGIS MAINTENANCE 11/6/2020-11/5/2	0.00 0.00	5,200.00 5,200.00	68751
01042 INV0035706 INV0035707 INV0035708 INV0035709 INV0035710 INV0035711 INV0035712 INV0035713 INV0035714 INV0035715 INV0035716 INV0035717 INV0035718	FRONTIER COMMUNICATIONS NOR Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	10/08/2020 09/28/2020 09/25/2020 09/28/2020 09/28/2020 09/28/2020 09/28/2020 09/28/2020 09/28/2020 09/28/2020 09/28/2020 09/28/2020 09/28/2020 09/28/2020	Regular FV LAKE PS -TELEPHONE CC-TELEPHONE PW SHOP- FAX PW SHOP CC -TELEPHONE CH-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-TELEPHONE	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	1,537.62 191.35 107.98 58.26 164.43 384.75 46.02 139.98 46.02 87.59 87.59 93.58 88.42 41.65	68752
00642 P2343	GALWAY ENTERPRISES INC Invoice	10/08/2020 09/25/2020	Regular ACCESS SYSTEM UPSTAIRS BREAKROOM	0.00 0.00	195.00 195.00	68753
00392 12113787	HACH COMPANY Invoice	10/08/2020 09/09/2020	Regular REAGENT SET/CHLORINE FREE	0.00 0.00	585.28 585.28	68754

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	
00142	KELLEY IMAGING SYSTEMS INC	10/08/2020	Regular	0.00	164.96	68755
IN725880	Invoice	09/23/2020	CS-PLOTTER PAPER (4) ROLLS	0.00	88.46	
IN727573	Invoice	09/26/2020	PW/CS- MC-10 CARTRIDGE	0.00	76.50	
00559	MATRIX COMMUNICATIONS CORP	10/08/2020	Regular	0.00	1,137.00	68756
194881	Invoice	09/16/2020	MSA 2ND QTR. FY 20/21	0.00	1,137.00	
00596	MOEN MACHINERY INC	10/08/2020	Regular	0.00	14.97	68757
541094	Invoice	09/03/2020	PW- USB BELT	0.00	8.15	
541623	Invoice	09/14/2020	PW- USB BELT	0.00	6.82	
00647	NORTHSTAR CHEMICAL INC	10/08/2020	Regular	0.00	924.00	68758
177877	Invoice	09/14/2020	(250) GAL. SODIUM HYPOCHLORITE	0.00	577.50	
177879	Invoice	09/14/2020	(150) GAL. SODIUM HYPOCHLORITE	0.00	346.50	
02224	NORTHWEST FLAG & BANNER INC	10/08/2020	Regular	0.00	362.05	68759
450086	Invoice	09/25/2020	PATRIOTIC FLAG REMOVAL	0.00	362.05	
00648	NORTHWEST NATURAL GAS COMPA	10/08/2020	Regular	0.00	65.22	68760
INV0035690	Invoice	09/18/2020	PW SHOP- GAS HEAT	0.00	30.21	
INV0035691	Invoice	09/18/2020	CC- GAS HEAT	0.00	18.85	
INV0035692	Invoice	09/18/2020	CH -GAS HEAT	0.00	16.16	
00206	OREGON PUBLICATIONS CORP	10/08/2020	Regular	0.00	550.15	68761
269184	Invoice	09/22/2020	PC PUBLIC HEARING #2020-20 DR	0.00	140.15	
270166	Invoice	09/22/2020	GRESHAM CHAMBER DIRECTORY AD	0.00	410.00	
01528	RICOH USA INC	10/08/2020	Regular	0.00	5.41	68762
5060458487	Invoice	09/22/2020	ADMIN/FINANCE- COPIER USAGE 6/25-9/	0.00	5.41	
02123	RITZ SAFETY ,LLC	10/08/2020	Regular	0.00	253.24	68763
6019180	Invoice	09/11/2020	PW- MSA CALIBRATION GAS	0.00	253.24	
02262	RODNEY H. GRAFE	10/08/2020	Regular	0.00	400.00	68764
INV0035697	Invoice	10/01/2020	COURT JUDICAL SVCS.- SEPT 2020	0.00	400.00	
02427	SERVICE AMERICA COMMERCIAL SE	10/08/2020	Regular	0.00	2,319.61	68765
32650	Invoice	10/01/2020	CH- JANITORIAL SVCS.-SEPT 2020	0.00	1,238.68	
32650.	Invoice	10/01/2020	PW SHOP JANITORIAL SVCS.-SEPT 2020	0.00	1,080.93	
01184	VERIZON WIRELESS	10/08/2020	Regular	0.00	1,018.37	68766
9863071234...	Invoice	09/18/2020	PW -WIRELESS PHONES	0.00	373.68	
9863081233	Invoice	09/18/2020	PW-IPAD WIRELESS	0.00	240.06	
9863081234	Invoice	09/18/2020	REC- WIRELESS	0.00	41.52	
9863081234.	Invoice	09/18/2020	PANDEMIC REPONSE WIRELESS	0.00	83.04	
9863081234..	Invoice	09/18/2020	CENSUS CHROMEBOOK WIRELESS	0.00	160.04	
9863081235	Invoice	09/18/2020	MGMT-IPAD WIRELESS	0.00	120.03	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	53	26	0.00	65,783.37
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
	53	26	0.00	65,783.37



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						
00082	BEERY ELSNER AND HAMMOND LLP	09/30/2020	Regular	0.00	6,388.50	68684
INV0035652	Invoice	09/01/2020	LEGAL SERVICES- AUG 2020	0.00	6,091.00	
INV0035653	Invoice	09/01/2020	LEGAL SERVICES COVID-19- AUG 2020	0.00	297.50	
00178	CITY OF GRESHAM	09/30/2020	Regular	0.00	296,532.50	68685
53751	Invoice	09/04/2020	THREE -CITY FIRE AGREEMENT 1ST QTR. F	0.00	296,532.50	
00178	CITY OF GRESHAM	09/30/2020	Regular	0.00	116,956.89	68686
53953	Invoice	09/29/2020	WATER WASTE TREATMENT DEBT PAYME	0.00	116,956.89	
00958	FAIRVIEW POST OFFICE	09/30/2020	Regular	0.00	5,000.00	68687
INV0035657	Invoice	09/28/2020	POSTAGE REFILL FOR BULK MAILING	0.00	5,000.00	
00615	MULTNOMAH COUNTY	09/30/2020	Regular	0.00	679,566.25	68688
INV0035656	Invoice	08/21/2020	LAW ENFORCEMENT SVCS. 1ST. QRTL Y BIL	0.00	679,566.25	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	5	0.00	1,104,444.14
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	5	0.00	1,104,444.14



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						
00019 80715	ADVANCED METAL AND WIRE PROC Invoice	09/23/2020 09/02/2020	Regular (16) WATER METER COVERS	0.00 0.00	123.10 123.10	68644
02046 17068420 17068420. 17068420..	ALLSTREAM BUSINESS US, INC. Invoice Invoice Invoice	09/23/2020 09/11/2020 09/11/2020 09/11/2020	Regular CH-IT SCVS. CH - TELEPHONE CC- TELEPHONE SVC.	0.00 0.00 0.00 0.00	1,289.08 244.95 931.02 113.11	68645
00082 INV0035611	BEERY ELSNER AND HAMMOND LLP Invoice	09/23/2020 09/01/2020	Regular LEGAL SEVICES- AUG 2020	0.00 0.00	6,091.00 6,091.00	68646
00988 2008308 2008309 2008309. 2009301 2009308	BRENDA L AND GRANT E KELLY Invoice Invoice Invoice Invoice Invoice	09/23/2020 08/19/2020 08/19/2020 08/19/2020 09/02/2020 09/10/2020	Regular FINANCE- AP CHECK STOCK NEWSLETTER ENVELOPE W/ INDICIA FINANCE- UB PAPER/WINDOW ENVELOPE FINANCE- UB ENVELOPES FINANCE- UB ENVELOPES	0.00 0.00 0.00 0.00 0.00	3,175.66 215.51 892.75 1,075.55 400.70 591.15	68647
00145 101978	CASCADE CENTERS INC Invoice	09/23/2020 09/01/2020	Regular EMPLOYEE ASSISTANCE	0.00 0.00	14.30 14.30	68648
02494 INV2020-HAL-00	CASCADIA PARTNERS,LLC Invoice	09/23/2020 07/31/2020	Regular METRO GRANT-TASK #7	0.00 0.00	18,484.00 18,484.00	68649
00176 PO-FVR-W2020-0	CIS TRUST Invoice	09/23/2020 07/02/2020	Regular W/C RENEWAL FY 20/21 2ND QTR.	0.00 0.00	10,221.24 10,221.24	68650
00178 INV0035510	CITY OF GRESHAM Invoice	09/23/2020 08/31/2020	Regular SEWER DISPOSAL - AUG 2020	0.00 0.00	61,666.01 61,666.01	68651
00178 INV0035511	CITY OF GRESHAM Invoice	09/23/2020 08/20/2020	Regular STORMWATER/POLICE FIRE FEE	0.00 0.00	189.85 189.85	68652
00179 10356278 10356284	CITY OF PORTLAND Invoice Invoice	09/23/2020 09/15/2020 09/15/2020	Regular LOCAL COST SHARING- JULY 2020 LOCAL COST SHARING- AUG 2020	0.00 0.00 0.00	37,763.42 34,542.00 3,221.42	68653
01081 INV0035512	COMCAST FINANCIAL AGENCY CORP Invoice	09/23/2020 09/04/2020	Regular CH- CABLE TV	0.00 0.00	12.03 12.03	68654
00213 IN2392614	CTX BUSINESS SOLUTIONS INC Invoice	09/23/2020 08/24/2020	Regular CS/PW-COPIER USAGE 7/25-8/24/2020	0.00 0.00	266.05 266.05	68655
00293 361784 361954 362134 362330 (REVISED)	DIAL TEMPORARY HELP SERVICES IN Invoice Invoice Invoice Invoice	09/23/2020 08/05/2020 08/12/2020 08/19/2020 09/11/2020	Regular TEMP/HELP GALLAGHER WEEK ENDING 8 TEMP/HELP GALLAGHER WEEK ENDING 8 TEMP/HELP GALLAGHER WEEK ENDING 8 TEMP/HELP GALLAGHER WEEK ENDING 8	0.00 0.00 0.00 0.00 0.00	2,427.84 606.96 606.96 606.96 606.96	68656
00958 INV0035560	FAIRVIEW POST OFFICE Invoice	09/23/2020 08/20/2020	Regular POSTAGE PERMIT- FV POINT	0.00 0.00	240.00 240.00	68657
00314 ORPOR115436	FASTENAL COMPANY Invoice	09/23/2020 09/11/2020	Regular CH- C-FOLD PPR TOWELS/ CINTER PULL PP	0.00 0.00	155.70 155.70	68658
00319 8520927	FERGUSON ENTERPRISES 3007 Invoice	09/23/2020 08/20/2020	Regular (280)HRD COP TUBE/(29) 3/4 WROT TUBE	0.00 0.00	1,002.36 1,002.36	68659

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	
01042	FRONTIER COMMUNICATIONS NOR	09/23/2020	Regular	0.00	2,003.15	68660
INV0035563	Invoice	08/28/2020	WELL #6- TELEPHONE	0.00	46.02	
INV0035564	Invoice	08/28/2020	BLUE LAKE PS-TELEPHONE	0.00	139.98	
INV0035565	Invoice	08/28/2020	GLISAN RESERVOIR -TELEPHONE	0.00	46.02	
INV0035566	Invoice	08/28/2020	HALSEY RESERVOIR -TELEPHONE	0.00	87.59	
INV0035567	Invoice	08/28/2020	FV LAKE PS-TELEPHONE	0.00	87.59	
INV0035568	Invoice	08/28/2020	WELL #8 -TELEPHONE	0.00	93.58	
INV0035569	Invoice	08/28/2020	INTERLACHEN PS -TELEPHONE	0.00	88.42	
INV0035570	Invoice	08/28/2020	MARINE DR PS -TELEPHONE	0.00	41.65	
INV0035571	Invoice	08/28/2020	PW SHOP -FAX	0.00	58.26	
INV0035572	Invoice	08/28/2020	PW SHOP-TELEPHONE	0.00	164.36	
INV0035573	Invoice	08/28/2020	CH-- TELEPHONE	0.00	384.75	
INV0035574	Invoice	08/28/2020	FV LAKE PS-TELEPHONE	0.00	187.41	
INV0035575	Invoice	08/25/2020	CC-TELEPHONE	0.00	105.76	
INV0035576	Invoice	09/09/2020	PW SHOP -TELEPHONE	0.00	471.76	
01147	ICON ENTERPRISES INC	09/23/2020	Regular	0.00	4,386.68	68661
202200	Invoice	09/01/2020	ANNUAL RENEWAL FEE WEB HOSTING	0.00	4,386.68	
02239	JEREMY WALKER ROBERTS	09/23/2020	Regular	0.00	305.00	68662
5398	Invoice	07/11/2020	MOLE SET UP- PELFEY PARK	0.00	100.00	
5400	Invoice	07/11/2020	MOLE SET UP& CONTROL- FEZETT PARK	0.00	205.00	
02590	JOEL WEBBER	09/23/2020	Regular	0.00	270.00	68663
INV0035585	Invoice	09/10/2020	COURT FINE REFUND	0.00	270.00	
00497	KIP EDGLEY	09/23/2020	Regular	0.00	1,940.00	68664
2020_0906_166	Invoice	09/06/2020	ROUTINE DATA FUNCTIONS/SCADING UP	0.00	1,940.00	
00516	LEAMY PRINTING AND DESIGN	09/23/2020	Regular	0.00	20.00	68665
200821	Invoice	08/24/2020	(1) CENSUS BANNER	0.00	20.00	
00280	LINDEN TECHNOLOGIES INC	09/23/2020	Regular	0.00	883.25	68666
91447	Invoice	08/31/2020	MERCHANT FEES- AUG 2020	0.00	883.25	
00542	LOWES COMPANIES INC	09/23/2020	Regular	0.00	80.72	68667
INV0035604	Invoice	08/25/2020	PW - PAINT ROLLER/USS STP NUTS/BOLTS	0.00	80.72	
00596	MOEN MACHINERY INC	09/23/2020	Regular	0.00	719.77	68668
540799	Invoice	08/31/2020	KUBOTA MOWER OIL CHANGE/TUNEUP	0.00	719.77	
00806	MULTNOMAH COUNTY SCHOOL DIS	09/23/2020	Regular	0.00	1,196.78	68669
20210206	Invoice	08/31/2020	CS VEHICLE FUEL- JULY 2020	0.00	46.40	
20210206	Invoice	08/31/2020	PW VEHICLE FUEL -JULY 2020	0.00	642.10	
20210207	Invoice	08/31/2020	PW VEHICLE FUEL- AUGUST 2020	0.00	508.28	
00249	OREGON DEPARTMENT OF ADMINI	09/23/2020	Regular	0.00	135.00	68670
AIA28531	Invoice	09/04/2020	ADIM/FIN- VEHICLE LEASE/FUEL	0.00	135.00	
00747	PITNEY BOWES GLOBAL FINANCIAL	09/23/2020	Regular	0.00	1,245.00	68671
3311813953	Invoice	08/21/2020	LEASE PAYMENT MAIL/SORTER-6/20-9/19	0.00	1,245.00	
01984	PORTLAND GENERAL ELECTRIC	09/23/2020	Regular	0.00	17.85	68672
0000418233	Invoice	09/15/2020	EXCESS TRANSFORMER CAP- MARINE DRI	0.00	17.85	
00757	PORTLAND GENERAL ELECTRIC COM	09/23/2020	Regular	0.00	12,248.32	68673
INV0035527	Invoice	08/26/2020	CC-ELECTRICITY	0.00	82.12	
INV0035528	Invoice	08/26/2020	SCHATZ BARN- ELECTRICITY	0.00	21.69	
INV0035529	Invoice	08/26/2020	GLISAN IRRIGATION- ELECTRICITY	0.00	27.81	
INV0035530	Invoice	08/26/2020	PARK CLEONE- ELECTRICITY	0.00	21.02	
INV0035531	Invoice	08/26/2020	FAZZETT PARK - ELECTRICITY	0.00	21.02	
INV0035532	Invoice	08/26/2020	STONE PARK- ELECTRICITY	0.00	21.12	
INV0035533	Invoice	08/26/2020	GUMDROP PARK- ELECTRICITY	0.00	58.62	
INV0035535	Invoice	08/26/2020	FV COMMUNITY PARK- ELECTRICITY	0.00	45.04	

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	
INV0035536	Invoice	08/26/2020	FV WOODS PARK- ELECTRICITY	0.00	24.89	
INV0035537	Invoice	08/26/2020	CH PARKING LOT- ELECTRICITY	0.00	29.71	
INV0035538	Invoice	08/26/2020	FV SIGN- ELECTRICITY	0.00	22.38	
INV0035539	Invoice	08/26/2020	BOOSTER PS- ELECTRICITY	0.00	515.81	
INV0035540	Invoice	08/26/2020	WELL #5- ELECTRICITY	0.00	1,817.45	
INV0035541	Invoice	08/26/2020	WELL #6- ELECTRICITY	0.00	123.12	
INV0035542	Invoice	08/26/2020	GLISAN RESERVOIR- ELECTRICITY	0.00	34.41	
INV0035543	Invoice	08/26/2020	WELL #8- ELECTRICITY	0.00	3,875.11	
INV0035544	Invoice	08/26/2020	WELL #9 - ELECTRICITY	0.00	2,091.09	
INV0035545	Invoice	08/26/2020	INTERLACHEN PS- ELECTRICITY	0.00	244.40	
INV0035546	Invoice	08/26/2020	BLUE LAKE PS- ELECTRICITY	0.00	79.29	
INV0035547	Invoice	08/26/2020	MARINE DR PS- ELECTRICITY	0.00	38.57	
INV0035548	Invoice	08/26/2020	FV LAKE PS- ELECTRICITY	0.00	594.89	
INV0035549	Invoice	08/26/2020	PW SHOP- ELECTRICITY	0.00	362.50	
INV0035550	Invoice	08/26/2020	CH- ELECTRICITY	0.00	2,075.13	
INV0035625	Invoice	08/26/2020	MARILYN'S PARK -ELECTRICITY	0.00	21.13	
	Void	09/23/2020	Regular	0.00	0.00	68674
02319	ROBERT BARRIE	09/23/2020	Regular	0.00	2,975.00	68675
202008-531	Invoice	09/03/2020	SALISH POND TUNNEL GRAFFITTI PATROL	0.00	225.00	
202008-586	Invoice	09/03/2020	SALISH POND TRAIL PATROL & REMOVAL	0.00	325.00	
202008-595	Invoice	09/03/2020	PARK CLEONE GRAFFITTI REMOVAL	0.00	2,425.00	
02262	RODNEY H. GRAFE	09/23/2020	Regular	0.00	400.00	68676
INV0035515	Invoice	09/18/2020	COURT JUDICIAL SVC.- AUGUST 2020	0.00	400.00	
02427	SERVICE AMERICA COMMERCIAL SE	09/23/2020	Regular	0.00	2,731.12	68677
32574	Invoice	08/24/2020	CH JANITORIAL SVCS. -AUG 2020	0.00	411.51	
32590	Invoice	09/01/2020	CH JANITORIAL SVCS. - AUGUST 2020	0.00	1,238.68	
32590.	Invoice	09/01/2020	PW SHOP- AUGUST 2020	0.00	1,080.93	
01406	SIEMENS INDUSTRY INC	09/23/2020	Regular	0.00	1,668.00	68678
5604686473	Invoice	08/25/2020	PW- HYDRORANGER 200	0.00	1,668.00	
02060	STAPLES CONTRACT & COMMERCIA	09/23/2020	Regular	0.00	749.87	68679
7309945392-0-1	Invoice	07/29/2020	ADMIN- CLOROX DISINF WIPES (6)BOX/C	0.00	33.99	
7310701492-0-1	Invoice	07/28/2020	ADMIN/FIN- OFFICE SUPPLIES	0.00	56.85	
7310701492-0-1.	Invoice	07/28/2020	ADMIN/FINANCE- OFFICE SUPPLIES	0.00	32.35	
7311172865-0-1	Invoice	08/04/2020	CH/ PW- OFFICE SUPPLIES	0.00	45.06	
73111728865-0-3	Invoice	08/13/2020	PW/CH- OFFICE SUPPLIES	0.00	82.77	
7311477893-0-1	Invoice	08/07/2020	ADMIN-OFFICE SUPPLIES	0.00	67.94	
7311477893-0-3	Invoice	08/10/2020	ADMIN- OFFICE SUPPLIES	0.00	8.52	
7311485965-0-1	Invoice	08/07/2020	ADMIN- OFFICE SUPPLIES	0.00	7.09	
7311896176-0-2	Invoice	08/24/2020	FINANCE-- OFFICE SUPPLIES	0.00	22.79	
7312026600-1	Invoice	08/20/2020	PW-CH- OFFICE SUUPLIES	0.00	17.50	
7312302660-0-2	Invoice	08/20/2020	PW/CH- OFFICE SUPPLIES	0.00	20.26	
7312302660-0-4	Invoice	08/24/2020	PW/CH - OFFICE SUPPLIES	0.00	354.75	
00864	THE SHERWIN WILLIAMS CO / PARK	09/23/2020	Regular	0.00	74.08	68680
0261-3	Invoice	09/02/2020	PW-(1) GAL. PAINT	0.00	50.24	
0262-1	Invoice	09/02/2020	PW- PAINT LINER	0.00	5.86	
9102-7	Invoice	09/01/2020	PW- (4)BUSHES	0.00	17.98	
01184	VERIZON WIRELESS	09/23/2020	Regular	0.00	1,049.52	68681
9861004455	Invoice	08/18/2020	REC WIRELESS	0.00	41.52	
9861004455.	Invoice	08/18/2020	PANDEMIC REPONSE	0.00	41.52	
9861004455..	Invoice	08/18/2020	CENSUS CHROMEBOOKS	0.00	160.04	
9861004455....	Invoice	08/18/2020	PANDEMIC RESPONSE WIRELESS	0.00	72.67	
9861004455.....	Invoice	08/18/2020	PW WIRELESS	0.00	373.68	
9861004456	Invoice	08/18/2020	MGMT WIRELESS	0.00	120.03	
INV0035577	Invoice	08/18/2020	PW- IPAD WIRELESS	0.00	240.06	

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	
00991	WESTON BUICK GMC INC	09/23/2020	Regular	0.00	93.47	68682
14175	Invoice	08/07/2020	(E266931) SILVERADO PROGRAMMED FO	0.00	27.50	
270744	Invoice	08/06/2020	PW VEHICLE -KEYLESS ENTRY TRANSMITT	0.00	65.97	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	111	38	0.00	178,314.22
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
	111	39	0.00	178,314.22



City of Fairview

Check Register

Packet: APPKT03320 - 6/30/2020 PO#20-0018 FY 19/20 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						
02493	MOORE IACOFANO GOLTSMAN, INC	09/23/2020	Regular	0.00	145.00	68643
0065055	Invoice	06/30/2020	PLANNING ASSISTANCE	0.00	145.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	145.00
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	145.00



City of Fairview

Check Register

Packet: APPKT03319 - 9/23/2020 PO #20-0018 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						
02493	MOORE IACOFANO GOLTSMAN, INC	09/23/2020	Regular	0.00	5,075.00	68642
0065444	Invoice	08/05/2020	PLANNING ASSISTANCE	0.00	1,110.00	
0065873	Invoice	09/03/2020	PLANNING ASSISTANCE	0.00	3,965.00	

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	5,075.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	1	0.00	5,075.00



By Check Number

Vendor Number Payable #	Vendor Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: US BANK-OPERATING ACCOUNT						
02494 2020-HAL-004	CASCADIA PARTNERS,LLC Invoice	09/23/2020 05/31/2020	Regular METRO GRANT-TASK #4	0.00 0.00	29,072.00 29,072.00	68638
00932 1508	TICE ELECTRIC COMPANY Invoice	09/23/2020 06/22/2020	Regular CH- CIRCUIT BREAKER IT MINI-SPLIT	0.00 0.00	1,108.84 1,108.84	68639

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	30,180.84
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	30,180.84



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						
02592 INV0035620	FAIRVIEW SPORTS BAR LLC Invoice	09/23/2020 09/22/2020	Regular COVID-19 BUSINESS GRANT RELIEF # C12	0.00 0.00	669.00 669.00	68640
02591 INV0035619	MELISSA E. JACKSON Invoice	09/23/2020 09/22/2020	Regular COVID-19 GRANT RELIEF #R89	0.00 0.00	252.00 252.00	68641

Bank Code US BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	921.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	921.00