

**ADAIR VILLAGE CITY COUNCIL-Final**  
**City Hall - 6030 Wm. R Carr Av.**  
**\*\*\*\*Tuesday, March 5, 2019 - 6:00 pm\*\*\*\***

**1. ROLL CALL – Flag Salute**

**2. MOMENT OF SILENCE (Charlene King)**

**3. 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 – February 5, 2019 (Attachment A)
- b. Bills List through – February 28, 2019 (Attachment B) – \$67,189.19

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

**5. 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 February 28, 2019 (Attachments G, G-1) Pat Hare

**6. OLD BUSINESS:**

- a) Alyrica High Speed Fiber (Attachment H) Pat Hare  
Action: Decision

**7. NEW BUSINESS:**

- a) Santiam Christian Property Review with Planning Commission (Attachment I,I1)  
Action: Decision
  
- b) City Court System (Attachment J) Pat Hare  
Action: Discussion
  
- c) Appoint Planning Commission Member (Attachment J) Bill Currier  
Action: Decision

**8. ORDINANCES, RESOLUTIONS, AND PROCLAMATIONS:**

- a) N/A

**EXECUTIVE SESSION** ORS 192.660 (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.

- b) Business  
Action: Discussion

**9. COUNCIL and MAYOR COMMENTS:**

**10. ADJOURNMENT:**

Next meetings -

City Council–Tuesday, April 2, 2019 6:00 PM  
Planning Commission- Tuesday, March 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](mailto: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, February 5, 2019 – 6:00 PM\*\*\*\***

Agenda Item	Action
<p><b>1. Roll Call:</b> 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><b>2. Consent Calendar</b> (Agenda Item 2).  Minutes of January 8, 2019 City Council Meeting. Bills List through January 31, 2019, (\$97,569.10 total).</p>	<p>Councilor King moved to approve the Consent Calendar with changes to the Minutes as mentioned. Councilor Ray seconded. <b>Unanimous Approval (5-0).</b></p>
<p><b>3. Public Comment</b> (Agenda Item 3). None.</p>	
<p><b>4. Attachment C – Community Services Officer</b> (Agenda Item 4a). Jerry Jackson, CSO, presented the report.</p>	<p>Council received the report.</p>
<p><b>5. Attachment D – Public Works Report</b> (Agenda Item 4b). CA Hare presented the report.</p>	
<p><b>6. Attachment E – City Administrator Report</b> (Agenda Item 4c). CA Hare presented the report. Administration</p> <ul style="list-style-type: none"> <li>• Casselle Software – We are working with Casselle to develop a timeline for going live with the new software.</li> <li>• Update Microsoft Outlook – The Mayor and CA Hare are going to start updating some of the City software, including Microsoft Outlook.</li> </ul> <p>Property/Businesses</p> <ul style="list-style-type: none"> <li>• AVIS – The parties involved are finishing the work plan for DEQ.</li> <li>• Barracks – The heating and cooling systems are being installed.</li> <li>• Farms Foods, Sweet Taste and Store – CA Hare is 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. The store is going to be doing some cleanup and look to paint the building this spring.</li> </ul> <p>Major Projects/Engineering</p> <ul style="list-style-type: none"> <li>• Calloway Creek – Davis Construction is working on several foundations at this time.</li> </ul>	<p>Council received the report.</p>

<ul style="list-style-type: none"> <li>• Cornelius Property – The Planning Commission will probably receive an application for this in March.</li> <li>• SCS Property – CA Hare met with the developers and they are working on their application.</li> <li>• William R. Carr Subdivision – Brian Donne is hoping to begin construction this spring.</li> <li>• Water Tanks – The first tank has been drained and the spray in liner has been resealed.</li> </ul>	
<p><b>7. Attachment F – Sheriff’s Report</b> (Agenda Item 4d). CA Hare presented the report.</p>	<p>Council received the report.</p>
<p><b>8. Attachment G – Financial Report</b> (Agenda Item 4e). CA Hare presented the report. Income is \$714,521.45 and expenses are \$716,423.75. The balance in the Local Government Investment Pool is approximately \$1,227,797.97, last year the balance was \$1,039,248.66.</p>	<p>Council received the report.</p>
<p><b>9. Appointment of Mayor Pro Tem</b> (Agenda Item 5a). Mayor Currier asked if Councilor King was willing to continue in the role of Mayor Pro Tem. Councilor King stated that she was.</p>	<p>Councilor Real moved to retain Councilor King as Mayor Pro Tem. Councilor Ray seconded. <b>Unanimous Approval (4-0).</b></p>
<p><b>10. Alyrica High Speed Fiber</b> (Agenda Item 6a). CA Hare provided the Council with information regarding Alyrica high speed fiber. Council would like more detail so CA Hare will have them at the next Council meeting.</p>	<p>Council discussed the matter.</p>
<p><b>11. Appoint Budget Officer/Budget Timeline</b> (Agenda Item 6b). CA Hare presented the timeline for the 2019-20 budget process.</p>	<p>Councilor King moved to appoint CA Hare as Budget Officer and to approve the Budget Timeline. Councilor Ray seconded. <b>Unanimous Approval (5-0).</b></p>
<p><b>12. Appoint Planning Commission Member</b> (Agenda Item 6c). Mayor Currier nominated Barbara Lower to serve as a member of the Planning Commission.</p>	<p>Mayor Currier moved to appoint Barbara Lower to the Planning Commission. Councilor King seconded. <b>Unanimous Approval (5-0).</b></p>
<p><b>13. Council of Governments Representative</b> (No Agenda Item).</p>	<p>Councilor King moved to have Councilor Rowe serve as the elected official from Adair Village on the Council of Governments. Councilor Real seconded. <b>Unanimous Approval (4-0).</b></p>
<p><b>14. Council and Mayor Comments</b> (Agenda Item 8):</p> <ul style="list-style-type: none"> <li>• Mayor Currier – None.</li> </ul>	

<ul style="list-style-type: none"> <li>• Councilor Real – She will not be here on March 5, 2019.</li> <li>• Councilor King – None.</li> <li>• Councilor Ray – None.</li> <li>• Councilor Rowe – None.</li> </ul>	
<p><b>17 Adjournment:</b> Next meeting- Council meeting on Tuesday, March 5, 2019 at 6:00 PM.</p>	<p><b>Mayor adjourned the meeting at 7:22 PM.</b></p>

\_\_\_\_\_  
Mayor's Approval

\_\_\_\_\_  
Date

8:35 AM  
02/14/19

City of Adair Village  
**Unpaid Bills Detail**  
As of February 14, 2019

Type	Date	Num	Due Date	Aging	Open Balan...	
Auto Zone						
Bill	2/12/2019	Inv#2...	2/22/2019		26.58	
Total Auto Zone					26.58	22769
BRX, Inc.						
Bill	2/8/2019	PO#...	2/18/2019		3,000.00	
Total BRX, Inc.					3,000.00	22770
Century Link						
Bill	2/5/2019	Jan 2...	2/15/2019		56.28	
Total Century Link					56.28	22771
Cornerstone Janitorial						
Bill	2/12/2019	Inv# 3...	2/22/2019		261.48	
Total Cornerstone Janitorial					261.48	22772
Delapoe Kidd Attorneys at Law						
Bill	2/5/2019	Inv# 1...	2/15/2019		1,750.00	
Total Delapoe Kidd Attorneys at Law					1,750.00	22773
Downs Construction Co						
Bill	2/8/2019	2/7/19	2/18/2019		319.00	
Total Downs Construction Co					319.00	22774
Edge Analytical Laboratories						
Bill	2/5/2019	Inv# 1...	2/15/2019		29.70	
Total Edge Analytical Laboratories					29.70	22775
Ferguson Enterprises						
Bill	2/8/2019	Inv 07...	2/18/2019		72.73	
Total Ferguson Enterprises					72.73	22776
JCI-Jones Chemicals Inc.						
Bill	1/31/2019	Inv78...	2/10/2019	4	2,896.58	
Total JCI-Jones Chemicals Inc.					2,896.58	22777
NW Natural						
Bill	2/5/2019	1/29/...	2/15/2019		283.53	
Total NW Natural					283.53	22778
Oregon City/County Management Association						
Bill	2/14/2019	2019 ...	2/24/2019		215.80	
Total Oregon City/County Management Association					215.80	22779
Pace Heating & Air						
Bill	2/8/2019	Inv S-...	2/18/2019		100.00	
Total Pace Heating & Air					100.00	22780
Pape Machinery						
Bill	2/8/2019	5118...	2/18/2019		1,730.50	
Total Pape Machinery					1,730.50	22781
Republic Services #452						
Bill	2/8/2019	1/31/19	2/18/2019		72.11	
Total Republic Services #452					72.11	22782
RG Smith Electric & Plumbing Inc						
Bill	2/12/2019	Inv# 1...	2/22/2019		1,143.50	
Total RG Smith Electric & Plumbing Inc					1,143.50	22783
SAIF Corporation						
Bill	2/8/2019	Inv 60...	2/18/2019		987.13	
Total SAIF Corporation					987.13	22784

8:35 AM

02/14/19

City of Adair Village  
**Unpaid Bills Detail**  
As of February 14, 2019

Type	Date	Num	Due Date	Aging	Open Balan...
Simply Payroll Bill	2/8/2019	Inv# 1...	2/18/2019		261.55
Total Simply Payroll					261.55
TOTAL					<del>13,206.47</del>

22785

2/14/19

10:06 AM  
02/21/19

City of Adair Village  
**Unpaid Bills Detail**  
As of February 21, 2019

Type	Date	Num	Due Date	Aging	Open Balan...	
City of Corvallis Bill	2/19/2019	Inv# 2...	3/21/2019		257.69	✓# 22787
Total City of Corvallis					257.69	
Civil West Engineering Services, Inc Bill	2/21/2019		3/3/2019		18,038.03	22788
Total Civil West Engineering Services, Inc					18,038.03	
Comcast Bill	2/19/2019	Feb 1...	3/1/2019		102.85	22789
Total Comcast					102.85	
De Lage Landen Financial Services, Inc. Bill	2/19/2019	Inv# 6...	3/1/2019		131.00	22790
Total De Lage Landen Financial Services, Inc.					131.00	
Edge Analytical Laboratories Bill	2/15/2019	Inv# 1...	2/25/2019		114.30	22791
Total Edge Analytical Laboratories					114.30	
Oregon Association of Water Utilities Bill	2/19/2019	Inv# 2...	3/1/2019		220.00	22792
Total Oregon Association of Water Utilities					220.00	
Oregon DEQ Bill	2/21/2019	R102...	3/3/2019		14,267.00	22793
Total Oregon DEQ					14,267.00	
Pacific Power/PacificCorp Bill	2/19/2019	Feb 1...	3/1/2019		5,350.81	22794
Total Pacific Power/PacificCorp					5,350.81	
Paramount Supply Company Bill	2/19/2019	Inv# 8...	3/1/2019		33.15	22795
Total Paramount Supply Company					33.15	
Schoen's Motors Inc Bill	2/19/2019	Inv# 3...	3/1/2019		6,008.00	22796
Total Schoen's Motors Inc					6,008.00	
Smith-Wagar Consulting Bill	2/19/2019	Inv# 5...	3/1/2019		600.00	22797
Total Smith-Wagar Consulting					600.00	
Verizon Bill	2/19/2019	Inv# 9...	3/1/2019		226.00	22798
Total Verizon					226.00	
<b>TOTAL</b>					<b>45,348.83</b>	

*[Handwritten signature]*  
2/21/19

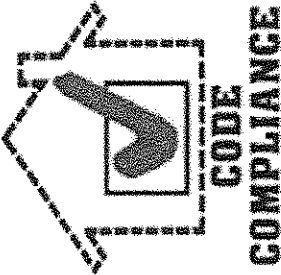
8:08 AM  
02/28/19

City of Adair Village  
**Unpaid Bills Detail**  
As of February 28, 2019

Type	Date	Num	Due Date	Aging	Open Balan...	
Best Pots Inc						
Bill	2/21/2019	Inv# A-376902	3/3/2019		82.60	22799
Total Best Pots Inc					82.60	
Cascade Columbia Distribution						
Bill	2/26/2019	Inv# 743471	4/27/2019		2,595.75	22800
Total Cascade Columbia Distribution					2,595.75	
Century Link						
Bill	2/21/2019	Feb 11, 2019	3/3/2019		80.66	
Bill	2/26/2019	Feb 16, 2019	3/8/2019		87.04	22801
Total Century Link					167.70	
Consumers Power Inc.						
Bill	2/26/2019	2/19/2019	3/8/2019		2,807.59	
Total Consumers Power Inc.					2,807.59	22802
Corvallis Rental Inc.						
Bill	2/28/2019	Stm 2/25/19	3/10/2019		690.90	
Total Corvallis Rental Inc.					690.90	22803
Ferguson Enterprises						
Bill	2/21/2019	2/6,7,13/2019	3/3/2019		369.35	
Bill	2/26/2019	Inv# 0739983	3/8/2019		1,420.00	
Total Ferguson Enterprises					1,789.35	22804
Matt Lydon						
Bill	2/26/2019	Draw on Mar Payroll	3/8/2019		500.00	
Total Matt Lydon					500.00	22805
<b>TOTAL</b>					<b>8,633.89</b>	

*[Signature]*  
2/28/19



	<b>Willamette Valley Processors, LLC</b> 1/31/19 through 2/25/19
End of Month	

CSO	Jerry Jackson
Hours Worked:	65 Hrs.
Complaint Total:	<b>Monthly Case Load</b>
	Citizen Complaints 0 Self-Initiated 8 <b>Total Calls 8</b>

Case ID	Date	Time	Issue	Observed	Closed	Address	Employee at ServePro
A19-011	2/5/19	10:05 AM	Speed Warning	Observed	Closed	William R. Carr	Employee at ServePro
A19-012	2/8/19	8:50 AM	Abandoned Unit	Observed	Closed	5228 NE Laurel Dr	Spoke to Landlord
A19-013	2/11/19	9:27 AM	Abandoned Car	Observed	Closed	5000 Block Laurel	Tow warning 2/25/19 WMQ294
A19-014	2/11/18	9:33 AM	Construction material stored next to house	Observed	Closed	4313 NE Holly Ln.	Warning sent 2/12/19
A19-015	2/19/19	9:11 AM	Parked wrong way and Unlicensed vehicle	Observed	Closed	100 Block Azalea	Tow Warning

A19-016	2/19/19 9:45 AM	Towed abandoned car	Observed	Closed	5000 Block Laurel	B&R Towing
A19-017	2/20/19 9:12 AM	Unlicensed vehicle	Observed	Closed	100 Block Azalea	Parking Ticket 491
A19-018	2/22/19 9:22 AM	Unlicensed vehicle	Observed	Closed	100 Block Azalea	Parking Ticket 492

**Parking Report Total 5**

Wrong Way Driving 0

On yellow curb 0

Prohibited Parking 5

**Grass/Vegetation Warnings 0**

**Citizen Assist Total 0**

Trash Container - 0

Solid Waste/Littering - 0

Vacation assist/ 0

**Animal Control Total 0**

Noise 0

Animal at large 0

Livestock/Dog Violations 0

**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: 1/20/2018 TO 2/20/2019

WATER USE / DISTRIBUTION REPORT

WATER USE REPORT

Water Produced: 5,339,132 Million Gallons

Average Usage per Day 160k

Water Loss:

WATER DISTRIBUTION REPORT

Maintenance Activity. The Northwest tank has been cleaned and refilled and is back online. Two leaks were reported this month. One on Rondo Street and on just outside the water plant. Both have been repaired. Staff had several locates for new gas line installation in the new subdivision. The recent cold and snow has caused no issue with the system.

Collected Monthly, Bacterial Sample: Results were clean.

Collected quarterly, First quarter samples for 2019 have been taken.

WASTEWATER TREATMENT REPORT

Flows are back up with the rains and snow. No issues have come up and the system is working well and handling the larger flows. Staff continues to monitor and adjust on a daily basis.

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

STORM WATER COLLECTION SYSTEM REPORT

Maintenance Activity: Storm water collection system is working just fine with the increased rains with no issues to report. Staff have installed one of two new dog waist stations in the new section as part of our storm water permit.

### **STREETS MAINTENANCE REPORT**

Maintenance Activity: Streets are in good shape.

### **CITY HALL / PARKS AND WETLANDS**

Maintenance Activity; All equipment is back and ready for spring mowing.

### **WATER TREATMENT PLANT**

Maintenance Activity: The water treatment plant is back working normally with no issues at this time. Raw water NTU'S are very hi with all the rains and snow. Staff is making adjustments daily and monitoring water quality. The plant does a great job at removal of hi NTU'S so we are having no issues.

### **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. The lagoon as started to fill and discharge to the river will increase over the next month.

Completed by Matt Lydon, Public Works Supervisor



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## CITY ADMINISTRATOR'S REPORT March 5, 2019 Council Meeting

### Administration

- Caselle Software –
- Update Microsoft Outlook –

### Property/Businesses

- AVIS –
- Barracks –
- Farm Foods, Sweet Taste, and Store –

### Major Projects/Engineering

- Calloway Creek –
- Cornelius Property--
- SCS Property –
- William R. Carr Subdivision –
- Water Tanks –

ADAIR VILLAGE PATROL

January 25, 2018 - February 24, 2019

Benton County Sheriff's Office - Adair Patrol Activity Log

Date	Case #	Total Time	* Shift	Deputy	Contacts	Traffic		Arrests		Ord. Vol.	Other
						Warn	Cite	Cite	Cust		
1/25/2019	334	1.00	day	Horn		1					one warning for speed
1/27/2019	363	1.00	day	Fontaine							ran radar from 1430-1530; highest speed on hwy 99W was 64mph
1/27/2019	368	1.00	swing	Gevatosky							patrolled neighborhoods, school, businesses, parks and new development from 1975-2045
1/29/2019	388	1.50	swing	Gevatosky		2					patrolled neighborhoods, school, businesses, parks and new development from 2215-2315; warnings for speed and tail light
1/30/2019	390	1.50	grave	Drongesen							no activity between 0430-0605
1/30/2019	401	1.00	swing	Bottorff	4						assisted Konzelman with a disturbance call at the market from 2000-2100; no cites
1/31/2019	405	2.00	grave	B. Iverson							patrolled from 0415-0615; no activity
1/31/2019	410	1.00	day	D. Iverson							assisted Albany Police with an arrest on Laurel Dr.
1/31/2019	411	2.00	day	Pratt							assisted Albany Police with an arrest on Laurel Dr. and one hr of patrol
2/2/2019	435	0.75	day	Fontaine	1						patrolled from 1055-1140; no citations issued
2/2/2019	437	1.00	swing	Williams	6	1					disc golf tournament in the park; one traffic stop for throwing egg shells from the window
2/3/2019	445	1.25	day	Fontaine							speed enforcement; no citations issued
2/3/2019	444	1.00	day	Lundy							patrolled streets, parks, and school from 1000-1100
2/3/2019	446	1.00	day	Gordon							no calls for service between 1300-1400
2/4/2019	455	1.50	day	Lundy							patrolled streets, parks, and school from 1030-1130
2/4/2019	462	1.00	grave	Ball		1					one cite for speed between 2230-2330
2/6/2019	490	1.00	day	Horn	2	1					1 warning, no other activity
2/6/2019	499	1.00	swing	Gevatosky	3	1					patrolled from 1730-1830; 1 cite (#2086540) into Adair court on Mar. 4 for speeding and failure to install ignition device
2/7/2019	508	2.00	grave	B. Iverson							patrolled from 0335-0535; no activity
2/6/2019	505	1.00	grave	Blaser							patrolled from 2200-2300; no contacts made
2/7/2019	509	1.50	grave	Drongesen							no activity between 0420-0600
2/7/2019	511	1.00	day	Pratt							patrolled from 1000-1100; no activity
2/7/2019	515	1.00	swing	Bottorff		1					one warning for speed in school zone between 1245-1345
2/8/2019	525	2.00	grave	Peterson							patrolled from 2300-0100; no activity
2/8/2019	526	2.00	day	Lundy							patrolled school, parks, and streets from 0915-1115
2/8/2019	530	1.00	day	Bowers							no calls for service between 1335-1435
2/9/2019	535	1.00	grave	Lovik							worked on follow-up, no violations witnessed
2/9/2019	542	1.00	grave	Ball							responded to juvenile problem; speed enforcement on Hwy 99W
2/10/2019	548	0.50	day	Fontaine							patrolled from 1005-1035
2/10/2019	549	1.25	day	Gordon							patrolled from 1040-1155; no calls for service
2/11/2019	555	1.00	swing	Williams							0030-0130 patrol of parks and streets
2/11/2019	567	1.00	grave	Weikel							responded to a burglary alarm at Oakcraft Furniture; patrolled streets, school, park, and business areas from 2200-2300
2/12/2019	569	1.00	grave	Ball		1					speed enforcement on Hwy 99W; patrolled new construction, park, and housing from 0040-0140;
2/12/2019	571	1.00	grave	Drongesen							patrolled from 0440-0540; no activity
2/12/2019	578	1.00	day	O'Neill							2 stray dogs on Azalea taken to Heartland Humane Society
2/12/2019	579	1.00	day	Gordon							school zone patrol from 1425-1525; no calls for service
2/12/2019	581	1.00	day	Fontaine		1	1				two traffic stops between 1520-1627
2/12/2019	584	1.50	swing	Gevatosky	6						patrolled neighborhoods, school, businesses, parks; 1 call for a welfare check
2/12/2019	585	1.50	swing	Konzelmar	1						one call for service for welfare check
2/13/2019	593	1.00	swing	Blaser		1					one warning for speed between 1930-2030
2/13/2019	592	1.50	swing	Konzelmar	20						Satlam Basketball game
2/15/2019	604	1.00	grave	Hardison							patrolled adair, including new construction site from 0100-0200; no activity
2/15/2019	611	1.00	day	Bowers							patrolled .5 hr on 2/14 and .5 hr on 2/15

**ADAIR VILLAGE PATROL**

January 25, 2018 - February 24, 2019

2/15/2019	613	2.00	day	Pratt					one call for service and one crash	
2/16/2019	626	1.00	day	Horn	1				no calls for service	
2/16/2019	632	1.50	grave	Ball		1			patrolled housing and speed enforcement from 2220-2350 on Hwy 99W	
2/17/2019	637	0.50	day	Fontaine					routine patrol from 1045-1115	
2/17/2019	639	1.00	day	Gordon					patrolled from 1320-1420; no stops	
2/18/2019	647	0.50	grave	Ball		1			suspicious person call on NE Azalea Dr	
2/18/2019	657	0.25	swing	Williams					one call for service for trespassing at adair market; patrolled parks and streets from 1915-2030	
2/19/2019	660	1.50	grave	Dronngesen		1			one warning for window tint from 0025-0205	
2/20/2019	674	1.50	grave	Weikel					patrolled city streets, school, park and construction areas from 0400-0430 and 0530-0630	
2/21/2019	685	1.00	grave	Peterson					on calls for service between 1530-1630	
2/21/2019	690	1.00	day	Bowers					patrolled county park and school from 1945-2030	
2/21/2019	692	1.75	swing	Moser					checked new calloway creek subdivision; patrolled from 2045-2150	
2/21/2019	693	1.00	swing	Seirup					no violations observed	
2/21/2019	694	1.00	grave	Lovik					patrolled city streets, school, businesses, park and construction areas from 0100-0230; no activity	
2/22/2019	696	1.50	grave	Weikel					patrolled local neighborhoods and businesses, school, ans park from 1805-1906	
2/22/2019	706	1.00	swing	Seirup					one stop for traffic violation; patrolled streets, park, school, businesses, highway, and construction site from 2330-0230	
2/23/2019	710	3.00	grave	Hardison		3	1		no activity	
2/23/2019	712	0.50	day	Horn						
2/23/2019	717	1.00	grave	Peterson			1		one traffic stop and checked on one disabled motorist	
2/24/2019	718	1.00	swing	Seirup					patrolled neighborhoods, businesses, school and park from 0015-0115	
2/24/2019	734	1.50	swing	Moser					checked park and school from 1830-1900 and 2200-2300	
TOTAL:		76.25				47	13	3	0	0

	Total General Fund							
	Jul '18 - Jun '19	Budget	\$ Over Budget	% of Budget	Jul '18 - Jun '19	Budget	\$ Over Budget	% of Budget
<b>Income</b>								
4001 - Property Taxes-Current	115,915.00	118,000.00	-2,085.00	98.23%	115,915.00	118,000.00	-2,085.00	98.23%
4002 - Property Taxes - Prior Year	3,854.15	1,700.00	2,154.15	226.72%	3,854.15	1,700.00	2,154.15	226.72%
4010 - Government Sources								
Total 4010 - Government Sources	140,394.01	317,300.00	-166,905.99	46.77%	116,025.51	25,800.00	90,225.51	449.71%
Total 4020 - Rental Income	53,188.39	109,020.00	-55,831.61	48.79%	53,188.39	109,020.00	-55,831.61	48.79%
Total 4030 - Fees	552,864.15	906,196.00	-353,331.85	61.01%	24,956.66	45,000.00	-20,053.34	55.42%
Total 4050 - Other Income	44,356.05	58,100.00	-13,743.95	76.34%	42,024.45	55,200.00	-13,175.55	76.13%
4060 - Interest	18,345.26	7,500.00	10,845.26	244.6%	18,345.26	7,500.00	10,845.26	244.6%
Total 4080 - Transfers In	39,999.00	39,999.00	0.00	100.0%	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	0.00	-275,000.00	0.0%
<b>Total Income</b>	976,916.01	2,712,790.00	-1,735,873.99	35.01%	374,289.42	637,220.00	-262,930.58	58.74%
<b>Gross Profit</b>	976,916.01	2,712,790.00	-1,735,873.99	35.01%	374,289.42	637,220.00	-262,930.58	58.74%
<b>Expense</b>								
5000 - Personal Services								
5010 - City Administrator	64,936.00	96,399.00	-31,463.00	67.36%	22,727.60	33,740.00	-11,012.40	67.36%
5016 - Utility/Court Clerk	24,137.14	36,080.00	-11,942.86	66.9%	4,827.42	7,216.00	-2,388.58	66.9%
5018 - Finance Clerk	11,970.44	17,812.00	-5,841.56	67.2%	1,795.57	2,672.00	-876.43	67.2%
5025 - Summer Program Coordinator	3,622.22	12,866.00	-9,343.78	27.94%	3,622.22	12,966.00	-9,343.78	27.94%
5050 - Public Works Supervisor	36,978.87	53,605.00	-16,626.13	68.96%	-4.68			
5052 - Utility Worker III	0.00	38,494.00	-38,494.00	0.0%	0.00			
5054 - Utility Worker II	24,210.74	0.00	24,210.74	100.0%	0.00			
5058 - Utility Worker I	2,957.50	0.00	2,957.50	100.0%	975.00			
5064 - Intern	50.00	0.00	50.00	100.0%	50.00			
5081 - Employee Health Ins Benefits	41,849.34	86,940.00	-45,090.66	48.14%	5,858.62	12,601.00	-6,742.38	46.49%
5082 - Retirement Benefits	31,648.69	52,834.00	-21,185.31	59.9%	7,279.21	11,709.00	-4,429.79	62.17%
5085 - Employment Taxes	16,704.72	35,290.00	-18,585.28	47.34%	3,821.87	7,821.00	-3,999.13	48.87%
5000 - Personal Services - Other	292.50	0.00	292.50	100.0%	0.00			
Total 5000 - Personal Services	259,358.16	430,420.00	-171,061.84	60.26%	50,952.83	88,725.00	-37,772.17	57.43%
Total 5100 - Material & Services	321,998.89	621,775.00	-299,776.11	51.75%	132,728.08	263,625.00	-130,896.92	50.35%
Total 5300 - Capital Outlay	126,907.44	300,000.00	-173,092.56	42.3%	24,121.44	100,000.00	-75,878.56	24.12%
Total 5400 - Debt Service	88,177.82	208,724.00	-120,546.18	42.25%	11,125.83	22,254.00	-11,127.17	50.0%
Total 5500 - Transfers	39,999.00	39,999.00	0.00	100.0%	17,355.00	17,355.00	0.00	100.0%
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%
<b>Total Expense</b>	836,441.31	2,712,790.00	-1,876,348.69	30.83%	236,284.18	637,220.00	-400,935.82	37.08%
<b>Net Income</b>	140,474.70	0.00	140,474.70	100.0%	138,005.24	0.00	138,005.24	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		
4010 - Government Sources						
Total 4010 - Government Sources	0.00	61,500.00		32,368.50	61,500.00	52.63%
Total 4020 - Rental Income	0.00			0.00		
Total 4030 - Fees	11,459.60	21,900.00	52.33%	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	11,459.60	33,100.00	34.62%	32,368.50	121,900.00	26.55%
Gross Profit	11,459.60	33,100.00	34.62%	32,368.50	121,900.00	26.55%
Expense						
5000 - Personal Services						
5010 - City Administrator	3,244.30	4,819.00	67.32%	3,249.30	4,820.00	67.41%
5016 - Utility/Court Clerk	1,205.66	1,804.00	66.9%	0.00		
5018 - Finance Clerk	598.54	891.00	67.18%	598.54	891.00	67.18%
5025 - Summer Program Coordinator	0.00			0.00		
5050 - Public Works Supervisor	1,851.45	2,680.00	69.08%	3,794.25	5,351.00	69.1%
5052 - Utility Worker III	0.00	1,925.00	0.0%	0.00	3,849.00	0.0%
5054 - Utility Worker II	1,210.53			2,421.09		
5058 - Utility Worker I	130.00			162.50		
5064 - Intern	0.00			0.00		
5081 - Employee Health Ins Benefits	2,092.37	4,347.00	48.13%	2,510.85	5,389.00	46.59%
5082 - Retirement Benefits	1,582.41	2,508.00	63.09%	1,898.50	3,087.00	61.51%
5085 - Employment Taxes	817.55	1,675.00	48.81%	987.58	2,062.00	47.89%
5000 - Personal Services - Other	32.50			0.00		
Total 5000 - Personal Services	12,766.51	20,649.00	61.83%	15,533.01	25,459.00	61.01%
Total 5100 - Material & Services	1,095.00	6,500.00	16.69%	13,236.55	20,250.00	65.37%
Total 5300 - Capital Outlay	0.00			0.00		
Total 5400 - Debt Service	0.00			0.00		
Total 5500 - Transfers	1,435.00	1,435.00	100.0%	2,501.00	2,501.00	100.0%
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	15,286.51	33,100.00	46.18%	31,270.58	121,900.00	25.65%
Net Income	-3,826.91	0.00	100.0%	1,097.94	0.00	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			
4010 - Government Sources								
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	137,141.65	220,420.00	-83,278.35	62.22%	379,226.24	559,000.00	-179,673.76	67.86%
Total 4050 - Other Income	0.00	1,000.00	-1,000.00	0.0%	2,331.60	1,500.00	831.60	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	-6,000.00	0.0%	0.00	450,000.00	-450,000.00	0.0%
Total Income	137,141.65	257,420.00	-120,278.35	53.28%	381,557.84	1,210,500.00	-828,842.16	31.53%
Gross Profit	137,141.65	257,420.00	-120,278.35	53.28%	381,557.84	1,210,500.00	-828,842.16	31.53%
Expense								
5000 - Personal Services								
5010 - City Administrator	9,740.40	14,460.00	-4,719.60	67.36%	25,974.40	38,560.00	-12,585.60	67.36%
5016 - Utility/Court Clerk	6,034.28	9,020.00	-2,985.72	66.9%	12,068.58	18,040.00	-5,971.42	66.9%
5018 - Finance Clerk	3,591.14	5,343.00	-1,751.86	67.21%	5,386.65	8,015.00	-2,628.35	67.21%
5025 - Summer Program Coordinator	0.00				0.00			
5050 - Public Works Supervisor	9,257.22	13,401.00	-4,143.78	69.08%	22,170.63	32,163.00	-9,992.37	68.93%
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	7,263.22				13,315.90			
5058 - Utility Worker I	650.00				1,040.00			
5064 - Intern	0.00				0.00			
5081 - Employee Health Ins Benefits	10,453.90	20,528.00	-10,074.10	50.97%	20,923.60	44,075.00	-23,151.40	47.47%
5082 - Retirement Benefits	6,804.46	11,126.00	-4,321.54	61.16%	14,083.71	24,404.00	-10,320.29	57.71%
5085 - Employment Taxes	3,697.11	7,431.00	-3,733.89	49.75%	7,390.61	16,301.00	-8,920.39	45.28%
5000 - Personal Services - Other	0.00				260.00			
Total 5000 - Personal Services	57,501.73	92,857.00	-35,355.27	61.93%	122,604.08	202,730.00	-80,125.92	60.48%
Total 5100 - Material & Services	61,870.64	88,800.00	-26,929.36	69.67%	113,078.62	182,600.00	-69,521.38	61.93%
Total 5300 - Capital Outlay	0.00				102,786.00	200,000.00	-97,214.00	51.39%
Total 5400 - Debt Service	29,247.00	51,470.00	-22,223.00	56.82%	47,903.99	135,000.00	-87,196.01	35.41%
Total 5500 - Transfers	6,445.00	6,445.00	0.00	100.0%	12,263.00	12,263.00	0.00	100.0%
5700 - Contingency	0.00	6,500.00	-6,500.00	0.0%	0.00			
7777 - Reserve for Future Expenditure	0.00	11,348.00	-11,348.00	0.0%	0.00	477,907.00	-477,907.00	0.0%
Total Expense	155,064.37	257,420.00	-102,355.63	60.24%	398,535.69	1,210,500.00	-811,964.31	32.92%
Net Income	-17,922.72	0.00	-17,922.72	100.0%	-15,877.85	0.00	-15,877.85	100.0%



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

Totals - Income shown for Fiscal Year 2019 is \$936,917.01 (36.01% of budget) and Expenses are \$836,441.31 (30.83% of budget), which shows a Net Income of \$140,474.70 for all funds.

Category	Expenses	Percent of Budget
Personal Services	\$259,358.16	60.00%
Materials & Supplies	\$321,998.89	51.79%
Capital Outlay	\$126,907.44	42.30%
Debt Service	\$88,177.82	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	374,289.42	236,284.18	138,005.24
Storm Drain	11,459.60	15,286.51	-3,826.91
Streets	32,368.50	31,270.56	1,097.94
Wastewater	137,141.65	155,064.37	-17,922.72
Water	381,657.84	398,535.69	-16,877.85
<b>TOTAL</b>	<b>\$936,917.01</b>	<b>\$836,441.31</b>	<b>\$100,475.70</b>

We have approximately **\$1,366,971.69** in the Local Government Investment Pool (LGIP). Last month we had **\$1,227,797.97**. Last year on 03/06/2018 we had **\$1,053,754.92**.

**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

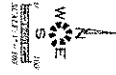
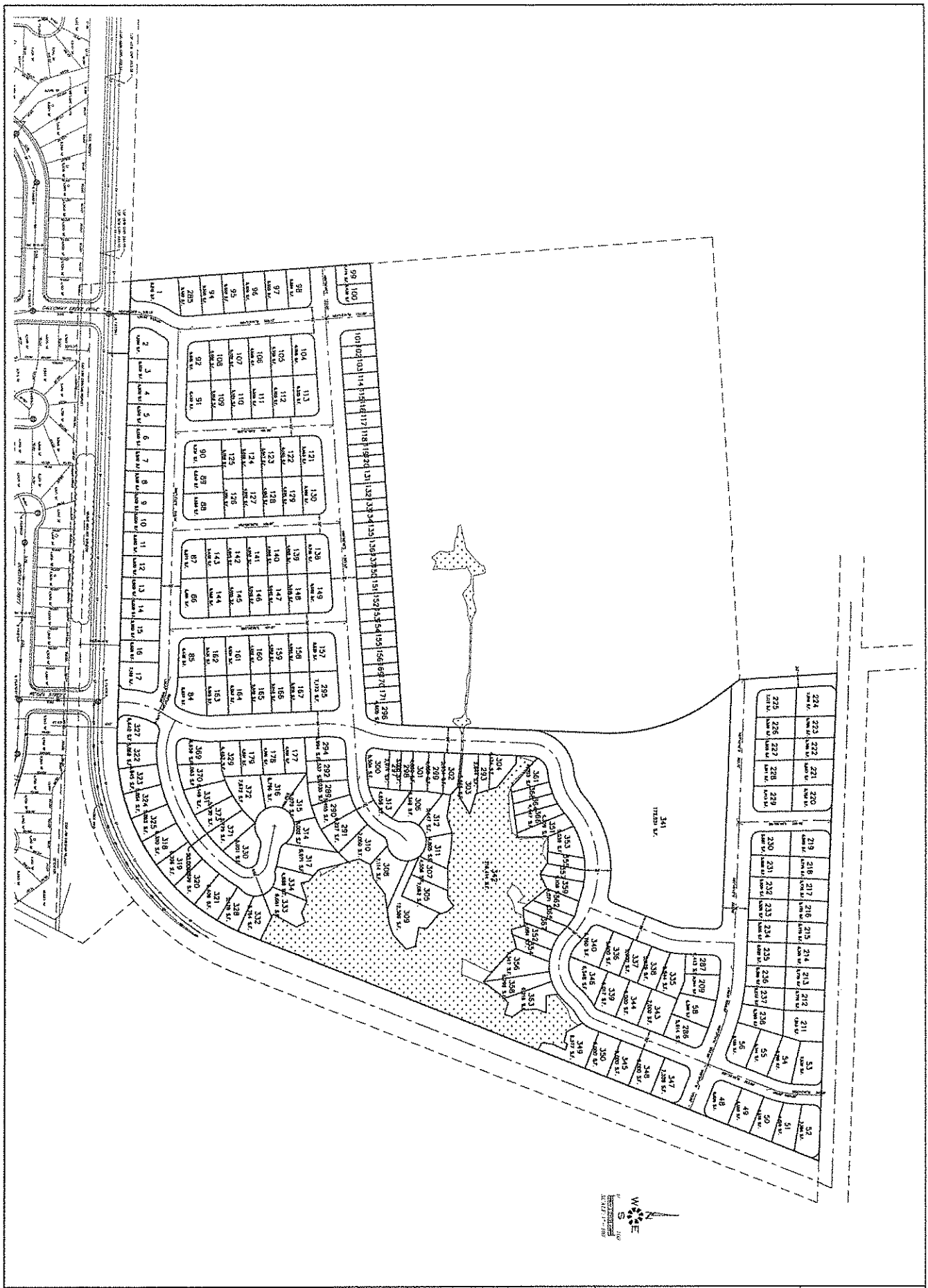
Accepted: Grantee accepts the Franchise and Ordinance and agrees to be bound by its lawful terms and conditions.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



701

Design: M.D.S.  
 Drawn: M.D.S.  
 Date: 08/11/2011  
 Scale: AS SHOWN  
 As-Built:

NO CHANGES, MODIFICATIONS  
 OR REPERCUSSIONS TO BE  
 MADE TO THESE DRAWINGS  
 WITHOUT THE WRITTEN  
 AUTHORIZATION FROM THE  
 DESIGN ENGINEER.  
 DIMENSIONS & NOTES TAKE  
 PRECEDENCE OVER  
 GRAPHICAL REPRESENTATION.

MULTI/TECH ENGINEERING, PLLC  
 1001 W. 10th St., Suite 100  
 Des Moines, IA 50319  
 Phone: 515.281.1100  
 Fax: 515.281.1101  
 www.multitech-engineering.com

**ADAIR VILLAGE  
 SUBDIVISION**

**LOT LAYOUT**

**MULTI/  
 TECH**  
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## MEMORANDUM

**DATE:** February 7, 2019  
**TO:** Pat Hare, City Manager  
**FROM:** Patrick Depa, City Planner  
**RE:** Adair Village Subdivision Review Comments

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I reviewed the submitted preliminary plans labeled Adair Village Subdivision by Multi/Tech Engineering services to be located at the southwest corner of Arnold and Ryals Roads. Below are my comments:

### General:

1. The lot numbers associated with each lot will need to be in sequential order to allow us to better address the issues connected along various areas of their proposed development.
2. The developer should label the streets with preliminary names to assist in linking our comments more directly to specific areas of the development.
3. It would be helpful to lay a version of the plan over an aerial photo, which would let us see how their proposal intersects and aligns with adjacent properties and uses.
4. The wetlands require two access points for residents to be able to walk through. Construct some sort of boardwalk through there to where it becomes an amenity.

### Layout:

1. Some of the lots dip below 3,000 S.F in size around the wetlands, which are too small. We need to know what style or housing types are going in at certain areas and on certain lots so that we can make better recommendations. Either way those lots need to be larger.
2. The depths and shape of some of the lots around the wetlands are not desirable for single-family detached homes as some of the lots are less than 80' deep. This may be a better area to do zero lot line duplexes or attached ranches.
3. The jagged and non-conventional lot layout around the wetlands could be an issue with decking, swing sets or sheds because residents may not know where their lot starts and ends.
4. We do not want flag lots with easements like shown on lots 305, 307 & 309 at the end of the cul-de-sac.

5. What are the plans for lot #341? A preliminary layout and description of what is planned in this area will be part of this review and approval.
6. IDEA: If this area is to be an apartment complex as previously mentioned, you should consider relocating it between the area at the southeast corner of the site where Ryals bends and the wetlands. It would have better access for the tenants and visitors who would not have to go through a single-family neighborhood to get to high-density residential area. Multi-family developments are traditionally on the outside of single-family development not the opposite as you are proposing.
7. Lots 88, 89 & 90 should be turned back to front the streets similar to the rest of the lots on that block. The larger lot areas would be better suited to add on to the lots that back up to Ryals Road.

Road Issues:

1. The southern doglegged cul-de-sac needs redesigning and/or shortened. I suggest turning those two cul-de-sacs adjacent to the wetland into three.
2. The proposed road up at the top right or NE side of the development is too close to the Ryals and Arnold Road intersection.
3. The 30' half street up at the NW corner of the development should be made into a 50' street and the two other streets along Arnold should be consolidated to align with the north/south road from Ryals Road.
4. Lots cannot back out onto Arnold Road; they must be on an internal street.
5. Main entrances off Ryals Road should be a boulevard to create a separate ingress and egress from Ryals to reduce congestion during peak travel times. This size development should have gateway designs at the entrances to all access points to the development.
6. All ingress and egress from Ryals Road should have an acceleration and deceleration lane due to travel speeds and site lines.
7. I recommend that Lot #1 be removed, as it will be disrupt circulation at the entrance even if the entrance is not a boulevard. My suggestion is to create a hardscaped area with development signage or wayfinding to the multi-tenant phase. We do not want vehicles entering at this intersection to get to the possible future apartment complex.

Other:

1. Covenants must be placed on the development so that the fencing is uniform throughout the exterior of the subdivision and especially along Ryals and Arnold Roads.
2. Wayfinding preparation should be discussed for the apartment complex if it is to remain located at the interior of the development.





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## STAFF REPORT

### Court Services

The City currently contracts for court services. This is for tickets issued in Adair Village. We currently pay more for the services than we receive from the tickets issued. This process creates confusion for people that have been issued a ticket from Benton County but to Adair Village. People also call us to try and handle their tickets but we cannot because we contract it out. We have heard from people that they do not get timely responses when we tell them to call Wendi who we contract with. I would like to have Benton County handle our tickets at this time. We can leave everything in place so that as we grow we can look at the need to reinstate the current system.