

**ADAIR VILLAGE CITY COUNCIL-Final**

**City Hall - 6030 Wm. R Carr Av.**

**\*\*\*\*Tuesday, June 4, 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/Budget Meeting – May 7, 2019 (Attachment A, A1)
- b. Bills List through – May 31, 2019 (Attachment B) – \$68,975.96

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

**4. STAFF REPORTS:**

- a) Community Service Officer (CSO) Report (Attachment C,C1,C2) 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 May 31, 2019 (Attachments G, G-1) Pat Hare

**5. OLD BUSINESS:**

- a) Monthly City Fees (Attachment H) Pat Hare  
Action: Discussion
- b) City Administrator Contract (Attachment I) Pat Hare  
Action: Decision
- c) Charline King Memorial (Attachment J) Pat Hare  
Action: Discussion/Decision

**6. NEW BUSINESS:**

- a) Peak Internet (Attachment K) Pat Hare  
Action: Decision
- b) Callaway Creek Lights (Attachment L) Pat Hare  
Action: Decision

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

- a) Ordinance 2019 #01 Alyrica Franchise Agreement (Attachment M) Pat Hare  
Action: Second Reading
- b) Resolution 2019-#02-Budget Appropriations (Attachment N,N1) Pat Hare  
Action: Decision
- c) Resolution 2019-#03-State Revenue Sharing (Attachment O) Pat Hare  
Action: Public Hearing & Decision

*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.*

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**\*\*\*\*Tuesday, June 4, 2019 - 6:00 pm\*\*\*\***

- d) Resolution 2019 #4 Supplemental Budget (Attachment P,P1,P2) Pat Hare  
Action: Public Hearing Decision
- e) Resolution 2019 #5 Progressive Bail Schedule (Attachment Q) Pat Hare  
Action: Decision

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

- a) City Administrator Evaluation  
Action: Discussion/Decision

**9. COUNCIL and MAYOR COMMENTS:**

**10. ADJOURNMENT:**

Next meetings -

City Council –Tuesday, July 9, 2019 6:00 PM  
Planning Commission- June 18, 2019 6:00 PM

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**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, May 7, 2019 – 6:30 PM\*\*\***

Agenda Item	Action
<p><b>1. Roll Call:</b> City Council Members present: Councilors Real, Ray, Rowe and Mayor Currier were present. Matt Wadlington, engineer from Civil West was 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 6:30 PM.</p>
<p><b>2. Consent Calendar</b> (Agenda Item 2).  Minutes of April 2, 2019 City Council Meeting. Bills List through April 30, 2019, (\$77,639.08 total).</p>	<p>Councilor Rreal moved to approve the Consent Calendar. Councilor Ray seconded. <b>Unanimous Approval (4-0).</b></p>
<p><b>3. Public Comment</b> (Agenda Item 3). None.</p>	
<p><b>4. Attachment C, C1 and C2 – 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>Council received 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>• Caselle Software – Debbie and City staff haven been able to get all necessary information to Caselle.</li> <li>• Youth Program – The City will have free lunches again starting mid June.</li> <li>• Peak Internet – The are requesting a franchise agreement with the City.</li> <li>• Consumers Power – We are working on a new Franchise Agreement; the last one was done in 1977.</li> </ul> <p>Property/Businesses</p> <ul style="list-style-type: none"> <li>• AVIS – The three partners, GP, Office Depot and the City are currently submitting all required reporting and applications to DEQ.</li> <li>• Barracks – The West Barracks are now insulated, wired, plumbed and sheet rocked. Work will now start on getting doors installed and finishes.</li> <li>• Farms Foods, Sweet Taste and Store – The three businesses seem to be going well. Linda is in the process of moving to the area. The store</li> </ul>	<p>Council received the report.</p>

<p>is going to be painting this summer, and Farm Foods will be starting lunches again.</p> <p>Major Projects/Engineering</p> <ul style="list-style-type: none"> <li>• Calloway Creek – They are getting ready to break ground on the second phase of the process.</li> <li>• 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.</li> <li>• SCS Property – Pat Depa has been working with MS Engineering on their application.</li> <li>• William R. Carr Subdivision – Work has begun on the project.</li> <li>• Water Tanks – Matt, Sean and CA Hare met and are sending a letter to the surety company to ask what they plan to do next.</li> </ul>	
<p><b>7. Attachment F – Sheriff’s Report (Agenda Item 4d).</b> CA Hare presented the report.</p>	<p>Council received the report.</p>
<p><b>8. Attachment G – Financial Report (Agenda Item 4e).</b> CA Hare presented the report. Income is \$1,162,829.12 and expenses are \$1,034,326.54. The balance in the Local Government Investment Pool is approximately \$1,316,971.69, last year the balance was \$1,316,971.69.</p>	<p>Council received the report.</p>
<p><b>9. Attachment H – Wastewater Facilities Plan Addendum (Agenda Item 5a).</b></p>	<p>Councilor Rowe moved to approve Civil West’s Facilities Plan Addendum. Councilor Real seconded. <b>Unanimous Approval (4-0).</b></p>
<p><b>10. SDC Methodolgy Update (Agenda Item 6b).</b> Matt Wadlington of Civil West provided information to the Council.</p>	<p>Council received the information.</p>
<p><b>11. Attachment I – Jim Jones Liquor/Wine License (Agenda Item 6a).</b></p>	<p>Councilor Real moved to allow Farm Foods to obtain a liquor license. Councilor Rowe seconded. <b>Unanimous Approval (4-0).</b></p>
<p><b>12. Attachment J – Collections Agency (Agenda Item 6b).</b></p>	<p>Council discussed the matter.</p>
<p><b>13. Attachment K – Ordinance 2019 #01 – Alyrica Franchise Agreement (Agenda Item 7a).</b></p> <p>Public Comment – Jon Purdy, 3111 Willamette. Stated he was in favor of Alyrica and it was a good option for the City.</p> <p>Mayor Currier read the title of Ordinance 2019 #01.</p>	<p>Councilor Rowe moved to have this be the first reading of</p>

	Ordinance 2019 #01. Councilor Ray seconded. <b>Unanimous Approval (4-0).</b>
<b>14. Attachment L – Resolution 2019 #01 – Authorization</b> (Agenda Item 7b).	Councilor Real moved to adopt Resolution 2019 #01. Councilor Ray seconded. <b>Unanimous Approval (4-0).</b>
<b>14. Council and Mayor Comments</b> (Agenda Item 8): <ul style="list-style-type: none"> <li>• Mayor Currier – None.</li> <li>• Councilor Real – None.</li> <li>• Councilor Ray – He will be gone for June meeting.</li> <li>• Councilor Rowe – None.</li> </ul>	
<b>17 Adjournment:</b> Next meeting- Council meeting on Tuesday, June 4, 2019 at 6:00 PM.	<b>Mayor adjourned the meeting at 8:00 PM.</b>

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

\_\_\_\_\_  
Date

**ADAIR VILLAGE  
BUDGET COMMITTEE MINUTES-Draft  
6030 William R. Carr Avenue  
\*\*\*\*Tuesday, May 7, 2019 – 6:00 PM\*\*\*\***

Agenda Item	Action
<p><b>1. Roll Call:</b> Members present: Committee members Packard, Snyder and Herzbrun were present. Councilors Rowe, Real, Ray and Mayor Currier were present. CA (City Administrator) Pat Hare was present. Minutes were taken by Utility Clerk Kathy Edmaiston. Committee Member Edmaiston arrived at 6:05 PM.</p>	<p>Chair Real called the meeting to order at 6:00 PM and led the flag salute.</p>
<p><b>2. Public Comment</b> (Agenda Item 2). None.</p>	
<p><b>3. Attachment A - Minutes of the April 16, 2019 Budget Committee Meeting</b> (Agenda Item 3a).</p>	<p>Councilor Rowe moved to approve the Minutes as presented. Councilor Ray seconded. <b>Unanimous Approval (8-0)</b></p>
<p><b>4. Attachment B – Use of State Revenue Sharing</b> (Agenda Item 3b).</p> <p>A public hearing was opened to discuss the State Revenue Sharing monies.</p> <p>Public Comment – None.</p>	<p>Chair Real opened the Public Hearing at 6:12 PM.</p> <p>Chair Real closed the Public Hearing at 6:15 PM.</p> <p>Councilor Ray moved to use the State Revenue Sharing Funds to finish the City’s historical markers. Councilor Rowe seconded. <b>Unanimous Approval (8-0).</b></p>
<p><b>5. Attachment C – Review of 2019-20 Updated Budget.</b></p>	<p>Committee Member Snyder moved to send and recommend the Budget to City Council, with the one change of taking \$2000.00 out which had been allocated to the court. Mayor Currier seconded. <b>Unanimous Approval (8-0).</b></p>
<p><b>6. Adjournment:</b></p>	<p>Chair Real adjourned the meeting at 6:20 PM.</p>

\_\_\_\_\_  
Chair’s Signature

\_\_\_\_\_  
Date

8:44 AM  
05/07/19

City of Adair Village  
**Unpaid Bills Detail**  
As of May 7, 2019

Type	Date	Num	Due Date	Aging	Open Balan...	
Al's Sweeping Service						
Bill	4/30/2019	Inv# 7...	5/10/2019		750.00	22901
Total Al's Sweeping Service					750.00	
American Business Software, Inc						
Bill	4/30/2019	Inv# 1...	5/10/2019		60.60	22902
Total American Business Software, Inc					60.60	
Bank of America						
Bill	4/30/2019	Mar 2...	5/10/2019		575.35	22903
Total Bank of America					575.35	
Benton County, Oregon						
Bill	4/30/2019	Inv# 3...	5/10/2019		197.58	22904
Total Benton County, Oregon					197.58	
Berkadia Commercial Mortgage LLC						
Bill	5/7/2019	4/29/...	5/17/2019		5,412.69	22905
Total Berkadia Commercial Mortgage LLC					5,412.69	
Century Link						
Bill	4/30/2019	Apr 1...	5/10/2019		80.33	
Bill	5/7/2019	4-25-19	5/17/2019		55.23	22906
Total Century Link					135.56	
City of Corvallis						
Bill	5/7/2019	Inv# 2...	6/6/2019		150.74	22907
Total City of Corvallis					150.74	
Civil West Engineering Services, Inc						
Bill	5/7/2019	Date ...	5/17/2019		26,003.93	22908
Total Civil West Engineering Services, Inc					26,003.93	
Delapoer Kidd Attorneys at Law						
Bill	5/2/2019	Inv# 1...	5/12/2019		2,082.50	22909
Total Delapoer Kidd Attorneys at Law					2,082.50	
Edge Analytical Laboratories						
Bill	5/2/2019	Inv# 1...	5/12/2019		29.70	22910
Total Edge Analytical Laboratories					29.70	
NW Natural						
Bill	5/2/2019	Apr 2...	5/12/2019		252.75	22911
Total NW Natural					252.75	
One Call Concepts						
Bill	5/2/2019	Inv# 9...	6/1/2019		52.50	22912
Total One Call Concepts					52.50	
Oregon DEQ						
Bill	5/2/2019	Inv#...	5/12/2019		100.00	22913
Total Oregon DEQ					100.00	
Oregon Mayors Association						
Bill	5/7/2019	INV# ...	5/17/2019		71.00	22914
Total Oregon Mayors Association					71.00	
Simply Payroll						
Bill	5/7/2019	Inv#1...	5/17/2019		93.80	22915
Total Simply Payroll					93.80	
<b>TOTAL</b>					<b>35,968.70</b>	

*(Signature)*  
5/7/19

11:24 AM

05/24/19

City of Adair Village  
**Unpaid Bills Detail**  
As of May 24, 2019

Type	Date	Num	Due Date	Aging	Open Balan...	
Century Link						
Bill	5/21/2019	May 1...	5/31/2019		79.87	22931
Total Century Link					79.87	
CIS TRUST						
Bill	5/21/2019	June ...	5/31/2019		6,086.55	22932
Total CIS TRUST					6,086.55	
Eric Harvey (V)						
Bill	5/24/2019	5/24/...	5/31/2019		75.00	22933
Total Eric Harvey (V)					75.00	
Reed's Painting, Inc.						
Bill	5/21/2019	Inv# 4...	5/31/2019		450.00	22934
Total Reed's Painting, Inc.					450.00	
<b>TOTAL</b>					<u>6,691.42</u>	

*JA*  
5/24/19




City of Adair Village  
**Unpaid Bills Detail**  
 As of May 17, 2019

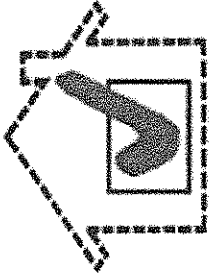
Type	Date	Num	Due Date	Aging	Open Balan...	
Auto Zone						
Bill	5/9/2019	Sim# ...	5/19/2019		50.97	22916
Total Auto Zone					50.97	
Berkadia Commercial Mortgage LLC						
Bill	5/16/2019	5/16/...	5/26/2019		312.40	22917
Total Berkadia Commercial Mortgage LLC					312.40	
Cascade Columbia Distribution						
Bill	5/9/2019	Inv# 7...	7/8/2019		3,318.50	22918
Total Cascade Columbia Distribution					3,318.50	
Cornerstone Janitorial						
Bill	5/9/2019	Inv #5...	5/19/2019		261.46	22919
Total Cornerstone Janitorial					261.46	
De Lage Landen Financial Services, Inc.						
Bill	5/16/2019	Inv# 6...	5/26/2019		131.00	22920
Total De Lage Landen Financial Services, Inc.					131.00	
Edge Analytical Laboratories						
Bill	5/14/2019	Inv# 1...	5/24/2019		114.30	22921
Total Edge Analytical Laboratories					114.30	
Ferguson Enterprises						
Bill	5/14/2019	Inv# 0...	5/24/2019		4,343.27	22922
Total Ferguson Enterprises					4,343.27	
Oregon DEQ						
Bill	5/16/2019	WQ2...	5/26/2019		2,415.00	22923
Total Oregon DEQ					2,415.00	
Pace Heating & Air						
Bill	5/14/2019	S-483...	5/24/2019		504.00	22924
Total Pace Heating & Air					504.00	
Pacific Power/PacificCorp						
Bill	5/16/2019	5-10-...	5/26/2019		1,466.46	22925
Total Pacific Power/PacificCorp					1,466.46	
Republic Services #452						
Bill	5/10/2019	4-30-...	5/20/2019		72.11	22926
Total Republic Services #452					72.11	
Smith-Wagar Consulting						
Bill	5/14/2019	Inv# 5...	5/24/2019		1,900.00	22927
Total Smith-Wagar Consulting					1,900.00	
Verizon						
Bill	5/14/2019	Inv# 9...	5/24/2019		225.57	22928
Total Verizon					225.57	
<b>TOTAL</b>					<b>15,115.04</b>	

*[Handwritten signature]*  
 5/17/19

City of Adair Village  
**Unpaid Bills Detail**  
 As of May 30, 2019

Type	Date	Num	Due Date	Aging	Open Balan...	
American Business Software, Inc Bill	5/30/2019	Inv# 1...	6/9/2019		60.60	22937
Total American Business Software, Inc					60.60	
Bashful Bob's Inc Bill	5/30/2019	Inv# 6...	6/9/2019		7,723.05	22938
Total Bashful Bob's Inc					7,723.05	
Century Link Bill	5/30/2019	May 1...	6/9/2019		162.27	22939
Total Century Link					162.27	
City of Corvallis Bill	5/28/2019	Inv# 2...	6/27/2019		348.24	22940
Total City of Corvallis					348.24	
Comcast Bill	5/28/2019	May 1...	6/7/2019		102.85	22941
Total Comcast					102.85	
Consumers Power Inc. Bill	5/28/2019	5/20/...	6/7/2019		2,803.79	22942
Total Consumers Power Inc.					2,803.79	
<b>TOTAL</b>					<u>11,200.80</u>	

  
 5/20/19



**CODE COMPLIANCE**

Willamette Valley Processors, LLC

End of Month – May

4/30/19 through 5/27/19

CSO	Jerry Jackson						
Hours Worked:	Hrs. - 100						
Complaint Total:	<b>Monthly Case Load</b>						
	Complaints 3 Self-Initiated 17 Total Calls 20						
A19-055	4/30/19 9:30 AM	Very tall grass in front yard.	Observed	Open	218 NE Azalea	Warning 0519	
A19-056	5/1/19 9:16 AM	Very tall grass in front yard.	Observed	Open	3130 NE Willamette	Warning 0520	
A19-057	4/17/19 10:45 AM	Dumpster in yard, broken door on lawn, tall grass	Observed	Closed	234 NE Azalea	2nd Warning verbal	
A19-058	4/17/19 10:45 AM	Building materials left on the porch and lawn	Observed	Closed	236 NE Azalea	Send warning verbal	
A19-059	5/3/19 12:00 AM	Boat park on lawn	Reported	Closed	248 NE Azalea Ave	Verbal Warning	

A19-060	5/3/19 12:49 PM	Theft of Quad	Reported	Open	Waste Water Facility	2019-B01419
A19-061	5/6/19 9:14 AM	Couch on front lawn	Observed	Closed	6045 William R. Carr, Unit 1	Verbal warning
A19-062	5/6/19 9:22 AM	Car blocking sidewalk	Complaint	Closed	250 NE Azalea Ave	Verbal warning
A19-063	5/7/19 4:16 PM	Tall grass	Observed	Closed	8838 NE Cori Ct	Warning 0522
A19-064	5/7/19 4:18 PM	Tall grass	Observed	Closed	8808 NE Cori Ct	Warning 0523
A19-065	5/7/19 4:23 PM	Tall grass	Observed	Closed	6301 William R Carr	Warning 0524
A19-066	5/8/19 7:52 AM	Car parked on lawn	Observed	Closed	6045 William R Carr, Unit 2	Citation 0496
A19-067	5/10/19 8:34 AM	Tall grass	Observed	Open	230 NE Azalea Ave	Warning 0525
A19-068	5/13/19 7:53 AM	Couch on front lawn	Observed	Open	6045 William R Carr, Unit 1&2	Email Property Management
A19-069	5/14/19 9:39 AM	Tall grass/cans left out	Observed	Open	130 NE Columbia	Warning 0526
A19-070	5/14/19 9:50 AM	Tall grass/cans left out	Observed	Open	132 NE Columbia	Warning 0527
A19-071	5/16/19 10:37 AM	Car backed into pickup	Observed	Closed	Estate Sale Azalea	Told party to leave information
A19-072	5/20/19 10:52 AM	Basketball Hoop on sidewalk	Observed	Open	8821 Cori Ct	Needs warning letter again
A19-073	5/20/19 11:50 AM	Two Dogs at large	Observed	Closed	6045 William R Carr, Unit 1	Sent email final warning to owner
A19-074	5/21/19 10:36 an	Abandoned Bike	Observed	Closed	Kiddie Park	Keep an eye on it

Wrong Way Driving 0

Noise 0

Yellow Zone 0

Animal at large 1

Prohibited Parking 4

Livestock/Dog Violations 0

Grass/Vegetation Warnings 9

2019 Chicken Permits 0

Criminal Mischief 1

Basketball Hoop on sidewalk 1

Trash Container 2

Abandon Property 1

Solid Waste/Littering 3

Vacation/Citizen Assist 1

**Animal Control:** Sheriff's Office Animal Control Officer covers calls by citizens in regard to Dogs.

**City Assist:**

- Emergency Management – FEMA Train-the-trainer school for CERT (Emmitsburg, Md. July 7th-13th with Benton County.
- Daily Patrol
- Administrative Fines – Resolution # 2019 – 2 (in packet)



PUBLIC WORKS  
OPERATIONS AND MAINTENANCE REPORT  
PERIOD: 4/20/2018 TO 5/20/2019

WATER USE / DISTRIBUTION REPORT

WATER USE REPORT

Water Produced: 5,975,480 Million Gallons

Average Usage per Day 192k

Water Loss: 34%

WATER DISTRIBUTION REPORT

Maintenance Activity. Two meters were replaced and one broken meter corp was repaired as well. Water usage is increasing with warmer weather. No leaks were reported this month.

Collected Monthly, Bacterial Sample: Results were clean.

Collected quarterly, Second quarter samples have been taken.

WASTEWATER TREATMENT REPORT

Flows continue to be low and sampling as reduced for the summer. Staff was able to fix a pump issue at the lift station at the park. Both pumps are now operational. Staff also fixed a leak in the trickling arm at the plant.

Discharged: Discharge to the river has ended for the year.

## **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. Spraying for weeds and grasses in the cracks in the streets and sidewalks has begun. Staff will continue throughout the summer spray and maintain the roads.

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

Maintenance Activity; Mowing continues to increase the grass is growing rapidly. Staff also continues to spray and clear brush from all parks and city facilities.

## **WATER TREATMENT PLANT**

Maintenance Activity: The water treatment plant continues to run well with no issues to report. Staff have completed cleaning all bays, maintaining pumps and power washing filter beds.

## **WASTEWATER TREATMENT PLANT**

Maintenance Activity: The wastewater treatment plant is in good shape. Staff continues daily checks, maintenance and labs.

Completed by Matt Lydon, Public Works Supervisor



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## CITY ADMINISTRATOR'S REPORT June 4, 2019 Council Meeting

### Administration

- **Founders Day** – Founder day will be on August 17<sup>th</sup> this year 11:00am to 3:00pm with the barbecue from 12:00pm to 2:00pm. Staff and I will be working with ALH to get ready.
- **Youth Program** – Jessica Ill started this week and we are working on a plan for this year's youth program. She will be doing free lunches in the park and activities throughout the summer.
- **Audit** – We have scheduled our Audits for August this year, so we should be done with it early.

### Property/Businesses

- **Serve Pro** – Tim McGinnis is working on the landscaping and will have paid all his fees by the end of the year. Tim is also working on a partition to make two commercial lots.
- **Barracks** – We are working on the entrances and getting all the fixtures installed. We are also working with an architect to get a change of occupancy for the buildings.
- **AV Market** – The Store reported that they are doing much better with the construction going on at this time. They have requested a lease form the City so Sean and I will be bringing that back to you next month.
- **Sweet Taste Bakery** – Linda has moved up to the area now and she said that business has been better as well.

### Major Projects/Engineering

- **Calloway Creek** – Pacific Excavation has begun the dig out for phase two, while phase one continues to progress. They have got 5 certificates of occupancy at this point. The first people will be moving in over the next two weeks.
- **SCS Property** – Pat Depa has been working with MS engineering on their application. He said they are not on any timeline and do not expect to have anything this year.
- **William R. Carr Subdivision** –The contractor is hoping to have all of the infrastructure work done and the roads repaired by the end of next week.
- **Benton County Property** – Pat Depa is working with the Federal Government to try and get the property out of parks and perpetuity. We are hoping to trade six acres of our industrial land to meet the requirements.



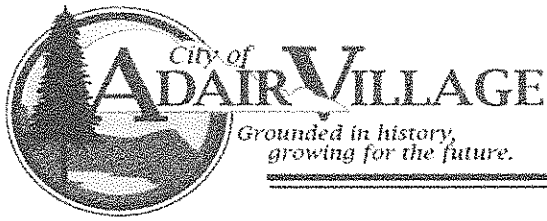
ADAIR VILLAGE PATROL

April 25, 2019 - May 24, 2019

Benton County Sheriff's Office - Adair Patrol Activity Log

Date	Case #	Total Time	*Shift	Deputy	Contacts	Traffic		Arrests		Ord. Viol.	Other
						Warn	Cite	Cite	Cust		
4/25/2019	1413	1.00	swing	Heese		1					one warning for fail to drive within lane; patrolled neighborhoods, businesses, school and park between 2350-0050
4/25/2019	1418	1.00	day	Bowers							no calls for service between 1015-1115
4/26/2019	1435	1.00	grave	Blaser		2					2 warnings for speed between 2345-0045
4/26/2019	1436	1.00	grave	Hardison							patrolled streets, businesses, hwy 99 and lyals from 0200-0300
4/27/2019	1446	1.00	day	Moser							patrolled park, aerodome, streets, school and Ryis from 1115-1215
4/28/2019	1453	1.00	swing	Young		2					patrolled streets hwy 99 and parks from 1845-1955
4/30/2019	1464	2.50	grave	Peterson		1					patrolled from 2300-0130; one traffic stop with a warning
4/30/2019	1467	1.00	day	Bowers							no calls for service between 1040-1140
5/1/2019	1474	2.00	grave	Weikel							patrolled streets, parks, school and business areas from 0230-0430; no activity
5/1/2019	1476	1.00	swing	Horn							no activity
5/2/2019	1479	1.00	swing	Heese							no activity
5/3/2019	1502	1.00	day	Bowers							patrolled from 1200-1300; one call for service for ATV theft on the 7200 block of Arnold Ave
5/4/2019	1510	1.50	day	Drongesen	2	1					one warning for fail to obey a traffic control device between 1340-1510
5/4/2019	1517	1.00	grave	Peterson		2					two traffic stops between 2200-2300
5/5/2019	1521	1.00	swing	Blaser		2					two traffic stops for speed between 2200-2300
5/6/2019	1523	3.00	grave	Nowak							patrolled from 0200-0300 and 0700-0900 at school
5/6/2019	1535	1.00	swing	Moody							juvenile runaway on the 200 block of Azalea Dr.
5/7/2019	1547	1.00	day	Bowers							one call for service between 1345-1445
5/8/2019	1554	4.00	day	Halahuni	3						assisted with polygraph on Laurel Dr.
5/9/2019	1558	1.50	day	Pratt							no activity
5/9/2019	1574	1.00	swing	Horn							welfare check on elderly male 5100 block of Willamette Ave
5/10/2019	1594	1.00	swing	Gordon							one call for service between 1700-1800
5/11/2019	1605	1.00	swing	Horn							no activity
5/12/2019	1609	1.00	grave	B. Iverson							no activity
5/12/2019	1610	1.50	swing	Williams							patrolled parks and streets from 2315-0045
5/13/2019	1616	1.50	swing	Blaser	2						patrolled from 2245-0015
5/13/2019	1618	2.00	grave	Gevalosky							patrolled neighborhoods, parks, new housing from 0000-0200; found man sleeping inside vehicle in new construction area and was warned he needed to go somewhere else.
5/13/2019	1619	1.00	grave	Nowak		1					one stop; several businesses checked
5/13/2019	1620	2.00	day	Moser		1					one warning for speed; checked school, parks, streets and aerodome
5/14/2019	1626	2.00	grave	Peterson							patrolled from 2230-0030; no activity
5/15/2019	1636		swing	Young							parenting assistance on the 100 block of Azalea Dr
5/15/2019	1642	1.00	grave	Nowak							checked school, businesses
5/14/2019	1640	1.00	swing	Heese							no activity
5/15/2019	1641	1.50	swing	Young							one call for service
5/15/2019	1649	0.50	swing	Heese	2						patrolled neighborhoods, businesses, school and park from 1800-1830
5/13/2019	1653	1.00	swing	Horn							no activity
5/17/2019	1666	1.00	swing	Horn							no activity
5/17/2019	1668	2.00	grave	B. Iverson							no activity
5/17/2019	1670	1.50	day	Pratt							no activity
5/17/2019	1675	1.00	swing	Horn							no activity
5/18/2019	1686	1.00	day	Lundy		1					patrolled from 0930-1030; 1 citation for speed
5/18/2019	1678	1.50	grave	Gevalosky		1					patrolled neighborhoods, parks, new housing area from 2300-1230; one cite for no DL





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

Totals - Income shown for Fiscal Year 2019 is \$1,386,372.74 (51.11% of budget) and Expenses are \$1,130,254.70 (41.66% of budget), which shows a Net Income of \$256,118.04 for all funds.

Category	Expenses	Percent of Budget
Personnel Services	\$363,042.23	84.35%
Materials & Supplies	\$469,635.60	75.53%
Capital Outlay	\$163,674.96	54.56%
Debt Service	\$93,902.91	44.99%

Totals by Fund – Income and Expenses for each Fund are shown below.

Fund	Income	Expenses	Difference
General	408,472.90	337,384.67	71,088.23
Reserve	39,999.00	0.00	39,999.00
SDC Fund	83,957.01	26,109.64	57,847.37
Storm Drain	16,083.66	21,557.09	-5,473.43
Streets	43,505.87	42,065.19	1,440.68
Wastewater	192,927.34	203,776.79	-10,849.45
Water	601,426.96	499,361.32	102,065.64
<b>TOTAL</b>	<b>\$1,386,372.74</b>	<b>\$1,130,254.70</b>	<b>256,118.04</b>

We have approximately **\$1,352,372.23** in the Local Government Investment Pool (LGIP). Last month we had **\$1,316,971.69**. Last year on 6/5/2018 we had **\$1,093,028.86**.

	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	119,672.75	118,000.00	1,672.75	101.42%	119,672.75	118,000.00	1,672.75	101.42%
4002 - Property Taxes - Prior Year	4,072.19	1,700.00	2,372.19	239.54%	4,072.19	1,700.00	2,372.19	239.54%
Total 4010 - Government Sources	170,677.36	317,300.00	-146,622.64	53.79%	24,366.49	25,800.00	-1,414.51	94.52%
Total 4020 - Rental Income	68,677.97	109,020.00	-40,342.03	63.0%	68,677.97	109,020.00	-40,342.03	63.0%
Total 4030 - Fees	897,484.76	906,196.00	-8,711.24	99.04%	108,207.43	45,000.00	63,207.43	240.46%
Total 4050 - Other Income	58,242.11	58,100.00	142.11	100.25%	55,910.47	55,200.00	710.47	101.28%
4060 - Interest	27,546.60	7,500.00	20,046.60	367.29%	27,546.60	7,500.00	20,046.60	367.29%
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	275,000.00	-275,000.00	0.0%
Total Income	1,366,372.74	2,712,790.00	-1,326,417.26	51.11%	408,472.90	637,220.00	-228,747.10	64.1%
Gross Profit	1,366,372.74	2,712,790.00	-1,326,417.26	51.11%	408,472.90	637,220.00	-228,747.10	64.1%
Expense								
5000 - Personal Services								
5010 - City Administrator	89,662.00	96,399.00	-6,737.00	93.01%	31,381.70	33,740.00	-2,358.30	93.01%
5016 - Utility/Court Clerk	32,881.56	36,080.00	-3,198.44	91.14%	6,576.30	7,216.00	-639.70	91.14%
5018 - Finance Clerk	16,737.42	17,812.00	-1,074.58	93.97%	2,510.62	2,672.00	-161.38	93.96%
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	49,397.40	53,605.00	-4,207.60	92.15%	0.00	0.00	0.00	0.0%
5052 - Utility Worker III	0.00	38,494.00	-38,494.00	0.0%	0.00	0.00	0.00	0.0%
5054 - Utility Worker II	33,613.84	0.00	33,613.84	100.0%	0.00	0.00	0.00	0.0%
5058 - Utility Worker I	2,957.50	0.00	2,957.50	100.0%	975.00	0.00	975.00	100.0%
5064 - Intern	50.00	0.00	50.00	100.0%	50.00	0.00	50.00	100.0%
5081 - Employee Health Ins Benefits	66,167.29	86,840.00	-20,672.71	76.11%	9,263.16	12,601.00	-3,337.84	73.51%
5082 - Retirement Benefits	43,786.36	52,834.00	-9,047.64	82.84%	10,066.28	11,709.00	-1,642.72	85.97%
5085 - Employment Taxes	23,894.14	35,290.00	-11,395.86	67.71%	5,455.29	7,821.00	-2,365.71	69.75%
5000 - Personal Services - Other	292.50	0.00	292.50	100.0%	0.00	0.00	0.00	0.0%
Total 5000 - Personal Services	363,042.23	430,420.00	-67,377.77	84.35%	69,900.57	88,725.00	-18,824.43	78.78%
Total 5100 - Material & Services	469,635.60	621,775.00	-152,139.40	75.53%	186,147.78	263,625.00	-77,477.22	70.61%
Total 5300 - Capital Outlay	163,674.96	300,000.00	-136,325.04	54.56%	52,854.49	100,000.00	-47,145.51	52.86%
Total 5400 - Debt Service	93,902.91	208,724.00	-114,821.09	44.99%	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	1,130,254.70	2,712,790.00	-1,582,535.30	41.66%	337,364.67	637,220.00	-299,855.33	52.95%
Net Income	256,118.04	0.00	256,118.04	100.0%	71,098.23	0.00	71,098.23	100.0%

	Reserve Fund				SDC 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				0.00			
Total 4020 · Rental Income	0.00				0.00			
Total 4030 · Fees	0.00				83,957.01	59,876.00	24,081.01	140.22%
Total 4050 · Other Income	0.00				0.00			
4060 · Interest	0.00				0.00			
Total 4080 · Transfers In	39,999.00	39,999.00	0.00	100.0%	0.00			
4090 · Beginning Fund Balance	0.00	96,916.00	-96,916.00	0.0%	0.00	255,859.00	-255,859.00	0.0%
Total Income	39,999.00	136,915.00	-96,916.00	29.21%	83,957.01	315,735.00	-231,777.99	26.59%
Gross Profit	39,999.00	136,915.00	-96,916.00	29.21%	83,957.01	315,735.00	-231,777.99	26.59%
Expense								
5000 · Personal Services								
5010 · City Administrator	0.00				0.00			
5016 · Utility/Court Clerk	0.00				0.00			
5018 · Finance Clerk	0.00				0.00			
5025 · Summer Program Coordinator	0.00				0.00			
5050 · Public Works Supervisor	0.00				0.00			
5052 · Utility Worker III	0.00				0.00			
5054 · Utility Worker II	0.00				0.00			
5058 · Utility Worker I	0.00				0.00			
5064 · Intern	0.00				0.00			
5081 · Employee Health Ins Benefits	0.00				0.00			
5082 · Retirement Benefits	0.00				0.00			
5085 · Employment Taxes	0.00				0.00			
5000 · Personal Services - Other	0.00				0.00			
Total 5000 · Personal Services	0.00				0.00			
Total 5100 · Material & Services	0.00				26,109.64	60,000.00	-33,890.36	43.52%
Total 5300 · Capital Outlay	0.00				0.00			
Total 5400 · Debt Service	0.00				0.00			
Total 5500 · Transfers	0.00				0.00			
5700 · Contingency	0.00				0.00			
7777 · Reserve for Future Expenditure	0.00	136,915.00	-136,915.00	0.0%	0.00	255,735.00	-255,735.00	0.0%
Total Expense	0.00	136,915.00	-136,915.00	0.0%	26,109.64	315,735.00	-289,625.36	8.27%
Net Income	39,999.00	0.00	39,999.00	100.0%	57,847.37	0.00	57,847.37	100.0%

	Storm Drain Fund				Street Fund			
	Jul '18 - Jun 19	Budget	\$ Over Budget	% of Budget	Jul '18 - Jun 19	Budget	\$ Over Budget	% of Budget
Income								
4001 - Property Taxes--Current	0.00				0.00			
4002 - Property Taxes - Prior Year	0.00				0.00			
Total 4010 - Government Sources	0.00				43,505.87	61,500.00	-17,994.13	70.74%
Total 4020 - Rental Income	0.00				0.00			
Total 4030 - Fees	16,083.66	21,900.00	-5,816.34	73.44%	0.00			
Total 4050 - Other Income	0.00	200.00	-200.00	0.0%	0.00	200.00	-200.00	0.0%
4060 - Interest	0.00				0.00			
Total 4080 - Transfers In	0.00				0.00			
4090 - Beginning Fund Balance	0.00	11,000.00	-11,000.00	0.0%	0.00	60,200.00	-60,200.00	0.0%
Total Income	16,083.66	33,100.00	-17,016.34	48.59%	43,505.87	121,900.00	-78,394.13	35.69%
Gross Profit	16,083.66	33,100.00	-17,016.34	48.59%	43,505.87	121,900.00	-78,394.13	35.69%
Expense								
5000 - Personal Services								
5010 - City Administrator	4,480.60	4,810.00	-329.40	92.98%	4,485.60	4,820.00	-334.40	93.06%
5016 - Utility/Court Clerk	1,644.08	1,804.00	-159.92	91.14%	0.00			
5018 - Finance Clerk	836.89	891.00	-54.11	93.93%	836.89	891.00	-54.11	93.93%
5025 - Summer Program Coordinator	0.00				0.00			
5050 - Public Works Supervisor	2,472.38	2,660.00	-207.62	92.25%	4,944.76	5,361.00	-416.24	92.24%
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	1,680.68				3,361.40			
5058 - Utility Worker I	130.00				162.50			
5064 - Intern	0.00				0.00			
5081 - Employee Health Ins Benefits	3,308.27	4,347.00	-1,038.73	76.11%	3,969.85	5,389.00	-1,419.05	73.67%
5082 - Retirement Benefits	2,186.28	2,508.00	-319.72	87.25%	2,625.97	3,087.00	-461.03	85.07%
5085 - Employment Taxes	1,159.75	1,674.00	-515.25	69.24%	1,523.09	2,062.00	-538.91	73.87%
5000 - Personal Services - Other	32.50				0.00			
Total 5000 - Personal Services	17,933.43	20,649.00	-2,715.57	86.85%	21,910.16	26,459.00	-3,548.84	86.06%
Total 5100 - Material & Services	2,186.66	6,500.00	-4,311.34	33.67%	17,654.03	20,250.00	-2,595.97	87.18%
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	73,690.00	-73,690.00	0.0%
Total Expense	21,557.09	33,100.00	-11,542.91	65.13%	42,065.19	121,900.00	-79,834.81	34.51%
Net Income	-5,473.43	0.00	-5,473.43	100.0%	1,440.68	0.00	1,440.68	100.0%

	Wastewater Fund			Water 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	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	51.38%
Total 4020 - Rental Income	0.00			0.00				
Total 4030 - Fees	192,927.34	220,420.00	-27,492.66	87.53%	496,399.32	559,000.00	-62,600.68	88.79%
Total 4050 - Other Income	0.00	1,000.00	-1,000.00	0.0%	2,331.64	1,500.00	831.64	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	192,927.34	257,420.00	-64,492.66	74.95%	601,426.96	1,210,500.00	-609,073.04	49.68%
Gross Profit	192,927.34	257,420.00	-64,492.66	74.95%	601,426.96	1,210,500.00	-609,073.04	49.68%
<b>Expense</b>								
5000 - Personal Services								
5010 - City Administrator	13,449.30	14,460.00	-1,010.70	93.01%	35,864.80	38,560.00	-2,695.20	93.01%
5016 - Utility/Court Clerk	8,220.38	9,020.00	-799.62	91.14%	16,440.80	18,040.00	-1,599.20	91.14%
5018 - Finance Clerk	5,021.24	5,343.00	-321.76	93.98%	7,531.78	8,015.00	-483.22	93.97%
5025 - Summer Program Coordinator	0.00			0.00				
5050 - Public Works Supervisor	12,361.87	13,401.00	-1,039.13	92.25%	29,618.39	32,163.00	-2,544.61	92.09%
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	10,084.15			18,487.61				
5058 - Utility Worker I	650.00			1,040.00				
5084 - Intern	0.00			0.00				
5081 - Employee Health Ins Benefits	16,543.37	20,528.00	-3,984.63	80.59%	33,082.54	44,075.00	-10,992.46	75.06%
5082 - Retirement Benefits	9,409.76	11,126.00	-1,716.24	84.58%	19,476.07	24,404.00	-4,927.93	79.81%
5085 - Employment Taxes	5,424.37	7,431.00	-2,006.63	73.0%	10,331.64	16,301.00	-5,969.36	63.38%
5000 - Personal Services - Other	0.00			260.00				
Total 5000 - Personal Services	81,164.44	92,857.00	-11,692.56	87.41%	172,133.63	202,730.00	-30,596.37	84.91%
Total 5100 - Material & Services	86,920.35	88,860.00	-1,879.65	97.88%	150,615.14	182,600.00	-31,984.86	82.48%
Total 5300 - Capital Outlay	0.00			110,820.47		200,000.00	-89,179.53	55.41%
Total 5400 - Debt Service	29,247.00	51,470.00	-22,223.00	56.82%	53,529.08	135,000.00	-81,470.92	39.65%
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	203,776.79	257,420.00	-53,643.21	79.16%	499,361.32	1,210,500.00	-711,138.68	41.25%
Net Income	-10,849.45	0.00	-10,849.45	100.0%	102,065.64	0.00	102,065.64	100.0%

Monthly Utility and Tax Cost Comparison: The City of Adair Village and Five Nearby Cities

	Adair 840	Corvallis 58,735	Albany 50,158	Monmouth 9,534	Independence 8,950	Philomath 4,584
Pop. 2018						
<b>Water</b>	Base Most are 3/4" Vol/1000 G	Base 3/4" 1" Vol/100 CF 0-7 8-13	Base 3/4" or less 1" Vol/100 CF first 600 CF over 600 CF	Base \$18.23 Vol/100 CF	Base 5/8 - 3/4" 1" Vol/100 CF	Base 3/4", 5/8" 1" Vol/100 CF
<b>Avg (600 CF)</b>	\$48.00 \$4.65 \$68.87	\$15.65 \$24.07 \$1.73 \$2.24 \$26.07	\$18.72 \$27.36 4.17 \$2.65 \$43.74	\$18.23 \$2.62 \$33.95	\$33.42 \$70.19 \$3.20 \$52.62	\$14.00 \$35.00 \$4.40 \$58.60
<b>Wastewater</b>	Base	Base	Base	Base	Base	Base
<b>Avg (600 CF)</b>	\$56.50 \$56.50	\$18.64 \$2.97 \$36.49	\$37.45 \$2.64 \$53.29	\$37.81 \$37.81	\$47.90 \$2.14 \$47.90	\$25.00 \$5.25 \$56.60
<b>Stormwater</b>	Base	Base	Base	They are considering a Stormwater Utility Fee	Base Per ERU	Base Res. SF Duplex
<b>Avg</b>	\$2.50 \$2.50	\$9.02 Special User Unit per ERU \$1.68	\$5.28 Imp. Surf. Chg 1350 SF or less 1351-3150 SF \$6.88	\$0.00	\$1.42 \$10.08	\$2.00 \$4.00
<b>Other Fees</b>	Fire Service Rates 1"/hcf 1.5"/hcf Total FSR Transp. Maint. Fee Local option Levy on May 2019 ballot Public Safety Fee <sup>1</sup>	Low-inc. Assist. Prog. Surcharge \$1.25 \$1.58 \$7.50 \$2.00 \$1.07 17.33 \$27.90	\$0.35		Priv. Fire Pctctn 2" 4" Pub. Fire Pctctn Water Conn. Fees 3/4" 1" Sewer Conn Fees Res. SF	Street Ut. Fee Res. SF Duplex Gen. Fund Fee \$10.00
<b>Avg</b>	\$0.00	\$0.35	\$0.35	\$0.00	\$400.00 \$64.88	\$14.00
<b>Avg Utility</b>	\$127.97	\$79.26	\$103.92	\$71.76	\$112.02	\$117.20
<b>Other Utility Costs</b>	\$0.00	\$77.90	\$0.35	\$0.00	\$64.88	\$14.00
<b>City Tax Rate*</b>	\$2.55	\$6.19	\$8.15	\$4.12	\$5.85	\$10.45
<b>City Tax Rate*</b>	\$5.13	\$2.11	\$4.29	\$7.35	\$2.26	\$8.11
<b>Grand Total</b>	\$181.83	\$280.12	\$277.05	\$157.99	\$295.14	\$241.67

Note: 1 CF = 7.48051948 Gallons; 600 CF = 4488.31 Gallons ERU = Equivalent Residential Unit \*per \$1,000 Assessed Value (\$250,000 avg home)

<sup>1</sup> Passed May 2019, to begin July 2019. Should show up on bill as two line items, one for fire and one for police



**CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**  
**January 1, 2018**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of July 2019 by and between the City of Adair Village, hereinafter called the "City," and Patrick Hare, hereinafter called "Administrator."

**Recitals**

WHEREAS, the City is a municipal corporation, duly organized under the statutory authority of the state of Oregon; and

WHEREAS, the City desires to employ the services of Patrick Hare as the City Administrator of the City of Adair Village to perform the duties of the City Administrator under the conditions and provisions of the Adair Village Charter; and

WHEREAS, it is the desire of the City to establish the terms, to provide certain benefits, and to set working conditions and other conditions of employment of the Administrator; and

WHEREAS, it is the desire of the City to (1) retain the services of the Administrator and to provide inducement for him to remain in such employment; (2) make possible full work productivity through the establishment of these terms of employment and a regular process for evaluating performance; and (3) provide a just means for terminating the Administrator's services at such time as he may be unable to fully discharge his duties due to age or disability or when the City may desire to otherwise terminate his employ; and

**Agreement**

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**SECTION 1. DUTIES AND AUTHORITY.**

- A. The City hereby agrees to employ Patrick Hare as City Administrator of the City to perform the functions and duties of City Administrator consistent with the Adair Village City Charter and state law.
- B. The authority of the ADMINISTRATOR, shall include, but not be limited to, the following: the overall management, administration, and direction of all City operations; hiring, evaluating, disciplining, and firing all City employees, EXCEPTING contractual management staff such as, City Attorney and Municipal Judge; the negotiation, execution, and administration of City contracts within budget appropriations pursuant to City policy and ordinance; providing policy advice to elected officials and to perform such other duties and functions as the City Council shall assign from time to time.

**SECTION 2. TERM.**

- A. Nothing in the Agreement shall grant the Administrator any property rights in his position nor shall it prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Administrator at any time, with or without cause, subject only to the provisions of this agreement pertaining to Termination and Severance Pay.
- B. The Administrator may resign at any time, subject only to the requirement that he provide not less than ninety (90) days' written notice to the City.

- C. The Administrator agrees, except as specifically authorized by the City Council, to remain in the exclusive employ of the City and not to become employed by any other employer until the effective date of any termination or resignation. The term "employed" shall not be construed to include occasional teaching, writing, or consulting work, which does not interfere with the Administrator's ability to effectively discharge his assigned duties. Further, the Administrator shall not engage in any outside employment, consulting, or retainer agreement without the prior written consent of the City Council. Such consent shall be at the sole discretion of the City Council. The Administrator agrees that any outside business activities shall be performed without the use of any City resources and shall not interfere with the Administrator's duties and employment with the City. The Administrator further agrees that any outside activity shall be consistent with the requirements of Oregon's government ethics laws, the City Charter, the Adair Village Municipal Code, and the City's human resources policies.

**SECTION 3. TERMINATION AND SEVERANCE PAY.**

- A. In the event the Administrator is terminated by the City Council at a time when the Administrator is willing and able to perform the duties of City Administrator or due to a medical disability, then, and in that event, the City agrees to pay the Administrator a cash payment equal to (12) months of annual salary, payable on a monthly basis at the same rate as the current agreement provides until such benefits are exhausted and provided further that such payments shall terminate upon the Administrator obtaining comparable full-time employment. Any portion of a month shall be prorated.
- B. In the event the Administrator voluntarily resigns his position while this agreement is in effect, Administrator agrees to reimburse the City the sum of \$16,084.00. This provision may be waived by the City at the City's sole discretion. Additionally, the Administrator shall not be entitled to severance pay in accordance with this section.
- C. In the event the Administrator is terminated because he willfully and repeatedly fails or refuses to comply with the policies, rules, regulations, and standards established by the Council in accordance with the City Charter and which have been communicated to him in writing prior, the City is discharged of responsibility with respect to the termination pay referenced in this section.
- D. In the event of the Administrator's conviction of, or plea of guilty or no contest to, (a) a felony (other than a traffic violation), (b) a crime involving moral turpitude, or (c) a criminal act which adversely affects the business or reputation of the City, the City is discharged of responsibility with respect to the termination pay referenced in this section.

**SECTION 4. SALARY.**

- A. The City agrees to pay the Administrator for his services rendered pursuant hereto to a monthly base salary of \$8,042.00 payable in installments at the same time as other City employees are paid. In addition, the City Council agrees to review the base salary and other benefits of the Administrator at the Administrator's annual performance review which shall be conducted in March of each year.

**SECTION 5. PAID LEAVE OF ABSENCE.**

The Administrator shall be entitled to paid leave of absence (e.g., holidays, sick leave, vacations) with accrual, accumulation, and use in accordance with City policies applying to other Executive unit employees of the City. The Administrator shall take no less than fifty percent (50%) of his annual earned vacation during each year of employment. The Administrator shall retain all accrued leave which he currently holds.

#### **SECTION 6. DUES AND SUBSCRIPTIONS.**

The City agrees to budget and pay the professional dues and subscriptions of the Administrator appropriate for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and to improve his performance in his duties as City Administrator of the City.

#### **SECTION 7. PROFESSIONAL DEVELOPMENT.**

In accordance with City policy, the City agrees to budget and pay the registration, travel, and subsistence expenses of the Administrator for professional and official travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Administrator and to adequately pursue necessary official functions of the City. The Administrator shall receive prior approval from the Mayor regarding registrations and travel expenses to be paid or reimbursed by the City.

#### **SECTION 8. CIVIC MEMBERSHIP.**

The City recognizes the desirability of representation in and before local civic and other organizations, and the Administrator is authorized to become a member of civic clubs or organizations for which the City shall pay membership expenses excluding the cost of meals. The Administrator shall report to the Council on each such membership prior to becoming a member.

#### **SECTION 9. FRINGE BENEFITS.**

The Administrator shall receive the same fringe benefits as other City Executive unit employees currently receive and such fringe benefits as may hereafter be provided by the City to its Executive unit employees. As used herein, "fringe benefits" includes long-term disability, health insurance, life/ad&d insurance, retirement benefits, 401a deferred compensation, and other benefits paid by the City for its Executive unit employees. These benefits are governed by but not limited to the member handbook and human resources policies.

##### **A. Vacation, Sick, and Administrative Leave**

The Administrator shall receive the same vacation, sick, and administrative leave benefits as other City Executive unit employees currently receive and such benefits as may hereafter be provided by the City to its Executive unit employees. These benefits are governed by but not limited to the member handbook and human resources policies.

#### **SECTION 10. PROFESSIONAL LIABILITY.**

The City agrees to defend, hold harmless, and indemnify the Administrator on any and all claims brought against him arising out of his actions within the scope of the employment relationship with the City. The City agrees to carry appropriate insurance therefore through the City's insurance program.

#### **SECTION 11. USE AND RETURN OF CITY PROPERTY.**

The Administrator recognizes and agrees that all personal property provided by the City to him shall be and remain the property of the City. The Administrator will preserve, use, and hold the City property only for the benefit of the City and to carry out the City's business. When the Administrator's employment terminates or upon demand of the City Council pending or during any review of the Administrator's conduct, he will immediately deliver to the City all City property that he has in his possession or control.

#### **SECTION 12. ATTORNEY FEES.**

In the event suit or action is instituted to interpret or enforce the terms of this employment agreement or seek damages for its breach, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action.

#### **SECTION 13. AMENDMENTS TO THIS AGREEMENT.**

Nothing shall restrict the ability of the City and Administrator to amend or adjust the terms of this agreement; however no amendment or adjustment shall be valid unless in writing and signed by both the City and the Administrator. Administrator reserves the right to discuss terms of this agreement with the City Council as a whole in either closed Executive Session or open Regular Session as state law allows and as Administrator deems appropriate.

#### **SECTION 14. GENERAL PROVISIONS.**

This Agreement shall be binding upon and inure to the benefit of the heirs-at-law and executors of the Administrator.

#### **SECTION 15. ENTIRE AGREEMENT.**

The Administrator shall be subject to all employment policies and directives applicable to his position. These policies as they presently exist or may be subsequently modified, along with this employment agreement, constitute the entire agreement between the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiation or previous agreements between the parties with respect to all or any part of the subject matter hereof.

#### **SECTION 16. WAIVER.**

Failure of either party at any time to require performance of any provisions of this employment agreement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision itself or of any other provision.

#### **SECTION 17. MEDIATION AND ARBITRATION.**

- A. Should any dispute arise between the City and Administrator regarding the terms of this Agreement or the terms of any Exhibit or work or services covered thereby, it is agreed that such dispute will be submitted to a mediator prior to any arbitration. Submission of the matter shall occur, if at all, not later than sixty (60) days from the date the cause of the dispute is known or should have been known to either the City or Administrator. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Adair Village, Oregon unless both parties agree otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If either the City or Administrator requests

mediation or the other party fails to respond within ten days, a mediator shall be appointed by the presiding judge of the Benton County Circuit Court upon request of either party. In the event the parties are unable to mediate their dispute, then the sole and exclusive remedy shall be as set out in the subsequent section Arbitration.

- B. In the event the parties have a dispute concerning the terms of this Agreement, the terms and conditions of the employment relationship or the alleged violation of any federal, state or local law relating to the employment relationship (and they have not otherwise resolved the matter through the mediation process set out in section A above) then the dispute shall be resolved by submitting it to binding arbitration. Submission of the matter to binding arbitration must occur, if at all, not more than sixty (60) days after the mediation referred to in subsection A has failed or been abandoned by one or both parties.
1. Within thirty (30) days of notice by either party to the other requesting arbitration, City and Administrator shall select an arbitrator from a list of three (3) obtained from Benton County Circuit Court. The arbitrator shall for purposes of the arbitration proceedings, apply the rules of mandatory arbitration as adopted by the Benton County Circuit Court in effect at the time of the arbitration. If the parties fail to select an arbitrator as required above, on application by either party, the arbitrator shall be appointed by the presiding judge of the Benton County Circuit Court.
  2. Within Sixty (60) days of the selection or appointment of the arbitrator, both City and Administrator shall concurrently submit to the arbitrator (supplying a copy to each other) a written statement of their respective legal and factual positions on the dispute. The arbitrator shall determine, after hearing on the merits and within forty-five (45) days after receipt of statements, his/her determination of the dispute which determination shall be final and binding.
  3. Each party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each party shall bear its own expenses for witnesses, depositions and attorneys.

#### **SECTION 18. SEVERABILITY.**

If any provision, or any portion thereof, contained in this employment agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this employment agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

#### **SECTION 19. EFFECTIVE DATE.**

This agreement shall be effective commencing on the 1<sup>st</sup> day of January 2018.

IN WITNESS WHEREOF, the City of Adair Village has created this employment agreement to be signed and executed on its behalf by its Mayor, and the Administrator has signed and executed this employment agreement the 1<sup>st</sup> day of January 2018.

By: \_\_\_\_\_  
**Patrick Hare, City Administrator**

By: \_\_\_\_\_  
**Bill Currier, Mayor**

*In Loving Memory*



**Charlene King**  
1938 – 2019

“I am very much in love with what Adair Village was, is and will become.” – Charlene King



*In grateful recognition of Charlene King's outstanding service and dedication to the City of Adair Village.*

Charlene was a “mouse that roared” for the rights and needs of Adair residents, especially in her tireless efforts to secure the city’s water rights. She was a renegade who was dedicated to protecting and improving Adair Village, often going up against larger and more powerful entities. Charlene moved to Adair with her husband William Carr in 1973; she was elected its first Mayor in 1976; and she was serving as Mayor pro tem until her passing in February, 2019.

Charlene was committed to fostering a strong sense of community among residents. In so many ways, Charlene made Adair a better place to live. Her service to the City was, indeed, exemplary.

Bill Currier, Mayor

Pat Hare, City Administrator

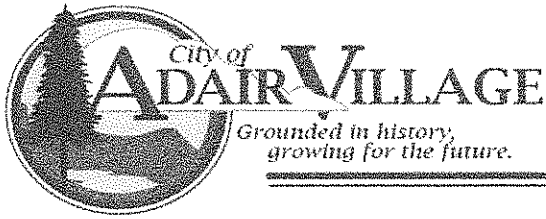


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**STAFF REPORT**  
**Peak Internet**

Peak internet who is also owned by consumer power is requesting a franchise agreement with the City. It is my understanding that they do not want to put infrastructure in the existing parts of town just the new development. Consumer power was requiring that conduit be put in the ground for Peak to run fiber by the developers so that they could utilize it for their equipment. The City just approved a franchise agreement with Alyrica and they are willing to run fiber throughout town. Alyrica also presented on the numbers that are needed for that project to pencil out.





## STAFF REPORT Calloway Creek Street Lights

In the new development Brownstone installed street lights that are more decorative than the traditional wooden pole with a cobra head. Consumer Power does not offer that type of light or any decorative lights for that matter. This means that the city will need to make a decision if we are going to own street lights or require that the rest of the development install wooden poles.

If the city owns the lights the usage rate will be lower than the rest of the lights throughout town however; if the city owns the lights we will have to contract with consumers to maintain them. In talking with other cities that have done this it is almost a wash.

The other alternative is we require them to install poles offered by Consumers Power; the developer would really like to put the decorative lights in.

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

In the Matter of Granting a Franchise to                    )  
Alyrica to Operate and maintain                            )  
A Telecommunications System in the                        )  
City of Adair Village, Oregon                                )

**ORDINANCE NO. 2019 - 01**

WHEREAS, this matter having come before the City Council of Adair Village on June 4, 2019 upon recommendation of the City Administrator; and

WHEREAS, Alyrica corporation (“Alyrica” or “Company”), is a regulated public utility that provides Telecommunications, Fiber and Internet to the citizens of the City of Adair Village (the “City”) and other surrounding areas;

WHEREAS, providing Telecommunications requires the installation, operation and maintenance of infrastructure and other related facilities to be located within the public ways of the City;

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

**THE CITY OF ADAIR VILLAGE CITY COUNCIL ORDAINS AS FOLLOWS:**

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 three 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 Benton 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





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: \_\_\_\_\_

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

In the Matter of Adopting the Budget,                    )  
Making Appropriations, and Levying Taxes            )  
For Fiscal Year 2019-2020                                )

**RESOLUTION NO. 2019 -- #02**

ADOPTING THE BUDGET

IT IS HEREBY RESOLVED that the City Council of the City of Adair Village hereby adopts the budget for the fiscal year 2019-2020 in the sum of **\$1,502,840** now on file in the City Office.

MAKING APPROPRIATIONS

IT IS HEREBY RESOLVED by the City Council of the City of Adair Village, that the amounts for the fiscal year beginning July 1, 2019 and ending June 30, 2020 and for the purposes shown below are hereby appropriated as follows:

<b>GENERAL FUND</b>		
Administration		\$ 136,787
Parks		37,445
Public Safety		40,682
Non-Departmental		121,180
Capital Outlay		30,000
Debt Service		22,254
Transfers		5,000
Contingency		<u>50,000</u>
	<b>Total General Fund</b>	<b>\$ 443,348</b>
 <b>RESERVE FUND</b>		
Transfers		\$ <u>31,418</u>
	<b>Total Reserve Fund</b>	<b>\$ 31,418</b>
 <b>STORM DRAIN FUND</b>		
Operations		\$28,973
Transfers		<u>200</u>
	<b>Total Storm Drain Fund</b>	<b>\$ 29,173</b>
 <b>STREET FUND</b>		
Street Maintenance & Operations		\$ 49,353
Transfers		<u>200</u>
	<b>Total Street Fund</b>	<b>\$ 57,053</b>
 <b>WASTEWATER FUND</b>		
Operations		\$ 165,519
Debt Service		30,000
Transfers		400
Contingency		<u>6,500</u>
	<b>Total Wastewater Fund</b>	<b>\$ 202,419</b>

WATER FUND	
Operations	\$ 416,229
Capital Outlay	115,000
Debt Service	125,000
Transfers	3,200
<b>Total Water Fund</b>	<b>\$ 739,429</b>

**TOTAL APPROPRIATIONS** **\$ 1,502,840**

IMPOSING THE TAX

IT IS HEREBY RESOLVED that the City Council of the City of Adair Village hereby imposes the taxes provided for in the adopted budget at the rate of \$2.5894 per \$1000 of assessed valuation for operations; and that these taxes are hereby imposed and categorized for tax year 2019-2020 upon the assessed value of all taxable property within the City of Adair Village.

	GENERAL GOVERNMENT	EXCLUDED FROM LIMITATION
General Fund	\$2.5894 per \$1000.00	\$0

DATED: This 4th day of June, 2019

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator

A public meeting of the City of Adair Village will be held on June 4, 2019 at 6:00 pm at the Adair Village City Hall, 6030 William R Carr Ave., Adair Village, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2019 as approved by the City of Adair Village Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Adair Village City Hall, between the hours of 8:00 a.m. and 5:00 p.m. or online at [adairvillage.org](http://adairvillage.org). This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: City Administrator Pat Hare

Telephone: 541-745-5507

Email: [pat.hare@adairvillage.org](mailto:pat.hare@adairvillage.org)**FINANCIAL SUMMARY - RESOURCES**

TOTAL OF ALL FUNDS	Actual Amount 2017-18	Adopted Budget This Year 2018-19	Approved Budget Next Year 2019-20
Beginning Fund Balance/Net Working Capital	867,082	1,154,974	1,440,692
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	810,695	923,696	938,276
Federal, State and all Other Grants, Gifts, Allocations and Donations	76,450	87,300	88,400
Revenue from Bonds and Other Debt	100,000	230,000	100,000
Interfund Transfers / Internal Service Reimbursements	95,497	40,000	40,418
All Other Resources Except Current Year Property Taxes	124,670	128,820	133,619
Current Year Property Taxes Estimated to be Received	115,000	118,000	122,000
<b>Total Resources</b>	<b>2,189,394</b>	<b>2,682,790</b>	<b>2,863,405</b>

**FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION**

Personnel Services	386,816	430,420	452,092
Materials and Services	558,100	531,775	546,075
Capital Outlay	124,000	300,000	145,000
Debt Service	235,327	208,724	177,254
Interfund Transfers	95,497	40,000	40,418
Contingencies	133,500	56,600	144,000
Special Payments	0	0	0
Unappropriated Ending Balance and Reserved for Future Expenditure	656,154	1,115,271	1,358,566
<b>Total Requirements</b>	<b>2,189,394</b>	<b>2,682,790</b>	<b>2,863,405</b>

**FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM \***

Name of Organizational Unit or Program FTE for that unit or program			
General Fund Administration	77,302	135,803	136,787
FTE	0.61	0.64	0.64
General Fund Parks	26,800	33,815	37,445
FTE	0.80	0.40	0.40
Storm Drain Operations	20,124	27,149	28,973
FTE	0.23	0.23	0.23
Street Maintenance	42,895	45,709	57,053
FTE	0.28	0.28	0.28
Water Operations	486,951	732,593	658,429
FTE	2.35	2.32	2.32
Wastewater Operations	193,179	246,420	202,419
FTE	1.13	1.13	1.13
Not Allocated to Organizational Unit or Program	1,342,143	1,461,301	1,742,299
FTE			
<b>Total Requirements</b>	<b>2,189,394</b>	<b>2,682,790</b>	<b>2,863,405</b>
<b>Total FTE</b>	<b>5.40</b>	<b>5.00</b>	<b>5.00</b>

**STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING \***

The City has begun planning for an expansion of the sewer treatment plant to accommodate growth in the City.

**PROPERTY TAX LEVIES**

	Rate or Amount Imposed 2016-17	Rate or Amount Imposed This Year 2017-18	Rate or Amount Approved Next Year 2018-19
Permanent Rate Levy (rate limit 2.5894 per \$1,000)	2.5894	2.5894	2.5894
Local Option Levy			
Levy For General Obligation Bonds			

**STATEMENT OF INDEBTEDNESS**

LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds	\$0	\$0
Other Bonds	\$5,702	\$0
Other Borrowings	\$2,307,338	\$0
<b>Total</b>	<b>\$2,313,040</b>	<b>\$0</b>

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

In the Matter of Declaring the City's Election        )  
To Receive State Shared Revenues for 2019-20        )

**RESOLUTION NO. 2019 - #3**

WHEREAS, the Budget Committee held a public hearing to allow public input on the use of State Shared Revenue on May 1<sup>st</sup>; and

WHEREAS, the City Council has reviewed possible uses for State Shared Revenues for fiscal year 2019-20; now therefore

IT IS HEREBY RESOLVED by the City Council of the City of Adair Village, that pursuant to ORS 221.770, the City hereby elects to receive state revenue for fiscal year 2019-2020.

DATED: This 4<sup>th</sup> day of June, 2019.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**City Administrator**

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

IN THE MATTER OF MOVING APPROPRIATIONS)  
FROM RESERVE FOR FUTURE EXPENDITURE )  
TO TRANSFER OUT FOR SOFTWARE PURCHASE)

**RESOLUTION NO. 2019 - #4**

WHEREAS, the City of Adair Village has identified a need for new financial accounting software; and,

WHEREAS, the City Council has approved the purchase of the new software; and,

WHEREAS, the City has been reserving money for this purchase in the Reserve Fund; and,

WHEREAS, supplemental budget adjustments are allowed when items were unknown at the time the fiscal 2018-19 budget was adopted; and,

WHEREAS, the City has sufficient resources in the Reserve Fund to provide for this additional budget item;

NOW, THEREFORE, BE IT RESOLVED by the City of Adair Village City Council that:

SECTION 1:                   The FY 2018-19 Budget is hereby amended as follows:

<i><b>General Fund</b></i>	<u>As Adopted</u>	<u>This Change</u>	<u>New Budget</u>
Revenues:			
Transfer In	-	15,000	15,000
Expenditures:			
Non-departmental	215,050	15,000	230,050
<hr/>			
<i><b>Reserve Fund</b></i>	<u>As Adopted</u>	<u>This Change</u>	<u>New Budget</u>
Expenditures:			
Transfer Out	-	15,000	15,000
Reserve for Future			
Expenditure	136,914	(15,000)	121,914
	<u>136,914</u>	<u>-</u>	<u>136,914</u>

SECTION 2:                   This resolution is effective immediately upon passage.

DATED:                   The 4<sup>th</sup> day of June, 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator



## NOTICE OF SUPPLEMENTAL BUDGET HEARING

- For supplemental budgets proposing a change in any fund's expenditures by more than 10 percent.

A public hearing on a proposed supplemental budget for the City of Adair Village for the current fiscal year will be held at Adair Village City Hall, 6030 NE William R. Carr Avenue, Adair Village, Oregon.

The hearing will take place on June 4, 2019 at 6:00 PM.

The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after May 20, 2019 at Adair Village City Hall between the hours of 8:00 AM and 5:00 F

### SUMMARY OF PROPOSED BUDGET CHANGES

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

#### General Fund

Resource	Amount	Expenditure	Amount
1 Beginning Fund Balance	275,000	1 Administration/Planning	165,803
2 Property Taxes	119,700	2 Parks	33,815
3 Intergovernmental	25,800	3 Public Safety	37,682
4 Rents and Leases	109,020	4 Non-departmental	230,050
5 Franchise Fees	46,000	5 Debt Service	22,254
6 Planning & Zoning Fees	15,000	6 Transfers Out	17,355
8 Plan Review Fees	30,000	7 Contingency	46,000
9 Miscellaneous	16,700	8 Reserve for Future Expenditure	99,261
10 Transfer In	15,000		
<b>Revised Total Fund Resources</b>	<b>652,220</b>	<b>Revised Total Fund Requirements</b>	<b>652,220</b>

#### Explanation of change(s):

At the time of budget adoption the City did not know it would be moving forward with new financial accounting software this fiscal year. Money has been set aside in the Reserve Fund to pay for the software, so a transfer in covers the estimated costs of the software for fiscal year 2018-2019.

#### Reserve Fund

Resource	Amount	Expenditure	Amount
1 Beginning Fund Balance	96,915	1 Transfer Out	15,000
2 Transfers in	39,999	2 Reserve for Future Expenditure	121,914
<b>Revised Total Fund Resources</b>	<b>136,914</b>	<b>Revised Total Fund Requirements</b>	<b>136,914</b>

#### Explanation of change(s):

At the time of budget adoption the City did not know it would be moving forward with new financial accounting software this fiscal year. Money is budgeted out of the General Fund to pay for the software, so a transfer out covers the estimated costs of the software for fiscal year 2018-2019.

Supplemental List  
June

Negative numbers are credits  
Positive numbers are debits

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Wastewater R&M	Exp	11,000.00	Dec Res Future	(11,000.00)
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	Inc		Inc		Inc
	GF		GF		Res Fund
Transfer for Software	Trans In	(15,000)	Cap Outlay	15,000	Trans Out

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	Dec	
	Res Fund	
15,000	Reserve	(15,000)

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

**In the Matter of Establishing a Progressive )  
Bail Schedule To Be Applied To Chapter 40 )  
Public Nuisances and Abatement Section )  
40.210 Through Section 40.560 to Act as a )  
Minimum fine. )**

**RESOLUTION NO. 2019 -- #5**

WHEREAS, Ordinance 2012-01 established the latest update of the City's Nuisance Ordinance (Title IV, Chapter 40 of City Code), replacing Ordinance 2008-02; and

WHEREAS, Ordinances 2013-02 and 2014-04 updated some definitions within the existing Nuisance Ordinance; and

WHEREAS, Ordinance 2008-06 provided authority for the City Council to set penalties for Nuisance Code violations via resolution; and

WHEREAS, Resolution 2008-#4 established penalties for the Nuisance Ordinance and Resolution 2009-#5 established minimum and maximum fines; and

WHEREAS, Resolution 2014-#8 established a progressive fine schedule, applicable to section 40.470 Disposal Containers, in order to ensure consistent enforcement while imposing a minimal financial cost to residents

WHEREAS, the City Council wants to establish the use of Administrative Citations to assist in the enforcement of Chapter 40, Public Nuisances and Abatement with a progressive fine schedule, applicable to Section 40.210 through Section 40.560, in order to ensure consistent enforcement while imposing a minimal financial cost to residents; now therefore,

IT IS HEREBY RESOLVED by the City Council of the City of Adair Village, to establish the following schedule:

Chapter 40 Sections 40.210 – 40.560:

Person in charge of property is responsible for compliance:

Third Violation/First Citation \$10.00

Fourth Violation/Second Citation \$20.00

If non-compliance continues the city has the option of citing under Section 40.710 (Chronic Nuisance) of the Nuisance Code \$1500.00

DATED: This 4<sup>th</sup> day of June, 2019.

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**Mayor**

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**City Administrator**