

ADAIR VILLAGE CITY COUNCIL-Final
City Hall - 6030 Wm. R Carr Av.
****Tuesday, September 4, 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 – August 7, 2018 (Attachment A)
- b. Bills List through – August 30, 2018 (Attachment B) – \$75,265.93

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 August 30, 2018 (Attachments G, G-1) Pat Hare

5. OLD BUSINESS:

- a) N/A
Action: N/A Pat Hare

6. NEW BUSINESS:

- a) Infrastructure Master Plans/SDC Update (Attachments H, H1,H2,H3) Matt Wadlington
Action: Discussion
- b) Founders Day (Attachment I) Pat Hare
Action: Discussion

7. ORDINANCES, RESOLUTIONS, AND PROCLAMATIONS:

- a) Ordinance 2018 # 01 Franchise Agreement (Attachment J) Pat Hare
Action: Second Reading/Decision
- b) Resolution 2018 # 04 911 District (Attachment K) Pat Hare/Sean Kidd
Action: Discussion/Decision

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, October 2, 2018 6:00 PM
Planning Commission- Monday, September 17, 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.

**ADAIR VILLAGE
CITY COUNCIL MINUTES
6030 William R. Carr Avenue
****Tuesday, August 7, 2018 – 6:00 PM******

Agenda Item	Action
<p>1. Roll Call: City Council Members present: Councilors Real, Rowe, King and Mayor Currier were present. CA (City Administrator) Hare was present. Minutes were taken by Utility Clerk Kathy Edmaiston. Councilor Ray was absent.</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 26, 2018 City Council Meeting. Bills List through August 2, 2018, (\$81,900.77 total).</p>	<p>Councilor King moved to approve the Consent Calendar as presented. Councilor Rowe seconded. Unanimous Approval (4-0).</p>
<p>3. Public Comment (Agenda Item 3). None.</p>	
<p>4. Attachment C – Community Services Officer (Agenda Item 4a). Jerry Jackson, CSO, presented the report.</p>	<p>Council received the report.</p>
<p>5. Attachment D – Public Works (Agenda Item 4b). CA Hare presented the report.</p>	<p>Council received the report.</p>
<p>6. 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 youth program had its first round of camps last month and it went well. • Barracks – Quotes have started to be received for the work to be done. • Elections – The signature sheets will be turned in this week. Confirmation of signatures should be back by the end of the week or early next week. <p>Property/Businesses</p> <ul style="list-style-type: none"> • ServPro – They have their temporary occupancy. They have installed screening between the residential area to the east and 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. <p>Major Projects/Engineering</p> <ul style="list-style-type: none"> • Water Plant – The painting of the pipers and inside are scheduled for the 20th of this month. The STATA work will begin shortly after the painting is completed. 	<p>Council received the report.</p>

<ul style="list-style-type: none"> • Calloway Creek – They have the sewer lines in and have separated lots. The next step will be to begin the water system • William R. Carr Subdivision – Brian Donne sent out request for proposals (RFPs) and got only one response. He will send out another RFP in the winter for work to begin in the spring. • SCS Property – CA Hare will be meeting with a developer 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. Our engineers are preparing scopes of work for the studies that need to be done. 	
<p>7. Attachment F – Sheriff’s Report (Agenda Item 4d). CA Hare presented the report.</p>	<p>Council received the report.</p>
<p>8. Attachment G – Financial Report (Agenda Item 4e). No report this month. This is the year end and we are getting ready for the audit.</p>	<p>Council received the report.</p>
<p>9. 911 District (Agenda Item 5a). This will be brought back to Council next month.</p>	<p>Council discussed the matter.</p>
<p>10. Attachment J – Ordinance 2018 - 01 – Franchise Agreement (Agenda Item 7a). CA Hare read on the record the Charter section pertaining to Ordinances.</p> <p>Mayor Currier read Title of Ordinance 2018 - 01</p>	<p>Councilor King moved to have this be the first reading, with corrections, of Ordinance 2018 - 01. Councilor Rowe seconded. Unanimous Approval (4-0).</p>
<p>11. Attachment I – Corvallis Society of Model Engineers (CSME) (Agenda Item 6b). CA Hare presented the Council with the Relocation Agreement between CSME and the City of Adair Village.</p>	<p>Council discussed the matter.</p>
<p>12. Attachments H, HI – Century Link/ODFW (Agenda Item 6a). CA Hare informed the Council that Century Link wants to run fiber to ODFW and provided documentation from Century Link regarding this matter.</p> <p>Ca Hare will inform Century Link that they should submit a Conditional Use Application to the Planning Commission.</p>	<p>Council discussed this matter.</p>
<p>13. Council and Mayor Comments (Agenda Item 8):</p> <ul style="list-style-type: none"> • Councilor Real – Said she has been approached two times with complaints about Jim Jones. • Mayor Currier – Regarding Emergency Preparedness, how will service commence if there are no communications or vehicles? Would like to see the plan modified. 	

<ul style="list-style-type: none"> • Councilor King – None. • Councilor Rowe – None. • Councilor Ray – None. 	
<p>17 Adjournment: Next meeting- Council meeting on Tuesday, September 4, 2018 at 6:00 PM.</p>	<p>Mayor adjourned the meeting at 8:15 PM.</p>

Mayor's Approval

Date

City of Adair Village
Unpaid Bills Detail
As of August 9, 2018

	Type	Date	Num	Due Date	Aging	Open Balan...
22460	AI's Sweeping Service					
	Bill	8/7/2018	7318	8/17/2018		750.00
	Total AI's Sweeping Service					750.00
22461	American Business Software, Inc					
	Bill	8/7/2018	132388	8/17/2018		60.60
	Total American Business Software, Inc					60.60
22462	CIS TRUST					
	Bill	8/7/2018	Augu...	8/17/2018		5,656.16
	Bill	8/7/2018	Prope...	8/17/2018		1,939.24
	Total CIS TRUST					7,595.40
22463	Civil West Engineering Services, Inc					
	Bill	8/7/2018	1001-...	8/17/2018		2,252.90
	Total Civil West Engineering Services, Inc					2,252.90
22464	Edge Analytical Laboratories					
	Bill	8/7/2018	18-27...	8/17/2018		29.70
	Bill	8/7/2018	18-28...	8/17/2018		37.80
	Total Edge Analytical Laboratories					67.50
22465	NW Natural					
	Bill	8/7/2018	7/30/18	8/17/2018		16.86
	Bill	8/7/2018	7/30/18	8/17/2018		166.64
	Total NW Natural					183.50
22466	Republic Services #452					
	Bill	8/7/2018	0452-...	8/17/2018		67.90
	Bill	8/7/2018	0452-...	8/17/2018		73.60
	Bill	8/7/2018	0452-...	8/20/2018		191.03
	Total Republic Services #452					332.53
22467	Ultrex					
	Bill	8/7/2018	INV6...	8/17/2018		465.00
	Bill	8/7/2018	INV6...	8/17/2018		573.64
	Total Ultrex					1,038.64
TOTAL						12,281.07

[Handwritten signature]
8/9/18

City of Adair Village
Unpaid Bills Detail
As of August 13, 2018

Type	Date	Num	Due Date	Aging	Open Balan...
22409 Auto Zone Bill	8/13/2018	8/3/18	9/3/2018		36.56
Total Auto Zone					36.56
22470 HealthEquity Bill	8/13/2018	HSA ...	8/23/2018		6,800.00
Total HealthEquity					6,800.00
22471 Simply Payroll Bill	8/13/2018	15200	8/23/2018		93.80
Total Simply Payroll					93.80
TOTAL					6,930.36

[Handwritten Signature]
8/13/18

City of Adair Village
Unpaid Bills Detail
As of August 21, 2018

	Type	Date	Num	Due Date	Aging	Open Balan...
22472	Best Pots Inc ✓ Bill	8/21/2018	Inv# ...	8/31/2018		156.50
	Total Best Pots Inc					156.50
22473	Brittany Kennedy ✓ Bill	8/20/2018	Augu...	8/30/2018		993.29
	Total Brittany Kennedy					993.29
22474	Cascade Columbia Distribution ✓ Bill	8/21/2018	Inv # ...	10/20/2018		2,301.75
	Total Cascade Columbia Distribution					2,301.75
22475	Century Link ✓ Bill	8/20/2018	541-7...	8/30/2018		79.63
	Total Century Link					79.63
22476	CIS TRUST ✓ Bill	8/21/2018	Aug 2...	8/31/2018		19,392.40
	Total CIS TRUST					19,392.40
22477	Comcast ✓ Bill	8/20/2018	8/18-...	8/30/2018		102.85
	Total Comcast					102.85
22478	Cornerstone Janitorial ✓ Bill	8/21/2018	Inv # ...	8/31/2018		261.46
	Total Cornerstone Janitorial					261.46
22479	De Lage Landen Financial Services, Inc. ✓ Bill	8/21/2018	Inv# 6...	8/31/2018		131.00
	Total De Lage Landen Financial Services, Inc.					131.00
22480	E.D. Hughes ✓ Bill	8/20/2018	Inv# 1...	8/30/2018		3,988.37
	Total E.D. Hughes					3,988.37
22481	Ferguson Enterprises ✓ Bill	8/21/2018	Inv #0...	8/31/2018		97.47
	Total Ferguson Enterprises					97.47
22482	Oregon Government Ethics Commission ✓ Bill	8/20/2018	Inv# ...	8/30/2018		475.12
	Total Oregon Government Ethics Commission					475.12
22483	Pacific Power/PacificCorp ✓ Bill	8/20/2018	07/29...	8/30/2018		2,958.42
	Total Pacific Power/PacificCorp					2,958.42
22484	Sherwin-Williams ✓ Bill	8/20/2018	Inv # ...	8/30/2018		595.74
	Total Sherwin-Williams					595.74
22485	Staples Credit Plan ✓ Bill	8/21/2018	augus...	8/31/2018		107.53
	Total Staples Credit Plan					107.53
22486	University Motor Pool ✓ Bill	8/20/2018	0903...	8/30/2018		240.50
	Total University Motor Pool					240.50
22487	Verizon ✓ Bill	8/20/2018	Inv# 9...	8/30/2018		224.88
	Total Verizon					224.88
	TOTAL					32,106.91

Select Checks to Print

and Account: 1001 - City Checking

First Check Number: 22488

Order Checks

Select Checks to print, then click OK

\$ 23,947.59

There are 8 Checks to print for \$23,947.59.

Date	Payee	Amount	OK	Cancel	Help	Select All	Select None
08/29/2018	BILLMAY FORTIFIED	2,233.93	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
08/29/2018	Century Link	84.67	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
08/29/2018	CIS TRUST	5,656.16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
08/29/2018	Consumer's Power Inc.	2,880.97	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
08/29/2018	Dryans Construction Co	2,350.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
08/29/2018	Edge Analytical Laborato...	75.59	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
08/29/2018	Madira & Company, LLP	4,200.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
08/29/2018	Oregon State University	8,495.46	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Handwritten notes: "OK" and "Total 23,947.59"

Large handwritten text: "TOTAL 23,947.59"



Willamette Valley Processors, LLC

End of Month

7/28/18 through 8/27/18

CSO	Jerry Jackson
Hours Worked:	88 Hrs.
Complaint Total:	Monthly Case Load Citizen Complaints 43 Self-Initiated 4 Total Calls 47
Cases	47 new cases, 46 closed 1 open

A18-109	7/30/18	RV Parked over 4 days – Tow Warning Issued	5000 Block Willamette
A18-110	7/30/18	Dog at large	Kiddie Park/No Tags
A18-111	7/30/18	Tall Grass – Left copy of Ordinance	5221 Laurel
A18-112	7/30/18	Tall Grass – Left copy of Ordinance	5223 Laurel
A18-113	7/30/18	Tall Grass – Left copy of Ordinance	167 Azalea
A18-114	7/30/18	Tall Grass – Left copy of Ordinance	168 Azalea
A18-115	7/30/18	Theft of Service – reported to BCSO	Kiddie Park
A18-116	8/1/18	Found bicycle in ivy – reported to BCSO	Kiddie Park
A18-117	8/3/18	Rooster Complaint – Rooster sitting	6325 William R. Carr
A18-118	8/7/18	Solid Waste/Parking Pad violation	5224 Laurel
A18-119	8/7/18	Tall Grass – Warning Notice	5221 Laurel
A18-120	8/7/18	Tall Grass – Warning Notice	5223 Laurel
A18-121	8/7/18	Tall Grass – Warning Notice	134 Columbia
A18-122	8/7/18	Tall Grass – Left Card	215 Azalea
A18-123	8/7/18	Tall Grass – Warning Notice	230 Azalea
A18-124	8/7/18	Tall Grass – Warning Notice	232 Azalea

A18-125	8/7/18	Tall Grass – Warning Notice	234 Azalea
A18-126	8/7/18	Tall Grass – Warning Notice	253 Azalea
A18-127	8/7/18	Tall Grass – Warning Notice	206 Cedar
A18-128	8/7/18	Tall Grass – Warning Notice	168 Azalea
A18-129	8/7/18	Tall Grass – Warning Notice	170 Azalea
A18-130	8/7/18	Tall Grass – Warning Notice	167 Azalea
A18-131	8/7/18	Tall Grass – Warning Notice	113 Columbia
A18-132	8/8/18	Tall Grass – Left Card	3130 Willamette
A18-133	8/8/18	Tall Grass – Left Card	3100 Willamette
A18-134	8/9/18	Aggressive Dog at large – Complaint	8477 Barberry
A18-135	8/10/18	Tall Grass – Formal Warning	134 Columbia
A18-136	8/10/18	Tall Grass – Formal Warning	204 Cedar
A18-137	8/10/18	Tall Grass – Formal Warning	206 Cedar
A18-138	8/10/18	Tall Grass – Formal Warning	168 Azalea
A18-139	8/10/18	Tall Grass – Formal Warning	167 Azalea
A18-140	8/10/18	Tall Grass – Formal Warning	170 Azalea
A18-141	8/10/18	Tall Grass – Formal Warning	172 Azalea
A18-142	8/10/18	Tall Grass – Formal Warning	324 Carmen
A18-143	8/10/18	Tall Grass – Formal Warning	5171 Willamette
A18-144	8/12/18	Tall Grass – Assisted Mowing	121 Columbia
A18-145	8/17/18	Dog at large – Neighbor took dog in	6045 William R. Carr
A18-146	8/21/18	Prohibited Parking – Tow Warning	128 Columbia
A18-147	8/21/18	Prohibited Parking – Tow Warning	132 Columbia
A18-148	8/22/18	Prohibited Parking – Verbal Warning	260 Azalea
A18-149	8/24/18	Vehicle drove over sign – reported	Purple Vetch
A18-150	8/23/18	Dog at large, scoop complaint – investigating	Kiddie Park
A18-151	8/24/18	Parked on grass – Verbal Warning	3136 Willamette
A18-152	8/24/18	Parked on grass – Warning Notice	3132 Willamette
A18-153	8/24/18	Vandalism – Handle broken off Porta Potty	Kiddie Park

A18-154	8/27/18	Dog at large - Investigating	5228 Azalea
A18-155	8/27/18	Theft of Services - 124 Columbia Street Verbal Warning Given	Kiddie Park

Parking Report Total

Wrong Way Driving 0

On yellow curb 0

Prohibited Parking 7

Grass/Vegetation Warnings - 28

Animal Control Total

Noise 1

Animal at large 4

Livestock Violations 1

Citizen Assist Total 1

Trash Container - Continuously

Solid Waste/Littering 0

Information/Paperwork/Letters 30

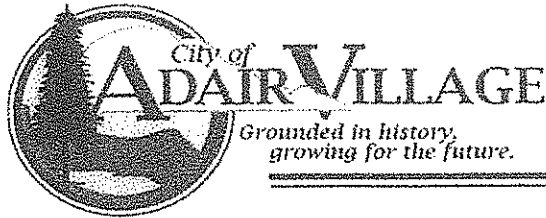
Vacation assist/ 0

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

Parking: One vehicle pending tow on 8/31/18

City Assist:

- Emergency Management - Submitted application for Train-the-trainer school for CERT (Emmitsburg, Md.
- Training - Continued Education for CERT monthly with LBCC Team
- ICS-400 Training scheduled for November



6030 William R. Carr Av.
Adair Village, OR 97330
541-745-5507
Fax: 541-230-5219

CODE COMPLIANCE OFFICER INCIDENT REPORT

REPORT BY: Jerry J. Jackson

DATE OF REPORT: 07/31/18

TITLE /ROLE: Code Compliance Officer

INCIDENT NO.: A18-115

INCIDENT INFORMATION

INCIDENT TYPE: Theft of Services DATE OF INCIDENT: 07/31/18

LOCATION: City of Adair Village – Kiddie Park between Laurel & Columbia

SPECIFIC AREA OF LOCATION: Garbage cans next to shelter

INCIDENT DESCRIPTION

7/30/18 – Received information from Kathy Edmaiston, Adair Village Office Staff advising Linda Carpenter who lives at 241 NE Azalea found a large bag of trash in the park garbage can belonging to a private citizen. Linda had gone through the bag taking out cans.

7/31/18 – Followed up on complaint finding an unopened bag in the garbage can taking up half of the can storage. I opened the bag searching for any mail or related evidence showing ownership of the garbage. I took pictures of the bag and two pieces of mail.

7/31/18 – Reported the crime to dispatch

NAME/ROLE/CONTACT OF PARTIES INVOLVED

1. Marcus Leblanc, 124 NE Columbia Ave, Adair Village – Name on item in trash bag
2. Thomas Randolph, 124 NE Columbia Ave – Name on item in trash bag

3. Jerry Jackson, Community Service Officer 541 250-9654

NAME/ROLE/CONTACT OF WITNESSES

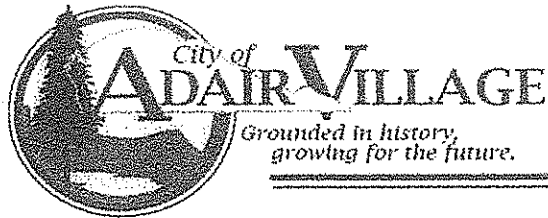
1. Linda Carpenter – 241 NE Azalea
2. Kathy Edmaiston – City Hall

BENTON COUNTY SHERIFF'S OFFICE - FILE NUMBER:

REPORTING DEPUTY: NA

FOLLOW UP ACTION

Contacted Dispatch: Reported to dispatch 7/31/18



6030 William R. Carr Av.
Adair Village, OR 97330
541-745-5507
Fax: 541-230-5219

CODE COMPLIANCE OFFICER INCIDENT REPORT

REPORT BY: Jerry J. Jackson

DATE OF REPORT: 08/01/2018

TITLE /ROLE: Code Compliance Officer

INCIDENT NO.: A18-116

INCIDENT INFORMATION

INCIDENT TYPE: Dumped Bicycle

DATE OF INCIDENT: 08/01/2018

LOCATION: City of Adair Village – Kiddie Park between Laurel & Columbia

SPECIFIC AREA OF LOCATION: In the ivy entrance of park on Laurel side next to shelter

INCIDENT DESCRIPTION

8/1/18 – Found a bicycle in pieces in the ivy along the entrance of the Kiddie Park on the Laurel side. Two front tires next to the bike were not attached to the bicycle. Took picture and haul the bike to Public Works for storage.

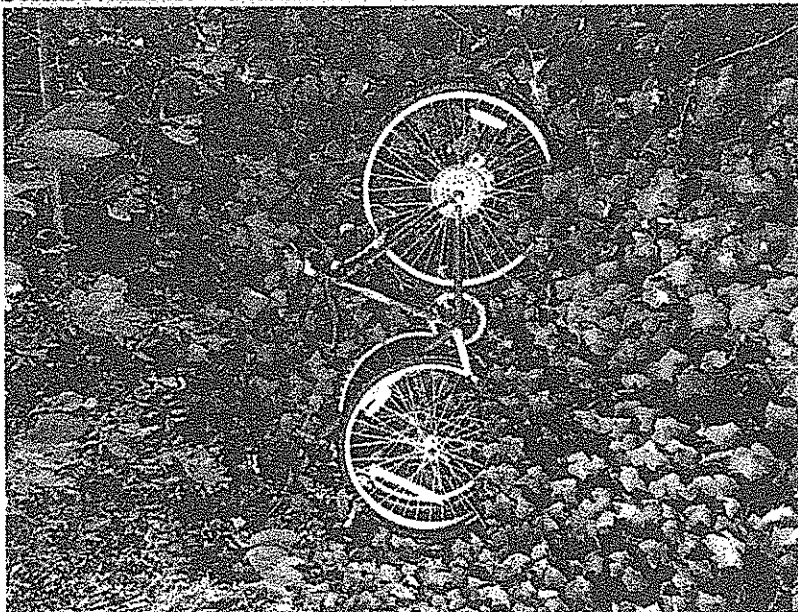
Blue

Vector

Crmo

Haro

Serial Number: V1 L9B1195



NAME/ROLE/CONTACT OF PARTIES INVOLVED

1. Jerry Jackson, Community Service Officer 541 250-9654

NAME/ROLE/CONTACT OF WITNESSES

- 1.

BENTON COUNTY SHERIFF'S OFFICE - FILE NUMBER:

REPORTING DEPUTY:

FOLLOW UP ACTION

Faxed report to BCSO

Send Result Report



MFP

CS 3550ci

Firmware Version 2LC_2F00.012.101 2017.07.21

08/01/2018 11:02
[2LC_1000.010.001] [2K9_1100.002.001] [2LC_7000.010.003]

Job No.: 006936

Total Time: 0°00'18"

Page: 002

Complete

Document: doc00693620180801110141



6030 William R. Carr Av.
Adair Village, OR 97330
541-745-5507
Fax: 541-230-5219

CODE COMPLIANCE OFFICER INCIDENT REPORT

REPORT BY: Jerry J. Jackson

DATE OF REPORT: 08/01/2018

TITLE /ROLE: Code Compliance Officer

INCIDENT NO.: A18-116

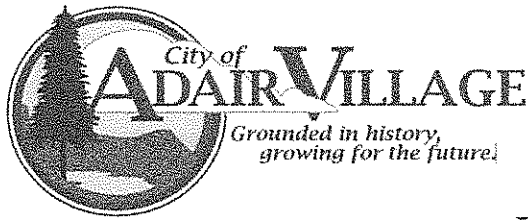
INCIDENT INFORMATION

INCIDENT TYPE: Dumped Bicycle

DATE OF INCIDENT: 08/01/2018

LOCATION: City of Adair Village – Kiddie Park between Laurel & Columbia

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECH
001	08/01/18 11:02	915417666893	0°00'18"	FAX	OK	200x100 Normal/On



**PUBLIC WORKS
OPERATIONS AND MAINTENANCE REPORT**

PERIOD: 7/20/2017 TO 8/20/2018

WATER USE / DISTRIBUTION REPORT

WATER USE REPORT

Water Produced: 10,122,178 Million Gallons

Average Usage per Day 330k

Water Loss:

WATER DISTRIBUTION REPORT

Maintenance Activity: Water demand remains very high with the hot and dry weather. Five leaks were found and fixed in the last month. The following is a list of locations. Northline to Camp Adair road, mainline from plant to tanks, Rondo road, Johns Place and Willamette. Staff continues to participate in the State mandatory testing for algae toxins on our raw water. Four samples in the past 8 weeks have been taken with zero detection of toxins. The sampling will continue till the end of October.

Collected Monthly, Bacterial Sample: Results were clean.

Collected quarterly, third quarter samples have been taken.

WASTEWATER TREATMENT REPORT

Flows into the WWTP continue to be stable. Staff continue to do daily and seasonal maintenance.

Total Monthly Influent: 1.7 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. Spraying continues for weeds. Staff is still working on curb painting we are about 60% finished and still plan to have all curbs painted by fall.

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. Staff has been assisting in prepping for painters to paint pipping and lab. Painters should be finished by September 3rd with all painting.

WASTEWATER TREATMENT PLANT

Maintenance Activity: The wastewater treatment plant is in good shape. Solids have been moved and stored to dry.

Completed by Matt Lydon, Public Works Supervisor



PUBLIC WORKS
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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.

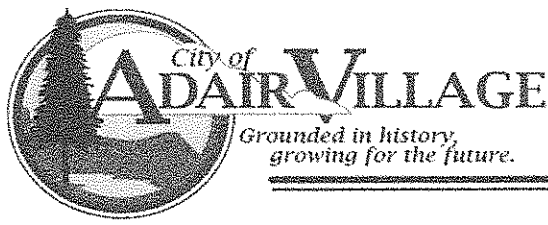
WATER TREATMENT PLANT

Maintenance Activity: Demand continues to increase significantly. Staff has been assisting in prepping for painters to paint pipping and lab. Painters should be finished by September 3rd with all painting.

WASTEWATER TREATMENT PLANT

Maintenance Activity: The wastewater treatment plant is in good shape. Solids have been moved and stored to dry.

Completed by Matt Lydon, Public Works Supervisor



CITY ADMINISTRATOR'S REPORT September 4, 2018 Council Meeting

Administration

- **Youth Program** – Brittany Kennedy has put in her notice of resignation, we will not be doing any youth program activities through the winter. The summer lunch program went well averaging twenty or more kids per day.
- **Barracks** – Work has begun on the barracks as we were able to receive some reasonable quotes. Right now framing of the interior walls and cut outs for the doors has been completed.
- **Elections** – Everyone's signatures came back and you are all verified and ready for the November election.
- **Admin/Finance Position** – We interviewed last week and are hoping to have someone start by the beginning of next week.

Property/Businesses

- **Farm Foods** – I met with Jim Jones and discussed some of the ongoing issues with him and made it clear that if they continue the City will look at other options. There have been a couple issues with parking that the City is trying to help out with.
- **Parks Property** – I'm working with Sean to prepare an application with for getting the property out of parks and perpetuity.

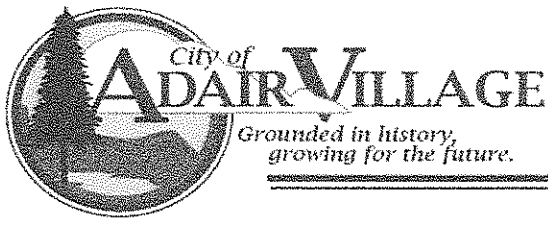
Major Projects/Engineering

- **Water Plant** – The painting will be complete as of the 4th and they will begin to install the STATA system.
- **Calloway Creek** – They have begun to hook up essential infrastructure and they are hoping to begin paving this month. They have requested to put foundations in and build two show homes before their infrastructure is all in.
- **William R. Carr Subdivision** – Brian Donne called this last week and informed me his quotes will go out in January. They are hoping to begin by March.
- **SCS Property** – Tim Groom is the developer for the SCS property and they are proposing 300 to 350 homes. They will be submitting their application this winter with hopes of beginning early spring.

ADAIR VILLAGE PATROL
 July 25, 2018 - August 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		
7/25/2018	2828	1.0	grave	Dronngesen	1						One contact and one call from 1900-1915 and 2000-2045
7/25/2018	2813	1.0	grave	Blaser	1	1					Deputy issued a warning for fail to drive within 1 lane from 2300-0000
7/25/2018	2814	2.5	swing	Konzeiman	0						Deputy patrolled streets, foot patrol at SCS, used radar (no speeders)
7/25/2018	2825	1.0	day	Geng	3						OD&W reported a man harassed them while conducting a kids' day camp with archery at the park, determined safe, documentation only
7/26/2018	2834	0.5	day	Botloff	0						patrolled city streets and stationary patrol
7/26/2018	2832	1.5	grave	Ball	0						0410-0540 patrolled school and 99W
7/26/2018	2832	1.0	grave	Dean	0						patrolled city streets, park, 99W, and SCS from 1700-1800
7/28/2018	2878	1.0	swing	Williams	2						2 citizen contacts responding to 2 calls for fireworks complaints from 2200-2300
7/28/2018	2857	1.0	grave	Blaser	1	1	1				patrolled from 2300-0030, warning for speed, instruction permit violation
7/28/2018	2859	1.0	grave	Dean	1						patrolled streets, park, SCS, and local residents. Stopped one vehicle at Arboretum/hwy 99W
7/31/2018	2904	1.0	day	Dean	2						theft reported by Jerry Jackson, trash being placed in city bins, suspect no longer lives at address found on envelopes in trash
8/6/2018	2998	1.0	grave	Moody	0		1				One warning, 2337-0037
7/29/2018	2880	1.0	swing	Seirup	0						patrolled neighborhoods, businesses, school, park, and attempted to locate source of aerial fireworks after call for service.
7/30/2018	2883	1.0	day	Halahuni	0						patrolled 1000-1100, no activity
7/30/2018	2889	2.0	grave	Lundy	0						patrolled streets, park, and school from 2345-0145, no activity
8/1/2018	2915	0.5	day	Dean	1						responded to a theft call, 2018B02904, patrolled residences and city hall
8/1/2018	2918	1.0	day	Geng	0						patrolled from 0840-0940, no activity
8/1/2018	2925	1.0	grave	Peterson	0						patrolled from 2200-2300, no activity
8/2/2018	2926	2.0	grave	Hardison	1	1					patrolled from 0450-0648, one traffic warning given for speed
8/3/2018	2937	1.0	grave	Ball	0						Hwy 99W speed enforcement, patrolled park, housing, and school
8/3/2018	2950	1.0	day	Bowers	0						Patrolled from 1600-1700, no activity, no calls for service
8/4/2018	2959	1.0	swing	D. Iverson	0						no activity from 2230-2340
8/5/2018	2977	1.0	day	Geng	0						patrolled from 0900-1000, no contacts
8/5/2018	2974	1.5	grave	Dronngesen	2						2 citizen contact from 0430-0600
8/6/2018	2984	2.0	day	Newark	5		2				search warrant for a home on William Carr, two parents and 3 children, parents arrested for PCS Meth and endangering children
8/6/2018	2987	1.0	day	Halahuni	1						one contact from 0900-1000
8/6/2018	2997	2.0	grave	Lundy	2						two contacts for disabled vehicle from 21300-2300, patrolled city streets, park, and school
8/6/2018	2987	1.0	day	Halahuni	1						one contact from 0900-1000
8/9/2018	3049	2.5	swing	Blaser	0						deployed K9 during search warrant, no indicators observed
8/9/2018	3044	3.0	day	Dean	0						assisted with a search warrant on William Carr Street
8/10/2018	3050	1.0	grave	Ball	1						patrolled Hwy 99W, park areas, housing, and school from 0045-0145
8/10/2018	3051	1.0	grave	Dronngesen	0						patrolled from 0445-0550, no activity
8/10/2018	3054	1.0	day	O'Neill	2						patrolled from 0445-0550, no activity
8/12/2018	3075	0.5	day	Botloff	1	1					Dog at large call, O'Neill responded to citizens being charged by 2 loose dogs, given warning and a deadline to license 1 of the dogs
8/12/2018	3073	1.5	day	Fontaine	1	1					stopped one vehicle for speed, warning issued
8/12/2018	3072	1.0	day	Geng	0						patrolled from 1250-1420, issued one speed citation for 75/55
8/13/2018	3088	1.0	day	Geng	2						patrolled from 0830-0930, no activity
8/13/2018	3091	1.0	day	Fontaine	3						responded to a medical welfare check
8/13/2018	3089	1.5	day	Geng	2						3 citizen contacts from 1300-1330 and 1400-1430, no citations
8/13/2018	3094	1.0	grave	Williams	0						2 calls for service between 1230-1400, welfare check on Barbary Dr, no traffic stops
8/13/2018	3083	1.0	grave	Ball	1						Patrolled parks and streets from 2100-2200
8/13/2018	3082	1.5	grave	Weikel	0						one stop, no cite while patrolling 99W, park, and school
8/14/2018	3111	0.5	day	Fontaine	3						no activity from 0100-0230 while patrolling streets, park, school, ans business areas
											3 contacts made while doing routine patrol, no citations



STAFF REPORT
Attachment G – Financial Report
 September 04, 2018 Council Meeting

Totals - Income shown for Fiscal Year 2019 is \$210,164.55. (7.83% of budget) and Expenses are \$182,882.78 (6.8% of budget), which shows a Net Income of \$27,281.77 for all funds.

Category	Expenses	Percent of Budget
• Personal Services	70,761.22	16.44
• Materials & Services	95,241.55	17.91
• Capital Outlay	0.00	0.00
• Debt Service	16,880.00	8.09

Totals by Fund – Income and Expenses for each Fund (Reserve and System Development Charges funds are not included, because they are basically in stasis with no expenses) are shown below.

Fund	Income	Expenses	Difference
• General	39,786.71	47,131.29	-7,344.58
• Storm Drain	3,646.19	3,731.81	-85.62
• Streets	5,239.97	11,384.00	-6,144.03
• Wastewater	37,329.67	50,000.61	-12,670.94
• Water	124,162.01	70,635.07	53,526.94
• TOTAL	\$210,164.55	\$182,882.78	\$27,281.77

We have approximately **\$1,188,830.12** in the Local Government Investment Pool (LGIP). Last month we had **\$1,180,893.74**. Last year on 8/31/17 we had **\$781,424.76**.

TOTAL

Total General Fund

	Jul '18 - Jun '19	Budget	\$ Over Budget	% of Budget	Jul '18 - Jun '19	Budget	\$ Over Budget	% of Budget
Income								
4001 - Property Taxes--Current	0.00	118,000.00	-118,000.00	0.0%	0.00	118,000.00	-118,000.00	0.0%
4002 - Property Taxes - Prior Year	0.00	1,700.00	-1,700.00	0.0%	0.00	1,700.00	-1,700.00	0.0%
Total 4010 - Government Sources	6,110.56	317,500.00	-311,389.44	1.93%	870.59	25,800.00	-24,929.41	3.37%
Total 4020 - Rental Income	15,673.27	109,020.00	-93,346.73	14.38%	15,673.27	109,020.00	-93,346.73	14.38%
Total 4030 - Fees	166,257.87	876,196.00	-709,938.13	18.98%	17,802.94	15,000.00	-13,880.00	7.47%
Total 4050 - Other Income	17,802.94	58,100.00	-40,297.06	30.64%	17,802.94	55,200.00	-37,397.06	32.25%
4060 - Interest	4,319.91	7,500.00	-3,180.09	57.6%	4,319.91	7,500.00	-3,180.09	57.6%
Total 4080 - Transfers In	0.00	39,999.00	-39,999.00	0.0%	0.00	0.00	0.00	0.0%
4090 - Beginning Fund Balance	0.00	1,154,975.00	-1,154,975.00	0.0%	0.00	275,000.00	-275,000.00	0.0%
Total Income	210,164.55	2,682,790.00	-2,472,625.45	7.83%	39,786.71	607,220.00	-567,433.29	6.55%
	210,164.55	2,682,790.00	-2,472,625.45	7.83%	39,786.71	607,220.00	-567,433.29	6.55%
Expense								
5000 - Personal Services								
5010 - City Administrator	15,434.00	96,399.00	-80,965.00	16.01%	5,401.90	33,740.00	-28,338.10	16.01%
5016 - Utility/Court Clerk	5,615.52	36,080.00	-30,264.48	16.12%	1,163.10	7,216.00	-6,052.90	16.12%
5018 - Finance Clerk	3,332.07	17,812.00	-14,479.93	18.71%	499.81	2,672.00	-2,172.19	18.71%
5025 - Summer Program Coordinator	1,731.16	12,966.00	-11,234.84	13.35%	1,731.16	12,966.00	-11,234.84	13.35%
5050 - Public Works Supervisor	7,933.13	53,605.00	-45,671.87	14.8%	0.00	0.00	0.00	0.0%
5052 - Utility Worker III	0.00	38,494.00	-38,494.00	0.0%	0.00	0.00	0.00	0.0%
5054 - Utility Worker II	5,541.84	0.00	5,541.84	100.0%	0.00	0.00	0.00	0.0%
5058 - Utility Worker I	1,300.00	0.00	1,300.00	100.0%	390.00	0.00	390.00	100.0%
5081 - Employee Health Ins Benefits	18,103.93	86,940.00	-68,836.07	20.82%	2,534.55	12,801.00	-10,266.45	20.11%
5082 - Retirement Benefits	7,603.23	52,634.00	-45,230.77	14.39%	1,748.74	11,709.00	-9,960.26	14.94%
5085 - Employment Taxes	3,966.35	35,290.00	-31,323.65	11.24%	912.27	7,821.00	-6,908.73	11.65%
Total 5000 - Personal Services	70,791.23	430,420.00	-359,628.77	16.44%	14,381.53	88,725.00	-74,343.47	16.21%
Total 5100 - Material & Services	95,241.55	531,773.00	-436,531.45	17.91%	30,398.78	233,623.00	-203,224.24	13.01%
Total 5300 - Capital Outlay	0.00	300,000.00	-300,000.00	0.0%	0.00	100,000.00	-100,000.00	0.0%
Total 5400 - Debt Service	16,990.00	208,724.00	-191,844.00	8.09%	2,350.00	22,254.00	-19,904.00	10.56%
5700 - Contingency	0.00	56,600.00	-56,600.00	0.0%	0.00	46,000.00	-46,000.00	0.0%
7777 - Reserve for Future Expenditure	0.00	-1,115,272.00	-1,115,272.00	0.0%	0.00	99,261.00	-99,261.00	0.0%
Total Expense	182,882.78	2,682,790.00	-2,499,907.22	6.82%	47,131.29	607,220.00	-560,088.71	7.76%
	27,281.77	0.00	27,281.77	100.0%	-7,344.58	0.00	-7,344.58	100.0%

	Storm Drain Fund				Street Fund			
	Jul '18 - Jun '19	Budget	\$ Over Budget	% of Budget	Jul '18 - Jun '19	Budget	\$ Over Budget	% of Budget
Income								
4001 - Property Taxes-Current	0.00				0.00			
4002 - Property Taxes - Prior Year	0.00				0.00			
Total 4010 - Government Sources	0.00				5,239.97	61,500.00	-56,260.03	8.52%
Total 4020 - Rental Income	0.00				0.00			
Total 4030 - Fees	3,646.19	21,900.00	-18,253.81	16.65%	0.00			
Total 4050 - Other Income	0.00	200.00	-200.00	0.0%	0.00	200.00	-200.00	0.0%
4060 - Interest	0.00				0.00			
Total 4080 - Transfers In	0.00				0.00			
4090 - Beginning Fund Balance	0.00	11,000.00	-11,000.00	0.0%	0.00	60,200.00	-60,200.00	0.0%
Total Income	<u>3,646.19</u>	<u>33,100.00</u>	<u>-29,453.81</u>	<u>11.02%</u>	<u>5,239.97</u>	<u>121,900.00</u>	<u>-116,660.03</u>	<u>4.3%</u>
	3,646.19	33,100.00	-29,453.81	11.02%	5,239.97	121,900.00	-116,660.03	4.3%
Expense								
5000 - Personal Services								
5010 - City Administrator	769.20	4,819.00	-4,049.80	15.98%	774.20	4,820.00	-4,045.80	16.06%
5016 - Utility/Court Clerk	290.78	1,804.00	-1,513.22	16.12%	0.00			
5018 - Finance Clerk	166.61	891.00	-724.39	18.7%	166.61	891.00	-724.39	18.7%
5025 - Summer Program Coordinator	0.00				0.00			
5050 - Public Works Supervisor	396.66	2,690.00	-2,293.34	14.8%	793.31	5,361.00	-4,567.69	14.8%
5052 - Utility Worker III	0.00	1,925.00	-1,925.00	0.0%	0.00	3,849.00	-3,849.00	0.0%
5054 - Utility Worker II	277.09				554.19			
5058 - Utility Worker I	65.00				65.00			
5081 - Employee Health Ins Benefits	905.20	4,347.00	-3,441.80	20.82%	1,086.24	5,389.00	-4,302.76	20.16%
5082 - Retirement Benefits	380.15	2,508.00	-2,127.85	15.16%	456.19	3,087.00	-2,630.81	14.78%
5095 - Employment Taxes	198.31	1,675.00	-1,476.69	11.84%	237.99	2,062.00	-1,824.01	11.54%
Total 5000 - Personal Services	<u>3,449.00</u>	<u>20,649.00</u>	<u>-17,200.00</u>	<u>16.7%</u>	<u>4,133.73</u>	<u>25,459.00</u>	<u>-21,325.27</u>	<u>16.24%</u>
Total 5100 - Material & Services	282.81	6,500.00	-6,217.19	4.35%	7,250.27	20,250.00	-12,999.73	35.8%
Total 5300 - Capital Outlay	0.00				0.00			
Total 5400 - Debt Service	0.00				0.00			
Total 5500 - Transfers	0.00	1,435.00	-1,435.00	0.0%	0.00	2,501.00	-2,501.00	0.0%
5700 - Contingency	0.00	4,100.00	-4,100.00	0.0%	0.00	73,680.00	-73,680.00	0.0%
7777 - Reserve for Future Expenditure	0.00	416.00	-416.00	0.0%	0.00			
Total Expense	<u>3,731.81</u>	<u>33,100.00</u>	<u>-29,368.19</u>	<u>11.27%</u>	<u>11,384.00</u>	<u>121,990.00</u>	<u>-110,516.00</u>	<u>9.34%</u>
	-85.62	0.00	-85.62	100.0%	-6,144.03	0.00	-6,144.03	100.0%

	Wastewater Fund				Water Fund			
	Jul '18 - Jun '19	Budget	\$ Over Budget	% of Budget	Jul '18 - Jun '19	Budget	\$ Over Budget	% of Budget
Income								
4001 - Property Taxes-Current	0.00				0.00			
4002 - Property Taxes - Prior Year	0.00				0.00			
Total 4010 - Government Sources	0.00	30,000.00	-30,000.00	0.0%	0.00	200,000.00	-200,000.00	0.0%
Total 4020 - Rental Income	0.00				0.00			
Total 4030 - Fees	37,329.67	220,420.00	-183,090.33	16.94%	124,162.01	599,000.00	-434,837.99	22.21%
Total 4050 - Other Income	0.00	1,000.00	-1,000.00	0.0%	0.00	1,500.00	-1,500.00	0.0%
4060 - Interest	0.00				0.00			
Total 4080 - Transfers In	0.00				0.00			
4090 - Beginning Fund Balance	0.00	6,000.00	-6,000.00	0.0%	0.00	450,000.00	-450,000.00	0.0%
Total Income	<u>37,329.67</u>	<u>257,420.00</u>	<u>-220,090.33</u>	<u>14.5%</u>	<u>124,162.01</u>	<u>1,210,500.00</u>	<u>-1,086,337.99</u>	<u>10.26%</u>
	37,329.67	257,420.00	-220,090.33	14.5%	124,162.01	1,210,500.00	-1,086,337.99	10.26%
Expense								
5000 - Personal Services								
5010 - City Administrator	2,315.10	14,460.00	-12,144.90	16.01%	6,173.60	38,560.00	-32,386.40	16.01%
5016 - Utility/Court Clerk	1,453.88	9,020.00	-7,566.12	16.12%	2,907.76	18,040.00	-15,132.24	16.12%
5018 - Finance Clerk	999.62	5,343.00	-4,343.38	18.71%	1,499.42	8,015.00	-6,515.58	18.71%
5025 - Summer Program Coordinator	0.00				0.00			
5050 - Public Works Supervisor	1,983.28	13,401.00	-11,417.72	14.8%	4,759.88	32,163.00	-27,403.12	14.8%
5052 - Utility Worker III	0.00	11,548.00	-11,548.00	0.0%	0.00	21,172.00	-21,172.00	0.0%
5054 - Utility Worker II	1,662.55				3,048.01			
5058 - Utility Worker I	260.00				520.00			
5081 - Employee Health Ins Benefits	4,525.98	20,529.00	-16,002.02	22.05%	9,051.96	44,075.00	-35,023.04	20.54%
5082 - Retirement Benefits	1,634.70	11,126.00	-9,491.30	14.69%	3,383.45	24,404.00	-21,020.55	13.86%
5085 - Employment Taxes	872.61	7,431.00	-6,558.39	11.74%	1,745.17	16,301.00	-14,555.83	10.71%
Total 5000 - Personal Services	15,707.72	92,897.00	-77,149.28	16.92%	33,089.25	202,730.00	-169,640.75	16.32%
Total 5100 - Material & Services	19,762.89	88,800.00	-69,037.11	22.28%	37,545.62	182,600.00	-145,054.38	20.56%
Total 5300 - Capital Outlay	0.00				0.00	200,000.00	-200,000.00	0.0%
Total 5400 - Debt Service	14,530.00	6,445.00	-8,085.00	0.0%	0.00	135,000.00	-135,000.00	0.0%
Total 5500 - Transfers	0.00	6,500.00	-6,500.00	0.0%	0.00	12,263.00	-12,263.00	0.0%
5700 - Contingency	0.00	11,348.00	-11,348.00	0.0%	0.00	477,907.00	-477,907.00	0.0%
7777 - Reserve for Future Expenditure	0.00	257,420.00	-257,420.00	19.42%	70,635.07	1,210,500.00	-1,139,864.93	5.84%
Total Expenses	<u>-12,670.94</u>	<u>0.00</u>	<u>-12,670.94</u>	<u>100.0%</u>	<u>53,526.94</u>	<u>0.00</u>	<u>53,526.94</u>	<u>100.0%</u>



Rogue Valley Office
10558 Hwy 62, Ste. D
Eagle Point, OR 97524
541-326-4828

Coos Bay Office
486 'E' Street
Coos Bay, OR 97420
541-266-8601

Willamette Valley Office
213 Water Ave., Ste 100
Albany, OR 97321
541-223-5130

Newport Office
609 SW Hurbert Street
Newport, OR 97366
541-264-7040

ENGINEERING SCOPE OF SERVICES

Date: August 23, 2018

Work Order Number:

To: Mr. Pat Hare, City Administrator – City of Adair Village

From: Matt Wadlington, Regional Manager – Civil West Engineering Services, Inc.

RE: **City of Adair Village: Water System Master Plan**
Civil West Project Number: TBD

The purpose of this scope of services is to describe the proposed approach, costs, and schedule that Civil West will follow to develop a Water System Master Plan for the City of Adair Village.

BACKGROUND:

The City of Adair Village provides potable water to customers within the City, providing service to a population of approximately 900 customers. The City completed a water master planning effort in 2001 that resulted in a new capital improvement plan. The 2001 plan was updated in 2006. Based on the time since the plan was last updated (12 years) and the fact that numerous improvements have recently occurred, it is time to prepare a new plan to guide future capital improvements, and to allow for the development and implementation of a revised Water SDC for the City.

GOALS FOR THE PROJECT:

Develop a Water System Master Plan that complies with Oregon State Law requirements and identify a list of CIP projects that can be budgeted for and implemented over the next 20 years.

SCOPE OF WORK:

The following scope of work describes the tasks, activities, and work that will take place to complete the above noted phases of the project. Each task will be assigned a certain number of engineering hours for completion. The description of each task below is a summary of the estimated process, steps, and procedures that will be required for completion of the work.

1. **Task 1 – Project Management and Administration** – This task includes administrative and project management efforts related to the management of this project. This shall include processing of paperwork and correspondence between Civil West and the City, coordination on financial matters, directing resources internally, and meeting with staff on routine issues.
2. **Task 2 – Kick-off Meeting and Data Acquisition** *(This task is largely unnecessary due to our familiarity with the City Infrastructure. Minimal time is allocated to this task.)*
 - A. Once the City authorizes us to proceed, we will schedule a kickoff meeting to visit the City and tour all project sites in detail, talk with staff about their specific planning goals, and secure data that will be required for completion of the planning.
 - B. **As-Built Research, Investigation and Review:** Consultant shall meet with City staff to identify background information to ensure incorporation of City staff suggestions, recommendations,

directions and other requirements into the project. Consultant shall identify, collect and review City's record drawings, mapping, water production and sales data, and existing water master plan.

3. Task 3 – System Map Update, Water Demand Forecasting, and Water Loss Evaluation

- A. Water System Description, Modeling, and Map Update – We will utilize the existing City maps and markups from staff to correct and update the maps and water system model. We will also tour all of the system facilities, review plans, photograph and measure individual components and provide a detailed description of all water system facilities. We will provide hard copy and digital copies of the mapping for the perpetual use and updating by the City.
- B. Water Demand Forecasting – Using sales records and production records, we will determine the average, minimum and maximum water demands. We will also utilize population projections to forecast that through the planning cycle. We will also evaluate the existing water resources and supplies and provide a comparison of projected needs against those supplies.
- C. System Analysis and Water Loss Evaluation – We will complete a water record accounting and determine who the water users are by category, the percentage of water use in each sector, how much water is unaccounted for, and compare that to the state standard for acceptable losses.

4. Task 4 – Develop Recommended System Improvements and prepare a Capital Improvement Plan

- A. Develop Planning and Evaluation Criteria – Using current and anticipated drinking water rules, health requirements and industry-accepted principles, we will develop criteria and standards for which to evaluate existing facilities and demands as well as projected needs. From this we will identify any existing or projected deficiencies and develop improvement alternative.
- B. Prepare Capital Improvement Plan (CIP) and Cost Allocations – We will organize the recommended projects into a CIP and rank them by priority based on the greatest need. We will allocate costs based on the addressing of existing (maintenance) issues and future needs to aid in the update of SDC requirements.

5. Task 5 – Prepare Water Master Plan

- A. Prepare Water Master Plan and submit to all necessary Agencies – We will prepare a draft submittal of the final master plan for review by the City, State, and funding agencies (if necessary). The document will be prepared to meet the requirements of the state's "Guidelines for the Preparation of Planning Documents for Developing Community Water System Projects". Note that the State has recently implemented a requirement that all Water Master Plans include a section on Seismic Resiliency. We will address all review comments and submit final documents for approval and filing with the agencies as completed. We will provide hard copy and digital copies of the documents for perpetual use and updating by the City. Review fees due to the State for their review are not included and will be an additional cost to the City. Current fees are \$825 for Cities with less than 300 connections, and is \$4125 for Cities with 300 or more connections.

6. Task 6 – Meetings – Coordination and Progress Meetings: Schedule and attend meetings with the City as necessary, to review and discuss specific issues not outlined in the above scope. The number of auxiliary meetings shall not exceed four (4) and shall include no more than two (2) people for two (2) hours per meeting.

7. **Task 7 – Reimbursable** – This task will cover direct reimbursable expenses anticipated for the project. These include travel and per diem costs, reproduction and office expenses, and other reimbursable costs.

Part B: Project Fee Proposal

A summary of the proposed fee schedule is provided below:

Task	Summary of Proposed Engineering Budget:	Budget
1	Project Management and Administration	\$3,044.00
2	Kickoff and Data Gathering	\$3,290.00
3	Map Update, Demand Forecasting, and Water Loss Evaluation	\$15,060.00
4	Develop Recommended System Improvements and Prepare CIP Plan	\$15,042.00
5	Prepare Water Master Plan	\$38,916.00
6	Meetings	\$3,856.00
7	Reimbursable Project Expenses	\$700.00
Total Proposed Engineering Budget		\$79,908.00

The above budget is considered as a not-to-exceed maximum for the scope of work described and will be billed on a time and materials basis to a maximum. Civil West reserves the right to alter distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by owner. If budget funds go unused, the City will realize the savings.

Part C: Project Schedule

We will adjust our approach and efforts to meet your schedule as required to meet the project goals and objectives.

We are grateful for this opportunity to provide these services to the City of Adair Village. We are prepared to begin work on this important project as soon as we are authorized to do so. Please let me know if you have any questions, or if you wish to see any alterations to our proposed approach. If this proposed approach is acceptable, please sign below and return a copy to our office for our records.

Sincerely,
Civil West Engineering Services, Inc.



Matt Wadlington, PE
Willamette Valley Regional Manager

Authorized Representative Signature Accepting Scope of Services

Date



Rogue Valley Office
10558 Hwy 62, Ste. D
Eagle Point, OR 97524
541-326-4828

Coos Bay Office
486 'E' Street
Coos Bay, OR 97420
541-266-8601

Willamette Valley Office
213 Water Ave., Ste 100
Albany, OR 97321
541-223-5130

Newport Office
609 SW Hurbert Street
Newport, OR 97366
541-264-7040

ENGINEERING SCOPE OF SERVICES

Date: August 23, 2018

Work Order Number:

To: Mr. Pat Hare, City Administrator – City of Adair Village

From: Matt Wadlington, Regional Manager – Civil West Engineering Services, Inc.

RE: **City of Adair Village: SDC Plan Update**
Civil West Project Number: TBD

The purpose of this scope of services is to describe the proposed approach, costs, and schedule that Civil West will follow to develop an update to the System Development Charge (SDC) Plan for the City of Adair Village.

BACKGROUND:

The City of Adair Village provides services to the residents of the City. These services include potable water, wastewater, stormwater, transportation, and City park facilities. In order to not burden existing residents with the costs of infrastructure growth necessary to serve new developments, SDCs are charged for any new development to cover those infrastructure costs. The City's current SDC methodology was last updated in 2010.

Since the last update, the City has completed several Capital Improvement Projects (CIPs) and has identified additional projects that are necessary to service future growth. At this point, it is our understanding that the City is interested in updating project costs and population estimates, but not necessarily changing the methodology of how SDCs are calculated.

Concurrent to this effort, Civil West Engineering is proposing to prepare a new Water Master Plan, an update to the Wastewater Facilities Plan, and a new Stormwater Master Plan. These planning efforts will provide the basis for the Capital Improvements used in the SDC Methodology.

Oregon Revised Statutes (ORS) 223.297 through 223.314 authorizes local governments and service districts to assess SDCs for various infrastructure sectors, including: A) Water supply, treatment and distribution; B) Waste water collection, transmission, treatment and disposal; C) Drainage and flood control; D) Transportation; E) Parks and recreation.

GOALS FOR THE PROJECT:

Recommend revisions to the City's SDC fees based on updated CIP costs and population estimates.

The Methodology used to establish the reimbursement fee will be based on rate-making principals employed to finance publicly owned capital improvements, prior contributions by existing users, and other relevant factors identified during this effort. The Methodology will promote the objective that future system users shall contribute no more than an equitable share of the cost of then existing facilities.

SCOPE OF WORK:

The following scope of work describes the tasks, activities, and work that will take place to complete the above noted phases of the project. Each task will be assigned a certain number of engineering hours for completion. The description of each task below is a summary of the estimated process, steps, and procedures that will be required for completion of the work.

Task 1 – Project Management and Administration – This task includes administrative and project management efforts related to the management of this project. This shall include processing of paperwork and correspondence between Civil West and the City, coordination on financial matters, directing resources internally, and meeting with staff on routine issues.

Task 2 – Kick-off Meeting and Data Acquisition

Once the City authorizes us to proceed, we will schedule a kickoff meeting to visit with the City and to review the requirements and goals.

Task 3 – Water System SDC Analysis

Using data generated in a concurrent Water Master Plan exercise, we will determine the appropriate SDC charge for water infrastructure.

Task 4 – Wastewater System SDC Analysis

Using data generated in a concurrent Wastewater Facilities Plan update exercise, we will determine the appropriate SDC charge for wastewater infrastructure.

Task 5 – Stormwater System SDC Analysis

Using data generated in a concurrent Stormwater Master Plan effort, we will determine the appropriate SDC charge for stormwater infrastructure.

Task 6 – Transportation System SDC Analysis

Using data generated in the recent Transportation planning process prepared by Benton County, we will determine the appropriate SDC charge for transportation infrastructure.

Task 7 – City Parks SDC Analysis

Based on guidance from City staff, and community input, we will determine the appropriate capital improvements for park infrastructure and will use that information to develop SDC fees for park infrastructure.

Task 8 – Development of a new SDC Resolutions

Under this task Civil West will prepare a draft SDC Resolution for review by the City Attorney. The resolution will adjust the SDC fees to those calculated in the analysis above.

Task 9 – SDC Plan Update

This task will generate an overall SDC plan to include the summary of all the different SDC components organized in an intuitive and practical manner.

Task 10 – Reimbursable

This task will cover direct reimbursable expenses anticipated for the project. These include travel and per diem costs, reproduction and office expenses, and other reimbursable costs.

Part B: Project Fee Proposal

A summary of the proposed fee schedule is provided below:

Task #	Task Description	Budget
1	Project Management and Administration	\$2,860.00
2	Kickoff and Data Acquisition	\$980.00
3	Water SDC Analysis	\$2,380.00
4	Wastewater SDC Analysis	\$3,360.00
5	Stormwater SDC Analysis	\$1,820.00
6	Transportation SDC Analysis	\$3,080.00
7	Parks SDC Analysis	\$5,460.00
8	Develop SDC Resolutions	\$1,120.00
9	SDC Plan Update	\$9,800.00
10	Reimbursables	\$200.00
Project Total		\$31,060.00

The above budget is considered as a not-to-exceed maximum for the scope of work described and will be billed on a time and materials basis to a maximum. Civil West reserves the right to alter distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by owner. If budget funds go unused, the City will realize the savings.

Part C: Project Schedule

We will adjust our approach and efforts to meet your schedule as required to meet the project goals and objectives.

We are grateful for this opportunity to provide these services to the City of Adair Village. We are prepared to begin work on this important project as soon as we are authorized to do so. Please let me know if you have any questions, or if you wish to see any alterations to our proposed approach. If this proposed approach is acceptable, please sign below and return a copy to our office for our records.

Sincerely,
Civil West Engineering Services, Inc.



Matt Wadlington, PE
Willamette Valley Regional Manager



Rogue Valley Office
10558 Hwy 62, Ste. B-1
Eagle Point, OR 97524
541-326-4828

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Newport Office
609 SW Hurbert Street
Newport, OR 97366
541-264-7040

ENGINEERING SCOPE OF SERVICES

Date: August 23, 2018

Work Order Number:

To: Pat Hare, City Administrator, Adair Village

From: Matt Wadlington, PE, Civil West Engineering Services, Inc.

RE: **Adair Village Wastewater Facilities Plan Update – Engineering Scope of Services Proposal**
Civil West Project Number: to be assigned

The purpose of this engineering proposal is to outline and describe the Proposed Scope of Services to provide a Wastewater Facilities Plan (WWFP) Update to include an evaluation of a phased treatment plant improvement project that is in alignment with the long-term goals of the City to accept leachate and treat it at the City wastewater treatment plant.

Background Summary

The City of Adair Village contacted Civil West regarding a potential agreement with Coffin Butte Landfill to treat their leachate. Civil West contracted Tyler Radniecki and his team from Oregon State University (OSU) School of Chemical, Biological and Environmental Engineering to assess the feasibility of treating Coffin Butte Landfill wastewater/leachate at the City of Adair Village wastewater treatment plant through a one-year bench study. The results of the Bench study were promising, and while the City is making progress in negotiations with Republic Services, the need for treatment plant improvements is imminent. Much of the City wastewater treatment plant has surpassed its original design life and requires significant improvements to meet the needs of the growing City.

Goal for the Project

Our goal is to provide the City with an updated WWFP that, while not abandoning the combined municipal/leachate treatment, will make recommendations for a phased implementation of the previously recommended treatment process. Phase one would include the infrastructure to serve municipal needs only, and phase two would increase the plant capacity to be able to accept Leachate.

Our team will work with Hemphill Water Engineering and the City to evaluate the viability of a phased implementation of treatment plant improvements to allow the City to address current concerns around plant capacity given the increase in development within the City.

Part A: Scope of Work

The following tasks have been identified to track the progress of the WWFP Update. Each task will be assigned a certain number of engineering hours for completion. While there may be many subtasks included within these major task areas, only the major tasks will be discussed below.

Proposed Civil Engineering Scope of Services:

1. **Task 1 – Project Management and Administration** – This task includes administrative and project management efforts related to the management of this project. This shall include processing of paperwork and correspondence between Civil West and the City, coordination on financial matters, directing resources internally, and meeting with staff on routine issues.
2. **Task 2 – Review and Update Design Data and Flow Projections** – We will incorporate additional data and information collected about flow and growth within the City and provide an overall summary that outlines the impact to the current treatment recommendation.
3. **Task 3 – Update Treatment Recommendations to Incorporate a Phased Implementation** – We will work with Hemphill Water Engineering and the City to evaluate and revise current treatment recommendations to allow for the City to implement improvements to increase current capacity but still stay in alignment with future full buildout of a facility able to treat leachate from the landfill. This will also include updating estimated costs and schedules for alternatives and recommendations.
4. **Task 4 – Final Wastewater Facilities Plan Update** – Under this task, we will prepare the Final WW Facilities Plan, integrating outputs from Tasks 2 and 3 to provide a comprehensive planning document that enables the City to effectively manage existing wastewater infrastructure and prepare for future growth. This task will include submittal of the final WWFP to DEQ and to work with DEQ to address comments and concerns. Our cost does not include the fee charged by DEQ to review and approve the plan update.
5. **Task 5 – Reimbursables** – This task will include allowances for project costs related to reimbursable expense items. These include:
 - a. Travel costs – We have included an allowance for travel costs to be billed at the mileage rate presented in Exhibit A.
 - b. Publication, reproduction, and office costs – Under this item, we have included a reimbursable allowance to provide the owner with copies of documents and reports, including digital deliverables upon request.

Part B: Project Fee Proposal

A summary of the proposed fee schedule is provided below:

Task No.	Task Description	Proposed Total Fee
1	Project Management & Administration	\$5,200.00
2	Review and Update Design Data and Flow Projections	\$4,680.00
3	Update Treatment Recommendations to Incorporate a Phase Implementation	\$11,400.00
4	Final WW Facilities Plan Update	\$16,060.00
5	Reimbursables	\$300.00
Total Proposed Project Budget		\$37,640.00

The above budget is considered as a not-to-exceed maximum for the scope of work described and will be billed on a time and materials basis to a maximum. Civil West reserves the right to alter distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by owner. If budget funds go unused, the City will realize the savings.

Part C: Project Schedule

We will adjust our approach and efforts to meet your schedule as required to meet the project goals and objectives.

We are grateful for this opportunity to provide these services to the City of Adair Village. We are prepared to begin work on this important project as soon as we are authorized to do so. Please let me know if you have any questions, or if you wish to see any alterations to our proposed approach. If this proposed approach is acceptable, please sign below and return a copy to our office for our records.

Sincerely,
Civil West Engineering Services, Inc.



Matt Wadlington, PE
Willamette Valley Regional Manager

Authorized Representative Signature Accepting Scope of Services

Date



Rogue Valley Office
10558 Hwy 62, Ste. D
Eagle Point, OR 97524
541-326-4828

Coos Bay Office
486 'E' Street
Coos Bay, OR 97420
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541-223-5130

Newport Office
609 SW Hubert Street
Newport, OR 97366
541-264-7040

ENGINEERING SCOPE OF SERVICES

Date: August 23, 2018

Work Order Number:

To: Mr. Pat Hare, City Administrator – City of Adair Village

From: Matt Wadlington, Regional Manager – Civil West Engineering Services, Inc.

RE: **City of Adair Village: Storm Water Master Plan**
Civil West Project Number: TBD

The purpose of this scope of services is to describe the proposed approach, costs, and schedule that Civil West will follow to develop a Stormwater Master Plan (SWMP) for the City of Adair Village.

Background Summary

The City of Adair Village owns and operates a storm-water system that includes a variety of stormwater facilities, including ditches, culverts, catch basins, pipelines, manholes, outfalls, and swales. Together, these components work to collect and convey stormwater through the community for treatment and to ultimate points of discharge.

The City currently does not have a Stormwater Master Plan (SWMP). The City needs to develop a SWMP to guide and direct the planning, development, and management efforts associated with the stormwater system. The SWMP needs to contain a list of Capital Improvement Projects (CIPs), as well as metrics for prioritizing identified CIPs for the study period to guide future planning and budgeting processes.

Most of the existing stormwater system was built in the mid-20th Century as a World War II training camp that encompassed more than 50,000-acres. Much of the existing storm water infrastructure remains from the original encampment. For these reasons, much of the system was not built to meet current discharge requirements and has not been adequately mapped. The SWMP will need to include extensive system mapping as as-builts likely do not exist for most of the system.

In addition to mapping the system, a system model needs to be developed to assess existing conditions and provide a basis for upgrades to and expansion of the system. While the City Development Code currently requires new developments to implement flow control practices for stormwater management, the Development Code does not provide explicit guidance on the implementation of stormwater quality measures. This SWMP will review and recommend best management practices (BMPs) that address stormwater quality.

Goal for the Project

The goal for this project is to complete a SWMP for the City. This master plan will identify existing stormwater problems in the City, forming the basis for a stormwater CIP, and it will guide the planning and budgeting process of the storm-water utility in the City for the current planning period.

Part A: Scope of Work

The following scope of work describes the tasks, activities, and work that will take place to complete the master plan. Each task will be assigned a certain number of engineering hours for completion. The description of each task below is a summary of the estimated process, steps, and procedures that will be required for completion of the work. While there may be many subtasks included within these major task areas, only the major tasks are discussed below.

City-Wide Stormwater Master Plan – Scope of Services

1. **Task 1 – Project Management and Administrative Services** – This task includes administrative and project management efforts related to the management of this project. This shall include processing of paperwork and correspondence between Civil West and the City, coordination on financial matters, directing resources internally, and meeting with staff on routine issues.
2. **Task 2 – Data Acquisition and Project Kickoff** – Under this task, we will meet with City staff to obtain existing documentation, maps, files, drawings, and other information related to the existing stormwater infrastructure to assist us in the preparation of the SWMP. The kickoff meeting will also allow an opportunity to double-check our list of specific areas of concern and areas for which we should provide special attention or focus.
3. **Task 3 – Field Work** – Under this task, our engineers will spend time in the field to collect detailed information on stormwater system components, surface conditions, and other data that is to be used to complete the master plan. Field work will include visual assessment of existing culverts, pipe measurements, ditch and flow line identification, and other stormwater facilities.
4. **Task 4 – Public Meeting** – Under this task, we will host a public meeting where members of the community can share their knowledge and concerns regarding drainage problems within the City. This effort will help us to pinpoint flooding areas, and other drainage problems, by drawing from the experiential knowledge of the public.
5. **Task 5 – Stormwater System Mapping** – Under this task, we will utilize the City’s existing mapping and data, public feedback, in addition to the data we collect during the kickoff meeting and field work, to prepare detailed maps of the City’s stormwater infrastructure. This will include the location of inlets, catch basins, ditches, culverts, manholes, outfalls, and other stormwater facilities. We will also utilize maps resources to address stormwater management needs for undeveloped areas and discuss future expansion of the system.
6. **Task 6 – Preparation of Stormwater Master Plan** – Under this task we will prepare a SWMP with the following sections:
 - a. **Executive Summary** – Summarize the report, recommendations, and budget estimates.
 - b. **Introduction** – Describe the need for the plan and history of the City.
 - c. **Existing Drainage System** – Describe the existing stormwater facilities and operation, existing deficiencies and concerns, and known issues related to stormwater throughout the City.
 - d. **Assessment of Riparian Area Changes** – This discussion will include areas of concern and recommendations of whether to, and how to, protect and remediate riparian areas within the City.
 - e. **Hydrologic/Hydraulic Modeling** – Describe methods used to complete a hydrologic/hydraulic analysis and develop a model for the City’s systems. field mapping and the information collected

during the data acquisition and public meeting will be used to validate the model for the City’s Stormwater systems.

- f. **Stormwater System Evaluation and Recommendations** – Provide detailed modeling results for existing system. Create a list of Capital Improvement Projects to address the deficiencies identified in the description of the system. Discuss improvement alternatives for the projects on the CIP list. Also, describe possible approaches for storm-water management in areas with no existing stormwater infrastructure, which may warrant the expansion of the system. Rank the projects on the CIP list in order of importance and in a strategic sequence according to which projects could be undertaken. Provide cost evaluations of each project to assist in budget planning efforts. Make specific recommendations for improvements to culverts, pipelines, inlets, outfalls, ditches, and other stormwater facilities.
 - g. **Best Management Practices** – Write section to be consistent with either the Eugene or Portland stormwater design standards. Provide review of all standard green and mechanical methods of stormwater treatment and appropriate locations to use each of them throughout the existing system.
 - h. **Draft Low Impact Development Ordinance** – Pursuant to recommendations from the Department of Environmental Quality, this section will evaluate a potential Low Impact Development (LID) Ordinance to provide guidance to proposed development. This will help the City stay in conformance with the TMDL requirements.
 - i. **References and Appendices**
7. **Task 7 – Council Meeting** – Under this task, Civil West will prepare for, attend, and present information to the City Council regarding public comments received at the public meeting hosted at City Hall. Civil West will also present the SWMP to the council, to allow for an informed discussion and decision-making process for the Council.
8. **Task 8 – Reimbursable** – This task will cover direct reimbursable expenses anticipated for the project. These include travel and per diem costs, reproduction and office expenses, and other reimbursable costs.

Part B: Project Fee Proposal

A summary of the proposed fee schedule is provided below:

Task No.	Task Description	Proposed Total Fee
1	Project Management and Admin	\$4,020.00
2	Data acquisition and Project Kickoff	\$5,980.00
3	Field Work	\$17,000.00
4	Public Meeting	\$4,326.00
5	Stormwater System Mapping	\$16,440.00
6	Preparation of Stormwater Master Plan	\$33,420.00
7	Council Meeting	\$2,466.00
6	Reimbursables	\$1,500.00
Total Proposed Project Budget		\$85,154.00

The above budget is considered as a not-to-exceed maximum for the scope of work described and will be billed on a time and materials basis to a maximum. Civil West reserves the right to alter distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by owner. If budget funds go unused, the City will realize the savings.

Part C: Project Schedule

The following schedule, while flexible, is provided as a preliminary schedule for the City to consider.


Proposed Schedule:

1. Authorization to begin work: early-September 2018
2. Kick off meeting & site visits: September 2018
3. Field work completed: by early-November 2018
4. Public meeting: December 2018
5. Mapping: January 2019
6. Development of Master Plan document: October 2018 – February 2019
7. City Council presentation/meeting: February 2019
8. Project Completion: February 2019

The schedule shown above is preliminary in nature and may vary depending on a number of issues. This schedule can be modified to meet budgetary and scheduling constraints of the City and their other projects.

We are grateful for this opportunity to provide these services to the City of Adair Village.- We are prepared to begin work on this important project as soon as we are authorized to do so.- Please let me know if you have any questions or if you wish to see any alterations to our proposed approach. If this proposed approach is acceptable, please sign below and return a copy to our office for our records.

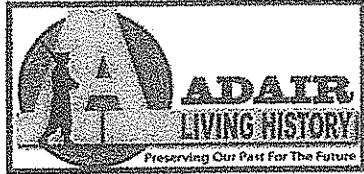
Sincerely,
Civil West Engineering Services, Inc.



Matt Wadlington, PE
Willamette Valley Regional Manager

Authorized Representative Signature Accepting Scope of Services

Date



The City of Adair Village &
Adair Living History, Inc.
invite you to the
**3rd Annual Adair Village
Founders Day**

September 15, 2018

11:00 AM - 3 PM

East Barracks Building and
City Hall Grounds

6030 NE William R
Carr Avenue
Adair Village, OR

FOUNDERS DAY EVENTS
Free BBQ Beginning @ Noon
Bounce House
Face Painting
Other Activities for Kids
Merchants' Booths
Master Recycling Booth
History of the City of Adair Village
Documents and Artifacts

EAST BARRACKS TOUR
-Uniformed WWII Re-enactors and Displays
-Adair Air Force Station (SAGE) Display
-Gary Richards and the Great Chapel Hunt
-Meet WWII Veterans who trained at Camp Adair
-South Willamette Honor Flight
-Visit with others who have connections to the men
and women who were stationed or worked at Camp
Adair and Adair AFS

**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 telecommunications service to the citizens of the City of Adair Village (the “City”) and other surrounding areas;

WHEREAS, providing telecommunications service requires the installation, operation and maintenance of power, fiber and other related facilities to be located within the public ways of the City;

WHEREAS, the City and CenturyLink wish to agree to the terms and conditions by which Century Link 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. [[S1]]

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%)] [LLS2] 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. [LLS3]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: _____

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

In the Matter of a Resolution)
Approving Benton County Order)
To initiate Formation of 9-1-1)
Emergency Communications County)
Service District)

RESOLUTION NO. 2018 - #4

WHEREAS, The City of Adair Village, Oregon finds:

WHEREAS, creating a stable funding source will fulfill the mission and obligation the Corvallis Regional Communications Center (CRCC) has as the primary Public Safety Answering Point (PSAP) for Benton County; and

WHEREAS, the needs and requirements to operate a PSAP are continually evolving and changing in order to provide quality emergency telecommunication services to the community; and

WHEREAS, the City expects governance for a 9-1-1 Emergency Communication County Service District that include representation for all incorporated Cities and all public safety service providers.

IT IS HEREBY RESOLVED by the City Council of the City of Adair Village that:

The City of Adair Village, Oregon, consents and declares that pursuant to ORS 403.305(3) it approves the inclusion of all the territory of the city within the boundaries of the proposed 9-1-1 Emergency Communications County Service District, and approves the Benton County order initiating the formation of that district in Benton County, Oregon.

DATED: This 4th day of Septmeber, 2018.

Mayor

City Administrator