ADAIR VILLAGE CITY COUNCIL-Final City Hall - 6030 Wm. R Carr Av.

****Tuesday, June 7, 2022 - 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 May 3, 2022 (Attachment A)
 - b. Bills List through May 31, 2022 (Attachment B)
- 3. PUBLIC COMMENT (Please limit comments to 3 minutes)

STAFF	

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

5. OLD BUSINESS:

a) Paul Johal/Gas Station (Attachment H)

Action: Discussion

Pat Hare

b) Founders Day Activities (Staff Report Attachment I) Pat Hare
Action: Decision

6. NEW BUSINESS:

a) Franchise Agreements (Attachment J)

Action: Decision

Pat Hare

7. ORDINANCES, RESOLUTIONS, AND PROCLAMATIONS:

a) Resolution 2022-3 Budget Appropriations (Attachment K)

Action: Decision

Pat Hare

b) Resolution 2022-4 State Revenue Sharing (Attachment L)

Action: Public Hearing & Decision

Pat Hare

c) Resolution 2022-5 Supplemental Budget (Attachment M) Pat Hare
Action: Public Hearing Decision

d) Resolution 2022-6 Interfund Loan (Attachment N)
Action: Public Hearing Decision

8. EXECUTIVE SESSION

a) N/A
Action: n/a

9. COUNCIL and MAYOR COMMENTS:

10. ADJOURNMENT:

Next meetings -

City Council –Tuesday, July 12, 2022 6:00 PM Planning Commission – June 21, 2022 6:00pm

Pat Hare

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

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

S:\Admin\City Council\Meetings\2022 Meetings\220607 CC Mtg\Agenda 220607.docx

ADAIR VILLAGE CITY COUNCIL MINUTES 6030 William R. Carr Avenue

****Tuesday, May 3, 2022 – 6:00 PM****

Agenda Item	Action
1. Roll Call: City Council Members present: Councilors Ray, Fuller and Mayor Currier were present Councilor Officer was absent. City Attorney Sean Kidd was present. CA (City Administrator) Hare was present. Minutes were taken by CA Hare.	Mayor Currier called the meeting to order at 6:00 PM.
2. Consent Calendar (Agenda Item 2). Minutes of the April 5, 2022 City Council Meeting. Bills List through April 30, 2022, (\$190,530.44 total).	Councilor Fuller moved to approve the Consent Calendar. Councilor Ray seconded. Unanimous Approval (3-0).
3. Public Comment (Agenda Item 3). None.	
4. Attachment C – Sheriff's Report (Agenda Item 4a).	Council received the report.
5. Attachment D- CSO Report (Agenda Item 4b).	Council received the report.
 6. Attachment E - City Administrator Report (Agenda Item 4c). CA Hare presented the report. Administration UGB Expansion - Update Tangent - Update ODFW/Santiam - Update Property/Businesses AVIS - The City is still in discussions with Boise and GP about the contaminants that need to be disposed of. Barracks - ALH has asked if the city can match the \$5,000.00 grant from the Siletz tribe to get started on the electrical work Store/Restaurant - The store continues to do well and has 	Council received the report. Councilor Ray moved to approve the \$5,000 to ALH Councilor Fuller Seconded. Unanimous Approval (3-0).

 Cookie Binge – Linda expressed a need for more room so we're looking into possibilities of remodeling the existing facility. Major Projects/Engineering Water Plant – Finally the two pumps have been delivered and next week the company will be back down to install them. Once that is done we will have the SCADA installed and be able to fire it up. Calloway Creek – Dennis is still waiting for the wetland delineation. Hospital Hill Waterline – The clearing for the line is all complete and they have welded all the pipe together. They will begin digging the trench this week. Wastewater Plant – Work is progressing at the plant and the new PW building has been delivered to the site. Main Transmission Line – The wetland delineation is currently in process and we hope to begin actual design over the next few months. 	
7. Attachment F – Public Works Report (Agenda Item 4d).	Council received the report.
8. Attachment G - Financial Report (Agenda Item 4e). CA Hare presented the report. Income shown for Fiscal Year 2021-2022 is \$5,995,021.85 and expenses are \$2,304,756.00. The balance in the Local Government Investment Pool is approximately \$3,443,942.08, last year the balance was \$2,751,797.39.	Council received the report.
0 Att house II Doub Inhal/Con Station (Acondo Itam 50)	Council discussed the matter.
9. Attachment H- Paul Johal/Gas Station— (Agenda Item 5a).	
10. Attachment I – Audit Contract (Agenda Item 6a).	Councilor Fuller moved to. Councilor Ray seconded. Unanimous Approval (3-0).
11. Council and Mayor Comments (Agenda Item 9):	
Mayor Currier – None.	
Councilor Ray – None.	
Councilor Officer - None.	

, June 7, 2022, at 6:00 PM.	Mayor Currier adjourned the meeting at 8:05PM.
	, June 7, 2022, at 6:00 PM.

ADAIR VILLAGE BUDGET COMMITTEE MINUTES-Draft 6030 William R. Carr Avenue

****Tuesday, May 3, 2022 – 6:00 PM****

Agenda Item	Action
1. Roll Call: Members present: Committee members Snyder and Herzbrun were present. Committee Member Ziegler was present via telephone Committee member Packard wasn't present. Councilors Fuller, Ray, and Mayor Currier were present Councilor Officer wasn't present. CA (City Administrator) Pat Hare, the 2022 Budget Officer, was lead staff for the meeting.	Chair Herzbrun called the meeting to order at 6:00PM and led the flag salute.
2. Public Comment (Agenda Item 2). None.	
3. Attachment A - Minutes of the April 12, 2022 Budget Committee Meeting (Agenda Item 3a).	Councilor Fuller moved to approve the Minutes as presented. Councilor Ray seconded. Unanimous Approval (6-0)
4. Use of State Revenue Sharing (Agenda Item 3b).	
A public hearing was opened to discuss the State Revenue Sharing monies.	Chair Herzbrun opened the Public Hearing at 6:05PM.
Public Comment – None.	Chair Herzbrun closed the Public Hearing at 6:08PM.
Members of the committee talked about	Committee member Snyder moved to accept State Revenue Sharing Funds. Councilor Ray seconded. Unanimous Approval (6-0).
5. Attachment B – Review of 2022-23 Updated Budget.	Councilor Ray recommend and approved the Budget to City Council. Councilor Fuller seconded. Approval (6-0)
6. Adjournment:	Chair Herzbrun adjourned the meeting at 6:26PM.

May 2022 Bills	Date	Amount
	5/3/2022	\$3,579.76
	5/12/2022	\$10,909.44
	5/12/2022	\$2,621.24
	5/19/2022	\$131,254.80
	5/26/2022	\$264,500.67

Total

\$412,865.91

City of Adair Villa	age		•	nvoice Report4 g period: 05/22	1			May 03,	Page: 1 2022 09:05AM
Invoice Number	Sequence Number	Description	Туре	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
I50 A & B Septi 55285		Tangent	Invoice	05/03/2022	06/03/2022	301.50		301.50	100-900-52115
-Total 5528	85:				12	301.50	.00	301.50	
55331	1	Tangent	Invoice	05/03/2022	06/03/2022	190.00		190.00	100-900-52115
Total 5533	31:					190.00	.00	190.00	
5428	1	Tangent	Invoice	05/03/2022	06/03/2022	260.00		260.00	100-900-52115
Total 554	28:					260.00	.00	260.00	
5446	1	Tangent	Invoice	05/03/2022	06/03/2022	105.00		105.00	100-900-52115
Total 554	46:					105.00	.00.	105.00	
5449	1	Tangent	Invoice	05/03/2022	06/03/2022	550.00		550.00	100-900-52115
Total 554	49:					550.00	.00	550.00	
5493	1	Tangent	Invoice	05/03/2022	06/03/2022	310.00		310.00	100-900-52115
Total 554	93:					310.00	.00	310.00	
5508	1	Tangent	Invoice	05/03/2022	06/03/2022	555.00		555.00	100-900-52115
Total 555	08:					555.00	.00.	555.00	
5530	1	Tangent	Invoice	05/03/2022	06/03/2022	155.00		155.00	100-900-52115
Total 555	i30:					155.00	.00	155.00	
5531	1	Tangent	Invoice	05/03/2022	06/03/2022	105.00		105.00	100-900-52115
Total 555	531:					105.00	.00	105.00	مراجسرات
Total 150	A & B Septic:					2,531.50	.00.	2,531.50	258
2300 Delapoer 1908		ys at Law I General City matters	Invoice	05/02/2022	06/02/2022	805.00		805.00	100-900-52017
Total 190		Constant only manager				805.00	.00.	805.00	10
		dd Attomeys at Law:				805.00	.00	805.00	05/9
10tal 250									_
22-14510		1 Monthly Coliform	Invoice	05/02/2022	05/30/2022	37.00		37.00	
Total 22-	-14510:					37.00	.00.	37.00	20101
Total 252	20 Edge Analyt	ical, Inc:				37.00	.0.	37.00	
1670 NW Natu		1 1407224-3	Invoice	05/03/2022	05/19/2022	31.86	i	31.86	100-900-5210
04282022		1 1407224-3	Invoice	05/03/2022	05/19/2022	31.86	ı	31.00	, 100-200-02

City of Adair Village		Adair Village Unpaid Invoice Report4 Posting period: 05/22						May 03	Page: 2 , 2022 09:05AM
Invoice Number	Sequence Number	Description	Туре	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 042	82022:					31.86	.00	31.86	
	O NW Natural:					31.86	.00	<u></u>	35192
4800 One Call (2040320 2040320	1	OR Utility Notification Center OR Utility Notification Center	Invoice Invoice	05/03/2022 05/03/2022	05/30/2022 05/30/2022	37.20 37.20		37.20 37.20	500-420-52109 510-430-52109
Total 204	0320:					74.40	.00	74.40	-10 100
Total 480	0 One Call Cor	ncepts Inc:				74.40	.00.	74.40	<i>3611.</i>
1980 Oregon D NQ23WSC-024		WW Operator Certificate Annual Su	Invoice	05/03/2022	07/01/2022	100.00		100.00	510-430-52107
Total WC	223WSC-0242:					100.00	.00	100.00	05191
Total 498	30 Oregon DEQ	:				100.00	.00	100.00	<i>} }! (</i> €
Total :						3,579.76	.00.	3,579.76	$\overline{}$
Grand To	otals:					3,579.76	.00	3,579.76	
								1	
Summary by Gr	eneral Ledger A	Account Number					29	5/3	129

Summary by General Ledger Account Number

Debit	Credit	Net
805.00	.00	805.00
31.86	.00	31.86
2,531.50	.00	2,531.50
37.00	.00	37.00
37.20	.00	37.20
100.00	.00	100.00
37.20	.00	37.20
3,579.76	.00	3,579.76
	805.00 31.86 2,531.50 37.00 37.20 100.00 37.20	805.00 .00 31.86 .00 2,531.50 .00 37.00 .00 37.20 .00 100.00 .00 37.20 .00

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
05/22	3,579.76	.00	3,579.76
Grand Totals:			
	3,579.76	.00	3,579.76

City of Adair Vill	age			nvoice Report4 g period: 05/22	1			M ay 12,	Page: 1 2022 08:30AM
Invoice Number	Sequence Number	Description	Туре	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
1340 Caselle In	c.							583.20	500-420-52114
117065	1	•	Invoice	05/01/2022	06/01/2022	583.20		388.80	100-900-52114
117065	2	•	Invoice	05/01/2022	06/01/2022	388.80		194.40	510-430-52114
117065	3	•	Invoice	05/01/2022	06/01/2022	194.40 64.80		64.80	200-410-52114
117065	4	· -	Invoice	05/01/2022	06/01/2022	64.80		64.80	520-440-52114
117065	5	Monthly Software Hosting Fee	Invoice	05/01/2022	06/01/2022	04.80			
Total 117	065:					1,296.00	.00	1,296.00	
Total 134	0 Caselle Inc.:					1,296.00	.00	1,296.00	25195
1410 Century L		Plane	Invoice	05/05/2022	05/14/2022	53.95		53.95	500-420-52110
04252022	1	Phone	mvoice	05/05/2022	3071472022			53.95	
Total 042	52022:				9	53.95	.00		25196
Total 141	0 Century Link:					53.95 	.00	53.95	27116
1610 Civil Wes	t Engineering				00/00/0000	443.75		443.75	500-420-52020
1001.001.004	1		Invoice	05/02/2022	06/02/2022 06/02/2022	100.50		100.50	100-900-52020
1001.001.004		Misc Services - Other	Invoice	05/02/2022	06/02/2022	1,147.50		1,147.50	100-900-52020
1001.001.004	3	Misc Services Development Revie	Invoice	05/02/2022	00/02/2022				-
Total 100	1.001.004:					1,691.75	.00	1,691.75	
1001.028.023	1	WWTP Headworks & Trickling Filter	Invoice	05/02/2022	06/02/2022	3,036.53		3,036.53	510-430-52020
Total 100	1.028.023:					3,036.53	.00	3,036.53	
1001.029.011	1	WWTP Improvements	Invoice	05/02/2022	06/02/2022	31.75		31.75	510-430-52020
Total 100	01.029.011:					31.75	.00	31.75	
1001.031.010	9	Hospital Hill and Calloway Waterma	Invoice	05/02/2022	06/02/2022	3,558.00		3,558.00	500-420-53502
)1.031.010:	,				3,558.00	.00	3.558.00	
		I MACD Waterline Penlesement	Invoice	05/02/2022	06/02/2022	422.00	-	422.00	500-420-53503
1001.032.009		HMGP Waterline Replacement	Invoice	33.32.===	,	422.00	.00	422.00	e
Total 100	01.032.009:							7	25107
Total 161	10 Civil West E	ngineering Services Inc:				8,740.03	.00.	V 8,740.03	25197
2270 De Lage 76299075		cial Services Inc. infinancial services	Invoice	05/10/2022	06/01/2022	131.00		131.00	100-900-52019
Total 762	299075:					131.00	.00.	131.00	
		nden Financial Services Inc.:				131.00	.00	131.00	15141
2520 Edge Ana						-			540 400 5010
22-14519		1 Waste Water	Invoice	05/05/2022	06/05/2022	90.00		90.00	510-430-52104 -
Total 22-	-14519:					90.00	.00.	90.00	<u>-</u>
									100-900-5211

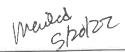
City of Adair Villa	age		•	nvoice Report g period: 05/22	4			May 12	Page: 2 2022 08:30AM
Invoice Number	Sequence Number	Description	Туре	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 22-1	14520					90.00	.00	90.00	
	0 Edge Analytic	al, Inc:				180.00	.00.	180.00	25199
4430 Mid-Valley 05012022	/ Newspapers	Classified Package	Invoice	05/03/2022	06/03/2022	348.00		348.00	100-900-52010
Total 0501	12022·					348.00	.00	348.00	
	0 Mid-Valley Ne	ewspapers:				348.00	.00	348.00	25 200
5780 Republic S 0452-00474903		3-0452-0023479	Invoice	05/10/2022	05/20/2022	38.80		38.80	100-900-52109
	2-004749033:					38.80	.00	38.80	
0452-00476233		3-0452-0340655	Invoice	05/10/2022	05/20/2022	121.66		121.66	510-430-52109
Total 0452	2-004762334:					121.66	.00	121.66	
Total 5780	0 Republic Sen	vices #452:				160.46	.00	160.46	25,90
Total :						10,909.44	.00	10,909.44	:
Grand Tot	otals:					10,909.44	.00	10,909.44	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-900-52010	348.00	.00	348.00
100-900-52019	131.00	.00.	131.00
100-900-52020	1,248.00	.00	1,248.00
100-900-52109	38.80	.00	38.80
100-900-52114	388.80	.00	388.80
100-900-52115	90.00	.00.	90.00
200-410-52114	64.80	.00	64.80
500-420-52020	443.75	.00	443.75
500-420-52110	53.95	.00	53.95
500-420-52114	583.20	.00	583.20
500-420-53502	3,558.00	.00	3,558.00
500-420-53503	422.00	.00	422.00
510-430-52020	3,068.28	.00	3,068.28
510-430-52104	90.00	.00	90.00
510-430-52109	121.66	.00	121.66
510-430-52114	194.40	.00	194.40
520-440-52114	64.80	.00	64.80
Grand Totals:	10,909.44	.00	10,909.44

Unpaid Invoice Report - .4 City of Adair Village May 12, 2022 08:30AM Posting period: 05/22 Net Debit Credit GL Posting Period .00 10,909.44 05/22 10,909.44 Grand Totals: 0.909.44 .00 10,909.44

Page: 3



Page: 1 Unpaid Invoice Report - .4 City of Adair Village May 12, 2022 10:49AM Posting period: 05/22 GL Account Net Invoice Invoice Discount Due Invoice Description Туре Sequence Invoice Check Amount Number Amount Date Amount Date Number Number 690 Bank of America 50.00- 500-420-52013 04/23/2022 05/19/2022 50.00-Invoice 1 OR Health Auth Refund 05122022 🖒 50.00- 510-430-52013 05/19/2022 50.00-04/23/2022 2 OR Health Auth Invoice 05122022 53.64 100-900-52002 53.64 04/23/2022 05/19/2022 Invoice 3 Staples 05122022 128.69 100-900-52002 04/23/2022 05/19/2022 128.69 Invoice 4 Home Depot 05122022 226.11 100-900-52110 05/19/2022 226.11 04/23/2022 Invoice 5 8 x 8 05122022 93.57 100-900-52002 04/23/2022 05/19/2022 93.57 6 Staples Invoice 05122022 160.00 100-300-52111 04/23/2022 05/19/2022 160.00 TB* Dealightful Family Founder's D Invoice 05122022 40.49 100-900-52002 04/23/2022 40.49 Invoice 05/19/2022 05122022 70.00- 500-420-52107 70.00-05/19/2022 Invoice 04/23/2022 OR Health Auth Refund 05122022 20.00 500-420-52014 05/19/2022 20.00 04/23/2022 Invoice 05122022 10 Les Schwab Tires 75.12 500-420-52002 05/19/2022 75.12 04/23/2022 Invoice 11 Home Depot 05122022 100-300-52002 202.98 202.98 05/19/2022 04/23/2022 12 Coastal Farms Invoice 05122022 9.95 500-420-52002 05/19/2022 9.95 04/23/2022 13 Wilco Invoice 05122022 840.55 .00 840.55 Total 05122022: 840.55 .00 840.55 Total 690 Bank of America: 5300 Pacific Power/PacificCorp 1,780.69 500-420-52109 05/10/2022 06/10/2022 1,780.69 1 02099381-0017 Invoice 05102022 🤇 .00 1,780.69 1,780.69 Total 05102022: 1,780.69 1,780.69 .00 Total 5300 Pacific Power/PacificCorp: 2,621.24 2,621.24 .00 Total: 2,621.24 2,621.24 .00

Summary by General Ledger Account Number

Grand Totals:

Debit	Credit	Net
202.98	.00	202.98
160.00	.00	160.00
316.39	.00	316.39
226.11	.00	226.11
85.07	.00	85.07
.00	50.00-	50.00-
20.00	.00	20.00
.00	70.00-	70.00-
1,780.69	.00	1,780.69
.00	50.00-	50.00
2,791.24	170.00-	2,621.24
	202.98 160.00 316.39 226.11 85.07 .00 20.00 .00 1,780.69	202.98 .00 160.00 .00 316.39 .00 226.11 .00 85.07 .00 .00 .50.00- 20.00 .00 .00 .70.00- 1,780.69 .00 .00 .00

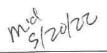
Summary by General Ledger Posting Period

City of Adair Village			Unpald Invoice Report4 Posting period: 05/22	Page: 2 May 12, 2022 10:49AM
CI Posting Period	Debit	Credit	Net	

GL Posting Period	Debit	Credit	Net
04/22	1,010.55	170.00-	840.55
05/22	1,780.69	.00	1,780.69

Grand Totals:

2,791.24 170.00- 2,621.24



City of Adair Village	•			nvoice Report g period: 05/22	4			May 19	Page: 1 , 2022 08:17AM
Invoice Number	Sequence Number	Description	Туре	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
1520 CIS TRUST				05/45/0000	06/01/2022	1,068.05		1,068.05	100-100-51010
JUNE 2022 FIN	1	Employee Health Ins	Invoice	05/15/2022 05/15/2022	06/01/2022	66.75		66.75	100-200-51010
JUNE 2022 FIN	2	• •	Invoice	05/15/2022	06/01/2022	400.52		400.52	100-300-51010
JUNE 2022 FIN	3	Employee Health Ins	Invoice	05/15/2022	06/01/2022	333.77		333.77	200-410-51010
JUNE 2022 FIN	4	Employee Health Ins	Invoice Invoice	05/15/2022	06/01/2022	3,204.16		3,204.16	500-420-51010
IUNE 2022 FIN	5	Employee Health Ins		05/15/2022	06/01/2022	1,335.07		1,335.07	510-430-51010
UNE 2022 FIN	6	Employee Health Ins	Invoice Invoice	05/15/2022	06/01/2022	267.01		267.01	520-440-51010
UNE 2022 FIN	7	Employee Health Insurance	MAGICE	03/13/2022	00/01/2022			0.075.20	
Total JUNE	2022 FINAL	INVOICE:			2	6,675.33	.00.	6,675.33	~ - d
Total 1520 C	CIS TRUST:					6,675.33	.00	6,675.33	25008
1800 Consumers 05092022		1152418	Invoice	05/09/2022	06/01/2022	145.17		145.17	510-430-52109
Total 05092	n22·					145.17	.00	145.17	
	Consumers F	Power Inc.:				145.17	.00.	V145.17	25205
i040 Oregon Hea									500 400 50407
5062022 PWS	1	Annual Water System Fee	Invoice	05/18/2022	07/16/2022	900.00		900.00	500-420-52107
Total 05062	022 PWS ID	OR4100003:				900.00	.00.	900.00	25210
Total 5040 (Oregon Heal	th Authority:				900.00	.00.	900.00	0 30 10
5 210 OreVac Wes 5986		Public Works	Invoice	05/02/2022	06/01/2022	6,575.00		6,575.00	510-430-52011
Total 6986:						6,575.00	.00	6,575.00	ē.
Total 5210 (OreVac Wes	it Inc.:				6,575.00	.00	6,575.00	25211
6230 Simply Payr	oll			05/00/0000	06/09/2022	135,00		135.00	100-900-52019
17447	1	Payroll	Invoice	05/09/2022	06/09/2022				ē.
Total 17447	':					135.00	.00	D 2	20212
Total 6230	Simply Payro	oil:				135.00	.00.	135.00	
6290 Smith-Waga			Invoice	05/16/2022	06/15/2022	2,275.00		2,275.00	100-900-52019
D1177	1	Financial Consulting	HIVOICE	00/10/2022	00, 10,2022	2,275.00	.00	2,275.00	=
Total D1177	7:						-		2012
Total 6290	Smith-Waga	r Brucker Consulting, LLC:				2,275.00	.00	2,275.00	
7274 US Bank E d 472044718		nance 1 Equipment Finance	Invoice	05/13/2022	05/31/2022	131.00		131.0	0 100-900-52023
						131.00	.0	0 131.0	0
Total 47204	14718:								

Invoice Sequence Description Type Invoice Due Invoice Invoice Invoice Due Invoice Due Invoice Invoice Invoice Due Invoice	City of Adair Villa	age		•	nvoice Report g period: 05/22	.4			May 19	Page: 2 , 2022 08:17AM
9905805847 1 Phone Invoice 05/13/2022 05/29/2022 64.19 64.19 10-905805847 9905805847 2 Phone Invoice 05/13/2022 05/29/2022 97.73 97.73 510-430 9905805847 3 Phone Invoice 05/13/2022 05/29/2022 97.73 97.73 500-420 05/29/2022 97.73 97.73 500-420 05/29/2022 97.73 97.73 500-420 05/13/2022 05/29/2022 97.73 97.73 500-420 05/29/2022 97.73 97.73 500-420 05/13/2022 05/29/2022 05/29/2022 97.73 97.73 500-420 05/13/2022 05/29/2022 05			Description	Туре	****					GL Account Number
9905805847 1 Phone Invoice 05/13/2022 05/29/2022 97.73 97.73 510-430 9905805847 2 Phone Invoice 05/13/2022 05/29/2022 97.73 97.73 500-420 9905805847 3 Phone Invoice 05/13/2022 05/29/2022 97.73 97.73 500-420 9905805847: Total 9905805847: Total 7130 Verizon: 7484 Wildish Paving Co. EIGHT 1 Adair WWTP Improvements Invoice 05/17/2022 06/17/2022 114,158.65 114,158.65 510-43 114,158.65 1.00 114,158	7130 Verizon				05/43/2002	n=100/0000	64.19		64.19	100-900-52110
9905805847 2 Phone Invoice 05/13/2022 05/29/2022 97.73 97.73 500-42/2022 105/29/2022 97.73 97.73 500-42/2022 59.65 .00 259.65 257 257 259.65 .00 259.65 257 259.65 .00 259.65 257 259.65 .00 259.65 .0	9905805847	•							97.73	510-430-52110
9905805847 3 Phone Invoice 05/15/252 259.65 .00 259.65 257 259.65 Total 9905805847: Total 7130 Verizon: 259.65 .00 259.0									97.73	500-420-52110
Total 7130 Verizon: 7484 Wildish Paving Co. EIGHT 1 Adair WWTP Improvements Invoice 05/17/2022 06/17/2022 114,158.65 114,158.65 510-43 Total EIGHT: 114,158.65 .00 114,158.65 2.57 Total 7484 Wildish Paving Co.: 114,158.65 .00 114,158.65 .00 114,158.65			Priorie	IIIVOIGG	33,73,====		259.65	.00	259.65	25215
EIGHT 1 Adair WWTP Improvements Invoice 05/17/2022 06/17/2022 114,158.65 114,158.65 114,158.65 2 57 Total EIGHT: 114,158.65 .00 114,158.65 2 57 Total 7484 Wildish Paving Co.: 114,158.65 .00 114,158.65 .00 131,254.80 .00 131,254.80	Total 713	0 Verizon:					259.65	.00.	259.65	
Total EIGHT: 114,158.65 .00 114,158.65 .00 114,158.65 .00 114,158.65 .00 131,254.80 .00 131,254.80		aving Co.	Adair WWTP Improvements	Invoice	05/17/2022	06/17/2022	114,158.65		-	510-430-53005
Total 7484 Wildish Paving Co.:	Total EIG	HT:					114,158.65	.00.		25216
Total: 131,254.80 .00 131,254.80	Total 748	4 Wildish Pavi	ng Co.:				114,158.65	.00.	114,158.65	
	Total :						131,254.80	.00.	131,254.80	
Grand Totals: 131,254.8000 131,254.80		tale:					131,254.80	.00	131,254.80	-

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net	
100-100-51010	1,068.05	.00	1,068.05	
100-200-51010	66.75	.00	66.75	
100-300-51010	400.52	.00	400.52	
100-900-52019	2,410.00	.00	2,410.00	
100-900-52023	131.00	.00	131.00	
100-900-52110	64.19	.00	64.19	
200-410-51010	333.77	.00	333.77	
500-420-51010	3,204.16	.00	3,204.16	
500-420-52107	900.00	.00	900.00	
500-420-52110	97.73	.00	97.73	
510-430-51010	1,335.07	.00	1,335.07	
510-430-52011	6,575.00	.00	6,575.00	
510-430-52109	145.17	.00	145.17	
510-430-52110	97.73	.00	97.73	
510-430-53005	114,158.65	.00	114,158.65	
520-440-51010	267.01	.00	267.01	
Grand Totals:	131,254.80	.00	131,254.80	
į:		~		1,90
ummary by General Ledger P	osting Period			51° L

GL Posting Period	Debit	Credit	Net
05/22	131,254.80	.00	131,254.80
Grand Totals:			
===	131,254.80	.00	131,254.80

City of Adair Village				Unpaid Invoice Report4 Posting period: 05/22
Summary by General	Ledger Posting	Period	=======================================	
GL Posting Period	Debit	Credit	Net	

Page: 3

May 19, 2022 08:17AM

City of Adair Villag	ge			nvoice Report4 g period: 07/22				May 26,	Page: 1 2022 08:32AM
Invoice Number	Sequence Number	Description	Туре	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
1410 Century Lin 05112022		Phone	Invoice	05/24/2022	06/11/2022	96.33		96.33	510-430-52110
Total 05112	2022.					96.33	.00	96.33	
		Ohaaa	Invoice	05/26/2022	06/04/2022	97.03		97.03	500-420-52110
05262022		Phone			=	97.03	.00	97.03	
Total 0526	2022:				9	193.36	.00	193.36	
Total 1410	Century Link:				=	190.00			
1550 City of Con 4504632		Fuel	Invoice	05/15/2022	06/15/2022	484.11		484.11	500-420-52014
Total 4504						484.11	.00	484.11	
	City of Corval	llis:			3	484.11	.00	484.11	
1800 Consumers	•				-				
5192022		1152400	Invoice	05/24/2022	06/15/2022	1,129.00		1,129.00	200-410-52109
	2		Invoice	05/24/2022	06/15/2022	30.50		30.50	100-300-52109
05192022 05192022	3		Invoice	05/24/2022	06/15/2022	166.65		166.65	100-900-52109
05192022	4		Invoice	05/24/2022	06/15/2022	30.50		30.50	100-900-52109
05192022	5		Invoice	05/24/2022	06/15/2022	80.04		80.04	
	_	1154211	Invoice	05/24/2022	06/15/2022	54.71		54.71	500-420-52109
05192022	7		Invoice	05/24/2022	06/15/2022	558.39		558.39	510-430-52109
05192022	8		Invoice	05/24/2022	06/15/2022	179.92		179.92	
05192022			Invoice	05/24/2022	06/15/2022	30.05		30.05	
05192022 05192022	9 10	1152415	Invoice	05/24/2022	06/15/2022	30.05		30.05	100-900-52109
Total 0519	92022:					2,289.81	.00	2,289.81	2
Total 1800) Consumers I	Power Inc.:				2,289.81	.00.	2,289.81	5
7489 M L Houck	c Construction	n Co	1	05/06/2002	06/26/2022	258,435.39		258,435.39	500-420-53502
1001-031	1	Hospital Hill and Calloway Waterma	Invoice	05/26/2022	00/20/2022		.00.	258,435.39	
Total 1001	1-031:					258,435.39	-		-
Total 7489	9 M L Houck C	Construction Co:				258,435.39	.00		-
4980 Oregon Di WQ23SOM-000		Water Quality Permit Annual Invoic	Invoice	05/13/2022	07/01/2022	3,098.00	. ———	3,098.00	500-420-5210 -
Total WQ	23SOM-0006:					3,098.00	.0	3,098.00	_
Total 498	0 Oregon DEC	Σ:				3,098.00	.0	0 3,098.00) —
Total :						264,500.67	.0.	0 264,500.6	7
	otals:					264,500.67	.0	0 264,500.6	7

GL Account Number	Debit	Credit	Net
100-300-52109	30.50	.00	30.50
100-900-52109	227.20	.00	227.20
200-410-52109	1,129.00	.00	1,129.00
500-420-52014	484.11	.00	484.11
500-420-52107	3,098.00	.00.	3,098.00
500-420-52109	84.76	.00	84.76
500-420-52110	97.03	.00	97.03
500-420-53502	258,435.39	.00.	258,435.39
510-430-52109	818.35	.00	818.35
510-430-52110	96.33	.00	96.33
Grand Totals:	264,500.67	.00	264,500.67

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net	
05/22	264,500.67	.00	264,500.67	227
Grand Totals:	264,500.67	.00	264,500.67),
			8	
			80	5/26/22
				1

ADAIR VILLAGE PATROL Arpil 25, 2022 - May 24, 2022

Log
ctivity
trol A
air Pa
e - Ad
Offic
eriff's
ty Sh
Coun
Benton

i			1	_	Con-	Traffic	Ā	Arrests	Selvin
Date/IIme	# E	l otal i ime	Depuis	1	tacts	Warn Cite	e Cite	Cust	
			Patrol						
042522 08:42:29	2022070440	1:02:17 Young	Young						patrol city streets, parks, county roads and highway 99w. No traffic violations observed, everyone driving very responsible after
				day	n			, 0	calloway creek area.
042822 08:50:35	2022072387	6:13:28 Lochner	Lochner	day					no activity
	2022073473	1:43:43 Blaser	Blaser	swing					no activity
	2022073550	1:27:19	1:27:19 Drongesen	grave					Patrolled neighborhoods, park, and highway
050122 00:28:16 2022074116	2022074116	1:14:35	1:14:35 Drongesen	grave					Patrolled neighborhoods, parks, an highway
050122 06:52:00 2022074226	2022074226	6:10:37 Bottorff	Bottorff	day				/	Approving reports, work e-mails, typing eval. Patrolled Adair County Park. No stops or cites.
050122 18:15:36	2022074512	0:59:58	Fricke	swing					no activity
050422 15:28:13	2022076300	0:09:43 Moser	Moser	swing					no activity
050522 00:23:14	2022076575	1:52:34 Weikel	Weikel	grave					no activity
050622 01:10:13	2022077192	1:21:27	1:21:27 Hardison	grave					PATROLLED CITY STREETS/SCHOOL/BUSINESSES. NO ACTIVITY.
050722 01:06:30 2022077842	2022077842	1:28:43	1:28:43 Gevatosky	grave					no activity
050722 10:53:16 2022078021	2022078021	1:39:38	1:39:38 Lochner	day		2	2		Patrolled the city of Adair, I made 2 traffic stops, 2 warrant arrests, and issued 2 citations.
050822 04:27:04	2022078486	1:25:11	1:25:11 Drongesen	grave					Patrolled neighborhoods, park, and highway
050822 09:50:10 2022078554	2022078554	0:38:24 Blaser	Blaser	day					no activity
050922 05:08:51 2022078993	2022078993	0:44:22	0:44:22 Gordon	grave					по activity
050922 10:28:04 2022079111	2022079111	1:14:01	1:14:01 Lochner	day					no activity
050922 12:04:28 2022079164	2022079164	1:31:27 Young	Young	day			_		typing reports, waiting of CV follow up
051222 01:16:18 2022080761	2022080761	1:30:28	1:30:28 Hardison	grave					Patrolled city streets/schoolbusinesses/Calloway Creek/Highway 99W. No activity.
051222 08:59:01	2022080869	0:34:25 Glass	Glass	day					ATL suspect vehicle at 8064 NE Barberry, UTL. Report from SE Emily where vehicle was damaged over night.
051422 15:46:03	2022082442	0:42:10	0:42:10 Lochner	day					no activity
051522 10:19:20	2022082956	0:57:52	Blaser	day	2				handed out stickers at Adair county park
051522 13:07:39	2022083039	1:00:14	1:00:14 Lochner	day					patrolled the city of Adair,
051622 02:11:42 2022083406	2022083406	0:42:47	Gevatosky	grave					no activity
051722 02:33:21	2022084035	2:15:04	2:15:04 Weikel	grave					no activity
051822 13:19:12	2022084984	0:18:41	0:18:41 Vaughn	фау					no activity
051922 05:56:20	2022085383	0:58:48	0:58:48 Moser	grave					no activity
052022 01:23:46	2022085967	0:55:32	0:55:32 Gevatosky	grave					no activity
052222 01:52:11 2022087276	2022087276	0:59:51	Gevatosky	grave					no activity
052222 03:22:31	2022087303	0:56:07	0:56:07 Moser	grave					no activity
052322 07:33:11	2022087883		1:40:29 Blaser	day					no activity
052322 22:03:10	2022088358	1:59:49	Lovik	swing					no citizen contacts
052422 01:30:11 2022088424	2022088424		4:15:48 Hardison	grave	Н				ONE CITIZEN CONTACT/ALSO PATROLLED CITY STREETS/HIGHWAY 99W/SCHOOL/BUSINESSES/UDFW/CALLUWAT CREEN DEVELOPMENT,
052422 21:08:40 2022089033	2022089033		2:28:02 Heese	swing	1	3			3 TRAFFICDI CONTACTEPARK AND SCHOOL PATROL

ADAIR VILLAGE PATROL Arpil 25, 2022 - May 24, 2022

Reports Taken Young Horn Tominey Lochner Glass Fricke
4/25/2022 14:52 202201008 4/25/2022 14:52 202201008 5/4/2022 13:22 202201089 5/7/2022 11:50 202201127 5/12/2022 202201176 5/12/2022 202201176



PUBLIC WORKS

OPERATIONS AND MAINTENANCE REPORT

PERIOD: 4/20/2021 to 5/20/2022

WATER USE / DISTRIBUTION REPORT WATER USE REPORT

Water Produced: 4,345,922

Average Usage per Day 145k

WATER DISTRIBUTION REPORT

Maintenance Activity: Staff worked with contractors on the new water line installation. Staff found one leak on Johns place it was fixed the next day.

Collected quarterly; 2nd qt samples have been taken.

WASTEWATER TREATMENT REPORT

Flows into the WWTP keep fluctuating back and forth with spring rains. Due to late April rains and a faulty pump we had to start discharging to the river again. We sought and were granted a variance from DEQ.

Total Monthly Influent: 4.7 million Gallons

STORM WATER COLLECTION SYSTEM REPORT

Maintenance Activity: Storm drains remain clear.

STREETS MAINTENANCE REPORT

Maintenance Activity: Streets are in good shape. With warmer weather staff will begin spraying for weeds.

CITY HALL / PARKS AND WETLANDS

Maintenance Activity: Staff continue to keep up with vegetation maintenance even with the bad weather.

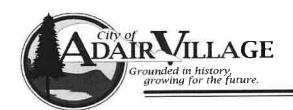
WATER TREATMENT PLANT

Maintenance Activity: The water plant ran for 3 days a week in the first part of May, The last week we will run 5 days a week.

WASTEWATER TREATMENT PLANT

Maintenance Activity: The wastewater treatment plant is running well. With no issues to report. Staff continues to assist contractors with the phase one construction.

Completed by Matt Lydon, Public Works Supervisor



CITY ADMINISTRATOR'S REPORT June 7, 2022 Council Meeting

Administration

- UGB Expansion Update
- Tangent Update
- ODFW/Santiam Update

Property/Businesses

- AVIS The city is working with GP and Boise to get the site cleared and provide dirt for capping contaminated areas.
- Barracks ALH received their grant from the Siletz Tribal Foundation, so I will be working with them to get rough electrical going in the barracks.
- Store/Restaurant The store continues to do well but Bella's is officially closed. Paul said one of the main reasons was that they couldn't get employees.
- Cookie Binge Linda expressed a need for more room so we're looking into possibilities of remodeling the existing facility.

Major Projects/Engineering

- Water Plant The city is working with TAG a SCADA installation company right now to get the Chlorination system up and going.
- Calloway Creek Dennis is still waiting for the wetland delineation.
- Hospital Hill Waterline We will be tying the new system in on June 6th.
- Wastewater Plant They laid the concrete foundation for the building on Thursday and then they will start constructing the structure next week.
- Main Transmission Line The wetland delineation is currently in process and we hope to begin actual design over he next few months.



CODE COMPLIANCE

May 2022
Willamette Valley Processors, Inc.
5/1/2022 to 5/31/2022
Jerry Jackson

A22-096	5/2/2022 12:25:00	Patrol City	Address	Memo	Notes
A22-097	5/2/2022 12:33:00	Trailer parked on lawn	236 NE Azalea Dr		
122-098	5/2/2022 12:34:00	Trailer parked on lawn	280 NE Cherry Ln		
122-099	5/2/2022 12:36:00	Solid Waste/Firewood	5224 NE Laurel Dr	2nd Warning mailed	
A22-100	5/3/2022 10:50:00	Patrol City/Office			
A22-101	5/11/2022 15:16:00	Patrol/City Hall			
A22-102	5/11/2022 15:37:00	Tall Grass	3115 NE Willamette	1st Warning mailed	Vacant
A22-103	5/11/2022 15:38:00	Tall Grass/Solid Waste	5224 NE Laurel Dr	3rd Warning mailed	\$10.00 fine
A22-104	5/11/2022 15:34:00	Tall Grass	4318 Holly Ln	1st Warning mailed	Vacant
A22-105	5/12/2022 12:28:00	Patrol City/Office			
A22-106	5/12/2022 12:28:00	Tall Grass	8838 Cori Ct	1st Warning mailed	Historically must be warned everytime
A22-107	5/12/2022 12:28:00	Basketball Hoop on sidewalk	8821 Cori Ct	1st Warning mailed	Historically must be warned everytime
A22-108	5/12/2022 12:32:00	Tall Grass	125 NE Columbia	1st Warning mailed	
A22-109	5/12/2022 12:34:00	Tall Grass	131 NE Columbia	1st Warning mailed	
A22-110	5/12/2022 12:34:00	Tall Grass	212 NE Azalea	1st Warning mailed	
A22-111	5/12/2022 12:34:00	Tall Grass	214 NE Azalea	1st Warning mailed	
A22-112	5/12/2022 12:34:00	Tall Grass	218 NE Azalea	1st Warning mailed	
A22-113	5/12/2022 12:35:00	Utility Trailer on lawn	236 NE Azalea	1st Warning mailed	
A22-114	5/12/2022 12:36:00	Tall Grass	253 Ne Azalea	1st Warning mailed	
A22-115	5/12/2022 12:37:00	Trees/Shrubs over sidewalk/road	165 NE Azalea	1st Warning mailed	
A22-116	5/12/2022 12:37:00	Tall Grass	168 NE Azalea	1st Warning mailed	
A22-117	5/12/2022 12:38:00	Tall Grass	174 NE Azalea	1st Warning mailed	
A22-118	5/12/2022 12:38:00	Tall Grass	176 NE Azalea	1st Warning mailed	
A22-119	5/13/2022 23:20:00	Patrol City/Office			
A22-120	5/13/2022 12:05:00	Tall Grass		1st Warning mailed	
A22-121	5/17/2022 11:50:00	Patrol City/Office			
A22-122	5/17/2022 12:05:00	Parked the wrong way	4200 Block Laurel	Warning 0567	
A22-123	5/18/2022 17:30:00	CERT Training			
A22-124	5/20/2022 10:35:00	Patrol/City Hall			
A22-125	5/23/2022 18:10:00	Patrol City			
A22-126	5/23/2022 18:11 pm	Illegal Parking	William R Carr	Warning 0568	
A22-127	5/23/2022 6:13:00	Illegal Parking	William R Carr	Warning 0569	
A22-128	5/23/2022 18:14:00	Illegal Parking	William R Carr	Warning 0570	
A22-129	5/23/2022 18:18:00	Four Illegal Signs	William R Carr/Arnold	Took to City Hall	
A22-130	5/23/2022 18:20:00	Tall Grass	ServePro		
A22-131	5/23/2022 18:26:00	Tall Grass	218 NE Azalea		
A22-132	5/23/2022 18:27:00	Trailer parked on lawn	236 NE Azalea		
A22-133	5/23/2022 18:29:00	Tall Grass	258 NE Azalea		
A22-134	5/23/22 18:29 pm	Tall Grass	260 NE Azalea		
A22-135	5/23/2022 18:31:00	Tall Grass	170 NE Azalea		
A22-136	5/23/2022 18:32:00	Illegal Sign	William R Carr/Columbia		
A22-137	5/23/2022 18:38:00	Parked on lawn	5224 NE Laurel	Warning 0571	Scott got mouthy
	J. Z. J. Z. J.				

A22-138	5/24/2022 12:10:00	Patrol/City Hall		
Prohibited Parking	9			
Illegal Sign	5			
Hoop in street	0			
Tall Grass	18			
Solid Waste	2			
Hoop in street	1			
Tree/Shrubs	1			

Started warnings off this grass season with new start - 1st Warning

- Emergency Management University of Utah online training for CERT
- Daily Patrol
- -Working with CERT Team/Emergency Management
- Training Karla is teaching CPR/First Aid/AED
- Monthly CERT Training
- · Working on update to Nuisance Ordinance



STAFF REPORT Attachment G – Financial Report

June 7, 2022 Council Meeting

Totals - Income shown for Fiscal Year 2021-2022 is \$6,217,216.54 and Expenses are \$2,539,722.11 which shows a Net Income of \$3,677,494.43 for all funds.

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

Fund	Income	Expenses	% of Budget	Difference
General	1,215,131.84	579,971.66	57.80%	635,160.18
Streets	387,498.49	201,714.24	74.50%	185,784.25
Water	1,190,904.75	942,956.69	43.70%	247,948.06
Wastewater	1,201,575.88	794,869.72	27.00%	406,706.16
Storm Drain	55,546.58	20,209.80	38.70%	35,336.78
SDC Fund	2,049,259.00	0.00	0.00%	2,049,259.00
Reserve	117,300.00	0.00	0.00%	117,300.00
TOTAL	\$6,217,216.54	\$2,539,722.11		3,677,494.43

We have approximately \$3,359,763.99 in the Local Government Investment Pool (LGIP). In January we had \$3,443,942.08. Last year at this time we had \$2,968,652.74. We also currently have approximately \$233,584.51 in Citizens Bank.

City of Adair Village PreLive Hosted 9,9,2019 Budget Worksheet Periods: 07/21-07/22 Page: 1 May 26, 2022 08:27AM

Report Criteria:

Print Fund Titles

Page and Total by Fund

Print Source Titles

Total by Source

Print Department Titles

Total by Department

All Segments Tested for Total Breaks

Account Number	Account Title	2021-22 Current year Budget	2021-22 Current year Actual	2021-22 Budget Remaining	2021-22 Budget Used %
General Fund					
General Fund					407.00/
100-000-40000	Beginning Fund Balance	400,000.00	550,512.00	150,512.00-	
100-000-40001	Property Taxes - Current	185,000.00	220,350.55	35,350.55-	
100-000-40002	Property Taxes - Prior Year	500.00	.00	500.00	.00
100-000-41010	Revenue Sharing	10,500.00	12,042.12	1,542.12-	
100-000-41020	Cigarette Taxes	1,000.00	964.65	35.35	96.5%
100-000-41030	Liquor Taxes	22,400.00	22,577.24		100.8%
100-000-41100	Tangent Contract	119,100.00	171,572.28	52,472.28-	
100-000-41200	Transient Lodging Tax	500.00	5,000.00	4,500.00-	
100-000-42001	Planning Fees	10,000.00	1,285.00-	11,285.00	-12.9%
100-000-42050	Fees - Other	.00	360.00	360.00-	.00
100-000-42060	SDC Administrative Fees	15,000.00	.00	15,000.00	.00
100-000-43001	Utility Franchise Fees	60,000.00	58,750.05	1,249.95	97.9%
100-000-46020	Residential Rent Revenue	22,800.00	34,736.90	11,936,90-	
100-000-46021	Property Lease or Rent	78,000.00	87,085.54	9,085.54-	111.6%
100-000-46023	Building Lease	32,000.00	9,891.87	22,108.13	30.9%
100-000-46024	Property Tax-Property Lease	4,900.00	00	4,900.00	.00
100-000-46027	Utilities-Property Lease	14,000.00	.00.	14,000.00	.00
100-000-46028	Room Rental	120.00	.00	120.00	.00
100-000-46031	Court Fees and Fines	.00.	.00	.00	.00
100-000-46032	Ordinance Violation Fines	1,500.00	.00	1,500.00	.00
100-000-46055	Refunds	200.00	1,061.00	861.00-	
100-000-46057	Miscellaneous	4,000.00	69.81	3,930.19	1.7%
100-000-47300	Parks Grant	.00	.00	.00.	.00
100-000-47900	COVID-19 Reimbursements	.00.	27,064.22	27,064.22-	.00
100-000-48000	Interest	12,000.00	14,378.61	2,378-61-	
100-000-49500	Transfer from Water Fund	.00	.00.	.00	.00
100-000-49530	Transfer from SDC Fund	.00.	.00	.00	.00
100-000-49600	Transfer from Reserve Fund	10,000.00	.00.	10,000.00	.00
Total Gener	al Fund:	1,003,520.00	1,215,131.84	211,611.84-	121.1%
City Administration	on				
100-100-50010	City Administrator	64,020.00	57,235.20	6,784.80	89.4%
100-100-50016	Utility/Court Clerk	8,417.00	7,023.87	1,393.13	83.4%
100-100-50018	Finance Clerk	3,607.00	3,048.62	558.38	84.5%
100-100-51010	Employee Health ins Benefits	17,395.00	13,773.06	3,621.94	79.2%
100-100-51020	Retirement Benefits	20,654.00	17,451.67	3,202.33	84.5%
100-100-51030	Employment Taxes	10,509.00	6,017.16	4,491.84	57.3%
100-100-52002	Materials & Supplies	200.00	.00.	200,00	.00
100-100-52010	Miscellaneous	250.00	417.00	167.00	- 166.8%
100-100-52013	Travel and Training	2,500.00	.00	2,500.00	.00
100-100-52014	Vehicle Fuel & Maintenance	.00,	.00	.00.	.00
100-100-52016	Audit	.00.	.00	.00.	.00
100-100-52017	City Attorney	15,000.00	5,162.50	9,837,50	34.4%

PreLive Hosted 9.9	.2019				
Account Number	Account Title	2021-22 Cuπent year Budget	2021-22 Current year Actual	2021-22 Budget Remaining	2021-22 Budget Used %
100 100 52018	Planning Consultant	30,000.00	22,349.00	7,651.00	74.5%
100-100-52018	Contract Service	27,000.00	20,000.00	7,000.00	74.1%
100-100-52019	Development Engineering	30,000.00	.00	30,000.00	.00
100-100-52020	Miscellaneous	,00,	.00	.00	.00
00-100-52030	Banking Charges	.00	.00	.00	.00
00-100-52101	= -	.00	.00	.00	.00
00-100-52102	Dues	.00	275.37	275,37-	.00
00-100-52103	Insurance	250.00	.00	250.00	.00
100-100-52106	Mileage	.00	.00	.00.	.00
100-100-52107	Permits	.00	.00	.00	.00
00-100-52108	Postage	00 ،	_00	.00	.00
00-100-53002	Equipment Purchase				
Total City Ad	dministration:	229,802.00	152,753.45	77,048.55	66.5%
Public Safety		5 200 00	E 202 20	616.80	89.4%
100-200-50010	City Administrator	5,820.00	5,203.20	291.71	75.7%
100-200-51010	Employee Health Ins Benefits	1,198.00	906.29	228,01	85.6%
100-200-51020	Retirement Benefits	1,581.00	1,352.99	257.01	68.0%
100-200-51030	Employment Taxes	804.00	546.99		72.5%
100-200-52019	Contract Service	36,000.00	26,087.55	9,912.45	
100-200-52103	Insurance	.00	37.92	37.92-	
Total Public	Safety:	45,403.00	34,134.94	11,268.06	75.2% —
Parks and Recrea	ation				00
100-300-50025	Summer Program Coordinator	14,403.00	.00.	14,403.00	.00
00-300-50054	Utility Worker II	14,001.00	11,530.57	2,470.43	82.4%
00-300-50058	Utility Worker I	.00.	.00	.00.	.00
100-300-51010	Employee Health Ins Benefits	7,135.00	5,160.06	1,974.94	72.3%
100-300-51020	Retirement Benefits	3,803.00	6,076.59	2,273.59-	
100-300-51030	Employment Taxes	1,935.00	1,094.04	840.96	56.5%
100-300-52002	Materials & Supplies	500.00	90.14	409.86	18.0%
100-300-52011	System Maintenance & Repair	.00.	.00	.00.	.00
100-300-52012	Maintenance - Bldg & Parks	1,000.00	228.99	771.01	22.9%
100-300-52013	Travel and Training	500.00	.00.	500.00	.00
100-300-52014	Vehicle Fuel & Maintenance	1,250.00	.00	1,250.00	.00.
100-300-52019	Contract Service	800.00	800.00	.00.	
100-300-52022	Equipment Maintenance	200.00	1,708.82	1,508.82	
100-300-52023	Equipment Rental/Lease	100.00	.00	100.00	.00
100-300-52025	Small Equipment Purchase	200.00	.00	200.00	.00
100-300-52026	Non-capital Improvements	1,500.00	.00	1,500.00	.00
100-300-52030	Miscellaneous	500.00	.00	500.00	
100-300-52103	Insurance	1,400.00	1,383.89	16.11	
100-300-52106	Mileage	100.00	.00	100.00	
100-300-52108	Postage	75.00	.00,	75.00	
100-300-52109	Utilities	750,00	289.79	460.21	
100-300-52111	Parks-Events	2,000.00	703.67	1,296.33	
100-300-52112	Parks - Youth Activities	6,000.00	1,810.50	4,189.50	30.2%
100-300-52112	Improvments - Bldg & Parks	.00,	.00.	.00.	.00
100-300-53001	Equipment Purchase	.00,	.00.	.00.	.00
100-300-55600	Transfer to Reserve Fund	5,000.00	5,000.00	.00.	100.0%
Total Parks	and Recreation:	63,152.00	35,877.06	27,274.94	56.8%
Non-department	ai		.00.	.00.	.00

Account Number	Account Title	2021-22 Current year Budget	2021-22 Current year Actual	2021-22 Budget Remaining	2021-22 Budget Used %
	-		0.400.70	96.22	97.3%
100-900-52002	Materials & Supplies	3,500.00	3,403.78	1,500.00	.00
100-900-52010	Legal Notices	1,500 00	.00	•	74.0%
100-900-52012	Maintenance - Bldg & Parks	9,000.00	6,661.11	2,338.89	
100-900-52013	Travel and Training	.00	.00	,00,	00
100-900-52014	Vehicle Fuel & Maintenance	200 00	.00	200.00	.00
100-900-52015	Security Alarm	_00	.00	.00	.00
100-900-52016	Audit	5,700,00	4,810.00	890.00	84.4%
100-900-52017	City Attorney	.00	,00	.00	.00
100-900-52019	Contract Service	30,000.00	25,377.79	4,622.21	84.6%
100-900-52020	Engineering Consultant	.00	9,958.50	9,958.50-	.00
100-900-52021	Transit	20,000.00	.00	20,000.00	.00
100-900-52022	Equipment Maintenance	4,500,00	897,73	3,602.27	19.9%
100-900-52023	Equipment Rental/Lease	500,00	1,437.40	937.40-	
100-900-52024	Security Alarm	800.00	847.39	47.39-	105.9%
100-900-5202-	Small Equipment Purchase	1,200.00	248.99	951.01	20.7%
100-900-52026	Non-capital Improvements	.00	.00	.00	.00,
100-900-52020	Miscellaneous	2,500.00	452.53	2,047.47	18.1%
	CERT Expenditures	.00	160.47	160.47-	.00
100-900-52031	Banking Charges	750,00	116.00	634.00	15.5%
100-900-52101 100-900-52102	Dues	5,250.00	6,146.28	896,28-	117.1%
		6,150.00	7,502.23	1,352.23-	122.0%
100-900-52103	Insurance	2,500.00	3,215.70	715.70-	128.6%
100-900-52108	Postage	22,200.00	3,163.44	19,036.56	14.2%
100-900-52109	Utilities	4,600.00	2,693.13	1,906.87	58.5%
100-900-52110	Telephones	1,000.00	561.55	438.45	56.2%
100-900-52111	Mayor & Council Expenses	1,000.00	.00	1,000.00	.00
100-900-52113	Election Fees	4,824.00	5,126.64	302.64-	106.3%
100-900-52114	Software Hosting Fees	12,000.00	56,165.18	44,165.18-	
100-900-52115	Tangent Expenditures	.00	00.	.00	.00
100-900-52197	Utilities - Rentals	9,000.00	8,122.71	877,29	90.3%
100-900-521 9 9	Property Taxes	00.000,8	.00	.00	.00
100-900-52220	Residential Rental-related Exp	.00.	.00	.00.	.00
100-900-52800	COVID-19 Expenses		.00.	.00	.00
100-900-52900	Insurance Reimbursed Expense	.00	.00	.00.	.00
100-900-53001	Improvments - Bldg & Parks	.00.	.00	.00.	
100-900-53002	Equipment Purchase	.00	.00.	10,000,00	.00
100-900-53003	Barracks Improvements	10,000.00		140,000.00	
100-900-53004	Land Purchase	.00.	140,000.00	.34	
100-900-54006	Barracks Loan Payment	22,254.00	22,253.66	.00	
100-900-55500	Transfer to Water Fund	9,577.00	9,577.00		
100-900-55510	Transfer to Wastewater Fund	.00	.00.	_00	
100-900-55530	Transfer to SDC Fund	38,307.00	38,307.00	.00.	
100-900-55600	Transfer to Reserve Fund	.00.	.00.	.00	.00
Total Non-	departmental:	228,812,00	357,206.21	128,394.21	- 156.1%
Contingency		450 000 00	.00	150,000.00	.00
100-998-58000	Contingency	150,000.00		100,000,00	
Total Conti	ngency:	150,000.00	.00	150,000.00	.00.
Ending Fund Ba		000 054 00	.00.	286,351.00	.00
100-999-59000	Reserve for Future Expenditure	286,351.00			
Total Endir	ng Fund Balance:	286,351.00	.00.	286,351.00	.00
General Fu	and Revenue Total:	1,003,520.00	1,215,131,84	211,611.84	- 121.1%

City of Adair Village PreLive Hosted 9.9.2019		•	et Worksheet s: 07/21-07/22			Page: 4 May 26, 2022 08:27AM
Account Number	Account Title	2021-22 Current year Budget	2021-22 Current year Actual	2021-22 Budget Remaining	2021-22 Budget Used %	
General Fund Expenditure Total:		1,003,520.00	579,971.66	423,548.34	57.8%	
Net Total General F	und:	.00	635,160.18	635,160.18-	.00	

Account Number	Account Title	2021-22 Current year Budget	2021-22 Current year Actual	2021-22 Budget Remaining	2021-22 Budget Used %
Street Fund					
Street Fund					
200-000-40000	Beginning Fund Balance	110,000.00	130,879.00	20,879.00-	119.0%
200-000-41040	Highway Apportionment	62,000.00	87,919.49	25,919.49-	141.8%
200-000-41070	Small Cities Allotment	98,700.00	98,700.00	.00	100.0%
200-000-46057	Miscellaneous	200.00	.00	200.00	.00
200-000-47900	COVID-19 Federal Funds	.00.	70,000.00	70,000.00-	.00
200-000-48000	Interest	.00	.00	.00	.00
Total Street	Fund:	270,900.00	387,496.49	116,598_49-	143.0%
Public Works - St	reets				
200-410-50010	City Administrator	.00	.00.	.00.	.00
200-410-50018	Finance Clerk	1,202.00	1,016.20	185.80	84.5%
200-410-50050	Public Works Supervisor	6,565.00	5,500.55	1,064.45	83.8%
200-410-50052	Utility Worker III	4,955.00	1,256.88	3,698.12	25.4%
200-410-50054	Utility Worker II	2,334.00	2,882.69	548.69-	123.5%
200-410-50058	Utility Worker I	.00.	.00	.00	.00
200-410-51010	Employee Health Ins Benefits	5,380.00	3,932.77	1,447.23	73.1%
200-410-51020	Retirement Benefits	4,089.00	3,323.19	765.81	81.3%
200-410-51030	Employment Taxes	2,081,00	1,093.36	987.64	52.5%
200-410-52002	Materials & Supplies	.00.	810.02	810,02-	.00.
200-410-52011	System Maintenance & Repair	10,000.00	2,300.00	7,700.00	23.0%
200-410-52016	Audit	950.00	.00,	950.00	.00
200-410-52017	City Attomey	.00.	.00	.00.	.00
200-410-52019	Contract Service	1,500.00	21,687.81	20,187 81-	
200-410-52020	Engineering Consultant	2,000.00	3,447.92	1,447.92-	172.4%
200-410-52022	Equipment Maintenance	.00	.00	.00	.00.
200-410-52023	Equipment Rental/Lease	250.00	.00.	250.00	32.5%
200-410-52024	Street Sweeping	6,000,00	1,950.00	4,050.00	
200-410-52027	Street Signs	.00.	40.00	40.00- 100.00	.00
200-410-52030	Miscellaneous	100.00	.00	.00	.00
200-410-52102	Dues	.00.	.00.	612.07-	
200-410-52103	Insurance	4,000.00	4,612.07	116.00-	
200-410-52109	Utilities	11,000.00	11,116.00	156.00	80.6%
200-410-52114	Software Hosting Fees	804.00	648.00	37,196.78-	
200-410-53001	Street Improvements	98,700.00	135,896.78	.00.	.00
200-410-53002	Equipment Purchase	.00.		.00.	
200-410-55600	Transfer to Reserve Fund	200.00	200.00		
Total Public	: Works - Streets:	162,110.00	201,714.24	39,604.24	124.4%
Contingency	Contingancy	50,000.00	.00.	50,000.00	.00
200-998-58000	Contingency	-		E0 000 00	.00
Total Conti	ngency:	50,000.00	.00.	50,000.00	
Ending Fund Bal		58,790.00	.00.	58,790.00	.00.
200-999-59000	Reserve for Future Expenditure	-			
Total Endir	ng Fund Balance:	58,790.00	.00.	58,790.00	.00.
Street Fund	d Revenue Total:	270,900.00	387,498.49	116,598.49	- 143.0%
Street Fund	d Expenditure Total:	270,900.00	201,714.24	69,185.76	74.5%

Page: 6 **Budget Worksheet** City of Adair Village May 26, 2022 08:27AM Periods: 07/21-07/22 PreLive Hosted 9.9.2019 2021-22 2021-22 2021-22 2021-22 Budget Current year Budget Current year Remaining Used % Actual Account Title Budget Account Number .00 185,784.25-.00 185,784.25 Net Total Street Fund:

City of Adair Village
ProLive Hosted 9 9 2015

Budget Worksheet Periods: 07/21-07/22 Page: 7 May 26, 2022 08:27AM

		2021-22 Current year	2021-22 Current year Actual	2021-22 Budget Remaining	2021-22 Budget Used %
Account Number	Account Title	Budget	Actual	remaining	
Water Fund					
Water Fund		005 000 00	639,482.00	14,482.00-	102.3%
500-000-40000	Beginning Fund Balance	625,000.00 .00	.00	.00.	.00
500-000-42010	New Accounts	2,000.00	.00	2,000.00	.00
500-000-42020	New Connections	420,000.00	466,218.73	46,218.73-	111.0%
500-000-42032	Water Metered Fees	500.00	.00	500.00	.00
500-000-42035	Reconnect Fees Water Outside Assessments	190,000,00	52,234.91	137,765.09	27.5%
500-000-42036	Utility Deposit	4,000.00	8,504.83	4,504,83-	212.6%
500-000-42045 500-000-46030	Fees - Other	.00	10,594.00	10,594.00-	.00
500-000-46055	Refunds	1,000.00	.00	1,000.00	.00
500-000-46057	Miscellaneous	500.00	4,293.28	3,793,28-	858.7%
500-000-47100	FEMA Grant	259,500.00	.00.	259,500.00	.00
500-000-47420	FEMA Water Grant	.00	.00	.00.	.00
500-000-48000	Interest	.00	.00	.00.	00
500-000-49010	IFA Water Loan	646,000.00	.00.	646,000.00	.00
500-000-49100	Transfer in from General Fund	9,577.00	9,577.00	.00.	100.0%
500-000-49600	Transfer from Reserve	.00.	.00	.00.	.00
Total Water	Fund:	2,158,077.00	1,190,904.75	967,172.25	55,2%
Public Works - W	ater				
500-420-50010	City Administrator	34,920.00	31,219.20	3,700.80	89.4%
500-420-50016	Utility/Court Clerk	23,146.00	19,315.61	3,830.39	83.5%
500-420-50018	Finance Clerk	12,024.00	10,162.05	1,861.95	84.5%
500-420-50050	Public Works Supervisor	39,390.00	33,003,39	6,386.61	83.8%
500-420-50052	Utility Worker III	27,255.00	6,912.93	20,342.07	25.4%
500-420-50054	Utility Worker II	21,000.00	30,766.81	9,766.81	
500-420-50058	Utility Worker I	.00.	.00	.00.	
500-420-51010	Employee Health Ins Benefits	53,435.00	38,317.41	15,117.59	71.7%
500-420-51020	Retirement Benefits	42,841,00	35,018.69	7,822.31	81.7% 57.7%
500-420-51030	Employment Taxes	21,799,00	12,581.17	9,217.83	37.6%
500-420-52001	Chemicals	30,000.00	11,279.89	18,720.11	
500-420-52002	Materials & Supplies	1,000.00	5,861.62	4,861,62 100.00	
500-420-52010	Publications-Legal Notices	100.00	.00	13,165.08	
500-420-52011	System Maintenance & Repair	45,000.00	31,834.92 1,441.42	1,558.58	
500-420-52013	Travel and Training	3,000.00	7,844.59	2,344.59	
500-420-52014	Vehicle Fuel & Maintenance	5,500.00 7,600.00	7,220.00	380.00	
500-420-52016	Audit	00.000,7	.00	.00.	
500-420-52017	City Attorney	35,000.00	895.51	34,104.49	
500-420-52019	Contract Service	20,000.00	6,913.00	13,087.00	
500-420-52020	Engineering Consultant	2,000.00	4,028.05	2,028.05	
500-420-52022	Equipment Maintenance	3,000.00	.00	3,000.00	
500-420-52023	Equipment Rental/Lease	4,000.00	.00	4,000.00	
500-420-52025	Small Equipment Purchase	2,000.00	33.00	1,967.00	
500-420-52030	Miscellaneous	200.00	2,443.75	· ·	i- 1221.9
500-420-52101	Banking Charges	3,000.00	364.60	2,635.40	
500-420-52102	Dues	8,500.00	10,204.24	1,704.24	
500-420-52103	Insurance	5,000.00	1,509.30	3,490.70	_
500-420-52104	Lab Analysis Refunds I Itility Deposit	500,00	986.33	486.3	
500-420-52105	Refunds-Utility Deposit	00,		.0	
500-420-52106	Mileage	1,000.00	1,142.00	142.0	
500-420-52107	Permits	600.00	_	77_9	
500-420-52108	Postage	BUUTIO	322,01	11-0	01.07

500-420-52110 Telephones 3,800.00 5,832.00 1,404.00 6 500-420-52114 Software Hosting Fees 7,236.00 5,832.00 1,404.00 6 500-420-53001 Equipment Purchase .00 .00 .00 .00 500-420-53002 Equipment Purchase .00 .00 .00 .00 500-420-53003 Capital Outlay .00 .00 .00 .00 500-420-53000 Water System Improvements 100,000.00 134,716.41 .34,716.41-1 .13 500-420-53501 New Pump Station .00 .00 .00 .00 500-420-53502 Hospital Hill Line Replace 646,000.00 96,511.58 549,488.42 500-420-53503 Transmission Line Upgrade 346,000.00 231,338.59 114,661.41 500-420-54001 1980 Water P & I .00 .00 .00 .00 500-420-54002 97 Water P & I .00 .00 .00 .00 .00 500-420-55000 Transfer to General Fund 3,200.	Account Number	Account Title	2021-22 Current year Budget	2021-22 Current year Actual	2021-22 Budget Remaining	2021-22 Budget Used %
500-420-52114 Software Hosting Fees 7,236.00 5,832.00 1,404.00 6 500-420-53001 Equipment Purchase			2 400 00	2 605 96	794.04	76.6%
\$500.420-52114 Software Hosping Pees		•	•	·	*	80.6%
\$500.420-53001 Equipment Purchase		· · · · · · · · · · · · · · · · · · ·	•	•		.00
500-420-53002 Equipment Purchase .00 .00 .00 .00 500-420-53003 Capital Outlay .00 .00 .00 .00 500-420-53501 Water System Improvements 100,000.00 134,716.41 34,716.41- 13,716.41- 13,700.00 500-420-53501 New Pump Station .00 .00 .00 .00 500-420-53502 Hospital Hill Line Replace 646,000.00 96,511.58 549,488.42 500-420-53503 Transmission Line Upgrade 346,000.00 231,338.59 114,661.41 500-420-54001 1980 Water P & I .00 .00 .00 500-420-54002 97 Water P & I .00 .00 .00 500-420-54005 IFA Loan Payment 140,000.00 139,012.75 987.25 500-420-55100 Transfer to General Fund .00 .00 .00 .00 500-420-55600 Transfer to Reserve Fund 3,200.00 3,200.00 .00 1 Total Public Works - Water: 1,731,646.00 942,956.69 768,689.31 Contingency 100,000.00 .00	500-420-53001	= 1 1				.00
\$60.420-53003	500-420-53002	• •				.00
### Station	500-420-53003	•				134.7%
500-420-53501 New Pump Station 500-420-53502 Hospital Hill Line Replace 646,000.00 96,511.58 549,488.42 500-420-53502 Hospital Hill Line Replace 346,000.00 231,338.59 114,661.41 500-420-5303 Transmission Line Upgrade 346,000.00 231,338.59 114,661.41 500-420-54001 1980 Water P & I .00 .00 .00 500-420-54005 IFA Loan Payment 140,000.00 139,012.75 987.25 500-420-55100 Transfer to General Fund .00 .00 .00 .00 500-420-55600 Transfer to Reserve Fund 3,200.00 3,200.00 .00 .00 Total Public Works - Water: 1,731,646.00 942,956.69 788,689.31 Contingency Total Contingency: 100,000.00 .00 100,000.00 Total Contingency: 100,000.00 .00 326,431.00 Total Ending Fund Balance 500-999-59000 Reserve for Future Expenditure 326,431.00 .00 326,431.00 Water Fund Revenue	500-420-53500		•		-	.00
500.420-53502 Hospital Hill Line Replace 644,000.00 336,000.00 231,338.59 114,661.41 500.420-53503 Transmission Line Upgrade 346,000.00 200 .00 .00 500-420-54001 1980 Water P & I .00 .00 .00 .00 500-420-54002 97 Water P & I .00 .00 .00 .00 500-420-54005 IFA Loan Payment 140,000.00 139,012.75 987.25 500-420-55100 Transfer to General Fund .00 .00 .00 .00 500-420-55600 Transfer to Reserve Fund 3,200.00 3,200.00 .00 .00 Total Public Works - Water: 1,731,646.00 942,956.69 788,689.31 Contingency Total Contingency: 100,000.00 .00 100,000.00 Total Contingency: 100,000.00 .00 100,000.00 Ending Fund Balance 500-999-59000 Reserve for Future Expenditure 326,431.00 .00 326,431.00 Total Ending Fund Balance: 2,158,077.00 1,190,904.75 967,172.25 W	500-420-53501	•				14.9%
500-420-53503 Transmission Line Upgrade 345,000.00 201,300.30 00 .00	500-420-53502	Hospital Hill Line Replace	•	•	•	66.9%
500-420-54001 1980 Water P & I .00 .00 .00 500-420-54002 97 Water P & I .00 .00 .00 500-420-54005 IFA Loan Payment 140,000.00 139,012.75 987.25 500-420-55100 Transfer to General Fund .00 .00 .00 500-420-55600 Transfer to Reserve Fund 3,200.00 3,200.00 .00 1 Total Public Works - Water: 1,731,646.00 942,956.69 788,689.31 Contingency 500-998-58000 Contingency 100,000.00 .00 100,000.00 Total Contingency: 100,000.00 .00 100,000.00 Ending Fund Balance 500-999-59000 Reserve for Future Expenditure 326,431.00 .00 326,431.00 Total Ending Fund Balance: 326,431.00 .00 326,431.00 Water Fund Revenue Total: 2,158,077.00 1,190,904.75 967,172.25 Water Fund Expenditure Total: 2,158,077.00 942,956.69 1,215,120.31	500-420-53503	Transmission Line Upgrade		•	·	.00
500-420-54005 IFA Loan Payment 140,000.00 139,012.75 987.25 500-420-55100 Transfer to General Fund .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	500-420-54001	1980 Water P & I	*			.00.
500-420-54005 IFA Loan Payment 140,000.00 139,012.75 St. 1500-420-55100 Transfer to General Fund 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	500-420-54002	97 Water P & I				99.3%
500-420-55100 Transfer to General Fund 500-420-55600 Transfer to Reserve Fund 3,200.00 3,200.00 .00 1 Total Public Works - Water: 1,731,646.00 942,956.69 788,689.31 Contingency 500-998-58000 Contingency 100,000.00 .00 100,000.00 Total Contingency: 100,000.00 .00 100,000.00 Ending Fund Balance 500-999-59000 Reserve for Future Expenditure 326,431.00 .00 326,431.00 Total Ending Fund Balance: 326,431.00 .00 326,431.00 Water Fund Revenue Total: 2,158,077.00 1,190,904.75 967,172.25 Water Fund Expenditure Total: 2,158,077.00 942,956.69 1,215,120.31	500-420-54005	•		•		.00
Total Public Works - Water: 1,731,646.00 942,956.69 788,689.31 Contingency 500-998-58000 Contingency: 100,000.00 Total Contingency: 100,000.00 100,000.00 Ending Fund Balance 500-999-59000 Reserve for Future Expenditure 326,431.00 Total Ending Fund Balance: 326,431.00 326,431.00 Water Fund Revenue Total: 2,158,077.00 1,190,904.75 967,172.25 Water Fund Expenditure Total: 2,158,077.00 942,956.69 1,215,120.31	500-420-55100	Transfer to General Fund				100.0%
Contingency 100,000.00 00 100,000.00 500-998-58000 Contingency 100,000.00 .00 100,000.00 Total Contingency: 100,000.00 .00 100,000.00 Ending Fund Balance 326,431.00 .00 326,431.00 Total Ending Fund Balance: 326,431.00 .00 326,431.00 Water Fund Revenue Total: 2,158,077.00 1,190,904.75 967,172.25 Water Fund Expenditure Total: 2,158,077.00 942,956.69 1,215,120.31	500-420-55600	Transfer to Reserve Fund	3,200.00	3,200.00	.00	100.0%
Total Contingency: 100,000.00 .00 100,000.00 Total Contingency: 100,000.00 .00 100,000.00 Ending Fund Balance 500-999-59000 Reserve for Future Expenditure 326,431.00 .00 326,431.00 Total Ending Fund Balance: 326,431.00 .00 326,431.00 Water Fund Revenue Total: 2,158,077.00 1,190,904.75 967,172.25 Water Fund Expenditure Total: 2,158,077.00 942,956.69 1,215,120.31	Total Public	Works - Water:	1,731,646.00	942,956.69	788,689.31	54.5%
Total Contingency: 100,000.00 .00 100,000.00 Ending Fund Balance 500-999-59000 Reserve for Future Expenditure 326,431.00 .00 326,431.00 Total Ending Fund Balance: 326,431.00 .00 326,431.00 Water Fund Revenue Total: 2,158,077.00 1,190,904.75 967,172.25 Water Fund Expenditure Total: 2,158,077.00 942,956.69 1,215,120.31	• -	Contingency	100,000.00	₂ 00	100,000.00	.00.
Ending Fund Balance 500-999-59000 Reserve for Future Expenditure 326,431.00 .00 326,431.00 Total Ending Fund Balance: 326,431.00 .00 326,431.00 Water Fund Revenue Total: 2,158,077.00 1,190,904.75 967,172.25 Water Fund Expenditure Total: 2,158,077.00 942,956.69 1,215,120.31			100,000.00	.00.	100,000.00	,00
500-999-59000 Reserve for Future Expenditure 326,431.00 .00 326,431.00 Total Ending Fund Balance: 326,431.00 .00 326,431.00 Water Fund Revenue Total: 2,158,077.00 1,190,904.75 967,172.25 Water Fund Expenditure Total: 2,158,077.00 942,956.69 1,215,120.31			\ <u></u>			
Total Ending Fund Balance: 022,451.66 Water Fund Revenue Total: 2,158,077.00 1,190,904.75 967,172.25 Water Fund Expenditure Total: 2,158,077.00 942,956.69 1,215,120.31	•		326,431.00	.00,	326,431.00	.00
Water Fund Expenditure Total: 2,158,077.00 942,956.69 1,215,120.31	Total Endin	g Fund Balance:	326,431.00	.00	326,431.00	.00
Water Fund Expenditure Total:	Water Fund	d Revenue Total:	2,158,077.00	1,190,904.75	967,172.25	55.2%
247 049 06 247 948 06 _*	Water Fund	d Expenditure Total:	2,158,077.00	942,956.69	1,215,120.31	43,7%
Net Total Water Fund: .00 247,946.06 247,946.06	Net Total V	Vater Fund:	.00.	247,948.06	247,948.06	.00

Account Number	Account Title	2021-22 Current year Budget	2021-22 Current year Actual	2021-22 Budget Remaining	2021-22 Budget Used %
Wastewater Fund					
Wastewater Fund					400.00/
510-000-40000	Beginning Fund Balance	90,000.00	177,250.00	87,250.00-	196.9%
510-000-41100	Tangent Contract	30,000.00	00	30,000.00	.00
510-000-42039	Wastewater Fees	320,000.00	310,954.88	9,045.12	97.2%
510-000-42041	OR DEQ Loan for WWFP	.00	912.00	912.00-	.00
510-000-42045	Utility Deposit	.00.	.00	.00	.00
510-000-46030	Fees - Other	1,000.00	.00	1,000.00	.00
510-000-46055	Refunds	.00	.00.	.00	.00
510-000-46057	Miscellaneous	.00.	.00	.00	.00
510-000-49011	OR DEQ Loan for WWFP	,00,	.00		28,5%
510-000-49012	2020 Wastewater Loan	2,500,000.00	712,459.00	1,787,541.00	
510-000-49600	Transfer from Reserve Fund	.00	.00.	.00.	
Total Waste	water Fund:	2,941,000.00	1,201,575.88	1,739,424.12	40.9%
Public Works - W	astewater				
510-430-50010	City Administrator	8,730.00	7,804.80	925.20	89.4%
510-430-50016	Utility/Court Clerk	9,469.00	7,901.84	1,567.16	83.4%
510-430-50018	Finance Clerk	6,613,00	5,589.13	1,023.87	84.5%
510-430-50050	Public Works Supervisor	16,412.00	13,751.31	2,660.69	83.8%
510-430-50052	Utility Worker III	14,867.00	10,770.70	4,096.30	72.4%
510-430-50054	Utility Worker II	7,000.00	9,590.24	2,590.24-	137.0%
510-430-50058	Utility Worker I	.00	.00.	.00	.00
510-430-51010	Employee Health Ins Benefits	21,771.00	15,853.32	5,917.68	72.8%
510-430-51020	Retirement Benefits	17,136.00	13,994.55	3,141,45	81.7%
510-430-51030	Employment Taxes	8,719.00	4,923.14	3,795.86	56.5%
510-430-52001	Chemicals	10,000.00	11,484.93	1,484.93	
510-430-52002	Materials & Supplies	500.00	2,379.73	1,879.73	
510-430-52003	Janitorial Supplies	.00.	.00	.00.	
510-430-52009	Uniforms	.00.	.00	.00	
510-430-52010	Publications-Legal Notices	250.00	.00	250.00	
510-430-52011	System Maintenance & Repair	45,000.00	15,630.64	29,369.36	34.7%
510-430-52013	Travel and Training	1,000.00	758.12	241.88	
510-430-52014	Vehicle Fuel & Maintenance	3,300.00	1,919.33	1,380.67	
510-430-52016	Audit	3,800.00	7,220.00	3,420.00	
510-430-52017	City Attorney	.00	.00	.00	
510-430-52019	Contract Service	2,200.00	.00.	2,200.00	
510-430-52020	Engineering Consultant	.00,	3,011.00	3,011.00	
510-430-52022	Equipment Maintenance	1,500.00	1,783.00	283.00	
510-430-52023	Equipment Rental/Lease	.00.	.00	.00.	
510-430-52030	Miscellaneous	1,000.00	36.00	964.00	
510-430-52101	Banking Charges	500.00	1,459.43		- 291.9%
510-430-52102	Dues	100.00	.00	100.00	
510-430-52103	Insurance	10,000.00	8,710.41	1,289.59	
510-430-52104	Lab Analysis	4,000.00	1,694.21	2,305.79	
510-430-52105	Refunds-Utility Deposit	.00.	657.55	657.55	
510-430-52106	Mileage	500.00	.00	500.00	
510-430-52107	Permits	2,200.00	.00	2,200.00	
510-430-52108	Postage	550.00	.00	550.00	
510-430-52109	Utilities	8,200.00	10,269.46	2,069.46	
510-430-52110	Telephones	2,500.00	1,714.48	785.52	68.6%
510-430-52114	Software Hosting Fees	2,412.00	1,944.00	468.00	
510-430-53002	Equipment Purchase	.00	.00.	.0	
510-430-53005	Wastewater System Improvements	2,500,000.00	610,904.40	1,889,095.60	24.4%

Budget Worksheet Periods: 07/21-07/22 Page: 10 May 26, 2022 08:27AM

Account Number	Account Title	2021-22 Current year Budget	2021-22 Current year Actual	2021-22 Budget Remaining	2021-22 Budget Used %
510-430-54003	97 Wastewater P & I	00	.00	.00	.00.
510-430-54003	OR DEQ Loan Repayment	30,000.00	22,714.00	7,286.00	75 7%
510-430-55600	Transfer to Reserve Fund	400 00	400 00	.00	100.0%
Total Public	Works - Wastewater:	2,740,629.00	794,869.72	1,945,759.28	29,0%
Contingency 510-998-58000	Contingency	150,000,00	.00	150,000.00	.00
Total Contin	gency:	150,000.00	.00	150,000.00	.00
Ending Fund Bala 510-999-59000	ince Reserve for Future Expenditure	50,371.00	.00	50,371.00	.00.
Total Ending	Fund Balance:	50,371.00	.00	50,371.00	.00
Wastewater	Fund Revenue Total:	2,941,000.00	1,201,575.88	1,739,424.12	40.9%
Wastewater	Fund Expenditure Total:	2,941,000.00	794,869.72	2,146,130.28	27.0%
Net Total W	astewater Fund:	.00	406,706.16	406,706.16-	.00.

		D 44
City of Adois Villago	Budget Worksheet	Page: 11
City of Adair Village		May 26, 2022 08:27AM
PreLive Hosted 9 9 2019	Periods: 07/21-07/22	Way 20, 2022 00.27 AM
Prelive nusted 3 3 2013		

	A control Tible	2021-22 Current year Budget	2021-22 Current year Actual	2021-22 Budget Remaining	2021-22 Budget Used %
Account Number	Account Title		Actual	100000	
Storm Drain Fund					
Storm Drain Fund				7 405 00	444 99/
520-000-40000	Beginning Fund Balance	17,000.00	24,105.00	7,105,00-	
520-000-42040	Storm Drain Fees	35,000.00	31,441.58	3,558.42	89.8%
520-000-46057	Miscellaneous	200.00		200.00	.00
Total Storm	Drain Fund:	52,200.00	55,546.58	3,346.58-	106.4%
Public Works - Sto	orm Drain				
520-440-50010	City Administrator	2,910.00	2,601.60	308.40	89.4%
520-440-50016	Utility/Court Clerk	1,052.00	877.99	174.01	83.5%
20-440-50018	Finance Clerk	601.00	508.09	92.91	B4.5%
20-440-50050	Public Works Supervisor	3,282.00	2,750.21	531.79	83.8%
520-440-50052	Utility Worker III	2,478.00	628.47	1,849.53	25.4%
520-440-50054	Utility Worker II	2,334.00	2,882.69	548.69-	
520-440-50058	Utility Worker I	.00	.00.	.00	.00
520-440-51010	Employee Health Ins Benefits	4,411.00	3,172.35	1,238.65	71.9%
520-440-51020	Retirement Benefits	3,438.00	2,810.14	627.86	81.7%
520-440-51030	Employment Taxes	1,748.00	1,094.04	653,96	62,6%
520-440-52002	Materials & Supplies	70.00	.00.	70.00	.00
520-440-52010	Publications-Legal Notices	.00.	.00.	.00	.00
520-440-52011	System Maintenance & Repair	1,400.00	.00	1,400.00	.00
520-440-52013	Travel and Training	.00	62.75	62.75-	.00
520-440-52014	Vehicle Fuel & Maintenance	200.00	.00	200.00	.00
520-440-52016	Audit	950.00	.00	950.00	.00
520-440-52017	City Attorney	.00.	.00.	.00,	.00
520-440-52019	Contract Service	1,929.00	1,112.50	816.50	57.7%
520-440-52020	Engineering Consultant	.00.	.00.	.00.	.00.
520-440-52022	Equipment Maintenance	.00	.00	00.	.00
520-440-52023	Equipment Rental/Lease	200.00	.00.	200.00	.00.
520-440-52101	Banking Charges	.00	164.99	164.99-	.00
520-440-52102	Dues	.00	.00	.00	
520-440-52103	Insurance	.00	695.98	695.98-	.00.
520-440-52105	Refunds-Utility Deposit	.00	.00	.00.	
520-440-52106	Mileage	.00	.00.	.00.	.00. 00.
520-440-52107	Permits	.00.	.00.	.00.	.00
520-440-52108	Postage	.00	.00.	.00.	
520-440-52109	Utilities	.00	.00.	.00.	.00
520-440-52110	Telephones	.00	.00.	.00	00, %9.09
520-440-52114	Software Hosting Fees	804.00	648.00	156.00	80.6%
520-440-53002	Equipment Purchase	.00.	.00.	.00.	.00.
520-440-55600	Transfer to Reserve Fund	200.00	200.00	.00.	100.0%
Total Public	Works - Storm Drain:	28,007.00	20,209.80	7,797.20	72.2%
Contingency					
520-998-58000	Contingency	,00	.00	.00	.00
523-355-0000V	o				
Total Contin	igen cy :	.00	.00	.00.	.00
Ending Fund Bala	ance				-
520-999-59000	Reserve for Future Expenditure	24,193.00	00	24,193.00	.00
Total Endin	g Fund Balance;	24,193.00	.00.	24,193,00	.00

City of Adair Village PreLive Hosted 9.9.2019		•	et Worksheet ls: 07/21-07/22			Page: 12 May 26, 2022 08:27AM
Account Number	Account Title	2021-22 Current year Budget	2021-22 Current year Actual	2021-22 Budget Remaining	2021-22 Budget Used %	
Storm Drain Fund I	Expenditure Total:	52,200.00	20,209.80	31,990.20	38.7%	
Net Total Storm Dr	ain Fund:	.00.	35,336.78	35,336 78-	.00	

PreLive Hosted 9,9 2019		Periods	Periods: 07/21-07/22		
Account Number	Account Title	2021-22 Current year Budget	2021-22 Current year Actual	2021-22 Budget Remaining	2021-22 Budget Used %
System Developn	nent Fund				
System Developπ 530-000-40000	Beginning Fund Balance	1,601,217.00	2,010,952.00	409,735.00-	125.6%
530-000-42140	SDC Fees	.00	.00	.00	.00
530-000-42141	Park	5,480.00	.00	5,480,00	.00.
530-000-42142	Street Imp	30,265.00	.00	30,265.00	.00
530-000-42143	Water Imp	15,675.00	.00	15,675.00	.00
530-000-42144	WW Imp.	1,855.00	.00	1,855.00	.00
530-000-42145	Storm Drain Fees	1,585.00	.00	1,585.00	.00
530-000-42243	Water Reimbursement	85.00	.00	85.00	.00
530-000-42244	WW Reimbursement	220.00	.00.	220.00	.00
530-000-46030	Fees - Other	4,373.00	.00	4,373.00	.00
530-000-49100	Transfer in from General Fund	38,307.00	38,307.00	.00	100.0%
Total Syster	п Development Fund:	1,699,062.00	2,049,259.00	350,197.00-	120.6%
Department: 100		.00	.00	.00.	.00
530-100-55100	Transfer to General Fund				
Total Depar	tment: 100:	00	.00	.00	.00
Parks 530-300-53003	Capital Outlay	.00	.00	.00.	.00
		.00		.00	.00
Total Parks	:				
Streets 530-410-53003	Capital Outlay	.00.	.00	.00.	.00.
Total Stree	·	.00.	.00	.00	.00
rotal Stree	.			7.	
Water	On any Heart	.00.	.00	.00	.00
530-420-52020	Engineering Consultant	.00.	.00.	.00	.00.
530-420-53003	Capital Outlay				-
Total Wate	r:	.00.		.00.	.01
Wastewater			22	.00.	0. (
530-430-53003	Capital Outlay		.00	.00	
Total Wast	ewater.	.00.	.00.	.00.	
Storm Drain		.00.	.00.	.00) .0
530-440-53003	Capital Outlay	.00.			
Total Storr	n Drain:	.00.	.00,	.0.	0. 0
Contingency	Continuous	.00.	.00	.0.). g
530-998-58000	Contingency	-		.0	
Total Cont	ingency:		.00	U,	
Ending Fund Ba 530-999-59000	lance Reserve for Future Expenditure	1,699,062.00	.00	1,699,062.0	ו. כ
222 200 20000					

City of Adair Village
Prel ive Hosted 9.9.2019

Budget Worksheet Periods: 07/21-07/22 Page: 14 May 26, 2022 08:27AM

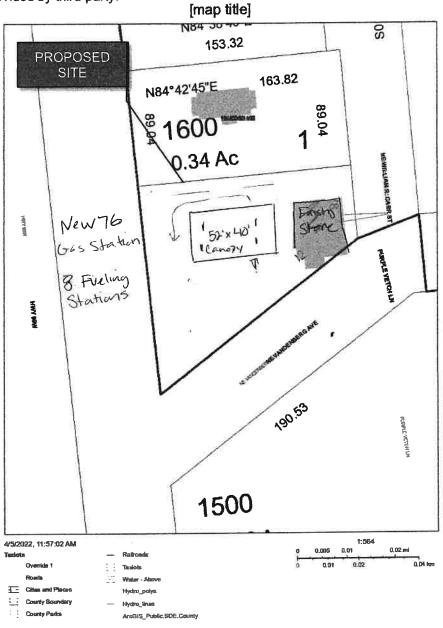
Account Number	Account Title	2021-22 Current year Budget	2021-22 Current year Actual	2021-22 Budget Remaining	2021-22 Budget Used %
Total Ending Fund	Balance:	1,699,062.00	.00	1,699,062.00	.00
System Developme	ent Fund Revenue Total:	1,699,062.00	2,049,259.00	350,197.00-	120.6%
System Developme	ent Fund Expenditure Total:	1,699,062.00	.00	1,699,062.00	.00
Net Total System D	Development Fund:	.00	2,049,259.00	2,049,259.00-	.00

Account Number	Account Title	2021-22 Current year Budget	2021-22 Current year Actual	2021-22 Budget Remaining	2021-22 Budget Used %
Reserve Fund					
Reserve Fund				.00	100.0%
600-000-40000	Beginning Fund Balance	108,300.00	108,300.00	.00	100.0%
600-000-49100	Transfer from General Fund	5,000.00	5,000.00	.00	100.0%
600-000-49200	Transfer from Street Fund	200.00	200.00	.00	100.0%
600-000-49500	Transfer from Water Fund	3,200.00	3,200.00	.00	100.0%
600-000-49510	Transfer from Wastewater	400.00	400.00	.00	100.0%
600-000-49520	Transfer from Storm Drain Fund	200.00	200.00		
Total Reser	ve Fund:	117,300.00	117,300.00	.00	100.0%
Non-departmenta		(i)		10,000.00	.00
600-900-55100	Transfer to General Fund	10,000.00	.00	.00	.00
600-900-55200	Transfer to Street Fund	.00	.00	.00.	.00.
600-900-55500	Transfer to Water Fund	_00	.00	.00.	.00
600-900-55510	Transfer to Wastewater Fund	00	.00	.00.	.00
600-900-55520	Transfer to Storm Drain Fund		.00		
Total Non-d	lepartmental:	10,000.00	.00,	10,000.00	.00
Contingency		••	.00	.00.	.00
600-998-58000	Contingency	.00		,uu	
Total Contin	ngency:	.00.	.00.	.00.	.00.
Ending Fund Bal		107,300.00	.00	107,300.00	.00.
600-999-59000	Reserve for Future Expenditure	107,300.00		101,000.00	
Total Endin	g Fund Balance:	107,300.00	.00	107,300.00	.00.
Reserve Fu	ınd Revenue Total:	117,300.00	117,300.00	.00.	100.0%
Reserve Fu	ınd Expenditure Total:	117,300.00	.00	117,300.00	.00.
Net Total 9	teserve Fund:	_00_	117,300.00	117,300.00	.00
		.00	3,677,494.43	3,677,494.43	00
Net Grand ?	Totals:	.00.	3,077,434.43	3,077,707.70	

Report Criteria:

Print Fund Titles
Page and Total by Fund
Print Source Titles
Total by Source
Print Department Titles
Total by Department
All Segments Tested for Total Breaks

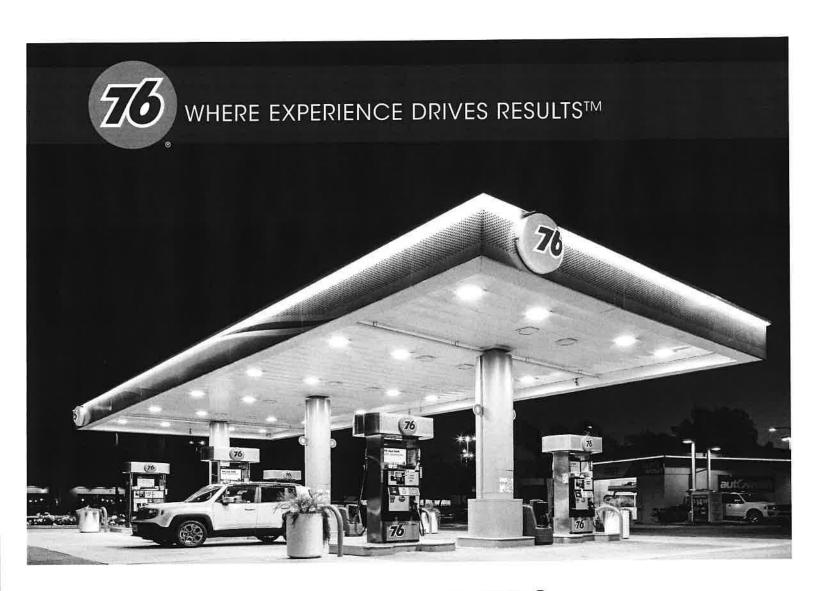
GIS MAP Provided by third-party.



COPYRIGHT © 2017 C-STORE EVALUATIONS LLC. ALL RIGHTS RESERVED.

GIS MAP Provided by third-party. [map title] So 153.32 PROPOSED SITE 163.82 N84°42'45"E 89.04 1600 0.34 Ac 56 W"65,60°90N AND ANS! 196.9 551°53'14"W AABB AANH 163.54 100 Eg 1500 4/5/2022, 11:57:02 AM 0.02 mi 0.085 ArroGIS_Public_SDE_County

COPYRIGHT © 2017 C-STORE EVALUATIONS LLC. ALL RIGHTS RESERVED.



THE 76® BRAND DELIVERS POWER BEYOND THE PUMP

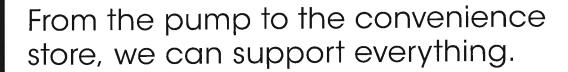
Accelerate your business. Elevate your business.

Do you have the support you need to help make your site successful? We understand that there are many challenges to building a strong business in today's environment. For that reason, we're dedicated to delivering the support and innovative programs you need to help you improve profitability and efficiency.



They're not just about helping you at the pump.
They help your whole business.

Robbie Robinson, Owner The Roseville Station, Inc.





DRIVE TRAFFIC

The 76® brand can help you boost c-store traffic and your bottom line with:

- > Mobile Pay
- > Signature & Premier Image Programs
- > Advertising and Promotions
- > KickBack® Points Loyalty Program
- > Digital Customer Engagement



IMPROVE SITE OPERATIONS

The 76® brand can help you run a smart, efficient business with:

- > Fuel Supply Reliability
- > Dedicated Account and Sales Support
- > Industry Leading Supply Mobile App
- > Free Hands-on Training
- > Retail Excellence Mystery Shop



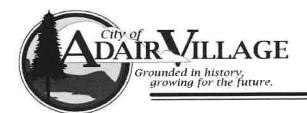
REDUCE COSTS

The 76[®] brand can help you save with:

- > Branded Personal, Fleet and Gift Card Program
- > Convenience Store Alliance Buying Program
- > Customer Fraud Protection

To learn more or to meet with one of our reps, contact us at 1.844.312.8577 or Elevate76.com.

Phillips 66% Conoco% 76% and their respective logos are registered trademarks owned by Phillips 66 Company. © 2018 Phillips 66 Company. All rights reserved.

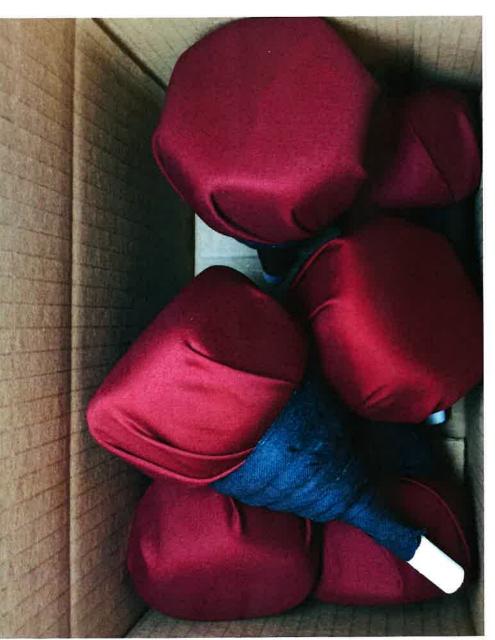


STAFF REPORT Founder's Day Demonstration Request

The City has been asked by a resident if her Renaissance group can do two demonstrations for the attendees at Founder's Day, August 13, 2022. One would be a sword demonstration in a roped off area. The second is a bow and arrow demonstration using boffer arrows (picture attached). The resident has indicated that the organization (Shrewsbury Renaissance Fair) carries event insurance which covers them.







GORGTHEBLACKSMITH

8,681 sales | * * * * *

6 FOAM ARROWHEADS -- Modular Foam Arrow Heads -- GORGTECH for Dagorhir, Amtgard, Boffer, Belegarth, Foam Fighting -- Shafts Not Included! 5/26/2022, 10:42 AM 2 of 17

CABLE TELEVISION FRANCHISE AGREEMENT

between

The City of Adair Village, Oregon

and

Comcast of Oregon II, Inc.

Table of Contents

SECT	ION 1 - Definition of Terms
A.	"Basic Cable"
B.	"Cable Act"
C.	"Cable Services"
D.	"Cable System"
E.	"FCC"
F.	"Franchising Authority"
G.	"Grantee"
H.	"Gross Revenues"
I.	"Person"
K.	"Service Area"
L.	"Standard Installation"
M.	"Subscriber"
SECT	ION 2 - Grant of Franchise
2.1	Grant
2.2	Other Ordinances
2.3	Competitive Equity
	Term
2.5	Technological Development Review
SECT	TON 3 - Standards of Service
3.1	Conditions of Occupancy
3.2	Restoration of Public Ways.
	Relocation at Request of the Franchising Authority
3.4	Relocation for a Third Party
3.5	Trimming of Trees and Shrubbery
3.6	Safety Requirements
3.7	Underground Construction
3.8	Access to Open Trenches
3.9	Required Extensions of the Cable System
3.10	Subscriber Charges for Extensions of the Cable System
3.11	Cable Service to Public Buildings
3.12	Emergency Use
3.13	Reimbursement of Costs
2 1/	System Standards

3.15	Customer Service Standards/Complaint Resolution	7
	Reservation of Franchising Authority Public Ways	
3.17	Franchising Authority Non-Liability- Emergency	8
SECT	ION 4 - Regulation by the Franchising Authority	8
4.1	Franchise Fee	8
4.2	Rates and Charges	9
4.3	Renewal of Franchise	9
4.4	Transfer of Franchise	9
SECT	TON 5 - Books, Records, and Maps	. 10
	Books and Records	
5.2	Maps	10
SECT	TON 6 - Insurance and Indemnification	. 11
6.1	Insurance Requirements	11
	Indemnification	
6.3	Bonds and Other Surety	11
SECT	TON 7 - Enforcement and Termination of Franchise	11
7.1	Notice of Violation	11
7.2	The Grantee's Right to Cure or Respond	12
	Public Hearing	
7.4	Enforcement	12
7.5	Revocation	12
7.6	Force Majeure	13
SECT	ION 8 - Miscellaneous Provisions	13
8.1	Actions of Parties.	14
8.2	Entire Agreement	14
8.3	Notice	14
8.4	Descriptive Headings	14
8.5.	Severability	15
8.6	Effective Date	15

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Adair Village, Oregon (hereinafter, "City") and Comcast of Oregon II, Inc. (hereinafter, "Grantee").

The City, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. "Basic Cable" means any service tier that includes the retransmission of local television broadcast signals and any other programming provided by Grantee.
- B. "Cable Act" means Title VI of the Communications Act of 1934, as amended.
- C. "Cable Services" shall have the meaning specified in the definition of "Cable System" in the Cable Act.
- D. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming, and which is provided to multiple Subscribers within the Service Area.
- E. "FCC" means Federal Communications Commission, or successor governmental entity thereto.
- F. "Franchising Authority" means the City of Adair Village or the lawful successor, transferee, or assignee thereof
- G. "Grantee" means Comcast Cable of Oregon II, Inc., or the lawful successor, transferee, or assignee thereof
- H. "Gross Revenues" means any revenue derived by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area in accordance with Generally Accepted Accounting Principles (GAAP), consistent with federal and state law, provided however that such phrase shall not include: (i) revenue from sources excluded by law; (ii) revenue derived by Grantee from services provided to its

Affiliates; (iii) late payment fees; (iv) charges other than those described above that are aggregated or bundled with amounts billed to Cable Service Subscribers such as charges for broadband or telephone services; (v) fees or taxes which are imposed directly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency including the FCC user fee; (vi) revenue which cannot be collected by the Grantee and are identified as bad debt, provided, that if revenue previously representing bad debt is collected, this revenue shall then at time of collection be included in Gross Revenues for the collection period; (vii) refundable deposits, investment income, programming launch support payments, or advertising sales commissions; and (viii) internet services to the extent that such service is not considered to be a Cable Service as defined by law. Gross Revenues shall also not include revenue from any other sources or services unless and until such source or service is finally, specifically, and expressly declared to be a Cable Service under federal law or regulation, by Congress or the Federal Communications Commission.

- I. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- J. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.
- K. "Service Area" means the legal boundaries of the Franchising Authority and shall include any additions thereto by annexation or other legal means, subject to the exceptions in Section 3.9.
- L. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.
- M. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

SECTION 2 - Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a non-exclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither the Franchising Authority nor the Grantee may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee acknowledges that Franchising Authority may lawfully exercise its police power.

2.3 Competitive Equity

- A. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Service Area: provided, the Franchising Authority agrees that, within ninety (90) days of the Grantee's request, it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include but are not limited to: franchise fees; insurance; system-build-out requirements; security instruments; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entry so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services delivered over wireless broadband networks are specifically exempted from the requirements of this section.
- B. Notwithstanding any provision to the contrary, at any time that a non-wireless facilities based entity, legally authorized by state and federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of Video Programming within the Service Area without a franchise or other similar lawful authorization granted by the Franchising Authority, then Grantee may seek modification as per (A) above, or the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date six (6) months from the first day of the month following the date of Grantee's notice.
- 2.4 <u>Term.</u> The Franchise granted hereunder shall be for an initial term of ten (10) years commencing on the effective date of the Franchise as set forth in Section 8.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

2.5 <u>Technological Development Review</u>. Within sixty (60) days of the fifth anniversary of the effective date of this Franchise, the Franchising Authority may, but is not required to, conduct a limited review of the Franchise. The purpose of the review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in light of new developments in cable technology together with related developments in cable law and regulation, and community needs and interests, with consideration of all financial, technological, and operational impacts that may affect the Grantee. Both the Franchising Authority and Grantee agree to make a full and good faith effort to participate in the review.

If, after completion of the review, the Franchising Authority and Grantee agree that the public interest will be served by modifying certain franchise obligations and extending the term of the Franchise, the Franchising Authority, with the expressed agreement of the Grantee, shall modify the obligations and extend the term of the Franchise accordingly.

SECTION 3 - Standards of Service

- 3.1 <u>Conditions of Occupancy</u>. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.
- 3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance. In the event Grantee fails to restore the Public Way to a condition reasonably comparable to the condition existing immediately prior to such disturbance, the Franchising Authority may restore or cause to restore such Public Way at the expense of Grantee; provided, that the Franchising Authority provides Grantee with reasonable notice to restore, and Grantee fails to restore such Public Way within the time period given by the Franchising Authority.
- 3.3 Relocation at Request of the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than thirty (30) business days, the Grantee, at its own expense, shall protect, support, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority

- which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.
- Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of Grantee, provided: (A) the expense of such paid by the Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this Section 3.4, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than 120 days for a permanent relocation.
- 3.5 <u>Trimming of Trees and Shrubbery</u>. The Grantee shall have the authority to trim trees or other natural growth within the Public Ways in order to access and maintain the Cable System.
- 3.6 <u>Safety Requirements.</u> Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.
- 3.7 <u>Underground Construction.</u> In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. The Franchising Authority shall not incur any cost or expense in the event Grantee is lawfully required by the Franchising Authority to place its distribution facilities underground as provided in this Section 3.7. Nothing contained in this Section 3.7 shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.
- 3.8 Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide Grantee with reasonable access to the open trench. Notwithstanding the foregoing, Grantee shall not be required to utilize any open trench.
- 3.9 <u>Required Extensions of the Cable System.</u> Grantee agrees to provide Cable Service to all residents in the Service Area subject to the density

requirements specified in this Section 3.9. Whenever the Grantee receives a request for Cable Service from a Subscriber in a contiguous un-served area where there are at least 15 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscriber at no cost to said Subscriber for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 3.9 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 320 cable-bearing strand feet from Grantee's trunk or distribution cable, and whose denominator equals 15. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a pro rata basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.11 Cable Service to Public Buildings.

The parties acknowledge that as of the Effective Date of this Franchise agreement, Grantee continues to provide Complimentary Services to certain schools, libraries, and public institutions within the Franchise Area. In the event Grantee elects, to the extent permitted by Applicable Laws, to invoice the Grantor for Complimentary Services, Grantee agrees that it will do so only after providing City with one hundred twenty (120) days' prior written notice. Grantee agrees not to unfairly or unreasonably discriminate against the Grantor with respect to other Oregon served local franchising authorities, with respect to the costs to be imposed for Complimentary Services.

The Grantor shall have the right to discontinue the receipt of all or a portion of the Complimentary Services provided by the Grantee in the event Grantee elects to impose a charge against the Grantor for the Complimentary Services as set forth in the preceding paragraph.

- 3.12 <u>Emergency Use.</u> In accordance with, and at the time required by, the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, as such provisions may from time to time be amended, EAS activation will be accomplished in compliance with such regulations and consistent with FCC approved Oregon State EAS plan and local area EAS plan applicable to Benton County.
- 3.13 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the relocations under Sections 3.3 and 3.4 hereof, the Franchising Authority shall reimburse Grantee in the same manner in which other Persons affected by the requirement are reimbursed by the Franchising Authority. If funds are controlled by another government entity, the Franchising Authority shall make application for such funds on behalf of Grantee.
- 3.14 <u>System Standards.</u> The Cable System shall meet or exceed all applicable technical and performance standards of the FCC.

The Grantee shall also comply with all applicable testing requirements of the FCC. Upon request, Grantee shall advise the Franchising Authority of schedules and methods for testing the Cable System within the Service Area to determine compliance with the provisions of applicable FCC technical standards. Representatives of the Franchising Authority may witness the tests.

Written records of all system tests required to be performed by or for the Grantee shall be maintained at Grantee's business office and shall be available for inspection during Grantee's normal business hours by the Franchising Authority upon written request. Grantee, upon written request of Franchising Authority, shall provide a summary or complete copies of such tests results prepared in accordance with FCC rule.

Whenever it is necessary to shut off or interrupt service for the purpose of making repairs or maintaining the Cable System, Grantee shall do so at such times as will cause the least amount of inconvenience to Subscribers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to Subscribers. Notwithstanding anything to the contrary, Grantee's obligation to provide, replace, construct, maintain or operate the Cable System under this Franchise shall be excused for any period during which such service is prevented or interrupted by causes beyond the control of Grantee including acts of nature, fire, flood, unavoidable casualty, extra-ordinary delays in transportation, strikes or power interruption, or regulations. Cable Service shall thereafter be restored as soon as reasonably possible.

3.15 <u>Customer Service Standards/Complaint Resolution</u>. Grantee shall comply with the customer service standards set forth in Section 76.309 of the FCC's Rules and Regulations, as such may be amended from time to time.

Grantee may arrange for a drop box or its equivalent within the city limits of

the Franchising Authority where Subscribers may drop or deliver their bill payment for cable service.

3.16 Reservation of Franchising Authority Public Ways. Nothing in this Franchise shall prevent the Franchising Authority from constructing sewers, grading, paving, repairing or altering any street, alley, or public highway, repairing or removing water mains, or maintaining, repairing, constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System. However, if any of Grantee's Cable System interferes with the construction or repair of any Public Way or public improvement, including construction, repair or removal of a sewer or water main, or any other government owned facilities in the Public Ways, Grantee's Cable System shall be removed or replaced in accordance with Section 3.3 hereof. Any and all such removal or replacement shall be at the expense of Grantee except for installation or repair of a communications system owned by the Franchising Authority or other public entity providing commercial services in competition with the Grantee or an affiliate of Grantee.

If in response to a request by the Franchising Authority the Grantee removes or replaces any portion of its Cable System at its expense in order to accommodate the installation or repair of communications systems used by the Franchising Authority or other public entity to provide commercial services in competition with Grantee or its affiliates, then the Franchising Authority or other governmental entity shall reimburse Grantee for the reasonable expense of the removal or replacement.

3.17 Franchising Authority Non-Liability Emergency. In the event it shall be necessary to cut or remove any cables, wires or equipment of Grantee in order to get to fire ladders or other apparatus to a building during a city conflagration or emergency, the Franchising Authority shall be liable for any damage done to such cables, wires or equipment; provided, however, that the Franchising Authority shall hold Grantee, its employees, officers and assigns harmless from any and all claims, injury (including death) or damage that results from the cutting or removing of Grantee's wires, cables or equipment. In any such event, the costs for any necessary repairs to Grantee's cable, wires or equipment shall be borne by Grantee; provided that such repairs are not necessitated by negligent acts of the Franchising Authority, in which case the cost of such repairs shall be borne by the Franchising Authority.

SECTION 4 - Regulation by the Franchising Authority

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to

five percent (5%) of annual Gross Revenues (as defined in Section 1.H. of this Franchise). In accordance with the Cable Act, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due quarterly and payable within forty-five (45) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

- B. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.
- 4.2 <u>Rates and Charges</u>. The Franchising Authority may regulate rates for the provision of Basic Cable and associated equipment as expressly permitted by federal or state law.

4.3 Renewal of Franchise.

- A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.
- B. In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.
- C. Notwithstanding anything to the contrary set forth in this Section 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may mutually agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.
- D. The Grantee and the Franchising Authority consider the terms set forth in this Section 4.3 to be consistent with the express provisions of Section 626 of the Cable Act.
- 4.4 <u>Transfer of Franchise</u>. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without the prior

consent of the Franchising Authority; such consent shall not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness, and for change in control to Grantee's parent company or an entity controlling, controlled by, or under common control with Grantee. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.

SECTION 5 - Books, Records, and Maps

Books and Records. The Grantee agrees that the Franchising Authority, upon 5.1 thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section of the Franchise, which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate of Grantee which is not providing Cable Service in the Service Area. In the event the Grantee asserts that certain information is proprietary or confidential in nature, the Grantee shall identify generally the information which it deems proprietary or confidential and the reasons for its confidentiality in writing.

The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential under applicable federal and state law, and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

5.2 <u>Maps</u>. Grantee shall maintain "as built" drawings for the Cable System at Grantee's business office and make them available to the Franchising Authority

for inspection during normal business hours upon written request. "As built" drawings shall be updated as changes occur in the Cable System serving the Service Area. Upon written request of the Franchising Authority, Grantee shall provide the Franchising Authority copies of strand and trench maps showing the location of Grantee's lines within the Public Ways in the Service Area within sixty (60) days of request for the same. The Franchising Authority recognizes that the information contained in such maps is confidential and proprietary and remains the property of the Grantee. To the extent provided under Oregon Public Records law, the Franchising Authority shall safeguard such information from the public record.

SECTION 6 - Insurance and Indemnification

- 6.1 <u>Insurance Requirements</u>. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be non-cancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of insurance showing evidence of the coverage required by this Section 6.1.
- 6.2 <u>Indemnification</u>. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of Grantee's construction, operation, or maintenance of its Cable System, provided that the Franchising Authority shall give Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this Section 6.2. Notwithstanding the foregoing, Grantee shall not indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority.
- 6.3 Bonds and Other Surety. No bond or other surety shall be required of Grantee at the inception of the Franchise. In the event Grantee is required by the Franchising Authority to obtain a bond or other surety in the future, the Franchising Authority agrees to give Grantee at least 60 days advance written notice thereof stating the specific reasons for such requirement. Such reasons must demonstrate a change in Grantee's legal, financial or technical qualifications that would materially prohibit or impair Grantee's ability to comply with the terms and conditions of this Franchise.

SECTION 7 - Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the

Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

- 7.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.
- 7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within thirty (30) days, or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide Grantee the opportunity to be heard.
- 7.4 <u>Enforcement</u>. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in Section 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:
 - A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
 - B. Commence an action at law for monetary damages or seek other equitable relief; or
 - C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 7.5.
- 7.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in Section 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has' not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days

prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant officials, agents, employees or consultants of the Franchising Authority, the testimony of other persons as permitted by law. A complete record minutes and audio tape shall be made of the hearing by the Franchising Authority.

Following the hearing, the Franchising Authority shall determine the franchise shall be revoked. If the Franchising Authority determines that the franchise shall be revoked, Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de nova*. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System within the Service Area is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 8 - Miscellaneous Provisions

- 8.1 <u>Actions of Parties.</u> In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.
- 8.2 <u>Entire Agreement</u>. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.
- 8.3 Notice. Unless expressly otherwise agreed between the parties, all notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or by email, where there is reasonable certainty that such email notice was sent to either a valid email address of the Franchise Authority, or to the email address provided to Grantee by the Franchising Authority as that of the Franchise Authority contact, as the case may be, and may be relied upon as valid and authentic written communication.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Adair Village City Administrator 6030 N.E. William R. Carr Ave. Adair Village, OR 97330

Notices or responses to the Grantee shall be addressed as follows:

Comcast of Oregon II, Inc. Attention: Government Affairs 11308 SW 68th Pkwy Tigard, OR 97223

With a copy to:

Comcast Attention: West Division Government Affairs 15815 25th Ave West Lynnwood, WA 98087

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section.

8.4 <u>Descriptive Headings</u>. The captions to sections contained herein are intended solely to facilitate the reading thereof Such captions shall not affect the meaning or interpretation of the text herein.

- 8.5. Severability. If any section, sentence, paragraph, term or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.
- 8.6 <u>Effective Date</u>. The effective date of this Franchise is July 1, 2022, pursuant to the provisions of applicable law. This Franchise shall expire on June 30, 2032, unless extended by the mutual agreement of the parties.

	APPROVED:
ATTEST:	Mayor
City Recorder	
Accepted this day of	, 2022 subject to applicable state and local law
	Comcast of Oregon II, Inc.

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

In the Matter of Adopting the Budget,)
Making Appropriations, and Levying Taxes)
For Fiscal Year 2022-2023)

RESOLUTION NO. 2022 -- #03

ADOPTING THE BUDGET

IT IS HEREBY RESOLVED that the City Council of the City of Adair Village hereby adopts the budget for the fiscal year 2022-2023 in the sum of \$9,843,684 now on file in the City Office.

MAKING APPROPRIATIONS

IT IS HEREBY RESOLVED by the City Council of the City of Adair Village, that the amounts for the fiscal year beginning July 1, 2022 and ending June 30, 2023 and for the purposes shown below are hereby appropriated as follows:

GENERAL FUND		
Administration		\$ 328,672
Parks		58,897
Public Safety		47,503
Non-Departmental		339,817
Capital Outlay		710,000
Debt Service		22,254
Transfers		59,884
Contingency		250,000
Comment	Total General Fund	\$ 1,817,027
GEODA O FIND		
STORM DRAIN FUND		\$30,159
Operations		200
Transfers		25,00 <u>0</u>
Contingency	Total Storm Drain Fund	\$ 55,359
	Total Storm Dram Fund	\$ 55,559
STREET FUND		
Street Maintenance & (Operations	\$ 68,095
Capital Outlay		2,500
Transfers		<u>200</u>
Contingency		100,000
	Total Street Fund	\$ 170,795
WASTEWATER FUND		
Operations		\$ 238,609
Capital Outlay		2,511,250
Debt Service		30,000
Transfers		1,000
Contingency		150,000
	Total Wastewater Fund	\$ 2,930,859

WATER FUND	
Operations	\$ 541,189
Capital Outlay	1,236,340
Debt Service	140,000
Transfers	3,200
Contingency	100,000
Total Water Fund	\$ 1,920,729
TOTAL APPROPRIATIONS	\$ 6,894,769
Reserve for Future Expenditure	2,948,915
TOTAL BUDGET	\$ 9,843,684

IMPOSING THE TAX

IT IS HEREBY RESOLVED that the City Council of the City of Adair Village hereby imposes the taxes provided for in the adopted budget at the rate of \$2.5894 per \$1000 of assessed valuation for operations; and that these taxes are hereby imposed and categorized for tax year 2022-2023 upon the assessed value of all taxable property within the City of Adair Village.

	GENERAL GOVERNMENT	EXCLUDED FROM LIMITATION
General Fund	\$2.5894 per \$1,000.00	\$0
DATED: This 7 th day of June, 2022		
Mayor	City Admini	 strator

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

In the Matter of Declaring the City's Election To Receive State Shared Revenues for 2022-23
RESOLUTION NO. 2022 - #4
WHEREAS, the Budget Committee held a public hearing to allow public input on the use of State Shared Revenue on April 12 th ; and
WHEREAS, the City Council has reviewed possible uses for State Shared Revenues for fiscal year 2022-23; now therefore
IT IS HEREBY RESOLVED by the City Council of the City of Adair Village, that pursuant to ORS 221.770, the City hereby elects to receive state revenue for fiscal year 2022-2023.
DATED: This 7 th day of June, 2022.
Mayor
City Administrator
I certify that a public hearing was held before the Budget Committee on April 12, 2022 and a public hearing before the City Council was held on June 7, 2022 giving the citizens an opportunity to comment on use of State Revenue Sharing.
City Administrator

	Current Budget	This Change	New Budget
General Fund:	<u>, </u>		
Non-departmental	148,674	55,000	203,674
Capital Outlay	10,000	700,000	710,000
Street Fund			
Street Fund:	63,210	20,000	83,210
Street Operations	,		*
Capital Outlay	98,700	70,000	168,700
Contingency	50,000	(20,000)	30,000
Water Fund:			
Capital Outlay	1,092,000	42,000	1,134,000
Contingency	100,000	(42,000)	58,000
Wastewater Fund:			
Wastewater Operations	210,229	6,000	216,229
•			
SDC Fund:			
Transfers Out	≟	700,000	700,000
Res. For Future Expenditure	1,699,062	(700,000)	999,062
*			

\$55,000 additional Tangent expenses & \$700,000 for property purchase

Adding \$20,000 for engineering Adding \$70,000 for SCA project Used contingency for engineering

Hospital Hill change order

\$6,000 for chemicals

Interfund loan for property purchase

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

IN THE MATTER OF INCREASING APPROPRIATIONS) TO ACCOUNT FOR UNANTICPATED EXPENDITURES)

WHEREAS, the City of Adair Village has identified various unexpected expenditures during the fiscal year; and,

WHEREAS, the City has received additional revenue to cover these expenditures or will transfer appropriations from contingency; and,

WHEREAS, supplemental budget adjustments are allowed when items were unknown at the time the fiscal 2021-22 budget was adopted;

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

SECTION 1:

The FY 2021-22 Budget is hereby amended as follows:

General Fund: Non-departmental Capital Outlay	Current Budget 148,674 10,000	This Change 55,000 700,000	New Budget 203,674 710,000
Street Fund: Street Operations Capital Outlay Contingency	63,210 98,700 50,000	20,000 70,000 (20,000)	83,210 168,700 30,000
Water Fund: Capital Outlay Contingency	1,092,000 100,000	42,000 (42,000)	1,134,000 58,000
Wastewater Fund: Wastewater Operations SDC Fund:	210,229	6,000	216,229
Transfers Out Res. For Future Expenditure	1,699,062	700,000 (700,000)	700,000 999,062

Mayor	City Administrator
DATED:	The 7 th day of June, 2022.
SECTION 2:	This resolution is effective immediately upon passage.

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

In the Matter of Interfund Loans to) Provide Proceeds for Purchasing Property) For Fiscal Year 2021-2022)
RESOLUTION NO. 2022 #03
WHEREAS, the City of Adair Village has identified an opportunity to purchase a desirable piece of real property; and,
WHEREAS, the City Council has approved pursuing the purchase of the property; and,
WHEREAS, the City Council has approved using funds from the SDC Fund to provide a source of financing for this purchase; and,
WHEREAS, the City Council intends for the City to repay the SDC Fund from available resources in the General Fund;
NOW, THEREFORE, BE IT RESOLVED by the City of Adair Village City Council that the General Fund will repay the SDC Fund as provided for in Exhibit A to this resolution. Nothing in this resolution shall prohibit the City from paying these funds back early.
DATED: This 7 th day of June, 2022
Mayor City Administrator

City of Adair Village Amortization Schedule

Term 20 years
Amount 700,000
Interest 1.00%
Annual Pmts 44,980.64

	Interest	Principal	Balance
4/1/2023	7,000.00	=	700,000.00
4/1/2024	7,000.00	₩.	700,000.00
4/1/2025	7,000.00	<u> </u>	700,000.00
4/1/2026	7,000.00	37,980.64	662,019.36
4/1/2027	6,620.19	38,360.45	623,658.91
4/1/2028	6,236.59	38,744.05	584,914.86
4/1/2029	5,849.15	39,131.49	545,783.37
4/1/2030	5,457.83	39,522.81	506,260.57
4/1/2031	5,062.61	39,918.03	466,342.53
4/1/2032	4,663.43	40,317.21	426,025.32
4/1/2033	4,260.25	40,720.39	385,304.93
4/1/2034	3,853.05	41,127.59	344,177.34
4/1/2035	3,441.77	41,538.87	302,638.47
4/1/2036	3,026.38	41,954.26	260,684.22
4/1/2037	2,606.84	42,373.80	218,310.42
4/1/2038	2,183.10	42,797.54	175,512.88
4/1/2039	1,755.13	43,225.51	132,287.37
4/1/2040	1,322.87	43,657.77	88,629.61
4/1/2041	886.30	44,094.34	44,535.26
4/1/2042	445.35	44,535.26	0.00