

AGENDA
VENETA CITY COUNCIL
MONDAY, JUNE 22, 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.

- 6:35 **3. CONSENT AGENDA**
 - a. Minutes for June 8, 2020 (pgs. 3-10)
 - b. Accounts Payable
 - i. Unpaid Invoices Through June 16, 2020 (pgs. 11-18)
 - c. Civic Calendar for July 2020 (pg. 19)

- 6:40 **4. COUNCIL BUSINESS AND REPORTS**
 - a. Business
 - b. Council/Committee Liaison Reports

- 6:45 **5. STAFF REPORTS**
 - a. Community Development Director.....Evan MacKenzie
 - (1) Adopting Amendments to Veneta Land Development Ordinance No. 493 and Land Division Ordinance No. 494 Specifically Adopting Type I-V Procedures for Processing Land Use Applications
 - i. Agenda Item Summary (pgs. 21-24)
 - ii. **FIRST READING - ORDINANCE NO. 557** – AN ORDINANCE ADOPTING AMENDMENTS TO LAND DEVELOPMENT ORDINANCE NO. 493 AND LAND DIVISION ORDINANCE NO. 494 SPECIFICALLY ADOPTING TYPE I-V PROCEDURES FOR PROCESSING LAND USE APPLICATIONS for first reading by title only (pgs. 25-86)
 - (2) Temporary Restaurant Parking Waiver in Response to COVID-19
 - i. Agenda Item Summary (pgs. 87-89)
 - ii. **RESOLUTION NO. 1307** – A RESOLUTION ESTABLISHING A TEMPORARY OUTDOOR DINING PERMIT IN RESPONSE TO COVID19 PANDEMIC (pgs. 91-92)
 - (3) IGA Update for Lane County Regional Housing Rehabilitation Program
 - i. Agenda Item Summary (pgs. 93-94)
 - ii. Intergovernmental Agreement Lane County Regional Housing Rehabilitation Program (pgs. 95-112)

 - b. Finance Director.....Shauna Hartz
 - (1) Adoption of Updated Compensation Plan for Regular Positions
 - i. Agenda Item Summary (pgs. 113-114)
 - ii. **RESOLUTION NO. 1300** – A RESOLUTION UPDATING THE COMPENSATION PLAN FOR REGULAR POSITIONS OF THE CITY OF VENETA FOR FISCAL YEAR 2020-21 AND REPEALING RESOLUTION NO. 1273 (pgs. 115-116)
 - (2) Adoption of Updated Compensation Plan for Temporary and Seasonal Positions
 - i. Agenda Item Summary (pg. 117)
 - ii. **RESOLUTION NO. 1301** – A RESOLUTION UPDATING THE CITY’S COMPENSATION PLAN FOR TEMPORARY AND SEASONAL POSITIONS AND REPEALING RESOLUTION NO. 1278 (pgs. 119-120)

- (3) State Revenue Eligibility for Fiscal Year 2020-2021
 - i. Agenda Item Summary (pg. 121)
 - ii. **RESOLUTION No. 1302** – A RESOLUTION CERTIFYING THAT THE CITY PROVIDES FOUR OR MORE MUNICIPAL SERVICES (pg. 123)
 - iii. **RESOLUTION No. 1303** – A RESOLUTION DECLARING THE CITY’S ELECTION TO RECEIVE STATE-SHARED REVENUES (pg. 125)
- (4) Proposed Storm Water Drainage Fee Increase
 - i. Agenda Item Summary (pgs. 127-130)
 - ii. Public Comment
 - iii. **RESOLUTION No. 1304** – A RESOLUTION ESTABLISHING STORM WATER DRAINAGE FEES AND GOVERNANCE FOR USERS AND USE OF THE VENETA MUNICIPAL STORM WATER DRAINAGE SYSTEM AND REPEALING RESOLUTION NO. 1277 (pgs. 131-132)
- (5) Adoption of Fiscal Year 2020-21 Budget
 - i. Agenda Item Summary (pg. 133)
 - ii. **RESOLUTION No. 1305**– A RESOLUTION ADOPTING THE OPERATING BUDGET FOR FISCAL YEAR 2020-21; SPECIFYING APPROPRIATIONS; IMPOSING TAXES; AND CATEGORIZING TAXES IMPOSED (pgs. 135-136)
- (6) Deactivation of Unnecessary Funds Effective July 1, 2020
 - i. Agenda Item Summary (pg. 137)
 - ii. **RESOLUTION No. 1306** – A RESOLUTION AUTHORIZING THE DEACTIVATION OF THREE FUNDS ENTITLED “GRANT”, “CAPITAL PROJECTS-POOL” AND “CAPITAL PROJECTS-W. BROADWAY” BEGINNING JULY 1, 2020 (pg. 139)

7:15 c. Public Works Director.....Kyle Schauer
 (1) Brooker Ln. Parking Lot Project Bid Award (pgs. 141-143)
 (2) Veneta Community Pool Update and Recommendation for the 2020 Season (pgs. 145-149)

7:30 d. City Administrator.....Matt Michel
 (1) League of Oregon Cities Legislative Prioritization (pgs. 151-166)
 (2) Elmira – Veneta Multi-Use Path Project Right of Way IGA
 i. Agenda Item Summary (pgs. 167-168)
 ii. Intergovernmental Agreement for Right of Way Services (pgs. 169-203)
 (3) Discuss Summer Meeting Schedule
 (4) Personal Service Agreement for Street Sweeping Services (205-210)
 (5) Questions from Councilors

7:45 **6. OTHER**

7:50 **7. EXECUTIVE SESSION - ORS 192.660(2)(i) - City Administrator’s Evaluation**

8:10 **8. 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

June 8, 2020

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

Others: Matt Michel, City Administrator; Shauna Hartz, Finance Director; Evan MacKenzie, Community Development Director; Stacy Cornelius, HR Generalist/Program Manager; Darci Henneman, City Recorder; Herb Vloedman; Terah Van Dusen, Fern Ridge Review

1. CALL TO ORDER

Mayor Weiss called the Veneta City Council to order at 6:31 p.m.

2. PUBLIC COMMENT

None

3. PUBLIC HEARING ON USES OF STATE SHARED REVENUE

a. Mayor Weiss opened the Public Hearing at 6:31 p.m.

b. Staff Report/Agenda Item Summary – S. Hartz

Hartz said this hearing is required in order for us to be eligible to receive State Shared Revenue as well as give citizens the opportunity to discuss with the Council, the uses we have proposed for the upcoming budget year. It is also required that the Budget Committee hold a Public Hearing, which took place on May 21, 2020. No public comments were made. We are proposing to use the State Shared Revenue we receive in ways we have used it in the past, basically operating costs in the General fund, Parks and Recreation, Law Enforcement, and Street funds. She is anticipating a slight decrease in the total amount mainly because of the gas tax and depending on how much people will travel because of the recent travel restrictions. She did reduce it slightly from what has been used in the past.

c. Public Comment

None

d. Questions from Council

In response to a question from Mayor Weiss, Hartz said the State Shared Revenue consists of gas tax, marijuana tax, tobacco, and liquor taxes.

e. Mayor Weiss closed the Public Hearing at 6:33 p.m.

f. Council Deliberation (if needed)

None

4. PUBLIC HEARING ON APPROVED BUDGET FOR FISCAL YEAR 2020-21

a. Mayor Weiss opened the Public Hearing at 6:33 p.m.

b. Staff Report/Agenda Item Summary – S. Hartz

Hartz said FY2020-21 budget is scheduled to be adopted at the June 22, 2020 Council meeting. She said before that can happen a Public Hearing is required. The Hearing is based on the approved budget from the Budget Committee, which happened on May 21st. We are required to publish the Public Hearing notice which was done. She said this is an opportunity for the public to discuss the budget with the Council before final adoption.

- c. Public Comment
None
- d. Questions from Council
None
- e. Mayor Weiss closed the Public Hearing at 6:34 p.m.
- f. Council Deliberation (if needed)
None

5. LEGISLATIVE PUBLIC HEARING – VENETA MUNICIPAL CODE UPDATES TYPE I – V PROCEDURES

- a. Mayor Weiss opened the Public Hearing at 6:35 p.m.
- b. Staff Report/Agenda Item Summary – E. MacKenzie
MacKenzie said Legal Counsel requested a few minor changes prior to adoption of the ordinance, mostly with the way we adopt it, and not with the content. He said we are not asking for a First Reading tonight. He said there is a lot of material because the Track Change version of the documents is attached to the AIS and the final version is attached to the ordinance. He said this project was on Kay Bork’s to-do list and was started prior to his arrival at Veneta. He said some of her code changes were significant but this project doesn’t require a lot of public input. He said we’re not actually changing what people are allowed to do, but making our code reasonably consistent with many others in the state as well as around the country. He said these changes basically put all of the procedures in one place and hopefully the changes streamline the process.
- c. Public Comment
Herb Vloedman, 25115 Luther Ln., Veneta, OR
Mr. Vloedman said he wanted to commend City staff for the effort taken to make these changes. He said this was done with a lot of community input and prior to MacKenzie arriving in Veneta, many people spoke up that the process was a little convoluted and discouraging. He said he felt this is a great first step forward in making the process easier to understand and eliminates many issues.
- d. Questions from Council
In response to a question from Councilor Kenney, MacKenzie said after the Planning Commission reviewed similar materials, they recommended the matter go to the Council for approval. He said after that review, staff found a very minor change in some procedural language in Article 4 that we didn’t know was there. He said that was the only difference between the two sets of materials.
- e. Mayor Weiss closed the Public Hearing at 6:46 p.m.
- f. Council Deliberation (if needed)
- g. **FIRST READING, ORDINANCE NO. 557 – AN ORDINANCE ADOPTING AMENDMENTS TO LAND DEVELOPMENT ORDINANCE NO. 493 AND LAND DIVISION ORDINANCE NO. 494 for First Reading by title only.**

Michel said after Legal Counsel, Carrie Connelly, reviewed the packet materials, she recommended First Reading of Ordinance No. 557 be postponed to June 22, 2020. She indicated a few minor changes are needed before the ordinance should be adopted.

Ordinance No. 557 was not read into the record by title only but will be on the June 22, 2020 Council agenda for First Reading by title only.

6. CONSENT AGENDA

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

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

The consent agenda as approved Minutes for May 11, 2020 Work Session, Minutes for May 11, 2020, Accounts Payable - Paid Invoices Through May 26, 2020, Unpaid Invoices Through June 3, 2020, Request from Food for Lane County to use Territorial Park for Summer Lunch Program.

7. COUNCIL BUSINESS AND REPORTS

a. Business

(1) Lane County Sheriff's Activity Report

Sgt. Sieczkowski said overall calls for service decreased in May 2020. He said there were 33 Property calls that generated 14 case numbers; 26 Person calls that generated 4 case numbers; 81 Public Order calls but no case numbers were generated; 33 Individual Welfare calls that generated 5 case numbers; 30 Vehicle calls that generated 2 case numbers; 4 Offenses Against State calls that all generated case numbers; 2 Civil calls with no case numbers; and 24 calls to the Skate Park but no case numbers. Deputies also self-generated 93 calls for service.

In response to a question from Mayor Weiss, Sgt. Sieczkowski said entering Phase 2 generated a little more traffic but not as many calls as we had in May 2019. He said they are preparing for a low water season this year and he doesn't think Fall Creek Reservoir will open. Fern Ridge Reservoir has water but other reservoirs won't get filled. He said we might see more recreation at Fern Ridge Reservoir.

Sgt. Sieczkowski said they have been active and dealing with emergencies as needed and maintaining the best with what they have.

b. Council/Committee Liaison Reports

Council President Cotter said he has meetings Tuesday and Wednesday of next week.

Councilor McCoy said the Chamber Board meeting is tomorrow from 3:00 to 5:00 p.m. and Wednesday's Chamber luncheon has been canceled.

Councilor Coy said the Veneta Homeless Advocacy Board (VHAB) had a meeting a while back over the phone but there's not a lot happening. He said he wants to tour Tax Lot 400, we should have a R.A.R.E. participant by September, who will hopefully have more to do with VHAB, Kiwanis started meeting again and will meet at the Service Center tomorrow, and lastly the Service Center is starting a gradual reopening.

Councilor Kenney said he called into a Lane ACT meeting and ODOT staff is tele-communicating all of their meetings. He said meeting attendance is up so they decided to continue with tele-communicating all meetings. He said it also cuts down on greenhouse gases. He said the cities of Eugene and Springfield submitted grant applications for several roundabouts.

In response to a question from Mayor Weiss, Councilor Kenney said the bus route from Eugene to Florence is still running and holding its own. He said Lane Transit District (LTD) is taking a beating because of social distancing, fewer people traveling, and they've had to reduce their routes.

8. STAFF REPORTS

a. HR Generalist/Program Manager.....Stacy Cornelius

(1) Adoption of Revised Veneta Community Pool Employee Manual

i. Agenda Item Summary

Cornelius said she has two Resolutions for consideration tonight. She said the first one addresses revisions to the pool employee manual. She said the last time the manual was revised was in 2018. She said the few updates needed address drug testing and safety positions, smoking, general pool rules, and also provide some clarification where necessary. Staff is requesting the Council approve Resolution No. 1296.

ii. **RESOLUTION No. 1296** – A RESOLUTION ADOPTING THE VENETA COMMUNITY POOL EMPLOYEE MANUAL AND REPEALING RESOLUTION NO. 1250

MOTION: Councilor Cotter made a motion to approve Resolution No. 1296, a Resolution adopting the Veneta Community Pool Employee Manual and repealing Resolution No. 1250. Councilor Coy seconded the motion which passed with a vote of 5-0.

(2) Adoption of Revised City of Veneta Employee Handbook

i. Agenda Item Summary

Cornelius said the City of Veneta Employee Handbook was last updated in 2014. She said there have been several additions and changes with State employment laws. The current revisions to the City’s handbook policies address employment laws or issues, and correct grammatical or style issues from the 2014 version. The updated version also adds a new policy - Pregnancy Accommodations and added a significantly revised No-Harassment Policy and a No-Discrimination/No-Retaliation Policy. She said the City added “gender identity” and “domestic violence victim status” and language prohibiting retaliation against someone in a protected class recognized under the law. She reviewed a list of additional revisions that were included in this update. Staff is requesting the Council approve Resolution No. 1297.

ii. **RESOLUTION No. 1297** – A RESOLUTION ADOPTING THE CITY OF VENETA EMPLOYEE HANDBOOK AND REPEALING RESOLUTION NO. 1153

MOTION: Councilor Cotter made a motion to approve Resolution No. 1297, a Resolution adopting the Veneta Employee Handbook and repealing Resolution No. 1153. Councilor Coy seconded the motion which passed with a vote of 5-0.

b. Community Development Director.....Evan MacKenzie

(1) Transportation System Development Charges – Consideration of Options

MacKenzie said the Council has reviewed these materials previously, the work that was provided by the consultant, and a project list for a 20 year horizon. He said the list includes more than we likely can get done. However, if we were actually going to build all of those, the Transportation SDC would be over \$13,000. He said the Council was not comfortable with that number and asked staff to develop options. The first option was to prioritize projects by their SDC eligibility. Projects range from 100% SDC eligible to 29% eligible. That option didn’t take enough off the list to reduce our overall spending so they didn’t run a calculation (71 million dollars in projects down to 51 million dollars in projects which really didn’t result in a reduced fee. He said then we looked at prioritizing projects by low, medium, and high priority. He said if we remove low priority projects, we get a significant benefit which drops the SDC eligible project list to 13.5 million dollars. If we only do high priority projects, it drops it down to a little over 3 million dollars. That’s a huge reduction but doesn’t get much built. It’s a good figure but would not fund enough projects to mitigate our increasing traffic, so we likely don’t want to go there. He said if we base the fee on something a little higher than that and keep the entire project list knowing that we can’t fund them all but with a reasonable fee that would be sufficient to build the high priority

projects and hopefully a few other, or not all high priority but more. He suggested having a fee that is similar to cities our size and in our region. He said the Council directed staff to come up with a fee of around \$3800. The consultant came up with a lower number of around \$3650 per PM peak hour trip. Staff is recommending the Council approve Option 2 and asked for direction to formally initiate an update to the Transportation SDC and set the fee amount.

In response to a question from Councilor Coy, MacKenzie said he's not sure when the Transportation SDCs were last updated but he estimates 8 to 10 years.

Councilor Coy said he felt an \$1100 increase over 10 years doesn't seem too much to ask. He said \$3800 compared to other cities doesn't seem unreasonable.

In response to a question from Mayor Weiss, MacKenzie said we can charge up to \$13,000 but the Council can decide any figure below that.

MacKenzie said the City of Creswell is at \$3749 but they have different needs and a different project list but they are similar in size.

In response to a question from Councilor McCoy, MacKenzie said he doesn't know when Creswell adopted that figure.

Council President Cotter said this type of SDC fee will change and that \$3800 figure is a good figure to use. He said if we all agree at that figure, it's a starting point and recognize we have all of these projects but we'll be able to meet our requirements.

Mayor Weiss said \$3800 is an amount that most developers should feel that we are trying to work with them.

MacKenzie said hopefully they will agree, we can easily and justifiably establish a fee of \$13,031 based on our list but it's not to say the market will support it. He said we could go with any number but with the expectation we wouldn't build everything on the list.

In response to a question from Mayor Weiss, MacKenzie said everything the Council adopts is amendable. If we find we aren't meeting expectations, it can be looked at in the future but we have numbers and we have that flexibility.

Councilor Kenney suggested we start at \$3800 and direct staff to bring it back for annual reviews.

After a brief discussion, it was the consensus of the Council to set the Transportation SDC at \$3800 per PM peak hour trip and include that figure in the resolution for possible adoption.

In response to a question from Michel, MacKenzie said \$3800 is the multiplier for single family residential development, so for commercial and industrial development, which generates more PM peak hour trips, the fee will be higher.

MOTION: Councilor Cotter made a motion to direct staff to initiate an update of the City's Transportation SDC for the full recommended Transportation SDC and Project List, and apply a reduced Transportation SDC according to Option 2 in the memo per PM peak hour trip. Councilor McCoy seconded the motion which passed with a vote of 5-0.

c. Finance Director.....Shauna Hartz

(1) Transfer Appropriations for 2019-2020 Fiscal Year

i. Agenda Item Summary

Hartz said this transfer is for the current fiscal year. She said when preparing the budget we use a lot of estimates and timelines, and sometimes we miss the mark. She said two projects that were started late in fiscal year 2019-20 and/or were delayed, were the 8th St. Improvements and some of the relocation of the Jeans Rd. Lift Station which caused us to spend more in that budget year. In the Building Inspection fund, we received more payments for building permits paid with bank cards which increased our fees more than she anticipated in the budget. Hartz said Oregon Budget Laws allow us to makes these transfers from one expenditure classification to another by resolution. She said it does not change the ending fund balance or total revenue. She reviewed the resolution and what the new appropriation will be. She said the transfers will show up in the year-end report in the schedule of expenses.

ii. **RESOLUTION No. 1299** – A RESOLUTION TRANSFERRING APPROPRIATIONS FOR 2019-2020 FISCAL YEAR

MOTION: Councilor Cotter made a motion to approve Resolution No. 1299, a Resolution transferring appropriations for the 2019-20 fiscal year, as presented. Councilor McCoy seconded the motion which passed with a vote of 5-0.

d. City Administrator.....Matt Michel

(1) Cost Adjustment to Intergovernmental Agreement (IGA) for Building Permit Program Services

Michel said he is requesting the Council adopt Addendum 2 to the IGA with the City of Cottage Grove for building permit services. He said our costs decreased because the City of Coburg entered into contract with Cottage Grove to provide the same services.

In response to a question from Councilor Kenney, Michel said our fees decreased about \$5,000 per quarter, however, Veneta is more active so we carry a 20% share of the cost and Creswell and Coburg will pay roughly a 15% share each.

In response to questions from Mayor Weiss, Michel said cities are continuing to explore cost effective options. He said when Coburg approached Cottage Grove, Cottage Grove reached out to us and Creswell to ask what we thought about Coburg requesting inspection services. Michel said he appreciated their partnership and felt that the level of services could continue to be provided. Should another city approach Cottage Grove, we'll deal with that at that time. He said they are able to provide a fairly timely service. Our inspector is available on Tuesdays and Thursdays and is very responsive with developers and the level of services has been very good.

MacKenzie said there was an effort from the State Building Codes Division to limit the number of private inspectors that contract with municipalities to provide inspection services. He said they are working to restrict it to three participants but if that goes through, we should be okay.

MOTION: Councilor Cotter made a motion to authorize the City Administrator to sign Addendum No. 2 to the IGA with the City of Cottage Grove for the purpose of providing building permit program services. Councilor Coy seconded the motion which passed with a vote of 5-0.

(2) Zayo Fiber Update

Michel said this has been on our to-do list for quite some time. He said when we last left this project, we shared a right of way with Zayo and ODFW said we needed to work with Zayo to get that right-of-way in order to get the fiber. Zayo requested if they could negotiate our agreement with LCOG. He said Zayo does a lot of these middle mile fiber agreements routinely and they felt more comfortable working with LCOG. He said he wanted to update the Council that LCOG is negotiating on our behalf that right-of-way and stretch of fiber with Zayo. He said he hasn't heard anything conclusive but nothing bad. He said if it plays out as it is, it will be LCOG signing that contract on the City's behalf and providing that fiber to us.

In response to a question from Mayor Weiss, Michel said the next step is we will still have 1 ¾ miles of line to get strung from the Bonneville Power Administrator (BPA) substation around the corner to Cantrell. He said originally we put the entire project out to bid and Hunter Communications was awarded the contract and he's been working with them to scale the project down. Once we figure out this part, he'll go back to Hunter Communications to rebid the smaller section. He said the next question is how do we get it lit up?

(3) Questions from Councilors

None

6. OTHER

Michel shared a thank you from the 2020 graduating class of Elmira High School for the donation the Council made for their graduation night celebration.

In response to a question from Mayor Weiss, Cornelius said they did not hold the event but celebrated in another way.

In response to a question from Council President Cotter, Cornelius said staff received word that we could enter into Phase 2 for opening the pool but the guidance and guidelines were somewhat cloudy. She said we also have to see if it's even feasible to move forward. She said if we do, it won't look or feel the same and usage will be very limited. She's hopeful but we'll have to wait and see. She said most of the restrictions address lap swimming, maintaining social distancing in the pool, and cleaning and sanitizing all surfaces. She said families are limited to two members per family. She said there are also several obstacles with training staff, one of which is the American Red Cross isn't certifying new lifeguards. She said staff is trying to piece it together but it's difficult. She said the City had partnered with Willamalane, the City of Eugene, the American Red Cross, and YMCA on a project called "Water Watchers" which requires a responsible adult who agrees to watch the kids in the water without distractions to keep kids safe in the water.

In response to a question from Mayor Weiss, Cornelius said we'll need more personnel to clean and sanitize as well as staff to monitor the pool to make sure swimmers are practicing social distancing. She said only a certain number of swimmers will be allowed in the pool. Once they exit, the entire facility will need to be sanitized and then the next shift of swimmers will come in. Swimmers will be required to exit and enter the facility from different areas.

Councilor Coy said he knows the pool is not profitable before all of this happened. He said it's going to be that much more expensive and he just doesn't see it penciling out. At some point it's not feasible.

Council President Cotter is concerned whether or not we'll have a trained staff.

Cornelius said 18 returning employees responded and that's the highest number she's seen. She said as far as bringing on additional staff, we don't know what that looks like. She will put the numbers together and bring that to the Council.

In response to a question from Mayor Weiss, Cornelius said she has already reached out to the City of Eugene to inquire if they know of any lifeguards looking for employment.

In response to a question from Councilor McCoy, Cornelius said recreational swim will look different. She said one idea they're looking into is increasing family swim options. Stacy said COVID-19 is not transferrable in pools however, social distancing is still required.

MacKenzie said he and Garbett are at the Fern Ridge Service Center and they are very comfortable there.

Michel said now that the Community Center is back open, we will need to develop some guidelines for renters of the Center to follow, how many people can be in there, account and track who's there, who will be responsible for cleaning, and how renters leave it.

Mayor Weiss said the new Management Analyst will start on June 22nd. He said her name is Jana and she replaced Jenna.

7. ADJOURN

Mayor Weiss adjourned the Veneta City Council at 7:42 p.m.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Keith Weiss, Mayor

ATTEST:

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

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
260 Batteries Plus									
P26432859	1	WW meter battery	Invoi	06/01/2020	06/23/2020	50.00	50.00	220-220-53040	System Maintenance
Total P26432859:						50.00	50.00		
Total 260 Batteries Plus:						50.00	50.00		
280 Bi-Mart Corporation									
930412 5/20	1	Various needs	Invoi	05/30/2020	06/23/2020	52.34	52.34	230-230-51010	Admin Supplies & Servi
Total 930412 5/20:						52.34	52.34		
Total 280 Bi-Mart Corporation:						52.34	52.34		
295 Branch Engineering, Inc									
14124	1	Brooker Lane/4th St	Invoi	05/29/2020	06/23/2020	5,270.00	5,270.00	230-230-60130	System Expansion
Total 14124:						5,270.00	5,270.00		
14125	1	Jack Kelly Dr property	Invoi	05/29/2020	06/23/2020	4,213.75	4,213.75	100-100-52070	Engineering Fees
Total 14125:						4,213.75	4,213.75		
14126	1	Structural Assessment of A	Invoi	05/29/2020	06/23/2020	1,625.00	1,625.00	100-100-51050	Building Maint & Janitor
Total 14126:						1,625.00	1,625.00		
14165	1	8th St Development PRE-1	Invoi	06/08/2020	06/23/2020	71.25	71.25	140-140-52140	Technical Review Servi
Total 14165:						71.25	71.25		
Total 295 Branch Engineering, Inc:						11,180.00	11,180.00		
305 Brenntag Pacific Inc									
BPI51976	1	Sodium Hypochlorite	Invoi	05/28/2020	06/23/2020	2,618.00	2,618.00	210-210-53020	System Operating Sup
BPI51976	2	Deposit credit-inv #BPI313	Invoi	05/28/2020	06/23/2020	280.00-	280.00-	210-210-53020	System Operating Sup
Total BPI51976:						2,338.00	2,338.00		
Total 305 Brenntag Pacific Inc:						2,338.00	2,338.00		
335 C & K Market Inc									
39127 5/20	1	Various needs	Invoi	05/31/2020	06/23/2020	90.04	90.04	100-100-51010	Admin Supplies & Servi
39127 5/20	2	Various needs	Invoi	05/31/2020	06/23/2020	48.46	48.46	140-140-51010	Admin Supplies & Serv
Total 39127 5/20:						138.50	138.50		
Total 335 C & K Market Inc:						138.50	138.50		
360 Carson Technologies, LLC									
CP-00112197	1	Customer charge	Invoi	05/31/2020	06/23/2020	27.02	27.02	100-100-51075	Travel - Staff
CP-00112197	2	Customer charge	Invoi	05/31/2020	06/23/2020	54.05	54.05	130-130-53030	Vehicle Operation&Mai
CP-00112197	3	Customer charge	Invoi	05/31/2020	06/23/2020	54.05	54.05	230-230-53030	Vehicle Operation&Mai
CP-00112197	4	Customer charge	Invoi	05/31/2020	06/23/2020	216.18	216.18	210-210-53030	Vehicle Operation&Mai
CP-00112197	5	Customer charge	Invoi	05/31/2020	06/23/2020	189.16	189.16	220-220-53030	Vehicle Operation&Mai

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
Total CP-00112197:						540.46	540.46		
Total 360 Carson Technologies, LLC:						540.46	540.46		
395 CenturyLink Communications, LLC									
3680 6/20	1	Public Works/Water plant p	Invoi	06/02/2020	06/23/2020	166.99	166.99	210-210-51030	Telephone Services
Total 3680 6/20:						166.99	166.99		
Total 395 CenturyLink Communications, LLC:						166.99	166.99		
435 Comfort Flow Heating AC & Refrigeration									
SVC222791	1	Heating/Air maintenance W	Invoi	06/04/2020	06/23/2020	157.00	157.00	220-220-53065	Building & Yard Mainte
Total SVC222791:						157.00	157.00		
SVC222817	1	Heating/Air maintenance C	Invoi	06/04/2020	06/23/2020	273.60	273.60	100-100-51050	Building Maint & Janitor
SVC222817	2	Heating/Air maintenance C	Invoi	06/04/2020	06/23/2020	68.40	68.40	140-140-51050	Building Maint & Janitor
Total SVC222817:						342.00	342.00		
Total 435 Comfort Flow Heating AC & Refrigeration:						499.00	499.00		
530 DLA Inc									
6538	1	City Park design	Invoi	06/04/2020	06/23/2020	610.32	610.32	130-130-60130	Facilities Expansion
6538	2	City Park design	Invoi	06/04/2020	06/23/2020	1,424.08	1,424.08	310-310-60130	System Expansion
Total 6538:						2,034.40	2,034.40		
Total 530 DLA Inc:						2,034.40	2,034.40		
535 DocuTRAK Imaging, Inc									
20527	1	On site shredding services	Invoi	06/16/2020	06/23/2020	38.00	38.00	100-100-51010	Admin Supplies & Servi
Total 20527:						38.00	38.00		
Total 535 DocuTRAK Imaging, Inc:						38.00	38.00		
560 EDMS Inc									
17889	1	May 2020 Statements	Invoi	06/04/2020	06/23/2020	362.24	362.24	100-100-51095	Public Relations
17889	2	May 2020 Statements	Invoi	06/04/2020	06/23/2020	157.52	157.52	210-210-51010	Admin Supplies & Servi
17889	3	May 2020 Statements	Invoi	06/04/2020	06/23/2020	231.29	231.29	210-210-51015	Postage
17889	4	May 2020 Statements	Invoi	06/04/2020	06/23/2020	236.29	236.29	220-220-51010	Admin Supplies & Servi
17889	5	May 2020 Statements	Invoi	06/04/2020	06/23/2020	346.93	346.93	220-220-51015	Postage
Total 17889:						1,334.27	1,334.27		
17912	1	Backflow Ltr #1 2020	Invoi	06/08/2020	06/23/2020	231.62	231.62	100-100-51095	Public Relations
17912	2	Backflow Ltr #1	Invoi	06/08/2020	06/23/2020	34.96	34.96	210-210-51010	Admin Supplies & Servi
17912	3	Mailing system rental	Invoi	06/08/2020	06/23/2020	73.41	73.41	210-210-51015	Postage
17912	4	Mailing system rental	Invoi	06/08/2020	06/23/2020	52.44	52.44	220-220-51010	Admin Supplies & Servi
17912	5	Mailing system rental	Invoi	06/08/2020	06/23/2020	110.11	110.11	220-220-51015	Postage
Total 17912:						502.54	502.54		

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
Total 560 EDMS Inc:						1,836.81	1,836.81		
580 Emerald Peoples Utility District									
8257 5/20	1	P/W	Invoi	06/04/2020	06/23/2020	2,088.77	2,088.77	210-210-51035	Electricity
Total 8257 5/20:						2,088.77	2,088.77		
Total 580 Emerald Peoples Utility District:						2,088.77	2,088.77		
585 Emerald Pool & Patio									
521758-1	1	Pool chemicals	Invoi	04/23/2020	06/23/2020	199.90	199.90	130-520-54020	Pool Operating Supplie
Total 521758-1:						199.90	199.90		
Total 585 Emerald Pool & Patio:						199.90	199.90		
590 Emerald Power									
17461	1	Wheel bearings	Invoi	04/28/2020	06/23/2020	15.90	15.90	130-130-53130	Equipment Repairs
Total 17461:						15.90	15.90		
Total 590 Emerald Power:						15.90	15.90		
620 Eugene Water & Electric Board									
385463-1208	1	Meter #76100316 May 202	Invoi	06/05/2020	06/23/2020	6,146.32	6,146.32	210-210-53135	Water Purchase
385463-1208	2	Meter #76100315 May 202	Invoi	06/05/2020	06/23/2020	4,603.88	4,603.88	210-210-53135	Water Purchase
Total 385463-120864 5/20:						10,750.20	10,750.20		
Total 620 Eugene Water & Electric Board:						10,750.20	10,750.20		
650 Fern Ridge Review									
20543	1	Election notice	Invoi	05/23/2020	06/23/2020	48.00	48.00	100-100-51025	Advertising and Publish
Total 20543:						48.00	48.00		
20545	1	State Revenue ad	Invoi	05/23/2020	06/23/2020	24.00	24.00	100-100-51025	Advertising and Publish
Total 20545:						24.00	24.00		
20546	1	Budget Comm. ad	Invoi	05/23/2020	06/23/2020	168.00	168.00	100-100-51025	Advertising and Publish
Total 20546:						168.00	168.00		
Total 650 Fern Ridge Review:						240.00	240.00		
750 Greenhill Humane Society									
3585	1	Monthly fee for sheltering s	Invoi	06/01/2020	06/23/2020	50.00	50.00	100-170-52110	Animal Control Contrac
Total 3585:						50.00	50.00		
Total 750 Greenhill Humane Society:						50.00	50.00		
830 Hunter Communications, Inc									
424 7/20	1	Fiber Internet - Admin	Invoi	06/08/2020	06/23/2020	72.10	72.10	100-100-52050	Internet & Web Site Fe
424 7/20	2	Fiber internet - Finance	Invoi	06/08/2020	06/23/2020	46.87	46.87	100-100-52050	Internet & Web Site Fe
424 7/20	3	Fiber internet- Court	Invoi	06/08/2020	06/23/2020	7.21	7.21	100-160-52050	Internet & Web Site Fe

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
424 7/20	4	Fiber internet-Code	Invoi	06/08/2020	06/23/2020	7.21	7.21	100-170-52050	Internet & Web Site Fe
424 7/20	5	Fiber internet - Law enforc	Invoi	06/08/2020	06/23/2020	21.63	21.63	120-120-52050	Internet & Website Fee
424 7/20	6	Fiber internet -Parks	Invoi	06/08/2020	06/23/2020	7.21	7.21	130-130-52050	Internet & Web Site Fe
424 7/20	7	Fiber internet - Pool	Invoi	06/08/2020	06/23/2020	21.63	21.63	130-520-52050	Internet & Web Site Fe
424 7/20	8	Fiber internet - Planning	Invoi	06/08/2020	06/23/2020	46.87	46.87	140-140-52050	Internet & Web Site Fe
424 7/20	9	Fiber internet - water	Invoi	06/08/2020	06/23/2020	46.87	46.87	210-210-52050	Internet & Web Site Fe
424 7/20	10	Fiber internet - sewer	Invoi	06/08/2020	06/23/2020	68.50	68.50	220-220-52050	Internet & Web Site Fe
424 7/20	11	Fiber internet - stormwater	Invoi	06/08/2020	06/23/2020	7.21	7.21	240-240-52050	Internet & Web Site Fe
424 7/20	12	Fiber internet - streets	Invoi	06/08/2020	06/23/2020	7.20	7.20	230-230-52050	Internet & Web Site Fe
Total 424 7/20:						360.51	360.51		
Total 830 Hunter Communications, Inc:						360.51	360.51		
905 Kendall Ford									
F2CS593889	1	Service for P/W truck	Invoi	05/31/2020	06/23/2020	104.45	104.45	230-230-53030	Vehicle Operation&Mai
Total F2CS593889:						104.45	104.45		
Total 905 Kendall Ford:						104.45	104.45		
975 Lane Council of Govern									
1001005229	1	Recruitment for City Admin	Invoi	06/11/2020	06/23/2020	4,166.81	4,166.81	100-100-52290	Other Professional Ser
Total 10010052290:						4,166.81	4,166.81		
Total 975 Lane Council of Govern:						4,166.81	4,166.81		
980 Lane County Accounts Receivable									
LCAR 5/20	1	Assessments collected les	Invoi	06/04/2020	06/23/2020	214.20	214.20	100-000-20330	County Assessment Pa
Total LCAR 5/20:						214.20	214.20		
Total 980 Lane County Accounts Receivable:						214.20	214.20		
985 Lane County Deeds & Records									
ADD'L RECO	1	Additional recording fee for	Invoi	06/01/2020	06/23/2020	5.00	5.00	140-140-51010	Admin Supplies & Serv
Total ADD'L RECORDING FEE 6/20:						5.00	5.00		
IRREVOCAB	1	Irrevocable Agreement-Doll	Invoi	06/02/2020	06/23/2020	97.00	97.00	140-140-51010	Admin Supplies & Serv
Total IRREVOCABLE AGREE-DOLLAR GEN:						97.00	97.00		
Total 985 Lane County Deeds & Records:						102.00	102.00		
1055 Les Schwab Tire Center									
3000798417	1	Grasshopper inner tube	Invoi	06/03/2020	06/23/2020	5.00	5.00	130-130-53210	Park Maintenance
3000798417	2	Grasshopper inner tube	Invoi	06/03/2020	06/23/2020	4.99	4.99	230-230-53130	Equipment Repairs
Total 3000798417:						9.99	9.99		
Total 1055 Les Schwab Tire Center:						9.99	9.99		
1105 Manning Environmental Inc									
18185	1	Hoses	Invoi	06/02/2020	06/23/2020	53.78	53.78	220-220-53050	WW Plant Maintenance

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
Total 18185:						53.78	53.78		
Total 1105 Manning Environmental Inc:						53.78	53.78		
1175 Mr Chain Saw Inc									
282047	1	Chainsaw parts	Invoi	06/01/2020	06/23/2020	17.33	17.33	130-130-53130	Equipment Repairs
282047	2	Chainsaw parts	Invoi	06/01/2020	06/23/2020	17.32	17.32	230-230-53130	Equipment Repairs
Total 282047:						34.65	34.65		
Total 1175 Mr Chain Saw Inc:						34.65	34.65		
1285 Oregon Bureau of Labor & Industries									
BINEHAM	1	Public works fee-City Park	Invoi	06/01/2020	06/23/2020	147.58	147.58	130-130-60130	Facilities Expansion
BINEHAM	2	Public works fee-City Park	Invoi	06/01/2020	06/23/2020	442.73	442.73	310-310-60130	System Expansion
Total BINEHAM:						590.31	590.31		
Total 1285 Oregon Bureau of Labor & Industries:						590.31	590.31		
1345 Oregon Dept of Revenue-Court									
ODOR 5/20	1	Unitary Assessments w/ ot	Invoi	06/04/2020	06/23/2020	50.00	50.00	100-000-20320	State Assessments Pay
Total ODOR 5/20:						50.00	50.00		
Total 1345 Oregon Dept of Revenue-Court:						50.00	50.00		
1405 O'Reilly Automotive, Inc									
1624482 5/2	1	Various Needs	Invoi	05/28/2020	06/23/2020	30.46	30.46	130-130-53130	Equipment Repairs
1624482 5/2	2	Various Needs	Invoi	05/28/2020	06/23/2020	11.99	11.99	230-230-53130	Equipment Repairs
1624482 5/2	3	Various Needs	Invoi	05/28/2020	06/23/2020	23.47	23.47	230-230-53030	Vehicle Operation&Mai
Total 1624482 5/20:						65.92	65.92		
Total 1405 O'Reilly Automotive, Inc:						65.92	65.92		
1410 Orme Kip									
KORME 5/20	1	Cell phone stipend	Invoi	06/01/2020	06/23/2020	50.00	50.00	220-220-51030	Telephone Services
Total KORME 5/20:						50.00	50.00		
Total 1410 Orme Kip:						50.00	50.00		
1435 Pacific Office Automation									
764000	1	Konica supplies/service 2/2	Invoi	05/28/2020	06/23/2020	224.15	224.15	100-100-51065	Office Machine Mainten
764000	2	Konica supplies/service 2/2	Invoi	05/28/2020	06/23/2020	74.71	74.71	140-140-51065	Office Machine Mainten
Total 764000:						298.86	298.86		
Total 1435 Pacific Office Automation:						298.86	298.86		
1490 Pitney Bowes									
3311369267	1	Mailing system rental	Invoi	06/07/2020	06/23/2020	121.23	121.23	100-100-51060	Office Machine Lease
3311369267	2	Mailing system rental	Invoi	06/07/2020	06/23/2020	32.33	32.33	210-210-51060	Office Machine Lease
3311369267	3	Mailing system rental	Invoi	06/07/2020	06/23/2020	48.49	48.49	220-220-51060	Office Machine Lease
3311369267	4	Mailing system rental	Invoi	06/07/2020	06/23/2020	48.35	48.35	100-170-51060	Office Machine Lease

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
3311369267	5	Mailing system rental	Invoi	06/07/2020	06/23/2020	32.30	32.30	100-160-51060	Office Machine Lease
3311369267	6	Mailing system rental	Invoi	06/07/2020	06/23/2020	18.65	18.65	130-130-51060	Office Machine Lease
3311369267	7	Mailing system rental	Invoi	06/07/2020	06/23/2020	91.89	91.89	140-140-51060	Office Machine Lease
Total 3311369267:						393.24	393.24		
Total 1490 Pitney Bowes:						393.24	393.24		
1690 Speer Hoyt LLC									
56109	1	Legal Services-Gen	Invoi	05/31/2020	06/23/2020	1,995.00	1,995.00	100-100-52010	Attorney & Legal Servic
Total 56109:						1,995.00	1,995.00		
56110	1	Legal Services-Gen	Invoi	05/31/2020	06/23/2020	1,767.00	1,767.00	100-100-52010	Attorney & Legal Servic
Total 56110:						1,767.00	1,767.00		
56111	1	Legal Services-Pln	Invoi	05/31/2020	06/23/2020	741.00	741.00	140-140-52010	Attorney & Legal Servic
Total 56111:						741.00	741.00		
56112	1	Legal Services-Pln	Invoi	05/31/2020	06/23/2020	760.00	760.00	140-140-52010	Attorney & Legal Servic
Total 56112:						760.00	760.00		
Total 1690 Speer Hoyt LLC:						5,263.00	5,263.00		
1735 Napa Auto Parts									
10898 4/20	1	Various needs	Invoi	05/31/2020	06/23/2020	27.78	27.78	230-230-53130	Equipment Repairs
10898 4/20	2	Various needs	Invoi	05/31/2020	06/23/2020	226.13	226.13	130-130-53130	Equipment Repairs
10898 4/20	3	Various needs	Invoi	05/31/2020	06/23/2020	28.99	28.99	220-220-53040	System Maintenance
10898 4/20	4	Various needs	Invoi	05/31/2020	06/23/2020	71.11	71.11	230-230-53030	Vehicle Operation&Mai
Total 10898 4/20:						354.01	354.01		
Total 1735 Napa Auto Parts:						354.01	354.01		
1745 Swanson's Pest Management									
639016	1	Community Ctr pest manag	Invoi	06/08/2020	06/23/2020	33.00	33.00	130-530-53065	Building Maint & Janitor
Total 639016:						33.00	33.00		
639023	1	CH pest management 6/2	Invoi	06/08/2020	06/23/2020	31.20	31.20	100-100-51050	Building Maint & Janitor
639023	2	CH pest management 6/20	Invoi	06/08/2020	06/23/2020	7.80	7.80	140-140-51050	Building Maint & Janitor
Total 639023:						39.00	39.00		
Total 1745 Swanson's Pest Management:						72.00	72.00		
1995 CINTAS Corporation - 172									
1720005709	1	C/H mats & paper supplies	Invoi	05/31/2020	06/23/2020	91.28	91.28	100-100-51050	Building Maint & Janitor
1720005709	2	C/H mats & paper supplies	Invoi	05/31/2020	06/23/2020	1.83	1.83	120-120-51050	Building Maint & Janitor
1720005709	3	C/H mats & paper supplies	Invoi	05/31/2020	06/23/2020	21.91	21.91	130-130-53220	Building Maint & Janitor
1720005709	4	C/H mats & paper supplies	Invoi	05/31/2020	06/23/2020	16.43	16.43	140-140-51050	Building Maint & Janitor
1720005709	5	C/H mats & paper supplies	Invoi	05/31/2020	06/23/2020	32.86	32.86	210-210-53065	Building & Yard Mainte
1720005709	6	C/H mats & paper supplies	Invoi	05/31/2020	06/23/2020	12.78	12.78	220-220-53065	Building & Yard Mainte
1720005709	7	C/H mats & paper supplies	Invoi	05/31/2020	06/23/2020	3.65	3.65	230-230-53065	Building & Yard Mainte

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	GL Account Description
1720005709	8	C/H mats & paper supplies	Invoi	05/31/2020	06/23/2020	1.81	1.81	240-240-53065	Building & Yard Mainte
Total 1720005709 5/20:						182.55	182.55		
Total 1995 CINTAS Corporation - 172:						182.55	182.55		
2039 Oregon Rain									
1063	1	Rural Economic Developm	Invoi	06/04/2020	06/23/2020	7,500.00	7,500.00	100-205-51085	Miscellaneous/Discretio
Total 1063:						7,500.00	7,500.00		
Total 2039 Oregon Rain:						7,500.00	7,500.00		
2049 Cameron McCarthy									
2020.06.192	1	Recreation & Open Space	Invoi	06/01/2020	06/23/2020	2,015.00	2,015.00	310-310-52290	Other Professional Ser
Total 2020.06.1925G:						2,015.00	2,015.00		
Total 2049 Cameron McCarthy:						2,015.00	2,015.00		
2087 Michel, Matt									
MMICHEL 5/	1	MMichel-Gen	Invoi	05/31/2020	06/23/2020	3.60	3.60	100-100-51075	Travel - Staff
MMICHEL 5/	2	MMichel-Court	Invoi	05/31/2020	06/23/2020	.36	.36	100-160-51075	Travel - Staff
MMICHEL 5/	3	MMichel-Parks	Invoi	05/31/2020	06/23/2020	.72	.72	130-130-51075	Travel - Staff
MMICHEL 5/	4	MMichel-Plng	Invoi	05/31/2020	06/23/2020	1.80	1.80	140-140-51075	Travel - Staff
MMICHEL 5/	5	MMichel-Wtr	Invoi	05/31/2020	06/23/2020	.72	.72	210-210-51075	Travel - Staff
MMICHEL 5/	6	MMichel-Swr	Invoi	05/31/2020	06/23/2020	3.60	3.60	220-220-51075	Travel - Staff
MMICHEL 5/	7	MMichel-Pool	Invoi	05/31/2020	06/23/2020	.36	.36	130-520-51075	Travel - Staff
MMICHEL 5/	8	MMichel-Streets	Invoi	05/31/2020	06/23/2020	2.88	2.88	230-230-51075	Travel - Staff
MMICHEL 5/	9	MMichel-Strmwtr	Invoi	05/31/2020	06/23/2020	.34	.34	240-240-51075	Travel - Staff
MMICHEL 5/	10	MMichel-Phone/lpad Stipe	Invoi	05/31/2020	06/23/2020	75.00	75.00	100-100-51030	Telephone Services
Total MMICHEL 5/20:						89.38	89.38		
Total 2087 Michel, Matt:						89.38	89.38		
2099 Dustrud Architecture, P.C.									
2004-02	1	City Park Phase 2	Invoi	06/15/2020	06/23/2020	152.52	152.52	130-130-60130	Facilities Expansion
2004-02	2	City Park Phase 2	Invoi	06/15/2020	06/23/2020	355.88	355.88	310-310-60130	System Expansion
Total 2004-02:						508.40	508.40		
2007-01	1	The Attic-Professional Fee	Invoi	06/15/2020	06/23/2020	1,801.63	1,801.63	100-100-52290	Other Professional Ser
Total 2007-01:						1,801.63	1,801.63		
Total 2099 Dustrud Architecture, P.C.:						2,310.03	2,310.03		
Total :						56,499.96	56,499.96		
Grand Totals:						56,499.96	56,499.96		

Summary by General Ledger Posting Period

<u>GL Posting Period</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
06/20	56,779.96	280.00-	56,499.96 ✓
Grand Totals:	<u>56,779.96</u>	<u>280.00-</u>	<u>56,499.96</u>



CITY OF VENETA - CIVIC CALENDAR - JULY 2020

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

1	Veneta Park Board Meeting - City Hall	Cancelled
3	City Hall closed in Observance of Independence Day Holiday	Closed
7	Veneta Planning Commission Meeting - City Hall	Cancelled
13	Veneta City Council Meeting - City Hall Veneta Urban Renewal Agency Meeting - immediately following	6:30 p.m.
16	Municipal Court - Please call for more information - 541-935-2191	
27	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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VENETA CITY COUNCIL AGENDA ITEM SUMMARY

Title/Topic: **ADOPTING AMENDMENTS TO VENETA LAND DEVELOPMENT ORDINANCE NO. 493 AND VENETA LAND DIVISION ORDINANCE NO. 494 SPECIFICALLY ADOPTING TYPE I-V PROCEDURES FOR PROCESSING LAND USE APPLICATIONS**

Meeting Date: June 22, 2020
Department: Community Development

Staff Contact: Evan MacKenzie
Email: emackenzie@ci.veneta.or.us
Telephone Number: 541-935-2191

ISSUE STATEMENT

Staff proposes to amend the City of Veneta Land Development Ordinance (No. 493) and Land Division Ordinance (No. 494) to incorporate a single source of standardized language for all land use application procedures and definitions, similar to that used by many other jurisdictions in Oregon. The current language is inconsistent and vague, making procedural standards unclear and difficult to administer. No changes to the list of permitted or prohibited uses, or other development regulations, are associated with this request.

This issue was discussed before the Planning Commission at its January 7, 2020 meeting, and then the City Council at its January 27 meeting. Both bodies recommended staff move the issue forward for consideration and adoption. The City Attorney is also supportive of the change and has reviewed the proposed amendments.

The amendments were formally presented to the Planning Commission at a duly noticed public hearing on May 5, 2020. The Commission recommended the City Council approve the proposed amendments with minor revisions, which have been incorporated into the material under consideration for adoption.

BACKGROUND

Staff has maintained a list of potential code updates for many years. The previous Community Development Director included a recommendation to transition the City to a standardized “Type” application procedure on that list. Many other jurisdictions use this procedure for processing land use actions that classify all applications depending on who issues the final decision and how. The proposed amendments would carry out that recommendation by classifying all land use applications under one of the five following procedural Types:

- A. **Type I Procedure (Ministerial).** Type I decisions are made by staff, without public notice and without a public hearing. The Type I Procedure uses clear and objective approval criteria that allows for the application of city standards and criteria without the exercise of discretion. Most Type I decisions require only an application form and can be approved by staff upon or shortly after receipt. Type I decisions are not land use decisions, and are not appealable.

- B. **Type II Procedure (Administrative).** Type II decisions are made by staff with public notice, submittal of written comments only (not a hearing), findings addressing all approval criteria and the exercise of limited discretion, and a decision to approve or deny the application. Interested parties may appeal a Type II decision if they believe a decision was made in error. Appeal of a Type II decision is heard by the Planning Commission.
- C. **Type III Procedure (Quasi-Judicial).** Type III decisions are made by the Planning Commission after public notice, and opportunity for written and oral public comment at a public hearing. Type III decisions generally apply approval criteria requiring the exercise of discretion, allowing the Planning Commission to weigh evidence presented and make its own findings and decision. Type III decisions may be appealed to the City Council.
- D. **Type IV Procedure (Quasi-Judicial).** Certain zoning map amendments are discretionary in nature, and require the exercise of judgment in applying the policies of the Comprehensive Plan and its implementing ordinances. These actions require a quasi-judicial review by the Planning Commission similar to a Type III action, but also require review and approval by the City Council and adoption by ordinance. Appeals of Type IV decisions go to the Oregon Land Use Board of Appeals (LUBA).
- E. **Type V Procedure (Legislative).** Type V procedures apply to legislative matters. Legislative matters include the adoption and amendment of land use regulations, and the City's Comprehensive Plan. Type I-IV decisions require consistency with adopted standards; Type V decisions generally change the standards and procedures that apply to land use applications. While Type II-IV applications require some level of quasi-judicial protection to discrete applicants, legislative decisions apply Citywide, and thus require a lower level of procedural protections. Type V matters are considered initially by the Planning Commission, which forwards a recommendation (not a decision) to the City Council. As Type V decisions involve policy choices about how the City should develop, the City enacts legislative decisions by ordinance. Appeals go to LUBA.

Staff has historically presented certain applications to the Planning Commission even if applicable approval criteria offered no discretion. Staff proposes to amend Ordinances 493 and 494 to clearly direct staff review of such actions unless an associated application, such as a Variance, requires review by the Planning Commission in order to approve it. In that event, the Planning Commission would review both applications, weigh any public testimony, and make findings, which may require discretion to determine if the evidence supports a decision to approve or deny or approve with conditions. Although the approval criteria for various land use applications may be different, the process that the City uses to arrive at a decision is often in line with one of the five procedural types identified above. Therefore, staff recommends deleting all procedural standards from Ord. 494 (Land Division) and assigning all applications in both ordinances with similar procedural requirements to the appropriate classification in the new Article 11 in Ord. 493 (Land Development).

The advantage of using the system outlined above is that all applications can be processed in a uniform way that City staff, members of the public, and applicants can easily understand. Removing and replacing the procedures currently scattered throughout the Land Development and Land Division Ordinances and consolidating them into one location will avoid confusion about the standards and processes that apply to each individual land use application. Moreover, many developers and contractors are familiar with these terms and procedures from other jurisdictions.

The version of the text with all amendments shown is in the June 8, 2020 City Council packet.

PUBLIC NOTICE

Any proposed amendments to the Comprehensive Plan or implementing ordinances require notice of a “Post Adoption Plan Amendment” to the Department of Land Conservation and Development (DLCD) a minimum of 35 days before the first evidentiary hearing. Notice was provided through the online PAPA submittal portal on January 31, 2020. Because the proposed amendments will not change any allowed or conditionally permitted uses on property in the City, no notices were mailed to property owners.

RELATED CITY POLICIES

Veneta Land Development Ordinance (No. 493)

Veneta Land Division Ordinance (No. 494)

COUNCIL OPTIONS

- 1) Proceed with a First Reading of Ordinance No. 557 as presented.
- 2) Proceed with a First Reading of Ordinance No. 557 with changes as directed.
- 3) Table Ordinance No. 557 for further review by staff as directed.
- 4) Decline to act on the proposed ordinance.

CITY ADMINISTRATOR’S RECOMMENDATION

Proceed with a First Reading of proposed Ordinance No. 557 as presented.

SUGGESTED MOTION

“I make a motion to adopt Ordinance No. 557, an Ordinance Adopting Amendments to Veneta Land Development Ordinance No. 493 and Veneta Land Division Ordinance No. 494 specifically adopting Type I-V Procedures for processing land use applications for first reading by title only.”

ATTACHMENTS

None.

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ORDINANCE NO. 557

**AN ORDINANCE ADOPTING AMENDMENTS TO LAND DEVELOPMENT
ORDINANCE NO. 493 AND LAND DIVISION ORDINANCE NO. 494 SPECIFICALLY
ADOPTING TYPE I-V PROCEDURES FOR PROCESSING LAND USE APPLICATIONS**

WHEREAS, the City relies on two different ordinances for control of most land use actions; and

WHEREAS, the Veneta Land Development Ordinance No. 493 and Land Division Ordinance No. 494 are not consistent regarding procedural requirements for land use applications; and

WHEREAS, the Veneta Land Development Ordinance No. 493 and Land Division Ordinance No. 494 share almost the same set of Definitions, even though some words only appear in one ordinance; and

WHEREAS, the City desires to be seen as development-friendly, and adopting procedural standards and definitions in its land development ordinances that are consistent and well-understood by the development community furthers that goal; and

WHEREAS, City staff engaged the Planning Commission in a discussion on the merits of adopting a unified "Type" procedure for land use applications similar to that used in other jurisdictions at its January 7, 2020 meeting, at which the Commission recommended the idea move forward to the City Council; and

WHEREAS, City staff engaged the City Council in a discussion on the merits of adopting a unified procedure for land use applications at its January 27, 2020 meeting, at which the Council recommended that staff formally initiate an amendment to Ordinances 493 and 494; and

WHEREAS, on January 31, 2020, the Department of Land Conservation and Development was notified of the proposed amendments; and

WHEREAS, on May 5, 2020, the Veneta Planning Commission conducted a properly advertised public hearing on the proposed amendments to Veneta Land Development Ordinance No. 493 and Veneta Land Division Ordinance No. 494 and recommended that the City Council adopt the proposed amendments; and

WHEREAS, on May 27, 2020, a Veneta City Council Public Hearing on the proposed amendments was properly advertised; and

WHEREAS, based upon all materials relevant to the proposal, staff reports, findings made by the Veneta Planning Commission, and testimony and comments submitted at public hearings, both orally and in writing, the Veneta City Council has made the findings of fact as set forth in Exhibit A.

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

Section 1. The City Council hereby adopts the Findings of Fact attached as Exhibit A as its basis for adopting amendments to Land Development Ordinance No. 493 and Land Division Ordinance No. 494.

Section 2. Veneta Land Development Ordinance No. 493 is hereby amended as follows:

A. ARTICLE 1 – INTRODUCTORY PROVISIONS

Section 1.02, PURPOSE, is hereby amended as set forth in the attached Exhibit B.

Section 1.03, SEVERABILITY, Section 1.04, POLICY OF NONDISCRIMINATION, and Section 1.05, DUTY OF ENFORCEMENT, are hereby added to Article 1 as set forth in the attached Exhibit B.

B. ARTICLE 2 – ADMINISTRATIVE PROVISIONS

Section 2.01, COMPLIANCE WITH ORDINANCE PROVISIONS, is hereby amended as set forth in the attached Exhibit B.

Section 2.03, ADMINISTRATION, is hereby replaced with Section 2.03, UNLAWFUL CONSTRUCTION OR USE, as set forth in the attached Exhibit B.

Section 2.06, FORM OF PETITIONS, APPLICATIONS, FINAL ACTION, Section 2.07, APPEALS, Section 2.11, NOTICE OF PUBLIC HEARING, Section 2.12, CONTINUANCE, EXTENSIONS AND REOPENING PUBLIC HEARINGS, and Section 2.13, NOTICE OF LIMITED LAND USE ACTIONS, are hereby repealed. Those sections are reserved for future amendment, as shown in the attached Exhibit B.

C. ARTICLE 4 – USE ZONES

Section 4.02, SINGLE-FAMILY RESIDENTIAL ZONE (SFR), is hereby amended to remove the introductory phrase “In an SFR zone, the following regulations shall apply:” and to remove the phrase “in the SFR zone” “and “In a SRF zone” throughout Section 4.02.

Section 4.03, GENERAL RESIDENTIAL ZONE (GR), is hereby amended to remove the introductory phrase “In a GR zone, the following regulations shall apply:” and to remove the phrase “In a GR zone” throughout Section 4.03.

Section 4.14, PLANNED DEVELOPMENT SUBZONE (/PD), subsection (4)(b) is hereby amended to change the first sentence as follows:

“The applicant shall petition for a Type III amendment to the zoning map as specified in Article 11.”

The remainder of Subsection 4.14(4)(b) remains unchanged. Subsection 4.14(12)(a) is hereby amended as follows:

“If substantial construction or development has not taken place within the approval period for a Type III Action, the /PD Subzone shall become null and void.”

D. ARTICLE 5 – SUPPLEMENTARY PROVISIONS

Section 5.01 GENERAL PROVISIONS REGARDING ACCESSORY USES, is hereby amended as set forth in the attached Exhibit B.

Section 5.04, RESERVED SECTION, is hereby replaced with 5.04, GENERAL STANDARDS FOR SINGLE FAMILY DETACHED DWELLINGS, as set forth in the attached Exhibit B.

Section 5.30, BACKYARD CHICKENS, subsections (6) through (10) are hereby entitled Section 5.31, STANDARDS FOR NEW RESIDENTIAL DEVELOPMENT, and renumbered as Subsections 5.31(1) through (4), with no amendments to text or graphics.

Section 5.31, ACCESSORY DWELLING UNIT STANDARDS, is hereby renumbered as Section 5.32, with no amendments to text or graphics.

E. ARTICLE 6 – SITE PLAN REVIEW

Section 6.01, SITE PLAN REVIEW PURPOSE AND APPLICABILITY, is hereby amended to add Subsection (3), as follows:

“(3) Types of Review. Site plan review application shall be submitted and processed pursuant to the Type II procedures set forth in Article 11 of this ordinance. If the applicant requests an adjustment to any Site Plan Review standards contained in this Article, the application shall be processed by the Planning Commission pursuant to the Type III Procedures set forth in Article 11 of this ordinance.”

Section 6.03, REQUIRED INFORMATION ON SITE PLAN, is hereby amended to change the first sentence of the introductory paragraph, as follows:

“All Site Plan Review applications shall include the following information based on the size, scale and complexity of the development.”

The remainder of Section 6.03 remains unamended and in full force and effect.

Section 6.05, APPROVAL CRITERIA, Subsection (1)(g) is hereby amended to remove the phrase “(Track II Site Plan Review)” with no replacement to that language. The remainder of Section 6.05 remains unamended and in full force and effect.

Section 6.06, PROCEDURE FOR APPROVING SITE PLANS, and 6.07, AMENDMENTS, are hereby amended as set forth in the attached Exhibit B.

F. ARTICLE 7 – TEMPORARY USE PERMIT REGULATIONS

Section 7.05, PROCEDURE FOR APPROVING TEMPORARY USE PERMITS, and Section 7.06, PROCEDURE FOR RENEWING TEMPORARY USE PERMITS, are hereby amended as set forth in the attached Exhibit B.

G. ARTICLE 8 – CONDITIONAL USES

Section 8.03, TAKING ACTION ON A CONDITIONAL USE APPLICATION, is hereby amended as set forth in the attached Exhibit B.

Section 8.05, TIME LIMIT ON AN APPROVED CONDITIONAL USE APPLICATION, is hereby repealed. That section is reserved for future amendment, as shown in the attached Exhibit B.

H. ARTICLE 10 – VARIANCES

Section 10.04, PROCEDURE FOR TAKING ACTION ON A VARIANCE APPLICATION, is hereby amended as set forth in the attached Exhibit B.

Section 10.06, TIME LIMIT OF AN APPROVED VARIANCE APPLICATION, is hereby repealed. That section is reserved for future amendment, as shown in the attached Exhibit B.

I. ARTICLE 11 – AMENDMENTS

ARTICLE 11 – AMENDMENTS is hereby replaced in full with ARTICLE 11 – PROCEDURAL STANDARDS, as set forth in the attached Exhibit B.

J. ARTICLE 12 – HOME OCCUPATIONS

Section 12.03, MINOR HOME OCCUPATIONS, is hereby amended as set forth in the attached Exhibit B.

K. ARTICLE 13 – DEFINITIONS

ARTICLE 13 – DEFINITIONS is hereby amended as set forth in the attached Exhibit B.

L. All references to “Track 2 Site Plan Review” throughout the Veneta Lane Development Ordinance 493 are hereby amended to read “Type III Site Plan Review.”

M. All incorrect cross-references and Table of Contents titles and page numbers are hereby updated to reflect the amendments adopted herein.

Section 3. Veneta Land Division Ordinance 494 is hereby amended as follows:

A. ARTICLE 2 – APPLICATION AND VARIANCE PROCEDURES

ARTICLE 2 – APPLICATION AND VARIANCE PROCEDURES, is hereby retitled “APPLICATION PROCEDURES.”

Section 2.03, SUBMISSION PROCEDURE, and Section 2.05, VARIANCE PETITION, are hereby amended as set forth in the attached Exhibit C.

Section 2.06, NOTICE OF LIMITED LAND USE ACTIONS, is hereby repealed. That Section is reserved for future amendment, as shown in the attached Exhibit C.

B. ARTICLE 4 – SUBDIVISIONS

Section 4.02, TENTATIVE PLAN REVIEW AND ACTION PROCEDURES, Section 4.03, CATEGORIES FOR REVIEW OF TENTATIVE PLAN APPLICATIONS, and Section 4.04, AMENDMENTS, are hereby amended as set forth in the attached Exhibit C.

C. ARTICLE 5 – PARTITIONS

Section 5.03, TENTATIVE PLAN REVIEW AND ACTION PROCEDURES, and Section 5.04, CATEGORIES FOR REVIEW OF TENTATIVE PLAN APPLICATIONS, are hereby amended as set forth in the attached Exhibit C.

D. ARTICLE 8 – GENERAL PROVISIONS

Section 8.05, AMENDMENTS, and Section 8.06, DEFINITIONS, are hereby amended as set forth in the attached Exhibit C.

E. All incorrect cross-references and Table of Contents titles and page numbers are hereby updated to reflect the amendments made herein.

Section 4. All unamended provisions and sections and provisions of Ordinance Nos. 493 and 494 shall remain in full force and effect.

Section 5. Effective Date. This Ordinance will go into full force and effect on the 30th day after City Council enactment.

READ FOR A FIRST TIME, BY TITLE ONLY, this ____ day of June 2020, 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 _____, 2020, no Council person present 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 _____, 2020.

XXXXXXXXXXXXXXXXXXXXX

Keith Weiss, Mayor
Executed on _____

ATTEST:
XXXXXXXXXXXXXXXXXXXXX

Darci Henneman, City Recorder

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**ORDINANCE NO. 557 EXHIBIT A
VENETA CITY COUNCIL
FINDINGS OF FACT
File # A-1-20**

**ADOPTION OF AMENDMENTS TO
VENETA LAND DEVELOPMENT ORDINANCE NO. 493
AND LAND DIVISION ORDINANCE NO. 494**

A. The Veneta City Council finds the following:

1. The issue was discussed before the Planning Commission at its January 7, 2020 meeting, and then the City Council at its January 27 meeting. Both bodies recommended staff move the issue forward for consideration and adoption. The City Attorney was also supportive of the change and reviewed the proposed amendments.
2. The City provided public notice to the Oregon Department of Land Conservation and Development (DLCD) on January 31, 2020 at least 35 days prior to the first public hearing, and provided notice in the Fern Ridge Review on April 22, 2020 at least 10 days prior to the first public hearing, per Veneta Land Development Ordinance No. 493, Section 2.11. Because no properties or property uses were affected by the proposed amendments, mailed notices to property owners were not required.
3. The Planning Commission held a public hearing on May 5, 2020 on the proposed amendments to Veneta Land Development Ordinance No. 493 and Veneta Land Division Ordinance No. 494 and recommended adoption to the City Council.
4. The Veneta City Council conducted public hearings on June 8 and June 22, 2020 on the proposed amendments to Veneta Land Development Ordinance No. 493 and Veneta Land Division Ordinance No. 494.
5. Based on the findings below, the City Council concluded that the proposed amendments are in conformance with the applicable Statewide Planning Goals, the Veneta Comprehensive Plan, Veneta Land Development Ordinance No. 493, Veneta Land Division Ordinance No. 494, and amendments thereto.

B. IT IS HEREBY ORDERED that the Veneta City Council adopt the proposed amendments to Ordinance Nos. 493 and 494 based on the following findings of fact:

1. **The following Statewide Planning Goals have been considered by the City of Veneta for adoption of the proposed amendments:**

Citizen Involvement (Goal 1)

Objective: To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

Finding: The Planning Commission and City Council conducted public hearings on the proposal prior to adopting proposed amendments. Notice of the proposal and hearings was published in the Fern Ridge Review on April 10, 2020. The proposal was submitted to the Department of Land

Conservation and Development on January 23, 2020 at least 35 days in advance of the first public hearing scheduled for April 7, 2020, but postponed to May 5, 2020.

Because the proposal will “change the rules that apply,” it is a legislative action. However, because the proposed amendment package will not change the Comprehensive Plan designation or zoning on any property, and will not change the permitted, conditional or prohibited uses or any specific development regulations, no notice to individual property owners or “Measure 56” notice was required. Staff was very mindful of the reduced opportunity for public participation offered by the current Coronavirus pandemic, and limited the amendment package to language that will have little, if any, impact on our citizens, property owners, businesses or developers.

Legislative decisions first require a Planning Commission public hearing and recommendation to the City Council, which then makes a decision based on stated findings. The Planning Commission and City Council hearings were duly noticed and open to the public. Phone numbers were publicly advertised for citizens to call into the meetings if they were unable or uncomfortable attending meetings in person. The Planning Commission public hearing was held on May 5, 2020. City Council public hearings were held on June 8, 2020 (first reading) and June 22, 2020 (second reading and adoption).

Land Use Planning (Goal 2)

Objective: To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

Finding: The proposal is to amend and consolidate the procedural language and definitions in the Veneta Land Development Ordinance and Land Division Ordinance. The impetus for the proposal is a desire to make the City’s procedural standards consistent for both Ordinances, and also to bring the standards in line with those used by many other jurisdictions. The result and benefit will be that the City’s procedural standards will be more easily understood and followed by City staff, elected and appointed officials, and the development community. Ultimately, the purpose of the amendment package is increased compliance with Goal 2.

Economic Development (Goal 9)

Objective: To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Finding: As previously noted, the proposed amendments will not change permitted or prohibited uses within the City of Veneta and will have no impact on development regulations.

The impact of the amendment package on the public will be easier to understand ordinances, a slightly reduced time frame for processing some applications, and the potential to reduce development costs, all of which is consistent with Goal 9.

Statewide Planning Goals 1, 2 and 9 are the only Goals that apply to the proposed amendments. No public, agency, or other testimony has been received to indicate that the remaining Goals are applicable to this action.

Conclusion: The amendments are consistent with Statewide Planning Goals 1, 2 and 9. Remaining Statewide Goals are not applicable to this action.

2. **The following Statutes, Rules, Comprehensive Plan Provisions and Implementing Ordinances have been considered by the City of Veneta in the formation of the language contained within this request:**

Statutory Requirements

Findings: Although all Comprehensive Plans and implementing ordinances must be consistent with state law, the limited frequency of amendments results in many local codes being out of compliance. The amendment package under consideration is limited to addressing compliance with procedural requirements for land use actions.

The proposed amendments were reviewed by the City Attorney for conformance with Oregon Revised Statutes ([ORS](#)) and Oregon Administrative Rules ([OAR](#)). Minor changes were also made to ensure consistency with the Oregon Residential Specialty Code ([ORSC](#)).

Comprehensive Plan Economic Development Element

Per the Element:

This element addresses State Economic Development Goal 9, "To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens."

Finding: The proposed amendments will have an indirect impact on economic development efforts by reducing redundant and conflicting language within our two development ordinances and providing a set of procedures that is generally understood by the development community. A development-friendly code is easy to understand and is not subject to different interpretations by developers, staff, and our elected and appointed officials. Consolidating all procedural language and definitions into one ordinance is one way to improve the City's development regulations.

Because the proposed amendments will have no impact on permitted or prohibited uses or other development standards within the City, there should be minimal impact, if any, relative to other Comprehensive Plan elements.

Procedural Requirements in Veneta Land Development Ordinance No 493:

SECTION 11.01 AUTHORIZATION TO INITIATE AMENDMENTS

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.

SECTION 11.02 PUBLIC HEARINGS ON AMENDMENTS

All requests for amendment to the text or zoning map of this ordinance shall comply with the following public hearing procedures:

- 1) Notice of public hearing shall be as specified in Section 2.11.*
- 2) The Planning Commission shall conduct a public hearing on the proposed amendment at its earliest practicable meeting after it is proposed. Lane County shall be notified about proposed amendments and large area rezoning proposals before the date of the hearing.*
- 3) The Planning Commission shall, within 40 days after the initial hearing date, recommend to the City Council approval, disapproval or modification of the proposed amendment.*

- 4) *After receiving the recommendation of the Planning Commission, the City Council shall hold a public hearing on the proposed amendment in conformity with the notice provisions of Section 2.11.*
- 5) *All public hearings shall be in accordance with procedures for the conduct of hearings before the Planning Commission and City Council.*
- 6) *Within seven (7) days after a decision has been rendered with reference to an amendment, the Building and Planning Official shall provide the applicant with written notice of the decision. This procedure shall apply to recommendations made by the Planning Commission and to final action made by the City Council.*

Finding: One public hearing was held by the Planning Commission and two public hearings were held by the City Council in accordance with VLDO Section 2.11 and 11.02. Notice was emailed to DLCD on January 31, 2020, at least 35 days prior to the first hearing. Notice was published in the Fern Ridge Review on April 22, 2020 at least 10 days prior to the first evidentiary hearing, per Section 2.11(1). A second notice was published on May 27, 2020, 12 days prior to the first City Council hearing.

Planning Commission recommendations and the City Council's decisions are based on applicable statewide planning goals and guidelines, federal and state statutes and rules, Comprehensive Plan policies, and provisions of the Veneta Land Development Ordinance, as presented in the final order.

SECTION 1.02 PURPOSE

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.

Finding: The proposed amendments to the Veneta Land Development and Land Division Ordinances will not change any permitted or prohibited uses within the City's jurisdiction. The proposed amendments will consolidate the procedural standards and definitions for the City's Land Development and Land Division Ordinances, and put them in a hierarchical Type I-V typology consistent with many other jurisdictions in the State. This typology is understood by the development community, which will make Veneta more development-friendly. As described, the proposed amendments promote the public health, safety and general welfare of Veneta.

City of Veneta Ordinance No. 557, Exhibit B

Amendments to the

VENETA LAND DEVELOPMENT ORDINANCE No. 493

ARTICLE 1 - INTRODUCTORY PROVISIONS

1.02 PURPOSE

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.

The provisions of this ordinance shall be deemed minimum requirements for the preservation of the public safety, health, convenience, comfort, prosperity and general welfare of the people of the City of Veneta.

1.03 SEVERABILITY

The provisions of this ordinance are severable. If a section, sentence, clause or phrase of this ordinance is adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this ordinance.

1.04 POLICY OF NONDISCRIMINATION

Age, gender/race or physical disability shall not be an adverse consideration in making a land use decision as defined in Oregon Law.

1.05 DUTY OF ENFORCEMENT

It shall be the duty of the City Administrator to see that this Ordinance is enforced. No permit for the construction or alteration of any building or part thereof shall be issued unless the plans, specifications and intended use of such building conform in all respects with the provisions of this Ordinance.

ARTICLE 2 - ADMINISTRATIVE PROVISIONS

2.01 COMPLIANCE WITH ORDINANCE PROVISIONS

Land Use Consistent with this Ordinance:

- (1) Land may be used and a structure or part of a structure may be constructed, altered, occupied or used only as this ordinance permits.
- (2) No lot area, yard, off-street parking area, off-street loading area or other open space existing on or after the effective date of this ordinance shall be reduced below the minimum required for it by this ordinance.
- (3) No lot area, yard, off-street parking area, off-street loading area or other open space shall be used as the required lot area, yard, off-street parking area, off-street loading area or other open space of another use, except as provided for in this ordinance.
- (4) Development shall not commence until the applicant has received all of the appropriate land use and development permits

2.03 UNLAWFUL CONSTRUCTION OR USE

- (1) Violations. If a structure is located, constructed, maintained, repaired, altered or used, or land is used in violation of this ordinance, the City may utilize the procedures in this ordinance, or any other lawful means, to correct the violation.
 - (a) Within a reasonable time after discovering a violation of this ordinance, the Building and Planning Official shall notify the property owner that such a violation exists.
 - (b) If the violation does not involve a structure, action to correct the violation shall be made within 30 days. If the violation involves a structure, action to correct the violation shall be made within 60 days.
 - (c) If no action has been taken to correct the violation within the specified time, the Building and Planning Official shall refer the violation to the City Administrator for enforcement.
- (2) Penalties for Noncompliance.
 - (a) Violation of any provision of this ordinance or any amendment thereto is punishable, upon conviction, by a fine of not less than \$50 dollars nor more than \$500 dollars.

(b) A violation of this ordinance shall be considered a separate offense for each day the violation continues.

2.06 RESERVED

2.07 RESERVED

2.11 RESERVED

2.12 RESERVED

2.13 RESERVED

ARTICLE 5 - SUPPLEMENTARY PROVISIONS

5.01 GENERAL PROVISIONS REGARDING ACCESSORY USES

An accessory use shall comply with all requirements for a principal use, except where specifically modified by this Section. Accessory uses shall not be used for human habitation. Accessory uses shall comply with the following standards.

- (1) Fences, hedges and walls may be located within required yards but shall not exceed 48" (four (4) feet) in height in any required front yard which abuts a street other than an alley nor 2-1/2 feet in height in a vision clearance area. Elsewhere, fences, hedges and walls shall not exceed six (6) feet in height in residential and commercial zones and eight (8) feet in height in industrial zones. Swimming pools, tennis courts, and other accessory recreational structures may have fences that exceed six (6) feet, provided they are not located within the front yard, but may be allowed within the side and rear yards.
- (2) No sales shall be made from a greenhouse or hothouse maintained as an accessory to a dwelling in a residential zone unless the sales have been approved as a home occupation.
- (3) The highest point of the roof of an accessory or structure shall not exceed a building height of 24 feet in a residential zone.
- (4) A garage shall be located a minimum of twenty (20) feet from front lot line in a residential zone except in an RC zone and as specified in Section 5.09(1). Parking requirements as specified in Section 5.20 continue to apply to lots with reduced setbacks. Garages must also meet the requirements of Article 13, Section 13.02 Dwelling, Single-Family (8).
- (5) Except for garages and carports, accessory structures in the SFR, GR, and RC zones, including those not requiring a building permit, shall not be located between any front or side street and a principal building and must comply with the minimum yard setbacks for the zone in which they are located.
- (6) Boats, trailers, detached campers, motorized dwellings and similar recreation equipment may be stored, but not used for human habitation, on a lot as an accessory use to a dwelling provided that storage shall not be permitted in a front yard.
- (7) All buildings that are accessory structures shall have a minimum roof pitch of 12:12, except for Accessory Dwelling Units (ADUs).

5.04 GENERAL STANDARDS FOR SINGLE FAMILY DETACHED DWELLINGS

All new single family detached dwellings shall:

- (1) Meet current energy standards as adopted by the State of Oregon.
- (2) Be occupied only for residential purposes.
- (3) Conform to all residential use development standards for one-family dwellings.

- (4) Be constructed or installed in accordance with the Oregon Residential Specialty Code as adopted by the City or as defined within the statutes of the State of Oregon.
- (5) Be placed or constructed on foundations:
 - (a) Stick-built homes shall have foundation systems in accordance with the Oregon Residential Specialty Code;
 - (b) Manufactured dwellings shall be placed on an excavated and back-filled foundation, enclosed at the perimeter with no more than sixteen (16) inches of enclosing material exposed above grade. Where the building site has a sloped grade, no more than sixteen (16) inches of the enclosing material shall be exposed on the uphill side of the home. If the manufactured home is placed on a basement, the sixteen (16) inch limitation will not apply.
- (6) Have a minimum width of eighteen (18) feet as measured by the narrowest elevation.
- (7) Have an exterior finish and roof materials commonly found on residential structures in the area and City of Veneta.
- (8) Have a roof with eaves and gable overhangs of not less than six (6) inches measured from the vertical side of the structure and shall include gutters.
- (9) Have an enclosed garage or carport whichever is commonly found in the surrounding area and its exterior covering and roof materials shall be the same as the main structure. The maximum size of the garage shall be three stalls, with a maximum floor area of 900 square feet. Garage may be attached to house or detached.
- (10) Have electrical meter base attached either to the garage or dwelling unit.
- (11) Have a roof with a nominal pitch of 3 feet in height for each twelve feet in width.

ARTICLE 6 - SITE PLAN REVIEW

6.06 PROCEDURE FOR REVIEWING SITE PLANS

- (1) Prior to taking action on a Site Plan the City must provide notice of a Type II procedure in compliance with Article 11 of this ordinance.
- (2) Approval of any Site Plan will be subject to compliance with the standards set forth in this ordinance and elsewhere by City ordinance or resolution. Type III Site Plan Review applications and major site plan amendments may be approved, approved with discretionary and non-discretionary conditions or denied. Type II Site Plan Review applications and Minor site plan amendments may be reviewed by the Building and Planning Official, and if approved, may include conditions as necessary to ensure compliance with applicable requirements if not shown on submitted plans.
- (3) As a result of an approved site plan, a final map shall be prepared and filed with the Community Development Department, including all required modifications and conditions. Once approved, the site plan submitted shall become the official plan. The applicant may be required to sign and record a Development Agreement in a form approved by the City Attorney against the property to assure compliance with ongoing conditions of approval. Building permits shall be issued only for plans which substantially conform to the official plan and all construction shall substantially conform to the official plan or a Certificate of Occupancy may be withheld until compliance.

6.07 AMENDMENTS

Amendments are only permitted for developments for which the City has record of an approved Site Plan. A change to an existing development for which a previous site plan has never been approved requires a full site plan review. If the proposed use is more intensive than the existing use, additional Systems Development Charges shall be assessed at the time a building permit is issued.

Major amendments to an approved site plan shall follow the same procedure as for an approval of a site plan review. A new application and filing fee are required and the proposal must be approved by the Planning Commission. Major site plan amendments involve a change that does not meet the criteria listed under minor site plan amendments. Minor site plan amendments that may be approved through a Type I application are those that meet the following criteria:

- (1) The site plan amendment does not involve any interpretation of submission requirements or required findings that would set a precedent for other site plans or site plan amendments.
- (2) The site plan amendment will not change the impacts (such as traffic generation, emissions or drainage) on surrounding properties.
- (3) The site plan amendment fully complies with City ordinances and does not require a variance.
- (4) There are no unusual circumstances relative to the site plan amendment.
- (5) There are no questions of adequacy of services raised by The Public Works Superintendent, City Engineer, or any affected public or private agency.

Any amendment that involves commercial or industrial development adjacent to Hwy 126 and involves a change in use that is more intensive than the current or previous use as determined by the Building and Planning Official shall require a Type III application and review.

The Planning Commission shall be advised of all administrative approvals of site plan amendments at the following regular Planning Commission meeting.

ARTICLE 7 - TEMPORARY USE PERMIT REGULATIONS

7.05 PROCEDURE FOR REVIEWING TEMPORARY USE PERMITS

- (1) Prior to taking action on a temporary use permit, the City must provide notice of a Type II procedure, except for Mobile Vending Units which will be processed as follows:
 - (a) A mobile Vending Unit requires a Type I application and associated procedure as set forth in Article 11 of this ordinance.
 - (b) A mobile Vending Site requires a Type II application and associated procedure as set forth in Article 11 of this ordinance.
- (2) The Building and Planning Official may approve, disapprove, or conditionally approve the Temporary Use Permit. If the application is for a highly visible location or potentially controversial use, the Building and Planning Official may forward the application to the Planning Commission for decision. Approval of the Temporary Use Permit will be subject to compliance with the standards as set forth in this ordinance and standards established elsewhere by City ordinance or resolution.
- (3) The Building and Planning Official or the Planning Commission may attach appropriate and reasonable conditions to the permit that are necessary to secure the public health, safety, and welfare and to maintain compliance with city codes and ordinances. Such clear and objective standards may include but are not limited to:
 - (a) Setback requirements.
 - (b) Screening.
 - (c) Control of points of ingress and egress.
 - (d) Special provisions for signs.
 - (e) Landscaping and maintenance of landscaping.
 - (f) Maintenance of grounds.
 - (g) Control of noise, vibration, and odors.
 - (h) Limitation of hours for certain activities.
 - (i) Limitation of duration of temporary use.
 - (j) Once approved, the site plan for the temporary use as modified with conditions shall become the official plan.

- (k) If written Notice of Appeal is not filed within fifteen (15) days of the date the Final Order is signed and mailed, the decision becomes final.
- (l) Compliance with conditions imposed in the temporary use permit and adherence to the approved plans is required. The Building and Planning Official may revoke the temporary use permit with any departure from the approved plans or conditions or approval.
- (m) All temporary uses involving a business must comply with Veneta Municipal Code Chapter 5.05, Business Registration.

7.06 RENEWING TEMPORARY USE PERMITS

- (1) Temporary Use Permit shall be subject to review and approval by the Building and Planning Official on an annual basis.
- (2) Public Notice requirements may be waived for renewal of Temporary Use Permits at the discretion of the Building and Planning Official provided that:
 - (a) No formal complaints have been filed regarding the temporary use.
 - (b) There have been no changes made to the site plan or activities from the time of initial approval as verified by the Building and Planning Official.

ARTICLE 8 - CONDITIONAL USES

8.03 PROCEDURE FOR REVIEWING A CONDITIONAL USE APPLICATION

Conditional Use applications shall be processed pursuant to the standards for a Type III application contained in Article 11.

- (1) Lane County shall be notified of any conditional use permits that will have a potential impact or effect on lands, services or facilities outside the city limits.

8.05 RESERVED

ARTICLE 10 – VARIANCES

10.04 PROCEDURE FOR REVIEWING A VARIANCE APPLICATION

Variance applications shall be processed pursuant to the standards for a Type III application as set forth in Article 11 of this ordinance.

- (1) The Planning Commission may prescribe the terms and conditions upon which a variance may be granted and set a time limit for the duration of such variance and may require guarantees in such form as deemed proper under the circumstances to ensure that the purpose for which said variance is granted will be fulfilled and that the conditions of the variance will be met.

10.06 RESERVED

ARTICLE 11 - PROCEDURAL STANDARDS

SECTION 11.01 PURPOSE AND APPLICABILITY

- (1) Purpose. This Article establishes procedures to initiate and make final decisions on planning actions under the Veneta Land Development Ordinance (“this ordinance”), pursuant to City policy and state law.
- (2) Applicability of Review Procedures. All planning actions shall be subject to processing by one of the following procedures summarized in subsections (a) – (d), below, and as designated in Table 11.01. Building permits and other approvals, including approvals from state or federal agencies, may be required. Failure of the applicant to receive notice of any such requirement does not waive that requirement or invalidate any planning action under this ordinance.
 - (a) Type I Action (Ministerial Decision). The Director makes Type I decisions by applying clear and objective standards and criteria that do not require the use of discretion in their application. A public notice and public hearing are not required for Type I decisions. Type I decisions are not land use decisions subject to appeal to LUBA. Procedures for Type I actions are contained in Section 11.05.
 - (b) Type II Procedure (Administrative Decision). Type II decisions are usually made by the Director and require the use of a limited amount of discretion. Type II decisions require public notice and allow for submission of written comment from the public, but a public hearing is not required. Director decisions are appealed to the Planning Commission. Alternatively, the Director may refer a Type II application to the Planning Commission for its review and decision in a public hearing. Planning Commission decisions are appealed to the City Council. Procedures for Type II actions are contained in Section 11.06.
 - (c) Type III Procedure (Quasi-Judicial Decision). Type III decisions involve standards and criteria that require the use of discretion. Type III decisions are made by the Planning Commission after a public hearing, with an opportunity for appeal to the City Council. Quasi-judicial decisions involve discretion and implement policy. Procedures for Type III actions are contained in Section 11.07.
 - (d) Type IV Procedure (Quasi-Judicial Zoning Map Amendment). Type IV decisions are certain zoning map amendments that involve the exercise of discretion and require quasi-judicial procedural protections. Type IV decisions require the recommendation of the Planning Commission after a public hearing, with the City Council serving as the final decision-maker, after a second public hearing. If approved, Type IV decisions are

implemented via ordinance. Procedures for Type IV actions are contained in Section 11.08.

- (e) Type V Procedure (Legislative Decision). Type V decisions are legislative decisions, such as the adoption and amendment of land use regulations and the Comprehensive Plan to implement public policy. Type IV matters are initially considered by the Planning Commission, which makes a recommendation to City Council. The Council makes the final decision on a legislative proposal through ordinance enactment. Public notice and hearings in front of the Planning Commission and City Council are required prior to the final decision. The City Council’s decision is the final local decision. Procedures for Type IV actions are contained in Section 11.09.

Table 11.01. Summary of Applications by Type of Review Procedure

Action	Procedure
Amendments	
Comprehensive Plan text	Type V
Comprehensive Plan map	Type V
Zoning Map (may be quasi-judicial or Legislative)	Type IV / V
Ordinance Text	Type V
Annexation	See ORS 222
Conditional Use Permit	Type III
Extension of Time	Type I or III
Floodplain Development	
Home Occupation (Minor or Major)	Type I or III
Interpretation of Ordinance	Type II or III
Mobile Vending	
Modification to Approval	
Minor Modification	Type I
Major Modification	Per original review
Sign Permit	Type I
Site Plan Review	Type II or III
Temporary Use	Type I
Tree Removal	Type I

SECTION 11.02 DETERMINATION OF REVIEW PROCEDURE

Where Table 11.01 designates more than one possible review procedure, the applicable review procedure shall be determined based on the specifics of the application(s) and criteria applied.

SECTION 11.03 PRE-APPLICATION CONFERENCE AND CONSOLIDATION OF REVIEW

- (1) Pre-Application Conference. All applicants for Type II-V actions must complete a pre-application conference for the proposal within six months prior to filing the application. The Director may waive this requirement if, in the Director's opinion, the information to be gathered in a pre-application conference already exists in the complete application. The purpose of the conference shall be to acquaint the applicant with the substantive and procedural requirements of this ordinance, provide for an exchange of information regarding applicable elements of the comprehensive plan and development requirements, and to identify policies and regulations that create opportunities or pose significant constraints for the proposed development. The Director is authorized to create procedures allowing for electronic or other alternative forms of conferences.
- (2) Consolidated Review Procedures. An applicant may apply at one time for all permits and approvals needed for a project proposal. When applicable, the consolidated procedure shall be subject to the time limitations set out in ORS 227.178. To process consolidated applications, the City shall follow the highest review procedure required for any single application type submitted. For example, a consolidated application that includes a Type II and a Type III procedure would be subject to Type III review procedures.

SECTION 11.04 BURDEN OF PROOF

The burden of producing substantial evidence to support the requisite findings is on the applicant. If no supporting evidence is produced by the applicant, the City may deny the application.

- (1) The applicant has the burden of proof regarding all requests affecting a subject property, and the applicant recognizes that it bears the sole obligation to substantiate all requests.
- (2) If an applicant wishes to file a local appeal of any decision made under this ordinance, the applicant shall pay an appeal fee (subject to limitations of ORS 227.175(10) and 227.180(1)(c) for certain actions).

SECTION 11.05 TYPE I PROCEDURE (MINISTERIAL DECISION)

Type I decisions are made by the Director. A public notice and public hearing are not required for Type I decisions. Type I decisions involve clear and objective standards and criteria that do not require the exercise of discretion.

(1) Application Requirements and Review.

- (a) Application Form and Fee. Applications subject to Type I review shall be submitted on forms provided by the Director. All property owners of the subject parcel or their authorized agents, as applicable, must sign the application. The application shall not be considered complete unless it includes all information required by this ordinance and the appropriate application fee.
- (b) Decision. Within 21 days after accepting a complete application for a Type I review, the Director shall approve, approve with conditions or deny the application based upon applicable criteria, unless such time limitation is extended by applicant. Conditions of approval may specify other required permits and/or approvals.
- (c) Notice. Within 5 days after the Director renders a decision, the applicant and property owner shall be notified in writing of the decision.

(2) Building Permits. The City shall not issue a building permit for a project subject to review under this Section until the Director has approved the Type I application.

(3) Criteria and Decision. The Director, in approving a Type I application, may find that other City permits or approvals are required prior to issuance of construction or building permits.

(4) Effective Date. A Type I decision is final on the date it is signed by the Director, with no right to a local appeal.

11.06 TYPE II PROCEDURE (ADMINISTRATIVE DECISION)

Type II decisions are made by the Director with limited discretion, following public notice and a public written comment period. Type II decisions provide an opportunity for appeal to the Planning Commission. Notwithstanding any other provision, and at no additional cost to the applicant, the Director may choose to refer a Type II application to the Planning Commission for a public hearing utilizing the Type III procedure in order to request an interpretation, provide for greater notice and opportunity for public participation than would otherwise be required, or in order to comply with any applicable time requirements.

(1) Application Requirements.

- (a) Application Form and Fee. Applications subject to Type II review shall be submitted on forms provided by the Director. All property owners of the subject parcel or their authorized agent, as applicable, must sign the application. The application shall not be considered complete unless it includes all information required by this ordinance and the appropriate application fee.
- (b) Submittal Information. The application shall include all of the following information.
 - 1. The information requested on the application form.
 - 2. Plans and exhibits required for the specific approval(s) sought.
 - 3. A written statement or letter explaining how the application satisfies each and all of the relevant criteria and standards in sufficient detail.
 - 4. Information demonstrating compliance with all prior decision(s) and conditions of approval for the subject site, as applicable.
 - 5. The required fee.

(2) Notice of Application.

- (a) Mailing of Notice of Application. The purpose of the notice of application is to give nearby property owners and other interested people the opportunity to review and submit written comments on the application before the City issues a decision. Within ten days of deeming a Type II application complete, the City shall mail a notice of a pending Type II application to the following:
 - 1. Applicant.
 - 2. Owners and occupants of the subject property.
 - 3. Owners and occupants for properties located within 300 feet of the perimeter of the subject site.
 - 4. Neighborhood groups or community organizations officially recognized by the City that include the area of the subject property.
 - 5. Where an application subject to Type II review is preceded by a Type III decision, to parties of record from the prior Type III decision.
 - 6. For applications to amend an approval, to the same mailing address provided by those who provided testimony for the original application.
- (b) Content of Notice of Application. The notice of application shall include all of the following:
 - 1. The street address or other easily understandable reference to the location of the proposed use or development.

2. A summary of the proposal.
 3. The applicable criteria for the decision, listed by commonly used citation.
 4. Date and time that written comments are due, and the physical address where comments must be mailed or delivered.
 5. An explanation of the 14-day period for the submission of written comments, starting from the date of mailing.
 6. A statement that a copy of the application, all documents and evidence submitted by or for the applicant, and the applicable criteria and standards are available for review and that copies will be provided at a reasonable cost.
 7. A statement that issues that may provide the basis for appeal to the Land Use Board of Appeals must be raised in writing and with sufficient specificity to enable the decision-maker to respond to the issue (See ORS 197.195(3)(c)(B)).
 8. The name and telephone number of a City contact person.
 9. A brief summary of the Type II review and decision-making process.
- (c) **Posted Notice.** The City shall post the notice of application on the project site in clear view from a public right-of-way using a poster format prescribed by the Director. Posting shall occur not later than the date of the mailing of the notice.
- (d) **Certification of Notices.** The City shall prepare an affidavit or other certification stating the date(s) the notices were mailed and posted, which shall be made a part of the file.
- (3) **Decision.**
- (a) At the conclusion of the comment period, the Director shall review the comments received and prepare a decision approving, approving with conditions, or denying the application based on the applicable ordinance criteria. The Director shall prepare a decision within 60 days of the City's determination that an application is complete, unless the applicant agrees to a longer time period. Alternatively, the Director may transmit written comments received, along with a copy of the application, to the Planning Commission for review and decision at its next regularly scheduled meeting.
- (b) Where the Director refers a Type II application to the Planning Commission, the Commission shall review the application pursuant to applicable criteria and standards and shall approve, approve with conditions, or deny the application following the Type III procedure set forth in Section 11.07.

(4) Notice of Decision.

(a) Mailing of Notice of Decision. Within five days after the Director renders a decision, the City shall mail notice of the decision to the following:

1. Applicant.
2. Owners and occupants of the subject property.
3. Parties of record; this includes any group or individual who submitted written comments during the comment period.
4. Those groups or individuals who requested notice of the decision.
5. For applications to amend an approval, to any parties who received the Notice of Decision from the original application, as their names and addresses appeared in the previous notice.

(b) Content of Notice of Decision. The notice shall include all of the following:

1. A description of the nature of the decision.
2. An explanation of the nature of the application and the proposed use or uses, which could be authorized.
3. The street address or other easily understandable reference to the location of the proposed use or development.
4. The name and telephone number of a City contact person.
5. A statement that a copy of the application, all documents and evidence submitted by or for the applicant, and applicable criteria and standards are available for review and that copies will be provided at reasonable cost.
6. A statement that any person who is adversely affected or aggrieved or was mailed a written notice of the decision may request appeal as provided in subsection (6), below.
7. A statement that the decision becomes final when the period for filing a local appeal has expired.
8. An explanation that a person who is mailed written notice of the decision cannot appeal directly to LUBA.

(c) Certification of Notices. The City shall prepare an affidavit or other certification stating the date(s) the notices were mailed and posted, which shall be made a part of the file.

(5) Effective Date of Decision. Unless the conditions of approval specify otherwise or the decision is appealed, a Type II decision becomes effective 12 days after the City mails the notice of decision.

(6) Appeal of Type II Decision. A Type II decision made by the Director may be appealed to the Planning Commission and a Type II decision made by the Planning Commission after referral from the Director may be appealed to the City Council, pursuant to the following:

- (a) Who May Appeal. The following persons have standing to appeal a Type II decision.
1. The applicant or owner of the subject property.
 2. Any person entitled to written notice, pursuant to subsection 11.06 (4).
 3. Any other person who submitted comments into the written record.
 4. A person adversely affected or aggrieved by the decision.
- (b) Appeal Filing Procedure.
1. Notice of Appeal. Any person with standing to appeal, as provided in subsection 11.06 (6) (a), above, may appeal a Type II decision by filing a notice of appeal and paying the required appeal fee. An appeal fee shall not be required of neighborhood or community organizations recognized by the City and whose boundaries include the site. If an appellant prevails at the hearing or upon subsequent appeal, the fee for the initial hearing shall be refunded.
 2. Time for Filing. A notice of appeal shall be filed with the Director within 12 days of the date the notice of decision is mailed.
 3. Content of Notice of Appeal. The notice of appeal shall be accompanied by the required filing fee and shall contain:
 - a. An identification of the decision being appealed, including the date of the decision.
 - b. A statement demonstrating the person filing the notice of appeal has standing to appeal.
 - c. A statement explaining the specific issues being raised on appeal.
 - d. A statement demonstrating that the appeal issues were raised during the public comment period.
 4. The requirements of this Section are jurisdictional and required for City acceptance.
- (c) Scope of Appeal. Appeal hearings on Type II decisions made by the Director shall be de novo hearings before the Planning Commission. Appeals shall not be limited to the application materials, evidence and other documentation, and specific issues raised in the review leading up to the Type II decision, but may include other relevant evidence and arguments. The Planning Commission may allow additional evidence, testimony, or argument concerning any relevant ordinance provision.

- (d) Appeal Hearing Procedure. Hearings on appeals of Type II decisions follow the Type III public notice and hearing procedures, pursuant to Section 11.07.

SECTION 11.07 TYPE III PROCEDURE (QUASI-JUDICIAL DECISION)

Type III quasi-judicial decisions are made after a public hearing before the Planning Commission.

(1) Application Requirements.

- (a) Application Form and Fee. Applications subject to Type III review shall be submitted on forms provided by the Director. All property owners of the subject parcel or their authorized agent, as applicable, must sign the application. The application shall not be considered complete unless it includes all information required by this ordinance and the appropriate application fee.
- (b) Submittal Information. Type III applications shall include all of the following information.
 - 1. The information requested on the application form.
 - 2. Plans and exhibits required for the specific approvals sought.
 - 3. A written statement or letter explaining how the application satisfies each and all of the relevant criteria and standards in sufficient detail.
 - 4. Information demonstrating compliance with all prior decision(s) and conditions of approval for the subject site, as applicable.
 - 5. The required fee.

(2) Notice of Public Hearing.

- (a) Mailing of Notice of Public Hearing.
 - 1. The City shall mail notice of public hearing not less than 20 days before the hearing if only one hearing is scheduled; when more than one hearing will be held, notice shall be mailed a minimum of ten (10) days before the hearing. Such notice shall be mailed to all individuals and organizations listed below.
 - a. Applicant.
 - b. Owners and applicants of the subject property.
 - c. Owners and occupants for properties located within 300 feet of the perimeter of the subject site.
 - d. Neighborhood group or community organization officially recognized by the City that includes the area of the subject property.

- e. Any person or organization that has submitted a written request for notice.

- (b) Content of Notice of Public Hearing. Notices mailed and posted pursuant to this Section shall contain all of the following information:
 - 1. The street address or other easily understandable reference to the location of the proposed use or development.
 - 2. The nature of the application and the proposed use or uses which could be authorized.
 - 3. The applicable criteria for the decision, listed by commonly used citations.
 - 4. The date, time and location of the scheduled hearing.
 - 5. A statement that a copy of the application, all documents and evidence submitted by or for the applicant, and the applicable criteria and standards are available for review and that copies will be provided at a reasonable cost.
 - 6. The name and telephone number of a City contact person.
 - 7. A statement that a copy of the City's staff report and recommendation to the hearings body will be available for review at no cost at least seven days before the hearing, and that a copy will be provided on request at a reasonable cost.
 - 8. A general explanation of the requirements to submit testimony, and the procedure for conducting public hearings.
 - 9. A statement that failure to raise an issue at the hearing, in person or by letter, or failure to provide statements or evidence with sufficient specificity to enable the decision-maker to respond to the issue precludes an appeal based on that issue.

- (c) Posted Notice. The City shall post the notice of public hearing on the project site in clear view from a public right-of-way using a poster format prescribed by the Director. Posting shall occur not later than the date of the mailing of the notice.

- (d) Certification of Notices. The City shall prepare an affidavit or other certification stating the date(s) the notices were mailed and posted, which shall be made a part of the file.

- (e) Newspaper Notice. The City shall publish a notice in a newspaper of general circulation in the City at least ten days prior the date of the public hearing.

(3) Conduct of the Public Hearing.

(a) Announcements. At the commencement of the hearing, the Chairperson, or the Chair's designee, shall state to those in attendance all of the following information and instructions.

1. Commence the hearing by announcing the nature and purpose of the hearing and summarizing the rules for its conduct.
2. Call for statements of conflicts of interest, ex parte contacts, and bias or challenges to impartiality on these bases.
3. Identify the applicable approval criteria by commonly used citations. (The Chair may reference the written and oral staff report).
4. Testimony, arguments and evidence must be directed toward the approval criteria described in the staff report, or other criteria in the comprehensive plan or land use regulations that the person testifying believes to apply to the decision.
5. Failure to raise an issue accompanied by statements or evidence sufficient to afford the decision-maker and the parties an opportunity to respond to the issue precludes appeal to the state Land Use Board of Appeals on that issue.
6. Prior to the end of the hearing, any participant may request an opportunity to present additional evidence, argument, or testimony regarding the application. If prior to the end of the initial evidentiary hearing, the hearings body shall grant such request by continuing the public hearing as provided in subsection 11.08 (3) (e), below, or leaving the record open for additional written evidence, arguments or testimony, as provided in subsection 11.07 (3) (f), below. If not the initial evidentiary hearing, the hearings body has discretion to grant any such request.
7. At the conclusion of the hearing, the hearings body shall deliberate and make a decision based on the facts and arguments in the record, or may set deliberation and decision making over to a future meeting date within applicable timelines.

(b) Ex Parte Contacts, Conflicts of Interest and Bias.

1. Actual Conflicts of Interest/Bias. A member of the hearings body will voluntarily recuse him- or herself from discussing and voting on a matter when:
 - a. Any of the following has a direct or substantial pecuniary interest in the matter: the member or the member's spouse, brother, sister, child, parent, father-in-law, or mother-in-law; any organization or business in which the member is then serving as an officer or director or employee or has so served within the previous 2 years; or any business with which the

member is negotiating for or has an arrangement or understanding concerning a prospective partnership, employment or other business affiliation.

- b. The member owns all or a portion of the property that is the subject of the matter before the hearings body or owns abutting or adjacent property.
- c. The member has a direct personal interest in the matter or for any other reason cannot participate in the hearing and decision impartially.

Any member of the hearings body who has an actual conflict of interest in the matter shall disclose the nature of the actual conflict, on the record. Following disclosure of the reason for abstention, the member shall leave the table during hearing, deliberation, discussion, and voting on the matter.

- 2. Potential Conflicts of Interest or Bias. Any member of the hearings body who has a potential conflict of interest or perceived bias in the matter shall disclose the nature of the potential conflict or bias on the record. Following disclosure, the member may proceed in the same manner as described in subsection 11.07 (3) (b) 6., below.
- 3. Ex Parte Contacts. Ex parte contacts must be announced on the record as called for under subsection 11.07 (3) (a) 2. Ex parte contacts are all reports or other materials outside the record, including communications directly or indirectly with any applicant, appellant, other party to the proceedings or party representative about any issue involved in the hearing or in connection with the particular application. Ex parte contacts invalidate the hearings body's decision unless placed on the record and all parties are provided a right to rebut the substance of the communication at the first hearing following the communication. A communication between a hearings body member and City staff is not an ex parte contact for purposes of this Section.
- 4. The applicant and interested parties have the right to challenge the qualifications of any hearings body member and to rebut the substance of any disclosed ex parte contact, conflict of interest or bias declaration on the record.
- 5. If an identified potential conflict, contact, or bias has not impaired the member's impartiality and ability to decide the matter on the record, the member shall so state on the record and may then participate in the hearing and decision.

- (c) Presenting and Receiving Evidence.
 - 1. The hearings body may set reasonable time limits for oral presentations and may limit or consolidate cumulative, repetitious, or irrelevant testimony, argument or evidence.
 - 2. No oral testimony shall be accepted after the close of the public hearing. Written testimony may be received until the record is closed.
- (d) The hearings body, in making its decision, shall consider the facts and arguments in the record, except that the hearings body may take notice of local, state, or federal regulations, previous City decisions, case law and similar evidence if entered into the record prior to the final decision.
- (e) If the hearings body grants a continuance, the hearing shall be continued to a date time and place certain, announced into the record, that is at least seven (7) days after the date of the first evidentiary hearing. When announced in this manner, no additional notice is required. An opportunity shall be provided at the continued hearing for persons to present and respond to new evidence, argument or testimony. If new written evidence is submitted at the continued hearing, any person may request, prior to conclusion of the continued hearing that the record be left open for at least seven days to submit additional written evidence, arguments or testimony in response to the new written evidence. In the interest of time, the hearing body may close the hearing and limit additional testimony to arguments and not accept additional evidence.
- (f) If the hearing body leaves the record open for additional written testimony, the record shall be left open for at least seven days after the hearing. Any participant may file a written request with the City for an opportunity to respond to new evidence submitted while the record was left open. If such a request is filed, the hearing body shall reopen the record, as follows:
 - 1. When the record is reopened to admit new evidence, arguments or testimony, any person may raise new issues that relate to that new evidence, argument, testimony or applicable criteria.
 - 2. An extension of the hearing or record granted pursuant to this Section is subject to the limitations of Section 11.11.
 - 3. Unless waived by the applicant, the hearings body shall grant the applicant at least seven days after the record is closed to all other persons to submit final written arguments, but not new evidence. Applicant's additional 7 days is excluded from and not subject to any applicable 120 day limit of ORS 227.178.

- (4) Notice of Decision.
- (a) Mailing of Notice of Decision. The City shall mail notice of the decision to the following:
1. Applicant or authorized agent.
 2. Owners and occupants of the subject property.
 3. Parties of record, including any group or individual who submitted written comments during the comment period.
 4. Those groups or individuals who requested notice of the decision.
 5. The Department of Land Conservation and Development, if required.
- (b) Content of Notice of Decision. The notice shall include all of the following:
1. The date notice was mailed.
 2. The decision.
 3. A statement that the decision will not become final until the period for filing a local appeal has expired.
 4. An explanation of the appeal rights, including any right of appeal to LUBA.
- (5) Certification of Notices. The City shall prepare an affidavit or other certification stating the date(s) the notices were mailed and posted, which shall be made a part of the file.
- (6) Effective Date of Decision. Unless a condition of approval specifies otherwise or the decision is appealed, a Type III decision becomes effective 12 days after the City mails the notice of decision.
- (7) Appeal of Type III Decision. A Type III decision may also be appealed to the Council as follows:
- (a) Who May Appeal. Appeals may only be filed by the following parties:
1. Applicant
 2. Owner of the subject property.
 3. Neighborhood group officially recognized by the City that includes the area of the subject property.
 4. Any person who submitted written comments or provided oral testimony at the public hearing.
- (b) Appeal Filing Procedure.
1. Notice of Appeal. An appeal of a Planning Commission Type III decision requires submittal in accordance with this subsection of a notice of appeal and the appeal fee.

2. Time for Filing. The notice of appeal shall be filed with the City Administrator within 12 days of the date the notice of decision is mailed.
 3. Content of Notice of Appeal. The notice shall include the appellant's name, address, identification and date of the appealed decision, an explanation of appellant's standing, and a clear and distinct explanation of how the decision-maker failed to properly evaluate the application procedurally or make a decision consistent with applicable criteria. The basis of the appeal is limited to the issues raised during review of the original application.
 4. The requirements of this Section for submittal of an appeal are jurisdictional and required for City acceptance.
- (c) Mailed Notice. The City shall mail the notice of appeal together with a notice of the date, time, and place of the City Council appeal hearing to all Interested Parties, as defined in subsection 11.07 (7), at least 20 days prior to the meeting. The notice shall contain all information required for the original notice, as specified in subsection 11.07 (2) (b).
- (d) Scope of Appeal. The review of a decision of the Planning Commission by the City Council shall be confined to the record of the proceeding before the Commission. The record shall consist of the appealed decision, the original application and all materials submitted prior to the close of the record, including minutes and recorded testimony of prior hearings.
- (e) Appeal Hearing Procedure. The decision of the City Council is the final decision of the City on an appeal of a Type III decision, unless the decision is remanded to the Planning Commission.
1. Oral Argument. Oral argument on the appeal shall be permitted before the Council. Oral argument shall be limited to ten minutes for the applicant, ten for the appellant, if different, and three minutes for any other party. Written arguments shall be submitted to the City Recorder prior to the commencement of oral testimony.
 2. Council Decision. The Council may affirm, reverse, modify, or remand the decision and may approve or deny the request, or grant approval with conditions. The Council shall make findings and conclusions, and make a decision based on the record before it as justification for its action. The Council shall cause copies of a final order to be sent to all parties participating in the appeal.
- (f) Record of the Public Hearing. For purposes of City Council review, the notice of appeal and the written arguments submitted by the parties to the appeal, and the oral arguments, if any, shall become part of the record of the appeal proceeding. The public hearing record shall include the following information:

1. The notice of appeal and the written arguments submitted by the parties to the appeal.
2. Copies of all notices given as required by this Article, and correspondence regarding the application that the City mailed or received.
3. All materials considered by the hearings body including the application and all materials submitted with it.
4. Documentary evidence, exhibits and materials submitted during the hearing or at other times when the record before the Planning Commission was open.
5. Recorded testimony (including DVDs when available).
6. All materials submitted by the Director to the hearings body regarding the application;
7. The minutes of the hearing.
8. The final written decision of the Commission including findings and conclusions.

- (g) Effective Date and Appeals to State Land Use Board of Appeals. City Council decisions on Type III applications are final the date the City mails the notice of decision. Appeals of Council decisions on Type III applications must be filed with the State Land Use Board of Appeals, pursuant to ORS 197.805 - 197.860.

SECTION 11.08 TYPE IV PROCEDURE (QUASI-JUDICIAL ZONING MAP AMENDMENT)

Certain zoning map amendments are discretionary in nature, and require the exercise of judgment in applying the policies of the Comprehensive Plan and its implementing ordinances. These actions fall under the quasi-judicial standards established under Section 11.07, but also require review and approval by the City Council and adoption by ordinance.

- (1) Determination. A request will generally be considered a quasi-judicial process if it involves the following factors:
- (a) The process is bound to result in a decision;
 - (b) The decision-maker is bound to apply preexisting criteria to concrete facts; and
 - (c) The action is customarily directed at a closely circumscribed factual situation or small number of persons.

Although no factor is considered determinative and each must be weighed, the more definitively these factors are answered affirmatively, the more it will be considered a quasi-judicial decision.

- (2) Procedure. Type IV decisions require a recommendation made by the Planning Commission after a public hearing following the Type III quasi-judicial hearings procedures of Section 11.07, except the City Council is the sole review authority for annexations. The City Council reviews the recommendation of the Planning Commission at a second Type III quasi-judicial public hearing and is the final decision-maker in Type IV development applications. If approved, a Type IV final decision shall be adopted by ordinance.
- (3) Notice of Public Hearing. Notification procedure for Type IV Planning Commission and Council actions shall follow the same procedures as that for Type III actions, but shall also include notification to State agencies such as DLCDC, ODOT, etc. as applicable.
- (4) Final Decision, Effective Date, and Notice of Decision. A Type IV action, if approved, becomes final and takes effect as specified in the enacting ordinance. A notice of decision shall be mailed to all parties as specified for a Type III decision, and DLCDC.

SECTION 11.09 TYPE V PROCEDURE (LEGISLATIVE DECISION)

Type V actions are reviewed by the Planning Commission, which makes a recommendation to the City Council. The Council makes final decisions on legislative proposals by enacting an ordinance.

- (1) Initiation of Requests. The City Council or Planning Commission may initiate an action for a legislative decision.
- (2) Procedure. Public hearings on Type IV actions are conducted similar to City Council hearings on other legislative proposals, except the matter shall have an initial evidentiary public hearing before the Planning Commission, who shall make a recommendation to the City Council. Criteria for approval shall include, as applicable, establishing consistency with the Comprehensive Plan.
- (3) Notice of Public Hearing. Notification procedure for Type IV actions is as follows:
 - (a) The Director shall notify in writing the Oregon Department of Land Conservation and Development (DLCDC) of legislative amendments to the Comprehensive Plan, Zoning Map, Land Development Ordinance, or Land Division Ordinance at least 35 days before the first public hearing at which public testimony or new evidence will be received.

- (b) At least 20 days but not more than 40 days before the date of the first hearing on an application to legislatively amend the Comprehensive Plan, Zoning Map, the Land Development Ordinance, or the Land Division Ordinance, the Director shall mail notice of such hearing to:
 - 1. Each owner whose property is rezoned in accordance with ORS 227.186;
 - 2. For a zone change affecting a manufactured home or mobile home park, all mailing addresses within the park, in accordance with ORS 227.175; and
 - 3. Neighborhood groups and community organizations that have submitted written request for notification.
- (c) At least ten days before the scheduled Planning Commission and City Council public hearing dates, public notice shall be published in a newspaper of general circulation in the City. The notice shall include the time and place of the public hearing, and a brief description of the proposed amendment.
- (4) Final Decision, Effective Date, and Notice of Decision. If a legislative proposal is approved pursuant to this ordinance, it becomes final and takes effect as specified in the enacting ordinance. A notice of a legislative land use decision shall be mailed to all parties of record, those groups or individuals who requested notice of the decision, and DLCD.

SECTION 11.10 APPLICATION SUBMITTAL REQUIREMENTS

The Director is authorized to set standards and procedures for application submittal requirements, including the number and type of applications required (e.g., hard copies, electronic copies), size and format of applications (e.g., paper size, electronic format), and dates when applications can be received. The Director shall make the requirements for application submittals readily available to the public.

SECTION 11.11 COMPLETE APPLICATION AND TIME LIMITS

- (1) Complete Applications. The Director shall determine within 30 days of receiving an application for Type I-IV review whether the application is complete, and shall advise the applicant accordingly in writing. Where an application is deemed incomplete, the Director shall inform the applicant that the applicant must respond pursuant to subsection (a), (b), or (c), below, within 180 days from the date of application submittal. The 120-day clock under subsection (2) below does not begin until the applicant:
 - (a) Submits all of the missing information; or

- (b) Submits some of the missing information and written notice that no other information will be provided; or
 - (c) Submits written notice that none of the missing information will be provided.
- (2) Time Limit - 120-day Rule. If required by statute, the City shall take final action on Type I-IV land use applications pursuant to this Article, including resolution of all local appeals, within 120 days from the date the Director deems the application complete for purposes of processing, unless the applicant requests an extension in writing. If the City of Veneta surpasses a population of 5,000, certain multifamily projects may be subject to a reduced time limit of 100 days pursuant to SB 1051.
- (3) Time Periods. In computing time periods prescribed or allowed by this Article, the designated period of time does not include the date of the action or event cited. For example, where this ordinance provides for an appeal period ending ten days after the City mails a decision, the ten-day period does not include the day the decision is mailed. The last day of the period shall be included, unless it is a Saturday, Sunday, or a legal holiday, in which case the period runs until the end of the next day that is not on a weekend or legal holiday.

SECTION 11.12 CITY COUNCIL OR PLANNING COMMISSION MAY INITIATE PROCEDURES

The City Council or Planning Commission may initiate any Type I, Type II, Type III, or Type IV planning action by motion duly adopted by the respective body designating the appropriate City department to complete and file the application.

SECTION 11.13 FAILURE TO RECEIVE NOTICE

The failure of a property owner to receive notice shall not invalidate such proceedings if the City can demonstrate by affidavit that such notice was mailed.

SECTION 11.14 RESUBMITTAL OF APPLICATIONS

A Type II-IV application that is denied by the Planning Commission or the City Council shall not be eligible for resubmittal for one year from the date of the denial, unless evidence is submitted that conditions, the application, or the project design have changed to an extent that further consideration is warranted.

SECTION 11.15 FEES

Fees authorized by this Ordinance and the Land Division Ordinance shall be set by Council resolution.

SECTION 11.16 WITHDRAWAL OF AN APPLICATION

- (1) An application may be withdrawn if the City receives consent in writing to withdraw the application from the owner(s) of the property or their authorized representative(s) under the following circumstances:
 - (a) An applicant may withdraw an application at any time before the application is deemed complete.
 - (b) An applicant may withdraw an application previously deemed complete at any time prior to adoption of a final City decision.
 - (c) The City Administrator or designee may withdraw any City-initiated application at any time.
 - (d) Notwithstanding any preexisting, nonconforming use that remains consistent with the allowances of Article 9, a violation of a City ordinance has been identified on the subject property and processing of the application would not correct the identified violation.
- (2) If an application is withdrawn after public notice has been mailed, any noticed hearing will be cancelled.
- (3) Once an application has been withdrawn, the application fees shall be refunded by the following formula:
 - (a) Application withdrawn prior to being deemed complete: 85%.
 - (b) Application withdrawn prior to publication or distribution of public notice: 75%.
 - (c) Application withdrawn after publication or distribution of public notice: 50%.
 - (d) Application withdrawn after issuance of a decision or public hearing: no refund.

SECTION 11.17 EXPIRATION OF DECISION.

- (1) Unless a different period of time is established within a decision issued pursuant to this ordinance or the Veneta Land Division Ordinance, decisions issued pursuant to a Type I-IV process shall expire and become void automatically after the number of years specified in Table 11.17 unless one of the following circumstances has occurred:
 - (a) Actual construction or alteration has begun under a required permit, or in the case of a permit not involving construction or alteration, actual commencement of the authorized activity has begun;

- (b) The approved land use has begun and is continuing operation in compliance with any applicable conditions of approval; or
 - (c) An extension has been granted pursuant to Section 11.17.
- (2) If a final local decision is on appeal, the effective date of the decision and corresponding valid period before expiration shall begin when the final decision is issued on the appeal.
- (3) Type IV actions are not subject to expiration or extension.

Table 11.17 Expiration and Extension of Decisions			
Procedure	Valid Period	Extension 1	Additional Extensions
Type I	1	0	0
Type II	3	1	0
Type III	3	1	1
Type IV	N/A	N/A	N/A

SECTION 11.18 EXTENSION OF DECISION

- (1) Written Request for Extension Required. A written request to extend the expiration date of a decision made pursuant to this ordinance must be filed with the Director by the applicant before the decision expires.
- (2) No Modifications. The previous land use decision will not be modified in any way.
- (3) First Extension. A first extension may be granted for the applicable period of time as specified in Table 11.17 pursuant to subsection (1), above. A first extension shall be approved through a Type I permit.
- (4) Second or Longer Extension. A request for a second extension of a Type III decision or an extension longer than specified in Table 11.17 may be considered subject to the following criteria:
- (a) The extension is necessary because it is not possible to begin development within the allowed time for reasons beyond the control of the applicant;
 - (b) The previous land use decision will not be modified in design, use, or conditions of approval; and
 - (c) There have been no changes in circumstances, applicable regulations, or statutes likely to require modification of the previous land use decision or conditions of approval since the effective date of the previous land use decision.

- (d) Second extensions shall be considered through the Type III Conditional Use procedure and shall not be used to extend an entitlement that would have been rendered noncompliant by a change in local code; or State, Federal or case law.
- (5) Extensions for Multi-phase Projects. Phasing schedules are required as part of the initial decision for multi-phase projects. Longer approval periods for multi-phase projects may be authorized if approved by the decision-maker under one of the following circumstances:
 - (a) Completion of a phase may extend the approval period of remaining phases only if specifically granted in the original approval; or
 - (b) Post-approval phasing extensions shall be considered through the Type III Conditional Use procedure and shall not be used to extend an entitlement that would have been rendered noncompliant by a change in local code; or State, Federal or case law.

SECTION 11.19 EXPEDITED LAND DIVISIONS

In conformance with ORS 197.360, applications for an Expedited Land Division (“ELD”) may be submitted subject to the following:

- (1) Application Form and Fee. Applications for an ELD shall be submitted on forms provided by the Director. All property owners of the subject parcel or their authorized agent, as applicable, must sign the application. The application shall not be considered complete unless it includes all information required by this ordinance.
- (2) Submittal Information. The application shall include all of the following information:
 - (a) The information requested on the application form.
 - (b) Plans and exhibits required for the ELD sought.
 - (c) A written statement or letter explaining how the application satisfies each and all of the relevant criteria and standards in sufficient detail.
 - (d) Information demonstrating compliance with all prior decision(s) and conditions of approval for the subject site, as applicable.
 - (e) The required fee.
- (3) Decision. The Director shall approve or deny an ELD application after conducting the review procedures required by ORS 197.365.

- (4) Appeal Procedure. The Director's decision may only be appealed in accordance with ORS 197.375.

SECTION 11.20 AMENDMENTS TO THE COMPREHENSIVE PLAN AND IMPLEMENTING ORDINANCES

- (1) Purpose. Amendments may be necessary from time to time to reflect changing community conditions, needs and desires; to correct mistakes; or to address changes in the law.
- (2) Authorization to Initiate Amendments. An amendment to the Comprehensive Plan text or map, this Ordinance, the Land Division Ordinance, or amendments to the zoning map that do not fall under the Type IV procedure may only be initiated by the City Council, the Planning Commission or by application of the property owner by filing an application with the City Administrator using forms prescribed pursuant to this Ordinance.
- (3) Compliance with Comprehensive Plan. Any Type V amendments shall comply with the provisions of the City of Veneta Comprehensive Plan text and map, excepting amendments to the Comprehensive Plan Text or map.
- (4) Compliance with Statute and Rule. Certain Sections of this ordinance are preempted by Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR). Any amendments to local ordinances shall comply with applicable Statute and Rule. If an amendment to the ORS or OAR is adopted at the State level, the City shall observe those standards even if not formally incorporated into this ordinance through the procedure for an amendment.
- (5) Review Procedure. Applications shall be processed using the Type V procedure set forth in Section 11.09.
- (6) Adoption by Ordinance. All decisions to amend this ordinance or the Comprehensive Plan text or maps require adoption by City Council ordinance. After a Planning Commission public hearing, the Commission shall recommend to the City Council approval, approval with modifications, or denial of the amendment, based upon applicable approval criteria. The Council shall consider the recommendation of the Planning Commission and at a duly noticed meeting act to reject or adopt the Planning Commission's recommendation. Approval shall be effected by ordinance adoption.

ARTICLE 12 - HOME OCCUPATIONS

12.03 MINOR HOME OCCUPATIONS

Home occupations in compliance with the standards for all home occupations and the standards listed below are permitted as accessory uses. An annual business registration is required as well as a signed agreement acknowledging compliance with the relevant home occupations standards, which shall be processed as a Type I action.

- (1) All aspects of the home occupation, including storage of materials and equipment, shall be contained and conducted within a completely enclosed, lawfully-built structure and be conducted in such a manner as not to give an outward appearance of a business.
- (2) The home occupation shall use no more than 25 percent of the floor area used for human occupancy, or no more than 500 square feet in an accessory structure or attached garage.
- (3) On-site storage of hazardous materials (including toxic, explosive, noxious, combustible, or flammable) is prohibited.
- (4) The use shall involve no more than an average of five customers/clients per week.
- (5) No one from outside the resident household shall work at the home occupation site. The home occupation site shall not be used as a gathering or meeting place for people employed by or associated with the home occupation. A "home occupation site" means the property on which the home occupation is conducted.
- (6) There shall be no more than an average of one commercial delivery or pickup per week to or from the home occupation site.
- (7) No additional on-site parking will be needed. Residential off-street parking requirements as specified in 417 5.20(11) still apply.
- (8) No written complaints have been received regarding the home occupation. If a written complaint is submitted to city staff, the city shall not renew the business license until the Planning Commission has approved the home occupation as a conditional use.

ARTICLE 13 - DEFINITIONS

13.02 DEFINITIONS

As used in this ordinance and Ordinance No. 494, the following words and phrases shall mean:

Abut. Contiguous to or immediately join. For example, two (2) lots with a common property line are considered to be abutting.

Access. The way or means by which pedestrians and vehicles enter and leave property.

Accessory Structure or Use. A structure or use incidental, appropriate and subordinate to the main use of property and located on the same lot as the main use. Accessory structures are not permitted on vacant parcels of land. Accessory structures (including those originally designed for human habitation such as mobile homes) shall not be used for human habitation.

Activity Center. Uses or buildings that are open to the public, have a civic or community function, and/or attract visitors. Uses include public parks, public buildings (e.g., post office, library, city offices, schools), elder care facilities, and shopping centers.

Alley. A street that is more than ten (10) feet and less than sixteen (16) feet in width which affords primarily a secondary means of access to property.

Alter. Any change, addition or modification in construction or occupancy.

Applicant. The person making application to the City for any action as the owner or representative of the owner of the property that is subject of the action. The applicant shall provide proof of permission for the requested action from all owners or other persons having an interest in the property subject to the action.

Barn. A farm building for housing livestock or animals.

Basement. A story partly or wholly underground. A basement shall be counted as a story for purposes of height measurement where more than one-half of its height is above the average level of the adjoining ground.

Block. An area bounded on 4 sides by streets not including cul-de sacs. In residential zones, block lengths do not exceed 600 feet and block perimeters do not exceed 1800 feet except where topography, natural features, or existing development creates conditions requiring longer blocks.

Building. Any structure used or intended for supporting or sheltering any use or occupancy.

Building Height. The vertical distance from the grade to the highest point of the coping of a flat roof, to the deck line of a mansard roof or to the average height of the highest gable of a pitch or hip roof. The average maximum vertical height of a building or structure measured at a minimum of three points from finished grade along each building elevation. Architectural elements that do not add floor area to a building or structure, such as chimneys, vents, antennae and towers are not considered part of the height of a building or structure.

Building Inspector. The Division Director of the Lane County Department of Environmental Management, Construction Permits Division, his authorized representative or any other authorized building inspector appointed by the Veneta City Council.

Building Line. A line on a plat or map indicating the limit beyond which buildings or structures may not be erected. Buildings shall not overhang over an easement or dedicated right-of-way.

Building & Planning Official. See the definition for the term “Director”.

Chicken Run. An enclosed area in which chickens are allowed to walk and run about and that is attached to a chicken coop.

City. The City of Veneta, Oregon.

City Council. The Council of the City of Veneta, Oregon, which is the governing body of said City.

Co-Housing. Private dwelling units with shared spaces such as community dining, cooking, and recreation rooms for adults and children. Individual units may be rented or owner-occupied. Due to the shared facilities, the lot configuration may deviate from standard requirements such as street frontage and parking spaces.

Comprehensive Plan. A City plan for the guidance of growth and improvement of the City, including modifications or refinements which may be made from time to time.

Day Care Facility. Any facility that provides child care to children, including a day nursery, nursery school, child care center, certified or registered family child care home or similar unit operating under any name serving sixteen (16) or more children.

Day Care - Family, Registered or Certified. A day care that is a certified under ORS 657A.280, serving sixteen (16) or fewer children or registered under ORS 657A.330 serving ten (10) or fewer children.

Declarant. A person who files a declaration under ORS 92.075.

Declaration. The instrument described in ORS 92.075 by which the subdivision or partition plat was created.

Density, Gross. The number of dwelling units per acre of land, including areas devoted to dedicated streets, sidewalks, other public rights-of-way, parks, and non-residential uses allowed in residential areas.

Density, Net. The number of dwelling units per acre of land in planned or actual use -- excluding from the acreage dedicated streets, sidewalks, other public rights-of-way, parks, and non-residential uses allowed in residential areas.

Designated Arterials and Connectors. Streets identified in the Veneta Comprehensive Plan Functional Class map as Principal or Minor Arterials or Major or Minor Collectors.

Development. A building or mining operation, making a material change in the use or appearance of a structure or land, dividing land into two or more parcels, including partitions and subdivisions as provided in ORS 92.010 to 92.285, and creating or terminating a right of access.

Director. The City of Veneta Community Development Director or the City Administrator’s designee.

Dog Kennel. A place of business for the care of dogs, including but not limited to the boarding, grooming, breeding, training, or selling of dogs, but not including an animal hospital.

Driveway. An area on private property where automobiles and other vehicles are operated or allowed to stand.

Driveway Approach. An area within the Right-of-Way, between the roadway of a public street and private property line, intended to provide access for vehicles from the roadway to a definite area of the private property, such as a driveway or parking area intended and

used for the ingress and egress of vehicles. The component parts of the driveway approach are termed the apron, the end slopes or curb return, and the sidewalk section.

Dwelling, Accessory. Accessory Dwelling Unit means an interior, attached or detached residential structure that is used in connection with or that is accessory to a single family dwelling.

Dwelling, Multi-family. Attached housing where each dwelling unit is not located on a separate lot.

Dwelling, Single-Family. A building (detached or attached) used exclusively as a dwelling unit and built to the specifications of the Oregon Residential Specialty Code or a manufactured home as defined within the statutes of the State of Oregon, on a permanent foundation.

Dwelling, Single-Family Detached. A dwelling unit that is free standing and separate from other housing units.

Dwelling Unit. A single unit providing complete independent living facilities, designed for occupancy by one (1) family and including permanent provisions for living, sleeping, eating, cooking and sanitation.

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

Family. An individual or two (2) or more persons related by blood, marriage, legal adoption or legal guardianship living together in one dwelling unit using one kitchen and providing meals or lodging to not more than two (2) additional persons excluding servants; or a group of not more than five (5) unrelated persons living together in one dwelling unit using one kitchen.

Fence, Sight-Obscuring. A continuous fence, wall, evergreen planting or combination thereof, constructed and/or planted so as to provide a specified percentage of view-obscuring screens.

Final Action / Decision / Approval. Any legislative, administrative, or quasi-judicial action that establishes the final determination of the City on any land use action by reducing said decision in writing.

Findings of Fact. The conclusions of a judge, jury, or administrative tribunal regarding the underlying facts of the case under consideration.

Floor Area. The area included within the surrounding exterior walls of a building or portion thereof, exclusive of vent shafts and courts. The floor area of a building or portion thereof, not provided with surrounding exterior walls, shall be the usable area under the vertical projection of the roof or floor above.

Grade (Ground) Level. The average elevation of the finished ground level at the exterior of all walls of a building, except that if a wall is parallel to and within five (5) feet of a sidewalk, the sidewalk elevation nearest the wall shall constitute ground level.

Hardscape. Permanent improvements to a site other than a building, including but not limited to, plazas, concrete planters, decks, sitting areas and other similar architectural features that include small unit pavers or concrete.

High Impact Recreation Facilities. Facilities which have the potential for creating significant impacts through traffic generation, noise, dust, chemical use, lighting, or other nuisance characteristics. High impact recreation facilities include, but are not limited to,

sport complexes, stadiums, equestrian arenas, golf course and driving ranges, and swimming pools.

Home Occupation. A lawful business carried on by a resident of a dwelling where the business is secondary to the residential use of the property. See Veneta Municipal Code 5.05 for definitions and licensing requirements for businesses.

Horticulture. The cultivation of crops, orchards, or gardens. Domestic horticulture involves plants grown for the people living on the property. Commercial horticulture involves plants that will be sold; either on-site or delivered to a buyer off-site. Farm stands and u-pick sales are temporary uses that may require a permit.

Junkyard. Any property used by a business that deals in buying, selling, trading, and storing, old motor vehicles, old motor vehicle parts, abandoned autos, or machinery or parts thereof, or appliances or parts thereof.

Kenel. Any lot or premises on which three (3) or more adult dogs are kept, whether by owners of the dogs or by persons providing facilities and care, whether or not for compensation. An adult dog is one that has reached the age of six (6) months.

Legal Lot. A lot or parcel created pursuant to ORS 92.010 to 92.190, a unit of land created in compliance with all applicable city land division regulations, or a unit of land created by deed or land sales contract, if there were no applicable planning, zoning or subdivision or partition ordinance or regulations in effect at the time of the deed or land sales contract.

Loading Space. An off-street space or berth on the same lot with a building for the temporary parking of a commercial vehicle while loading or unloading merchandise or materials and which abuts upon a street, alley or other appropriate means of access.

Lot. A single unit of land that is created by a subdivision of land.

Lot Area. The total land area, commonly measured in square feet, within the boundaries of a legal lot, exclusive of any street or alley rights-of-way.

Lot, Corner. A lot at least two adjacent sides of which abut streets other than alleys, provided the angle of intersection of the adjacent streets does not exceed 135 degrees.

Lot, Through. A lot having frontage on two parallel or approximately parallel streets other than alleys.

Line, Property. The division line between two units of land.

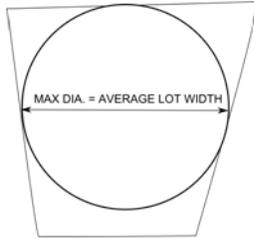
Lot Line, Front. The lot line separating the lot from a street other than an alley and, in the case of a corner lot, the shortest lot line along a street other than an alley. For flag lots, the lot line abutting the pole portion of the lot. See also Yard, Front

Lot Line, Rear. The lot line which is opposite and most distant from the front lot line.

Lot Line, Side. Any lot line not a front or rear lot line. See also Yard, Side

Lot, Flag. A lot or parcel that has the bulk of its area set back some distance from a road or street and that is connected to the road or street via a thin strip of land (i.e., the flagpole).

Lot Width. The horizontal distance between the side lot lines, ordinarily measured parallel to the front lot line. For irregular shaped lot, lot width shall be determined by measuring the maximum diameter of a circle that fits entirely within the property lines as shown below:



Manufactured Dwelling. Residential trailers constructed before January 1, 1962; mobile homes constructed between January 1, 1962 and June 15, 1976, which met Oregon construction standards then in effect; and manufactured homes constructed to federal standards. (Refer to definition of Dwelling, Single-Family for siting and construction requirements.)

Manufactured Dwelling Park. Any place where two (2) or more manufactured dwellings are parked within 500 feet of one another on a lot, tract, or parcel of land under the same ownership, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee paid or to be paid for the rental or use of facilities or to offer space free in connection with securing the trade or patronage of such person. A manufactured dwelling park has the same definition as a mobile home park. Manufactured dwelling parks within Veneta are required to register as a business each year.

Map. A final diagram, drawing or other writing concerning a partition.

Medical marijuana Facility. A facility registered with the Oregon Health Authority under ORS 475.314 and OAR 333-008-1050 to:

- (1) Accept the transfer of usable marijuana and immature marijuana plants from a registry identification cardholder, the designated primary caregiver of a registry identification cardholder, or a person responsible for a marijuana grow site to the medical marijuana facility; or
- (2) Transfer usable marijuana and immature marijuana plants to a registry identification cardholder or the designated primary caregiver of a registry identification cardholder.

Mobile Vending Unit. Any vehicle that is self-propelled, or can be pulled or pushed down a sidewalk, street, highway or waterway intended for retail, food, or drink sales.

Mobile Vending Site. One (1) site with multiple (three or more) mobile vendors.

Nonconforming Structure, Lot or Use. A lawful existing structure, lot or use at the time this ordinance or any amendment thereto becomes effective which does not conform to the dimensional or similar standards of the zone in which it is located.

Open Space. Land area to be used for scenic or open recreational purposes within the development. Open space does not include street right-of-way, driveways, parking areas, required setbacks or public service easements unless these areas have some special recreational design or purpose.

Owner. An individual, association, partnership, or corporation having legal or equitable title to land, other than legal title held for purpose of security only.

Parcel. A unit of land that is created by a partitioning of land.

Parking Space. An off-street enclosed or unenclosed surfaced area with minimum dimensions of eighteen (18) feet by nine (9) feet, exclusive of maneuvering and access area, permanently reserved for the temporary storage of one automobile and connected with a street by a surfaced driveway which affords ingress and egress for automobiles.

Partition. Either an act of partitioning land or an area or tract of land partitioned as defined in this Section.

Partition Land. To divide an area or tract of land into two or three parcels within a calendar year when such area or tract of land exists as a unit or contiguous units of land under single ownership at the beginning of such year. "Partition land" does not include divisions of land resulting from lien foreclosures; divisions of land resulting from the creation of cemetery lots; and divisions of land made pursuant to a court order, including but not limited to court orders in proceedings involving testate or intestate succession; and "partition land" does not include any adjustment of a lot line by the relocation of a common boundary where an additional parcel is not created and where the existing parcel reduced in size by the adjustment is not reduced below the minimum lot standards of the zoning ordinance.

Person. A natural person, firm, partnership, association, social or fraternal organization, corporation, trust, estate, receiver, syndicate, branch of government, or any group or combination acting as a unit.

Planning Commission. The Planning Commission of the City of Veneta, Oregon.

Professional Office. An office occupied by doctors, dentists, accountants, attorneys, optometrists, architects, professional engineers or surveyors or persons engaged in similar occupations.

Property Line Adjustment. A relocation or elimination of all or a portion of the common property line between abutting properties that does not create an additional lot or parcel. An adjusted property line shall be surveyed and monumented in accordance with ORS 92.065(3); a survey, complying with ORS 209.250, shall be filed with the county surveyor; and the property line adjustment shall be recorded with the Lane County Department of Deeds and Records.

Public and Semi-Public Building or Use. A building or use owned or operated by a religious, charitable or other non-profit organization; a public utility or any social agency such as a church, school, auditorium, meeting hall, hospital, club, nursing or care home, stadium, library, art gallery, museum, fire station, utility substation, cemetery, park, playground, sports field, bicycle or pedestrian way or community center.

Quasi-Judicial. Refers to an action or decision that requires substantial discretion or judgment in applying the standards or criteria of this Code. Quasi-judicial land use decisions involve a public hearing.

Recreational Vehicle. A vacation trailer or other unit, with or without motive power, which is designed for human occupancy and to be used temporarily for recreational or emergency purposes. It shall also include a camper placed on a pickup truck.

Reduction. A lessening in value, quantity, size, or the like.

Remodel. The addition to, removal of or from, or physical modification or repair of an exterior part or portion of a building.

Replat. The act of plating the lots, parcels and easements in a recorded subdivision or partition plat to achieve a re-configuration of the existing subdivision or partition plat or to increase or decrease the number of lots in the subdivision.

Residential Facility. Residential Facility with six (6) or more persons as defined by ORS 197.660.

Residential Home. A residential treatment or training or adult foster home that provides residential care alone or in conjunction with treatment or training or a combination thereof

as defined by ORS 197.660 for five or fewer individuals who need not be related. Staff persons required to meet licensing requirements shall not be counted in the number of facility residents, and need not be related to each other or to any resident of the residential home.

Right-of-Way (ROW). The right of passage or of way, which is a servitude imposed by law or convention, and by virtue of which one has the right to pass over or through the property of another as is set forth by its terms.

Service Station, Automobile. A place or station designed and used primarily for the supplying of motor fuel, oil, lubrication and accessories to motor vehicles but excluding major repair and overhauling.

Shadow Plat. A future subdivision or partition concept plan approved by the city in conjunction with a request for interim development (often a single-family residence or partition). The shadow plat is not binding on either the property owner of the city; that is, the property owner would have to apply for tentative plat approval for future development proposals. Shadow plats are designed to ensure that an urban level of development will be possible when urban services become available.

Sign. Any medium including its structure and component parts, which is used or intended to be used to attract attention to the subject matter for advertising purposes.

Sight-Obscuring. To impede the visibility of an area by more than 75 percent through the use of fences, vegetation or other means.

Site. A property (or group of adjacent parcels or lots under the same ownership) that is subject to a permit application under this code.

Street. A public or private way that is created to provide ingress or egress for persons to one or more lots, parcels, areas or tracts of land and including the term, "road," "highway," "lane," "avenue," "alley" or similar designations.

- (1) **Alley.** A narrow street through a block primarily for vehicular service access to the back or side of properties otherwise abutting on another street.
- (2) **Arterial (Principal).** Roadways in urbanized areas which serve the major centers of activity, the highest traffic volume corridors, the longest trip desires, and a high proportion of the total urban area travel (even though it may only constitute a relatively small percentage of the total roadway network).
 - (a) Provides significant intra-area travel
 - (b) Because of the nature of the travel served by the major arterial system, almost all are fully and partially controlled access facilities.
 - (c) For major arterials, service to abutting land is subordinate to travel service to major traffic movements.
- (3) **Arterial (Minor).** Interconnects with and augments the principal arterial system.
 - (a) Accommodates trips of moderate length at a somewhat lower level of travel mobility than major arterials.
 - (b) Distributes travel to geographic areas smaller than the higher system does and offers lower traffic mobility.
 - (c) May carry local bus routes and provide intracommunity continuity. Ideally, does not penetrate identifiable neighborhoods.
- (4) **Collector.** Provides both land access service and traffic circulation within residential neighborhoods and commercial and industrial areas.

- (a) Differs from Arterial system in that facilities on the collector system may penetrate residential neighborhoods, distributing trips from the arterials through the area to their ultimate destination.
- (b) Conversely, they collect traffic from the local streets in neighborhoods and channel it into the arterial system.
- (5) Cul-de-Sac (Dead End Street). A local street, usually only a few hundred feet in length and closed at one end, designed to serve the interior of a subdivision or large tract of land.
- (6) Half Street. A portion of the width of a street, usually along the edge of a subdivision, where the remaining portion of the street could be provided in another subdivision.
- (7) Limited Access Street. A minor street parallel and adjacent to a major arterial street providing access to abutting properties, but protected from through traffic.
- (8) Local Street. Streets that serve primarily to provide direct access to abutting land and access to the higher order systems. It offers the lowest level of mobility and usually contains no bus routes.

Structural Alteration. Any change to the supporting members of a structure including foundations, bearing walls or partitions, columns, beams, girders or structural change in the roof or in the exterior walls.

Structure Use. That which is built or constructed, an edifice or building of any kind or any piece of work artificially built up or composed of parts joined together in some definite manner. The purpose for which land or a structure is designed, arranged or intended or for which it is occupied and maintained.

Subdivision. Either an act of subdividing land or an area or tract of land subdivided as defined in this Section.

Subdivide Land. To divide land to create four or more lots within a calendar year.

Tentative Plan. The plan of a subdivision or partition submitted to the City for approval under the provision of ORS 92 and Article 3 and Article 5 of the Land Division Ordinance.

Transportation Facility, High Impact. Transportation facility with significant external impacts, such as heliports, helistops, bus terminals, and train terminals.

Transportation Facility, Minor. Transportation facility with minor external impacts, such as a multi-use pathway.

Veterinary Hospital. A building, together with animal runs, in which veterinary services, clipping, bathing, boarding and other services are rendered to dogs, cats and other small animals and domestic pets.

Wetland. Areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted to life in saturated soil conditions.

Yard, Back (Rear). A yard adjacent to a property line. See also Lot Line, Rear.

Yard, Front. A yard adjacent to a street and to the front entrance of a building. See also Lot Line, Front.

Yard, Side. A yard adjacent to a property line. For a corner lot, the Side Yard (located at the side of a residence or structure) can also be adjacent to a street. See also Lot Line, Side.

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City of Veneta Ordinance No. 557, Exhibit C

Amendments to the **VENETA LAND DIVISION ORDINANCE No. 494**

ARTICLE 2 - APPLICATION PROCEDURES

2.03 SUBMISSION PROCEDURE

Following preliminary review and the pre-development land division conference, where applicable, the land divider shall prepare an application and a tentative plan with other supplementary data required to indicate the general program and objectives of the proposed land division. The form of application shall be as prescribed by the City and shall be submitted to the Building and Planning Official who shall coordinate the process of review and action. The submission and informational requirements and review procedures shall be as specified for each land division classification contained in this ordinance.

Applications that are accompanied by the required application fee will be reviewed and, within 30 days of its receipt, the applicant will be notified as to the completeness. If the City determines that the application is complete, the City will process the application in accordance with the review procedures for the type of application that has been submitted.

Applications shall be processed in the following manner, consistent with the procedural standards in the Land Development Ordinance (No.493):

Action	Procedure
Lot Line Adjustment, including Lot Consolidations	Type I
Partition, Re-plat or Vacation of 2-3 lots	
Tentative Plan	Type II
Final Plat	Type I
Minor Amendment	Type I
Subdivision, Replat or Vacation of >3 lots	
Tentative Plan	Type III
Final Plat	Type I
Minor Amendment	Type I
Major Amendment	Type III

Any Type I or II application made concurrently with a Type III application (such as those requiring approval of a Variance) shall be noticed and considered by the Planning Commission concurrent with the other application(s) at the higher review level.

2.05 VARIANCES

Variances to the requirements of this ordinance may be considered pursuant to the standards and procedures for a Variance outlined in the Land Development Ordinance (No. 493).

2.06 RESERVED

ARTICLE 4 - SUBDIVISIONS

4.02 TENTATIVE PLAN REVIEW AND ACTION PROCEDURES

- (1) City Staff Review and Action. Upon deeming an application complete, the CDD shall furnish one (1) copy of the tentative plan and supplementary material to the City Engineer and Public Works Superintendent. Public agencies believed to have an interest shall be provided notice of the proposal. These officials and agencies shall be given fifteen (15) days to review the plan and to suggest revisions that appear to be in the public interest.
- (2) Subdivision Tentative Plan Procedure. Tentative Plan applications require a Type III application and associated procedures, as set forth in Article 11 of the Veneta Land Development Ordinance (No. 493).
- (3) Dedications and Conditions of Approval. The Planning Commission may require dedication of land and easements and may specify conditions or modifications to the tentative plan as necessary to ensure compliance with city regulations.
- (4) Failure to Complete Subdivision Requirements. Tentative Plan approval shall remain effective for three (3) years from the date of Planning Commission action. Within three (3) years, the applicant must submit a complete Final Plat application for review along with all supplementary data required to meet the conditions of approval listed in the Final Order. If the land divider is unable to proceed with the subdivision prior to the expiration of the three (3) year period following the approval of the tentative plan, the applicant must resubmit the tentative plan and make any revision(s) necessary to meet changed conditions or modifications in laws or ordinances of the State of Oregon, Lane County, or the City of Veneta.
- (5) Performance Bonds and Irrevocable Agreements. At tentative plan approval, the applicant shall post a performance bond and enter into an Irrevocable Agreement between the applicant and the City, in a form as provided by the City, to assure that the subdivision improvements are completed. The performance bond shall be equal to the cost of public improvements including city water and sewer main extension and service and streets, which includes curbs, gutters and sidewalks with the City of Veneta. The cost of public improvements shall be based on an estimate by the City Engineer. Performance bonds shall be in the form of a surety bond, irrevocable letter of credit, cash, or other financial instrument acceptable to the City Attorney.

4.03 REVIEW OF TENTATIVE PLAN APPLICATIONS

A tentative plan application shall be approved, approved with conditions, or denied based on the standards found in the following sections of the Land Division Ordinance, Land Development Ordinance, and other sources specified in this Section:

- (1) The transportation system supports the new development and provides vehicular, bicycle, and pedestrian access to each lot in conformance with the applicable City requirements, including Design Standards (Article 6) and Improvement Requirements (Article 7) of this Land Division Ordinance; the requirements of the zoning district (Land Development Ordinance); and the Veneta Transportation System Plan.
- (2) Each lot will be served with sanitary sewer (or septic systems), water, and other public utilities in conformance with the applicable City requirements, including Design Standards (Article 6) and Improvement Requirements (Article 7) of this Land Division Ordinance; the requirements of the zoning district (Land Development Ordinance); and City utility plans.
- (3) The surface water drainage shall be in conformance with the City's Drainage Master Plan and other applicable City requirements, including Design Standards (Article 6) and Improvement Requirements (Article 7) of this Land Division Ordinance; and the requirements of the zoning district (Land Development Ordinance).
- (4) Topography, floodplain, wetlands, and vegetation have been incorporated into the subdivision design in conformance with the applicable City requirements, including Design Standards (Article 6) and Improvement Requirements (Article 7) of this Land Division Ordinance; and the requirements of the zoning district (Land Development Ordinance).
- (5) Development of any remainder of property under the same ownership can be accomplished in accordance with city requirements.
- (6) Adjoining land can be developed or is provided access that will allow its development in accordance with city requirements.
- (7) The proposed preliminary plat complies with all of the applicable city requirements, including Design Standards (Article 6), Improvement Requirements (Article 7), and the requirements of the zoning district in which the property is located (Land Development Ordinance)

4.03 AMENDMENTS

- (1) Minor Amendments. Minor amendments to any approved tentative subdivision plan may be approved, approved with conditions, or denied administratively by staff through a Type I application as long as the amendments substantially comply with the tentative plan, fully comply with all City ordinances and do not:
 - (a) Involve any interpretation of submission requirements or require findings that would set a precedent for other tentative subdivision plan amendments;

- (b) Impact utilities, the transportation system, drainage, or natural features of the site;
 - (c) Require a variance;
 - (d) Raise questions of adequacy of services by the Public Works Superintendent, City Engineer, or any affected public or private agency; and
 - (e) Create more lots than the approved tentative subdivision plan.
- (2) Major Amendments. Major amendments to an approved tentative subdivision plan involve changes that do not meet the criteria listed under minor amendments. Major amendments to an approved tentative plan must be reviewed and processed in the same manner as required for the original tentative subdivision plan. A new application and filing fee are required.

4.06 REVIEW AND ACTION PROCEDURES

- (1) Upon receipt, the plat and other required data shall be reviewed by the Building and Planning Official, City Engineer and Public Works Superintendent to determine that the subdivision as shown is substantially the same as it appeared on the approved tentative plan, meets any conditions of approval, and that there has been compliance with provisions of the law and of this ordinance.
- (2) Final Plat applications shall be processed under the Type I procedure contained in the Land Development Ordinance (No. 493).
- (3) The City may make such checks in the field as are desirable to verify that the plat is sufficiently correct on the ground and City representatives may enter the property for this purpose.
- (4) If it is determined that full conformity has not been made, the Building and Planning Official shall advise the sub divider of the changes or additions that must be made and shall afford the land divider an opportunity to make the changes or additions.
- (5) If after approval by the City Engineer and Public Works Superintendent the Building and Planning Official determines that the plat conforms to all requirements, it shall give approval, provided supplemental documents and provisions for required improvements are satisfactory. After acceptance, a recordable copy of the map shall be submitted to the City for signature. Final approval shall be indicated by the signature of the Building and Planning Official on the recordable copy of the plat. Acceptance by the public of the dedication of any street or other easements shown on the plat shall be indicated by the signature of the Mayor on behalf of the City.

ARTICLE 5 - PARTITIONS

5.03 TENTATIVE PLAN REVIEW AND ACTION PROCEDURES

- (1) Partition Tentative Plan Procedure. Tentative Plan applications require a Type II application and associated procedures, as set forth in Article 11 of the Veneta Land Development Ordinance (No. 493).
- (2) Planning Commission Review. If the proposed partition requires a variance, or is submitted concurrent with any other land use action requiring a Type III application, the Building and Planning Official shall submit the proposal to the Planning Commission for a consolidated higher level review. Any other proposal may be submitted to the Commission for review at the discretion of the Building and Planning Official.
- (3) Dedications and Conditions of Approval. The Building and Planning Official or the Planning Commission may require dedication of land and easements and may specify conditions or modifications to the tentative plan as necessary.
- (4) Tentative Plan Approval. The action of the Building and Planning Official or the Planning Commission shall be incorporated into a Final Order with all conditions of approval and a copy sent by mail to the applicant within seven (7) days of the decision. The original copy of the Final Order shall be retained in the City Planning files.
- (5) Failure to Complete Partition Requirements. Tentative plan approval shall remain effective for three (3) years from the date the Building and Planning Official or Planning Commission took action. Within that three (3) year period, the applicant must submit a complete Final Plat for review along with all supplementary data required to meet the conditions of approval listed in the Final Order issued either by the Building & Planning Official or the Veneta Planning Commission. If the land divider is unable to proceed with the partition prior to the expiration of the three (3) year period following the approval of the tentative plan, the applicant must resubmit the tentative plan and make any revisions(s) necessary to meet changed conditions of modifications in laws or ordinances of the State of Oregon, Lane County, or the City of Veneta

5.04 REVIEW OF TENTATIVE PLAN APPLICATIONS

A tentative plan partition application shall be approved, approved with conditions, or denied based on the standards found in the following sections of the Land Division Ordinance, Land Development Ordinance, and other sources specified in this Section:

- (1) The transportation system supports the new development and provides vehicular,

bicycle, and pedestrian access to each lot in conformance with the applicable City requirements, including Design Standards (Article 6) and Improvement Requirements (Article 7) of this Land Division Ordinance; the requirements of the zoning district (Land Development Ordinance); and the Veneta Transportation System Plan.

- (2) Each lot will be served with sanitary sewer (or septic systems), water, and other public utilities in conformance with the applicable City requirements, including Design Standards (Article 6) and Improvement Requirements (Article 7) of this Land Division Ordinance; the requirements of the zoning district (Land Development Ordinance); and City utility plans.
- (3) The surface water drainage shall be in conformance with the City's Drainage Master Plan and other applicable City requirements, including Design Standards (Article 6) and Improvement Requirements (Article 7) of this Land Division Ordinance; and the requirements of the zoning district (Land Development Ordinance).
- (4) Topography, floodplain, wetlands, and vegetation have been incorporated into the partition design in conformance with the applicable City requirements, including Design Standards (Article 6) and Improvement Requirements (Article 7) of this Land Division Ordinance; and the requirements of the zoning district (Land Development Ordinance).
- (5) Development of any remainder of property under the same ownership can be accomplished in accordance with city requirements.
- (6) Adjoining land can be developed or is provided access that will allow its development in accordance with city requirements.
- (7) The proposed preliminary plat complies with all of the applicable city requirements, including Design Standards (Article 6), Improvement Requirements (Article 7), and the requirements of the zoning district (Land Development Ordinance).

ARTICLE 8 – GENERAL PROVISIONS

8.05 AMENDMENTS

Amendments to this Ordinance shall be processed as a Type IV decision, as set forth in Article 11 of the Veneta Land Development Ordinance (No. 493).

8.06 DEFINITIONS

Capitalized words and phrases within this ordinance are defined in Article 13 of the Veneta Land Development Ordinance (No. 493). Terms not defined shall utilize commonly accepted definitions.

VENETA CITY COUNCIL

AGENDA ITEM SUMMARY

Title/Topic: **Temporary Restaurant parking waiver in response to COVID19**

Meeting Date: June 22, 2020
Department: Community Development

Staff Contact: Evan MacKenzie
Email: emackenzie@ci.veneta.or.us
Telephone Number: 541-935-2191

ISSUE STATEMENT

Staff is asking Council for a temporary waiver of some off-street parking requirements in response to the COVID19 pandemic.

BACKGROUND

The COVID19 pandemic has forced our society to adapt to a different way of conducting business. One of the major components of this adaptation is social distancing. While many of our businesses were forced to temporarily close their doors, restaurants were allowed to remain open for take-out and delivery service. With the Governor's May 15 order for partial reopening, citizens and restaurateurs alike are looking forward to people being able to dine out.

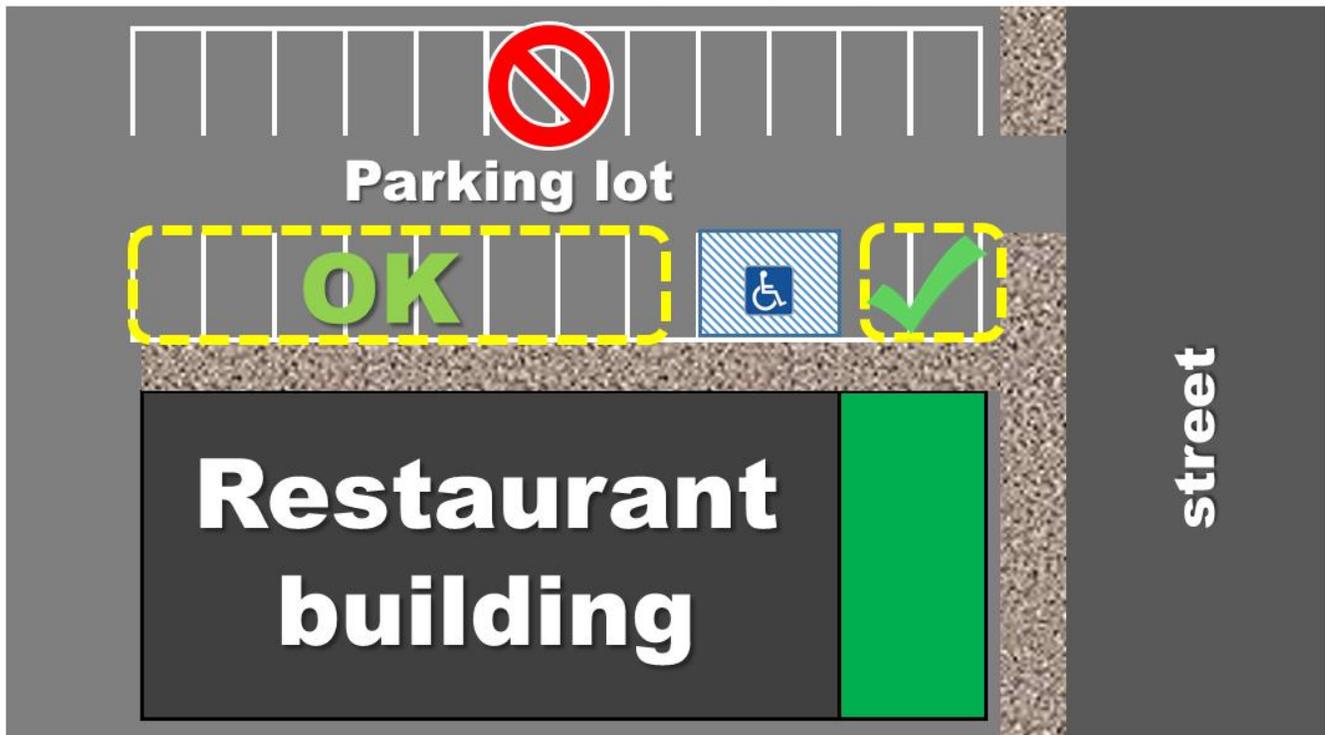
There is general consensus that social distancing is one of the best ways to lower transmission rates. There is also general consensus that outdoor activities are less likely to result in transmission than indoor activities. Unlike many other businesses, restaurants are able to extend their service (dining) area outdoors to achieve social distancing. However, not all restaurants have areas in which to expand or even allow outdoor dining. Many of them do, however, have off-street parking areas.

Staff is proposing a 90-day temporary allowance for restaurants to expand outdoor dining areas into their off-street parking areas, without regard to minimum off-street parking requirements. This allowance would apply to all restaurants that have their own off-street parking areas, as well as restaurants in multi-tenant facilities (malls), subject to certain minimum operating standards. This allowance is made as an option to restaurants – there is no requirement to implement outdoor dining.

- 1) The off-street parking to be used for outdoor dining shall be on the same property as the restaurant.
- 2) No motor vehicles shall be allowed to operate or park in between serving/dining areas and the restaurant.
- 3) A five-foot minimum separation shall be maintained between all motor vehicle parking and maneuvering areas and any outdoor serving/dining areas.
- 4) No ADA spaces or associated maneuvering areas shall be used or otherwise displaced.
- 5) Any restaurant proposing outdoor dining in place of existing parking shall submit a site plan to Community Development staff showing conformance with the above standards prior to implementing this allowance. There shall be no fee for this review.

- 6) This allowance does not waive the requirement of restaurants in multi-tenant malls to obtain permission from the property owner or manager, as applicable.
- 7) Any restaurant proposing outdoor alcohol service shall submit an [Application for Expansion of Service Area](#) to OLCC.

Image below is for example only



RELATED CITY POLICIES

Veneta Land Development Ordinance (No. 493) Section 5.20, Off-Street Parking Requirements

COUNCIL OPTIONS

- 1) Maintain status quo.
- 2) Approve the resolution as written.
- 3) Direct staff to draft an alternative resolution.

CITY ADMINISTRATOR'S RECOMMENDATION

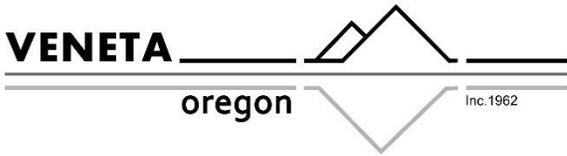
Approve a resolution to grant local restaurants the option of utilizing off-street parking areas for outdoor dining on a temporary basis, subject to the standards recommended by staff.

SUGGESTED MOTION

I make a motion to approve Resolution No. 1307, a Resolution establishing a temporary outdoor dining permit in response to the COVID19 pandemic.

ATTACHMENTS

1. Draft application form



Temporary Outdoor Dining Application
For temporary outdoor seating in parking areas in response to COVID19 pandemic

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

Applicant Name (if not owner): _____ Daytime Phone _____

Mailing Address: _____

Physical Address: _____ Email: _____

Property Owner Name: _____ Daytime Phone: _____

Mailing Address: _____

I HEREBY STATE THAT THE FACTS RELATED IN THE ABOVE APPLICATION AND THE PLANS AND DOCUMENTS SUBMITTED HERewith ARE TRUE, COMPLETE, CORRECT, AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Applicant Signature: _____ Date: _____

Owner Signature: _____ Date: _____
 (if not applicant)

FOR OFFICE USE ONLY

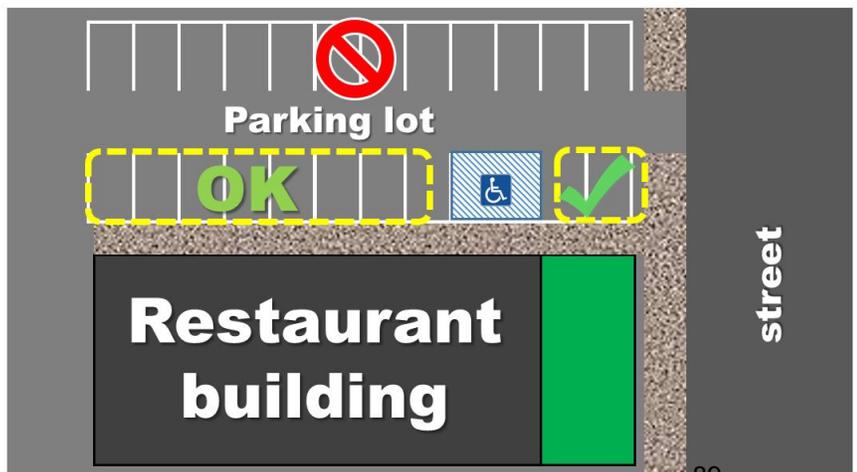
Assessor's Map/ Tax Lot #:	Zone:
SPECIAL INSTRUCTIONS AND CONDITIONS:	
Approved by:	Date:

Requirements:

- 1) The off-street parking to be used for outdoor dining shall be on the same property as the restaurant.
- 2) No motor vehicles shall be allowed to operate or park in between serving/dining areas and the restaurant.
- 3) A five-foot minimum separation shall be maintained between all motor vehicle parking and maneuvering areas and any outdoor serving/dining areas.
- 4) No ADA spaces or associated maneuvering areas shall be used or otherwise displaced.
- 5) Any restaurant proposing outdoor dining in place of existing parking shall submit a site plan to Community Development staff showing conformance with the above standards prior to implementing this allowance. There shall be no fee for this review.
- 6) This allowance does not waive the requirement of restaurants in multi-tenant malls to obtain permission from the property owner or manager, as applicable.
- 7) Any restaurant proposing outdoor alcohol service shall submit an [Application for Expansion of Service Area](#) to OLCC.

Sample site plan

All Temporary Outdoor Dining Permits shall expire December 31, 2020



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CITY OF VENETA

RESOLUTION NO. 1307

A RESOLUTION ESTABLISHING A TEMPORARY OUTDOOR DINING PERMIT IN RESPONSE TO COVID19 PANDEMIC

WHEREAS, the COVID19 pandemic has forced our society to adapt to a different way of conducting business; and

WHEREAS, there is general consensus that social distancing is one of the best ways to lower transmission rates.

WHEREAS, there is also general consensus that outdoor activities are less likely to result in transmission than indoor activities.

WHEREAS, with the Governor's May 15 order for partial reopening, citizens and restaurateurs alike are looking forward to people being able to dine out; and

WHEREAS, indoor dining areas in most restaurants are not able to meet minimum social distancing and temporal exposure requirements required pursuant to Governor's Order 0000; and

WHEREAS, outdoor dining areas have proven to be popular with the public, and can be configured to meet minimum social distancing requirements; and

WHEREAS, the City of Veneta Land Development Ordinance (No. 493) requires provision of off-street parking for all commercial uses; and

WHEREAS, "eating and drinking establishments" must provide a minimum of one off-street parking space for every 200 square feet of conditioned space; and

WHEREAS, the City desires to offer restaurants the ability to utilize off-street parking areas for outdoor dining without impacting off-street parking requirements in an effort to provide flexibility during an unprecedented public health event.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Veneta, as follows:

Section 1 Establishment of Temporary Outdoor Dining Permit and Off-Street Parking Waiver. Eating and drinking establishments shall be permitted to utilize dedicated off-street parking areas for outdoor seating without impacting off-street parking requirements.

Section 2 Standards. Any eating and drinking establishment desiring to establish a temporary outdoor seating area within a parking lot shall provide City staff with evidence of the following. There shall be no fee for this review.

1. The off-street parking to be used for outdoor dining shall be on the same property as the restaurant.

2. No motor vehicles shall be allowed to operate or park in between serving/dining areas and the restaurant.
3. A five-foot minimum separation shall be maintained between all motor vehicle parking and maneuvering areas and any outdoor serving/dining areas.
4. No ADA spaces or associated maneuvering areas shall be used or otherwise displaced.
5. A site plan to Community Development staff showing conformance with the above standards prior to implementing this allowance.

Section 3 Limitations.

1. This allowance does not waive the requirement of eating and drinking establishments in multi-tenant malls to obtain permission from the property owner or manager, as applicable.
2. Any eating and drinking establishment proposing outdoor alcohol service shall submit an Application for Expansion of Service Area to OLCC.

Section 4 Effective Date. This Resolution shall take effect on June ____, 2020.

Section 5 Expiration Date. This Resolution shall constitute a temporary allowance. The Resolution and all associated Permits and shall expire on December 31, 2020.

PASSED AND ADOPTED by the Veneta City Council this ____ day of June, 2020.

XXXXXXXXXXXXXXXXXXXXX

 Keith Weiss, Mayor

ATTEST:

XXXXXXXXXXXXXXXXXXXXX

 Darci Henneman, City Recorder

VENETA CITY COUNCIL

AGENDA ITEM SUMMARY

Title/Topic: IGA Update for Lane County Regional Housing Rehabilitation Program

Meeting Date: June 22, 2020
Department: Community Development

Staff Contact: Evan MacKenzie
Email: emackenzie@ci.veneta.or.us
Telephone Number: 541-935-2191

ISSUE STATEMENT

Staff is asking the Council to direct the City Administrator to sign onto the Lane County Regional Housing Rehabilitation Program Intergovernmental Agreement.

BACKGROUND

The Cities of Veneta and Creswell have joined the Regional Housing Rehabilitation Program of Lane County (RHRP) by way of applying for and contributing new Community Development Block Grant (CDBG) funds, but their respective memberships need to be formalized, the IGA consolidated, and the document approved by each jurisdiction. Veneta and Creswell each have a separate IGA that must be approved each time by all jurisdictions because the old IGA has not been updated to include these new members. By doing this now, and signing onto the CDBG Consortium Intergovernmental Agreement (IGA), it will help streamline new CDBG applications using this one document to demonstrate membership by all participating jurisdictions.

The following is excerpted with minor edits from the RHRP Policy Committee meeting minutes of January 9, 2020:

In brief, RHRP started as a CDBG home-rehab loan program administered by rural towns to serve households that had been declined by other lenders. The associated challenges forced consolidation of monies under a single nonprofit administrator, for which St. Vincent de Paul was contracted in 2002. Early on, repaid money could be used for any rehab project, now repaid funds can be applied only to CDBG-qualified uses.

RHRP has administered one or two grants annually and completed 172 rehab projects. The portfolio contains 117 loans, from repaid to projects under way, and the application process continues. RHRP requires a dedicated staff, and its impact has been profound. RHRP has partnered with other housing organizations for some aspects, like weatherization, and those partnerships are stronger for it.

Consortium IGA

Veneta, Creswell and Junction City have joined RHRP, but their respective memberships need to be formalized, the IGA consolidated, and the document approved by each jurisdiction. Each entity can have two RHRP representatives with each having backup reps, as well. The IGA now includes all rural municipalities in Lane County except Coburg, which is over-income.

CDBG 2020 funding round

The goal for RHRP sustainability is a \$5 million portfolio and a continuous cycle of annual applications with members rotating as lead applicant. The CDBG awards are for two years. An administering agency can have up to three open at a time. The most recent award recipients were Creswell, Veneta and Junction City. Oakridge and Lowell have not received grants recently.

Staff has proposed a fresh needs assessment possibly for Florence or others who are interested. RHRP staff prepares all the documentation, budgets and disbursements; the lead jurisdiction submits the application. The most time-consuming aspect is the environmental review. RHRP has a new program coordinator at Business Oregon Infrastructure Finance Authority. In the last round, money designated for RHRP went unawarded.

Veneta CDBG grant close-out report

79% of funds went to rehab (\$316,000/\$400,000). Over 50% of all applicants were served. Among the 15 households were 7 in the city, 6 elderly homeowners, and 2 homeowners with disabilities. Funds expended were \$316,000, the timeline was extended, work was completed in November, and only the administrative closeout and year-end financials remain. Project cost averaged less than \$18,000, compared to the program average of \$20,000. The \$6700 ending administration balance was rolled back into home rehabilitation. Project monitoring went well. Clients were happy. Staff is happy.

The revised IGA simply adds Veneta and Creswell to the consortium and the referenced Exhibits A & B. We are asking to have the City Administrator sign and date the new agreement and return the signed agreement to St. Vincent de Paul staff.

RELATED CITY POLICIES

Resolution No. 1235, A Resolution Adopting the City of Veneta's Fair Housing Program and Repealing Resolution No. 954

COUNCIL OPTIONS

1. Direct the City Administrator to sign the new IGA.
2. Decline to participate in the Community Development Block Grant Consortium Intergovernmental Agreement.

CITY ADMINISTRATOR'S RECOMMENDATION

Have the City Administrator sign the new IGA.

SUGGESTED MOTION

I make a motion to authorize the City Administrator to sign the new Intergovernmental Agreement in order for the City to continue participation in the Community Development Block Grant Consortium.

ATTACHMENTS

None.

INTERGOVERNMENTAL AGREEMENT
LANE COUNTY
REGIONAL HOUSING REHABILITATION PROGRAM

WHEREAS, the Lane County Regional Housing Rehabilitation Program (RHRP) was established in 2001 by Lane County and the cities of Cottage Grove, Oakridge and Lowell to provide a regional approach to meet housing rehabilitation needs; and

WHEREAS, each of the members have contributed all or a portion of their rehabilitation portfolio or receipts from rehabilitation projects to RHRP, in accordance with federal Community Development Block Grant requirements; and

WHEREAS, the Cities of Westfir, Florence and Junction City have become members of the RHRP and contributed a portion of the city's housing rehabilitation portfolio to the RHRP; and

WHEREAS, the Cities of Veneta and Creswell have become members of the RHRP and are contributing receipts from rehabilitation projects to RHRP; and

WHEREAS, under ORS Chapter 190.010 cities and counties may agree to carry out activities which they are individually or jointly authorized to conduct, specifically, the initial Members of the RHRP are Lane County and the cities that are signatories to this agreement, and may be amended to add other cities; and

WHEREAS, Lane County and the cities listed above have determined that it in their mutual interests and the public interest to establish an on-going program for guiding the use of the assets jointly contributed by the member agencies of the Regional Housing Rehabilitation Program.

NOW THEREFORE, it is hereby agreed:

- 1) The Regional Housing Rehabilitation Program (RHRP), established in 2001, is now comprised of the following Members: Lane County, and the cities of Lowell, Cottage Grove, Oakridge, Westfir, Florence, Junction City, Veneta, and Creswell herein after referred to as the Members or individually as Members. All other non-metropolitan cities in Lane County are eligible applicants of Small Cities – HUD/CDBG funding, may become members by completing a state grant application for CDBG funds and accepts such funds, and by executing an amendment to this agreement and a Subrecipient Agreement described below.
- 2) The original Agreement establishing the RHRP was fully executed in April 2001 and this Agreement amends and replaces, in its entirety, that original agreement, pursuant to paragraph 12 of the original Agreement.

3) The RHRP shall include contributions of Community Development Block Grant (CDBG) assets by Members for the purpose of making loans to low to moderate income property owners for approved housing rehabilitation, creation of a revolving loan fund upon loan repayment for continuing this purpose, and the regional administration and management of the revolving fund by an eligible and qualified 501(c) (3) non-profit organization.

4) The RHRP Fund, established with certain existing revolving loan fund assets of Members, will continue to grow with new grant assets received periodically by Members from the State of Oregon, and any privately contributed funds. The current grants that contribute to the RHRP revolving loan fund include: H00023, HO10004, HO1005, HO10007, HO200021 HR410, HR505, HR608, HR805, H16013, and H19011. Commitments of matching funds for these grants also contribute to the RHRP revolving loan fund.

5) The Members agree that the administrator and manager of RHRP assets will be the St. Vincent De Paul Society of Lane County (hereinafter Subrecipient), subject to termination provisions of this Agreement. Each Member agrees to execute a Subrecipient Agreement with St. Vincent De Paul in substantially the same form as Exhibit A (City of Junction City – 2008), attached hereto, in order to effectuate the transfer of CDBG assets for the purposes of the RHRP. Each new Subrecipient Agreement with St. Vincent De Paul shall be executed upon receipt of a CDBG grant by a Member. The Subrecipient shall fill two roles with regard to the RHRP: first is as the contractor to the grant recipient Member to administer and manage the grant through closeout; and second, after closeout, as the title owner of the grant assets, including loan repayments, and assuming all grant responsibilities of each Member, as described in the Subrecipient Agreement. The Subrecipient may also act as the Subgrantee for any city that enters into this Agreement after 2005.

6) Lane County and City Members of the RHRP, as established under this agreement, and other city members, as may be added in the future, shall appoint one representative, each with one vote, and one additional community member with one additional vote, to sit on the Policy Committee. The community members may be an interested citizen, or representative of a community development corporation, or of a service or other organization. The Policy Committee shall be created for and managed by the Subrecipient. The Policy Committee shall advise the Subrecipient on how to best meet the needs for affordable housing and related programs in the member jurisdictions and recommend and approve Policies and Procedures describing operation of the RHRP Fund, housing rehabilitation priorities, criteria for loan approval, and other matters that Subrecipient and/or Policy Committee deem relevant.

7) A request to change the Subrecipient may be initiated by any Member in writing to the Policy Committee. If the majority of the Policy Committee agrees to initiate a process it will result in one of the following: (a) reselection of St. Vincent De Paul as a managing agency, or (b) selection of any other qualified state approved program managing agency. The Policy Committee will adhere to the process outlined in Exhibit B to this agreement.

8) A Member who chooses to withdraw from the RHRP is solely responsible for the meeting of all Community Development Block Grant federal requirements with regard to any returned RHRP funds or assets. A member may withdraw by providing written notice to all other Members.

9) If there is to be a change in the Subrecipient referred to in Exhibit A, Members agree that the method for the prior Subrecipient to return assets or funds to each must be pre-approved by the state and shall not jeopardize the continuation of the RHRP including its goals to operate with non-program income. Current approved options include:

a. Requiring the Subrecipient to relinquish control of such assets to the Member for an interim period approved by the state, after which all assets must be transferred to another eligible Subrecipient for the purpose of continuing duties described in Sections 4 & 5 above, or

b. Requiring the Subrecipient to relinquish control of such assets directly to another eligible Subrecipient.

10) Coordination with Metropolitan Housing Programs. The Members of the Lane County Regional Housing Rehabilitation Program, land signatories to this IGA, seek to coordinate regional housing rehabilitation goals with metropolitan housing programs that share the goal of affordable housing for lower income families.

11) Exhibits to this agreement include:

Exhibit A - City of Junction City Subrecipient Agreement,
Exhibit B – Subrecipient consideration process.

12) This Agreement may only be amended by written agreement of all parties to this Agreement.

13) This Agreement may be terminated upon mutual consent of all Members. If the RHRP loses its eligibility for funds, ceases to exist, becomes insolvent or it is otherwise financially unreasonable to continue the RHRP, this Agreement may be terminated by fewer than all Members.

14) This Agreement is perpetual, unless otherwise terminated under its provisions.

Intentionally Blank
Signatures on Page 4

15) This signature page may be executed in multiple counter parts, with the combined total reflecting that all parties have signed.

City of Cottage Grove

By_____

Date:_____

County of Lane

By_____

Date:_____

City of Lowell

By_____

Date:_____

City of Oakridge

By_____

Date:_____

City of Florence

By_____

Date:_____

City of Westfir

By_____

Date:_____

City of Junction City

By_____

Date:_____

City of Veneta

By_____

Date:_____

City of Creswell

By_____

Date:_____

EXHIBIT A

SUBRECIPIENT AGREEMENT

Lane County Regional Housing Rehabilitation Program

RECITALS

WHEREAS, the parties executing the agreement are City of Junction City, a political subdivision of the State of Oregon, and St. Vincent dePaul Society of Lane County, Inc., the designated Subrecipient and a non-profit corporation authorized to do business in the State of Oregon; and

WHEREAS, the City of Junction City has been awarded a Community Development Block Grant (CDBG) Contract HR 805 by the State of Oregon, acting through Oregon Housing and Community Services Department ("State"); and

WHEREAS, the grant is subject to Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) ("the Act"), the regulations promulgated pursuant thereto, 24 C.F.R. §§570.1-.5 (1997), ORS §285A.075 (1997), and Oregon Administrative Rules (OAR) 123-080-0000 to 123-080-0050 (1998), all as may be amended from time to time; and

WHEREAS, the purposes of this grant include to (a) set up a Lane County Regional Housing Rehabilitation Program and revolving loan fund to meet the housing needs of low and moderate income residents of Lane County, and (b) for Lane County to provide new loans to low and moderate income residents to rehabilitate residential housing within the county; and

WHEREAS, the cities of Lowell, Cottage Grove, Florence, Westfir and Oakridge have previously received CDBG Grant Contracts, have already made loans, those grants have been closed, but the entities have contributed a portion of the existing loan portfolios to the Lane County Regional Housing Rehabilitation Program for the revolving loan fund; and

WHEREAS, Lane County and the cities of Lowell, Cottage Grove, Oakridge, Westfir and Florence and Junction City desire to contract with Subrecipient for administering and managing funds covered by CDBG Grant Contracts; establishing and operating a revolving loan fund to provide maximum flexibility for a wide range of activities to be funded, including proceeds from Grant Contracts, assets contributed by the other entities, and such other assets as may be deposited into the Loan Fund in the future by these or other Lane County jurisdictions or by other private entities; and

WHEREAS, other eligible cities in Lane County may desire to join the Lane County Regional Housing Rehabilitation Program. They shall enter into an Intergovernmental Agreement with the existing members and enter into a contract with the Subrecipient. For the purposes of this agreement where ever the term "Subrecipient" is used it may be substituted with the term "Subgrantee".

THEREFORE, the parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall be for three years from the date of execution of this agreement, with the option that it may be renewed for additional three-year periods, unless terminated. However, Subrecipient must complete all approved grant activities for Grant Contract HR 805 within 2 years from the date of execution of the Grant Contract. All Project activities must be completed by the Project Completion Date, or as otherwise amended by State including submission of the Project Completion Report and all cash requests (except cash requests for audit costs, if applicable).

II. SUBRECIPIENT STATUS

Subrecipient is an eligible Subrecipient to administer and manage CDBG grant monies and assets in a manner to result in non-program income in that it:

- A. Is a duly incorporated company authorized to do business in the State of Oregon;
- B. Serves the development needs of the community covered by this Agreement;
- C. Is an acceptable Subrecipient to the State of Oregon Housing and Community Services Department;

As a condition to City of Junction City's obligation to make funds available under this agreement, Subrecipient shall provide the documents required by the State to substantiate it as an eligible Subrecipient (Grant Contract, Exhibit B, paragraph 9) and shall maintain this status throughout the term of this agreement.

Wherever the term 'Subrecipient' is used in this agreement it may be substituted with the term 'subgrantee'.

III. GENERAL SCOPE OF DUTIES

- A. Prior to grant close out for Grant Contract # HR 805, Subrecipient shall be responsible for the following, subject to City of Junction City's monitoring authority: (a) proper use of, administration, distribution and expenditure of funds provided by City of Junction City to Subrecipient, and (b) setting up, administering and operating a revolving Loan Fund for the Lane County Regional Housing Rehabilitation Program (RHRP), subject to Policies and Procedures adopted by Subrecipient with the advice and recommendation of the Policy Committee more fully described in paragraph IV.B.1.c. below and in the Intergovernmental Agreement: Lane County Regional Housing Rehabilitation Program (IGA) attached as Exhibit B.
- B. After grant closeout, Subrecipient shall own, control and manage the assets of the revolving Loan Fund, subject to the Policies and Procedures established prior to closeout, to any responsibilities set forth in the Grant Close out agreement, to the continuing advice and recommendations of the Policy Committee, and to compliance with applicable federal and state laws and regulations.
- C. In performing its responsibilities in III.A. and B. above, Subrecipient shall ensure that its activities meet the national objective of principal benefit to low- and moderate-income persons as required by federal law and regulations.
- D. In performing its responsibilities in III. A. and B. above, Subrecipient shall be responsible for performing eligible activities under the Community Development Block Grant program, in accordance with Section 105(a) of the Act (42 USC §5305(a)), and the "program income rule" and its exceptions in 24 CFR 570.489(e)(2) and (3), and shall comply with all other applicable federal and state requirements regarding use and reporting of program income. For non-program income ("defederalized funds"), the eligible activities and reporting are those set forth in this Agreement, and Policies and Procedures to be adopted for the RHRP.
- E. In performing its responsibilities in III.A. above, Subrecipient agrees to comply, and cause its agents and contractors to comply, with all terms and conditions of the Grant Contract, except those expressly set forth in III. F., with any and all amendments to that Contract, and to comply with applicable Federal, state, and local laws and regulations, as may be amended from time to time, and in a manner satisfactory to the City of Junction City .
- F. As to specific Grant Contract provisions: City of Junction City shall retain responsibility for requirements related to grant application; accepting grant funds and disbursing after appropriate request by Subrecipient and approval by state; for monitoring of Subrecipient activities; for providing required information and documents to the state as designated in Exhibit B, paragraph 4.; for complying with paragraph 5.B. with regard only to purchases by the City of Junction City; for maintaining its own records and making them accessible to the state and public; for ensuring compliance by its employees, agents, consultants, officers, or

elected or appointed officials with paragraph 6.B. regarding conflicts of interest, paragraph 6C. regarding debarment, etc., and Exhibit G regarding lobbying.

- G. Subrecipient shall assign such staff as is appropriate to carry out its responsibilities in a timely and professional manner. Upon the City of Junction City's request, Subrecipient shall provide the names and responsibilities of key staff assigned to perform work under this agreement, and shall notify the City of Junction City in the event of changes in key staff assignments.

IV. SPECIFIC DUTIES RE: GRANT FUNDS AND REGIONAL PROGRAM MANAGEMENT

A. Grant Contract Responsibilities (Grant HR 805)

1. The City of Junction City shall contribute funds from Grant HR 805 to the Loan Fund to be managed and administered by Subrecipient in accordance with Exhibit C, Schedule of City of Junction City Contributions. It is expressly agreed and understood that the total amount to be paid by the City of Junction City under this Agreement, through periodic draw downs as approved by the state, shall not exceed \$300,000, of which no more than \$240,000 shall be used and administered by Subrecipient for rehabilitation loans.
2. With the rehabilitation loan funds, Subrecipient shall complete housing rehabilitation improvements for approximately 11 eligible low- and moderate- income, owner occupied units. No later than 90 days prior to the Project Completion Date, all funds designated for rehabilitation must be contractually committed in loan contracts as further set forth in paragraph V.A.2.
3. Subrecipient shall: (a) conduct outreach, including sufficient advertisement of the housing rehabilitation program, to ensure that a reasonable number of eligible applicants participate, (b) assist property owners, including providing accommodations for those with special needs, in completing loan applications for the RHRP program and, if applicable and requested, in securing other available loans from other private financial institutions. Tenants will be assisted only if tenant occupied units are, in the future, determined eligible through amendment of the Grant Contract between the City of Junction City and the State.
4. Subrecipient shall provide program management services once loans approved, including but not limited to:
 - a. Assisting in identifying eligible work to be performed, obtaining property owners written approval, and assuring that only eligible rehabilitation work is contracted for and performed,
 - b. Estimating costs to complete work based on industry and regulatory standards,
 - c. Ensuring that property owners properly solicit and select qualified contractors,
 - d. Providing forms and sample contracts to property owners and ensuring that the description of work is accurate and complete,
 - e. Assuring that required building permits are timely obtained, and assisting the City of Junction City, as it requests, in monitoring this duty,
 - f. Providing relocation assistance, if applicable and appropriate,
 - g. Performing periodic site visits to ascertain that contracted work is proceeding properly and satisfactorily,
 - h. Verifying that expenses invoiced by contractors are due and reasonable and request draw down of funds to be disbursed to contractors,
 - i. Obtaining owners' authority to execute change orders and execute them when necessary,
 - j. Conducting final building inspections,
 - k. Assuming responsibility for resolution of disputes between owners and contractors concerning rehabilitation contracts.

5. Subrecipient shall provide grant administration services including but not limited to:
 - a. Assuring proper use, record keeping and reporting of initial grant funds, loan repayments and interest,
 - b. Initial preparation of grant budgets, schedules and amendments;
 - c. Developing systems for and maintaining records sufficient for project monitoring by the City of Junction City and by the State, including but not limited to, program files for each loan applicant with all documents related to the loan and all information required by the U.S. Department of Housing and Urban Development for State Community Development Block Grants. Subrecipient is responsible for producing and maintaining all financial records in accordance with Sections IV.B.1.a., V. and VI. of this Agreement.;
 - d. Developing systems to assure compliance with federal and state regulations;
 - e. Evaluating project results against the approved budget and scope of work;
 - f. Monitoring project activities, progress and compliance with the Grant Contract and federal and state requirements;
 - g. Preparing cash requests, reports and other compliance documents for submission to the state;
 - h. Coordinating the resolution of audit and monitoring findings and grant closeout.
6. Subrecipient may subcontract grant administration duties to a third party only with prior approval of the City of Junction City and on terms and conditions acceptable to the City of Junction City.

B. Regional Housing Rehabilitation Program (RHRP) Management.

- I. Subrecipient shall perform all tasks necessary to set up and operate the homeownership rehabilitation loan program called for in the Grant Contract, including but not limited to:
 - a. Setting up and managing a Regional Revolving Loan Fund (“Loan Fund”) capitalized with contributions from the City of Junction City, from other member jurisdictions of the RHRP and with other assets that Subrecipient or others may contribute. The Loan Fund shall also include income generated by such assets. Subrecipient shall manage and monitor existing loan portfolios assigned to it. Subrecipient shall separately account for and track program income from non-program income for each RHRP member’s assets, in accordance with requirements of Subrecipient and Closeout Agreements between the cities and the state, and between the City of Junction City and State, as well as any other information as required by the City of Junction City.
 - b. If appropriate, income resulting from loans made by Subrecipient, including loan repayments and interest, if any, shall be deposited as non-program income (defederalized funds) into the Loan Fund and used in accordance with III. B.
 - c. Appointing a Policy Committee whose membership shall initially include two representatives from each public entity member as described in the Intergovernmental Agreement, attached and incorporated by reference. Jurisdictions who become members of the RHRP in the future shall be entitled to two representatives on the Policy Committee. Subrecipient shall consult with the Policy Committee in developing the Policies and Procedures describing operation of the Loan Fund, housing rehabilitation priorities, criteria for loan approval, systems for record keeping, reporting and financial management, and other matters that Subrecipient and/or the Policy Committee deem relevant. The Policy Committee shall advise Subrecipient on how best to meet the needs for affordable housing and related programs in the member jurisdictions.
 - d. Appointing a Loan Committee to implement Policies and Procedures with regard to specific loan requests for the RHRP. Its membership shall represent

broad interests and may include representatives from private lenders, from the public entity membership, other community representatives including those representing low- and moderate income levels.

- e. In conjunction with all member jurisdictions, Subrecipient shall develop model documents, including inter-jurisdictional agreements, subrecipient agreements, loan transfer documents, loan documents.
- f. Subrecipient will encourage and assist additional local governments in joining the RHRP.
- g. Subrecipient shall recruit private lenders to participate financially in the Loan Fund, to serve on the Loan Committee, and to make loans to eligible applicants in order to leverage public investment in the Loan Fund. The CDBG rules do not apply to such private contributions.
- h. No later than 30 days prior to the Project Completion Date set forth in the Grant Contract, Subrecipient shall submit to City of Junction City copies of agreements with at least two other governmental entities regarding: (1) the administration of their respective regional revolving loan funds by Subrecipient and the transfer of their funds to this regional revolving loan fund, (2) the administration by Subrecipient of the portfolios of the loans funded by the governmental entities' funds, and (3) the continued administration of the regional revolving loan fund by Subrecipient. Subrecipient shall submit fully executed agreements with the governmental entities in form and substance satisfactory to the City of Junction City and state by the Grant Project Completion Date.
- i. No later than the Project Completion Date, Subrecipient shall perform all other regional rehabilitation program management tasks.

V. BUDGET AND METHOD OF COMPENSATION

A. As to expenses related to Grant Contract HR 805, the City of Junction City shall pay Subrecipient in accordance with the Budget attached as Exhibit D, and in the manner provided in the Schedule of Payments attached as Exhibit E, both incorporated herein by this reference. Of the not to exceed amount of \$ 300,000, Subrecipient shall receive up to \$10,000 for Grant Administration and \$ 50,000 for Program Management.

- 1. Subrecipient shall request periodic draw down of loan funds from the regional fund to pay contractors for the rehabilitation of eligible property after work has been completed and approved. Any request for draw down of funds for Subrecipient's administrative and management services shall also be on a expense reimbursement basis. The requests shall include documentation of work completed to date in a manner, form and substance acceptable to the City of Junction City and the State before any disbursement of loan funds will be made. Grant funds cannot be drawn in advance and cannot be used to establish escrow accounts. Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit D, and at times specified in Exhibit E. Final payments shall not be made until final inspection and sign-off by Subrecipient and property owner. Payments will be made for eligible expenses actually incurred and may not exceed actual cash requirements.
- 2. All funds designated as rehabilitation funds in the Project budget shall be contractually committed in loan contracts to eligible property owners by ninety (90) days prior to the Project Completion date, unless there is good reason. Subrecipient shall provide the City of Junction City 30 days advance notice of any potential failure to meet this commitment requirement and shall return to the City of Junction City any rehabilitation funds not so committed within the time designated by the City of Junction City.

3. If indirect costs are charged, the Subrecipient shall follow an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City of Junction City with evidence that it has been negotiated and approved by the appropriate federal cognizant agency. If the Subrecipient's indirect cost proposal is under review by the federal agency, it may be followed by the Subrecipient until a final plan is negotiated and approved, unless it conflicts or interferes with existing funding requests or commitments. If the plan or some portion of it is not approved, Subrecipient shall return all subject funds charged as indirect costs to the Loan Fund. To recover such funds, the City of Junction City may withhold any existing or future payments due to Subrecipient for services it provides under this Agreement.
4. The Subrecipient may be paid for services outside of Grant funds from defederalized or other available funds provided that the Policy Committee has approved said payment.
5. The Subrecipient shall submit financial progress reports to the City of Junction City in the form, content and frequency as required by the City of Junction City.
6. The City of Junction City may require a more detailed budget breakdown than the one contained in Exhibit D. Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City of Junction City.
7. Any amendments to the overall budget must be approved in writing by the City of Junction City and Subrecipient.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management.

The Subrecipient agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Subrecipient shall administer its program in conformance with the policies, guidelines and requirements of OMB Circulars A-122, "Cost Principles for Non-Profit Organizations, or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied to all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-keeping.

1. Records to be Maintained.

- a. The Subrecipient shall maintain all records required by the State of Oregon pursuant to federal regulations at CFR Part 570.490, that are pertinent to the activities to be funded under this Agreement. Instructions from the State are included in a Grant Management Handbook and by communication from State employees.
- b. The Subrecipient shall maintain any other information or records requested by County/City pertinent to this Agreement and in such a manner as to clearly document the Subrecipient's performance.
- c. For fair housing and equal opportunity purposes, the Subrecipient's records shall include, to the extent available, data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program.

2. Retention.

- a. The Subrecipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
 - b. Property Records: The Subrecipient shall maintain real property inventory records which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "change of use restrictions" specified in 24 C.F.R. Part 570.489(j).
- C. Close-Outs. The Subrecipient's Grant Contract obligations to the City of Junction City shall not end until the State determines that the project can be administratively closed.
- D. Audits and Inspections.
1. Audits shall be conducted annually in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) as amended by Pub. L. 104-156, §§1-3, 110 Stat. 1397 (1996) and the regulations promulgated pursuant thereto, 24 C.F.R. §§44.1-44.18 (1997), and the Office of Management and Budget (OMB) Circular A-133, 24 C.F.R. §§45.1-45.5 (1997).
 2. The City of Junction City, the State, and the federal government (including but not limited to the U.S. Department of Housing and Urban Development, the Inspector General, and the General Accounting Office) and their duly authorized representatives shall have access to all of Subrecipient's books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds.
 3. The Subrecipient shall provide citizens with reasonable access to records regarding the use of CDBG funds consistent with State and local requirements concerning the privacy of personal records.

VII. NOTICES

The City of Junction City shall provide Subrecipient with a copy of all notices received by the City of Junction City from the State related to Subrecipient's obligations or performance under this Agreement. All other notices between the parties shall be in writing, mailed first class mailed unless agreed otherwise, and addressed to the following representatives:

CONTRACTOR

Contact: Anne Williams
Housing Program Director
P.O. Box 24608
Eugene, Or 97402
Phone: 541-687-5820, ext. 127
Email: awilliams@svdpc.us

City of Junction City

Contact: David Clyne
City Administrator
PO Box 250
Junction City OR 97448
Phone: 541-998-2153
Fax: 541-998-3140
e-mail: dclyne@ci.junction-city.or.us

VIII. AMENDMENTS

- A. The City of Junction City and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved, if necessary, by Junction City's governing body.
- B. The City of Junction City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. The City of Junction City shall notify Subrecipient in writing of any such amendment. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications must be by written amendment, signed by both the City of Junction City and Subrecipient.
- C. Changes to the project goals, scope of services, schedule, or budget related to the Grant Contract may, unless otherwise noted, be made only through a written amendment to this

Agreement, signed by the Subrecipient and the City of Junction City. The State of Oregon Economic Development Department shall have a minimum of ten days to review proposed amendments prior to signing by the parties.

IX. INSURANCE AND BONDING

- A. Subrecipient shall obtain and maintain the insurance coverages set forth on Exhibit F, incorporated herein by this reference, for the full period of this Agreement including amendments.
- B. Workers' Compensation. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement before work under the Agreement commences. The Subrecipient shall ensure that its contractors do likewise.
- C. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City of Junction City, and a performance bond ensuring faithful performance of the Agreement.
- D. The Subrecipient shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.
- E. The Subrecipient shall maintain at all times comprehensive liability insurance and property damage insurance covering its activities and operations under this Agreement, and naming the City of Junction City its officers, agents and employees as additional named insureds. Subrecipient shall furnish to the City of Junction City a certificate of insurance providing at least ten days written notice if the insurance coverage is canceled or reduced.

X. INDEMNIFICATION

Each party shall hold harmless, defend and indemnify the other party, members of its governing board, its officers, agents and employees from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the party's performance or nonperformance of the services or subject matter called for in this Agreement; however, the City of Junction City's obligation is subject to the limits of the Oregon Tort Claims Act and Article XI, Section 10 of the Oregon Constitution.

XI. DISPUTE RESOLUTION

The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually acceptable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of emergency.

If the dispute remains unresolved through mediation the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time, except that it shall include the following conditions:

- 1. The location of the arbitration shall be in Eugene, Oregon.
- 2. Each party shall bear its own costs (except arbitration filing costs), witness fees and attorney's fees.
- 3. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties, and
- 4. Judgment upon award rendered by the arbitrator may be entered in a court in Lane County, Oregon.

Notwithstanding the parties' dispute resolution obligations, the State of Oregon shall have independent authority to enforce the provisions of this agreement, including applying paragraph 9.D. of the Grant Contract, and recovery of sums due for breach of this Agreement.

XII. SUSPENSION OR TERMINATION OF AGREEMENT

- A. Voluntary Termination. The parties may jointly agree to terminate this Agreement, and upon the terms of such termination.
- B. Involuntary Termination.
 - 1. This Agreement shall terminate immediately and automatically if the State terminates the Grant Contract. The City of Junction City shall provide to Subrecipient a copy of any notice received from the State pursuant to its Grant termination authority;
 - 2. The City of Junction City may terminate this Agreement in accordance with Lane Manual 21.130(11) and (12);
 - 3. The City of Junction City may terminate this Agreement by providing at least 24 hours advance notice if Subrecipient abandons its responsibilities under this agreement, fails to comply with any local, state, or federal laws or contract provisions which are not capable of being cured or would be unreasonable to cure as set forth below; or may terminate immediately if Subrecipient fails to execute a required amendment (see paragraph VIII B.), or Subrecipient's activities, or those of its employees, officers or agents seriously threaten to inflict personal injury or property damage, or inflict any substantial personal injury or property damage on property owners, contractors, or any others, or if Subrecipient commits any act which is intentional, reckless or outrageous.
- C. Subject to the exceptions in XII. B. above, if either party substantially breaches its obligations under this agreement, the other party shall provide an opportunity to cure preceded by at least 30 days advance written notice. If such noncompliance is not corrected within the time provided, the nondefaulting party may suspend or terminate this Agreement, in whole or in part. If the City of Junction City has provided this written notice, it may withhold any further compensation to Subrecipient until such time as Subrecipient is in compliance.
- D. If Subrecipient breaches several contract obligations, each of which separately does not constitute a substantial breach, the accumulation of three (3) such breaches may constitute a substantial breach. A substantial breach also includes the State providing notice of violation of grant requirements arising out of Subrecipient's performance or failure to perform under this Agreement.
- E. In the event of a breach of this Agreement, the other party shall be entitled to recover sums due as a result of that breach and to pursue all available remedies. However, in no event shall this Agreement be considered in force and effect after the state has terminated the Grant Contract.
- F. If the State imposes sanctions on the City of Junction City for failure to perform or breach by Subrecipient, the City of Junction City shall have the authority to recover from Subrecipient any funds the City of Junction City is required to pay to the State.
- G. Subject to XII.E. above, and in the event of termination by the City of Junction City, Subrecipient shall be compensated for any services satisfactorily performed.
- H. Upon termination or expiration of this Agreement and prior to Subrecipient ceasing to perform duties as generally described in III A. and B., Subrecipient shall execute an assignment to the City of Junction City, or to another eligible subrecipient designated by the City of Junction City, assigning all of its rights to any promissory notes, trust deeds, or other agreements that Subrecipient has taken from Borrowers or in furtherance of its activities under this Agreement. All cash, assets, or unused program or non-program income, including those resulting from Grant Contract proceeds and any privately contributed funds, in

Subrecipient's possession or control or subsequently received shall be returned to the City of Junction City, or other eligible Subrecipient as directed by the City of Junction City.

XIII. GENERAL PROVISIONS

A. General Compliance. In performing obligations under this agreement, both parties agree to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570, to comply with all other applicable Federal, state and local laws, regulations, and policies. Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Subrecipient shall comply with the City of Junction City's standard contract provisions.

C. Independent Contractor.

1. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall be responsible exclusively for payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance for its officers, agents and employees.
2. The Subrecipient and the City of Junction City agree that there is no relationship under this agreement except as specified herein. The City of Junction City exercises no control over, is not responsible for the acts of, assumes no specific responsibilities to or for officers, employees or agents or the public in general, except as specified in this Agreement. The Subrecipient shall not claim any relationship with the City of Junction City as agent, representative or employee which is not expressly set forth in this agreement.

D. Subrecipient and Contractor/Subcontractor Covenants. In addition to obligations in III. E., Subrecipient specifically agrees to comply, and cause its agents and contractors to comply with the following specific provisions of the Grant Contract which are hereby incorporated into this Agreement by this reference and with any exceptions set forth in III.F. of this Agreement as noted below:

1. Paragraph 5.A.(1)-(4), (6)-(17);
2. Paragraph 6.A.(1), B, C, E-M.

E. Subrecipient shall comply with ORS §§294.305-294.565 (1997) and other applicable state laws for the City of Junction City and municipal administration.

F. Subrecipient shall comply with special program and grant administration requirements imposed by the City of Junction City related to the use of funds provided under the Grant Contract or Closeout Agreement (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook).

G. Recognition of Fund Sources. The Subrecipient shall insure recognition of the role of the City of Junction City and the federal and State of Oregon Community Development Block funding in providing services through the Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. All construction projects in excess of \$50,000.00, which are undertaken using funds from this Grant Contract, shall have a Project sign (which sign shall be in the form approved by the State) located prominently at the Project site. This sign shall be installed prior to construction and shall be maintained for the duration of the construction period. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause

- I. Lobbying. Subrecipient shall sign Exhibit G, the "Certification Regarding Lobbying," and shall cause all its first tier contractors or Subrecipients receiving subcontracts in excess of \$100,000.00 to sign and file with the Subrecipient a copy of Exhibit G.
- J. Copyright. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- K. Lead-Based Paint. Subrecipient shall ensure that no lead-based paint will be used in residential units. Subrecipient shall comply with applicable federal law and regulations in providing proper notice to the appropriate persons concerning lead-based paint.
- L. Subrecipient shall comply with Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
- M. Subrecipient shall comply with Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
- N. Subrecipient shall comply with the Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
- O. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
- P. Environmental Conditions.
 1. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:
 - a. Clean Air Act, 42 U.S.C., 7401, et seq.
 - b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
- Q. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- R. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
- S. Third Party Beneficiaries. Except for the State of Oregon, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever.
- T. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause

- I. Lobbying. Subrecipient shall sign Exhibit G, the "Certification Regarding Lobbying," and shall cause all its first tier contractors or Subrecipients receiving subcontracts in excess of \$100,000.00 to sign and file with the Subrecipient a copy of Exhibit G.
- J. Copyright. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- K. Lead-Based Paint. Subrecipient shall ensure that no lead-based paint will be used in residential units. Subrecipient shall comply with applicable federal law and regulations in providing proper notice to the appropriate persons concerning lead-based paint.
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- P. Environmental Conditions.
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 - a. Clean Air Act, 42 U.S.C., 7401, et seq.
 - b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
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- S. Third Party Beneficiaries. Except for the State of Oregon, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever.
- T. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

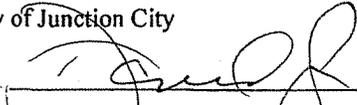
LIST OF EXHIBITS

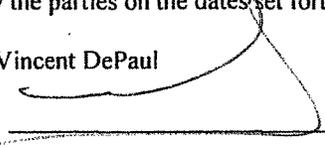
- Exhibit A: Grant Contract HR 805
- Exhibit B: Municipality's Certification of Compliance with State and Federal Laws and Regulations
- Exhibit C: Certification Regarding Lobbying
- Exhibit D: Schedule of Contributions
- Exhibit D: Budget
- Exhibit E: Insurance Coverages Required

This Subrecipient Agreement is hereby executed by the parties on the dates set forth below.

City of Junction City

St. Vincent DePaul

By:  _____

By:  _____

Title: City Administrator

Title: EXECUTIVE DIRECTOR

Date: 7/7/08

Date: 7/15/08

Exhibit B -Subrecipient Consideration Process

The Policy Committee will adhere to the following process to make this determination, which will be referred to the Members for confirmation and any amendment of Subrecipient Agreements, as appropriate:

- a) Policy Committee members will draft a Request for Proposal or Letter of Interest, as determined appropriate, and have it approved by the Member jurisdictions.
- b) The Policy Committee members shall act as the review and selection committee for the new Subrecipient, and under that process the vote need not be unanimous, but must involve a majority of the Members.
- c) When selection is complete, the Member jurisdictions shall ratify the selection by amending each Subrecipient Agreement to reflect this change, including the new Subrecipient Agreement expiration date.
- d) The RHRP Fund portfolio will be transferred to the selected Subrecipient, or retained by the existing Subrecipient.

These steps will be included in each Subrecipient Agreement that is signed by each member with the original Subrecipient and any subsequent Subrecipient.

In creating selection criteria for a Subrecipient, Policy Committee members may consider the Subrecipient duties included in Exhibit A (Subrecipient Agreement), and any other factors deemed relevant, including the potential contractors' ability to:

- a. Manage rehabilitation projects and report on awarded grants to all grantors in a timely and complete manner and in compliance with grant requirements
- b. Complete all fiscal reporting, documentation, review and audit responsibilities in full compliance with grantor requirements
- c. Perform all grant close-out procedures in a manner in compliance with all Grantor requirements
- d. Maintain all records, documents and correspondence pertaining to grants in a manner in accordance to grantor requirements
- e. Respond to Grantor findings and questions promptly and completely
- f. Adhere to and implement all RHRP policies and procedures
- g. Initiate loans, service them, collect repayments in an appropriate manner, and record them
- h. Experience in managing loans and loan funds
- i. Complete the rehabilitation scope of work, monitoring, and inspections
- j. Ensure loan customer satisfaction
- k. Manage RHRP committees
- l. Identify and assist with obtaining additional resources for community needs as identified by RHRP Members and committees.
- m. Perform in a professional manner.

VENETA CITY COUNCIL

AGENDA ITEM SUMMARY

Title/Topic: Adoption of Updated Compensation Plan for Regular Positions

Meeting Date: June 22, 2020
Department: Human Resources

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

ISSUE STATEMENT

Does the Council approve updating the Compensation Plan for regular positions to reflect/grant a 2.5% cost-of-living increase?

BACKGROUND

The Compensation Plan is revised periodically for a variety of reasons. One reason is to grant a cost-of-living adjustment (COLA). This type of adjustment (in this case an increase) is made to the pay ranges for all regular positions and each step within the ranges.

The Employee Handbook states that a determination will be made as to whether economic conditions warrant a cost-of-living adjustment primarily based on the previous calendar year's All Urban Consumers CPI-U West which increased 2.7%. The other proposed change in compensation is an increase in the amount the City contributes to each employees' Health Savings Account (H.S.A) (from \$2,300 to \$2,350 for employee only coverage and from \$3,300 to \$3,500 for all other coverage types). These contributions offset the high deductible and out-of-pocket costs for employees which are increasing effective January 1, 2021. Both of these changes were presented, discussed and deemed acceptable to staff.

The 2.5% COLA and H.S.A contribution changes were included in the fiscal year 2020-2021 Proposed Budget. The Proposed Budget was approved May 21, 2020 by the Budget Committee; however, the City Council, per Resolution, makes the final decision regarding cost-of-living wage adjustments.

RELATED CITY POLICIES

Resolution No. 1273 which approved the current Compensation Plan and Resolution No. 1297 which adopted the current Employee Handbook of the City of Veneta.

COUNCIL OPTIONS

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

CITY ADMINISTRATOR'S RECOMMENDATION

Adopt the resolution as presented.

SUGGESTED MOTION

"I make a motion to adopt Resolution No. 1300, a Resolution updating the City's Compensation Plan for Regular Positions for Fiscal Year 2020-2021 and repeal Resolution No. 1273, as presented."

ATTACHMENTS

1. Section 9.40.10 of Employee Handbook

9.40. Wage Adjustments

9.40.10. Cost of Living Adjustments.

- a. Each year, during the budget process, determination will be made whether or not economic conditions warrant a cost-of-living adjustment. The amount of such an adjustment will be determined primarily by using the All Urban Consumers CPI-U West from the previous calendar year.
- b. The City Administrator, or designee, shall assist the budget committee in their decision by gathering information and assisting with the analysis.
- c. If granted, cost of living adjustments shall be for all regular positions and steps within the City's Compensation Plan for Regular Positions and generally, will be effective the first day of the pay period that includes the first day of a new fiscal year.
- d. The City Council has final decision regarding cost of living adjustments.

CITY OF VENETA

RESOLUTION NO. 1300

A RESOLUTION UPDATING THE COMPENSATION PLAN FOR REGULAR POSITIONS OF THE CITY OF VENETA FOR FISCAL YEAR 2019-2020 AND REPEALING RESOLUTION NO. 1273

WHEREAS, the City of Veneta desires to comply with Federal and State labor laws and maintain a fair compensation plan for its employees; and

WHEREAS, pursuant to the City of Veneta Employee Handbook paragraph 9.40.10(A) each year, during the budget process, determination will be made whether or not economic conditions warrant a cost-of-living adjustment (COLA). The amount of such an adjustment will be determined primarily by using the Consumer Price Index All Urban Consumers - West from the previous calendar year; and

WHEREAS, the CPI-U West Region from December of 2018 to December of 2019 was 2.7%; and

WHEREAS, the City desires to stay competitive in regard to compensation at least with similar sized cities; and

WHEREAS, the City of Veneta feels this is best done by implementing a 2.5% COLA combined with an increase in employer contributions to employee Health Savings Accounts; of \$50.00 per year for employee only coverage and \$200.00 per year for all other coverage types; and

WHEREAS, pursuant to the City of Veneta Employee Handbook paragraph 9.40.10(D) the City Council has final decision regarding wage adjustments;

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

SECTION 1 Adoption. The Veneta City Council adopts the Compensation Plan for regular positions, attached hereto as Exhibit A, reflecting a 2.5% COLA.

SECTION 2 Effective Date. The amendments to the Compensation Plan shall take effect on June 26, 2020.

SECTION 3 Repealing Clause. Resolution No. 1273 is hereby repealed.

PASSED AND ADOPTED by the Veneta City Council this ____ day of June, 2020.

XXXXXXXXXXXXXXXXXXXX

Keith Weiss, Mayor

ATTEST:

XXXXXXXXXXXXXXXXXXXX

Darci Henneman, City Recorder

Difference Between Steps 4.00%

Effective Date: June 26, 2020

Includes Cost of Living Increase : 2.50%

Positions By Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Skilled: Level I (non-exempt)										
Office Support Specialist I	2,805	2,917	3,034	3,155	3,281	3,412	3,548	3,690	3,838	3,992
Utility Worker I	3,168	3,295	3,427	3,564	3,707	3,855	4,009	4,169	4,336	4,509
Skilled: Level II (non-exempt)										
Assistant City Recorder	3,284	3,415	3,552	3,694	3,842	3,996	4,156	4,322	4,495	4,675
Office Support Specialist II	3,037	3,158	3,284	3,415	3,552	3,694	3,842	3,996	4,156	4,322
Utility Worker II	3,443	3,581	3,724	3,873	4,028	4,189	4,357	4,531	4,712	4,900
Skilled: Level III (non-exempt); Administrative: (exempt)										
Assistant Planner	3,581	3,724	3,873	4,028	4,189	4,357	4,531	4,712	4,900	5,096
Human Resources/Risk Management Generalist, Events Faciliator, Pool Manager	3,581	3,724	3,873	4,028	4,189	4,357	4,531	4,712	4,900	5,096
City Recorder	3,623	3,768	3,919	4,076	4,239	4,409	4,585	4,768	4,959	5,157
Office Support Specialist III	3,349	3,483	3,622	3,767	3,918	4,075	4,238	4,408	4,584	4,767
Utility Worker III	3,612	3,756	3,906	4,062	4,224	4,393	4,569	4,752	4,942	5,140
Professional/Supervisory: (exempt)										
Associate Planner	4,188	4,356	4,530	4,711	4,899	5,095	5,299	5,511	5,731	5,960
Management Analyst	4,027	4,188	4,356	4,530	4,711	4,899	5,095	5,299	5,511	5,731
Public Works Superintendent	4,826	5,019	5,220	5,429	5,646	5,872	6,107	6,351	6,605	6,869
Management: (exempt)										
Community Development Director	5,259	5,469	5,688	5,916	6,153	6,399	6,655	6,921	7,198	7,486
Finance and Administrative Services Director	5,220	5,429	5,646	5,872	6,107	6,351	6,605	6,869	7,144	7,430
Public Works Director	5,921	6,158	6,404	6,660	6,926	7,203	7,491	7,791	8,103	8,427

VENETA CITY COUNCIL

AGENDA ITEM SUMMARY

Title/Topic: Adoption of Updated Compensation Plan for Temporary and Seasonal Positions

Meeting Date: June 22, 2020
Department: Human Resources

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

ISSUE STATEMENT

Does the Council approve updating the Compensation Plan for Temporary and Seasonal Positions to reflect/grant the new State of Oregon minimum wage?

BACKGROUND

The State of Oregon is raising the minimum wage to \$12.00 effective July 1, 2020. The City has positions that are paid on an hourly basis. The pay for these positions is determined by the City's Compensation Plan for Temporary and Seasonal positions using the State set minimum wage as a base wage. The City wishes to continue its compliance with State Law.

RELATED CITY POLICIES

Resolution No. 1278 which adopted the current Compensation Plan and Resolution No. 1297 which adopted the current Employee Handbook of the City of Veneta.

COUNCIL OPTIONS

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

CITY ADMINISTRATOR'S RECOMMENDATION

Adopt the resolution as proposed.

SUGGESTED MOTION

"I make a motion to adopt Resolution No. 1301, a Resolution updating the City's Compensation Plan for Temporary and Seasonal Positions for Fiscal Year 2020-21, and repeal Resolution No. 1278, as presented."

ATTACHMENTS

None

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CITY OF VENETA

RESOLUTION NO. 1301

A RESOLUTION UPDATING THE CITY’S COMPENSATION PLAN FOR TEMPORARY AND SEASONAL POSITIONS AND REPEALING RESOLUTION NO. 1278

WHEREAS, pursuant to the City of Veneta Employee Handbook (9.10.20) the City Administrator, or designee, shall analyze the salary or hourly rate range for each position, to determine if adjustments should be made in compensation, either generally or in specific positions, and shall report such findings to the City Council; and

WHEREAS, the State minimum wage is scheduled to change on July 1, 2020; and

WHEREAS, the State minimum wage has been selected to serve as the base wage for temporary and seasonal positions;

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

SECTION 1 Adoption. The Veneta City Council adopts the Compensation Plan for Temporary and Seasonal Positions attached hereto as Exhibit A.

SECTION 2 Effective Date. The amendments to the Compensation Plan shall take effect on June 26, 2020.

SECTION 3 Repealing Clause. Resolution No. 1278 is hereby repealed.

PASSED AND ADOPTED by the Veneta City Council this ____ day of June, 2020.

XXXXXXXXXXXXXXXXXXXX

Keith Weiss, Mayor

ATTEST:

XXXXXXXXXXXXXXXXXXXX

Darci Henneman, City Recorder

CITY OF VENETA
Compensation Plan
Temporary & Seasonal Positions *

Effective Date: 26-Jun-20
 Increase between Steps: 3.00%
 Minimum Wage: \$ 12.00

Exhibit A Resolution No. 1301

Positions	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Office Support Specialist II	17.60	18.13	18.67	19.23	19.81	20.40	21.01	21.64	22.29	22.96
Recreation & Events Coordinator	14.16	14.57	15.01	15.46	15.92	16.40	16.89	17.40	17.92	18.46
Administrative Intern	12.00	12.36	12.73	13.11	13.50	13.91	14.33	14.76	15.20	15.66
Planning / Program Specialist	17.04	17.55	18.08	18.62	19.18	19.76	20.35	20.96	21.59	22.24
Seasonal Grounds Laborer	12.36	12.72	13.10	13.49	13.89	14.31	14.74	15.18	15.64	16.11
Wastewater Plant Intern	12.00	12.36	12.73	13.11	13.50	13.91	14.33	14.76	15.20	15.66
Pool Manager	21.99	22.65	23.33	24.03	24.75	25.49	26.25	27.04	27.85	28.69
Recreation Assistant	12.00	12.36	12.73	13.11	13.50	13.91	14.33	14.76	15.20	15.66
Lifeguard	12.00	12.36	12.73	13.11	13.50	13.91	14.33	14.76	15.20	15.66
Head Guard	12.00	12.36	12.73	13.11	13.50	13.91	14.33	14.76	15.20	15.66
Aerobics Instructor	14.88	15.33	15.79	16.26	16.75	17.25	17.77	18.30	18.85	19.42
Senior Guard	17.24	17.76	18.29	18.84	19.41	19.99	20.59	21.21	21.85	22.51

* These positions can be full or part-time; paid per hour.

Part-time positions receive reduced benefits. All positions are non-exempt for overtime purposes.

VENETA CITY COUNCIL AGENDA ITEM SUMMARY

Title/Topic: State Revenue Eligibility for Fiscal Year 2020-21

Meeting Date: June 22, 2020
Department: Finance

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

ISSUE STATEMENT

To remain eligible for State-Shared Revenue apportionments the City Council needs to consider and adopt two resolutions.

BACKGROUND

The State of Oregon collects tax from Cigarette, Liquor, Marijuana and Highway Fuel sales. The State then, as required by Oregon Revised Statutes (ORS), “shares” a portion of the money collected with cities and counties. For the upcoming fiscal year it is estimated that the City of Veneta could receive a total of \$506,553.

To be eligible to receive the shared revenue each city and county must hold two public hearings and adopt two resolutions. The first hearing is conducted by the Budget Committee and the second one is conducted by the City Council. The purposes of the resolutions are to verify that the City provides certain services and to officially notify the State that we wish to receive the revenue.

The City of Veneta’s Budget Committee conducted its hearing on May 21, 2020. The City Council conducting its hearing on June 8, 2020. There were no public comments at either hearing.

The resolutions referred to above follow this summary. They should be considered individually for approval.

COUNCIL OPTIONS (For each resolution)

1. Adopt resolutions as presented
2. Adopt proposed resolutions after suggested changes
3. Deny resolutions and provide direction to staff

CITY ADMINISTRATOR’S RECOMMENDATION

Adopt both resolutions.

SUGGESTED MOTION

“I make a motion to adopt Resolution No. 1302, a Resolution certifying that the City provides four or more municipal services, as presented.”

“I make a motion to adopt Resolution No. 1303, a Resolution declaring the City’s election to receive state share revenues, as presented.”

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CITY OF VENETA

RESOLUTION NO. 1302

**A RESOLUTION CERTIFYING THAT THE CITY PROVIDES
FOUR OR MORE MUNICIPAL SERVICES**

WHEREAS, ORS 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

- (1) Police protection
- (2) Fire protection
- (3) Street construction, maintenance, and lighting
- (4) Sanitary sewer
- (5) Storm sewers
- (6) Planning, zoning, and subdivision control
- (7) One or more utility services; and

WHEREAS, city officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760;

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

SECTION 1 Certification of Services Provided. The City of Veneta hereby certifies that it provides the following four or more municipal services enumerated in Section 1 above, ORS 221.760: (1) police protection, (3) street construction, maintenance, and lighting, (4) sanitary sewer, (5) storm sewers, (6) planning, zoning, and subdivision control, and (7) water services.

SECTION 2 Effective Date. This Resolution shall take effect July 1, 2020.

PASSED AND ADOPTED by the Veneta City Council this ___ day of June, 2020.

XXXXXXXXXXXXXXXXXX

Keith Weiss, Mayor

ATTEST:

XXXXXXXXXXXXXXXXXX

Darci Henneman, City Recorder

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CITY OF VENETA

RESOLUTION NO. 1303

**A RESOLUTION DECLARING THE CITY'S ELECTION
TO RECEIVE STATE-SHARED REVENUES**

WHEREAS, the City of Veneta is eligible to receive state-shared revenues (cigarette, liquor, marijuana and highway fuel taxes) under ORS 221.770; and

WHEREAS, a resolution declaring the City's election to receive state-shared revenue is required for each fiscal year; and

WHEREAS, the fiscal year 2020-21 approved budget includes these revenues as a resource; and

WHEREAS, receiving State-Shared Revenue enables the City to maintain the current level of municipal services as in previous years;

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

SECTION 1 Election to Receive. Pursuant to ORS 221.770, the City hereby elects to receive state revenues for fiscal year 2020-2021.

SECTION 2 Effective Date. This Resolution shall take effect July 1, 2020.

PASSED by the Veneta City Council this ___ day of June, 2020.

APPROVED by the Mayor this ___ day of June, 2020.

XXXXXXXXXXXXXXXXXXXXX

Keith Weiss, Mayor

ATTEST:

XXXXXXXXXXXXXXXXXXXXX

Darci Henneman, City Recorder

I, Darci Henneman, certify that a public hearing before the Budget Committee was held on May 21, 2020 and a public hearing before the City Council was held on June 8, 2020, giving citizens an opportunity to comment on use of State-Shared Revenue.

XXXXXXXXXXXXXXXXXXXXX

Darci Henneman, City Recorder

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VENETA CITY COUNCIL

AGENDA ITEM SUMMARY

Title/Topic: Proposed Storm Water Drainage Fee Increase

Meeting Date: June 22, 2020
Department: Finance

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

ISSUE STATEMENT

The resolution being presented at this time increases the rate by 2% or \$0.05/month for residential accounts and \$0.15/month for commercial accounts.

BACKGROUND

In 2004 the City recognized the need for development and improvement of the City's drainage system. A Master Drainage Plan was prepared. One of the recommendations from the Master Plan was to implement a storm water drainage fee. The Council adopted Resolution No. 876 setting the fees at \$1.95 per month for residential accounts and \$5.95 for commercial and industrial accounts. The money was to be used for operations, maintenance and for future improvements as allowed and needed. All the fee revenue and expenses related to the drainage system are tracked in the Storm Water Drainage Fund.

In June of 2007 the Council adopted Resolution No. 947 increasing the fees to \$2.00 and \$6.00 respectively. Using the Consumer Price Index for Urban Wage Earners (CPI-U) in the Portland-Salem area as a guide the fees were increased by \$0.20/month for residential accounts and \$0.60/month for commercial in January 2013. The primary purpose of that increase was to "catch" the City up with the inflation rate (10% change in the CPI-U from 2007 to 2013) to cover operational costs. Beginning in 2014, an annual increase of 2% has been made each July 1 to keep pace with inflation.

RELATED CITY POLICIES

Ordinance No. 446 "Storm Water Drainage"

COUNCIL OPTIONS

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

CITY ADMINISTRATOR'S RECOMMENDATION

Adopt the resolution as presented.

SUGGESTED MOTIONS

"I make a motion to adopt Resolution No. 1304, a Resolution establishing storm water drainage fees and governance for users and use of the Veneta municipal storm-water drainage system and repealing Resolution No. 1277, as presented."

ATTACHMENTS

1. History of Storm-Water Rates
2. Cumulative Change in Rate

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City of Veneta
 Schedule of Actual and Proposed Increases
 For Storm-Water (Drainage) Rates

Note: Information in Italics is Unofficial

	<i>Proposed Rate Increase</i>									2%
	<i>Proposed Effective Date of Increase</i>									7/1/2020
Actual Rate Increase: Base		2.5%	10%	5%	2%	2%	2%	2%	2%	
Resolution #	876	947	1111	1151	1178	1196	1223	1248	1277	
Date Approved	7/26/2004	6/11/2007	12/9/2012	6/9/2014	6/22/2015	6/13/2016	6/26/2017	6/25/2018	6/24/2019	
Effective Date for New Rates	7/1/2004	7/1/2007	1/1/2013	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018	7/1/2019	
<u>Residential</u>										
Base per Month	1.95	2.00	2.20	2.31	2.35	2.40	2.44	2.49	2.54	2.59
<u>Commercial and Industrial</u>										
Base	5.85	6.00	6.60	6.93	7.06	8.08	7.34	7.49	7.64	7.79

*The rate effective 7-1-16 should have been \$7.20 (7.06 * 2%). The \$8.08 resulted from a miscalculation. The error was corrected effective 7-1-17 by changing the rate to what it would have been (\$7.20 * 2%).*

City of Veneta
 Accumulative Change in Storm-Water Rates
 Since Initial Enactment January 1, 2004

Type of Service	Initial Fee Enacted January 1, 2004	Change in Rate on July 1, 2007	Change in Rate on January 1, 2013	Change in Rate on July 1, 2014	Change in Rate on July 1, 2015	Change in Rate on July 1, 2016	Change in Rate on July 1, 2017	Change in Rate on July 1, 2018	Change in Rate on July 1, 2019	Change in Rate on July 1, 2020	Accumulative Change since Initial Enactment
Residential (per month)	1.95	0.05	0.20	0.11	0.04	0.05	0.05	0.05	0.05	0.05	0.59
Commercial and Industrial (per month)	5.85	0.15	0.60	0.33	0.13	1.02	(0.74)	0.15	0.15	0.15	1.79

CITY OF VENETA

RESOLUTION NO. 1304

**A RESOLUTION ESTABLISHING STORM WATER DRAINAGE FEES
AND GOVERNANCE FOR USERS AND USE OF THE VENETA MUNICIPAL
STORM-WATER DRAINAGE SYSTEM AND REPEALING RESOLUTION NO. 1277**

WHEREAS, the City Council of Veneta recognized the need for development and improvement of the City's storm water drainage system and a funding mechanism; and

WHEREAS, the Council adopted VMC 13.35 via Ordinance No. 446 in July 2004, which created a Storm Water Drainage Program and Storm Water Drainage Fund; and

WHEREAS, VMC 13.35.050 authorizes the establishment of storm water drainage fees by resolution; and

WHEREAS, VMC 13.35 applies to all developed, improved property located within the City's limits regardless of whether or not the property receives other utility services from the City; 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 Storm Water Drainage System Fees. The following storm water drainage fees shall apply to premises within the City's limits that are developed, improved, contain one or more impervious surfaces or whenever Improved Premises are connected the City's water or sewer systems.

1. Residential:

Residences, Churches and all other residential property shall be charged a storm water drainage fee of **\$2.59** per billing unit per month.

2. Non-Residential:

Commercial, industrial and all other non-residential property shall be charged a storm water drainage fee of **\$7.79** per billing unit per month.

3. Other Rules:

(a) All storm water drainage charges outlined in this section shall be for the preceding month (i.e. October 1 billing covers the period September 1 through September 30).

(b) All storm water drainage charges outlined in this section shall

be charged whether or not water usage has occurred during the month.

(c) All storm water drainage charges will be pro-rated for partial service months, based on a fixed 30-day month. Such proration shall only apply when the City has been notified in writing of a change in responsible party, a change in the account status or other circumstance in which proration is deemed, by the City, to be appropriate.

SECTION 2 Miscellaneous Fees.

Non-sufficient funds fee	\$ 25.00
Repair of damage to City's storm water drainage facilities	Cost plus 20%

SECTION 3 Other Definitions, Terms, Policies, and Procedures. Unless otherwise set forth herein, the definitions, terms, policies and procedures relating to the City's provision of utility and other services under this Resolution are those established by VMC 3 and VMC 13.

SECTION 4 Effective Date and Repealing Clause. This resolution shall take effect on July 1, 2020. Resolution No. 1277 is repealed upon the effective date of this resolution.

PASSED AND ADOPTED by the Veneta City Council this _____ day of June, 2020.

XXXXXXXXXXXXXXXXX

Keith Weiss, Mayor

ATTEST:

XXXXXXXXXXXXXXXXX

Darci Henneman, City Recorder

VENETA CITY COUNCIL

AGENDA ITEM SUMMARY

Title/Topic: Adoption of the Fiscal Year 2020-21 Budget

Meeting Date: June 22, 2020
Department: Finance

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

ISSUE STATEMENT

To operate legally past June 30th, the City is required to adopt a budget for fiscal year 2020-21.

BACKGROUND

The Proposed Budget for fiscal year 2020-21 was presented to the Budget Committee on May 21, 2020. On that same date the Budget Committee approved the proposed budget with minor amendments related to the timing of capital outlay projects. The Committee also imposed a tax levy, specified appropriations, and categorized the taxes.

The approved budget was summarized into a Public Hearing Notice and was published in the local newspaper on June 2, 2020. The notice included the date, time and place for the hearing.

The City Council, as required per State Budget Law, conducted a public hearing at its regular meeting on June 8, 2020. The purpose of the hearing is to give the public an opportunity to discuss any element of the approved budget with the Council. There were no budget related comments or testimony from the public.

The resolution being presented contains the necessary components for official action.

COUNCIL OPTIONS

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

CITY ADMINISTRATOR'S RECOMMENDATION

Adopt the resolution as presented.

SUGGESTED MOTION

"I make a motion to adopt Resolution No. 1305, a resolution adopting the operating budget for fiscal year 2020-2021; specifying appropriations; imposing taxes; and categorizing taxes imposed, as presented."

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CITY OF VENETA

RESOLUTION NO. 1305

A RESOLUTION ADOPTING THE OPERATING BUDGET FOR FISCAL YEAR 2020-2021; SPECIFYING APPROPRIATIONS; IMPOSING TAXES; AND CATEGORIZING TAXES IMPOSED

PART I - ADOPTION:

BE IT RESOLVED that the Veneta City Council hereby adopts the budget, approved by the City of Veneta Budget Committee on May 21, 2020, for the 2020-2021 fiscal year in the total amount of \$21,302,460 of which \$10,047,556 is unappropriated and reserved, now on file at the Veneta Administrative Center, also known as City Hall; and

PART II - APPROPRIATIONS:

BE IT RESOLVED that for the fiscal year beginning July 1, 2020 in the amounts and for the purposes shown on Exhibit "A" a total of \$11,254,904 be appropriated; and

PART III - IMPOSING THE TAX

BE IT FURTHER RESOLVED that the Veneta City Council hereby imposes the taxes provided for in the adopted budget at the rate of \$5.6364 per \$1,000 of assessed value for operations; and in the amount of \$89,453 for bonded debt; and that these taxes are hereby imposed and categorized for the tax year 2020-2021 upon the assessed value of all taxable property within the City as of 1:00 a.m. July 1, 2020.

PART IV – CATEGORIZING THE TAX

	General Government Limitation	Excluded from Limitation
General, Law Enforcement, Planning and Parks & Receptions Funds	\$ 5.6364/1,000	\$ -0-
Debt Service Fund	\$ -0-	\$ 89,453

BE IT ALSO FURTHER RESOLVED that the Veneta City Council directs the Finance Director/Budget Officer to certify to the County Assessor of Lane County, Oregon, the tax levy made by this resolution and shall file required documents by July 15, 2020.

PASSED AND ADOPTED BY THE VENETA CITY COUNCIL this ____ day of June, 2020.

XXXXXXXXXXXXXXXXXXXX

Keith Weiss, Mayor

ATTEST:

XXXXXXXXXXXXXXXXXXXX

Darci Henneman, City Recorder

EXHIBIT A to RESOLUTION NO. 1305

FUNDS BY TYPE	PERSONAL SERVICES	MATERIALS & SERVICES	CAPITAL OUTLAY	DEBT SERVICE	TRANSFERS	CONTINGENCY	TOTAL EXPENDITURES TO BE APPROPRIATED
GENERAL FUND:							
GENERAL	592,683	360,490	35,644	-	55,000	75,000	1,118,817
SPECIAL REVENUE FUNDS:							
LAW ENFORCEMENT	-	1,150,994	-	-	-	500	1,151,494
PARKS & RECREATION	348,191	185,166	167,540	-	-	20,000	720,897
PLANNING	165,890	66,876	1,377	-	-	25,000	259,143
STREETS	166,133	967,709	1,951,411	-	11,000	100,000	3,196,253
STORMWATER	43,830	14,592	374	-	-	10,000	68,796
BUILDING INSPECTION PROGRAM	31,685	79,216	-	-	-	-	110,901
CONSTRUCTION - GOVERNMENTAL	-	500	1,290,000	-	-	-	1,290,500
ZUMWALT	28,016	43,037	-	-	30,000	-	101,053
BUSINESS ASSIST LOAN/GRANT	-	44,050	-	-	1,000	-	45,050
LOCAL IMPROVEMENT	-	275	-	18,268	-	-	18,543
ENTERPRISE FUNDS:							
WATER	318,603	405,763	113,043	406,040	5,000	100,000	1,348,449
SEWER	359,331	396,792	3,400	120,649	5,000	100,000	985,172
WATER SDC	-	25	-	45,116	-	-	45,141
SEWER SDC	-	1,000	-	164,392	-	-	165,392
CAPITAL PROJECT FUNDS:							
CAPITAL PROJECT-NEW POOL	-	-	-	-	80,000	-	80,000
CAPITAL PROJECT- W BRDWAY DEVELOPMENT	-	-	-	-	65,000	-	65,000
DEBT SERVICE FUND:							
DEBT SERVICE	-	-	-	94,303	-	-	94,303
RESERVE FUNDS:							
PW EQUIPMENT	-	-	40,000	-	-	-	40,000
GOVERNMENTAL RESERVE	-	-	-	-	350,000	-	350,000
ENTERPRISE RESERVE	-	-	-	-	-	-	-
TOTALS	\$ 2,054,362	\$ 3,716,485	\$ 3,602,789	\$ 848,768	\$ 602,000	\$ 430,500	\$ 11,254,904

VENETA CITY COUNCIL AGENDA ITEM SUMMARY

Title/Topic: Deactivation of Unnecessary Funds Effective July 1, 2020

Meeting Date: June 22, 2020
Department: Finance

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

ISSUE STATEMENT

Does the City Council authorize the deactivation of unnecessary funds?

BACKGROUND

The City created the funds listed below for specific projects.

- Grant Fund
- Capital Projects-Pool
- Capital Projects-W Broadway

Those projects have now been completed which makes the funds unnecessary. While there is no steadfast rule about the number of funds to have, it is generally considered good practice to deactivate unnecessary ones. Should a new need arise, any fund can be reactivated or created during a future budget process.

The approved budget includes the deactivation of these funds (they will be carried forward for three years as inactive) and the transferring of projected fund balance to other funds.

COUNCIL OPTIONS

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

CITY ADMINISTRATOR'S RECOMMENDATION

Adopt the resolution as presented.

SUGGESTED MOTION

"I make a motion to adopt Resolution No. 1306, a Resolution authorizing the deactivation of unnecessary funds effective July 1, 2020, as presented."

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CITY OF VENETA

RESOLUTION NO. 1306

**A RESOLUTION AUTHORIZING THE DEACTIVATION OF THREE FUNDS ENTITLED
“GRANT”, “CAPITAL PROJECTS-POOL” AND “CAPITAL PROJECTS-W.
BROADWAY” BEGINNING JULY 1, 2020**

WHEREAS, the City has now closed out the grant for which the City’s Grant Fund was reactivated in July 2017; and

WHEREAS, the sole purpose of the Capital Projects-Pool Fund was to budget and account for transactions related to constructing a multi-use pool; and

WHEREAS, the sole purpose of the Capital Projects-W. Broadway Fund was to budget and account for transactions related to constructing major improvements to W. Broadway; and

WHEREAS, both of these capital projects have been 100% constructed; and

WHEREAS, it is good practice to minimize the number of active funds; and

WHEREAS, the proposed budget for fiscal year 2020-21 incorporated the deactivation of the fore mentioned funds;

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

SECTION 1 Deactivation of Funds. The funds entitled “Grant”, “Capital Projects-Pool” and “Capital Projects-W Broadway” shall be deactivated beginning July 1, 2020.

SECTION 2 Disposition of Fund Balances. The fund balances remaining on July 1, 2020 in the Capital Projects-Pool Fund shall be transferred to the Park and Recreation Fund and in the Capital Projects-W Broadway Fund shall be transferred to the Street Fund. The Grant Fund will not have a remaining fund balance.

SECTION 3 Inactive Fund Designation. The three funds being deactivated shall remain part of the City’s budget document for the required three years designated as inactive funds.

SECTION 4 Effective Date. This Resolution shall take effect July 1, 2020.

PASSED AND ADOPTED by the Veneta City Council this _____ day of June, 2020.

XXXXXXXXXXXXXXXXXXXXX
Keith Weiss, Mayor

ATTEST:

XXXXXXXXXXXXXXXXXXXXX
Darci Henneman, City Recorder

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VENETA CITY COUNCIL AGENDA ITEM SUMMARY

Title/Topic: Brooker Lane Parking Lot Project Bid Award

Meeting Date: June 22, 2020
Department: Public Works

Staff Contact: Kyle Schauer
Email: kschauer@ci.veneta.or.us
Telephone Number: 541-935-2191 Ext. 313

ISSUE STATEMENT

Shall the City Council authorize staff to enter into contract for the construction of the Brooker Lane Parking Lot project?

BACKGROUND

On June 17, the City opened bids for the Brooker Lane Parking Lot project. The project consists of the construction of a 16-space paved parking lot, associated storm drainage facilities and lighting.

The City received six bids. They were as follows:

Bidder	Bid Amount
Durbin Excavating LLC	\$ 133,695.43
Knife River Corporation-Northwest	\$ 138,453.45
Delta Construction Co.	\$ 145,491.00
Wildish Construction Co.	\$ 147,815.00
Eugene Sand Construction, Inc	\$ 156,227.96
Northwest Community Builders, LLC	\$ 170,610.00

Durbin Excavating LLC's bid is the lowest, most responsive bid for the project. Branch Engineering vetted out the bids and has recommended awarding the bid to Durbin Excavating LLC.

Staff is recommending moving forward with the project and would like to add a contingency budget of approximately 15% so that the total request is for a total not to exceed \$155,000.

RELATED CITY POLICIES

This project is currently listed in the 2020-2021 budget under Urban Renewal.

COUNCIL OPTIONS

1. Authorize staff to enter into contract with Durbin Excavating LLC for the construction of the Brooker Lane Parking Lot project for an amount not to exceed \$155,000.
2. Deny the request.
3. Postpone the decision pending more information.

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CITY ADMINISTRATOR’S RECOMMENDATION

City Council authorize staff to enter into contract with Durbin Excavating LLC for the construction of the Brooker Lane Parking Lot project for an amount not to exceed \$155,000.

SUGGESTED MOTION

“I make a motion that Council authorize staff to enter into contract with Durbin Excavating LLC for the construction of the Brooker Lane Parking Lot project for an amount not to exceed \$155,000.”

ATTACHMENTS

Engineer’s Recommendation from Branch Engineering (Provided at the meeting).



June 18, 2020

City of Veneta
88184 Eighth Street
Veneta, OR 97487
ATTN: Kyle Schauer, Public Works Director

**RE: 2020 - VENETA - BROOKER LANE PARKING LOT PROJECT
Engineer's Recommendation for Award of Contract**

The City received the following bids for the 2020 Veneta Brooker Lane Parking Lot project:

Contractor	Bid
1. <u>Durbin Excavating, LLC</u>	\$133,695.43
2. <u>Knife River Corporation - Northwest</u>	\$138,453.45
3. <u>Delta Construction Co.</u>	\$145,491.00
4. <u>Wildish Construction Co.</u>	\$147,815.00
5. <u>Eugene Sand Construction</u>	\$156,227.96
6. <u>Northwest Community Builders, LLC</u>	\$170,610.00

I have reviewed all bid packages and found them to be complete and responsive. Durbin Excavating, LLC has presented the lowest bid for the project.

I recommend the contract be awarded to Durbin Excavating, LLC in the amount of \$133,695.43.

Respectfully submitted,

Lane Branch, P.E., Principal
Branch Engineering, Inc.

VENETA CITY COUNCIL

AGENDA ITEM SUMMARY

Title/Topic: Veneta Community Pool Update and Recommendation for the 2020 Season

Meeting Date: June 22, 2020
Department: Public Works

Staff Contact: Kyle Schauer
Email: kschauer@ci.veneta.or.us
Telephone Number: 541-935-2191 Ext. 313

ISSUE STATEMENT

How would the City Council like to direct staff with regards to the opening of the Veneta Community Pool amid the Coronavirus pandemic?

BACKGROUND

Due to the global Coronavirus pandemic, Governor Brown has enacted a series of executive orders for the State of Oregon. Recently, Governor Brown and the Oregon Health Authority (OHA) have provided guidance for the reopening of the State. These orders have outlined guidance to reopen recreational facilities with the intent of minimizing exposure and risk to all residents of Oregon. Lane County recently entered “Phase 2”. In this phase, licensed swimming pool facilities are allowed to reopen under very specific guidelines.

There are many challenges to overcome should the Veneta Community Pool open for public use, including, but not limited to: staffing, programming, additional cleaning protocols, physical distancing requirements and vigilant monitoring of the health and safety of our employees and patrons.

Staff analyzed what would be required to implement the state guidelines, how it would affect three key areas: 1. Staffing requirements 2. Programming and 3. Financial impact.

1. Staffing –Due to the pandemic, training for new lifeguards by the Red Cross was cancelled and as such, no new lifeguards were trained for the 2020 season. The City had prepared for the return of 18 staff members and the hiring and training of an additional 4-5 new lifeguards.

A recent poll of the potential returning staff revealed that only eight lifeguards from last pool season are available to return to work at the pool. Of the eight employees, five were willing to work full time, while the other three offer restricted availability. Without additional staff, the pool would need to run with a very limited programming and schedule.

In addition to the certified staff required to adequately guard the pools, additional staff would be needed to monitor for physical distancing, keep up with additional cleaning requirements, scheduling and the tracking of pool users as required by the State. The additional staff would not necessarily have to be certified but it would be preferred for purposes of emergency response.

After reviewing the staff requirements for the mock schedule, the pool manger has concerns regarding adequate coverage for staff absences due to vacations or unexpected events.

Considerations:

- To meet OHA contact tracing requirements, staff is recommending that all participants pre-register for all activities.
- To minimize cleaning, staff is recommending that the locker rooms would be closed. Family change rooms would be open as restrooms, however showering would be discouraged except for the shower located on the pool deck.
- Patrons would be encouraged to arrive at the pool ready to swim and also leave in their swimwear.
- OHA requires that the drinking fountain remain closed.
- All pool equipment used by patrons would require cleaning after each session. This includes kick boards, pull buoys, life jackets, toys, deck chairs, chaise lounges, diving board, etc.

2. Programming – Water safety instruction has always been a primary focus of the programming offered at the pool facility, and this has been accomplished through group and private swim lessons, and swim team. This year, safety protocols would need to be increased to allow for proper physical distancing between participants to minimize risk of exposure to the Coronavirus.

- Group Lessons - State guidelines regarding distancing would require that instructors coach from the deck of the pool and that a family member would be required to be in the water with lesson participants. For this reason, staff believes that group lessons would not be feasible as distancing requirements would also need to be enforced within the pool.
- Private Lessons would be possible following the same instruction protocols as above.
- Lap Swimming - Per Oregon Health Authority, lap swimmers are limited to one participant per lane, while maintaining six-foot physical spacing between swimmers unless they are participants from the same household.
- Exercise Classes may be held if the physical distancing requirements can be met.
- Swim Team - Due to the one person per lane restriction and physical distancing requirements, it is Staff's belief that Swim Team would need to be limited to 12 total members and split into two groups, each participating twice per week. Swim meets would not be offered and spectators would be discouraged during practice time.
- Recreation Swim - Physical spacing requirements are expected to be enforced within the pool. For this reason, recreation swims would not be offered.
- Family Swims are more feasible due to the fact that an adult is required to accompany swimmers. It would be the expectation that the adult would help monitor their party for compliance of the OHA guidelines.

3. Financial Impact – In an effort to understand the financial implications of opening for the 2020 season, staff put together several mock schedules as a baseline to determine what could be accommodated with available staff. The attached mock schedule was determined to be the best option because it matched up with the overall goals of the pool regarding services that best serve the community while working within the limitations of current available staff.

To determine the potential costs of running the pool, staff took 2019 costs, removed all personnel costs and came up with a daily and weekly figure for just the cost of the pool facility. Those costs include utility costs, fuel, pool operating supplies, janitorial supplies, etc. With an assumed opening date of July 7th (the earliest that staff feels would be possible), and the typical closing date of September 5th, the season would run for nine weeks. The facility cost for that period would be approximately \$59,400.

Staff used the combined staff hours required to operate the proposed mock schedule to determine the personnel costs. The personnel costs for the proposed nine-week schedule would be approximately \$39,700.

The combined costs for the proposed nine-week schedule would be approximately \$99,000.

To determine potential revenue, Staff evaluated the mock schedule based on the projected capacities of each scheduled activity as recommended by OHA. For instance, the pool has six lanes and OHA allows only one swimmer per lane. Based on that, during lap swim times, only six patrons are allowed to utilize the pool at an average revenue of \$4.00 per person. Family swim times would be limited to 60 swimmers for an approximate revenue of \$180.00 per session. Similar calculations were done for Swim Team and potential private lessons. The estimates assumed full allowed capacities. Using this model, Staff calculated the estimated potential revenue for the proposed nine-week schedule to be \$23,400.

With estimated costs estimated to be \$99,000 and estimated revenues to be \$23,400 for the proposed season, the pool would lose approximately \$75,700 and have a cost recovery of only 24%. For reference, cost recovery last year was 40% and over the past five years has averaged approximately 49%.

Other Factors

Aside from the information above, Staff has concerns regarding, but not limited to:

- Enforcement of physical distancing and the reaction from the public as we try to do so.
- The new pre-registration process.
- Limited occupancy requirements and how to be fair to all users.
- The amount of time it may take to usher people into and out of the facility with check in registration at the front desk.
- Potential risk of exposure for our employees.
- All employees wearing masks, including lifeguards on duty while standing in the heat.
- The potential of another shut down and the economic impact that would have on pool employees.
- Proper hydration for patrons if the drinking fountain is required to be closed.

RELATED CITY POLICIES

None.

COUNCIL OPTIONS

1. Direct staff to make preparations to open the Veneta Community Pool for a limited 2020 season.
2. Direct staff to not open the Veneta Community Pool for the 2020 season.
3. Ask for more information.

CITY ADMINISTRATOR'S RECOMMENDATION

The City Council direct staff to not open the Veneta Community Pool for the 2020 season.

SUGGESTED MOTION

None

ATTACHMENTS

1. Mock 2020 Pool Programming Schedule

Saturday Schedule

11:00-12:00	Lap Swim - one hour block, reservation required, VHAB
12:00-12:15	Facility Cleaning
12:15-1:15	Lap Swim/Exercise - one hour block, reservation required
1:15-1:30	Facility Cleaning
1:30-3:00	Family Swim
3:00-3:15	Facility Cleaning
3:15-4:45	Family Swim
4:45-5:15	Facility Cleaning/Closing Procedures

Monday - Friday

10:15-10:45	Facility Opening				
10:45-11:45	Swim Team A	Swim Team B	Swim Team A	Swim Team B	Private lessons
11:45-12:00	Facility Cleaning				
12:00-1:00	Lap Swim - one hour block, reservation required				
1:00-1:15	Facility Cleaning				
1:15-2:15	Lap Swim/Exercise - one hour block, reservation required				
2:15-2:30	Facility Cleaning				
2:30-4:00	Family Swim				
4:00-4:15	Facility Cleaning				
4:15-4:45	Private lessons				
4:45-5:00	Facility Cleaning				
5:00-5:30	Private lessons				
5:30-6:15	Facility Cleaning				
6:15-7:45	Family Swim				
7:45-8:15	Facility Closing				

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June 5, 2020

Dear Chief Administrative Official:

For the past three months, seven policy committees have been working to identify and propose specific actions as part of the LOC's effort to develop a pro-active legislative agenda for the 2021 session. They have identified legislative objectives as set forth in the enclosed ballot and legislative recommendation materials. These objectives span a variety of issues and differ in the potential resources required to seek their achievement. Therefore, it is desirable to prioritize them in order to ensure that efforts are focused where they are most needed.

While the attached ballot reflects the top policies developed in each of the policy committees, each undertook a broad look at a range of issues impacting cities. Many issues reflect the LOC's ongoing mission to support cities' work and their home rule authority to develop and use a variety of tools to meet the needs of residents. Each city is being asked to review the recommendations of the policy committees and provide input to the LOC Board of Directors as it prepares to adopt the LOC's 2021 legislative agenda. After your city council has had the opportunity to review the proposals and discuss them with your staff, please return the enclosed ballot indicating the top four issues that your city council would like to see the LOC focus on during the 2021 session. **The deadline for response is August 7, 2020.** The board of directors will then review the results of this survey of member cities, along with the recommendations of the policy committees, and determine the LOC's 2021 legislative agenda.

Your city's participation and input will assist the board in creating a focused set of specific legislative targets that reflect the issues of greatest importance to cities. If you have individual questions about the ballot topics do not hesitate to reach out to committee members who serve on the seven policy committees. Thank you for your involvement, and thanks to those among you who gave many hours of time and expertise in developing these proposals.

Do not hesitate to contact me or Jim McCauley, Legislative Director, with additional questions.

Sincerely,

Mike Cully
Executive Director

Jim McCauley
Legislative Director

INSTRUCTIONS

Each city should submit one form that reflects the consensus opinion of its city council on the **top four** legislative priorities for 2021. Here are the ways to submit your ballot. **Ballots in any form must be submitted by August 7, 2020.**

1. Fill out the online survey that has been sent to your city's chief administrative official; or
2. Fill out the attached hard copy form and return it to the LOC at the address or fax number provided below. Simply place an **X or check mark** in the space to the right of the city's top four legislative proposals. The top four do not need to be prioritized.

Return hard copy ballots to:

Jenna Jones
League of Oregon Cities
1201 Court St. NE, Suite 200
Salem, OR 97301
Fax – (503) 399-4863
jjones@orcities.org

Thank you for your participation.

Please mark 4 boxes with an X or check mark that reflects the top 4 issues that your city recommends be added to the priorities for the LOC's 2021 legislative agenda.

City of: Veneta

Legislation

A. Beer and Cider Tax Increase	
B. Broadband Infrastructure and Technical Assistance Funding	
C. Building (Reach) Code – Energy Efficiency Local Option	
D. COVID-19 Economic Recovery Investments	
E. Digital Equity and Inclusion	
F. Expedited Siting for Shelter and Affordable Housing	
G. Green Energy/Renewables – Expanded Local Option	
H. Housing and Services Investment	
I. Increased Budgetary Flexibility During Budgetary Emergency	
J. Infrastructure Financing and Resilience	
K. Local Climate Action Planning Resources	
L. Local Energy Generation Project Support	
M. Local Speed Setting Authority	
N. Long Term Transportation Infrastructure Funding	
O. Low-Income Energy Efficiency and Affordability Programs	
P. Marijuana Tax Local Rate Limitation Increase	
Q. Mental Health Service Delivery	
R. Municipal Broadband and Municipal Pole Protection	
S. New Mobility Services	
T. Photo Enforcement Safety Cameras	
U. Property Tax Reform	
V. Reducing Wastewater Impacts from Wipes and Other “Non-Flushables”	
W. Right-of-way/Franchise Fees Authority Preservation	
X. State Highway Funds Formula	
Y. Tort Liability Reform	
Z. Water Utility Rate and Fund Assistance	

In addition to your ranking of the priorities shown above, please use this space to provide us with any comments (supportive or critical) you may have on these issues, or thoughts on issues or potential legislative initiatives that have been overlooked during the committee process.):

You are reviewing the hard copy of the ballot. There are hyperlinks in the digital copy that may provide more background information. You can find the digital version with hyperlinks by going to this web address: https://www.orcities.org/download_file/1038/0. It is best opened in Google Chrome.

A. Beer and Cider Tax Increase

Legislation:

The League proposes increasing the state taxes on beer and cider to assist with rising public safety costs, improve public health, reduce alcohol consumption by minors, and provide alcohol tax equity with wine and liquor.

Background:

Oregon's tax has not been increased since 1978 and is currently \$2.60 per barrel which equates to about 8 cents on a gallon of beer. The tax is by volume and not on the sales price, meaning the tax is less than 5 cents on a six-pack. Oregon has the lowest beer tax in the country, and to get to the middle of the states Oregon would need to raise the tax to \$30.00 per barrel or 54 cents per six pack (a more than 10-fold increase). Given recent challenges to the craft brewing industry tied to bar and restaurant closures it may be appropriate to delay or phase-in the increase. Cities are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% of the state alcohol revenues, but the state takes 50% of beer and wine taxes off the top prior to this distribution. Cities have significant public safety costs related to alcohol consumption, and the beer tax does not come close to covering its fair share of these costs.

Presented by the Finance and Taxation Committee

B. Broadband Infrastructure and Technical Assistance Funding

Legislation:

Seek additional state support and funding for increased broadband infrastructure deployment and technical assistance.

Background:

The deployment of broadband and telecommunications networks and services (public and/or private) throughout Oregon is critical to economic development, education, health and safety and the ability of residents to be linked to their governments. Research shows areas of the state either not served or underserved by competitive broadband technology. A significant barrier to the deployment of broadband infrastructure is funding. Cities need additional funding and support from various sources, including the state and federal government, allocated for increased or new, reliable, low latency broadband infrastructure that reaches speeds of at least 25 Mbps download and 3 Mbps upload or any updated speed standards as adopted by the FCC. Many federal grant programs require localities to have a broadband strategic plan in place before they are eligible for funds. Therefore, there is a need for funding sources to help cities with technical assistance as well as infrastructure.

Presented by the Telecom, Broadband & Cable Committee

C. Building (Reach) Code – Energy Efficiency Local Option

Legislation:

The LOC will pursue/support legislation to allow communities to adopt the Reach Code as the mandatory residential or commercial building code within the city's jurisdictional boundaries. The Reach Code would represent a building energy code that would be at least 10 percent more efficient than the statewide building code. Under this proposal, cities would be able to adopt the more efficient Reach Code or would continue to use the standard statewide building code as the base code.

Background:

Under current state law, cities are preempted from adopting local building codes. Instead, development is subject to statewide codes, including for new residential and commercial development. In 2009, legislation was passed to implement a new, optional code (Reach Code) that would allow developers to exceed statewide codes and streamline the construction of higher-performance buildings through efficiencies gained in the building exterior envelope as well as heating, ventilation, air conditioning, piping insulation and lighting. The Reach Code is optional for builders to use, but a local government can't mandate a builder to use it. This legislative recommendation would allow a city to adopt the Reach Code within their jurisdiction in order to promote additional energy efficiency for new residential and commercial structures. If a city does not wish to adopt the Reach Code, the statewide code would remain in place. The LOC Energy & Environment Committee discussed whether this recommendation would impact housing costs and believes that long-term cost savings may be gained through increased energy efficiency in newly built units. Ultimately, the decision on whether to utilize the standard code or the enhanced (Reach) code would be at the discretion of the city.

Presented by the Energy and Environment Committee

D. COVID-10 Economic Recovery Investments**Legislation:**

The League will advocate for continued economic recovery strategies and investments for small business and workforce assistance in response to the economic impacts of the COVID-19 pandemic.

Background:

The COVID-19 pandemic has had a devastating impact on Oregon's small businesses and workforce. While the federal government and the state have made recent investments to support small business, these resources have yet to meet current needs and more resources will be needed to support long term economic recovery for Oregon's communities. The League will work in coordination with economic development partners to advocate for continued investments to support long-term recovery and economic development.

Presented by the Community Development Committee

E. Digital Equity and Inclusion**Legislation:**

Support legislation and policies that are inclusive and equitable to all, individuals and communities, so that they have the information technology capacity needed for full participation in our society, democracy and economy.

Background:

Connectivity is crucial to modern life. It is being relied on more for how people do business, learn, and receive important services like healthcare. As technology has evolved, the digital divide has become more complex and nuanced. It is no longer about the existence of technology in certain places. Now, the discussion of the digital divide is framed in terms of whether a population has access to hardware, to the Internet, to viable connection speeds and to the skills and training they need to effectively use it. The LOC will partner with schools, healthcare, and other stakeholders to ensure technologies are relevant, available, affordable, and accessible to the diverse populous and communities of Oregon. Additionally, the LOC will advocate for digital literacy programs to help learn these new technologies.

Presented by the Telecom, Broadband & Cable Committee

F. Expedited Siting for Shelter and Affordable Housing

Legislation:

The League will pursue legislation to expedite the siting of emergency shelter and other affordable housing that follows the intent of the 2020 shelter siting bill (HB 4001) but retains more local decision making in the process. The League will pursue this priority in coordination with affordable housing partners and other land use stakeholders.

Background:

The League worked closely with city and county partners during the 2020 session to gain improvements to HB 4001, which sought to preempt all local siting and zoning regulations and the land use appeals process, for approving the siting of emergency shelters for a one-year period. HB 4001 received strong legislative support in 2020. Draft omnibus legislation for a potential future special session has included the text of HB 4001 and the League expects to see HB 4001 reintroduced in the 2021 session.

This priority will empower cities and counties to proactively introduce alternative legislation, similar to existing statute in California, which requires jurisdictions to identify places where shelters can locate instead of mandating that jurisdictions allow shelters to be sited anywhere. The California model requires cities and counties to accommodate their need for emergency shelters on sites where the use is allowed without a conditional use permit and requires cities and counties to treat transitional and supportive housing projects as a residential use of property.

Presented by the Community Development Committee

G. Green Energy/Renewables – Expanded Local Option

Legislation:

The LOC will pursue/support policies that increase local control opportunities for cities that want to establish a community-scale green energy program. This program would be optional for cities that choose to pursue it. Cities who choose to, would be allowed to adopt resolutions that would opt-in residential, commercial, and industrial customers to a voluntary renewable energy option if it is provided by an investor owned utility that serves the city and its electric customers. Under this proposed program, a city would be able to pursue a more aggressive green energy portfolio and would better position cities to meet local climate action goals.

Background:

Under current law, customers of investor-owned utilities can opt-in to voluntary renewable energy options for their customers. These options allow customers to invest in additional green energy generation. In 2019, the state of Utah passed legislation (SB 411) that allows cities and counties to opt-in to programs on a community-scale basis, while still allowing individual customers to opt-out. Under this proposal, any city within the territory of an investor-owned utility, would be able to pursue this option for community-scale renewable energy (net-100% renewable).

Presented by the Energy and Environment Committee

H. Housing and Services Investment

Legislation:

The League will support increased investments for affordable housing, homeless assistance, and related services including funding for: shelter, homeless services, case management, rent assistance, the development and preservation of affordable housing, and permanent supportive housing.

Background:

Cities large and small were facing escalating homelessness rates before the COVID-19 pandemic and the current economic downturn will only increase the number of Oregonians facing eviction or experiencing homelessness. State general fund programs like the Emergency Housing Assistance (EHA) and State Homeless Assistance Program (SHAP) have seen record investments in previous legislative sessions. The legislative emergency board also voted recently to dedicate \$12M in general funds to support rent assistance and safe shelter in response to COVID-19.

Oregon’s lack of available housing, high rents and high home prices are causing housing instability and homelessness to increase. The Legislature has made record investments in recent years to fund the LIFT affordable housing program and preserve Oregon’s existing affordable housing infrastructure. These programs are funded through general obligation bonds and lottery backed bonds.

Permanent Supportive Housing is a key strategy for ending chronic homelessness that reduces downstream costs to public systems like public safety, emergency health care and corrections. The 2019 Legislature invested over \$50M to stand up a three-pronged permanent supportive housing program that includes 1) development costs to build, 2) rent assistance to keep units deeply affordable, and 3) wrap around services that are key to ensuring residents’ long-term stability. The state should continue investing in this model to bring more Permanent Supportive Housing across the state and ensure that the housing developed with the original \$50M continues receive the necessary ongoing funding for rent assistance and supportive services.

Presented by the Community Development Committee

I. Increased Budgetary Flexibility During Budgetary Emergency

Legislation:

The League proposes relaxing budgetary constraints in state law so that cities may better be able to withstand revenue losses related to natural disasters and public health emergencies. These losses will inevitably force many cities to cut services and lay off staff, the legislature can reduce the effect of losses by increasing flexibility for use of funds during and after a declared emergency.

Background:

Cities anticipate a tremendous loss in revenue due to the COVID-19 pandemic. Reduced revenues already include losses to lodging taxes, gas taxes, park fees, development fees, parking fees, utility charges, and so on. Further out, there is widespread concern that there will be impacts to the real estate market going into 2021, and by extension a reduction in 2021-22 property tax revenues. Cities want maximum flexibility in using funds that are subject to statutory limitations but will negotiate terms on individual funding sources including payback requirements if necessary. This flexibility should apply during and after declared emergencies, including both the current pandemic and future natural disasters.

Presented by the Finance and Taxation Committee

J. Infrastructure Financing and Resilience

Legislation:

The League will advocate for an increase in the state’s investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, and Regionally Significant Industrial Site loan program. The advocacy will include seeking an investment and set aside through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient.

Background:

Cities continue to face the challenge of how to fund infrastructure improvements (both to maintain current and to build new). Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. Infrastructure development impacts economic development, housing, and livability. The level of funding for these programs has been inadequate compared to the needs over the last few biennia and the funds are depleting and unsustainable without significant program modifications and reinvestments. This priority will focus on maximizing both the amount of funding and the flexibility of the funds to meet the needs of more cities across the state to ensure long-term infrastructure investment.

Presented by the Community Development Committee

K. Local Climate Action Planning Resources**Legislation:**

The LOC will seek grant funding and technical assistance resources for cities to pursue, adopt or expand local climate action plans. In addition, the LOC will pursue opportunities to work with the Oregon Climate Change Research Institute (through Oregon State University) to provide cities and counties with local/regional data that can better inform the adoption and implementation of climate adaptation and mitigation at the local level.

Background:

According to the Oregon Department of Energy's 2018 Biennial Energy Report (BER), since the early 1990s, major international and U.S. scientific assessments have concluded that both climate change mitigation and adaptation efforts are necessary in response to climate change. The BER goes on to explain that adaptation is often thought of as actions "to prepare for and adjust to new conditions, thereby reducing harm or taking advantage of new opportunities or simply to reduce society's vulnerability to climate change impacts." Local climate action plans, adopted by cities or counties, can help communities better understand how climate change will impact their communities, and can provide localized solutions to help mitigate against the impacts of climate change. The LOC is aware of fourteen cities that have adopted local climate action plans. There are other cities that are interested in doing the same but that do not have the financial and/or staffing resources that are necessary.

Presented by the Energy and Environment Committee

L. Local Energy Generation Project Support**Legislation:**

The LOC will support/pursue funding, technical assistance and other tools that make local energy generation more feasible for cities to pursue.

Background:

Local energy generation projects can better position cities to pursue and achieve local climate action goals, address capacity constraints of existing electric transmission lines, and can help cities respond to individual businesses that may be seeking green energy options. The types of local energy generation projects discussed by the committee include, but are not limited to, small-scale hydropower, in-conduit hydropower, methane capture, biomass and solar. Such projects are not intended to conflict with existing low-carbon power purchase agreements but can position cities to pursue local climate action goals and supplement energy needs through renewable generation. Under this recommendation, the LOC will work to identify barriers and potential solutions to local energy generation and will pursue funding assistance for feasibility studies and project implementation.

Presented by the Energy and Environment Committee

M. Local Speed Setting Authority

Legislation:

Support legislation that provides legislative authority for ODOT to delegate local speed setting authority to Oregon cities that meet state criteria. I Improve safety and speed limit consistency in Oregon cities by establishing a clear delegation process that is consistent with recently adopted statewide speed zone rules. (OAR 734-020-0014, 734-020-0015, and 734-020-0016). This will be permissive legislation allowing cities to opt-in and thus will not be a mandate.

Background:

The state of Oregon and cities across the state are all committed to improving safety on our streets. National and international research has shown that setting appropriate speed limits on city streets is a critical tool for improving safety and saving lives. During the 2020 legislative session, HB 4103 gained widespread support for setting up a collaborative process with ODOT and cities that opt into a process for gaining local speed setting authority. Despite strong support, HB 4103 did not pass due to the legislative clock running out. Going forward, LOC will work with safety advocates and cities and use HB 4103 from the 2020 session as a template for legislation in 2021. Delegated authority should be made available to all cities that meet ODOT's criteria; participation by cities is permissive (not required). Cities should be able to determine speeds that are adequate and safe for their communities, working within the OAR speed zone framework. This will improve safety and make speed setting more consistent across local government jurisdictions.

Presented by the Transportation Committee

N. Long Term Transportation Infrastructure Funding

Legislation:

Support expansion and consideration of revenue-generating options to fund multimodal transportation infrastructure, which includes state and local facilities. Support state and local projects that are part of the Statewide Transportation Improvement Program.

Background:

Oregon has made two significant state-wide transportation investments in the last 15 years. In 2009 the Jobs and Transportation Act (JTA). This was a successful effort from local governments and the business community to invest in maintenance and capacity building projects state-wide. In 2017, HB 2017 established Oregon's first ever comprehensive, multimodal, transportation investment with what is known as "Keep Oregon Moving," which was a \$5.3 billion package. Although HB 2017 will not have its full funding until 2024 LOC and other transportation advocates will need to constantly explore other sources of revenue including a possible future replacement of Oregon's gas tax with a road user charge system. Oregon has been pioneering a vehicle miles traveled (VMT) tax within the MyOReGo pilot program. The program is voluntary and can provide several benefits to users. Ultimately the long-term structure for transportation investment may well take on a similar structure.

Presented by the Transportation Committee, endorsed by the Community Development Committee

O. Low-Income Energy Efficiency and Affordability Programs

Legislation:

The LOC will provide support for programs that seek to expand upon low-income energy and heating assistance programs, including programs targeted to make energy more affordable for rental properties. In addition, the LOC will work to support programs that provide for energy bill payment assistance and expand opportunities for low-income Oregonians to access resources for home weatherization.

Background:

According to Oregon Housing & Community Services, approximately 396,182, or about 25 percent of all households, are considered energy-burdened because of their energy-related expenditures (as of 2018). A household is considered energy burdened if six percent or more of its gross income is consumed by energy-related expenses. In recent years, legislation has been introduced in Oregon that would have provided additional assistance to low-income homeowners and renters that struggle with energy affordability. Unfortunately, legislation did not pass. The need for such assistance has increased as a result of the economic hardships resulting from COVID-19. In addition to bill payment assistance, there is a need for programs that will support low-income home weatherization in order to make energy bills more affordable in the long-term.

Presented by the Energy and Environment Committee

P. Marijuana Tax Local Rate Limitation Increase**Legislation:**

The League proposes increasing the current 3% cap on local marijuana taxes. This would give local voters greater choice in choosing a rate that reflects their needs or their community.

Background:

Retailers licensed by the Oregon Liquor Control Commission (OLCC) are required to charge a state-imposed retail sales tax of 17 percent for all recreational marijuana sold. Cities and counties (unincorporated areas only) may also impose a local retail sales tax of up to 3%, subject to voter approval. Tax rates for recreational marijuana vary widely across the states, but the total Oregon tax burden at a maximum of 20% is the lowest of West Coast states. Washington imposes a 37% state excise tax, but with a state sales tax of 6.5% and local rates of up to 1.9% the total rate can reach over 45%. California has a retail tax of only 15%, but with a state sales tax of 7.5% and local taxes up to 15.25% the total rate can reach up to 37.75%. Oregon consistently ranks among the lowest of the states for marijuana prices. Cities are sensitive to the desire to not push consumers to the black market and will work with the legislature on an increased cap that balances that concern with local revenue needs.

Presented the Finance and Tax Committee

Q. Mental Health Service Delivery**Legislation:**

Support the delivery of mental health services in order to reduce negative police interactions and ensure that those in need receive the help they require.

Background:

The Committee and the LOC membership have prioritized the delivery of mental health services periodically over the last 5 years. Items contained in this priority have included crisis intervention training for police officer, mobile police and social worker teams to proactively work with people in danger of going into crisis, jail diversion, mental health courts and greater access to care. In the immediate past short session, the LOC worked with its coalition partners to obtain \$9 million in additional funding for aid-and-assist, community care and jail diversion but was unsuccessful due to a lack of quorum.

While the measurements are subjective and not in general agreement, most surveys of behavioral health and alcohol and drug addiction service availability place Oregon near or at the bottom of state rankings. As a result, Oregon ranks third in the nation for alcohol related deaths, and above the national average in suicides. Anecdotally, most police chiefs that have participated in LOC conversations on this topic report a growing number of calls for service stemming from people in mental health crisis. The COVID-19 pandemic has exacerbated some of these issues with Portland Police Bureau reporting a 41% increase in suicide related calls (including attempts and threats) over this time last year. This priority would include but not be limited to:

Investment: The stark truth is that Oregon has never financially supported mental health services at a level commensurate with need. More beds and more capacity will allow for greater delivery. The spending plan may be complicated but many advocates bristle at the idea of “mental health reform” when it’s never been funded as a priority. The League does not have a specific number at this time but is in conversation with partners to develop one.

Decimalization of Mental Illness: People suffering from mental illness that interact with the criminal justice system typically spend more time incarcerated and suffer a disruption in treatment. Jail diversion has been something the League has advocated for in previous sessions and but will require changes in law, training and investments.

Workgroups Outcomes: There are currently several workgroups developing behavioral health reform plans that have yet to be completed, much of that work has been interrupted by COVID 19. LOC staff can update the Committee on these their work continues but cannot make recommendations on them now.

Alcohol Availability: The prevalence of cheap and potent alcoholic beverages that are produced and sold for the express purpose of achieving rapid intoxication has been a concern for Oregon Recovers, an advocacy group for those recovering from addiction. OLCC sells several 750 ml bottles for under \$10 and some as low as \$5. Creating a minimum price per international unit of alcohol has had an impact on consumption of cheap, potent beverages in Scotland and is believed to have had an impact on consumption there. Raising the price of low cost but high-volume products would also increase city shared revenue and provide additional funding for behavioral health services.

Mental Health Parity: Oregon and the federal government have enacted statutes to ensure that mental health services are treated as a health issues in a manner identical to physical health by health insurers. The legislative intent behind these laws has not been met as evidence by reports of denied coverage. Ensuring effective parity would increase treatment an access.

Presented by the General Government/Human Resources Committee, endorsed by the Community Development Committee

R. Municipal Broadband and Pole Protection

Legislation:

Oppose legislative efforts to restrict existing municipal authority to provide broadband services, and own and operate poles in the rights-of-way.

Background:

As the public grows more dependent on the Internet for expanding parts of their lives, community choices for gaining access at a reasonable price, for both consumers and producers, are dwindling. Some municipalities choose to become service providers themselves. Municipal broadband is sometimes the only way to bring high speed internet to a community and it can serve as an access point to neighboring communities. Additionally, municipal broadband adds competition to the market and can help lower prices for community members. As there is a push for more connectivity and bridging the digital the divide, the LOC will protect localities rights to be internet service providers for their own communities. Additionally, as more and more small cell and 5G technology is deployed in the rights-of-way, the LOC will protect the right of municipalities to own, operate and regulate attachments that are allowed on their poles.

Presented by the Telecom, Broadband & Cable Committee

S. New Mobility Services

Legislation:

Support for a variety of new mobility services that promote a safe, sustainable, and equitable multimodal transportation system, while preserving local government's authority to regulate services and ensure they best serve the local context.

Background:

Transportation mobility has been rapidly changing over the last few years. The emergence of ridesharing services such as Transportation Network Companies (TNCs) now provide the public with more options to get from point "a" to point "b." New platforms continue to emerge such as scooters, shared bikes, electric delivery tricycles for package delivery and the possibility of future driverless delivery and vehicle fleets. Cities must have the flexibility to address the impacts of emerging technologies on their communities such as increased congestion and air pollution while protecting consumers and maintaining a safe transportation network that recognizes the unique needs of individual communities.

Presented by the Transportation Committee

T. Photo Enforcement Safety Cameras

Legislation:

Support continuation and expansion of fixed speed and red-light cameras and mobile speed radar state-wide to improve public safety in high-crash corridors. Explore changes that enable more streamlined processing of citations. Allow for local governments to form IGA's with other local governments to facilitate the use of safety cameras and mobile radar in their communities.

Background:

The Oregon Transportation Safety Action Plan sets a goal of no deaths or life-changing injuries on Oregon's transportation system by 2035. In 2015, the Oregon Legislature granted the city of Portland the authority to implement a fixed speed safety camera program (HB 2621). Portland's fixed speed camera systems have been operating on "urban high crash corridors" for the past several years. Data collected at these locations shows a distinct change in driver behavior that has reduced the risk of collisions (See PBOT Report). Under existing statutes, photo radar is allowed in the cities of Albany, Beaverton, Bend, Eugene, Gladstone, Medford, Milwaukie, Oregon City, Portland and Tigard. LOC's goal is to bring this authority state-wide providing all cities with the choice of operating speed radar in their communities to improve safety and reduce the risk of high-speed crashes.

Presented by the Transportation Committee

U. Property Tax Reform

Legislation:

The League of Oregon Cities proposes that the Legislature refer a constitutional measure and take statutory action to reform the property tax system as part of the 2021 session. With the passage of the Corporate Activities Tax Oregon has taken a step towards long term financial stability at the state and school district level, but local budgetary challenges persist and the legislature must take action to allow cities and other local governments to adequately fund the services that residents demand.

Background:

The property tax system is broken and in need of repair due to Measures 5 and 50, which are both now over 20 years old. The current system is inequitable to property owners and jurisdictions alike, is often inadequate to allow jurisdictions to provide critical services, removes all local choice, and is incomprehensible to the majority of taxpayers. Local governments and schools rely heavily on property tax revenues to pay for services and capital expenses. Therefore, the League will take a leadership role in forming coalitions to help draft and advocate for

both comprehensive and incremental property tax reform option packages. The League will remain flexible to support all legislation that improves the system, with a focus on a property tax package that includes, but may not be limited to these elements:

- To restore local choice, a system that allows voters to adopt tax levies and establish tax rates outside of current limits and not subject to compression (requires constitutional referral).
- To achieve equity, a system that has taxpayers' relative share tied to the value of their property, rather than the complex and increasingly arbitrary valuation system based on assessed value from Measure 50 (requires constitutional referral).
- To enhance fairness and adequacy, a system that makes various statutory changes, some of which would adjust the impact of the above changes. For example, as a part of comprehensive reform the League supports a new reasonable homestead exemption (percentage of RMV with a cap) but also supports limiting or repealing various property tax exemptions that do not have a reasonable return on investment.

Presented by the Finance and Tax Committee, endorsed by the Community Development Committee

V. Reducing Wastewater Impacts from Wipes and Other “Non-Flushables”

Legislation:

The LOC will work with other stakeholders, including the Oregon Association of Clean Water Agencies address challenges resulting from wipes and other non-flushable items. Legislation pursued will likely focus on requirements for manufacturers to clearly label product packaging to indicate that the product should not be flushed, however, the LOC will additionally explore other viable opportunities to address the public health, environmental and economic challenges resulting from improper disposal of these products.

Background:

In recent years, public wastewater systems have experienced significant increases in sewer line clogs, environmental impacts, infrastructure impacts and costs associated with wipes being flushed down toilets. Most wipes don't break down when flushed, and even wipes that are labeled as “flushable” can clog pipelines and pumps and can cause sewage overflows in residences and the environment. The COVID-19 pandemic has made this challenge even worse due to shortages of toilet paper and increased use of disinfecting wipes. The EPA and other national organizations, as well as statewide and local wastewater agencies, are working to get the message out to avoid costly as well as environmental impacts of wipes in our sewer and treatment systems. In March of 2020, the state of Washington passed legislation requiring manufacturers to label products with a “do not flush” logo if the product does not meet national “flushability” standards (i.e. breaking down in the sewer system).

Presented by the Water/Wastewater Committee

W. Right-of-Way/Franchise Fees Authority Preservation

Legislation:

Oppose legislation that, in any way, preempts local authority to manage public rights-of-way and cities' ability to set the rate of compensation for the use of such rights-of-way.

Background:

In its commitment to the protection of Home Rule and local control, the LOC consistently opposes restrictions on the rights of cities to manage their own affairs. From time to time, in the context of public rights-of-way management authority discussions, legislative proposals to restrict this authority arise. Efforts to restrict local authority often include proposals for a statewide right-of-way access policy and compensation system as well as limiting the ability of cities to charge fees of other government entities. This is contrary to local government management authority; the ability to enter into agreements with users of the right-of-way either by agreement/contract or ordinance; to set terms of right-of-way use and to set the rate of compensation. In recent

years the FCC has passed rulemaking through various orders like the Small Cell Orders (FCC 18-133 and FCC 18-111) and the Cable Franchising Order (FCC 19-80) that erode cities' right-of-way and franchising authority. Local governments around the U.S. are fighting these orders in court. There is a fear that the language of these orders will be codified in state legislatures. This would mean if the orders are overturned in court at the federal level, they will still impact cities in states that have passed laws codifying the orders.

Presented by the Telecom, Broadband & Cable Committee

X. State Highway Funds Formula

Legislation:

Consider opening the state highway fund distribution formula to allow for an additional percentage to cities. Currently the split is 50-30-20 with the State receiving 50%, Counties receiving 30% and the balance going to Cities 20%.

Background:

Oregon has had a distribution formula for the state highway fund for decades. This fund combines the revenues generated from the state's gas tax, weight-mile tax on heavy trucks, licenses, fees, and bond proceeds. Approximately 77 percent of the total revenue collected by Oregon Department of Transportation (ODOT) is from state sources, while only 23 percent comes from federal sources. During the 2017 session base level funding for the least populated counties was established along with a \$5 million-dollar small city fund for cities under 5,000 in population with a maximum award of \$100,000 and no match requirement. LOC will engage with other transportation interests to determine if there is adequate support to advance legislation that would revisit the current 50-30-20 distribution.

Presented by the Transportation Committee

Y. Tort Liability Reform

Legislation:

COVID-19 and existing federal court decisions have added risk exposure to cities in areas where their authority has been limited or have not received adequate support. This priority seeks to ensure that cities are not held liable in these areas.

Background:

CIS has already had a COVID related claim filed against it for a COVID related exposure. While there may be many legitimate reasons for a person to seek damages related to the outbreak, local governments have been hampered by inadequate supplies of PPE, testing capability, direct financial support, and legislative relief.

Additionally, the Boise decision that prevents cities from enforcing no camping rules and ordinances subject cities to additional tort liability. The ruling holds that if a person has no place else to go, a city must allow them to sleep somewhere. While there is a logical basis for the core of the ruling, if a city allows a person to sleep in an area that is not designed for camping, such as a park, the person may seek damages. Please note that recreational users of parks may not seek damages due to Oregon's recreational immunity statute that were corrected in 2017.

Finally, in previous sessions, legislation has been introduced but not passed to require cities to permit shelters in areas where they may not be appropriate and "codify" the Boise decision in state law. This legislation did not include immunity from tort liability while removing city authority.

Presented by the General Government/Human Resources Committee

Z. Water Utility Rate and Fund Assistance

Legislation:

The League will work during the 2021 legislative session to provide water utility funding assistance for ratepayers that are experiencing ongoing or recent economic hardships. In addition, the LOC will work to identify opportunities for additional investments in public infrastructure, including water supply, wastewater treatment, stormwater management, green infrastructure opportunities and resilience for water systems. Finally, the LOC Water & Wastewater Policy Committee has identified a need for additional, targeted grant funding assistance that will benefit smaller communities. This includes additional funding to conduct rate studies, feasibility studies and funding to help communities comply with new regulatory requirements, including the requirement to include a seismic risk assessment and mitigation plan within regular water master plan updates.

Background:

In response to economic impacts associated with the spread of COVID-19, many of Oregon's drinking water and wastewater utility providers have offered additional assistance to ratepayers. The LOC is aware that most water utility providers have temporarily ceased water service shut offs (disconnections) for non-payment or past due bill collection during this period of economic hardship. Impacts associated with residential ratepayer revenue losses and decreased water consumption from businesses that have either closed or limited operations has resulted in revenue losses for many Oregon water utility providers. Some water utilities have outstanding debt from prior infrastructure investments and have expressed concerns that reductions in revenue may impact the ability to make the ongoing debt payments. In addition, the economic hardships that are being experienced by many Oregonians, especially in low-income and minority communities, will be ongoing; highlighting the need for additional ratepayer assistance investments that focuses on equity and our most vulnerable populations.

The LOC will work to identify funding for water utility ratepayer assistance and will work to establish a framework for the distribution of funds and will seek to ensure that this crisis does not exacerbate existing inequities, especially for Black, Indigenous, other Communities of Color and for rural Oregonians.

In addition, while COVID-19 has created unique revenue challenges for water utility providers, a key issue that most cities continue to face is how to fund infrastructure improvements (including maintaining, repairing and replacing existing infrastructure and building new infrastructure to address capacity and regulatory requirements). Increasing resources in programs that provide access to lower-rate loans and infrastructure-specific grants will assist cities in investing in vital infrastructure improvements which will also help bolster economic recovery. Infrastructure development impacts economic development, housing, and livability. The level of funding for these programs has been inadequate compared to the needs over the last few biennia and the funds are depleting and unsustainable without significant program modifications and reinvestments.

The LOC will pursue additional funding through the state's Special Public Works Fund, which provides funding assistance through Business Oregon for a variety of public infrastructure needs and will explore state bonding capacity opportunities for water-specific infrastructure needs. In addition, LOC will pursue funding for small communities that face regulatory and operational challenges. Examples of small-community funding assistance opportunities may include expanded grant opportunities through existing funding programs and additional funding assistance to help communities with regulatory compliance and engage in utility best practices, including rate studies.

Presented by the Water/Wastewater Committee, endorsed by the Community Development Committee

Acknowledgements

Thank you to all that participated in the policy committee process.

Community Development Committee

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Michael Boquist, La Grande
Barbara Bull, Corvallis
Steve Clements, La Grande
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Eric Noll, Portland
Susie Smith, ACWA
Tracy Rutten, LOC

VENETA CITY COUNCIL AGENDA ITEM SUMMARY

TITLE/TOPIC: Elmira-Veneta Multi Use Path Project Right of Way IGA

Meeting Date: June 22, 2020
Department: Administration

Staff Contact: Matt Michel, City Administrator
Email: mmichel@ci.veneta.or.us
Telephone Number: 541-935-2018

ISSUE STATEMENT

Should the Veneta City Council direct the City Administrator to sign an intergovernmental agreement with Lane County and the Oregon Department of Transportation for Elmira-Veneta Multi Use Path Project Right of Way Services?

BACKGROUND

The Oregon Department of Transportation's 2018-2021 Statewide Transportation Improvement Program (2018 STIP) included funding for the Elmira-Veneta Multi Use Path project. The 2018 STIP funding of \$555,300 is for both design and an environmental analysis of constructing a pedestrian-bike path separate and adjacent to Territorial Highway. The City of Veneta has been advocating for this project over several years to provide safe pedestrian and bicycle passage from the City to the Fern Ridge School District middle and high schools in Elmira.

As part of the design phase, Lane County will act as Veneta's agent for acquiring any necessary rights of way. The IGA sets forth the terms of that agent relationship. The City Attorney's office has reviewed the IGA and recommended changes to include the City in indemnification clauses, which has been accepted by both ODOT and Lane County.

It's important to note that the County may need to condemn property for project use if alternatives are not available. Should condemnation become necessary, the IGA requires the City to adopt a resolution to exercise the City's power of eminent domain using the form provided at Exhibit B of the IGA. Staff will work closely with Lane County to avoid condemnation action if possible and still complete the much-needed project.

RELATED CITY POLICIES

None.

COUNCIL OPTIONS

1. Direct the City Administrator to sign the IGA as presented.
2. Direct the City Administrator to re-negotiate specific terms of the IGA.
3. Do not approve the IGA.

CITY ADMINISTRATOR’S RECOMMENDATION

I recommend signing the IGA as presented.

SUGGESTED MOTION

I make a motion to authorize the City Administrator to sign the Elmira-Veneta Multi Use Path Project Right of Way Services IGA with ODOT and Lane County.

ATTACHMENTS

None.

AD092-052419

**INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES**

Oregon Route 200: Elmira – Veneta Multi-Use Path
Lane County / City of Veneta

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT”; LANE COUNTY, acting by and through its elected officials, hereinafter referred to as “Certified Agency,” and CITY OF VENETA, acting by and through its elected officials, hereinafter referred to as “Non-certified Agency,” all herein referred to individually as “Party” and collectively as “Parties.”

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. Land to be used in the development of the Elmira-Veneta Multiuse Path is under jurisdiction of Non-certified Agency, or will be acquired for Non-certified Agency’s use by Certified Agency.
4. Certified Agency is responsible for delivering the OR 200: Elmira-Veneta Multi-Use Path project (“Project”) under Certified Agency Performing on Behalf of a Non-Certified Agency Supplemental Project Agreement Number 33252 executed on June 27, 2019 (“Project Agreement”) attached hereto as Exhibit C and by this reference made a part hereof.
5. This Agreement covers a subset of the work set forth in the Project Agreement; therefore, the Project Agreement describes the general scope and funding for the right of way activities carried out under this Agreement. This Agreement further defines the roles and responsibilities of the Parties regarding real property to be used as part of the right of way for the Project, and further refines the details of the scope and funding for these right of way activities
6. As of the Effective Date of this Agreement, there are no local public agencies (“LPAs”) certified to independently administer federal-aid projects for right of way services. State is ultimately responsible for the certification and oversight of all right of way activities under this Agreement.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, to accomplish the objectives in the Project Agreement, Certified Agency agrees to perform the right of way Services shown in Exhibit A - Special Provisions ("Services"), attached hereto and by this reference made a part hereof.
2. The Parties agree to comply with the terms of this Agreement and the applicable terms of the Project Agreement in performing the Services. In the event of a direct conflict, the terms of the Project Agreement will control over any conflicting provision in this Agreement.
3. The funding and payment for the Services are set forth in the Project Agreement. This Agreement commits no additional funding for the Services.
4. Certified Agency shall pay the actual cost of State's oversight Services using Non-certified Agency's matching funds identified in the Project Agreement under Section I.5 and Section III. If Non-certified Agency's matching funds are insufficient to cover State's actual costs, Non-certified Agency is responsible for any additional costs. Under no condition shall Non-certified Agency's obligations exceed the maximum amount of \$10,900, including all expenses, unless agreed upon by both Parties in writing in a fully executed amendment to this Agreement.
 - i. Expenditures must be charged according to the appropriate Project phase as listed in Exhibit A.
 - ii. Certified Agency agrees to reimburse State for all expenses, including salaries and other personnel expenses (OPE) of State employees performing Services, direct costs, costs of rental equipment used, travel expenses, and per-diem expenditures. Travel expenses shall be reimbursed in accordance with the current Oregon Department of Administrative Services rates.
 - iii. For Services provided under this Agreement, Certified Agency may satisfy its funding requirement partially or entirely through a contribution of real property for the Project. Credit for this contribution will only be allowed if the contribution complies with all requirements of 23 CFR 710.501 and 710.507 and if written approval is obtained from State's Active Transportation Section, Program and Funding Services Manager and FHWA prior to the start of the right of way phase of the Project and after review for compliance with State's procedures for donations and contributions.
5. Under no condition shall State's obligations under this Agreement exceed the maximum amount of \$10,900, including all expenses, unless agreed upon by both Parties in writing in a fully executed amendment to this Agreement.

6. Exhibits Attached and Incorporated.

- a. This Agreement includes the following exhibits, each of which is attached and incorporated into this Agreement by reference as though fully set forth herein:
- Exhibit A – Special Provisions
 - Exhibit B – Resolution Exercising The Power of Eminent Domain
 - Exhibit C – Project Agreement

7. This Agreement becomes effective on the date all required signatures are obtained (“Effective Date”). Services shall begin on or after the Effective Date and shall be completed no later than September 30, 2023, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

8. Both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and implemented through Title 49, Part 24, ORS Chapter 35 and the ODOT Right of Way Manual, located at <https://www.oregon.gov/ODOT/ROW/Documents/ROW-Manual.pdf> and incorporated herein by this reference. Each Party will require its contractors and subcontractors, if any, to comply with this provision.

STATE OBLIGATIONS

1. State shall perform the Services assigned to State in Exhibit A.
2. State’s right of way contact person for this Agreement is Regina Thompson, Senior Right of Way Agent, ODOT Region 2, 455 Airport Road SE, Building A, Salem, Oregon 97301; phone: (503) 986-2609; email: regina.thompson@odot.state.or.us, or assigned designee upon individual’s absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

CERTIFIED AGENCY AND NON-CERTIFIED AGENCY OBLIGATIONS

1. Certified Agency shall perform the Services assigned to Certified Agency in Exhibit A. All Services provided by Certified Agency shall comply with ODOT’s Right of Way Manual in effect at the time the Services are performed.
2. Certified Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Certified Agency’s current appropriation or limitation of current budget. Certified Agency is willing and able to finance its share of all costs and expenses incurred under this Agreement up to the maximum amount set forth in Terms of Agreement paragraph 4.
3. Certified Agency’s performance of Services.
 - a. In performing Services under this Agreement, Certified Agency may utilize qualified individuals from Certified Agency’s staff or the Staff of another local public agency, as described in the ODOT Right of Way Manual and approved by the State’s Region

Right of Way Office. Certified Agency may also request State staff perform Services under this Agreement, as further described in Exhibit A.

- b. Certified Agency's needed right of way services may be performed by utilizing appraiser Services procured by Certified Agency from State's Qualified Appraiser List (online at: https://www.oregon.gov/ODOT/ROW/Documents/Appraisal_Qualified-Consultant-List.pdf) or other right of way related Services procured by Certified Agency from any source of qualified contractors or consultants.
- c. Contractor selections under Certified Agency Obligations, Paragraphs 3.b above may be based on price alone, price and qualifications, or qualifications alone followed by negotiation. **Federally funded procurements** carried out by Certified Agency for right of way Services must be conducted under State's certification program for consultant selection and must comply with requirements in the [LPA A&E Requirements Guide](#), and must use the State's standard [A&E Contract Template for LPAs](#) which may be modified to include State-approved provisions required by Certified Agency. **State and locally funded procurements** carried out by Certified Agency must comply with applicable State rules and statutes for A&E "Related Services" (Certified Agency may use its own contract document). The LPA A&E Requirements Guide and A&E Contract Template are available at:

<https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx>.

- 4. If Certified Agency intends to use Certified Agency staff, staff of another local public agency, consultants (except for consultants on State's Qualified Appraiser List), or contractors to perform Services under this Agreement, Certified Agency must receive prior written approval from State's Region Right of Way Office.
- 5. Certified Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"), to the extent such Claims are caused, or alleged to be caused, by the negligent or willful acts or omissions of Certified Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise solely from the negligent or willful acts or omissions of State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
- 6. Any such indemnification shall also provide that neither the Certified Agency's contractor or subcontractor nor any attorney engaged by Certified Agency's contractor or subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in

the event that it determines that Certified Agency's contractor is prohibited from defending the State of Oregon, or that Certified Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Certified Agency's contractor if the State of Oregon elects to assume its own defense.

7. Certified Agency shall perform all Services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the Services under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
8. When Certified Agency is performing Services under this Agreement, Certified Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Certified Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
9. Certified Agency and Non-certified Agency certify and represent that all individuals signing this Agreement have been authorized to enter into and execute this Agreement on behalf of Certified Agency or Non-certified Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Certified Agency or Non-certified Agency.
10. Certified Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Certified Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
11. Certified Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Services under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Certified Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

12. Certified Agency and Non-certified Agency shall upon State's request provide copies of any required documentation related to the Services as described in Exhibit A.
13. Certified Agency's right of way contact person for this Agreement is Jeremy Sherer, Engineering Associate, Lane County Public Works – Construction and Right of Way Services, 3040 N. Delta Hwy., Eugene, Oregon 97408; phone: (541) 682-6900; email: Jeremy.sherer@co.lane.or.us, or assigned designee upon individual's absence. Certified Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
14. Non-certified Agency's right of way contact person for this Agreement is Matt Michel, City Administrator, City of Veneta, PO Box 458, Veneta, Oregon 97487; phone: (541) 935-2191; email: mmichel@ci.veneta.or.us, or assigned designee upon individual's absence. Certified Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. Termination.
 - a. This Agreement may be terminated by mutual written consent of all Parties.
 - b. This Agreement may be terminated by any Party upon thirty (30) days' notice, in writing, and delivered by certified mail or in person, under any of the following conditions:
 - i. If either Certified Agency or State fail to provide Services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If any Party fails to perform any of the other provisions of this Agreement or so fails to pursue the Services as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.
 - c. State may terminate this Agreement effective upon delivery of written notice to Certified Agency and Non-certified Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - ii. If Certified Agency or Non-certified Agency fail to provide payment of its share of the cost of the Project.
 - iii. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Agreement is prohibited or State is prohibited from paying for such Services from the planned funding source.

- d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
2. All employers that employ subject workers who perform Services under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
3. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State, Certified Agency, or Non-certified Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
4. With respect to a Third Party Claim for which State is jointly liable with Certified Agency or Non-certified Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Certified Agency or Non-certified Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Certified Agency or Non-certified Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Certified Agency or Non-certified Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
5. With respect to a Third Party Claim for which Certified Agency or Non-certified Agency is jointly liable with State (or would be if joined in the Third Party Claim), Certified Agency or Non-certified Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Certified Agency or Non-certified Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The

relative fault of Certified Agency or Non-certified Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Certified Agency's or Non-certified Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

6. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
7. Certified Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Certified Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Certified Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Certification Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
8. Certified Agency, Non-certified Agency, and State are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
9. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained.

Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE FOLLOWS

Certified Agency, **LANE COUNTY**, by and through elected officials

By XXXXXXXXXXXXXXXXXXXX
Daniel Hurley, Director of Public Works

Date _____

Non-certified Agency, **CITY OF VENETA**, by and through its elected officials

By XXXXXXXXXXXXXXXXXXXX
City Administrator

Date _____

LEGAL REVIEW APPROVAL (If required in Non-certified Agency's process)

By XXXXXXXXXXXXXXXXXXXX
Non-certified Agency's Counsel

Date _____

Certified Agency Contact:

Jeremy Sherer, Engineering Associate
Lane County Public Works – Construction and Right of Way Services
3040 N. Delta Hwy.
Eugene, OR 97408
Phone: (541) 682-6900
Email: Jeremy.sherer@co.lane.or.us

Non-certified Agency contact:

Matt Michel, City Administrator
City of Veneta
PO Box 458
Veneta, OR 97487
Phone: (541) 935-2191
Email: mmichel@ci.veneta.or.us

STATE OF OREGON, by and through its Department of Transportation

By XXXXXXXXXXXXXXXXXXXX
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By XXXXXXXXXXXXXXXXXXXX
Region 2 Manager

Date _____

By XXXXXXXXXXXXXXXXXXXX
Region 2 Right of Way Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By XXXXXXXXXXXXXXXXXXXX
Assistant Attorney General

Date _____

APPROVED

(If Litigation Services related to Condemnation are to be done by State)

By _____
Chief Trial Counsel

Date _____

State Contact:

Regina Thompson, Senior Right of Way Agent
ODOT Region 2
455 Airport Road SE, Bldg. A
Salem, OR 97301
Phone: (503) 986-2609
Email: regina.thompson@odot.state.or.us

Exhibit A
SPECIAL PROVISIONS
Right of Way Services

A. Preliminary Phase: State or Certified Agency shall perform the Services outlined in this Section A during the preliminary right of way phase of the Project as identified below. When Services listed under this Section A are performed by Certified Agency, Certified Agency shall charge the Services as preliminary engineering expenditures.

1. Certified Agency shall prepare preliminary cost estimates.
2. Certified Agency shall make preliminary contacts with property owners.
3. Certified Agency shall gather and prepare data for environmental documents.
4. Certified Agency shall develop access and approach road list.
5. Certified Agency shall help prepare field location and project data as defined in the Project Agreement.
6. Title. Certified Agency shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
7. Legal Descriptions:
 - a. Certified Agency shall prepare sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
 - b. Certified Agency shall prepare construction plans and cross-section information for the Project.
 - c. Certified Agency shall write legal descriptions and prepare right of way maps. If the Certified Agency acquires any right of way on a state highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current ODOT [Right of Way Engineering Manual](https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/ROW-Eng-Manual.pdf), located at https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/ROW-Eng-Manual.pdf and incorporated herein by reference. The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
 - d. Certified Agency shall specify the degree of title to be acquired (e.g., fee, easement), which must be determined in accordance with the current ODOT Right of Way Manual.

8. Hazmat:

- a. Certified shall conduct a Level 1 Initial Site Assessment, according to State Guidance, within Project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the Project design as possible, but at a minimum prior to property acquisition or approved design.
- b. Certified Agency shall conduct a Level 2 Preliminary Site Investigation, according to ODOT's Hazmat Program Procedures Guidebook and other applicable requirements of the Oregon Department of Environmental Quality, of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Initial Site Assessment indicates the potential presence of contamination that could impact the properties. If contamination is found, Certified Agency will promptly disclose the severity and extent of contamination to Certified Agency and present a recommendation for remediation to Certified Agency as set forth in ODOT's Right of Way Manual Section 6.330 paragraph 2.
- c. Certified Agency shall attempt to have the property owner undertake any necessary remediation at the property owner's expense. Other options are set forth in ODOT's Right of Way Manual section 6.330 paragraph 2.b. If Certified Agency undertakes any remediation on the site, Certified Agency will be solely responsible for any liability that may arise from such remediation.

B. Right of Way Phase: State or Certified Agency shall perform the Services outlined in this Section B during the acquisition right of way phase of the Project as identified below. When Services listed under this Section B are performed by Certified Agency, Certified Agency shall charge the Services as right of way expenditures.

1. Right of Way Acquisition:

- a. Right of Way Acquisition is the process of obtaining property necessary for the Project, from negotiation to possession of the property, using various sub-processes including by not limited to appraisal, negotiation, condemnation, relocation, title closing, and project related property management related to the potential exercise of eminent domain. The basic requirements for carrying out right of way acquisition for the Project are set forth in this Section B.
- b. When performing the right of way acquisition Services, Certified Agency shall provide State with a quarterly status report of the Services.
- c. Title to properties acquired shall be in the name of Non-Certified Agency.
- d. The Non-certified Agency shall adopt a resolution of intention and determination of necessity in accordance with ORS 35.235 and ORS 35.610, authorizing acquisition and condemnation ("Resolution"). Non-certified Agency's Resolution shall be

substantially in the form of Exhibit B, attached hereto and by this reference made a part hereof.

2. Real Property and Title Insurance:

- a. Certified Agency shall determine sufficiency of title (taking subject to). If the Certified Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current ODOT Right of Way Manual, and after obtaining State's concurrence. Certified Agency shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.
- b. Non-certified Agency shall accept conveyed property "as-is" in accordance with ORS 93.808. State is not required to provide any additional Services to Non-certified Agency, including but not limited to payment, documentation, platting, surveying, or remediation, beyond those specifically set forth in this Agreement.

3. Appraisal:

- a. Certified Agency shall conduct the valuation process of properties to be acquired. If hazardous materials are located on the property, Certified Agency shall use section 6.330, paragraph 2 in ODOT's Right of Way Manual.
- b. Certified Agency shall perform the appraisal reviews to set just compensation.
- c. Certified Agency shall recommend just compensation, based upon a review of the valuation by qualified personnel.

4. Negotiations:

- a. Certified Agency shall tender all monetary offers to landowners in writing at the compensation shown in the appraisal review. Certified Agency shall have sole authority to negotiate and make all settlement offers. When settlements for property acquisitions are made for more or less than the approved just compensation amount, a justification is required. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions. If Certified Agency performs this function, it will provide State with all pertinent letters, negotiation records and obligations incurred during the acquisition process.
- b. State and Certified Agency shall determine a date for certification of right of way and agree to co-sign the State's Right of Way Certification form. State and Certified Agency agree possession of all right of way is complete prior to advertising for any construction contract, unless otherwise agreed to by Certified Agency and State.
- c. Certified Agency agrees to file all Recommendations for Condemnation (Form 734-3311 and accompanying documents) with the court at least seventy (70) days prior

to the right of way certification date if negotiations have not been successful on those properties.

5. Relocation:

- a. Certified Agency shall perform any relocation assistance, make replacement housing computations, and do all things as required by applicable state and federal law necessary to relocate any persons displaced by the Project.
- b. Certified Agency shall determine all relocation benefits each property owner is eligible for and shall make all relocation and moving payments.
- c. Certified Agency shall facilitate the relocation appeal process.

C. Closing Phase

1. Certified Agency shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments. If State provides Services as a consultant for the Certified Agency, State shall submit all signed Final Report packets, information required by the Uniform Act, and agreements to the Certified Agency.
2. Upon acceptance by Certified Agency the conveyance documents shall be recorded.

D. Property Management

1. Non-certified Agency shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
2. Certified Agency shall dispose of all improvements and excess land consistent with applicable state, federal, and local laws and policies.
3. Certified Agency shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.

E. Condemnation

1. Certified Agency may offer mediation if the Certified Agency and property owners have reached an impasse.
2. Certified Agency shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.

3. Certified Agency shall perform all legal and litigation Services related to the condemnation process. Non-certified Agency agrees to pass a resolution substantially in the form attached hereto as Exhibit B specifically identifying the property being acquired.

F. Transfer of Right of Way to State

When right of way is being acquired in Non-certified Agency's name, Certified Agency agrees to transfer and State agrees to accept all right of way acquired on the State highway. Certified Agency shall identify the existence of any hazardous materials on or in the property prior to the transfer. The specific method of conveyance will be determined by the Certified Agency and the State at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. Certified Agency agrees to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Non-certified Agency during the right of way acquisition process, and the Certified Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

G. Transfer of Right of Way to Non-Certified Agency

When right of way is being acquired in State's name, State agrees to transfer and Non-certified Agency agrees to accept, at no additional cost to the State, all right of way acquired on the Non-certified Agency's facility, subject to concurrence from the Oregon Transportation Commission and FHWA at the time of the transfer. State shall identify the existence of any hazardous materials on or in the property prior to the transfer. The specific method of conveyance will be determined by the State and the Certified Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Certified Agency information and file documentation associated with the transfer.

EXHIBIT B
RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN
Right of Way Services

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A" attached to this Resolution and, by this reference incorporated herein; now, therefore.

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A to this Resolution. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. The (insert title of agency)'s staff and the (Agency's Attorney, Counsel, or District's Counsel (or) (The Oregon Department of Transportation and the Attorney General) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).
4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this ____ day of _____, 20__

[insert signature blocks here]

Attachments: Exhibit A to Agency Resolution Exercising the Power of Eminent Domain –
Property Description

Exhibit C – Project Agreement

Misc. Contracts and Agreements No. 33252
Cross Ref. Master Certification Agreement No. 28148

A157-G092418

**OREGON DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY CERTIFICATION PROGRAM
SUPPLEMENTAL PROJECT AGREEMENT NO. 33252
CERTIFIED AGENCY PERFORMING ON BEHALF OF A NON-CERTIFIED AGENCY
OR 200: Elmira – Veneta Multi-Use Path
Lane County / City of Veneta**

THIS SUPPLEMENTAL PROJECT AGREEMENT (Agreement) is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" LANE COUNTY, acting by and through its elected officials, hereinafter referred to as "Certified Agency;" and CITY OF VENETA, acting by and through its elected officials, hereinafter referred to as "Non-certified Agency," all herein referred to individually as "Party" or collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. ODOT and Certified Agency entered into Local Agency Certification Program Agreement No. 28148, executed on October 21, 2015 (Local Agency Certification Program Agreement). The Certification Program allows ODOT to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects. The Local Agency Certification Program Agreement also allows a certified agency to perform work on behalf of a non-certified agency. The certified agency is a subrecipient of federal funds and will be eligible for reimbursement as the delivering agency. The non-certified agency is a third party and is not eligible for federal reimbursement.
3. Certification status information as of the date of execution of this Agreement:
 - a. Certified Agency is conditionally certified in the following functional areas:
 - consultant selection (direct appoint, formal and informal processes)
 - design (excluding bridge design)
 - "advertise, bid, and award" for construction contracts
 - construction contract administration

Key No. 20238

- b. Certified Agency is not currently seeking certification in the following functional area:
 - bridge design
- c. Certified Agency has completed or is in the process of completing the number of test project(s) required by ODOT for the Certified Agency to become fully certified in the following functional areas:
 - design (excluding bridge design)
 - “advertise, bid, and award” for construction contracts
 - construction contract administration

The Parties are in the process of assessing the Certified Agency’s test project(s) and required program documents to transition the Certified Agency from conditional to full certification for the functional areas listed in this subsection, and anticipate a successful transition. Therefore, the project described in this Agreement is not one of the test project(s) described in the Local Agency Certification Program Agreement for the functional areas listed in this subsection.

- d. The project described in this Agreement may be used as one of the required test projects described in the Local Agency Certification Program Agreement that Certified Agency must perform in order to obtain full certification in the following functional areas:
 - consultant selection (direct appoint, formal and informal processes, as needed for this Project)
 - e. Certified Agency has not had its Americans with Disabilities Act (ADA)-related design exception and curb ramp inspection processes reviewed and approved by ODOT and FHWA for use on federally funded projects.
4. The purpose of this Agreement is to establish the Parties’ terms and obligations to deliver the OR 200: Elmira to Veneta Multi-Use Path Project through the Local Agency Certification Program as a Certified Agency Supplemental Project. The “Project” is defined under Terms of Agreement, Section I, paragraph 2 of this Agreement. This Agreement covers Preliminary Engineering and Right of Way portions of the Project only and will be amended when the construction phase is added.
5. Land to be used in the development of the Elmira-Veneta Multiuse Path is under jurisdiction of Non-Certified Agency, or will be acquired for Non-Certified Agency’s use pursuant to the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, and the ODOT Right of Way Manual, and co-certified by ODOT in accordance with a separate Right of Way Services Agreement.

6. The Project was selected as part of the Enhance Non-Highway program and may include a combination of federal, state, and local funds.
7. The Parties recognize that the Local Agency Certification Program Agreement was entered into between ODOT and Certified Agency only, and that this Agreement includes Non-Certified Agency as an additional third party. Accordingly, some terms in this Agreement have been modified to address the rights and obligations of all three parties. The Parties intend these modified terms to supersede any corresponding terms in the Local Agency Certification Program Agreement.
8. Territorial Highway is the only direct route between the communities of Veneta and Elmira. Pedestrian and bicycle access is significantly impeded by the current condition of the road – no sidewalks, narrow shoulders, and high traffic and truck volumes and speed. With the exception of Veneta Elementary School, all three public schools that serve the Fern Ridge School District are located in Elmira, with a majority of students living in Veneta. This project is identified in the Fern Ridge Trails, Visions and Strategies Plan for a safe route to school between Veneta and Elmira.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

I. Project Overview

1. The Parties agree that Certified Agency shall perform work for Non-certified Agency in accordance with the Local Agency Certification Program Agreement No. 28148, which is hereby incorporated by reference, and the terms of this Supplemental Project Agreement. Non-certified Agency acknowledges that it is not a Party to Agreement No. 28148 and that Agreement No. 28148 confers no obligations or benefits to Non-certified Agency.
2. The Parties agree to Certified Agency delivering the OR 200: Elmira to Veneta Multi-Use Path project, hereinafter referred to as "Project." The Project includes the completion of National Environmental Policy Act (NEPA) studies (to be submitted to FHWA for approval), design, and right of way acquisition (to be submitted to State for co-certification) for a separated path between City of Veneta and the community of Elmira for pedestrian and bicyclists. The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
3. The Parties also anticipate Certified Agency delivering the construction phase of the Project. Upon full funding and the addition of the construction phase to the Project in the Statewide Transportation Improvement Program (STIP), this Agreement will be amended to include construction phase work, and add the construction phase costs. If the Parties do not amend this Agreement to add

construction phase work, the construction and maintenance provisions in this Agreement will not apply.

4. Non-certified Agency grants ODOT and Certified Agency the authority to enter onto Non-certified Agency's right of way as needed to complete this Project. Certified Agency grants ODOT and Non-certified Agency the authority to enter onto Certified Agency's right of way as needed to complete this Project.
5. The total Project cost is estimated at \$555,300.00, which is subject to change. The federal and state funds for this Project are limited to \$498,270.69. Non-certified Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this project will not be paid out by the applicable funding agency, and will not be available for use by Certified Agency or Non-certified Agency for this Agreement. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Certified Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the ODOT Regional Local Agency Liaison.
6. The Parties agree ODOT will perform Project oversight in accordance with the Local Agency Certification Program Agreement, and ODOT will provide Certified Agency and Non-certified Agency with a preliminary estimate for the cost of ODOT's work. Certified Agency and Non-certified Agency understand that ODOT's costs are estimates only and Certified Agency agrees to pay ODOT's actual cost incurred per the Terms of this Agreement.
7. State may conduct periodic inspections during the useful life of the Project to verify that Project is being properly maintained and continues to serve the purpose for which federal funds were provided.
8. The Parties agree that the useful life of the Project is twenty (20) years.

II. Funding

1. The Parties acknowledge that the federal funds are provided under Title 23, United States Code and agree to meet all applicable federal requirements.
2. ODOT considers Certified Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.

3. By signing this Agreement, Certified Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms:
 - <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>, and
 - <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

If, in the preceding fiscal year, Certified Agency received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Certified Agency shall report the total compensation and names of its top five executives to ODOT. Certified Agency shall report said information to ODOT within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit B.

4. Certified Agency, as a recipient of federal funds, pursuant to this Agreement with ODOT, shall assume sole liability for Certified Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Certified Agency's breach of any such conditions that requires ODOT to return funds to the United States Department of Transportation (USDOT) Federal Highway Administration (FHWA), hold harmless and indemnify ODOT for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Certified Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
5. If Certified Agency fails to meet the requirements of this Agreement or the underlying federal regulations, ODOT may withhold the Certified Agency's proportional share of Highway Fund distribution necessary to reimburse ODOT for costs incurred by such Certified Agency breach.
6. Information required of pass-through entities by 2 CFR 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement between ODOT and FHWA for this Project, a copy of which shall be provided by ODOT to Certified Agency with the Notice to Proceed.
7. ODOT will submit the requests for federal funding to the FHWA. The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance approved by FHWA or outside the scope of work will be considered nonparticipating and paid for at Certified Agency expense.

8. ODOT's Regional Local Agency Liaison or designee will provide Certified Agency with a written notice to proceed for the Project when FHWA approval has been secured and funds are available for expenditure on this Project.
9. Certified Agency guarantees the availability of Certified Agency funding in an amount required to fully fund Certified Agency's participation in the Project.
10. Non-certified Agency guarantees the availability of funding in an amount required to fully reimburse Certified Agency for the match, any non-participating costs, and any costs not covered by state and federal funding that Certified Agency expends on behalf of the Project.
11. Non-certified Agency may satisfy the matching funds requirement through a contribution of materials, services, and/or real property for the Project. Credit for this contribution will only be allowed upon prior approval by State's Active Transportation Section, Program and Funding Services Manager prior to the start of the Project and after review for compliance with State's procedures for donations and contributions.

III. Invoicing and Payments

1. Certified Agency shall make all payments for work performed on the Project, including all consultant and contractor costs, and invoice ODOT for one-hundred percent (100%) of its costs. ODOT shall reimburse approved Certified Agency invoices at the pro-rated federal share of 89.73 percent. Certified Agency is responsible for 100% of all costs beyond the federal and state reimbursement including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the federal or state funds.
2. Indirect Cost Rate:
 - a. Certified Agency shall invoice ODOT using the current, approved indirect cost rate on file with ODOT.
 - b. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is:

Engineering and Construction Services	176.48%
---------------------------------------	---------

This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
 - c. If the approved rate changes during the term of this Agreement, Certified Agency shall invoice ODOT using the current indirect cost rate(s) for the Project on file with ODOT at the time the work is performed. If Certified Agency does not have an approved indirect cost rate(s) on file with ODOT at

the time the work is performed, Certified Agency shall invoice ODOT using a zero percent (0%) rate.

3. Certified Agency shall invoice Non-certified Agency for the federal match share, any non-participating costs, and all costs expended for the Project not reimbursed by ODOT. Upon receipt of Certified Agency invoice(s), Non-certified Agency shall reimburse Certified Agency for the federal match share, any non-participating costs, and all costs expended for the Project not reimbursed by ODOT. Failure of Non-certified Agency to make such match payments to Certified Agency may result in ODOT withholding of Non-certified Agency's proportional allocation of State Highway Trust Funds until such costs are paid.
4. Non-certified Agency and Certified Agency agree that any disputes arising on this Project regarding Certified Agency's invoices or Non-certified Agency payment of invoices identified in the preceding paragraph are to be resolved between the Non-certified Agency and Certified Agency only, except to the extent otherwise provided in Section III, paragraph 3 above.
5. ODOT will invoice FHWA and Certified Agency for ODOT's Project costs, and Certified Agency agrees to reimburse ODOT for the federal-aid matching state share and any non-participating costs as determined in accordance with Section III paragraph 3, above, upon receipt of invoice. Failure of Certified Agency to make such payments to ODOT may result in withholding of Certified Agency's proportional allocation of State Highway Trust Funds until such costs are paid.

IV. Certified Agency Obligations

1. Certified Agency Work on this Project:

- a. While Certified Agency is in the process of transitioning from conditional to full certification, by the terms of this Agreement and for only this Project, Certified Agency is authorized and shall perform as if fully certified in the following functional areas:
 - a. design (excluding bridge design)
 - b. "advertise, bid, and award" the construction contract
 - c. construction contract administration

Certified Agency understands that this Project is subject to the terms and conditions of the Local Agency Certification Program Agreement and may also be subject to the terms of a corrective action plan and increased monitoring if ODOT's evaluation of Certified Agency's test project(s) or program documents identifies the need for corrective action.

- b. Certified Agency agrees that if it hires a consultant for this Project, the Project must be used as a test project for consultant selection (direct appoint, formal and informal processes, as applicable to the method by which Certified Agency hires the consultant), subject to the terms and conditions of the Certified Agency's Local Agency Certification Program Agreement.
2. **Independent Contractor Requirement:** Certified Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
3. **Contractor and Subcontractor Indemnification:**
 - a. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Certified Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (hereafter, referred to individually and collectively as "Claims"), to the extent such Claims are caused, or alleged to be caused, by the negligent or willful acts or omissions of Certified Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise solely from the negligent or willful acts or omissions of State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
 - b. Any such indemnification shall also provide that neither Certified Agency's contractor and subcontractor nor any attorney engaged by Certified Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Certified Agency's contractor is prohibited from defending the State of Oregon, or that Certified Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it

may have against Certified Agency's contractor if the State of Oregon elects to assume its own defense.

4. **Cargo Preference Act:** Certified Agency shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. Certified Agency shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

V. Americans with Disabilities Act Compliance:

1. **General:** Certified Agency and Non-certified Agency agree to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA") as identified in paragraph 1 of the **General Provisions** section of the Local Agency Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.
2. **ADA Design Standards and Construction Specifications:** Certified Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, shared used path, and pedestrian activated signals, as applicable to the Project, on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.
 - a. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Certified Agency's approved equivalent, Certified Agency agrees to submit a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liason for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Certified Agency showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>
 - b. **State Inspection:** Certified Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, shared used path, and pedestrian-activated signals, as applicable to the Project,

located on or along a state highway prior to acceptance of Project by Certified Agency and prior to release of any Certified Agency contractor.

3. **Work Zone Access:** Certified Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Certified Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
4. **Reimbursement:** Unless Certified Agency has an approved design exception, State will only reimburse Certified Agency for work that meets the applicable ODOT standards, regardless of whether the work is on a State-owned or a local agency-owned facility.
5. **On-going Maintenance Obligation:** Certified Agency and Non-certified Agency shall each ensure that any portions of the Project under their respective maintenance jurisdictions are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Certified Agency and Non-certified Agency each ensuring that:
 - a. Pedestrian access is maintained as required by the ADA,
 - b. Any complaints received by Certified Agency or Non-certified Agency identifying sidewalk, curb ramp, shared use path, or pedestrian-activated signal safety, or access issues are promptly evaluated and addressed,
 - c. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by the Agency in whose maintenance jurisdiction the repair or removal is needed, or abutting property owner pursuant to applicable local code provisions,
 - d. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - e. Applicable permitting and regulatory actions are consistent with ADA requirements.
6. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.

VI. Term and Termination

1. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
2. This Agreement may be terminated by mutual written consent of all Parties.
3. ODOT may terminate this Agreement effective upon delivery of written notice to Certified Agency and Non-certified Agency, or at such later date as may be established by ODOT, under any of the following conditions:
 - a. If Certified Agency or Non-certified Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Certified Agency or Non-certified Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
 - c. If Certified Agency or Non-certified Agency fails to provide payment of its share of the cost of the Project.
 - d. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if ODOT is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
5. The rights and obligations set out in Sections I.4, I.7, II.4, II.5, III.4, IV.2, IV.3, V.7, V.8, VI.4, VI.5, and VII.1 of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive.

VII. Other Terms and Conditions

1. Contribution:

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- b. With respect to a Third Party Claim for which State is jointly liable with Certified Agency or Non-certified Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Certified Agency or Non-certified Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Certified Agency and Non-certified Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Certified Agency and Non-certified Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which Certified Agency or Non-certified Agency is jointly liable with State (or would be if joined in the Third Party Claim), Certified Agency and Non-certified Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Certified Agency and Non-certified Agency on the one hand and of State on the other hand in connection with the events

which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Certified Agency and Non-certified Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Certified Agency and Non-certified Agency's contribution amount(s) in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

2. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
3. State certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of State, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind State.
4. Certified Agency certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Certified Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Certified Agency.
5. Non-certified Agency certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Non-certified Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Non-certified Agency.
6. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
7. This Agreement and the Local Agency Certification Program Agreement No. 28148, as amended and all attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and

documents provided by Certified Agency or Non-certified Agency to ODOT. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind a Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Notwithstanding this provision, the Parties will enter into a Right of Way Services Agreement in furtherance of the Project.

VIII. Contacts

1. Jennifer Hedlind, Project Leader, ODOT Area 5, 2080 Laura Street, Springfield, Oregon 97477; phone: (541) 747-1310; email: jennifer.l.hedlind@odot.state.or.us, or assigned designee upon individual's absence, is ODOT's contact for this Agreement. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.
2. Peggy Keppler, County Engineer, Lane County Engineering and Construction Services, 3040 North Delta Highway, Eugene, Oregon 97408; phone: (541) 682-6990; email: peggy.a.keppler@co.lane.or.us, or assigned designee upon individual's absence, is Certified Agency's contact for this Agreement. Certified Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
3. Ric Ingham, City Administrator, City of Veneta, 88184 8th Street, PO Box 458, Veneta, Oregon 97487; phone: (541) 935-2191 ext. 306; email: ringham@ci.veneta.or.us, or assigned designee upon individual's absence, is Non-certified Agency's contact for this Agreement. Non-certified Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key No. 20238) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

ODOT / Lane County / City of Veneta
Agreement No. 33252

Certified Agency, **LANE COUNTY**, acting
by and through its elected officials

By  Digitally signed by Steve Melrochisky
DN: cn=Steve Melrochisky, o=Lane County
ou=County Administration,
email=Steve.Melrochisky@lane.or.us, c=US
Date: 2019.06.10 13:07:59 -0700
County Administrator

Date 6/10/19

LEGAL REVIEW APPROVAL (If required
in Certified Agency's process)

By N/A
Certified Agency Legal Counsel

Date _____

Non-certified Agency, **CITY OF VENETA**,
acting by and through its elected officials

By 
City Administrator

Date 05.13.19

LEGAL REVIEW APPROVAL (If required
in Non-Certified Agency's process)

By N/A
Non-certified Agency Legal Counsel

Date _____

Certified Agency Contact:

Peggy Keppler, County Engineer
Lane County Engineering & Construction
Services
3040 North Delta Highway
Eugene, OR 97408
Phone: (541) 682-6990
Email: peggy.a.keppler@co.lane.or.us

Non-certified Agency Contact:

Ric Ingham, City Administrator
City of Veneta
PO Box 458
Veneta, OR 97487
Phone: (541) 935-2191
Email: ingham@ci.veneta.or.us

STATE OF OREGON, acting by and
through its Department of Transportation

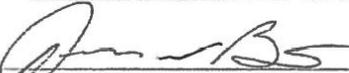
By ~~SEE NEXT PAGE~~
Highway Division Administrator

Date _____

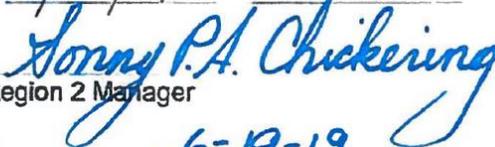
APPROVAL RECOMMENDED

By _____
Certification Program Manager

Date _____

By 
State Traffic/Roadway Engineer

Date 6/21/19

By 
Region 2 Manager

Date 6-19-19

By 
Region 2 Project Delivery Manager

Date 4/20/2019

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Bonnie Heitsch by email
Assistant Attorney General

Date 3/27/19

ODOT Contact:

Jennifer Hedlind, Project Leader
ODOT Area 5
2080 Laura Street
Springfield, OR 97477
Phone: (541) 747-1310
Email: jennifer.l.hedlind@odot.state.or.us

ODOT / Lane County / City of Veneta
Agreement No. 33252

Certified Agency, **LANE COUNTY**, acting
by and through its elected officials

By [Signature]
County Administrator

Date 6/10/19

LEGAL REVIEW APPROVAL (If required
in Certified Agency's process)

By N/A
Certified Agency Legal Counsel

Date _____

Non-certified Agency, **CITY OF VENETA**,
acting by and through its elected officials

By [Signature]
City Administrator

Date 05.13.19

LEGAL REVIEW APPROVAL (If required
in Non-Certified Agency's process)

By N/A
Non-certified Agency Legal Counsel

Date _____

Certified Agency Contact:
Peggy Keppler, County Engineer
Lane County Engineering & Construction
Services
3040 North Delta Highway
Eugene, OR 97408
Phone: (541) 682-6990
Email: peggy.a.keppler@co.lane.or.us

Non-certified Agency Contact:
Ric Ingham, City Administrator
City of Veneta
PO Box 458
Veneta, OR 97487
Phone: (541) 935-2191
Email: ringham@ci.veneta.or.us

STATE OF OREGON, acting by and
through its Department of Transportation

By [Signature]
Highway Division Administrator

Date 6/27/19

APPROVAL RECOMMENDED

By [Signature]
Certification Program Manager

Date 6/24/19

By [Signature]
State Traffic/Roadway Engineer

Date 6/21/19

By [Signature]
Region 2 Manager

Date 6-19-19

By [Signature]
Region 2 Project Delivery Manager

Date 4/20/2019

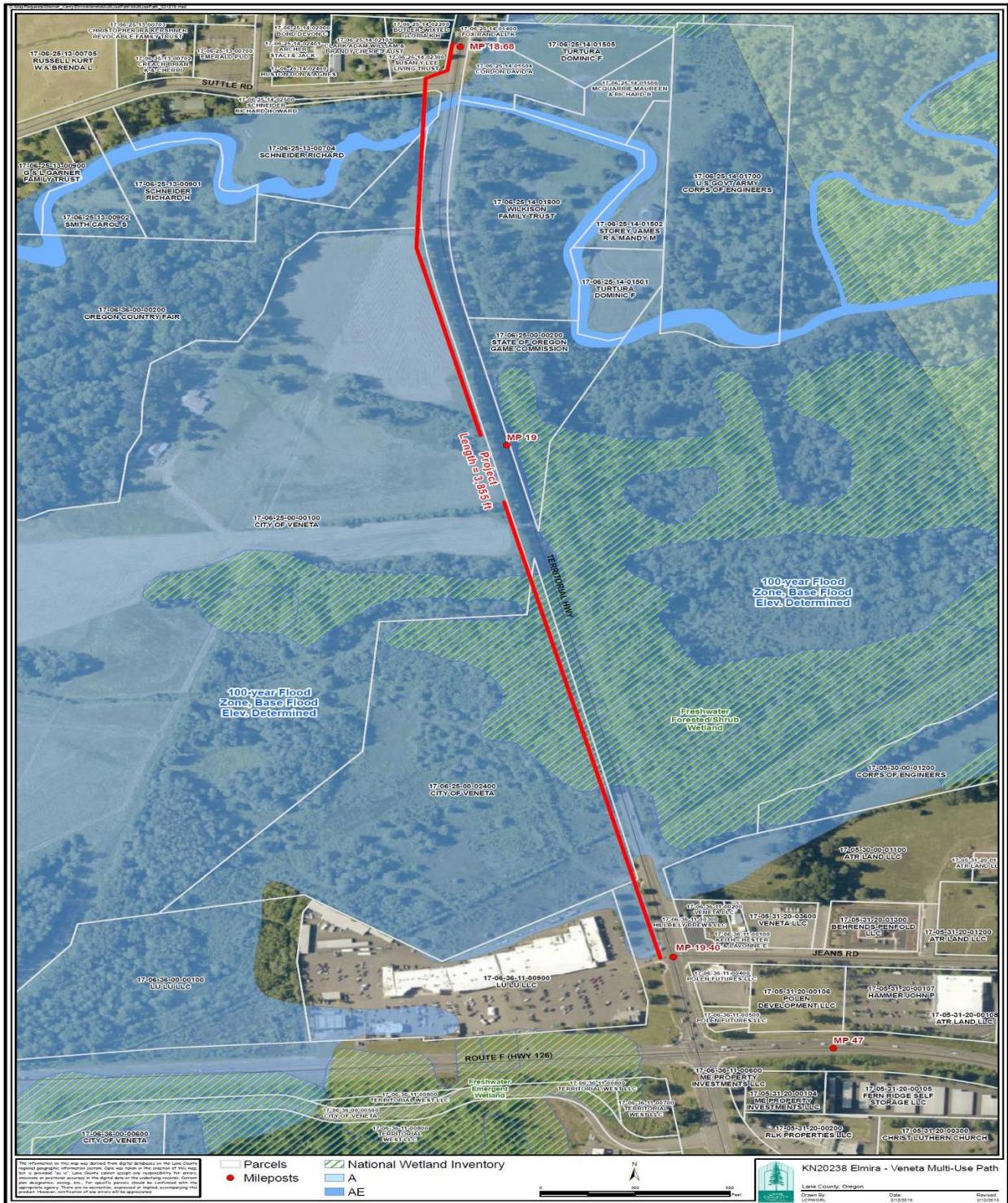
**APPROVED AS TO LEGAL
SUFFICIENCY**

By Bonnie Heitsch by email
Assistant Attorney General

Date 3/27/19

ODOT Contact:
Jennifer Hedlind, Project Leader
ODOT Area 5
2080 Laura Street
Springfield, OR 97477
Phone: (541) 747-1310
Email: jennifer.l.hedlind@odot.state.or.us

Exhibit A – Project Location Map



State/Certified Agency/Non-certified Agency Agreement No.

**Exhibit B
Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting**

(For purposes of this Exhibit, references to "your organization" shall mean "Certified Agency" and references to "ODOT" shall mean "State.")

The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name:

Data Universal Number System (DUNS) number:

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization's previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)
 Yes No If "yes," proceed to b. If "no," no further action is required and submittal of this form is not required.
- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 Yes No If "yes," provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.
 Provide link here:

If "no," provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
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Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

State/Certified Agency/Non-certified Agency
Agreement No.

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453

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PUBLIC SERVICE AGREEMENT

This Agreement is between the City of Veneta ("City") and Mid State Industrial Services, INC. ("Contractor").

Recitals

1. City is in need of Street Sweeping services throughout the City.

Agreement

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement, unless otherwise terminated in accordance with Section 6.8, below, will be valid for a term beginning July 1, 2020 and to be completed by June 30, 2023.
2. Contractor's Obligation. Contractor will provide those services described above and within Contractor's Proposal attached as Schedule "A".
3. Compensation.
 - 3.1 Compensation will be paid, up to a maximum not to exceed amount of \$32,217.48 (\$2,684.29 per month), in accordance with the fee schedule set forth in Contractor's proposal. Contractor will obtain City written approval prior to exceeding this maximum amount. Payment will be made within thirty (30) days of receipt of the invoice for the services rendered.

Contractor may request additional compensation for work added to scope of contract based on a rate of \$149 per hour. Requests for additional compensation shall be submitted in writing to City. Additional work shall not be performed until contractor has written approval from the City.

By March 1st of each year, Contractor may request an annual adjustment of the agreed upon rates equal to the previous year's Consumer Price Index-Urban West Region.
 - 3.2 Invoicing. On or before the 30th day of each month, Contractor will provide an invoice to the City for actual services provided and calculated in accordance with Paragraph 3 above. Upon request, Contractor will provide the City with supporting documents and records supporting the invoiced services.
 - 3.3 Payments. City shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal, Internal Revenue Service, and state of Oregon Department of Revenue regulations.
4. Public Property. The City shall make all provisions for Contractor to enter upon public property as necessary to perform the duties under this Agreement. City also to provide water for sweeping and disposal of street sweepings.

5. Access to Records. Contractor shall maintain, and City and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts of a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.

6. Miscellaneous Provisions.

6.1 Modification or Amendment. No amendment to this Agreement shall be valid, unless in writing and signed by the parties.

6.2 Independent Contractor Status. Contractor is an independent contractor and acknowledges that it is responsible for all state and federal taxes related to payments made pursuant to this Agreement.

6.2.1 Contractor is not currently employed by City, and will not be under the direct control of City.

6.2.2 Contractor will not be eligible for any federal Social Security, state Workmen's Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.

6.2.3 Contractor is not a member of the Oregon Public Employees Retirement System, nor employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

6.2.4 City shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

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

6.3.1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000, with a minimum of \$1,500,000 each occurrence.

Umbrella/Excess Liability Insurance shall have a minimum aggregate of \$5,000,000 with a minimum of \$1,500,000 each occurrence.

6.3.2. Statutory workers' compensation and employer's liability insurance for the State of Oregon.

- 6.4 No Continuing Waiver. The waiver of either party of any breach of this Agreement shall not operate nor be construed to be a waiver of any subsequent breach.
- 6.5 Indemnification. Contractor agrees to defend, indemnify and hold City harmless from and against all claims and demands for loss or damage arising out of or in any way connected with the Contractor, its employees, officers or agents, intentional or negligent acts, errors or omissions in the performance of this contract.
- 6.6 Subcontracts and Assignment. Contractor shall not subcontract, assign or transfer any of the work scheduled under this Agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contract hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
- 6.7 Errors. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.
- 6.8 Termination. Either party may terminate this Agreement upon 30 days' prior written notice to the other party provided in accordance with the Notice provision in Section 6.11, below.
- 6.9 Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of either party, submit such dispute to binding arbitration. Except as otherwise provided in this Agreement, arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration as such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

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

- 6.10 Attorney Fees. If either party commences any arbitration, legal action, suit, or proceeding against the other to rescind, interpret or enforce the terms of this contract, the parties agree that the prevailing party shall be awarded reasonable

attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

- 6.11 Notice. Any notice provided pursuant to the terms of this Agreement may be hand-delivered or sent via first-class mail, and will be deemed given immediately, if hand-delivered, and three days after the date of mailing, if sent via first-class mail. Notices shall be addressed to the parties at the addresses provided below, or as updated by the parties from time to time.
- 6.12 Applicable Law. This Agreement shall be interpreted and enforced in accordance with the laws of the state of Oregon.
- 6.13 ORS Chapter 279B. The requirements contained in ORS Chapter 279B, applicable to Public Service Contracts, are incorporated in this Agreement, and attached as Exhibit B.
- 6.14 Severability. If any part, term or clause of this contract is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.
- 6.15 Entire Agreement. This agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be a force or effect with respect to those matters covered hereunder. This agreement may not be altered except in writing signed by both parties.

DATED this ____ day of June, 2020

DATED this ____ day of June, 2020

CITY:

City of Veneta
P.O. Box 458
Veneta, OR 97487

CONTRACTOR:

Mid State Industrial Services, Inc.
88696 McVay Hwy
Eugene, OR 97405

By: XXXXXXXXXXXXXXXXXXXX

Name: Matt Michel

Title: City Administrator

By: XXXXXXXXXXXXXXXXXXXX

Name: James D. Dodson

Title: President

EXHIBIT B

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR PERSONAL SERVICE CONTRACTS

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

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