

ADAIR VILLAGE CITY COUNCIL-Final
City Hall - 6030 Wm. R Carr Av.
******Tuesday, August 7, 2018 - 6:00 pm******

1. ROLL CALL – Flag Salute

2. CONSENT CALENDAR: - *The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which case the item will be discussed before the Consent Calendar is considered. If any item involves a potential conflict of interest, Council members should so note before adoption of the Consent Calendar.*

- a. Minutes – City Council Meeting – June 26, 2018 (Attachment A)
- b. Bills List through – August 2, 2018 (Attachment B) – \$81,900.77

3. PUBLIC COMMENT (Please limit comments to 3 minutes)

4. STAFF REPORTS:

- a) Community Service Officer (CSO) Report (Attachment C) Jerry Jackson
- b) Public Works (Attachment D) Pat Hare
- c) City Administrator (Attachment E) Pat Hare
- d) Sheriff's Report (Attachment F) Pat Hare
- e) Financial Report-Through July 31, 2018 (Attachments G, G-1) Pat Hare

5. OLD BUSINESS:

- a) 911 District
Action: Discussion Pat Hare

6. NEW BUSINESS:

- a) Century Link/ODFW (Attachment H,H1)
Action: Discussion
- b) Corvallis Society of Model Engineers (Attachment I) Pat Hare
Action: Discussion/Decision

7. ORDINANCES, RESOLUTIONS, AND PROCLAMATIONS:

- a) Ordinance 2018 # 01 Franchise Agreement (Attachment J) Pat Hare
Action: First Reading

8. EXECUTIVE SESSION ORS 192.660 (2):

- a) N/A
Action: N/A

9. COUNCIL and MAYOR COMMENTS:

10. ADJOURNMENT:

Next meetings -

City Council--Tuesday, September 4, 2018 6:00 PM
Planning Commission- Monday, August 20, 2018 6:00 PM

The Community Center is accessible to person with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling City Offices at 541-745-5507 or e-mail "kathy.edmaiston@adairvillage.org", or Oregon Relay Services by dialing 7-1-1. The City of Adair Village is an Equal Opportunity Employer.

The order in which items on the Agenda are addressed by the City Council may vary from the order shown on the Agenda.

S:\Admin\City Council\Meetings\2018 Meetings\180807 CC Mtg\180807 Agenda.docx

**ADAIR VILLAGE
CITY COUNCIL MINUTES
6030 William R. Carr Avenue
****Tuesday, June 26, 2018 – 6:00 PM******

Agenda Item	Action
<p>1. Roll Call: City Council Members present: Councilors Real, Rowe, King, Ray and Mayor Currier were present. City Attorney Sean Kidd was present. CA (City Administrator) Hare was present. Minutes were taken by Utility Clerk Kathy Edmaiston.</p>	<p>Mayor Currier called the meeting to order at 6:00 PM and led the flag salute</p>
<p>2. Consent Calendar (Agenda Item 2). Minutes of June 5, 2018 City Council Meeting. Bills List through June 20, 2018, (\$23,515.67 total).</p>	<p>Councilor King moved to approve the Consent Calendar as presented. Councilor Rowe seconded. Unanimous Approval (5-0).</p>
<p>3. Public Comment (Agenda Item 3). None.</p>	
<p>4. House Bill 2017 (Agenda Item 6a). Lee Lazaro, Benton County Public Transportation Coordinator, provided the Councilors with printed information, as a well as a power point presentation, on House Bill 2017.</p>	<p>Council received the information.</p>
<p>5. Attachment C – Community Services Officer (Agenda Item 4a). Jerry Jackson, CSO, presented the report.</p> <p>CA Hare will look into how to collect fines, as well as look into a fee schedule.</p>	<p>Council received the report.</p>
<p>6. Attachment D – Public Works (Agenda Item 4b). CA Hare presented the report.</p>	<p>Council received the report.</p>
<p>7. Attachment E – City Administrator Report (Agenda Item 4c). CA Hare presented the report.</p> <p>Administration</p> <ul style="list-style-type: none"> • Youth Program – The City has started the free lunch program. There have been over 25 kids the first week. • Barracks – CSME Model Railroad has started working on the building. • Elections – Filing begins on June 11 and signature verifications need to be in by 5 PM on August 28. Four people are running for election. <p>Property/Businesses</p> <ul style="list-style-type: none"> • Sweet Taste – Things have slowed down a bit since Santiam is out for the summer. • Benton County Property – The City Attorney and CA Hare will be meeting this week to go over the application process. 	<p>Council received the report.</p>

<p>Major Projects/Engineering</p> <ul style="list-style-type: none"> • ServPro – They are hoping to have the asphalt done over the next two weeks, as well as putting in the trees. • Water Plant – Some work has started at the plant. • Calloway Creek – We are still working with the county to get the necessary deeds and easements in place for the sewer line. • William R. Carr Subdivision – They are planning on starting as soon as possible. <p>Planning/Permits</p> <ul style="list-style-type: none"> • City Planner – The first round of interviews is on Friday, the 22nd. • Planning Commission – Dawson Officer was elected the new chair. There are still two vacancies on the planning commission. 	
<p>8. Attachment F – Sheriff’s Report (Agenda Item 4d). CA Hare presented the report for last month.</p>	<p>Council received the report.</p>
<p>9. Attachment G – Financial Report (Agenda Item 4e). CA Hare presented the report. Income is \$1,430,306.15 and expenses are \$1,080,955.02. The balance in the Local Government Investment Pool is approximately \$1,149,154.19, last year the balance was \$929,705.39.</p>	<p>Council received the report.</p>
<p>10. Attachment H – LOC Policy Committee Priority Ballot (Agenda Item 6b). The Council reviewed the League of Oregon Cities ballot indicating issues that the City would like to see the League focus on during the 2019 session.</p>	<p>Council discussed the matter and selected issues AA, BB, I and T as the City’s top 4 issues.</p>
<p>11. Attachment I – Resolution 2018 - #4 – 911 District (Agenda Item 7a). Council has some questions regarding this Resolution. CA Hare will research and bring it back to Council.</p>	
<p>12. Attachment J – Resolution 2018 - #5 – Waste Water Rates. (Agenda Item 7b). This Resolution raises wastewater rates to \$56.50 beginning the billing period of July, 2018.</p>	<p>Councilor King moved to approve Resolution 2018 - #5, with the corrections of changing the fiscal year to 2018-19 and the rate to \$56.50. Councilor Real seconded. Unanimous Approval (5-0).</p>
<p>13. Council and Mayor Comments (Agenda Item 8):</p> <ul style="list-style-type: none"> • Mayor Currier – None. • Councilor Real – Recommended “All the Queen’s Horses” documentary. • Councilor King – None. • Councilor Rowe – None. • Councilor Ray – None. 	
<p>17 Adjournment: Next meeting- Council meeting on Tuesday, August 7, 2018 at 6:00 PM.</p>	<p>Mayor adjourned the meeting at 8:35 PM.</p>

Mayor's Approval

Date

City of Adair Village
Unpaid Bills Detail
 As of August 2, 2018

Type	Date	Num	Due Date	Aging	Open Balan...
Bank of America Bill	8/2/2018	6/24/...	8/12/2018		1,587.80
Total Bank of America					1,587.80
Bark Place, Inc. Bill	8/2/2018	7/25/18	8/12/2018		800.00
Total Bark Place, Inc.					800.00
Century Link Bill	8/2/2018	7/25/...	8/12/2018		55.23
Total Century Link					55.23
CIS TRUST Bill	7/30/2018	7/31/18	8/9/2018		1,939.24
Total CIS TRUST					1,939.24
City of Corvallis Bill	8/2/2018	July S...	9/1/2018		263.89
Total City of Corvallis					263.89
Corvallis Rental Inc. Bill	8/2/2018	7/25/...	8/12/2018		299.88
Total Corvallis Rental Inc.					299.88
Delapoer Kidd Attorneys at Law Bill	8/2/2018	1638	8/12/2018		813.75
Total Delapoer Kidd Attorneys at Law					813.75
E.D. Hughes Bill	6/21/2018	18740	7/1/2018	32	303.55
Total E.D. Hughes					303.55
Edge Analytical Laboratories Bill	8/2/2018	18-27...	8/12/2018		76.50
Total Edge Analytical Laboratories					76.50
Ferguson Enterprises Bill	8/2/2018	0678...	8/12/2018		734.68
Total Ferguson Enterprises					734.68
One Call Concepts Bill	8/2/2018	8070...	9/1/2018		27.30
Total One Call Concepts					27.30
Oregon DEQ Bill	7/30/2018		8/9/2018		149.00
Bill	7/30/2018		9/1/2018		14,381.00
Total Oregon DEQ					14,530.00
TOTAL					21,431.82

Total: \$ 81,900.77

City of Adair Village
Unpaid Bills Detail
 As of July 25, 2018

	Type	Date	Num	Due Date	Aging	Open Balan...
22424	Benton County, Oregon Bill	7/11/2018	2916	7/21/2018	4	4,513.25
	Total Benton County, Oregon					4,513.25
22425	Best Pots Inc Bill	7/11/2018	A-362...	7/21/2018	4	82.60
	Total Best Pots Inc					82.60
22426	Brittany Kennedy Bill	7/16/2018	July 2...	7/26/2018		544.66
	Total Brittany Kennedy					544.66
22427	Cascade Columbia Distribution Bill	7/13/2018	723699	9/11/2018		2,301.75
	Total Cascade Columbia Distribution					2,301.75
22428	Century Link Bill	7/11/2018	July 1...	8/1/2018		78.52
	Bill	7/16/2018	541-9...	8/4/2018		83.68
	Total Century Link					162.20
22429	CIS TRUST Bill	7/17/2018	Augu...	7/27/2018		5,656.16
	Total CIS TRUST					5,656.16
22430	City of Corvallis Bill	7/11/2018	200903	8/10/2018		408.06
	Total City of Corvallis					408.06
22431	Comcast Bill	7/11/2018	7/18/...	7/30/2018		102.85
	Total Comcast					102.85
22432	Consumers Power Inc. Bill	7/25/2018	July S...	8/4/2018		2,667.40
	Total Consumers Power Inc.					2,667.40
22433	Cornerstone Janitorial Bill	7/11/2018	118J-IN	7/21/2018	4	245.11
	Total Cornerstone Janitorial					245.11
22434	De Lage Landen Financial Services, Inc. Bill	7/11/2018	5979...	7/21/2018	4	131.00
	Total De Lage Landen Financial Services, Inc.					131.00
22435	Edge Analytical Laboratories Bill	7/11/2018	18-21...	7/21/2018	4	246.60
	Bill	7/11/2018	July 1...	7/21/2018	4	279.00
	Bill	7/16/2018	18-26...	7/26/2018		37.80
	Total Edge Analytical Laboratories					563.40
22436	Madeline, Athanas Bill	7/16/2018	11004	7/26/2018		82.89
	Total Madeline, Athanas					82.89
22437	Oregon DEQ Bill	7/25/2018	2018-...	8/4/2018		240.00
	Total Oregon DEQ					240.00
22438	Oregon State University Bill	7/11/2018	MP C...	7/21/2018	4	63.20
	Total Oregon State University					63.20
22439	Pacific Power/PacificCorp Bill	7/11/2018	July 2...	7/26/2018		2,330.45
	Total Pacific Power/PacificCorp					2,330.45

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07/25/18

City of Adair Village
Unpaid Bills Detail
 As of July 25, 2018

	Type	Date	Num	Due Date	Aging	Open Balan...
22440	Pat Hare					
	Bill	7/25/2018	July ...	8/4/2018		391.71
	Bill	7/25/2018	July ...	8/4/2018		150.42
	Total Pat Hare					542.13
22441	Republic Services #452					
	Bill	7/11/2018	6/30/18	7/21/2018	4	127.43
	Total Republic Services #452					127.43
22442	Simply Payroll					
	Bill	7/11/2018	15153	7/21/2018	4	93.80
	Total Simply Payroll					93.80
22443	Smith-Wagar Consulting					
	Bill	7/12/2018	440	7/22/2018	3	600.00
	Total Smith-Wagar Consulting					600.00
22444	Staples Credit Plan					
	Bill	7/11/2018	July 2...	7/30/2018		135.21
	Total Staples Credit Plan					135.21
22445	USA Blue Book					
	Bill	7/11/2018	609344	7/21/2018	4	398.15
	Bill	7/11/2018	609557	7/21/2018	4	58.96
	Bill	7/11/2018	612091	7/21/2018	4	117.92
	Total USA Blue Book					575.03
22446	Verizon					
	Bill	7/11/2018	9810...	7/21/2018	4	224.89
	Total Verizon					224.89
22447	Willamette Criminal Justice Council					
	Bill	7/11/2018	#1, 7/...	7/21/2018	4	182.00
	Total Willamette Criminal Justice Council					182.00
	TOTAL					22,575.47

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07/10/18

City of Adair Village
Unpaid Bills Detail
As of July 10, 2018

	Type	Date	Num	Due Date	Aging	Open Balan...
22415	Al's Sweeping Service					
	Bill	7/10/2018	7309	7/20/2018		750.00
	Total Al's Sweeping Service					750.00
22416	Benton County Sheriff					
	Bill	7/10/2018	3/31/...	7/20/2018		7,822.25
	Total Benton County Sheriff					7,822.25
22417	Civil West Engineering Services, Inc					
	Bill	7/10/2018	07/02...	7/20/2018		4,760.00
	Total Civil West Engineering Services, Inc					4,760.00
22418	Corvallis Power Equipment					
	Bill	7/10/2018	INV# ...	7/20/2018		140.70
	Total Corvallis Power Equipment					140.70
22419	Creature Teachers					
	Bill	7/5/2018	07/12...	7/15/2018		300.00
	Total Creature Teachers					300.00
22420	Edge Analytical Laboratories					
	Bill	7/10/2018	18-23...	7/20/2018		29.70
	Bill	7/10/2018	18-23...	7/20/2018		76.50
	Bill	7/10/2018	18-23...	7/20/2018		37.80
	Total Edge Analytical Laboratories					144.00
22421	League of Oregon Cities					
	Bill	7/10/2018	2018-...	8/9/2018		708.96
	Total League of Oregon Cities					708.96
22422	Mission Communications					
	Bill	7/10/2018	1021...	7/20/2018		1,186.80
	Total Mission Communications					1,186.80
	TOTAL					15,812.71

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7/10/18

City of Adair Village
Unpaid Bills Detail
As of July 5, 2018

	Type	Date	Num	Due Date	Aging	Open Balan...
22397	American Business Software, Inc Bill	7/5/2018	132223	7/15/2018		60.60
	Total American Business Software, Inc					60.60
22398	Bank of America Bill	7/2/2018	5/24/...	7/12/2018		1,491.49
	Total Bank of America					1,491.49
22399	Benjamin Castaneda Bill	6/28/2018	6/28/...	7/8/2018		19.42
	Total Benjamin Castaneda					19.42
22400	Best Pots Inc Bill	7/5/2018	360928	7/15/2018		180.50
	Total Best Pots Inc					180.50
22401	Delapoer Kidd Attorneys at Law Bill	7/5/2018	1627	7/15/2018		1,400.00
	Total Delapoer Kidd Attorneys at Law					1,400.00
22402	E.D. Hughes Bill	7/2/2018	INV# ...	7/13/2018		3,688.46
	Bill	7/5/2018	18747	7/15/2018		1,091.45
	Total E.D. Hughes					4,779.91
22403	Edge Analytical Laboratories Bill	6/28/2018	18-21...	7/8/2018		88.20
	Bill	6/28/2018	18-19...	7/8/2018		76.50
	Total Edge Analytical Laboratories					164.70
22404	NW Natural Bill	7/5/2018	acct# ...	7/15/2018		125.28
	Bill	7/5/2018	acct# ...	7/15/2018		13.20
	Total NW Natural					138.48
22405	One Call Concepts Bill	6/28/2018	8060...	7/28/2018		64.05
	Total One Call Concepts					64.05
22406	Pace Heating & Air Bill	7/5/2018	s-456...	7/15/2018		223.00
	Total Pace Heating & Air					223.00
22407	Pacific Excavation Bill	7/5/2018	7/2/18	7/15/2018		6,458.14
	Total Pacific Excavation					6,458.14
22408	Shaffer, Amanda Bill	6/28/2018	6/28/...	7/8/2018		70.01
	Total Shaffer, Amanda					70.01
22409	The Little Z Tree Farm Bill	7/5/2018	2018-...	7/15/2018		1,170.00
	Total The Little Z Tree Farm					1,170.00
22412	Wellprotected Bill	7/5/2018	1057	7/15/2018		135.00
	Total Wellprotected					135.00
	TOTAL					16,355.30

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06/28/18


City of Adair Village
Unpaid Bills Detail
As of June 28, 2018

Type	Date	Num	Due Date	Aging	Open Balan...
22383 Best Pots Inc Bill	6/10/2018	A-360...	6/20/2018	8	180.00
Total Best Pots Inc					180.00
22384 Century Link Bill	6/11/2018	June ...	6/21/2018	7	1.27
Bill	6/16/2018	6/16/...	7/6/2018		82.93
Total Century Link					84.20
22385 Comcast Bill	6/10/2018	6/18/...	6/30/2018		102.85
Total Comcast					102.85
22384 Consumers Power Inc. Bill	6/16/2018		6/26/2018	2	2,629.57
Total Consumers Power Inc.					2,629.57
22387 E.D. Hughes Bill	6/21/2018	18740	7/1/2018		303.55
Total E.D. Hughes					303.55
22388 Edge Analytical Laboratories Bill	6/22/2018	18-21...	7/2/2018		76.50
Bill	6/25/2018	18-22...	7/5/2018		37.80
Total Edge Analytical Laboratories					114.30
22390 Smith-Wagar Consulting Bill	6/10/2018	435	6/20/2018	8	725.00
Total Smith-Wagar Consulting					725.00
TOTAL					4,139.47

Pat draw \$1,000
check #: 22391

• local government personnel.
check #: 22389 \$586.00

[Signature]
6/24/18
\$ 5,725.47

	Willamette Valley Processors, LLC
End of Month	6/23/18 through 7/26/18

CSO	Jerry Jackson
Hours Worked:	110.5 Hrs.
Complaint Total:	Monthly Case Load Citizen Complaints 6 Self-Initiated 17 Total Calls 23
Cases	0 old cases, 23 new cases, 22 closed 1 open

A18-090	6/22/18	Graffiti sprayed on road – Verbal Warning	211 NE Azalea
A18-091	6/22/18	Parked in yellow zone – asked to move	Corner of Columbia & Azalea
A18-092	6/22/18	Dog at large	200 Block of Azalea
A18-093	6/25/18	Tall Grass	5172 Willamette
A18-094	6/26/18	Tall Grass	3134 Willamette
A18-095	6/26/18	Tall Grass	3130 Willamette
A18-096	6/26/18	Loitering – Called BCSC	6002 William R. Carr (store)
A18-097	6/26/18	Vandalism in Kiddie Park	Talked to the child/requested Mother to prevent action
A18-098	6/27/18	Tall Grass	206 Cedar
A18-099	7/2/18	Parked wrong way on street	Hyacinth & Barberry
A18-100	7/2/18	Tall Grass	5172 Willamette
A18-101	7/9/18	Dog at large	5228 Laurel
A18-102	7/9/18	Noxious weeds	Box Elder and Frontage
A18-103	7/10/18	Tall Grass	6301 William R. Carr

A18-104	7/23/18	Phone report of aggressive dog	Newton & Barberrry
A18-105	7/23/18	Tall grass blocking view (same location)	8746 Box Elder/Frontage Road
A18-106	7/23/18	Utility Trailer parked on street	Took Pictures
A18-107	7/23/18	Gravel Pile at construction site	Barberrry (provided safety cones)
A18-108	7/25/18	Cans left out/Assisted	Several locations

Parking Report Total

Wrong Way Driving 0

On yellow curb 1

Prohibited Parking 1

Grass/Vegetation Warnings - 8

Citizen Assist Total 0

Trash Container – Continuously

Solid Waste/Littering 0

Information/Paperwork/Letters 5

Vacation assist/ 0

Animal Control: Request Sheriff's Office Animal Control Officer Patrol Adair Village

Parking: Yellow Zone painting in progress

City Assist:

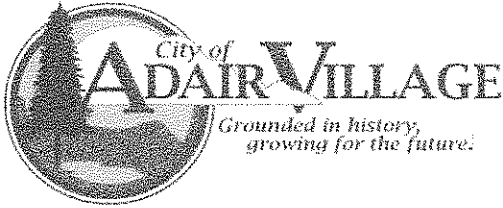
- Emergency Management – Attended CERT Training and ICS 300 (Completed)
- Training – Working on finding an instructor for the Adair Village C.E.R.T. Program
- Yard of the Month Program

Animal Control Total

Noise 0

Animal at large 3

Livestock Violations 0



PUBLIC WORKS
OPERATIONS AND MAINTENANCE REPORT

PERIOD: 6/20/2017 TO 7/20/2018

WATER USE / DISTRIBUTION REPORT

WATER USE REPORT

Water Produced: 9,890,434 Million Gallons

Average Usage per Day 330k

Water Loss 26%

WATER DISTRIBUTION REPORT

Maintenance Activity: Water demand remains very high with the hot and dry weather. One leak was found and fixed on Willamette Street and one meter was replaced on Calloway Drive.

Collected Monthly, Bacterial Sample: Results were clean.

Collected quarterly, third quarter samples will be taken soon.

WASTEWATER TREATMENT REPORT

Flows into the WWTP continue to be stable. Staff have been taking the time to clean the intake and Imhoff in preparation for winter rains.

Total Monthly Influent: 1.5 Million Gallons

Discharged: Discharge from the holding pond is finished for the season.

STORM WATER COLLECTION SYSTEM REPORT

Maintenance Activity: Storm drains remain clear with no major issue to report. As staff have been out prepping curbs for painting they have taken the time to clean in and around storm drains.

STREETS MAINTENANCE REPORT

Maintenance Activity: Streets are in good shape. Curb painting has started. We have completed about 90% of the Willamette and Laurel loops. We will be starting the new section and the Columbia loops next week. It has taken awhile for staff to find a steady pace but im confident all curb painting will be finished this summer.

CITY HALL / PARKS AND WETLANDS

Maintenance Activity: Mowing continues but has slowed a bit with the dry weather. Staff will continue to maintain and keep vegetation under control.

WATER TREATMENT PLANT

Maintenance Activity: Demand continues to increase significantly. We had a couple of small issues but nothing major to report. Staff continues to run the plant 5 days a week.

WASTEWATER TREATMENT PLANT

Maintenance Activity: The wastewater treatment plant is in good shape. All equipment is ready for summer. Sampling continues to look good with no issues to report.

Completed by Matt Lydon, Public Works Supervisor



CITY ADMINISTRATOR'S REPORT August 7, 2018 Council Meeting

Administration

- **Youth Program** – The youth program had their first round of camps last month and it went really well. They have one more set this month.
- **Barracks** – I have been receiving quotes for the work to be done. Some of them have come in a little high because of the demand right now.
- **Elections** – I will be turning in sheets this week and we should have the confirmation of signatures back by then end of the week or early next week.

Property/Businesses

- **Serve Pro** – Serve Pro has their temporary occupancy, and they are continuing to work on their requirements to get permanent occupancy. They have installed screening between the residential area to the east and they will work on doing the same to the north.
- **AVIS** – The three parties have engaged DEQ and we have just signed off on starting the actual cleanup process with DEQ's oversight.

Major Projects/Engineering

- **Water Plant** – The painting of the pipes and inside are scheduled for the 20th of this month. The STATA work will begin shortly after the painting is completed.
- **Calloway Creek** – They are moving as planned they have the sewer lines in and they have separated lots. The next step will be to begin the water system.
- **William R. Carr Subdivision** – Brian Donne sent out request for proposals (RFP) and got only one response that was too high. He is going to send out another RFP in the winter for work to begin in the spring.
- **SCS Property** – A developer will be meeting with me on Thursday to discuss possible subdivision on the Santiam Christian property.
- **Master Plans and SDC Evaluation** – The city will need to look at a wastewater study and SDC updates to accommodate the growth. I have our engineers preparing scopes of work for the studies that need to be done. We will need to do a supplemental budget but we can use SDC funds for these studies.

ADAIR VILLAGE PATROL

June 25, 2018 - July 24, 2018

Benton County Sheriff's Office - Adair Patrol Activity Log

Date	Case #	Total Time	*Shift	Deputy	Contacts	Traffic		Arrests		Ord. Viol.	Other
						Warn	Cite	Cite	Cust		
25	2402	1.0	Day	418	1	0	0	0	0	0	Contact a resident while patrolling streets.
26	2403	1.0	Day	426	0	0	0	0	0	0	No activity per Sergeant 2:15 pm to 3:15 pm
26	2406	1.0	Day	431	2	0	0	3	0	0	Deputy contacted an Adair resident who had 3 outstanding warrants for his arrest. He was cited and released.
27	2409	1.0	Grave	419	0	0	0	0	0	0	No activity at 3:55 am to 4:55 am
27	2410	2.0	Grave	445	2	3	0	0	0	0	Two stops with 3 warnings for traffic violations.
29	2438	1.0	Swing	417	10	0	0	0	0	0	Deputy handed out stickers and badges to little kids having free lunch day at the park.
30	2450	1.5	Day	437	2	2	0	0	0	0	2 verbal warnings given to two different drivers.
30	2454	1.0	Grave	444	1	1	0	0	0	0	One stop for speed with warning.
1	2460	1.0	Day	418	0	0	0	0	0	0	No activity at 10:00 am to 11:00 am
1	2464	1.0	Swing	416	0	0	0	0	0	0	Deputy patrolled streets parks and school. 5:00 pm to 6:00 pm
2	2476	2.0	Day	448	3	0	0	0	0	0	Deputy investigated what appeared to be a theft of Frisbee basket from park. Turned out they were only servicing the baskets.
2	2487	2.0	Swing	440	2	0	0	0	0	0	Deputy investigated a runaway juvenile BCSO 2018B02486
4	2508	2.0	Day	443	7	0	0	0	0	0	Deputy made several citizens contacts and also assisted 2 people with their disabled vehicle at the high school parking lot.
5	2516	2.0	Day	439	0	0	0	0	0	0	No activity at 2:50 am to 4:50 am
5	2518	2.0	Day	438	5	5	0	0	0	0	Deputy stopped cars for minor violations and felt warnings were good.
5	2524	1.5	Day	417	1	0	0	0	0	0	Deputy took a Burglary report. BCSO 2018B02523 at vacant school building behind fire station.
5	2534	1.5	Swing	428	4	0	0	0	0	0	Sergeant stopped and spoke with 4 local citizens.
6	2536	1.0	Swing	431	0	0	0	0	0	0	Deputy patrolled streets and checked building behind the fire station.
6	2537	1.0	Swing	421	0	0	0	0	0	0	No activity per Deputy at 11:48 pm to 12:48 am
6	2538	1.5	Grave	438	5	0	0	0	0	0	Deputy issued two citations into circuit court and also issued warnings.
6	2548	1.0	Swing	442	0	0	0	0	0	0	No activity at 5:30 pm
7	2552	2.5	Grave	445	4	3	2	0	0	0	4:10 am to 6:36 am with 2 citations and some warnings.
7	2555	0.5	Day	448	1	0	0	0	0	0	Assist with follow up to the burglary/trespass at the vacant school behind the fire station.
7	2556	1.0	Day	448	0	0	0	0	0	0	Deputy found an open door at the dorm room building. Searched the building and it was empty.
8	2573	1.0	Grave	444	2	2	0	0	0	0	Deputy stopped two cars and issued verbal warnings for fail to maintain lane and failure to signal turn.
8	2574	1.5	Swing	424	2	2	0	0	0	0	Deputy issued two warnings for violations.
9	2603	1.0	Day	426	0	0	0	0	0	0	Sergeant ran radar on HWY 99W near Arnold with nothing over 68 MPH
11	2619	1.5	Grave	445	0	0	0	0	0	0	No activity at 4:30 am to 6:00 am
12	2641	1.0	Swing	431	0	0	0	0	0	0	Patrolled streets parks per Deputy at 6:30 pm
13	2646	2.5	Grave	439	1	1	0	0	0	0	Warning issued for traffic violation 12:15 am to 2:45 am
13	2647	1.0	Grave	438	0	0	0	0	0	0	No activity at 1:40 am to 2:40 am
13	2660	1.0	Swing	428	1	0	0	0	0	0	Sergeant stopped and contacted a male walking. Local guy walking home.
13	2662	1.0	Swing	431	0	0	0	0	0	0	No activity at 8:45 pm to 9:45 pm
14	2668	2.0	Day	418	2	0	0	0	0	0	No activity at 3:00 pm per Deputy
14	2669	1.0	Day	448	0	0	0	0	0	0	Deputy checked the Dorm building and patrolled streets
15	2681	1.0	Grave	444	1	1	0	0	0	0	Stopped a car for speed and gave warning. Checked Dorm for trespassers.
14	2665	1.0	Swing	424	0	0	0	0	0	0	No activity at 12:47 am
16	2685	1.0	Day	418	1	0	0	0	0	0	Deputy spoke with a local citizen while patrolling.
16	2688	1.0	Day	448	2	0	0	0	0	0	Deputy spoke with two citizen while patrolling and serving a civil paper.
17	2695	1.0	Swing	440	0	0	0	0	0	0	No activity at 10:00 pm
17	2696	0.5	Grave	419	0	0	0	0	0	0	No activity at 5:00 am
17	2703	1.0	Day	436	0	0	0	0	0	0	No activity
17	2707	1.0	Swing	431	0	0	0	0	0	0	No activity at 8:45 pm to 9:45 pm

ADAIR VILLAGE PATROL

May 25, 2018 - June 24, 2018

Benton County Sheriff's Office - Adair Patrol Activity Log

Date	Case #	Total Time	*Shift	Deputy	Contacts	Traffic		Arrests		Ord. Viol.	Other
						Warn	Cite	Cite	Cust		
25	1958	1.0	Swing	421	0	0	0	0	0	0	No activity at 12:58 am
25	1961	1.0	Swing	442	0	0	0	0	0	0	No activity at 1:30 am
25	1963	2.0	Grave	445	3	2	1	0	0	0	Deputy gave citation for traffic violation.
26	1983	1.0	Swing	421	0	0	0	0	0	0	No activity at 1:00 am
26	1988	1.0	Grave	419	0	0	0	0	0	0	Deputy said he patrolled Highway 99W, housing areas with no activity.
27	1996	1.0	Swing	416	0	0	0	0	0	0	Patrolled neighborhoods and businesses Santiam High and traffic enforcement on Highway 99W at Adair Frontage Rd
27	2001	1.0	Day	448	0	0	0	0	0	0	Deputy said he did routine patrol with no activity at 9:40 am
27	2012	2.0	Swing	424	0	0	0	0	0	0	Deputy said he worked radar traffic and didn't have any speeds that were not acceptable.
28	2013	1.5	Grave	419	5	2	1	0	0	0	Deputy stopped 3 cars with one cite and 2 citizen contacts in housing areas.
29	2026	1.0	Grave	444	0	0	0	0	0	0	1:00 am till 2:00 am with no activity
30	2035	2.0	Grave	434	0	0	0	0	0	0	No activity at 2:00 am
31	2043	2.5	Grave	445	1	0	0	0	0	0	Deputy said it was very slow with no traffic at 5:00 am
31	2045	1.5	Day	443	5	0	0	0	0	0	Deputy stopped at the store and spoke with people outside their homes at 9:30 am
31	2056	1.0	Grave	419	0	0	0	0	0	0	No activity at 12:00 am
1	2065	1.0	Swing	429	11	0	0	0	0	0	Deputy stopped one car with warning and spoke with several kids not wearing their bike helmets.
2	2072	1.0	Swing	421	0	0	0	0	0	0	No activity at 12:30 am
2	2075	1.0	Day	418	0	0	0	0	0	0	No activity at 9:00 am to 10:00 am
2	2084	2.0	Swing	424	3	2	0	0	0	0	2 warnings for minor traffic violations and 1 citizen contact
3	2087	3.0	Day	417	15	0	0	0	0	0	Deputy made contact with several people at disk golf park. Gave sticker badges out to kids. Took a entry in car with stolen property.
5	2111	1.0	Grave	419	0	0	0	0	0	0	No activity at 1:14 am
6	2122	1.0	Day	436	0	0	0	0	0	0	Deputy patrolled streets and parks with no activity.
8	2146	1.0	Day	436	0	0	0	0	0	0	No activity at 2:00 pm
9	2157	1.0	Day	448	15	0	0	0	0	0	Deputy Fontaine stopped and spoke with group of kids waiting to take a tractor safety course.
10	2164	2.0	Day	439	0	0	0	0	0	0	Deputy drove streets without incident at 12:00 pm to 2:00 pm
10	2165	0.5	Day	448	0	0	0	0	0	0	Deputy was patrolling and got called away after 30 minutes.
10	2166	1.0	Day	418	0	0	0	0	0	0	No activity at 10:40 am
10	2169	1.0	Swing	416	0	0	0	0	0	0	Deputy checked parks, neighborhoods and high school without incident. 7:50 pm
11	2190	1.0	Day	418	1	1	0	0	0	0	One traffic stop with 1 warning for no brake light to local resident.
12	2184	0.5	Grave	419	0	0	0	0	0	0	12:00 am to 12:30 am with no activity.
12	2186	1.0	Day	418	1	1	0	0	0	0	1 traffic stop with warning issued at 10:00 am.
12	2188	1.5	Day	443	5	2	0	0	0	0	Deputy said he stopped 2 cars with warnings and then spoke with 3 citizens.
12	2185	1.0	Day	436	0	0	0	0	0	0	No activity 9:00 am to 10:00 am
12	2195	1.0	Day	448	3	0	0	0	0	0	Deputy helped ODOT at HWY 99W and Tampico Rd with large amount of glass in road and then patrolled city streets without incident
12	2199	0.5	Swing	440	0	0	0	0	0	0	No activity at 11:58 am
13	2201	0.5	Day	426	1	0	0	0	0	0	Person at 6849 Arnold Av called in a suspicious car. Deputy located the car and driver who said he's homeless living in his car.
13	2202	1.0	Swing	421	1	1	0	0	0	0	One traffic stop with verbal warning.
14	2213	1.0	Grave	445	1	2	0	0	0	0	One traffic stop with 2 warnings to a local resident.
15	2226	1.0	Grave	439	0	0	0	0	0	0	1:50 am to 2:50 am without incident.
15	2227	2.5	Swing	440	0	0	0	0	0	0	Deputy located a Toyota 4Runner with switched plates parked across from the new Servpro Building
15	2237	1.5	Swing	428	1	1	0	0	0	0	verbal warning for failure to obey traffic control device (rolling through a stop sign onto Arnold Ave)
15	2240	1.5	Grave	444	1	1	0	0	0	0	One traffic stop with warning for lighting violation at 11:30 pm.
16	2244	3.0	Grave	438	3	0	0	0	4	0	Deputy arrested 1 DUJI and 3 others on warrants.
16	2245	1.0	Day	448	0	0	0	0	0	0	No activity at 10:00 am

ADAIR VILLAGE PATROL

May 25, 2018 - June 24, 2018

17	2558	1.0	Day	426	0	0	0	0	0	0	0	0	0	0	0	No activity per Sergeant Peterson 11:00 am to 12:00 pm
23	2369	1.0	Swing	424	1	0	0	0	1	0	0	0	0	0	0	Deputy arrested a person on an outstanding warrant BCSO Case #2018B02367
23	2373	2.0	Swing	442	9	6	0	0	0	0	0	0	0	0	0	Deputy stopped 6 cars for minor violations. Contacted 2 males in park and went to a loud music complaint at 213 Azalea.
21	2345	1.5	Day	417	4	0	0	0	0	0	0	0	0	0	0	3 citizen contacts and spoke to a citizen about surrendering a firearm to the office.
24	2385	1.0	Grave	444	1	0	0	0	0	0	0	0	0	0	0	Stopped and spoke to a male hitchhiking near 99W and Arnold Av. And gave him a ride to Robison Road.
TOTAL:		62.0			91	21	2	2	0	0	5	0	0	0		

Adair / CSME Relocation Agreement – Final Draft – July 30th, 2018

RELOCATION AGREEMENT

This Relocation Agreement (“Agreement”) is made effective the 1st day of September, 2018 between the CORVALLIS SOCIETY OF MODEL ENGINEERS (“CSME”) and THE CITY OF ADAIR VILLAGE (“City”).

RECITALS:

WHEREAS, CSME is currently located at 7155 NE Vandenberg Avenue in Adair Village; and

WHEREAS, City and CSME believe that relocation of CSME’s operations will be mutually beneficial to City and CSME in promoting both parties; and

WHEREAS, City and CSME are desirous of having CSME relocate to a larger building located at 6035 William R. Carr Avenue (the “Property”).

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties hereby agree:

1. Term. This Agreement shall begin on the completion of construction or the 1st day of December, 2018, whichever is later, and continue until November 31, 2038 unless sooner terminated by mutual agreement of both parties. Completion of construction is defined as when the building passes it’s final building inspection and receives a certificate of occupancy.

2. CSME Obligations. CSME agrees to keep their 2/3 portion of the Property (interior) in acceptable condition to the City Administrator’s discretion. CSME agrees to allow visitors to tour the layout. This will be accomplished in the following manner: CSME will construct, at CSME’s expense, a ‘view partition’ along the East wall of their space extending for approximately 2/3rd the length of the space. This partition will create a four foot wide corridor which will isolate visitors from the main part of the CSME space yet allow a view of the CSME model railroad. Visitors will be escorted at all times, either by a CSME member, a designated employee of the City or by designated individual(s) approved by the CSME officers. At no time will either CSME or the City allow unescorted visitors in the view corridor. Additionally, the City will not allow visitors, escorted or otherwise, in the main part of the CSME space. Additionally, CSME agrees to keep all utility bills current. A watt meter will be installed in the Property to measure CSME’s electrical usage. The City will calculate an electrical bill based on the CSME usage as a percentage of the entire buildings electrical usage, CSME will pay this amount to the City. CSME agrees to maintain membership in excess of 10 members. In addition, CSME agrees to maintain its current non-profit status. CSME agrees to relocate its entire inventory and operations to the Property and vacate 7155 NE Vandenberg Avenue no later than October 31st, 2019 or 1 calendar year after all construction is complete, whichever comes later. CSME will provide labor and materials, at no cost to the City, for specific projects related to the

Adair / CSME Relocation Agreement – Final Draft – July 30th, 2018

improvement of the building. At present these include a) removal of interior wooden siding and installation of furring on both the City and CSME section of the building to improve insulation and b) interior painting of the CSME portion of the building.

3. City Obligations. The City agrees to allow CSME to utilize 2/3 of the Property for model railroad operations and will allow CSME to utilize the additional 1/3 of the Property on Wednesday evenings for their regular scheduled meetings and on the two Saturdays and two Sundays of the CSME open house, traditionally the first two weekends after Thanksgiving. CSME may request in writing to the City, no later than 5 days in advance, to utilize the additional 1/3 of the building for unscheduled meetings. City will not require or request CSME to vacate the 7155 NE Vandenberg property for a period of one year after the completion of construction. The City will permit CSME to build interior non-structural partition walls to create a work area and toilet. In addition, the City will provide rough-in plumbing for a sink and toilet in the Southwest corner of the CSME spaces. All CSME work will meet applicable building codes.

4. Review. The City Administrator and president of CSME shall conduct annual reviews to insure that CSME and the City of Adair Village is fulfilling its obligations as defined in Paragraph 2 above. Beginning 2028, the reviews shall be conducted every other year.

5. Rent. In return for the consideration provided by CSME described in Section 6 below, the rent for the Property will be (\$200.00) for the term set forth in Section 1.

6. Improvements. The City will use its best efforts to assist CSME in obtaining the necessary funding to complete the CSME improvements in order to relocate as described in Paragraph 2 above.

7. Utilities/Insurance. City shall pay for water, stormwater, sewer and garbage collection at the Property. CSME shall pay electric and all other utilities to the Property. Additionally, City shall carry building and liability insurance for the Property. CSME will provide insurance on its belongings.

8. Parking. Parking will be shared between CSME and Adair Living History.

9. Termination. This Agreement shall terminate on November 31, 2038 unless an alternate date is mutually agreed by both parties or a party is deemed to be in default. The parties hereby agree to review the terms of this Agreement on or about the ten (10) year anniversary of this Agreement to insure that both parties are in compliance with all terms and conditions thereof. As part of good faith cooperation, CSME agrees it will provide City with membership numbers upon request.

Adair / CSME Relocation Agreement – Final Draft – July 30th, 2018

10. Entire Agreement. This agreement constitutes the entire understanding between the parties hereto with respect to the matters set forth herein and supersedes all prior agreements inconsistent herewith. The terms of this agreement may be changed or modified only by an instrument in writing executed by both parties.

11. Nonassignability. This agreement shall not be assigned in whole or in part by either party without prior written consent by the non-assigning party.

12. Survival. All restrictions, rights and obligations imposed or granted by this Agreement which, by the terms hereof, are to be performed and continue beyond the expiration or prior termination hereof, shall survive the expiration or termination of this Agreement.

13. Notices. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties to the following addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to the other parties):

City of Adair Village
6030 William R. Carr Ave.
Adair Village, OR 97330

CSME
6035 William R. Carr Avenue
Adair Village, OR 97330

Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, or (b) at the expiration of the second day after the date of deposit in the United States mail.

14. Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties.

15. Construction. The captions used in this Agreement are provided for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. Whenever the words *include* or *including* are used in this Agreement, they shall be deemed to be followed by the words *without limitation*.

Adair / CSME Relocation Agreement – Final Draft – July 30th, 2018

16. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

17. Governing Law. This agreement shall be governed by, enforced, and interpreted according to the laws of the state of Oregon.

18. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

19. Remedies upon Breach of Agreement. In the event either party commits a material breach or default in performance of any obligation under this Agreement, and, the breach or default continues for a period of 30 days after the non-breaching party delivers notice reasonably detailing the breach or default, then the non-breaching party may seek reimbursement of any damages through mediation. In the event mediation is unsuccessful, either party may seek judicial relief through the Benton County Circuit Court.

CITY OF ADAIR VILLAGE

City Administrator

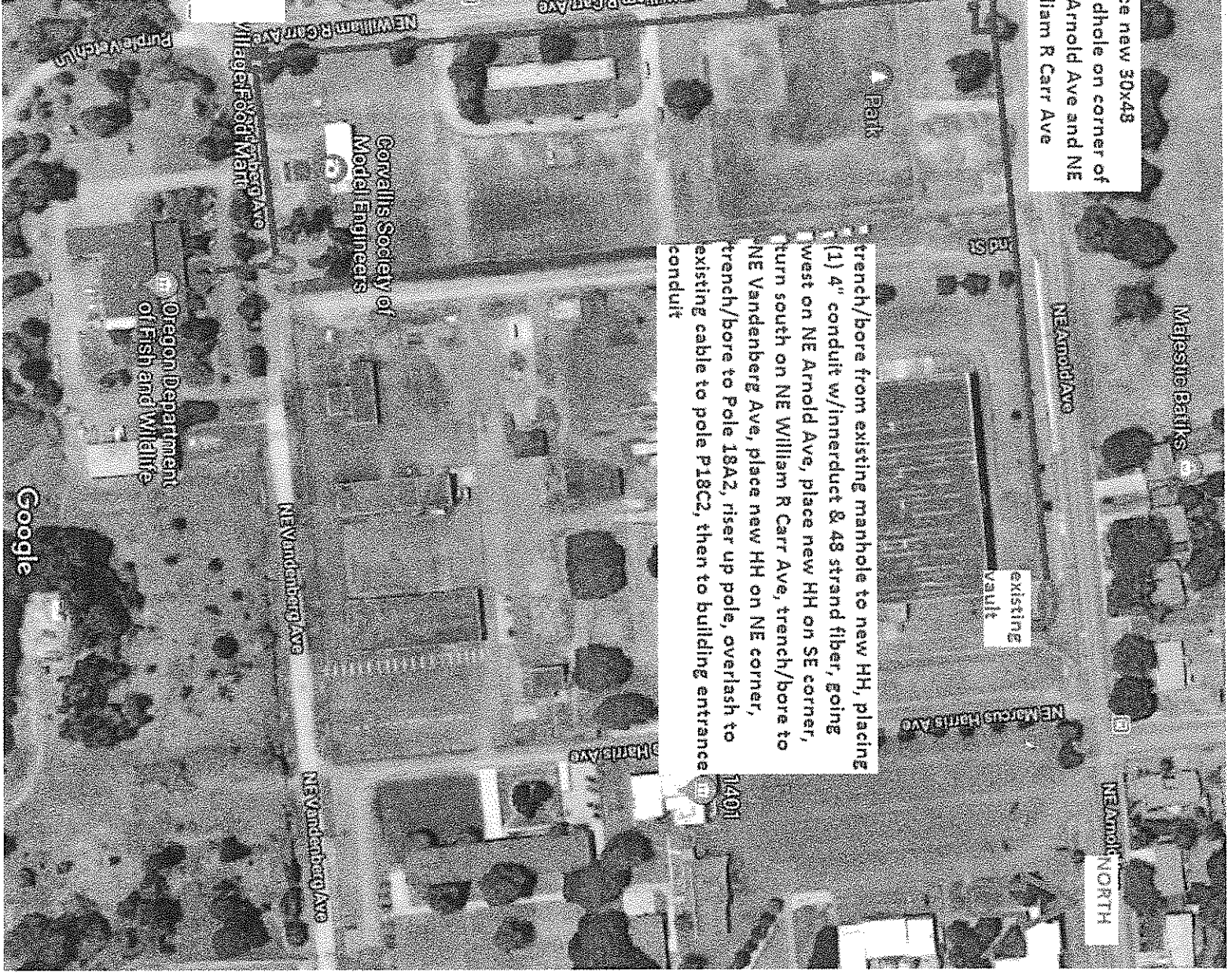
CSME

Title

ce new 30x45
hole on corner of
Arnold Ave and NE
William R Carr Ave

trench/bore from existing manhole to new HH, placing
(1) 4" conduit w/innerduct & 48 strand fiber, going
West on NE Arnold Ave, place new HH on SE corner,
turn south on NE William R Carr Ave, trench/bore to
NE Vandenberg Ave, place new HH on NE corner,
trench/bore to Pole 18A2, riser up pole, overlash to
existing cable to pole P18C2, then to building entrance
conduit

existing
vault



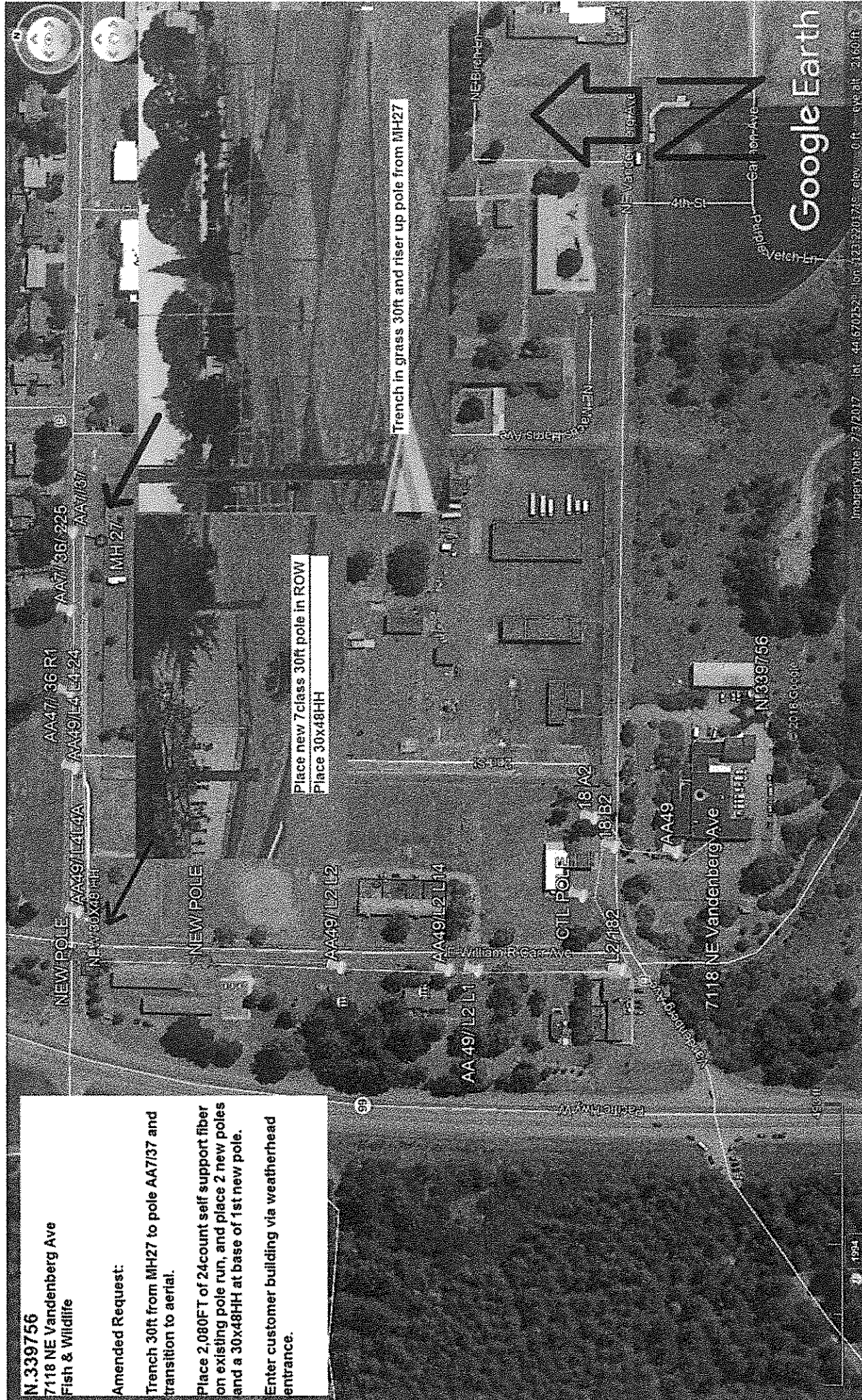
N.339756
7118 NE Vandenberg Ave
Fish & Wildlife

Amended Request:

Trench 30ft from MH27 to pole AA7/36/225 and transition to aerial.

Place 2,080F of 24count self support fiber on existing pole run, and place 2 new poles and a 30x48HH at base of 1st new pole.

Enter customer building via weatherhead entrance.



**BEFORE THE CITY COUNCIL FOR THE
CITY OF ADAIR VILLAGE, OREGON**

In the Matter of Granting a Franchise to Qwest)
Corporation DBA CenturyLink to Operate and)
Maintain a Telecommunications System in the)
City of Adair Village, Oregon)

ORDINANCE NO. 2018 - 01

WHEREAS, this matter having come before the City Council of Adair Village on August 7, 2018 upon recommendation of the City Administrator; and

WHEREAS, Qwest corporation d/b/a Centurylink QC (“CenturyLink” or “Company”), is a regulated public utility that provides electric power and energy to the citizens of the City of Adair Village (the “City”) and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City and PacifiCorp wish to agree to the terms and conditions by which PacifiCorp will use the public ways of the City;

THE CITY OF ADAIR VILLAGE CITY COUNCIL ORDAINS AS FOLLOWS:

SECTION 1. Grant of Franchise. The City hereby grants to CenturyLink the right, privilege and authority to construct, maintain, operate, upgrade, remove, and relocate its cables and related appurtenances (“Facilities”) in, under, along, over and across the present and future streets, alleys, land, easements, and public ways of the City (“Public Ways”), for the purpose of providing telecommunication services to the City’s inhabitants. Notwithstanding the foregoing, the City Manager or his/her designee shall have the reasonable authority to prescribe which Public Ways will be used and the location of Facilities within the Public Way, as may be reasonably necessary to minimize public inconvenience.

SECTION 2. Acceptance by CenturyLink. Within sixty (60) days after the passage of this Ordinance by the City, CenturyLink shall file an unqualified written acceptance (“Acceptance”) thereof with the City Recorder; otherwise the Ordinance and the rights granted herein shall be null and void.

SECTION 3. Term. The Term (“Term”) of this Franchise is four (4) years commencing on July 1, 2018 and ending on June 30, 2022. At the end of the Term, the Franchise granted herein may be renewed upon mutual agreement of the parties.

SECTION 4. Franchise Fee. From and after the date of CenturyLink's Acceptance of this Ordinance and until its expiration, CenturyLink will pay the City five percent (5%) of CenturyLink's local exchange access service Gross Revenue (as defined in ORS §§221.515 and 403.105), in accordance with ORS § 221.515. Payment shall be made annually within sixty (60) days after the end of the calendar year during the Term of this Franchise. Such payment made by CenturyLink will be accepted by the City of Adair Village in payment of any license, privilege or occupation tax or fee for revenue or regulation, franchise fee, or any permit or inspection fees or similar charges for street openings, installations, construction or for any other purpose now or hereafter, or other forms of excise or revenue taxes based upon or measured by revenues, employees, payroll, property, facilities or equipment of CenturyLink to be imposed by the City of Adair Village upon CenturyLink during the Term of this Franchise. However, CenturyLink shall not deduct charges and penalties imposed by the City for noncompliance with the Franchise, ordinances, or permit conditions from the franchise fee required by this Franchise.

SECTION 5. Records Inspection. CenturyLink shall make available to the City, upon reasonable advance written notice of no less than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as CenturyLink can reasonably make available. Subject to applicable laws, any information that is provided to the City or its agent and/or that the City or its agent reviews *in camera* is confidential and proprietary, shall require a commercially reasonable non-disclosure agreement before disclosure, and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the City shall be immediately returned to CenturyLink following review. The City and any City agent will not make copies of such information.

SECTION 6. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity. The City's use, however, shall not unreasonably interfere with CenturyLink's Facilities or the rights granted CenturyLink herein.

SECTION 7. City Regulatory Authority. The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable federal and state law. The City agrees, before passage, to promptly notify CenturyLink of any such changes potentially applicable to this Franchise.

SECTION 8. Indemnification. The City shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by CenturyLink of its Facilities. CenturyLink shall defend, indemnify and hold harmless the City, its agents, officers and employees from any and all claims, demands, and damages of any kind, including attorney's fees which may arise, from any negligent act or omissions of CenturyLink, its agents, officers or employees, in connection with the its operations pursuant to this Franchise. The City shall: (a) give prompt written notice to CenturyLink of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit CenturyLink to assume the defense of such claim, demand, or lien. CenturyLink shall not be subject to liability for any

settlement made without its consent. Notwithstanding the other provisions contained herein, CenturyLink shall in no event be required to indemnify the City for any claims, demands, or liens arising from the negligence or wrongful actions or inactions of the City, its officials, boards, commissions, agents, contractors, and/or employees. Notwithstanding any other term or condition of this Franchise, in no event shall either party be liable or responsible for any special, consequential or incidental damages arising hereunder.

SECTION 9. Insurance Requirements. CenturyLink will maintain in full force and effect for the Term of the Franchise, at CenturyLink's expense, a comprehensive liability insurance policy written by a company authorized to do business in the State of Oregon, protecting it against liability because of personal injury and property damage occasioned by the operation of the System by CenturyLink. Such insurance will be in an amount not less than \$1,000,000.00. CenturyLink will also maintain Worker's Compensation coverage throughout the Term of this Franchise as required by law. Evidence in the form of a certificate of insurance will be provided to the City upon request.

SECTION 10. Annexation. When any territory is approved for annexation to the City, the City shall within ten (10) business days provide by certified mail to CenturyLink: (a) each site address to be annexed as recorded on City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation.

SECTION 11. Plan, Design, Construction and Installation of CenturyLink's Facilities.

11.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

11.2 CenturyLink shall, prior to commencing new construction or major reconstruction work in Public Ways or other public places, apply for a permit from the City, which permit shall not be unreasonably withheld, conditioned, or delayed or materially alter any rights or obligations of this Franchise. CenturyLink will provide as-built route maps of new Facilities placed in the Public Ways pursuant to a permit issued by the City. CenturyLink will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, not otherwise in material conflict with the rights and obligations of this Franchise, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, CenturyLink shall not be obligated to obtain a permit to perform emergency repairs.

11.3 To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, not otherwise in material conflict with the rights and obligations of this Franchise.

11.4 If, during the course of work on its Facilities, CenturyLink causes damage to or alters the Public Way or other public property, CenturyLink shall replace and restore such Public Way or

public property at CenturyLink's expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.

11.5 CenturyLink shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground Facilities or replacing existing underground Facilities, each party shall first notify the other of such work and allow the other party, at its own expense, to share the trench for laying its own facilities therein, provided that such action will not unreasonably interfere with the first party's use of the trench or unreasonably delay project completion.

11.6 Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect CenturyLink's Facilities, the City shall give written notice to CenturyLink, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of CenturyLink's poles, wires, conduits, conductors, pipes, and appurtenances.

11.7 CenturyLink shall not attach to, or otherwise use or commit to use, any pole owned by the City until a separate pole attachment agreement has been executed by the parties.

SECTION 12. Relocation of Facilities.

12.1 Relocation for the City. CenturyLink shall, upon receipt of advance written notice of not less than thirty (30) days, protect, support, temporarily disconnect, relocate, or remove any CenturyLink property located in a Public Way when required by the City consistent with its police powers. CenturyLink shall be responsible for any costs to CenturyLink associated with these obligations to the same extent as other users of the respective Public Way. Any money and all rights to reimbursement from the State of Oregon or the federal government to which CenturyLink may be entitled for work done by CenturyLink pursuant to these obligations shall be the property of CenturyLink.

12.2 Relocation for a Third Party. CenturyLink shall, at the request of any person holding a lawful permit issued by the City, or on the City's request for a project benefitting a third party or third party utility, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, as applicable, any CenturyLink property, provided that the cost of such action is borne by the person, third party, or third party utility requesting it and CenturyLink is given reasonable advance written notice. In such situation, CenturyLink may also require advance payment. For purposes of this subsection, "reasonable advance written notice" shall mean no less than forty five (45) days for a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

12.3 Alternatives to Relocation. CenturyLink may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting Facilities in adjacent Public Ways. The City shall promptly evaluate such alternatives and advise CenturyLink in

writing if one or more of the alternatives are suitable. If requested by the City, CenturyLink shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by CenturyLink full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, CenturyLink shall relocate the Facilities as otherwise provided herein. Notwithstanding the foregoing, CenturyLink shall in all cases, including the end of the Term or any renewal term, have the right to abandon the Facilities.

SECTION 13. Vegetation Management. CenturyLink shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards.

SECTION 14. Revocation of Franchise for Noncompliance.

14.1 In the event that the City believes that CenturyLink has not complied with the terms of the Franchise, the City shall informally discuss the matter with CenturyLink. If these discussions do not lead to resolution of the problem, the City shall notify CenturyLink in writing of the exact nature of the alleged noncompliance.

14.2 CenturyLink shall have thirty (30) days from receipt of the written notice described in subsection 14.1 to either respond to the City, contesting the assertion of noncompliance, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed.

14.3 In the event that CenturyLink does not comply with subsection 14.2, above, the City shall schedule a public hearing to address the asserted noncompliance issue. The City shall provide CenturyLink at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

14.4 Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 14.3, determines that CenturyLink is noncompliant with this Ordinance, the City may:

- A. Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or other equitable relief; or
- C. In the case of substantial noncompliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 14.5.

14.5 Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall give written notice to CenturyLink. CenturyLink shall have ninety (90) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the Franchise at a public hearing. The City shall

cause to be served upon CenturyLink, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give CenturyLink an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. CenturyLink may appeal the City's determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such appeal must be taken within sixty (60) days of the issuance of the City's determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

14.6 Notwithstanding the foregoing provisions in this Section 14, CenturyLink does not waive any of its rights under applicable law.

SECTION 15. No Waiver of Rights. Neither the City nor CenturyLink shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

SECTION 16. Transfer of Franchise. CenturyLink's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without notice to the City, except when said sale, transfer, assignment, sharing of rights and obligations, or encumbrance is to an entity controlling, controlled by, or under common control with CenturyLink, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of CenturyLink in the Franchise or Facilities in order to secure indebtedness.

SECTION 17. Entire Agreement; Amendment. Amendments to the terms and conditions contained herein shall be mutually agreed upon by the City and CenturyLink and formally adopted by the City Council as an ordinance amendment. This Franchise and all attachments hereto constitute and represent the entire agreement and understanding between the parties hereto and replaces any previous agreement, understanding or negotiation between the parties with respect to the subject matter hereof.

SECTION 18. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or (b) upon receipt or refusal after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the Parties as set forth below:

The City:
City Administrator
6030 William R. Carr Ave.
Adair Village, OR 97330

CenturyLink:
Franchise Rights-of-Way Attorney
931 14th St., 9th Floor
Denver, Colorado 80202

With copy to:
CenturyLink
c/o NIS Contract Management
1025 Eldorado Blvd.
Broomfield CO. 80021

SECTION 19. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 20. Binding Agreement; Choice of Law. This Franchise shall be binding upon the heirs, successors, administrators and assigns of each of the parties. This Franchise shall be interpreted under the laws of the State of Oregon.

SECTION 21. Effective Date. Passed by the City Council and approved by the Mayor of the City of Adair Village the ____ day of _____, 2018 This ordinance shall become effective upon signature by the Mayor.

City of Adair Village, Oregon, _____

CITY OF ADAIR VILLAGE

MAYOR

CITY ADMINISTRATOR

Approved as to Form:

City Attorney

First Reading: August 7, 2018

Second Reading: By Title

City Recorder: _____