



AGENDA
VENETA CITY COUNCIL
MONDAY, FEBRUARY 9, 2015 – 7:00 P.M.

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

- 7:00 **1. CALL TO ORDER**
- 7:05 **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.
- 7:10 **3. PUBLIC HEARING** – Legislative Land Use Decision. Amendments to the Veneta Land Development Ordinance No. 493 & Land Division Ordinance No. 494 – Improvement Requirements
 - 1) Open Hearing
 - 2) Staff Report (pgs. 3-5)
 - 3) Public Comment
 - 4) Specific Council Questions from Public Testifying
 - 5) Close of Hearing
 - 6) Council Deliberation & Decision
- 7:30 **4. ORDINANCE No. 519** - AN ORDINANCE AMENDING THE VENETA LAND DEVELOPMENT ORDINANCE NO. 493 AND LAND DIVISION ORDINANCE NO. 494 REGARDING REQUIRED IMPROVEMENTS. For First Reading by Title Only. (pgs. 7-14)
- 7:45 **5. CONSENT AGENDA**
 - a. Minutes for January 26, 2015 (pgs. 15-23)
 - b. Accounts Payable
 - i. To be Paid – Payable through February 4, 2015 (pgs. (25-35)
 - c. Public Works Activity Report for December 2014 and January 2015 (pgs. (37-40)
- 7:50 **6. COUNCIL BUSINESS AND REPORTS**
 - a. Business
 - b. Councilor/Committee Liaison Reports
- 8:00 **7. STAFF REPORTS**
 - a. Finance Director.....Shauna Hartz
 - (1) Proposed Water Rate Increase
 - i. Agenda Item Summary (pgs. 41-47)
Public Comment
 - ii. **Resolution No. 1160** – A RESOLUTION ESTABLISHING WATER FEES AND RATES FOR USERS OF THE VENETA MUNICIPAL WATER SYSTEM AND REPEALING RESOLUTION NO. 1137 (pgs. 49-52)
Public Comment
 - iii. **Resolution No. 1161** – A RESOLUTION ESTABLISHING BULK WATER FEES, RATES, POLICIES AND PROCEDURES AND REPEALING RESOLUTION NO. 1157 (pgs. 53-55)
 - (2) **Resolution No. 1162** - A RESOLUTION ACCEPTING SPECIFIC PURPOSE GRANTS AND UNFORESEEN CONTRIBUTION AND APPROPRIATING EXPENDITURES (pgs. 57-58)
 - b. Management Analyst.....Katie Babits
 - (1) Council Goal Setting Priorities

- 8:25 c. Community Development Director.....Kay Bork
 (1) East Bolton Rd. Sewer Improvement Project – Initiation for Proceedings of a Local Improvement District (pgs. 59-64)
 (2) Architectural Services Contract Approval (pgs. 65-87)
- 8:45 d. Public Works Director.....Kyle Schauer
 (1) Intent to Award Water Tank Rehabilitation Contract
- 9:05 e. City Administrator.....Ric Ingham
 (1) **Ordinance No. 518** – – AN ORDINANCE GRANTING TO VENETA VISION LLC, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SERVICE AND TO OCCUPY RIGHTS-OF-WAY IN THE CITY OF VENETA, OREGON AND SETTING AN EFFECTIVE DATE. For Second Reading by Title Only and Final Enactment (pgs. 89-96)
 (2) Questions from Councilors
- 9:25 8. OTHER
- 9:30 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>

PUBLIC HEARINGS - Please observe the following rules.

WRITTEN TESTIMONY:

Written comments received seven (7) days prior to the meeting have been incorporated in the staff report. All comments, including those received up until the meeting, are presented to the City Council members to be considered in their decision.

ORAL TESTIMONY:

If you wish to testify with regard to a matter which has been set for **Public Hearing** please observe the following rules:

1. **State your name and address.**
2. **Indicate if you are in favor of or opposed to the proposal.**
3. **Limit your testimony to three (3) minutes. Testimony must be specific to the issue at hand. Keep your comments brief and to the point.**

The City Council considers all public comments, staff reports, and City ordinances in arriving at a final decision. **Staff reports are available for review at Veneta City Hall - 88184 8th Street - Veneta, Oregon.**

**VENETA CITY COUNCIL
STAFF REPORT
File # A-2-12**

FILE: File # A-3-14 Amendments to Land Development Ordinance 493 and Land Division Ordinance 494

HEARING DATES: January 6, 2015 (Planning Commission) and February 9, 2014 (City Council)

REPORT DATE: January 30, 2015

APPLICANT: City of Veneta

PROPERTY OWNER: Not Applicable

LOCATION: Citywide

PUBLIC NOTICE: DLCD Notice July 2, 2014
Public Notice Published/Posted, December 21, 2014 and January 28, 2015.

PROPOSAL: Amend the Veneta Land Development Ordinance No. 493, Sections 5.14, 6.04, 6.05, and 13.02 and Veneta Land Division Ordinance 494, Sections 7.04, 7.05, and 6.03.

REQUEST

City Council is being asked to adopt proposed code amendments to Veneta Land Development and Land Division Ordinances relating to required improvements and irrevocable petition in lieu of improvements at the time of development or land division and to add broadband fiber conduit as a required improvement.

BACKGROUND

Per Veneta Land Development Ordinance 493, *“an amendment to the text of the Land Division and Land Development Ordinance may be initiated by the City Council, the City Planning Commission or by application of a property owner or city resident. Staff is requesting City Council initiate the proposed code amendments to be prepared by staff.”*

City Council initiated the code amendments at their June 23, 2014 meeting. The amendments relate to required improvements and agreements when a property is developed or is divided. The proposed code revisions are meant to further clarify when improvements are required to be constructed and when an irrevocable petition is allowed in lieu of improvements.

When property abutting an unimproved street or alley is divided or development is proposed, the property owner/developer is required to construct necessary improvements that serve the development. In some cases improvements are not practical and the City allows improvements to be waived with the condition the property owner/developer sign an irrevocable petition and in some cases are required to submit a deposit for future improvements.

An irrevocable petition is a legal document associated with property, signed by the property owner, which commits that property to support and participate in the cost of improving an adjacent unimproved street or installing other public improvements in the future. The irrevocable petition can

include improvements such as extensions of wastewater sewer lines, water lines, and storm system improvements. The petition is recorded in lieu of improvements when they are not practical.

The current code language in Veneta Land Development Ordinance 493 gives property owners two options at the time of development: 1) construct all required improvements or with City Administrator's approval, waive sidewalk improvements when there is no curb or gutter. If improvements are waived the property owner is required to submit a deposit for the cost of constructing the sidewalk or record an irrevocable petition for the future installation of sidewalks.

An Irrevocable Petitions is also an option during the partitioning process when installation of improvements is not practical. Land Divisions are regulated by Veneta Land Division Ordinance 494. The code language waiving improvements is sufficient but could be made clearer. Therefore staff is recommending revisions to Veneta Land Division Ordinance that aligns with the proposed revision to the Veneta Land Development Ordinance.

The proposed amendments are intended to eliminate the either/or option of the current code language in Land Development Ordinance and will allow a waiver for any type of improvement, not just sidewalks, when construction of the improvement is not practical.

The code revisions will: 1) require construction of improvements if practical, or 2) allow City Administrator to substitute the improvements with an irrevocable petition for all required improvements. In conjunction with the irrevocable petition the developer may be required to submit a deposit to cover construction costs of all or some of the improvements.

Broadband Fiber Conduit Amendments

On January 13, 2014 City Council gave direction to staff to draft amendments to the Veneta Municipal Code in order to require broadband conduit to be installed at the time of development. The amendments were initiated as a result of Veneta's participation in the Regional Fiber Consortium of Lane County.

Staff anticipates future expansion of broadband fiber throughout the community and would like new development to provide the necessary infrastructure and facilities in anticipation of the expansion of fiber.

Staff worked with the City Attorney to draft amendments to Municipal Code, Section 13.30. City Council adopted the amendments to the Municipal January 27, 2014. Additional amendments were recommended to the Veneta Land Development and Land Division Ordinances in order to address broadband fiber conduit installation. The proposed amendments are attached as Exhibit B to the adopting Ordinance.

APPROVAL CRITERIA

1. Veneta Land Development Ordinance 493, Section 11.0 Amendments.

Staff Response: Section 11.0 states: "An amendment to the text of this ordinance may be initiated by the City Council, the City Planning Commission or by application of a property owner or city

resident.” On April 14, 2014 City Council directed staff to draft amendments to the Land Development Ordinance 493 for Planning Commission review and recommendation.

2. Compliance with the Comprehensive Plan and Applicable Statewide Planning Goals.

Staff Response: Exhibit A of Ordinance 519 includes findings of fact addressing proposal’s consistency with the Veneta Comprehensive Plan and applicable Statewide Planning Goals.

AGENCY AND PUBLIC COMMENTS

The required 35-day notice was sent to DLCD July 2, 2014 in anticipation of an earlier public hearing.

Notice of Public Hearing was published in the Fern Ridge Review, December 24, 2014 at least 10 days prior to Planning Commission hearing, and January 28, 2015 for City Council public hearing, per Veneta Land Development Ordinance 493, Section 2.11(1).

No public comments were received.

PLANNING COMMISSION RECOMMENDATION

Planning Commission reviewed the proposed amendments at their November 4, 2014 meeting and held a public hearing January 6, 2015 and made a recommendation to City Council to adopt the proposed amendments as presented in Exhibit B of the adopting Ordinance.

POSSIBLE ACTIONS BY THE CITY COUNCIL

In considering the proposed amendments, the City Council may take the following actions after the closing of the record:

1. Move to adopt Ordinance 519.
2. Move to recommend revisions to any of the recommended provisions contained in Exhibit B of Ordinance 519.
3. Move to not recommend approval of Ordinance 519.

SUGGESTED MOTION

“I make a motion to adopt Ordinance 519 an Ordinance amending Land Development Ordinance No. 493 and Land Division Ordinance No. 494 regarding Required Improvements, for first reading by title only.”

ATTACHMENTS

1. See Agenda Item No. 4 - Ordinance No. 519, Amendments to Veneta Land Development Ordinance No. 493 and Land Division Ordinance No. 494 Regarding Required Improvements

CITY OF VENETA

ORDINANCE NO. 519

AN ORDINANCE AMENDING THE VENETA LAND DEVELOPMENT
ORDINANCE NO. 493 AND LAND DIVISION ORDINANCE NO. 494
REGARDING REQUIRED IMPROVEMENTS

WHEREAS, the City recognizes that requiring the construction of improvements fronting a single or isolated lot at the time of building permit issuance may not always be in the public's best interest, particularly where full street improvement construction, rather than piecemeal installation would better serve the City; and

WHEREAS, the City wishes to incentivize developing real property, including individual infill lots, within the City of Veneta; and

WHEREAS, the City must ensure that public improvements will be constructed when feasible and when it makes practical sense for neighboring properties and adjacent streets; and

WHEREAS, pursuant to Section 11.0 of Veneta Land Development Ordinance 493, the Veneta City Council initiated amendments to the City's provisions addressing required improvements on June 24, 2014; and

WHEREAS, the Planning Commission held a properly noticed public hearing on the proposed amendments on January 6, 2015 and adopted findings of fact, and recommended to the City Council that Veneta Land Development Ordinance 493 and Land Division 494 be amended as presented in this Ordinance; and

WHEREAS, the Veneta City Council held a properly noticed public hearing on February 9, 2015 and took testimony on this matter; and

WHEREAS, the code revisions comply with applicable provisions of the Veneta Comprehensive Plan Land Development Ordinance 493 and Land Division Ordinance 494 as shown in the Findings of Fact attached as Exhibit A; and

NOW, THEREFORE, THE CITY OF VENETA ORDAINS AS FOLLOWS:

Section 1. The City hereby adopts the Findings of Fact set forth above and in the attached Exhibit A as its basis for adopting the following amendments to Land Development Ordinance 493 and Land Division Ordinance 494.

Section 2. City of Veneta Land Development Ordinance 493, Sections 5.14, 6.03, 6.04, 6.05, 13.02, and Land Division Ordinance 494, Sections 7.04,

7.05, and 8.06 are hereby amended as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

Section 3. All unamended provisions of Ordinance 493 and 494 will remain in full force and effect.

READ FOR A FIRST TIME, BY TITLE ONLY, this ____ day of _____, 2015, no Council person in attendance having requested that it be read in full.

READ FOR A SECOND TIME, BY TITLE ONLY, AND FOR FINAL ADOPTION this ____ day of _____, 2015, no Council person in attendance having requested that it be read in full.

PASSED AND ADOPTED by a ____ vote for and ____ against by the City of Veneta Council this ____ day of _____, 2015.

Sandra Larson
Executed on _____

ATTEST:

Darci Henneman, Assistant City Recorder
Executed on _____

**EXHIBIT A
FINDINGS OF FACT
ORDINANCE 519**

**AMENDMENTS TO VENETA LAND DEVELOPMENT ORDINANCE 493 AND LAND
DIVISION ORDINANCES 494
IMPROVEMENT REQUIREMENTS
File # A-3-14**

A. The Veneta City Council finds the following:

- 1. The Veneta City Council initiated the amendments at the June 23, 2014 meeting.**
- 2. The Veneta Planning Commission held a public hearing on January 6, 2015 on the proposed amendments after providing the required notice as per Section 2.11 of Veneta's Land Development Ordinance No. 493.**
- 3. The Veneta Planning Commission recommended approval of the proposed amendments to the Veneta City Council at the January 6, 2015 meeting.**
- 4. The Veneta City Council held a public hearing on February 9, 2015 on the proposed amendments after providing the required notice as per Section 2.11 of Veneta's Land Development Ordinance No. 493.**
- 5. The proposed amendments to the Veneta Land Development Ordinance 493 and Land Division Ordinances 494 are consistent with the goals and policies of the adopted Veneta Comprehensive Plan, Ordinance No. 504, and therefore comply with all applicable statewide planning goals.**
- 6. These amendments do not alter the intent or purpose of any portion of the Land Development or Land Division Ordinances. The intent of these amendments is to provide clarity, consistency, and to more fully implement the goals and policies of the Veneta Comprehensive Plan.**

B. IT IS HEREBY ORDERED THAT the Veneta City Council adopts the code amendments, as shown in Exhibit A, based on the information presented in the following findings of fact:

FINDINGS

Applicable Ordinance and Comprehensive Plan provisions are set forth in *italics*, below. Findings showing compliance with the applicable criteria and standards are in **bold**.

FINDINGS OF CONSISTENCY FOR LAND DEVELOPMENT ORDINANCE NO. 493.

Per Veneta Land Development Ordinance 493 (VLDO 493), Section 11.01: "an amendment to the text of the Land Division and Land Development Ordinance may be initiated by the City Council, the City Planning Commission or by application of a property owner or city resident. Staff is requesting City Council initiate the proposed code amendments to be prepared by staff."

1. **The amendments are consistent with VLDO 493 as they were initiated by Veneta City Council at their June 23, 2014 meeting.**

“PURPOSE OF LAND DEVELOPMENT ORDINANCE NO. 493: The purpose of this ordinance is to establish standards and procedures for the orderly development of land within the City of Veneta; to assist in implementing the Veneta Comprehensive Plan and to promote the public health, safety and general welfare.”

2. **The amendments to the Land Development Ordinance No. 493 do not affect the stated purpose of the Land Development Ordinance.**
3. **The proposed amendments clarify existing regulations which will promote orderly development within the City.**

FINDINGS OF CONSISTENCY FOR LAND DIVISION ORDINANCE NO. 494.

“PURPOSE OF LAND DIVISION ORDINANCE NO 494 (VLDO 494), SECTION 1.02: The purpose of this ordinance is to establish standards and procedures for the division of land within the jurisdiction of the City of Veneta. These regulations are necessary in order to provide uniform procedures and standards for the division of land; to provide for the proper width and arrangement of streets; to coordinate proposed development with any overall plan; to provide for utilities and other public facilities; to avoid undue congestion of population; to assure adequate sanitation and water supply; to provide for the protection, conservation, and proper use of land; and in general to protect the public health, safety and welfare.”

4. **The proposed amendments do not affect the stated purpose of the Land Division Ordinance. The amendments clarify existing regulations which will promote orderly development within the City.**

FINDINGS OF CONSISTENCY FOR COMPREHENSIVE PLAN NO. 504

“GROWTH MANAGEMENT:

Policy 2. Provide services in a timely and orderly manner:

(a) Review new developments based upon the City and other service providers' ability to provide needed public services and public facilities concurrent with or prior to such development.

(b) Use the Public Facilities Plan, the Transportation System Plan, the Veneta Urban Renewal Plan, and other public facilities plans to coordinate the provisions of necessary public services and public facilities in a timely, orderly, and efficient manner.”

5. **The City finds the proposed amendments are consistent with Veneta Comprehensive Plan Growth Management Policy 2. The amendments clarify existing regulations which will promote orderly development within the City and will ensure necessary utilities and infrastructure is provided to support proposed development.**

EXHIBIT B

Ordinance 519 Amendments to Veneta Land Development Ordinance 493 and Land Division Ordinance 494 Improvement Requirements

VENETA LAND DEVELOPMENT ORDINANCE 493

SECTION 5.14 IMPROVEMENT REQUIREMENTS

All applicants for land development shall comply with all public improvement requirements specified in Article 7 of the Veneta Land Division Ordinance and shall install improvements in accordance with specifications approved by the City Engineer.

(2) Agreement for Improvements.

- (a) Before approval of a building permit, the land developer may be required to install required street, sidewalk, water, sewer, storm sewer, drainage and other required public facilities (“Improvements”), or execute and record against the property an agreement between the owner of land and the City specifying the period of time within which required Improvements and repairs shall be completed (“Improvement Agreement”). The Improvement Agreement shall provide that, if Improvements are not installed within the period specified, the City may complete the work and recover the full cost and expense, together with court costs and attorneys’ fees necessary to collect said amounts from the land developer or lien the property in this full amount. In any event, the land developer shall repair existing streets or other public utilities damaged in the process of building the development.
- (b) In the City’s sole discretion, the City Administrator may substitute an irrevocable petition to install one or more required Improvements for the Improvement Agreement referenced in (2)(a) of this Section 5.14 after determining that immediate Improvement construction is not in the City’s best interest. Such a determination may, but need not, be based on circumstances where the proposed development is not adjacent to a paved street with curbs and gutters. In conjunction with the irrevocable petition, the developer may be required to deposit with the City a cash payment, surety bond, or letter of credit in an amount determined by the City Administrator not exceeding the cost of Improvement construction, as based upon an estimate approved by the City Engineer (“Deposit”). The irrevocable petition shall reference the deposit and cover future Improvement installation to the extent actual installation costs exceed the Deposit amount.

- (3) Specifications for Improvements. All improvements shall comply with the Public Improvement Specifications of Veneta Ordinances in addition to the standard of this ordinance. If the City does not have adopted standards or specifications, the developer shall submit proposed improvement standards and specifications to the City for approval by the City Engineer.
- (4) Improvements within a Public Right-of-Way. A construction permit shall be required for all improvements constructed within a public right-of-way. The City Engineer shall have the authority to approve, disapprove, or modify construction permits and plans in accordance with Veneta Ordinances.
- (5) Dedication of Street Right-of-Way. Before approval of a building permit, the City may require dedication of additional public right-of-way in order to obtain adequate street widths, in accordance with the Veneta Comprehensive Plan, Land Division Ordinance and any adopted street plans. Dedication shall be considered whenever the existing street width adjacent to or within a development is of inadequate width.
- (6) Utility and Drainage Easements. Before approval of a building permit, the City may require that an easement agreement be executed between the city and the property owner for sewer, water, electric, drainage, storm sewer or other public utility easements wherever necessary. The easements shall be at least fourteen (14) feet wide and located adjacent to lot or parcel lines, except for utility pole tieback easements which may be reduced to six (6) feet in width.

SECTION 6.03 REQUIRED INFORMATION ON SITE PLAN

- (1) Site Plan. All maps must be drawn to scale and indicate clearly and with full dimensions, the following information:
 - (a) Vicinity Map. A scaled vicinity map clearly showing the relationship of the proposed site to surrounding developments, tax lots, streets, storm drainage(s), sewer, water and other required public facilities.
 - (b) Development Plans. A development plan shall include the following items in accordance with Article 5:
 4. Utility Plans.
 - e. Location of all other underground facilities, including phone, electricity, and cable television.

SECTION 6.04 IMPROVEMENT REQUIREMENTS

- (h) Installation of public facilities.

SECTION 6.05 APPROVAL CRITERIA

- (1) After an examination of the site and prior to approval of plans, the Planning Commission or Building and Planning Official must make the following findings:

- (d) That adequate water, sewer, and other required facilities, for the proposed use are available.

SECTION 13.02 DEFINITIONS

Add in alphabetical order:

Facilities	For the purposes of this Code, facilities are water, sewer, stormwater, telephone, cable, natural gas, electric, telecommunication facilities and broadband fiber conduit.
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VENETA LAND DIVISION ORDINANCE 494

SECTION 7.04 IMPROVEMENTS IN PARTITIONS

The same improvements required to serve a subdivision shall be required to serve each building site of a partition. However, if the Planning Commission or Building and Planning Official finds that the nature of development in the vicinity of the partition makes installation of some improvements, such as street width expansions, sidewalks or storm drainage unreasonable, the Planning Commission or Building and Planning Official may except those improvements. Exceptions to these improvements may be made only if a street grade has not been established or if installing such improvements could make traveling or walking dangerous due to the intermittence of the improvements. A recorded irrevocable petition will be required for excepted improvements. In conjunction with the irrevocable petition, the developer may be required to deposit with the City a cash payment, surety bond, or letter of credit in an amount not to exceed the cost of improvement construction, as based upon an estimate approved by the City Engineer. The irrevocable petition shall reference the deposit and cover future improvement installation to the extent actual installation casts exceed the deposit amount. In lieu of excepting an improvement, the Planning Commission may recommend the installation of the improvements to the City Council under special assessment financing or other facility extension policies of the City.

SECTION 7.05 AGREEMENT FOR IMPROVEMENTS

Before final approval of a subdivision plat or, unless excepted under Section 7.04, a partition map, the land divider shall either install required improvements and repair existing streets and other public facilities damaged in the development of the property or execute and file with the City an agreement between himself and the City, specifying the period within which required improvements and repairs shall be completed and providing that, if the work is not completed within the period specified, the City may complete the work and recover the full cost and expense, together with court costs and attorney fees necessary to collect said amounts from the land divider. The agreement shall also provide for reimbursement of the City for the cost of inspection by the City in accordance with Section 7.06.

SECTION 8.06 DEFINITIONS

Add in alphabetical order:

Facilities	For the purposes of this Code, facilities are water, sewer, stormwater, telephone, cable, natural gas, electric, telecommunication facilities and broadband fiber conduit.
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Minutes of the Veneta City Council

January 26, 2015

Present: Sandra Larson, Thomas Cotter, Thomas Laing, and Tim Brooker

Absent: Victoria Hedenstrom

Others: Ric Ingham, City Administrator; Kay Bork, Community Development Director; Shauna Hartz, Finance Director; Kyle Schauer, Public Works Director; Katie Babits, Management Analyst; Darci Henneman, Assistant City Recorder; Steven Reister, Philip Foster, Tristan Cornelius, Stacy Cornelius, Sgt. Halvorson, LCSO; Liz Killam, and Joan Mariner, Fern Ridge Review

1. CALL TO ORDER

Mayor Sandra Larson called the Veneta City Council to order at 7:04 p.m.

2. STATE OF THE CITY ADDRESS - MAYOR SANDRA LARSON

Mayor Larson gave the State of the City address. A copy is attached.

3. PUBLIC COMMENT

Steven Reister, 88197 Eastwood Ct., Veneta, OR

Mr. Reister said on behalf of the Veneta Neighborhood Watch Group he would like to formally request Council's support of the program.

Mayor Larson said the request is listed on tonight's agenda.

4. PUBLIC HEARING – (CONT.) TO DETERMINE DANGEROUS BUILDING ABATEMENT

(1) Mayor Larson opened the Public Hearing at 7:16 p.m.

(2) Staff Report

Bork said the City Council is continuing the December 15, 2015 public hearing to specify abatement for the accessory structure at 24988 West Broadway. She said the City Building Official inspected the accessory structure and determined the building was dangerous. She said the public hearing initially started in December and is continuing tonight. The Council can decide to abate the accessory building or require the building to be torn down. She said tonight's public hearing is an opportunity to gather information, the building owner, as well as the City Building Official are in attendance if the Council has any questions for either. She said she did not specify a date in either of the suggested motions and asked when making a motion that either 60 or 90 days be included in the motion.

(3) Questions from Council

In response to a question from Thomas Cotter, Bork said tonight's Public Hearing and any action taken by the Council is only to address the small accessory building.

Philip H. Foster spoke on behalf of the property owner. He said he is residing at the Tootle Building as caretaker to clean up and make improvements to the building. He said abatement has begun on the small house by sealing the two penetration areas at the front of the building to exclude animals from entering. He said the small building is in great disrepair and he found nine feral cats living in that structure. He said two were quite ill and the Veneta Friends of Feral Cats have placed the cats in new homes except for one that is recovering. He said he agrees with the abatement and they are proceeding as quickly as they can. The small structure was stripped of the old growth lumber, it is beyond rehabilitation and precludes it from being rebuilt as a residence. However, in his opinion, the Tootle Building is invaluable to the community because it contains original materials. He said he would like to remove materials from the small structure to use to repair the Tootle Building. He said he is working on a marketing campaign to see if he can find some investors or partners that might want to rehabilitate the Tootle Building and he would need about a year to complete restoration to that building. He said all restoration would meet the abatement requirements and he hopes to see the entire corner restored to a living breathing part of the community.

In response to a question from Thomas Cotter, Mr. Foster said he has held a contractor's license in the past but currently he is not licensed. He said the only permit needed is a demolition permit for the smaller structure but it is beyond his means to lift the Tootle Building.

In response to a question from Thomas Laing, Mr. Foster said it would take a few days to take the small structure apart but in the meantime he would use it for storage.

In response to a question from Mayor Larson, Mr. Foster said the materials from the small structure would be better preserved as they stand. He said if it's torn down, the materials could get damaged.

In response to a question from Thomas Laing, Mr. Foster said he has moved buildings before and many times when they're lifted or moved a building will straighten out to a large degree. He said the Tootle Building is constructed with good materials. An engineer and contractor could straighten the building and using the matching lumber from the small building would be ideal. He would like to see the small house stand until they can find the investors and partners to restore the Tootle Building.

In response to a question from Mayor Larson, Bork said the Building Official could make sure that any restoration complies with the intent of the letter.

In response to a question from Tim Brooker, Ingham said the Council received a lot of materials on this matter and the Council directed staff to set a public hearing in October 2014 to specify abatement for the small building only.

In response to a question from Tim Brooker, Bork said previously the Council determined just the small structure is a nuisance building and the City Building Inspector determined the same building as a danger. She said the large building is not part of this hearing or action.

Mr. Foster said he is planning on an abatement measure for the Tootle Building so animals can't get into the building.

In response to a question from Thomas Cotter, Mr. Foster said the Tootle Building is a great asset to the City and could be declared a historic building. He said the odds of finding investors are very good.

(4) Public Comment

(5) Mayor Larson closed the Public Hearing at 7:38 p.m.

(6) Deliberation & Decision

In response to a question from Thomas Cotter, Mayor Larson said the Council needs to decide abatement of the building or demolishing. She said they can set any time frame for either option.

Thomas Cotter said with the new information, the Council has a choice. He said originally he wanted to declare the building be demolished by a certain time.

Thomas Laing said the small structure can't be made safe but the Council should give him time to remove the materials he needs to make repairs to the Tootle Building.

In response to a question from Tim Brooker, Thomas Cotter said Mr. Foster wants enough time to dismantle the smaller structure and use the materials to repair the Tootle Building.

Thomas Cotter agreed with Thomas Laing.

Tim Brooker said he wanted clarification that if Mr. Foster makes the small structure safe it will meet state and local laws.

Bork said the Council has two options. The first is to direct the building be made safe according to the City Building Official's memo (secure the building to keep people and rodents from entering). The other option is to direct the building be demolished. The Council also has the option, according to code, to set a timeline for either one of those actions to take place. She said that would meet the intent of the code to decide between those two options on only the small building.

In response to a question from Tim Brooker, Bork said the work Mr. Foster described doesn't require a permit so he is not required to "meet applicable state and local contracting laws and regulations". She said any work done that required a permit would need to comply with state and local laws.

Mayor Larson said she is in favor of giving the owner and Mr. Foster time to remove the needed materials from the small structure.

MOTION: Thomas Cotter made a motion to declare the accessory structure at 24988 West Broadway a dangerous building and order the structure to be made safe within 90 days from today and if that deadline is not met, the work shall be undertaken by City personnel and equipment, or bids will be obtained according to applicable local and state contracting laws and regulations, to complete the work at the expense of the owner of the property. Thomas Laing seconded the motion which passed with a vote of 4-0.

5. CONSENT AGENDA

MOTION: Thomas Cotter made a motion to approve the consent agenda as presented. Thomas Laing seconded motion.

VOTE: Thomas Laing, aye; Thomas Cotter, aye; Sandra Larson, aye; Victoria Hedenstrom, aye; Tim Brooker, aye.

The consent agenda as approved included Minutes for December 8, 2014 Work Session, Minutes for December 15, 2014 Work Session, Minutes for December 15, 2014, Minutes for January 12, 2015 Work Session, Minutes for January 12, 2015, Accounts Payable - To be Paid – Payable through January 21, 2015, Civic Calendar for February, 2015, Approval of Liquor License (change of ownership) for Danielle Taste Veneta (formerly DJMcRB, LLC, dba Taste), 88330 Territorial Rd., (located in the West Lane Shopping Center), and Year End Planning & Building Activity Report.

6. COUNCIL BUSINESS AND REPORTS

a. Business

- (1) Request from Tristan Cornelius to waive the Community Center rental fee for a fundraising event for the Mr. Falcon contest.

In response to Mayor Larson, Mr. Cornelius is wanting to hold a rummage sale to raise funds for the Mr. Falcon contest. He said the proceeds for the sale will go to Mid Lane Cares.

MOTION: Thomas Cotter made a motion to waive the Community Center rental fee for Tristan Cornelius on February 7, 2015 to hold a fundraising event for the Mr. Falcon Contest. Tim Brooker seconded the motion which passed with a vote of 4-0.

In response to a question from Mayor Larson, Stacy Cornelius said this year Elmira High School is holding the Mr. Falcon Contest rather than last year when it was the Ms. Falcon Contest. She said 90% of the proceeds collected will go to Mid Lane Cares and 10% will go to the Elmira Booster Club to be used for athletic scholarships.

- (1) Lane County Sheriff's Office Activity Report
Sgt. Halvorson reviewed his report and asked if there were any questions.

Thomas Cotter said he still likes the old reports. He said the current report doesn't provide much detail and it's not enough information for him.

Ingham said the current report was developed because the previous report included a lot of personal information, addresses, and the specific crimes committed. He said he still receives the old report and it is available to the Council upon request but because of the content of the information, it really wasn't information that should be included in the packet.

In response to a question from Thomas Laing, Sgt. Halvorson said the data shows that some crimes increase in the summer months. He said we have a six or seven month picture and it's not alarming but it shows a consistent spike in crime during the summer and that's not just in Veneta but it's in Creswell, and countywide.

In response to a question from Mayor Larson, Sgt. Halvorson said he still looks for crime patterns in specific areas. He said he breaks down the call list by category which identifies hot spots and then they focus patrols on those areas. He said he reviews the call list monthly which results in the report he provides to the Council.

Sgt. Halvorson said Lane County Sheriff's Office (LCSO) is conducting a trial run with body cameras in order to determine if it is a feasible program to pursue. He said three deputies and one sergeant have been chosen to wear a body camera; Deputy Jahn with the Veneta patrol is one of the three deputies. He said Deputy Jahn is fairly active at night so he's a good choice to wear the camera. Sgt. Halvorson said the cameras aren't very expensive but the camera and footage maintenance is, as well as the cost of responding to public records requests.

Sgt. Halvorson said the first "Meet the Sergeant" meetings start this Saturday, January 31st at 1:00 p.m. and will be held the last Saturday of the month at the Fern Ridge Community Library. He said residents are encouraged to stop by to ask questions or simply get to know him. He said this follows the trend he'd like to focus on that he is available to the community. He said the Neighborhood Watch program will also be discussed. He said the Veneta Crime Watch Group (VCWG) will meet on February 24th to establish block captains. He said he will also attend that meeting to answer any questions and promote that LCSO, the City of Veneta and Veneta patrols recognize and encourage the VCWG. Sgt. Halvorson said he wanted to update the Council on Lane County's budget. He said things are a little delayed because the County has been slow in getting budget numbers to the Sheriff's Office. He said some measures are still pending at the federal level so there are many unknown variables. However, regardless of what happens in Lane County it's not likely to affect Veneta's policing.

In response to a question from Thomas Laing, Sgt. Halvorson said since Sheriff Turner held the Community Awareness meeting in Veneta last December, it was promising that a bill would pass and funding Secure Rural Schools (SRS) but the bill actually died. He said they're working with lobbyists and congress on another bill to receive those SRS funds. He said the County is anticipating a three million dollar deficit and he's not sure how that deficit will affect the Sheriff's Office. He said they may take all of it or a portion of it.

Sgt. Halvorson said the hiring process is tricky because his department can't over-hire and new deputies need 11 months of training before they can fill a deputy position on their own. He said it's difficult to bring people on now not knowing what's going to happen July 1st.

The Council thanked Sgt. Halvorson for the report.

(2) Liaison Appointment to Committees

Mayor Larson asked if the Council had any questions about the proposed appointments, if not, she appointed herself liaison to Lane Council of Governments (LCOG) and the School District; Thomas Cotter liaison to the Fern Ridge Chamber of Commerce and LCOG alternate; Victoria Hedenstrom liaison to the Park Board and the School District alternate; Tim Brooker liaison to Lane Area

Commission on Transportation (LACT) and Ric Ingham as alternate; Thomas Laing liaison to Mid Lane Cares.

(3) City Day at the Capital

Ingham said Oregon Mayors participate in this event to try to build strong relationships with local legislators and would also like to include City Councilors in an effort to be on a first name basis with our local legislators.

Mayor Larson said it would seem reasonable to go as a group. She said anyone interested in attending should talk with Ingham.

(4) Lane Council of Governments (LCOG) Annual Banquet

Mayor Larson said the annual appreciation dinner is Friday, February 6, 2015. She said she is hoping to see a major representation from Veneta at this year's banquet. Thomas Cotter, Thomas Laing, and Tim Brooker said they will attend.

Ric said spouses are also welcome to attend. He asked Councilors to confirm their attendance with Darci so she can make reservations for everyone.

(5) Congressional Letter of Support

Mayor Larson said this letter of support was distributed to local mayors from City of Springfield Mayor, Cynthia Lundberg. She said Mayor Lundberg is traveling to Washington DC and would like to take the letter with her. She asked if everyone has had a chance to read it and if so is there Council consensus to support Mayor Larson to sign the letter on behalf of the City of Veneta?

Ingham said as part of the United Front, we often work with the Lane County Board of Commissioners to make sure rural issues are included on the list when they go back to congress. He said the Highway 126 project continues to move up the list.

b. Councilor/Committee Liaison Reports
None.

7. STAFF REPORTS

a. Finance Director.....Shauna Hartz

(1) 2nd Quarter Fund Balance Report

Hartz reviewed the second quarterly report for this fiscal year; covering July 1, through December 31st. She reminded the Council that the expenses for personnel, materials and services stayed constant from month to month and we like to see those at 50% spent or less. One exception is the Zumwalt fund and that is because it doesn't operate every month so we won't have many expenditures for the rest of this fiscal year. She brought to the Council's attention two funds that have negative balances. She said she is waiting to do a transfer that will to close the capital construction enterprise fund (where we track water and sewer SDCs). She said the auditors asked that we break that fund into two funds, one for water and one for sewer so the transfer of 2.7 million dollars will be divided appropriately. She said the street fund has an overage in capital outlay which will require an appropriations transfer by resolution which she will bring to the Council in the next few months. She said there may be more transfers coming up so she would like to see if she can take care of all the transfers with one resolution. She said the percentage of revenue looks high compared to the budget. She said that is partly because we have received most of the property tax revenue. She said as the year goes on that percentage will decrease.

(2) Proposed Budget Calendar for FY2015-16

Hartz said this is laid out with four important dates for the Council. The first is May 7th which is when the Budget Documents will be delivered to the Council and the Budget Committee members. The first Budget Committee meeting will be Thursday, May 14th. She said staff is proposing holding the Public Hearing at the first Budget Committee meeting rather than the second. She said it's possible

to only have one Budget Committee meeting but the second meeting is scheduled in the event the Budget Committee decides to have a second meeting. She said receiving the Budget Message, the Public Hearing, and allowing public comment are three requirements needed prior to adopting the Budget. All of which are scheduled to be on the First Budget Committee meeting agenda. She said with Tim Brooker now a City Councilor rather than a Citizen Budget Committee member, his partial position, which expires December 31, 2016, is now vacant. She said that partial position will be advertised in the February 4th and February 11th editions of the Fern Ridge Review. She said that vacancy ad closes on February 27th and she plans on getting that filled well before the budget process begins. She said the last date is June 8th which is a regularly scheduled Council meeting and will include the budget Public Hearings for the Urban Renewal Agency and the City and hopefully adoption of the budgets.

Mayor Larson said the word is out - we have a vacancy on the Budget Committee.

Ingham said staff tries to juggle meetings for the City Council and Planning Commission as well as other City functions during this time of year. He said Thursdays seemed like the best night for the Budget Committee to meet. He asked Councilors to please review their calendars and if there are any conflicts on the second and fourth Thursdays of June, please let staff know and calendar revisions will be made accordingly.

b. Management Analyst.....Katie Babits

(1) Adoption of a City of Veneta Communication Plan

Babits said at the October 2013 Council Goal Setting Session, the Council identified Goal No. 6 “to improve community awareness of City issues and public engagement opportunities”. She said the objectives of this goal was to develop a communication plan that will promote understanding of the City and its functions; outline engagement opportunities; foster an appreciation for Veneta’s history; and establish a means to disseminate and receive feedback to and from the public. In July 2014, the Communication Subcommittee collaborated to create a Communication Plan which outlines methods the City will use to communicate to residents and non-residents regarding City events and provide avenues for others to find answers to questions. To ensure the plan is working, the Committee wanted to develop some evaluation methods to measure success and identify new methods that come up throughout the year that could be put into action when needed. She said disseminating the information will primarily fall on her with assistance from the Management Team. Babits reviewed the Communication Plan with the Council and asked if there were any questions.

In response to a question from Thomas Laing, Ingham said as the Emergency Preparedness Plans develop, and depending on the situation, we would use any one of the tools identified in the Communication Plan; whether it’s a Facebook broadcast or an alert broadcast.

In response to a question from Mayor Larson, Ingham said there’s been a little setback in that the County is pushing for a new format and will have a brand new Emergency Operation Plan in effect this fall. He said it’s an issue we need to bring back to the Council to talk about. He said our Plan is about 80% completed and now it doesn’t align with Lane County. He said it’s a discussion we need to have and Chief Ney is unclear on how he wants to proceed at this point

MOTION: Thomas Cotter made a motion to adopt the City of Veneta Communication Plan as presented. Tim Brooker seconded the motion which passed with a vote of 4-0.

(2) Revision of City Logo

Babits said in addition to the Communication Plan and in conjunction with updating the City’s website, the City logo revision came about when discussion about updating the City’s website first began. She said it was agreed that everyone should be comfortable with the logo and that it should be easily recognizable and associated with the City. In March 2013 the Council directed staff to create a Logo Committee. The Committee met and suggested the Council revisit the logo creation during the Goal Setting Session held later in the year. She said that same goal included updating the website. However, due to multiple capital projects at that time, the logo process was postponed until July 2014

when the Communication Subcommittee reconvened. A logo contest produced a lot of great results but nothing that the Committee felt really embodied the City of Veneta. The Committee decided to revise and modernize the existing City logo. Babits reviewed the color of the logo which is very similar to the current logo. She said the logo will be easily identifiable and will be placed on T-shirts, City vehicles, posters, etc. She said it will be something that people will see around the City and identify with municipal government.

MOTION: Thomas Cotter made a motion to approve the revisions to the City logo and adopt it as the official City of Veneta logo as presented. Thomas Laing seconded the motion which passed with a vote of 4-0.

c. City Administrator.....Ric Ingham

(1) Veneta Vision LLC Franchise Agreement

i. Agenda Item Summary

Ingham said back in October Country Vision and Emerald Cable came before the Council asking for a franchise agreement to deliver wireless internet and cable services to City residents. The Council granted that wish and directed staff to develop a franchise agreement to the newly formed corporation; Veneta Vision, LLC. He said Ordinance No. 518 is before the Council for first reading by title only. He said staff is excited we have additional and alternative providers and we think the competition and expanded services is a good move. He said requests from Veneta Vision to occupy or construct in the City's right-of-way or to lease any City facility will come under a separate request and are likely about 60 days out.

In response to a question from Thomas Cotter, Ingham said Milo Mecham said 5% is the maximum franchise fee allowable by federal law and is also the standard fee charged in Lane County.

ii. **Ordinance No. 518 – AN ORDINANCE GRANTING TO VENETA VISION LLC, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SERVICE AND TO OCCUPY RIGHTS-OF-WAY IN THE CITY OF VENETA, OREGON AND SETTING AN EFFECTIVE DATE. For First Reading by Title Only**

MOTION: Thomas Cotter made a motion to approve Ordinance No. 518 for first reading by title only. Tim Brooker seconded the motion which passed with a vote of 4-0.

Ordinance No. 518 was read into the record for first reading by title only.

(2) Neighborhood Watch Request

Ingham said Ms. Killam submitted a request and Mr. Reister made comments during the public comment session. He said the Group is requesting Council support their efforts once it gets up and running. He said the City appreciates the efforts of the Veneta Neighborhood Watch Group to get neighborhoods involved in the program. He said they want to utilize the National Neighborhood Watch program to ensure that they adhere to the highest requirements, i.e., background checks, etc. Ingham said City staff is very supportive of this and will bring all financial requests to the Council as the program evolves.

In response to a question from Thomas Laing, Ingham said how the watch program is set up really depends on the turnout of residents. He said we previously discussed having deputies provide support by attending the neighborhood block meetings once they are established.

After a brief discussion, it was the consensus of the Council to support the Veneta Neighborhood Watch Program.

Mayor Larson said the Veneta Neighborhood Watch kickoff meeting will be at 7:00 p.m. on February 24th at the Library.

Ingham said Babits will get the meetings posted on the City's website.

(3) Review of 2014 Work Plan & Goals

a. 2014 Work Plan Review

Ingham said at this point we've completed about 70% of the items established in the current Work Plan and the ground work has been established for many other activities to be done in 2015 or help with projects that will get included in the 2015-16 Work Plan. He said the Work Plan is reflective of Council priorities, and/or reflected in Master Plans, or capital improvement programs that we feel are timelier and should be addressed. He said wastewater, transportation projects, and public safety are the three top priorities. He said two other priorities were law enforcement and creating an Emergency Preparedness Plan. He said the Council, Planning Commission, and community members have been involved in updating the Economic Opportunity Analysis which will hopefully be adopted and implemented in late spring or early summer.

In response to a question from Mayor Larson, Ingham said staff is ready to move on with establishing new Council's priorities. He said we can talk about how to proceed with the establishment of those priorities.

b. 2014 Goal Setting Session Report

Ingham reviewed that report.

Mayor Larson felt there's enough unfinished business that it makes sense to review what's been accomplished and what we've discovered since.

Tim Brooker would like to see the Council review the priorities to determine if they still stand.

In response to a question from Mayor Larson, Tim Brooker said the goals themselves may need to be reviewed. He said he felt that maybe public safety is still a priority but sidewalks and pedestrian paths may not have a higher priority than street improvements.

In response to a question from Thomas Laing, Ingham said the street assessment will be presented to the Council at the February 9th meeting.

(4) Process for Establishing 2015 Council Goals & Priorities

Ingham said a survey could be developed on the goals and summaries to determine if they reflect the current priorities the Council wants to move forward with. He said what he's hearing is the Council is okay with the issues and not likely to see many new ones. He said Mr. Brooker is talking about priority of goals and are they in the order the Council wants to proceed with. He said staff will put together a review process to get Council feedback and bring it back at the next Council meeting or the second meeting in February. He said from there hopefully we can make revisions and get a new plan adopted at the first meeting in March in order to include it in the budget process. The new goals will cover a time period for 2015 and 2016. He said in January 2017 we'll have three newly elected officials and will likely go through a full or partial process at that time.

(5) Questions from Councilors

None

8. OTHER

Ingham said the management team has tentatively scheduled Work Sessions to be held at 6:00 p.m., prior to the next five (5) Council meetings. He said if calendars allow, Work Sessions will be held on February 9th, February 23rd, March 9th, March 23rd, and April 13th. He said there are several topics that need to be discussed; Council's priorities for submitting to the State Transportation Improvement Program (STIP), and where we want our focus to be for Hwy 126 and Territorial. He said many of those projects are being proposed in the 2015-18 STIP but if we want to stress where we want things to be in 2018-21, we need to focus on that. He said Hartz will provide the next steps to update the utility billing process. He said Schauer

will present the street assessment report at the February 9th Work Session to discuss how we want to fund and implement that, and by late March, Bork will be ready to talk about adoption of the Economic Opportunity Analysis and the Council has expressed an interest to talk specifically about the Economic Strategic Plan and the actions that would come out of that. He said all these items should really take place during Council Work Sessions.

Ingham said letters were sent to East Bolton residents impacted by the proposed sewer improvements and there is an open house scheduled for Wednesday, January 28th at 4:30 here at City Hall. He said staff spoke with a few East Bolton residents last week and they felt the City's proposal seemed pretty fair. He said staff is unclear about the level of participation we'll see at the open house but there will be four different work stations set up to answer questions about how the public improvement process works. He said the open house is not a regular Council meeting but Council members may attend.

Hartz said in February the City will advertise a part time receptionist position. She said the current year's fiscal budget includes the position. She said we've had a temporary receptionist since July and it's made a big difference in scheduling and staff workloads. She said we would like to fill that position on a regular basis.

In response to a question from Thomas Laing, Hartz said it will be a regular part time position.

Ingham said the next Planning Commission meeting is Tuesday, February 3rd; the Veneta Park Board meets on Wednesday, February 4th, the LCOG award dinner is Friday, February 6th and February 9th there will be a Council Work Session prior to the regular Council meeting.

9. ADJOURN

Mayor Larson adjourned the Veneta City Council at 8:45 p.m.

XXXXXXXXXXXXXXXXXXXXX

Sandra Larson, Mayor

ATTEST:

XXXXXXXXXXXXXXXXXXXXX

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

Accounts Payable To Be Paid Proof List

User: mindy
 Printed: 02/05/2015 - 8:13 AM
 Batch: 009-01-2015



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
A-I Lock A-1 Lock & Safe										
111166	01/30/1515	12.00	0.00	02/10/2015	Service Center keys		-			No 0000
420-200-51010	Admin Supplies & Services									
	111166 Total:	12.00								
	A-I Lock Total:	12.00								
AbvMess Above The Mess										
152015-24	01/31/2015	438.00	0.00	02/10/2015	Monthly Contract		-			No 0000
100-100-52055	Janitorial Services Contract									
152015-24	01/31/2015	109.50	0.00	02/10/2015	Monthly Contract		-			No 0000
140-140-52055	Janitorial Services Contract									
152015-24	01/31/2015	182.50	0.00	02/10/2015	Monthly Contract		-			No 0000
130-530-52055	Community Ctr Janitorial&Maint									
	152015-24 Total:	730.00								
	AbvMess Total:	730.00								
ALSCO ALSCO										
Jan 2015	01/31/2015	321.65	0.00	02/10/2015	CH door mats/paper products		-			No 0000
100-100-51050	Bldg Maint/Janitorial Sup									
Jan 2015	01/31/2015	80.41	0.00	02/10/2015	CH door mats/paper products		-			No 0000
140-140-51050	City Hall Main/Janitorial Sup									
	Jan 2015 Total:	402.06								
	ALSCO Total:	402.06								
AmePla American Planning Assoc										
208289-1514	01/22/2015	275.00	0.00	02/10/2015	Kathryn Bork 04/01/2015-03/31/2016		-			No 0000
140-140-51020	Professional Dues									
	208289-1514 Total:	275.00								
	AmePla Total:	275.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
AnalyLab Analytical Laboratory Group										
63092Wtr	01/30/2015	122.50	0.00	02/10/2015	Drinking water		-	No		0000
210-210-53055	System Quality Tests									
	63092Wtr Total:	122.50								
63092WW	01/30/2015	1,014.30	0.00	02/10/2015	Wastewater		-	No		0000
220-220-53055	System Quality Tests									
	63092WW Total:	1,014.30								
	AnalyLab Total:	1,136.80								
BiMart Bi-Mart Corporation										
January 2015	01/24/2015	10.33	0.00	02/10/2015	Various needs		-	No		0000
100-100-51010	Admin Supplies & Services									
January 2015	01/24/2015	6.66	0.00	02/10/2015	Various needs		-	No		0000
210-210-53065	Bldg & Yard Maintenance									
January 2015	01/24/2015	6.66	0.00	02/10/2015	Various needs		-	No		0000
220-220-53065	Bldg & Yard Maintenance									
January 2015	01/24/2015	6.66	0.00	02/10/2015	Various needs		-	No		0000
230-230-53065	Bldg & Yard Maintenance									
January 2015	01/24/2015	7.42	0.00	02/10/2015	Various needs		-	No		0000
210-210-51010	Admin Supplies & Services									
January 2015	01/24/2015	7.42	0.00	02/10/2015	Various needs		-	No		0000
220-220-51010	Admin Supplies & Services									
January 2015	01/24/2015	7.40	0.00	02/10/2015	Various needs		-	No		0000
230-230-51010	Admin Supplies & Services									
January 2015	01/24/2015	5.98	0.00	02/10/2015	Various needs		-	No		0000
130-530-52055	Community Ctr Janitorial&Maint									
January 2015	01/24/2015	31.93	0.00	02/10/2015	Various needs		-	No		0000
230-230-53045	Street Maintenance									
January 2015	01/24/2015	10.86	0.00	02/10/2015	Various needs		-	No		0000
100-100-51050	Bldg Maint/Janitorial Sup									
January 2015	01/24/2015	2.72	0.00	02/10/2015	Various needs		-	No		0000
140-140-51050	City Hall Maint/Janitorial Sup									
January 2015	01/24/2015	4.24	0.00	02/10/2015	Various needs		-	No		0000
130-130-51010	Admin Supplies & Services									
January 2015	01/24/2015	9.99	0.00	02/10/2015	Various needs		-	No		0000
210-210-53040	System Maintenance									
	January 2015 Total:	118.27								
	BiMart Total:	118.27								
BucSan Buck's Sanitary Service										
A-32005	01/31/2015	53.00	0.00	02/10/2015	Fern Park unit		-	No		0000
130-130-53210	Park Maintenance									
	A-32005 Total:	53.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
A-32006	01/31/2015	53.00	0.00	02/10/2015	City Park Unit		-	No		0000
130-130-53210	Park Maintenance									
	A-32006 Total:	53.00								
A-32007	01/31/2015	98.50	0.00	02/10/2015	Skate Park unit		-	No		0000
130-130-53210	Park Maintenance									
	A-32007 Total:	98.50								
	BucSan Total:	204.50								
CardSvc Card Service Center										
Jan 2015 FE ofc	01/29/2015	43.50	0.00	02/10/2015	E Bolton LID printed map		-	No		0000
220-220-51010	Admin Supplies & Services									
	Jan 2015 FE ofc Total:	43.50								
Jan 2015 MS	01/29/2015	31.79	0.00	02/10/2015	MS online		-	No		0000
100-100-52045	Computer System Support-Maint									
Jan 2015 MS	01/29/2015	2.92	0.00	02/10/2015	MS online		-	No		0000
100-100-52045	Computer System Support-Maint									
Jan 2015 MS	01/29/2015	4.08	0.00	02/10/2015	MS online		-	No		0000
100-170-52045	Computer System Support/Maint									
Jan 2015 MS	01/29/2015	3.21	0.00	02/10/2015	MS online		-	No		0000
130-130-52045	Computer System Support-Maint									
Jan 2015 MS	01/29/2015	2.33	0.00	02/10/2015	MS online		-	No		0000
130-520-52045	Computer System Support/Maint									
Jan 2015 MS	01/29/2015	12.83	0.00	02/10/2015	MS online		-	No		0000
140-140-52045	Computer System Support-Maint									
Jan 2015 MS	01/29/2015	11.38	0.00	02/10/2015	MS online		-	No		0000
210-210-52045	Computer System Support-Maint									
Jan 2015 MS	01/29/2015	16.04	0.00	02/10/2015	MS online		-	No		0000
220-220-52045	Computer System Support-Maint									
Jan 2015 MS	01/29/2015	1.75	0.00	02/10/2015	MS online		-	No		0000
230-230-52045	Computer System Support-Maint									
Jan 2015 MS	01/29/2015	1.17	0.00	02/10/2015	MS online		-	No		0000
240-240-52045	Computer System Support-Maint									
	Jan 2015 MS Total:	87.50								
Jan 2015 NoStmp	01/29/2015	29.30	0.00	02/10/2015	Notary Stamp - TW		-	No		0000
100-100-51010	Admin Supplies & Services									
	Jan 2015 NoStmp Total:	29.30								
Jan 2015 RG	01/29/2015	37.25	0.00	02/10/2015	Utility Wrkr I job posting		-	No		0000
210-210-51010	Admin Supplies & Services									
Jan 2015 RG	01/29/2015	37.25	0.00	02/10/2015	Utility Wrkr I job posting		-	No		0000
220-220-51010	Admin Supplies & Services									
Jan 2015 RG	01/29/2015	37.25	0.00	02/10/2015	Utility Wrkr I job posting		-	No		0000
230-230-51010	Admin Supplies & Services									
Jan 2015 RG	01/29/2015	37.25	0.00	02/10/2015	Utility Wrkr I job posting		-	No		0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Jan 2015 SR	01/29/2015	149.00								
Jan 2015 RG Total:										
210-210-51070	Training & Conferences	280.58	0.00	02/10/2015	Conference lodging - KS		-		No	0000
Jan 2015 SR	01/29/2015	280.58	0.00	02/10/2015	Conference lodging - KS		-		No	0000
220-220-51070	Training & Conferences									
Jan 2015 SR Total:										
CardSvc Total:										
CivWest Civil West Engineering Service										
3101-006.04	02/02/2015	3,408.92	0.00	02/10/2015	Services 12/26/2014-01/25/2015		-		No	0000
220-220-61610	System Improvement/Expansion									
3101-006.04	02/02/2015	6,330.83	0.00	02/10/2015	Services 12/26/2014-01/25/2015		-		No	0000
314-314-60130	System Expansion									
3101-006.04 Total:										
CivWest Total:										
DCBS DCBS										
January 2015	02/04/2015	52.68	0.00	02/10/2015	State surcharges 01/2015 (Bldg)		-		No	0000
100-000-20275	Building Surcharges Payable									
January 2015	02/04/2015	37.44	0.00	02/10/2015	State surcharges 01/2015 (Electrical)		-		No	0000
100-000-20280	Electrical Surcharges Payable									
January 2015 Total:										
DCBS Total:										
EDMS EDMS Inc										
16596	01/30/2015	106.76	0.00	02/10/2015	January Utility Billing statements		-		No	0000
210-210-51010	Admin Supplies & Services									
16596	01/30/2015	249.44	0.00	02/10/2015	January Utility Billing statements		-		No	0000
210-210-51015	Postage									
16596	01/30/2015	160.14	0.00	02/10/2015	January Utility Billing statements		-		No	0000
220-220-51010	Admin Supplies & Services									
16596	01/30/2015	374.18	0.00	02/10/2015	January Utility Billing statements		-		No	0000
220-220-51015	Postage									
16596 Total:										
16596 NL	01/30/2015	890.52							No	0000
100-100-51095	Public Relations	379.39	0.00	02/10/2015	Monthly Newsletter		-		No	0000
16596 NL Total:										
EDMS Total:										
EPUD EPUD										
104799 01/15	01/28/2015	16.29	0.00	02/10/2015	Skate Park		-		No	0000
130-130-53110	Territorial Park Electricity									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
GreHill Greenhill Humane Society 2987	02/02/2015	1,150.00	0.00	02/10/2015	08/30/2014 - 12/31/2014		-	No		0000
100-170-52110	Animal Control Contract									
	2987 Total:	1,150.00								
	GreHill Total:	1,150.00								
InfoStru Info Structure										
2248843	01/21/2015	382.85	0.00	02/10/2015	Acct #C7930 - City Hall		-	No		0000
100-100-51030	Telephone Services									
2248843	01/21/2015	95.72	0.00	02/10/2015	Acct #C7930 - City Hall		-	No		0000
140-140-51030	Telephone									
	2248843 Total:	478.57								
2249067	01/21/2015	46.03	0.00	02/10/2015	Acct #61227		-	No		0000
220-220-51030	Telephone Services									
	2249067 Total:	46.03								
2249128	01/21/2015	40.64	0.00	02/10/2015	Acct #62054 - Pool		-	No		0000
130-520-54055	Pool Utilities									
	2249128 Total:	40.64								
	InfoStru Total:	565.24								
IngR Ingham R Ric										
RIngham 12/14	01/29/2015	50.00	0.00	02/10/2015	Cell phone stipend		-	No		0000
100-100-51030	Telephone Services									
RIngham 12/14	01/29/2015	194.26	0.00	02/10/2015	Expense/Mileage Reimbursement		-	No		0000
100-100-51075	Travel - Staff									
	RIngham 12/14 Total:	244.26								
	IngR Total:	244.26								
JerBro Jerry Brown Co										
JAN 2015	01/31/2015	31.91	0.00	02/10/2015	Fuel usage		-	No		0000
100-100-51075	Travel - Staff									
JAN 2015	01/31/2015	63.82	0.00	02/10/2015	Fuel usage		-	No		0000
130-130-53030	Vehicle Operation/Maintenance									
JAN 2015	01/31/2015	63.82	0.00	02/10/2015	Fuel usage		-	No		0000
230-230-53030	Vehicle Operation-Maintenance									
JAN 2015	01/31/2015	255.29	0.00	02/10/2015	Fuel usage		-	No		0000
210-210-53030	Vehicle Operation&Maintenance									
JAN 2015	01/31/2015	223.38	0.00	02/10/2015	Fuel usage		-	No		0000
220-220-53030	Vehicle Operation&Maintenance									
	JAN 2015 Total:	638.22								
	JerBro Total:	638.22								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
LanCouOf Lane Council of Govern										
48540	01/26/2015	1,048.72	0.00	02/10/2015	Oct - Dec 2014		-	No		0000
100-100-52050	Internet & Web Site Fees									
48540	01/26/2015	96.21	0.00	02/10/2015	Oct - Dec 2014		-	No		0000
100-160-52050	Internet & Web Site Fees									
48540	01/26/2015	134.70	0.00	02/10/2015	Oct - Dec 2014		-	No		0000
100-170-52050	Internet & Web Site Fees									
48540	01/26/2015	105.83	0.00	02/10/2015	Oct - Dec 2014		-	No		0000
130-130-52050	Internet & Web Site Fees									
48540	01/26/2015	76.95	0.00	02/10/2015	Oct - Dec 2014		-	No		0000
130-520-52050	Internet & Web Site Services									
48540	01/26/2015	423.34	0.00	02/10/2015	Oct - Dec 2014		-	No		0000
140-140-52050	Internet & Web Site Fees									
48540	01/26/2015	375.23	0.00	02/10/2015	Oct - Dec 2014		-	No		0000
210-210-52050	Internet & Web Site Fees									
48540	01/26/2015	529.18	0.00	02/10/2015	Oct - Dec 2014		-	No		0000
220-220-52050	Internet & Web Site Fees									
48540	01/26/2015	57.73	0.00	02/10/2015	Oct - Dec 2014		-	No		0000
230-230-52050	Internet & Web Site Fees									
48540	01/26/2015	38.48	0.00	02/10/2015	Oct - Dec 2014		-	No		0000
240-240-52050	Internet & Web Site Fees									
48564	01/26/2015	2,886.37	0.00	02/10/2015	Telecomm legal assistance		-	No		0000
100-100-52010	Attorney & Legal Services									
48564	01/26/2015	997.92	0.00	02/10/2015	Computer support	Oct-Dec 2014	-	No		0000
100-100-52045	Computer System Support-Maint									
48606	01/26/2015	631.91	0.00	02/10/2015	Computer support	Oct-Dec 2014	-	No		0000
100-160-52045	Computer System Support-Maint									
48606	01/26/2015	81.21	0.00	02/10/2015	Computer support	Oct-Dec 2014	-	No		0000
100-170-52045	Computer System Support/Maint									
48606	01/26/2015	63.79	0.00	02/10/2015	Computer support	Oct-Dec 2014	-	No		0000
130-130-52045	Computer System Support-Maint									
48606	01/26/2015	46.40	0.00	02/10/2015	Computer support	Oct-Dec 2014	-	No		0000
130-520-52045	Computer System Support/Maint									
48606	01/26/2015	255.11	0.00	02/10/2015	Computer support	Oct-Dec 2014	-	No		0000
140-140-52045	Computer System Support-Maint									
48606	01/26/2015	226.04	0.00	02/10/2015	Computer support	Oct-Dec 2014	-	No		0000
210-210-52045	Computer System Support-Maint									
48606	01/26/2015	318.72	0.00	02/10/2015	Computer support	Oct-Dec 2014	-	No		0000
220-220-52045	Computer System Support-Maint									
48606	01/26/2015	34.78	0.00	02/10/2015	Computer support	Oct-Dec 2014	-	No		0000
230-230-52045	Computer System Support-Maint									
48606	01/26/2015	23.10	0.00	02/10/2015	Computer support	Oct-Dec 2014	-	No		0000
240-240-52045	Computer System Support-Maint									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	48606 Total:	1,738.97								
	LanCouOf Total:	5,623.26								
MidSta Mid-State Industrial Svc										
0157967	01/29/2015	1,830.00	0.00	02/10/2015	Monthly Contract		-		No	0000
230-230-53150	Street Sweeping Contract	1,830.00								
	0157967 Total:	1,830.00								
	MidSta Total:	1,830.00								
MrChain Mir Chain Saw Inc										
230855	01/08/2015	32.00	0.00	02/10/2015	Chain - PO 4485		-		No	0000
130-130-51515	Tools & Small Equipment	32.00								
	230855 Total:	32.00								
	MrChain Total:	32.00								
MurSmi Murray Smith & Associates Inc										
14-1619 - 1	01/19/2015	6,952.06	0.00	02/10/2015	Reservoir Imprvmtnts Svc through		-		No	0000
210-210-53040	System Maintenance	6,952.06			12/31/14					
	14-1619 - 1 Total:	6,952.06								
	MurSmi Total:	6,952.06								
NexCom Nextel Communications										
886952530-110	01/27/2015	39.99	0.00	02/10/2015	Cell phonesd - January 2015		-		No	0000
100-100-51030	Telephone Services	39.98								
886952530-110	01/27/2015	39.98	0.00	02/10/2015	Cell phonesd - January 2015		-		No	0000
130-130-51030	Telephone Services	59.98								
886952530-110	01/27/2015	59.99	0.00	02/10/2015	Cell phonesd - January 2015		-		No	0000
210-210-51030	Telephone Services	39.99								
886952530-110	01/27/2015	39.99	0.00	02/10/2015	Cell phonesd - January 2015		-		No	0000
220-220-51030	Telephone Services	239.93								
886952530-110	01/27/2015	239.93	0.00	02/10/2015	Cell phonesd - January 2015		-		No	0000
230-230-51030	Telephone Services									
	886952530-110 Total:	239.93								
	NexCom Total:	239.93								
OAWU OAWU										
2015 Conference	01/29/2015	147.50	0.00	02/10/2015	K. Schauer registration		-		No	0000
220-220-51070	Training & Conferences	147.50								
2015 Conference	01/29/2015	147.50	0.00	02/10/2015	K. Schauer registration		-		No	0000
210-210-51070	Training & Conferences	295.00								
	2015 Conference Total:	295.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	OAWU Total:	295.00								
OfcTeam Office Team										
42175058	01/19/2015	127.84	0.00	02/10/2015	T Weller Wk End Dt		-	No		0000
100-100-52290	Other Professional Services									
42175058	01/19/2015	127.84	0.00	02/10/2015	T Weller Wk End Dt		-	No		0000
210-210-52290	Other Professional Services									
42175058	01/19/2015	131.72	0.00	02/10/2015	T Weller Wk End Dt		-	No		0000
220-220-52290	Other Professional Services									
	42175058 Total:	387.40								
42224956	01/26/2015	102.28	0.00	02/10/2015	T Weller Wk End Dt		-	No		0000
100-100-52290	Other Professional Services									
42224956	01/26/2015	102.27	0.00	02/10/2015	T Weller Wk End Dt		-	No		0000
210-210-52290	Other Professional Services									
42224956	01/26/2015	105.37	0.00	02/10/2015	T Weller Wk End Dt		-	No		0000
220-220-52290	Other Professional Services									
	42224956 Total:	309.92								
	OfcTeam Total:	697.32								
OrAssMun OR Assoc of Municipal Recorder										
2015 Mid-year	01/22/2015	150.00	0.00	02/10/2015	D Henneman-Academy Registration		-	No		0000
100-100-51070	Training & Conferences									
	2015 Mid-year Total:	150.00								
	OrAssMun Total:	150.00								
OReilly O'Reilly Automotive, Inc										
4667130755	01/28/2015	43.15	0.00	02/10/2015	Various needs		-	No		0000
230-230-53130	Equipment Repairs									
	4667130755 Total:	43.15								
	OReilly Total:	43.15								
OrmKip Orme Kip										
KOrme 01/2015	02/02/2015	50.00	0.00	02/10/2015	Cell phone stipend		-	No		0000
220-220-51030	Telephone Services									
	KOrme 01/2015 Total:	50.00								
	OrmKip Total:	50.00								
PacAg Pacific Ag Systems										
0024169-IN	01/13/2015	20.06	0.00	02/10/2015	Big gun repairs - PO 4486		-	No		0000
220-220-53040	System Maintenance									
	0024169-IN Total:	20.06								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	PacAg Total:	20.06								
Ricoh Ricoh USA, Inc.										
5034237065	01/18/2015	73.42	0.00	02/10/2015	Color copier supplies/service		-	No		0000
100-100-51065	Office Machine Maintenance									
5034237065	01/18/2015	24.48	0.00	02/10/2015	Color copier supplies/service		-	No		0000
140-140-51065	Office Machine Maintenance									
	5034237065 Total:	97.90								
	Ricoh Total:	97.90								
SaniPac SANIPAC										
1816078	02/01/2015	23.20	0.00	02/10/2015	Trash haul-Act #2013-2002191-001		-	No		0000
100-100-51050	Bldg Maint/Janitorial Sup									
1816078	02/01/2015	5.80	0.00	02/10/2015	Trash haul-Act #20132002191-001		-	No		0000
140-140-51050	City Hall Maint/Janitorial Sup									
1816078	02/01/2015	100.33	0.00	02/10/2015	Trash Haul-Act #2013-2002191-001		-	No		0000
220-220-53050	WW Treatment Plant Maintenance									
1816078	02/01/2015	119.12	0.00	02/10/2015	Trash haul-Act #2013-2002191-001		-	No		0000
210-210-53065	Bldg & Yard Maintenance									
	1816078 Total:	248.45								
1823584	02/01/2015	509.21	0.00	02/10/2015	Trash haul-Act #2013-3001949-012		-	No		0000
220-220-53050	WW Treatment Plant Maintenance									
	1823584 Total:	509.21								
	SaniPac Total:	757.66								
SchKyl Schauer Kyle										
KSchauer 01/15	02/02/2015	50.00	0.00	02/10/2015	Cell phone stipend		-	No		0000
210-210-51030	Telephone Services									
	KSchauer 01/15 Total:	50.00								
	SchKyl Total:	50.00								
StplsCC Staples Contract and Commercia										
7001623943	01/27/2015	63.05	0.00	02/10/2015	Various office supplies		-	No		0000
100-100-51010	Admin Supplies & Services									
7001623943	01/27/2015	31.52	0.00	02/10/2015	Various office supplies		-	No		0000
140-140-51010	Admin Services & Supplies									
7001623943	01/27/2015	10.50	0.00	02/10/2015	Various office supplies		-	No		0000
130-130-51010	Admin Supplies & Services									
7001623943	01/27/2015	52.55	0.00	02/10/2015	Various office supplies		-	No		0000
210-210-51010	Admin Supplies & Services									
7001623943	01/27/2015	52.55	0.00	02/10/2015	Various office supplies		-	No		0000
220-220-51010	Admin Supplies & Services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	7001623943 Total:	210.17								
	SipIsCC Total:	210.17								
TherImag Thermo Imaging & Analysis, LLC										
3344	01/26/2015	680.00	0.00	02/10/2015	WWTP repairs		-	No		0000
220-220-53040	System Maintenance	680.00								
	3344 Total:	680.00								
	TherImag Total:	680.00								
WilSan Wildfish Sand & Gravel										
99332	01/21/2015	63.90	0.00	02/10/2015	Cold mix - PO 4487		-	No		0000
230-230-53045	Street Maintenance	63.90								
	99332 Total:	63.90								
	WilSan Total:	63.90								
	Report Total:	39,178.06								

City of Veneta

MEMORANDUM

Date: January 8, 2015
To: City Council
From: Kyle Schauer, Public Works Director
Subject: Monthly Significant Activities Report for December 2014

Water

Repaired one service leak.
Investigated four leaks. Three were property owner responsibility.
Rebuilt two water services.
Installed one new meter service.
Monthly water production: Wells-3.288 MG, EWEB-6.670 MG
Total of 9.958 million gallons.
Took nine bacteriological samples. One was positive for Total Coliform. Took required retests and all were negative.
Performed 31 service calls.
Delivered zero Shut Off Notices.
Performed four shut offs for non-payment.
Began annual valve exercising program.
Entire PW crew attended Automatic Meter Reading training.

Wastewater

Took five influent and five effluent samples of treatment plant. No violations.
Monitored Jeans and Pine Street lift pump stations.
Pulled and cleaned level transducer at Pine Street Lift Station.
Replaced broken piping on airlift system for east clarifier at WWTP.
Removed Big Gun Irrigator from field, winterized, and put away for winter.
Removed irrigation lines from Poplar Plantation.
Contractor cut down Poplar Trees.

Street/Storm Drainage

Issued one Right of Way Construction Permit.
Replaced/repared two street signs.
Cleaned and monitored all detention ponds.
Worked with contracted engineer to conduct street assessment survey.
Removed leaves from drainage ways and storm drains.
Removed hazard tree that was leaning towards Brooker Lane.
Removed hazard tree near Natalie Lane on East Hunter Road.
Assisted power utility with road closure due to broken power pole on Perkins Road.
Conducted a street light survey and called in to utilities the list of needed repairs.

Parks & Recreation

Cleaned parks weekly.

Cleaned up litter in Skate Park.

Removed leaves from Parks.

Trimmed up landscaping in Downtown area including LTD Park and Ride.

Removed trash and maintained landscaping on the two islands on Territorial Road.

Other

Completed 13 miscellaneous service orders.

Performed nine utility locates.

Community center use: paying-nine, non-profit-13

Building Permits: one

Certificates of Occupancy: one

Installed Christmas tree for Tree Lighting Ceremony at shopping center.

Assisted with tree Lighting Ceremony.

Assisted with Light Parade.

Collected food donations from schools and Post Office, delivered to Love Project.

Assisted with Love Project food giveaway.

Assisted with the set up and take down of the SANTA Project

City of Veneta
M E M O R A N D U M

Date: February 3, 2015
To: City Council
From: Kyle Schauer, Public Works Director
Subject: Monthly Significant Activities Report for January 2015

Water

Repaired one service leak.
Investigated two leaks. Both were property owner responsibility.
Rebuilt one water service.
Installed one new meter service.
Monthly water production: Wells-3.926 MG, EWEB-6.701 MG
Total of 10.627 million gallons.
Took five bacteriological samples. All were negative.
Performed 49 service calls.
Delivered 54 Shut Off Notices.
Performed two shut offs for non-payment.
Installed water sample station at Bulk Water Station.
Updated Coliform Sampling Plan.

Wastewater

Took five influent and five effluent samples of treatment plant. No violations.
Monitored Jeans and Pine Street lift pump stations.
Began removing irrigation standpipes from poplar plantation.
Replaced valve on Big Gun Irrigator.
Verified airline and other utilities at WWTP to help with design of Air Piping Upgrade project.
Rerouted electrical and removed grease pumps at WWTP.

Street/Storm Drainage

Issued one Right of Way Construction Permit.
Replaced/repared two street signs.
Cleaned and monitored all detention ponds.
Removed two hazard trees from East Broadway that were damaging sidewalks.
Cleaned and inventoried street signs.
Replaced seven stop signs.
Cleaned up Park and Ride areas.
Filled potholes on East Bolton with cold mix.
Cleaned out and maintained landscaping on bio-swale on Brooker Lane.

Parks & Recreation

Cleaned parks weekly.

Cleaned up litter in Skate Park.

Removed leaves from all parks.

Other

Completed 13 miscellaneous service orders.

Performed 15 utility locates.

Community center use: paying-nine, non-profit-9

Building Permits: one

Certificates of Occupancy: one

Repaired outside electrical box that was vandalized at Senior Center.

Justin Mitchell received water training in Halsey.

Reviewed applications for Utility Worker I position.

VENETA CITY COUNCIL

AGENDA ITEM SUMMARY

Title/Topic: PROPOSED WATER RATE INCREASE

Meeting Date: February 9, 2015
Department: Finance

Staff Contact: Shauna Hartz
Email: shartz@ci.veneta.or.us
Telephone Number: 541-935-2191 Ext. 305

ISSUE STATEMENT

The amount and timing of the next water rate increase(s). The resolution being presented at this time is to increase the water base and use fees 2% effective February 1, 2015.

BACKGROUND

Beginning in 2012 City staff, with the assistance of contracted staff of FCS, assessed the City's current financial position in the Water System related funds, developed realistic assumptions, and created a rate model*. The purpose of the rate model was to develop different rate increase scenarios and create future projections based on the scenarios.

Preliminary work indicated the need for an increase of 25%, which was approved, with an effective date of July 1, 2013. The final model and corresponding scenarios were presented to the City Council in December of 2013. The action taken by the City Council was an increase of 3.5% effective January 1, 2014. The expectation, based on the projections, was that increases of 2% would take place each January, for the model period of five (5) years, to maintain a favorable financial position. For the purposes of this discussion "favorable financial position" means that the ending fund balance each year is greater than the target ending balance while maintaining service levels, performing necessary repairs, maintenance, and replacement of existing system components, installing new components, as needed, and keeping the financial impact to current ratepayers at a minimum.

The projections and assumptions (assumptions are listed below) have now been updated to reflect the current financial position and current building activity. In short, the results for the Water Operating Fund, shown on Attachment A, are favorable and the results for the Water System Development Charges Fund, shown on Attachment B, are concerning. The highlights are discussed below after the assumptions.

Assumptions:

1. All the large capital projects have been pushed back to 2022. Most of these will be growth driven which allows time for SDCs to build up and for more residents with which to share the "burden". If growth exceeds expectations, we would need to do some of the projects prior to 2022. If growth is less than expected AND we need to do some of the projects anyway, SDCs might not be adequate, which means rate revenue would need to be used.
2. The number of new dwelling units is being held at the current level of 3 per fiscal year rather than the 16 previously projected.
3. The City is comfortable with spending down the SDC fund balance completely and spending the Water fund balance down to within about \$800,000 of the target fund balance by the end of fiscal year 2020-21. The minimum target balance is equal to 60 days' worth of operating and maintenance costs, \$100,000 contingency, and \$431,156 debt service reserve.
4. The City is comfortable with using the debt service reserve (required by RD) as part of the fund balance calculation.

* The full model can be furnished upon request. Contact Shauna Hartz

5. The City is comfortable with the contribution of money from the Urban Renewal Agency over the next 10 years.
6. The City is comfortable with annual increases of 2% effective each January 1, for the next few years.
7. The City feels as though the estimated percentage increases for operating expenditures are realistic.

Water Operating Fund. The ending fund balance, even with a 2% increase and \$200,000 from the Urban Renewal Agency, is expected to be about \$300,000 lower at the end of fiscal year 2014-15 than it was at the beginning of the year. This reflects the \$375,000 for rehabilitation of the 2.0 million gallon water tank located on E. Broadway. The fiscal year 2015-16 ending fund balance is expected to increase slightly. Then beginning in fiscal year 2016-17 there are projected decrease of 4-8% until at least fiscal year 2021 (end of projection period). The decrease will be driven by the Water fund needing to pay 100% of the debt service payments. This is expanded on in the next paragraph.

Water System Development Charges Fund. As of June 30, 2014 this fund has a balance of \$450,882. Beginning in the current fiscal year the ending fund balance is expected to decrease rapidly and be completely depleted at the end of fiscal year 2015-16. There are two reasons for this decline. 1) The debt service payments for the Water Bond #1 (Pipeline Project) are currently being charged to the fund. 2) The pace of building has decreased substantially. As the fund balance decreases there is not enough money to make the debt service payments which necessitates the expenditure from the Water Fund, as mentioned above.

The first section of Attachment C provides the current residential rates and monthly bill amount for a resident using 5,000 and 10,000 gallons of water. Section 2 reflects what the rates and monthly bill amounts would be with a 2% increase, respectively. Attachment D is a schedule of the rates, covering the period of January, 2011 through January, 2014, for all types of water system customers. The proposed February, 2015 increase is shown in the far right column.

As stated above, the resolution being proposed increases the rates by 2% effective February 1, 2015. By passing this resolution, the Council is not bound to any future increases. Staff will continue to update projections, assumptions, and monitor the water system related revenue, expenses, future needs, and ending fund balances. Staff will also present updated information and propose future increases to the Council as needed.

RELATED CITY POLICIES: Ordinance No. 38 “Water Code”

COUNCIL OPTIONS

1. Approve the resolution as presented.
2. Approve the resolution with suggested changes.
3. Deny the resolution and provide direction to staff.

CITY ADMINISTRATOR’S RECOMMENDATION

Approve the resolution as presented.

SUGGESTED MOTIONS

“I make a motion to approve Resolution No. 1160 as presented.”

“I make a motion to approve Resolution No. 1161 as presented.”

ATTACHMENTS

- A. Water Fund Projections
- B. Water System Development Charges Fund Projections
- C. Residential Rates and Monthly Billing Amount Changes
- D. Schedule of Water Rates for All Users from January, 2011 through Proposed February, 2015

	Actual FY1112	Actual FY1213	Actual FY1314	Est % Change	Water Fund			Est % Change	Projected FY1516	Projected FY1617
					Projected FY1415	Est % Change	Projected FY1516			
Beginning Fund Balances:	1,014,570	1,238,671	1,528,754	22%	1,866,910	-15%	1,583,616	12%	1,777,176	
New Revenue										
Interest Income	5,270	6,990	8,500	0%	8,500	0%	8,500	0%	8,500	8,500
Charge for Services	663,120	740,364	941,715	2%	960,549	2%	979,760	2%	999,355	999,355
Intergovernmental		-	-	0%	200,000	-10%	180,000	-10%	162,000	162,000
All Other	2,907	10,385	12,026	-50%	6,013	0%	6,013	-50%	3,007	3,007
Transfers - In	-	-	195,776	0%	-	0%	-	0%	-	-
Total Resources	1,685,867	1,996,410	2,686,771	13%	3,041,972	-9%	2,757,889	7%	2,950,038	
Operating Expenditures										
Personnel Services	294,282	281,358	308,166	2%	314,329	4%	326,902	2%	333,441	333,441
Materials & Services	129,937	141,793	116,842	475%	671,842	-75%	167,960	2%	171,320	171,320
Water Purchase	-	-	99,621	3%	102,610	3%	105,688	3%	108,859	108,859
Debt Service	17,977	35,897	245,548	0%	141,156	8%	151,743	185%	432,467	432,467
Total Operating Expenditures	442,196	459,048	770,177	60%	1,229,936	-39%	752,293	39%	1,046,085	
Resources less Operating Expenses	1,243,671	1,537,362	1,916,594		1,812,036		2,005,596		1,903,952	
Less Other Expenditures										
Capital Outlay *	-	3,608	44,684	400%	223,420	0%	223,420	0%	223,420	223,420
Transfers - Out	5,000	5,000	5,000	0%	5,000	0%	5,000	0%	5,000	5,000
Ending Fund Balance **	1,238,671	1,528,754	1,866,910	-15%	1,583,616	12%	1,777,176	-6%	1,675,532	
Target Fund Balance: *** (without any revenue offset)	210,549	214,762	723,700		838,640		719,229		792,677	
Amount Over/(Under) Target	1,028,122	1,313,992	1,143,210		744,976		1,057,946		882,855	

* Based on Capital Improvement Plan (CIP) dated 2009, updated March 2012

** Includes \$431,156 required reserves

*** Target: 3 months operating expenses; plus \$100000; no revenue offset; plus \$431,156 RD reserve beginning FY13/14

City of Veneta
History and Projections Through
FY2020-2021

	Est % Change	Projected FY1718	Est % Change	Projected FY1819	Est % Change	Projected FY1920	Est % Change	Projected FY2021
Beginning Fund Balances:								
New Revenue								
Interest Income	0%	8,500	0%	8,500	0%	8,500	0%	8,500
Charge for Services	2%	1,019,343	2%	1,039,729	2%	1,060,524	2%	1,081,735
Intergovernmental	-10%	145,800	-10%	131,220	-10%	118,098	-10%	106,288
All Other	0%	3,007	0%	3,007	0%	3,007	0%	3,007
Transfers - In	0%	-	0%	-	0%	-	0%	-
Total Resources	-3%	2,852,181	-4%	2,732,266	-2%	2,683,220	-2%	2,624,098
Operating Expenditures								
Personnel Services	3%	343,444	3%	353,747	3%	364,359	3%	375,290
Materials & Services	2%	174,746	3%	179,988	3%	185,388	3%	190,950
Water Purchase	3%	112,124	3%	115,488	3%	118,953	3%	122,521
Debt Service	0%	432,467	0%	432,467	0%	432,467	0%	432,467
Total Operating Expenditures	2%	1,062,781	2%	1,081,690	2%	1,101,167	2%	1,121,228
Resources less Operating Expenses								
		1,789,401		1,650,575		1,582,053		1,502,870
Less Other Expenditures								
Capital Outlay *	5%	234,591	-35%	152,484	0%	152,484	0%	152,484
Transfers - Out	0%	5,000	0%	5,000	0%	5,000	0%	5,000
Ending Fund Balance **	-8%	1,549,810	-4%	1,493,091	-5%	1,424,569	-6%	1,345,386
Target Fund Balance: *** (without any revenue offset)		796,851		801,579		806,448		811,463
Amount Over/(Under) Target		752,958		691,513		618,121		533,923

* Based on Capital Improvement Plan (CIP) dated 2009, updated March 2012

** Includes \$431,156 required reserves

*** Target: 3 months operating expenses; plus \$100000; no revenue offset; plus \$431,156 RD reserve beginning FY13/14

City of Veneta
History and Projections Through FY2020-21

Water System Development Charges

	Actual FY1112	Actual FY1213	Actual FY1314	Est % Change	Projected FY1415	Est % Change	Projected FY1516	Est % Change	Projected FY1617	Est % Change	Projected FY1718
Beginning Fund Balance	170,671	241,382	296,554	52%	450,882	-61%	177,873	-100%	-	1040%	104,718
Revenue											
Interest Earned	51,341	65,836	100,604	-98%	2,012	425%	10,563	0%	10,563	0%	10,563
Charge for Services	19,370	40,677	119,561	-85%	17,934	425%	94,155	0%	94,155	0%	94,155
Loan Proceeds	-	-	-	0%	-	0%	-	0%	-	0%	-
Total Revenue	70,711	106,513	220,165	-91%	19,946	425%	104,718	0%	104,718	0%	104,718
Expenditures											
Debt Service	-	-	1	29300000%	293,001	-4%	282,591	-100%	-	-100%	-
Capital Outlay	-	-	-	0%	-	0%	-	0%	-	0%	-
Total Expenditures	-	-	1	0%	293,001	0%	282,591	0%	-	0%	-
Ending Fund Balance	241,382	296,554	450,882	-61%	177,828	-100%	0	23976903%	104,718	100%	209,436

City of Veneta
Utility Rates and Example Monthly Billing Amounts

Section 1:	
Current Water and Sewer Bill:	
Water Base	15.15
Tier One (up to 5,000 gal)	3.30
Tier Two (5,001 to 15,000)	3.93
Tier Three Over 15,000 gal)	4.72
Sewer Base	46.26

Average Bill		Average Bill	
(based on 5,000 gal used)		(based on 10,000 gal used)	
Water Base	15.15	Water Base	15.15
Water Use	16.50	Water Use	36.15
Sewer Base	46.26	Sewer Base	46.26
Total	\$ 77.91	Total	\$ 97.56

Section 2:	
With 2.0% Water Increase 02-01-15	
Water Base	15.45
Tier One (up to 5,000 gal)	3.37
Tier Two (5,001 to 15,000)	4.01
Tier Three Over 15,000 gal)	4.81
Sewer Base	46.26

Average Bill		Average Bill	
(based on 5,000 gal used)		(based on 10,000 gal used)	
Water Base	15.45	Water Base	15.45
Water Use	16.83	Water Use	36.87
Sewer Base	46.26	Sewer Base	46.26
Total	\$ 78.54	Total	\$ 98.59

Results:

For a household using 5,000 gallons/month, the bill would increase by \$.63 per month.

For a household using 10,000 gallons/month, the bill would increase by \$1.03 per month.

City of Veneta
 Schedule of Actual and Proposed Increases
 For Water Rates

Proposed Rate Increase											2%
Proposed Effective Date of Increase											2/1/2015

Actual Rate Increase: Base	3%	3%	3%	0%	3%	6%	25%	3.50%
Actual Rate Increase: Use	3%	3%	3%	0%	3%	6%	25%	3.50%
Resolution #	1041	1055	1072	1077 **	1094	1110	1123	1137
Date Approved	12/20/2010	6/13/2011	12/12/2011	2/27/2012	6/11/2012	12/17/2012	6/10/2013	12/9/2013
Effective Date for New Rates	1/1/2011	7/1/2011	1/1/2012	3/1/2012	7/1/2012	1/1/2013	7/1/2013	1/1/2014

Residential Inside City Limits

Base per Month	10.12	10.42	10.73	10.73	11.05	11.71	14.64	15.15	15.45
Tier 1 (up to 5,000 gallons)	2.20	2.27	2.34	2.34	2.41	2.55	3.19	3.30	3.37
Tier 2 (5,001 to 15,000 gallons)	2.62	2.70	2.78	2.78	2.86	3.03	3.79	3.93	4.01
Tier 3 (over 15,000 gallons)	3.15	3.24	3.34	3.34	3.44	3.65	4.56	4.72	4.81

Residential Outside City Limits

Base per Month	10.12	10.42	10.73	10.73	11.05	11.71	14.64	15.15	15.45
Residential Use: (inside City)	3.20	3.30	3.40	3.40	3.50	3.71	4.64	4.80	4.90
Tier 1 (up to 5,000 gallons)	3.80	3.91	4.03	4.03	4.15	4.40	5.50	5.69	5.80
Tier 2 (5,001 to 15,000 gallons)	4.57	4.71	4.85	4.85	5.00	5.30	6.62	6.85	6.99

Commercial Users

Base	19.12	19.69	20.28	20.28	20.89	22.14	27.67	28.64	29.21
Commercial Use:	2.25	2.32	2.39	2.39	2.46	2.61	3.26	3.37	3.44
Tier 1 (up to 10,000 gallons)	2.82	2.90	2.99	2.99	3.08	3.27	4.09	4.23	4.31
Tier 2 (10,001 to 20,000 gallons)	3.38	3.48	3.58	3.58	3.69	3.91	4.89	5.06	5.16

Bulk Users

Base	10.12	10.42	10.73	10.73	11.05	11.71	14.64	15.15	15.45
Bulk Use:	3.20	3.30	3.40	3.40	3.50	3.71	4.64	4.80	4.90
Tier 1 (up to 5,000 gallons)	3.80	3.91	4.03	4.03	4.15	4.40	5.50	5.69	5.80
Tier 2 (5,001 to 15,000 gallons)	4.57	4.71	4.85	4.85	5.00	5.30	6.62	6.85	6.99

** Resolution #1077 did not change any user rates. It only added language to allow City facilities to be billed at

CITY OF VENETA

RESOLUTION NO. 1160

**A RESOLUTION ESTABLISHING WATER FEES AND RATES
FOR USERS OF THE VENETA MUNICIPAL WATER SYSTEM
AND REPEALING RESOLUTION NO. 1137**

WHEREAS, Veneta Municipal Code Title13, water, authorizes the establishment of water rates by resolution and also provides for the control of cross-connections within the City water system; and

WHEREAS, the City contracted with FCS to conduct a Water Rate Analysis; and

WHEREAS, in March and May of 2013 the City Council was presented with the preliminary results of the analysis in the form of several scenarios, each with different assumptions and variables, for calculating water rates and fees pertaining to water use; and

WHEREAS, the City Council passed Resolution No.1137 adjusting the water rates to reflect the final Water Rate Analysis recommendations effective January 1, 2014; and,

WHEREAS, the City Council understood that the final Water Rate Analysis forecasted the need for annual rate increases of two percent (2%) for up to five (5) years: and,

WHEREAS, the City has updated the analysis with fiscal year 2013-14 results and has confirmed that an increase of two percent (2%) effective February 1, 2015 is still warranted to position itself financially to be able to meet the debt service obligations, keep pace with the costs of providing water connections and services, and to take care of larger maintenance and repairs as they are needed; and,

WHEREAS, the City Council has provided an opportunity for public comment as required by ORS 294.160;

NOW, THEREFORE, BE IT RESOLVED by the Veneta City Council that:

SECTION 1 Water Service Connection.

The following fees shall be paid prior to any connection to the Veneta Municipal Water System:

1. Single Water Meters Installation/Connections

3/4" Meter	\$ 800.00
1" Meter	\$ 900.00
1-1/2" Meter	Cost plus 20%
2" Meter	Cost plus 20%

2-1/2" Meter	\$1,250.00 (or cost plus 20%, whichever is greater)
Meters 3" and larger	Cost plus 20%
Fire Sprinkler Meters	Cost plus 20% (all sizes)

2. Multiple Dwelling Units Installation/Connections

Connection charges for multiple family dwellings shall be \$800.00 per dwelling unit when individual meters are installed for each dwelling unit.

Connection charges for multiple family dwellings shall be \$200.00 per dwelling unit when a single master meter is used for all dwelling units.

3. Future Assessment Policy

If a parcel of property is presently being served by water, but has not been assessed for the cost of the installation of the water line which is installed to City standards, the payment of the connection fee does not waive the City's right to assess the benefited property for the cost of installing a water line in the future.

SECTION 2 Water Service Rates.

It is the users' and/or property owners' responsibility to notify the City when there is any change in status (i.e. active to non-active), change of user and/or property owner(s).

The following water rates shall be paid by all users of the Veneta Municipal Water System:

1. Water Base Charge

(a) Residences, Churches and all other non-commercial users shall be billed a water base charge of **\$15.45** per unit per month. This per unit charge will apply to all "active" accounts whether or not usage is charged.

(b) Commercial and Industrial users shall be billed a water base charge of **\$29.21** per unit per month. This per unit charge will apply to all "active" accounts whether or not usage is charged.

(c) There will be no monthly base charge for Fire Sprinkler Systems unless water usage has occurred during the month.

(d) There will be no base charge for Irrigation Systems or other water systems not connected to City sewer unless water usage has occurred during the month.

(e) All water base charges outlined in 1.(a)(b)(c)(d) will be for the month being billed (i.e., September 30 billing covers the period September 1 through September 30). Base charges will be pro-rated for partial months, when the City is notified of a change in user and/or owner(s).

2. Water Use Fees

(a) All Residential and other non-commercial users, except in (c) - (e) below, shall pay **\$3.37** per full 1,000 gallons of water used each month up to 5,000 gallons, **\$4.01** per full 1,000 gallons of water used over 5,000 gallons up to 15,000 gallons, and then **\$4.81** per full 1,000 gallons of water used over 15,000 gallons.

(b) All Commercial users shall pay **\$3.44** per full 1,000 gallons of water used each month up to 10,000 gallons, **\$4.31** per full 1,000 gallons of water used over 10,000 and up to 20,000 gallons, and then **\$5.16** per full 1,000 gallons of water used over 20,000 gallons.

(c) Water rates to non-commercial users outside Veneta City limits shall be **\$4.90** per full 1,000 gallons of water used each month up to 5,000 gallons, **\$5.80** per full 1,000 gallons of water used over 5,000 gallons and up to 15,000 gallons, then **\$6.99** per full 1,000 gallons of water used over 15,000 gallons, plus a **\$15.45** water base charge.

(d) Water use rates for the City's governmental facilities including, but not limited to the swimming pool, parks, and streetscapes shall be **\$3.44** per full 1,000 gallons of water purchased.

SECTION 3 Deposits.

1. Deposit Required: At the time of sign-up for monthly water service, a \$20.00 deposit will be required for all non-commercial units and a \$30.00 deposit will be required for all commercial and industrial units.

2. Refund of Deposit:

(a) Upon cancellation of the water service, for a particular user, the water deposit shall be applied to that user's water account. Any deposit amount remaining will then be refunded to the user or payer.

(b) After two years any user or payer may apply in writing to the City for a refund of the deposit. The billing clerk may refund the deposit subject to the provisions of Veneta Municipal Code Title 3.

SECTION 4 Miscellaneous Fees.

- 1. Testing water meter at user's request.....\$ 25.00
- 2. Service Restoration following shut-off for non-payment.....\$ 40.00
- 3. Penalty for turn-on without authority: 1st Offense.....\$ 40.00
2nd Offense.....\$ 80.00
- 4. Removal or replacement of meter at user's request.....\$ 50.00
- 5. Moving or altering a meter..... Cost plus 20%
- 6. Repair of damage to water meter or City lines.....Cost plus 20%
- 7. Penalty for payments made 30 days after due date (per month).\$ 5.00
- 8. Door hanger charge.....\$ 15.00
- 9. City shut-off when the cross-connection is in non-compliance
(to property owner)\$ 40.00
- 10. Returned check fee.....\$ 25.00

SECTION 5 Notice of Pending Water Shut-Off.

Notice of pending water shut-off shall be mailed to users, property owners and/or property managers when a water account is delinquent and the balance of the account exceeds \$10.00.

SECTION 6 Definitions.

1. **Residential Dwelling Unit:** A building (stick-built or prefabricated) or section of a building providing complete independent living facilities, designed for occupancy by one family and including permanent provisions for living, sleeping, eating, cooking and sanitation.
2. **Commercial and Industrial Units:** A structure or section of a structure providing separate occupancy and/or designed for occupancy by one business or non-residential tenant.
3. **Active Accounts:** A water account on which the City has not been notified that the water service is to be turned off.
4. **Service Month:** For billing purposes the monthly water base fee covers the period beginning with the first (1st) day of the month and ending with the last day of the month. The fee is prorated for partial months.

SECTION 7 Review.

The City Budget Committee and City Council may review the water fees, rates, revenues and water system operation and maintenance expenditures annually during the budget process.

SECTION 8 Effective Date and Repealing Clause.

This resolution shall take effect with the utility bills for the period beginning February 1, 2015. Resolution No. 1137 is repealed upon the effective date of this resolution.

PASSED AND ADOPTED by the Veneta City Council this _____ day of _____, 2015.

XXXXXXXXXXXXXXXXXXXXX

Sandra Larson, Mayor

ATTEST:

XXXXXXXXXXXXXXXXXXXXX

Darci Henneman, Assistant City Recorder

CITY OF VENETA

RESOLUTION NO. 1161

A RESOLUTION ESTABLISHING BULK WATER FEES, RATES, POLICIES AND PROCEDURES AND REPEALING RESOLUTION NO. 1157

WHEREAS, the City of Veneta provides water to different types of “users” or customers; and

WHEREAS, the customers whom purchase large quantities of water using their own transportation are known as “Bulk Water” customers; and

WHEREAS, the rates and fees for bulk water customers has been included in the resolution setting rates and fees for all other types of customers; and

WHEREAS, the City has purchased and installed a Bulk Water Station; and

WHEREAS, the majority of the City’s bulk water customers will use the new station to obtain their water; and

WHEREAS, the use of this station requires a different rate structure; and

WHEREAS, there is a need to establish new fees, policies, and procedures; and

WHEREAS, rates and procedures are also needed for bulk water customers purchasing water in large quantities at other City facilities; and

WHEREAS, the City Council has provided an opportunity for public comment as required by ORS 294.160;

NOW, THEREFORE, BE IT RESOLVED by the Veneta City Council that:

SECTION 1 Bulk Water Options. Customers interested in purchasing large quantities of water (Bulk Water) from the City of Veneta shall be given two options for such purchases and are solely responsible for transporting the water purchased. The options for purchasing water are: 1) Using the City’s Bulk Water Station and 2) Using Other City Facilities, typically, a metered hydrant.

The City is providing these options to offer bulk water customers flexibility and convenience without causing an unreasonable financial burden. Customers may use either option, or both, concurrently or separately. The rates, fees, policies and procedures for both options are included in Sections 2 through Section 6 of this resolution.

SECTION 2 Initial Set Up. All bulk water customers shall complete and sign a Bulk Water Application/Agreement prior to purchasing water from the City.

In addition, all bulk water customers shall pay to the City as follows:

(a) Customers Using the Bulk Water Station. Bulk water customers using the Bulk Water Station shall pay a twenty-five dollar (\$25.00) one-time administrative set up fee.

Customers using the Bulk Water Station shall pay an additional unlimited amount for purchasing water. Customer shall receive from the City a prepaid card in the amount paid for purchasing water.

(b) Customers Using Other City Facilities. Bulk water customers using other City facilities shall pay a twenty-five dollar (\$25.00) one-time meter set-up fee.

SECTION 3 Bulk Water Purchase Rates.

(a) Bulk Water Station. The rate for purchasing water at the bulk water station shall be eleven dollars (\$11.00) per thousand (1,000) gallons of water.

(b) Other City Facilities. The rate for purchasing water shall be a **\$15.45** base fee per month plus a usage fee of:

\$4.90 per full 1,000 gallons of water purchased up to 5,000 gallons,

\$5.80 per full 1,000 gallons of water purchased over 5,000 gallons up to 15,000 gallons, and

\$6.99 per full 1,000 gallons of water purchased over 15,000 gallons.

SECTION 4 Refilling Prepaid Bulk Water Card. Prepaid bulk water cards shall be refilled as needed. Refilling of the bulk water card shall only be available at the Veneta Administrative Center, 88184 8th Street, Veneta, Oregon during the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday (excluding recognized holidays).

A refilling surcharge of two percent (2%) of the refill amount shall be charged and paid at the time of refilling.

SECTION 5 Purchasing Water.

(a) Bulk Water Station. The station is located on Cornerstone Drive, Veneta, Oregon. Access to the bulk water station shall be unlimited as to time of day and day of the week. On occasion the access to the station may be limited by the City for repairs, maintenance, or other City needs.

Users shall purchase water using their prepaid card as directed. The amount deducted from the card shall be the number of gallons at the rate stated in Section 3 (a) above.

(b) Other City Facilities. Purchasing water from the City using other facilities must be pre-arranged with the Public Works Director, Public Works Superintendent, or other designee. Access to metered hydrants (or other facilities) may be limited to 7:00 a.m. to 3:30 p.m. Monday through Friday.

Users shall record the number of gallons purchased as instructed and pay the City for the water as billed. Failure to pay on a timely basis may cause the City to forbid future purchases of water.

SECTION 6 Disclaimers. The City shall not refund or reimburse for unused, lost, damaged or stolen cards. A fifteen dollar (\$15.00) fee shall apply for replacement cards.

The City shall not be responsible for unauthorized use of a prepaid card or for unauthorized use of other City facilities on the customers behalf.

Customers purchasing water from the City will be held financially responsible for any damage, alterations, or disturbances resulting from their use of City owned property and/or equipment.

Customers purchasing water from the City shall comply with all City of Veneta regulations governing the operation or use of City water facilities.

On occasion it may be necessary for the City to impose restrictions on the amount of water purchased in bulk. The City shall provide direction in these incidences; however, the City shall not be responsible for any damages, income replacement, or disturbances caused by water purchase quantity restrictions.

SECTION 7 Effective Date. This Resolution shall take effect with Bulk Water purchases beginning on March 1, 2015.

PASSED AND ADOPTED by the Veneta City Council this _____ day of _____, 2015.

XXXXXXXXXXXXXXXXXXXXX

Sandra H. Larson, Mayor

ATTEST:

XXXXXXXXXXXXXXXXXXXXX

Darci Henneman, Assistant City Recorder

RESOLUTION NO. 1162

A RESOLUTION ACCEPTING SPECIFIC PURPOSE GRANTS AND UNFORESEEN CONTRIBUTION AND APPROPRIATING EXPENDITURES

WHEREAS, the council adopted the fiscal year 2014-15 budget on June 9, 2014; and

WHEREAS, the City received an unforeseen request for fiber optic facilities to the Veneta Business Park after the budget was adopted; and

WHEREAS, granting the request could provide local employment and an economic boost to the community; and

WHEREAS, the request was feasible given the proximity of previously installed fiber optic facilities; and

WHEREAS, the City set out to obtain funding to cover the cost of installation; and

WHEREAS, the City of Veneta has now been awarded a grant from the Regional Fiber Consortium of \$20,000 for the specific purpose of installing the fiber optic facilities to the Veneta Business Park; and

WHEREAS, the City of Veneta has also been awarded a grant from Lane County of \$5,000 for the specific purpose of installing the fiber optic facilities to the Veneta Business Park; and

WHEREAS, the City of Veneta also secured a \$6,500 contribution, from Lane County, for the same installation project; and

WHEREAS, in this situation, Oregon Budget Law allows expenditures in the year of receipt/award of specific purpose grants and requests for facilities for which the cost will be paid by another entity, by resolution, rather than by Supplemental Budget (ORS294.338);

NOW, THEREFORE, BE IT RESOLVED by the Veneta City Council that:

SECTION 1 Acceptance of Grant Terms. The terms of the \$20,000 grant award from the Regional Fiber Consortium and the \$5,000 grant award from Lane County, as resources, for the fiber optic installation project are accepted.

SECTION 2 Acceptance of Contribution Terms. The terms of the \$6,500 contribution from Lane County, as an additional resource, are accepted.

SECTION 3 Project Timing. The work on this project shall begin in the same fiscal year as the grant was awarded (2014-2015);

SECTION 4 Appropriating Expenditures. The appropriations are to be increased in the General Fund for expenditure of said grants and contribution monies, as follows, for the specific purpose as outlined above:

- under the function of Capital Outlay \$31,500.00

SECTION 5 Future Budgets. In the 2015-2016 budget process any amounts of said specific purpose grants and contribution not spent in the 2014-2015 fiscal year will be included as a resource and an appropriation.

PASSED AND ADOPTED by the Veneta City Council this _____ day of _____, 2015.

XXXXXXXXXXXXXXXXXXXXX

Sandra Larson, Mayor

ATTEST:

XXXXXXXXXXXXXXXXXXXXX

Darci Henneman, Assistant City Recorder

VENETA CITY COUNCIL AGENDA ITEM SUMMARY

Title/Topic: E. Bolton Rd. Sewer Improvement Project – Initiation of Proceedings for a Local Improvement District

Meeting Date: February 9, 2015
Department: Community Development

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

ISSUE STATEMENT

If City Council wishes to proceed with the formation of a Local Improvement District (LID) for the E. Bolton Rd. Sewer Improvement Project, the first step is to direct the City Engineer to prepare a report.

BACKGROUND

At the January 12, 2015 meeting it was Council consensus to explore the formation of an LID with the following components:

1. Revise project Boundary to remove Earnest Acres Subdivision and tax lot 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. Staff to hold neighborhood meeting with affected property owners by February 9, 2015.

Staff held an Open House on January 28th from 4:30 PM – 6:30 PM. Staff sent out invitations to all property owners and talked with five property owners who did not receive an invitation due to mailing/address error. At the Open House, staff set up information “stations” where property owners met one-on-one with staff to discuss the project, proposed LID modifications, LID process, construction and connection issues, and assessment and financing opportunities. The open house was attended by eleven property owners, which represented a total of five individual properties within the proposed LID boundary.

As a result of the meeting several issues and opportunities emerged. Staff confirmed two properties within the LID boundary are hooked up to City sewer. It is recommended these properties be removed from the proposed LID boundary. These properties are TL 2900 and TL 3000 on the attached map. Removing these properties from the LID boundary will cause the City’s contribution to the project to increase.

Discussions with property owners indicate the number of potential services assigned to each lot in the 2009 Engineers Report may need to be amended in the 2015 Engineer’s Report due to changes in conditions, for example, implementation of the Greenway Overlay (GW) could constrain development for TL 3400.

Property owners connected to the existing sewer line near Applegate Court may be interested in hooking up to the new sewer line to eliminate the need for the use of their sewer pump, as expressed by one

property owner. If these properties are not part of the LID Boundary there may be an opportunity to allow these property owners to contribute to the project. Staff and the City Engineer would explore this option further during the development of the report.

Local Improvement District formation is regulated by the City’s Municipal Code (VMC), Chapter 3.10 – Public Improvements and Special Assessments. The first step in the formation of an LID is for Council to direct the City Engineer to prepare a report. VMC, 3.10.020 states such report shall contain the following:

- 1) A map or plat showing the general nature, location and extent of the proposed improvement and the land to be assessed for the payment of any part of the cost thereof;
- 2) Estimates of the work to be done; provided, however, that where the proposed project is to be carried out in cooperation with any other governmental agency, the engineer may adopt the plans, specifications or estimates of such agency;
- 3) An estimate of the probable cost of the improvement including any legal, administrative and engineering costs attributable thereto;
- 4) An estimate of the unit cost of the improvement to the specially benefited properties;
- 5) A recommendation as to the method of assessment to be used to arrive at a fair apportionment of the whole or any portion of the cost of the improvement to the properties specially benefited;
- 6) The description (which description may be by county tax lot numbers only) and assessed value of each lot, parcel of land, or portion thereof, to be specially benefited by the improvement with the names of the record owners thereof and, when readily available, the names of the contract purchasers thereof;
- 7) A statement of outstanding assessments against property to be assessed.

The City Council does not officially create the Local Improvement District until they approve the report and pass a Resolution that designates the improvement and declares intention to make the improvement. Staff anticipates the Engineer’s Report will be ready for Council action on February 23rd or March 9th.

RELATED CITY POLICIES

Veneta Municipal Code Chapter 3.10 regulates the formation of an improvement district. The City Council has passed several previous Ordinances for the formation and assessment of properties for an LID.

COUNCIL OPTIONS

1. Make a motion to direct the City Engineer to prepare a report for the E Bolton Rd sewer improvement LID in accordance with Veneta Municipal Code Chapter 3.10.
2. Do not direct Engineer to make a report in order to discuss project further.

CITY ADMINISTRATOR’S RECOMMENDATION

Make a motion to direct the City Engineer to prepare a report for the for the E Bolton Rd sewer improvement LID.

SUGGESTED MOTION

“I make a motion to direct the City Engineer to prepare a report for the E Bolton Rd sewer improvement LID in accordance with Veneta Municipal Code Chapter 3.10.020 and with the modified project boundary as shown in the attached Map.

ATTACHMENTS

1. Copy of Open House Invitation
2. E Bolton Rd LID Project Boundary Map (revised)

DATE: January 16, 2015

TO: E. Bolton Road Property Owners

SUBJECT: **OPEN HOUSE**
Formation of E. Bolton Road Sanitary Sewer Local Improvement District (LID)

Dear Property Owner:

The Veneta City Council has directed staff to hold an Open House for property owners that will be benefited by a proposed Local Improvement District (LID) to construct a sanitary sewer line in E. Bolton Road from east of Applegate Court to Pine Street.

WHERE: Veneta Administrative Building
88184 Eighth Street
Veneta, Oregon

WHEN: Wednesday, January 28, 2015 from 4:30-6:30 p.m.

CONTACT: Kay Bork, Community Development Director (541) 935-2191
or kbork@ci.veneta.or.us

The purpose of the Open House is to provide affected property owners with information about the project and to answer questions. You are receiving this invitation because your property is within the proposed LID. Enclosed are the proposed project boundary, project description, and an information sheet that answers some frequently asked questions about a Local Improvement District.

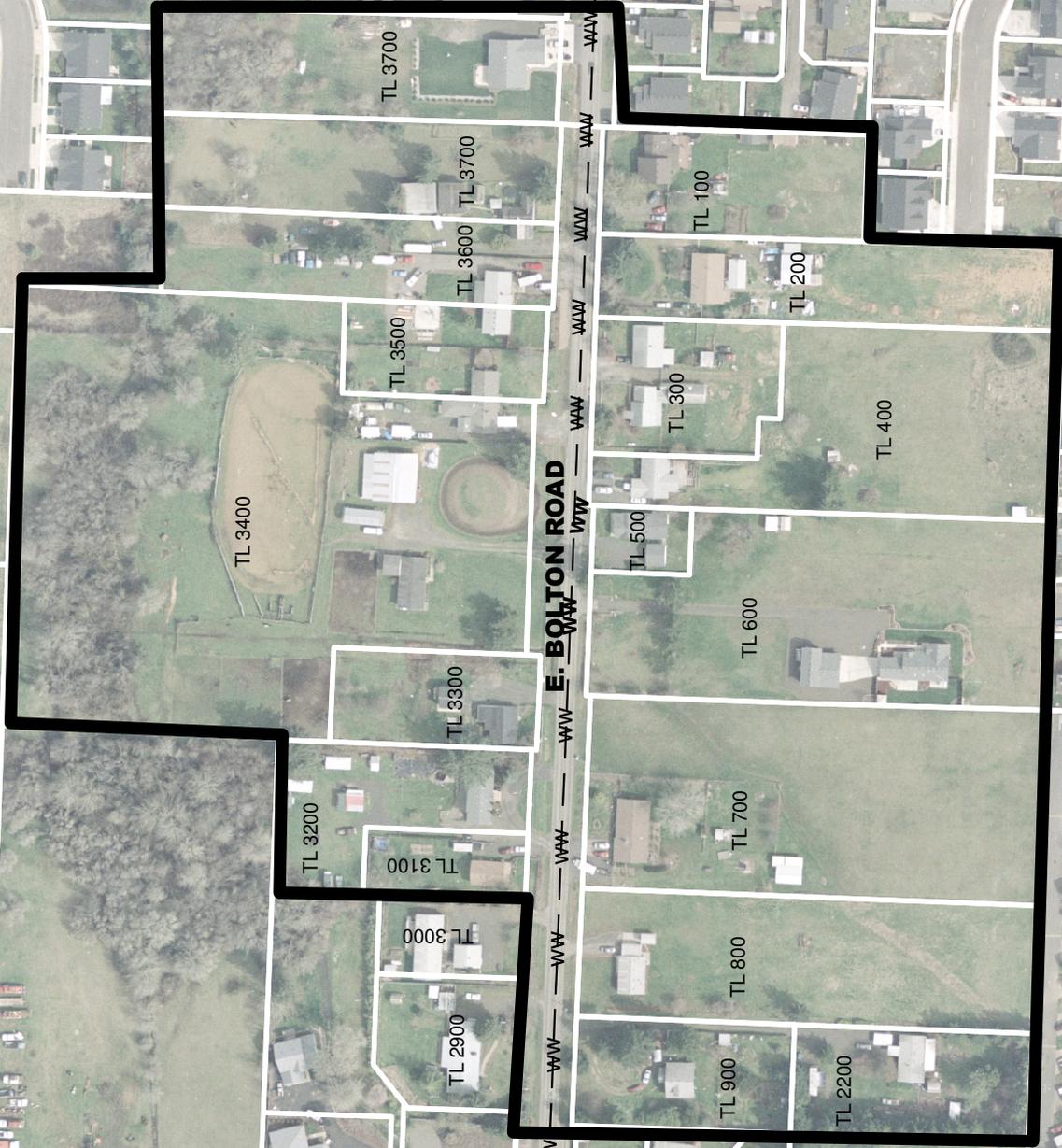
The City presented an open house to property owners in 2009 to discuss the E. Bolton Rd LID project. The Open House will be your first opportunity to hear more about the proposed project changes and how you may be affected. The proposed 2015 LID project includes the following modifications to the 2009 LID project:

- In 2009 the project was estimated to cost \$213,900.00. The recent cost estimate has increased to \$350,000.00 Assessments to property owners will remain at the 2009 dollar amounts and the City will fund the remainder of the project. The 2009 Engineer's Report estimated \$3,506.67 per potential number of sewer service connections be assessed to each property owner.
- The City Council will extend the required 1 year hook up to 10 years.
- The 2015 project boundary will exclude nine properties within the previous project area already connected to city sewer.

At the February 9, 2015 Council meeting, the Veneta City Council may direct the City Engineer to prepare a report for the LID project. Next, the Veneta City Council is scheduled to hold a public hearing on the LID in late March or early April, 2015. Prior to the public hearing you will receive a Notice of Public Hearing. It is important that you keep us advised of any changes in your mailing address.

If you cannot make the open house, please contact Kay Bork at the City of Veneta at 541-935-2191 for information or to set up an appointment to answer any of your questions.

Proposed E Bolton Rd LID Boundary



VENETA CITY COUNCIL AGENDA ITEM SUMMARY

Title/Topic: Architectural Services Contract Approval

Meeting Date: February 9, 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 Council approve the Architectural Services Contract with Dustrud Architecture to provide architectural services for the City.

BACKGROUND

In November, the Urban Renewal Agency gave their support for the expenditure of Urban Renewal Funds budgeted in the Redevelopment Toolkit line item for façade improvements at the recently approved West Lane Fitness Center locating in the Moose Lodge building. In order to ensure quality design, URA also approved staff pursuing services of an architect to review the façade improvement plans. \$25,500 has been budgeted in Urban Renewal under the Re-Development Toolkit line item and an additional \$5,000 has been budgeted in professional services which can be used to secure a professional architect.

The Urban Renewal Agency agreed to contribute up to 40% of façade improvement costs with the intent of spending no more than \$10,000 and as a stipulation for granting the funds, the City (Architect) will review plans with West Lane Fitness to ensure they meet the design standards as much as practicable and ensure quality design.

Staff posted a Request for Qualifications and Statement of Interest on the American Institute of Architects SW Oregon web site on November 13, 2014 with a January 9, 2015 deadline. Proposals were submitted from Pivot Architecture and Dustrud Architecture. City staff selected Dustrud Architecture based on qualifications, small size of firm, and cost of services. Since this is a pilot project with the City, staff is proposing a one year contract with the option to renew. Once a contract has been signed, the City will proceed with façade project and enter into an agreement with West Lane Fitness.

RELATED CITY POLICIES

Oregon Contracting Rules allow direct appointment of a chosen Architect since the estimated fee to be paid under the contract is less than \$100,000, but chose instead to conduct an informal procurement.

Adopted Veneta Downtown Master Plan and Next Step Strategies.

Strategy 4.1: Improving the appearance of existing properties will help sell the rest of downtown.

Action: Work with existing property and business owners to improve their facades - - using local incentives to assist.

Strategy 3.1: Time street and streetscape improvements to development projects.

Action: Coordinate improvements to Broadway, side streets, and Waldo with private redevelopment projects.

CITY COUNCIL OPTIONS

1. Approve Architectural Services contract.
2. Do not approve architectural Services contract.
3. Do not approve architectural service contact and direct staff to solicit another request for qualifications for architectural services.

CITY ADMINISTRATOR’S RECOMMENDATION

Approve the Architectural Services contract with Dustrud Architecture.

SUGGESTED MOTION

“I make a motion to approve the Architectural Services contract with Dustrud Architecture.”

ATTACHMENTS

- A. Architectural Services Contract (reviewed by legal counsel)

CITY OF VENETA CITY ARCHITECTURAL SERVICES CONTRACT

This Contract is by and between the City of Veneta (“City”) and Dustrud Architecture (“Architect”) for the performance of general city architectural services for City, on an as needed basis.

A. RECITALS

City is in need of retaining the services of a qualified architect to review designs, prepare architectural drawings and prepare financial analyses of façade projects, and for minor remodels to City Hall and other City owned buildings, as needed.

Although the fees for these architect of record services will not exceed \$100,000 for the term of this Contract, the City chose to issue an informal Request for Qualifications from local services providers. On January 28, 2015, the City awarded this contract to Dustrud Architecture, based upon its proposal dated January 9, 2015.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Oregon Personal Services Public Contracting Code Requirements
- Exhibit C – City’s Request for Architectural Services
- Exhibit D – Architect’s Proposal and Schedule of Rates and Charges

C. CONTRACT

1. Term

This Contract shall be for a one-year term beginning February 9, 2015, and ending on February 9, 2016. Thereafter, this Contract may be renewed for one additional one (1) year terms upon the written consent of both parties. Such renewal(s) may consider adjustments to Architect’s schedule of charges attached within Exhibit D to this Agreement.

2. Scope of Work

Architect shall provide all services and deliver all materials as specified in the attached Exhibits A, C and D, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.

3. Compensation

- 3.1 Compensation. For the services described and performed by Architect, the City agrees to pay, and the Architect agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit D.
- 3.2 Invoices. Invoices for services of Architect shall be billed to the City in summary form, itemized by projects and/or work tasks, on or about the _____ day of each month for all services performed through the last day of the previous month. Reimbursable expenses shall be itemized and backup invoices provided if required by City.
- 3.3 Payments.

- a. City will review Architect's invoice and within ten (10) days of receipt notify Architect in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Architect for services and expenses within thirty (30) days of the date on Architect's invoice, late fees will be added to amounts due Architect at the rate of 1.0 percent per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Architect may, after giving seven (7) days written notice to City, suspend services under this Contract until Architect has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

3.4 Maximum Amount Payable. The maximum amount payable to the Architect under this Contract is \$100,000.

4. Contractor Is an Independent Contractor

Architect shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Architect's completed work, City cannot and will not control the means and manner of Architect's performance. Architect is responsible for determining the appropriate means and manner of performing work. Architect is responsible for all federal and state taxes applicable to compensation and payment paid to Architect under the Contract and will not have any amounts withheld by City to cover Architect's tax obligations. Architect is not eligible for any City fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City: Kay Bork
 Community Development Director
 City of Veneta
 88184 8th Street
 P.O. Box 458
 Veneta, OR 97487
 Phone: (541) 935-2191
 Fax: (541) 935-2121
kbork@ci.veneta.or.us

Architect: Paul Dustrud
 President
 Dustrud Architecture
 1699 Pearl Street
 Eugene, Oregon 97401
 Phone: (541) 338-8544

6. Indemnification

Architect shall indemnify, hold harmless, and defend City and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Architect's negligent performance and/or fault of Architect, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Architect, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Architect shall defend City from claims covered under this section at Architect's sole cost and expense until such time (1) as an arbitration panel or a court of competent jurisdiction determines that City is liable in whole or in part for the loss or claim caused by City's negligence or (2) until City and Architect mutually agree to allocate the liability.

7. Insurance Requirements

7.1 During the term of this Contract, Architect shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Comprehensive general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

\$2,000,000 – each occurrence (bodily injury)
\$2,000,000 – general aggregate
\$1,000,000 – property damage, contractual, etc.
\$2,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- c. Errors and Omissions insurance covering Architect's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of six (6) years after final completion.
- d. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

7.3 Policies shall provide that City, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.

7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own.

- 7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.
- 7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon.
- 7.7 Architect shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Architect shall furnish City with executed copies of such policies of insurance. Architect shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 Architect, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Architect warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Architect shall indemnify City for any liability incurred by City as a result of Architect's breach of the warranty under this paragraph.

9. Hours of Employment

Architect shall comply with all applicable state and federal laws regarding employment.

10. Assignment

Architect may not assign any of its responsibilities under this Contract without City's prior written consent, which consent may be withheld in City's sole discretion. Architect may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent, which consent shall not be unreasonably withheld. Architect's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Architect shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Architect shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

12. Ownership of Work and Documents

All work performed by Architect and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Architect, and it is agreed by the parties that such documents are works made for hire. Architect hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any materials furnished to City

by Architect, without Architect's involvement or consent, then Architect shall not be responsible for the materials.

13. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Architect. Upon termination under this paragraph, Architect shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Architect. Pursuant to this paragraph, Architect shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Architect. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Architect can show good cause beyond its control for the delay.

14. Termination for Cause

City may terminate this Contract effective upon delivery of written notice to Architect, or at such later date as may be established by City, under any of the following conditions:

- 14.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 14.3 If any license or certificate required by law or regulation to be held by Architect to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

Either City or Architect may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Architect fails to perform in the manner called for in this Contract or if Architect fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Architect setting forth the manner in which Architect is in default. Architect shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 16.1 If terminated under paragraph 15 by City due to a breach by Architect, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Architect shall pay to City the amount of the reasonable excess.

- 16.2 In addition to the above remedies for a breach by Architect, City also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If City breaches this Contract, Architect's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Architect is entitled.
- 16.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Architect shall immediately cease all activities related to the services and work under this Contract. As directed by City, Architect shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

17. Nondiscrimination

During the term of this Contract, Architect shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Architect that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. ARCHITECT BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

19. Compliance with Laws and Regulations

Architect shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Architect expressly agrees to comply with: (i) ORS 659.425; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Architect's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Architect, its subconsultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Architect shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources

By execution of this Contract, the Architect agrees that:

Architect is an experienced architectural firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.

Architect has the capabilities and resources necessary to perform the obligations of this Contract.

Architect is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Architect shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

21. Drawings, Specifications and Other Documents

Architect hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

22. Errors and Omissions

Architect shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Architect shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Architect or its subconsultants. Architect further agrees to assist City in resolving problems relating to any project designs or specified materials.

23. Contract Performance

Architect shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Architect shall not be liable for delays that are beyond Architect's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Architect's warranties or a default or defect in performance by Architect that has not been cured. Architect agrees that time is of the essence under this Contract.

24. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Architect's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Architect shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Architect shall provide full access to these records to City, and its duly authorized representatives in preparation for and during litigation.

25. Representations and Warranties

Architect represents and warrants to City that: (1) Architect has the power and authority to enter into and perform this Contract; (2) when executed and delivered, this Contract shall be a valid and binding obligation of Architect enforceable in accordance with its terms; (3) Architect shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent; and (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

26. City Obligations

- 26.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks. With regard to subcontractor liens, City shall furnish to Architect, within fifteen (15) days after receipt of a written request, information necessary and relevant for Architect to evaluate, give notice of, or enforce lien.
- 26.2 City shall establish and update, if necessary, overall project budgets, including Architecture and construction costs.
- 26.3 City shall furnish the services of consultants, including geotechnical architects, when such services are requested by Architect, reasonably required by the scope of a project, and agreed to by City.
- 26.4 City shall furnish all testing as required by law or the contract documents.
- 26.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Architect has performed requisite project management and oversight duties.
- 26.6 City shall provide prompt written notice to Architect if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Architect's design or performance under the contract.
- 26.7 City shall pay Architect in accordance with paragraph 3 and Exhibit C of this Contract, upon receipt of Architect's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.
- 26.8 City shall report the total amount of all payments to Architect, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 26.9 City shall guarantee access to, and make all provisions for Architect to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.
- 26.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of Architect to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Agreement price or Agreement time.

27. Arbitration

All claims, disputes, and other matters in question between the City and Architect arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lane County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

A claim by Architect arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Council at the Council's next regularly

scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Architect may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Council's decision being binding upon the City and Architect.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Architect to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

28. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Architect agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

29. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

30. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Architect shall not be liable for any consequential damages under this Contract.

31. Foreign Contractor

If Architect is not domiciled in or registered to do business in the state of Oregon, Architect shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Architect shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

32. Confidentiality

Architect shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Architect from establishing a claim or defense in an adjudicatory proceeding. Architect shall require similar agreements from City's and/or Architect's subconsultants to maintain the confidentiality of information of City.

33. Force Majeure

Architect shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

34. Waivers

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Architect of the same or any other provision. City's consent to or approval of any act by Architect requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Architect, whether or not similar to the act so consented to or approved.

35. Severability

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

36. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

37. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

38. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

39. Certificate of Compliance with Oregon Tax Laws

By executing this Contract, Architect certifies under penalty of perjury that Architect is, to the best of Architect's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

CITY OF VENETA

DUSTRUD ARCHITECTURE

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

By: _____
Authorized Signature
Title: _____
Date: _____

F:\1Clients\MuniVeneta, City\PLANNING\Architectural Services Contract 2015\AGT - Architectural Services Contract (020315) CHCKad.docx

Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF ARCHITECT

- A. Services shall be provided pursuant to City work task requests or as otherwise requested by City in writing. When authorized by City, the specific services which the Architect shall furnish will generally consist of, but not be limited to, the following itemized services:
1. Review architectural drawings for façade improvement projects and make recommendations of compliance with City's Commercial Design Standards.
 2. Make recommendations for potential improvements to designs.
 3. Prepare architectural drawings and specifications for façade renovation projects.
 4. Prepare architectural drawings and specifications for small renovation projects to City Hall and other City owned buildings.
- B. Basic architectural services. When authorized by the City, Architect will provide architectural services for improvement projects. These will generally consist of, but not be limited to, the following itemized services:
1. Preparation of plans and specifications ready for a call for bids.
 2. Tabulation of bids at bid opening, report same to the City, and assist in awarding Contracts for Construction.
 3. General observation of the work by observation trips to the job site on a periodic basis, as agreed with the City.
 4. Preparation and submittal of proposed contract change orders.
 5. Preparation of monthly progress payments to the Contractor.
 6. Final review of the project by the Architect.
 7. Final acceptance of the project by the Architect and recommendations accordingly to the City.
 8. Submission to the City of final quantities and costs.
 9. Furnish a set of "record" reproducible mylars, or other mutually agreed format suitable for long term preservation and storage.

Exhibit B

PUBLIC CONTRACTING CODE REQUIREMENTS for ORS 279C Personal Service Contract

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.
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, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the Contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G).
6. Pursuant to ORS 279C.520(2), 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.
7. Pursuant to ORS 279C.530(2), all employers, including Contractor, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
8. 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.
9. The Contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

10. Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors.
11. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
12. In the performance of this Contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
13. Pursuant to City's Public Contracting Rule 137-049-0880, the City may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.

Exhibit C

City's Request for Architectural Services

City of Veneta

Request for Architectural Services

November 18, 2014

Background

Between 2006 and 2008 the City went through an extensive creative process with Oregon Downtown Development Association, David Dougherty Landscape Architecture, SERA Architects, and Marketek Inc. to develop a Downtown Master Plan, Implementation Strategy, Code Audit Report, and Market Readiness Report. The City pursued these studies as a way to encourage and direct redevelopment in the Downtown area.

Since adoption of the plans the City has carried out three significant projects downtown: 1) construction of full street and streetscape improvements to core streets, 2) construction of LTD Park and Ride facility with two electrical vehicle charging stations, and 3) construction of a \$2.1 million senior center/food bank designed by Scott Edwards Architecture and constructed by Essex General Construction.

The City is anticipating an increase in commercial re-development projects in the downtown area. Currently a local business owner is renovating an existing building to relocate their existing fitness center. In order to help promote high quality design, the City is implementing a façade improvement program. The City will offer 40% or a maximum of \$10,000 towards façade improvement costs. To be eligible, façade designs must comply with or exceed the City's adopted Commercial Design Standards.

The City is interested in retaining the services of a qualified Architect to review designs, prepare architectural drawings and prepare financial analyses of façade projects. The City is also interested in architectural services for a minor remodel to City Hall and other city owned buildings as needed.

Goal Statement from Downtown Master Plan Code Audit:

- Make Downtown more cohesive & identifiable
- Create gathering places for residents and visitors
- Visually represent Veneta's unique assets
- Ensure that buildings and landscapes are created for safety and aesthetics, and represent civic pride;
- Increase the mix of compatible uses
- Improve and enhance the pedestrian environment throughout Downtown, as well as the pedestrian connections to surrounding neighborhoods and civic resources.

Services Requested:

- Review architectural drawings for façade improvement projects and make recommendations of compliance with City's Commercial Design Standards.
- Make recommendations for potential improvements to designs
- Prepare architectural drawings and specifications for façade renovation projects
- Prepare architectural drawings and specifications for small renovation projects to City Hall and other city owned buildings.

Letter of Intent and Statement of Qualifications

Please submit materials to Kay Bork, Community Development Director at kbork@ci.veneta.or.us by 2:00PM January 9, 2015. Please include a fee schedule and limit submittals to 5 pages. You can email or call with any questions. City Hall phone number is 541-935-2191. A copy of the City's Downtown Master Plan, Strategies for Next Step Implementation and Veneta Next Steps Strategies at this link: <http://www.ci.veneta.or.us/docs.cfm>

Exhibit D
Architect's Submittal



1699 Pearl Street | Eugene OR 97401
541.338.8544 | dustrudarchitecture.com

Letter of Intent and Statement of Qualifications

Thank you for the opportunity to submit our qualifications for architectural services to the City of Veneta. What an exciting time for Veneta with the completion of three major projects and the commercial renovation of an existing building into a fitness center to spur downtown development. We are delighted for the opportunity to participate in changing Veneta's visual landscape to give residents a sense of pride in their community and downtown.

Dustrud Architecture has extensive experience in renovation projects, façade construction, and working with Design Standards. We have worked with numerous public and non-profit agencies including HACSA, Rural Development, City of Umpqua Community Action Network, and the Eugene Ballet. We respect the importance of budgets and schedules while working to find and celebrate a unique design opportunity for each client, project, and site. The numerous awards we have received attest to our leadership in innovation and design excellence. We believe our experience and successful record in creative problem-solving and making beautiful spaces will prove of great value to you.

Please do not hesitate to contact us with any questions or if you would like additional information. We are very motivated to work with the City of Veneta on these projects. We will work with you in refining our scope of services and fees to meet your needs.



entry door at Westgate



security grill detail at The Pearl

Best regards,


Paul Dustrud, AIA
Principal

About Us

Dustrud Architecture, based in Eugene, specializes in creating sustainable, modern, and urban buildings. Owner and Principal Architect, Paul Dustrud, leads a team of passionate architectural designers focused on providing designs for clients that respond to the essence and uniqueness of each project, balancing aesthetics, budget, and timeline. Our aim is to manifest the client's vision and simultaneously facilitate design that inspires, is energy efficient, and utilizes Green Building methods and materials.



Lobby at PMC – tenant improvement project at The Patterson

Since our inception in 2006, Dustrud Architecture has designed a myriad of buildings from single-family residences and remodels, affordable housing, and multi-family housing to light- and mixed-use commercial, tenant improvements, commercial kitchens, commercial remodels, and cultural structures. Past clients include non-profit organizations, fraternal organizations, government entities, private developers, and individuals, many of whom are repeat customers due to Dustrud Architecture's commitment to quality and service.



221 BCE – tenant improvement project at The Patterson

Paul Dustrud

Engaged in working with his hands in varying capacities and different related careers over the years such as construction, an theater production, including lighting and set design, Paul Dustrud brings a unique balance of know-how when facilitating a project.

After graduating from the UO's Architecture program in 1998, Paul began working for Bergsund DeLany Architecture in Eugene – a firm specializing in affordable housing projects throughout Oregon. During his tenure at Bergsund DeLany, Paul gained extensive experience in the design and project management of affordable housing units. Paul started his own architecture firm in 2006, working on a myriad of projects from small remodels to mid-rise mixed-use buildings.

Paul is an active member of the local Chapter of the American Institute of Architects (AIA-SWO) and a founding member of Architects Building Community (ABC), a local charitable organization. He served on the AIA-SWO Board for years and was President in 2011. Paul continues to volunteer for AIA-SWO on the Design Excellence Committee helping to organize events that educate the community about the importance of quality design.

Jenna Wheeler

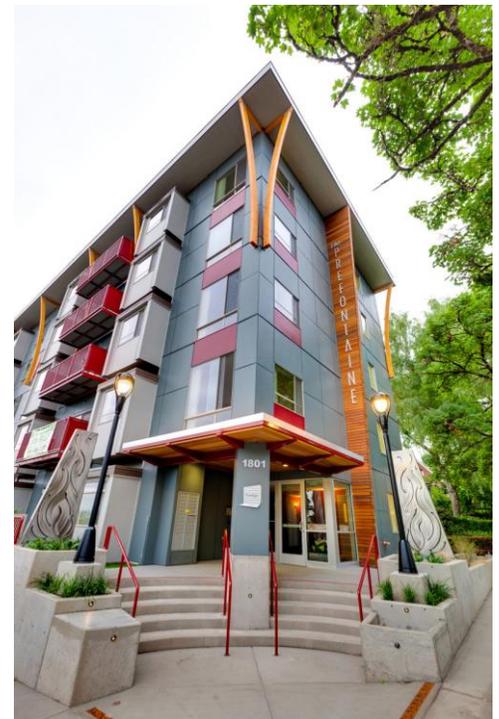
Jenna Wheeler graduated from the University of Washington in 1991 with a B.A. in Architectural Studies. She began collaborating as a design consultant with Dustrud Architecture in 2007. She specializes in interior architecture, space planning, and color consulting. Over the past seven years, Jenna has worked on more than a dozen projects with Dustrud Architecture. Officially joining Dustrud Architecture in 2014, Jenna is delighted to continue the firms’ exciting work.

Jenna’s community involvement consists of five years serving on the Junction City Planning Commission and volunteering extensively on other official Junction City committees such as the Design Committee and Citizen’s Comprehensive Plan Committee. She has also been a board member for Energizing Junction City – a non-profit focused on collaborating with other entities to bring economic vitality to Downtown Junction City.

Renee Benoit

Renee graduated from the UO with a Master of Architecture in 2010. After graduation, she worked as a fundraiser for the 2010 AIA Northwest and Pacific Region Conference, an architectural intern at Robertson Sherwood Architects, as well as the coordinator and fundraiser for the BRING Home & Garden Tour. She has been at Dustrud Architecture since 2012, working on various multi-family, commercial, and residential projects.

Renee’s dedication to sustainability and community development has led her to volunteer for BRING Recycling helping to plan and organize many events as well as helping the Springfield Chamber of Commerce at their annual auction fundraiser. Renee has been an active member of the AIA-SWO sitting on the 2011 Board of Directors in addition to serving on various committees such as the AIA 150, Design Excellence, and Octagon Committees.



entry sequence at The Prefontaine

ARCHITECTURAL FEES FOR 2015:

Services:

Principal	\$100.00 per hour
Associates	\$75.00 per hour

Travel Fees: Travel fees are 1/2 the hourly rates plus \$.56 per mile.

REIMBURSED EXPENSES:

Direct expenses billed in addition to the professional services fee.

Consultants (structural, civil, landscape, etc.)	at cost
Digital Imaging	at cost
Model Making & Marketing Rendering	at cost
Large Format Printing Services	at cost
Postage & Shipping	at cost
Long Distance Telephone & Fax	at cost
Mileage	\$.56 per mile

Projects

Westgate: Urban Living near the University of Oregon

Westgate, a sustainable urban building, located mere blocks from the heart of the University of Oregon campus is comprised of five floors of contemporary apartment living above ground floor retail – a building inspired by classic Art Deco styling married to modern environmental standards. This marriage culminated in the first LEED Platinum Certified Mid-Rise Multi-Family project completed in the Pacific Northwest in 2011, a significant accomplishment.



Westgate along 13th Avenue

At the apartments, Dustrud Architecture combined complex programmatic needs such as accessibility, daylighting of interior spaces, passive solar design, exceptionally high energy-use standards, and a high quality of living that creates an unparalleled living experience. The rewards for residents are extremely low utility bills coupled with thermal comfort, high indoor air quality, and durable, aesthetically pleasing finishes.

The building design Dustrud Architecture incorporated pushed and pulled both the east and west facades, allowing mitigation of extreme solar heat gain while preserving occupant views on a narrow, north-south oriented urban lot. Ultimately, this narrow urban lot allowed for Westgate to be integrated into the urban fabric of 13th Avenue, the busiest pedestrian street near the University of Oregon.



The Pearl heading south on Pearl Street

The Pearl: Increasing Urban Density and Vitality

The Pearl, situated in the heart of Eugene’s Midtown District, is the perfect complement to a vibrant neighborhood by combining four floors of apartments above four ground floor commercial spaces complete with underground parking.

Dustrud Architecture worked with the site’s location to design a south-oriented, courtyard style building that provides platforms for social interaction with views of Spencer’s Butte. The exposed south edge creates a courtyard sanctuary and brings daylight deep into the traditionally dark areas of a building. The courtyard creates a connection to the outdoors

for occupants offering residents a place to connect. Additionally, tenants have access to a Community Room and fitness

room. Other spaces within The Pearl that foster a sense of community are The Bridge, located on the second level of apartments, that binds the two arms of the building to each other and The Sky Deck, located on the fourth level of apartments, that provides a “hang out” area with tables, chairs, and gas grill. These spaces allow the opportunity for residents to form a community within the greater Midtown District.

The building, named both for the street where it is located as well as for the gem formed by an oyster, has a skewed metal clad corner. The reason for the slanted corner is due to the required setback from the adjacent Amazon Canal. Dustrud Architecture chose to create a distinctive feature with a shimmering iridescence to mark such a prominent corner and acknowledge the connection to the Amazon Canal. This move mirrors how oysters create pearls by making a beautiful gem out of an unexpected fragment.

The Pearl is home to the office of Dustrud Architecture.

The Patterson: Engaging the Corner at the Gateway to the University of Oregon

The Patterson is a modern, urban building at the Gateway to the University District. Dustrud Architecture and the developer fostered a new prototype for mixed-use buildings where they worked with previous occupants on the site to become tenants in the new building. This arrangement guaranteed occupancy of established businesses at some of the ground floor retail spaces. This avoided the conundrum of displacing long-term businesses and allowed the business owners previously located on the property the opportunity to be included in the development process.

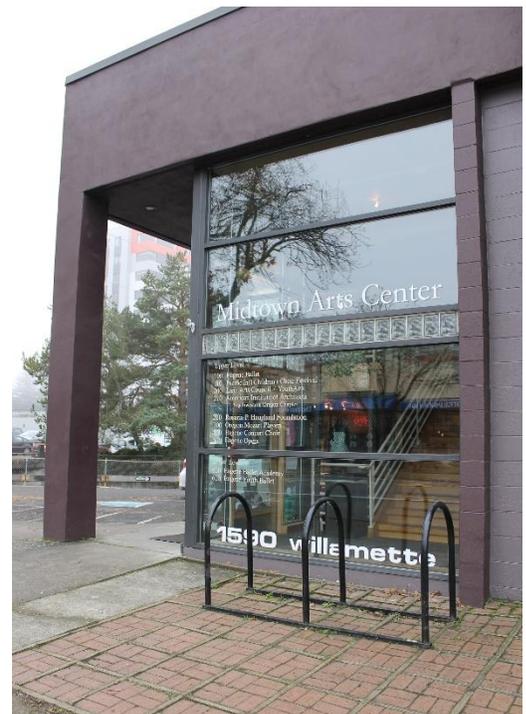


The Patterson looking from the corner of 13th and Patterson
photo courtesy of Erik Bishoff Photography

The Patterson successfully increases density with five floors of apartments; engages the corner of 13th Avenue and Patterson Street; creates amenities in an active University District by creating four new retail spaces; and reduces automobile traffic with underground parking. On the ground level, restaurants and shops engage the street edge by inviting customers into the building. The modern styling of The Patterson coupled with the use of durable, high-quality materials insures that the building is able to withstand the elements and perform well over time. A central courtyard with a substantial sculptural water feature creates both a focal point and white noise creating quieter spaces for residents. Other amenities incorporated into the design include a rooftop community deck, fitness room, community room, private decks, package room, and considerable storage in the mezzanine. These features combine to shape a very comfortable living experience.

Midtown Arts Center: Inspiring Artistic Synergy

This uncommon project came to fruition through the vision of Eugene Ballet Company’s (EBC) Artistic Director, Toni Pimble. She desired a space to house the ballet company and work in conjunction with other arts organizations sharing resources to create a stronger arts community. This building was subjected to numerous remodels in the span of its history such as a beauty college, various mercantile operations, a high-end furniture store, and, finally, a Goodwill Donation Center where it languished and stood vacant for years. EBC found it in a state of disrepair and decided to bring it back to life as an arts-friendly space. Paul Dustrud acted as the Developer – Owner’s Representative as well as co-designer with Stan Honn, a local design-build architect. The remodel included rehabilitating the entire interior space, adding an elevator, four floating-floor dance studios, and numerous office spaces for all the arts groups who would eventually call this place home, along with an extensive façade renovation. The facility has become a lively arts space used all day every day, into the evenings, and on weekends by members of Eugene Opera, Lane Arts Council, Oregon Mozart Players, Eugene Concert Choir, Pacific International Children’s Choir, and Eugene Ballet Company, Eugene Ballet Academy, and Eugene Youth Ballet.



Midtown Arts Center

ORDINANCE NO. 518

AN ORDINANCE GRANTING TO VENETA VISION, LLC, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SERVICE AND TO OCCUPY RIGHTS-OF-WAY IN THE CITY OF VENETA, OREGON AND SETTING AN EFFECTIVE DATE.

THE CITY OF VENETA ORDAINS AS FOLLOWS:

Section 1. Definitions - as used in this ordinance:

"City" means City of Veneta, Oregon.

"Grantee" means Veneta Vision, LLC, the grantee of rights under this franchise, including its successors or assigns when approved pursuant to this franchise.

"Council" means the City Council of the City of Veneta, Oregon.

"Data Services" means the transmission of information, facts, concepts or instructions in a formalized manner, suitable for communication, interpretation or processing, by any means or protocol of transmission, and the equipment necessary for such transmission. Voice and video services are sometimes included in data services. The definitions here are stated separately so as to be inclusive rather than exclusive of forms of communications services. Includes the sending and receiving of data from and to any ultimate customer.

"Facility" or "Facilities" means the conduits, cables, poles, wires, fibers, fixtures, underground lines, manholes, equipment and appurtenances thereto, including other technical items necessary or convenient for the purpose of providing data, voice or video services.

"Gross revenues" shall mean any and all revenue, of any kind, nature or form, without deduction for expense; all inflows or enhancements of assets or settlements of its liabilities (or a combination of both) of whatsoever kind and nature derived by the Grantee and, any affiliates, subsidiaries or parent of the Grantee on account of goods or services from the Grantee's ongoing operations delivered within the City of Veneta. Gross revenue shall include any and all subsidies, discounts, rebates or other considerations or forbearances by the Grantee associated with the delivery of such goods and services within the City of Veneta. Grantee may deduct uncollectible accounts of customers within the corporate limits of City from these gross revenues. Gross revenues does not include taxes, fee or assessments of general applicability collected by the Grantee from Ultimate consumers for pass-through to a government agency other than the City, or revenue paid directly by the United States of America or any of its agencies.

"Person" means any person, firm, partnership, association, corporation, limited liability company or organization of any kind.

"Rights of way" include streets, land paths, boulevards, avenues, circles, drives, lanes, roads, highway, bridges, alleys, sidewalks, and public utility easements, including the subsurface under and air space over these areas and similar public ways and extensions and additions thereto. This definition applies only to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such areas for siting telecommunications facilities. "Rights of way" excludes other property owned by the City, such as parks or public buildings.

"Telecommunications Services" as used in this franchise, means the offering for sale or in exchange for some other form of compensation of data services, video services, or voice services, or any combination

of these services.

"Video Services" means the transmission, by any means or technology, of visual images, including moving and still images intended for perception by the human eye, and any sound associated with the visual images, either as a one way or two way transmission, and all equipment or facilities necessary for such transmission. "Video Services" includes all forms of transmission of visual image communications, regardless of the medium or method of transmission.

"Voice Services" includes providing processing and transmission of voice communications, including all equipment associated with such transmission. "Voice Services" also includes services related to or commonly sold or provided in connection with the transmission of voice communication, such as, but not limited to, call waiting, call forwarding, voice mail and similar services. "Voice Services" includes all forms of transmission of voice communications, regardless of the medium or method of transmission.

"Ultimate consumer" means any person or entity that obtains services transmitted over Grantee's Facilities for its own use by any means, including purchase, lease or direct receipt of such services.

Section 2. Grant of Authority. City grants to Grantee the right and privilege, subject to all City of Veneta ordinances, policies, rules and regulations, to construct, install, maintain and operate over, in, on and under the present and future public rights of way of the City of Veneta, facilities necessary for the purpose of providing telecommunications services. This franchise is not exclusive, and City reserves the right to grant a similar or different privilege to any other Person at any time during the period of this franchise. This grant is further subject to all prior rights, interests, agreements, permits easements or licenses granted by the City, and to the City's right to use the rights of way for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. This franchise does not grant any rights with regard to attaching to or using any City or public property located within the rights-of-way (i.e. street lights or conduit). Such additional use of City property may be granted on an individual basis under a separate arrangement.

Section 3. Compliance with Laws, Rules and Regulations. The locations and methods of installation and maintenance of all Grantee's Facilities shall be subject at all times to regulation by the City (including City's ordinances and policies on street cuts and use of right-of-way), and all such Facilities shall be so constructed and maintained as to interfere as little as practicable with street or other traffic. Nothing herein however shall be construed to change or modify any applicable Oregon law regarding Grantee's ability to recover costs for any relocation of its Facilities. All of such Facilities shall be installed and at all times maintained by Grantee in accordance with industry standards. Grantee shall change the location of or remove any Facility within the public right of way when the City determines that the public convenience requires such changes or removal. The expense of said change shall be paid by Grantee.

Section 4. Grantee Liability, Indemnification of City and Insurance.

1. Grantee shall at all times conduct its operations under this franchise, including installation, construction or maintenance of its Facilities, in a safe and workmanlike manner so as not to present a danger to the public or City.
2. To the fullest extent permitted by law, Grantee shall defend, save harmless and indemnify City from any loss or claim against City on account of or in connection with any activity of Grantee in the construction, operation or maintenance of its Facilities or provision of services, provided such loss or claim is not as a result of the City's negligence. Nothing contained in this foregoing indemnity provision or any other indemnity provision in this franchise, shall be construed to require the Grantee to indemnify the City, the City's related parties, architects, architect's consultants and agents and employees of any of them and anyone else acting for or on behalf of the City for damages, losses, liabilities, costs and expenses due to the sole negligence or willful

misconduct of the City, the City's related parties, architects, architect's consultants and agents and employees of any of them and anyone else acting for or on the City's behalf. The City acknowledges that under no circumstances will the Grantee be liable under this franchise for special, consequential or punitive damages or damages with respect to economic loss.

3. This franchise shall not be effective until Grantee secures, and shall at all times be conditioned upon Grantee maintaining, a comprehensive liability insurance policy which shall contain the following provisions:
 - a. Grantee shall obtain, at Grantee's expense, and keep in effect at all times during the term of this franchise, public liability and property damage insurance that protects Grantee and the City, as well as the City's officers, agents, and employees, from claims arising from claims referred to in section 4.2. The insurance shall provide coverage at all times of not less than \$2,000,000 for personal injury to each person, \$4,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damages, plus cost of defense; or a single limit policy of not less than \$4,000,000 covering all claims per occurrence, plus cost of defense. The insurance policies may provide for self-retention or deductibles in reasonable amounts. The limits of the insurance shall be subject to statutory changes as to the maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Franchise.
 - b. Grantee, and its subcontractors, if any, will comply with the Oregon Worker's Compensation Law at all times.
 - c. City, its officers, directors, and employees shall be added as additional insured with respect to the Grantee's general liability insurance policy. Grantee will require that its insurance carrier give the City 30 day written notice of any change in insurance coverage.
 - d. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days written notice to City. Any failure to comply with this provision will not affect the insurance coverage provided to City. The 30 days notice of cancellation provision shall be physically endorsed on the policy.
 - e. Coverage provided by Grantee must be underwritten by an insurance company deemed acceptable by City. City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating or not authorized to transact business in Oregon.
 - f. As evidence of the insurance coverage required by this franchise, Grantee shall furnish a Certificate of Insurance to City. This franchise shall not be in effect until the required certificates have been received and approved by City. The Certificate will specify and document all provisions with in this franchise. A renewal certificate will be sent to City 10 days prior to coverage expiration.

Section 5. Conditions on Right of Way Occupancy.

1. **Use.** Grantee shall construct, install, maintain and operate its Facilities in designated public rights of way to the industry standard and City's satisfaction, in compliance with all state laws and regulations and City ordinances, rules, policies and regulations; and in a manner so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets, alleys or other public ways or places.
2. **Restoration.** In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Grantee, Grantee shall, at its own cost and expense and in a manner approved by City, replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed. If Grantee fails to make restoration as required, City may cause the repairs to be made at the

expense of Grantee.

3. **Relocation.** Except as provided below, if the removal or relocation of Facilities is caused directly by an identifiable development of property and the removal or relocation of Facilities occurs within the area to be developed, or is made for the convenience of a customer, Grantee may charge the expense of removal or relocation to the developer or customer provided it is not contrary to any laws. Grantee shall be solely responsible for enforcing collection from the developer or customer. City may require Grantee to relocate its Facilities. If the removal or relocation of Facilities results from City's need to provide public Facilities, is a City project, or is otherwise requested by City and is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Grantee will remove or relocate its Facilities at Grantee's expense within a reasonable time frame after notification by City. In cases of capital improvement projects undertaken by City, Grantee shall convert existing overhead distribution Facilities to underground at Grantee's expense if requested to do so by City. City agrees to comply with provisions of applicable law when requiring such conversion. In the event that any electric utilities, cable facilities and telecommunication facilities are reimbursed by the City or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telecommunications, electrical or other utilities.
4. **Placement of Facilities.** Grantee shall not place its Facilities where they will interfere with any existing or future City utility, gas, electric or telephone fixture, power, sanitary sewer, storm sewer or water facility. Grantee will consult with City's Public Works Department prior to placement of Facilities, and will comply with all City ordinances, policies, rules and regulations in connection with its placement of Facilities. Whenever all existing electric utilities, cable facilities and telecommunications facilities are located underground within a public right of way of the City, Grantee must also locate and relocate its facilities underground.
5. **Temporary Rearrangement of Facilities.** Grantee shall, consistent with City policies, ordinances, rules and regulations, arrange to temporarily raise, lower, or otherwise move its Facilities to permit the moving of buildings or other objects if the Person wishing to move the building or other object makes a reasonable arrangement to reimburse Grantee for its expenses in rearranging its Facilities. Nothing contained in this section shall preclude City from requiring Grantee to move its Facilities at its own expense when public convenience requires the move, as described in Subsections 3 and 4 of this section.

Section 6. Transfer of Franchise. Grantee shall not sell, assign, dispose of, lease or transfer in any manner whatsoever any interest in this franchise or in the Facilities authorized by this franchise, or any part of the Facilities, without prior written approval of City, which consent shall not be unreasonably withheld. The City may impose reasonable conditions on its approval of any transfer, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Grantee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by Grantee, or any Person that owns or controls the Grantee. Grantee shall notify the City at least thirty (30) days prior to any such sale, assignment or transfer.

Section 7. City Rights in Franchise.

1. **City Supervision and Inspection.** City shall have the right to supervise all construction or installation of Grantee's Facilities subject to the provisions of this franchise and make such inspections as it shall find necessary to insure compliance with governing laws, ordinances, rules

and regulations.

2. **Termination or Abandonment of Franchise.** Upon any termination of this franchise, all Facilities installed or used by Grantee shall be removed by Grantee at Grantee's expense and the property upon which the Facilities were used restored by Grantee to the condition it was in before installation except that City or its designee shall have the following options after termination of this franchise:
 - a. City or its designee may elect to acquire the Facilities for the fair market value of the physical facilities, but not any intangibles, consistent with any applicable law; and
 - b. Value shall be determined by an appraiser who is mutually acceptable to City and Grantee. In the event that City and grantee are unable to agree on a single appraiser, then the City and Grantee shall each appoint an appraiser, and those two appraisers shall select a third appraiser. The opinion of any two appraisers shall be determinative of the value of the Facilities.
 - c. City agrees to provide Grantee with written notice of its intention to acquire Grantee's Facilities pursuant to this section within 120 days after termination of this franchise by City or by Grantee with the closing of the acquisition to occur as soon thereafter as is practicable.
 - d. If, after termination of this franchise, Grantee provides notice to the City that it is abandoning the Facilities, or otherwise refuses within a reasonable time to respond to notice from the City that the Facilities must be removed (*de facto* abandonment), the City may cause the Facilities to be removed at Grantee's expense, or the City may elect to take title to and possession of some or all of the Facilities, to be used thereafter as the City deems is in the public interest. If the City provides notice to the Grantee of a determination that Grantee's Facilities have been abandoned, and that the City is taking possession of the Facilities, Grantee shall not be entitled to any compensation for any of the Facilities abandoned by Grantee. Grantee may abate the notice of abandonment by, within thirty days of notice being provided by the City, notifying the City of its election to remove the Facilities and beginning removal within ten days, and thereafter completing removal within a reasonable period.
3. **City Connection to Facilities.** In addition to City's other rights in this franchise, and so long as Grantee has sufficient capacity on its Facilities that is not being used by a paying customer at that time, City shall have the right to obtain services from Grantee at the Grantee's most favorable rate applicable to those services. Nothing in this subsection shall affect Grantee's obligation to pay franchise fees to the City under Section 8 of this Ordinance.

Section 8. Franchise Fee (Compensation for Use of the Rights of Way).

1. Grantee shall pay quarterly to City five percent of gross revenue earned from all services, specifically including data, voice and video services, provided by Grantee through Grantee's use of the City rights-of-way.
2. The fee required by this section shall be due and payable within 60 days after the end of each applicable calendar quarter. Any payment not made when due shall bear interest at the rate of 12% per annum, compounded monthly, from the date due until paid.
3. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this franchise.
4. Grantee agrees and covenants that it will not challenge the validity of the franchise fees under this ordinance as long as they do not exceed the maximum amounts established by applicable

statutes.

5. If Grantee provides a multi-channel video service which is the equivalent of a cable service as defined by federal law, Grantee shall make one channel of the multi-channel video service available to the City for Government Access Programming. If the City elects to use this channel, the City shall be solely responsible for the content of programming provided on the Government Access Channel. The City may, at its sole discretion allow Grantee to provide programming on the Government Access Channel in lieu of, or in addition to, programming selected by the City. The City may modify the choice of shared programming at any time, and for as many times as convenient to the City, but modifications must be coordinated with Grantee's operations. Grantee shall cooperate in the City's acquisition of programming from other locations if that programming is made available for transmission by Grantee at any of Grantee's points of presence in Lane County. If requested by the Veneta School District or Lane Community College, or both, and Grantee is providing multi-channel video service, Grantee shall make one channel of the multi-channel video service available to the educational institutions for shared use for educational programming on the same terms and conditions set forth for Government Access. There shall be no charge to the City or the educational institutions for use of the channels.

Section 9. Grantee Records and Reports.

1. Grantee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this franchise. Grantee shall produce all books and records directly concerning its gross revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, upon no less than 10 days prior written notice, during normal working hours. City may require periodic reports from Grantee relating to its operation within City. City shall have the right during the term of this franchise or within 180 days thereafter to conduct audits or reviews (examinations) of Grantee's records. Such examination shall be undertaken by a qualified person or entity selected by City. The cost of any such examination shall be borne by City, unless the results of any such examination reveal an underpayment of more than 5% of the franchise fee for the period examined. In the case of such underpayment, the full cost of such examination shall be paid by Grantee. Grantee shall immediately pay the amount of the underpayment as determined by such examination to City together with 12% per annum interest from the date such payment should have been made to the date the payment is actually made.
2. Any examination information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing examination results in any forum where enforcement of the provisions of this franchise is at issue.

Section 10. Permit and Inspection Fees. Nothing in this ordinance shall be construed to limit the right of City to require Grantee to pay reasonable costs incurred by City in connection with the issuance of a franchise or permit, making an inspection, or performing any other service for or in connection with Grantee or its Facilities, whether pursuant to this ordinance or any other ordinance or regulation now in effect or hereafter adopted by City.

Section 11. Enforcement and Termination of Franchise for Violation.

1. Default: Time of payment and performance are of the essence in the franchise. The following shall be events of default:
 - a. Default in Payments. The failure of Grantee to pay City when due any amounts required by the franchise and such failure continues for a period of ten (10) days after the first

overdue notice.

- b. **Default in Other Covenants.** The failure of Grantee to perform any of the covenants and conditions required herein to be kept and performed by Grantee, and such failure continues for a period of 30 days after notice from City of such failure.
- 2. **Termination.** Upon the occurrence of an event of default, this franchise may be terminated at the option of City by notice in writing to Grantee given within 30 days of the date of default.
- 3. **Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Default Notice to (i) respond to the City, in writing, providing reasonable explanation why it believes there has been no default, or (ii) to cure such default, or (iii) if, 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 City of the steps being taken and the projected date that they will be completed. The City shall not unreasonably deny Grantee an opportunity to cure any default.

Section 12. Remedies not Exclusive; Waiver. All remedies under this ordinance, including termination of franchise, are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this ordinance, including termination of the franchise, are not exclusive and City reserves the right to enforce penal provisions of any ordinance and also use any remedy available to City at law or in equity. Failure to enforce any provision of this ordinance shall not be construed as a waiver of a breach of any other term, condition or obligation of this ordinance.

Section 13. Franchise Term. This franchise is granted for a term of ten years beginning on the date on which this franchise ordinance is approved. City agrees to renegotiate in good faith a renewal of this franchise for future five (5) year renewal if this franchise is not in default at its expiration.

Section 14. Acceptance of Franchise. Within 30 days from the adoption of this ordinance, Grantee shall file with the City Recorder a written unconditional acceptance of this franchise executed by its duly authorized representative and all of its terms and conditions, and if it fails to do so, this ordinance shall be void and of no effect. This Ordinance shall become effective the day after Grantee's acceptance is filed with the City.

Section 15. Severability. If any section, subsection, sentence, clause or portion of this ordinance is for any reason held invalid or rendered unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity or constitutionality of the remaining portion thereof. If for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee charged by this ordinance.

Section 16. Notices. Any notice required or permitted under this franchise shall be deemed given when received or when deposited with postage prepaid in the United States Mail as registered or certified mail addressed as follows:

Section 17. Equal Protection. In the event that Grantor adopts a franchise for any other provider of Telecommunication Services allowing use of facilities located wholly or partly in the public Rights-of-Way of the Grantor, which terms differ in substantial ways from this franchise, Grantee shall have the option to seek an amendment of this franchise in a way that corresponds in all ways with the franchise provided to the other Telecommunications Service provider. Grantee must submit a request for amendment in writing, setting forth the ways that Grantee believes that the other franchise is substantially different from the Grantee's current franchise. Franchises that involve different services, or fewer services than the present franchise shall not be eligible for renegotiation, even if there is a partial overlap. Grantor shall be the final determinant of substantial differences, and may give consideration to other provisions of the

alternative franchise that provide equivalent provisions. No partial amendments shall be allowed.

TO CITY:
City of Veneta
Attn: City Administrator
P.O Box 458
Veneta, Oregon 97487

TO GRANTEE:
Veneta Vision, LLC
Attention GM
PO Box 199
Cheshire, OR 97419

or to such other address as may be specified from time to time by either parties in writing.

Section 17. Interpretation/Jurisdiction. This franchise shall be deemed to have been entered into in Lane County, Oregon. Jurisdiction of any dispute shall be in the circuit court of the State of Oregon, and venue shall be in Lane County, Oregon. Interpretation of the franchise shall be governed by laws of the State of Oregon.

Section 18. Force Majeure. The Grantee shall not be held in default under, or in non-compliance with the provisions of this Ordinance, 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 Grantee's Facilities are attached, as well as unavailability of materials and/or qualified labor to perform the necessary work.

READ FOR A FIRST TIME, BY TITLE ONLY this 26th day of January, 2015, no Council person in attendance having requested that it be read in full.

READ FOR A SECOND TIME, BY TITLE ONLY, AND FOR FINAL ADOPTION this ___ day of _____, 2015, no Council person in attendance having requested that it be read in full.

PASSED AND ADOPTED by a ___ vote for and ___ against by the City of Veneta Council this ___ day of _____, 2015.

XXXXXXXXXXXXXXXXXXXXX

Sandra Larson, Mayor
Executed on _____

ATTEST:

XXXXXXXXXXXXXXXXXXXXX

Darci Henneman, Assistant City Recorder
Executed on _____