

AGENDA
VENETA CITY COUNCIL
MONDAY, JANUARY 12, 2015 – 2:00 P.M.

Veneta Administrative Center, 88184 8th Street, Veneta, Oregon

- 2:00 **1. CALL TO ORDER**
- 2:05 **2. PUBLIC COMMENT** - Maximum time 20 minutes. Speakers will be limited to 3 minutes each. The Council will not engage in any discussion or make any decisions based on public comment at this time; however, they may take comments under advisement for discussion and action at a future Council meeting.
- 2:10 **3. SWEARING-IN OF NEWLY ELECTED COUNCIL MEMBERS**
Tim Brooker - City Councilor
Thomas Cotter - City Councilor
- 2:20 **4. CONSENT AGENDA**
 - a. Minutes for December 8, 2014 Work Session with Lane County (pgs. 3-4)
 - b. Accounts Payable
 - i. Checks for Approval – Paid through December 29, 2014 (pgs. 5-11)
 - ii. To be Paid – Payable through January 6, 2015 (pgs. 13-21)
 - c. Code Enforcement Significant Activities Report - Fourth Quarter, 2014 (pg. 23)
- 2:25 **5. COUNCIL BUSINESS AND REPORTS**
 - a. Business
 - (1) Election of Council President
 - (2) Appointment to fill a Partial Park Board Vacancy (Position No. 7 expires March 31, 2016) (pg. 25)
 - b. Councilor/Committee Liaison Reports
- 2:35 **6. STAFF REPORTS**
 - a. Management Analyst.....Katie Babits
 - (1) Approval of Website Development Agreement with aha Consulting (pgs. 27-46)
 - 2:50 b. Community Development Director.....Kay Bork
 - (1) East. Bolton Rd. Sewer Improvement Project (pgs. 47-50)
 - 3:10 c. City Administrator.....Ric Ingham
 - (1) Questions from Councilors
- 3:20 **8. OTHER**
- 3:25 **9. ADJOURN**

Times are approximate. This meeting will be digitally recorded. (A) - indicates an attachment. Location is wheelchair accessible (WCA). Communication interpreter, including American Sign Language (ASL) interpretation, is available if notice is given at least 48 hours prior to the start of the meeting. Contact the Assistant City Recorder, Darci Henneman, via phone (541) 935-2191, Email dhenneman@ci.veneta.or.us, or TTY Telecommunications Relay Service 1-800-735-1232.

To access City Council meeting materials please go to <http://www.ci.veneta.or.us/meetings.cfm>

Minutes of the Veneta City Council Work Session December 8, 2014

Present: Sandra Larson, Thomas Cotter, Victoria Hedenstrom, and Thomas Laing

Absent: Brittany Boothe

Others: Ric Ingham, City Administrator; Kyle Schauer, Public Works Director; Katie Babits, Management Analyst; Darci Henneman, Assistant City Recorder; Lydia McKinney, Lane County Transportation Planning Manager; Bill Morgan, Lane County Engineer; Jay Bozievich, Lane County Commissioner; and Joan Mariner, Fern Ridge Review

1. CALL TO ORDER

Mayor Sandra Larson called the Veneta City Council to order at 7:30 p.m.

2. SUPPORT LANE COUNTY IN PLACING A COUNTY VEHICLE REGISTRATION FEE ON THE MAY, 2015 BALLOT

Lydia McKinney reviewed her presentation on the Vehicle Registration Fee proposed by the Lane County Board of Commissioners (LCBC).

In response to a question from Thomas Cotter, Commissioner Bozievich said all trucks pay gas taxes which is calculated from driver mileage logs kept by all truck drivers.

In response to a question from Thomas Laing, Ms. McKinney said even though we've see an increase in the gas tax, the amount of money generated from gas tax is less because of electric cars, better mileage, and people are using different forms of transportation. She said vehicles will continue to become more efficient.

In response to a question from Victoria Hedenstrom, Ms. McKinney said if we don't start building back the reserve the backlog of maintenance increases drastically. She said we realize this doesn't completely solve the problem but it will close the gap from 9 million dollars to about 3 million dollars.

In response to a question from Thomas Laing, Ms. McKinney said the grant program started in 2012 continues to be successful for capital projects only but not for general maintenance. She said imposing a local Vehicle Registration Fee (VRF) rose to the top as the easiest and most cost efficient way to fund the road maintenance reserves. She said ORS specifies that a percentage of the funds collected (based on city population) will be distributed directly to cities. She said Veneta will receive \$78,000 to \$100,000 annually and all of those funds are earmarked specifically for road maintenance only.

Ms. McKinney reviewed the timeline for getting the VRF on the May ballot.

In response to a question from Mayor Larson, Ms. McKinney said recreational vehicles are not included because they already pay a registration fee that feeds the Oregon State Parks system.

In response to a question from Victoria Hedenstrom, Ms. McKinney said currently, nationwide, Oregon is ranked as the eighth lowest as far as what residents pay for gas tax, road maintenance, and registration fees. Ms. McKinney said the State of Oregon is considering a registration fee and gas tax increase.

Commissioner Bozievich said if the State of Oregon does increase its VRF, the County wouldn't impose the maximum fee of \$35 per vehicle and \$20 per motorcycle every two years.

In response to a question from Victoria Hedenstrom, Ms. McKinney said the VRF would be collected by the state and tacked on to the current registration fee already in place.

In response to a question from Tim Brooker, Commissioner Bozievich said the reserves came from Capitol Hill and the Secure Rural Schools funds (SRS). He said every time a SRS is re-upped, they cut the amount of money by just a little bit which doesn't make us whole but it does help. He said this is a nationwide issue about US Forest Service Harvests which is what we've been living off of for the last five or six years and we've used those reserves. He said if we don't do something soon, we're going to have a backlog of road maintenance countywide. He said it's critical that LCBC take local action.

In response to a question from Victoria Hedenstrom, Mr. McKinney said Multnomah County is the only county statewide that has passed a registration fee. She said Benton County Commissioners passed the fee without putting it to the voters and it was recalled. She said Washington County Commissioners included the fee on their last ballot but it was unsuccessful.

Bill Morgan said if voters pass the VRF, 11.5 million dollars would be earmarked for road maintenance; Lane County would receive approximately 6.5 million dollars and 4.2 million dollars would be distributed among all incorporated Lane County cities.

After a thorough discussion Mayor Larson, Thomas Cotter, and Thomas Laing requested staff put this item on the December 15th agenda in order for Mayor Larson to sign the letter supporting the VRF be placed on the May 2015 ballot. Victoria Hedenstrom was undecided.

6. OTHER

Commissioner Bozievich said he met with Frannie Brindle, ODOT Region Two Area 5 Manager, and discussed forming a small safety task force for Highway 126. He said he had a brief discussion with Tim Brooker and Chief Terry Ney who both indicated they would like to serve on the task force. He said folks from west of the Highway 126 tunnel would also be on the task force along with ODOT Safety Engineer, Angela Cargile.

7. ADJOURN

Mayor Larson adjourned the Veneta City Council at 8:41 p.m.

XXXXXXXXXXXXXXXXX

Sandra Larson, Mayor

ATTEST:

XXXXXXXXXXXXXXXXX

Darci Henneman, Assistant City Recorder
(Minutes prepared by DHenneman)

Accounts Payable Checks for Approval



User: mindy
Printed: 01/02/2015 - 11:09 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
18356	12/31/2014	GENERAL FUND	Bldg Maint/Janitorial Sup	Apex Systems	55.20
18356	12/31/2014	PLANNING FUND	City Hall Maint/Janitorial Sup	Apex Systems	13.80
18356	12/31/2014	WATER FUND	Bldg & Yard Maintenance	Apex Systems	75.00
18356	12/31/2014	SEWER FUND	WW Treatment Plant Maintenance	Apex Systems	75.00
18356	12/31/2014	PARKS and RECREATION	Pool Bldg Janitorial - Maint	Apex Systems	69.00
Check Total:					288.00
18357	12/31/2014	PLANNING FUND	Training & Conferences	Automation Plus	80.00
Check Total:					80.00
Report Total:					368.00

Accounts Payable Checks for Approval



User: mindy
Printed: 01/02/2015 - 11:10 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
18360	12/31/2014	GENERAL FUND	Bail Payable	Christie Beaudoin	40.00
				Check Total:	40.00
18361	12/31/2014	GENERAL FUND	Admin Supplies & Services	Kay Borik	12.10
				Check Total:	12.10
18362	12/31/2014	STREET FUND	Street Maintenance	Braun Excavating Inc	550.00
				Check Total:	550.00
18363	12/31/2014	GENERAL FUND	Refunds - Court	Robert Brown, Jr	5.00
				Check Total:	5.00
18364	12/31/2014	GENERAL FUND	Admin Supplies & Services	Sharon Carroll	67.00
				Check Total:	67.00
18365	12/31/2014	WATER FUND	Telephone Services	CenturyLink Communications, LL	160.85
				Check Total:	160.85
18366	12/31/2014	CAP CONSTRUCTION-SEWER	System Expansion	Civil West Engineering Service	126.10
18366	12/31/2014	SEWER FUND	System Improvement/Expansion	Civil West Engineering Service	67.90
				Check Total:	194.00
18367	12/31/2014	GENERAL FUND	Public Relations	Milton Decker	100.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	100.00
18368	12/31/2014	PARKS and RECREATION	Territorial Park Electricity	EPUD	16.29
18368	12/31/2014	PARKS and RECREATION	Pool Utilities	EPUD	495.24
18368	12/31/2014	WATER FUND	Electricity	EPUD	25.95
18368	12/31/2014	GENERAL FUND	Electricity	EPUD	390.37
18368	12/31/2014	PLANNING FUND	Electricity	EPUD	97.59
18368	12/31/2014	SEWER FUND	Electricity	EPUD	151.17
18368	12/31/2014	SEWER FUND	Electricity	EPUD	94.23
18368	12/31/2014	WATER FUND	Electricity	EPUD	15.58
18368	12/31/2014	STREET FUND	Electricity-Street Lights	EPUD	2,450.91
				Check Total:	3,737.33
18369	12/31/2014	WATER FUND	Water Purchase	Eugene Water & Electric Board	892.24
18369	12/31/2014	WATER FUND	Water Purchase	Eugene Water & Electric Board	9,550.30
				Check Total:	10,442.54
18370	12/31/2014	LAW ENFORCEMENT FUND	Admin Supplies & Services	Figaro's Pizza	84.45
				Check Total:	84.45
18371	12/31/2014	GENERAL FUND	Ordinance Enforcement	Fern Ridge Review	24.00
18371	12/31/2014	GENERAL FUND	Publishing Costs	Fern Ridge Review	136.00
				Check Total:	160.00
18372	12/31/2014	PLANNING FUND	Training & Conferences	Lisa Garbett	6.00
				Check Total:	6.00
18373	12/31/2014	GENERAL FUND	Refunds	Garrett Sign Co., Inc	25.00
				Check Total:	25.00
18374	12/31/2014	GENERAL FUND	Admin Supplies & Services	Darci Henneman	68.08
18374	12/31/2014	PLANNING FUND	Admin Services & Supplies	Darci Henneman	36.65
				Check Total:	104.73
18375	12/31/2014	GENERAL FUND	Internet & Web Site Fees	Hunter Communications, Inc	91.48

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
18375	12/31/2014	PLANNING FUND	Internet & Web Site Fees	Hunter Communications, Inc	30.50
18375	12/31/2014	WATER FUND	Internet & Web Site Fees	Hunter Communications, Inc	121.98
18375	12/31/2014	SEWER FUND	Internet & Web Site Fees	Hunter Communications, Inc	60.99
Check Total:					304.95
18376	12/31/2014	GENERAL FUND	Telephone Services	Info Structure	388.32
18376	12/31/2014	PLANNING FUND	Telephone	Info Structure	97.09
18376	12/31/2014	SEWER FUND	Telephone Services	Info Structure	46.05
18376	12/31/2014	PARKS and RECREATION	Pool Utilities	Info Structure	40.64
Check Total:					572.10
18377	12/31/2014	GENERAL FUND	Telephone Services	R Ric Ingham	50.00
18377	12/31/2014	GENERAL FUND	Travel - Staff	R Ric Ingham	196.00
18377	12/31/2014	GENERAL FUND	Telephone Services	R Ric Ingham	50.00
18377	12/31/2014	GENERAL FUND	Travel - Staff	R Ric Ingham	312.50
Check Total:					608.50
18378	12/31/2014	WATER FUND	Deferred Revenue	Jan Kronke	7.68
Check Total:					7.68
18379	12/31/2014	GENERAL FUND	Ordinance Enforcement	Lane County Deeds & Records	42.00
18379	12/31/2014	GENERAL FUND	Ordinance Enforcement	Lane County Deeds & Records	37.00
Check Total:					79.00
18380	12/31/2014	GENERAL FUND	Other Professional Services	Office Team	126.59
18380	12/31/2014	WATER FUND	Other Professional Services	Office Team	126.59
18380	12/31/2014	SEWER FUND	Other Professional Services	Office Team	130.42
18380	12/31/2014	GENERAL FUND	Other Professional Services	Office Team	126.59
18380	12/31/2014	WATER FUND	Other Professional Services	Office Team	126.59
18380	12/31/2014	SEWER FUND	Other Professional Services	Office Team	130.42
18380	12/31/2014	GENERAL FUND	Other Professional Services	Office Team	126.59
18380	12/31/2014	WATER FUND	Other Professional Services	Office Team	126.59
18380	12/31/2014	SEWER FUND	Other Professional Services	Office Team	130.42
Check Total:					1,150.80
18381	12/31/2014	GENERAL FUND	Professional Dues	OR Assoc of Municipal Recorder	50.00"

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
18382	12/31/2014	STREET FUND	Street Rehabilitation	Pavement Services, Inc	50.00
Check Total:					18,467.88
18383	12/31/2014	GENERAL FUND	Office Machine Leases	Pitney Bowes	14.15
18383	12/31/2014	GENERAL FUND	Office Machine Leases	Pitney Bowes	21.79
18383	12/31/2014	PARKS and RECREATION	Office Machine Leases	Pitney Bowes	0.95
18383	12/31/2014	WATER FUND	Office Machine Leases	Pitney Bowes	141.07
18383	12/31/2014	SEWER FUND	Office Machine Leases	Pitney Bowes	155.14
18383	12/31/2014	GENERAL FUND	Office Machine Leases	Pitney Bowes	33.70
18383	12/31/2014	PLANNING FUND	Office Machine Lease	Pitney Bowes	5.80
Check Total:					372.60
18384	12/31/2014	WATER FUND	Admin Supplies & Services	Printers Alliance	54.00
18384	12/31/2014	SEWER FUND	Admin Supplies & Services	Printers Alliance	54.00
18384	12/31/2014	STORMWATER DRAINAGE	Admin Supplies & Services	Printers Alliance	12.00
18384	12/31/2014	GENERAL FUND	Municipal Court Supplies	Printers Alliance	125.00
Check Total:					245.00
18385	12/31/2014	WATER FUND	Deferred Revenue	William Reed	25.15
Check Total:					25.15
18386	12/31/2014	GENERAL FUND	Office Machine Maintenance	Ricoh USA, Inc.	82.31
18386	12/31/2014	PLANNING FUND	Office Machine Maintenance	Ricoh USA, Inc.	27.44
Check Total:					109.75
18387	12/31/2014	GENERAL FUND	Audit & Filing Fees	Division of Audits Secretary of State	350.00
Check Total:					350.00
18388	12/31/2014	GENERAL FUND	Admin Supplies & Services	State of Oregon	40.00
Check Total:					40.00
18389	12/31/2014	GENERAL FUND	Audit & Filing Fees	Steve Tuchscherer, CPA, PC	3,958.50
18389	12/31/2014	PARKS and RECREATION	Audit & Filing Fees	Steve Tuchscherer, CPA, PC	1,399.14

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
18389	12/31/2014	PLANNING FUND	Audit & Filing Fees	Steve Tuchscherer, CPA, PC	330.85
18389	12/31/2014	WATER FUND	Audit & Filing Fees	Steve Tuchscherer, CPA, PC	3,494.61
18389	12/31/2014	SEWER FUND	Audit & Filing Fees	Steve Tuchscherer, CPA, PC	2,784.66
18389	12/31/2014	STREET FUND	Audit & Filing Fees	Steve Tuchscherer, CPA, PC	2,330.77
18389	12/31/2014	STORMWATER DRAINAGE	Audit & Filing Fees	Steve Tuchscherer, CPA, PC	26.47
Check Total:					14,325.00
18390	12/31/2014	GENERAL FUND	Admin Supplies & Services	Staples Contract and Commercial	223.52
18390	12/31/2014	PLANNING FUND	Admin Services & Supplies	Staples Contract and Commercial	120.36
18390	12/31/2014	GENERAL FUND	Admin Supplies & Services	Staples Contract and Commercial	4.22
18390	12/31/2014	PLANNING FUND	Admin Services & Supplies	Staples Contract and Commercial	2.27
18390	12/31/2014	GENERAL FUND	Admin Supplies & Services	Staples Contract and Commercial	6.49
18390	12/31/2014	PLANNING FUND	Admin Services & Supplies	Staples Contract and Commercial	3.50
18390	12/31/2014	GENERAL FUND	Admin Supplies & Services	Staples Contract and Commercial	5.84
18390	12/31/2014	PLANNING FUND	Admin Services & Supplies	Staples Contract and Commercial	3.15
18390	12/31/2014	GENERAL FUND	Admin Supplies & Services	Staples Contract and Commercial	-5.84
18390	12/31/2014	PLANNING FUND	Admin Services & Supplies	Staples Contract and Commercial	-3.15
18390	12/31/2014	GENERAL FUND	Admin Supplies & Services	Staples Contract and Commercial	29.22
18390	12/31/2014	PLANNING FUND	Admin Services & Supplies	Staples Contract and Commercial	15.73
18390	12/31/2014	GENERAL FUND	Admin Supplies & Services	Staples Contract and Commercial	15.92
18390	12/31/2014	PLANNING FUND	Admin Services & Supplies	Staples Contract and Commercial	8.56
18390	12/31/2014	GENERAL FUND	Admin Supplies & Services	Staples Contract and Commercial	-11.69
18390	12/31/2014	PLANNING FUND	Admin Services & Supplies	Staples Contract and Commercial	-6.29
Check Total:					411.81
18391	12/31/2014	GENERAL FUND	Bldg Maint/Janitorial Sup	Swanson's Pest Mgt	31.20
18391	12/31/2014	PLANNING FUND	City Hall Maint/Janitorial Sup	Swanson's Pest Mgt	7.80
18391	12/31/2014	PARKS and RECREATION	Community Ctr Janitorial&Maint	Swanson's Pest Mgt	33.00
Check Total:					72.00
18392	12/31/2014	GENERAL FUND	Public Relations	United Rentals Northwest, Inc.	391.16
18392	12/31/2014	WATER FUND	System Maintenance	United Rentals Northwest, Inc.	48.00
18392	12/31/2014	SEWER FUND	System Maintenance	United Rentals Northwest, Inc.	48.00
Check Total:					487.16
18393	12/31/2014	WATER FUND	System Operating Supplies	USA Blue Book	189.94
18393	12/31/2014	SEWER FUND	System Operating Supplies	USA Blue Book	48.40
Check Total:					238.34

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
18394	12/31/2014	DEBT SERVICE FUND	Pool Bond Principal	U.S. Bank National Association	38,000.00
18394	12/31/2014	DEBT SERVICE FUND	Pool Bond Interest	U.S. Bank National Association	21,604.19
				Check Total:	59,604.19
18395	12/31/2014	GENERAL FUND	Bail Payable	Elizabeth Washburn	40.00
				Check Total:	40.00
				Report Total:	113,250.91

Accounts Payable To Be Paid Proof List

User: mindy
 Printed: 01/08/2015 - 9:07 AM
 Batch: 002-01-2015



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
AbvMess Above The Mess										
123114-27	12/31/2014	438.00	0.00	01/13/2015	Monthly Contract		-	No		0000
100-100-52055	Janitorial Services Contract									
123114-27	12/31/2014	109.50	0.00	01/13/2015	Monthly Contract		-	No		0000
140-140-52055	Janitorial Services Contract									
123114-27	12/31/2014	182.50	0.00	01/13/2015	Monthly Contract		-	No		0000
130-530-52055	Community Ctr Janitorial&Maint									
	123114-27 Total:	730.00								
	AbvMess Total:	730.00								
AccInfo Access Information Management										
0829409	11/30/2014	76.40	0.00	01/13/2015	Confidential shredding services		-	No		0000
100-100-51010	Admin Supplies & Services									
	0829409 Total:	76.40								
	AccInfo Total:	76.40								
ALSCO ALSCO										
December 2014	12/31/2014	214.27	0.00	01/13/2015			-	No		0000
100-100-51050	Bldg Maint/Janitorial Sup									
December 2014	12/31/2014	53.57	0.00	01/13/2015			-	No		0000
140-140-51050	City Hall Maint/Janitorial Sup									
	December 2014 Total:	267.84								
	ALSCO Total:	267.84								
AnalyLab Analytical Laboratory Group										
61971 (DW)	12/31/2014	122.50	0.00	01/13/2015	Drinking water		-	No		0000
210-210-53055	System Quality Tests									
	61971 (DW) Total:	122.50								
61971 (WW)	12/31/2014	748.00	0.00	01/13/2014	Wastewater		-	No		0000
220-220-53055	System Quality Tests									
	61971 (WW) Total:	748.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
AnalyLab Total:		870.50								
BiMart Bi-Mart Corporation										
December 2014	12/27/2014	8.42	0.00	01/13/2015	Various needs		-	No		0000
100-100-51010	Admin Supplies & Services									
December 2014	12/27/2014	4.53	0.00	01/13/2015	Various needs		-	No		0000
140-140-51010	Admin Services & Supplies									
December 2014	12/27/2014	12.99	0.00	01/13/2015	Various needs		-	No		0000
130-530-52055	Community Ctr Janitorial&Maint									
December 2014	12/27/2014	3.98	0.00	01/13/2015	Various needs		-	No		0000
100-100-51050	Bldg Maint/Janitorial Sup									
December 2014	12/27/2014	13.97	0.00	01/13/2015	Various needs		-	No		0000
220-220-53040	System Maintenance									
December 2014	12/27/2014	23.97	0.00	01/13/2015	Various needs		-	No		0000
230-230-53065	Bldg & Yard Maintenance									
December 2014 Total:		67.86								
BiMart Total:		67.86								
BucSan Buck's Sanitary Service										
A-30512	12/31/2014	53.00	0.00	01/13/2015	Fern Park unit		-	No		0000
130-130-53210	Park Maintenance									
A-30512 Total:		53.00								
A-30513	12/31/2014	53.00	0.00	01/13/2015	City Park Unit		-	No		0000
130-130-53210	Park Maintenance									
A-30513 Total:		53.00								
A-30514	12/31/2014	98.50	0.00	01/13/2015	Skate Park unit		-	No		0000
130-130-53210	Park Maintenance									
A-30514 Total:		98.50								
BucSan Total:		204.50								
BuiDep Building Department The										
Dec 2014	11/05/2014	570.00	0.00	01/13/2015	Inspection Services		-	No		0000
100-100-52030	Electrical Permit Inspections									
Dec 2014	11/05/2014	3,512.21	0.00	01/13/2015	Inspection Services		-	No		0000
100-100-52025	Building Permit Inspections									
Dec 2014 Total:		4,082.21								
Nov 2014	11/05/2014	4,738.95	0.00	01/13/2015	Insption Svcs (ck not recvd-replace ck)		-	No		0000
100-100-52025	Building Permit Inspections									
Nov 2014	11/05/2014	504.00	0.00	01/13/2015	Insption Svcs (ck not recvd-replace ck)		-	No		0000
100-100-52030	Electrical Permit Inspections									
Nov 2014 Total:		5,242.95								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
BuiDep Total:		9,325.16								
CardSvc Card Service Center										
12/14 BB	12/29/2014	43.00	0.00	01/13/2015	B Boothe farewell		-	No		0000
100-100-51010	Admin Supplies & Services									
12/14 BB Total:		43.00								
12/14 MSonline	12/29/2014	31.79	0.00	01/13/2015	Anti virus		-	No		0000
100-100-52045	Computer System Support-Maint									
12/14 MSonline	12/29/2014	2.92	0.00	01/13/2015	Anti virus		-	No		0000
100-160-52045	Computer System Support-Maint									
12/14 MSonline	12/29/2014	4.08	0.00	01/13/2015	Anti virus		-	No		0000
100-170-52045	Computer System Support/Maint									
12/14 MSonline	12/29/2014	3.21	0.00	01/13/2015	Anti virus		-	No		0000
130-130-52045	Computer System Support-Maint									
12/14 MSonline	12/29/2014	2.33	0.00	01/13/2015	Anti virus		-	No		0000
130-520-52045	Computer System Support/Maint									
12/14 MSonline	12/29/2014	12.83	0.00	01/13/2015	Anti virus		-	No		0000
140-140-52045	Computer System Support-Maint									
12/14 MSonline	12/29/2014	11.38	0.00	01/13/2015	Anti virus		-	No		0000
210-210-52045	Computer System Support-Maint									
12/14 MSonline	12/29/2014	16.04	0.00	01/13/2015	Anti virus		-	No		0000
220-220-52045	Computer System Support-Maint									
12/14 MSonline	12/29/2014	1.75	0.00	01/13/2015	Anti virus		-	No		0000
230-230-52045	Computer System Support-Maint									
12/14 MSonline	12/29/2014	1.17	0.00	01/13/2015	Anti virus		-	No		0000
240-240-52045	Computer System Support-Maint									
12/14 MSonline Total:		87.50								
12/14 PO 4194	12/29/2014	33.99	0.00	01/13/2015	Park Board activity needs		-	No		0000
130-130-54620	Park Board Events & Activities									
12/14 PO 4194 Total:		33.99								
12/14 PO 4552	12/29/2014	84.00	0.00	01/13/2015	Large format maps		-	No		0000
100-100-51010	Admin Supplies & Services									
12/14 PO 4552	12/29/2014	84.00	0.00	01/13/2015	Large format maps		-	No		0000
140-140-51010	Admin Services & Supplies									
12/14 PO 4552	12/29/2014	84.00	0.00	01/13/2015	Large format maps		-	No		0000
210-210-51010	Admin Supplies & Services									
12/14 PO 4552	12/29/2014	84.00	0.00	01/13/2015	Large format maps		-	No		0000
220-220-51010	Admin Supplies & Services									
12/14 PO 4552 Total:		336.00								
CardSvc Total:		500.49								
ChaCon Chaves Consulting Inc										
141209	12/19/2014	1,250.00	0.00	01/13/2015	Annual User Group Fees 2015		-	No		0000
100-160-52045	Computer System Support-Maint									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	141209 Total:	1,250.00								
	ChaCon Total:	1,250.00								
	CivWest Civil West Engineering Service									
	3101-006.03 12/29/2014	1,028.95	0.00	01/13/2015	Services 11/26-12/25/2014		-		No	0000
	314-314-60130 System Expansion									
	3101-006.03 12/29/2014	554.05	0.00	01/13/2015	Services 11/26-12/25/2014		-		No	0000
	220-220-61610 System Improvement/Expansion									
	3101-006.03 Total:	1,583.00								
	CivWest Total:	1,583.00								
	DLAinc DLA Inc									
	5032 12/28/2014	1,061.80	0.00	01/13/2015	Hwy 126 & Territorial Beautification		-		No	0000
	230-230-52290 Other Professional Services									
	5032 Total:	1,061.80								
	DLAinc Total:	1,061.80								
	Ferg3021 FEI #3011 Waterworks									
	0439179 12/24/2014	38.23	0.00	01/13/2015	System needs - PO 4483		-		No	0000
	210-210-51515 Tools & Small Equipment									
	0439179 12/24/2014	38.23	0.00	01/13/2015	System needs - PO 4483		-		No	0000
	220-220-51515 Tools & Small Equipment									
	0439179 Total:	76.46								
	Ferg3021 Total:	76.46								
	FullCity Full City Coffee Roasters									
	538493/PO 4554 01/05/2015	49.43	0.00	01/13/2015	Office coffee		-		No	0000
	100-100-51010 Admin Supplies & Services									
	538493/PO 4554 01/05/2015	26.62	0.00	01/13/2015	Office Coffee		-		No	0000
	140-140-51010 Admin Services & Supplies									
	538493/PO 4554 Total:	76.05								
	FullCity Total:	76.05								
	JerBro Jerry Brown Co									
	Dec 2014 12/31/2014	34.24	0.00	01/13/2015	Fuel usage		-		No	0000
	100-100-51075 Travel - Staff									
	Dec 2014 12/31/2014	68.47	0.00	01/13/2015	Fuel usage		-		No	0000
	130-130-53030 Vehicle Operation/Maintenance									
	Dec 2014 12/31/2014	68.47	0.00	01/13/2015	Fuel usage		-		No	0000
	230-230-53030 Vehicle Operation-Maintenance									

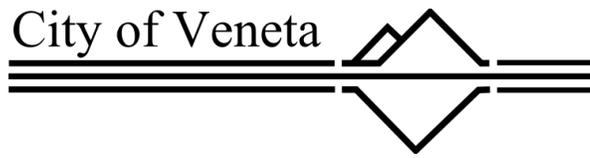
Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Dec 2014	12/31/2014	273.90	0.00	01/13/2015	Fuel usage		-			0000
210-210-53030	Vehicle Operation&Maintenance									No
Dec 2014	12/31/2014	239.66	0.00	01/13/2015	Fuel usage		-			0000
220-220-53030	Vehicle Operation&Maintenance									No
	Dec 2014 Total:	684.74								
	JerBro Total:	684.74								
KelTru Kelleys True Value Hardware										
December 2014	12/31/2014	1.29	0.00	01/13/2015	Various needs		-			0000
220-220-53040	System Maintenance									No
December 2014	12/31/2014	41.43	0.00	01/13/2015	Various needs		-			0000
210-210-51055	Safety Supplies									No
December 2014	12/31/2014	3.26	0.00	01/13/2015	Various needs		-			0000
100-100-51050	Bldg Maint/Janitorial Sup									No
December 2014	12/31/2014	0.82	0.00	01/13/2015	Various needs		-			0000
140-140-51050	City Hall Maint/Janitorial Sup									No
December 2014	12/31/2014	4.93	0.00	01/13/2015	Various needs		-			0000
210-210-53065	Bldg & Yard Maintenance									No
	December 2014 Total:	51.73								
	KelTru Total:	51.73								
LanCoAc Lane Co Accts Receivable										
December 2014	01/05/2015	1,528.30	0.00	01/13/2015	Assmnts collected less 15% collection		-			0000
100-000-20330	County Fine Assessment Payable									No
	December 2014 Total:	1,528.30								
November 2014	12/15/2014	1,064.85	0.00	01/13/2015	Assmnts collected less 15% collection		-			0000
100-000-20330	County Fine Assessment Payable									No
	November 2014 Total:	1,064.85								
	LanCoAc Total:	2,593.15								
LanCoSh Lane County Sheriff's Ofc										
SO4992	01/02/2015	201,576.50	0.00	01/13/2015	2nd Qtr FY 2014-2015		-			0000
120-120-52210	Law Enforcement Contract									No
	SO4992 Total:	201,576.50								
	LanCoSh Total:	201,576.50								
LanEle Lane Electric Coop Inc										
42000	12/14	567.08	0.00	01/13/2015	Various Street Lights		-			0000
230-230-51035	Electricity-Street Lights									No
	42000 12/14 Total:	567.08								
42002	12/14	241.39	0.00	01/13/2015	Community Center		-			0000
130-530-51035	Electricity-Community Center									No

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
42005 12/14	42002 12/14 Total:	241.39								
230-230-51035	12/31/2014 Electricity-Street Lights	41.18	0.00	01/13/2015	Various Street Lights		-	No		0000
42007 12/14	42005 12/14 Total:	41.18								
100-100-51100	12/31/2014 Welcome Sign Maintenance	125.46	0.00	01/13/2015	Hwy 126 Welcome Sign		-	No		0000
42008 12/14	42007 12/14 Total:	125.46								
220-220-51035	12/31/2014 Electricity	4,399.72	0.00	01/13/2015	Wastewater Treatment Plant		-	No		0000
42009 12/14	42008 12/14 Total:	4,399.72								
210-210-51035	12/31/2014 Electricity	199.50	0.00	01/13/2015	Bolton Hill Reservoir		-	No		0000
42010 12/14	42009 12/14 Total:	199.50								
230-230-51035	12/31/2014 Electricity-Street Lights	444.00	0.00	01/13/2015	Various Street Lights		-	No		0000
42011 12/14	42010 12/14 Total:	444.00								
230-230-51035	12/31/2014 Electricity-Street Lights	70.38	0.00	01/13/2015	Various Street Lights		-	No		0000
42012 12/14	42011 12/14 Total:	70.38								
230-230-51035	12/31/2014 Electricity-Street Lights	113.22	0.00	01/13/2015	Various Street Lights		-	No		0000
42013 12/14	42012 12/14 Total:	113.22								
210-210-51035	12/31/2014 Electricity	36.34	0.00	01/13/2015	Huston/Tidball pump		-	No		0000
	42013 12/14 Total:	36.34								
	LanEle Total:	6,238.27								
MidSta Mid-State Industrial Svc										
157575	12/18/2014	1,830.00	0.00	01/13/2015	Monthly Contract		-	No		0000
230-230-53150	Street Sweeping Contract	1,830.00								
	157575 Total:	1,830.00								
	MidSta Total:	1,830.00								
NexCom Nextel Communications										
886952530-109	12/27/2014	39.86	0.00	01/13/2015	Cell phones 12/2014		-	No		0000
100-100-51030	Telephone Services	39.86	0.00	01/13/2015	Cell phones 12/2014		-	No		0000
886952530-109	12/27/2014	59.77	0.00	01/13/2015	Cell phones 12/2014		-	No		0000
130-130-51030	Telephone Services	59.77	0.00	01/13/2015	Cell phones 12/2014		-	No		0000
886952530-109	12/27/2014	59.77	0.00	01/13/2015	Cell phones 12/2014		-	No		0000
210-210-51030	Telephone Services	59.77	0.00	01/13/2015	Cell phones 12/2014		-	No		0000
886952530-109	12/27/2014	39.86	0.00	01/13/2015	Cell phones 12/2014		-	No		0000
220-220-51030	Telephone Services	39.86	0.00	01/13/2015	Cell phones 12/2014		-	No		0000
886952530-109	12/27/2014									
230-230-51030	Telephone Services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	886952530-109 Total:	239.12								
	NexCom Total:	239.12								
<hr/>										
ODOR ODOR - Court										
December 2014	01/05/2015	933.00	0.00	01/13/2015	Unitary Assessment		-	No		0000
100-000-20320	State Fine Assessments Payable									
	December 2014 Total:	933.00								
November 2014	12/15/2014	702.00	0.00	01/13/2015	Unitary Assessment		-	No		0000
100-000-20320	State Fine Assessments Payable									
November 2014	12/15/2014	7.00	0.00	01/13/2015	Other St fees		-	No		0000
100-000-20330	County Fine Assessment Payable									
	November 2014 Total:	709.00								
	ODOR Total:	1,642.00								
<hr/>										
OfcTeam Office Team										
42027072	12/29/2014	50.63	0.00	01/13/2015	T Weller Wk End Dt 12/26/2014		-	No		0000
100-100-52290	Other Professional Services									
42027072	12/29/2014	50.64	0.00	01/13/2015	T Weller Wk End Dt 12/26/2014		-	No		0000
210-210-52290	Other Professional Services									
42027072	12/29/2014	52.17	0.00	01/13/2015	T Weller Wk End Dt 12/26/2014		-	No		0000
220-220-52290	Other Professional Services									
	42027072 Total:	153.44								
	OfcTeam Total:	153.44								
<hr/>										
OneCal One Call Concepts Inc										
4120495	12/31/2014	5.94	0.00	01/13/2015	Uitlity Locates MMYear		-	No		0000
210-210-51030	Telephone Services									
4120495	12/31/2014	5.94	0.00	01/13/2015	Uitlity Locates MMYear		-	No		0000
220-220-51030	Telephone Services									
	4120495 Total:	11.88								
	OneCal Total:	11.88								
<hr/>										
OrAsso Oregon Assoc of										
6830	12/31/2014	171.00	0.00	01/13/2015	Annual Membership fee		-	No		0000
210-210-51020	Professional Dues									
	6830 Total:	171.00								
	OrAsso Total:	171.00								
<hr/>										
OReilly O'Reilly Automotive, Inc										
Dec 2014	12/28/2014	2.29	0.00	01/13/2015	Various needs		-	No		0000
210-210-53020	System Operating Supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	Dec 2014 Total:	2.29								
	OReilly Total:	2.29								
OrmKip Orme Kip	12/31/2014	50.00	0.00	01/13/2015	Cell phone stipend		-	No		0000
KOrme 12/14	Telephone Services	50.00								
220-220-51030	KOrme 12/14 Total:	50.00								
	OrmKip Total:	50.00								
SchKyl Schauer Kyle	01/05/2015	50.00	0.00	01/13/2015	Cell phone stipend		-	No		0000
KSchauer 12/14	Telephone Services	50.00								
210-210-51030	KSchauer 12/14 Total:	50.00								
	SchKyl Total:	50.00								
SiuBan Siuslaw Bank	01/06/2015	19,614.48	0.00	01/13/2015	Lots 400/600 principal		-	No		0000
3rd Qtr FY14/15	Loan Principal-Lot 400/600	2,907.52								
340-340-65410	3rd Qtr FY14/15	22,522.00								
340-340-65420	Loan Interest-Lot 400/600	22,522.00								
	3rd Qtr FY14/15 Total:	22,522.00								
	SiuBan Total:	22,522.00								
TyrOil Tyree Oil Inc	12/30/2014	707.22	0.00	01/13/2015	De-greaser - PO 4459		-	No		0000
0497147-IN	System Operating Supplies	707.22								
220-220-53020	0497147-IN Total:	707.22								
	TyrOil Total:	707.22								
UnivOre University of Oregon	12/31/2014	6,250.00	0.00	01/13/2015	Period date: 10/01/14 - 12/31/2014		-	No		0000
378710 - 3	Comprehensive Plan-Public Fac	6,250.00								
140-140-52070	378710 - 3 Total:	6,250.00								
	UnivOre Total:	6,250.00								
WeStElec Western States Electrical Cons	12/31/2004	967.57	0.00	01/13/2015	Replace lights-Hwy 126		-	No		0000
11397	Welcome Sign Maintenance	967.57			sign/Downtown Its					
100-100-51100	11397 Total:	967.57								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
WeStElec Total:		967.57								
WilWin Wilco-Winfield LLC										
1004953-481	12/17/2014	164.00	0.00	01/13/2015	Lime - PO 4482		-		No	0000
130-130-53210	Park Maintenance									
1004953-481	12/17/2014	41.00	0.00	01/13/2015	Lime - PO 4482		-		No	0000
100-100-51050	Bldg Maint/Janitorial Sup									
1004953-481 Total:		205.00								
WilWin Total:		205.00								
Report Total:		262,035.97								



MEMORANDUM

Date: January 12, 2015
To: City Council
From: Teresa Warrick, Code Enforcement Officer
Subject: Code Enforcement Report for the Fourth Quarter of 2014 (October-December)

High Grass No Enforcement after 09/30/2014

Complaints Received: 0
 Complaints Resolved: 0
 Abated Properties: 0
 Properties pending: 0
Total Complaints: 0

Animal Control

Barking Dog Complaints: 4
 Barking Dog Citations: 0
 Animal Neglect Reports: 1
 Animal Neglect Citations: 0
 Animal Waste: 1
 Dog At Large Reported: 4
 Dog At Large Citations: 0
 Dogs Impounded: 4
 Cats Transferred to Greenhill: 1
 Cats Transferred to 1st Ave: 0
 Dog Bites Reported: 0
 Dog Bite Citations: 0
 Aggressive/Vicious Reported: 1
 Aggressive/Vicious Citations: 0
 Horse/Livestock at Large: 0
Chickens/Livestock Complaints: 3
 Lost Animals Reported: 12
 Found Animals Reported: 13
 VFF Cats spayed/neutered: 26
 Low-income spay/neutered vouchers: 1
 Trap Rentals: 2

Total Animal Control Calls 73

Nuisances

Garbage/Junk: 0
 Noise: 0
 Trees: 0
 Clear Vision: 1
 Fence: 1
 Building Code: 0
Total Complaints: 2

Basketball Hoop Notices: 46

Vehicles/ RVs, Boats, etc.

Complaints Received: 3
 Complaints Resolved: 3
 Abandoned Vehicles: 1
 Illegal Parking: 2
Total Complaints: 3

Name ROBERT McARTHUR

Committee Applying for PARKS BOARD

Date 12-5-14

1. Please give a brief description of the experience or training that qualifies you for membership on this commission/committee. (If you wish, you may attach a resume or other pertinent material.)

For over 30 years I was security supervisor at the Oregon Country Fair as well as a trainer of Humanistic intervention training

2. Why do you want to become a member of the above-mentioned commission/committee and what specific contribution would you hope to make?

I would like to become more involved with the youth of the community in regards to physical activities and recreation

3. Please list the community concerns related to this commission/committee that you would like to see addressed if you are appointed.

I would like to help develop more opportunities for young people to break away from the VIDEO world and engage in outdoor activities

4. Briefly describe your present or past involvement in relevant community groups. (Having no previous involvement will not disqualify you for appointment.)

I was previously an active member of N4RG: a neighborhood responsibility group, KOCF radio, Oregon Country Fair Elders Committee

5. Are you currently serving on any Advisory Boards, Commissions or Committees? If so, which ones?

No

6. Are you employed by, have any business, contractual arrangements or family connections with programs having contractual agreements with the City that might be within the purview of the committee on which you are seeking appointment?

No

VENETA CITY COUNCIL

AGENDA ITEM SUMMARY

Title/Topic: Approval of Agreement for Development of New City Website

Meeting Date: January 12, 2015
Department: Administration

Staff Contact: Katie Babits
Email: kbabits@ci.veneta.or.us
Telephone Number: 541-935-2191 Ext. 315

ISSUE STATEMENT

Does the Council wish to approve the agreement with aHa Consulting to design a new website for the City?

BACKGROUND

Timeline:

- A) December 2012: Staff began evaluating current website to propose changes.
- B) March 2013: Staff entertained the option of a new website, and researched designs from aHa Consulting, Civic Plus, & 99designs.com.
- C) March 2013: Decision to table the website &/or logo redesign until the goal setting session.
- D) October 2013: During the Council Goal Setting Session, Goal #6 stated, "Improve community awareness of City issues and public engagement opportunities." One objective identified was to create a new City logo and update the website.
- E) July 2014: The Communication Subcommittee began convening monthly to identify a new logo and determine the ramifications of a website update. The committee decided upon a logo revision and created a contract for website design with aHa Consulting. The website redesign has a projected "go live" date of April 1, 2015 and the Committee and staff have determined that the base website package would be best for the City at this time.

Budget: The ongoing maintenance of the current website is split among the operating funds and departments within the funds. The FY1415 budget for both internet and website services is \$10,806. Annual internet costs are approximately \$3,600, leaving approximately \$7,200 for the website. Projected website expenses to LCOG through March 31, 2015 will be around \$5,400, leaving an estimated \$1,800 for website expenses through June 30.

Initial startup costs for the website project with aHa will be \$2,300: \$2,000 for a one-time startup fee and \$300 prorated for three months, due April 1, for website hosting through the end of the fiscal year. After initial startup fees, the continuing annual fee due July 1 every year will be \$1,200 for website hosting and support services.

COUNCIL OPTIONS

1. Approve the contract with aHa Consulting to design a new website for the City of Veneta.
2. Approve the contract with specific changes.
3. Reject the proposed contract.

CITY ADMINISTRATOR'S RECOMMENDATION

Approve the contract as written.

SUGGESTED MOTION

“I move that the Council approve the agreement with aHa Consulting as written and authorize the City Administrator to sign the agreement.”

ATTACHMENTS

A) aHa Consulting Personal Services Agreement

Exhibit A: Website Design Proposal

Exhibit B: ORS Chapter 279B Public Contracting Requirements for Personal Service Contracts

PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the City of Veneta Oregon (“Client”) and Aha Consulting, Inc. (“Aha”).

RECITALS

- A. Client requires services that Aha is capable of providing under the terms and conditions hereinafter described.
- B. Aha is able and prepared to provide such services as Client requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. **Term.** This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement. Any termination of this Agreement shall not extinguish or prejudice CLIENT’s right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in AHA’s performance that has not been cured.

2. **Compensation.** It is understood and agreed by and between the parties hereto, that the CLIENT shall pay AHA for project implementation services provided and Aha shall accept a total not to exceed Two Thousand (\$2,000) as full payment for such services. It is further understood that Aha shall provide continuous hosting and support services for a total not to exceed One Thousand Two Hundred Dollars (\$1,200). The first payment for ongoing hosting and support shall be pro-rated to coincide with the end of CLIENT’s fiscal year.

Invoices for project implementation services will be submitted by Aha monthly based on percentage of work completed. Hosting and support invoices will be submitted annually on the first day of the month that coincides with the beginning of CLIENT’s fiscal year. Payment will be made to Aha within thirty (30) days of the receipt of the approved invoices for services rendered.

3. **Independent Contractor Status.** Aha is an independent contractor and acknowledges that it is responsible for all state and federal taxes related to payments made pursuant to this Agreement. Aha is not currently employed by City, and will not be under the direct control of City. Aha will not be eligible for any federal Social Security, state Worker’s Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual. Aha is not a member of the Oregon Public Employees Retirement System, nor employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System. Client shall report the total amount of all payments to Aha, including any expenses, in

accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

4. **Scope of Services.** Aha's services under this Agreement shall consist of services as detailed in Exhibit A/Work Plan. Services beyond those included in this agreement will be agreed upon by a Project Change Request or as a separate agreement.

5. **Changes in Project Scope.** If at any time the Client should desire to change the specifications or other elements of the Work Plan, Client shall submit to Aha a written proposal specifying such changes. Aha shall evaluate each such proposal and shall submit to Client a written response within five (5) working days following receipt thereof. Aha's response shall include a statement of the availability of personnel and resources, as well as the effect the proposed changes will have on the price, delivery dates or warranty provisions of this Agreement. Any changes to the Work Plan shall be evidenced by a "Work Plan Amendment." The Work Plan Amendment shall be signed by authorized representatives of Aha and Client, and shall be deemed a part of this Agreement.

6. **Rights to Work Product.** Aha hereby acknowledges that the deliverables identified in Exhibit A (collectively, the "Work Product") are works which have been specially commissioned by Client and are "work made for hire" for Client and Client shall own all right, title, and interest therein. Client shall be considered the author of the Work Product for purposes of copyright and shall own all the rights in and to the copyright of the Work Product and, as between Client and Aha, only Client shall have the right to obtain a copyright registration on the same which Client may do in its name, its trade name or the name of its nominee(s). Accordingly, among other things, Client is the author and owner of the Work Product and shall have the sole and exclusive rights to do and authorize any and all of the acts set forth in Section 106 of the Copyright Act with respect to the Work Product and any derivatives thereof, and to secure any and all renewals and extensions of such copyrights. To the extent Aha does not own such Work Product as a work made for hire, Aha hereby assigns, transfers, releases and conveys to Client all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, and trade secret rights. Notwithstanding the above, the Client does not have exclusive ownership rights to Work Product that includes code components from the open source community or code and modules that are generic and have been used or are capable of being used by Aha for future clients.

7. **Warranty of Web Site Performance.** Aha represents and warrants that, for one (1) year following acceptance of the Work Product by Client, the Web Site will be free from programming errors and defects in workmanship and materials, and will conform to the specifications in the Work Plan. If programming errors or other defects are discovered during the warranty period, Aha shall promptly remedy them at its expense.

8. **Insurance.** Aha shall maintain during the life of this agreement and provide certification of the following minimum public liability and property damage insurance, which shall protect Aha from claims for injuries including accidental death, as well as from claims for property damage, which may arise from the performance of work under this agreement: Commercial general liability insurance, including

personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000. Statutory workers' compensation and employer's liability insurance for the State of Oregon.

9. **Indemnity.** (a) Indemnification Against Liability for Infringement. Aha shall indemnify Client and any of its officers, directors, employees or agents against all claims, liabilities, costs, damages, fees and expenses (including reasonable attorney fees) arising from any breach or alleged breach of warranty under this Agreement or any claim or suit alleging infringement by the Web Site, Background Technology or Deliverables of any patent, copyright, trade secret or trademark rights or any other rights of any third party. Client shall promptly notify Aha in writing of any third party claim or suit. Client shall be entitled to hire counsel of its choosing for purposes of providing the defense, which expense shall be paid by Aha. Aha may participate at its own expense in the defense of any such action at its sole discretion.

(b) Indemnity by Client. Client shall indemnify Aha and any of its officers, directors, employees or agents against all claims, liabilities, costs, damages, fees and expenses (including reasonable attorney fees) arising from any action based upon any content on the Web Site that is not specifically provided by Aha. Aha shall promptly notify Client in writing of any third party claim or suit. Aha shall be entitled to hire counsel of its choosing for purposes of providing the defense, which expense shall be paid by Client. Client may participate at its own expense in the defense of any such action at its sole discretion.

10. **Subcontracts and Assignment.** Aha shall not subcontract, assign or transfer any of the work scheduled under this Agreement, without the prior written consent of Client. Notwithstanding Client approval of a subcontractor, Aha shall remain obligated for full performance hereunder, and Client shall incur no obligation other than its obligations to the Contract hereunder. Aha agrees that if subcontractors are employed in the performance of this Agreement, Aha and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

11. **Integration.** This Agreement, along with the description of services to be performed attached as Exhibits A and B contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

12. **Termination.** Either party may terminate this Agreement upon 30 days' prior written notice to the other party provided in accordance with the Notice provision in Section 6.11, below.

13. **Arbitration.** If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of either party, submit such dispute to binding arbitration. Except as otherwise provided in this Agreement, arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the Lane County Circuit Court, upon

the request of either party submitted in accordance with ORS 36.310. If the parties have not designated mutually agreeable rules of arbitration as such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

Notwithstanding any dispute under this Agreement, whether before or during arbitration, Aha shall continue to perform work under this Agreement pending resolution of the dispute, and Client shall make payments as required by this Agreement for undisputed portions of work.

14. **Attorney Fees.** If either party commences any arbitration, legal action, suit, or proceeding against the other to rescind, interpret or enforce the terms of this contract, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

15. **Notices.** Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid or by return receipt email to the addresses listed below. All notices shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the Client:

City of Veneta
ATTN: City Administrator
Ric Ingham
PO Box 458
Veneta, OR 97487

To Aha:

brian.gilday@ahaconsulting.com OR
Aha Consulting, Inc.
ATTN: Brian Gilday
415 North State Street
Suite 138
Lake Oswego, OR 97034

Either party may change the addresses set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

16. **ORS Chapter 279B.** The requirements contained in ORS Chapter 279B, applicable to Public Service Contracts, are incorporated in this Agreement, and attached as Exhibit B.

17. **Severability.** If any part, term or clause of this contract is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and

clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.

18. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this ____ day of January, 2015.

Aha Signature: _____

Name and Title: Brian Gilday, President

DATED: _____

Client Signature: _____

Name and Title: _____

DATED: _____



City of Veneta, Oregon

*Website Design Proposal
Exhibit A/WorkPlan*

Aha Consulting, Inc.
415 North State Street #138
Lake Oswego, OR 97034
www.ahaconsulting.com

Contact: Brian Gilday
brian.gilday@ahaconsulting.com
Phone: 503-675-5121
Fax: 888-475-3753



October 16, 2014

City of Veneta
88184 Eighth Street
Veneta, OR 97487

Dear Selection Team:

Thank you for the opportunity to deliver a proposal for your website design project. We appreciate the opportunity to share our proposed plan for creating a solution that will enable you to deliver a highly-effective, long-term web solution for your residents, businesses, visitors, and staff. This proposal is valid for 90 days.

Please do not hesitate to call us if you have any questions or are interested in an online demonstration.

We look forward to the opportunity of working with you.

Sincerely,

A handwritten signature in black ink that reads "Brian Gilday". The signature is written in a cursive style with a large, looping "y" at the end.

Brian Gilday
CEO



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Executive Summary

Company Overview

Aha Consulting, Inc. is a privately held corporation in Lake Oswego, Oregon. Incorporated in 2008, the company is the leading provider of web-based open source solutions for local government agencies.

Offices: Lake Oswego, Oregon Hudson, New Hampshire
Website: www.ahaconsulting.com
Email: brian.gilday@ahaconsulting.com

Aha Web for Small Cities

We are website experts, and we 'get' local government. We realize that many small cities, towns, and villages need a professional and easy-to-use web solution for their citizens - but simply cannot afford it.

We have the answer ~ *Aha Web for Small Cities* ~ our turnkey website solution for cities, towns, and villages with populations under 5,000.

Affordable Pricing

Our website-as-a-service starts for as little as \$100 per month for cities with populations under five thousand.

Features

Aha Web for Small Cities comes equipped with several base features that allow you to effectively communicate and engage your citizens.

- ✓ Custom website colors, name, and logo
- ✓ Rotating Banner Images
- ✓ Meeting Agendas, Minutes, and Calendar
- ✓ Search Engine
- ✓ Social Networking Integration (Facebook, Twitter)
- ✓ Unlimited Web Pages
- ✓ Online Job Postings
- ✓ Online Bid/RFP Postings
- ✓ Photo Album Slideshows
- ✓ Website Hosting and Support
- ✓ much, much more



Example Local Government Websites

Base Templates



Capitola www.cityofcapitola.org



Myrtle Point www.ci.myrtlepoint.or.us



Algona www.algonawa.gov



Oakridge www.ci.oakridge.or.us

Custom Designs



Unalaska, AK www.ci.unalaska.ak.us



Wrangell, AK www.wrangell.com



Haines, AK www.hainesalaska.gov



Homer, AK www.cityofhomer-ak.gov

You can view our **full portfolio** at www.ahaconsulting.com/portfolio



Website Features and Deliverables

Your website will be feature rich and easy to use. The below list summarizes the site's key features and project deliverables. You can download a detailed description of the below base and optional features at www.ahaconsulting.com/features

1 - Requirement	<p>Base 1-01 Website Analysis</p>
2 - Design	<p>Base 2-1 Standard (Base) City Website Design (customize logo, banners, colors, high-level navigation – up to 5 revisions)</p>
3 - Build	<p>Base</p> <ul style="list-style-type: none"> 3-1 Dynamic Home Page with ability to promote featured articles 3-2 Rotating Banner Images 3-3 Rotating Headline Articles 3-4 Web Page Search (Web Pages, PDFs, and Word Docs) 3-6 Social Networking Tool Integration (Facebook, Twitter) 3-9 Event Calendar / Upcoming Events 3-10 Sub-calendars for boards, committees, departments 3-11 Meeting agendas and minutes with auto-archiving 3-12 Online Job Postings 3-13 Online Bid/RFP Postings 3-14 Photo Album Slideshows 3-18 Forms, Permits, Applications, Key Documents Directory 3-19 Google Maps Integration 3-21 Resource/Document Center 3-22 Image Auto-scaling and resizing 3-23 Site Metrics (Google Analytics) 3-24 Content Scheduling (Publish Today, Unpublish Tomorrow) 3-25 Unlimited User logins 3-26 Unlimited Content 3-27 Word-like WYSIWYG Editor 3-28 Web Page Categories - create a page once, have it show up in multiple places 3-29 RSS Feeds - Inbound and Outbound 3-30 Printer Friendly Pages 3-31 Email a Friend Links 3-32 Latest News / Press Releases 3-33 Anti-spam controls 3-34 Content Versioning / Audit Trail / Revert to Previous Version

3 - Build	3-35 ADA / Section 508 Compliance 3-36 Email Harvesting Protection 3-37 Broken Link Finder 3-38 Dynamic Sitemap 3-39 Support for Windows, Mac, Linux 3-40 Video 3-41 Client owns rights to all data 3-42 Browser and Mobile Device Compatibility
4 - Migrate Content	Base 4-01 Initial Content Migration - 50 pieces of web content (combination of html pages and file attachments) plus 10 years of archived meeting minutes files
5 - Train	Base 5-1 Training - User Manuals 5-2 Training - Web Teleconference (Two web teleconference trainings up to 2.5 hours each – first training covers website authoring basics while the second training covers advanced features)
6 - Test	Base 6-1 Functional Testing 6-2 Browser Compatibility Testing

7 - Go Live	Base 7-01 Pre Go-Live Checklist 7-02 Website DNS Changes 7-03 Post Go-Live Checklist
8 - Hosting & Support	Base 8-01 Hosting by Aha (10GB server space) 8-02 Maintenance and Customer Support

Project Schedule and Milestones

Every project differs in terms of scope and timeline. The typical small City project takes from 1 to 3 months from start to finish.

The below high-level timeline is an approximation. We will finalize the schedule once we meet with you to discuss the project in greater detail.

Phase	Month 1	Month 2
01 Requirements		
02 Design		
03 Build		
04 Migrate Content		
05 Train		
06 Test		
07 Go-Live		★
08 Hosting and Support		

Project Costs

We offer all the base features and functions described above for a one-time setup fee of **\$2,000** plus **\$1,200 per year** paid annually in advance.

Features index: You can download a detailed description of the above base and optional features at www.ahaconsulting.com/features

Assistance from Client

The Client should select a project manager and small core team to work closely with us during the course of the project. Specific things we will need include:

- The Client will make available to Aha the inventory of existing applications, websites, and content at the start of this effort.
- The Client will assign a single point of contact for Aha to interact with that will be responsible for coordinating the schedules of Client employees who will participate in this effort.
- The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues to Aha at or before those 5 days have elapsed. Aha will in turn return updated deliverables for final review within 5 business days.
- The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached. Aha will leverage web teleconference, email, and telephone conference to facilitate frequent communication with the Client team members while Aha is off-site.
- The Client will provide Aha all relevant images, photos, logos, colors, and other branding material to be incorporated into the site.
- The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps in order to access those features.

Subscription Services Agreement and Terms of Use Policy

A detailed description of the terms and descriptions described in this proposal can be found at www.ahaconsulting.com/terms.

EXHIBIT B

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS
FOR PERSONAL SERVICE CONTRACTS

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (6) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq. ORS 279B.235(3).
- (7) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (8) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

- (9) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (10) The contract may be canceled at the election of Contracting Agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms. Public Contracting Rule 137-049-0200(1)(b)(A).
- (11) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (12) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors. ORS 279A.110.
- (13) Contractor may not assign this contract, delegate its duties, or subcontract these services without prior written approval from Contracting Agency. Public Contracting Rule 137-047-0260(2)(f).

VENETA CITY COUNCIL AGENDA ITEM SUMMARY

Title/Topic: East Bolton Rd Sewer Improvement Project

Meeting Date: January 12, 2015
Department: Community Development

Staff Contact: Kay Bork
Email: kbork@ci.veneta.or.us
Telephone Number: 541-935-2191 Ext.314

ISSUE STATEMENT

Staff is requesting City Council to review elements of a potential LID project to finance E. Bolton sewer improvements in order to provide project clarification and next steps.

BACKGROUND

City Council held a work session on December 15, 2014 to discuss financing options to pay for planned E. Bolton Sewer Improvements. At the work session Council also reviewed the 2009 East Bolton Rd LID project boundary, map of the benefitted properties, and assessment amounts for properties within the LID boundary. The City Engineer provided Council with an updated preliminary project estimate of \$350,000.

After reviewing the three financing options presented, 1) Local Improvement District (LID), 2) Zone of Benefit (ZB), and 3) City Funded Option, Council made a motion to direct the City Engineer to prepare an Engineering Report that could be used to initiate either the LID or ZB process.

In order to provide further direction to the City Engineer when preparing the report, and to adequately engage in a discussion with affected property owners, staff is presenting a recommendation on proceeding with a modified LID project.

Project Boundary

Nine properties within the East Bolton Rd LID project boundary are already connected to city sewer. These include Earnest Acres Subdivision (6 lots) and three individual lots at the west end of the project boundary on East Bolton Road (tax lots 2801, 2802 and 2803). Staff is recommending the 2009 LID project boundary be amended to remove the nine lots connected to City sewer since they would not receive any benefit of the new sewer improvement. A revised project boundary map is attached to this memo.

Cost Per Lot - Assessment

The 2009 Engineer report included a table summarizing specific properties benefitted and the costs to each property that reflected both current wastewater load and future potential wastewater contribution of the lot if it were to be developed under current City code. The total project cost was divided by the potential number of services for each lot. Staff is recommending each benefitted property within the new project boundary be assessed the 2009 amount. This option will require the City to fund a portion of the project because of the increase in project cost, \$213,900 to \$350,000 and the removal of nine lots which would have contributed to project costs. An updated table summarizing costs per lot is attached to this

memo. The benefits of this approach are assurance that the sewer project can move forward so City can address system deficiencies and allow a more timely process for road improvements to be installed this construction season.

Deferral Payments, Installment Payments, and Connection Requirements

If an LID process is established, staff is recommending Council consider allowing a 10 year connection extension. This approach is identical to how the Bolton Hill LID was implemented. In addition, the same deferral and installment payment options would be available to property owners per the Veneta Municipal Code. Assessments may be deferred when the improvement will provide a future benefit to undeveloped property, i.e. an existing developed lot that can be divided into two or more lots. Deferrals are allowed for the undeveloped portion of lots only. Installment payments are allowed for assessment costs on developed lots only with an application to the City. Wastewater System Development Charges, which are not part of the sewer improvement project costs, are collected at the time of connection.

Outreach

Staff is proposing a public outreach meeting to potential benefitted property owners to inform them of the sewer improvement project and potential LID process. This meeting would be at City Hall with City staff present to provide information and answer questions. A date and time has yet to be established. Staff would like to meet with property owners prior to the February 9th Council meeting.

Next Steps

1. February 9th – If Council desires to start LID process, Council can pass motion for City Engineer to Prepare Engineer’s Report for East Bolton Rd. Sewer LID. This is the first step required by VMC in establishing an LID.

RELATED CITY POLICIES

City Council has passed previous Ordinances relating to the formation and assessment of properties for an LID.

CITY ADMINISTRATOR RECOMMENDATION

1. Revise project Boundary to remove Earnest Acres Subdivision lots and Tax Lots 2801, 2802, and 2803.
2. Allow a 10-year sewer connection extension for property owners.
3. Assess property owners the same amounts calculated for the 2009 East Bolton Rd LID project.
4. Direct staff to hold neighborhood meeting with affected property owners by February 9, 2015.

COUNCIL OPTIONS

Staff is asking for Council concurrence on proposed project boundary, cost per lot assessment method, and 10 year connection extension to be used in an LID if established by Council.

SUGGESTED MOTION

None.

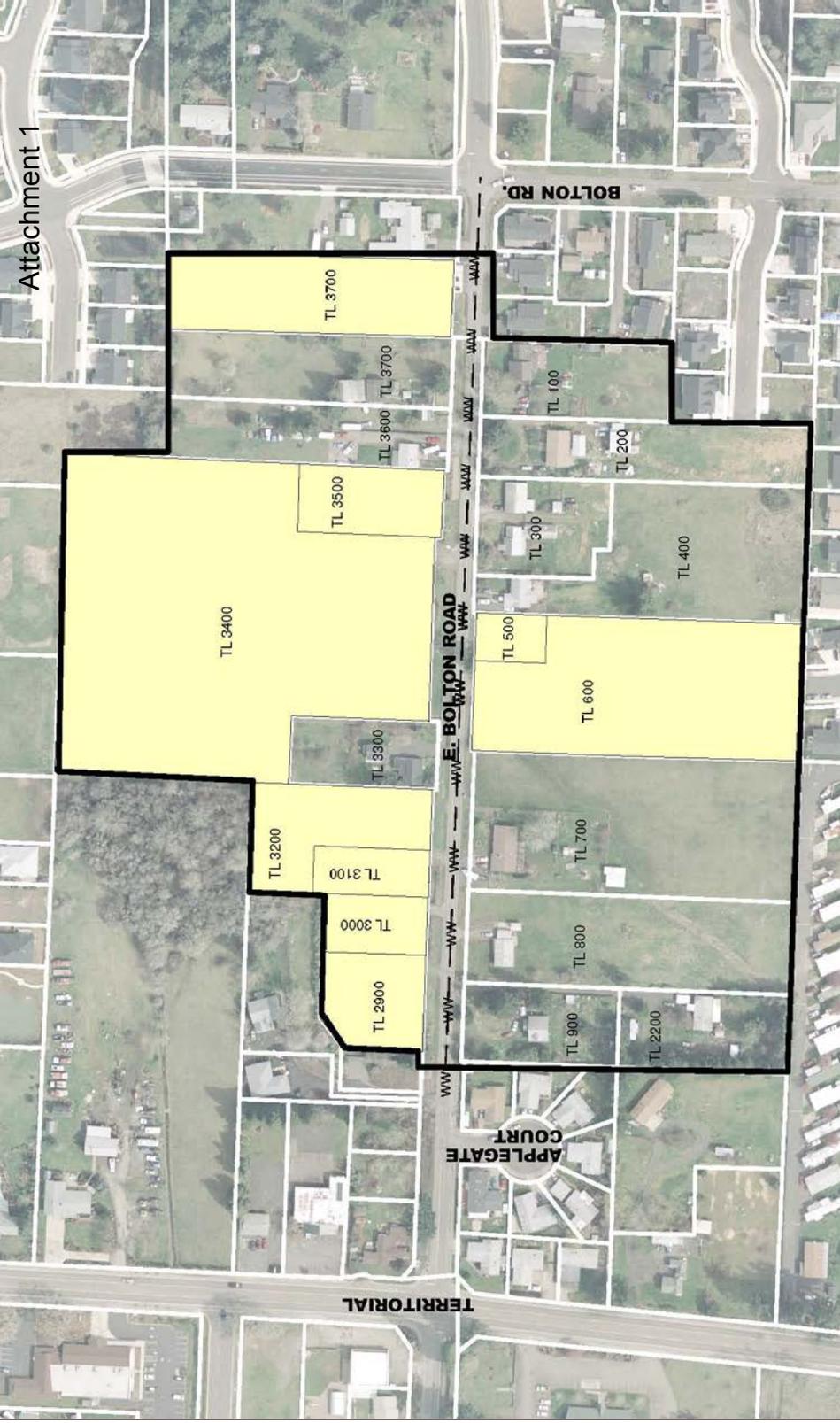
ATTACHMENTS

1. Revised LID Project Boundary Map
2. Table – East Bolton Rd Sewer Improvement Assessments per Property based on Engineer’s Estimate.

Revised Project Boundary:

The revised 2015 boundary includes a total of 21 households on 20 tax lots.

There is potential for an additional 36 lots to be created through land divisions.



Project Boundary & Description

Project Description: Construction of an 8 inch sewer pipe within E. Bolton right-of-way, starting at Pine Street & E. Bolton traveling west, terminating just east of Applegate Court. Sewer laterals will extend to each parcel along the alignment. Single lot service will receive 4 inch laterals and lots with potential to be divided will receive 6 inch lateral for future connections. Engineer's Estimate of project cost is \$350,000. This project was also identified in the recent sewer infill analysis and

EAST BOLTON ROAD SEWER LID						
PROPOSED LID COSTS PER LOT WITHIN 2015 REVISED PROJECT BOUNDARY						
Assessor's Map	Tax Lot	Address	Lot area sq. ft.	Potential # of Services	Percent of Project Cost	**2015 Projected Cost Based on # of Services
17053131	3700	25191	47795	3	3.0%	\$ 10,520.02
17053132	2900	25107	21083	2	2.0%	\$ 7,013.34
	3000	25119	13218	1	1.0%	\$ 3,506.67
	3100	25131	11972	1	1.0%	\$ 3,506.67
	3200	25137	30758	2	2.0%	\$ 7,013.34
	3300	25145	22167	2	2.0%	\$ 7,013.34
	3400	25161	219411	7	7.0%	\$ 24,546.71
	3500	25177	21364	2	2.0%	\$ 7,013.34
	3600	25183	37877	3	3.0%	\$ 10,520.02
	3700	25185	43638	3	3.0%	\$ 10,520.02
17053133	100	25188	32102	3	3.0%	\$ 10,520.02
	200	25184	44037	2	2.0%	\$ 7,013.34
	300	25178 & 25180	28064	3	3.0%	\$ 10,520.02
	400	25168	71985	1	1.0%	\$ 3,506.67
	500	25160	7334	1	1.0%	\$ 3,506.67
	600	25156	91955	4	4.0%	\$ 14,026.69
	700	25138	100204	7	7.0%	\$ 24,546.71
	800	25120	66071	5	5.0%	\$ 17,533.36
	900	25106	26952	2	2.0%	\$ 7,013.34
	2200	25210	29391	2	2.0%	\$ 7,013.34
* 2015 LID costs are same amounts from the 2009 E. Bolton Rd LID Engineer's Report						
					Percent of Project Cost	Total
					SEWER PROJECT ESTIMATE	100.0% \$ 350,000.00
					TOTAL ASSESSED AMOUNT	56.1% \$ 196,373.65
					TOTAL UNASSESSED AMOUNT	43.9% \$ 153,626.35

- Revised Project boundary includes 20 tax lots and 21 households.

- There is potential for an additional 36 lots to be created through land divisions for a total of 57 new services (36+21) at build out.

- 9 property owners have recorded non-remonstrance agreements (highlighted in orange) and 11 properties have not.

- In order to force abandonment of the project, two thirds (13) of the property owners have to file a protest (remonstrate).

Benefitted Properties (2015 Proposed Boundary)