

ADAIR VILLAGE CITY COUNCIL-Final
City Hall - 6030 Wm. R Carr Av.
****Tuesday, January 9, 2024 - 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 – December 5, 2023 (Attachment A)
- b. Bills List through – December 31, 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) Good Grounds Lease (Attachment H) Pat Hare
Action: Discussion/Decision

- b) City Planner Agreement (attachment H1) Pat Hare
Action: Decision

- c) Cell Tower (Attachment I) Pat Hare
Action: Discussion

6. NEW BUSINESS:

- a) N/A
Action: n/a

7. ORDINANCES, RESOLUTIONS, AND PROCLAMATIONS:

- a) Resolution 2024 – 1 Water Rate Increase (Attachment J) Pat Hare
Action: Decision

- b) Resolution 2024 - 2 Wastewater Rate Increase (Attachment K) Pat Hare
Action: Decision

8. EXECUTIVE SESSION

- a) N/A
Action: n/a

9. COUNCIL and MAYOR COMMENTS:

10. ADJOURNMENT:

Next meetings -

City Council –Tuesday, February 6, 2024, 6:00 PM
Planning Commission – February 20, 2024, 6:00pm

The Community Center is accessible to person with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling City Offices at 541-745-5507 or e-mail karla.mcgrath@adairvillage.org, or Oregon Relay Services by dialing 7-1-1. The City of Adair Village is an Equal Opportunity Employer.

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

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

Agenda Item	Action
<p>1. Roll Call: City Council Members present: Councilors Officer, Ray, Fuller, and Mayor Currier were present. City Administrator Hare was present. The minutes were taken by CA Hare.</p>	<p>Mayor Currier called the meeting to order at 6:00 PM. and led the flag salute.</p>
<p>2. Consent Calendar Attachment A Minutes of the Nov 7, 2023, City Council Meeting Attachment B Bills List through November 30, 2023 (\$66,698.65).</p>	<p>Councilor Fuller moved to approve the Consent Calendar. Councilor Officer seconded. Unanimous Approval (4-0).</p>
<p>3. Public Comment</p>	<p>None.</p>
<p>4. Staff Reports 4a. Attachment C – Sheriff’s Report - CA Hare presented the report.</p>	<p>Council received the report.</p>
<p>4b. Attachment D– CSO Report - CA Hare presented the report.</p>	<p>Council received the report.</p>
<p>4c. Attachment E– City Administrator’s Report Administration</p> <ul style="list-style-type: none"> • Finances – Sarah Johnson with My Bridge Team has started consulting with the city to get caught up on the Audit and financials for the year. • Tangent – We’ve been working closely with Tangent to get an ongoing maintenance plan developed for their system. Staff continue to maintain parks and operate the wastewater facilities. • City Planner – I will be working with our new planner this month to start looking at what projects we have coming into the new year. One of the amin projects will be to complete another UGB for parks. <p>Property/Businesses</p> <ul style="list-style-type: none"> • AVIS – Sean Kidd and I have a meeting with our partners this month to discuss DEQ’s comments on our proposed work plan. • Downtown – I met with Moore Iacofano Goltsman, Inc (MIG) for a kickoff meeting and schedule approval for working on the downtown draft. • Restaurant – <p>Major Projects/Engineering</p> <ul style="list-style-type: none"> • Water Plant – Matt Lydon completed the city’s annual Oregon Health Authority review last month. There were a few things that we need to take care of that included a few access 	<p>Council received the report.</p>

<p>points being locked, developing a better backflow prevention inspection program, and updating our emergency plan to have a call tree.</p> <ul style="list-style-type: none"> • Calloway Creek – The bridge work is complete and work on the rest of the project will resume in early March as the weather permits. • Wastewater Plant – Wildish has agreed to replace the brushes and wear bars on the screen to remedy the early problems that we’ve had. The last thing to fix will be the heat strips but they’re waiting on part. <p>Water Lines – The application is complete, but the city is waiting on the Benton County Hazard plan to be completed. The plan is a requirement for the application.</p>	
<p>4d. Attachment F – Public Works Report CA Hare presented the report.</p>	<p>Council received the report.</p>
<p>4e. Attachment G – Financial Report CA Hare presented the report. The balance in the Local Government Investment Pool is approximately \$4,184,547.96. Last year in November, the balance was \$3,045,945.21.</p>	<p>Council received the report.</p>
<p>5. Old Business – 5a. (Attachment H) Cell Tower Ground Lease 5b. (Attachment I, II) Water/Wastewater Rates</p>	<p>Councilor Ray moved to approve the Cell Tower Ground Lease. Councilor Fuller seconded. Councilor Officer recused himself due to a potential conflict. Approval (3-0).</p>
<p>6. New Business 6a. (Attachment J) Community Service Consortium</p>	
<p>7. Ordinance, Resolutions, and Proclamations</p>	<p>N/A</p>
<p>8. Executive Session</p>	
<p>9. Council and Mayor Comments</p>	
<p>10. Adjournment: City Council – Tuesday, January 9, 2024, 6:00 PM Planning Commission – Tuesday, December 19, 2023, 6:00pm</p>	<p>Mayor Currier adjourned the meeting at 7:11 p.m.</p>

Total \$66,698.65

Dec 2023 Bills	Date	Amount
	12/23/2023	\$25,153.22
	12/14/2023	\$30,376.95
	12/21/2023	\$14,682.43
	12/28/2023	\$15,421.31

Total \$85,633.91

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
150 A & B Septic									
61702	1	Work for Tangent	Invoice	12/01/2023	01/01/2024	210.00		210.00	100-900-52115
		Total 61702:				210.00	.00	210.00	
61703	1	Work for Tangent	Invoice	12/01/2023	01/01/2024	200.00		200.00	100-900-52115
		Total 61703:				200.00	.00	200.00	
61704	1	Work for Tangent	Invoice	12/01/2023	01/01/2024	200.00		200.00	100-900-52115
		Total 61704:				200.00	.00	200.00	
61706	1	Work for Tangent	Invoice	12/01/2023	01/01/2024	360.00		360.00	100-900-52115
		Total 61706:				360.00	.00	360.00	
61712	1	Work for Tangent	Invoice	12/01/2023	01/01/2024	1,985.00		1,985.00	100-900-52115
		Total 61712:				1,985.00	.00	1,985.00	
61735	1	Work for Tangent	Invoice	12/01/2023	01/01/2024	760.00		760.00	100-900-52115
		Total 61735:				760.00	.00	760.00	
61767	1	Work for Tangent	Invoice	12/01/2023	01/01/2024	985.00		985.00	100-900-52115
		Total 61767:				985.00	.00	985.00	
61768	1	Work for Tangent	Invoice	12/01/2023	01/01/2024	2,119.00		2,119.00	100-900-52115
		Total 61768:				2,119.00	.00	2,119.00	
61769	1	Work for Tangent	Invoice	12/01/2023	01/01/2024	1,635.00		1,635.00	100-900-52115
		Total 61769:				1,635.00	.00	1,635.00	
61819	1	Work for Tangent	Invoice	12/01/2023	01/01/2024	375.00		375.00	100-900-52115
		Total 61819:				375.00	.00	375.00	
61869	1	Work for Tangent	Invoice	12/01/2023	01/01/2024	495.00		495.00	100-900-52115
		Total 61869:				495.00	.00	495.00	
61870	1	Work for Tangent	Invoice	12/01/2023	01/01/2024	1,590.00		1,590.00	100-900-52115
		Total 61870:				1,590.00	.00	1,590.00	
61899	1	Work for Tangent	Invoice	12/01/2023	01/01/2024	200.00		200.00	100-900-52115
		Total 61899:				200.00	.00	200.00	
61900	1	Work for Tangent	Invoice	12/01/2023	01/01/2024	2,005.00		2,005.00	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 61900:						2,005.00	.00	✓ 2,005.00	
Total 150 A & B Septic:						13,119.00	.00	✓ 13,119.00	25981
690 Bank of America									
11232023	1	Credit Card Charges	Invoice	11/23/2023	12/23/2023	4,180.31		4,180.31	100-000-28000
Total 11232023:						4,180.31	.00	4,180.31	
Total 690 Bank of America:						4,180.31	.00	✓ 4,180.31	25982
1340 Caselle Inc.									
129444	1	Monthly Software Hosting Fees	Invoice	12/01/2023	01/01/2024	756.00		756.00	500-420-52114
129444	2	Monthly Software Hosting Fee	Invoice	12/01/2023	01/01/2024	504.00		504.00	100-900-52114
129444	3	Monthly Software Hosting Fee	Invoice	12/01/2023	01/01/2024	252.00		252.00	510-430-52114
129444	4	Monthly Software Hosting Fee	Invoice	12/01/2023	01/01/2024	84.00		84.00	200-410-52114
129444	5	Monthly Software Hosting Fee	Invoice	12/01/2023	01/01/2024	84.00		84.00	520-440-52114
Total 129444:						1,680.00	.00	1,680.00	
Total 1340 Caselle Inc.:						1,680.00	.00	✓ 1,680.00	25984
1410 Century Link									
11202023	1	503-T31-4410F 130B	Invoice	11/20/2023	12/05/2023	28.77		28.77	500-420-52110
Total 11202023:						28.77	.00	28.77	
Total 1410 Century Link:						28.77	.00	✓ 28.77	25985
1610 Civil West Engineering Services Inc									
1001.001B.011	1	Misc Services wastewater	Invoice	12/01/2023	01/01/2024	640.00		640.00	510-430-52020
1001.001B.011	2	Misc Services Other	Invoice	12/01/2023	01/01/2024	255.00		255.00	100-900-52020
1001.001B.011	3	Misc Services Development Revie	Invoice	12/01/2023	01/01/2024	555.63		555.63	100-900-52020
Total 1001.001B.011:						1,450.63	.00	✓ 1,450.63	
1001.032.028	1	HMGP Replacement	Invoice	12/01/2023	01/01/2024	1,013.84		1,013.84	500-420-53503
Total 1001.032.028:						1,013.84	.00	✓ 1,013.84	
Total 1610 Civil West Engineering Services Inc:						2,464.47	.00	✓ 2,464.47	25986
1930 Corvallis Rental Equipment Inc.									
43483	1	Airless Painter Titan 440	Invoice	11/02/2023	12/15/2023	215.61		215.61	100-300-52011
Total 43483:						215.61	.00	215.61	
Total 1930 Corvallis Rental Equipment Inc.:						215.61	.00	✓ 215.61	25987
7520 Dan Watkins									
11282023	1	refund for rekeying community cent	Invoice	11/28/2023	12/05/2023	43.65		43.65	100-900-52012
Total 11282023:						43.65	.00	43.65	
Total 7520 Dan Watkins:						43.65	.00	✓ 43.65	25988

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
1997	1	General City matters	Invoice	12/01/2023	01/01/2024	1,050.00		1,050.00	100-900-52017
Total 1997:						1,050.00	.00	1,050.00	
Total 2300 Delapoer Kidd Attorneys at Law:						1,050.00	.00	✓ 1,050.00	25989
23-36202	1	Monthly Coliform	Invoice	12/04/2023	01/04/2024	40.00		40.00	500-420-52104
Total 23-36202:						40.00	.00	40.00	
Total 2520 Edge Analytical, Inc:						40.00	.00	✓ 40.00	25990
1235252	1	System maintenance	Invoice	11/15/2023	12/15/2023	23.26		23.26	500-420-52011
Total 1235252:						23.26	.00	23.26	
Total 2670 Ferguson Enterprises Inc:						23.26	.00	✓ 23.26	25991
111-202311	1	Title Search	Invoice	12/01/2023	01/01/2024	16.00		16.00	100-900-52114
Total 111-202311:						16.00	.00	16.00	
Total 7518 Net Assets Corporation:						16.00	.00	✓ 16.00	25993
11282023	1	1407224-3	Invoice	11/28/2023	12/28/2023	59.80		59.80	100-900-52109
Total 11282023:						59.80	.00	59.80	
Total 4670 NW Natural:						59.80	.00	✓ 59.80	25994
3110313	1	OR Utility Notification Center	Invoice	11/30/2023	12/30/2023	29.40		29.40	500-420-52109
3110313	2	OR Utility Notification Center	Invoice	11/30/2023	12/30/2023	29.40		29.40	510-430-52109
Total 3110313:						58.80	.00	58.80	
Total 4800 One Call Concepts Inc:						58.80	.00	✓ 58.80	25995
142848-1	1	Carboy	Invoice	11/02/2023	12/15/2023	495.28		495.28	510-430-52001
Total 142848-1:						495.28	.00	✓ 495.28	
143071-1	1	Carboy	Invoice	11/16/2023	12/16/2023	295.28		295.28	510-430-52001
Total 143071-1:						295.28	.00	✓ 295.28	
143372-1	1	Carboy	Invoice	11/29/2023	12/29/2023	695.28		695.28	510-430-52001
Total 143372-1:						695.28	.00	✓ 695.28	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 6020 Schaefers Recreation Equipment Co:						1,485.84	.00	✓ 1,485.84	25996
7030 USA Blue Book									
INV00197003	1	Chemicals	Invoice	11/15/2023	12/15/2023	513.37		513.37	500-420-52001
Total INV00197003:						513.37	.00	513.37	
Total 7030 USA Blue Book:						513.37	.00	✓ 513.37	25997
999 Utility Refund									
1330.05		Water	Invoice	12/04/2023	01/04/2024	82.78		82.78	500-420-52105
1330.05		Wastewater	Invoice	12/04/2023	01/04/2024	55.19		55.19	510-430-52105
Total 1330.05:						137.97	.00	✓ 137.97	25992
9464.01		Water	Invoice	12/05/2023	12/20/2023	21.82		21.82	500-420-52105
9464.01		Wastewater	Invoice	12/05/2023	12/20/2023	14.55		14.55	510-430-52105
Total 9464.01:						36.37	.00	✓ 36.37	25983
Total 999 Utility Refund:						174.34	.00	174.34	
Total :						25,153.22	.00	25,153.22	
Grand Totals:						25,153.22	.00	25,153.22	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-000-28000	4,180.31	.00	4,180.31
100-300-52011	215.61	.00	215.61
100-900-52012	43.65	.00	43.65
100-900-52017	1,050.00	.00	1,050.00
100-900-52020	810.63	.00	810.63
100-900-52109	59.80	.00	59.80
100-900-52114	520.00	.00	520.00
100-900-52115	13,119.00	.00	13,119.00
200-410-52114	84.00	.00	84.00
500-420-52001	513.37	.00	513.37
500-420-52011	23.26	.00	23.26
500-420-52104	40.00	.00	40.00
500-420-52105	104.60	.00	104.60
500-420-52109	29.40	.00	29.40
500-420-52110	28.77	.00	28.77
500-420-52114	756.00	.00	756.00
500-420-53503	1,013.84	.00	1,013.84
510-430-52001	1,485.84	.00	1,485.84
510-430-52020	640.00	.00	640.00
510-430-52105	69.74	.00	69.74
510-430-52109	29.40	.00	29.40
510-430-52114	252.00	.00	252.00
520-440-52114	84.00	.00	84.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
Grand Totals:	25,153.22	.00	25,153.22

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
11/23	6,609.41	.00	6,609.41
12/23	18,543.81	.00	18,543.81
Grand Totals:	25,153.22	.00	25,153.22

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12/5/23

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
150 A & B Septic									
62018	1	Work for Tangent	Invoice	12/08/2023	01/01/2024	22,326.28		22,326.28	100-900-52115
Total 62018:						22,326.28	.00	22,326.28	
Total 150 A & B Septic:						22,326.28	.00	22,326.28	25998
890 Best Pots Inc									
A-520685	1	Standard Rented Unit	Invoice	12/08/2023	12/18/2023	155.76		155.76	500-420-52019
Total A-520685:						155.76	.00	155.76	
Total 890 Best Pots Inc:						155.76	.00	155.76	25999
1800 Consumers Power Inc.									
11202023.	1	1152400	Invoice	11/20/2023	12/15/2023	1,194.00		1,194.00	200-410-52109
11202023.	2	1152106	Invoice	11/20/2023	12/15/2023	164.34		164.34	100-900-52109
11202023.	3	1152409	Invoice	11/20/2023	12/15/2023	35.58		35.58	100-900-52109
11202023.	4	1152410	Invoice	11/20/2023	12/15/2023	73.69		73.69	510-430-52109
11202023.	5	1152411	Invoice	11/20/2023	12/15/2023	61.51		61.51	500-420-52109
11202023.	6	1152413	Invoice	11/20/2023	12/15/2023	136.31		136.31	510-430-52109
11202023.	7	1152414	Invoice	11/20/2023	12/15/2023	35.05		35.05	500-420-52109
11202023.	8	1152415	Invoice	11/20/2023	12/15/2023	35.05		35.05	100-900-52109
11202023.	9	1152419	Invoice	11/20/2023	12/15/2023	35.05		35.05	500-420-53502
11202023.	10	1152420	Invoice	11/20/2023	12/15/2023	761.82		761.82	510-430-52109
Total 11202023.:						2,532.40	.00	2,532.40	
12072023	1	1152418	Invoice	12/07/2023	01/01/2024	162.78		162.78	510-430-52109
Total 12072023:						162.78	.00	162.78	
Total 1800 Consumers Power Inc.:						2,695.18	.00	2,695.18	26001
7522 Moore Iacofano Goltsman, Inc									
0084074	1	Project team admin & planning	Invoice	12/13/2023	01/13/2024	1,016.25		1,016.25	100-900-52019
Total 0084074:						1,016.25	.00	1,016.25	
Total 7522 Moore Iacofano Goltsman, Inc:						1,016.25	.00	1,016.25	26002
5300 Pacific Power/PacificCorp									
12122023	1	02099381-001 7	Invoice	12/12/2023	01/12/2024	2,161.37		2,161.37	500-420-52109
Total 12122023:						2,161.37	.00	2,161.37	
Total 5300 Pacific Power/PacificCorp:						2,161.37	.00	2,161.37	26003
5780 Republic Services #452									
0452-00513961	1	3-0452-0023479	Invoice	11/30/2023	12/20/2023	42.11		42.11	100-900-52109
Total 0452-005139616:						42.11	.00	42.11	
0452-00515246	1	3-0452-0340655	Invoice	11/30/2023	12/20/2023	148.64		148.64	510-430-52109

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 0452-005152469:						148.64	.00	148.64	
Total 5780 Republic Services #452:						190.75	.00	✓ 190.75	26004
5940 SAIF Corporation									
1001463688	1	Admin	Invoice	12/01/2023	12/25/2023	109.15		109.15	100-100-52103
1001463688	2	PS	Invoice	12/01/2023	12/25/2023	6.82		6.82	100-200-52103
1001463688	3	Parks	Invoice	12/01/2023	12/25/2023	61.40		61.40	100-300-52103
1001463688	4	Streets	Invoice	12/01/2023	12/25/2023	27.29		27.29	200-410-52103
1001463688	5	Water	Invoice	12/01/2023	12/25/2023	341.11		341.11	510-430-52103
1001463688	6	WW	Invoice	12/01/2023	12/25/2023	109.15		109.15	520-440-52103
1001463688	7	SD	Invoice	12/01/2023	12/25/2023	27.29		27.29	520-440-52103
Total 1001463688:						682.21	.00	682.21	
Total 5940 SAIF Corporation:						682.21	.00	✓ 682.21	26005
999 Utility Refund									
1384.06	1	Water	Invoice	12/11/2023	12/20/2023	50.75		50.75	500-420-52105
1384.06	2	Wastewater	Invoice	12/11/2023	12/20/2023	33.84		33.84	510-430-52105
Total 1384.06:						84.59	.00	84.59	
Total 999 Utility Refund:						84.59	.00	✓ 84.59	26000
7130 Verizon									
9951022419	1	Phone	Invoice	12/06/2023	12/29/2023	99.59		99.59	500-420-52110
9951022419	2	Phone	Invoice	12/06/2023	12/29/2023	99.59		99.59	510-430-52110
9951022419	3	Phone	Invoice	12/06/2023	12/29/2023	65.38		65.38	100-900-52110
Total 9951022419:						264.56	.00	264.56	
Total 7130 Verizon:						264.56	.00	✓ 264.56	26006
7290 Willamette Valley Processors									
1820	1	Emergency Management	Invoice	12/14/2023	01/01/2024	800.00		800.00	100-900-52019
Total 1820:						800.00	.00	800.00	
Total 7290 Willamette Valley Processors:						800.00	.00	✓ 800.00	26007
Total :						30,376.95	.00	30,376.95	
Grand Totals:						30,376.95	.00	30,376.95	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-100-52103	109.15	.00	109.15
100-200-52103	6.82	.00	6.82
100-300-52103	61.40	.00	61.40
100-900-52019	1,816.25	.00	1,816.25

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-900-52109	277.08	.00	277.08
100-900-52110	65.38	.00	65.38
100-900-52115	22,326.28	.00	22,326.28
200-410-52103	27.29	.00	27.29
200-410-52109	1,194.00	.00	1,194.00
500-420-52019	155.76	.00	155.76
500-420-52105	50.75	.00	50.75
500-420-52109	2,257.93	.00	2,257.93
500-420-52110	99.59	.00	99.59
500-420-53502	35.05	.00	35.05
510-430-52103	341.11	.00	341.11
510-430-52105	33.84	.00	33.84
510-430-52109	1,283.24	.00	1,283.24
510-430-52110	99.59	.00	99.59
520-440-52103	136.44	.00	136.44
Grand Totals:	30,376.95	.00	30,376.95

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
11/23	2,723.15	.00	2,723.15
12/23	27,653.80	.00	27,653.80
Grand Totals:	30,376.95	.00	30,376.95


12/14/23

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
390 AI's Sweeping Service									
11468	1	Street Sweeping	Invoice	12/15/2023	12/25/2023	1,200.00		1,200.00	200-410-52024
Total 11468:						1,200.00	.00	1,200.00	
Total 390 AI's Sweeping Service:						1,200.00	.00	1,200.00	26008
1580 City of Lebanon									
000449	1	Reimbursement of RAIN dues	Invoice	12/13/2023	01/13/2024	888.00		888.00	100-900-52102
Total 000449:						888.00	.00	888.00	
Total 1580 City of Lebanon:						888.00	.00	888.00	26009
2520 Edge Analytical, Inc									
23-37891	1	Annual Nitrate	Invoice	12/18/2023	01/18/2024	45.00		45.00	500-420-52104
Total 23-37891:						45.00	.00	45.00	
Total 2520 Edge Analytical, Inc:						45.00	.00	45.00	26010
7523 Innosonian America LLC									
1106566	1	Repair of two manikins	Invoice	12/20/2023	12/30/2023	54.04		54.04	100-900-52019
Total 1106566:						54.04	.00	54.04	
Total 7523 Innosonian America LLC:						54.04	.00	54.04	26012
5750 Reed's Painting Inc.									
4986	1	Painting City Hall	Invoice	12/07/2023	01/07/2024	12,326.00		12,326.00	100-900-52012
Total 4986:						12,326.00	.00	12,326.00	
Total 5750 Reed's Painting Inc.:						12,326.00	.00	12,326.00	26013
7274 US Bank Equipment Finance									
517355809	1	Equipment Finance	Invoice	12/18/2023	12/31/2023	131.00		131.00	100-900-52023
Total 517355809:						131.00	.00	131.00	
Total 7274 US Bank Equipment Finance:						131.00	.00	131.00	26014
999 Utility Refund									
1410.08		Water	Invoice	12/20/2023	12/30/2023	23.03		23.03	500-420-52105
1410.08		Wastewater	Invoice	12/20/2023	12/30/2023	15.36		15.36	510-430-52105
Total 1410.08:						38.39	.00	38.39	
Total 999 Utility Refund:						38.39	.00	38.39	26011
Total :						14,682.43	.00	14,682.43	
Grand Totals:						14,682.43	.00	14,682.43	

Gabriel Revig
Water
Skylerochwa

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-900-52012	12,326.00	.00	12,326.00
100-900-52019	54.04	.00	54.04
100-900-52023	131.00	.00	131.00
100-900-52102	888.00	.00	888.00
200-410-52024	1,200.00	.00	1,200.00
500-420-52104	45.00	.00	45.00
500-420-52105	23.03	.00	23.03
510-430-52105	15.36	.00	15.36
Grand Totals:	14,682.43	.00	14,682.43

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
12/23	14,682.43	.00	14,682.43
Grand Totals:	14,682.43	.00	14,682.43

[Handwritten signature]
12/21/23

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
890 Best Pots Inc									
A-521394	1	Standard Rented Unit	Invoice	12/21/2023	01/21/2024	106.64		106.64	500-420-52019
Total A-521394:						106.64	.00	106.64	
Total 890 Best Pots Inc:						106.64	.00	✓ 106.64	26005
1410 Century Link									
12182023	1	541-745-5858F 873B	Invoice	12/18/2023	12/18/2023	10.14		✓ 10.14	510-430-52110
12182023	2	541-928-8372F 054B	Invoice	12/18/2023	12/18/2023	.81		✓ .81	500-420-52110
Total 12182023:						10.95	.00	10.95	
Total 1410 Century Link:						10.95	.00	✓ 10.95	260016
1520 CIS TRUST									
JANUARY 2024	1	Employee Health Ins	Invoice	12/15/2023	01/01/2024	1,001.32		1,001.32	100-100-51010
JANUARY 2024	2	Employee Health Ins	Invoice	12/15/2023	01/01/2024	133.51		133.51	100-200-51010
JANUARY 2024	3	Employee Health Ins	Invoice	12/15/2023	01/01/2024	534.04		534.04	100-300-51010
JANUARY 2024	4	Employee Health Ins	Invoice	12/15/2023	01/01/2024	333.77		333.77	200-410-51010
JANUARY 2024	5	Employee Health Ins	Invoice	12/15/2023	01/01/2024	3,137.47		3,137.47	500-420-51010
JANUARY 2024	6	Employee Health Ins	Invoice	12/15/2023	01/01/2024	1,268.34		1,268.34	510-430-51010
JANUARY 2024	7	Employee Health Insurance	Invoice	12/15/2023	01/01/2024	267.01		267.01	520-440-51010
Total JANUARY 2024 FINAL INVOICE:						6,675.46	.00	6,675.46	
Total 1520 CIS TRUST:						6,675.46	.00	✓ 6,675.46	260017
1550 City of Corvallis									
4513952	1	Fuel	Invoice	12/15/2023	01/15/2024	430.22		430.22	500-420-52014
Total 4513952:						430.22	.00	430.22	
Total 1550 City of Corvallis:						430.22	.00	✓ 430.22	260018
1800 Consumers Power Inc.									
12192023	1	1152400	Invoice	12/19/2023	01/19/2024	1,190.00		✓ 1,190.00	200-410-52109
12192023	2	1152406	Invoice	12/19/2023	01/19/2024	242.76		✓ 242.76	100-900-52109
12192023	3	1152409	Invoice	12/19/2023	01/19/2024	35.58		✓ 35.58	100-900-52109
12192023	4	1152410	Invoice	12/19/2023	01/19/2024	87.37		✓ 87.37	510-430-52109
12192023	5	1152411	Invoice	12/19/2023	01/19/2024	59.39		✓ 59.39	500-420-52109
12192023	6	1152413	Invoice	12/19/2023	01/19/2024	211.06		✓ 211.06	510-430-52109
12192023	7	1152414	Invoice	12/19/2023	01/19/2024	35.05		✓ 35.05	500-420-52109
12192023	8	1152415	Invoice	12/19/2023	01/19/2024	35.05		✓ 35.05	100-900-52109
12192023	9	1152419	Invoice	12/19/2023	01/19/2024	35.15		✓ 35.15	500-420-53502
12192023	10	1152420	Invoice	12/19/2023	01/19/2024	1,365.80		✓ 1,365.80	510-430-52109
12192023	11	1152401	Invoice	12/19/2023	01/19/2024	35.58		✓ 35.58	100-300-52109
Total 12192023:						3,332.79	.00	3,332.79	
Total 1800 Consumers Power Inc.:						3,332.79	.00	✓ 3,332.79	260019
7509 Good Earth Pest Company									
441460	1	Quarterly Pest Control	Invoice	12/21/2023	01/21/2024	125.00		125.00	100-900-52019

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 441460:						125.00	.00	125.00	
Total 7509 Good Earth Pest Company:						125.00	.00	✓ 125.00	26020
3960 Linn-Benton Utilities Coordinating Council									
01/2024	1	Annual Dues	Invoice	12/27/2023	01/27/2024	125.00		125.00	100-900-52102
Total 01/2024:						125.00	.00	125.00	
Total 3960 Linn-Benton Utilities Coordinating Council:						125.00	.00	✓ 125.00	26021
4240 Matt Lydon									
12282023	1	Water certification refund personal	Invoice	12/28/2023	01/28/2024	210.00		210.00	500-420-52107
Total 12282023:						210.00	.00	210.00	
Total 4240 Matt Lydon:						210.00	.00	✓ 210.00	26022
7524 My Bridge Team, Inc.									
INV-000014	1	Financial Services	Invoice	12/15/2023	01/15/2024	4,305.61		4,305.61	100-900-52019
Total INV-000014:						4,305.61	.00	4,305.61	
Total 7524 My Bridge Team, Inc.:						4,305.61	.00	✓ 4,305.61	26023
999 Utility Refund									
1223.08		1 Water	Invoice	12/21/2023	12/30/2023	59.78		59.78	500-420-52105
1223.08		2 Wastewater	Invoice	12/21/2023	12/30/2023	39.86		39.86	510-430-52105
Total 1223.08:						99.64	.00	✓ 99.64	26024
Total 999 Utility Refund:						99.64	.00	99.64	
Total :						15,421.31	.00	15,421.31	
Grand Totals:						15,421.31	.00	15,421.31	

Summary by General Ledger Account Number

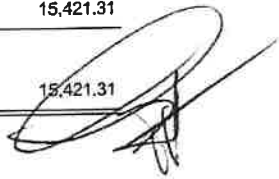
GL Account Number	Debit	Credit	Net
100-100-51010	1,001.32	.00	1,001.32
100-200-51010	133.51	.00	133.51
100-300-51010	534.04	.00	534.04
100-300-52109	35.58	.00	35.58
100-900-52019	4,430.61	.00	4,430.61
100-900-52102	125.00	.00	125.00
100-900-52109	313.39	.00	313.39
200-410-51010	333.77	.00	333.77
200-410-52109	1,190.00	.00	1,190.00
500-420-51010	3,137.47	.00	3,137.47
500-420-52014	430.22	.00	430.22
500-420-52019	106.64	.00	106.64

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
500-420-52105	59.78	.00	59.78
500-420-52107	210.00	.00	210.00
500-420-52109	94.44	.00	94.44
500-420-52110	.81	.00	.81
500-420-53502	35.15	.00	35.15
510-430-51010	1,268.34	.00	1,268.34
510-430-52105	39.86	.00	39.86
510-430-52109	1,664.23	.00	1,664.23
510-430-52110	10.14	.00	10.14
520-440-51010	267.01	.00	267.01
Grand Totals:	15,421.31	.00	15,421.31

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
12/23	15,421.31	.00	15,421.31
Grand Totals:	15,421.31	.00	15,421.31

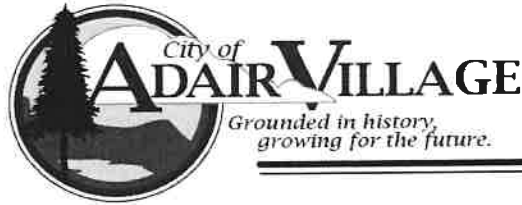


ADAIR VILLAGE PATROL

November 25, 2023 - December 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	
Patrol									
112523 22:56:31	2023232863	3:12:35	Hardison	1	4	3			PATROLLED HIGHWAY 99W ON SPEED ENFORCEMENT PATROL. 6 TRAFFIC STOPS/3 CITATIONS/4 WARNINGS/1 WELFARE CHECK CONDUCTED.
112723 22:35:39	2023234106	2:43:33	Hardison		5	3			4 TRAFFIC STOPS/3 CITATIONS/5 WARNINGS WHILE CONDUCTING ODOT SPEED ENFORCEMENT ON HIGHWAY 99W.
112823 13:10:12	2023234496	1:37:51	Lochner						no activity
112923 04:23:31	2023234928	1:12:27	Drongesen						Patrolled neighborhoods, parks, and highway
112923 19:34:39	2023235437	0:45:00	Moser						no activity
113023 00:13:51	2023235585	2:05:53	Hardison						PATROLLED CITY STREETS/HIGHWAY 99W/SCHOOL/BOTH PARKS/BUSINESSES/CALLOWAY CREEK.
113023 07:31:41	2023235665	2:30:19	Glass						Xtra patrol Adair, Streets, school, parks.
120123 00:21:54	2023236255	1:59:15	Hardison						PATROLLED CITY STREETS/HIGHWAY 99W/SCHOOL/BUSINESSES/ODFW/CALLOWAY CREEK/COFFIN BUTTE QUARRY/REPUBLIC SERVICES OFFICES. NO ACTIVITY.
120123 13:43:37	2023236570	1:00:00	Bottorff						1 call, assist on domestic disturbance. Mutual combat/harassment. Suspects/adult brothers warned and agreed to separate. Incident occurred on Barberry. 433 took initial report.
120323 09:19:32	2023237699	0:59:42	Hesseling						0 stops
120323 17:19:30	2023237956	0:56:08	Blaser						posted 24hr. notice on vehicle HWY 99, south of Camp Adair
120323 19:21:30	2023238003	1:00:00	Moser						NO ACTIVITY
120323 23:18:38	2023238108	2:34:12	Hardison		15	1			PATROLLED HIGHWAY 99W ON ODOT SPEED ENFORCEMENT DETAIL. 10 TRAFFIC STOPS/1 CITATION/15 WARNINGS GIVEN FOR VARIOUS TRAFFIC VIOLATIONS.
120423 23:18:02	2023238751	2:37:15	Hardison		8	2			CONDUCTED SPEED PATROL ON HIGHWAY 99W/7 TRAFFIC STOPS/2 CITATIONS/8 WARNINGS.
120523 13:06:26	2023239132	2:39:13	Glass						Adair extra patrol, school zone for pick up, streets and park.
120523 17:02:32	2023239304	1:18:35	Moser						AV Council meeting and a responded to a crash.
120723 00:01:23	2023240122	2:30:30	Hardison						PATROLLED CITY STREETS/COUNTY PARK/BUSINESSES/ODFW.
120723 13:32:09	2023240475	1:44:40	Bottorff						Patrolled Aerodome, Adair County Park, School Zone.
120823 03:49:05	2023240897	2:00:31	Hardison						PATROLLED CITY STREETS/HIGHWAY 99W/PARKS/SCHOOL/BUSINESSES/ODFW/CALLOWAY CREEK. NO ACTIVITY
120823 19:26:03	2023241437	0:10:35	Drongesen						no activity
121023 22:23:20	2023242739	0:47:42	Blaser			1			located two dogs running at large near Adair Park. Both were eventually captured and returned to their owner. OUT WITH VEH THAT HAS HAZARDS ON 99 & CAMP ADAIR. 1 traffic stop-warning for speed.
121123 15:27:51	2023243207	1:25:06	Lundy						no activity
121223 07:57:33	2023243584	0:44:50	Glass						no activity
121223 23:31:20	2023244147	2:59:55	Hardison						PATROLLED CITY STREETS/PARKS/SCHOOL/BUSINESSES/ODFW/CALLOWAY CREEK/ALSO DID RELIAS TRAINING.
121323 14:11:47	2023244525	1:15:34	Glass						no activity
121323 19:38:46	2023244735	1:59:46	Drongesen		1				Patrolled Neighborhoods, park, and highway. 1-stop/warn Fail to Use Lights
121323 22:50:00	2023244813	2:00:51	Hardison						PATROLLED CITY STREETS/HIGHWAY 99W/SCHOOL/BUSINESSES/ODFW/PARKS.
121523 00:05:22	2023245493	1:01:48	Heese						no activity
121623 19:11:15	2023246628	1:21:08	Blaser		2				2 stops, warnings for speed
121723 09:22:36	2023246935	0:58:56	Ball	1					No stops. One contact. Took BCSO Case #202303620 for burg at 7155 NE Vandenburg Dr.



CITY ADMINISTRATOR'S REPORT January 9, 2024, Council Meeting

Administration

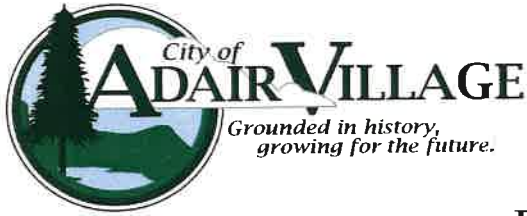
- **Finances** – Sarah Johnson with My Bridge Team and I have been working to get the monthly reconciliations caught up and finishing the last few items on the Audit.
- **Tangent** – I will be going to the Tangent City Council work session on Monday. We will be discussing an increase in services throughout the year.
- **City Planner** – Chase Burghgrave is the city's new planner. Chase and I have been getting him acclimated to the city and our planning documents. A few of the projects Chase will be working on is a UGB for parks, working on updating the comp plan and reviewing at the development code.

Property/Businesses

- **AVIS** – DEQ is still reviewing and making comments on the proposed work plan.
- **Downtown** – I met with Moore Iacofano Goltsman, Inc (MIG) and provided them with all the existing downtown planning documents. Civil west provided them with the different surveys of the area. They're scheduled to have us some rough drawings in March.
- **Restaurant** – I will be talking with the perspective tenants at the end of the month to see what the next steps will be.

Major Projects/Engineering

- **Water Plant** – Matt Lydon is scheduling divers to come in this year and clean the wet well and we will be looking at replacing the backwash pump.
- **Calloway Creek** – I met with Dennis and KND Engineering to go over the rough layout for the rest of Calloway Creek.
- **Wastewater Plant** – Staff are working with Wildish to get a few more issues resolved but the plant is operating much better. Work has begun on the discharge line to the lagoon and should be completed by June of this year.
- **Water Lines** – The application is complete, but the city is waiting for the Benton County Hazard plan to be completed. The plan is a requirement for the application.



PUBLIC WORKS
OPERATIONS AND MAINTENANCE REPORT
PERIOD: 11/20/2023 to 12/20/2023

WATER USE / DISTRIBUTION REPORT

WATER USE REPORT

Water Produced: 4,363,174

Average Usage per 141k

WATER DISTRIBUTION REPORT

Maintenance Activity: Staff reported no leaks for the month of December. Staff replaced two broken meters.

Collected quarterly; 4th quarter samples have been taken.

WASTEWATER TREATMENT REPORT

Flows into the WWTP continue to increase. Staff had a few issues with the new headworks but were able to resolve the them quickly.

Total Monthly Influent: 7.8 million Gallons

STORM WATER COLLECTION SYSTEM REPORT

Maintenance Activity: Storm drains are clear. Staff check and clean all drains daily.

STREETS MAINTENANCE REPORT

Maintenance Activity: Streets are in decent shape.

CITY HALL / PARKS AND WETLANDS

Maintenance Activity: Mowing has concluded for the year. Weekly staff checks all city property for down limbs and trash.

WATER TREATMENT PLANT

Maintenance Activity: We are still running the plant 20-24 hours per week. Staff worked on cleaning the sedimentation basins. Staff also spent spare time cleaning and reorganizing the plant.

WASTEWATER TREATMENT PLANT

Maintenance Activity: The wastewater treatment plant is running well. We have no issues to report. Staff monitors daily flows and makes necessary adjustments as needed.

Completed by Matt Lydon, Public Works Supervisor



STAFF REPORT
Attachment G – Financial Report
January 9, 2024, Council Meeting

We have approximately \$4,241,224.65 in the Local Government Investment Pool (LGIP). In December we had \$4,184,547.96. Last year in December, we had \$3,476,924.09. We also currently have approximately \$254,629.19 in Citizens Bank.



Account Statement - Transaction Summary

For the Month Ending December 31, 2023

ADAIR VILLAGE CITY OF - ADAIR VILLAGE CITY OF - 4333

Oregon LGIP		Asset Summary	
		December 31, 2023	November 30, 2023
Opening Balance	4,201,128.21		4,201,128.21
Purchases	40,096.54	4,241,224.65	
Redemptions	(0.10)		
Closing Balance	\$4,241,224.65	\$4,241,224.65	\$4,201,128.21
Dividends	17,907.62		
Total		\$4,241,224.65	\$4,201,128.21



Account Statement

For the Month Ending **December 31, 2023**

ADAIR VILLAGE CITY OF - ADAIR VILLAGE CITY OF - 4333

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					4,201,128.21
12/01/23	12/01/23	LGIP Fees - Received ACH (1 @ \$0.10 - From 4333) - November 2023	1.00	(0.10)	4,201,128.11
12/01/23	12/01/23	Transfer from BENTON COUNTY - BENTON COUNTY FINANCE DEPT	1.00	9,188.83	4,210,316.94
12/08/23	12/08/23	SFMS Fr.:OLCC OLCC Tax (Liquor)	1.00	2,304.15	4,212,621.09
12/08/23	12/08/23	Transfer from BENTON COUNTY - BENTON COUNTY FINANCE DEPT	1.00	1,007.88	4,213,628.97
12/14/23	12/14/23	SFMS Fr.:Administrative Services, Dept of City Cigarette Tax	1.00	75.09	4,213,704.06
12/19/23	12/19/23	ODOT - ODOT PYMNT	1.00	9,612.97	4,223,317.03
12/29/23	01/02/24	Accrual Income Div Reinvestment - Distributions	1.00	17,907.62	4,241,224.65
Closing Balance					4,241,224.65
Opening Balance					
Purchases					
Redemptions					
Closing Balance					
Dividends					

Closing Balance 4,241,224.65
Average Monthly Balance 4,218,688.93
Monthly Distribution Yield 5.00%

LEASE
(Good Grounds Coffee Shop)

PARTIES

This **COMMERCIAL LEASE AGREEMENT** is made and entered into this ____ day of January, by and between the City of Adair Village, hereinafter called the “Lessor” and Good Grounds Coffee, LLC herein after called “Lessee”.

PREMISES

The real property commonly known as 6020 NE William R. Carr Street situated in the City of Adair Village, Benton County, State of Oregon. The property was recently also known as the Cookie Binge. The property consists of an approximately 820 square feet building with drive-thru window. The premises includes any and all equipment, signage, furnishings and stock that is now located in the property (including, but not limited to Exhibit A attached hereto) as well as any new equipment that may be located in the property by Lessee.

TERM OF LEASE AND RENT

In consideration of the mutual promises and obligations contained herein, Lessor leases the Premises to Lessee for a term commencing on January 1, 2023 and continuing through December 31, 2026 at the monthly rate of \$500 per month which sums shall be payable in advance on or before the first day of each calendar month throughout the Lease term, without notice or demand, deduction or offset.

This Lease is subject to the following terms to which the parties agree:

SECTION 1: OCCUPANCY

1.1 Payment of Rent. Lessee shall pay the specified rent when due in lawful money of the United States at Lessor's address stated in this lease or such other address as Lessor shall designate by notice to Lessee. Any rent not paid within ten (10) days from the due date shall bear interest in the manner stated in paragraph 13.6

1.2 Delivery of Possession. Delivery of possession shall be granted to Lessee, subject to the terms, conditions and obligations of this lease, upon full execution of this lease by all parties to be bound.

1.3 Condition of Premises. Lessor makes no warranty as to the adequacy of the Premises for the intended use by Lessee, and Lessee accepts the Premises in their current "where-is as-is" condition and based upon its own inspection and not upon any representation by Lessor except as may be specifically stated in this lease.

1.3.1 Condition of Equipment. Any equipment that is currently in the building is not a part of this lease and is accepted by Lessee in "where-is as-is" condition with no warranties expressed or implied by Lessor. Lessor will not repair or replace any equipment in the building not expressly stated in this lease otherwise.

1.4 Security Deposit To secure Lessee's compliance with all terms of this lease, Lessee shall pay Lessor the sum of \$ 500.00 as a security deposit. The deposit shall be a debt from Lessor to Lessee, refundable within 30 days following the expiration of this lease term or other termination not caused by Lessee's default. Lessor shall have the right to offset against the deposit any sums owing from Lessee to Lessor and not paid when due, any damages caused by Lessee's default, the cost of curing any default by Lessee should Lessor elect to do so, and the cost of performing any repair or cleanup that is Lessee's responsibility under this lease. Offset against the deposit shall not be an exclusive remedy in any of the above cases, but may be invoked by Lessor at its option, in addition to any other remedy provided by law of this lease for Lessee's nonperformance. Lessor shall give notice to Lessee each time an offset is claimed against the deposit, and, unless the lease is terminated, Lessee shall within 10 days following such notice deposit with Lessor a sum equal to the

amount of the offset so that the total deposit amount, net to offset, shall remain constant throughout the lease term.

SECTION 2. USE OF PREMISES

2.1 Permitted Use. Lessee shall use and permit the Premises to be used for a Coffee Shop and Bakery and for no other purpose unless approved in advance by the Lessor at Lessor's sole discretion. Lessee shall operate the above business every day in the manner customary for such businesses including Saturdays, except during the time and to the extent such use is prevented by fire, flood, labor disputes, government edict or any other cause beyond Lessees control.

2.2 Restrictions on Use.

In addition to the other responsibilities defined in this lease, Lessee shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the use of the premises and to correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use or make and complete any structural changes or repairs that become necessary during the term of this lease with the Lessor's approval.

(b) Refrain from any use which would be reasonably offensive to other tenants or owners or users of neighboring premises or which would tend to create a nuisance or damage the reputation of the premises.

(c) Refrain from conducting any activity or creating any conditions in or about the Premises in violation of any federal, state, or municipal laws or orders.

(d) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Lessor. Prior to making any improvements or modifications to the building, the plans must be

submitted in writing to the City administrator 30 days prior to the upcoming City Council meeting for their review and approval.

(e) Refrain from the use of any electrical equipment that will overload the electrical circuits. Any changes to wiring shall be paid by Lessee.

(f) Refrain from placing or erecting any external shed, building, container or other structures without prior permission from Lessor.

2.3 Signs and Attachments. Lessee shall not, without Lessor's prior written consent as to scale, design, and placement, place any sign, advertisement, notice, mural, graphics, marquee, awning, decoration, aerial or attachment in, on or to the roof, front, windows, doors or exterior walls of the Premises. Any such sign or attachment placed upon or about the Premises by Lessee with Lessor's consent shall become the property of the Lessor, however shall be removed at Lessee's expense upon termination of the Lease if requested by Lessor, and all damage caused by the removal or installation shall be repaired at Lessee's expense.

2.4 Removal of Debris. Lessee shall keep the sidewalks abutting the Premises, the parking areas, and all entrances free and clear of ice, debris and obstructions of every kind.

2.5 Alterations. All work shall be performed in a workmanlike manner using licensed and bonded labor, and Lessee shall provide Lessor with plans and specs of all proposed alterations and shall obtain Lessor's written approval and consent prior to commencement of any alterations or additions to the Premises. Any such additions, alterations or improvements, except for unattached moveable trade fixtures, shall at once become a part of the realty and belong to the Lessor, and shall not be removed by Lessee, unless the terms of consent provide otherwise.

SECTION 3. REPAIRS AND MAINTENANCE

3.1 Lessee's Obligations. During the term of this lease Lessee shall at all times maintain the Premises in a neat condition free of trash and debris and in good working order and repair. Lessee's responsibilities shall include, without limitation, the following:

(a) Performance of all routine maintenance and repair upon electrical fixtures, switches, and wiring from the service panel, plumbing, water lines, sewer facilities from point of entry to the Premises, doors, windows and related hardware, ceilings, interior walls and floors, however Lessor shall be responsible for replacement of plumbing and electrical equipment, except light bulbs and ballasts, by reason of obsolescence and defects not caused by neglect of Lessee, its agents, or employees.

(b) Replacement of all broken or cracked glass with glass equal to the quality of existing glass at the time of commencement of the term.

(c) Performance of all routine maintenance and repairs and inspections upon the heating units, air conditioning units used in connection with the Premises, and any fixtures and equipment installed by Lessor or Lessee in the Premises.

(d) Maintain all equipment and items that are to be left in the Premises by Lessor which is attached hereto as Exhibit A. It is hereby expressly agreed by both parties that the items listed in Exhibit A are to be maintained, repaired or replaced by Lessee at Lessee's sole expense.

(e) Meet with the City Administrator on a monthly basis to review financials of the business if requested by City Administrator.

3.2 Lessor's Obligations. During the term of this lease Lessor agrees to maintain in good order, repair and condition the exterior walls, roof, and gutters, down spouts, common areas, foundation, sidewalks, parking lot and grounds thereabout. Lessor shall be responsible for major repairs, in excess of \$ 500.00, to the HVAC system, plumbing to point of entry to Premises, electrical systems to the point of service panel to Premises, unless such repairs/replacement is due to a negligent act or omission by Lessee, its invitees, agents or employees.

3.3 Conditions of Lessors' Liability. Lessor shall have no duty to make any repairs which are its obligation under this Lease until Lessee has given written notice to Lessor of the repairs to be made or condition that needs to be corrected. Lessor will make any repair required within a reasonable time following notice from Lessee.

3.4 Lessor's Interference With Lessee. Any repairs, replacement, alterations or work performed on or about the Premises by Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the Premises by Lessee.

SECTION 4. UTILITIES, TAXES, INSURANCE, ASSESSMENTS AND COMMON AREAS

4.1 Utilities. Lessee shall pay when due all charges for lights, heat, garbage collection, water and sewer and any other utilities furnished to the premises.

4.2. Taxes Lessee will pay to Lessor all ad valorem taxes of any kind whatsoever levied against the land and building, including improvements thereon. For the tax years, which include the beginning and/or the end of the term, Lessee shall be liable only for that portion of the taxes prorated for the months of its occupancy during the respective tax year. A tax bill submitted by Lessor to Lessee shall be sufficient evidence of the amount of taxes assessed or levied against the parcel or real property to which the bill relates. The taxes will be due monthly in addition to the monthly rent. The monthly property tax liability will be adjusted annually when the new tax bills arrive. Lessee shall pay when due all taxes assessed against its personal property located on the premises.

4.3. Insurance Neither party shall be liable to the other, or to the other successors or assigns, for any loss or damage caused by fire or any other risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other.

4.4 Assessments. Lessee shall be responsible for its proportionate share of any assessments or charges of any governmental body made against the land and building of which the Premises are a part during the term of this Lease for any public improvements, including, but not limited to, providing paving, sidewalks, sewers, public finance improvements or charges.

SECTION 5. DAMAGE AND DESTRUCTION

5.1 Partial Damage. If the leased Premises or the building of which the Premises are a part shall be partly damaged by fire, windstorm or other casualties and paragraph 5.2 below does not apply, Lessor shall, subject to 5.3, repair the damage and restore to a condition comparable to that existing prior to the damage. Repair shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and other causes beyond Lessor's reasonable control. Rent shall be abated during the period and to the extent the Premises are not reasonably usable for the use permitted by this Lease, except where the damage is the fault of the Lessee or Lessee is otherwise liable for the cost of repair.

5.2 Destruction. If the leased premises are destroyed or damaged such that the building may not be occupied by Lessee, either party may elect to terminate the lease as of the date of damage or destruction by notice given to the other in writing not more than 30 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination. If neither party elects to terminate, Lessor may proceed to restore the leased premises to substantially the same form as prior to the damage or destruction

5.3 Repair of Lessee's Property. Repair, replacement or restoration of any fixture or personal property owned by Lessee or any additions or improvements to the Premises constructed by the Lessee shall be the responsibility of the Lessee regardless of the cause of the damage. Lessee shall pay all costs of moving its property when this is required in connection with repairs of the Premises for which Lessor is responsible.

SECTION 6. EMINENT DOMAIN

6.1 Partial Taking. If a portion of the premises is condemned or purchased in lieu of condemnation and paragraph 6.2 does not apply, this Lease shall continue on the following terms.

(a) Lessor shall be entitled to all of the proceeds of condemnation and Lease shall have no claim against the Lessor as a result of condemnation.

(b) Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a comparable as reasonably practicable to that existing time of the condemnation. Rents shall be abated to the extent the Premises are untenable during the period of alteration and repair. Rents shall be reduced in proportion to the reduction in reasonable value of the Premises for Lessee use caused by the condemnation.

6.2 Total Taking If a condemning authority takes all of the building of which the Premises are a part or a portion of either sufficient to render the remaining Premises reasonably unsuitable for the use which Lessee was then making of the Premises, the Lease shall terminate as of the date the title vests in the condemning authorities or the date that Lessee surrenders possession of the property, whichever is later, and the provisions of Section 11 covering termination shall apply. In such event, Lessor shall be entitled to all of the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation.

6.3 Lessees recovery. Although all damages in the event of any condemnation are to belong to Lessor whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, Lessee shall have the right to claim and recover from the condemning authority, but not Lessor, such compensation as may be separately awarded or recoverable by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment.

SECTION 7. LIABILITY TO THIRD PERSONS: LESSOR'S LIABILITY TO LESSEE

7.1 Indemnification of Lessor. Lessee shall indemnify and defend Lessor from any claim, liability, damage or loss arising out of or relating to any activity of the Lessee, its agents or invitees on the Premises or any condition existing in the Premises. However, this provision shall not be construed to relieve Lessor from responsibility for any loss or damage caused to Lessee or others solely as a result of willful acts of Lessor or its employees.

7.2 Acts of Other Tenants. Lessor shall have no liability to Lessee for acts of other tenants/users who may be occupying any adjacent premises on the property.

7.3 Liens. Lessee shall pay as due all claims for work done on and for services rendered or materials furnished to the Premises at its request, and shall keep the Premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect all costs of such discharge, including its reasonable attorney's fees. Such actions by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default. If a lien is filed as a result of nonpayment Lessee shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or a sufficient corporate surety bond in an amount sufficient to discharge the lien, plus any costs, attorney's fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

7.4 Liability Insurance Lessee shall, at its expense, carry public liability and property damage insurance with limits of not less than \$1,000,000 for injury to one person in one occurrence, \$2,000,000 for injury to two or more persons in one occurrence, and \$500,000 damage to property. Such insurance shall be in a form satisfactory to Lessor, shall protect Lessor and Lessee against the claims of third persons and shall include an endorsement covering the indemnification liability assumed by Lessee under paragraph 7.1 of this Lease. Prior to Lessee taking possession of the Premises, Lessee shall furnish certificates evidencing such insurance coverage bearing endorsements requiring ten (10) day's written notice to Lessor prior to any change or cancellation of the policy. Lessee shall be responsible for carrying her own fire insurance for her content of the property.

SECTION 8. ASSIGNMENT AND SUBLEASE

8.1 Prohibition on Assignment. No part of the Premises may be assigned, mortgaged, or subleased by Lessee, nor may a right of use of any portion of the Premises be conferred on any third person by any other means, without the prior written consent of Lessor. This provision shall apply to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executors and legatees. No consent in

one instance shall prevent this provision from applying to a subsequent instance. Notwithstanding any assignment or sublease. Lessee shall remain fully liable on the Lease and shall not be released from performance under the terms, covenants and conditions of the Lease. Lessor shall have the right to charge a reasonable fee for administrative expenses in connection with any assignment or sublease to which it gives its consent.

SECTION 9. DEFAULT

9.1 Insolvency. The following are events of default: Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of any involuntary petition in bankruptcy and failure of Lessee to secure a dismissal of the petition within 60 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within 30 days. If Lessee consists of two or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual unless within ten (10) days after an event of default occurs, the remaining individuals produce evidence satisfactory to Lessor that they have unconditionally acquired the interests of the one causing default.

9.2 Abandonment. Failure of Lessee for 15 days or more to occupy the property for one or more of the purposes permitted under this lease unless such failure is excused under other provisions of this lease shall be an abandonment of the property..

9.3 Noncompliance by Lessee. Lessee's failure to comply with any term or condition or fulfill any obligation of this Lease (other than the payment of rent or other charges) within fifteen (15) days after written notice by lessor specifying the nature of the default. If the default is of such a nature that it cannot be completely remedied within the fifteen (15) day period, this provision shall be complied with if Lessee begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

SECTION 10. REMEDIES ON DEFAULT

10.1 Re-Entry. In the event of a default, Lessor may elect to terminate Lessee's right to possession of the Premises by notice in writing to the Lessee. Following such notice, Lessor may re-enter, take possession of the Premises and remove any persons or property by legal action or by self help, with the use of reasonable force and without liability for damages. Lessor shall have a security interest in Lessee's property on the Premises at the time of re-entry to secure all sums owed or to become owing Lessor under this Lease. Perfection of such security interest shall be by taking possession of the property or otherwise as provided by law.

10.2 Reletting. Following a re-entry by Lessor because of Lessee's default, Lessor may relet the Premises for a term longer or shorter than the term of this Lease and upon any reasonable terms including the granting of rent concessions to the new tenant. Lessor may alter, refurbish or change the character or use of the Premises in connection with such reletting. No such reletting by Lessor following Lessee's default shall be constructed as an acceptance of a surrender of the Premises. If rent received upon reletting exceeds rent received under this Lease, Lessee shall have no claim to the excess.

10.3 Damages for Default. In the event of termination on default, Lessor shall be entitled to recover the following amounts as damages: All unpaid rent or other charges for the period prior to re-entry, plus interest provided in paragraph 13.6. An equal amount to the rental lost during any period in which the Premises are not relet. The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property and fixtures, or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, attorney fees, court costs, broker commissions, and advertising costs.

10.4 Lessee's Possession Following Default. In the event that Lessee remains in possession following default and Lessor does not elect to re-enter, Lessor may recover all unpaid rent or other charges, and shall have the right to cure any non-monetary default and recover the cost of such cure

from Lessee, plus interest at a rate of 12% per annum from the date of the expenditure. In addition, Lessor shall be entitled to recover attorney's fees reasonably incurred in connection with any default, whether or not litigation is commenced. Lessor may sue to recover such amounts as they accrue, and no one action for accrued damages shall bar a later action for damages subsequently accruing.

10.5 Remedies Cumulative. The foregoing remedies shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law, and no election to pursue one remedy shall preclude resort to another consistent remedy.

SECTION 11. SURRENDER ON TERMINATION

11.1 Surrender of Premises. Upon expiration of the lease term or earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the leased premises in good condition, repair and broom clean. Alterations constructed by Lessee with permission from Lessor shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored, but all repairs for which Lessee is responsible shall be completed prior to such surrender. Lessee's obligations under this paragraph shall not apply in case of termination of the Lease because of destruction of the Premises.

11.2 Fixtures. All fixtures placed upon the leased Premises during the term, other than Lessee's moveable trade fixtures shall, at Lessor's option, become the property of the Lessor. If Lessor so elects, Lessee shall remove any or all fixtures which would otherwise remain the property of Lessor, and shall repair any physical damage resulting from the removal. If Lessee fails to remove such fixtures, Lessor may do so and charge the cost to the Lessee with interest at 12% per annum from the date of expenditure.

11.3 Removal of Lessee's Property. Lessee shall not remove any furnishings, furniture, or moveable trade fixtures from the property belonging to Lessor. All equipment and furnishings of Lessor (if any) on the property are and remain property of Lessor.

11.4 Holdover. Should Lessee fail to vacate the Premises when required, Lessor may elect to treat Lessee as a tenant from month to month subject to all provisions of this Lease, except for the provisions for term, or Lessor may elect to take legal action to eject Lessee from the Premises and to collect any damages caused by Lessee's wrongful holding over. Lessee's failure to remove property as required by paragraph 11.3 above shall constitute a failure to vacate to which paragraph 11.4 shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Lessor for any purpose including preparation for a new tenant.

SECTION 12. ARBITRATION

12.1 Disputes Arbitrable. If any dispute arises between the parties to this Lease regarding the extent of rent abatement under paragraph 5.1, the extent of damage under paragraph 5.2, the extent of rent reduction to be made under paragraph 6.1, or whether paragraph 6.2 applies following a partial taking of the Premises by condemnation, either party may request arbitration and appoint as arbitrator one independent real estate broker or appraiser having knowledge regarding evaluation of rental property comparable to the Premises. If the dispute is not resolved within ten (10) days after such notice, the responding party shall likewise choose an arbitrator meeting the above qualifications. The two arbitrators shall within five (5) days choose a third having the above qualifications. If the choice of the second or third arbitrator is not made within five (5) days after the end of the period in which the choice is to be made, then either party may apply to the presiding judge of the Judicial District in which the Premises are located who shall appoint the required arbitrator.

12.2 Submission of Dispute. At any time within twenty (20) days after appointment of the third arbitrator, either party may submit the dispute for settlement by arbitrators.

12.3 Procedure for Arbitration. The arbitrator(s) shall proceed according to the Oregon Statutes governing arbitration, and the award of the arbitrator shall have the affect therein provided. The arbitration shall take place in the county in which the Premises are located. Cost of the arbitration

shall be shared equally by both parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

SECTION 13. GENERAL PROVISIONS

13.1 Nonwaiver. Waiver of Lessor of strict performance of any provision of this Lease shall not be a waiver of or prejudice the Lessor's right otherwise to require strict performance of the same provision or of any other provision.

13.2 Actions and Suits. If suit or action beyond arbitration is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs, such sum as the court may adjudge reasonable as attorney fees at trial and upon any appeal of such suit or action. If any action brought to enforce this Lease or arising out of the relationship between the parties created by this Lease, the parties agree that all issues in any such actions shall be tried by a judge and not by a jury.

13.3 Notices. Lessor and Lessee agree that any notice required or permitted to be given hereunder shall be deemed to have been given when deposited in the United States mail, certified, return receipt requested, postage fully prepaid, and with respect to Lessor, addressed to: City of Adair Village, Attention: Pat Hare or current City Administrator, 6030 NE William R Carr Street, City of Adair Village OR 97330; and with respect to Lessee, Susan Arredondo, 6020 NE William R. Carr Ave. , Adair Village, OR 97330.

13.4 Succession. Subject to the prescribed limitations on transfer of Lessee's interest, this lease shall be binding upon and insure to the benefit of the parties, their executors, administrators, successors and assigns.

13.5 Entry for Inspection. Lessor shall have the right to enter the Premises at any reasonable time upon 18 hours notice to determine Lessee's compliance with this Lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, to place upon the Premises any notices for selling of the Premises, and at any time during the last two

months of the term of this Lease, to place and maintain upon the Premises, notices for leasing or selling of the Premises.

13.6 Interest on Rent and Other Charges. Any rent or other payment required of Lessee by this Lease shall, if not received by Lessor within 10 days after it is due, shall be subject to a five (5%) late charge as additional rent. Any unpaid monies due shall accrue interest at 12% per annum from the due date until paid.

13.7 Proration of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination for reasons other than default, all prepaid rent shall be refunded to Lessee or paid on his account.

13.8 Lessor's Conveyance. Any conveyance of the Premises by Lessor during the term of this Lease shall be subject to this Lease, and following any such conveyance, Lessor shall be discharged from all obligations under this Lease except those already accrued.

13.9 Improvements By Lessee. Lessee is accepting the Premises in its current "where is as is" condition based upon its own inspection and not upon any representations by Lessor or Lessor's agent, except as may otherwise be stated within this Lease. Any and all improvements required by Lessee, or as may be required by virtue of any city law, order, regulation, or ordinance as a condition for development by Lessee, without limitation, shall be performed at Lessee's sole cost and expense. All work shall be performed in a workmanlike manner, with Lessee having obtained Lessor's written permission and approval as to type, extent, design and placement prior to commencement of any alterations, modifications, or improvements being installed in or about the Premises, which consent shall not be unreasonably withheld.

13.10 Improvements By Lessor. Lessor shall have the existing electrical, plumbing and HVAC systems in proper working order at time of delivery of possession. Should these items require Lessor's attention, and such is not due to any alterations or improvements by Lessee, then Lessee shall so notify Lessor by no later than the commencement of the lease term, thereafter same shall be Lessee's responsibility as to its maintenance/repair excepting as otherwise provided in this lease.

13.11 Parking. Lessee shall be entitled to the nonexclusive right with others entitled thereto to use the common parking areas of the building, for the use of Lessee's invitees and employees. Lessor reserves the right, at Lessor's sole discretion, to allocate and assign numbered parking spaces to Lessee based on a pro rata share as defined by comparing the square feet of the Premises to the total square feet of all space capable of being leased in the building. Additionally Lessor reserves the right to designate some of the spaces as "visitor parking" as Lessor deems reasonably for the harmonious operation/management of the building.

13.12 Hazard Substances. Lessee shall not cause or permit any hazard substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those hazardous substances typically used or sold in the prudent and safe operation of Lessee's business. Lessee may store such hazardous substances on the Premises, which shall be done in compliance with all applicable Federal, State or local statute, regulation or ordinance or any judicial or other governmental laws pertaining to the protection of health, safety or the environment, only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all environmental laws and exercise the highest degree of care in the use, handling and storage of hazardous substances and shall take all practical measures to minimize the quantities and toxicity of hazardous substances used, handled, or stored on the Premises. Upon the expiration or termination of the Lease, Lessee shall remove all hazardous substances from the Premises.

13.13 ADA Standards. Lessee shall be responsible for any alterations, modifications or improvements to be made upon the common areas due to any applicable Federal, State, County or City law, order, regulation, or ordinance, and shall indemnify and hold Lessor harmless from any action as a result thereof. Lessee shall be responsible for any alterations or modifications within the demised Premises as may be required by virtue of any Federal, State, County or City law, order, regulation, ordinance within the Premises. Lessee shall indemnify and hold Lessor harmless from any actions as a result thereof. Each party agrees to notify the other party immediately upon receipt of any claims, asserted or threatened, arising out of an alleged failure to comply with the ADA or any regulation promulgated thereunder with respect to the leased Premises.

13.14 Subordination. Upon request of Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage or mortgages or the lien resulting from any other method of financing or refinancing now or hereafter in force against the land and building comprising the Premises, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such documents as may be reasonably requested by Lessor or the holder of the encumbrance to evidence this subordination.

13.15 Estoppel. Lessee shall within twenty (20) days after notice from Lessor, execute, acknowledge and deliver a certificate certifying whether this Lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by Lessor; the dates to which rent has been paid in advance and the amount of any security deposits or prepaid rent; and any other facts that may reasonably be requested by the lender of Lessor. Failure to deliver the certificate within the specified time shall be conclusive upon Lessee that the Lease is in full force and effect and has not been modified except as may be represented by the Lessor. If requested by the holder of any encumbrance, Lessee will agree to give such holder or Lessor notice of and the opportunity to cure any default by Lessor under this Lease.

13.16 Exterior Signage. Lessee, at Lessee's sole cost and expense shall be responsible for all its exterior signage. Said signage shall be subject to applicable codes and shall have Lessor's advance approval to design, scale, method of installation, and location of placement.

13.17 Advertising. Subject to applicable municipal codes and non disturbance to other tenancies within the building, Lessee may utilize the pole sign located in the front of the Premises. If Lessee wants to attach any signs, posters, seasonal flags or banners, Lessee must make the request in writing to the Lessor and have prior permission to attaching any signage whatsoever to the Premises.

13.18 Entire Agreement. This Lease and Exhibits and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings between the Lessor and Lessee concerning the leased premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than are herein set forth.

In Witness Whereof, the parties hereto have executed this instrument in duplicate at the place and on the day and year first above written, any corporate signature being by authority by the Board of Directors.

LESSOR:

City of Adair Village

Pat Hare, City Administrator

LESSEE

Good Grounds Coffee, LLC

Susan Arredondo, Owner

City of Philomath/City of Adair Village
Intergovernmental Agreement
Planner Services

The CITY OF PHILOMATH, a municipal corporation of the State of Oregon (“PHILOMATH”), and the City of Adair Village, a municipal corporation of the State of Oregon (“ADAIR VILLAGE”), jointly referred to as PARTIES, or individually as a PARTY, agree as follows:

All notifications necessary under this contract shall be addressed to:

City of Philomath

Chris Workman

P.O. Box 400

Philomath, OR 97370

Telephone: (541) 929-6148

City of Adair Village

Pat Hare

6030 NE William R Carr Ave.

Adair Village, OR 97330

Telephone: (541) 745-5507

1. TERM:

- a. PHILOMATH and ADAIR VILLAGE agree that this intergovernmental agreement is entered into under the authority of ORS 190.010. It is the intent of the PARTIES that this agreement be effective as of December 1, 2023 and that it continue until June 30, 2028.
- b. If this contract crosses fiscal years, funding for future years is contingent upon both of the City Councils adopting appropriations.

2. SCOPE:

- a. ADAIR VILLAGE has a land use planning program that requires the services of the professional land use planner. PHILOMATH employs a person who is a PHILOMATH city employee and a professional land use planner with required education, training, experience and expertise to review applications, draft policies, regulations and staff reports, attend public land use hearings and present staff reports, draft findings, prepare notices and orders, and any and all other planning tasks necessary or required by ADAIR VILLAGE as the professional planning staff for ADAIR VILLAGE’s land use planning program.
- b. ADAIR VILLAGE seeks to engage the services of PHILOMATH’s professional land use planner and PHILOMATH is willing to provide those services.
- c. This agreement is for planning services for 0.25 FTE. Adair Village is paying for the specified FTE, not for a fixed number of hours per week; however, roughly ten (10) hours per week of the planner’s time will be allocated to ADAIR VILLAGE.
- d. ADAIR VILLAGE shall coordinate office hours, evening meetings, deadlines, and off-site work with the planner.
- e. Travel time between PHILOMATH and ADAIR VILLAGE will be billed as hours worked. No sick leave, other types of leave, or training time will be billed to ADAIR VILLAGE.

- f. The PARTIES agree that this intergovernmental agreement for Planner Services is entered into contingent upon PHILOMATH maintaining a full-time city planner.

3. COMPENSATION

- a. In consideration of PHILOMATH's performance, ADAIR VILLAGE agrees to pay PHILOMATH at a rate of \$1860.00 per month for planner services. This is equivalent to 25% of the city planner's total monthly compensation.
- b. The planning services rate will increase at the start of each new fiscal year to account for 4% salary step increases and 1.5%-3.5% cost of living adjustments provided to the city planner. ADAIR VILLAGE will be notified of what the new rate will be by February of each year.
- c. Payment will be billed and paid monthly.

4. MUTUAL INDEMNIFICATION

- a. The PARTIES intend that, in performing this agreement, each shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. Neither PHILOMATH nor ADAIR VILLAGE is to be considered an agent or employee of the other.
- b. Subject to the limitations and conditions of the Oregon Tort Claims Act ORS 30.260-30.300, each PARTY agrees to hold the other harmless, to indemnify and to defend the other, its officers, agents, volunteers and employees from any and all liability, actions, claims, losses, damages or other costs including attorneys' fees and witness costs that may be asserted by any person or entity arising from, during, or in connection with the performance of the work described in this agreement, when such liability, action, claim, loss, damage or other cost results from the actions of that PARTY in the course of this agreement. Nothing in this agreement shall be deemed to create a liability for any PARTY in excess of the Oregon Tort claims limits for either PARTY.

5. ASSIGNMENT/TERMINATION

- a. This agreement shall not be assigned, nor shall duties under this agreement be delegated, and no assignment or delegation shall be of any force or effect without the written approval of the contracting officers of ADAIR VILLAGE and PHILOMATH.
- b. Either PARTY may terminate this agreement at any time, provided that the terminating PARTY provides the non-terminating PARTY with a thirty (30) day written notice of the date on which the termination will be effective. PARTIES may, by mutual written consent only, agree to terminate this agreement effective on another date.
- c. PARTIES shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment. The PARTIES agree not to discriminate on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, age, source of income, or mental or physical disability in the performance of this agreement.
- d. PARTIES shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws.



1800 WRIGHT PLACE, SUITE 100
CARLSBAD, CALIFORNIA 92008



FIRSTNET BY AT&T SITE
ID CV58
PSTC # ALBYOR01
2260 NW INDEPENDENCE HIGHWAY
ALBANY, OREGON 97321

PROJECT INFORMATION
CURRENT ISSUE DATE: 01/03/23
ISSUED FOR: ZONING

REV. DATE DESCRIPTION BY
0. 1/03/23 J.V. JAC

PLANS PREPARED BY: MODUS, LLC
10-1 SE 10TH AVE
PORTLAND, OR 97214

LICENSE

SHEET TITLE: T1
TITLE SHEET
SHEET NUMBER: T1
REVISION: 0

FIRSTNET BY AT&T SITE ID:
CV58

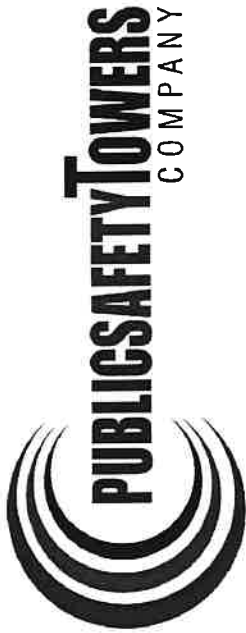
PSTC #: ALBYOR01

PAGE ID: MRWOR005875

USID: TBD

FA: 115796688

ADJACENT TO 2260 NW INDEPENDENCE HIGHWAY ALBANY, OREGON 97321 INSTALLATION OF NEW 120'-0" MONOPINE TOWER



ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING STANDARDS UNLESS OTHERWISE SPECIFIED. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 2022 OREGON STRUCTURAL SPECIALTY CODE (OSSC)
- (IRC 2021 AMENDED)
- (IRC 2018 ENHANCED)
- 2021 OREGON EXISTING BUILDING CODE (EBC 2021 AMENDED)
- 2021 OREGON MECHANICAL CODE (MCC 2021 AMENDED)
- 2021 OREGON ELECTRICAL CODE (NEC 2021 AMENDED)
- 2021 OREGON MECHANICAL CODE (MCC 2021 AMENDED)
- (IPC 2021 AMENDED)
- NBSB-22502 LIFE SAFETY CODE
- CITY AND JOHNSON COUNTY ORDINANCES

CODE COMPLIANCE

SITE ACQUISITION PLANETS
MODUS, LLC
1814 SE WITHAMINE
PORTLAND, OREGON 97214
NEIL GIBLER
PHONE: (503) 710-3115
ngibler@modusllc.com

DATE: 01/03/23
4450 WEST COLLINGSWOOD ROAD
LAS VEGAS, NEVADA 89118
PHONE: (702) 307-7700
FAX: (702) 307-8723

GLUCOLOGICAL ENGINEER
DGS CONSULTING ENGINEERING SERVICES LLC
931 W. CALLE DEL SOL BOULEVARD, SUITE 2530
LAS VEGAS, NEVADA 89117
DEREK G. STEFURCAC
PHONE: (702) 985-1852

SUPPLIER
TBD

SHEET DESCRIPTION

REV.	TITLE SHEET	DATE	ISSUED FOR
T1	TITLE SHEET	8/23/23	ZONING
T2	SITE SIGNAGE		
A1	SITE PLAN		
A2	SITE DETAIL		
A2.1	SITE DETAIL WITH DIMENSIONS		
A3	ANTENNA LAYOUT AND ANTENNA & EQUIPMENT SCHEDULE		
A4	PROPOSED NORTHEAST AND SOUTHWEST ELEVATIONS		
A5	PROPOSED SOUTHWEST AND NORTHEAST ELEVATIONS		

CITY OF ADAR VILLAGE
600 NE WILLIAM R GARR STREET
CONVALLID, OREGON 97331

PROPERTY OWNER:
PUBLIC SAFETY TOWERS COMPANY
1800 WRIGHT PLACE, SUITE 100
CARLSBAD, CALIFORNIA 92008
CONTACT: STEPHANIE VANDERHEEN
PHONE: (619) 474-9885

INDUSTRY REGULATIONS:
PROPERTY OWNER:
PUBLIC SAFETY TOWERS COMPANY
1800 WRIGHT PLACE, SUITE 100
CARLSBAD, CALIFORNIA 92008
CONTACT: STEPHANIE VANDERHEEN
PHONE: (619) 474-9885

PSTC LEASE AREA:
-2,590 SQ. FT.

AT&T LEASE AREA:
-308 SQ. FT.

OCCUPANCY TYPE:
U

CONSTRUCTION TYPE:
V-B

CURRENT ZONING:
EXCLUSIVE FARM USE (EFU)

JURISDICTION:
BERKTON COUNTY

APN:
194-330-000-500

LONGITUDE:
-121.886667

LATITUDE:
40.7'

ELEVATION:
407'

HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT
OPERATED BY PERSONNEL.
HANDICAPPED ACCESS NOT
REQUIRED.

- THE PROPOSED PROJECT INCLUDES
- PSTC:
- INSTALLATION OF A 2,590 SQ. FT. PSTC TELECOMMUNICATIONS FACILITY
 - INSTALLATION OF A PSTC 120'-0" MONOPINE TOWER
 - INSTALLATION OF A PSTC 6" CHAIN LINK FENCE WITH 18" TRINGS OF BARBED WIRE
 - INSTALLATION OF (2) PSTC 6" WIDE CHAIN LINK GATES WITH 3-5 STRANDS OF BARBED WIRE
 - NEW FIBER CONDUIT RUN TO FIBER CABINET
 - NEW 600A DEDICATED ELECTRICAL SERVICE TO METER
- FIRSTNET BY AT&T:
- INSTALLATION OF FIRSTNET BY AT&T ANTENNA MOUNTING ASSEMBLIES AT A 11'-0" CENTRER LINE (IS) PER SECTOR
 - INSTALLATION OF (1) FIRSTNET BY AT&T PANEL ANTENNAS MOUNTED AT A 11'-0" CENTRER LINE (IS) PER SECTOR
 - INSTALLATION OF (8) FIRSTNET BY AT&T REMOTE RADIO UNITS (RRUs) (8) PER SECTOR
 - INSTALLATION OF (3) NEW FIRSTNET BY AT&T TOWER MOUNTED DC-9 SURGE SUPPRESSORS
 - INSTALLATION OF (1) FIRSTNET BY AT&T UPS UNIT MOUNTED ON PROPOSED OUTDOOR EQUIPMENT CABINET
 - INSTALLATION OF (1) OUTDOOR WVC CABINET
 - INSTALLATION OF A NEW FIRSTNET BY AT&T 300W DC GENERATOR WITH 190 GALLON DIESEL FUEL TANK ON A NEW 5'-0" X 9'-0" CONCRETE PAD
 - INSTALLATION OF A 200A DEDICATED METER PANEL MOUNTED TO PSTC 600A METER BANK

PROJECT DESCRIPTION



SHEET INDEX

TITLE	SIGNATURE	DATE
RF ENGINEER	CRISTIAN SOTO	8/23/23
CPE PROJECT MANAGER		
LANDLORD		
FIELD ENGINEER		
DEVELOPMENT SUPERVISOR		
CONSTRUCTION PROJECT MANAGER		
FIELD OPS MANAGER		

ISSUED FOR:

ZONING

PROJECT TEAM

APPROVAL LIST

ADA COMPLIANCE

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN OPERATION. VISITORS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.

FCC COMPLIANCE

RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.

PROJECT SUMMARY

FACILITY IS UNMANNED AND NOT OPERATED BY PERSONNEL. HANDICAPPED ACCESS NOT REQUIRED.



1903 WRIGHT PLACE, SUITE 140
CARLSBAD, CALIFORNIA 92008



FIRSTNET
Built with AT&T

2001 KAUHAUKE PARKWAY
SAN RAFAEL, CALIFORNIA 94901

PROJECT INFORMATION:
FIRSTNET BY AT&T SITE
ID: CWSR
PSTC # ALEYDR01
2260 HWY INTERCHANGE HIGHWAY
ALBANY, OREGON 97321

CURRENT ISSUE DATE:
01/03/23

ISSUED FOR:
ZONING

REV.	DATE	DESCRIPTION	BY
01/03/23	01/03/23	REV. ZONING	J.V.
01/03/23	01/03/23	REV. ZONING	REC.

PLANS PREPARED BY:
 MODUS, LLC
1614 SE 10TH AVE
PORTLAND, OR 97214

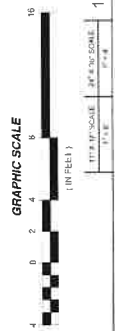
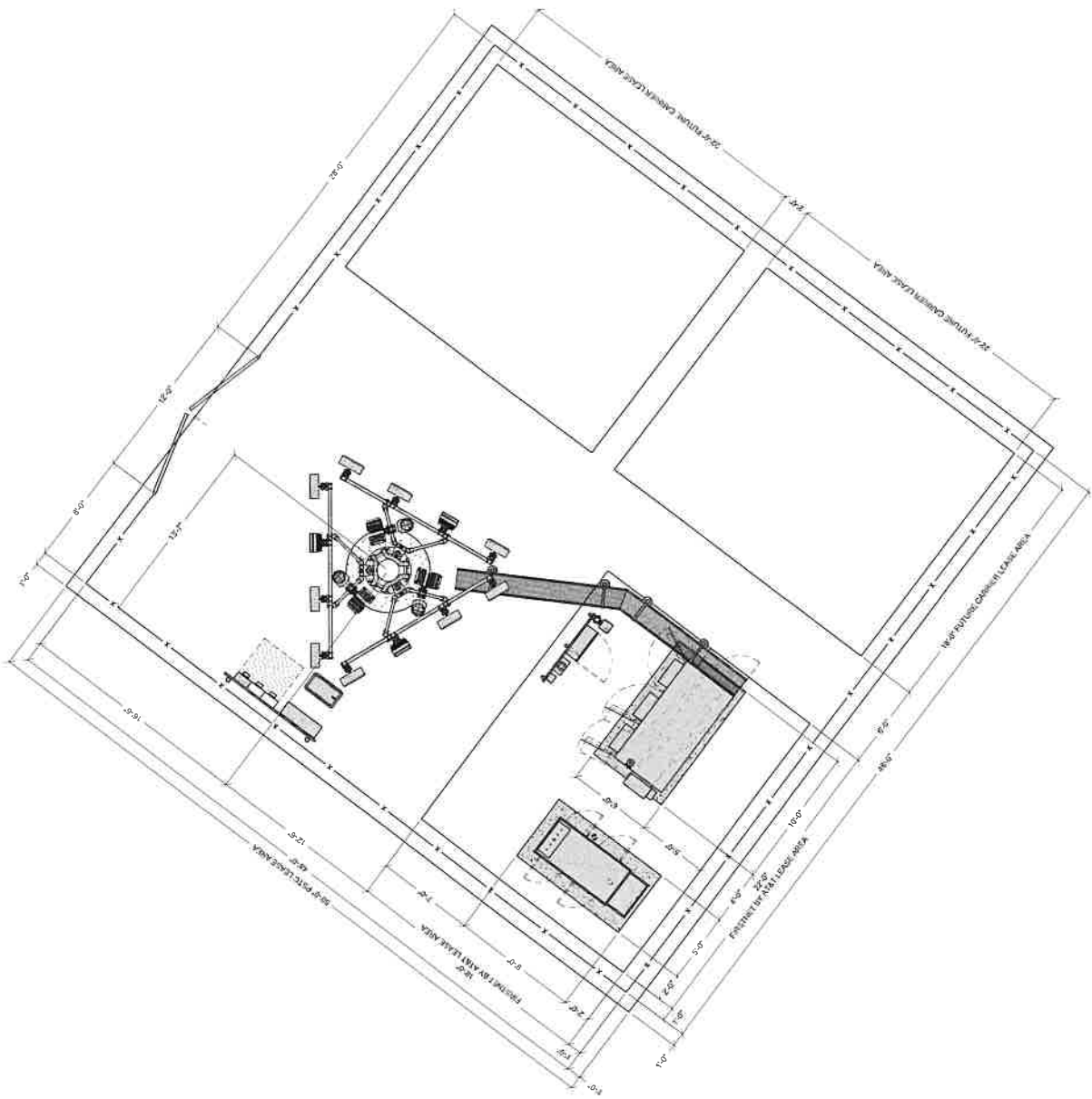
LICENSURE

SHEET TITLE:
SITE DETAIL WITH DIMENSIONS

SHEET NUMBER:
A2.1 °

LEGEND

- LEASE AREA
- CENTERLINE
- BASEMENT
- RIGHT-OF-WAY
- SECTIONLINE
- PROPERTY LINE
- OVERHEAD POWER
- EXISTING OR BOLLARD FENCE
- PROPOSED CHAIN LINK FENCE
- PROPOSED WROUGHT IRON FENCE
- EXISTING 1" CONTOUR
- EXISTING 5" CONTOUR
- EXISTING BLOCK WALL
- PROPOSED BLOCK WALL
- FIRE HYDRANT
- WARNING LOT AREA LIGHT
- OFFICIAL RECORD
- POWER POLE



SITE DETAIL WITH DIMENSIONS



1903 WRIGHT PLACE, SUITE 140
CARLSBAD, CALIFORNIA 92008



500 EXECUTIVE PARKWAY
SAN RAMON, CALIFORNIA 94583

FIRSTNET BY AT&T SITE
ID: 00588
FIRSTNET (ANNUY0001)
2000 NW INDEPENDENCE HIGHWAY
ALBANY, OREGON 97001

PROJECT INFORMATION:
CURRENT ISSUE DATE: **01/03/23**

ISSUED FOR: **ZONING**

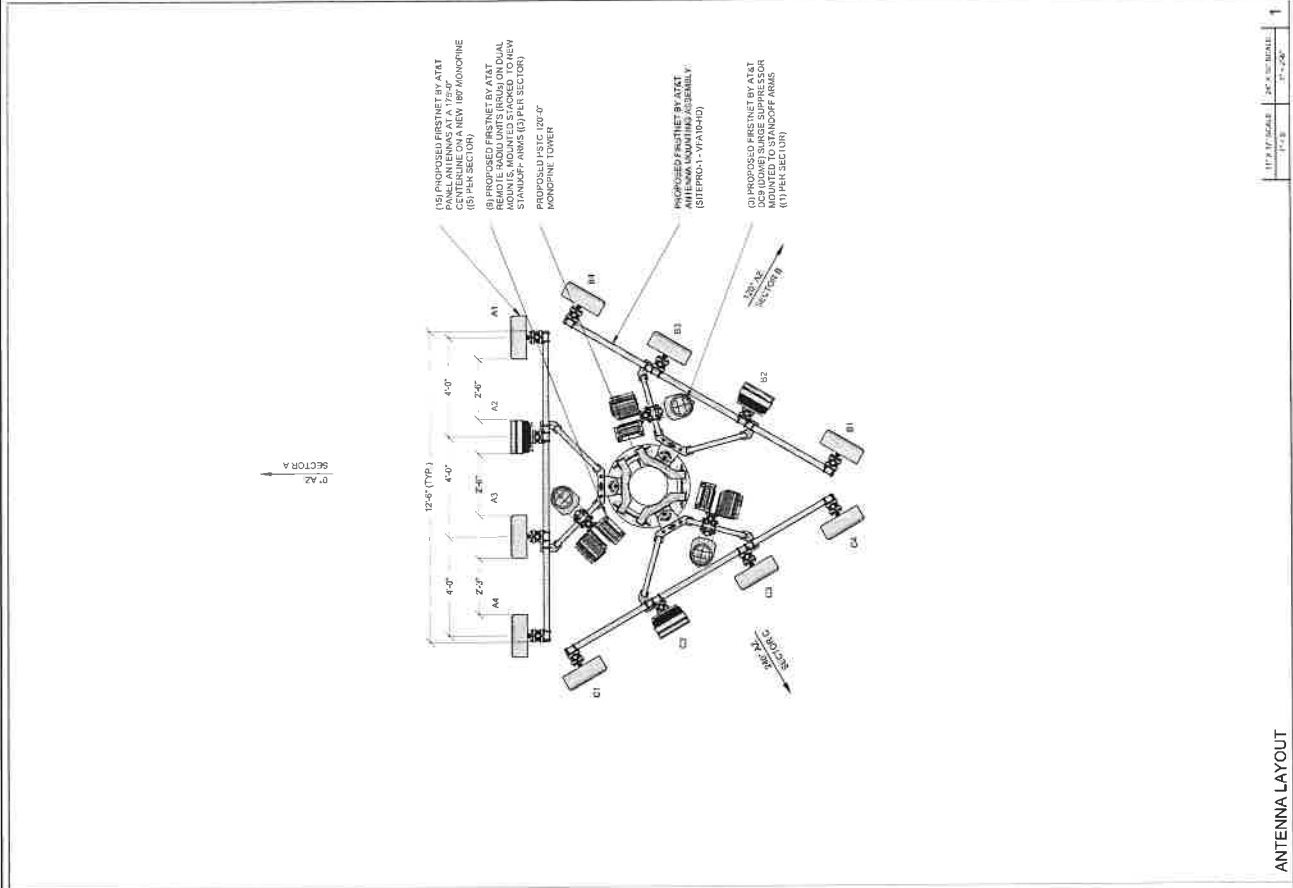
REV. DATE DESCRIPTION BY
01/03/24 10% DESIGN J.V.
11/23/23 10% DESIGN J.V.



PLANS PREPARED BY:
MODUS LLC
184 SE 10TH AVE
PORTLAND, OR 97214

SHEET TITLE:
**ANTENNA LAYOUT AND
ANTENNA & EQUIPMENT
SCHEDULE**

SHEET NUMBER: **A3**



ANTENNA AND EQUIPMENT SCHEDULE									
POSITION	ANTENNA HEIGHT	ANTENNA MAKE	ANTENNA MODEL	INUSE	EQUIPMENT CONSOLE	CABLE TYPE	HYBRID TYPE	CABLE LENGTH	NOTE
ALPHA SECTOR	1	-	8-PORT ANTENNA	(1) RADIO 448 B5312	111'-0"	(24) FIBER JUMPERS	(1) 5X18 HYBRID CABLE	160'	NOTE: 1. ANTENNA POSITION ARE LEFT TO RIGHT FROM FRONT OF ANTENNA.
	2 (TOP)	-	AIR ANTENNA B1/S (TOP)	INTEGRATED WITHIN ARR649	-	-	-	-	
	3	0"	AIR ANTENNA B7D (BOTTOM)	INTEGRATED WITHIN ARR649	-	-	-	-	
	4	-	8-PORT ANTENNA	(1) RADIO 448 B5312	111'-0"	(24) FIBER JUMPERS	(1) 5X18 HYBRID CABLE	160'	
BETA SECTOR	1	-	8-PORT ANTENNA	(1) RADIO 448 B5312	111'-0"	(24) FIBER JUMPERS	(1) 5X18 HYBRID CABLE	160'	NOTE: 1. ANTENNA POSITION ARE LEFT TO RIGHT FROM FRONT OF ANTENNA.
	2 (TOP)	-	AIR ANTENNA B7G (TOP)	INTEGRATED WITHIN ARR649	-	-	-	-	
	3	12"	AIR ANTENNA B7D (BOTTOM)	INTEGRATED WITHIN ARR649	-	-	-	-	
	4	-	8-PORT ANTENNA	(1) RADIO 448 B5312	111'-0"	(24) FIBER JUMPERS	(1) 5X18 HYBRID CABLE	160'	
GAMMA SECTOR	1	-	8-PORT ANTENNA	(1) RADIO 448 B5312	111'-0"	(24) FIBER JUMPERS	(1) 5X18 HYBRID CABLE	160'	NOTE: 1. ANTENNA POSITION ARE LEFT TO RIGHT FROM FRONT OF ANTENNA.
	2 (TOP)	-	AIR ANTENNA B7G (TOP)	INTEGRATED WITHIN ARR649	-	-	-	-	
	3	30"	AIR ANTENNA B7D (BOTTOM)	INTEGRATED WITHIN ARR649	-	-	-	-	
	4	-	8-PORT ANTENNA	(1) RADIO 448 B5312	111'-0"	(24) FIBER JUMPERS	(1) 5X18 HYBRID CABLE	160'	



1933 WRIGHT PLACE, SUITE 140
CARLSBAD, CALIFORNIA 92009



301 E. MICHIGAN PARKWAY
SANTA ANA, CALIFORNIA 92701

PROJECT INFORMATION
FIRSTNET BY AT&T SITE
ID: C458
PSTN # 415-000-0001
2260 NW INDEPENDENCE HIGHWAY
ALBANY, OREGON 97121

CURRENT ISSUE DATE:
01/03/23

ISSUED FOR:

ZONING

REV. DATE DESCRIPTION BY

0	01/03/23	IMP. JOURNAL	JV
1	01/23/23	REV. ZONING	RS



PLANS PREPARED BY

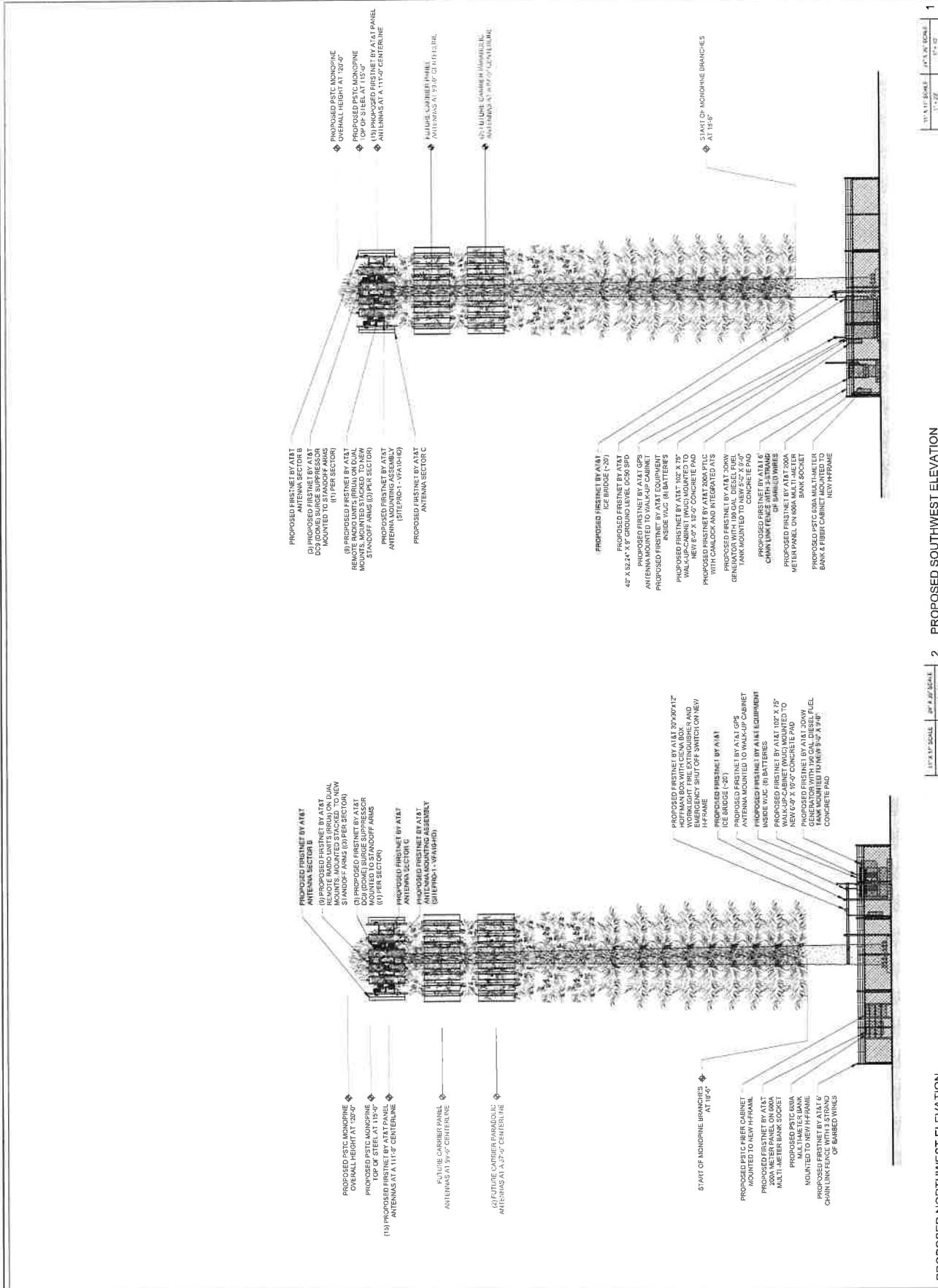
MODUS, LLC
1614 SE 10TH AVE
PORTLAND, OR 97214

LICENSURE

SHEET TITLE

PROPOSED SOUTHWEST
AND NORTHWEST
ELEVATIONS

SHEET NUMBER
A5 0



**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 2024 -- #1

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-
 - ¾" 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/Commercial Accounts 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 20th to January 20th.

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 20th to January 20th.

DATED: This 9th day of January 2023.

Mayor

City Administrator

**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 2024 -- 2

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 shall be raised by \$3.00 July 1, 2024, and shall be raised by an additional \$3.00 on July 1, 2025. Rates are presented below.

Section 2. Commercial Rates shall be raised by 10% July 1, 2024.

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 20th through 22nd 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 _____, 2024.

Mayor

City Administrator