

ADAIR VILLAGE CITY COUNCIL-Final

City Hall - 6030 Wm. R Carr Av.

******Tuesday, April 2, 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 – February 5, 2019 (Attachment A)
- b. Bills List through – March 31, 2019 (Attachment B) – \$63,566.45

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

5. OLD BUSINESS:

- a) Alyrica High Speed Fiber (Attachment H) Jason Richards
Action: Decision
- b) Kiwanis Easter Egg Hunt (Attach I) Pat Hare
Action: Decision

6. NEW BUSINESS:

- a) City Court System (Attachment J) Pat Hare
Action: Decision
- b) Mayor Pro Temp (Attachment K) Bill Currier
Action: Decision
- c) Charline King Memorial (Attachment L) Pat Hare
Action: Decision

7. ORDINANCES, RESOLUTIONS, AND PROCLAMATIONS:

- a) N/A

1. 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/Decision

2. COUNCIL and MAYOR COMMENTS:

3. ADJOURNMENT:

Next meetings -

City Council/Budget Meeting –Tuesday, April 16, 2019 6:00 PM
Planning Commission- TBD, 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, February 5, 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. Consent Calendar (Agenda Item 2).</p> <p>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. Unanimous Approval (5-0).</p>
<p>3. Public Comment (Agenda Item 3). None.</p>	
<p>4. Attachment C – Community Services Officer (Agenda Item 4a). Jerry Jackson, CSO, presented the report.</p>	<p>Council received the report.</p>
<p>5. Attachment D – Public Works Report (Agenda Item 4b). CA Hare presented the report.</p>	
<p>6. Attachment E – City Administrator Report (Agenda Item 4c). CA Hare presented the report.</p> <p>Administration</p> <ul style="list-style-type: none"> • Casselle Software – We are working with Casselle to develop a timeline for going live with the new software. • Update Microsoft Outlook – The Mayor and CA Hare are going to start updating some of the City software, including Microsoft Outlook. <p>Property/Businesses</p> <ul style="list-style-type: none"> • AVIS – The parties involved are finishing the work plan for DEQ. • Barracks – The heating and cooling systems are being installed. • 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. <p>Major Projects/Engineering</p> <ul style="list-style-type: none"> • Calloway Creek – Davis Construction is working on several foundations at this time, 	<p>Council received the report.</p>

<ul style="list-style-type: none"> • Cornelius Property – The Planning Commission will probably receive an application for this in March. • SCS Property – CA Hare met with the developers and they are working on their application. • William R. Carr Subdivision – Brian Donne is hoping to begin construction this spring. • Water Tanks – The first tank has been drained and the spray in liner has been resealed. 	
<p>7. Attachment F – Sheriff's Report (Agenda Item 4d). CA Hare presented the report.</p>	<p>Council received the report.</p>
<p>8. Attachment G – Financial Report (Agenda Item 4e). 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>9. Appointment of Mayor Pro Tem (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. Unanimous Approval (4-0).</p>
<p>10. Alyrica High Speed Fiber (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>11. Appoint Budget Officer/Budget Timeline (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. Unanimous Approval (5-0).</p>
<p>12. Appoint Planning Commission Member (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. Unanimous Approval (5-0).</p>
<p>13. Council of Governments Representative (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. Unanimous Approval (4-0).</p>
<p>14. Council and Mayor Comments (Agenda Item 8):</p> <ul style="list-style-type: none"> • Mayor Currier – None. 	

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

Mayor's Approval

Date

City of Adair Village
Unpaid Bills Detail

As of March 1, 2019

Type	Date	Num	Due Date	Aging	Open Balan...	
CIS TRUST						
Bill	3/1/2019	Dec L...	3/11/2019		18,290.12	22808
Total CIS TRUST					18,290.12	
Edge Analytical Laboratories						
Bill	3/1/2019	Inv#1...	3/11/2019		29.70	22809
Total Edge Analytical Laboratories					29.70	
TOTAL					18,319.82	

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City of Adair Village
Unpaid Bills Detail
As of March 7, 2019

Type	Date	Num	Due Date	Aging	Open Balan...	
American Business Software, Inc Bill	3/1/2019	Invoice...	3/11/2019		60.60	22811
Total American Business Software, Inc					60.60	
Bank of America Bill	3/5/2019	1-4-1...	3/15/2019		3,395.58	22812
Total Bank of America					3,395.58	
Best Pots Inc Bill	3/5/2019	Inv# 3...	3/15/2019		82.60	22813
Total Best Pots Inc					82.60	
Century Link Bill	3/5/2019	Feb 2...	3/15/2019		55.23	22814
Total Century Link					55.23	
Civil West Engineering Services, Inc Bill	3/5/2019	3/1/2...	3/15/2019		19,685.25	22815
Total Civil West Engineering Services, Inc					19,685.25	
Cornerstone Janitorial Bill	3/7/2019	Inv# 5...	3/17/2019		261.46	22816
Total Cornerstone Janitorial					261.46	
Delapoer Kidd Attorneys at Law Bill	3/1/2019	Inv #1...	3/11/2019		1,137.50	22817
Total Delapoer Kidd Attorneys at Law					1,137.50	
Edge Analytical Laboratories Bill	3/5/2019	Inv# 1...	3/15/2019		255.60	22818
Total Edge Analytical Laboratories					255.60	
NW Natural Bill	3/5/2019	2/27/19	3/15/2019		218.56	22819
Total NW Natural					218.56	
Oregon Association of Water Utilities Bill	3/1/2019	3/1/2...	3/11/2019		320.00	22820
Total Oregon Association of Water Utilities					320.00	
RG Smith Electric & Plumbing Inc Bill	3/5/2019	Inv# 1...	3/15/2019		415.72	22821
Total RG Smith Electric & Plumbing Inc					415.72	
TOTAL					25,888.10	

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03/12/19

City of Adair Village
Unpaid Bills Detail
As of March 12, 2019

Type	Date	Num	Due Date	Aging	Open Balan...	
Albert & Reba Worotikan						
Bill	3/7/2019	2/28/...	3/17/2019		52.17	22823
Total Albert & Reba Worotikan					52.17	
Republic Services #452						
Bill	3/12/2019	Feb 2...	3/22/2019		72.11	22824
Total Republic Services #452					72.11	
SAIF Corporation						
Bill	3/8/2019	Inv# 6...	3/18/2019		959.44	22825
Total SAIF Corporation					959.44	
Simply Payroll						
Bill	3/12/2019	Inv# 1...	3/22/2019		93.80	22826
Total Simply Payroll					93.80	
TOTAL					<u>1,177.52</u>	

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3/12/19

City of Adair Village
Unpaid Bills Detail
As of March 21, 2019

Type	Date	Num	Due Date	Aging	Open Balan...
Benton County, Oregon					
Bill	3/21/2019	Inv# 3...	3/31/2019		4,471.37
Total Benton County, Oregon					4,471.37
Best Pots Inc					
Bill	3/19/2019	Inv# ...	3/29/2019		82.60
Total Best Pots Inc					82.60
Century Link					
Bill	3/19/2019	Mar 1...	3/29/2019		80.16
Total Century Link					80.16
CIS TRUST					
Bill	3/19/2019	April ...	3/29/2019		6,086.56
Total CIS TRUST					6,086.56
City of Corvallis					
Bill	3/19/2019	Inv# 2...	4/18/2019		191.61
Total City of Corvallis					191.61
Comcast					
Bill	3/19/2019	Mar 1...	3/29/2019		102.85
Total Comcast					102.85
De Lage Landen Financial Services, Inc.					
Bill	3/19/2019	Inv# 6...	3/29/2019		137.55
Total De Lage Landen Financial Services, Inc.					137.55
Edge Analytical Laboratories					
Bill	3/15/2019	Inv#1...	3/25/2019		37.80
Total Edge Analytical Laboratories					37.80
Pacific Power/PacificCorp					
Bill	3/19/2019	Mar 1...	3/29/2019		2,736.38
Total Pacific Power/PacificCorp					2,736.38
Smith-Wagar Consulting					
Bill	3/19/2019	Inv# 5...	3/29/2019		775.00
Total Smith-Wagar Consulting					775.00
Verizon					
Bill	3/19/2019	Inv# 9...	3/29/2019		226.10
Total Verizon					226.10
TOTAL					14,927.98

22829

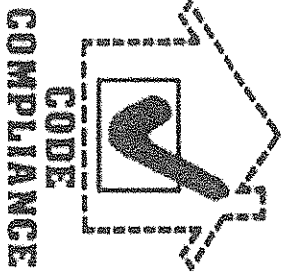
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City of Adair Village
Unpaid Bills Detail
As of March 26, 2019

Type	Date	Num	Due Date	Aging	Open Balan...
Century Link Bill	3/26/2019	Mar 1...	4/5/2019		85.96
Total Century Link					85.96
Consumers Power Inc. Bill	3/26/2019	3/19/...	4/15/2019		3,023.16
Total Consumers Power Inc.					3,023.16
Edge Analytical Laboratories Bill	3/21/2019	Ref# ...	3/31/2019		88.20
Total Edge Analytical Laboratories					88.20
Sherwin-Williams Bill	3/26/2019	Inv# 6...	4/5/2019		55.71
Total Sherwin-Williams					55.71
TOTAL					3,253.03

22841

3,253.03
4/10
3/26/19



Willamette Valley Processors, LLC

End of Month - March

2/26/19 through 3/25/19

CSO	Jerry Jackson					
Hours Worked:	Hrs. - 84					
Complaint Total:	Monthly Case Load					
Citizen Complains 3 Self-Initiated 13 Total Calls 16						
A19-019	3/4/19 10:49 AM	Chicken Permit Reminder	Follow-up	9101 Newton	Left Card	
A19-020	3/4/19 11:00 AM	Chicken Permit Reminder	Follow-up	8110 NE Daphne	No chickens	
A19-021	3/4/19 11:07 AM	Parked on the yard	Observed	234 NE Azalea	Commercial Construction - Permitted by CSO	
A19-022	3/4/19 11:06 AM	Parked on the yard	Observed	5228 NE Laurel Dr	New resident unloading	
A19-023	3/5/19 9:19 AM	Unlicensed vehicle	Observed	100 Block Azalea	Parking Ticket 493, called for tow	

A19-024	3/6/19 9:25 AM	Parked in yellow zone	Observed	8891 Barberry	Spoke to occupant
A19-025	3/8/19 10:15 AM	Dog at large	Observed	City Hall Parking Lot	Verbal Warning
A19-026	3/8/19 11:06 AM	Unlicensed vehicle	Complaint	5100 Block of Willamette Ave	Parking Ticket 494
A19-027	3/8/19 11:15 AM	Assist Motorist	Observed	Willamette Ave	Gave a jump start
A19-028	3/12/19 8:44 AM	Unlicensed vehicle	Complaint	5100 Block of Willamette Ave	Tagged for towing
A19-029	3/12/19 8:47 AM	Unlicensed vehicle	Observed	5100 Block of Willamette Ave	Parking Ticket 495
A19-030	3/15/19 10:13 AM	Vehicle on jack stands	Observed	5221 NE Laurel Ave	Verbal Warning
A19-031	3/18/19 9:20 AM	Vehicle has not moved for 15 days	Observed	5100 Block of Willamette Ave	Warning 0515
A19-032	3/22/19 10:35 AM	Basketball Hoop on sidewalk	Observed	8821 Cori Ct	Verbal Warning
A19-033	3/25/19 9:39 AM	Vehicle has not moved for 15 days	Complaint	200 Block Azalea	Warning 0516
A19-034	3/25/19 11:28 AM	Basketball Hoop on sidewalk	Observed	8821 Cori Ct	Send warning letter

Parking Report Total

Animal Control Total 0

Wrong Way Driving 0

Noise 0

On yellow curb 1 (we are changing the zone)

Animal at large 0

Prohibited Parking 10

Livestock/Dog Violations 2 (reminder for chicken permit)

Grass/Vegetation Warnings 0

2019 Chicken Permits 11

Citizen Assist Total 0

Trash Container 0 (I will be stepping up enforcement)

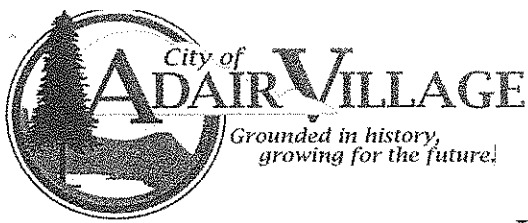
Solid Waste/Littering 0

Vacation/Citizen Assist 1

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

City Assist:

- Emergency Management – FEMA Train-the-trainer school for CERT (Emmitsburg, Md. July 7th-13th with Benton County.
- Daily Patrol
- Weed/Grass Season started 4/1/19
- Working with residence of 5224 NE Laurel Dr. to put in a driveway/clean up the property.



PUBLIC WORKS
OPERATIONS AND MAINTENANCE REPORT

PERIOD: 2/20/2018 TO 3/20/2019

WATER USE / DISTRIBUTION REPORT

WATER USE REPORT

Water Produced: 4,249,767 Million Gallons

Average Usage per Day 141k

WATER DISTRIBUTION REPORT

Maintenance Activity. One leak was reported and fixed on Barberry. Staff have installed one new meter at the barracks and replace one meter on Barberry. Staff have assisted contractors with providing meters for the new subdivision.

Collected Monthly, Bacterial Sample: Results were clean.

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

WASTEWATER TREATMENT REPORT

Flows are back down again and that has slowed the amount we are pumping to the river. All testing and lab work remains good. We did have one issue with one of the pumps we use to the river. We have decided to just use the one pump we have left for the season and address the broken one in the next budget year.

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 and staff has begun placing storm drain markers on all city storm drains.

STREETS MAINTENANCE REPORT

Maintenance Activity: Streets are in good shape.

CITY HALL / PARKS AND WETLANDS

Maintenance Activity; Mowing has begun on dry days. Staff has spent a lot of time removing brush and broken limbs from the parks.

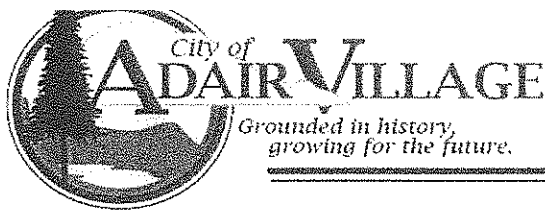
WATER TREATMENT PLANT

Maintenance Activity: The water treatment plant is running great. Staff has completed winter maintenance and cleaning. We cleansed all of our sensors and control equipment and recalibrated each one.

WASTEWATER TREATMENT PLANT

Maintenance Activity: The wastewater treatment plant is in good shape. Staff continues daily checks, maintenance and labs. Staff has also begun cleaning and reorganizing the shop.

Completed by Matt Lydon, Public Works Supervisor



CITY ADMINISTRATOR'S REPORT April 2, 2019 Council Meeting

Administration

- **Caselle Software** – The City has started doing data transfers with Caselle once that is complete we will start doing test trials.
- **Public Works** – The City will be looking at hiring a part time utility worker to help through the summer. We already have that in the budget so it will not be an added position.

Property/Businesses

- **AVIS** – The three partners GP, Office Depot and the City are currently submitting all required reporting and applications to DEQ.
- **Barracks** – The West Barracks is now insulated, wired, plumbed and has sheetrock. We will be working on getting the doors installed and finishes. Once that work is complete the City will look into ADA ramps and stairs.
- **Farm Foods, Sweet Taste, and Store** – Jim Jones is looking at selling his business. Jim said he is ready for retirement. The store and Coffee shop seem to be doing good Linda will be moving to Adair in this month.

Major Projects/Engineering

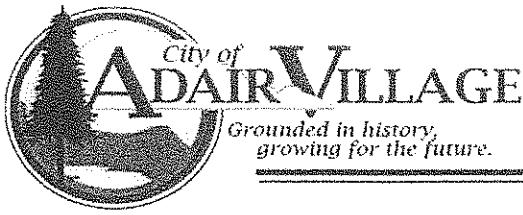
- **Calloway Creek** – Chad Davis is now has taken out 21 permits and they have sold several homes. They are trying to have their first one occupied by June.
- **Cornelius Property**– The City did not have justification for the population projections so Tim is working with Pat Depa the city planner to time his application appropriately.
- **SCS Property** – Tim Groom came and talk to you and the planning commission with his proposal last week and Pat and I wrote a staff report with the City's recommendations.
- **William R. Carr Subdivision** – Brian Donne came and had a pre construction meeting with the City and he will be starting next month.
- **Water Tanks** – The tanks still seem to have some small leaks after the proposed fix. We are going to continue to work with the surety company to find a remedy or compensation.

ADAIR VILLAGE PATROL

February 25, 2019 - March 24, 2019

Benton County Sheriff's Office - Adair Patrol Activity Log

Date	Case #	Total Time	*Shift	Deputy	Contacts	Traffic		Arrests		Ord. Viol.	Other
						Warm	Cite	Cite	Cust		
2/25/2019	747	0.75	swing	Bottoff	3						traffic control for driver that slid off road at NE Crane;
2/26/2019	753	1.00	day	Bowers							no calls for service between 1530-1630
2/27/2019	765	2.00	day	Pratt							one call for service
2/27/2019	775	1.00	swing	Blaser	2	1					one stop for speed; patrolled from 1700-1800; gave out BCSO pins to kids building a snowman
3/1/2019	794	1.00	swing	Moser		4					4 traffic stops for equipment violations; checked county park and patrolled city streets from 1930-2030
3/1/2019	796	0.50	swing	Moser	4						child welfare check
3/2/2019	800	1.00	day	Lundy							patrolled streets, parks and school from 1100-1200
3/2/2019	804	1.00	grave	Peterson							patrolled from 2200-2300; no activity
3/3/2019	806	1.50	swing	Williams							one call for shots fired; drove streets and parks from 2345-0115
3/3/2019	808	0.75	day	D. Iverson							out of control juvenile call
3/3/2019	812	1.00	day	Fontaine							patrolled from 1530-1630
3/4/2019	820	1.25	swing	Williams							follow up on a case; one call for kids throwing rocks at cars - UTL
3/6/2019	835	2.00	grave	Drongesen							no activity between 2350-0205
3/6/2019	839	1.00	day	Bowers							patrolled from 0930-1030; no calls for service
3/7/2019	848	1.50	grave	Hardison		2					patrolled streets, new construction, parks and school from 0050-0220;
3/8/2019	856	2.00	grave	B. Iverson	0						no activity between 1205-0205
3/8/2019	865	1.00	day	Pratt							no activity
3/10/2019	877	1.00	grave	Peterson							patrolled from 2315-0015; no activity
3/10/2019	880	1.00	day	Lundy							patrolled streets, parks and school from 1030-1130
3/10/2019	884	0.50	day	Fontaine							routine patrol from 1550-1620
3/11/2019	889	1.50	day	Gordon		1					patrolled from 1015-1145; no traffic stops or calls for service
3/11/2019	898	1.50	swing	Cevatosky							one warning for speed; patrolled neighborhoods, parks, new housing from 1800-1830
3/11/2019	895	0.75	day	Fontaine	1						patrolled from 1550-1640
3/12/2019	899	1.00	grave	Weikel							patrolled streets, school, parks and business areas from 1230-0130
3/12/2019	910	1.50	swing	Cevatosky	2						one call for a family dispute on Azalea Dr; patrolled neighborhoods, parks, new housing from 1720-1850
3/13/2019	913	1.50	grave	Drongesen							patrolled from 0430-0600; no activity
3/13/2019	921	1.00	day	Bowers							no calls for service between 1500-1600
3/13/2019	924	1.50	day	Lundy							patrolled streets, parks and schools from 1740-1910
3/15/2019	942	1.00	grave	Lovik							no activity or contacts
3/15/2019	946	0.50	day	Lundy							patrolled streets, parks, and schools from 1045-1115
3/16/2019	955	2.00	grave	B. Iverson							patrolled from 0410-0610; no activity
3/17/2019	967	1.50	day	D. Iverson				1			arrest for strangulation and Assault 4 on 3100 block of Willamette Ave
3/18/2019	972	1.00	day	Lovik					1		criminal mischief arrest on 8300 block of Hibiscus Dr
3/18/2019	973	1.50	grave	Lovik							follow up on a case 19-972
3/18/2019	975	1.00	grave	Peterson							patrolled from 0500-0600; no activity
3/19/2019	987	1.50	grave	Weikel							patrolled streets, parks, schools and business areas from 0000-0130
3/19/2019	993	0.75	swing	Heese					1		200 block of Azalea Dr. peace officer custody of minor
3/20/2019	994	2.00	grave	Peterson							no activity or contacts between 2330-0130
TOTAL:					12	8	0	0	3	0	45.75



STAFF REPORT
Attachment G – Financial Report
April 4, 2019 Council Meeting

Totals - Income shown for Fiscal Year 2019 is \$1,812,323.34 (39.72% of budget) and Expenses are \$926,932.36 (34.17% of budget), which shows a Net Income of \$885,390.98 for all funds.

Category	Expenses	Percent of Budget
Personnel Services	\$309,783.93	71.97%
Materials & Services	\$362,064.17	58.23%
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	308,062.34	258,195.12	49,867.22
Storm Drain	13,196.89	17,845.53	-4,648.64
Streets	121,900.00	35,165.76	86,734.24
Wastewater	158,664.11	186,108.39	-27,444.28
Water	1,210,500.00	429,617.56	780,882.44
TOTAL	\$1,812,323.34	\$926,932.36	\$885,390.98

We have approximately **\$1,316,971.69** in the Local Government Investment Pool (LGIP). Last month we had **\$1,366,971.69**. Last year on 04/03/2018 we had **\$1,053,754.92**.

City of Adair Village
Profit and Loss Budget vs. Actual
July 2018 through June 2019

	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	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%
Total 4010 - Government Sources	148,394.01	317,300.00	-168,905.99	46.77%	13,239.51	25,800.00	-12,560.49	51.32%
Total 4020 - Rental Income	64,788.28	109,020.00	-44,231.72	59.43%	64,788.28	109,020.00	-44,231.72	59.43%
Total 4030 - Fees	628,108.46	906,196.00	-278,087.54	69.31%	36,075.56	45,000.00	-8,924.44	80.17%
Total 4050 - Other Income	58,176.18	58,100.00	76.18	100.13%	55,844.58	55,200.00	644.58	101.17%
4080 - Interest	18,345.26	7,500.00	10,845.26	244.6%	18,345.26	7,500.00	10,845.26	244.6%
Total 4090 - 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	275,000.00	-275,000.00	0.0%
Total Income	1,077,580.34	2,712,790.00	-1,635,209.66	39.72%	308,052.34	637,220.00	-329,167.66	48.35%
Gross Profit	1,077,580.34	2,712,790.00	-1,635,209.66	39.72%	308,052.34	637,220.00	-329,167.66	48.35%
Expense								
5000 - Personnel Services								
5010 - City Administrator	73,178.00	96,399.00	-23,221.00	75.91%	26,612.30	33,740.00	-8,127.70	75.91%
5016 - Utility/Court Clerk	26,913.14	36,080.00	-9,166.86	74.59%	5,382.62	7,216.00	-1,833.38	74.59%
5018 - Finance Clerk	13,548.16	17,812.00	-4,263.84	76.05%	2,032.23	2,672.00	-639.77	76.05%
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	40,627.83	53,605.00	-12,977.17	75.79%	-4.68	0.00	-4.68	0.0%
5052 - Utility Worker III	0.00	38,484.00	-38,484.00	0.0%	0.00	0.00	0.00	0.0%
5054 - Utility Worker II	27,338.95	0.00	27,338.95	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%
5084 - Intern	50.00	0.00	50.00	100.0%	50.00	0.00	50.00	100.0%
5081 - Employee Health Ins Benefits	66,217.63	86,940.00	-20,722.37	76.17%	9,270.18	12,601.00	-3,330.82	73.57%
5082 - Retirement Benefits	35,328.81	52,834.00	-17,505.19	66.87%	8,125.64	11,709.00	-3,583.36	69.4%
5085 - Employment Taxes	19,709.19	35,290.00	-15,580.81	55.85%	4,492.74	7,821.00	-3,328.26	57.45%
5090 - Personnel Services - Other	292.50	0.00	292.50	100.0%	0.00	0.00	0.00	0.0%
Total 5000 - Personnel Services	308,783.93	430,420.00	-120,636.07	71.97%	59,558.25	88,725.00	-29,166.75	67.13%
Total 5100 - Material & Services	382,054.17	621,775.00	-239,710.83	58.23%	146,033.80	263,625.00	-117,591.40	55.39%
Total 5390 - 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%	11,126.83	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%
Total Expense	926,932.36	2,712,790.00	-1,785,857.64	34.17%	258,195.12	637,220.00	-379,024.88	40.52%
Net Income	150,647.98	0.00	150,647.98	100.0%	49,857.22	0.00	49,857.22	100.0%

City of Adair Village
Profit and Loss Budget vs. Actual
July 2018 through June 2019

	Storm Drain Fund				Street Fund			
	Jul 18 - Jun 19	Budget	\$ Over Budget	% of Budget	Jul 18 - Jun 19	Budget	\$ Over Budget	% of Budget
Income								
4001 - Property Taxes-Current	0.00				0.00			
4002 - Property Taxes - Prior Year	0.00				0.00			
Total 4010 - Government Sources	0.00				32,368.50	61,500.00	-29,131.50	52.63%
Total 4020 - Rental Income	0.00				0.00			
Total 4030 - Fees	13,196.89	21,900.00	-8,703.11	60.26%	0.00	200.00	-200.00	0.0%
Total 4050 - Other Income	0.00	200.00	-200.00	0.0%	0.00			
4060 - Interest	0.00				0.00			
Total 4080 - Transfers In	0.00				0.00			
4090 - Beginning Fund Balance	0.00	11,000.00	-11,000.00	0.0%	0.00	60,200.00	-60,200.00	0.0%
Total Income	13,196.89	33,100.00	-19,903.11	39.87%	32,368.50	121,900.00	-89,531.50	26.55%
Gross Profit	13,196.89	33,100.00	-19,903.11	39.87%	32,368.50	121,900.00	-89,531.50	26.55%
Expense								
5000 - Personnel Services								
5010 - City Administrator	3,656.40	4,819.00	-1,162.60	75.88%	3,661.40	4,820.00	-1,158.60	75.96%
5016 - Utility/Court Clerk	1,345.66	1,804.00	-458.34	74.59%	0.00			
5018 - Finance Clerk	677.43	891.00	-213.57	76.03%	677.43	891.00	-213.57	76.03%
5025 - Summer Program Coordinator	0.00				0.00			
5050 - Public Works Supervisor	2,033.90	2,690.00	-646.10	75.89%	4,069.15	5,361.00	-1,291.85	75.9%
5052 - Utility Worker III	0.00	1,925.00	-1,925.00	0.0%	0.00	3,849.00	-3,849.00	0.0%
5054 - Utility Worker II	1,366.94				2,733.91			
5058 - Utility Worker I	130.00				182.50			
5064 - Intern	0.00				0.00			
5081 - Employee Health Ins Benefits	3,310.79	4,347.00	-1,036.21	76.16%	3,972.95	5,389.00	-1,416.05	73.72%
5082 - Retirement Benefits	1,766.41	2,598.00	-741.59	70.43%	2,119.71	3,087.00	-967.29	68.67%
5085 - Employment Taxes	960.50	1,675.00	-724.50	56.75%	1,153.45	2,062.00	-908.55	55.94%
5000 - Personnel Services - Other	32.50				0.00			
Total 5000 - Personnel Services	15,270.53	20,649.00	-5,378.47	73.95%	18,550.50	25,459.00	-6,908.50	72.86%
Total 5100 - Material & Services	1,140.00	6,500.00	-5,360.00	17.54%	14,114.26	20,250.00	-6,135.74	69.7%
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	0.00	100.0%	2,501.00	2,501.00	0.00	100.0%
5700 - Contingency	0.00	4,100.00	-4,100.00	0.0%	0.00			
7777 - Reserve for Future Expenditure	0.00	416.00	-416.00	0.0%	0.00	73,890.00	-73,890.00	0.0%
Total Expense	17,845.53	33,100.00	-15,254.47	53.91%	35,165.76	121,900.00	-86,734.24	28.85%
Net Income	-4,648.64	0.00	-4,648.64	100.0%	-2,797.26	0.00	-2,797.26	100.0%

City of Adair Village
Profit and Loss Budget vs. Actual
July 2018 through June 2019

	Wastewater Fund				Water Fund			
	Jul 18 - Jun 19	Budget	\$ Over Budget	% of Budget	Jul 18 - Jun 19	Budget	\$ Over Budget	% of Budget
Income								
4001 - Property Taxes--Current	0.00				0.00			
4002 - Property Taxes - Prior Year	0.00				0.00			
Total 4010 - Government Sources	0.00	30,000.00	-30,000.00	0.0%	102,786.00	200,000.00	-97,214.00	51.39%
Total 4020 - Rental Income	0.00				0.00			
Total 4030 - Fees	158,664.11	220,420.00	-61,755.89	71.98%	420,171.90	559,000.00	-138,828.10	75.17%
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	158,664.11	257,420.00	-98,755.89	61.64%	525,289.50	1,210,500.00	-685,210.50	43.39%
Gross Profit	158,664.11	257,420.00	-98,755.89	61.64%	525,289.50	1,210,500.00	-685,210.50	43.39%
Expense								
5000 - Personnel Services								
5010 - City Administrator	10,976.70	14,460.00	-3,483.30	75.91%	29,271.20	38,560.00	-9,288.80	75.91%
5016 - Utility/Court Clerk	6,728.28	9,020.00	-2,291.72	74.59%	13,456.58	18,040.00	-4,583.42	74.59%
5018 - Finance Clerk	4,064.46	5,343.00	-1,278.54	76.07%	6,096.61	8,015.00	-1,918.39	76.07%
5025 - Summer Program Coordinator	0.00				0.00			
5050 - Public Works Supervisor	10,169.46	13,401.00	-3,231.54	75.89%	24,360.00	32,163.00	-7,803.00	75.74%
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	8,201.69				15,036.41			
5058 - Utility Worker I	650.00				1,040.00			
5064 - Intern	0.00				0.00			
5081 - Employee Health Ins Benefits	16,555.97	20,528.00	-3,972.03	80.65%	33,107.74	44,075.00	-10,967.26	75.12%
5082 - Retirement Benefits	7,595.68	11,126.00	-3,530.32	68.27%	15,721.37	24,404.00	-8,682.63	64.42%
5085 - Employment Taxes	4,381.12	7,431.00	-3,049.88	58.96%	8,731.38	16,301.00	-7,569.62	53.56%
5000 - Personnel Services - Other	0.00				260.00			
Total 5000 - Personnel Services	69,323.36	92,857.00	-23,533.64	74.66%	147,081.29	202,730.00	-55,648.71	72.55%
Total 5100 - Material & Services	81,093.03	88,800.00	-7,706.97	91.32%	119,683.28	182,600.00	-62,916.72	65.54%
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%	47,803.99	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	186,108.39	257,420.00	-71,311.61	72.3%	429,617.56	1,210,500.00	-780,882.44	35.49%
Net Income	-27,444.28	0.00	-27,444.28	100.0%	95,671.94	0.00	95,671.94	100.0%

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: _____



Annual Adair Egg Hunt

Saturday, April 20, 2019

Benton County Park in Adair Village

Registration opens at 9:00 AM

Hunt starts promptly at 10:00 AM

All Adair Village Children, Friends & Special Guests are invited to hunt for plastic eggs filled with candy.

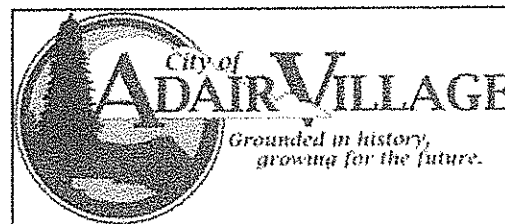
Age Categories: 0-3, 4-6, 7-9, 10-12

Each participant will receive a Free Book as an extra reward for participating this year.

For More Information, contact:

Milt Donelson, Kiwanis Club of Corvallis Sunrisers
(541) 738-2410 – Email: m.donelson@comcast.net
www.kiwanissunrisers.org

Collaborative project support from:





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.



STAFF REPORT

The City needs to appoint a new Mayor Pro Temp. Whoever that is they will need to be available to sign checks and fill in for the Mayor when he is not present or available. They will also need to be available for periodic updates of city functions. Once the person is selected by the council we will need to pass a resolution next month to designate them as an authorized signer for the city. Then we will need to fill out all necessary paperwork.

WE CELEBRATE THE LIFE OF
ARLEEN BOZICH



August 22, 1930—April 6, 2016

“REMEMBERING ARLEEN, SHE SANG WITH US
HER FINAL SUNDAY ON EARTH.”
APRIL 3, 2016

