

ADAIR VILLAGE CITY COUNCIL-Final
City Hall - 6030 Wm. R Carr Av.
****Tuesday, October 3, 2023 - 6:00pm****

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 – September 5, 2023 (Attachment A)
- b. Bills List through – September 30, 2023 (Attachment B) 115,982.74

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

4. STAFF REPORTS:

- a) Sheriff's Report (Attachment C) Pat Hare
- b) CSO Report (Attachment D) Pat Hare
- c) City Administrator (Attachment E) Pat Hare
- d) Public Works Report (Attachment F) Pat Hare
- e) Financial Report (Attachment G) Pat Hare

5. OLD BUSINESS:

- a) Cell Tower Ground Lease (Attachment H)
Action: Discussion

6. NEW BUSINESS:

- a) Community Service Consortium (Attachment I) Pegge McGuire
Action: Discussion
- b) Downtown Renderings (Attachment J, J1) Pat Hare
Action: Discussion/Decision

7. ORDINANCES, RESOLUTIONS, AND PROCLAMATIONS:

- a) Resolution 2023 - 8 Removing Judge Position (Attachment K) Pat Hare
Action: Decision

8. EXECUTIVE SESSION

- a) N/A
Action: n/a

9. COUNCIL and MAYOR COMMENTS:

10. ADJOURNMENT:

Next meetings -

City Council –Tuesday, November 7, 2023, 6:00 PM
Planning Commission – October 17, 2023, 6:00pm

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 karla.mcgrath@adairvillage.org, or Oregon Relay Services by dialing 7-1-1. The City of Adair Village is an Equal Opportunity Employer.

**The order in which items on the Agenda are addressed by the City Council
may vary from the order shown on the Agenda.**

**ADAIR VILLAGE
CITY COUNCIL MINUTES
6030 William R. Carr Avenue
****Tuesday, Sept 5, 2023 – 6:00 PM******

Agenda Item	Action
<p>1. Roll Call: City Council Members present: Councilors Officer, Ray, Fuller, and Mayor Currier were present. City Administrator Hare was present. The minutes were taken by CA Hare.</p>	<p>Mayor Currier called the meeting to order at 6:00 PM. and led the flag salute.</p>
<p>2. Consent Calendar Attachment A Minutes of the August 1, 2023, City Council Meeting Attachment B Bills List through August 31, 2023 (\$196,150.27).</p>	<p>Councilor Fuller moved to approve the Consent Calendar. Councilor Officer seconded. Unanimous Approval (4-0).</p>
<p>3. Public Comment</p>	<p>None.</p>
<p>4. Staff Reports</p>	
<p>4a. Attachment C – Sheriff’s Report - CA Hare presented the report.</p>	<p>Council received the report.</p>
<p>4b. Attachment D– CSO Report - CA Hare presented the report.</p>	<p>Council received the report.</p>
<p>4c. Attachment E– City Administrator’s Report Administration</p> <ul style="list-style-type: none"> • Payroll – Caselle the software that the city uses is setting us up with payroll and Karla will be taking that over. Staff are hoping to have this in place this month. • Tangent – Staff continues to provide a high level of service to the community of tangent. I will be attending their council meeting in October to check in. • City Planner – Pat Depa is leaving to take a job in Sandy Oregon. Philomath and the City sent out a job announcement for the position and are hoping to be doing interviews in October. <p>Property/Businesses</p> <ul style="list-style-type: none"> • AVIS – The City will be posting some new signage out on the property for the contaminated soil. DEQ is currently reviewing the action plan and making comments for remediation. • Good Grounds Coffee – Susan has been happy with how the summer went and she is optimistic coming back into the school year that things will pick back up. • Restaurant – Talking with potential occupants about a four-month period in which to get started. They are still negotiating with Paul on the potential purchase of the equipment used for Bella’s restaurant. 	<p>Council received the report.</p>

<p>Major Projects/Engineering</p> <ul style="list-style-type: none"> • Water Plant – The electrical work to install the VFD’S is complete, and the results are great. The plant can now operate two pumps at once and control their speeds. This allows us to reduce run times considerably as we can push water faster. • Calloway Creek – Bridge work is under way and North Core is on schedule to be done by the middle of October. • Wastewater Plant – The Wastewater plant work is almost finished Wildish is excavating the old headworks and doing some finish grading and the work should be completed. 	
<p>4d. Attachment F – Public Works Report CA Hare presented the report.</p>	<p>Council received the report.</p>
<p>4e. Attachment G – Financial Report CA Hare presented the report. The balance in the Local Government Investment Pool is approximately \$\$3,854,063.18. Last year in August, the balance was \$\$3,828,908.92.</p>	<p>Council received the report.</p>
<p>5a. Old Business – Volunteers of Adair Village</p>	
<p>6 New Business</p> <p>6a. (Attachment H) UGB Expansion. A public hearing was opened to discuss the UGB expansion</p> <p>6b. (Attachment I) Support for DLCD Grant Application</p>	<p>Mayor Currier opened the Public Hearing at 6:51 PM. Mayor Currier closed the Public Hearing at 6:57 PM. No public comment.</p> <p>Council received the report.</p>
<p>7 Ordinance, Resolutions, and Proclamations</p> <p>7a. (Attachment J) - Ordinance 2023 - 7 UGB Expansion</p>	<p>City Administrator read the ordinance by title only. Councilor Fuller moved to read the ordinance a second time by title only. Councilor Officer seconded. Unanimous Approval (4-0).</p> <p>City Administrator read the ordinance by title only a second time.</p> <p>Councilor Ray moved to approve the ordinance. Councilor Officer seconded. Unanimous Approval (4-0).</p>

<p>7b. (Attachment K) - Resolution 2023 - 7 Supporting DLCD Grant App</p>	<p>Councilor Officer moved to approve the resolution. Councilor Fuller seconded. Unanimous Approval (4-0).</p>
<p>8. Executive Session</p>	
<p>9. Council and Mayor Comments</p>	
<p>10. Adjournment: City Council –Tuesday, October 3, 2023, 6:00 PM Planning Commission – Tuesday, September 19, 2023, 6:00pm</p>	<p>Mayor Currier adjourned the meeting at 7:06 p.m.</p>

Sep 2023 Bills	Date	Amount
	9/5/2023	\$18,266.19
	9/15/2023	\$70,625.66
	9/20/2023	\$27,090.89

Total \$115,982.74

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
08232023	1	Credit Card Charges	Invoice	09/01/2023	09/19/2023	3,282.26		3,282.26	100-000-28000
Total 08232023:						3,282.26	.00	3,282.26	
Total 690 Bank of America:						3,282.26	.00	✓ 3,282.26	25839
A-512231	1	Rented Unit	Invoice	08/31/2023	09/30/2023	106.64		106.64	500-420-52019
Total A-512231:						106.64	.00	106.64	
Total 890 Best Pots Inc:						106.64	.00	✓ 106.64	25840
08252023	1	503-T31-4410 130b	Invoice	08/25/2023	09/25/2023	53.95		53.95	510-430-52110
Total 08252023:						53.95	.00	53.95	
Total 1410 Century Link:						53.95	.00	✓ 53.95	25841
1985	1	General City matters	Invoice	09/01/2023	10/01/2023	656.25		656.25	100-900-52017
Total 1985:						656.25	.00	656.25	
Total 2300 Delapoer Kidd Attorneys at Law:						656.25	.00	✓ 656.25	25842
23-26551	1	Monthly Coliform	Invoice	08/31/2023	09/30/2023	40.00		40.00	500-420-52104
Total 23-26551:						40.00	.00	40.00	
Total 2520 Edge Analytical, Inc:						40.00	.00	✓ 40.00	25843
08252023	1	1407224-3	Invoice	08/25/2023	09/25/2023	16.61		16.61	100-900-52109
Total 08252023:						16.61	.00	16.61	
Total 4670 NW Natural:						16.61	.00	✓ 16.61	25844
3070312.REP	1	OR Utility Notification Center	Invoice	09/05/2023	09/30/2023	19.60		19.60	500-420-52109
3070312.REP	2	OR Utility Notification Center	Invoice	09/05/2023	09/30/2023	19.60		19.60	510-430-52109
Total 3070312.REP:						39.20	.00	39.20	
Total 4800 One Call Concepts Inc:						39.20	.00	✓ 39.20	25845
S-62561	1	Equipment Repair	Invoice	08/15/2023	09/15/2023	408.00		408.00	100-900-52012
Total S-62561:						408.00	.00	✓ 408.00	25846

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 5240 Pace Heating & Air:						408.00	.00	408.00	
5810 RG Smith Electric & Plumbing Inc									
26959	1	Water treatment plant demo	Invoice	08/30/2023	09/30/2023	13,663.28		13,663.28	500-420-52011
Total 26959:						13,663.28	.00	13,663.28	25847
Total 5810 RG Smith Electric & Plumbing Inc:						13,663.28	.00	13,663.28	
Total :						18,266.19	.00	18,266.19	
Grand Totals:						18,266.19	.00	18,266.19	

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9/5/23

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-000-28000	3,282.26	.00	3,282.26
100-900-52012	408.00	.00	408.00
100-900-52017	656.25	.00	656.25
100-900-52109	16.61	.00	16.61
500-420-52011	13,663.28	.00	13,663.28
500-420-52019	106.64	.00	106.64
500-420-52104	40.00	.00	40.00
500-420-52109	19.60	.00	19.60
510-430-52109	19.60	.00	19.60
510-430-52110	53.95	.00	53.95
Grand Totals:	18,266.19	.00	18,266.19

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
08/23	14,288.48	.00	14,288.48
09/23	3,977.71	.00	3,977.71
Grand Totals:	18,266.19	.00	18,266.19

all mailed 9/20/23

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
150 A & B Septic 60687	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	1,250.00		✓ 1,250.00	100-900-52115
Total 60687:						1,250.00	.00	1,250.00	
60729	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	1,705.00		✓ 1,705.00	100-900-52115
Total 60729:						1,705.00	.00	1,705.00	
60730	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	350.00		✓ 350.00	100-900-52115
Total 60730:						350.00	.00	350.00	
60734	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	375.00		✓ 375.00	100-900-52115
Total 60734:						375.00	.00	375.00	
60757	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	1,055.40		✓ 1,055.40	100-900-52115
Total 60757:						1,055.40	.00	1,055.40	
60760	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	1,260.00		1,260.00	100-900-52115
Total 60760:						1,260.00	.00	✓ 1,260.00	
60823	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	375.00		375.00	100-900-52115
Total 60823:						375.00	.00	✓ 375.00	
60824	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	470.50		✓ 470.50	100-900-52115
Total 60824:						470.50	.00	470.50	
60876	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	2,354.00		2,354.00	100-900-52115
Total 60876:						2,354.00	.00	✓ 2,354.00	
60893	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	200.00		200.00	100-900-52115
Total 60893:						200.00	.00	✓ 200.00	
60894	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	200.00		200.00	100-900-52115
Total 60894:						200.00	.00	✓ 200.00	
60895	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	200.00		200.00	100-900-52115
Total 60895:						200.00	.00	✓ 200.00	
60915	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	200.00		200.00	100-900-52115
Total 60915:						200.00	.00	✓ 200.00	
60931	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	1,285.00		1,285.00	100-900-52115

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 60931:						1,285.00	.00	✓ 1,285.00	
60969	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	1,979.00		1,979.00	100-900-52115
Total 60969:						1,979.00	.00	✓ 1,979.00	
60984	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	1,764.00		1,764.00	100-900-52115
Total 60984:						1,764.00	.00	✓ 1,764.00	
60993	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	1,355.00		1,355.00	100-900-52115
Total 60993:						1,355.00	.00	✓ 1,355.00	
60994	1	Work for Tangent	Invoice	09/13/2023	10/13/2023	1,490.00		1,490.00	100-900-52115
Total 60994:						1,490.00	.00	✓ 1,490.00	
Total 150 A & B Septic:						17,867.90	.00	✓ 17,867.90	25848
870 Benton County Oregon									
4812	1	Planning Services	Invoice	09/13/2023	10/13/2023	5,651.98		5,651.98	100-900-52019
Total 4812:						5,651.98	.00	5,651.98	
Total 870 Benton County Oregon:						5,651.98	.00	✓ 5,651.98	25849
890 Best Pots Inc									
A-513792	1	Standard Rented Unit	Invoice	09/14/2023	10/14/2023	155.76		155.76	500-420-52019
Total A-513792:						155.76	.00	155.76	
Total 890 Best Pots Inc:						155.76	.00	✓ 155.76	25850
1300 Cascade Columbia Distribution									
876252	1	Chemicals	Invoice	09/06/2023	10/06/2023	3,794.00		3,794.00	500-420-52001
Total 876252:						3,794.00	.00	3,794.00	
Total 1300 Cascade Columbia Distribution:						3,794.00	.00	✓ 3,794.00	25851
1340 Caselle Inc.									
127425	1	Monthly Software Hosting Fees	Invoice	09/01/2023	10/01/2023	600.75		600.75	500-420-52114
127425	2	Monthly Software Hosting Fee	Invoice	09/01/2023	10/01/2023	400.50		400.50	100-900-52114
127425	3	Monthly Software Hosting Fee	Invoice	09/01/2023	10/01/2023	200.25		200.25	510-430-52114
127425	4	Monthly Software Hosting Fee	Invoice	09/01/2023	10/01/2023	66.75		66.75	200-410-52114
127425	5	Monthly Software Hosting Fee	Invoice	09/01/2023	10/01/2023	66.75		66.75	520-440-52114
Total 127425:						1,335.00	.00	1,335.00	
Total 1340 Caselle Inc.:						1,335.00	.00	✓ 1,335.00	25852
1610 Civil West Engineering Services Inc									
1001.001B.008	1	General Services	Invoice	09/01/2023	10/01/2023	1,616.00		1,616.00	510-430-52020
1001.001B.008	2	General Services	Invoice	09/01/2023	10/01/2023	1,843.00		1,843.00	100-900-52020
1001.001B.008	3	Misc Services Development Revie	Invoice	09/01/2023	10/01/2023	959.00		959.00	100-900-52020

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 1001.001B.008:						4,418.00	.00	✓ 4,418.00	
1001.028.036	1	WWTP Headworks & Trickling Filter	Invoice	09/01/2023	10/01/2023	4,428.00		4,428.00	510-430-52020
Total 1001.028.036:						4,428.00	.00	✓ 4,428.00	
1001.032.025	1	HMGP Waterline Replacement	Invoice	09/01/2023	10/01/2023	5,107.50		5,107.50	500-420-53503
Total 1001.032.025:						5,107.50	.00	✓ 5,107.50	
Total 1610 Civil West Engineering Services Inc:						13,953.50	.00	✓ 13,953.50	25853
1650 C-More Pipe Services Co									
23-1089	1	Vac Truck	Invoice	09/12/2023	09/20/2023	3,155.00		3,155.00	510-430-52011
Total 23-1089:						3,155.00	.00	3,155.00	
Total 1650 C-More Pipe Services Co:						3,155.00	.00	✓ 3,155.00	25854
1800 Consumers Power Inc.									
09132023	1	1152418	Invoice	09/13/2023	10/13/2023	130.00		130.00	510-430-52109
Total 09132023:						130.00	.00	130.00	
Total 1800 Consumers Power Inc.:						130.00	.00	✓ 130.00	25855
1910 Corvallis Power Equipment									
56179	1	parts	Invoice	08/30/2023	09/30/2023	49.69		49.69	100-300-52022
Total 56179:						49.69	.00	49.69	
Total 1910 Corvallis Power Equipment:						49.69	.00	✓ 49.69	25856
7508 McKenna Ziegler									
00004	1	Cleaning Services	Invoice	09/05/2023	10/05/2023	350.00		350.00	100-900-52019
Total 00004:						350.00	.00	350.00	
Total 7508 McKenna Ziegler:						350.00	.00	✓ 350.00	25858
4800 One Call Concepts Inc									
3080312	1	OR Utility Notification Center	Invoice	08/31/2023	09/30/2023	9.80		9.80	500-420-52109
3080312	2	OR Utility Notification Center	Invoice	08/31/2023	09/30/2023	9.80		9.80	510-430-52109
Total 3080312:						19.60	.00	19.60	
Total 4800 One Call Concepts Inc:						19.60	.00	✓ 19.60	25859
5300 Pacific Power/PacificCorp									
09112023	1	02099381-001 7	Invoice	09/11/2023	10/11/2023	2,461.44		2,461.44	500-420-52109
Total 09112023:						2,461.44	.00	2,461.44	
Total 5300 Pacific Power/PacificCorp:						2,461.44	.00	✓ 2,461.44	25860

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
7502 Peterson Cat									
SW290087172	1	Troubleshoot Action Alarm	Invoice	09/01/2023	10/01/2023	941.24		941.24	510-430-52011
Total SW290087172:						941.24	.00	941.24	
Total 7502 Peterson Cat:						941.24	.00	941.24	25861
5780 Republic Services #452									
0452-00507734	1	3-0452-0023479	Invoice	08/31/2023	09/30/2023	42.11		42.11	100-900-52109
Total 0452-005077341:						42.11	.00	42.11	
0452-00509039	1	3-0452-0340655	Invoice	08/31/2023	09/30/2023	181.00		181.00	510-430-52109
Total 0452-005090390:						181.00	.00	181.00	
Total 5780 Republic Services #452:						223.11	.00	223.11	25862
5810 RG Smith Electric & Plumbing Inc									
27015	1	WTP pump	Invoice	09/08/2023	10/08/2023	17,126.57		17,126.57	500-420-52011-53500 ✓
Total 27015:						17,126.57	.00	17,126.57	
Total 5810 RG Smith Electric & Plumbing Inc:						17,126.57	.00	17,126.57	25863
5940 SAIF Corporation									
1001131743	1	Admin	Invoice	09/01/2023	10/01/2023	127.26		127.26	100-100-52103
1001131743	2	PS	Invoice	09/01/2023	10/01/2023	7.95		7.95	100-200-52103
1001131743	3	Parks	Invoice	09/01/2023	10/01/2023	71.58		71.58	100-300-52103
1001131743	4	Streets	Invoice	09/01/2023	10/01/2023	31.81		31.81	200-410-52103
1001131743	5	Water	Invoice	09/01/2023	10/01/2023	397.69		397.69	510-430-52103
1001131743	6	WW	Invoice	09/01/2023	10/01/2023	127.26		127.26	520-440-52103
1001131743	7	SD	Invoice	09/01/2023	10/01/2023	31.82		31.82	520-440-52103
Total 1001131743:						795.37	.00	795.37	
Total 5940 SAIF Corporation:						795.37	.00	795.37	25864
7274 US Bank Equipment Finance									
510326200	1	Copier Financing	Invoice	09/06/2023	10/06/2023	131.00		131.00	100-900-52023
Total 510326200:						131.00	.00	131.00	
Total 7274 US Bank Equipment Finance:						131.00	.00	131.00	25865
7030 USA Blue Book									
INV00120716	1	samples	Invoice	08/30/2023	09/30/2023	195.43		195.43	500-420-52001
Total INV00120716:						195.43	.00	195.43	
INV00123733	1	Storage Tank and Pump	Invoice	09/05/2023	10/05/2023	1,894.41		1,894.41	500-420-52001
Total INV00123733:						1,894.41	.00	1,894.41	
Total 7030 USA Blue Book:						2,089.84	.00	2,089.84	25866

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<i>Ryan Jesse - Account Manager</i>									
999 Utility Refund									
1195.05	1	Water	Invoice	09/07/2023	10/07/2023	78.00		78.00	500-420-52105
1195.05	2	Wastewater	Invoice	09/07/2023	10/07/2023	52.00		52.00	510-430-52105
Total 1195.05:						130.00	.00	130.00	
Total 999 Utility Refund:						130.00	.00	✓ 130.00	25857
7130 Verizon									
9943714983	1	Phone	Invoice	09/15/2023	09/28/2023	65.58		65.58	100-900-52110
9943714983	2	Phone	Invoice	09/15/2023	09/28/2023	99.54		99.54	500-420-52110
9943714983	3	Phone	Invoice	09/15/2023	09/28/2023	99.54		99.54	510-430-52110
Total 9943714983:						264.66	.00	✓ 264.66	25867
Total 7130 Verizon:						264.66	.00	264.66	
Total :						70,625.66	.00	70,625.66	
Grand Totals:						70,625.66	.00	70,625.66	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-100-52103	127.26	.00	127.26
100-200-52103	7.95	.00	7.95
100-300-52022	49.69	.00	49.69
100-300-52103	71.58	.00	71.58
100-900-52019	6,001.98	.00	6,001.98
100-900-52020	2,802.00	.00	2,802.00
100-900-52023	131.00	.00	131.00
100-900-52109	42.11	.00	42.11
100-900-52110	65.58	.00	65.58
100-900-52114	400.50	.00	400.50
100-900-52115	17,867.90	.00	17,867.90
200-410-52103	31.81	.00	31.81
200-410-52114	66.75	.00	66.75
500-420-52001	5,883.84	.00	5,883.84
500-420-52011	17,126.57	.00	17,126.57
500-420-52019	155.76	.00	155.76
500-420-52105	78.00	.00	78.00
500-420-52109	2,471.24	.00	2,471.24
500-420-52110	99.54	.00	99.54
500-420-52114	600.75	.00	600.75
500-420-53503	5,107.50	.00	5,107.50
510-430-52011	4,096.24	.00	4,096.24
510-430-52020	6,044.00	.00	6,044.00
510-430-52103	397.69	.00	397.69
510-430-52105	52.00	.00	52.00
510-430-52109	320.80	.00	320.80
510-430-52110	99.54	.00	99.54
510-430-52114	200.25	.00	200.25
520-440-52103	159.08	.00	159.08

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
520-440-52114	66.75	.00	66.75
Grand Totals:	70,625.66	.00	70,625.66

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
08/23	487.83	.00	487.83
09/23	70,137.83	.00	70,137.83
Grand Totals:	70,625.66	.00	70,625.66


9/15/23

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
150 A & B Septic									
61146	1	WTP pumping	Invoice	09/14/2023	10/14/2023	1,225.00		1,225.00	510-430-52011
Total 61146:						1,225.00	.00	1,225.00	
Total 150 A & B Septic:						1,225.00	.00	✓ 1,225.00	25868
1410 Century Link									
09112023	1	541-745-5858 873B	Invoice	09/20/2023	10/11/2023	98.02		98.02	510-430-52110
Total 09112023:						98.02	.00	98.02	
Total 1410 Century Link:						98.02	.00	✓ 98.02	25869
1520 CIS TRUST									
OCTOBER 202	1	Employee Health Ins	Invoice	09/15/2023	10/15/2023	959.92		959.92	100-100-51010
OCTOBER 202	2	Employee Health Ins	Invoice	09/15/2023	10/15/2023	127.99		127.99	100-200-51010
OCTOBER 202	3	Employee Health Ins	Invoice	09/15/2023	10/15/2023	511.96		511.96	100-300-51010
OCTOBER 202	4	Employee Health Ins	Invoice	09/15/2023	10/15/2023	319.97		319.97	200-410-51010
OCTOBER 202	5	Employee Health Ins	Invoice	09/15/2023	10/15/2023	3,007.74		3,007.74	500-420-51010
OCTOBER 202	6	Employee Health Ins	Invoice	09/15/2023	10/15/2023	1,215.90		1,215.90	510-430-51010
OCTOBER 202	7	Employee Health Insurance	Invoice	09/15/2023	10/15/2023	255.97		255.97	520-440-51010
Total OCTOBER 2023 FINAL INVOICE:						6,399.45	.00	6,399.45	
Total 1520 CIS TRUST:						6,399.45	.00	✓ 6,399.45	25870
7517 Park N Play Northwest LLC									
633	1	Playground Slide	Invoice	09/18/2023	10/18/2023	998.12		998.12	100-300-52022
Total 633:						998.12	.00	998.12	
Total 7517 Park N Play Northwest LLC:						998.12	.00	✓ 998.12	25871
5360 Pat Hare									
09202023	1	Reimbursement for Tangent Expen	Invoice	09/20/2023	10/20/2023	16.25		16.25	100-900-52115
Total 09202023:						16.25	.00	16.25	
Total 5360 Pat Hare:						16.25	.00	✓ 16.25	25872
5810 RG Smith Electric & Plumbing Inc									
27072	1	WTP pump	Invoice	09/14/2023	10/14/2023	16,244.76		16,244.76	500-420-53500
Total 27072:						16,244.76	.00	16,244.76	
27075	1	Replaced door kit for breaker at Pu	Invoice	09/15/2023	10/15/2023	769.79		769.79	500-420-52011
Total 27075:						769.79	.00	✓ 769.79	
Total 5810 RG Smith Electric & Plumbing Inc:						17,014.55	.00	✓ 17,014.55	25873
6150 Sherwin-Williams									
5707-0	1	Paint for curbs	Invoice	09/19/2023	10/19/2023	1,339.50		1,339.50	100-300-52002

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 5707-0:						1,339.50	.00	1,339.50	
Total 6150 Sherwin-Williams:						1,339.50	.00	1,339.50	25874
Total :						27,090.89	.00	27,090.89	
Grand Totals:						27,090.89	.00	27,090.89	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-100-51010	959.92	.00	959.92
100-200-51010	127.99	.00	127.99
100-300-51010	511.96	.00	511.96
100-300-52002	1,339.50	.00	1,339.50
100-300-52022	998.12	.00	998.12
100-900-52115	16.25	.00	16.25
200-410-51010	319.97	.00	319.97
500-420-51010	3,007.74	.00	3,007.74
500-420-52011	769.79	.00	769.79
500-420-53500	16,244.76	.00	16,244.76
510-430-51010	1,215.90	.00	1,215.90
510-430-52011	1,225.00	.00	1,225.00
510-430-52110	98.02	.00	98.02
520-440-51010	255.97	.00	255.97
Grand Totals:	27,090.89	.00	27,090.89

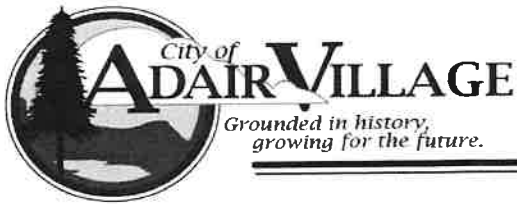
Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
09/23	27,090.89	.00	27,090.89
Grand Totals:	27,090.89	.00	27,090.89

Handwritten signature and date:
9/20/23

CSO Report
September 2023

Location	Date	Violation	Case #	Follow Up Date	Follow Up (Y/N)
5224 Laurel Dr NE	8/4/2023	Property Maintenance / Parking	23-0801	9/22/2023 (Dumpster Delivered for Clean Up)	Y
214 Azalea Dr NE	8/4/2023	Property Maintenance	23-0804	9/4/2023	Y
3111 Willamette Ave NE	8/4/2023	Property Maintenance	23-0805	10/4/2023 working on it with large progression	Y
231 Azalea Dr NE	8/4/2023	Property Maintenance	23-0816	9/7/2023	Y
3131 Willamette Ave NE	9/8/2023	Abandoned Vehicle (ZRB535)	23-0901	9/15/2023	Y
130 Columbia Ave NE	9/8/2023	Abandoned Vehicle (670DNY)	23-0902	9/15/2023	Y
6191 NE William R Carr Ave	9/15/2023	Vehicle blocking bike lane and sidewalk	23-0903	None (keep watching)	Y (moved while on site)
6199 NE William R Carr Ave	9/15/2023	Trashcans left in the street	23-0904	Ongoing Observation	n/a
6241 William R Carr Ave NE	9/15/2023	Trashcans left in the street	23-0904	Ongoing Observation	n/a
6247 William R Carr Ave NE	9/15/2023	Trashcans left in the street	23-0905	Ongoing Observation	n/a
6255 William R Carr Ave NE	9/15/2023	Trashcans left in the street	23-0906	Ongoing Observation	n/a
6261 William R Carr Ave NE	9/15/2023	Trashcans left in the street	23-0907	Ongoing Observation	n/a
5241 Laurel Dr NE	9/15/2023	Trashcans left in the street	23-0908	Ongoing Observation	n/a
8811 Cori Ct NE	9/15/2023	Trashcans left on sidewalk	23-0909	Ongoing Observation	n/a
8059 Barberry Dr NE	9/15/2023	Trashcan left on the street	23-0910	Ongoing Observation	n/a
3120 Willamette Ave NE	9/22/2023	Keeping Junk	23-0911	10/23/2023	n/a
220 Azalea Dr NE	9/22/2023	Keeping Junk	23-0912	10/23/2023	n/a
8046 Barberry Dr NE	9/22/2023	Keeping Junk	23-0913	10/23/2023	n/a
Town Homes on William Carr	9/22/2023	Posted all homes to not park on bikelane or sidewalk	23-0914	Ongoing Observation	n/a



CITY ADMINISTRATOR'S REPORT October 3, 2023, Council Meeting

Administration

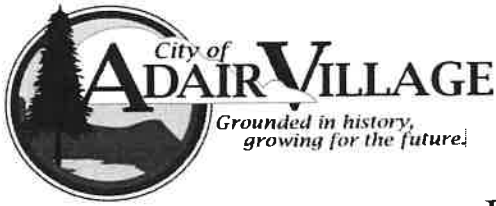
- **Payroll** – Staff have worked closely with Caselle and this month's payroll will be through our new software. We're still working to get the financials updated and the new budget in.
- **Tangent** – The rain always brings a new challenge in Tangent as they are on septic system that leak during the rainy season. This means staff will be called out more.
- **City Planner** – The City of Philomath has offered the job to a candidate that Chris Workman and I interviewed for the position and were hoping that they can start mid-October.

Property/Businesses

- **AVIS** – Staff installed some new warning signs out at the site and DEQ has made comments back on the first proposal.
- **Downtown** – Civil West and I received a quote from a firm to work with to get drawings and digital renderings of the downtown.
- **Restaurant** – I talked with the potential Tennant, and they are still looking at the beginning of spring.

Major Projects/Engineering

- **Water Plant** – The next project that we will be looking at for the water plant is a new backwash pump. The existing pump is still one of the originals.
- **Calloway Creek** – The bridge has had some setbacks due to the weather, but they are hoping to have the excavation work done in the next few weeks.
- **Wastewater Plant** – Civil west and I are still working with the company that built the screen to get things working correctly. They are sending one of their technicians out this month.
- **Water Lines** – Staff will be working over the next few months to replace all the water lines in Cory Court. There have been a few different leaks there and the saddles are in bad condition.



PUBLIC WORKS
OPERATIONS AND MAINTENANCE REPORT

PERIOD: 8/20/2023 to 9/20/2023

WATER USE / DISTRIBUTION REPORT

WATER USE REPORT

Water Produced: 8,131,744

Average Usage per Day 271k

WATER DISTRIBUTION REPORT

Maintenance Activity: Alyrica has finished all main line drilling for their fiber optics. Locating should slow down as they only have services to install.

Collected quarterly; third quarter samples have been completed.

WASTEWATER TREATMENT REPORT

Flows into the WWTP are slowly increasing. Staff have been monitoring the new headworks and working with the contractors on corrections.

Total Monthly Influent: 1.9 million Gallons

STORM WATER COLLECTION SYSTEM REPORT

Maintenance Activity: Storm drains remain clear. Staff daily clears and monitors all storm drains.

STREETS MAINTENANCE REPORT

Maintenance Activity: Streets are in decent shape. Staff will work on some small potholes this fall. Staff has been cleaning and painting the curbs throughout town.

CITY HALL / PARKS AND WETLANDS

Maintenance Activity: Staff have been keeping up with mowing. The dry weather has slowed grass growth.

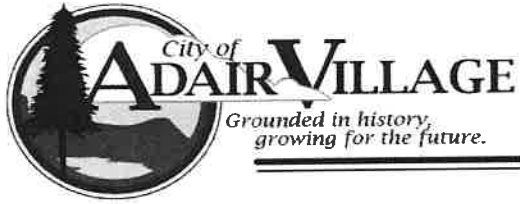
WATER TREATMENT PLANT

Maintenance Activity: Staff have been running the water plant 40 hours a week starting in the last week in September. With wetter cooler weather and the ability to pump more water we are able to cut our run times down during the work week.

WASTEWATER TREATMENT PLANT

Maintenance Activity: The wastewater treatment plant continues to run well. Staff had the Imhoff cone cleaned by A and B septic just after the start up of the new headworks.

Completed by Matt Lydon, Public Works Supervisor



STAFF REPORT
Attachment G – Financial Report
October 3, 2023, Council Meeting

We have approximately \$3,881,501.20 in the Local Government Investment Pool (LGIP). In September we had \$3,854,063.18. Last year in October, we had \$2,971,803.96. We also currently have approximately \$111,775.64 in Citizens Bank.

PSTC Site Name: [Insert PSTC Site Name]
Alt Site Name/ID: [Insert Alt Site Name/ID]

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“**Agreement**”), dated as of the later of the signature dates below (the “**Effective Date**”), is entered into by and between [name of landlord], [entity type, jurisdiction] (“**Landlord**”), and Public Safety Towers, LLC, a Delaware Limited Liability Company (“**Tenant**”) (collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, Landlord is the legal owner of the Parcel, located at [Street Address], in the County of [County], State of [State], APN: [insert APN], (collectively, the “**Parcel**”), as described in **Exhibit A – Parcel Description** with the full right, power, and authority to enter into this Agreement and to grant all consents and authorizations required in connection with the execution of this Agreement; and

WHEREAS, Landlord desires to grant to Tenant the right to use a portion of the Parcel in accordance with this Agreement; and

WHEREAS, Tenant desires to lease a certain portion of the Parcel for the placement of a Facility (as defined in Section 2.1) in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **PREMISES.**

1.1. **General.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, a certain portion of the Parcel containing approximately [Insert Sq Ft] square feet with approximate dimensions of [X x X], including the air space above such ground space (the “**Premises**”), as described in **Exhibit B – Site Plan**, for the placement of a Facility (as defined in Section 2.1) in accordance with the terms of this Agreement. Tenant’s rights hereunder shall also include a right to access thereto and utilities, as described in Section 6 (Access) and Section 10 (Utilities) below, which shall be appurtenant to Tenant’s leasehold rights hereunder, together with other appurtenant rights to the Premises. Tenant shall have the right to survey the Premises and supplement **Exhibit B – Site Plan** with the legal description of the Premises, as may be expanded pursuant to this Agreement. Landlord and Tenant agree that any portion of the Facility that may be conceptually described in **Exhibit B – Site Plan** shall not be deemed to limit Tenant’s Permitted Use.

1.2. **Additional Premises.** In the event Tenant desires to modify or upgrade the Facility (as defined in Section 2.1) in a manner that requires an additional portion of the Parcel (the “**Additional Premises**”), Tenant shall provide Landlord with a site plan depicting the Additional Premises for Landlord’s approval, which approval shall not be unreasonably withheld, conditioned, or

delayed. Provided the Parties determine a mutually agreeable location for the Additional Premises, Landlord agrees to lease to Tenant the Additional Premises upon the same terms and conditions set forth herein. Landlord and Tenant shall execute an amendment to this Agreement to memorialize the inclusion of the Additional Premises.

2. PERMITTED USE.

- 2.1. **General.** Tenant may use the Premises for the transmission and reception of communications signals and for utilities, and the installation, construction, maintenance, operation, repair, replacement and upgrade of fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets, generators, panels, fencing and any other items necessary or desirable in connection therewith (collectively, the “**Facility**”), as well as the rights detailed in this Agreement and other uses reasonably related thereto or permitted by law (the “**Permitted Use**”).
- 2.2. **Due Diligence.** Tenant and its agents, representatives, employees, permittees, consultants, engineers, contractors, and subcontractors (collectively, “**Tenant’s Agents**”) have the right to inspect, examine, and conduct geological or engineering tests, including but not limited to, soil borings, drainage testing, material sampling, radio frequency testing, and other studies of the Parcel (collectively, the “**Tests**”), to determine the feasibility or suitability of the Parcel for Tenant’s intended use as a Facility, all at Tenant’s cost and expense. Further, Tenant has the right to apply for and obtain licenses, permits, or required approvals, as deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises, throughout the Term of the Agreement, including, without limitation, applications for zoning approvals, zoning variances, zoning ordinances, special use permits, construction permits, and approvals necessary to comply with all applicable laws, rules, statutes and regulations, relating to Tenant’s use of the Facility (collectively, the “**Government Approvals**”), and initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Parcel that are necessary, at Tenant’s sole discretion, to determine the physical condition of the Parcel, the environmental history of the Parcel, Landlord’s title to the Parcel, all at Tenant’s cost and expense. Tenant further has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Parcel surveyed by a licensed surveyor of Tenant’s choice. Tenant shall not be liable to the Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Parcel, whether or not such defect or condition is disclosed by Tenant’s inspections. Landlord agrees to reasonably cooperate with Tenant in connection with obtaining Government Approvals, title insurance, and any other rights Tenant may reasonably require in connection with Tenant’s Permitted Use.
- 2.3. **Staging.** For a period of ninety (90) days following the start of construction, and thereafter, as needed for maintenance, operation, repair, replacement and upgrade of the Facility, Landlord grants Tenant, Tenant’s Agents, its subtenants, sublessees, licensees and sublicensees (collectively, the “**Subtenants**”), the right to use approximately 500 square feet of the Landlord’s Parcel, adjoining, or surrounding property (the “**Surrounding Property**”), as may reasonably be required during construction and installation of the Facility, as depicted in **Exhibit C – Staging Area.**

2.4. **Modifications.** Tenant has the right to modify, supplement, replace, upgrade, and remove the Facility within the Premises at any time during the Term, at Tenant's sole discretion, and Tenant shall also have the right to make such alterations to the Premises in connection therewith.

3. TERM.

3.1. **Initial Term.** The initial term of this Agreement shall be for ten (10) years (the "**Initial Term**") and commence upon the Effective Date.

3.2. **Extension Terms.** This Agreement shall automatically renew for three (3) additional ten (10) year terms (each additional ten (10) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein, unless the Agreement has been terminated pursuant to Section 7 (Termination), or the Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

3.3. **Annual Terms.** At the conclusion of the Initial Term and all Extension Terms, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each additional one (1) year term shall be defined as an "**Annual Term**") until the Agreement has been terminated pursuant to Section 7 (Termination) or terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of the then-existing Annual Term, whichever occurs first.

3.4. **Holdover Terms.** If Tenant remains in possession of the Premises after the termination of this Agreement, other than pursuant to Section 12 (Removal/Restoration), then Tenant shall be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

3.5. Section 3.1 (Initial Term), Section 3.2 (Extension Terms), Section 3.3 (Annual Terms), and 3.4 (Holdover Terms) are collectively referred to as the "**Term**".

4. RENT.

4.1. **Rent Commencement.** Commencing on the first day of the month following the date that Tenant commences construction on the Premises (the "**Rent Commencement Date**"), Tenant shall pay Landlord on or before the fifth (5th) day of each calendar month in advance, [Spell Out Dollar Amount] and No/100 Dollars (\$XX.00) (the "**Rent**"), via electronic payment, unless Landlord specifies an alternative means for Rent payments in writing to Tenant. The initial Rent payment will be transmitted by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date. Landlord shall provide to Tenant the account details for electronic payment and a W-9 on or before the Effective Date. The Rent Commencement Date shall be memorialized by notification from the Tenant, substantially in the form attached hereto as **Exhibit D – Notification of Rent Commencement Date**, which shall be binding on Landlord unless Landlord notifies Tenant of its objection thereto within seven (7) days of delivery to Landlord.

- 4.2. **Rent Escalator.** On the first anniversary of the Rent Commencement Date, and on each anniversary of the Rent Commencement Date throughout the Term of the Agreement, Rent shall be increased by [Spell Out Percentage] percent (~~X~~%) of the Rent paid during the immediately prior year.
- 4.3. **Rent Proration.** In the event this Agreement is terminated, the Rent will be prorated for any partial month.
- 4.4. **Late Fee.** Rent shall be due on or before the fifth (5th) day of each month in advance and will be delinquent if not paid by the 6th day of each month of the Term. If payment is not received by Landlord within thirty (30) days of written notice of nonpayment (the "**Late Rent Period**"), Tenant shall pay to Landlord an additional sum of ten percent (10%) of the past due rent as a late fee. The Parties agree that this late fee represents a fair and reasonable estimate of the administrative costs that Landlord will incur by reason of a past due payment by Tenant. Acceptance of any late fee shall not constitute a waiver from exercising any of the other rights and remedies available to Landlord under this Agreement, at law or in equity, including, but not limited to, any interest charges imposed herein.
5. **GOVERNMENT APPROVALS.** Landlord agrees that Tenant's obligations under this Agreement are contingent upon Tenant's ability to obtain, maintain, and comply with all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.
6. **ACCESS.**
- 6.1. **24/7 Access.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant, and Tenant's Agents, shall have twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access (the "**Access**") to and over the Parcel, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Facility and any utilities serving the Premises. Tenant may use an unmanned aircraft system, such as a drone for imagery at height, solely in connection with its Permitted Use and for the purpose of obtaining imagery of Tenant's improvements on the Parcel. In the event any public utility is unable to use the access provided to Tenant, Landlord agrees to grant additional access either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.
- 6.2. **Non-Exclusive Access.** Landlord grants to Tenant a right of access from a public right of way to the Premises, over a portion of the Parcel, in a location identified by Tenant in **Exhibit B – Site Plan**.
- 6.3. **Locks.** Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant to provide entry through the Parcel and onto the Premises, as may be applicable now or in the future. Where feasible, Landlord agrees that Tenant has a right to use its own locks on the Parcel for Access to Premises, all at Tenant's cost and expense, so long as Tenant's locks do not interfere with Landlord's use of the Parcel.

- 6.4. **Access Condition.** Landlord shall be responsible for maintaining and repairing the Access to the Premises on the Parcel, except for damage caused by Tenant's use of such Access.
- 6.5. **Default by Uncured Access.** Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 6 (Access), or reasonable temporary alternate vehicular and pedestrian Access, such failure shall be a default under this Agreement pursuant to Section 18 (Default and right to Cure).
7. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:
- 7.1. By Tenant, upon written notice to Landlord at any time prior to the commencement of construction.
- 7.2. By Tenant, upon written notice to Landlord at any time during the Term, if Tenant is unable to obtain or maintain any Governmental Approvals, including without limitation any required approvals or the issuance of a license or permit by any agency, board, court or other governmental authority, necessary for the construction or operation of the Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is burdensome or commercially unreasonable; or that the environmental condition of the Premises is unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party.
- 7.3. By Tenant, upon sixty (60) days prior written notice to Landlord following commencement of construction, for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable by Tenant under any termination right provided for in any other section of this Agreement.
- 7.4. By Tenant, upon thirty (30) days prior written notice at any time during the Term, if the Landlord remains in default after all applicable cure periods in Section 18 (Default and Right to Cure) and in this Agreement.
- 7.5. By Landlord, upon thirty (30) days prior written notice at any time during the Term, if Tenant remains in material default after all applicable cure periods in Section 18 (Default and Right to Cure) and in this Agreement.
- 7.6. Or as otherwise expressly provided for in this Agreement.
8. **INTERFERENCE.**
- 8.1. **General.** For the purposes of this Agreement, "interference" may include, but is not limited to, any use that causes electronic or physical obstruction with Tenant's Permitted Use.
- 8.2. **Tenant's Non-Interference with Pre-Existing Frequencies on the Parcel.** Landlord has provided Tenant with a list of radio frequency user(s) and frequencies used on the Parcel as of

the Effective Date pursuant to **Exhibit E – Pre-Existing Frequencies**. Tenant warrants that its use of the Premises will not interfere with those pre-existing radio frequency uses on the Parcel, as long as the pre-existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Landlord shall provide prior written notice to Tenant of any expansion or change to such pre-existing uses, but in no event shall such expansion or change interfere with Tenant's Permitted Use or frequencies.

8.3. **Landlord's Non-Interference.** Landlord shall not, nor shall Landlord permit its employees, tenants, licensees, invitees, agents, or independent contractors, to interfere in any way with the Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord shall cause such interference to cease within twenty-four (24) hours, or within a reasonable time frame approved by Tenant in writing, after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, then the Parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to immediately terminate this Agreement upon notice to Landlord without a waiver of any other rights or remedies.

8.4. **Future Third-Party Interference.** Landlord agrees not to sell, lease, or use any areas of the Parcel that the Landlord owns or controls, after the Effective Date, or grant any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Facility, Tenant's Permitted Use, or the rights of Tenant under this Agreement. Landlord shall notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Parcel. If Tenant observes interference, Tenant may conduct a radio frequency propagation test or other applicable tests, at Tenant's sole discretion. Landlord shall reimburse Tenant for any costs and expenses of such testing, if the tests demonstrate interference unacceptable to Tenant, at Tenant's sole determination.

9. **MAINTENANCE.** Tenant shall keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord shall maintain and repair the Parcel and access thereto, which is under the control of the Landlord, and all Access areas in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. F

10. **UTILITIES.**

10.1. **Right to Order and Install Utilities for Permitted Use.** Tenant shall have the right to install, upgrade and maintain utilities, including but not limited to electric power and fiber, and to improve present utilities on the Parcel and the Premises, all at Tenant's cost and expense. Landlord hereby grants to any utility provider an easement, in, on, under and over the Parcel, from an open and improved public road to the Premises, and upon the Premises, associated with Tenant's Permitted Use. Upon utility provider's request, Landlord shall execute a separate recordable easement evidencing this grant, at no cost to Tenant or to the utility provider, in the utility provider's standard form. Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities and shall prepare utility applications, and Landlord agrees to reasonably cooperate and execute any required applications for obtaining and maintaining utilities. In the event Tenant is unable to secure timely utilities, Landlord agrees to permit

Tenant to install a submeter and connect to Landlord's utility service. In such instance, Tenant shall reimburse Landlord for Tenant's consumption of utilities as measured by the submeter.

10.2. **Tenant's Payment for Utilities Consumed.** Tenant shall be responsible for paying all utility charges for electricity, fiber or any other utility used or consumed by Tenant on the Premises.

10.3. **Interruptions.** Landlord acknowledges that Tenant provides a communication service which requires utility service to operate and must operate twenty-four (24) hours per day, seven (7) days per week. In the event of a utility service interruption, Landlord agrees to allow Tenant and Tenant's Subtenants the right to utilize temporary utility sources until stable utilities are restored. In the event the temporary utility sources require use of the Parcel outside the Premises, Tenant may use additional space on the Parcel, at no additional cost to Tenant, subject to Landlord's written approval, approval not to be unreasonably withheld, conditioned, or delayed.

11. **ENVIRONMENTAL.** Landlord and Tenant each agree that they shall not use, generate, store or dispose of any Hazardous Material (as defined in this Section 11) on, under, about or within the Parcel in violation of any law or regulation as may now, or at any time hereafter, be in effect. Should Landlord become aware of any Hazardous Materials contamination, Landlord shall immediately notify Tenant. Landlord and Tenant agree that each shall be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Parcel. As used herein, "**Hazardous Materials**" shall mean hazardous substances, including asbestos-containing materials and lead paint, petroleum, and any substance, chemical or waste identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation.

12. **REMOVAL/RESTORATION.** All portions of the Facility brought onto the Parcel by Tenant shall be and remain Tenant's personal property and, at Tenant's discretion, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Facility constructed, erected, or placed on the Parcel by Tenant shall become, or be considered as being affixed to or a part of, the Parcel, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected, or placed by Tenant on the Parcel shall be and remain the property of Tenant. No later than sixty (60) days after expiration or early termination of this Agreement, Tenant shall remove all of the Facility, except for any underground utilities and foundations 36" or greater below grade, all at Tenant's cost and expense. Tenant shall repair any damage to the Premises caused by such removal and shall return the Premises to the condition which existed before the Effective Date, reasonable wear and tear, casualty damage, and damage from the elements excepted. Notwithstanding the foregoing, Tenant shall not be responsible for the replacement of any trees, shrubs or other vegetation that were removed from the Parcel for Tenant's Permitted Use.

13. **SUBLEASE.** Tenant shall have the right to sublease or license any portion of the Premises and its rights herein, in whole or in part, to a third-party whose use is consistent with the Permitted Use at Tenant's sole discretion and without Landlord's consent.

14. **ASSIGNMENT.** Upon notice to Landlord, Tenant has the right to assign this Agreement and its rights herein, to a third-party, at Tenant's sole discretion and without Landlord's consent. Tenant

shall be relieved of all future performance, liabilities, and obligations under this Agreement upon such assignment and assumption of obligations by the assignee.

15. INSURANCE. Tenant shall provide Commercial General Liability Insurance with a limit of Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate, written on ISO form CG 00 01 or its equivalent and from a reputable insurance company authorized to do business where the Premises is located, with Landlord included as an additional insured. Certificates evidencing such insurance shall be furnished to Landlord upon execution of this Agreement. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Tenant shall self-insure or maintain its own policy of property insurance for its Facility. Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

16. INDEMNIFICATION.

16.1. Tenant Indemnification. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

16.2. Landlord Indemnification. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising from the negligence or willful misconduct of Landlord, its employees, invitees, agents or independent contractors, or the condition of the Parcel not caused by Tenant, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

16.3. Indemnification Protocols. The indemnified party: (i) Shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 16 (Indemnification) and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) Shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

17. WARRANTIES.

- 17.1. **General.** Tenant and Landlord acknowledge and represent to each other that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.
- 17.2. **Landlord Warranties.** Landlord represents, warrants and agrees that: (i) Landlord solely owns the Parcel as a legal lot in fee simple; (ii) the Parcel is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) the Parcel is free of Hazardous Materials, except as disclosed on **Exhibit F – Disclosures of Hazardous Materials**, and has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation, (iv) there exist no underground tanks on the Parcel; and (v) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord.
- 17.3. **Quiet Enjoyment.** Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons.
- 17.4. **Landlord's Liens.** Landlord will promptly pay when due all liens and monetary encumbrances against the Parcel. If the Parcel is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest substantially in the form attached hereto as **Exhibit G – Subordination, Non-Disturbance and Attornment Agreement**, or in the mortgagee's standard form.

18. DEFAULT AND RIGHT TO CURE.

- 18.1. **Tenant Default.** The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent, if such rent remains unpaid for more than forty-five (45) days after written notice from Landlord of such failure to pay. Landlord's written notice shall not be sent until the expiration of the Late Rent Period provided in Section 4 (Rent); (ii) Tenant's failure to perform any term or condition under this Agreement within forty-five (45) days of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right, as its sole and exclusive remedies, to (1) pursue a judgment for direct damages against Tenant, and/or (2) to pursue specific performance, injunction, or declaratory judgment, and/or (3) to terminate this Agreement pursuant to Section 7.5 (Termination). In no event shall Tenant be liable for consequential, punitive, incidental or special damages, however caused, based on any theory of liability.
- 18.2. **Landlord Default.** The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by

Section 6 (Access) within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 (Interference) within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term or condition, or Landlord's breach of any warranty or covenant, under this Agreement for more than forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Notwithstanding the foregoing, in regard to (iii) only, if any Landlord default affects Tenant's operations on the Premises, then such cure period shall be shortened to ten (10) days, and Tenant shall have the right, but not the obligation, to take reasonable self-help actions to effect a cure during such cure period, at Landlord's cost. If Landlord remains in default beyond any applicable cure period, Tenant will have: (1) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and/or (2) right to terminate this Agreement pursuant to Section 7.4 (Termination), and/or (3) any and all other rights available to it under law and equity..

19. NOTICES. All notices, communications, requests and demands hereunder shall be in writing and shall be deemed to have been properly given (i) if hand received, (ii) if received via United States mail service or other reliable express courier service, or (ii) if sent via e-mail to the addresses set forth below:

If to Tenant: Public Safety Towers, LLC
1903 Wright Place, Suite 140, Carlsbad, CA 92008
Attention: Lease Notices
E-mail Address: notices@pstctowers.com

With a copy to: Public Safety Towers, LLC
1903 Wright Place, Suite 140, Carlsbad, CA 92008
Attention: PSTC Counsel
E-mail Address: counsel@pstctowers.com

If to Landlord: [Name]
[Mailing Address]
Attention: [Name]
Telephone No.: [Number]
E-mail Address: [Email]

Either party may change its notice address upon thirty (30) days prior written notice to the other party. Any notice and other communication given pursuant to this Agreement will be deemed to have been received on, and is effective as of, (i) the date it was delivered by hand; (ii) upon the date of the properly addressed e-mail transmission; (iii) on the date of delivery shown on the receipt card if sent by registered or certified mail, return receipt requested; (iv) on the third business day after the date of postmark if sent by regular mail, or (v) date of actual delivery for express courier or express mail service. Notwithstanding the foregoing, any notice to Tenant that would permit Landlord to terminate this Agreement shall be sent by certified mail, return receipt requested to the parties indicated above, with "NOTICE OF DEFAULT" designated in the subject line to be effective notice hereunder.

20. CONDEMNATION. In the event Landlord receives notification of any threatened or pending condemnation proceedings affecting the Parcel, Landlord will provide notice thereof to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Parcel, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority, provided, however that Tenant may terminate the Lease earlier upon not less than thirty (30) days' notice to Landlord, after Tenant becomes aware of such threatened or pending proceedings. The Parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include but not be limited to, where applicable, the value of its Facility and leasehold rights hereunder, moving expenses, and business dislocation expenses. Landlord shall immediately refund to Tenant any prepaid Rent on a *pro rata* basis.

21. CASUALTY.

21.1. **Notice.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Parcel within twenty-four (24) hours of the casualty or other harm.

21.2. **Premises Rendered Unsuitable.** If any part of the Facility or the Parcel is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Tenant will be entitled to collect all insurance proceeds in connection with the Facility, whether or not Tenant terminates this Agreement, and Landlord shall reimburse Tenant for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary facilities on the Parcel, but only until such time as Tenant is able to activate a replacement facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent.

21.3. **Premises Rebuilt or Restored.** If Tenant undertakes to rebuild or restore the Premises and/or the Facility, as applicable, Landlord agrees to permit Tenant to place temporary facilities on the Parcel, at a location mutually agreeable to Landlord and Tenant, at no additional Rent until the reconstruction of the Premises and/or the Facility is completed. Landlord agrees that the Rent shall be abated until the Parcel and/or the Premises are rebuilt or restored, unless Tenant places temporary facilities on the Parcel.

22. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Facility or any portion thereof. The Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law.

23. OTHER PAYABLE CHARGES. Unless specified otherwise in this Agreement, Tenant shall not be liable for any charges or expenses in connection with the use of the Premises by Tenant. Further, all amounts permitted to be charged by Landlord under this Agreement shall be billed to Tenant within one (1) year from when the charges were incurred, and in no event shall Tenant be liable for any charges billed to Tenant after such period. Notwithstanding the foregoing, Landlord shall not be obligated to send Tenant written notice of the Rent due under Section 4.1 (Rent Commencement)

above. The provisions of this Section 23 (Other Payable Charges) shall survive the termination or expiration of this Agreement.

24. TRANSFERS OF THE PARCEL OR PREMISES. Subject to the terms of this Agreement and except as provided in Section 26 below, Landlord may sell or otherwise transfer the Parcel or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) the transferee agrees to fully assume and perform Landlord's obligations under this Agreement. Within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below to Tenant:

- i. New deed to Parcel
- ii. Assignment and Assumption Agreement
- iii. Form W-9 for Transferee
- iv. Full contact information for new Landlord including phone number(s)

Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement. Such transfer shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations, or affect Tenant's rights under this Agreement. In the event that the transfer occurs by operation of law (i.e., not by deed), such transferee shall provide documentation reasonably acceptable to Tenant to evidence such transfer.

25. CHANGES TO ZONING OR ENCUMBRANCE. Landlord shall not initiate or consent to any change in the zoning of the Premises or the Parcel, or impose or consent to any other use, or encumbrance or restriction that would prevent or limit Tenant from using the Premises or Parcel for the Permitted Use or otherwise impair Tenant's rights hereunder.

26. ANTI-PIRACY/PARTIAL TRANSFERS.

26.1. Landlord agrees that it will not offer to, or accept any offer to, or transfer, convey, assign, lease, or grant an easement for any portion of Landlord's rights under this Agreement or any interest in the Premises or the rents due hereunder, including any "lease buyout" (a "Partial Transfer"), other than in connection with a full transfer of the fee interest real estate comprising the Premises, together with a full assignment and assumption of Landlord's obligations under this Agreement.

26.2. In the event that the foregoing provision is deemed unenforceable by the applicable jurisdiction through an unappealable judgement, then if Landlord receives a written offer from, or desires to offer to, a third party seeking a Partial Transfer (the "Offer"), Landlord shall furnish Tenant with a copy of the Offer within ten (10) days of receipt of the Offer. Tenant shall have the right within sixty (60) days after receipt of such copy to have the preferential right and option to acquire the Partial Interest on the same terms and conditions of the Offer in writing. Such writing shall be in the form of a contract substantially similar to the Offer. Further, Tenant may, at its sole discretion, assign its rights in this Section 26 to a third party separate and apart from Tenant's rights as a lessee hereunder. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the sixty (60) day period, Landlord may transfer, convey, assign, or lease such property interest in or related to the Premises pursuant to the

Offer, subject to the terms of this Agreement, unless (a) any of the terms of the Offer are modified in any way, or (b) the transaction described in the Offer does not occur within six (6) months. In the event that Landlord effects a Partial Transfer after Tenant's failure to exercise its option hereunder, then Landlord and such third-party transferee shall each be jointly and severally liable for performance of Landlord's obligations hereunder and any damages in connection therewith, and Landlord shall indemnify, defend, and hold Tenant harmless from any liability, cost, or claim in connection with such Partial Transfer. Landlord acknowledges that the foregoing covenants are reasonable and integral to the operation of Tenant's business and Tenant's rights hereunder. Tenant's failure to exercise the above rights shall not be deemed a waiver of the rights contained in this Section 26 with respect to any future proposed conveyances as described herein.

- 26.3. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises in violation of this Section 26, the sale, conveyance, assignment or transfer shall be void, and, at Tenant's option, an incurable default by Landlord of this Agreement. In such event, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 26.
27. **TAXES.** Tenant shall be responsible to pay any and all taxes assessed against the Facility and Tenant's other personal property, and Landlord agrees to be responsible for and pay all other taxes and assessments relative to the Premises, the Parcel and this Agreement.
28. **AMENDMENT AND WAIVER.** This Agreement cannot be amended, modified, or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in writing signed by the waiving party. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
29. **MEMORANDUM OF LEASE.** At the request of the Tenant, the Parties will execute a recordable Memorandum of Lease substantially in the form attached hereto as **Exhibit H – Memorandum of Lease**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Tenant may record an amendment thereof to update such Memorandum to incorporate any expansion of the Premises or additional easements granted in connection with the Premises, and Landlord will reasonably cooperate in connection therewith.
30. **COMPLIANCE WITH LAW.** Tenant agrees to comply with all federal, state, and local laws, orders, rules and regulations (the "**Laws**") applicable to Tenant's use of the Facility on the Parcel. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Parcel and any improvements on the Parcel.
31. **BIND AND BENEFIT.** The terms and conditions contained in this Agreement will run with the Parcel and bind and inure to the benefit of the Parties, their respective heirs, executors, administrators, successors and assigns.
32. **ENTIRE AGREEMENT.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations

and agreements with respect to the subject matter of this Agreement. Except as otherwise stated in this Agreement, each party shall bear its own fees, costs and expenses (including the fees, costs and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

33. **GOVERNING LAW.** This Agreement will be governed by the laws of the state in which the Parcel is located, without regard to conflicts of law.
34. **INTERPRETATION.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions, headings, and subheadings are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) the term “day” shall mean calendar day whether or not expressly identified; (iv) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (v) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (vi) use of the terms “termination” or “expiration” are interchangeable; (vii) reference to a default will take into consideration any applicable notice, grace and cure periods; (viii) the singular use of words includes the plural where appropriate; (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (x) rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.
35. **AFFILIATES.** Any right of Tenant granted hereunder may be exercised by, at Tenant’s election, any Affiliate of Public Safety Towers and any sublessee or licensee thereof. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.
36. **SURVIVAL.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
37. **W-9; OWNERSHIP CONFIRMATION.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address. In the event of any transfer of Landlord’s interest in the Parcel or this Agreement, by operation of law or otherwise, Tenant shall be provided reasonable evidence of such successor interest and Tenant shall have the right to withhold payment unless or until such evidence is provided and be reimbursed for Tenant’s costs in confirming such successor interests, including, without limitation, any estate or personal representative, foreclosure, and bankruptcy matters.
38. **EXECUTION.** This Agreement may be executed in several counterparts and the counterparts shall constitute but one and the same instrument. The execution of this Agreement by electronic mail or

by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the Parties hereto, provided, however, that upon request by the other party, an original, wet-signed signature shall be provided thereafter.

39. **ATTORNEYS' FEES.** In the event that any dispute between the Parties related to this Agreement should result in litigation, at trial and on any appeal or petition for review, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees, costs and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant, and their respective Affiliates to recover their fees and expenses.
40. **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.
41. **INCIDENTAL FEES.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the Parties.
42. **FURTHER ACTS.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged, and delivered all such further acts, documents, and assurances as Tenant may request from time to time to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.
43. **CONFIDENTIALITY.** Subject to customary exceptions, including to the extent disclosure is required under law or regulation, including that of an applicable securities exchange, or valid court order, Landlord will maintain in confidence all information relating to Tenant's proposed tenancy and development of the Premises, including but not limited to, the terms of the letter of intent between the Parties and this Agreement, and will not disclose such information to any other party without written consent. Such confidential information may be released to Landlord's successors, employees, partners, consultants, attorneys, accountants, tax advisors, insurers, insurance agents, financial sources, property managers, and lenders who have a reasonable need for such confidential information.
44. **FORCE MAJEURE.** In the event that Tenant shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Agreement to be performed by Tenant and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil riots or commotion, an act of war, domestic and/or international terrorism, quarantines, embargoes, pandemics, epidemics, local disease outbreaks, public health emergencies, unavoidable fire or other casualty, or other causes beyond the control of Tenant, then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay.

45. CERTIFICATE. Landlord will, within fourteen (14) days after notice from Tenant, execute, acknowledge, and deliver to Tenant a certificate certifying whether or not this Agreement is in full force and effect; whether there are any modifications or alleged breaches by Landlord; the dates to which rent has been paid in advance; and any other facts that may reasonably be requested. The information in such certificate may be relied upon by any assignee, sublessee, or any successor to Tenant and any of their respective lenders. Failure to deliver the certificate within the specified time shall be conclusive upon Landlord that the Agreement is in full force and effect and has not been modified except as may be represented by Tenant.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the last signature date below.

LANDLORD:

[Insert Landlord's Name]
[Insert Jurisdictional State and Entity Type]

By: _____
Print Name: _____
Title: _____
Date: _____

Tenant:

Public Safety Towers, LLC
a Delaware limited liability company

By: _____
Print Name: Christopher Odenthal
Title: Chief Operating Officer
Date: _____

EXHIBIT A

Parcel Description

APN: [REDACTED]

Address: [REDACTED]

The parcel is legally described as follows:

[REDACTED]

EXHIBIT B

Site Plan

[Add Site Plan and at least 1 elevation sheet which includes dimensions of lease area, details of the access path and utility path(s) and any codes/keys necessary for access]

[If multiple pages, number as B-1, B-2, ...]

EXHIBIT C

Staging Area

[Add map showing staging area]

EXHIBIT D

Notification Of Rent Commencement Date

This Notification of Rent Commencement is delivered pursuant Section 4 (Rent) of that certain Agreement dated _____ entered into by and between [name of landlord], [entity type, jurisdiction] (“**Landlord**”), and Public Safety Towers, LLC, a Delaware Limited Liability Company (“**Tenant**”).

The Tenant hereby gives Landlord notice that the Rent Commencement Date is:

Public Safety Towers, LLC
a Delaware limited liability company

By: _____
Print Name: Christopher Odenthal
Title: Chief Operating Officer
Date: _____

EXHIBIT E

Pre-Existing Frequencies

Landlord has provided Tenant with this list of radio frequency user(s) and frequencies used on the Parcel as of the Effective Date pursuant to Section 8 (Interference):

[List pre-existing frequencies here]

Tenant warrants that its use of the Premises will not interfere with those pre-existing radio frequency uses on the Parcel, as long as the pre-existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Landlord shall not agree to or permit any expansive or change to such pre-existing uses without Tenant's prior written consent.

EXHIBIT F

Disclosure of Hazardous Material

None.

As detailed below.

EXHIBIT G

Subordination, Non-Disturbance and Attornment Agreement

[Follows on Next Page]

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“**Agreement**”), dated as of the date below, between [Mortgagee’s Name] having its principal office at [Insert Mortgagee’s Address], (hereinafter called “**Mortgagee**”) and [Landlord’s Name], a [Landlord’s jurisdictional state and entity type], having its principal office/residing at [Landlord’s Address] (“**Landlord**”), and Public Safety Towers, LLC, a Delaware Limited Liability Company having a mailing address of 1903 Wright Place, Suite 140, Carlsbad, CA 92008 (“**Tenant**”).

RECITALS:

- A. Tenant has entered into a certain Ground Lease Agreement dated [Insert Effective Date], (the “**Lease**”) with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the “**Premises**”); and
- B. Landlord has given to Mortgagee a mortgage or deed of trust (the “**Mortgage**”) upon certain real property (“**Property**”), as described in the Mortgage, a part of which Property contains the Premises; and
- C. The Mortgage on the Property is in the original principal sum of [Spell Out Dollar Amount] (\$XXX) Dollars, which Mortgage has been recorded in the appropriate public office in and for [Insert County] County, [Insert State] as Recording No. [Redacted]; and
- D. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property of which the Premises forms a part (but not Tenant’s fixtures or other property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant’s right to possession of the Premises and any of Tenant’s other rights under the Lease in the exercise of Mortgagee’s rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord.

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges, and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any equipment, fixtures and/or other property installed by or on behalf of Tenant or its related parties on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such equipment, fixtures and/or other property of Tenant or Tenant's assignees, sublessees, licenses and related parties, now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or Subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: [Insert Landlord's Name]
[Insert Jurisdictional State and Entity Type]

By: _____
Print Name: _____
Title: _____
Date: _____

Tenant: Public Safety Towers, LLC
a Delaware limited liability company

By: _____
Print Name: Christopher Odenthal
Title: Chief Operating Officer
Date: _____

MORTGAGEE: [Insert Mortgagee's Name]

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT H

Memorandum of Lease

[Follows on Next Page]

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on the later of the signature dates, by and between [Insert Landlord's Name], a [Insert Landlord's Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called "**Landlord**"), and Public Safety Towers, LLC, a Delaware Limited Liability Company having a mailing address of 1903 Wright Place, Suite 140, Carlsbad, CA 92008 ("**Tenant**").

1. Landlord and Tenant entered into a certain Ground Lease Agreement ("**Agreement**") on _____, for the purpose of installing, operating and maintaining a facility and other improvements and other related purposes. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be [spell number] [(X)] years commencing on the Effective Date, with [spell number] (X) successive automatic [spell number] (X) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. Among other rights, the Agreement gives Tenant a right of first refusal in the event Landlord receives a written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement, lease, or license with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

[Insert Landlord's Name] _____ ,
a
[Insert Jurisdictional State, and Entity Type]

By: _____
Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

TENANT:

Public Safety Towers, LLC
a Delaware limited liability company

By: _____
Print Name: Christopher Odenthal
Title: Chief Operating Officer
Date: _____ [Insert Date]

CITY OF _____, COUNTY OF _____

STATE OF OREGON

A Resolution in Support of Establishing a)
Continuum of Care for the Linn, Benton, and)
Lincoln Counties Region and Registering with) Resolution No. _____
the United States Department of Housing and)
Urban Development in 2024)

WHEREAS, homelessness is a critical issue in the tri-county region of Linn, Benton, and Lincoln Counties; in Oregon; and across the nation; and

WHEREAS, children, families, veterans, and chronically homeless individuals experiencing mental illness and addictions comprise a large portion of the region's homeless population; and

WHEREAS, the United States Department of Housing and Urban Development created the Continuum of Care program in 1994 as a means for communities across the nation to "engage in multi-year strategic planning for homeless programs and services that are well integrated with planning for mainstream services"; mainstream services denoting public housing, Section 8 housing choice vouchers, and services for runaway and homeless youth, victims of domestic violence, veterans, seniors, and people experiencing addictions and/or mental illness; and

WHEREAS, Linn, Benton, and Lincoln Counties are part of a "balance of state" Rural Oregon Continuum of Care; and

WHEREAS, the City of _____ carefully considered relevant factors and determined that the region could benefit from creating its own Continuum of Care, with enhanced service coordination, local autonomy, and alignment of goals to more effectively reduce homelessness in the region;

NOW-THEREFORE, BE IT RESOLVED that the City of _____ supports establishing a Continuum of Care for the Linn, Benton, and Lincoln County region and supports the new Continuum of Care registering with the United States Department of Housing and Urban Development in 2024.

Adopted and approved by the City Council and signed by the Mayor this ____ day of _____, 2023.

Mayor



EXHIBIT A

Consultant Services

September 12, 2023

Adair Village Downtown Planning and Visualization

MIG will assist the City of Adair Village in completing a plan and accompanying maps and illustrations for development of a future downtown area. The planning effort will build on previous planning and community engagement efforts for the Downtown and will be led primarily by City staff. Activities will include:

- Ongoing project management and coordination
- Team meetings
- Development of a proposed land use and transportation concept and layout, including agreement on key elements of the vision
- Graphic illustrations of the concepts, including development and refinement of a three-dimensional model of the concept and creation of multiple illustrations of the envisioned downtown from varying locations and perspectives

Following is a more detailed summary of tasks and activities to be completed as part of the project.

1. Project Initiation, Management and Meetings

MIG team members and the City will communicate by email, phone and online meeting regular management team calls/online meetings to monitor and discuss key project issues and the scope and schedule we move forward. Sixteen (16), one-hour calls are included in the budget (calls every two weeks for a period of eight months). Time for additional coordination with team members and the City, as needed, also is included. MIG will take the lead in setting up the calls and providing needed online links. Other members of the Consultant Team will participate in meetings, as needed.

Deliverables:

- Project management team conference/online meetings (16)
- Coordination with other project team members
- Additional team member and staff coordination via email and phone, as needed



EXHIBIT A

2. Downtown Concept Layout and Assumptions

The Consultant team will work closely with the City to define a Downtown Concept. Definition of the Concept will include agreement about the following characteristics:

- Locations and cross-sectional design of roadways and associated bicycle and pedestrian facilities
- Location of desired land uses or development types (e.g., housing, commercial buildings, mixed use development, parks, plazas, and other institutional uses)
- Typical building heights, setbacks, parking ratios, and building coverage
- Architectural style of buildings and level of detail of building façade design shown in the 3D model created in Task 3

The team will conduct the following process to develop this concept.

- Review materials from previous planning efforts
- Obtain existing conditions map data – GIS or other data from the City
 - *Note: MIG assumes it will receive complete data; generation of existing conditions data will likely require additional time and resources.*
- Conduct an initial meeting with City staff to agree on the items noted above
- Prepare plan sketches and a conceptual 3D massing model for the preliminary street and building layout
- Prepare precedent/reference images and materials highlighting the potential character of the proposed Downtown Concept (Open space areas, architecture, streetscape, etc.)
- Conduct a second meeting to review and refine the Downtown Concept
- Refine the Downtown Concept layout and assumptions to reach a preferred concept, as needed

Deliverables:

- Draft and revised street and block layouts, including building footprints illustrated via sketch plans and a conceptual massing model.
- Precedent/reference imagery for downtown concept character
- Summary of assumptions related to layouts and 3-D model features illustrating the Downtown to be produced in task 3.

3. Downtown Concept Modeling and Illustrations

The Consultant team will develop and refine a detailed three-dimensional digital model of the preferred concept. The team will use this model to create multiple illustrations of the



EXHIBIT A

Downtown Concept from varying locations and perspectives, while also incorporating the surrounding context outside the project area. The illustrations and graphics will be used by the City as it coordinates and negotiates with potential builders and developers about future implementation of the Downtown Concept. The team will use the following process to develop the model and associated illustrations.

- Prepare a preliminary detailed digital model and 3-5 accompanying perspective illustrations of the model
- Conduct an initial meeting with City staff to review the base model, agree on any needed changes, and discuss the character and level of detail of architectural design and other features to be added to the model
- Prepare a second, more detailed iteration of the model and 3-5 accompanying perspective illustrations of the model
- Conduct a second meeting to review and further refine the model, as needed
- Refine the model and accompanying illustrations, as needed

Deliverables:

- Initial three-dimensional model and accompanying illustrations
- Refined three-dimensional model
- Multiple illustrations of the refined concept and specific locations within it, as seen from varying locations and perspectives
- Street level perspective illustrations

Client Name | PROJECT NAME

e s t i m a t e d p r o j e c t c o s t

	A. Dupey Principal-in-Charge Hrs@ \$200	M. Hastie Project Manager Hrs@ \$230	M. De La Torre Consulting Principal Hrs@ \$175	E. Lanning Sr. Project Associate Hrs@ \$135	MIG Associate A. Garcia O'Dell Hrs@ \$95	MIG Associate Project Associate Hrs@ \$95	MIG Project Admin/Assistant Hrs@ \$0	MIG Labor Totals
Task 1: Initiation, Management & Meetings								
1.1	Team and City Meetings	4	16	8	8			36
1.2	Additional Communication and Coordination		12	4	4		9	29
1.3								0
1.4								0
1.5								0
1.6								0
1.7								0
1.8								0
	Subtotal	4	28	12	12	0	9	65
			\$6,440	\$2,100	\$1,620	\$0	\$0	\$10,960
Task 2: Downtown Concept Layout and Assumptions								
2.1	Review Background Materials		2	2	4	4		12
2.2	Conduct Initial Meeting with City			2	2			6
2.3	Prepare Draft Layout and Assumptions	1	2	2	4	10		19
2.4	Prepare precedent/reference imagery		1	1	2	4	4	12
2.5	Conduct Meeting with City		2	2	2			6
2.6	Prepare Revised Layout and Assumptions	1	2	2	4	10		19
2.7								0
2.8								0
2.9								0
	Subtotal	2	11	11	18	28	4	74
			\$2,530	\$1,925	\$2,430	\$2,660	\$380	\$10,325
Task 3: Downtown Concept Model & Illustrations								
3.1	Prepare Initial 3D Model & Illustrations	1	4	2	10	20	20	57
3.2	Conduct Meeting with City		2	2	2			6
3.3	Prepare Refined, Detailed Model & Illustrations	1	3	2	20	40	20	84
3.4	Conduct Meeting with City		2	2	2			6
3.5	Prepare Final Model & Illustrations	1	3		10	20	20	54
3.6								0
3.7								0
3.8								0
	Subtotal	3	14	6	44	80	60	207
			\$3,220	\$1,050	\$5,940	\$7,600	\$5,700	\$24,110

Client Name | PROJECT NAME
 e s t i m a t e d p r o j e c t c o s t

	A. Dupey Principal-In-Charge	M. Hastie Project Manager	M. De La Torre Consulting Principal	E. Lanning Sr. Project Associate	MIG Associate A. Garcia O'Dell	MIG Associate Project Associate	MIG Project Assistant	MIG Labor Totals
Subtotal Professional Time and Costs	Hrs@ 9 \$200 \$1,800	Hrs@ 53 \$230 \$12,190	Hrs@ 29 \$175 \$5,075	Hrs@ 74 \$135 \$9,990	Hrs@ 108 \$95 \$10,260	Hrs@ 64 \$95 \$6,080	Hrs@ 9 \$0 \$0	346 \$45,395
5% Markup (Direct Costs/Administrative)								
Total Project Costs								

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

**In the matter of dissolving the)
position of Municipal Court Judge)**

RESOLUTION NO. 2023 – 8

WHEREAS, the City of Adair Village (City) has previously dissolved the Adair Village Police Department; and

WHEREAS, the City has contracted with Benton County Sherriff's Office to handle law enforcement duties within the City; and

WHEREAS, all crimes and violations committed within the City are cited into the Benton County Circuit Court; and

WHEREAS, the City has additionally discontinued the City Municipal Court; and

WHEREAS, as a result, the position of Municipal Court Judge is no longer needed.

NOW, THEREFORE, BE IT RESOLVED that the position of Municipal Court Judge is hereby dissolved.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage by the City Council and approval by the Mayor.

Dated and effective this ____ day of October, 2023.

City Administrator

Mayor