

**ADAIR VILLAGE CITY COUNCIL-Final**  
**City Hall - 6030 Wm. R Carr Av.**  
\*\*\*\*Tuesday, December 5, 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 – November 7, 2023 (Attachment A)
- b. Bills List through – November 30, 2023 (Attachment B)

**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) Pat Hare  
**Action:** Discussion
  
- b) Water/Wastewater Rates (Attachment I, I1) Pat Hare  
**Action:** Discussion
  
- c) Community Service Consortium (Attachment J) Pat Hare  
**Action:** Discussion

**6. NEW BUSINESS:**

- a) N/A  
**Action:** n/a

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

- a) N/A 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, January 2, 2023, 6:00 PM  
Planning Commission – December 19, 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](mailto: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, Nov 7, 2023 – 6:00 PM\*\*\*\*

Agenda Item	Action
<p><b>1. Roll Call:</b> 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><b>2. Consent Calendar</b> Attachment A Minutes of the October 3, 2023, City Council Meeting Attachment B Bills List through October 30, 2023 (\$116,380.68).</p>	<p>Councilor Officer moved to approve the Consent Calendar. Councilor Ray seconded. <b>Unanimous Approval (4-0).</b></p>
<p><b>3. Public Comment</b></p>	<p>None.</p>
<p><b>4. Staff Reports</b> <b>4a. Attachment C – Sheriff’s Report</b> - CA Hare presented the report.</p>	<p>Council received the report.</p>
<p><b>4b. Attachment D– CSO Report</b> - CA Hare presented the report.</p>	<p>Council received the report.</p>
<p><b>4c. Attachment E– City Administrator’s Report</b> <b>Administration</b></p> <ul style="list-style-type: none"> <li>• <b>Payroll</b> – 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.</li> <li>• <b>Tangent</b> – 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.</li> <li>• <b>City Planner</b> – 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.</li> </ul> <p><b>Property/Businesses</b></p> <ul style="list-style-type: none"> <li>• <b>AVIS</b> – Staff installed some new warning signs out at the site and DEQ has made comments back on the first proposal.</li> <li>• <b>Downtown</b> – Civil West and I received a quote from a firm to work with to get drawings and digital renderings of the downtown.</li> <li>• <b>Restaurant</b> –I talked with the potential Tennant, and they are still looking at the beginning of spring.</li> </ul> <p><b>Major Projects/Engineering</b></p> <ul style="list-style-type: none"> <li>• <b>Water Plant</b> – The nest 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.</li> <li>• <b>Calloway Creek</b> – The bridge has had some setbacks due to</li> </ul>	<p>Council received the report.</p>

<p>the weather, but they are hoping to have the excavation work done in the next few weeks.</p> <ul style="list-style-type: none"> <li>• <b>Wastewater Plant</b> – 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.</li> <li>• <b>Water Lines</b> – 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.</li> </ul>	
<p><b>4d. Attachment F – Public Works Report</b> CA Hare presented the report.</p>	Council received the report.
<p><b>4e. Attachment G – Financial Report</b> CA Hare presented the report. The balance in the Local Government Investment Pool is approximately \$3,925,110.59. Last year in October, the balance was \$2,971,803.96.</p>	Council received the report.
<p><b>5. Old Business –</b>  <b>5a. (Attachment H)</b> Cell Tower Ground Lease</p> <p><b>5b. (Attachment I, II)</b> Water/Wastewater Rates</p>	
<p><b>6. New Business</b>  <b>6a. (Attachment J)</b> Community Service Consortium</p>	Peggy McGuire
<p><b>7. Ordinance, Resolutions, and Proclamations</b></p>	N/A
<p><b>8. Executive Session</b></p>	Mayor Currier opened the executive session at 8:03 p.m. and closed the session at 8:30 p.m. No decision was made.
<p><b>9. Council and Mayor Comments</b></p>	
<p><b>10. Adjournment:</b>  City Council –Tuesday, Dec 5, 2023, 6:00 PM  Planning Commission – Tuesday, Nov 21, 2023, 6:00pm</p>	<b>Mayor Currier adjourned the meeting at 8:41 p.m.</b>

<b>Nov 2023 Bills</b>	<b>Date</b>	<b>Amount</b>
	11/7/2023	\$43,190.12
	11/15/2023	\$4,229.82
	11/26/2023	\$19,278.71

**Total** \$66,698.65

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>150 A &amp; B Septic</b>									
61371	1	Work for Tangent	Invoice	10/04/2023	11/15/2023	2,010.00		2,010.00	100-900-52115
Total 61371:						2,010.00	.00	✓ 2,010.00	
61378	1	Work for Tangent	Invoice	10/04/2023	11/15/2023	1,590.35		1,590.35	100-900-52115
Total 61378:						1,590.35	.00	✓ 1,590.35	
61379	1	Work for Tangent	Invoice	10/04/2023	11/15/2023	510.00		510.00	100-900-52115
Total 61379:						510.00	.00	✓ 510.00	
61381	1	Work for Tangent	Invoice	10/04/2023	11/15/2023	375.00		375.00	100-900-52115
Total 61381:						375.00	.00	✓ 375.00	
61413	1	Work for Tangent	Invoice	10/05/2023	11/15/2023	175.00		175.00	100-900-52115
Total 61413:						175.00	.00	✓ 175.00	
61459	1	Work for Tangent	Invoice	10/10/2023	11/15/2023	407.00		407.00	100-900-52115
Total 61459:						407.00	.00	✓ 407.00	
61463	1	Work for Tangent	Invoice	10/10/2023	11/15/2023	1,704.00		1,704.00	100-900-52115
Total 61463:						1,704.00	.00	✓ 1,704.00	
61482	1	Work for Tangent	Invoice	10/12/2023	11/15/2023	2,210.00		2,210.00	100-900-52115
Total 61482:						2,210.00	.00	✓ 2,210.00	
61500	1	Work for Tangent	Invoice	10/16/2023	11/15/2023	200.00		200.00	100-900-52115
Total 61500:						200.00	.00	✓ 200.00	
61501	1	Work for Tangent	Invoice	10/16/2023	11/15/2023	200.00		200.00	100-900-52115
Total 61501:						200.00	.00	✓ 200.00	
61502	1	Work for Tangent	Invoice	10/16/2023	11/15/2023	200.00		200.00	100-900-52115
Total 61502:						200.00	.00	✓ 200.00	
61513	1	Work for Tangent	Invoice	10/17/2023	11/15/2023	660.00		660.00	100-900-52115
Total 61513:						660.00	.00	✓ 660.00	
61519	1	Work for Tangent	Invoice	10/18/2023	11/15/2023	575.00		575.00	100-900-52115
Total 61519:						575.00	.00	✓ 575.00	
61522	1	Work for Tangent	Invoice	10/18/2023	11/15/2023	375.00		375.00	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 61522:						375.00	.00	✓ 375.00	
61577	1	Work for Tangent	Invoice	10/24/2023	11/15/2023	375.00		375.00	100-900-52115
Total 61577:						375.00	.00	✓ 375.00	
61592	1	Work for Tangent	Invoice	10/25/2023	11/15/2023	235.00		235.00	100-900-52115
Total 61592:						235.00	.00	✓ 235.00	
61633	1	Work for Tangent	Invoice	10/30/2023	11/15/2023	200.00		200.00	100-900-52115
Total 61633:						200.00	.00	✓ 200.00	
61647	1	Work for Tangent	Invoice	10/31/2023	11/15/2023	1,520.00		1,520.00	100-900-52115
Total 61647:						1,520.00	.00	✓ 1,520.00	
Total 150 A & B Septic:						13,521.35	.00	✓ 13,521.35	25932
<b>390 Al's Sweeping Service</b>									
11369	1	Street Sweeping	Invoice	10/31/2023	11/30/2023	1,200.00		1,200.00	200-410-52024
Total 11369:						1,200.00	.00	1,200.00	
Total 390 Al's Sweeping Service:						1,200.00	.00	✓ 1,200.00	25933
<b>690 Bank of America</b>									
10232023	1	Credit Card Charges	Invoice	10/23/2023	11/19/2023	1,476.02		1,476.02	100-000-28000
Total 10232023:						1,476.02	.00	1,476.02	
Total 690 Bank of America:						1,476.02	.00	✓ 1,476.02	25934
<b>890 Best Pots Inc</b>									
A-517280	1	Standard Rented Unit	Invoice	11/05/2023	12/05/2023	106.64		106.64	500-420-52019
Total A-517280:						106.64	.00	106.64	
Total 890 Best Pots Inc:						106.64	.00	✓ 106.64	25939
<b>1300 Cascade Columbia Distribution</b>									
880103	1	Chemicals	Invoice	10/25/2023	11/25/2023	2,639.00		2,639.00	500-420-52001
Total 880103:						2,639.00	.00	2,639.00	
Total 1300 Cascade Columbia Distribution:						2,639.00	.00	✓ 2,639.00	25936
<b>1340 Caselle Inc.</b>									
128688	1	Monthly Software Hosting Fees	Invoice	11/01/2023	12/01/2023	600.75		600.75	500-420-52114
128688	2	Monthly Software Hosting Fee	Invoice	11/01/2023	12/01/2023	400.50		400.50	100-900-52114
128688	3	Monthly Software Hosting Fee	Invoice	11/01/2023	12/01/2023	200.25		200.25	510-430-52114
128688	4	Monthly Software Hosting Fee	Invoice	11/01/2023	12/01/2023	66.75		66.75	200-410-52114
128688	5	Monthly Software Hosting Fee	Invoice	11/01/2023	12/01/2023	66.75		66.75	520-440-52114

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 128688:						1,335.00	.00	1,335.00	
Total 1340 Caselle Inc.:						1,335.00	.00	1,335.00	25937
<b>1410 Century Link</b>									
10252023	1	503-T31-4410 130B	Invoice	10/25/2023	11/12/2023	53.95		53.95	500-420-52110
Total 10252023:						53.95	.00	53.95	25938
Total 1410 Century Link:						53.95	.00	53.95	Pulled and voided.
<b>1610 Civil West Engineering Services Inc</b>									
1001.001B.010	1	Misc Svcs water	Invoice	11/01/2023	12/01/2023	1,222.00		1,222.00	500-420-52020
1001.001B.010	2	misc ww	Invoice	11/01/2023	12/01/2023	390.00		390.00	510-430-52020
1001.001B.010	3	Misc Svcs Stormwater	Invoice	11/01/2023	12/01/2023	1,060.00		1,060.00	520-440-52020
1001.001B.010	4	Misc Svcs Other	Invoice	11/01/2023	12/01/2023	170.00		170.00	100-900-52020
1001.001B.010	5	Misc Svcs Development Rev	Invoice	11/01/2023	12/01/2023	3,432.50		3,432.50	100-900-52020
Total 1001.001B.010:						6,274.50	.00	6,274.50	
1001.032.027	1	HMGF	Invoice	11/01/2023	12/01/2023	11,076.45		11,076.45	500-420-53503
Total 1001.032.027:						11,076.45	.00	11,076.45	
Total 1610 Civil West Engineering Services Inc:						17,350.95	.00	17,350.95	25939
<b>1800 Consumers Power Inc.</b>									
10192023	1	1152400	Invoice	10/19/2023	11/19/2023	1,190.00		1,190.00	200-410-52109
10192023	2	1152406	Invoice	10/19/2023	11/19/2023	123.64		123.64	100-900-52109
10192023	3	1152409	Invoice	10/19/2023	11/19/2023	35.58		35.58	100-900-52109
10192023	4	1152410	Invoice	10/19/2023	11/19/2023	68.23		68.23	510-430-52109
10192023	5	1152411	Invoice	10/19/2023	11/19/2023	70.30		70.30	500-420-52109
10192023	6	1152413	Invoice	10/19/2023	11/19/2023	109.76		109.76	510-430-52109
10192023	7	1152414	Invoice	10/19/2023	11/19/2023	35.15		35.15	500-420-52109
10192023	8	1152415	Invoice	10/19/2023	11/19/2023	35.05		35.05	100-900-52109
10192023	9	1152419	Invoice	10/19/2023	11/19/2023	35.05		35.05	500-420-53502
10192023	10	1152420	Invoice	10/19/2023	11/19/2023	339.28		339.28	510-430-52109
10192023	11	1152401	Invoice	10/19/2023	11/19/2023	35.58		35.58	100-300-52109
Total 10192023:						2,077.62	.00	2,077.62	
Total 1800 Consumers Power Inc.:						2,077.62	.00	2,077.62	25940
<b>2300 Delapoer Kidd Attorneys at Law</b>									
1993	1	General City matters	Invoice	11/01/2023	12/01/2023	350.00		350.00	100-900-52017
Total 1993:						350.00	.00	350.00	
Total 2300 Delapoer Kidd Attorneys at Law:						350.00	.00	350.00	25941
<b>2520 Edge Analytical, Inc</b>									
23-33171	1	MOnthly Coliform	Invoice	10/31/2023	11/30/2023	40.00		40.00	500-420-52104
Total 23-33171:						40.00	.00	40.00	25942

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 2520 Edge Analytical, Inc:						40.00	.00	40.00	
<b>2670 Ferguson Enterprises Inc</b>									
1226678	1	Stock	Invoice	10/27/2023	11/27/2023	1,467.05		1,467.05	500-420-52011
Total 1226678:						1,467.05	.00	✓ 1,467.05	
<b>1232225</b>									
1232225	1	Paint	Invoice	10/27/2023	11/27/2023	71.88		71.88	500-420-52011
Total 1232225:						71.88	.00	✓ 71.88	
Total 2670 Ferguson Enterprises Inc:						1,538.93	.00	✓ 1,538.93	25943
<b>7508 McKenna Ziegler</b>									
00006	1	Cleaning Services	Invoice	10/30/2023	11/30/2023	350.00		350.00	100-900-52019
Total 00006:						350.00	.00	350.00	
Total 7508 McKenna Ziegler:						350.00	.00	✓ 350.00	25944
<b>7518 Net Assets Corporation</b>									
111-202310	1	Title Serach Software	Invoice	11/01/2023	12/01/2023	31.00		31.00	100-900-52114
Total 111-202310:						31.00	.00	31.00	
Total 7518 Net Assets Corporation:						31.00	.00	✓ 31.00	25945
<b>4670 NW Natural</b>									
11152023	1	1407224-3	Invoice	11/01/2023	11/15/2023	20.67		20.67	100-900-52109
Total 11152023:						20.67	.00	20.67	
Total 4670 NW Natural:						20.67	.00	✓ 20.67	25946
<b>4800 One Call Concepts Inc</b>									
3100314	1	OR Utility Notification Center	Invoice	10/31/2023	11/30/2023	43.30		43.30	500-420-52109
3100314	2	OR Utility Notification Center	Invoice	10/31/2023	11/30/2023	43.30		43.30	510-430-52109
Total 3100314:						86.60	.00	86.60	
Total 4800 One Call Concepts Inc:						86.60	.00	✓ 86.60	25947
<b>5780 Republic Services #452</b>									
0452-00511882	1	3-0452-0023479	Invoice	10/31/2023	11/30/2023	42.11		42.11	100-900-52109
Total 0452-00511882:						42.11	.00	42.11	
Total 5780 Republic Services #452:						42.11	.00	✓ 42.11	25948
<b>6020 Schaefers Recreation Equipment Co</b>									
142664-1	1	Carboy	Invoice	10/20/2023	11/20/2023	345.00		✓ 345.00	510-430-52001
Total 142664-1:						345.00	.00	345.00	
142755-1	1	Carboy	Invoice	10/26/2023	11/26/2023	495.28		✓ 495.28	510-430-52001



Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 142755-1:						495.28	.00	495.28	
Total 6020 Schaefers Recreation Equipment Co:						840.28	.00	840.28	25949
999 Utility Refund									
1401.04		1 Water	Invoice	11/02/2023	11/15/2023	78.00		78.00	500-420-52105
1401.04		2 Wastewater	Invoice	11/02/2023	11/15/2023	52.00		52.00	510-430-52105
Total 1401.04:						130.00	.00	130.00	
Total 999 Utility Refund:						130.00	.00	130.00	25950
Total :						43,190.12	.00	43,190.12	
Grand Totals:						43,190.12	.00	43,190.12	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-000-28000	1,476.02	.00	1,476.02
100-300-52109	35.58	.00	35.58
100-900-52017	350.00	.00	350.00
100-900-52019	350.00	.00	350.00
100-900-52020	3,602.50	.00	3,602.50
100-900-52109	257.05	.00	257.05
100-900-52114	431.50	.00	431.50
100-900-52115	13,521.35	.00	13,521.35
200-410-52024	1,200.00	.00	1,200.00
200-410-52109	1,190.00	.00	1,190.00
200-410-52114	66.75	.00	66.75
500-420-52001	2,639.00	.00	2,639.00
500-420-52011	1,538.93	.00	1,538.93
500-420-52019	106.64	.00	106.64
500-420-52020	1,222.00	.00	1,222.00
500-420-52104	40.00	.00	40.00
500-420-52105	78.00	.00	78.00
500-420-52109	148.75	.00	148.75
500-420-52110	53.95	.00	53.95
500-420-52114	600.75	.00	600.75
500-420-53502	35.05	.00	35.05
500-420-53503	11,076.45	.00	11,076.45
510-430-52001	840.28	.00	840.28
510-430-52020	390.00	.00	390.00
510-430-52105	52.00	.00	52.00
510-430-52109	560.57	.00	560.57
510-430-52114	200.25	.00	200.25
520-440-52020	1,060.00	.00	1,060.00
520-440-52114	66.75	.00	66.75
Grand Totals:	43,190.12	.00	43,190.12

less voided amt.  
- \$ 53.95

\$ 43,136.17

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
10/23	23,865.86	.00	23,865.86
11/23	19,324.26	.00	19,324.26
Grand Totals:	43,190.12	.00	43,190.12

*[Handwritten signature]*  
11/7/23

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>890 Best Pots Inc</b>									
A-518604	1	Standard Rented Unit	Invoice	11/09/2023	12/09/2023	155.76		155.76	500-420-52019
Total A-518604:						155.76	.00	155.76	
Total 890 Best Pots Inc:						155.76	.00	✓ 155.76	25951
<b>1610 Civil West Engineering Services Inc</b>									
1001.028.038.	1	WWTP	Invoice	11/01/2023	12/01/2023	748.05		748.05	510-430-52020
Total 1001.028.038.:						748.05	.00	748.05	
Total 1610 Civil West Engineering Services Inc:						748.05	.00	✓ 748.05	25952
<b>5300 Pacific Power/PacificCorp</b>									
11072023	1	02099381-001 7	Invoice	11/07/2023	11/29/2023	2,122.79		2,122.79	500-420-52109
Total 11072023:						2,122.79	.00	2,122.79	
Total 5300 Pacific Power/PacificCorp:						2,122.79	.00	✓ 2,122.79	25954
<b>5780 Republic Services #452</b>									
0452005111478	1	3-0452-0340655	Invoice	09/30/2023	11/30/2023	212.67		212.67	510-430-52109
Total 0452005111478:						212.67	.00	212.67	
Total 5780 Republic Services #452:						212.67	.00	✓ 212.67	25955
<b>7274 US Bank Equipment Finance</b>									
515082881	1	Equipment Finance and Yearly Pro	Invoice	11/06/2023	11/30/2023	202.14		202.14	100-900-52023
Total 515082881:						202.14	.00	202.14	
Total 7274 US Bank Equipment Finance:						202.14	.00	✓ 202.14	25956
<b>7030 USA Blue Book</b>									
INV00180962	1	Chemicals	Invoice	10/30/2023	11/30/2023	674.07		674.07	500-420-52001
Total INV00180962:						674.07	.00	674.07	
Total 7030 USA Blue Book:						674.07	.00	✓ 674.07	25957
<b>999 Utility Refund</b>									
1021.09	1	Water	Invoice	11/14/2023	11/30/2023	68.60		68.60	500-420-52105
1021.09	2	Wastewater	Invoice	11/14/2023	11/30/2023	45.74		45.74	510-430-52105
Total 1021.09:						114.34	.00	✓ 114.34	25953
Total 999 Utility Refund:						114.34	.00	114.34	
Total :						4,229.82	.00	4,229.82	
Grand Totals:						4,229.82	.00	4,229.82	

*Hester/Walsh  
overpayment*

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-900-52023	202.14	.00	202.14
500-420-52001	674.07	.00	674.07
500-420-52019	155.76	.00	155.76
500-420-52105	68.60	.00	68.60
500-420-52109	2,122.79	.00	2,122.79
510-430-52020	748.05	.00	748.05
510-430-52105	45.74	.00	45.74
510-430-52109	212.67	.00	212.67
<b>Grand Totals:</b>	<b>4,229.82</b>	<b>.00</b>	<b>4,229.82</b>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
09/23	212.67	.00	212.67
10/23	674.07	.00	674.07
11/23	3,343.08	.00	3,343.08
<b>Grand Totals:</b>	<b>4,229.82</b>	<b>.00</b>	<b>4,229.82</b>

*[Handwritten Signature]*  
11/15/23

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>390 AI's Sweeping Service</b>									
11413	1	Street Sweeping	Invoice	11/27/2023	12/27/2023	1,200.00		1,200.00	200-410-52024
Total 11413:						1,200.00	.00	1,200.00	
Total 390 AI's Sweeping Service:						1,200.00	.00	1,200.00	25959
<b>890 Best Pots Inc</b>									
A-519356	1	Standard Rented Unit	Invoice	11/22/2023	12/22/2023	106.64		106.64	500-420-52019
Total A-519356:						106.64	.00	106.64	
Total 890 Best Pots Inc:						106.64	.00	106.64	25960
<b>1410 Century Link</b>									
11162023	1	closing statement 541-745-5858F 8	Invoice	11/16/2023	12/06/2023	123.25		123.25	510-430-52110
Total 11162023:						123.25	.00	123.25	
11162023.	1	closing statement 541-928-8372F 0	Invoice	11/16/2023	12/06/2023	104.40		104.40	500-420-52110
Total 11162023.:						104.40	.00	✓ 104.40	
Total 1410 Century Link:						227.65	.00	✓ 227.65	25961
<b>1520 CIS TRUST</b>									
DECEMBER 20	1	Employee Health Ins	Invoice	11/15/2023	12/15/2023	959.92		959.92	100-100-51010
DECEMBER 20	2	Employee Health Ins	Invoice	11/15/2023	12/15/2023	127.99		127.99	100-200-51010
DECEMBER 20	3	Employee Health Ins	Invoice	11/15/2023	12/15/2023	511.96		511.96	100-300-51010
DECEMBER 20	4	Employee Health Ins	Invoice	11/15/2023	12/15/2023	319.97		319.97	200-410-51010
DECEMBER 20	5	Employee Health Ins	Invoice	11/15/2023	12/15/2023	3,007.74		3,007.74	500-420-51010
DECEMBER 20	6	Employee Health Ins	Invoice	11/15/2023	12/15/2023	1,215.90		1,215.90	510-430-51010
DECEMBER 20	7	Employee Health Insurance	Invoice	11/15/2023	12/15/2023	255.97		255.97	520-440-51010
Total DECEMBER 2023 FINAL INVOICE:						6,399.45	.00	6,399.45	
Total 1520 CIS TRUST:						6,399.45	.00	✓ 6,399.45	25962
<b>1550 City of Corvallis</b>									
4513742	1	Fuel	Invoice	11/15/2023	12/15/2023	448.21		448.21	500-420-52014
Total 4513742:						448.21	.00	448.21	
Total 1550 City of Corvallis:						448.21	.00	✓ 448.21	25963
<b>1800 Consumers Power Inc.</b>									
11082023	1	1152418	Invoice	11/08/2023	12/01/2023	171.71		171.71	510-430-52109
Total 11082023:						171.71	.00	✓ 171.71	
11202023	1	1152401	Invoice	11/28/2023	12/20/2023	35.58		35.58	100-300-52109
Total 11202023:						35.58	.00	✓ 35.58	
Total 1800 Consumers Power Inc.:						207.29	.00	✓ 207.29	25964

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>7509 Good Earth Pest Company</b>									
429816	1	Pest Control	Invoice	11/13/2023	12/13/2023	128.70		128.70	100-900-52019
Total 429816:						128.70	.00	128.70	
Total 7509 Good Earth Pest Company:						128.70	.00	128.70	25965
<b>7498 Hoyt Family Plumbing, Inc.</b>									
1405	1	Replace water heater at Store	Invoice	11/28/2023	12/28/2023	2,079.00		2,079.00	100-900-52012
Total 1405:						2,079.00	.00	2,079.00	
Total 7498 Hoyt Family Plumbing, Inc.:						2,079.00	.00	2,079.00	25966
<b>7510 Kristopher Schendel</b>									
2306	1	Code compliance	Invoice	11/30/2023	12/05/2023	2,500.00		2,500.00	100-900-52019
Total 2306:						2,500.00	.00	2,500.00	
Total 7510 Kristopher Schendel:						2,500.00	.00	2,500.00	25967
<b>4240 Matt Lydon</b>									
11202023	1	Reimbursement for ND supplies fro	Invoice	11/20/2023	12/20/2023	39.97		39.97	100-900-52002
Total 11202023:						39.97	.00	39.97	
Total 4240 Matt Lydon:						39.97	.00	39.97	25968
<b>7508 McKenna Ziegler</b>									
00007	1	cleaning services	Invoice	11/28/2023	12/05/2023	350.00		350.00	100-900-52019
Total 00007:						350.00	.00	350.00	
Total 7508 McKenna Ziegler:						350.00	.00	350.00	25969
<b>4760 OHA Cashier</b>									
11282023	1	PWS ID# 4100003 Cross Connecti	Invoice	11/28/2023	12/28/2023	75.00		75.00	500-420-52107
Total 11282023:						75.00	.00	75.00	
Total 4760 OHA Cashier:						75.00	.00	75.00	25970
<b>4920 Oregon Department of Revenue</b>									
L1594882720	1	Hazardous Substance Possession F	Invoice	11/15/2023	12/15/2023	120.00		120.00	100-900-52102
Total L1594882720:						120.00	.00	120.00	
L1792277152	1	Hazardous Substance Possession F	Invoice	11/15/2023	12/31/2023	297.00		297.00	100-900-52102
Total L1792277152:						297.00	.00	297.00	
Total 4920 Oregon Department of Revenue:						417.00	.00	417.00	25971
<b>4980 Oregon DEQ</b>									
WQ24IND-0392	1	Annual Fee WWTP	Invoice	11/08/2023	12/08/2023	834.00		834.00	510-430-52107

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total WQ24IND-0392:						834.00	.00	834.00	
Total 4980 Oregon DEQ:						834.00	.00	834.00	25972
<b>4990 Oregon DMV</b>									
11172023	1	Title & Reg for 2006 Prius with E pl	Invoice	11/27/2023	12/27/2023	131.50		131.50	500-420-52107
Total 11172023:						131.50	.00	131.50	
Total 4990 Oregon DMV:						131.50	.00	131.50	25973
<b>5030 Oregon Government Ethics Commission</b>									
AIE18529	1	Annual Billing	Invoice	11/13/2023	12/13/2023	567.41		567.41	100-900-52102
Total AIE18529:						567.41	.00	567.41	
Total 5030 Oregon Government Ethics Commission:						567.41	.00	567.41	25974
<b>5780 Republic Services #452</b>									
0452-00513118	1	3-0452-0340655	Invoice	10/31/2023	12/15/2023	183.70		183.70	510-430-52109
Total 0452-005131187:						183.70	.00	183.70	
Total 5780 Republic Services #452:						183.70	.00	183.70	25975
<b>7030 USA Blue Book</b>									
INV00195702	1	Chemicals	Invoice	11/14/2023	12/14/2023	2,278.27		2,278.27	500-420-52001
Total INV00195702:						2,278.27	.00	2,278.27	
Total 7030 USA Blue Book:						2,278.27	.00	2,278.27	25976
<b>999 Utility Refund</b>									
1562.02		1 Water	Invoice	11/20/2023	12/20/2023	24.22		24.22	500-420-52105
1562.02		2 Wastewater	Invoice	11/20/2023	12/20/2023	16.14		16.14	510-430-52105
Total 1562.02:						40.36	.00	40.36	
Total 999 Utility Refund:						40.36	.00	40.36	25958
<b>7130 Verizon</b>									
9948574567	1	Phone	Invoice	11/06/2023	11/28/2023	65.38		65.38	100-900-52110
9948574567	2	Phone	Invoice	11/06/2023	11/28/2023	99.59		99.59	510-430-52110
9948574567	3	Phone	Invoice	11/06/2023	11/28/2023	99.59		99.59	500-420-52110
Total 9948574567:						264.56	.00	264.56	
Total 7130 Verizon:						264.56	.00	264.56	25977
<b>7290 Willamette Valley Processors</b>									
1771	1	Emergency Management	Invoice	11/19/2023	12/19/2023	800.00		800.00	100-900-52019
Total 1771:						800.00	.00	800.00	
Total 7290 Willamette Valley Processors:						800.00	.00	800.00	25978

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total :						19,278.71	.00	19,278.71	
Grand Totals:						19,278.71	.00	19,278.71	

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
100-300-52109	35.58	.00	35.58
100-900-52002	39.97	.00	39.97
100-900-52012	2,079.00	.00	2,079.00
100-900-52019	3,778.70	.00	3,778.70
100-900-52102	984.41	.00	984.41
100-900-52110	65.38	.00	65.38
200-410-51010	319.97	.00	319.97
200-410-52024	1,200.00	.00	1,200.00
500-420-51010	3,007.74	.00	3,007.74
500-420-52001	2,278.27	.00	2,278.27
500-420-52014	448.21	.00	448.21
500-420-52019	106.64	.00	106.64
500-420-52105	24.22	.00	24.22
500-420-52107	206.50	.00	206.50
500-420-52110	203.99	.00	203.99
510-430-51010	1,215.90	.00	1,215.90
510-430-52105	16.14	.00	16.14
510-430-52107	834.00	.00	834.00
510-430-52109	355.41	.00	355.41
510-430-52110	222.84	.00	222.84
520-440-51010	255.97	.00	255.97
Grand Totals:	19,278.71	.00	19,278.71

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
10/23	183.70	.00	183.70
11/23	19,095.01	.00	19,095.01
Grand Totals:	19,278.71	.00	19,278.71

*[Handwritten signature]*  
11/28/23



# ADAIR VILLAGE PATROL

October 25, 2023 - November 24, 2023

## Benton County Sheriff's Office - Adair Patrol Activity Log

Date/Time	Call #	Total Time	Deputy	Con- tacts	Traffic		Arrests		Notes
					Warn	Cite	Cite	Cust	
<b>Patrol</b>									
102523 08:05:02	2023211101	1:05:40	Blaser						no activity
102523 23:49:24	2023211648	2:36:51	Hardison	0	3				PATROLLED CITY STREETS/SCHOOL/ODFW/BUSINESSES/AERODROME PARK/HIGHWAY 99W IN HEAVY FOG. TWO TRAFFIC STOPS/THREE WARNINGS GIVEN FOR TRAFFIC VIOLATIONS.
102723 09:35:24	2023212584	0:15:00	Bottorff	1					1 CITIZEN CONTACT, WHO HAD CAR TROUBLE, AND SMOKE/STEAM COMING FROM CAR DUE TO OVERHEATING (99W AT ADAIR FRONTAGE ROAD). NO OTHER ACTIVITY.
102723 22:46:59	2023213098	3:07:13	Hardison		1				PATROLLED CITY STREETS/HIGHWAY 99W/SCHOOL/PARKS/BUSINESSES/ODFW/CALLOWAY CREEK. ONE TRAFFIC STOP/ONE WARNING GIVEN.
102823 08:44:30	2023213377	0:54:31	Lyman	5					0 stops, 5 citizen contacts.
102923 09:12:24	2023214205	1:34:26	Lochner						no activity
110123 00:08:23	2023216047	2:17:55	Hardison		3				PATROLLED CITY STREETS/HIGHWAY 99W/SCHOOL/PARKS/BUSINESSES/ODFW/CALLOWAY CREEK. THREE TRAFFIC STOPS (INCLUDING ONE ATTEMPT TO LOCATE ON POSSIBLE IMPAIRED DRIVER)/THREE WARNINGS GIVEN FOR TRAFFIC VIOLATIONS.
110123 00:59:44	2023216071	1:02:00	Drongesen						Patrolled Highway, School, Parks, and neighborhoods.
110123 08:50:51	2023216174	3:12:58	Bottorff	4	4				School Zone Patrol. 4 stops and warnings school zone, VBR. 0 cites. 1 other citizen contact. Patrolled city streets and school zone. 3 more citizen contacts between the mini mart, and ODFW.
110223 01:23:12	2023216709	3:15:37	Hardison						STAYED NEAR ADAIR VILLAGE PERIMETER AREA LOOKING FOR ARMED SUSPECT IN MENACING INVESTIGATION FROM APD.
110223 08:16:30	2023216828	1:02:43	Lundy						no activity
110223 08:52:21	2023216852	0:50:55	Bottorff						atl for bolo suspect
110223 23:41:25	2023217424	1:00:22	Hardison						PATROLLED CITY STREETS/HIGHWAY 99W/SCHOOL/ODFW. NO ACTIVITY.
110323 09:04:58	2023217574	0:25:37	Bottorff						moved landfill debris from roadway, 99W near Crane Lane. No stops or contacts.
110323 12:53:14	2023217733	1:06:41	Blaser			1			1 stop-citation for no motorcycle endorsement and no helmet
110323 17:43:11	2023217945	1:00:05	Davison		1				one stop with a warning. Patrolled local streets and park.
110423 00:45:52	2023218171	1:29:39	Hardison						SET UP ALONG HIGHWAY 99W FOR ATTEMPT TO LOCATE A SUSPECT VEHICLE FROM A VIOLENT D.V. INCIDENT IN YAMHILL COUNTY.
110423 23:26:54	2023218769	2:16:00	Hardison		4	3			FIVE TRAFFIC STOPS/FOUR WARNINGS/THREE CITATIONS ISSUED ON SPEED ENFORCEMENT DETAIL.
110623 01:04:36	2023219356	0:58:11	Sinclair						no activity
110623 13:40:50	2023219660	1:02:00	Lochner						no activity
110723 21:37:03	2023220625	3:15:30	Drongesen	1	1				Patrolled neighborhoods, parks, and highway. 1- citizen contact 1- Stop/Warn Fall Maint Ln
110823 04:36:09	2023220773	2:00:11	Hardison						PATROLLED CITY STREETS/HIGHWAY 99W/SCHOOL/COUNTY PARK/AERODROME PARK/ODFW/CALLOWAY CREEK. HEAVY FOG/NO ACTIVITY.
110823 09:44:32	2023220893	1:17:31	Glass						Extra patrol, streets, school, city park.
110823 11:13:35	2023220951	1:37:28	Lochner						patrolled Adair, The city is safe and secure.
110923 22:25:19	2023222060	4:00:22	Hardison		4				PATROLLED CITY STREETS/HIGHWAY 99W/SCHOOL/PARKS/ODFW/BUSINESSES/CALLOWAY CREEK. 4 TRAFFIC STOPS/4 WARNINGS GIVEN FOR TRAFFIC VIOLATIONS.
111023 19:10:50	2023222660	0:10:00	Davison						10 minutes of Adair Patrol. Left early for an ATL vehicle.



Location	Violaton
5224 Laurel Dr NE	Property Maintenance / Parking
3111 Willamette Ave NE	Property Mainteance
8046 Barberry Dr NE	Keeping Junk
5150 Willamette Ave NE	Keeping Junk
8255 Hyacinth Ct NE	Somebody living in an RV. (Moving Nov 4)
6849 Arnold Ave NE	Utility Trailer parked on the road for a week
114 Columbia Ave NE	Abandon Vehicle (HC27936) Tan VW Vanagon GL
Willamette/Laurel	Parking within 20 feet of a crosswalk
6405 William R Carr Ave NE	Grass can left in street (2nd Offense) - Official Notice Sent

Case #	Follow Up Date
23-0801	11/3/2023
23-0805	11/17/2023
23-0913	11/3/2023
23-0915	11/17/2023
23-0917	11/17/2023
23-1101	11/3/2023
23-1102	11/20/2023
23-1103	12/4/2023
23-1104	Ongoing

Compliance On Follow Up (Y/N)	Fine/Fee (Y/N)
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N - Volunteers have not come through. Moving process forward.	N
N - Giving two extra weeks. - Still no compliance - Fees starting	Y
	N
	N
	Y
	N

PSTC Site Name: **ALBYOR01**  
Alt Site Name/ID: **Adair Village Water Tanks**

## 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 The City of Adair Village, (“**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 **2260 NW Independence Hwy, Albany, OR 97321**, in the County of **BENTON**, State of **OREGON**, APN: **015689**, (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 **2500** square feet with approximate dimensions of **50’x50’**, 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 and the additional rent to be paid by Tenant to Landlord.

## 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.** Such use by Tenant shall not impact Landlord’s access, use or maintenance of the existing water towers.

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. Such modifications by Tenant shall not impact Landlord’s access, use or maintenance of the existing water towers.

### 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 (5<sup>th</sup>) day of each calendar month in advance, **TWO ONE-THOUSAND FIVE EIGHT-HUNDRED** and No/100 Dollars (**\$21,5800.00**) (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 **TWO AND ONE-HALF** percent (**2.5%**) 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. Landlord’s assistance described herein does not constitute, nor shall be construed as any form of development approval, nor provide any deviation from the standard review and approval process afforded to any applicant in the Landlord’s process for development.
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. In this event, Tenant shall pay Landlord a termination fee equal to three (3) months' Rent, at the then-current rate.
- 7.3. By Tenant, upon sixty (60) days prior written notice to Landlord following commencement of construction and prior to completion, 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.** With the exception of Landlord’s use and maintenance of the existing water towers, 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:               City of Adair Village [Name]  
6030 William R. Carr Ave. [Mailing Address]  
Adair Village, OR 97330  
Attention: Pat Hare [Name]  
Telephone No.: 541-745-5507 [Number]  
E-mail Address: pat.hare@adairvillage.org [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:

CITY OF ADAIR VILLAGE[Insert Landlord's Name]  
An Oregon municipal corporation[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 City of Adair Village, an Oregon municipal corporation~~[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. \_\_\_\_\_; 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, licensees 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 The City of Adair Village~~[Insert Landlord's Name]~~, a Oregon Municipal corporation~~[Insert Landlord's Jurisdictional State, and Entity Type]~~ having its principal office/residing at 6030 William R. Carr Ave., Adair Village, Oregon 97330~~[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 ten~~[spell number]~~ [10(X)] years commencing on the Effective Date, with THREE~~[spell number]~~ (3)(X) successive automatic [TEN]~~[spell number]~~ (10X) 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:**

CITY OF ADAIR VILLAGE~~[Insert Landlord's Name]~~, a  
An Oregon municipal corporation~~[Insert Jurisdictional State, and Entity Type]~~

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: City Administrator \_\_\_\_\_ ~~[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]~~



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

In the Matter of Establishing Wastewater Rates )  
That Will Enable the City to Undertake Necessary )  
Improvements and Upgrades to the Wastewater Facilities )  
And Transmission Lines and to Cover Basic )  
Operating and Maintenance Costs )

**RESOLUTION 2023 -- 10**

WHEREAS, the City of Adair Village established, adopted, and codified a Sewer Code via Ordinance 90-03; and

WHEREAS, the City introduced an addition to the Sewer Code establishing sewer user charges via Ordinance 90-04; and

WHEREAS, these Ordinances allow the City Council to periodically review the charges and to make any changes via resolution; and

WHEREAS, the City must update charges for the wastewater utility in order to be able to pay for the increasing operating costs and for the new wastewater plant project; now therefore,

WHEREAS, wastewater rates should reflect the Consumer Price Index (CPI),

IT IS HEREBY RESOLVED that the rates, charges, and fees associated with the City of Adair Village wastewater system are as follows:

Section 1. Residential wastewater rates for the 2024-25 fiscal year shall be raised by \$3.00 and rates for the 2025 -26 fiscal year shall be raised by \$3.00 Rates are presented below.

<b>Date</b>	<b>Present</b>	<b>July 1, 2024</b>
<b>Wastewater Rate</b>	\$ 62.50	\$ 65.50
		<b>July 1, 2025</b>
		\$ 68.50

Section 2. The initial charges shall go into effect for the billing period for the month of July 2024. Initial readings for July 2024 billing take place on July 20<sup>th</sup> through 22<sup>nd</sup> and are billed to customers at the end of July.

This Resolution shall be effective immediately following its adoption by the City Council.

Passed by the City Council, this \_\_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

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

## UTILITY RATE INCREASE

Over the last several years the City has taken many steps in updating the aging infrastructure in Adair Village. Many citizens probably don't know that the water infrastructure here in Adair Village is from the 1950's during the military days. The water plant and transmission lines that serve the City were built for a capacity of up to 50,000 people. With the infrastructure now being over 70 years old this leaves a heavy burden on only 530 water customers. While citizens have seen increases in water rates, City staff and the City Council have been creative and frugal in making impactful decisions that will maximize the funds that are at the City's disposal. Over the last several years, the City has completed over four million dollars' worth of projects including two new water tanks, new water transmission lines, and many different upgrades to the water plant. This has allowed for the City to grow, reduce water loss and increase capacity while also providing vital back-up water supplies in case of emergency.

The wastewater system has had a lot of different issues over the last few years because of its age. The City has started a new wastewater plant that includes three different phases with the first phase being completed this year. The first phase was over two million dollars which with the new development the City was able to afford with minimal increases. This included new headworks, backup power, and a new water line to feed the system.

While the City has upgraded many different aspects of the system there is still a lot of work to be done and the cost of doing business is continually increasing. The City must adjust rates to meet certain requirements for funding and grant applications as well as being able to pay for itself. The City Council will be discussing adjusting the utility rates over the next two city council meetings (December 5<sup>th</sup> and January 2<sup>nd</sup>). The new rates are shown below. If approved, customers will see an estimated \$7.00 increase to their utility bill the 2024, and an estimated \$7.00 increase in 2025.

Section 1. Water rates and dates of change are presented below.

Date	Present Rate Cost per 1,000 gallons	January 1, 2024 Cost per 1000 gallons	January 1, 2025 Cost per 1,000 gallons
<b>Water</b>	\$4.85	\$4.95	\$5.05
Date	Present Base Rate	January 1, 2024 Base Rate	January 1, 2025 Base Rate
<b>Water Base Rate</b>	\$48.00	\$52.80	55.45

Section 2. Wastewater rates and dates of change are presented below.

	Present Rate	January 1, 2024	January 1, 2025
<b>Wastewater rate</b>	62.50	65.50	68.50

The City would like to invite you to the upcoming city council meetings and thank for your continued support.

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

In the Matter of Establishing Wastewater Rates )  
That Will Enable the City to Undertake Necessary )  
Improvements and Upgrades to the Wastewater Facilities )  
And Transmission Lines and to Cover Basic )  
Operating and Maintenance Costs )

**RESOLUTION 2023 -- 10**

WHEREAS, the City of Adair Village established, adopted, and codified a Sewer Code via Ordinance 90-03; and

WHEREAS, the City introduced an addition to the Sewer Code establishing sewer user charges via Ordinance 90-04; and

WHEREAS, these Ordinances allow the City Council to periodically review the charges and to make any changes via resolution; and

WHEREAS, the City must update charges for the wastewater utility in order to be able to pay for the increasing operating costs and for the new wastewater plant project; now therefore,

WHEREAS, wastewater rates should reflect the Consumer Price Index (CPI),

IT IS HEREBY RESOLVED that the rates, charges, and fees associated with the City of Adair Village wastewater system are as follows:

Section 1. Residential wastewater rates for the 2024-25 fiscal year shall be raised by \$3.00 and rates for the 2025 -26 fiscal year shall be raised by \$3.00 Rates are presented below.

Date	Present	July 1, 2024
Wastewater Rate	\$ 62.50	\$ 65.50
		July 1, 2025
		\$ 68.50

Section 2. The initial charges shall go into effect for the billing period for the month of July 2024. Initial readings for July 2024 billing take place on July 20<sup>th</sup> through 22<sup>nd</sup> and are billed to customers at the end of July.

This Resolution shall be effective immediately following its adoption by the City Council.

Passed by the City Council, this \_\_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

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



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

In the Matter of Establishing Water Rates )  
That Will Enable the City to Undertake Necessary )  
Improvements and Upgrades to the Water Facilities )  
And Transmission Lines and to Cover Basic )  
Operating and Maintenance Costs )

**RESOLUTION 2023 -- #9**

WHEREAS, the City of Adair Village established, adopted, and codified a Water Code via Ordinance 00/01 #3 and a Sewer Code via Ordinance 90-03; and

WHEREAS, the these Ordinances allow the City Council to periodically review the charges and to make any changes via resolution; and

WHEREAS, while the leakage in the present system has been reduced from 80 percent to 30 percent, which means that the City must treat 1000 gallons of water for every 700 gallons it sells, water loss remains a significant issue; and

WHEREAS, the present water charges no longer cover the costs of operations and maintenance for either system, nor do they allow any money to be put in reserve for upgrades needed by the system; and

WHEREAS, the outside water assessment does not reflect the charges incurred to maintain the water charges no longer cover the costs of operations and maintenance for either system, nor do they allow any money to be put in reserve for upgrades needed by the system; and

WHEREAS, the City must update charges for the water utility in order to be able to pay for the increasing operating costs and for the main water transmission to be replaced; now therefore,

IT IS HEREBY RESOLVED that the rates, charges, and fees associated with the City of Adair Village water system are as follows:

Section 1. Rates and dates of change are presented below.

Date	Present Rate Cost per 1,000 gallons	January 1, 2024 Cost per 1000 gallons	January 1, 2025 Cost per 1,000 gallons
Water	\$4.85	\$4.95	\$5.05
Date	Present Base Rate	January 1, 2024 Base Rate	January 1, 2025 Base Rate
Water/Base Rate	\$48.00	\$52.80	55.45

Section 2. Costs for other utility services shall be raised as follows:

- A. Connection to City water-
  - $\frac{3}{4}$ " meter- Cost of meter, plus \$75 per hour
  - 1" or larger meter- Cost of meter, plus \$80 per hour
- B. Application for new service- \$30.00
- C. Delinquent fee- \$15.00
- D. Shutoff Notice- \$30.00
- E. Shutoff (with turn on)- \$60.00
- F. Deposit for new Service \$130.00
- G. Outside City Limits Water Assessments 10% increase to base fee

Section 3. The initial increase shall go into effect for the billing period for the month of January 2024, which is based on the water usage from December 20<sup>th</sup> to January 20<sup>th</sup>.

Section 4. The second increase shall go into effect for the billing period for the month of January 2025, which is based on the water usage from December 20<sup>th</sup> to January 20<sup>th</sup>.

DATED: This 5<sup>th</sup> day of December 2023.

\_\_\_\_\_  
Mayor

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

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

**In the matter of Supporting the)  
Establishment of a Continuum of)  
Care for the Linn, Benton, and)  
Lincoln Counties Region and)  
Registering with the United States)  
Department of Housing and)  
Urban Development in 2024)**

**RESOLUTION NO. 2023 –**

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 Adair Village 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 Adair Village City Council hereby 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.

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 December, 2023.

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

\_\_\_\_\_  
Mayor