

AGENDA
VENETA CITY COUNCIL
MONDAY, MAY 11, 2020 – 6:30 P.M.
 Veneta Administrative Center, 88184 8th Street, Veneta, Oregon

PURSUANT TO GOVERNOR BROWN’S EXECUTIVE ORDER NO. 20-07, ALL CITY OF VENETA PUBLIC MEETINGS WILL BE LIMITED TO NO MORE THAN 10 PEOPLE ATTENDING, INCLUDING STAFF AND ELECTED/APPOINTED OFFICIALS.

PURSUANT TO GOVERNOR BROWN’S EXECUTIVE ORDER NO. 20-16, CITY OF VENETA PUBLIC MEETINGS CAN BE ACCESSED VIA TELECONFERENCE. TO LISTEN TO THIS MEETING, CALL 1- 978-990-5248, ENTER ACCESS CODE 8848223

- 6:30 **1. CALL TO ORDER**

- 6:30 **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.

- 6:40 **3. CONSENT AGENDA**
 - a. Minutes for April 27, 2020 (pgs. 3-7)
 - b. Accounts Payable
 - i. Unpaid Invoices Through May 6, 2020 (pgs. 9-16)
 - c. Civic Calendar for June, 2020 (pg. 17)
 - d. Approval of New Liquor License for Grocery Outlet (pgs. 19-22)
 - e. Elmira High School Graduation Ceremony Parade Permit Application (pgs. 23-26)

- 6:45 **4. COUNCIL BUSINESS AND REPORTS**
 - a. Business
 - (1) Lane County Sheriff’s Office Activity Reports (February, March, April 2020) (pgs. 27-31)
 - (2) National Public Works Week Proclamation (pg. 33)
 - (3) Letters of Support (handout)
 - b. Council/Committee Liaison Reports

- 7:00 **5. STAFF REPORTS**
 - a. Community Development Director.....Evan MacKenzie
 - (1) Veneta Municipal Code Updates – Type I – IV Procedures (verbal)

 - b. Public Works Director.....Kyle Schauer
 - (1) Bids on Phase II of City Park Improvements (handout)

 - c. City Administrator.....Matt Michel
 - (1) Modifications to Lane County Law Enforcement Intergovernmental Agreement for Police Services & Related Intergovernmental Agreement with the Fern Ridge School District (pgs. 35-50)
 - (2) Questions from Councilors

- 7:40 **6. OTHER**
 - (1) June 3, 2020 - First Day to File for November 3, 2020 General Election

- 7:45 **7. ADJOURN**

Times are approximate. This meeting will be digitally recorded. Location is wheelchair accessible (WCA). Individuals needing special accommodations, such as sign language or foreign language interpreters, should make such requests by contacting the City Recorder at 541-935-2191(voice) or by e-mail at: dhenneman@ci.veneta.or.us. Requests made after 10:00 a.m. two working days prior to a meeting may not be accommodated.

Los tiempos son aproximados. Esta reunión se grabará digitalmente. La ubicación es accesible para sillas de ruedas (WCA). Las personas que necesiten un alojamiento especial, tales como lenguaje de señas o intérpretes de idiomas extranjeros, deben hacer tales peticiones poniéndose en contacto con el registrador de la ciudad en 541-935-2191 (voz) o por correo electrónico a: dhenneman@ci.veneta.or.us. Las solicitudes hechas después de las 10:00 a.m. dos días hábiles antes de una reunión no pueden ser acomodadas.

To access City Council meeting material please go to <http://www.venetaoregon.gov/meetings>

Minutes of the Veneta City Council Meeting

April 27, 2020

Present: Keith Weiss, Mayor; Thomas Cotter, Council President; Robbie McCoy, Councilor; Pat Coy, Councilor (via telephone)

Absent: Calvin Kenney, Councilor

Others: Matt Michel, City Administrator; Shauna Hartz, Finance Director; Evan MacKenzie, Community Development Director; Darci Henneman, City Recorder

1. CALL TO ORDER

Mayor Weiss called the City Council to order at 6:29 p.m.

2. PUBLIC COMMENT

None

3. CONSENT AGENDA

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

VOTE: Calvin Kenney, aye; Thomas Cotter, aye; Keith Weiss, aye; Robbie McCoy, aye; Pat Coy, aye.

The consent agenda as approved included Minutes for March 23, 2020, Accounts Payable - Paid Invoices Through April 14, 2020, Unpaid Invoices Through April 20, 2020, Civic Calendar for May, 2020, Public Works Activity Report for March, 2020, Planning and Building Activity Report for January – March 2020, Recommended Approval of Annual OLCC Liquor License Renewals, Arbor Day Proclamation (previously signed by Mayor Weiss).

4. COUNCIL BUSINESS AND REPORTS

a. Business

(1) Appointment to Budget Committee (Position 1)

With no objections from the Council, Mayor Weiss appointed Steve Nutter to position 1 as a citizen Veneta Budget Committee member.

(2) Child Abuse Prevention Month Proclamation (previously signed by Mayor Weiss)

Mayor Weiss said he signed this proclamation on April 10th proclaiming April as Child Abuse Prevention Month. He then read the proclamation in full.

b. Council/Committee Liaison Reports

Robbie McCoy said the Chamber is not doing any events but they created a Facebook page for members to chat, or to post questions about needed services. She said they are also working with businesses.

Thomas Cotter said he attended two LCOG meetings, the Executive Council and the Board meeting. He said topics discussed at both included the budget and their emergency procedures. Things are going well, they received more funding than usual and have set aside some funds for to address possible future problems regarding COVID-19. The LTD bus from Eugene to Florence is running. He said most municipalities in our area and as members of LCOG, are taking the same social distancing measures that we are.

In response to a question from Mayor Weiss, Thomas Cotter said the LTD bus to Florence is also practicing social distancing and will only hold 16 riders.

Mayor Weiss said he had a conference call with Governor Brown and she indicated she appreciates the efforts citizens are making in complying with her Executive Order (EO) and she understands the hardships that come with that EO. She will slowly open a few things, starting with medical, dental, and veterinary offices. Followed by opening boat ramps which has been the most common complaint. He said she would like to get parks open with social distancing. She said Eastern Oregon has had very little effect, so she will likely start with that region to get the harvest workers back to work. He said it was much more positive than the previous conference call and hopefully we will start seeing restrictions relaxed before too long.

5. STAFF REPORTS

a. Community Development Director.....Evan MacKenzie

(1) OPRD Local Government Grant Program Grant Support

i. Agenda Item Summary

MacKenzie said this resolution, through the Local Government Grant Program, is almost identical to Resolution No. 1293 which was through the Land and Water Conservation grant program. Both are administered through Oregon Parks and Recreation Dept. Staff urges the Council to approve the resolution which is required as part of the grant application. He said the resolution will be attached to the application to Oregon Parks and Recreation Department.

In response to a question from Mayor Weiss, MacKenzie said he's not sure when we will hear about an award but it should be soon. He said the Land & Water Conservation Fund grant will likely be awarded toward the end of the year but that may be too late for us to take advantage of.

ii. **RESOLUTION No. 1294** –A RESOLUTION IN SUPPORT OF AN APPLICATION TO THE OREGON PARKS AND RECREATION DEPARTMENT FOR A LOCAL GOVERNMENT GRANT PROGRAM

MOTION: Thomas Cotter made a motion to approve Resolution No. 1294 as presented. Robbie McCoy seconded the motion which passed with a vote of 4-0.

b. Finance Director.....Shauna Hartz

(1) Financial Activity Fund Balance Report 3rd Quarter FY2019/20

Hartz said this Report is through March 31, 2020 which is about 75% of our current fiscal year. As she has stated before, she uses those for guidelines for routine revenue and expenditures. She didn't see any concerns on the revenue side, but there are a couple of oddities. The first being on page 47 of the packet, in the Parks and Recreation Dept., there is a large negative number on the grant and donations line but that will be a positive number on the next report because we actually received those grant funds today. The other area that has low percentages is the Government Agencies, which is because the Urban Renewal Agency hasn't done the transfers into the City for the projects we specified. She said she wrote the check in April, so the next report will reflect that. On the expenditure side, all routine expenses are below 75%. The exceptions are for debt service for transfers and those will show closer to 100% but these expenses only occur once or twice during the year.

In response to a question from Mayor Weiss, Hartz said the Budget Committee meeting will be May 21, 2020.

In response to a question from Mayor Weiss, MacKenzie, said Kelsie from the consultant's office said they had received several completed surveys.

- c. City Administrator.....Matt Michel
- (1) Extension of the Temporary State of Emergency to Address COVID-19

- i. Administrative Order No. 20-3

Michel said this is the third Administrative Order (AO) he has done. He said this AO is required to extend Resolution No. 1293 six hours or until 11:00 p.m. tonight in order to allow staff to present Resolution No. 1295 to the Veneta City Council for approval. If approved, Resolution No. 1295 will extend the temporary state of emergency for two months until 11:00 p.m., June 28th. He said it's important that the Council retain that legislative authority rather than staff do it administratively. He said things are still unknown, but hopefully we'll hear about gradual openings in mid-May. He said we'll have the flexibility and authority to act on anything that may come our way. He said there's word that local government assistance may be provided. He said if so, we could accept that administratively, rather than convening the Council. He said he will also note that we've only needed to draft three AOs, we're able to hold steady, and Council is able to meet safely. He said the AO is in effect and a good safety net but we haven't had to use it at this point.

Mayor Weiss said Michel has done a great job in communicating and preparing the Council about the AOs and the process.

- ii. **RESOLUTION No. 1295 – A RESOLUTION AMENDING RESOLUTION NO. 1293 AND EXTENDING TEMPORARY STATE OF EMERGENCY WITHIN THE BOUNDARIES OF THE CITY OF VENTA AND DELEGATING AUTHORITY TO THE CITY ADMINISTRATOR**

MOTION: Thomas Cotter made a motion to approve Resolution No. 1295, a Resolution Amending Resolution No. 1293 and Extending Temporary State of Emergency within the Boundaries of the City of Veneta and Delegating Authority to the City Administrator. Robbie McCoy seconded the motion which passed with a vote of 4-0.

- (2) Veneta Downtown Farmers' Market Request for Funding

Michel said the Market plans to open on May 2nd and is working with the state on vendor and site issues. He said Market Director, Lyndsie Leech is on the phone to answer any questions from the Council. He said the Market submitted a donation request of \$4500, however, he is recommending the Council approve \$3200 from the accounts listed in his agenda item summary. He said the funds would be broke into two groups; one for food support, at the same level that we've done the last two years. The second group is for marketing costs, advertising, printing, etc., which includes flyers to be handed out at school, however, as we know, schools are closed. Also they planned to have new signage, however, we felt it was more important to focus on the food funding level as the Market moves toward more self-sufficiency.

In response to a question from Pat Coy, Michel said the portion of funds coming from the Zumwalt Discretionary fund are from the 2019-20 budget.

In response to a question from Mayor Weiss, Michel said each vendor will be required to provide their own safety officer to make sure that safe distancing is being observed. He said the number of vendors are limited and the entire site will be monitored as well as entering and exiting the Market.

In response to a question from Thomas Cotter, Michel said the Market requested a portable handwashing station which the City is providing.

Ms. Leech took part in the meeting via telephone and said the board met on site to discuss several things, including how to regulate the traffic flow. She explained how the vendor

booths/tables will face towards the street in an “L” shape. She said signage and markings six feet apart will be on the ground. She said there will be one way in and one way out for people to move through the Market and exit on the other side. Visitors will be limited so when the Market reaches capacity, they will stop letting people in until someone leaves. She said all vendors will need two staff members; one to help with product and the other to take money.

MOTION: Thomas Cotter made a motion to authorize the expenditure of \$3,200 for Veneta Downtown Farmers’ Market 2020 Season as presented to City Council with funding sources identified and presented by staff. Robbie McCoy seconded the motion which passed with a vote of 4-0.

(3) Review Two-Year Work Plan

Michel said this updated two year plan extends to the end of December, which he reviewed. He said once we’re in the upcoming fiscal year, we’ll look at what the next two year work plan will look like. He said two years ago the Council prioritized five goals so this fall, he’d like the Council to discuss those goals and priorities and staff can work on achieving those goals. He asked if the Council had any questions.

(4) Questions from Councilors

Thomas Cotter said from what he reads, only cities with a population of 500,000 or more are receiving financial assistance, regarding the COVID-19 pandemic, and there wasn’t anything about rural counties or communities.

Michel said that is true, a lot of the funding assistance arising from the COVID-19 pandemic is at that high level. He said the League of Oregon Cities (LOC) is advocating for more direct small city help and access. The existing funding is focused on emergency responder or COVID-19 direct support. He said we sit in a unique position that Lane County Public Health is our resident first responder for health and safety issues. He said Chapter 8 of our Emergency Operating Plan covers pandemics and we are partnered with Lane Fire Authority (LFA) as far as operational responses. LFA is the lead agency as a front line agency and our role is truly support only. When it comes to funds coming to the City that are COVID-19 response specific we have our other partners on the front line for us. He said for example, Valley United Methodist Church (VUMC) needed a wash station and he was able to advocate for that through the County. There is talk about another round of assistance to local government but it will not be given to make up for lost revenue. An example would be Zumwalt Park ticket sales.

Thomas Cotter said we’ve been working hard on trying to get people to start businesses in our area. He said if a small business had to close doors for 30 to 60 days, the likelihood of them surviving is very low. He said it’s so unjust that small communities are trying to survive but there isn’t a funding source to aid them.

Michel said he is working with the City’s Oregon RAIN venture catalyst. We have an economic development grant from Rural Development Initiative (RDI) and the Kaufman Fund and that was largely to go to sponsoring gathering events for the entrepreneurs to create a pop up district. He said we weren’t able to pull off the spring market place and we likely will need to redesign the pop up district. He said he asked grantors if we could rework the measures and goals of the grant proposal to fit the times. He said they were receptive of that and they are developing a “Business Accelerator Crash Course”. Which will be an online program to help entrepreneurial businesses get more comfortable in the online retail market space quickly. He said Oregon RAIN said it’s become critical for upstarting businesses to have some online retail exposure. He said also, Austin Ramirez and Jenna Cusimano, from Lane County, have been doing a wonderful job of taking the lead on economic development programs. He said they have been on the County conference calls that start with the Health

Authority and hands it off to economic development. He said they're gathering funds from non-profits, along with donations from the County for rural areas, that businesses can apply for.

In response to a question from Robbie McCoy, Thomas Cotter said he was referring to small, local businesses and he was curious what was available locally and do people even know how to apply for assistance.

Robbie McCoy said if they're a Chamber member, they have the Chamber Chatter with all of that information. She said they have been working with Travel Lane County and with other Chambers so small businesses can go on the Chamber Chatter through their website and start applying.

6. OTHER

Hartz said the Budget Committee will meet at City Hall on May 21st at 5:30 p.m. She said we received the budget award again for the seventh year in a row.

Thomas Cotter wanted to remind everyone that even though the weather is getting nicer, please continue to practice safe distancing.

In response to a question from Pat Coy, Mayor Weiss said the City-wide clean-up has been postponed to a date to be determined.

7. ADJOURN

Mayor Weiss adjourned the Veneta City Council at 7:08 p.m.

XXXXXXXXXXXXXXXXXXXX
Keith Weiss, Mayor

ATTEST:

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

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Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
110 Above The Mess, LLC									
1588	1	Cleaning services CH & Co	Invoi	04/30/2020	05/12/2020	669.90	669.90	100-100-52055	Janitorial Services Cont
1588	2	Cleaning services	Invoi	04/30/2020	05/12/2020	167.48	167.48	140-140-52055	Janitorial Services Cont
1588	3	Cleaning services	Invoi	04/30/2020	05/12/2020	279.12	279.12	130-530-52055	Janitorial Contract
Total 1588:						1,116.50	1,116.50		
Total 110 Above The Mess, LLC:						1,116.50	1,116.50		
165 American Planning Assoc									
211599-2045	1	Annual chapter dues LGar	Invoi	04/21/2020	05/12/2020	55.00	55.00	140-140-51020	Professional Dues
Total 211599-2045:						55.00	55.00		
Total 165 American Planning Assoc:						55.00	55.00		
185 Analytical Laboratory Group									
126085	1	Lab services: Drinking wat	Invoi	04/02/2020	05/12/2020	176.40	176.40	210-210-53055	System Quality Tests
126085	2	Lab services: wastewater 4	Invoi	04/02/2020	05/12/2020	1,062.00	1,062.00	220-220-53055	System Quality Tests
Total 126085:						1,238.40	1,238.40		
Total 185 Analytical Laboratory Group:						1,238.40	1,238.40		
245 Banner Bank-CC									
BBCC 4/20	1	Bookshelf	Invoi	04/17/2020	05/12/2020	49.99	49.99	100-100-51500	Office Equipment & Fur
BBCC 4/20	2	MSONline 4/20	Invoi	04/17/2020	05/12/2020	37.86	37.86	100-100-52045	Computer System Sup
BBCC 4/20	3	MSONline 4/20	Invoi	04/17/2020	05/12/2020	4.01	4.01	100-160-52045	Computer System Sup
BBCC 4/20	4	MSONline 4/20	Invoi	04/17/2020	05/12/2020	.38	.38	100-170-52045	Computer System Sup
BBCC 4/20	5	MSONline 4/20	Invoi	04/17/2020	05/12/2020	8.49	8.49	130-130-52045	Computer System Sup
BBCC 4/20	6	MSONline 4/20	Invoi	04/17/2020	05/12/2020	3.37	3.37	130-520-52045	Computer System Sup
BBCC 4/20	7	MSONline 4/20	Invoi	04/17/2020	05/12/2020	11.71	11.71	140-140-52045	Computer System Sup
BBCC 4/20	8	MSONline 4/20	Invoi	04/17/2020	05/12/2020	22.72	22.72	210-210-52045	Computer System Sup
BBCC 4/20	9	MSONline 4/20	Invoi	04/17/2020	05/12/2020	26.24	26.24	220-220-52045	Computer System Sup
BBCC 4/20	10	MSONline 4/20	Invoi	04/17/2020	05/12/2020	10.21	10.21	230-230-52045	Computer System Sup
BBCC 4/20	11	MSONline 4/20	Invoi	04/17/2020	05/12/2020	3.01	3.01	240-240-52045	Computer System Sup
BBCC 4/20	12	Govnrmt Job posting	Invoi	04/17/2020	05/12/2020	175.00	175.00	100-100-51010	Admin Supplies & Servi
BBCC 4/20	13	ELGL Job posting	Invoi	04/17/2020	05/12/2020	25.00	25.00	100-100-51010	Admin Supplies & Servi
BBCC 4/20	14	ICMA Job posting	Invoi	04/17/2020	05/12/2020	75.00	75.00	100-100-51010	Admin Supplies & Servi
BBCC 4/20	15	Paper towels	Invoi	04/17/2020	05/12/2020	36.99	36.99	100-100-51010	Admin Supplies & Servi
Total BBCC 4/20:						489.98	489.98		
Total 245 Banner Bank-CC:						489.98	489.98		
255 Hendrickson, Scottie									
520	1	Monthly Newsletter May 20	Invoi	05/04/2020	05/12/2020	170.00	170.00	100-100-51095	Public Relations
Total 520:						170.00	170.00		
Total 255 Hendrickson, Scottie:						170.00	170.00		
295 Branch Engineering, Inc									
13961	1	City Park pedestrian bridge	Invoi	04/18/2020	05/12/2020	4,935.00	4,935.00	130-130-60130	Facilities Expansion
13961	2	City Park pedestrian bridge	Invoi	04/18/2020	05/12/2020	11,515.00	11,515.00	310-310-60130	System Expansion

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
Total 13961:						16,450.00	16,450.00		
13966	1	West Side Village	Invoi	04/18/2020	05/12/2020	1,286.25	1,286.25	140-140-52140	Technical Review Servi
Total 13966:						1,286.25	1,286.25		
13967	1	Madrone Ridge S-21-14	Invoi	04/18/2020	05/12/2020	498.75	498.75	140-140-52140	Technical Review Servi
Total 13967:						498.75	498.75		
Total 295 Branch Engineering, Inc:						18,235.00	18,235.00		
320 Buck's Sanitary Service									
A-136973	1	Fern Park 4/20	Invoi	04/30/2020	05/12/2020	65.00	65.00	130-130-53210	Park Maintenance
Total A-136973:						65.00	65.00		
A-136974	1	City Park 4/20	Invoi	04/30/2020	05/12/2020	65.00	65.00	130-130-53210	Park Maintenance
Total A-136974:						65.00	65.00		
A-136975	1	Skate Park 4/20	Invoi	04/30/2020	05/12/2020	98.50	98.50	130-130-53210	Park Maintenance
Total A-136975:						98.50	98.50		
Total 320 Buck's Sanitary Service:						228.50	228.50		
365 Cascade Garden Equipment									
16660	1	Hustler mower parts	Invoi	04/28/2020	05/12/2020	148.44	148.44	230-230-53130	Equipment Repairs
16660	2	Hustler mower parts	Invoi	04/28/2020	05/12/2020	148.43	148.43	130-130-53130	Equipment Repairs
Total 16660:						296.87	296.87		
Total 365 Cascade Garden Equipment:						296.87	296.87		
415 Civil West Engineering Services, Inc									
3101-010.04	1	Jack Kelley Lift Station	Invoi	05/01/2020	05/12/2020	68.50	68.50	220-220-60130	System Expansion
Total 3101-010.040:						68.50	68.50		
Total 415 Civil West Engineering Services, Inc:						68.50	68.50		
450 Cornelius Stacy									
SCORNELIU	1	Bags for Easter giveaway	Invoi	04/28/2020	05/12/2020	19.40	19.40	100-100-51095	Public Relations
Total SCORNELIUS 4/20:						19.40	19.40		
Total 450 Cornelius Stacy:						19.40	19.40		
560 EDMS Inc									
17468	1	May 2020 Past Due State	Invoi	04/20/2020	05/12/2020	62.22	62.22	210-210-51010	Admin Supplies & Servi
17468	2	May 2020 Past Due State	Invoi	04/20/2020	05/12/2020	85.81	85.81	210-210-51015	Postage
17468	3	May 2020 Past Due State	Invoi	04/20/2020	05/12/2020	93.32	93.32	220-220-51010	Admin Supplies & Servi
17468	4	May 2020 Past Due State	Invoi	04/20/2020	05/12/2020	128.72	128.72	220-220-51015	Postage

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
Total 17468:						370.07	370.07		
Total 560 EDMS Inc:						370.07	370.07		
580 Emerald Peoples Utility District									
104799 4/20	1	Skate Park	Invoi	04/22/2020	05/12/2020	31.00	31.00	130-130-53110	Electricity
Total 104799 4/20:						31.00	31.00		
107383 4/20	1	Pool	Invoi	04/22/2020	05/12/2020	570.33	570.33	130-520-54055	Pool Utilities
Total 107383 4/20:						570.33	570.33		
122635 4/20	1	Bulk water station	Invoi	04/22/2020	05/12/2020	36.48	36.48	210-210-51035	Electricity
Total 122635 4/20:						36.48	36.48		
136326 4/20	1	8th & Jack Kelly	Invoi	04/22/2020	05/12/2020	147.86	147.86	220-220-51035	Electricity
Total 136326 4/20:						147.86	147.86		
281 4/20	1	St lights	Invoi	04/22/2020	05/12/2020	2,930.35	2,930.35	230-230-51035	Electricity
Total 281 4/20:						2,930.35	2,930.35		
51043 4/20	1	City Hall	Invoi	04/22/2020	05/12/2020	303.24	303.24	100-100-51035	Electricity
51043 4/20	2	City Hall	Invoi	04/22/2020	05/12/2020	101.07	101.07	140-140-51035	Electricity
Total 51043 4/20:						404.31	404.31		
60675 4/20	1	Pine St lift	Invoi	04/22/2020	05/12/2020	255.21	255.21	220-220-51035	Electricity
Total 60675 4/20:						255.21	255.21		
61380 4/20	1	Terr Hwy & 126	Invoi	04/22/2020	05/12/2020	32.55	32.55	220-220-51035	Electricity
Total 61380 4/20:						32.55	32.55		
8229 4/20	1	Terr pump	Invoi	04/22/2020	05/12/2020	32.82	32.82	210-210-51035	Electricity
Total 8229 4/20:						32.82	32.82		
Total 580 Emerald Peoples Utility District:						4,440.91	4,440.91		
642 FCS Group									
3067-220040	1	Transportation SDC	Invoi	04/17/2020	05/12/2020	457.50	457.50	310-310-52290	Other Professional Ser
Total 3067-22004054:						457.50	457.50		
Total 642 FCS Group:						457.50	457.50		
645 FEI #3011 Waterworks									
51218 4/20	1	System needs	Invoi	04/30/2020	05/12/2020	1,160.21	1,160.21	210-210-53040	System Maintenance
Total 51218 4/20:						1,160.21	1,160.21		

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
Total 645 FEI #3011 Waterworks:						1,160.21	1,160.21		
655 Fern Ridge School District 28J									
FRSD 4/20	1	Excise tax - April 2020	Invoi	04/04/2020	05/12/2020	4,982.83	4,982.83	100-000-20010	Accounts Payable
Total FRSD 4/20:						4,982.83	4,982.83		
Total 655 Fern Ridge School District 28J:						4,982.83	4,982.83		
750 Greenhill Humane Society									
3578	1	Monthly fee for sheltering s	Invoi	05/01/2020	05/12/2020	50.00	50.00	100-170-52110	Animal Control Contrac
Total 3578:						50.00	50.00		
Total 750 Greenhill Humane Society:						50.00	50.00		
780 Hartz Shauna									
SHARTZ 4/2	1	Flowers for Janitors	Invoi	04/30/2020	05/12/2020	25.98	25.98	100-100-51095	Public Relations
Total SHARTZ 4/20:						25.98	25.98		
Total 780 Hartz Shauna:						25.98	25.98		
840 Industrial Source									
1754984	1	Pool C02	Invoi	04/30/2020	05/12/2020	83.95	83.95	130-520-54020	Pool Operating Supplie
Total 1754984:						83.95	83.95		
Total 840 Industrial Source:						83.95	83.95		
980 Lane County Accounts Receivable									
LCAR 4/20	1	Assessments collected les	Invoi	05/04/2020	05/12/2020	70.12	70.12	100-000-20330	County Assessment Pa
Total LCAR 4/20:						70.12	70.12		
Total 980 Lane County Accounts Receivable:						70.12	70.12		
1015 Lane Electric Coop Inc									
42002 4/20	1	C Center	Invoi	04/30/2020	05/12/2020	261.83	261.83	130-130-51035	Electricity
Total 42002 4/20:						261.83	261.83		
42007 4/20	1	Welcome light sign	Invoi	04/30/2020	05/12/2020	145.86	145.86	100-100-51100	Welcome Sign Mainten
Total 42007 4/20:						145.86	145.86		
42008 4/20	1	Sewer Plant	Invoi	04/30/2020	05/12/2020	4,190.81	4,190.81	220-220-51035	Electricity
Total 42008 4/20:						4,190.81	4,190.81		
42009 4/20	1	Water tower pumps	Invoi	04/30/2020	05/12/2020	182.98	182.98	210-210-51035	Electricity
Total 42009 4/20:						182.98	182.98		
42012 4/20	1	St Lights	Invoi	04/30/2020	05/12/2020	1,283.72	1,283.72	230-230-51035	Electricity

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
Total 42012 4/20:						1,283.72	1,283.72		
42013 4/20	1	Huston & Tidball	Invoi	04/30/2020	05/12/2020	74.44	74.44	210-210-51035	Electricity
Total 42013 4/20:						74.44	74.44		
Total 1015 Lane Electric Coop Inc:						6,139.64	6,139.64		
1025 Lane Forest Products									
E920581-01	1	Hemlock bark	Invoi	04/01/2020	05/12/2020	666.00	666.00	230-230-53070	Landscape Maint & Su
Total E920581-01:						666.00	666.00		
Total 1025 Lane Forest Products:						666.00	666.00		
1075 Long Tom Watershed Council									
626	1	Stormwater manual consul	Invoi	04/20/2020	05/12/2020	125.00	125.00	240-240-52290	Other Professional Ser
Total 626:						125.00	125.00		
Total 1075 Long Tom Watershed Council:						125.00	125.00		
1150 Mid-State Industrial Svc									
186323	1	Monthly Contract 4/20	Invoi	04/30/2020	05/12/2020	2,255.00	2,255.00	230-230-53150	Street Sweeping Contr
Total 186323:						2,255.00	2,255.00		
Total 1150 Mid-State Industrial Svc:						2,255.00	2,255.00		
1160 Mid-Valley Tractor Co									
43919	1	Fule filter cover	Invoi	04/30/2020	05/12/2020	32.03	32.03	220-220-53130	Equipment Repairs
Total 43919:						32.03	32.03		
44006	1	Walker mower parts	Invoi	04/30/2020	05/12/2020	46.49	46.49	130-130-53130	Equipment Repairs
44006	2	Walker mower parts	Invoi	04/30/2020	05/12/2020	46.49	46.49	230-230-53130	Equipment Repairs
Total 44006:						92.98	92.98		
Total 1160 Mid-Valley Tractor Co:						125.01	125.01		
1200 Net Assets									
88-202004	1	Lien search fees 4/20	Invoi	05/01/2020	05/12/2020	269.00	269.00	100-100-51010	Admin Supplies & Servi
Total 88-202004:						269.00	269.00		
Total 1200 Net Assets:						269.00	269.00		
1245 One Call Concepts Inc									
40506	1	Utility Locates - Water	Invoi	04/30/2020	05/12/2020	21.00	21.00	210-210-51030	Telephone Services
40506	2	Utility Locates - Sewer	Invoi	04/30/2020	05/12/2020	21.00	21.00	220-220-51030	Telephone Services
Total 40506:						42.00	42.00		
Total 1245 One Call Concepts Inc:						42.00	42.00		

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
1305 Oregon Dept of Consumer and Business									
DCBS 4/20	1	St Surcharges April 2020	Invoi	05/05/2020	05/12/2020	1,156.56	1,156.56	100-000-20275	Building Surcharges Pa
DCBS 4/20	2	St Surcharges April 2020	Invoi	05/05/2020	05/12/2020	166.44	166.44	100-000-20280	Electrical Surcharges P
Total DCBS 4/20:						1,323.00	1,323.00		
Total 1305 Oregon Dept of Consumer and Business:						1,323.00	1,323.00		
1315 Oregon Dept of Enviromental Quality									
WQ21WSC-0	1	WW Certificate renewal-7/1	Invoi	04/29/2020	05/12/2020	100.00	100.00	220-220-51010	Admin Supplies & Servi
Total WQ21WSC-0079:						100.00	100.00		
Total 1315 Oregon Dept of Enviromental Quality:						100.00	100.00		
1345 Oregon Dept of Revenue-Court									
ODOR 4/20	1	Unitary Assessments w/ ot	Invoi	05/04/2020	05/12/2020	73.00	73.00	100-000-20320	State Assessments Pay
ODOR 4/20	2	Unitary Assessments w/ ot	Invoi	05/04/2020	05/12/2020	2.90	2.90	100-000-20330	County Assessment Pa
Total ODOR 4/20:						75.90	75.90		
Total 1345 Oregon Dept of Revenue-Court:						75.90	75.90		
1405 O'Reilly Automotive, Inc									
1624482 4/2	1	Various Needs	Invoi	04/28/2020	05/12/2020	39.92	39.92	130-130-53130	Equipment Repairs
1624482 4/2	2	Various Needs	Invoi	04/28/2020	05/12/2020	39.91	39.91	230-230-53130	Equipment Repairs
Total 1624482 4/20:						79.83	79.83		
Total 1405 O'Reilly Automotive, Inc:						79.83	79.83		
1560 Ricoh USA, Inc.									
5059389372	1	Color copier supplies/servi	Invoi	04/22/2020	05/12/2020	43.70	43.70	140-140-51065	Office Machine Mainten
Total 5059389372:						43.70	43.70		
Total 1560 Ricoh USA, Inc.:						43.70	43.70		
1605 Sanipac									
3517940	1	Trash Haul-Act #2013-200	Invoi	05/01/2020	05/12/2020	114.47	114.47	220-220-53050	WW Plant Maintenance
3517940	2	Trash Haul-Act #2013-200	Invoi	05/01/2020	05/12/2020	135.88	135.88	130-520-54045	Pool Bldg Janitorial - M
Total 3517940:						250.35	250.35		
3517966	1	Street debris-Act #2013-30	Invoi	05/01/2020	05/12/2020	456.40	456.40	230-230-53045	Street Maintenance
Total 3517966:						456.40	456.40		
Total 1605 Sanipac:						706.75	706.75		
1625 Kyle Schauer									
KSCHAUER	1	Cell phone stipend/repair	Invoi	04/30/2020	05/12/2020	100.00	100.00	210-210-51030	Telephone Services
Total KSCHAUER 3/20 & 4/20:						100.00	100.00		
Total 1625 Kyle Schauer:						100.00	100.00		

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
1700 Sprint									
886952530-1	1	Cell phones	Invoi	04/27/2020	05/12/2020	36.77	36.77	100-100-51030	Telephone Services
886952530-1	2	Cell phones	Invoi	04/27/2020	05/12/2020	36.77	36.77	130-130-51030	Telephone Services
886952530-1	3	Cell phones	Invoi	04/27/2020	05/12/2020	54.08	54.08	210-210-51030	Telephone Services
886952530-1	4	Cell phones	Invoi	04/27/2020	05/12/2020	54.08	54.08	220-220-51030	Telephone Services
886952530-1	5	Cell phones	Invoi	04/27/2020	05/12/2020	34.60	34.60	230-230-51030	Telephone Services
Total 886952530-173:						216.30	216.30		
Total 1700 Sprint:						216.30	216.30		
1715 Staples Credit Plan									
STAPLES 4/2	1	Various office needs- Gene	Invoi	04/15/2020	05/12/2020	35.89	35.89	100-100-51010	Admin Supplies & Servi
STAPLES 4/2	2	Various office needs - Park	Invoi	04/15/2020	05/12/2020	4.38	4.38	130-130-51010	Admin Supplies & Servi
STAPLES 4/2	3	Various office needs- Plann	Invoi	04/15/2020	05/12/2020	3.12	3.12	140-140-51010	Admin Supplies & Serv
STAPLES 4/2	4	Various office needs - Wate	Invoi	04/15/2020	05/12/2020	52.00	52.00	210-210-51010	Admin Supplies & Servi
STAPLES 4/2	5	Various office needs - Sew	Invoi	04/15/2020	05/12/2020	59.77	59.77	220-220-51010	Admin Supplies & Servi
STAPLES 4/2	6	Various office needs - stree	Invoi	04/15/2020	05/12/2020	4.83	4.83	230-230-51010	Admin Supplies & Servi
STAPLES 4/2	7	Various office needs - Stor	Invoi	04/15/2020	05/12/2020	7.85	7.85	240-240-51010	Admin Supplies & Servi
Total STAPLES 4/20:						167.84	167.84		
Total 1715 Staples Credit Plan:						167.84	167.84		
1760 Thermo Imaging & Analysis, LLC									
5308	1	Farmers Mrkt-electrical	Invoi	04/27/2020	05/12/2020	363.64	363.64	100-100-51050	Building Maint & Janitor
Total 5308:						363.64	363.64		
5309	1	Troubleshoot wiring	Invoi	04/30/2020	05/12/2020	190.00	190.00	100-100-51050	Building Maint & Janitor
Total 5309:						190.00	190.00		
Total 1760 Thermo Imaging & Analysis, LLC:						553.64	553.64		
1855 Veneta Ace Hardware									
400 4/20	1	Various needs	Invoi	04/30/2020	05/12/2020	5.75	5.75	100-100-51050	Building Maint & Janitor
400 4/20	2	Various needs	Invoi	04/30/2020	05/12/2020	1.43	1.43	140-140-51050	Building Maint & Janitor
400 4/20	3	Various needs	Invoi	04/30/2020	05/12/2020	49.34	49.34	130-130-53210	Park Maintenance
400 4/20	4	Various needs	Invoi	04/30/2020	05/12/2020	172.40	172.40	130-520-54040	Pool Maintenance
400 4/20	5	Various needs	Invoi	04/30/2020	05/12/2020	21.64	21.64	130-130-53130	Equipment Repairs
400 4/20	6	Various needs	Invoi	04/30/2020	05/12/2020	38.15	38.15	230-230-53130	Equipment Repairs
400 4/20	7	Various needs	Invoi	04/30/2020	05/12/2020	28.75	28.75	230-230-53070	Landscape Maint & Su
400 4/20	8	Various needs	Invoi	04/30/2020	05/12/2020	22.31	22.31	210-210-53020	System Operating Sup
Total 400 4/20:						339.77	339.77		
Total 1855 Veneta Ace Hardware:						339.77	339.77		
1875 Veneta Veterinary Hospital									
PER END 4/	1	Spay/neuter feral program	Invoi	04/20/2020	05/12/2020	700.00	700.00	100-170-51122	Animal Control Feral Pr
Total PER END 4/20/20:						700.00	700.00		
Total 1875 Veneta Veterinary Hospital:						700.00	700.00		

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
1976 UB Refunds									
7651.02 CHA	1	Customer deposit refunds	Invoi	03/19/2019	03/26/2019	17.57	17.57	999-000-10140	Cash Clearing UM
7651.02 CHA	2	Customer deposit refunds	Adju	03/19/2019	03/26/2019	17.57-	17.57-	999-000-10140	Cash Clearing UM
7651.02 CHA		Chk No: 23927 (1)	Calc	03/26/2019			17.57-	999-000-20010	Cash Clearing UM
Total 7651.02 CHASTAIN:						.00	17.57-		
Total 1976 UB Refunds:						.00	17.57-		
1978 Other Refunds									
THOMPSON	1	C Ctr rental refund	Invoi	04/28/2020	05/12/2020	65.00	65.00	130-130-51105	Refunds
Total THOMPSON 4/20:						65.00	65.00		
Total 1978 Other Refunds:						65.00	65.00		
2049 Cameron McCarthy									
2020.05.192	1	Recreation & Open Space	Invoi	05/01/2020	05/12/2020	3,638.75	3,638.75	310-310-52290	Other Professional Ser
Total 2020.05.1925G:						3,638.75	3,638.75		
Total 2049 Cameron McCarthy:						3,638.75	3,638.75		
2087 Michel, Matt									
MMICHEL 3/	1	MMichel-Phone/lpad stipen	Invoi	05/07/2020	05/12/2020	150.00	150.00	100-100-51030	Telephone Services
MMICHEL 3/	2	MMichel-Dues	Invoi	05/07/2020	05/12/2020	40.00	40.00	100-100-51020	Professional Dues
MMICHEL 3/	3	MMichel-Gen	Invoi	05/07/2020	05/12/2020	35.65	35.65	100-100-51010	Admin Supplies & Servi
MMICHEL 3/	4	MMichel-Publ Relation	Invoi	05/07/2020	05/12/2020	39.47	39.47	100-100-51095	Public Relations
Total MMICHEL 3/20 & 4/20:						265.12	265.12		
Total 2087 Michel, Matt:						265.12	265.12		
Total :						51,556.97	51,539.40		
Grand Totals:						51,556.97	51,539.40		

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
03/19	17.57	17.57-	.00
02/20	.00	17.57-	17.57-
04/20	51,556.97	.00	51,556.97
Grand Totals:	51,574.54	35.14-	51,539.40



CITY OF VENETA - CIVIC CALENDAR - JUNE 2020

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

2	Veneta Planning Commission Meeting - City Hall	Cancelled
3	Veneta Park Board Meeting - City Hall	Cancelled
8	Veneta City Council Meeting - Includes Public Hearings on Uses of State Shared Revenue & the Approved Fiscal Year 2020-2021 Budget - City Hall Veneta Urban Renewal Agency Meeting - Includes Public Hearing on the Approved Fiscal Year 2020-2021 Budget - immediately following	6:30 p.m.
10	Economic Development Committee Meeting - City Hall	2:00 p.m.
18	Municipal Court - City Hall	8:30 a.m.
21	Happy Father's Day 	
22	Veneta City Council Meeting - City Hall	6:30 p.m.

Calendar updates will be posted on the City's website at www.venetaoregon.gov
 This Civic Calendar was sent to: Fern Ridge Review, Fern Ridge School District 28J,
 Fern Ridge Public Library, and Lane Fire Authority

All City of Veneta Ordinances are available for review at City Hall (88184 8th St.) prior to and after City Council adoption

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MEMORANDUM

TO: Sgt. Sieczkowski, Lane County Sheriff's Office DATE: April 28, 2020
FROM: Darci Henneman, City Recorder
SUBJECT: Request for Liquor License for a new business – Grocery Outlet

Attached is a Liquor License application for a new business that proposes to locate at 25110 Jeans Rd., Veneta, OR.

Please review and indicate your unconditional approval, approval with conditions or denial by dating and initialing where indicated and return it to me at your earliest convenience. This request will be submitted to the City Council at the **May 11, 2020** meeting.

If you feel the application should be conditionally approved or denied, please provide additional information.



_____ UNCONDITIONAL APPROVAL

_____ APPROVAL WITH CONDITIONS (complete reverse side of this memorandum)

_____ DENIAL (complete reverse side of this memorandum)

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OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

RECEIVED

APR 28 2020

OLCC - Eugene

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received: 4/28/2020
<input type="checkbox"/> Brewery 2 nd Location	Name of City or County: CITY OF VENETA
<input type="checkbox"/> Brewery 3 rd Location	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 1 st location	By: MATT MICHEL, CITY ADMINISTRATOR
<input type="checkbox"/> Brewery-Public House 2 nd location	Date:
<input type="checkbox"/> Brewery-Public House 3 rd location	
<input type="checkbox"/> Distillery	
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1 st location	
<input type="checkbox"/> Grower Sales Privilege 2 nd location	
<input type="checkbox"/> Grower Sales Privilege 3 rd location	
<input type="checkbox"/> Limited On-Premises	
<input checked="" type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
<input type="checkbox"/> Winery 2 nd Location	
<input type="checkbox"/> Winery 3 rd Location	
	OLCC USE ONLY
	Date application received: 4/28/20
	By: <i>[Signature]</i>
	Date application accepted as initially complete:
	By: N/O
	License Action(s):

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

JAK Inc.
(Applicant #1)

Grocery Outlet Inc.
(Applicant #2)

(Applicant #3)

(Applicant #4)

OLCC USE ONLY	OLCC FINANCIAL SERVICES USE ONLY



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

3. Applicant #1 <i>JAK Inc.</i>		Applicant #2 Grocery Outlet Inc.	
Applicant #3		Applicant #4	
4. Trade Name of the Business (Name Customers Will See) <i>Grocery Outlet of Veneta</i>			
5. Business Address (Number and Street Address of the Location that will have the liquor license) <i>25110 Jeans Rd</i>			
City <i>Veneta</i>	County <i>Lane</i>	Zip Code <i>97487</i>	
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) XXXXXXXXXXXXXXXXXXXX			
City <i>Veneta</i>	State <i>OR</i>	Zip Code <i>97487</i>	
9. Phone Number of the Business Location XXXXXXXXXXXX		Email Contact for this Application XXXXXXXXXXXXXXXXXXXX	
Contact Person for this Application <i>Kristina Moore</i>		Phone Number XXXXXXXXXXXX	
Mailing Address XXXXXXXXXXXXXXXXXXXX	City <i>Veneta</i>	State <i>OR</i>	Zip Code <i>97487</i>

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

~~XXXXXXXXXXXXXXXXXXXX~~

(Applicant #1)

~~XXXXXXXXXXXXXXXXXXXX~~

(Applicant #2)

(Applicant #3)

(Applicant #4)

PO Box 458 * Veneta, OR 97487 * 541-935-2191 * 541-935-1838 * www.VenetaOregon.gov

ORGANIZATION: Elmira High School

APPLICANT: Sarah Wartenbee

DATE OF PARADE: 6/5/20 START TIME: 6:00 ENDING TIME: 8:00

PURPOSE OF PARADE: Graduation "Ceremony" due to COVID-19 closures

I/We agree to comply with all rules, regulations and special conditions governing this parade permit for the use of City of Veneta streets, parks, and/or city facilities. *and stipulations*

THIS PERMIT DOES NOT AUTHORIZE USE OF STATE HIGHWAYS OR NON-CITY PROPERTIES. PERMITS FROM OREGON DEPT. OF TRANSPORTATION (ODOT) AND/OR OTHER AGENCIES ARE REQUIRED IF YOUR PARADE ROUTE INCLUDES STATE OR COUNTY ROADS AND/OR HIGHWAYS.

I/We agree to be responsible for all application clean-up, any additional charges for law enforcement personnel, and compliance with all applicable governmental and/or law enforcement rules, regulations, and approvals.

IN ADDITION I/WE WILL PROVIDE THE CITY WITH A CERTIFICATE OF INSURANCE NAMING THE CITY AS AN ADDITIONAL INSURED.

In the event that I/We do not comply with the City's rules, regulations and special conditions, I/We understand that the City of Veneta may immediately revoke and terminate this parade permit. (See reverse side for applicable special conditions).

4/20/2020
Date

Sarah Wartenbee
Signature of Applicant or Authorized Agent

~~XXXXXXXXXXXXXXXXXXXX~~
Home Phone

~~XXXXXXXXXXXXXXXXXXXX~~
Cell Phone

541-935-8200 x2202
Work Phone

Pick Gardner
Alternate Contact Person

~~XXXXXXXXXXXXXXXXXXXX~~
Home Phone

~~XXXXXXXXXXXXXXXXXXXX~~
Cell Phone

PARADE PERMIT

It appearing from the above application that the prosed parade is not to be held for any unlawful purpose and will not in any manner tend to a breach of the piece, cause damage or unreasonably interfere with the public use of the streets, or the peace and quiet of the inhabitants of this City. This permit is issued in accordance with Veneta Municipal Code 10.05.090 and is only valid for the use of City streets or facilities.

NOW, THEREFORE, the above-named _____, is hereby granted a permit for a parade at the time and date specified for the use of City streets, parks and facilities as shown on the attached parade permit.

DATED this _____ day of _____, 20____.

City Administrator

SPECIAL CONDITIONS FOR PARADE PERMIT

THE PERMIT HOLDER SHALL COMPLY WITH EACH SPECIAL CONDITIONS BY INITIALING ALL CONDITIONS LISTED BELOW. FAILURE TO COMPLY WITH ANY ONE OF THE SPECIAL CONDITIONS OR REQUIREMENTS SHALL BE SUFFICIENT FOR THE CITY OF VENETA TO REVOKE OR TERMINATE THIS PARADE PERMIT.

	SPECIAL CONDITIONS	INITIALS
1.	This permit holder shall hold the City of Veneta harmless from all liability, expense, cost or damages which may be claimed against, incurred or suffered by the City of Veneta as a result of the actions of any individual, member, officer, agent, invitee or other participant in conjunction with the parade or any detour of traffic.	SW
2.	Lane Fire Authority has been provided with a copy of this permit and the current parade route seven (7) days prior to the parade taking place.	SW
	REQUIREMENTS	
3.	Traffic Controls and signs shall be installed as follows: _____	SW
4.	Uniform sheriff's deputies or reserve deputies shall direct traffic at the following intersections: _____	SW
5.	Parade marshals shall be provided to direct traffic at the following intersections: _____	SW
6.	Describe the Parade Route (attach route) See attached	SW

SIGNATURE REQUIRED FROM THE DEPARTMENT CONDUCTING THE TRAFFIC CONTROL. SIGNATURE REPRESENTS AWARENESS OF THE EVENT AND ASSURANCE/AGREEMENT POLICE WILL BE MONITORING THE EVENT. POLICE INFORMATION AND SIGNATURE HERE.

PRINT NAME: Sgt. Steve Szelcowski DEPARTMENT: L.C.S.O
 SIGNATURE: [Redacted Signature] DATE: 5/7/20
 PHONE NUMBER: [Redacted Phone Number]

PRIOR TO ISSUING A PARADE PERMIT, THE FOLLOWING MUST BE PROVIDED:

- Certificate of Insurance
- Approval from the Oregon Dept. of Transportation (ODOT) must be obtained for the use of ~~Temporary Road~~ Highway 126. Contact ODOT at 541-726-2526 for a permit application. Permit approval can take up to four weeks.
- Approval from the Lane County Public Works Department shall be obtained for the use of County Road. Contact Lane County Public Works at 541-582-6902 for a permit application. Permit approval can take a minimum of 6 weeks.

I, Sarah Wartenbee, hereby certify that I will comply with City of Veneta ordinances pertaining to this permit. I also understand this permit is not valid without the necessary permits from the above mentioned agencies and a Certificate of Insurance.

4/20/2020
Date

[Redacted Signature]
Signature of Applicant or Authorized Agent

S:\FORMS\Public Works\parade permt.docx



Students will stage floats and drivers in the parking lot near Cup of Joe. Students will have to unload back at this parking lot and meet floats back at the high school for clean-up.

City of Veneta Monthly Police Activity- February 2020

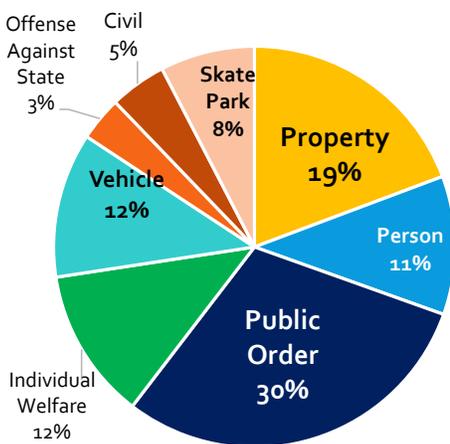
Prepared by Sgt. Steve Sieczkowski, LCSD

Calls for Service by Incident Types:

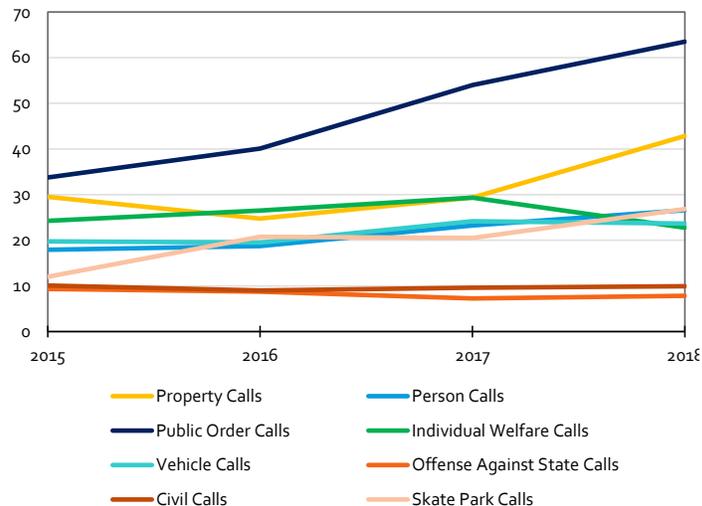
Incident Type	Calls	Same Month of Prior Year	Calls 5-Year Average	Cases	Same Month of Prior Year	Cases 5-Year Average
Property (Thefts, Criminal Mischief, Trespass, UUV, UEMV, Fraud)	38	45	27	16	21	14
Person (Assaults, Menacing, Harassment, Viol. Restraining Order)	22	13	15	8	2	3
Public Order (Disorderly Subjects, Suspicious Vehicles/Persons, Citizen Contacts, Dog/Noise)	59	66	35	0	0	1
Individual Welfare (Welfare Checks, Missing Persons, Overdose, Suicidal Subjects)	24	12	29	4	0	6
Vehicle (DUII, DWS, Illegal Parking/Vehicles, Traffic Hazard)	23	29	18	2	4	4
Offense Against State (Drug, Warrants, Local City Ord)	7	10	9	3	4	5
Civil (Civil Service, Eviction Process)	9	7	7	0	1	0
Skate Park	15	18	16	1	0	0
Total	197	200	152	34	32	33

89 uncounted calls

Current Month Calls by Type



Prior Year Monthly Averages by Call Type



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City of Veneta Monthly Police Activity- March 2020

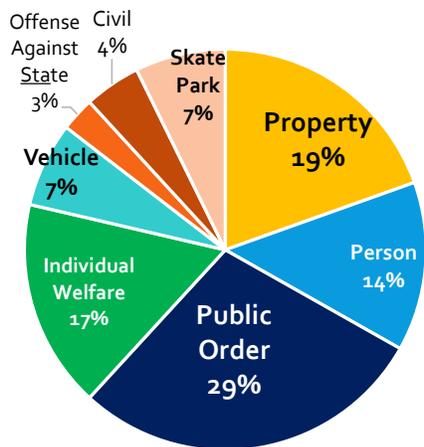
Prepared by Sgt. Steve Sieczkowski, LCSO

Calls for Service by Incident Types:

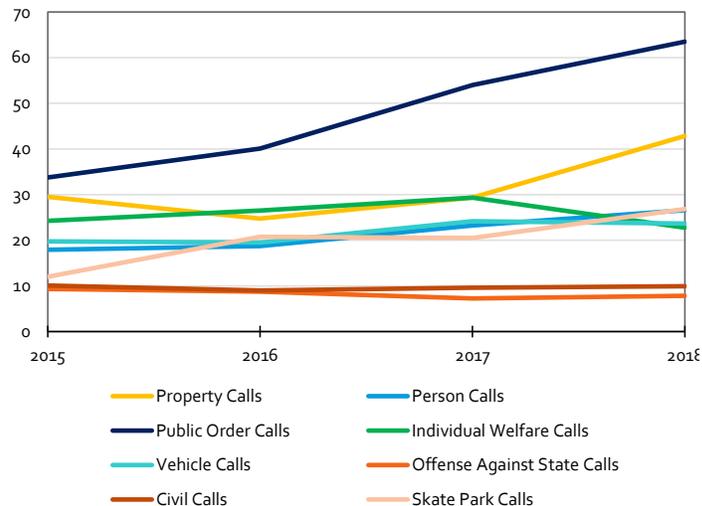
Incident Type	Calls	Same Month of Prior Year	Calls 5-Year Average	Cases	Same Month of Prior Year	Cases 5-Year Average
Property (Thefts, Criminal Mischief, Trespass, UUV, UEMV, Fraud)	43	37	31	18	20	16
Person (Assaults, Menacing, Harassment, Viol. Restraining Order)	30	24	22	6	6	4
Public Order (Disorderly Subjects, Suspicious Vehicles/Persons, Citizen Contacts, Dog/Noise)	63	70	41	0	1	1
Individual Welfare (Welfare Checks, Missing Persons, Overdose, Suicidal Subjects)	37	29	25	7	2	7
Vehicle (DUII, DWS, Illegal Parking/Vehicles, Traffic Hazard)	15	27	20	4	5	3
Offense Against State (Drug, Warrants, Local City Ord)	6	10	8	6	8	7
Civil (Civil Service, Eviction Process)	10	12	6	0	0	1
Skate Park	16	42	15	0	1	0
Total	220	251	164	41	43	37

83 uncounted calls

Current Month Calls by Type



Prior Year Monthly Averages by Call Type



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City of Veneta Monthly Police Activity- April 2020

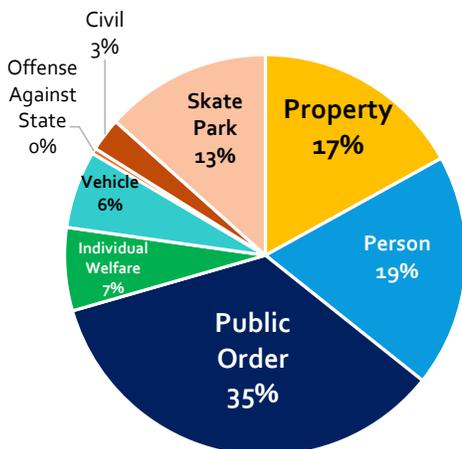
Prepared by Sgt. Steve Sieczkowski, LCSO

Calls for Service by Incident Types:

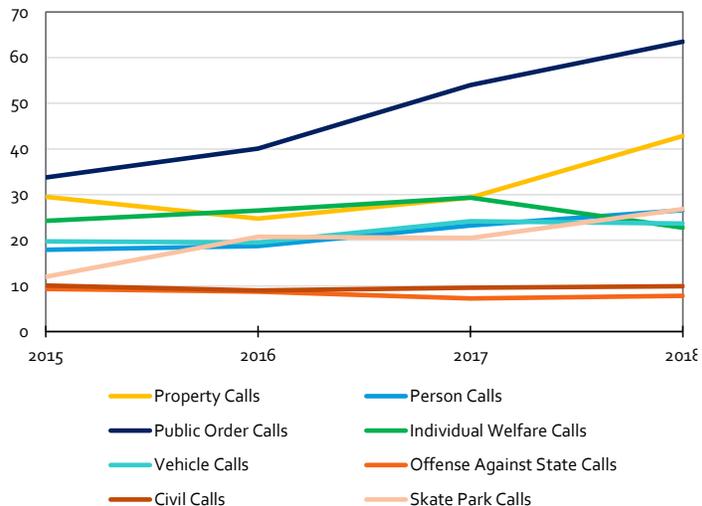
Incident Type	Calls	Same Month of Prior Year	Calls 5-Year Average	Cases	Same Month of Prior Year	Cases 5-Year Average
Property (Thefts, Criminal Mischief, Trespass, UUV, UEMV, Fraud)	38	42	32	12	15	18
Person (Assaults, Menacing, Harassment, Viol. Restraining Order)	42	19	18	4	3	2
Public Order (Disorderly Subjects, Suspicious Vehicles/Persons, Citizen Contacts, Dog/Noise)	78	66	44	2	1	2
Individual Welfare (Welfare Checks, Missing Persons, Overdose, Suicidal Subjects)	15	23	25	2	0	5
Vehicle (DUII, DWS, Illegal Parking/Vehicles, Traffic Hazard)	14	32	19	5	8	6
Offense Against State (Drug, Warrants, Local City Ord)	1	7	7	1	5	5
Civil (Civil Service, Eviction Process)	6	5	13	0	0	2
Skate Park	30	30	22	0	0	0
Total	224	224	172	26	32	39

125 uncounted calls

Current Month Calls by Type



Prior Year Monthly Averages by Call Type



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City of Veneta

National Public Works Week Proclamation

May 17 – 23, 2020

“It Starts Here”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Veneta; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Veneta to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Keith Weiss, Mayor of the City of Veneta, do hereby designate the week May 17 – 23, 2020 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of May, 2020.

XXXXXXXXXXXXXXXXXXXX
Keith Weiss, Mayor, City of Veneta

ATTEST:

XXXXXXXXXXXXXXXXXXXX
Darci Henneman, City Recorder

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VENETA CITY COUNCIL

AGENDA ITEM SUMMARY

TITLE/TOPIC: Modifications to Lane County Law Enforcement Intergovernmental Agreement for Police Services & Related Intergovernmental Agreement with the Fern Ridge School District

Meeting Date: May 11, 2020
Department: Administration

Staff Contact: Matt Michel, City Administrator
Email: mmichel@ci.veneta.or.us
Telephone Number: 541-935-2191 Ext.306

ISSUE STATEMENT

Does the City Council wish to:

- 1) modify the City's law enforcement intergovernmental agreement with Lane County to change the Full Time Equivalency (FTE) for deputies from 4.0 FTE to 5.0 FTE to provide a School Resource Deputy to the Fern Ridge School District,
- 2) change the sergeant FTE from 0.5 to 0.75 to supervise 5 deputies, and
- 3) enter into an intergovernmental agreement with the Fern Ridge School District (FRSD) to share funding for a School Resource Deputy?

BACKGROUND

The City extended a counteroffer to partner with the Fern Ridge School District (FRSD) and Lane County Sheriff's Office (LCSO) to provide a School Resource Deputy (SRD) for the FRSD through the City's contract with LCSO for police services.

Staff has prepared a draft contract with the Lane County Sherriff's Office (LCSO) for police services that includes enhanced service from the sergeant and a School Resource Deputy (SRD). Staff has also prepared a draft contract with the Fern Ridge School District to share the cost of the SRD.

The FRSD would fund the SRD from funds received from the Student Success Act (Act). However, the revenue resource for the Act is the corporate income tax, which is expected to be negatively impacted by the economic impact of the pandemic. Should the Act's funding be reduced to a point that the FRSD would not be able to fund their SRD share, the City and LCSO would amend the contract to remove the SRD position and the enhanced sergeant FTE.

Additionally, if the SRD position is funded by the FRSD, the City would need to address funding the enhanced service of the sergeant and the City's share of the SRD. The City Council previously explored adopting a new monthly public safety fee. Staff would bring forward a proposed fee level if the SRD position does get funded.

CITY COUNCIL OPTIONS

1. Authorize the City Administrator to enter into an intergovernmental agreement with Lane County for police services, and a separate but related intergovernmental agreement with the Fern Ridge School District to share the cost of a School Resource Deputy.
2. Direct the City Administrator to revise the intergovernmental agreements as directed by City Council.

RELATED CITY POLICIES

None

CITY ADMINISTRATOR’S RECOMMENDATION

I recommend authorizing the two intergovernmental agreements with the understanding that if the FRSD doesn’t receive state funding for the SRD, the City’s agreement with the Lane County will be amended to reflect current levels of service (4.0 FTE deputies and 0.5 FTE sergeant).

SUGGESTED MOTION

I make a motion to authorize the City Administrator to sign the intergovernmental agreement with Lane County and the intergovernmental agreement with the Fern Ridge School District.

ATTACHMENTS

1. Draft Lane County–City of Veneta Law Enforcement Intergovernmental Agreement
2. Draft Fern Ridge School District–City of Veneta Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
(CONTRACT FORM A-2, 2020 EDITION)**

Contract Title: Law Enforcement Services for City of Veneta

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon (“County”), and the City of Veneta, a municipal corporation (“City”), referred to collectively in this Agreement as the parties.

County and City agree as follows:

1. RECITALS

- 1.1 ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
- 1.2 The parties to the Agreement desire that a certain level of police services be provided to City through an agreement with County.
- 1.3 County is willing to provide police services to City, as described in Exhibit B.
- 1.4 County is willing to provide an additional Deputy Sheriff as a designated School Resource Deputy (“SRD”), with duties and requirements as described in Exhibit B. The SRD will primarily serve the Fern Ridge School District (District),
- 1.5 Funding for the SRD position requires agreement on funding between City and District, which will be negotiated on a year-to-year basis between City and District. If City and District do not enter into an agreement for funding each year prior to August 1, County will not furnish staffing for the SRD for that year. .
- 1.6 This Agreement replaces prior agreements between County and City for police services.

2. SCOPE OF AGREEMENT

2.1 County will:

- .1 provide certified police services to City with four (4) Deputy Sheriffs, one (1) Designated SRD if notice of funding has been provided to County by August 1 of that year, and one (1) partial-time Sergeant.
- .2 supply necessary equipment utilized by police services.
- .3 provide and fulfill police services to City as described in Exhibit B.
- .4 appoint an employee of the Sheriff’s Office who will act as coordinating agent to provide correspondence and communications between the parties to this Agreement.
- .5 allow the use of any facilities as available for meetings, trainings, community events or other use as agreed upon by the parties, subject to each entity’s facilities use policies and procedures.

2.2 City will:

- .1 provide office space and equipment for officers’ use.
- .2 pay County rate established in Exhibit A.
- .3 collaborate with County as described in Exhibit B.
- .4 appoint an official of the City who will act as coordinating agent to provide correspondence and communications between the parties to this Agreement.
- .5 allow the use of any facilities as available for meetings, trainings, community events or other use as agreed upon by the parties, subject to each entity’s facilities use policies and procedures. City shall include a similar term within its agreement with District.

- .6 pay any additional costs incurred by County in enforcing City ordinances other than City ordinances that adopt state law by reference as a result of this contract (e.g. towing charges, ambulance and medical fees for incidents which occur within the City limits).
- .7 each year of this Agreement, provide notice to County to County by August 1 whether if funding is to be provided for a designated SRD for that year.

3. DOCUMENTS FORMING THE AGREEMENT

- 3.1 The Agreement.** The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement.
- 3.2 Exhibits.** With this document, the following exhibits are incorporated into the Agreement:
 - Exhibit A City of Veneta Law Enforcement Service Rates
 - Exhibit B Scope of Work

4. CONSIDERATION AND PAYMENT

- 4.1 In consideration for City’s performance under this Agreement, County will:**
 - .1 provide services as described in Exhibit B – Scope of Work . The County certifies sufficient funds are available and authorized for expenditure to finance costs of this agreement during the current fiscal year. Funding during future fiscal years shall be subject to budget approval by the County Board of Commission.
 - .2 invoice City each quarter during the months of September, December, March and June. Payment will be due within thirty (30) days of billing date.
 - .3 renegotiate annually to the mutual satisfaction of both parties. In the event the parties cannot come to agreement on a revised compensation amount, either party may elect to terminate this Agreement according to Section 7 below.
- 4.2 In consideration for County's performance under this Agreement, City will:**
 - .1 subject to entering into the City/District Agreement referenced in Recital 1.5, pay County for the 2020-2021 fiscal year SRD position.
 - .2 pay County the rate established in Exhibit A for four (4) Deputy Sheriffs in four (4) equal payments commencing July 1, as provided herein for the services provided. If City has provided funding for a designated SRD, City will pay in addition the rate established for the SRD established in Exhibit A in three (3) equal quarterly payments, commencing October 1, as provided herein.S

5. EFFECTIVE DATE AND DURATION

- 5.1 Effective Date.** Upon the signature of all parties, this Agreement is effective July 1, 2020.
- 5.2 Duration.** Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate as of June 30, 2021. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

6. AUTHORIZED REPRESENTATIVES. Each of the parties designates the following individuals as their authorized representatives for administration of this Agreement. Any notice required under this Agreement must be addressed to the authorized representative stated here. A party may designate a new authorized representative by written notice to the other. If not identified in this section, the person executing the Contract on behalf of that party is that party’s representative.

6.1 County's Authorized Representative.
 Christopher Doyle, Captain
 125 E 8th Avenue
 Eugene, OR 97401
 Phone: 541-682-6527
 Email: christopher.doyle@lanecountyor.gov

6.2 City's Authorized Representative.
 City Administrator Matthew Michel
 88184 8th Street
 Veneta, Oregon 97487
 Phone: 541-935-2018
 Email: mmichel@ci.veneta.or.us

7. **INDEMNIFICATION.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.
8. **PUBLIC BODY STATUS.** In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.
9. **MODIFICATION AND TERMINATION.**
 - 9.1 **Modification.** No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.
 - 9.2 **Termination.** The parties may jointly agree to terminate this Agreement at any time by written agreement.
 - 9.3 **Non-Appropriation.** Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.
10. **MISCELLANEOUS PROVISIONS**
 - 10.1 **Disputes.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.
 - 10.2 **Waiver.** Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
 - 10.3 **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
 - 10.4 **Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Agreement.
 - 10.5 **No Third-Party Beneficiaries.** County and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.
 - 10.6 **Headings.** The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
 - 10.7 **Force Majeure.** Neither party will be held responsible for delay nor default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.

- 10.8 Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
- 10.9 Merger.** This Agreement contains the entire agreement of County and City with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings.
- 10.10 Americans with Disabilities Act Compliance.** During the performance of this Agreement, County and City will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq., and Section 504 of the Rehabilitation Act of 1973.

SIGNATURE PAGE

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CITY:

COUNTY:

CITY OF VENETA, OREGON

LANE COUNTY

By: _____
Matthew Michel

By: _____
Steve M. Mokrohisky

Title: City Administrator

Title: County Administrator

Date: _____

Date: _____

Address: City of Veneta
P.O. Box 458
Veneta, Oregon 97487

Lane County, Public Service Building
125 E. 8th Avenue
Eugene, Oregon 97401

EXHIBIT "A" - LANE COUNTY CONTRACT

FY 2020-2021

CITY OF VENETA- LAW ENFORCEMENT SERVICES RATES

5.00	Deputies	2080 Hrs	\$82.70 Per Hr	\$	860,080
0.75	Sergeant	2080 Hrs	\$92.71 Per Hr	\$	<u>144,628</u>
				TOTAL REGULAR HOURS:	\$ 1,004,708
				TOTAL OVERTIME:	<u>\$ 30,000</u>

OVERTIME:

Deputy hours at \$110.60/ hour
 Sergeant hours at \$125.23/ hour

	Actual Costs	Discount	Total
Records support	\$108,402	\$71,272	\$ 37,130
Dispatch	\$82,036	\$7,822	\$ 74,214

TOTAL SUPPORT: \$ 111,344

TOTAL CONTRACT AMOUNT: \$ 1,146,052

ADDITIONAL EXPENSES FOR SRO-COVERED BY LCSO

Fully Equipped Police Vehicle	\$	45,000
ToughBook Computer	\$	3,500
Police Services uniform	\$	<u>500</u>
Total Start-Up Costs	\$	49,000

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Exhibit B – Scope of Work

1. County will provide 5 (Five) certified police officers (Deputy Sheriffs), as defined by ORS 161.015 (2011), at full time, with one of the five designated as a School Resource Deputy (“SRD”), and 1 (One) supervisory Sergeant to work an average of .75% (Three-Fourths) of full time. Full time, as used herein, means a work week of forty (40) hours each week, less that time normally given a Deputy Sheriff as annual vacation, personal days, sick or injury leave, court appearances, and training. County will determine the appropriate working hours for the officers assigned to City, cooperating with City to maximize, to the extent possible, the police protection that may be afforded within the city limits.
2. County will designate one of the certified officers as School Resource Deputy (SRD). SRD will be required to attend the “Basic-School Resource Officer” school from a course recognized by the Oregon Department of Public Safety Standards and Training (“DPSST”). The SRD’s schedule will be developed by a LCSO supervisor in collaboration with the Fern Ridge School District (“District”) Program Administrator. The position will be funded by City, subject to a separate agreement between City and District, with future years negotiated prior to July 1st of each year. County will bill District separately for District events outside the SRD’s standard full-time schedule.
3. The SRD will:
 - a. strive to enhance public safety through community policing within the school(s), including crime prevention, education, role modeling, and enforcement of laws on school grounds, and working in cooperation with all school personnel, students, parents and community members to accomplish the Sheriff’s Office mission.
 - b. be assigned to the District, which includes Elmira High School, Fern Ridge Middle School, Elmira Elementary School, and Veneta Elementary School.
 - c. adjust duties, in the event of a mutual aid request from another law enforcement officer, to temporarily be sent outside of the limits of the District until such time as the emergency is resolved.
 - d. schedule non-school days to participate in assignments within the limits of City and District, focusing on activities where students participate and/or congregate (i.e. parks, pool, skate park, etc.)
 - e. when practicable be assigned to cover shifts for other Veneta Deputy Sheriffs due to planned absences, vacations, trainings, court appearances, personal days, etc.
 - f. follow a schedule designed by collaboration with the Sheriff’s Office and District Program Administrator. Activities and meetings related to the SRD in the school(s) shall be coordinated with School Principal(s) and the County Supervisor.
 - g. regard the following priorities as a guide to the assignment: Maintain safety and security for the benefit of all students and staff, provide educational opportunities regarding health, safety, drugs and violence preventions and responses, create a positive image of law enforcement through education, mentoring, relationship building and other community policing activities, monitor progress of and intervening with students at risk for deviant behavior, truancy and dropping out, maintaining confidentiality of information obtained so as to fully comply with Federal and State privacy and educational confidentiality regulations, and deterring crime and violence on school grounds with presence and enforcement of laws.

- h. not be responsible for, or pursue, requests to resolve routine discipline problems involving students, nor the resulting disciplinary actions, as well as off-campus incidents involving students. The City's agreement with District will allocate these responsibilities to District staff, unless the District requests the support of the SRD, or unless a violation of the law merits the SRD's presence.

City's Agreement with District will require District to provide the SRD with a private appropriately furnished and climate controlled secured office space at one assigned school, with an assigned parking space to allow quick access to the SRD's patrol vehicle. District provided office furniture will include, but not limited to, a chair and desk with drawers, a locking file cabinet, a telephone and computer access.



- 4. Work will take place within the City limits or on City businesses located outside the City limits. In the event of a mutual aid request from another law enforcement officer, the Deputies and/or Sergeant may be temporarily sent outside of the City limits until such time as the emergency is resolved.
- 5. Incidental Overtime may occur and has been factored into overall costs (see Exhibit A). County will coordinate with the City Administrator to schedule overtime coverage as requested during assigned Deputy Sheriffs' absences due to annual vacation, personal days, sick or injury leave, court appearances, training and all other leave not defined as "Extended Absence". This type of overtime coverage will be considered "backfill overtime". Such overtime is not mandatory, but filled as County staffing levels allow. County will bill City for the costs of backfill overtime separately but on the same quarterly basis as other service invoices. "Incidental overtime" is considered overtime described as, but not limited to, Deputies handling calls near the end of their shift, report writing, transporting persons in custody to the Jail, and other such normal police activities that may incur overtime. County will include incidental overtime in its normal billing invoices for services.
- 6. The circumstances identified below are considered extended absences:
 - a. Deputy Sheriff is absent from duty under this Agreement due to using Time Management, Personal Time, or Compensatory Time leave beyond the amount of such leave the Deputy accrues during the Agreement period (July 1, 2020 through June 30, 2021).
 - b. Deputy Sheriff is absent from duty under this Agreement exceeding two consecutive work weeks (14 days) while on Short or Long Term Disability, FMLA or Training.
 - c. Deputy Sheriff is absent from duty under this Agreement due to a County initiated administrative leave due to an internal disciplinary investigation or fitness evaluation.
 - d. Deputy Sheriff is absent from duty under this Agreement due to a County initiated administrative leave associated with a use of force incident which did not occur while performing official duties under the provisions of this Agreement.
 - e. Deputy Sheriff is reassigned and unable for duty under this Agreement leaving the staffing level less than agreed in the Agreement. In this case, the extended absence is determined to begin on the day following the last day the City contract deputy performed duties under this Agreement.
 - f. In these cases of extended absence, County, if resources allow, will provide a replacement deputy to assume the duties of the contract deputy in the absence

of normally assigned contract deputy. County will not bill City for deputy services during the described extended absence periods when County is unable to provide a replacement deputy.

- g. It is understood that the employees performing duties required by this contract including Deputy Sheriffs, Sergeant and other employees of the Lane County Sheriff's Office remain County employees.



7. Assigned Deputy Sheriffs shall enforce all laws, rules and regulations and City ordinances, except for dog or animal ordinances, which normally fall within the purview of City Animal Control. County will administer violations according to ORS Chapter 153, and in the manner consistent with present Sheriff's Office policies and procedures. Deputy Sheriffs will employ a community policing philosophy within the City, with assigned Deputy Sheriffs giving priority under normal working conditions to the pursuit of community policing goals and implementation of community policing best practices.
8. County agrees that whenever there is an assignment opening under this Agreement, and where there are multiple deputy sheriff candidates available for assignment to the City under this Agreement, City may be involved in the selection process to screen and determine a suitable candidate for assignment under this Agreement. The screening and evaluation process will be established and managed by County.
9. County will provide training, as necessary, for assigned Deputy Sheriffs in order that they may properly carry out their law enforcement responsibilities. County will provide vehicles and basic law enforcement equipment to be used by the Deputy Sheriffs. Whenever a County patrol vehicle is permanently placed into service under this Agreement it will be prominently marked in such a way as to indicate it is a vehicle assigned under this Agreement.
10. County will cooperate with City and generally carry out the recommendation of City while the control and final decision-making authority with regard to the manner of operation of the Deputy Sheriffs remains with the Lane County Sheriff or the Sheriff's designee. At the request of the City, the Sheriff or designee will meet with City representatives to discuss issues arising from the implementation of the Agreement.
11. City will provide office space in City Hall, telephone service and office equipment for use by the officers in carrying out their duties. County may share, as approved by City, office space provided by City with officers from Lane County Parole and Probation for official duties related to community supervision of adult offenders sentenced to probation or released on parole.
12. When data is easily accessible, County shall provide City with requested monthly and annual activity reports.
13.  Veneta Municipal Court (OR020091J) authorizes designated employees of the Lane County Sheriff's Office (OR200000) to provide Department of Motor Vehicles ("DMV") information via Law Enforcement Data System ("LEDS") to Veneta court staff specifically for court business as it relates to the processing of citations written by Lane County Sheriff's Office deputies.
14. Viewing of the DMV return will be restricted to the Veneta Muni Court Judge and Muni Court staff. No member of Veneta City Government who is not court staff will be privy to the LCSO provided DMV information. Any Veneta Municipal Court staff that view LCSO-provided DMV

information will acquire and maintain a current Level 3 Criminal Justice Information System (“CJIS”) Security Awareness Certification. Under their agreement with Oregon State Police (“OSP”)/CJIS, Veneta Municipal Court is solely responsible for the appropriate CJIS-compliant handling, retention, disclosure and destruction of all provided DMV information. Veneta Muni Court will not disclose any LCSO-provided DMV information to third parties. All requests for such information will be referred to the Lane County Sheriff’s Office Police Records Unit.

DRAFT

Intergovernmental Agreement – School Resource Deputy Program

BETWEEN: Fern Ridge School District (“District”)

AND: Veneta, a municipal corporation of the State of Oregon (“City”)

RECITALS

- A. ORS 190.010, and ORS 352.138(2), provide that units of local government and public universities may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. City and District wish to provide for a School Resource Deputy (SRD) program as a joint venture of the parties, pursuant to the terms of this Agreement and the Intergovernmental Agreement to be entered into between the City and Lane County Sheriff’s Office (LCSO) in the form attached as Exhibit A (LCSO IGA).

AGREEMENT

In consideration of the above Recitals which are incorporated in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. City Obligations.

- a. CITY will replace its agreement with LCSO to include an SRD to provide the services and duties outlined in the LCSO IGA attached and incorporated herein as Exhibit A.
- b. Subject to District meeting its payment obligations set forth in Section 2 of this Agreement, City will pay LCSO for SRD services on a quarterly basis, per Section 4.2 of the LCSO IGA.

2. District Obligations.

- a. District will pay to City \$_____ on a quarterly basis, on or before the first September, December, March and June, for the term of this Agreement and any renewal terms.
- b. District’s Program Administrator will work with a LCSO supervisor to develop the SRD’s schedule. District will pay LCSO invoices billed separately from this Agreement for District events outside the SRD’s standard full-time schedule.
- c. District, not the SRD, will be responsible for resolving routine discipline problems involving students, and any resulting disciplinary actions, as well as off-campus incidents involving students. The SRD may assist with discipline related responsibilities only in the event of a violation of the law or at the District’s request.

d. District shall provide SRD with a private, appropriately furnished and climate controlled secured office space at one assigned school, with an assigned parking space to allow quick access to the SRD's patrol vehicle. District provided office furniture will include, but is not limited to, a chair and desk with drawers, a locking file cabinet, a telephone and computer access.

3. **Mutual Obligations.** City and District agree to allow the SRD the use of any available facilities for meetings, trainings, community events or other use as agreed to in advance and subject to each party's facility use policies and procedures.

4. **Effective Date and Duration.**

a. Effective Date. Upon the signature of all parties, this Agreement is effective July 1, 2020.

b. Duration. Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate as of June 30, 2021. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

5. **Authorized Representative.** Each of the parties designates the following individuals as their authorized representatives for administration of this Agreement. Any notice required under this Agreement must be addressed to the authorized representative stated here. A party may designate a new authorized representative by written notice to the other. If not identified in this section, the person executing the Contract on behalf of that party is that party's representative.

District

City

Email: _____

City Administrator Matthew Michel
88184 8th Street
Veneta, Oregon 97487
Phone: 541-935-2018
Email: mmichel@ci.veneta.or.us

6. **Indemnification.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.

7. **Public Body Status.** In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

8. **Modification and Termination.**

- a. Modification. No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.
- b. Termination. The parties may jointly agree to terminate this Agreement at any time by written agreement.
- c. Non-Appropriation. Each party certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.

9. **Miscellaneous Provisions.**

- a. Disputes. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.
- b. Waiver. Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
- c. Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- d. Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Agreement.
- e. No Third-Party Beneficiaries. District and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.

- f. Headings. The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
- g. Force Majeure. Neither party will be held responsible for delay nor default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
- h. Multiple Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
- i. Merger. This *Agreement* contains the entire agreement of District and City with respect to the subject matter of this *Agreement*, and supersedes all prior negotiations, agreements and understandings.

CITY

DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date _____

Date _____