

ADAIR VILLAGE CITY COUNCIL-Final
City Hall - 6030 Wm. R Carr Av.
******Tuesday, February 5, 2019 - 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 – January 8, 2019 (Attachment A)
- b. Bills List through – January 31, 2019 (Attachment B) – \$97,569.10

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 January 31, 2019 (Attachments G, G-1) Pat Hare

5. OLD BUSINESS:

- a) Appoint Mayor Pro Temp Pat Hare
Action: Decision

6. NEW BUSINESS:

- a) Alyrica High Speed Fiber (Attachment H) Pat Hare
Action: Decision
- b) Appoint Budget Officer/Budget Timeline (Attachment I) Pat Hare
Action: Discussion
- c) Appoint Planning Commission Member (Attachment J) Bill Currier
Action: Decision

7. ORDINANCES, RESOLUTIONS, AND PROCLAMATIONS:

- a) N/A

8. EXECUTIVE SESSION ORS 192.660 (i): To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

- a) City Administrator Evaluation
Action: Discussion

9. COUNCIL and MAYOR COMMENTS:

10. ADJOURNMENT:

Next meetings -

City Council–Tuesday, March 5, 2019 6:00 PM
Planning Commission- Tuesday, February 19, 2019 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, January 8, 2019 – 6:00 PM******

Agenda Item	Action
<p>1. Roll Call: City Council Members present: Councilors Real, Ray, King, Rowe and Mayor Currier were present. City Attorney Sean Kidd was present. CA (City Administrator) Hare was present. Minutes were taken by Utility Clerk Kathy Edmaiston.</p>	<p>Mayor Currier called the meeting to order at 6:00 PM and led the flag salute.</p>
<p>2. Oath of Office (Agenda Item 6a).</p> <p>Councilor Real administered the oath of office to Councilors King and Ray and to Mayor Currier.</p>	<p>Oath administered.</p>
<p>3. Consent Calendar (Agenda Item 2).</p> <p>Minutes of December 4, 2018 City Council Meeting. Bills List through December 31, 2018, (\$23,323.60 total).</p>	<p>Councilor King moved to approve the Consent Calendar as presented. Councilor Rowe seconded. Unanimous Approval (5-0).</p>
<p>4. Appoint Planning Commission Member. (Agenda Item 6d). Mayor Currier nominated Michael Longmire to serve as a member of the Planning Commission.</p>	<p>Mayor Currier moved to appoint Michael Longmire to the Planning Commission. Councilor King seconded. Unanimous Approval (5-0).</p>
<p>5. Public Comment (Agenda Item 3). None.</p>	
<p>6. Attachment C – Community Services Officer (Agenda Item 4a). Jerry Jackson, CSO, presented the report.</p>	<p>Council received the report.</p>
<p>7. Attachment D – Public Works Report (Agenda Item 4b). CA Hare presented the report.</p>	
<p>8. Attachment E – City Administrator Report (Agenda Item 4c). CA Hare presented the report.</p> <p>Administration</p> <ul style="list-style-type: none"> • Nuisance Code – Jerry and CA Hare have been working on cleaning up some of the nuisance code up and removing references to the police. • DLCD – Pat Depa, new city planner, and CA Hare met with DLCD to discuss the possibility of a UGB expansion to the south. • Budget – Over the next few months, we will begin preparing the 	<p>Council received the report.</p>

<p>budget.</p> <ul style="list-style-type: none"> • Audit – The audit is done. CA Hare gave each councilor three documents regarding the audit. One document was the AUC 260. <p>Property/Businesses</p> <ul style="list-style-type: none"> • AVIS – Attorney Sean Kidd had a phone conference with them. We are hopeful cleanup will take place in 2019. • Barracks – The electrical and plumbing rough in are complete. We are working on getting door quotes, concrete, insulation and sheetrock. • Farms Foods, Sweet Taste and Store – All of the businesses seem to be doing okay. <p>Major Projects/Engineering</p> <ul style="list-style-type: none"> • Calloway Creek – Chad Davis has begun construction of the first few houses. The county has issued them nine permits. • Cornelius Property – Tim plans on moving forward with his UGB and development request. • SCS Property – No applications have been received from MSS Engineering yet. • William R. Carr Subdivision – Brian Donne is hoping to begin construction this spring. • Water Tanks – The City Attorney and CA Hare have been in communication with Western Surety Company who holds the bond for the water tank project. 	
<p>9. Attachment F – Sheriff's Report (Agenda Item 4d). CA Hare presented the report.</p>	<p>Council received the report.</p>
<p>10. Attachment G – Financial Report (Agenda Item 4e). CA Hare presented the report. Income is \$629,985.96 and expenses are \$614,445.69. The balance in the Local Government Investment Pool is approximately \$1,227,797.97, last year the balance was \$1,039,286.95..</p>	<p>Council received the report.</p>
<p>11. Adair Village TSP (Agenda Item 5a). CA Hare provided the council with the draft of the Adair Village TSP. This will be going to the Planning Commission for discussion and then the final document will be presented to the City Council.</p>	<p>Council discussed the matter.</p>
<p>12. Tobacco/Vape Ordinance (Agenda Item 6b). CA Hare provided the council with two chapters that Benton County has adopted regarding the Benton County Tobacco/Vape Free Workplace.</p>	<p>Council discussed the matter.</p>
<p>13. Downtown Annexation (Agenda Item 6c).</p>	<p>Councilor Kin moved to begin the annexation process of the downtown property. Councilor Real seconded. Unanimous Approval (5-0).</p>

<p>14. Executive Session. (Agenda Item 8). The Adair City Council met in Executive Session under Oregon Revised Statutes 192.660 (2) “(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.” 15. Action from Executive Session. Mayor Currier announced that no decisions were made in Executive Session.</p>	<p>Mayor Currier opened the Executive Session at 7:23 P.M. Mayor Currier closed the Executive Session at 7:50 P.M.</p>
<p>13. Council and Mayor Comments (Agenda Item 8):</p> <ul style="list-style-type: none"> • Mayor Currier – None. • Councilor Real – None. • Councilor King – None. • Councilor Ray – None. • Councilor Rowe – None. 	
<p>17 Adjournment: Next meeting- Council meeting on Tuesday, February 5, 2019 at 6:00 PM.</p>	<p>Mayor adjourned the meeting at 7:55 PM.</p>

Mayor’s Approval

Date

9:50 AM
01/03/19

City of Adair Village
Unpaid Bills Detail
As of January 3, 2019

Type	Date	Num	Due Date	Aging	Open Balan...	
AI's Sweeping Service						
Bill	1/3/2019	Inv# 7...	1/13/2019		750.00	
Total AI's Sweeping Service					750.00	22706
American Business Software, Inc						
Bill	1/3/2019	Inv#1...	1/13/2019		60.60	
Total American Business Software, Inc					60.60	22707
Bank of America						
Bill	1/3/2019	Nov2...	1/13/2019		286.15	
Total Bank of America					286.15	22708
Cascade Columbia Distribution						
Bill	1/3/2019	Inv# 7...	3/4/2019		2,595.75	
Total Cascade Columbia Distribution					2,595.75	22709
Century Link						
Bill	1/3/2019	Dec 1...	1/13/2019		85.98	
Bill	1/3/2019	Dec 1...	1/13/2019		80.63	
Total Century Link					166.61	22710
Consumers Power Inc.						
Bill	1/3/2019	1/9/2...	1/13/2019		2,715.72	
Total Consumers Power Inc.					2,715.72	22711
Corvallis Rental Inc.						
Bill	1/3/2019	Stm 1...	1/13/2019		382.72	
Total Corvallis Rental Inc.					382.72	22712
Edge Analytical Laboratories						
Bill	1/3/2019	Inv# 1...	1/13/2019		246.60	
Bill	1/3/2019	Inv# 1...	1/13/2019		29.70	
Bill	1/3/2019	Inv# 1...	1/13/2019		153.00	
Total Edge Analytical Laboratories					429.30	22713
HealthEquity						
Bill	1/3/2019	HSA ...	1/13/2019		6,800.00	
Total HealthEquity					6,800.00	22714
NW Natural						
Bill	1/3/2019	Act# ...	1/13/2019		234.15	
Total NW Natural					234.15	22715
One Call Concepts						
Bill	1/3/2019	Inv# 8...	2/2/2019		14.70	
Total One Call Concepts					14.70	22716
Shearer & Associates, Inc						
Bill	1/3/2019	Inv# 2...	1/13/2019		726.00	
Total Shearer & Associates, Inc					726.00	22717
Smith and Loveless						
Bill	1/3/2019	Inv#1...	1/13/2019		141.90	
Total Smith and Loveless					141.90	22718
US Bank						
Bill	1/3/2019	Inv 18...	1/13/2019		11,126.83	
Total US Bank					11,126.83	22719
TOTAL					26,430.43	

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1/3/19

City of Adair Village
Unpaid Bills Detail
 As of January 8, 2019

Type	Date	Num	Due Date	Aging	Open Balan...	
BRX, Inc. Bill	1/8/2019	Inv on...	1/18/2019		2,200.00	
Total BRX, Inc.					2,200.00	22721
Cornerstone Janitorial Bill	1/8/2019	Inv# 3...	1/18/2019		261.46	
Total Cornerstone Janitorial					261.46	22722
Delapoer Kidd Attorneys at Law Bill	1/8/2019	Inv# 1...	1/18/2019		875.00	
Total Delapoer Kidd Attorneys at Law					875.00	22723
NW Natural Bill	1/8/2019	12/28...	1/18/2019		55.97	
Total NW Natural					55.97	22724
Security Alarm Corp. Bill	1/8/2019	Inv# 1...	1/18/2019		311.00	
Total Security Alarm Corp.					311.00	22725
Simply Payroll Bill	1/8/2019	Inv#1...	1/18/2019		93.80	
Total Simply Payroll					93.80	22726
TOTAL					<u>3,797.23</u>	

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 1/8/19

11:59 AM

01/08/19

City of Adair Village
Unpaid Bills Detail
As of January 8, 2019

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Due Date</u>	<u>Aging</u>	<u>Open Balan...</u>
Eric Harvey (V) Bill	1/8/2019	1/8/18	1/18/2019		113.18
Total Eric Harvey (V)					113.18
TOTAL					113.18

22727

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1/8/19

City of Adair Village
Unpaid Bills Detail
 As of January 17, 2019

Type	Date	Num	Due Date	Aging	Open Balan...	
Auto Zone						
Bill	1/10/2019	Stm 2...	1/20/2019		61.45	
Total Auto Zone					61.45	22730
Benton County Sheriff						
Bill	1/17/2019	10-1-...	2/1/2019		7,822.25	
Total Benton County Sheriff					7,822.25	22731
Cascades West Regional Consortium						
Bill	1/17/2019	INV C...	1/27/2019		500.00	
Total Cascades West Regional Consortium					500.00	22732
Century Link						
Bill	1/10/2019	12/25...	1/20/2019		55.23	
Bill	1/17/2019	1-11-19	1/31/2019		80.66	
Total Century Link					135.89	22733
Comcast						
Bill	1/17/2019	1/10/19	1/27/2019		102.85	
Total Comcast					102.85	22734
De Lage Landen Financial Services, Inc.						
Bill	1/10/2019	Inv#6...	1/20/2019		137.55	
Total De Lage Landen Financial Services, Inc.					137.55	22735
Edge Analytical Laboratories						
Bill	1/10/2019	Ref 1...	1/20/2019		144.00	
Total Edge Analytical Laboratories					144.00	22736
Merina & Company, LLP						
Bill	1/15/2019	Inv# 1...	1/25/2019		4,050.00	
Total Merina & Company, LLP					4,050.00	22737
One Call Concepts						
Bill	1/10/2019	Stm 1...	2/9/2019		35.70	
Total One Call Concepts					35.70	22738
Oregon Department of Revenue						
Bill	1/17/2019	ORS...	1/27/2019		59.71	
Total Oregon Department of Revenue					59.71	22739
Republic Services #452						
Bill	1/11/2019	Inv#0...	1/21/2019		34.25	
Bill	1/11/2019	Inv#0...	1/21/2019		33.95	
Total Republic Services #452					68.20	22740
Smith-Wagar Consulting						
Bill	1/11/2019	Inv# 4...	1/21/2019		2,775.00	
Total Smith-Wagar Consulting					2,775.00	22741
Staples Credit Plan						
Bill	1/15/2019	Closi...	1/25/2019		484.35	
Total Staples Credit Plan					484.35	22742
Ultrex						
Bill	1/10/2019	Inv67...	1/20/2019		155.00	
Total Ultrex					155.00	22743
Verizon						
Bill	1/17/2019	Inv 98...	1/29/2019		522.17	
Total Verizon					522.17	22744
TOTAL					<u>17,054.12</u>	

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01/24/19

City of Adair Village
Unpaid Bills Detail
As of January 24, 2019

Type	Date	Num	Due Date	Aging	Open Balan...	
AI's Sweeping Service						
Bill	1/22/2019	Inv#7...	2/1/2019		750.00	
Total AI's Sweeping Service					750.00	22748
Best Pots Inc						
Bill	1/24/2019	Inv# ...	2/3/2019		82.60	
Total Best Pots Inc					82.60	22749
Century Link						
Bill	1/24/2019	1-16-...	2/3/2019		86.01	
Total Century Link					86.01	22750
CIS TRUST						
Bill	1/22/2019	GAS...	2/1/2019		200.00	
Total CIS TRUST					200.00	22751
Consumers Power Inc.						
Bill	1/24/2019	1/17/...	2/15/2019		3,174.51	
Total Consumers Power Inc.					3,174.51	22752
Edge Analytical Laboratories						
Bill	1/22/2019	Inv# 1...	2/1/2019		190.80	
Total Edge Analytical Laboratories					190.80	22753
Oregon City Planning Directors Assoc						
Bill	1/22/2019	2019 ...	2/1/2019		215.80	
Total Oregon City Planning Directors Assoc					215.80	22754
Pacific Power/PacificCorp						
Bill	1/22/2019	1/30/19	2/1/2019		2,499.94	
Total Pacific Power/PacificCorp					2,499.94	22755
RG Smith Electric & Plumbing Inc						
Bill	1/22/2019	Inv# 1...	2/1/2019		3,993.08	
Bill	1/24/2019	Inv# 1...	2/3/2019		5,127.28	
Total RG Smith Electric & Plumbing Inc					9,120.36	22756
TOTAL					16,320.02	

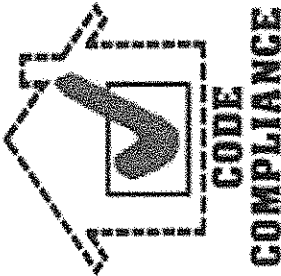
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1/24/19

8:09 AM
01/31/19

City of Adair Village
Unpaid Bills Detail
As of January 31, 2019

Type	Date	Num	Due Date	Aging	Open Balan...	
American Business Software, Inc Bill	1/29/2019	Inv# 1...	2/8/2019		60.60	
Total American Business Software, Inc					60.60	22757
Bank of America Bill	1/29/2019	12-24...	2/8/2019		670.13	
Total Bank of America					670.13	22758
Benton County, Oregon Bill	1/31/2019	Inv# 3...	2/10/2019		4,513.25	
Total Benton County, Oregon					4,513.25	22759
City of Corvallis Bill	1/29/2019	Inv# 2...	2/28/2019		200.15	
Bill	1/29/2019	Inv# 2...	2/28/2019		247.76	
Total City of Corvallis					447.91	22760
Edge Analytical Laboratories Bill	1/25/2019	Inv# 1...	2/4/2019		37.80	
Bill	1/31/2019	Inv# 1...	2/10/2019		153.00	
Total Edge Analytical Laboratories					190.80	22761
Ferguson Enterprises Bill	1/29/2019	Inv# 0...	2/8/2019		72.73	
Total Ferguson Enterprises					72.73	22762
Hendrix Heating & Air Bill	1/29/2019	Quote...	2/8/2019		4,859.70	
Total Hendrix Heating & Air					4,859.70	22763
Oregon DEQ Bill	1/29/2019	Due ...	2/8/2019		14,268.00	
Total Oregon DEQ					14,268.00	22764
Oregon Water Resources Department Bill	1/29/2019	Inv# 1...	2/8/2019		100.00	
Total Oregon Water Resources Department					100.00	22765
Photo Electric Bill	1/31/2019	Inv# 1...	2/10/2019		8,316.00	
Total Photo Electric					8,316.00	22766
Secretary of State Audits Division Bill	1/29/2019	2018 ...	2/8/2019		200.00	
Total Secretary of State Audits Division					200.00	22767
Ultrex Bill	1/29/2019	Inv67...	2/8/2019		155.00	
Total Ultrex					155.00	22768
TOTAL					<u>33,854.12</u>	

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1/31/19

	Willamette Valley Processors, LLC 12/29/18 through 1/30/19
End of Month	

CSO	Jerry Jackson	
Hours Worked:	80.5 Hrs.	
Complaint Total:	Monthly Case Load	
	Citizen Complaints 2 Self-initiated 8 Total Calls 10	

A19-001	1/2/18 8:16 AM	43.220	Parked blocking the sidewalk	5238 NE Laurel Dr	Warning 0510
A19-002	1/2/19 11:53 AM	43.220	Parked blocking the sidewalk	5226 NE Laurel Dr	Warning 0511
A19-003	1/11/19 9:02 AM	40.470	Garbage cans left out	133 NE Columbia	Warning 0512
A19-004	1/11/19 8:56 AM	40.610(5)(b)	2 vehicles with expired plates	8251 Hyacinth Ct	Warning Letter
A19-005	1/14/19 11:40 AM		Vehicle left blocking the road	Arnold & Ryals (100' East intersection)	Called dispatch BCSO
A19-006	1/23/19 12:00 AM	43.220	Parked in the grass	29416 Newton Rd	Sent warning letter for unpaid fine

A19-007	1/23/19 11:04 AM		Tree laying on fence is a possible hazard	164 NE Azalea Dr	Inspection done 1/23/19
A19-008	1/25/19 9:25 AM		Dog barking complaint	113 NE Columbia	Talked to occupant
A19-009	1/25/19 10:25 AM		Dog at large	6045 William R Carr, Unit 1	Took the dog to the owner
A19-010	1/29/18 8:41 AM		Dog off leash	Laurel & William R Carr	Verbal Warning

Parking Report Total 5

Wrong Way Driving 0

On yellow curb 0

Prohibited Parking 5

Grass/Vegetation Warnings 0

Citizen Assist Total 2

Trash Container -- 1

Solid Waste/Littering - 0

Vacation assist/ 0

Animal Control Total 3

Noise 1

Animal at large 1

Livestock/Dog Violations 1

Animal Control: Sheriff's Office Animal Control Officer while cover calls by citizens in regard to Dogs at Large.

Parking:

City Assist:

- Emergency Management – FEMA Train-the-trainer school for CERT (Emmitsburg, Md. rescheduled for July with Benton County.
- Daily Patrol



PUBLIC WORKS
OPERATIONS AND MAINTENANCE REPORT
PERIOD: 12/20/2018 TO 1/20/2019

WATER USE / DISTRIBUTION REPORT

WATER USE REPORT

Water Produced: 4,379.546 Million Gallons

Average Usage per Day 145k

Water Loss:

WATER DISTRIBUTION REPORT

Maintenance Activity. The Northwest tank has been inspected and repaired. Staff will clean and begin filling the tank on January 31st. We expect the tank to be filled and back online by February 8th. Staff conducted several locates in the last month for communication projects and new gas lines running to the new subdivision.

Collected Monthly, Bacterial Sample: Results were clean.

Collected quarterly, First quarter samples for 2019 will be taken in the coming few weeks.

WASTEWATER TREATMENT REPORT

Flows are down for this time of year with less rain. Discharge to the river is way down from previous years. Staff continues to do daily labs and check as to our permit. We are still waiting for our lift station pump to be finished at the repair shop soon.

Discharged: Discharge to the river has begun and will continue until the end of April.

STORM WATER COLLECTION SYSTEM REPORT

Maintenance Activity: Most all leaves are removed from the streets and with the lack of rain fall there have been no issues to report.

STREETS MAINTENANCE REPORT

Maintenance Activity: Streets are in good shape.

CITY HALL / PARKS AND WETLANDS

Maintenance Activity: Staff has sent mowers and tractors to the shop to do maintenance on them for the upcoming mowing and clean up season.

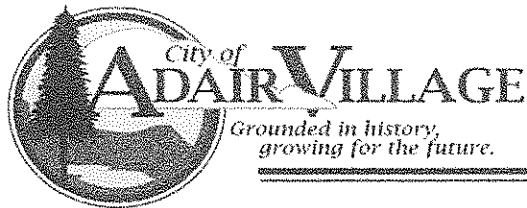
WATER TREATMENT PLANT

Maintenance Activity: Staff did have an issue at the water treatment plant at the first of the month. We had a heater go out in our chemical room which caused the chemicals to become too cold. After several hours of trouble shooting we were able to fix the issue with no interruption of water. Demand remains low for now and the plant will be back to running 3 days a week once the Northwest tank is back online.

WASTEWATER TREATMENT PLANT

Maintenance Activity: The wastewater treatment plant continues to run very well. All winter sampling for our discharging to the river has been excellent this year.

Completed by Matt Lydon, Public Works Supervisor



CITY ADMINISTRATOR'S REPORT February 5, 2019 Council Meeting

Administration

- **Caselle Software** – We are working with Caselle to develop a timeline for going live with our new utility billing software. We put an article in the news letter this month and we will do that for several months to let people know.
- **Update Microsoft Outlook** – The Mayor and I are going to start updating some of the City software including Microsoft Outlook. This should take care of any of the Security warning issues we have had.

Property/Businesses

- **AVIS** – The parties involved are finishing the work plan for DEQ. It was submitted and DEQ had some things to change and address
- **Barracks** – Currently the heating and cooling systems are being installed and once that is complete we can begin insulation and sheetrock. The budget so far has been right on..
- **Farm Foods, Sweet Taste, and Store** – I am working with Jim Jones to address some issues with the venting system and an oil smell coming from the fryers. The bakery seems to be doing well and business has been up this month. I have been talking with the store they are going to be doing some cleanup and look to paint the building this spring.

Major Projects/Engineering

- **Calloway Creek** – Davis construction is working on several foundations at this time and they have one house framed and roofed. Davis construction has also pulled 6 more permits totaling 15 now.
- **Cornelius Property**– I have not received the application for this so it will probably be in March before the planning commission gets it.
- **SCS Property** –I met with the developers again last month and they are diligently working on their application. They are hoping to submit it sometime in February so that it can go to planning commission in March.
- **William R. Carr Subdivision** – I talked with Brian and his planner and they are still working on getting quotes to hopefully begin dirt work this spring.
- **Water Tanks** – We drained the first tank and the surety company had a company come in and reseal all off the spray in liner. We are now filling the tanks, once we get some dry days we will see if the fix works. Depending on those results we will decide if we are going to drain the other tank.

ADAIR VILLAGE PATROL

December 25, 2018 - January 24, 2019

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		
12/25/2018	4940	1.00	day	Bowers	0						no calls for service from 1000-1100
12/25/2018	4960	1.00	swing	Gevatosky	0						patrolled from 1830-1900 and 2300-2330
12/27/2018	4971	1.00	swing	Blaser	0						no activity
12/27/2018	4972	1.50	swing	Seirup	0						patrolled from 1930-2100;
12/29/2018	4986	2.00	grave	B. Iverson	0						no activity between 2320-0120
12/29/2019	4988	1.00	day	Pratt	0						patrolled from 1030-1130; no activity
12/29/2018	4993	1.00	swing	Williams	4						1 traffic stop for wrong way on a 1 way (out of state); patrolled from 1850-1950
12/30/2018	4997	1.00	grave	Halahuni	0						patrolled from 0000-0100; no activity
12/30/2019	5001	0.50	day	Fontaine	0						routine patrol from 0835-0905
12/31/2018	5007	1.00	swing	Gevatosky	0						patrolled Neighborhoods, School, Businesses, Parks and new development construction site from 0000-0100
12/31/2019	5015	1.75	day	Gordon	0						traffic stop for DUII from 1620-1805
12/31/2018	1	1.50	grave	Weikel	1						patrolled Neighborhoods, School, Businesses, Parks and new development construction site from 2300-0030
1/1/2019	6	1.00	day	Bowers	0						no calls for service between 1530-1430
1/2/2019	11	5.50	swing	Konzelman	0	1					one warning for license plate light; patrolled from 1915-2045 and 2155-0155
1/1/2019	12	1.00	grave	Halahuni	0						patrolled fro 0130-0230; no activity
1/2/2019	14	1.50	grave	Drongesen	0						no activity between 0430-0800
1/2/2019	29	1.00	swing	Blaser	0	1					one warning for speed between 2150-2250
1/3/2019	31	2.00	grave	B. Iverson	0						patrolled from 2310-0115; no activity
1/4/2019	38	1.00	swing	Seirup	0						patrolled neighborhoods, businesses, school, park, and roads from 0045-0130
1/4/2019	39	1.00	swing	Konzelman	0	1					1 warning given for failure to maintain lane
1/4/2019	40	1.00	grave	Hardison	0	1					patrolled neighborhoods, businesses, school and park from 0120-0220; one warning given for traffic violation; 1 call for service
1/4/2019	41	2.00	grave	Peterson	0						no activity between 0030-0230
1/4/2019	43	1.00	day	Pratt	0						patrolled from 1100-1200; no activity
1/6/2019	64	1.50	swing	Williams	0						no activity between 2215-0015
1/7/2019	74	1.00	grave	Halahuni	0	1					1 traffic stop w/warning between 0150-0250
1/9/2019	114	1.00	grave	Weikel	0						patrolled from 0530-0630; no activity
1/9/2019	123	1.00	grave	Peterson	0						no activity
1/10/2019	125	1.00	grave	Hardison	0						one call take from 0022-0127
1/10/2019	135	1.00	day	Bowers	0						one call for service
1/10/2019	140	1.00	swing	Blaser	0	1					warning given for fail to maintain lane; checked equipment at the new housing development
1/11/2019	146	1.00	day	Pratt	0						no activity between 0900-1000
1/11/2019	158	2.00	day	D. Iverson	2						female arrested for assault 4 on Laurel Place
1/11/2019	159	2.00	day	Lundy	2						assist for case 159
1/12/2019	174	1.50	day	Horn	0	1					Disc Golf tournament at park; one traffic stop
1/12/2019	175	0.50	day	Fontaine	0						patrolled from 1050-1110; no activity
1/13/2019	178	0.50	grave	Bail	0						speed enforcement on Hwy 99W from 2330-0000; patrolled new construction
1/13/2019	179	1.25	swing	Williams	3						patrolled park and streets from 1900-1930 on 1/13, 0100-0130 on 1/13, and 2030-2045 on 1/14
1/13/2019	182	1.50	day	Horn	0	1					1 traffic stop
1/13/2019	188	1.00	swing	Gevatosky	0	1					1 warning for speed between 1705-1805
1/13/2019	190	1.75	swing	Moser	0	1					one warning for lighting violation given between 2100-2245; patrolled parks and school
1/13/2019	191	1.00	swing	Seirup	0						patrolled schools, neighborhoods and businesses from 2200-2300;
1/14/2019	202	1.00	day	Gordon	0	1					one warning for speed; patrolled from 1445-1545
1/15/2019	207	1.50	grave	Drongesen	0						patrolled from 0030-0200; no activity

	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	3,534.42	1,700.00	1,834.42	207.91%	3,534.42	1,700.00	1,834.42	207.91%
Total 4010 - Government Sources	131,306.60	317,300.00	-185,993.40	41.38%	110,346.90	25,800.00	84,546.90	427.71%
Total 4020 - Rental Income	49,571.72	109,020.00	-59,448.28	45.47%	49,571.72	109,020.00	-59,448.28	45.47%
Total 4030 - Fees	486,280.07	906,196.00	-419,915.93	53.66%	1,390.00	45,000.00	-43,610.00	3.09%
Total 4050 - Other Income	31,334.96	58,100.00	-26,765.04	53.93%	29,003.36	55,200.00	-26,196.64	52.54%
4050 - Interest	12,493.68	7,500.00	4,993.68	166.58%	12,493.68	7,500.00	4,993.68	166.58%
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	714,521.45	2,712,790.00	-1,998,268.55	26.34%	206,342.08	637,220.00	-430,877.92	32.38%
Gross Profit	714,521.45	2,712,790.00	-1,998,268.55	26.34%	206,342.08	637,220.00	-430,877.92	32.38%
Expense								
5000 - Personal Services								
5010 - City Administrator	56,694.00	96,399.00	-39,705.00	58.81%	19,842.90	33,740.00	-13,897.10	58.81%
5016 - Utility/Court Clerk	21,244.73	36,090.00	-14,835.27	58.88%	4,248.94	7,216.00	-2,967.06	58.88%
5018 - Finance Clerk	10,183.51	17,812.00	-7,628.49	57.17%	1,527.53	2,672.00	-1,144.47	57.17%
5025 - Summer Program Coordinator	3,622.22	12,966.00	-9,343.78	27.94%	3,622.22	12,966.00	-9,343.78	27.94%
5050 - Public Works Supervisor	30,560.18	53,605.00	-23,044.82	57.01%	-3.51	0.00	3.51	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	20,471.71	0.00	20,471.71	100.0%	0.00	0.00	0.00	0.0%
5058 - Utility Worker I	2,957.50	0.00	2,957.50	100.0%	975.00	0.00	975.00	100.0%
5064 - Intern	50.00	0.00	50.00	100.0%	50.00	0.00	50.00	100.0%
5081 - Employee Health Ins Benefits	36,193.18	86,940.00	-50,746.82	41.63%	5,066.76	12,691.00	-7,534.24	40.21%
5082 - Retirement Benefits	27,434.02	52,834.00	-25,399.98	51.83%	6,309.84	11,709.00	-5,399.16	53.89%
5085 - Employment Taxes	13,433.55	35,290.00	-21,856.45	38.07%	3,090.22	7,821.00	-4,730.78	39.51%
5000 - Personal Services - Other	292.50	0.00	292.50	100.0%	0.00	0.00	0.00	0.0%
Total 5000 - Personal Services	223,137.10	430,420.00	-207,282.90	51.84%	44,729.90	88,725.00	-43,995.10	50.41%
Total 5100 - Material & Services	278,796.13	621,775.00	-342,978.87	44.84%	127,212.31	263,625.00	-136,412.69	48.26%
Total 5300 - Capital Outlay	126,311.70	300,000.00	-173,688.30	42.1%	23,525.70	100,000.00	-76,474.30	23.53%
Total 5400 - Debt Service	88,178.82	208,724.00	-120,545.18	42.25%	11,126.83	22,254.00	-11,127.17	50.0%
Total 5500 - Transfers	0.00	39,999.00	-39,999.00	0.0%	0.00	17,355.00	-17,355.00	0.0%
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	1,055,272.00	-1,055,272.00	0.0%	0.00	99,261.00	-99,261.00	0.0%
Total Expense	716,423.75	2,712,790.00	-1,996,366.25	26.41%	206,594.74	637,220.00	-430,625.26	32.42%
Net Income	-1,992.30	0.00	-1,992.30	100.0%	-252.66	0.00	-252.66	100.0%

	Storm Drain Fund			Street Fund		
	Jul '18 - Jun 19	Budget	% of Budget	Jul '18 - Jun 19	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			20,957.70	61,500.00	34.06%
Total 4020 - Rental Income	0.00			0.00		
Total 4030 - Fees	10,204.92	21,900.00	46.6%	0.00		
Total 4050 - Other Income	0.00	200.00	0.0%	0.00	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	0.0%	0.00	60,200.00	0.0%
Total Income	10,204.92	33,100.00	30.83%	20,957.70	121,900.00	17.19%
Gross Profit	10,204.92	33,100.00	30.83%	20,957.70	121,900.00	17.19%
Expense						
5000 - Personal Services						
5010 - City Administrator	2,832.20	4,819.00	58.77%	2,837.20	4,820.00	58.86%
5016 - Utility/Court Clerk	1,062.24	1,804.00	58.89%	0.00		
5018 - Finance Clerk	509.19	891.00	57.15%	509.19	891.00	57.15%
5025 - Summer Program Coordinator	0.00			0.00		
5050 - Public Works Supervisor	1,530.51	2,660.00	57.11%	3,062.04	5,361.00	57.12%
5052 - Utility Worker III	0.00	1,925.00	0.0%	0.00	3,849.00	0.0%
5054 - Utility Worker II	1,023.38			2,047.19		
5058 - Utility Worker I	130.00			162.50		
5064 - Intern	0.00			0.00		
5081 - Employee Health Ins Benefits	1,809.56	4,347.00	41.63%	2,171.48	5,369.00	40.3%
5082 - Retirement Benefits	1,371.68	2,508.00	54.69%	1,646.02	3,087.00	53.32%
5085 - Employment Taxes	671.76	1,675.00	40.11%	806.13	2,062.00	39.1%
5000 - Personal Services - Other	32.50			0.00		
Total 5000 - Personal Services	10,973.22	20,649.00	53.14%	13,241.75	25,459.00	52.01%
Total 5100 - Material & Services	282.81	6,500.00	4.35%	12,769.92	20,250.00	63.06%
Total 5300 - Capital Outlay	0.00			0.00		
Total 5400 - Debt Service	0.00			0.00		
Total 5500 - Transfers	0.00	1,435.00	0.0%	0.00	2,501.00	0.0%
5700 - Contingency	0.00	4,100.00	0.0%	0.00		
7777 - Reserve for Future Expenditure	0.00	416.00	0.0%	0.00	73,690.00	0.0%
Total Expense	11,256.03	33,100.00	34.01%	26,011.67	121,900.00	21.36%
Net Income	-1,051.11	0.00	100.0%	-5,053.97	0.00	100.0%

	Wastewater Fund			Water Fund		
	Jul '18 - Jun 19	Budget	% of Budget	Jul '18 - Jun 19	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	0.0%	0.00	200,000.00	0.0%
Total 4020 - Rental Income	0.00			0.00		
Total 4030 - Fees	117,748.50	220,420.00	53.42%	356,935.65	559,000.00	63.86%
Total 4050 - Other Income	0.00	1,000.00	0.0%	2,331.60	1,500.00	155.44%
4060 - Interest	0.00			0.00		
Total 4080 - Transfers In	0.00			0.00		
4090 - Beginning Fund Balance	0.00	6,000.00	0.0%	0.00	450,000.00	0.0%
Total Income	117,748.50	257,420.00	45.74%	359,268.25	1,210,500.00	29.68%
Gross Profit	117,748.50	257,420.00	45.74%	359,268.25	1,210,500.00	29.68%
Expense						
5000 - Personal Services						
5010 - City Administrator	8,504.10	14,460.00	58.81%	22,677.60	38,560.00	58.81%
5016 - Utility/Court Clerk	5,311.18	9,020.00	58.86%	10,622.37	18,040.00	58.86%
5018 - Finance Clerk	3,055.06	5,343.00	57.16%	4,562.54	8,015.00	57.16%
5025 - Summer Program Coordinator	0.00			0.00		
5050 - Public Works Supervisor	7,652.54	13,401.00	57.1%	18,316.60	32,163.00	56.96%
5052 - Utility Worker III	0.00	11,546.00	0.0%	0.00	21,172.00	0.0%
5054 - Utility Worker II	6,141.51			11,259.43		
5058 - Utility Worker I	650.00			1,040.00		
5064 - Intern	0.00			0.00		
5081 - Employee Health Ins Benefits	9,049.86	20,528.00	44.06%	18,095.52	44,075.00	41.06%
5082 - Retirement Benefits	5,898.31	11,126.00	53.01%	12,208.17	24,404.00	50.03%
5085 - Employment Taxes	2,953.76	7,431.00	39.75%	5,911.68	16,301.00	36.27%
5000 - Personal Services - Other	0.00			260.00		
Total 5000 - Personal Services	49,216.32	92,857.00	53.0%	104,975.91	202,730.00	51.78%
Total 5100 - Material & Services	42,941.66	88,800.00	48.36%	95,589.43	182,600.00	52.35%
Total 5300 - Capital Outlay	0.00			102,766.00	200,000.00	51.39%
Total 5400 - Debt Service	29,248.00	51,470.00	56.83%	47,803.99	135,000.00	35.41%
Total 5500 - Transfers	0.00	6,445.00	0.0%	0.00	12,263.00	0.0%
5700 - Contingency	0.00	6,500.00	0.0%	0.00		
7777 - Reserve for Future Expenditure	0.00	11,348.00	0.0%	0.00	477,507.00	0.0%
Total Expense	121,405.98	257,420.00	47.16%	351,155.33	1,210,500.00	29.01%
Net Income	-3,657.48	0.00	100.0%	8,112.92	0.00	100.0%



STAFF REPORT
Attachment G – Financial Report
 February 5, 2019 Council Meeting

Totals - Income shown for Fiscal Year 2019 is \$714,521.45. (26.34% of budget) and Expenses are \$716,423.75 (26.41% of budget), which shows a Net Income of -\$1,902.30 for all funds.

Category	Expenses	Percent of Budget
Personal Services	\$223,137.10	51.84%
Materials & Supplies	\$278,796.13	44.84%
Capital Outlay	\$126,311.70	42.10%
Debt Service	\$88,178.82	42.25%

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	206,342.08	206,594.74	-252.66
Storm Drain	10,204.92	11,256.03	-1,051.11
Streets	20,957.70	26,011.67	-5,053.97
Wastewater	117,748.50	121,405.98	-3,657.48
Water	359,268.25	351,155.33	8,112.92
TOTAL	\$714,521.45	\$716,423.75	-1,902.30

We have approximately **\$1,227,797.97** in the Local Government Investment Pool (LGIP). Last month we had **\$1,227,797.97**. Last year on 02/20/2018 we had **\$1,039,248.66**.

IT hasn't been entered into QuickBooks yet but we have \$1,374,442.23 in the LGIP

CITY PROPOSAL February __, 2019
City of Adair Village
Ordinance 2019-

An ordinance granting a franchise agreement between the City of Adair Village (City) and Alyrica Networks, Inc. (Grantee) and dated this _____ day of _____, 2019.

1. **Grant of Franchise.** City grants to Grantee, its successors and assigns, a non-exclusive franchise to construct, operate and maintain telecommunications facilities in, under, and over the surface of the City's Public Rights-of-Way ("Franchise") subject to the terms of this Agreement.

2. **Term.** The initial term of this Franchise shall be for ten years from the effective date of this ordinance, unless terminated sooner as provided in this Agreement. Thereafter, the Agreement shall automatically renew for up to five renewal terms of one year each, unless terminated by either party by giving written notice of its intention to terminate not less than sixty (60) days prior to the end of any renewal term. Every three (3) years, beginning after the adoption of this Franchise, Grantee shall present to the City Council a general overview of Grantee's current and future operations within the City. The intent behind this presentation is to keep the Council informed of Grantee's current and future services, development, and infrastructure. Council will contact Grantee to setup the presentation date and time; Grantee will not be obligated to make any presentation unless contacted by the City Council.

3. **Fee.** In consideration of the rights and privileges granted by this Franchise, the Grantee shall provide the following compensation to City:
 - 3.1 Grantee shall pay annually as a franchise fee to the City an amount equal to five percent (5%) of Grantee's annual Gross Revenues, as defined in Section 3.4 below or Three Thousand Dollars (\$3000) per year, whichever is greater. At the end of the initial term, the franchise fee shall be either five percent (5%) of Grantee's annual Gross Revenues or Three Thousand and Five Hundred Dollars (\$3500), whichever is greater. During the initial five years of this Franchise, Grantee may, in lieu of the Franchise fees provided in Section 3, above, provide (1) dedicated, non-shared 1000mbit/second internet connection at each of the below listed locations:
 - 3.1.1 City Hall, 6030 NE William R Carr Ave

 - 3.2 Notwithstanding any provision herein to the contrary, at any time during the term of this Franchise, City may elect by way of City Council ordinance or resolution to increase the franchise fee amount imposed on all telecommunications franchisees, as may then be allowed by State law and the Federal Telecommunications Act of 1996, Section 253. City shall provide Grantee written notice of such increase following the adoption of the applicable ordinance by City. The increase shall be effective sixty (60) days after City has provided Grantee with such notice.

 - 3.3 The parties acknowledge and agree that for any facilities not contemplated

under this Agreement, Grantee shall be subject to additional agreements and may be charged added compensation, which shall be memorialized in writing.

- 3.4 Gross Revenues means any and all compensation in whatever form (grant, subsidy, exchange, or otherwise) received directly or indirectly by Grantee for any Communications Services (as defined below) provided to a customer located within the City, including but not limited to: revenues from customers; any fees related to Grantee's Communications Services; use, access, or attachment charges paid to the Grantee by other Communications Services or carriers, and revenue from the sale or lease of any Grantee Facilities, including wire, cable, facility, pole, duct, conduit or similar transmission equipment. All such revenues remain subject to applicable federal statutes and exceptions including those that may exclude revenues from internet access services. Customers who are served solely via wireless, which is provided using no other wireline connection from Grantee, will not be included in Gross Revenues, wherever located.
4. **Payment.** Franchise fees will be due and payable annually, thirty (30) days after the effective date of this Ordinance. Franchise fee payments not received by the City on or before the due date shall be assessed interest at the rate of one percent (1%) compounded monthly. Interest shall be due on the entire late payment from the date on which the payment was due until the date on which the City receives the payment.
 - 4.1 The last payment of each calendar year shall be accompanied by a written report to the City, verified by an officer or other authorized representative of Grantee, containing an accurate statement of Grantee's Gross Revenues and the computation basis and method. Such reports shall be in a form satisfactory to the city.
 - 4.2 The initial twelve months after this ordinance is adopted will be considered a "build period". No payment will be required during the build period.
 - 4.3 No acceptance of any payment by the City shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall the acceptance of any payment be construed as a release of any claim the City may have for further or additional sums payable.
 - 4.4 All amounts paid shall be subject to audit and confirmation by the City, provided that such audit is completed within three years of the date the audited payment is due. If no such audit is conducted within the three-year period, then any claim that the City might have had for additional compensation shall be waived.
 - 4.4.1 If Grantee underpaid by 5% or more of the amount due, Grantee shall pay interest on the unpaid amount compounded at the annual rate of three percent (3%) compounded monthly. Interest shall be due on the entire underpayment from the date on which payment was due until the

date on which full payment is received.

- 4.4.2 If the Grantee disputes the City's determination of underpayment, grantee may petition the Linn County Circuit Court for a determination of the amount, if any, owed by Grantee, in accordance with paragraph 11.3.
 - 4.5 All Grantee's books, maps, and records directly concerning its calculation of franchise fee payments to the City shall be open for audit by the City, upon no less than seven (7) days' prior written notice, during normal business hours at a mutually agreeable location within 35 miles of the City.
 - 4.6 Payment of the franchise fee shall not exempt Grantee from the payment of any license fee, permit fee, tax, or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City or any other taxing authority.
5. **Municipal Code, Charter and General Ordinances Apply.** Unless the context requires otherwise or expressly otherwise defined herein, words and phrases used in this Franchise shall have the same meaning as defined in the City Municipal Code. All applicable provisions of the City Municipal Code are incorporated by reference and made a part of this Franchise, specifically including the City's fee schedule as adopted by the City Council. In the event of any inconsistencies between the terms of this Franchise and the Code, this Franchise shall control. The Charter of the City of Adair Village and ordinances, rules, and regulations of the City now in effect or adopted in the future, are incorporated by reference and made a part of this Franchise. Nothing in this Franchise shall be deemed to waive the requirements of the various codes, regulations, and ordinances of the City.
6. **City Regulatory Authority.** In addition to the provisions herein contained, 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, or exercise any other rights, powers, or duties required or authorized under the Constitution of the State of Oregon, the laws of Oregon or City ordinances. Specifically, the City reserves the right to:
- 6.1 Construct, install, maintain, remove, relocate, replace, and operate any City facility, Rights-of-Way, or public place.
 - 6.2 Do any work that City may find desirable on, over, or under any Rights-of-Way or public place in accordance with all applicable federal, state or local regulations.
 - 6.3 Exercise any power that the City currently holds, or may hereafter be authorized or granted by the laws of the State of Oregon or the City Charter or ordinances.
 - 6.4 Abate any nuisance or dangerous condition.

6.5 In addition to the reservations herein and existing applicable ordinances, adopt such additional regulations for the construction, maintenance, and operation of Grantee's Facilities as the City finds necessary in the exercise of its police powers or for the orderly development of the City (including but not limited to: zoning, land use, historic preservation ordinances, standard specifications, design standards and drawings, other safety or construction standards, and other applicable requirements), or for the protection of City Facilities.

7. Indemnity.

7.1 Grantee agrees and covenants to indemnify, defend and hold the City, its officers, agents and employees, harmless from any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees or expenses, arising from any casualty or accident to person or property directly by reason of any negligent construction, excavation or any other act done under this Franchise, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee to keep its Facilities in a safe condition, but not to the extent that such casualty or accident is directly caused by negligence or willful misconduct of the City, its officers, agents or employees or any third party. The City shall provide Grantee with prompt notice of any such claim, which Grantee shall defend with counsel of its own choosing. No settlement or compromise of any such claim will be done by the Grantee without the prior written approval of the City. Grantee and its agents, contractors and others shall consult and cooperate with the City while conducting its defense of the City.

7.2 Grantee also shall indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly, from Grantee's failure to remove, adjust or relocate any of its Facilities in the City Rights-of-Way in a timely manner, when required to do so, unless Grantee's failure arises directly from the City's negligence or willful misconduct.

8. Construction, Relocation, Removal.

8.1 Subject to the terms of this Franchise and the Code, Grantee may construct, operate and maintain its Facilities. All construction and maintenance of any and all of Grantee's Facilities within City Rights-of-Way shall, regardless of who performs such installation or construction, be and remain the responsibility of Grantee. Grantee shall apply for and obtain all permits necessary for installation or construction of any such facilities, and for excavation and laying of any facilities within City Rights-of-Way.

8.2 At least two weeks prior to beginning construction in any City Rights-of-Way, the parties shall provide each other with a construction schedule, including a digging or trenching schedule, so that the parties may coordinate all Right of

Way work and so that they may use any open trenches to repair, move or relocate facilities.

- 8.3 Grantee may make excavations in the City Rights-of-Way, subject to obtaining permits from the City. Prior to doing such work, Grantee must give appropriate notices to any other franchisees, licensees or permittees of the City owning or maintaining facilities that may be affected by the proposed excavation. Grantee shall, at its own expense, restore any damage or disturbance caused to City property as a result of its operation, construction, or maintenance of its Facilities to the same or better condition of such property immediately prior to such damage or disturbance.
- 8.4 In the event that emergency repairs are necessary for Grantee's facilities in City Rights-of-Way, Grantee shall immediately notify the City of the need for such repairs. Grantee may immediately initiate such emergency repairs, and shall apply for appropriate permits the next business day following discovery of the emergency.
- 8.5 Grantee shall comply with the terms and conditions of ORS Chapter 757, governing the location of underground facilities (the "One-Call statutes").
- 8.6 All construction practices and installation of equipment shall be done in accordance with all applicable sections of the then current version of the National Electric Safety Code, in accordance with good engineering practices and performed by qualified maintenance and construction personnel.
- 8.7 The Grantee shall at all times employ ordinary care and shall use industry accepted methods and devices preventing failures and accidents. To the extent possible, the Grantee shall use utility poles, conduits and other facilities already existing in the City Rights-of-Way.
- 8.8 Whenever any existing utilities are located underground within a public right of way of the City, Grantee shall also locate its facilities underground. Any and all such installation and relocation under this paragraph shall be without expense to the City.
- 8.9 Relocation of Facilities. City shall have the right to require Grantee to change the location of any facilities within the public Rights-of-Way when the public convenience requires such change; and the expense thereof shall be paid by Grantee. If relocation is for the benefit of a private organization the expense of the relocation will be paid by the person or entity requesting such relocation, and the Grantee may require a cash deposit equal to the estimated cost of the relocation. Should Grantee fail to remove or relocate any such Facilities by the date established by City, the City may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. City shall give Grantee reasonable advanced written notice to relocate its facilities prior to the date established by the City as the deadline for relocation. If at any time, in case of

fire or other disaster in the Franchise territory, it shall become necessary in the reasonable judgment of City to cut or move any facilities, such cutting or moving may be done and any repairs rendered necessary thereby shall be made by Grantee, at its sole expense. City shall indemnify, protect and hold Grantee, its officers, employees and agents harmless against and from all damages, claims, loss, liability, cost or expense resulting from damage to property, or injury or death, to any third person caused by Grantor's cutting or moving any of the wires, equipment or other facilities. City shall take reasonable efforts to notify Grantee prior to acting under this subsection.

8.10 Upon completion of construction of any new Facilities, Grantee shall promptly furnish City with two (2) sets of "as built" plans showing the exact location and construction details of all of Grantee's Facilities. New plans will be furnished promptly for any additions or modifications. All plans shall be full sized "as built" plans unless mutually agreed to otherwise.

8.11 **Discontinuance.** Whenever Grantee intends to discontinue using any Facilities, Grantee shall submit for City's approval a complete description of the Facilities and the date on which the Grantee intends to discontinue using the Facilities. Grantee may remove the Facilities or request that City permit it to remain in place. City may require the Grantee to remove the Facilities. Grantee shall complete such removal in accordance with a schedule set by City. Until such time as Grantee removes the Facilities as directed by City, or until the rights to and responsibility for the Facilities are accepted by another person having authority to construct and maintain such Facilities, Grantee shall be responsible for all necessary repairs and relocations of the Facilities, as well as street repairs, in the same manner and degree as if the Facilities were in active use, and Grantee shall retain all liability for such Facilities.

9. **Reservation of City Rights.**

9.1 Nothing in this Franchise shall be construed to prevent the City from constructing sewers, water systems, electric systems, grading, paving, repairing or altering any street or constructing or establishing any other public work or improvement. Grantee's Facilities shall be constructed and maintained in such manner as not to interfere with City sewers, water systems, electric systems or any other Facilities of the City.

10. **Assignment.** Grantee's rights under this Franchise may not be assigned or transferred without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No such consent shall be required for an assignment by Grantee to a corporate affiliate; provided, however, that the Grantee, not more than thirty (30) calendar days following such assignment, provides the City with written notice of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement.

10.1 Grantee and the proposed assignee or transferee shall provide and certify the following information to the City not less than sixty (60) days prior to the

proposed date of transfer or assignment:

- 10.1.1 Complete information setting forth the nature, terms and condition of the proposed transfer or assignment;
 - 10.1.2 All information required of a telecommunications franchise applicant with respect to the proposed transferee or assignee; and
 - 10.1.3 Any other information reasonably required by the City.
- 10.2 No transfer shall be approved unless the assignee or transferee has the legal, technical, financial and other requisite qualifications to comply with the terms of this Franchise.
- 10.3 Grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign the Franchise.
- 10.4 Any transfer or assignment of this Franchise without prior approval of the City under this section shall be void.

11. Miscellaneous Provisions.

- 11.1 If any section, provision, or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of this Franchise shall not be affected, unless the City determines such section, provision, or clause was material to the City's agreement to grant the Franchise to the Grantee.
- 11.2 Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.
- 11.3 This Franchise should be governed by the laws of the State of Oregon. Any litigation between the City and the Grantee arising under or regarding this Franchise shall occur, if in the state courts, in the Linn County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 11.4 Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), or (3) sent by facsimile transmission addressed as follows, or to such other address as the receiving party shall specify in writing:

If to the City: City of Adair Village
Attn: City Administrator
6030 NE William R Carr Ave
Adair Village, OR 97330
FAX: 541-230-5219

If to the Grantee: Alyrica Networks, Inc.
Attn: General Counsel, Alyrica
521b N. 19th St.
Philomath, Oregon 97370

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three business days after depositing in the United States mail, one business day after shipment by commercial air courier or the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

12. **Other Authority Superseded.** Upon effectiveness of this Franchise, any and all authority to operate previously granted to Grantee by the City shall be superseded by this Franchise.

13. **Insurance.**

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence, Combined Single Liability (C.S.L.) [\$2,000,000] General Aggregate
Auto Liability including coverage On all owned, non-owned hired Hired autos Umbrella Liability	[\$1,000,000] per occurrence C.S.L.
Umbrella Liability	[\$1,000,000] per occurrence C.S.L.

B. The City shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the City with current certificates of insurance evidencing such coverage upon request.

D. The limits of the insurance shall be subject to any changes as to maximum constitutional and statutory limits of liability imposed on municipalities of the State of Oregon during the term of the Franchise.

14. **Counterparts.** This Agreement may be executed by the Parties in one or more counterparts.
15. **Revocation and Termination.** In addition to all other rights which City has pursuant to law or in equity, City reserves the right to revoke, terminate, or cancel this Franchise, and all rights and privileges pertaining thereto, in the event that Grantee violates any material provision of this Franchise. The provisions pertaining to excavation and restoration; provision of City internet services, relocation, compensation, damages, insurance, and transfer are hereby deemed to be material to the performance of this Franchise. Further, revocation may occur upon the following:
 - A. Grantee practicing any fraud upon Grantor or any Subscriber, as determined by final court adjudication specifically finding the existence of such fraud.
 - B. Grantee becoming insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt.
 - C. Grantee misrepresenting a material fact in the application for or negotiation of, or renegotiation of, or renewal of, this Franchise.
16. **Revocation Procedures.**
 - 16.1 City shall provide Grantee with a written notice stating the cause of the revocation or termination and its intent to terminate or revoke the Franchise. City shall allow Grantee a minimum of thirty (30) days after service of the notice in which to correct or begin substantial correction of the violation. If, at the end of the thirty (30) day period, Grantee has not corrected or made substantial progress towards correction of the matter, the Franchise shall, at the option of City, become null and void and Grantee shall thereafter be entitled to none of the privileges or rights herein extended to it under this Franchise. City may at its option, pursue any other and different or additional remedy provided to it by law or in equity.
 - 16.2 Grantee shall be provided with an opportunity to be heard at a public hearing before the City Council prior to the termination or revocation of the Franchise. The City Council shall hear any persons interested therein, and shall determine whether or not any failure, refusal, or neglect by Grantee has occurred.
 - 16.3 Any revocation of this Franchise shall be by formal action of the City Council by ordinance.
 - 16.4 For repeated violations of this Franchise occurring without good cause, City may, and in addition to any other remedies provided herein, assess damages against Grantee for failure to adhere to material provisions of this Franchise. In lieu of revocation as described above, damages of One Hundred Dollars

(\$100.00) per day for each material violation may be assessed. The imposition of liquidated damages is subject to the notice, hearing, and timeline requirements as provided in this subsection 15. Grantee shall be liable for full payment of all liquidated damages imposed under this Section.

16.5 Grantee may seek judicial review of any City Council decision to terminate or revoke this Franchise in accordance with paragraph 11.3, above. Upon such judicial review, the court shall try the matter granting any deference due to Grantee under Oregon law. Additionally, upon such judicial review, Grantee may also bring any and all other claims, in law or equity, in tort or contract, relating to or in any way arising out of the City's termination or revocation of this Franchise.

17. **Administrative Fee.** Grantee agrees to pay City the actual costs of administering this Agreement, including the costs related to administrator time spent reviewing drafts, negotiating with Grantee, and the costs of legal review. Such amount not to exceed \$3,000.

Adopted by the City Council of the City of Adair Village this ____ day of _____, 2019.

First reading
Second reading
Adoption
Effective

Approved:

Attest:

, Mayor

, City Administrator

Accepted: Grantee accepts the Franchise and Ordinance and agrees to be bound by its lawful terms and conditions.

By: _____

Date: _____

Printed Name: _____

Title: _____

Budget 2019-2020 Time Line & Process

<u>Date</u>	<u>Action</u>
Feb 5 th	Council Appoints Budget Officer
Feb & Mar	City Staff Prepares Budget by Fund
March 27 th	<p>“Notice of Budget Committee Meeting” sent to each street address within city limits. Notice contains date, time, and location of meeting. Committee will receive budget, hear budget message, and take questions and comments from the public.</p> <ul style="list-style-type: none"> ▪ The first Budget Committee Meeting is set for April 16th
April 9 th	Budget Officer finalizes Draft Budget Document and forwards to Budget Committee Members for review
April 16 th	<p>First Budget Committee Meeting – 6:30 p.m.</p> <ul style="list-style-type: none"> ▪ Elect Budget Committee Chair ▪ Discussion of Budget & Budget Message ▪ Public Hearing
May 7 th	<p>Second Budget Committee meeting – 6:00 p.m., before City Council meeting</p> <ul style="list-style-type: none"> ▪ Discussion of Budget Proposal ▪ Possible Uses for State Revenue Sharing ▪ Public Comment on State Revenue Sharing ▪ Approve Budget, Tax Rate & Proposed Tax Levy ▪ Budget Committee Certifies Final Budget Document to Council
May 21 st	<p>Third Budget Committee Meeting – 6:30 p.m.-only if necessary</p> <ul style="list-style-type: none"> ▪ Discussion of Budget Proposal ▪ Approve Budget, Tax Rate & Proposed Tax Levy ▪ Discussion of Proposed Uses for State Revenue Sharing ▪ Budget Committee Certifies Final Budget Document to Council
May 24 th	Approved Budget Published & Available to Public
May 28 th	Meeting Notice for June 4 th Council sent to each street address within city limits. Notice contains Date, Time, and Location of meeting and how to receive a copy of the Budget. Council will receive budget document recommendation from Budget Committee and take questions and comments from the public.
June 4 th	<p>Budget Public Hearing at the regularly scheduled Council Meeting</p> <ul style="list-style-type: none"> ▪ Resolutions to Enact: <ol style="list-style-type: none"> 1. Adopt Budget & State Revenue Sharing 2. Tax Rate 3. Proposed Tax Levy <p>Submit Tax Certification Documents to the County Assessor</p>
June 18 th	Special City Council Meeting, if necessary, to complete required work
July 15 th	Deadline for Filing Budget; and deadline to certify certain Resolutions



DEC 10 2018

6030 William R. Carr Av.
Adair Village, OR 97330
541-745-5507

Commission/Committee You Are Applying To: Planning Commission

Prior to making a decision to submit this application, you are encouraged to contact the committee chair, a city councilor, or the City Administrator to ask any questions you may have.

Name: Barbara Lower Home Phone: 541-230-1226

Residential Address: 242 NE Azalea Dr
Adair Village

Occupation, business, trade or profession: Licensed Nursing Home Administrator/RN

May we contact you at work? Yes Work Phone #: 541-757-1651
 No

May we contact you by e-mail? Yes Address: Barbaralower@comcast.net
 No

Briefly list your community and/or civic activities and any special qualifications, which you believe, are relevant to this position: 17 years as Volunteer on the Adair Rural Fire Department 1994-2011. Former member of the Benton County EMS Advisory board; former member of LBCC Nursing Assistant Training Advisory board. Have lived in Adair since 1985 (homeowner since 1991)

Why are you interested in serving on this Commission or Committee?
It is an opportunity to do more community service without as extensive of commitment as the fire department was.

Do you have any relevant philosophical attitudes with regard to the committee or commission for which you are applying?

I like our small town community, but understand growth is necessary to support the water system and any future public services. I am a rule follower; I believe in doing things by the book.

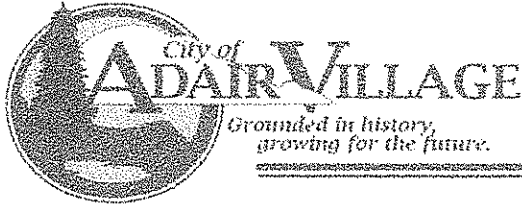
List business or professional organizations to which you belong. None at this time

Barbara Lower
Signature

12/06/18
Date

----- For Office Use Only -----

Submittal Date: _____
Appointment Date: _____
Re-Appointment Date(s): _____



6030 William R. Carr Av.
Adair Village, OR 97330
541-745-5507

PLANNING COMMISSION

Responsible for deciding or making recommendations on land use applications, and development of the Comprehensive Plan and Zoning Ordinance to insure that future development of the City is consistent with applicable laws and desires of citizens.

Following is general information about the Commission.

- Length of Appointment:** 2 years
- Expected Time Commitment:** 2 hours/meeting/month
- Meeting Day and Time:** 4th Monday of each month; 7:30 PM

Commission Responsibilities:

- Ability to hear and render impartial decisions on land use requests by applying facts to the adopted criteria.
- Willingness to learn how the legislative and quasi-judicial land use process works.
- Work to insure that planning efforts reflect the values of the entire community.

Background / Experience Which Will be Useful:

- Ability to make a decision and to accept the will of the majority of your fellow commissioners.
- Good communication skills.
- A conviction that planning is important.
- Prior committee membership in a private or public organization.
- Ability to accept public criticism.
- Sense of humor.