

AGENDA

VENETA BUSINESS ASSISTANCE COMMITTEE MEETING

Friday, August 29, 2025 – 9:00 a.m.

Veneta City Hall – J.W. “Bill” Smigley Room

88184 8th Street, Veneta, Oregon

City of Veneta Public Meetings can be accessed via teleconference. To listen to, or participate in this meeting, call 541-935-2192 (Participant Code 793738). To submit public comments electronically, email comments to Jthode@ci.veneta.or.us by 4:00 p.m. the day before the meeting. All public comments must include your name and address.

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1. CALL TO ORDER
 2. ADMINISTRATIVE
 - a. Approve Minutes of the July 25, 2025 Meeting (pgs. 1-4)
 3. PUBLIC COMMENTS

Speakers will be limited to 3 minutes each. The Business Assistance Committee 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 Business Assistance Committee meeting
 4. NEW BUSINESS
 - a. Our Daily Bread
 - i. Facade Grant Request (verbal)
 - b. Management Analyst
 - i. Attic Extension Request (pgs. 5-88)
 - ii. Signage Assistance Program (pgs. 89-94)
 - iii. Streetscape Improvement Program (pgs. 95-100)
 - iv. Facade Improvement Program (pgs. 100-106)
 5. OLD BUSINESS
 - a. Business Grant Program – Required Material for Startups (verbal)
 6. OPEN DISCUSSION
 7. OTHER
 - a. October/November Meeting Date
 - b. Tabling @ Harvest Festival
 8. NEXT MEETING – September 29, 2025 at 9:00 a.m.
 9. ADJOURN

BUSINESS ASSISTANCE COMMITTEE**MEMBERS:**

MAUREEN WRIGHT (CHAIR)
BRITTANY LEHMAN (VICE-CHAIR)
LARISSA MAYFIELD

GINA HALEY-MORRELL
MCKENZIE GIBSON

MINUTES

Business Assistance Committee
Friday, July 25, 2025 9:00 AM
Veneta City Hall – J.W. “Bill” Smigley Room
88184 8TH Street, Veneta, Oregon

Present: Chair Maureen Wright (phone), Member McKenzie Gibson, (presiding member) Member Gina Haley-Morrell
Absent: Vice-Chair Brittany Lehman, Member Larissa Mayfield
Staff: Management Analyst (MA) Jacob Thode, City Recorder (CR) Jennifer Mirabile
Attendees: None

1. CALL TO ORDER

Chair Wright asked Member Gibson to preside over the meeting as Chair Wright was participating by phone.

Presiding Member Gibson called the Business Assistance Committee meeting to order at 9:00 a.m.

Presiding Member Gibson asked if there were any additions to the agenda. There were none.

2. PUBLIC COMMENTS

None.

3. EXECUTIVE SESSION

Presiding Member Gibson called for a recess of the regular meeting to go into an Executive Session based on ORS 192.355 (17)(a) Records, communication, and information submitted to ...a City governing body..., by applicants for investment funds, grants, loans, services or economic development moneys, support or assistance.

Presiding Member Gibson called the Executive Session to order at 9:01 a.m.

Discussion ensued about the CDIP application from Delphi Engineering.

Discussion ensued about the Business Grant Program application from Delphi Engineering.

The Business Assistance Committee reached consensus regarding the Delphi Engineering applications.

Presiding Member Gibson closed the Executive Session and returned to the regular Business Assistance Committee Meeting at 9:24 a.m.

4. ADMINISTRATIVE

- a. Approve Minutes of May 30, 2025

Moved to approve the May 30, 2025 minutes as presented.

Moved by Chair Wright. Second by Presiding Member Gibson.

The motion passed unanimously (3-0).

5. NEW BUSINESS

- a. Delphi Engineering Company Commercial Development Incentive Program Application

MA Thode presented his memorandum on the Delphi Engineering Company Commercial Development Incentive Program application.

MA Thode shared that Delphi Engineering applied for the CDIP program as a new firm intending to start operations in Veneta and would be bringing two to four new jobs to the City. He further stated this application was in alignment with the goals of the CDIP program.

Moved to recommend Veneta City Council approve Delphi Engineering Company to receive a \$9,000 Transportation SDC fee reduction through the Commercial Development Incentive Program (CDIP).

Moved by Chair Wright. Second by Presiding Member Gibson.

The motion passed unanimously (3-0).

- b. Delphi Engineering Business Grant Program Application

MA Thode presented his memorandum on the Delphi Engineering Business Grant Program application.

MA Thode shared Delphi Engineering was seeking this award to help start their business and renovate their business site.

Member Haley-Morrell wondered if the applicant defaults on the award would the City be able to recoup the money.

MA Thode responded that this program was a reimbursement-based program and would not be impacted if a business defaulted.

Moved to recommend Delphi Engineering Company's \$25,000 Business Grants Program application be approved by City Council.

Moved by Chair Wright. Second by Member Haley-Morell.
The motion passed unanimously (3-0).

MA Thode stated he was very excited about this new company starting in Veneta. He further stated he would have the applicant present to the Committee in six months.

MA Thode shared the applicant may be interested in some of the City's other grant funding including signage and façade funding.

Presiding Member Gibson thanked MA Thode for his work on the Delphi Engineering application information.

6. OPEN DISCUSSION

Member Haley-Morrell shared the Chamber was hosting a Pickleball Tournament tomorrow and all tournament brackets were full.

Presiding Member Gibson noted that a sex offender was arrested at Lot #400.

MA Thode shared that Veneta's LCSO deputies did a check-in at Lot #400 and identified and arrested this offender.

Interim-Chair Gibson was very concerned about suspects hiding out at Lot #400.

MA Thode shared the City was working to update their policies on Lot #400, which was used by the unhoused group in Veneta.

Chair Wright stated she would discuss this issue with Mayor McCoy.

7. OTHER

a. Harvest Festival

MA Thode stated the Collaborative Economic Development Oregon (CEDO) would attend the Harvest Festival and host a job fair; he further stated they would be located near the gym and have about thirty tables.

Member Haley-Morrell was aware that this event would take place at the Harvest Festival and shared there would also be a Corn Hole Tournament.

MA Thode shared that the "No Drama Llama" may also make an appearance.

MA Thode asked if members would like to table at this event along with the Park Board.

Business Assistance Committee Minutes
Friday, July 25, 2025

MA Thode also mentioned he was hoping to give out City regional identity merchandise at this event.

Member Haley-Morrell shared she would not be able to commit to participating; Presiding Member Gibson and Chair Wright stated they would participate at the Harvest Festival tabling event.

MA Thode stated he would work on raffle ideas and talking points for the event.

MA Thode shared he would speak with the Mid Lane Cares Executive Director about the need for an additional table.

MA Thode announced National Night Out was scheduled for Tuesday, August 5th and members were invited to participate there as well.

b. Attic Extension Request

MA Thode shared the Smith Family would attend next month's meeting to discuss their needed extension.

8. NEXT MEETING

The next meeting was scheduled for Friday, August 29, 2025, 9:00 a.m.

9. ADJOURN

Presiding Member Gibson adjourned the meeting at 9:51 a.m.

ATTEST:

Maureen Wright, Chair

Jennifer Mirabile, City Recorder

BUSINESS ASSISTANCE COMMITTEE

AGENDA ITEM SUMMARY



TITLE/TOPIC: “The Attic” Development and Disposition Agreement (DDA) Extension Request

Meeting Date: August 29, 2025
Department: Economic Development

Staff Contact: Jacob Thode
Email: Jthode@ci.veneta.or.us
Telephone Number: 541-935-2191

ISSUE STATEMENT

Should the Business Assistance Committee recommend Veneta City Council’s approval of the Smith Family’s request for a one-year extension to the Development and Disposition Agreement (DDA) for the W. Broadway “The Attic” property?

BACKGROUND

On December 27, 2023, the City of Veneta executed and finalized a Development and Disposition Agreement (DDA) with the Smith Family for the sale of real property located at 24993 West Broadway, otherwise known as The Attic. The DDA is set to expire in December 2025.

The Smith Family has requested a one-year extension to complete all necessary work on the property (see Attachment 1). While work is underway, the project was delayed early in the process due to challenges in securing a structural engineer.

The key terms of the sale and DDA were set as follows:

Transaction

- Purchase Price for the Property is One Hundred Seventy-Four Thousand Two Hundred Forty Dollars (\$174,240.00) for an AS-IS sale and release.
- Along with the Deed, a Memorandum of the Agreement For The Disposition And Development Of Real Property will be recorded at Closing as notice that Smith Family must construct and complete Project, and receive from City a Certificate of Completion to extinguish City’s rights in the property.

Development

- Smith Family is eligible for up to \$250,000 of matching grant rebates (on a reimbursement basis) for any qualifying improvements. Section 1.6
- Qualifying improvements must be completed to the City’s reasonable satisfaction within two years from the date of execution of the Agreement. The time to complete the qualifying improvements may be extended by the City in its sole discretion. Sections 1.6; 3.4
- Smith Family would submit to the City detailed design plans and the City would review

design plans to see if they conform with the proposed development of the project as a gathering place. Section 3.3

- After satisfactory completion of the project, and the City's issuance of a certificate of occupancy for the project, the City will issue a Certificate of Completion that releases all City claims to the property. Section 3.13
- A "Certificate of Completion" means a certificate that will be issued by the City to the Smith Family, after issuance of the City's issuance of a certificate of occupancy for the Project, indicating Owner's material acceptance of the construction of the Project. Definition Section, #3
- If after two years Smith Family fails to obtain the required Certificate of Completion because of a failure to take the development actions required, then the City may declare a default and pursue reversion, re-entry, and reconveyance. Section 9.4.1

Project Termination/Extension

- The time to complete the qualifying improvements may be extended by the City in its sole discretion. Section 1.6; 3.4
- If all conditions set forth in the terms of the agreement have not been satisfied, waived, or otherwise resolved by the date set forth for Closing, unless extended, shall automatically terminate on December 21, 2025.
- In event of default, including failure to receive a Certificate of Completion within two years of the agreement, Smith Family shall reconvey the Property to the City by Quitclaim Deed, pursuant to the Escrow Instructions. Section 9.1.2

It is the committee's decision to determine whether to recommend that City Council extend the DDA for the Attic one year, to December 27, 2026, as requested by the Smith Family. The Committee may also specify a different time period for the extension, or recommend City Council does not offer an extension to the Smith Family.

COMMITTEE OPTIONS

1. Recommend that City Council grant the Smith Family a one-year extension to the Development and Disposition Agreement (DDA) for the W. Broadway "The Attic" property.
2. Recommend that City Council grant the Smith Family an extension to the Development and Disposition Agreement (DDA) for the W. Broadway "The Attic" property, but for a different duration than one year.
3. Do not recommend that City Council grant the Smith Family an extension to the Development and Disposition Agreement (DDA) for the W. Broadway "The Attic" property

CITY ADMINISTRATOR'S RECOMMENDATION

1. Recommend that City Council grant the Smith Family a one-year extension to the Development and Disposition Agreement (DDA) for the W. Broadway "The Attic" property.

SUGGESTED MOTIONS

"I make a motion to recommend that City Council grant the Smith Family a one-year extension to the Development and Disposition Agreement (DDA) for the W. Broadway "The Attic" property."

ATTACHMENTS

1. Smith Family's Project Extension Request
2. "The Attic" Development and Disposition (DDA) Agreement

06/24/2025

Matt Michels
City of Veneta

We are writing this letter as a formal request for an extension on the City of Veneta's grant program that we are currently taking advantage of. Our initial time line is expiring at the end of December 2025.

We are making very good progress on our goal of remodeling 24993 West Broadway, however, we had some initial setbacks that cost us a considerable amount of time.

It took us almost six months to find a structural engineer that wanted to take our project on. The larger companies didn't want to touch it and the smaller companies were too busy. Once we found our engineer things have been moving at a good pace.

Attached you will find receipts that show work that has been done and money that has been spent so far. You will also find our all in bid from our contractor.

Our site plan is in for review. Once it is approved we will be moving forward on phase 1 of the building. Phase 1 will give us indoor seating and bathrooms.

We respectfully request an extension on the grant funding. While we would gratefully accept any additional time the city is willing to offer, a **one-year extension** would provide the opportunity to complete the project in its entirety and fully utilize the available financial support.

We remain committed to completing this renovation and creating a welcoming space for the community to enjoy. Thank you for your time, consideration, and continued support.

Thank you for your consideration.

Smitty's Attic Building

Jason Smith
Matt Smith
Cody Smith
Stephanie Freeman

Bryant Construction CCB# 209699

29925 Willow Creek Rd

Ste 1

Eugene, OR 97402-2814

+15419128909

jaredtbryantconstruction@gmail.com



Estimate

ADDRESS

Jason Smith

24993 West Broadway

Veneta, OR 97487

ESTIMATE # 1846**DATE 06/12/2025****ACTIVITY****AMOUNT****Asbestos**

552.00T

Anything before 2004. Asbestos test fee - \$95 per hr. \$30 per sample -
Report fee \$85 (Estimated asbestos sample test fees.)

Framing

63,164.40T

ESTIMATED COST FOR UNDER FLOOR FRAMING AND NORTH GABLE.

- Remove and dispose of the flooring and joists for event space 102 and storage 103.
- Remove and dispose of the south and east walls/framing for the storage 103.
- Provide and install framing per the JBE plans for repairing the mud sill and exterior framing on the west and east side of the building.
- Provide and install LVL's per the JBE plans on each side of the main beams that have dry rot under Event spaces 100, 102 and storage 103.
- Provide and install 6- mill vapor barrier over the soil for the underfloor crawl space under event space 100, 102 and storage 103.
- Provide and install new floor joist per the JBE plans for event spaces 100, 102 and storage 103.
- Provide and install framing/ bracing to pull the north side gable straight.

Foundation

17,214.72T

FOUNDATION / FRENCH DRAIN

- Trench along the west side of the building down below the concrete footing all the way out to the north side curb.
- Provide and install stainless steel flashing along the wall framing over the footing on the west side of the building.
- Grade the soil on the north side away from the foundation of the building.
- Provide and install gravel, geotextile fabric and drain pipe for a French drain along the west side of the building out to the north curb.

Framing

2,580.00T

Framing interior walls for space 100, Hall 101 and bathrooms 106, 107

Attachment 1. Smith Family's Project Extension Request

ACTIVITY	AMOUNT
Siding ESTIMATED SIDING - Remove and dispose of the vertical planks and all the old T1-11 siding on the west, east and north sides of the building. - Remove and replace 800 SF of rotten plywood along the bottom of the three sides of the building. - Provide and install house wrap (Air/moisture barrier) over the three exterior walls to be resided. - Provide and install Natural T1-11 no groove siding with 1"x2" battens 16" O/C for the west, east and north sides of the building.	44,614.68T
Services INTERIOR WALLS - Provide and install corrugated metal 4' high on all the interior walls in the plans (Excluding the front south wall). Possibly reuse the old roofing for this. - Provide and install corrugated metal full height on the walls and ceiling where the existing storage room on the plans is. - Provide and install corrugated metal full height on the South wall of event space 108. - Provide and install a mop board along the bottom of all the metal and a chair rail along the top. Material TBD	26,705.42T
Electrical ESTIMATED ELECTRICAL - Provide and install electrical to get the building up to code. - Provide and install lighting (Interior and exterior). - Provide and install electrical for the exit sings. - Provide and install electrical for the HVAC. - Provide and install electrical for future heaters in event space 108. - Relocate the food truck electrical around the corner to the north wall. - Provide and install conduit and electrical to move food truck outlets out to the food trucks.	38,398.71T
Services ESTIMATED BATHROOMS 106,104 AND107 - Provide and install 6 handicap grab bars. - Provide and install Drywall walls and ceilings. - Provide and install Paint for walls and ceilings. - Provide and install 98 LF of pre primed Finger jointed pine baseboard. - Provide and install Three interior doors Budget allocated = \$280.00 Each. - Provide and install Three bathroom ventilation fans Budget allocated =\$200.00 Each. - Provide and install Three wall heaters = Budget allocated =\$164.00 Each. - Provide and install Three paper towel dispensers.	15,523.31T
Plumbing Estimated Plumbing for bathroom 106, 107 and 104. - Provide and install drain and water lines for three new toilets. - Provide and install drain and water lines for three new vanities. - Provide and install three customer selected wall mounted sinks. - Provide and install three customer selected sink faucets. - Provide and install three customer selected toilets. - Provide and install plumbing to connect to the sewer. Budgets allocated: 3) Toilets \$275.00 each 3) Wall mounted sinks \$250.00 each	30,675.48T

Attachment 1. Smith Family's Project Extension Request

ACTIVITY	AMOUNT
3) Sink faucets \$150.00 each	
Insulation INSULATION	20,155.66T
- Provide and install R30 insulation for the under floor of the entire building. - Provide and install blow in wall insulation (From the exterior side before siding) this is for the east wall of event space 100 and west wall of event space 102. - Provide and install blow in insulation for the attic.	
Flooring FLOORING	62,991.41T
- Provide #2 Ponderosa pine flooring (9-1/4" wide x 3/4 thick in various lengths.) for all the floors in the building excluding the bathrooms. Approximately 2,920 SF. - Install planks with full spread glue /nails also screw and plug each plank. - Sand and finish all the pine flooring with white wash or stain with 2 coats of water base finish.	
Baseboard BASEBOARDS	1,961.86T
- Provide and install approximately 128 LF of pre primed Finger jointed pine baseboard in room 100 and hall 101 Provide and install approximately 288 LF of pre primed Finger jointed pine baseboard in room 102, 103 and 108.	
Floor Tile ESTIMATED TILE FOR BATHROOM FLOORS (106, 107 and 104)	6,018.25T
- Provide and install cement board over the subfloors in the three bathrooms. - Provide and install customer selected tile for the floors of the three bathrooms. Tile budget allocated =\$6.00 SF	
Window(s) WINDOWS	18,342.70T
- Cut out and frame for 10 new windows. - Provide and install ten new Black Coeur D'Alene vinyl windows. - Six 2/0x4/0 fixed - One 6/0x4/0 fixed - Three 6/0x4/0 with fixed lower and upper awnings. - Provide and install exterior and interior window trim. (Materials TBD) - Provide and install two front windows for room 100 Roughly 2/0x84.5" allocated budget \$1,400.00	
Door(s) DOORS	25,122.18T
- Provide and install two new solid core doors one for the hall way (101) and one for the storage room (103) - Provide and install a fiberglass door for the entrance to the event space (108) at the end of the hall (101). - Provide and install a new French door in the event space (100) to the new concrete ramp. - Repair the existing French door on the front south wall of the building. - Frame overhead door opening in the east wall of the event space (108). - Provide and install a 16'x8' matt black overhead door with tempered glass and black tracks in the east wall of the event space (108).	
Allocated door budgets - Solid core interior =\$280.00 Each	

Attachment 1. Smith Family's Project Extension Request

ACTIVITY	AMOUNT
<ul style="list-style-type: none"> - Fiberglass door =\$585.00 - French door =\$2,000.00 - Overhead door =\$9,385.00 	
Services	2,152.70T
EXIT SIGNS & FIRE EXTINGUISHERS	
- Provide and install exit signs and fire extinguisher per JBE plans.	
HVAC	14,016.00T
ESTIMATED HVAC	
- Provide and install a 2 zone ductless heat pump.	
Services	30,306.00T
ESTIMATED CONCRETE RAMP	
- Detach the bike rack and relocate it to a new location.	
- Provide and install forms, gravel and concrete for the concrete ramp on the southeast side of the of the building per JBE plans.	
- Provide and install powder coated metal railing for the ramp per the JBE plans.	
Stain	8,642.17T
ESTIMATED EXTERIOR STAIN	
- Provide and install customer selected color of stain for the west, east and north exterior walls of the building.	
Excavation	5,160.00T
ESTIMATED EXCAVATION	
- Excavate trench from the building to the city sewer connection.	
- Excavate trench from the building to the food trucks to get the main power over to them.	
- Backfill trenches with gravel and soil.	
Gutters	7,788.00T
FASCIA & GUTTERS	
- Provide and install vented bird blocks on the west and east sides of the building.	
- Cut back and straighten out the rafter tails on the west and east sides of the building.	
- Provide and install fascia boards for the west and east sides of the building.	
- Provide and install new 5K gutters and downspouts.	
Roofing	45,107.32T
Roofing main building	
Remove metal and shake roofing.	
Sheet roof with 5/8 CDX plywood	
Provide and install new laminated roof shingles	
Upgrade to standing seam metal roof would be an additional \$16,800.00	
Roofing	4,442.05T
Roofing front porch	
Remove metal and shake roofing.	
Sheet roof with 5/8 CDX plywood	
Provide and install new laminated roof shingles	
Upgrade to standing seam metal roof would be an additional \$1,260.00	
Services	2,744.00T
ESTIMATED TEMPORARY FENCING	
- Provide and install temporary fencing around the building during construction.	

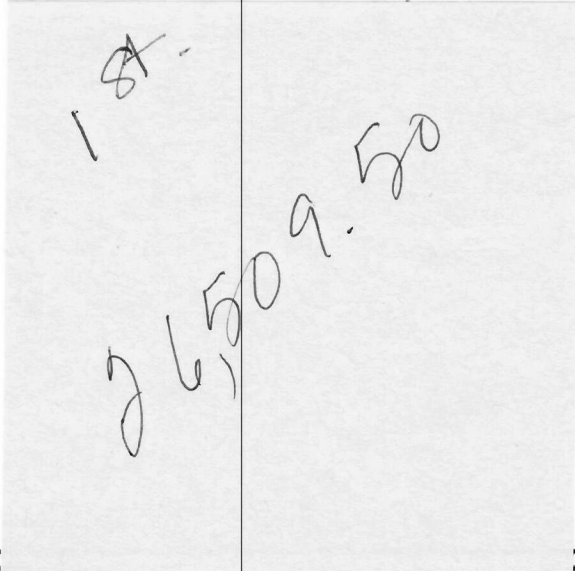
Attachment 1. Smith Family's Project Extension Request

ACTIVITY	AMOUNT
Services NOTE: Due to the complexity of this project, we have listed an estimated cost per area where work is to be performed. If estimate is approved to proceed, we will charge this project at Cost Plus. Cost plus billed in the following method: Hourly rate \$75.00 per Bryant technician Materials as incurred Subcontractors as incurred Plus 15% Overhead and profit on total.	0.00
Oregon CAT Tax	2,817.96
<hr/>	
Thank you for your business!	SUBTOTAL 497,196.98
I take ACH payments.	TAX 0.00
Credit cards can be processed upon request.	
Checks can be sent to 29925 Willow Creek Rd Suite #1.	TOTAL \$497,196.98
This estimate does not include permits, engineering, dry rot or anything outside the above scope of work.	
Due to material fluctuation this estimate is good for 30 days.	
Accepted By	Accepted Date

Attachment 1. Smith Family's Project Extension Request

JBE | JOHNSON
BRODERICK
ENGINEERING

325 West 13th Avenue
Eugene, Oregon 97401
541-338-9488 (office)
www.JBE.us.com

RETAINER DEPOSIT INVOICE		
Bill To:	The Attic Group	Date 2024.09.17
	Attention: Matt Smith	Client No. 24-028
	PO Box 849, Veneta, Oregon, 97487	Project No. 24041.01
Email:	smithm@blachlylane.coop	
Invoice Number:	24041.01 - C01	
Project Description:	Rehabilitation and as-built permitting for existing structure	
Project Address:	24993 West Broadway, Veneta, Oregon, 97487	
Item	Description	Amount
Deposit	Request per change order 01 dated 2024.09.17 	\$ 3,500.00
Thank you for choosing Johnson Broderick Engineering, LLC We look forward to helping you bring this project to successful completion. 541-338-9488 Accounting@JBE.us.com www.JBE.us.com		Total \$ 3,500.00
		Payments/Credits
		BALANCE DUE \$ 3,500.00



325 West 13th Avenue
Eugene, Oregon 97401
541-338-9488 (office)
www.JBE.us.com

RETAINER DEPOSIT INVOICE		
Bill To:	The Attic Group	Date 2024.08.20
	Attention: Matt Smith	Client No. 24-028
	PO Box 849, Veneta, Oregon, 97487	Project No. 24041.01
Email:	smithm@blachlylane.coop	
Invoice Number: 24041.01 - R1		
Project Description: Rehabilitation and as-built permitting for existing structure		
Project Address: 24993 West Broadway, Veneta, Oregon, 97487		
Item	Description	Amount
Deposit	Request per contract dated 2024.08.20	\$ 2,500.00
Thank you for choosing Johnson Broderick Engineering, LLC We look forward to helping you bring this project to successful completion.		Total \$ 2,500.00
		Payments/Credits
		BALANCE DUE \$ 2,500.00
541-338-9488	Accounting@JBE.us.com	www.JBE.us.com



325 West 13th Avenue
Eugene, OR 97401
accounting@jbe.us.com
www.jbe.us.com
541-338-9488

The Attic Group
Attn: Matt Smith
PO Box 849
Veneta, OR 97487

INVOICE

Invoice: 230467
Date: September 29, 2024
Project Description: 24041.01 - 24993 West Broadway,
Veneta
Terms: Balance Due Upon Receipt
Billing Through: September 27, 2024

	Invoice Total	\$3,926.00
	Less Retainer	(\$2,500.00)
	Total Amount Now Due	\$1,426.00
	Retainer Balance	\$0.00
04 - Pre-Design		
		\$1,477.50
04 - Pre-Design Total:		\$1,477.50
05 - Schematic Design		
		\$260.00
05 - Schematic Design Total:		\$260.00
06 - Design Development		
		\$124.00
06 - Design Development Total:		\$124.00
07 - Construction Documents		
		\$2,064.50
07 - Construction Documents Total:		\$2,064.50

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.

Attachment 1. Smith Family's Project Extension Request

Project 24041.01 - 24993 West Broadway, Veneta

Invoice 230467

Johnson Broderick Engineering, LLC**Detail****04 - Pre-Design**

	Date	Hours	Rate	Amount
Principal Engineer - Broderick, Aaron M				
Initial site visit, debrief and develop workplan for project	8/30/2024	1.50	\$225.00	\$337.50
Project Engineer - Davis, Brodie M				
Perform site visit	8/30/2024	1.90	\$200.00	\$380.00
Set up visit and meet with building official on site	9/6/2024	1.50	\$200.00	\$300.00
10% progress meeting	9/9/2024	0.80	\$200.00	\$160.00
Perform site visit	9/25/2024	1.50	\$200.00	\$300.00
Totals		7.20		\$1,477.50

04 - Pre-Design Total:**\$1,477.50****05 - Schematic Design**

	Date	Hours	Rate	Amount
Project Engineer - Davis, Brodie M				
Perform site visit	9/20/2024	1.30	\$200.00	\$260.00
Totals		1.30		\$260.00

05 - Schematic Design Total:**\$260.00****06 - Design Development**

	Date	Hours	Rate	Amount
CAD Manager - Witt, James E				
10% progress meeting	9/9/2024	0.80	\$155.00	\$124.00
Totals		0.80		\$124.00

06 - Design Development Total:**\$124.00****07 - Construction Documents**

	Date	Hours	Rate	Amount
CAD Manager - Witt, James E				
Coordinate site plan drawing	9/9/2024	0.20	\$155.00	\$31.00
Upload drawings and coordinate drafter	9/20/2024	0.50	\$155.00	\$77.50
Review floor plan drawing	9/25/2024	0.20	\$155.00	\$31.00
CAD Operator - Thomas, Gabriel J				
Develop floor plan	9/17/2024	3.50	\$125.00	\$437.50
Update model per site visit measurements	9/20/2024	4.00	\$125.00	\$500.00
Update S2.1 Floor Plan per site measurements	9/23/2024	2.90	\$125.00	\$362.50
Update S2.1 Floor Plan per site measurements	9/24/2024	3.50	\$125.00	\$437.50
Update S2.1 Floor Plan per redlines	9/25/2024	1.50	\$125.00	\$187.50
Totals		16.30		\$2,064.50

07 - Construction Documents Total:**\$2,064.50****Total \$3,926.00**

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.

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325 West 13th Avenue
Eugene, OR 97401
accounting@jbe.us.com
www.jbe.us.com
541-338-9488

The Attic Group
Attn: Matt Smith
PO Box 849
Veneta, OR 97487

INVOICE

Invoice: 230512
Date: December 03, 2024
Project Description: 24041.01 - 24993 West Broadway,
Veneta
Terms: Balance Due Upon Receipt
Billing Through: November 22, 2024

	Invoice Total	\$2,943.00
	Less Retainer	(\$2,943.00)
	Total Amount Now Due	\$0.00
	Retainer Balance	\$82.00
06 - Design Development		
		\$640.00
06 - Design Development Total:		\$640.00
07 - Construction Documents		
		\$2,303.00
07 - Construction Documents Total:		\$2,303.00

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.

Attachment 1. Smith Family's Project Extension Request

Project 24041.01 - 24993 West Broadway, Veneta

Invoice 230512

Johnson Broderick Engineering, LLC**Detail****06 - Design Development**

	Date	Hours	Rate	Amount
Project Engineer - Davis, Brodie M				
Perform engineering on repairs and update plan sheets	11/1/2024	3.20	\$200.00	\$640.00
Totals		3.20		\$640.00
06 - Design Development Total:				\$640.00

07 - Construction Documents

	Date	Hours	Rate	Amount
CAD Manager - Witt, James E				
Internal 10% progress meeting	10/30/2024	0.60	\$155.00	\$93.00
CAD Operator - Thomas, Gabriel J				
Update permit set per redlines	11/4/2024	6.30	\$125.00	\$787.50
Update 0% permit set per redlines	11/6/2024	2.90	\$125.00	\$362.50
Project Engineer - Davis, Brodie M				
Review and mark up the plan sheets	11/6/2024	2.30	\$200.00	\$460.00
Review ramp requirements and start ADA ramp design details	11/7/2024	1.20	\$200.00	\$240.00
Review ramp configurations and reach out to clients about material type	11/8/2024	1.80	\$200.00	\$360.00
Totals		15.10		\$2,303.00
07 - Construction Documents Total:				\$2,303.00
Total				\$2,943.00

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.

Page: 2 of 2



325 West 13th Avenue
Eugene, OR 97401
accounting@jbe.us.com
www.jbe.us.com
541-338-9488

The Attic Group
Attn: Matt Smith
PO Box 849
Veneta, OR 97487

INVOICE

Invoice: 230532
Date: December 27, 2024
Project Description: 24041.01 - 24993 West Broadway,
Veneta
Terms: Balance Due Upon Receipt
Billing Through: December 27, 2024

	Invoice Total	\$12,845.50
	Retainer Balance	\$82.00
-		
Reimbursable Expenses and Discounts		
		(\$3,000.00)
- Total:		(\$3,000.00)
03 - Unassigned		
		\$350.00
03 - Unassigned Total:		\$350.00
04 - Pre-Design		
		\$40.00
04 - Pre-Design Total:		\$40.00
06 - Design Development		
		\$4,640.00
06 - Design Development Total:		\$4,640.00
07 - Construction Documents		
		\$10,815.50
07 - Construction Documents Total:		\$10,815.50

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.

Attachment 1. Smith Family's Project Extension Request

Project 24041.01 - 24993 West Broadway, Veneta

Invoice 230532

Johnson Broderick Engineering, LLC**Detail****Reimbursable Expenses and Discounts**

	Date	Unit Rate	Qty	Markup	Amount
Discount	12/27/2024	\$0.000	1.00		(\$3,000.00)
Internal adjustment					
Totals					(\$3,000.00)

03 - Unassigned

	Date	Hours	Rate	Amount
CAD Operator - Brown, Makayla G				
Code research	12/10/2024	1.40	\$125.00	\$175.00
Code research	12/11/2024	1.40	\$125.00	\$175.00
Totals		2.80		\$350.00

03 - Unassigned Total:**\$350.00****04 - Pre-Design**

	Date	Hours	Rate	Amount
Project Engineer - Davis, Brodie M				
Reach out to client to discuss project and next steps	12/11/2024	0.20	\$200.00	\$40.00
Totals		0.20		\$40.00

04 - Pre-Design Total:**\$40.00****06 - Design Development**

	Date	Hours	Rate	Amount
CAD Operator - Brown, Makayla G				
Review code	11/27/2024	1.20	\$125.00	\$150.00
Principal Engineer - Broderick, Aaron M				
Project review, narrative and drawing set	12/12/2024	1.00	\$225.00	\$225.00
Redlines and review of drawing set	12/23/2024	1.00	\$225.00	\$225.00
Project Engineer - Davis, Brodie M				
Perform site visit	11/26/2024	1.50	\$200.00	\$300.00
Update drawings and discuss egress and ADA bathrooms with team	11/26/2024	1.00	\$200.00	\$200.00
Meet to discuss bathroom layout and size	11/27/2024	0.50	\$200.00	\$100.00
Write phasing report for the project	11/27/2024	2.20	\$200.00	\$440.00
Prepare for and visit site to take elevations	12/2/2024	1.00	\$200.00	\$200.00
Update report and review design	12/2/2024	1.20	\$200.00	\$240.00
Update design letter and size new door header	12/3/2024	1.30	\$200.00	\$260.00
Update report, discuss bathroom requirements with team, reach out to client about layout, update plan sheets and calculations	12/4/2024	4.80	\$200.00	\$960.00
Respond to client email	12/11/2024	0.30	\$200.00	\$60.00
Review and update construction documents	12/16/2024	2.50	\$200.00	\$500.00
Compile calculation package	12/17/2024	1.50	\$200.00	\$300.00
Review and discuss drawings	12/18/2024	1.00	\$200.00	\$200.00

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.

Page: 2 of 3

Attachment 1. Smith Family's Project Extension Request

Project 24041.01 - 24993 West Broadway, Veneta

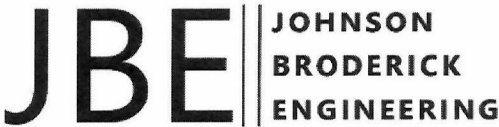
Invoice 230532

Backcheck the drawings and send review set to the client	12/19/2024	0.60	\$200.00	\$120.00
Review plans and discuss required changes	12/20/2024	0.80	\$200.00	\$160.00
Totals		23.40		\$4,640.00
06 - Design Development Total:				\$4,640.00
07 - Construction Documents				
	Date	Hours	Rate	Amount
CAD Manager - Witt, James E				
Verify restroom requirements and update floor plans	11/27/2024	3.00	\$155.00	\$465.00
Review drawings	12/4/2024	1.00	\$155.00	\$155.00
Review drawing set	12/5/2024	0.30	\$155.00	\$46.50
Review drawing set and restroom layouts	12/10/2024	0.60	\$155.00	\$93.00
Review drawings	12/11/2024	0.50	\$155.00	\$77.50
Review drawing set	12/17/2024	1.20	\$155.00	\$186.00
Review and update the building code information	12/19/2024	2.50	\$155.00	\$387.50
Review and update the building code information	12/20/2024	1.00	\$155.00	\$155.00
CAD Operator - Brown, Makayla G				
Code research	12/2/2024	1.90	\$125.00	\$237.50
CAD Operator - Thomas, Gabriel J				
Update permit set per redlines	12/2/2024	2.00	\$125.00	\$250.00
Update permit set per redlines	12/3/2024	8.00	\$125.00	\$1,000.00
Update permit set per redlines	12/4/2024	6.00	\$125.00	\$750.00
Update permit set per redlines	12/9/2024	1.20	\$125.00	\$150.00
Update permit set per redlines	12/10/2024	7.70	\$125.00	\$962.50
Update permit set per redlines	12/11/2024	8.00	\$125.00	\$1,000.00
Update permit set per redlines	12/12/2024	3.00	\$125.00	\$375.00
Update 60% permit set per redlines	12/17/2024	8.00	\$125.00	\$1,000.00
Update 60% permit set per redlines	12/18/2024	8.00	\$125.00	\$1,000.00
Update 60% permit set per redlines	12/19/2024	6.40	\$125.00	\$800.00
Update 60% permit set per redlines	12/20/2024	5.50	\$125.00	\$687.50
Principal Engineer - Broderick, Aaron M				
Project and drawing review	12/16/2024	0.80	\$225.00	\$180.00
Project and drawing review	12/18/2024	1.50	\$225.00	\$337.50
Project Engineer - Davis, Brodie M				
Review and update construction plans	12/5/2024	1.70	\$200.00	\$340.00
Discuss bathroom requirements	12/10/2024	0.60	\$200.00	\$120.00
Meet to discuss floor framing	12/11/2024	0.10	\$200.00	\$20.00
Discuss project details	12/12/2024	0.20	\$200.00	\$40.00
Totals		80.70		\$10,815.50
07 - Construction Documents Total:				\$10,815.50
			Total	\$12,845.50

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.

Page: 3 of 3

Attachment 1. Smith Family’s Project Extension Request



325 West 13th Avenue
Eugene, OR 97401
accounting@jbe.us.com
www.jbe.us.com
541-338-9488

The Attic Group
Attn: Matt Smith
PO Box 849
Veneta, OR 97487

INVOICE

Invoice: 230555
Date: March 07, 2025
Project Description: 24041.01 - 24993 West Broadway,
Veneta
Terms: Balance Due Upon Receipt
Billing Through: February 28, 2025

	Invoice Total	\$795.00
	Less Retainer	(\$82.00)
	Total Amount Now Due	\$713.00
	Retainer Balance	\$0.00
-		
Reimbursable Expenses and Discounts		
		(\$162.50)
- Total:		(\$162.50)
07 - Construction Documents		
		\$737.50
07 - Construction Documents Total:		\$737.50
08 - External Review		
		\$220.00
08 - External Review Total:		\$220.00

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.

Attachment 1. Smith Family's Project Extension Request

Project 24041.01 - 24993 West Broadway, Veneta

Invoice 230555

Johnson Broderick Engineering, LLC**Detail****Reimbursable Expenses and Discounts**

	Date	Unit Rate	Qty	Markup	Amount
Discount	2/28/2025	\$0.000	1.00		(\$162.50)
Internal billing adjustment					
Totals					(\$162.50)

07 - Construction Documents

	Date	Hours	Rate	Amount
CAD Operator - Thomas, Gabriel J				
Milestone Issued for Permit set	1/3/2025	0.20	\$125.00	\$25.00
Incorporate revisions to permit set per plan review response redlines	1/23/2025	2.50	\$125.00	\$312.50
Project Engineer - Davis, Brodie M				
Fill out permit application	12/31/2024	0.40	\$200.00	\$80.00
Update plans with notes about fire extinguisher locations	1/28/2025	1.60	\$200.00	\$320.00
Totals		4.70		\$737.50

07 - Construction Documents Total:**\$737.50****08 - External Review**

	Date	Hours	Rate	Amount
Project Engineer - Davis, Brodie M				
Prepare plan review response letter	1/30/2025	0.80	\$200.00	\$160.00
Submit plans revisions to city of veneta	1/31/2025	0.30	\$200.00	\$60.00
Totals		1.10		\$220.00

08 - External Review Total:**\$220.00****Total \$795.00**

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.

Page: 2 of 2

JBE | JOHNSON BRODERICK ENGINEERING

325 West 13th Avenue
Eugene, OR 97401
accounting@jbe.us.com
www.jbe.us.com
541-338-9488

The Attic Group

Attn: Matt Smith
PO Box 849
Veneta, OR 97487

INVOICE

Invoice: 230555
Date: March 07, 2025
Project Description: 24041.01 - 24993 West Broadway,
Veneta
Terms: Balance Due Upon Receipt
Billing Through: February 28, 2025

Invoice Total	\$795.00
Less Retainer	(\$82.00)
Total Amount Now Due	\$713.00
Retainer Balance	\$0.00

Reimbursable Expenses and Discounts

(\$162.50)

- Total:

(\$162.50)

07 - Construction Documents

\$737.50

07 - Construction Documents Total:

\$737.50

08 - External Review

\$220.00

08 - External Review Total:

\$220.00

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.

Johnson Broderick Engineering, LLC**Detail****Reimbursable Expenses and Discounts**

	Date	Unit Rate	Qty	Markup	Amount
Discount	2/28/2025	\$0.000	1.00		(\$162.50)
Internal billing adjustment					
Totals					(\$162.50)

07 - Construction Documents

	Date	Hours	Rate	Amount
CAD Operator - Thomas, Gabriel J				
Milestone Issued for Permit set	1/3/2025	0.20	\$125.00	\$25.00
Incorporate revisions to permit set per plan review response redlines	1/23/2025	2.50	\$125.00	\$312.50
Project Engineer - Davis, Brodie M				
Fill out permit application	12/31/2024	0.40	\$200.00	\$80.00
Update plans with notes about fire extinguisher locations	1/28/2025	1.60	\$200.00	\$320.00
Totals		4.70		\$737.50

07 - Construction Documents Total:**\$737.50****08 - External Review**

	Date	Hours	Rate	Amount
Project Engineer - Davis, Brodie M				
Prepare plan review response letter	1/30/2025	0.80	\$200.00	\$160.00
Submit plans revisions to city of veneta	1/31/2025	0.30	\$200.00	\$60.00
Totals		1.10		\$220.00

08 - External Review Total:**\$220.00****Total \$795.00**

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.



325 West 13th Avenue
 Eugene, OR 97401
 accounting@jbe.us.com
 www.jbe.us.com
 541-338-9488

The Attic Group

Attn: Matt Smith
 PO Box 849
 Veneta, OR 97487

INVOICE

Invoice: 230594
 Date: April 29, 2025
 Project Description: 24041.01 - 24993 West Broadway,
 Veneta
 Terms: Balance Due Upon Receipt
 Billing Through: April 25, 2025

	Invoice Total	\$2,548.75
-		
Reimbursable Expenses and Discounts		
		(\$568.75)
- Total:		(\$568.75)
06 - Design Development		
		\$1,220.00
06 - Design Development Total:		\$1,220.00
07 - Construction Documents		
		\$1,697.50
07 - Construction Documents Total:		\$1,697.50
08 - External Review		
		\$200.00
08 - External Review Total:		\$200.00

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.

Johnson Broderick Engineering, LLC

Detail

Reimbursable Expenses and Discounts

	Date	Unit Rate	Qty	Markup	Amount
Discount	4/25/2025	\$0.000	1.00		(\$568.75)
Internal adjustment					
Totals					(\$568.75)

06 - Design Development

	Date	Hours	Rate	Amount
Project Engineer - Davis, Brodie M				
Update drawings and reach out to client about driveway location	4/10/2025	1.80	\$200.00	\$360.00
Write narrative for site review and update plan set	4/21/2025	3.80	\$200.00	\$760.00
Obtain contours for site	4/22/2025	0.50	\$200.00	\$100.00
Totals		6.10		\$1,220.00

06 - Design Development Total:

\$1,220.00

07 - Construction Documents

	Date	Hours	Rate	Amount
CAD Operator - Thomas, Gabriel J				
Update permit set per redlines	4/23/2025	6.60	\$125.00	\$825.00
Update permit set per redlines	4/25/2025	2.50	\$125.00	\$312.50
Project Engineer - Davis, Brodie M				
Update site plan to meet Veneta vegetation code	4/16/2025	1.10	\$200.00	\$220.00
Start narrative	4/18/2025	1.70	\$200.00	\$340.00
Totals		11.90		\$1,697.50

07 - Construction Documents Total:

\$1,697.50

08 - External Review

	Date	Hours	Rate	Amount
Project Engineer - Davis, Brodie M				
Meet with the city of Veneta to discuss site review process	3/31/2025	1.00	\$200.00	\$200.00
Totals		1.00		\$200.00

08 - External Review Total:

\$200.00

Total \$2,548.75

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.



325 West 13th Avenue
 Eugene, OR 97401
 accounting@jbe.us.com
 www.jbe.us.com
 541-338-9488

The Attic Group

Attn: Matt Smith
 PO Box 849
 Veneta, OR 97487

INVOICE

Invoice: 230597

Date: May 19, 2025

Project Description: 24041.01 - 24993 West Broadway,
 Veneta

Terms: Balance Due Upon Receipt

Billing Through: May 19, 2025

	Invoice Total	\$4,010.00
06 - Design Development		
		\$1,260.00
06 - Design Development Total:		\$1,260.00
07 - Construction Documents		
		\$2,430.00
07 - Construction Documents Total:		\$2,430.00
08 - External Review		
		\$320.00
08 - External Review Total:		\$320.00

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.

Johnson Broderick Engineering, LLC**Detail****06 - Design Development**

	Date	Hours	Rate	Amount
Project Engineer - Davis, Brodie M				
Update plan set to include driveway	5/5/2025	2.70	\$200.00	\$540.00
Coordinate site plan application form with client	5/7/2025	2.20	\$200.00	\$440.00
Coordinate site plan application form with client	5/8/2025	0.50	\$200.00	\$100.00
Review and redline plans and prepare for site plan submittal	5/9/2025	0.90	\$200.00	\$180.00
Totals		6.30		\$1,260.00

06 - Design Development Total:**\$1,260.00****07 - Construction Documents**

	Date	Hours	Rate	Amount
CAD Operator - Thomas, Gabriel J				
Update site review set per redlines	5/1/2025	2.50	\$125.00	\$312.50
Update site review set per redlines	5/2/2025	2.00	\$125.00	\$250.00
Update site review set per redlines	5/8/2025	6.00	\$125.00	\$750.00
Update site review set per redlines	5/9/2025	2.70	\$125.00	\$337.50
Project Engineer - Davis, Brodie M				
Perform site visit	5/6/2025	0.80	\$200.00	\$160.00
Meet team and contractor on site	5/14/2025	1.30	\$200.00	\$260.00
Update floor plan and details	5/15/2025	1.80	\$200.00	\$360.00
Totals		17.10		\$2,430.00

07 - Construction Documents Total:**\$2,430.00****08 - External Review**

	Date	Hours	Rate	Amount
Project Engineer - Davis, Brodie M				
Review site review plans and update narrative	4/28/2025	1.60	\$200.00	\$320.00
Totals		1.60		\$320.00

08 - External Review Total:**\$320.00****Total \$4,010.00**

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.



325 West 13th Avenue
 Eugene, OR 97401
 accounting@jbe.us.com
 www.jbe.us.com
 541-338-9488

The Attic Group

Attn: Matt Smith
 PO Box 849
 Veneta, OR 97487

INVOICE

Invoice: 230573
 Date: April 08, 2025
 Project Description: 24041.01 - 24993 West Broadway,
 Veneta
 Terms: Balance Due Upon Receipt
 Billing Through: March 28, 2025

	Invoice Total	\$2,067.50
06 - Design Development		
		\$762.50
06 - Design Development Total:		\$762.50
07 - Construction Documents		
		\$825.00
07 - Construction Documents Total:		\$825.00
08 - External Review		
		\$480.00
08 - External Review Total:		\$480.00

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.

Johnson Broderick Engineering, LLC**Detail****06 - Design Development**

	Date	Hours	Rate	Amount
Principal Engineer - Broderick, Aaron M				
Project management	3/17/2025	0.40	\$225.00	\$90.00
Project management	3/18/2025	0.50	\$225.00	\$112.50
Project Engineer - Davis, Brodie M				
Prepare documents for submittal, review notes from Veneta, research code about site plan review requirements	3/28/2025	2.80	\$200.00	\$560.00
Totals		3.70		\$762.50

06 - Design Development Total:**\$762.50****07 - Construction Documents**

	Date	Hours	Rate	Amount
CAD Operator - Brown, Makayla G				
Review site visit notes and drawings	3/20/2025	1.30	\$125.00	\$162.50
Work on drawings	3/21/2025	1.60	\$125.00	\$200.00
Work on redlines	3/26/2025	1.50	\$125.00	\$187.50
Work on redlines	3/27/2025	0.30	\$125.00	\$37.50
Work on redlines	3/28/2025	0.30	\$125.00	\$37.50
Project Engineer - Davis, Brodie M				
Meet with Jason on site to discuss site plan requirements	3/5/2025	1.00	\$200.00	\$200.00
Totals		6.00		\$825.00

07 - Construction Documents Total:**\$825.00****08 - External Review**

	Date	Hours	Rate	Amount
Project Engineer - Davis, Brodie M				
Review email and coordinate	3/3/2025	0.50	\$200.00	\$100.00
Review and mark up C2.0 site plan	3/26/2025	1.50	\$200.00	\$300.00
Review	3/27/2025	0.40	\$200.00	\$80.00
Totals		2.40		\$480.00

08 - External Review Total:**\$480.00****Total \$2,067.50**

Payment not received within 30 days will accrue a late fee of 1.5% per month or 18% per year on any unpaid balance.

INVOICE

Date: August 20, 2023



Cutting Edge Electric LLC
 PO Box 279
 Elmira, OR 97437
 541-514-8856
 cuttingedgeelectricllc@yahoo

TO The Attic Group
 24993 W Broadway
 Veneta OR 97487

CONTRACTOR	JOB	PAYMENT TERMS	DUE DATE
Dan Lay	RV plug at Food Court	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Installed 24 inch gutter		
	Installed 1 50amp RV plug enclosure		
	Installed 1 GFCI 120 volt receptacle with weatherproof cover		
	Material/Permit		521.00
	Labor		405.00
<p><i>Paid in full</i> <i>\$ 926.00</i></p> <p><i>Dan Lay 6-10-25</i></p>			

VISA PAYMENTS are subject to a 3% FEE

SUBTOTAL 926.00

TOTAL 926.00

Make all checks payable to Cutting Edge Electric LLC

Thank you for your business!

Attachment 1. Smith Family's Project Extension Request



FW: Electrical invoice

From Matt Smith <smithm@blachlylane.coop>
Date Thu 11/21/2024 1:18 AM
To Stephanie Laurel Freeman <stephanielaurelfreeman@msn.com>

-----Original Message-----
From: Cutting Edge Electric <cuttingedgeelectricllc@yahoo.com>
Sent: Wednesday, November 20, 2024 1:02 PM
To: Matt Smith <smithm@blachlylane.coop>
Subject: Electrical invoice

INVOICE

July - 17 - 2023
From: Cutting Edge Electric LLC.
PO Box 279.
Elmira OR 97437.
541-514-8856
To: The Attic Group
24993 W Broadway
Veneta OR 97487

100amp Sub panel, 4 50amp RV plugs

Installed 100amp panel NEMA 3
Installed 24 inch gutter
Installed 4 50amp RV plug enclosures
Permit/Material.
Labor.

1365.00
1235.00

paid in full \$2600.00

Draw at start 1100.00

Subtotal. 2600.00
Draw. (1100.00)
Balance. 1500.00

Thank You for your Business

Sent from my iPad

total \$2600.00
paid in full.
Jan by 6-10-25

12/21/23

**AGREEMENT FOR DISPOSITION AND DEVELOPMENT OF
REAL PROPERTY
LOCATED AT 24993 WEST BROADWAY
VENETA, OREGON
(THE ATTIC)**

AMONG

SMITH FITNESS PROPERTIES, LLC

AND

CITY OF VENETA

12/21/23

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Attachment 1 - Property Legal Description

Attachment 2 - (permitted Exemptions - [RESERVED])

Attachment 3 - Quitclaim Deed

12/21/23

**AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF REAL PROPERTY**

THIS AGREEMENT FOR DISPOSITION AND DEVELOPMENT OF REAL PROPERTY ("**Agreement**") is made as of December 21, 2023, by and between the City of Veneta, an Oregon municipal corporation ("**City**" or "**Owner**") and Smith Fitness Properties, LLC, an Oregon limited liability company ("**Purchaser**"). City and Purchaser are referred to jointly in this Agreement as "**Parties**" and individually as a "**Party**."

RECITALS

- A. The City has targeted the redevelopment of The Attic, a 0.5-acre parcel located at 24993 West Broadway Veneta, OR 97487, as more specifically described in the attached **Exhibit A** (the Property).
- B. The City acquired the Property in 2009 with Veneta Urban Renewal Agency funds.
- C. The City invested significant effort in crafting a conceptual vision for the Property, including detailed market analysis of commercial, lodging, and residential opportunities in the area, as well as extensive community outreach to understand and incorporate the community's vision for downtown and the Property.
- D. The Property is zoned Broadway Commercial.
- E. The Property is located in the City of Veneta's Urban Renewal District. The Urban Renewal District is managed by the Veneta Urban Renewal Agency ("Agency") and the City Council serves as the Board for the Agency.
- F. In 2021, the City published a Request for Proposals ("RFP") to solicit qualified development teams for the redevelopment of The Attic (the "Project"). The City convened the Business Assistance Committee to review the developer submissions, select finalists and hear oral presentations.
- G. On March 13, 2023, the City Council directed staff to enter into an Exclusive Right to Negotiate Agreement with Purchaser.

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AGREEMENT

This Agreement hereby incorporates by this reference the Recitals, the Definitions and all Exhibits hereto. The Parties, in consideration of the agreements set forth herein and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

DEFINITIONS

The following terms have the designated meanings in this Agreement:

1. **"Agency"** has the meaning set forth in the recitals of this Agreement.
2. **"Agreement"** means this Disposition and Development Agreement and all attached Exhibits.
3. **"Certificate of Completion"** means a certificate that will be issued by Owner to Purchaser pursuant to Section 3.13, after issuance of the City's issuance of a certificate of occupancy for the Project, indicating Owner's material acceptance of the construction of the Project.
4. **"City Administrator"** means the City Administrator for City of Veneta or the City Administrator's designee.
5. **"Closing"** means the closing of the sale of Property.
6. **"Closing Date"** means the date on which the Deed from Owner to Purchaser is recorded for the Property.
7. **"Construction Plans and Specifications"** means the detailed plans submitted to the City in order to obtain all necessary permits for the Project, including:
 - Site plans showing the structure upon the Project together with all connections to existing or proposed utilities, roads, sidewalks and alleys;
 - Landscaping plan for the Project;
 - Elevations of the building depicting the site lines and the specific configuration and relationship of design elements of the building exterior, which describe the aesthetic and technical aspects, including materials, of the building exterior for the Project;
 - Detailed engineering and architectural plans for the Project showing the utility, access and structural support components, with all proposed connections to existing and proposed utilities and services and the landscape plan based on current code requirements;

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- A calculation of gross building area, the amount of commercial space, the floor-to-area ratio of the Project, and the number of parking spaces, if any, for the Project;
 - An exterior finish schedule for the Project;
 - Location and dimensions for exterior signage and graphics for the Project;
 - Exterior lighting plan for the Project; and
 - Location and treatment of servicing requirements, trash collection, loading docks and related functional areas for the Project.
8. **"Conveyance"** means the transfer of fee simple title to the Property by Owner to Purchaser.
 9. **"Deed"** means the form of Statutory Bargain and Sale Deed conveying fee simple title to the Property to Purchaser, subject to Owner's right of re-entry on the Property and reservation of access and utility easement interests, substantially in the form attached to this Agreement as **Exhibit B**.
 10. **"Development Review Plans"** shall mean a Site Design/Development Review and related plans, narrative, and specifications submitted to the City, as necessary, to secure land use entitlements in accordance with the City of Veneta's Land Development Ordinance of the City.
 11. **"Effective Date"** means the date that all Parties have executed this Agreement.
 12. **"Environmental Laws"** means: (a) Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 *et seq.*, (b) Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, (c) Federal Water Pollution Control Act, as amended by the Oil Pollution Act of 1990, 33 U.S.C. § 1251 *et seq.*, (d) Clean Air Act, 42 U.S.C. § 7401 *et seq.*, (e) Toxic Substances Control Act, 14 U.S.C. § 2601 *et seq.*, (f) Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*, (g) the Oregon Hazardous Waste and Hazardous Materials I Laws, ORS Chapter 465, the Oregon Hazardous Waste and Hazardous Materials II Laws, ORS Chapter 466, the Oregon Air Quality Laws, ORS Chapter 468A, the Oregon Water Quality Laws, ORS Chapter 468B, and the Hazardous Materials; Radiation Sources Laws, ORS Chapter 453; and (h) regulations promulgated pursuant to said Laws or any replacement thereof.
 13. **"Escrow Agent"** means Western Title & Escrow Company, 497 Oakway Road, Suite 340, Eugene, OR 97401
 14. **"Final Permitted Exceptions"** has the meaning set forth in Section 1.7.2.

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15. **"Final Termination Date"** means the date by which all conditions precedent must be satisfied, waived or otherwise resolved, as further described in Section 1.9.5.
16. **"Hazardous Material"** means and includes: (i) any asbestos or insulation or other material containing asbestos, (ii) any pollutants, flammable explosives, radioactive materials, hazardous, toxic, or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any of the Environmental Laws, or which even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including but not limited to radioactive materials, polychlorinated biphenyls ("PCBs"), petroleum products and by-products (including but limited to crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, or any mixture thereof), urea formaldehyde foam insulation, and radon gas, (iii) any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals, or waste, and (iv) substances that are defined or listed as "Hazardous Materials," "hazardous wastes" or "toxic substances" or similarly identified in, pursuant to, or for the purposes of the Environmental Laws.
17. **"Interest"** has the meaning set forth in Section 3.7.4.3.
18. **"Laws"** has the meaning set forth in Section 1.10.5.
19. **"Mortgage"** means a Mortgage or Deed of trust against the Property, or any portion thereof, recorded in the real property records of Lane County, Oregon.
20. **"Mortgagee"** means the holder of any Mortgage affecting or encumbering any portion of the Property, together with any successor or assignee of such holder including the first purchaser from Mortgagee if Mortgagee acquires the Property at a foreclosure sale or from Mortgagee following a Deed in lieu of foreclosure from Purchaser. The term "Mortgagee" shall include any Mortgagee as owner of the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, or any insurer or guarantor of any obligation or condition secured by a Mortgage but shall not include: (a) any other party who thereafter obtains title to the Property or such part from or through a Mortgagee, or (b) any other purchaser at foreclosure sale other than a Mortgagee.
21. **"Notice of Termination"** has the meaning set forth in Section 9.4.1.1.
22. **"Party"** or **"Parties"** has the meaning set forth in the preamble to this Agreement.
23. **"Permitted Exceptions"** has the meaning set forth in Section 1.7.1.
24. **"Policy"** has the meaning set forth in Section 1.8.1.

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25. **"Project"** has the meaning set forth in Recital F above and Purchaser's Scope of Work in Exhibit D, including other improvements to be newly constructed by Purchaser on the Property, commercial space, parking, landscaping and other improvements, substantially in accordance with Development Review Plans identified above herein and the Construction Plans and Specifications to be submitted to the City to obtain necessary permits for the Project, with such changes as Purchaser may from time to time propose and Owner may approve in writing, as further set forth herein.
26. **"Property"** has the meaning set forth in Recital A.
27. **"Purchase Price"** means the price that Purchaser shall pay to Owner for the Property to be conveyed by Owner to Purchaser pursuant to Section 1.4.
28. **"Scope of Development"** means the description of the improvements to be built comprising the Project, attached hereto and incorporated herein as **Exhibit D**.
29. **"Termination Date"** has the meaning set forth in Section 1.9.5.
30. **"Title Company"** means Western Title & Escrow Company 497 Oakway Road, Suite 340, Eugene, OR 97401.
31. **"Title Report"** has the meaning set forth in Section 1.7.1.
32. **"Unacceptable Exceptions"** has the meaning set forth in Section 1.7.2.
33. **"Unavoidable Delay"** has the meaning set forth in Section 9.9.1.

1. GENERAL TERMS OF CONVEYANCE

1.1 Purchase and Sale. Owner agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Owner, the Property, subject to the terms, conditions, covenants, and restrictions set forth in this Agreement.

1.2 Conveyance of Title to Property. Upon satisfaction or counterparty waiving of the conditions precedent to Conveyance as provided in Section 1.9, subject to the terms and conditions of this Agreement, and upon payment by Purchaser to Owner of the Purchase Price, Owner will convey the Property to Purchaser by Statutory Bargain & Sale Deed. The form of Deed is attached hereto as **Exhibit B**. Owner shall deliver possession of the Property to Purchaser concurrently with the Conveyance of title. Purchaser shall accept title and possession on or before the dates established therefore.

1.3 Limitations on Conveyance. Owner's Conveyance of title to the Property will be subject to the Permitted Exceptions and development requirements set forth in Section 3.

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1.4 Purchase Price. The Purchase Price for the Property is One Hundred Seventy-Four Thousand Two Hundred Forty Dollars (\$174,240.00).

1.5 Closing. The Conveyance of the Property shall occur in an escrow closing electronically or at the office of the Escrow Agent within 15 days after all Conditions Precedent to Conveyance per Section 1.9. At Closing, Purchaser shall accept such Conveyance and pay the Purchase Price in full to Owner.

1.6 Improvement Rebates. Owner offers Purchaser several opportunities to qualify for the Veneta Urban Renewal Agency Business Assistance Program – W. Broadway “Attic” Building improvement 50% matching rebates of up to \$250,000 subject to Agency funding. To qualify for a 50% matching rebate, any qualifying improvements identified at **Exhibit D** must be completed to the City’s reasonable satisfaction within two years from the date of execution of this Agreement. The time to complete the qualifying improvements may be extended by the City in its sole discretion.

1.6.1 Rebate Issuance. When Purchaser believes that it has satisfactorily met the applicable criteria for a rebate, Purchaser will request the rebate(s) by providing written notice to Owner. Upon receipt of Purchaser’s written notice, and within a reasonable period of time, Owner will review Purchaser’s work, including but not limited to an on-site inspection, and determine, in its sole discretion, whether Purchaser is eligible for the requested 50% matching rebate(s). Owner will notify Purchaser in writing of Owner’s determination. If Owner agrees that Purchaser qualifies for the requested rebate(s), Owner will include the appropriate 50% matching rebate check payable to Purchaser with Owner’s written decision. If, after two years from the date of execution of this Agreement, Owner does not find that Purchaser qualifies for one or more of the requested matching rebates, Owner will outline Purchaser’s deficiencies in its written decision, which will, in City’s sole discretion, either provide additional time to remedy the deficiencies or constitute the City’s final decision denying all or a portion of any rebates.

1.7 Title Review.

1.7.1 Within thirty (30) days after the Execution Date, Owner shall deliver to Purchaser a preliminary title report from the Title Company (the “**Title Report**”), together with copies of all documents shown therein as exceptions to title, showing the status of Owner’s title to the Property. Purchaser shall have ten (10) business days after receipt of a copy of the Title Report within which to give notice in writing to Owner of any disapproval of any exceptions set forth in the Title Report. Those exceptions Purchaser does not object to are referred to herein as the “**Permitted Exceptions**.”

1.7.2 Within ten (10) days of Purchaser’s written notice to Owner described in Section 1.7.1, Owner shall notify Purchaser in writing of its intention to remove or not remove the objected-to exceptions (“**Unacceptable Exceptions**”) to title prior to Closing. Within ten (10) days

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of receiving Owner's refusal to remove any such Unacceptable Exceptions, Purchaser may terminate this Agreement with no recourse to Owner or may proceed to Closing subject to same. Any exceptions Purchaser accepts at Closing are the "**Final Permitted Exceptions.**"

1.8 Title Insurance, Survey, Property Taxes and Closing Costs.

1.8.1 Owner, at its expense, shall provide Purchaser with an "**Owner's Standard Form**" of Policy of Title Insurance, issued by Escrow Agent, in the amount of \$174,240.00, free and clear of encumbrances, except the Final Permitted Exceptions ("**Policy**"). Purchaser, at its option and its sole expense, may elect to obtain extended coverage under the Policy, and Owner agrees to execute any affidavits or other documents required by the Escrow Agent to enable Purchaser to obtain such coverage. Purchaser shall have the right, at its option and sole cost, to obtain an ALTA survey of the Property and, upon completion of such survey, a copy shall be supplied to Owner and Title Company and the Title Report updated to reflect any matters set forth in the survey.

1.8.2 The Property is currently exempt from property taxes. Real property taxes and assessments for the current year will begin to accrue as of the date of delivery of the Deed to Purchaser. Purchaser will pay all real property taxes and assessments assessed and levied against the Property allocable to the period from and after Closing, estimated to be in the amount of \$2,350.

1.8.3 Owner shall pay the escrow fees charged by Escrow Agent and the costs for recording a Memorandum of this Agreement at Closing. Owner shall pay for the costs of recording the Deed and any other documents required to be recorded as a result of the transaction set forth herein including transfer taxes, if any. All other Closing costs, if any, shall be allocated in accordance with the customary practice in Lane County, Oregon.

1.9 Conditions Precedent to Conveyance. Purchaser and Owner are not obligated to complete the Conveyance unless the following conditions are satisfied to the benefited Party's reasonable satisfaction within sixty (60) days after the Execution Date. The Party benefited by a particular condition shall not unreasonably withhold or delay acknowledgment that a condition has been satisfied.

1.9.1 Mutual Conditions Precedent. To the satisfaction of Owner and Purchaser:

1.9.1.1 [RESERVED]

1.9.1.2 [RESERVED]

1.9.1.3 [RESERVED]

1.9.1.4 [RESERVED]

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1.9.1.5 [RESERVED]

1.9.1.6 [RESERVED]

1.9.1.7 The Parties shall have agreed to the final form of the Deed and any documents necessary to close the financing or consummate this transaction as contemplated in this Agreement.

1.9.1.8 There shall be no pending claim, dispute or litigation pending that prevents Owner or Purchaser from performing their respective obligations under this Agreement.

1.9.1.9 Neither Party shall be in default under any material term or condition of this Agreement.

1.9.1.10 [RESERVED]

1.9.1.11 Owner shall have approved any assignment of the Interest of Purchaser requested by Purchaser under the terms set forth in Section 5.1 of this Agreement.

1.9.2 To Purchaser's Satisfaction:

1.9.2.1 Purchaser shall have reviewed and approved the results of its due diligence investigation of Project feasibility including, without limitation, survey, title, geotechnical, environmental, land use, parking and financing.

1.9.2.2 Purchaser shall have determined that City holds title to the Property subject only to the Final Permitted Exceptions.

1.9.2.3 Escrow Agent shall have issued to Purchaser a binding commitment satisfactory to Purchaser to issue to Purchaser an Owner's Standard (or at Purchaser's option, Owner's Extended) Form Title Insurance Policy covering the Property in the amount of One Hundred Seventy-Four Thousand Two Hundred Forty Dollars (\$174,240), subject only to the Final Permitted Exceptions. Any commitment for a Lender's Extended Form Title Insurance Policy purchased by Purchaser shall be acceptable both to Purchaser and to any lender identified by Purchaser that will provide a Mortgage on the Property in the amount of the funding to be provided by Lender to Purchaser.

1.9.2.4 Owner's representations and warranties stated in Section 1.10 herein shall be true and correct as of the Closing Date.

1.9.3 To Owner's Satisfaction:

1.9.3.1 [RESERVED]

1.9.3.2 [RESERVED]

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1.9.3.3 [RESERVED]

1.9.3.4 Purchaser shall pay the Purchase Price required for Conveyance of the Property as provided in this Agreement.

1.9.3.5 Purchaser shall not be in default under any material term or condition of this Agreement and Purchaser shall represent and warrant that there are no material defaults nor have any events occurred that with the passage of time would constitute a material default by Purchaser under this Agreement.

1.9.3.6 Purchaser has agreed to carry out certain covenants after Closing set forth below in this Agreement and has represented and warranted to Owner that certain matters set forth below in Section 1.11 are true and correct and shall remain true and correct as of the Closing Date. Purchaser acknowledges that said covenants and representations and warranties are material inducements to Owner to enter into this Agreement.

1.9.3.7 The Memorandum of this Agreement, attached as **Exhibit E**, shall be recorded with the Deed at Closing. The order of priority between that instrument and any Mortgage entered into by Purchaser to finance the acquisition and development of the Project shall be determined by an Intercreditor Agreement between the Parties, if so required by any Mortgagee.

1.9.4 Elections upon Non-Occurrence of Conditions. Except as provided below, if any of the conditions in Sections 1.9.1, 1.9.2 or 1.9.3 are not fulfilled to the satisfaction of the benefited Party or Parties (i) at the time designated for satisfaction of the same, or (ii) if no deadline is specified for satisfaction of such condition, then on the date scheduled for Closing, subject to any extension that may be granted pursuant to this Section 1.9.4, then such benefited Party or Parties may elect to:

1.9.4.1 Terminate this Agreement by providing written notice of intent to terminate to the other Party, which termination shall be effective thirty (30) days after the Notice of Termination is sent, unless, before the thirty (30) day-period ends, the other Party fulfills such condition or conditions to the reasonable satisfaction of the benefited Party or Parties; or

1.9.4.2 Waive in writing the benefit of that condition precedent to its obligation to perform under this Agreement, and proceed in accordance with the terms hereof; or

1.9.4.3 Extend the Termination Date by which the other Party must satisfy the applicable condition, if the other Party can satisfy the condition and if the other Party agrees in writing to the extension.

1.9.5 Termination Date. If all of the conditions precedent under Sections 1.9.1, 1.9.2 and 1.9.3 have not been satisfied, waived or otherwise resolved by the date set forth for Closing, as defined in Section 1.5 of this Agreement, then, unless extended as set forth below, this

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Agreement shall automatically terminate ("**Termination Date**"). If Purchaser is diligently pursuing the satisfaction of the conditions precedent set forth above, Purchaser may deliver written notice to Owner on or before the Termination Date extending the term of this Agreement for an additional one hundred and eighty (180) days, after which, if said conditions precedent are not satisfied, this Agreement shall automatically terminate ("**Final Termination Date**").

1.9.6 Effect of Termination for Failure of Conditions Precedent. If the Agreement is terminated for failure of satisfaction of the conditions precedent, and such failure is not the result of a breach of this Agreement by any Party, then the obligations of the Parties to each other under this Agreement shall terminate. In the case of termination pursuant to this Section 1.9.6, Purchaser shall be responsible for any degradation of the environmental or other condition of the Property caused by Purchaser's, or its contractors' or agents' activities on the Property prior to Closing.

1.10 Owner's Representations and Warranties; AS-IS Sale and Release. Owner's representations and warranties under this Agreement are limited to the following: Owner represents that:

1.10.1 To the best of Owner's knowledge there has been no generation, manufacture, refinement, transportation, treatment, storage, handling, disposal, transfer, release, or production of Hazardous Substances, or other dangerous or toxic substances or solid wastes on the Property, except as disclosed and in compliance with Environmental Laws currently in effect, and Owner have not received notice of the release of any Hazardous Materials on the Property.

1.10.2 Owner has full power and authority to enter into and perform this Agreement in accordance with its terms, and Owner has taken all requisite action in connection with the execution of this Agreement and the transactions contemplated hereby.

1.10.3 Owner is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

1.10.4 To Owner's knowledge, there is no litigation, action, suit, or any condemnation, environmental, zoning, or other government proceeding pending or threatened, which may affect the Property, Owner's ability to perform its obligations under this Agreement, or Purchaser's ability to develop the Project.

1.10.5 To Owner's knowledge, and except as disclosed in writing to Purchaser, the Property is in compliance with all applicable laws, rules, regulations, ordinances and other governmental requirements ("**Laws**").

1.10.6 Owner has not received or given any notice stating that the Property is in violation of any Laws.

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1.10.7 No representation, warranty, or statement of Owner in this Agreement or any of the exhibits attached contains any untrue statement of a material fact or omits a material fact necessary to make the statements of facts contained herein not misleading.

1.10.8 As of the Effective Date, there are no material defaults by Owner under this Agreement or to Owner's knowledge, events that with the passage of time would constitute a material default of Owner under this Agreement.

1.10.10 "Owner's knowledge" shall mean the actual knowledge of the managerial and supervisory personnel of Owner having responsibility for the Property or the Project.

1.10.11 Subsurface, Surface, Building and Environmental Conditions; AS IS Disclaimer and Release.

1.10.11.1 [RESERVED]

1.10.11.2 AS-IS Disclaimer. Except for the (i) representations and warranties of Owner set forth in Section 1.10, and (ii) the warranties in the Deed, the sale of the Property hereunder is and will be made on a strictly "AS IS, WHERE IS, WITH ALL FAULTS" basis, without representations or warranties of any kind or nature by Owner or any of Owner's agents, employees, elected officials, managers, or contractors, including but not limited to any representations or warranties concerning physical, seismic, structural, legal, or presence of Hazardous Substances on or under the Property, or other environmental condition of the Property, or concerning any legal requirements, utilities, soils, groundwater, expenses, charges, liens, encumbrances, rights or claims against or affecting or pertaining to the Property or any part thereof. Purchaser represents and warrants that it has conducted and completed all necessary investigations and, if Escrow closes hereunder, Purchaser will acquire the Property solely on the basis of the investigations, the title insurance protections afforded by the title Policy, and the representations and warranties of Owner set forth in Section 1.10 and in the Deed. Purchaser acknowledges that, except for the representations and warranties of Owner set forth in Section 1.10 and in the Deed, it is not entitled to rely upon and has not relied on any Owner, or Owner's agent, representative, attorney or employee representation or warranty of any kind, verbal or written, express or implied with respect to the Property, including but not limited to its fitness for any particular purpose, physical condition, environmental conditions, state of repair, safety, merchantability, accuracy of dimensions, structural soundness, compliance with legal and insurance requirements, and financial viability. Accordingly, except for claims arising from the representations and warranties of Owner set forth in Section 1.10 and in the Deed, and any obligation of Owner that expressly survives the Closing hereunder or expressly accrues following the Closing, Purchaser hereby unconditionally and irrevocably waives, as of the close of escrow hereunder, any and all actual or potential claims and rights that may inure to Purchaser against Owner, and any of its respective elected officials, managers, employees, agents and their respective successors and assigns,

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regarding any form of representation or warranty, express or implied, relating to the Property, and completely releases and forever discharges such parties of and from any and all claims and demands whatsoever, in law or in equity, whether such claims are known or unknown, direct or indirect, fixed or contingent, which Purchaser may now have, had or may claim to have against Owner caused by or arising out of the foregoing matters, including, but not limited to, the environmental condition of the Property; provided, however, such waiver and release and discharge of Owner shall not be applicable to (1) any falsity or breach by Owner of any of its representations or warranties set forth in Section 1.10, (2) any breach by Owner of any obligation that expressly survives the Closing hereunder or accrues following the Closing, or (3) any misrepresentation by Owner or any of the released Parties (as defined below).

1.10.11.3 Environmental Waiver and Release. Purchaser and anyone claiming by, through or under Purchaser hereby waives, as of the Closing hereunder, its right to recover from and fully and irrevocably releases Owner, its elected officials, managers, employees, agents, successors and assigns from any and all claims, responsibility and/or liability that it may now have or hereafter acquire against any of them for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the condition, latent or otherwise, and the presence in the soil, structures, surface and subsurface waters of materials or substances that have been or may in the future be determined to be Hazardous Materials under state or federal law, including ORS 465.200, CERCLA AND RCRA, or otherwise toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local Laws regulations or guidelines. The preceding notwithstanding, the terms of this Section 1.10.11.3 shall not be applicable to any claims, liabilities, losses, damages, demands, actions, causes of action, judgments, costs or expenses arising from or related to (1) any breach by Owner of any of its representations or warranties set forth in Section 1.10 and in the Deed, (2) any breach by Owner of any obligation that expressly survives the Closing hereunder or expressly accrues following the Closing, or (3) any misrepresentation by Owner, its elected officials, managers, employees, or agents.

1.11 Purchaser Representations and Warranties. Purchaser's representations and warranties under this Agreement are limited to the following: Purchaser represents that:

1.11.1 Purchaser has full power and authority to enter into and perform this Agreement in accordance with its terms, and Purchaser has taken all requisite action in connection with the execution of this Agreement and the transactions contemplated herein.

1.11.2 No representation, warranty or statement of Purchaser in this Agreement or any of the exhibits attached contains any untrue statement of a material fact or omits a material fact necessary to make the statements of facts contained herein not misleading.

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1.11.3 As of the Effective Date there are no material defaults by Purchaser under this Agreement or events that to Purchaser's knowledge with the passage of time would constitute a material default of Purchaser under this Agreement.

1.11.4 [RESERVED]

1.11.5 Purchaser enters into this Agreement without reliance upon any representation of any kind by Owner, its employees, agents or consultants regarding any aspect of the Property, the Project, its feasibility, financing or compliance with any governmental regulation except as set forth in Section 1.10.

2. UTILITY SERVICE

Purchaser shall pay any costs of installation, connection, or the upgrade of utilities necessary to serve the Property, unless paid by the applicable private utility. Purchaser shall pay all costs of bringing new utilities to serve the Property from the public streets to the Property.

3. DEVELOPMENT

3.1 Use of the Property. Owner shall have and exercise no control over the construction of the Project.

3.2 Project Financing. Purchaser will obtain all financing necessary to complete the Project that, without limitation, will include financing necessary to acquire the Property from Owner and to construct the Project upon the Property.

3.3 Plans, Drawings and Owner's Review.

3.3.1 Purchaser will diligently pursue all work necessary to construct the Project as described in **Exhibit D**. Purchaser and Owner will cooperate to complete the following described design review process in an open and collaborative manner. Purchaser shall prepare Construction Plans and Specifications conforming to the approved Scope of Development in and Development Review Plans and submit them to Owner for review and approval prior to Purchaser's submittal to the City, for building permit approval. Owner and Purchaser will communicate and consult informally as frequently as is necessary to ensure that Owner can promptly consider any documents submitted by Purchaser for the Owner's review. Owner will not unreasonably condition, delay or withhold approval of the Construction Plans and Specifications for the Project, if said plans and specifications conform with the approved Scope of Development and Development Review Plans, as determined by Owner in Owner's sole discretion.

3.3.2 Scope of Owner's Review. Owner's rights of review and approval/rejection of drawings will be limited to an evaluation of their compliance with Scope of Development, and the Development Review Plans. Elements depicted in the Final Construction

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Plans and Specifications shall be in a sufficient level of detail to permit an evaluation of their conformity and to confirm their conformity with the Scope of Development and the approved Development Review Plans.

3.3.3 Changes in Approved Drawings. If Purchaser elects to substantially change the Construction Plans and Specifications after Owner's approval, Purchaser shall submit the proposed changes to the Owner for approval. A substantial change shall mean any change that would, as determined by the Owner in the Owner's sole discretion, have a material impact on the function, or appearance of the Project or increase in the cost of the Project if such cost increase is not offset by additional equity investments into the Project. Purchaser acknowledges that it may be required to secure separate City permit or land use approval of such changes. To the extent required, such separate City approvals shall be sought after the Owner has approved the changes per this Agreement. Owner shall assist Purchaser throughout any development review and approval process by the appropriate bureaus or agencies within the City, but Owner does not represent or warrant that its assistance will guarantee approval.

3.3.4 Owner's Review. The Owner's Project Manager will coordinate Owner's internal design staff to assist in review of the Project design, as necessary.

3.3.5 Community Input. Purchaser will coordinate with the Owner on any press release, media relations, and community outreach efforts related to the Project.

3.4 Diligent Completion.

Subject to the terms and conditions of this Agreement, Purchaser covenants to diligently complete the Project in substantial conformance with the Construction Plans and Specifications within two (2) years from the Effective Date, subject to events beyond its control limited to those described at Section 9.9. In addition to events beyond its control, as described at Section 9.9, if Purchaser is unable to meet the performance date set forth in this Section, Purchaser and Owner shall meet and may agree to appropriate extensions, in Owner's reasonable discretion.

3.5 [RESERVED]

3.6 Inspection and Property Access.

3.6.1 Before Conveyance of Property. Owner shall permit Purchaser and Purchaser's agents to enter upon the Property for investigatory purposes. After inspection, Purchaser will restore the Property to that condition necessary to accommodate continued use for its current purpose. Purchaser shall indemnify, defend and hold Owner, and its respective officers, agents and employees, harmless against any and all damages, claims, losses, liabilities and expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses which may be imposed on or incurred by the Owner or their respective successors or assigns, or asserted against the Owner or its respective successors or assigns, by any other party

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or parties, arising out of any activity of Purchaser, its agents, employees or contractors performed and conducted on or with respect to the Property pursuant to this Agreement.

3.6.2 After Conveyance of Property. After Conveyance of the Property to Purchaser and during construction of the Project and until a Certificate of Completion is issued, Purchaser's work shall be accessible at all reasonable times for inspection by Owner's representatives upon giving Purchaser not less than twenty-four (24) hours prior notice. Purchaser, at its option, may have Owner's representative accompanied by a Purchaser representative. This Section 3.6.2 shall not limit City Building Official, Occupational Safety and Health Administration, or other required inspections. Except as otherwise allowed by City Code, Owner shall not interfere with the work occurring on the Property by Purchaser. By exercising any rights of access under this Section, Owner shall not have any responsibility to enforce any labor or safety-related work rules or conditions arising from Purchaser's work, and Owner shall not exercise any control over Purchaser's construction of the Project except as required by the Building Code.

3.6.3 Inspection and Retention of Records. Purchaser grants Owner the right to inspect and photocopy any of Purchaser's books and electronic or paper records that relate to the funding or other consideration provided through this Agreement at all reasonable times and at the Owner's expense. Purchaser agrees to provide the Owner with said books and records as soon as reasonably possible, but no later than ten (10) days from Owner's request. Purchaser will retain all such books and records throughout the term of this Agreement until issuance of the Certificate of Completion in accordance with Section 3.13. The foregoing notwithstanding, Purchaser shall not be required to permit inspection and copying of any records protected by the attorney-client privilege. Owner agrees that all information provided to Owner by Purchaser under this Section and Section 9.4.1.2 is reviewed and/or submitted on the condition that Owner keep said information confidential. Owners agree not to disclose said confidential information provided by Purchaser, including but not limited to financial statements regarding Purchaser or the Project, and pro forma information. This nondisclosure provision shall survive the termination of this Agreement, but shall not apply to the extent any such information is publicly available, has been disclosed by other parties or is required to be disclosed by the Office of the Attorney General of the State of Oregon, a District Attorney, or a court under Oregon Public Records Laws.

3.7 Safety Matters; Indemnification; Insurance.

3.7.1 Safety. Each Party with respect to its work shall take all safety measures necessary to protect its employees, the other Party's employees, agents, contractors, subcontractors, licensees and invitees, and the personal property and improvements of each from injury or damage caused by or resulting from the performance of its construction.

3.7.2 Liability Claims. From and after Conveyance of the Property or any portion thereof and until Owner issues a Certificate of Completion in accordance with this Agreement, each Party performing work as required by this Agreement will indemnify, defend and

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hold the other Party, and their respective officers, agents, consultants, advisors and employees, harmless from (1) all damages to the Project, or any portion thereof, (2) injuries to or death of any person or persons, including employees or agents of the indemnifying Party; and/or (3) any and all claims, demands, or workers' compensation claims, to the extent that any such damages, injuries, deaths, claims and/or demands under clause (1), (2) and/or (3) above result from the negligent or wrongful acts or omissions of the other Party, its employees, agents, contractors or subcontractors in completion with the construction or development of the Project; provided, however, that neither Party shall indemnify the other to the extent that such damage or injury is caused by the negligent or wrongful acts or omissions of the other Party or their respective officers, agents or employees. Each Party will provide prompt notice to the other Party of any claim to be asserted against the other Party under this indemnification provision; Owner's indemnities set forth in this Section 3.7 are limited to the extent provided by applicable law.

3.7.3 Indemnity from Liens. Each Party shall indemnify, defend and hold the other Party harmless from and against all mechanics, materialmen's and laborer's liens and all costs, expenses and liabilities arising from the construction performed by or at the request of a Party or a Party's contractors(s) or agent(s) on the Property, and shall pay all mechanics, materialmen and laborers promptly such that no such liens shall burden the Property or the Project.

3.7.4 Insurance.

3.7.4.1 On or before Closing, Purchaser will obtain at its sole cost and maintain for the period ending on the date when a Certificate of Completion is issued in accordance with this Agreement, a policy or policies of broad form commercial general liability insurance, or an occurrence basis, written on ISO Form CG 0001 (12/4 or later) or equivalent reasonably satisfactory to legal counsel for Owner, naming Owner, and its officers, agents and employees as additional insurers. Purchaser shall furnish acceptable certificates of insurance to Owner. Such policy or policies shall provide coverage not less than provided in the broad form commercial general liability insurance policy covering liability with respect to claims and suits for bodily injury, property damages or personal injuries arising from or related to operations of Purchaser, its officers, agents or employees; coverage shall be provided on a current basis in the sum of not less than Two Million Dollars (\$2,000,000) combined single limit or its equivalent and with a deductible not in excess of Fifty Thousand Dollars (\$50,000) per occurrence. Said policy or policies must also contain a provision that no termination, or cancellation will be effective until after ten (10) days' notice thereof has been given in writing to Owner. Purchaser will give to Owner prompt and timely notice of claim made or suit instituted arising out of Purchaser's operations hereunder.

3.7.4.2 Coverage provided hereunder by Purchaser must be primary insurance and not contributing with any insurance maintained by Owner, and the policy must contain such

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an endorsement. Purchaser shall furnish Owner with a Certificate of Insurance evidencing such coverage prior to commencing construction of the Project.

3.7.4.3 Purchaser shall, until Owner issues the Certificate of Completion, effect and maintain Builder's All Risk Insurance and fire insurance with extended coverage and malicious mischief coverage upon the structures on which Purchaser is working under this Agreement to 100% of the insurable value thereof, protecting Purchaser's Interest in the work. "**Interest**," as used herein, means Purchaser's property Interests in the Project and the property Interests of others for which Purchaser is responsible on the Project, in all materials and supplies entering into or destined for use therein and in all expendable items of equipment which are used in or are incidental to but which do not become a part of the finished Project, if located at the job site at the time of loss or damage.

3.8 Liens. If any statutory lien shall be perfected during the term of this Agreement against any portion of the Property or Project by reason of labor, services or materials supplied to or at the request of a Party or pursuant to any construction on the Project, the Party causing such lien shall, within sixty (60) days after the perfection of the lien, do whatever is necessary and proper (including posting a bond or a cash deposit and taking such further action required by the Oregon Construction Lien Law), so that the Property and the Project shall thereafter be entirely free of the lien. Alternatively, such Party may elect to leave the lien of record and to contest its validity, amount or applicability by appropriate legal proceedings, but only if such Party shall, within the sixty (60) day period following the perfection of the lien, furnish a bond or an indemnity against such lien in an amount and form satisfactory to induce the title insurance company which insured title to the Project to insure over such lien or to reissue or update its existing Policy, binder or commitment without showing any title exception by reason of such lien; provided, further, that in such event (i) such Party shall indemnify and save harmless the other Party from all loss, damage, liability, expense or claim whatsoever (including attorney fees and other costs of defending against the foregoing) resulting from the assertion of any such lien and (ii) in the event such legal proceedings shall be finally concluded (so that no further appeal may be taken) adversely to the Party, such Party shall within ten (10) business days thereafter cause the lien to be discharged and removed from the record as to the Project.

3.9 [RESERVED]

3.10 City and Other Governmental Permits. Before commencement of construction or development of any building, structure or other works or improvements on the Property, Purchaser shall, at its own expense, secure or cause to be secured any and all land use and other permits which may be required by the City or any other governmental entity having authority to issue permits for that Party's construction, development or work. Owner will provide reasonable assistance to Purchaser in securing such permits that Purchaser is required to secure.

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3.11 Local, State and Federal Laws. Each Party shall carry out its construction work on the Project in compliance with all applicable Laws.

3.12 Taxes and Assessments. Purchaser shall pay, prior to delinquency, all real estate taxes and assessments properly assessed and levied on the Property after Conveyance by Owner. Purchaser shall defend and hold harmless Owner, its successors and assigns against any liability or claim with respect to real estate taxes or assessments in connection with the Property accruing after Owner's Conveyance. Nothing herein shall prohibit or limit Purchaser from contesting or challenging the validity or amounts of any real property tax. Purchaser may contest or challenge the validity or amount of any such tax provided such challenge or contest is taken in accordance with applicable law and within a reasonable time.

3.13 Certificate of Completion.

3.13.1 When Purchaser is Entitled to Certificate of Completion. Upon satisfactory completion (as defined below) of the Project, Owner will furnish Purchaser with a Certificate of Completion, substantially in the form attached hereto as **Exhibit C**. The Project will be deemed to be satisfactorily complete when the City has issued a permanent Certificate of Occupancy or its equivalent with respect to the Project.

3.13.2 Meaning and Effect of the Certificate of Completion. The Certificate of Completion will represent the Owner's conclusive determination that Purchaser has satisfactorily completed the construction required by Purchaser under this Agreement, and will so state. It shall provide for termination of construction obligations under this Agreement and limitation of remedies of the Owner as expressly provided for therein. The Certificate of Completion will not constitute evidence of compliance with or satisfaction of any obligation of Purchaser to any holder of any Mortgage, or any insurer of Mortgage securing money loans financing improvements or any part thereof, nor will it constitute a certificate of occupancy or evidence thereof under the building permit or City codes. After issuance of the Certificate of Completion, neither Owner nor any other person will have the rights, remedies or controls with respect to the Project that it would otherwise have had or been entitled to exercise under this Agreement; provided, however, that the indemnities and obligations set forth in Sections 1.10, 1.11, 3.6, 3.7, 3.8, 4, 8, 9, and 10, shall survive issuance and recordation of the Certificate of Completion.

3.13.3 Form of Certificate of Completion; Procedure Where Owner Refuses to Issue. A Certificate of Completion shall be in a form that can be recorded in the real property records of Lane County. If Owner refuses or fails to provide a Certificate of Completion in accordance with this Section, then Owner, within fifteen (15) days after written request by Purchaser for such Certificate of Completion, shall provide Purchaser with a written statement indicating in detail in what respects Purchaser has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default and what measures or acts

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Purchaser must take or perform to obtain such Certificate of Completion. Upon receipt of such detailed statement from Owner, Purchaser shall complete the improvements and/or cure the alleged default in a manner responsive to the stated reasons for disapproval. The Owner's failure to furnish Purchaser with a detailed written statement under this Section within such fifteen (15) day period shall be deemed the Owner's approval of Purchaser's request for the Certificate of Completion. Owner will not unreasonably withhold, condition or delay the Certificate of Completion.

3.13.4 Recording of Certificate of Completion. Purchaser shall promptly record the Certificate of Completion in the Lane County Recorder's Office. After recordation of the Certificate of Completion, any party then owning or thereafter purchasing, leasing or otherwise acquiring any Interest in the Property will not (because of such ownership, purchase, lease or acquisition), incur any obligation or liability under this Agreement except as otherwise provided this Agreement.

4. INDEMNITY AFTER CONVEYANCE

4.1 Environmental Indemnification.

4.1.1 Each Party shall comply with all Environmental Laws with respect to its construction and any of its related demolition for the Project, its business and the operation of the Project from and after the date of the Conveyance. Each Party shall defend, indemnify and hold harmless the other Parties, their successors and assigns, against any and all damages, claims, losses, liabilities and expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses which may be imposed on or incurred by the other Parties, their successors or assigns, or asserted against the other Parties, their successors or assigns, by any other party or parties, including, without limitation, a governmental entity, arising out of or in combination with any violation of Environmental Laws by the indemnifying Party, except to the extent caused by the negligence of the other Parties or the falsity of the other Parties' representations and warranty set forth in Section 1.10.1.

4.1.2 The indemnities set forth in Section 4.1 shall survive both Closing and the issuance of the Certificate of Completion in perpetuity, but shall not limit any rights of contribution that the Parties may have against others under applicable Laws or agreement. The indemnities are intended only as an allocation of responsibility between the parties to this Agreement.

5. ASSIGNMENT PROVISIONS.

5.1 No Assignment.

5.1.1 Because Owner is a municipal corporation with authority to acquire, possess and dispose of real property, Owner is uniquely benefited by completion of the Project. Purchaser is uniquely qualified to construct and manage the Project. Subject to Section 5.1.2, this

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Section 5.1 shall apply to transfers that become effective prior to the issuance by Owner of a Certificate of Completion. Except as provided in Section 5.2, Purchaser shall not partially or wholly dispose of, assign, or agree to dispose of or assign Purchaser's Interest in or obligations under this Agreement without the prior written approval of the Owner, to be granted in the Owner's discretion. Owner may require as absolute conditions to such approval that:

5.1.1.1 The transfer or assignment is not in violation of other provisions of this Agreement; and

5.1.1.2 Any proposed transferee or assignee shall: (1) have qualifications and financial responsibility equal to or superior to those of Purchaser, as determined by the Owner in its sole discretion; (2) assume without limitation all obligations of Purchaser set forth in this Agreement; and (3) have Purchaser's guarantee of transferee's/assignee's performance hereunder in a form reasonably satisfactory to the Owner; and

5.1.1.3 The transfer or assignment will not cause a material delay in the completion of the Project and will not change the final Construction Plans and Specifications or character of the Project.

5.1.2 This prohibition will not apply to any of the following: (1) any contract permitting the operation of a food truck on Property entered into prior to the issuance of a Certificate of Completion, provided no Property interest is conveyed prior to the issuance of the Certificate of Completion; and (2) sale of the Property at foreclosure (or a Conveyance of the Property in lieu of foreclosure) pursuant to foreclosure thereof by a lender.

5.1.3 The provisions of this Agreement (including, without limitation, this Section) will not prevent the granting of easements, licenses or permits to facilitate the development of the Property consistent herewith.

5.1.4 Purchaser shall not be relieved of its obligations under this Agreement by reason of such permitted transfer unless expressly agreed to in writing by the Owner.

5.2 [RESERVED]

5.3 Transfers after Completion; Surviving Obligations. Subject to transferee's assumption of all Purchaser obligations remaining under this Agreement after Owner's issuance of a Certificate of Completion, Purchaser may transfer its Interest or portions of its Interest in the Property without restriction, consent or approval by Owner, provided, however, that if Purchaser elects to sell the Property within the five (5) years following Owner's issuance of the Certificate of Completion, Purchaser shall notify Owner of its intent to transfer all or a part of its Interest in the Property.

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6. ASSISTANCE BY OWNER

6.1 City of Veneta Assistance

6.1.1 General Assistance. The City will assist Purchaser in obtaining the approvals from the City Community Development Department necessary to commence construction and complete the Project as set forth in this Agreement. The Parties understand and agree that the City cannot guarantee such approvals, but the City shall use reasonable efforts in working with the City and any other parties necessary to accomplish the Project.

7. [RESERVED]

8. PERMITTED MORTGAGES

8.1 Property May Not Be Used as Collateral for Debt. Purchaser may not use or offer the Property as collateral to secure debt or otherwise encumber the Property until after a Certificate of Completion for the Project has been issued.

8.1.1 [RESERVED]

8.1.2 [RESERVED]

8.1.3 [RESERVED]

8.1.4 [RESERVED]

8.1.5 [RESERVED]

8.1.6 Right of Owner to Cure Mortgage Default. In the event Purchaser breaches this Agreement by allowing a lien or encumbrance to be recorded against the Property and defaults on the encumbrance or fails to timely satisfy a lien, then Owner will have the option to cure the default prior to foreclosure. Owner may, in its discretion, cure the default prior to completion of foreclosure. In such event, Purchaser will reimburse Owner for all reasonable and proper costs and expenses incurred by Owner in curing such default including interest in the amount of six percent (6%) per annum. Owner will also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien will be subject and subordinate to the construction-financing Mortgage.

8.1.7 Right of Owner to Satisfy Other Liens on the Site After Title Passes. At any time between Conveyance of title and issuance of a Certificate of Completion, if Purchaser has received written notice from Owner that there exist liens or encumbrances on the Property which are not permitted under this Agreement, and if Purchaser has failed after a reasonable time to challenge, cure, adequately bond against, or otherwise satisfy such liens or encumbrances, Owner may, but has no obligation to, satisfy such liens or encumbrances. In the event Owner

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satisfies any such lien or encumbrance, Purchaser will reimburse Owner in the amount of the payment by Owner plus interest in the amount of six percent (6%) per annum. Any such payment by Owner will not remedy Purchaser's default under this Agreement for failure to satisfy such lien or encumbrance. However, nothing in this Agreement requires Purchaser to pay or make provision for the payment of any tax, assessment, lien or charge so long as Purchaser in good faith contests the validity or amount thereof, and so long as such delay in payment does not subject the Property to forfeiture or sale.

8.1.8 [RESERVED]

9. DEFAULT; REMEDIES

9.1 Default and Cure.

9.1.1 Default by Purchaser. A default shall occur if, after all conditions precedent to Closing have been met or waived for the Project, Purchaser breaches any material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Purchaser receives written notice from Owner specifying the breach. Failure of conditions precedent shall not constitute a default but any such failure shall be subject to Section 1.9.4. In the case of a breach, which cannot with due diligence be cured within a period of thirty (30) days, a default shall occur without further notice from Owner if Purchaser does not commence the cure of the breach within thirty (30) days after Purchaser receives written notice from Owner and thereafter diligently prosecute to completion such cure.

9.1.1.1 A default also shall occur if Purchaser makes any assignment for the benefit of creditors, or is adjudicated as bankrupt, or has a receiver, trustee or creditor's committee appointed over it that is not removed within one hundred eighty (180) days after appointment.

9.1.1.2 A default shall occur, and Owner shall be irreparably harmed by such default, if Purchaser or its assignee constructs any portion of the Project in a manner materially inconsistent with Owner-approved plans. Purchaser shall not be in default hereunder for failure to pay any tax, assessment, lien or other charge, if Purchaser in good faith is contesting the same and, if necessary to avoid foreclosure, has furnished an appropriate bond or other undertaking to assure payment in the event Purchaser's contest is unsuccessful.

9.1.1.3 A default shall occur if Purchaser breaches any material provision of this Agreement and such breach continues and is not remedied within thirty (30) days after Purchaser receives written notice from Owner specifying the breach or, in the case of a breach which cannot with due diligence be cured within a period of thirty (30) days, if Purchaser shall not within such thirty (30) day period commence the cure of the breach and thereafter diligently prosecute to completion such cure.

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9.1.2 Default by Owner. A default shall occur if Owner breaches any material provision of this Agreement, and such breach continues and is not remedied within thirty (30) days after Owner receives written notice from Purchaser specifying the breach or, in the case of a breach which cannot with due diligence be cured within a period of thirty (30) days, if Owner shall not within such thirty (30) day period commence the cure of the breach and thereafter diligently prosecute to completion such cure.

9.2 Owner's Pre-Conveyance Remedies. If Purchaser defaults in any material term of this Agreement before any of the Property is conveyed to Purchaser, Owner may, at its option: (i) terminate this Agreement by written notice to Purchaser, without waiving any cause of action Owner may have against Purchaser; (ii) specifically enforce the obligations of Purchaser under this Agreement; and (iii) seek monetary damages against Purchaser. If Owner terminates this Agreement as provided in this Section 9.2, then Purchaser shall deliver to Owner within thirty (30) days after such termination, copies of all Project market research, design documents, engineering documents, pro forma and financial projections prepared by Purchaser or for Purchaser by unrelated third parties; and design and construction contracts may be used by Owner in any manner that Owner deems appropriate with the consent of any Party having approval rights thereunder.

9.3 Restoration. If, prior to acquiring the Property, Purchaser performs any construction activities on the Property and Purchaser fails to acquire the Property, Purchaser agrees to restore the Property to substantially the condition that existed prior to the time that Purchaser performed any activities thereon or to such other condition that Owner reasonably approves in writing.

9.4 Post-Conveyance Remedies.

9.4.1 Failure of Purchaser to Complete Construction. If, by the date designated in Section 3.4, (subject to any extensions pursuant to Section 3.4 and subject to Section 9.9), Purchaser fails to obtain the required Certificate of Completion because of Purchaser's failure to take the actions required under Section 3, then the Owner shall have the following remedies, which remedies shall not be exclusive of any other available at law or equity or hereby granted to the Owner:

9.4.1.1 Reversion, Right of Reentry, and Reconveyance. Subject to the rights of Mortgagees and other parties holding Interests in the Project, the Owner has the right to re-enter and take possession of the Property that was not timely completed, and to terminate (and re-vest in City) the estate conveyed by the Deed for the Property, and to terminate Purchaser's right to develop the Project, and to provide City with the right to resell the Property pursuant to Section 9.5, it being the intent of this provision together with other provisions of this Agreement that the Conveyance to Purchaser shall be made upon, and that the Deed to the Property shall provide for, a condition subsequent to the effect that in the event of default by Purchaser and Purchaser's failure to remedy, end or abrogate such default, within the period and in the manner stated, then the

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Owner, at its option, may, upon sixty (60) days' written notice (hereinafter "**Notice of Termination**") to Purchaser and the Escrow Agent and payment into Escrow of an amount set per Section 9.5, declare a termination in favor of the Owner of the title and of all the rights, title and Interest in the Property conveyed to Purchaser and any assigns or successors in Interest, the Property shall be reconveyed to City by Quitclaim Deed, pursuant to the Escrow Instructions in **Exhibit F**.

9.4.1.2 Purchaser shall provide Owner with any work product related to the Project produced by Purchaser and/or any third parties for Purchaser within thirty (30) days. Nothing in this Section shall obligate Purchaser to disclose matters protected by the attorney-client privilege.

9.5 Reversion.

9.5.1 Owner Reimbursement. Owner shall pay into Escrow the Purchase Price in Section 1.4 and the summed total of Agency-approved matching grants (Purchaser's match) for the Project up to \$250,000.00, representing the Purchaser's development equity, minus amounts required to reimburse Owner for any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property at the time of reversion of title thereto in City or to discharge or prevent such encumbrances or liens from attaching or being made; any subsequent encumbrances or liens due to obligations, defaults, or acts of Purchaser, its successors or transferees; any expenditures or obligations required to complete Purchaser's improvements or any portion thereof on the Property; any amounts owed to the City as lease or license fees; and any amounts otherwise owing Owner by Purchaser and its successor or transferee.

9.5.2 Purchaser Reimbursement. City shall pay the Escrow remainder to reimburse Purchaser, its successor or transferee, for (a) the Purchase Price and (b) the Owner-approved development costs incurred by Purchaser.

9.5.3 City's Resale. If title to Property shall revert in the Owner in accordance with the provisions of Section 9.4 and this 9.5, Owner may, at its option, bring the improvements to a state of completion deemed by Owner as reasonably necessary to protect it from the elements or other dangers. This remedy is not intended to prohibit the Owner from making more extensive improvements in furtherance of the Project should Property revert in City.

9.6 Purchaser's Pre-Conveyance Remedies. If the Owner fails to perform any obligation under this Agreement, Purchaser may, at its option: (i) terminate this Agreement by written notice to the Owner without waiving any cause of action Purchaser may have against the Owner; (ii) specifically enforce the obligations of the Owner under this Agreement; and (iii) seek monetary damages against the Owner.

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9.7 Purchaser's Post-Conveyance Remedies. In the event of the Owner's material default after the Owner conveys the Property to Purchaser, Purchaser may specifically enforce the obligations of Owner under this Agreement, and seek monetary damages against Owner.

9.8 Nonexclusive Remedies. The rights and remedies provided by this Agreement shall not be deemed exclusive, except where otherwise indicated, and shall be in addition to any and all rights otherwise available at law or in equity. The exercise by either Party of one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or of any of its remedies for any other default by the other Party, including, without limitation, the right to compel specific performance and to seek monetary damages. Any limitation of remedies set forth herein does not limit or affect the obligations of a Party under any contractual indemnities set forth herein.

9.9 Force Majeure.

9.9.1 Neither a Party nor Party's successor in Interest shall be considered in breach of or in default with respect to any obligation created hereunder or progress in respect thereto if the delay in performance of such obligations (the "**Unavoidable Delay**") arises from acts of God, acts of the public enemy, fires, acts of the other Party, floods, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or wrongful acts of the owner or occupants of property adjoining the Property, provided that the aforesaid causes were not foreseeable, were beyond that Party's control and did not result from the fault or negligence of the Party, and provided further that the Party has taken reasonable precautions to prevent further delays owing to such causes.

9.9.2 It is the purpose and intent of this provision that, in the event of the occurrence of any such Unavoidable Delay, the time or times for performance of the obligations of the Owner or Purchaser, as the case may be, shall be extended for the period of the Unavoidable Delay; provided, however, that the Party seeking the benefit of this Section shall, within ten (10) days after the Party becomes aware of the causes of any such Unavoidable Delay, notify the other Party in writing of the cause or causes of the delay and the estimated time of correction.

10. MISCELLANEOUS PROVISIONS

10.1 Project Managers.

City of Veneta: **Matt Michel, City Administrator**

Purchaser: **Stephanie Freeman Smith, Partner
Smith Fitness Properties, LLC**

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10.2 Notice.

10.2.1 Any notice or communication under this Agreement by any Party to the other shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by registered or certified U.S. mail; postage prepaid, return receipt requested, or (b) when received if personally delivered, and:

10.2.2 In the case of a notice or communication to Purchaser, addressed as follows:

Purchaser:

Smith Fitness Properties LLC
Attention: Jason Smith, Member
25911 Fleck Road
Veneta, OR 97487
Telephone: (541) 954-1847
Email: wlf.jsmith@gmail.com

10.2.3 [RESERVED]

10.2.4 In the case of a notice or communication to the City, addressed as follows:

City of Veneta
P.O. Box 458
Veneta, OR 97487

with a copy to:

Office of City Attorney
Attn: Carrie Connelly
Local Government Law Group
975 Oak Street, Suite 700
Eugene, OR 97401
Phone: (541) 485-5151
Fax: (541) 485-5168
Email: chc@localgovtlaw.com

or addressed in such other way in respect to either Party as that Party may, from time to time, designate in writing dispatched as provided in this Section. Notice given in any other manner shall be effective upon receipt by the Party for whom the same is intended.

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10.3 Discrimination. Purchaser covenants, for itself and its successor and assigns, that during the term of this Agreement and construction of the Project, it will not discriminate against any employee or applicant for employment on account of race, color, creed, religion, age, gender, sex, sexual orientation, marital status, national origin, ancestry or disability, and shall comply with the applicable requirements of 49 CFR Parts 26.7, 27.7, 27.9(b) and 37. Purchaser further covenants, for itself and its successors and assigns, that it will not discriminate against or segregate any person or group of persons in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property on account of race, color, creed, religion, age, gender, sex, sexual orientation, marital status, national origin, ancestry or disability, nor will Purchaser itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, or others in connection with the Property. The foregoing covenant will run with the land.

10.4 Equal Employment Opportunity. Purchaser must comply with all applicable provisions of Federal or state statutes and regulations and City ordinances concerning equal employment opportunities for persons engaged in the Project.

10.5 [RESERVED]

10.6 Effect of Covenants. The covenants established in this Agreement and the Deed(s) shall, without regard to technical classification and designation, be binding on and for the benefit of the City, Purchaser and Purchaser's successors and assigns, and any successors in Interest to the Property or any part thereof. After issuance of the Certificate of Completion pursuant to Section 3.13, all of the terms, covenants, agreements and conditions set forth in this Agreement will cease and terminate, and except for those terms, covenants and use limitations that, by their terms, are expressly intended to survive after the Certificate of Completion is issued. Upon Purchaser's or a Mortgagee's request, a release shall be executed by the Owner and recorded at Purchaser's expense releasing the Property from the covenants of this Agreement that do not survive the Certificate of Completion.

10.7 Public Communication. The Parties agree that all public communications concerning the Project, e.g., press releases or information provided to the press and all substantive discussions with public agencies having jurisdiction over the Property or the Project, will be undertaken jointly by the Owner and Purchaser and shall be subject to the prior approval of the Owner and Purchaser. However, nothing in this Section 10.7 shall prohibit Purchaser from participating in any discussions in connection with preparation for hearings before public agencies or other discussions with public agencies, if the Owner is not present and if the Owner is given notice of the proposed meetings and opportunity to attend them.

10.8 Non-Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any Deed transferring title to the Property from Owner to Purchaser or any

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successor in Interest, and any such Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

10.9 Headings; Interpretation of Agreement. Titles of the Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. All Parties having had the opportunity to consult with an attorney regarding this Agreement, the Parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the Party that drafted the ambiguous provision.

10.10 Waivers. No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver. No waiver by the Owner or Purchaser of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

10.11 Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorney, paralegal, accountant, and other expert fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge at trial or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorney fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

10.12 Choice of Law. This Agreement shall be governed by Oregon law, without resort to any jurisdiction's conflicts of law principles, rules or doctrines.

10.13 Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Lane County, or the United States District Court for the District of Oregon in Portland, Oregon. The parties agree to submit to the jurisdiction of these courts.

10.14 Time of Essence. Time is of the essence of this Agreement. All obligations of the Owner and Purchaser to each other are due at the time specified by the Agreement, as the same may be extended by mutual agreement of the parties in writing.

10.15 Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls

12/21/23

on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or legal holiday.

10.16 Construction. In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

10.17 Legal Purpose. Purchaser agrees that it shall construct the Project in compliance with all applicable Laws and regulations and shall use the Project solely for lawful purposes.

10.18 Severability; Survivability. If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. All provisions concerning indemnity survive the termination of this Agreement for any cause.

10.19 Entire Agreement. Except for Agreements specifically referenced herein, this Agreement and the exhibits and attachments hereto are the entire agreement between the Parties. There is no other oral or written agreement between the Parties with regard to this subject matter. There are no oral or written representations made by either Party, implied or express, other than those contained in this Agreement.

10.20 Amendments and Modifications. Any modifications to this Agreement shall be made in writing and executed by all Parties.

10.21 Successors and Assigns. Subject to the provisions of Section 5, the benefits conferred by this Agreement, and the obligations assumed thereunder, shall inure to the benefit of and bind the successors and assigns of the Parties.

10.22 No Partnership. Nothing contained in this Agreement or any acts of the Parties hereby shall be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the Parties.

10.23 No Construction Contract. The Owner is neither the contractor nor the developer of the Project. This Agreement is not intended to be a contract that provides for the construction by the Owner of the Project, either directly with a construction contractor or through Purchaser. The rights and duties of Purchaser, the general contractor and the subcontractors are or will be the subject of a separate contract or contracts to which the Owners is not a party.

10.24 Non-Waiver of Government Rights. By making this Agreement and delivery of the Deed, the City is specifically not obligating itself, or any other agency with respect to any discretionary action relating to development approvals or regulation of the construction or operation of the improvements to be constructed on the Property, including but not limited to

12/21/23

condemnation, rezoning, variances, environmental clearances or any other governmental approvals which are or may be required, except as otherwise expressly set forth herein.

10.25 Approvals. Whenever consent or approval by the Owner is required under the terms of this Agreement, all such consents or approvals shall be provided in writing by the Owner's Project Managers, unless specifically noted. Except as set forth in Section 1.9.3.1, whenever consent or approval by any Party is required under the terms of this Agreement, all such consents or approvals shall not be unreasonably conditioned, withheld or delayed.

10.26 Time for Approvals. Where this Agreement requires the approval of a Party, said Party will approve or disapprove within ten (10) business days after receipt of the material to be approved, except where a longer or shorter time period is specifically provided to the contrary. Failure by a Party to approve or disapprove within said period of time shall be deemed approval. Any disapproval shall state in writing the reasons for such disapproval. Except when specifically set forth as subject to Owner's "sole discretion," approvals will not be unreasonably conditioned, withheld or delayed.

10.27 Conflicts of Interest; Owner's Representatives Not Individually Liable. No elected official, officer, director or employee of the Owner shall have any personal Interest, direct or indirect, in the Agreement, nor shall any such elected official, officer, director, or employee participate in any decision relating to the Agreement which affects his or her personal Interest or the Interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No elected official, officer, director or employee of the Owner or Purchaser shall be personally liable, in the event of any default or breach by the Owner or Purchaser or for any amount, which may become due on any obligations under the terms of the Agreement.

10.28 Compliance with Federal Laws. The Parties agree to comply with the terms of Internal Revenue Code Section 1445.

10.29 Recording of Memorandum of Agreement; Amended Memorandum of Agreement. Owner shall record a Memorandum of this Agreement on the Closing Date in accordance with Section 1.9.3.7. The form of the Memorandum of Agreement is attached as **Exhibit E** to this Agreement. When Owner issues to Purchaser a Certificate of Completion or if the Agreement is terminated, the Parties shall cooperate to promptly record an Amended Memorandum of Agreement to reflect the surviving covenants of this Agreement.

10.30 Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a party being given "sole discretion" or being allowed to make a decision in its "sole judgment."

12/21/23

10.31 No Third-Party Beneficiaries. No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

10.32 ZONING AND LAND USE STATUTORY DISCLAIMER.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

12/21/23

IN WITNESS WHEREOF, the parties executed this Agreement with the intent that it be effective as of the Effective Date.

City of Veneta,

An Oregon municipal corporation

By: *M. J. Michel*
 Matt Michel, City Administrator

Date: 12/27/23

Smith Fitness Properties, LLC

By: *J. Smith*

Its: President

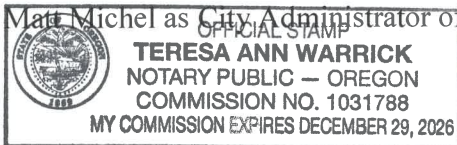
Date: 12/27/23

State of Oregon)

) ss.

County of LANE)

This instrument was acknowledged before me on December 27, 2023, by,
 Matt Michel as City Administrator of the City of Veneta.



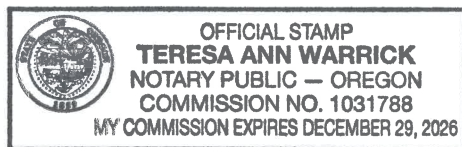
Teresa Ann Warrick
 Notary Public - State of Oregon
 My Commission Expires: 12-29-26

State of Oregon)

) ss.

County of Lane)

This instrument was acknowledged before me on December 27 2023 by
Jasm Smith, the President of Smith Fitness Properties, LLC.



Teresa Ann Warrick
 Notary Public - State of Oregon
 My Commission Expires: 12-29-26

12/21/23

Exhibit A - Property

Legal Description

Real property in the County of Lane, State of Oregon, described as follows:

PARCEL III:

**LOTS 1, 2, 7 AND 8, BLOCK 3 OF VENETA, AS PLATTED AND RECORDED IN BOOK 7,
PAGE 4, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.**

12/21/23

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12/21/23

Exhibit B
Form of Deed

**Until a change is requested,
send all tax statements to:**
Smith Fitness Properties, LLC
PO Box 849
Veneta, OR 97487

After recording return to:

Statutory Bargain and Sale Deed

City of Veneta, Grantor, conveys to Smith Fitness Properties, LLC, Grantee, the following-described real property (Property):

PARCEL III:

LOTS 1, 2, 7 AND 8, BLOCK 3 OF VENETA, AS PLATTED AND RECORDED IN BOOK 7, PAGE 4, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

True consideration for this Conveyance is \$174,240.00.

This Deed is subject to all covenants, restrictions, and agreements of record, which by this reference are incorporated herein, as though such covenants, restrictions, and agreements were fully set forth in this Deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST

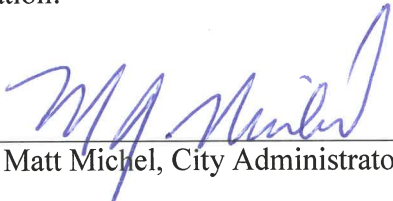
12/21/23

PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this 27th day of December, 2023

GRANTOR:

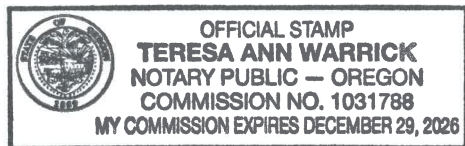
City of Veneta, an Oregon municipal corporation:


By: 
Matt Michel, City Administrator

Date: 12/23/23

State of Oregon)
) ss.
County of Lane)

This instrument was acknowledged before me on December 27, 2023 by, Matt Michel as City Administrator of the City of Veneta.




Notary Public - State of Oregon
My Commission Expires: 12-29-26

12/21/23

Exhibit C
CERTIFICATE OF COMPLETION

The City of Veneta, an Oregon municipal corporation (the "City"), (referred herein as "Owner"), and Smith Fitness Properties, LLC, an Oregon limited liability company ("Purchaser"), hereby certify that Purchaser has satisfactorily completed construction of the Project as described in the Agreement for Disposition and Development of Real Property, dated December __, 2023 (the "Agreement"), governing the title transfer, future development and use of the real Property (the "Property") located in Lane County, Oregon. The Property is more particularly described as:

PARCEL III:

LOTS 1, 2, 7 AND 8, BLOCK 3 OF VENETA, AS PLATTED AND RECORDED IN BOOK 7, PAGE 4, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

A Memorandum of Agreement was recorded in the deed records of Lane County, Oregon as Document No. _____ on December __, 2023. Capitalized terms used herein without definition shall have the meaning ascribed to them in the Agreement.

1. Pursuant to Section 3.13 of the Agreement, Owner and Purchaser hereby certify that:
 - 1.1 The City of Veneta Building Department has issued Purchaser a permanent Certificate of Occupancy for the Project.
2. This Certificate of Completion is and shall be a conclusive determination of the satisfaction of all of the agreements, covenants and conditions contained in the Agreement with respect to the obligations of Purchaser, its successors and assigns, as to the construction of the Project, and such obligations are hereby deemed satisfied. This Certificate represents and certifies the completion of Purchaser's construction obligations described herein as to Owner, pursuant to the Agreement only, and not as to City of Veneta Land Development Ordinance, obligations and requirements, or other regulations or Laws of general applicability.
3. Any party acquiring or leasing any portion of the Project shall not (because of such purchase or lease) have any obligation under the Agreement with respect to the construction of the Project.
4. Other than its right to enforce the Surviving Sections, Owner shall hereafter have, or be entitled to exercise, no rights or remedies or controls that they may otherwise have been entitled to exercise under the Agreement with respect to the construction of the Project, or

12/21/23

as a result of a default in or breach of any provisions of the Agreement relating to construction by Purchaser, or by any successors in Interest or assigns of Purchaser.

IN WITNESS WHEREOF, Owner and Purchaser have caused this instrument to be executed this _____ day of _____, 20__.

City of Veneta, an Oregon municipal corporation

By: _____
Matt Michel, City Administrator

Date: _____

TBD

By: _____

Its: _____

Date: _____

State of Oregon)
) ss.
County of LANE)

This instrument was acknowledged before me on _____, 20__, by, Matt Michel as City Administrator of the City of Veneta.

Notary Public - State of Oregon
My Commission Expires: _____

State of Oregon)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20__, by _____, the _____ of TBD.

Notary Public - State of Oregon
My Commission Expires: _____

Exhibit D
SCOPE OF DEVELOPMENT
Purchaser's Bid to Renovate the Property at 24993 West Broadway,
Veneta, OR

Renovation Bid for The Attic [xx] = hours of labor \$= bid price per job

Interior Wall Covering

- Remove all interior wall covering down to studs. [100]
- Remove all insulation. [36]

Exterior wall covering (including above the front porch)

- Remove all exterior wall coverings down to the last layer (leave last layer, it should be 1x12 on diagonal). [240]
- Put on a new rim joist and secure it to help hold the floor joists as they will be cut off inside the crawl space (very short). [36]

Floor

- Remove the floor and subfloor down to joists. [160]
- Remove the hoists except under the walls (as able). [48]
- Remove post + beams (as able) to make room for an excavator to dig out a crawl space. [48]
- Re-pour concrete pads for new post + beams. [120]
- Install new post + beams, new joists, new subfloor, new insulation, new flooring. [360]

Interior walls

- Reframe for new windows, doors, wall openings, etc. [120]
- Thicken the interior studs x 1.5" for thicker insulation. [48]

Windows, door, trim

- Install new windows, install new doors, install new trim (door/window/floor/etc.) [120]

Remove Two Chimneys

- Remove both chimneys and seal the metal roof at both locations. [120]

Trim the Oak Tree on the North Side of the Building

- Trim the limbs from the side of the oak tree that the building is on, remove debris. \$2,000.00

Attachment 2 . "The Attic" Development and Disposition (DDA) Agreement

Front porch roof

- Repair the front porch roof main beam, underlayment, trusses, and add a fascia. [0]
- Cover the underside with T111 no groove plywood, trim, caulk, paint. [160]

Front Doors

- Repair + replace the front doors + replace the front doors and windows as needed (lots of lead-based paint) \$10,000.00

Remove cedar shingles under the metal roof

- Remove ridge cap.
- Remove metal roofing.
- Remove cedar shingles. [160]
- Replace the metal roofing.
- Replace the ridge cap.
- Some metal repair will be necessary.

Other

- New electrical. \$60,000
- New plumbing. \$60,000
- New HVAC. \$55,000
- Lead based paint & asbestos testing. \$3,000
- Lead based paint removal, asbestos removal and disposal. \$10,000
- Excavate crawl space to 4' below joists. \$40,000
- Put a small excavator inside the building to dig down 4' below the bottom of joists.
- Move the material out of building with 2 bobcat loaders.
- Reload the material into dump trucks to be disposed of.

Materials, Permits, Planning

- Material cost (not including subcontractors) \$125,000.00
- Fees, tests, permits \$50,000.00
- Architect, Engineering + Plans \$15,000.00

TOTAL

\$547,250.00

Disclaimer- All of these estimates are based off of the May 2022 economy and are subject to change based off of material and wage costs.

Exhibit E

**MEMORANDUM OF AGREEMENT FOR THE DISPOSITION AND
DEVELOPMENT OF REAL PROPERTY**

THIS MEMORANDUM OF AGREEMENT FOR DISPOSITION AND DEVELOPMENT OF REAL PROPERTY ("Memorandum") shall serve as notice to all persons that the City of Veneta, an Oregon municipal corporation (the "City"), (referred to herein as "Owner"), and Smith Fitness Properties, LLC ("Purchaser"), entered into an Agreement for Disposition and Development of Real Property dated December __, 2023 ("Agreement"), governing the title transfer, future development and use of the real Property (the "Property") located in Lane County, Oregon. The Property is more particularly described as:

PARCEL III:

**LOTS 1, 2, 7 AND 8, BLOCK 3 OF VENETA, AS PLATTED AND RECORDED IN BOOK 7,
PAGE 4, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.**

Among other things, the Agreement requires the Owner to convey the Property to Purchaser upon the satisfaction of certain conditions precedent, and requires Purchaser to construct and complete certain infrastructure and Project improvements on the Property within two years of the Effective Date of the Agreement, as more particularly set forth in the Agreement (the "Project").

As a condition subsequent to the Property Conveyance, in the event of a default by Purchaser before the Owner issues a Certificate of Completion, Owner shall have the option, upon thirty (30) days' written notice ("Notice of Termination") to Purchaser and Escrow Agent, to declare a termination in favor of Owner of all the title, rights and Interests of Purchaser in the Property. After delivery of such Notice of Termination and in the event Purchaser fails to remedy, end or abrogate such default within the thirty (30) day period in the manner stated in the Notice of Termination, Purchaser shall reconvey the Property to the Owner by Quitclaim Deed, pursuant to the Escrow Instructions in **Exhibit F** attached to the Agreement. After a Certificate of Completion is recorded as to the Project, Owner shall thereafter have, or be entitled to exercise, no rights or remedies or controls that it may otherwise have been entitled to exercise under the Agreement with respect to the construction of the Project, or as result of a default in or breach of any provisions of the Agreement by the Owner, or by any successors in Interest or assigns of Purchaser, except as set forth in those Surviving Sections described in the Agreement and Certificate of Completion.

This Memorandum has been executed, acknowledged, and recorded solely for the purpose of providing notice of the Agreement and shall not itself be interpreted as a Conveyance of that certain Property described above. If any inconsistency or conflict arises between the provisions of this Memorandum and the Agreement, the terms of the Agreement shall control.

Other property or value was part of the whole consideration given for the Property Conveyance referenced herein.

Attachment 2 . "The Attic" Development and Disposition (DDA) Agreement

Owner and Purchaser execute this Memorandum to acknowledge being bound by the Agreement and to provide record notice of the Agreement to third parties.

IN WITNESS WHEREOF, Owner and Purchaser have caused this instrument to be executed this 27th day of December 2023.

City of Veneta, an Oregon municipal corporation

By: [Signature]
Matt Michel, City Administrator

Date: 12/27/23

Smith Fitness Properties, LLC

By: [Signature]

Its: President

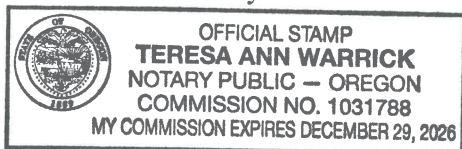
Date: 12/27/23

State of Oregon)

) ss.

County of LANE)

This instrument was acknowledged before me on December 27, 2023 by,
Matt Michel as City Administrator of the City of Veneta.



Teresa Ann Warrick

Notary Public - State of Oregon

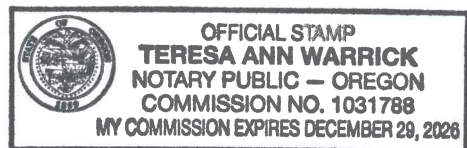
My Commission Expires: 12-29-26

State of Oregon)

) ss.

County of Lane)

This instrument was acknowledged before me on December 27, 2023, by Jasmi Smith
the President of Smith Fitness Properties, LLC.



Teresa Ann Warrick

Notary Public - State of Oregon

My Commission Expires: 12-29-26

Exhibit F

Escrow Instructions – Reconveyance

ESCROW INSTRUCTIONS FOR QUITCLAIM DEED

Western Title & Escrow Company
497 Oakway Road
Suite 340
Eugene, OR 97401

Attn: _____ Escrow Officer

Re: Escrow No. [_____]

Smith Fitness Properties, LLC, an Oregon limited liability company (the “**Developer**”), entered into that certain (1) AGREEMENT FOR DISPOSITION AND DEVELOPMENT OF REAL PROPERTY (the “**DDA**”) and (2) MEMORANDUM OF AGREEMENT FOR DISPOSITION AND DEVELOPMENT OF REAL PROPERTY, recorded _____, 20[___], at Fee Number _____, Records of Lane County, Oregon, whereby the City of Veneta, a municipal corporation (“**City**”), conveyed to Developer the real property situated in the county of Lane and state of Oregon and described in Attachment 1, attached hereto and incorporated herein by this reference (“**Property**”), together with all easements, covenants, restrictions, conditions and encumbrances described in Attachment 2, attached hereto and incorporated herein by this reference (the “**Permitted Exceptions**”). Capitalized terms used herein without definition shall have the meanings ascribed to them in the DDA.

Subsection 9.4 of the DDA provides that, under certain circumstances, the City is entitled to re-entry and reconveyance by Quitclaim Deed and pursuant to the Escrow Instructions. The original, fully-executed Quitclaim Deed is enclosed herewith. This document constitutes those Escrow Instructions and is for the purpose of irrevocably instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from City a notice (“**Reconveyance Notice**”) signed by the City, certifying that a copy of the Notice of Termination (defined below) has been delivered concurrently to Developer and certifying that the DDA has been terminated as described in the Quitclaim Deed and that the title to the Property shall revert in City upon the passage of sixty (60) days followed by reentry and termination by City of Developer’s estate pursuant to the DDA (“**Notice of Termination**”), you, at the end of sixty (60) days after receipt of the Reconveyance Notice, shall record the Quitclaim Deed, unless you are within the sixty (60) day period, notified by the City that the City has withdrawn the Notice of Termination, or you are prohibited from recording the Quitclaim Deed by a temporary restraining order, preliminary injunction, or other court order. Nothing in these Escrow Instructions shall prohibit you from initiating an interpleader action in the Lane County Circuit Court and depositing the Quitclaim Deed in such court if you

reasonably determine that there is a dispute over whether City properly gave a Notice of Termination. City and Developer agree, jointly and severally, to defend, indemnify and hold you harmless from all attorney fees and costs you may incur in any interpleader action.

If you are provided with written notice by any lender holding a lien on the Property that such lender desires to receive a copy of any Reconveyance Notice you receive from City hereunder and if such lender provides a notice address to you, then City authorizes you to provide a copy of the Reconveyance Notice to such Lender.

These Escrow Instructions shall remain valid and in force for a period of 24 months following the date that Developer took title to Property, as evidenced by the recording of the Deed from City to Developer, and, if you have not received a Notice of Termination from City within that 24-month period, then you are instructed to return the Quitclaim Deed to Developer.

You are serving as the escrow agent in connection with the original acquisition of Property by Developer from City and this acknowledges that any escrow fee for holding the Quitclaim Deed pursuant to these Escrow Instructions was collected from the parties in that closing escrow and that no additional fee shall be due and owing (exclusive of the agreement of the parties to indemnify you as above provided).

These Escrow Instructions may not be withdrawn or in any way amended, modified or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of and agreement to carry out these instructions as indicated below.

Very truly yours,

Carolyn Connelly, the attorney for the
City of Veneta, an Oregon municipal corporation

Smith Fitness Properties, LLC, an Oregon limited liability company

By: _____
Stephanie Freeman Smith, Member

We received the original of these instructions and agree to act in strict accordance with these instructions:

WESTERN TITLE & ESCROW COMPANY

By: _____
Name: _____
Title: _____
Date: _____, 20[]

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Exhibit F

ATTACHMENT 1

Property Legal Description

PARCEL III:

**LOTS 1, 2, 7 AND 8, BLOCK 3 OF VENETA, AS PLATTED AND RECORDED IN BOOK 7,
PAGE 4, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.**

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Exhibit F

ATTACHMENT 2

(Permitted Exceptions – RESERVED)

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Exhibit F

ATTACHMENT 3

Quit Claim Deed

After Recording Return to:

City of Veneta
P.O. Box 458
Veneta, OR 97487

Until change is requested

Send tax statements to:

City of Veneta
P.O. Box 458
Veneta, OR 97487

QUIT CLAIM DEED

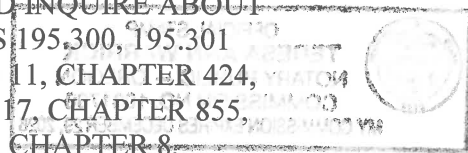
Smith Fitness Properties, LLC, Grantor, releases and quitclaims to City of Veneta, Grantee, all right, title and interest in and to the following described real property:

PARCEL III:

LOTS 1, 2, 7 AND 8, BLOCK 3 OF VENETA, AS PLATTED AND RECORDED IN BOOK 7, PAGE 4, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

The true consideration for this conveyance is made for other than money.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY



ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. (Statement required by ORS 93.040(1).)

GRANTOR:

Smith Fitness Properties, LLC


By: 

Its: President

Date: 12/27/23

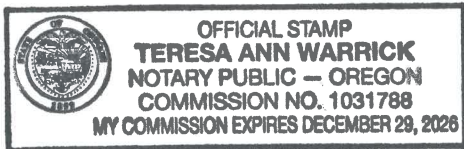
State of Oregon)
) ss.
County of LANE)

This instrument was acknowledged before me on December 27, 2023 by, Jasm Smith the President of Smith Fitness Properties, LLC



Notary Public - State of Oregon

My Commission Expires: 12-29-26



BUSINESS ASSISTANCE COMMITTEE

AGENDA ITEM SUMMARY



TITLE/TOPIC: Proposed Signage Assistance Program Application Packet

Meeting Date: August 29, 2025
Department: Economic Development

Staff Contact: Jacob Thode
Email: Jthode@ci.veneta.or.us
Telephone Number: 541-935-2191

ISSUE STATEMENT

Should the BAC recommend Veneta City Council approve by resolution the proposed Signage Assistance Program Application Packet?

BACKGROUND

On August 18, 2025, the Economic Development Committee recommended Veneta City Council approve of staff's proposed Signage Assistance Program Application Packet upon approval from the Business Assistance Committee.

Staff proposed the following structure for the program:

Program Title: Signage Assistance Program (SAP)

Program Award: 50% matching grant for signage improvements to new or existing commercial property, up to \$1,000.

Program Eligibility:

1. Project is Located Within City Limits
2. Indicates a Demonstration of Need
3. Aligned w/ City Priorities

Program Preferences:

1. Project is Located in the Downtown District
2. Addresses and Improves Visible Urban Blight
3. Demonstrates an Economic Benefit, either supporting commercial or retail development or helps address an identified area of retail leakage.
4. Supports Small and Disadvantaged Business Enterprises

The EDC approved staff's proposals to the program with a few minor adjustments, and the caveat that the BAC approves of all changes before it is recommended to City Council.

The EDC's revisions are as followed:

Program Award: Increase of eligible grant award from \$1,000 to \$2,500

Eligible Businesses: Only existing businesses/signage will be eligible for the program.

Curb Appeal: All businesses who receive an award from the City will maintain their property and the site's "curb-appeal" for a specified duration.

Staff has made the EDC's advised changes to the program, aside from language regarding maintaining curb appeal. Staff is working with the City's Code Enforcement Officer to draft language that the City could act on if proper site maintenance is not met.

It is the committee's decision to recommend adoption of the Signage Assistance Program application packet to City Council, to recommend any changes for the EDC to review, or to not recommend adoption.

RELATED CITY POLICY

Economic Development Five Year Plan – Goal 2.3.2

Economic Development Five Year Plan – 3.2

RELATED CITY DOCUMENTS

Urban Renewal Agency's Redevelopment Toolkit

COMMITTEE OPTIONS

1. Recommend Veneta City Council adopt the Signage Assistance Program application packet, as recommended by the EDC.
2. Recommend Veneta City Council adopt the Signage Assistance Program application packet, with recommended changes [STATE CHANGES].
3. Direct staff to make further changes to the Signage Assistance Program application packet, before returning to the EDC for additional review.
4. Do not recommend Veneta City Council adopt the Signage Assistance Program application packet.

SUGGESTED MOTIONS

"I make a motion to recommend Veneta City Council adopt the Signage Assistance Program application packet, as recommended by the EDC."

ATTACHMENTS

1. Signage Assistance Program Application Packet

CITY OF VENETA

Signage Assistance Program



Purpose

The City of Veneta is proud to offer a Signage Assistance Program to local businesses and nonprofits within Veneta's Urban Growth Boundary. The program aims to encourage new and vibrant signage within the City's downtown district and throughout Veneta's Urban Growth Boundary (UGB).

Applicants must demonstrate a project's anticipated benefit to the community, and preference will be given to projects that anticipate the improvement or removal of urban blight, specifically within the City's downtown. Eligible persons may apply to receive a matching grant from the city, up to \$2,500, for the purpose of replacing or installing new and permanent signage.

Application

Applicants may begin the process to submit a grant by contacting the City's Management Analyst for a preliminary interview. Contact staff in-person at Veneta City Hall, by phone at 541-935-2191, or by email at jthode@venetaoregon.gov

After a preliminary interview, applicants may fill out a grant application form. Grant applications may be submitted in person at Veneta City Hall or **(preferably)** by [email at jthode@ci.veneta.or.us](mailto:jthode@ci.veneta.or.us).

A completed application will be evaluated by the Business Assistance Committee for recommendation to City Council. Veneta City Council has full discretion over the final approval of grant awards.

Grants will only be awarded on a receipt-reimbursement basis. Before reimbursement can be issued, successful applicants must submit the following to City staff:

- A fully executed agreement between the applicant and the City
- A completed W-9 form
- Proof of insurance
 - Recipient shall maintain General Commercial Liability Insurance with limits of \$2,000,000 aggregate coverage through a carrier rated A- or better by A.M. Best.

Successful grant applicants must also present a written or verbal report of their project to the Business Assistance Committee within 6 months after receiving funding.

Successful grant applicants will be eligible for reimbursement within the fiscal year in which granted an award. Reimbursement is not guaranteed for projects that extend past the fiscal year, which runs from July to June. If a project extends past the fiscal year, applicants must be reapproved for funding by the BAC and City Council.

Eligibility

Eligible applicants and applicable organizations must meet the following requirements:

- Business Location:
 - Have a physical business location within Veneta's City Limits/UGB.
- Demonstration of Need:
 - Businesses must demonstrate that they are not able to fund a project through traditional means or that funding a project through traditional means would be cost prohibitive.
 - If funding is available, the applicant must demonstrate how City grant funding would enhance the project's overall impact or feasibility.
- Alignment w/ City Priorities:
 - Provide a measurable or visible benefit to the City's Strategic Vision.
 - Align with priorities established in the City's Comprehensive Plan, land use regulations, and strategic plans regarding commercial development.

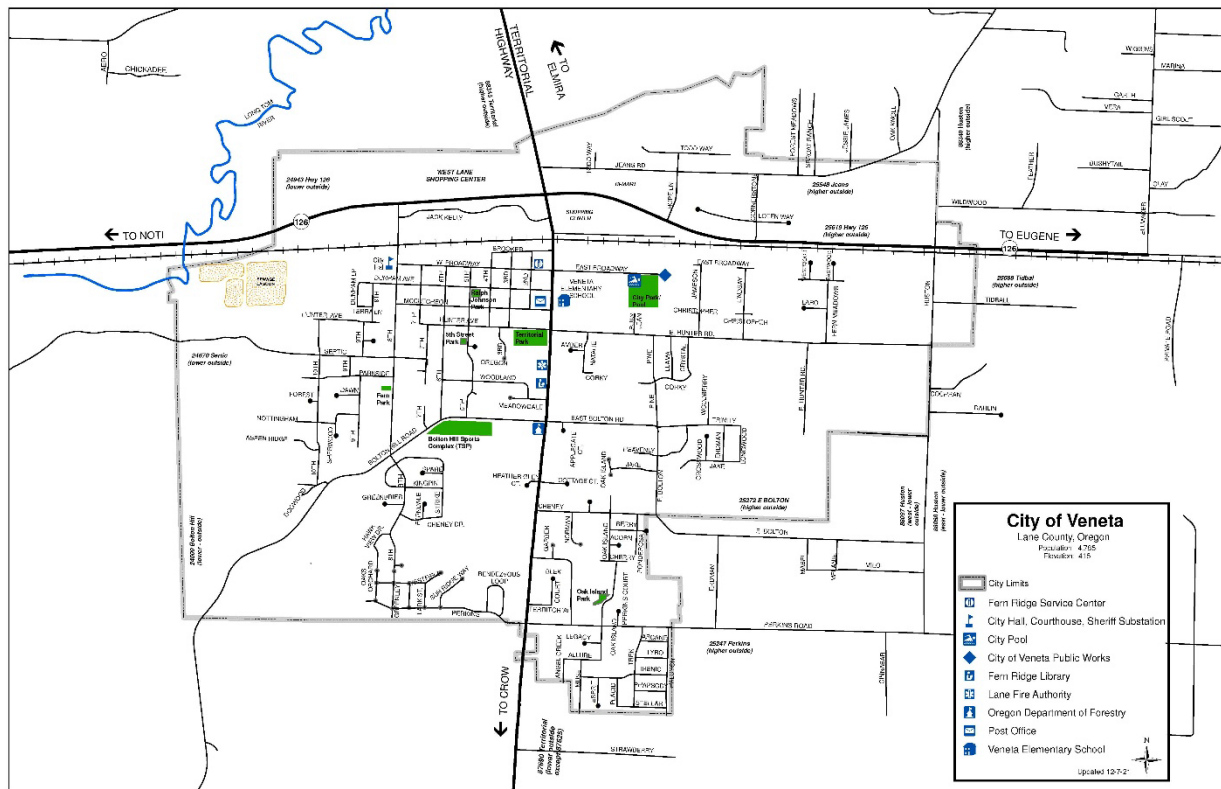
Project Preferences

Preference will be given to projects that show the following economic benefit to the community:

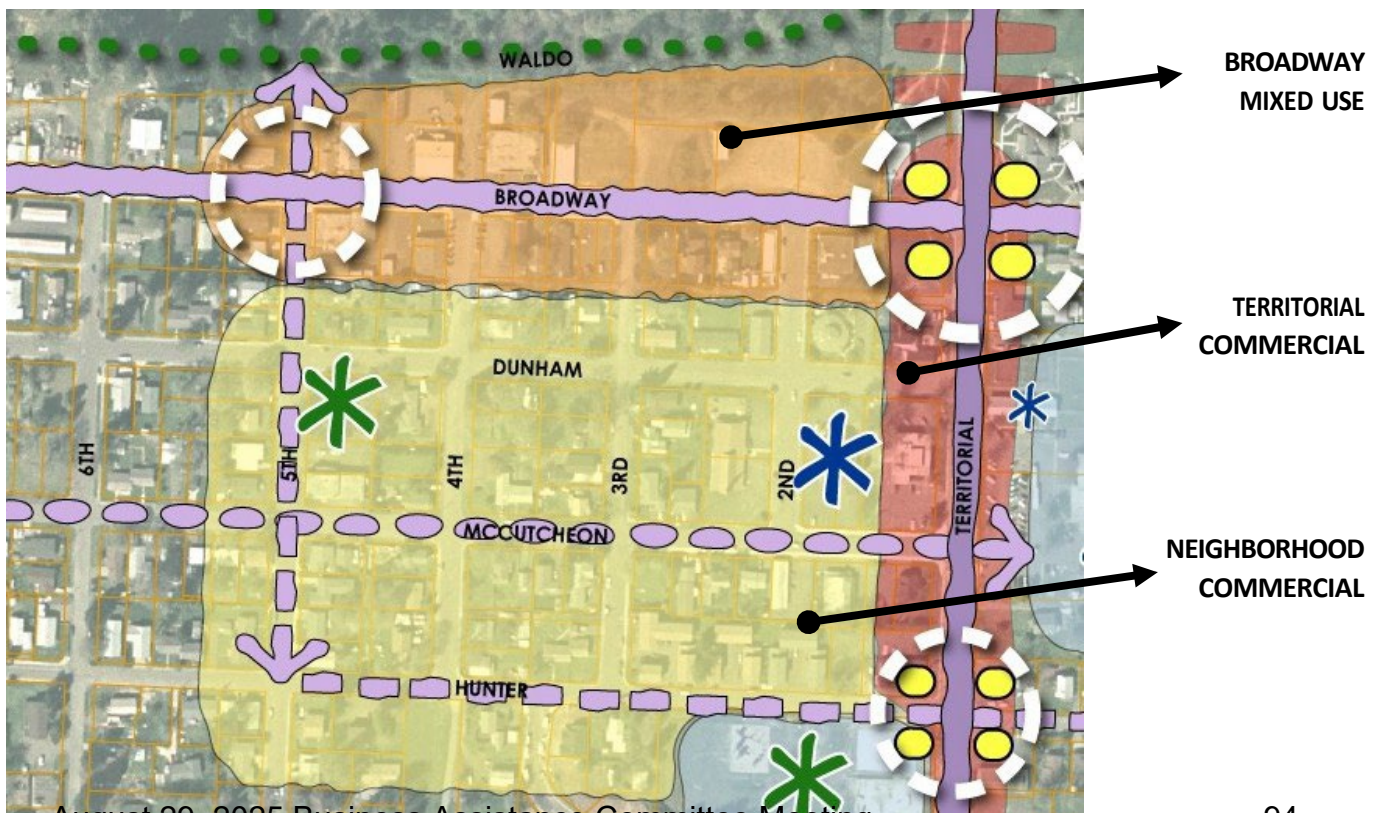
- Location within the Downtown District:
 - The business is located within Veneta's designated Downtown District, with high visibility.
- Addresses Urban Blight:
 - The project includes the removal or improvement of existing signage that contributes to visible urban blight.
- Economic Benefit. The signage promotes a business that:
 - Supports commercial or retail development;
 - Helps address an identified service or retail leakage.
 - Meets a high-demand need identified by the City.
- Support Small and Disadvantaged Business Enterprises:
 - Includes minority-owned businesses, woman-owned businesses, veteran-owned businesses and emerging small businesses certified under ORS 200.055.

City Maps

VENETA CITY LIMITS/URBAN GROWTH BOUNDARY



VENETA'S DOWNTOWN DISTRICTS



BUSINESS ASSISTANCE COMMITTEE

AGENDA ITEM SUMMARY



TITLE/TOPIC: Proposed Streetscape Improvement Program Application Packet

Meeting Date: August 29, 2025
Department: Economic Development

Staff Contact: Jacob Thode
Email: Jthode@ci.veneta.or.us
Telephone Number: 541-935-2191

ISSUE STATEMENT

Should the BAC recommend Veneta City Council approve by resolution the proposed Streetscape Improvement Program Application Packet?

BACKGROUND

On August 18, 2025, the Economic Development Committee recommended Veneta City Council approve of staff's proposed Streetscape Improvement Program Application Packet upon approval from the Business Assistance Committee.

Staff proposed the following structure for the program:

Program Title: Streetscape Improvement Program (SIP)

Program Award: 50% matching grant for streetscape improvements for the purpose of replacing or improvements to existing streetscapes, up to \$5,000.

Program Eligibility:

1. Project is Located Within City Limits
2. Indicates a Demonstration of Need
3. Aligned w/ City Priorities

Program Preferences:

1. Project is Located in the Downtown District
2. Addresses and Improves Visible Urban Blight
3. Demonstrates an Economic Benefit, either supporting commercial or retail development or helps address an identified area of retail leakage.
4. Supports Small and Disadvantaged Business Enterprises

The EDC approved staff's proposals to the program with a few minor adjustments, and the caveat that the BAC approves of all changes before it is recommended to City Council.

The EDC's revisions are as followed:

Eligible Businesses: Only existing businesses/signage will be eligible for the program.

Curb Appeal: All businesses who receive an award from the City will maintain their property and the site's "curb-appeal" for a specified duration.

Staff has made the EDC's advised changes to the program, aside from language regarding maintaining curb appeal. Staff is working with the City's Code Enforcement Officer to draft language that the City could act on if proper site maintenance is not met.

It is the committee's decision to recommend adoption of the Streetscape Improvement Program application packet to City Council, to recommend any changes for the EDC to review, or to not recommend adoption.

RELATED CITY POLICY

Economic Development Five Year Plan – Goal 2.3.2

Economic Development Five Year Plan – 3.2

RELATED CITY DOCUMENTS

Urban Renewal Agency's Redevelopment Toolkit

COMMITTEE OPTIONS

1. Recommend Veneta City Council adopt the Streetscape Improvement Program application packet, as recommended by the EDC.
2. Recommend Veneta City Council adopt the Streetscape Improvement Program application packet, with recommended changes [STATE CHANGES].
3. Direct staff to make further changes to the Streetscape Improvement Program application packet, before returning to the EDC for additional review.
4. Do not recommend Veneta City Council adopt the Streetscape Improvement Program application packet.

SUGGESTED MOTIONS

"I make a motion to recommend Veneta City Council adopt the Streetscape Improvement Program application packet, as recommended by the EDC."

ATTACHMENTS

1. Streetscape Improvement Program application packet

City of Veneta

Streetscape Improvement Program



Purpose

The City of Veneta is proud to offer a Streetscape Improvement Program to local businesses and nonprofits within Veneta's Urban Growth Boundary. The program aims to encourage new and vibrant streetscapes, including improvements to sidewalks, street trees, lights, benches, and adjoining spaces within the City's downtown district and throughout Veneta's Urban Growth Boundary (UGB).

Applicants must demonstrate a project's anticipated benefit to the community, and preference will be given to projects that can anticipate improvement or removal of urban blight, specifically within the City's downtown. Eligible persons may apply to receive a matching grant from the city, up to \$5,000, for the purpose of replacing or improvements to existing streetscapes.

Application

Applicants may begin the process to submit a grant by contacting the City's Management Analyst for a preliminary interview. Contact staff in-person at Veneta City Hall, by phone at 541-935-2191, or by email at jthode@venetaoregon.gov

After a preliminary interview, applicants may fill out a grant application form. Grant applications may be submitted in person at Veneta City Hall or **(preferably)** by [email at jthode@ci.veneta.or.us](mailto:jthode@ci.veneta.or.us).

A completed application will be evaluated by the Business Assistance Committee for recommendation to City Council. Veneta City Council has full discretion over the final approval of grant awards.

Grants will only be awarded on a receipt-reimbursement basis. Before reimbursement can be issued, successful applicants must submit the following to City staff:

- A fully executed agreement between the applicant and the City
- A completed W-9 form
- Proof of insurance
 - Recipient shall maintain General Commercial Liability Insurance with limits of \$2,000,000 aggregate coverage through a carrier rated A- or better by A.M. Best.

Successful grant applicants must also present a written or verbal report of their project to the Business Assistance Committee within 6 months after receiving funding.

Successful grant applicants will be eligible for reimbursement within the fiscal year in which granted an award. Reimbursement is not guaranteed for projects that extend past the fiscal year, which runs from July to June. If a project extends past the fiscal year, applicants must be reapproved for funding by the BAC and City Council.

Eligibility

Eligible applicants and applicable organizations must meet the following requirements:

- a) Business Location:
 - Have a physical business location within Veneta's City Limits/UGB.
- b) Demonstration of Need:
 - Businesses must demonstrate that they are not able to fund a project through traditional means or that funding a project through traditional means would be cost prohibitive.
 - If funding is available, the applicant must demonstrate how City grant funding would enhance the project's overall impact or feasibility.
- c) Alignment w/ City Priorities:
 - Provide a measurable or visible benefit to the City's Strategic Vision.
 - Align with priorities established in the City's Comprehensive Plan, land use regulations, and strategic plans regarding commercial development.

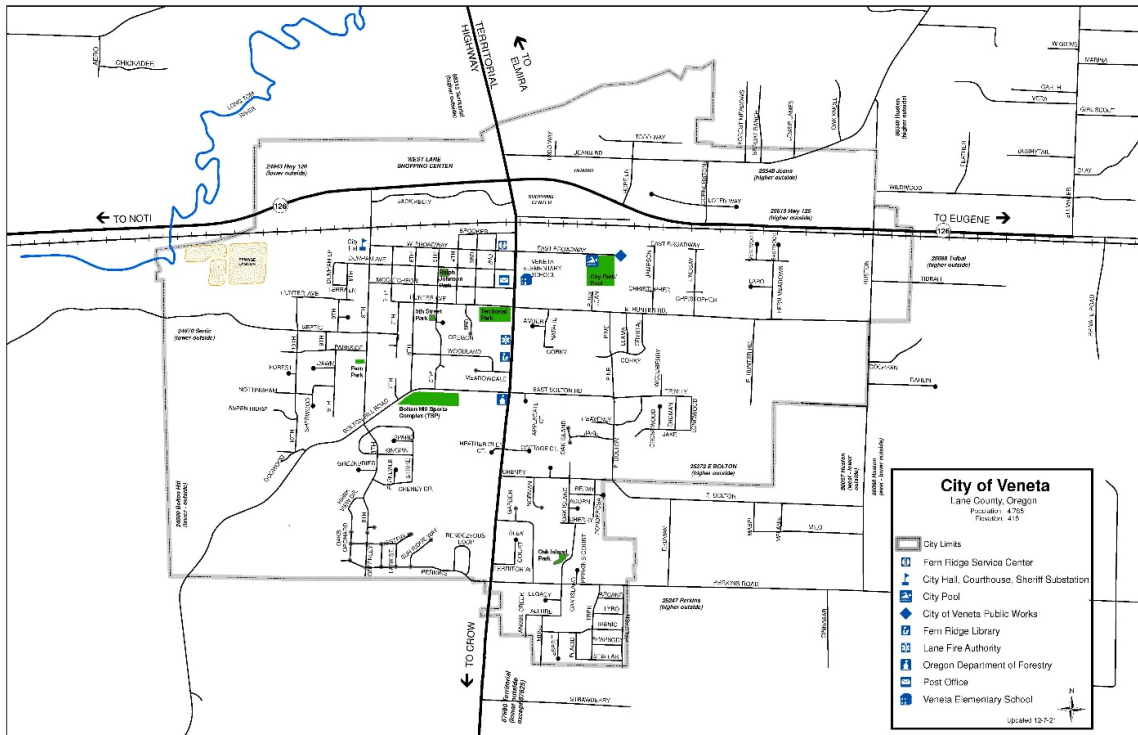
Project Preferences

Preference will be given to projects that show the following economic benefit to the community:

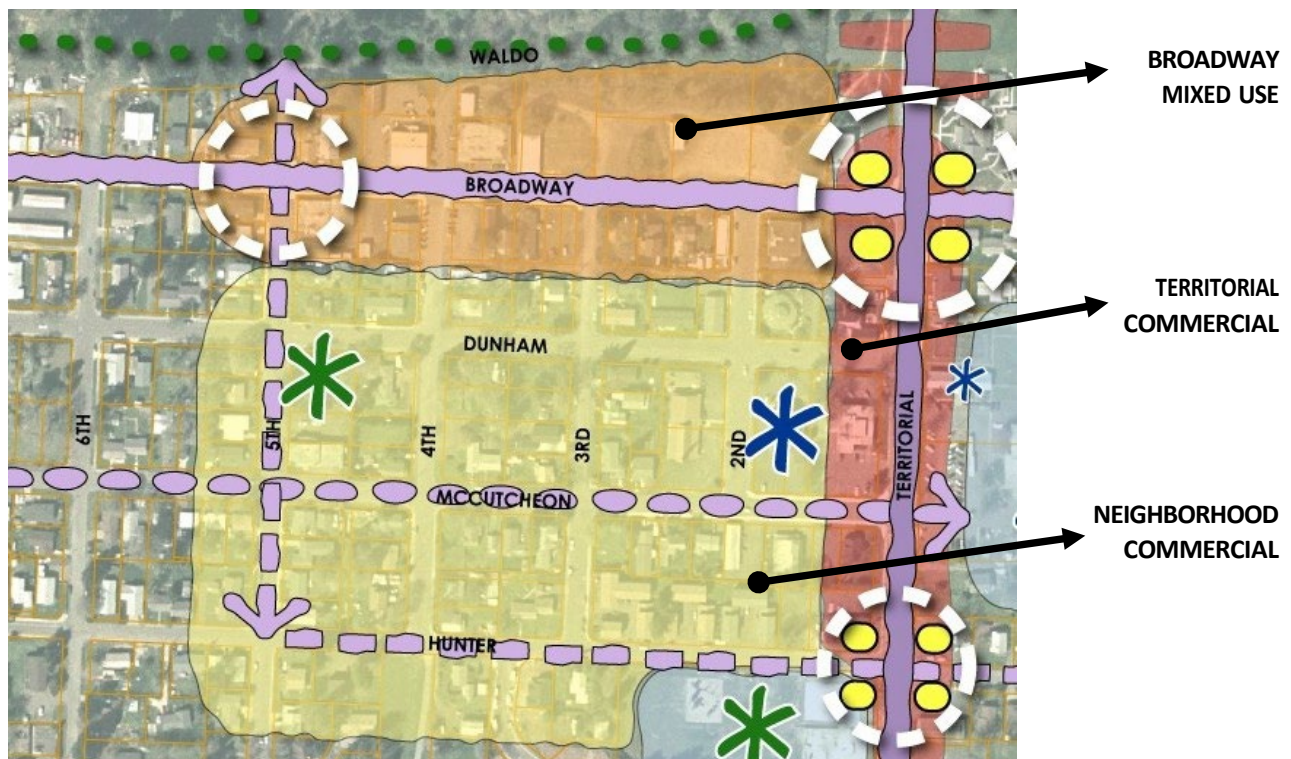
- Location within the Downtown District:
 - The business is located within Veneta's designated Downtown District, with high visibility .
- Addresses Urban Blight:
 - The project includes the removal to a local streetscape that contributes to visible urban blight.
- Economic Benefit. The streetscape improvement promotes a business or non-profit that:
 - Supports commercial or retail development;
 - Helps address an identified service or retail leakage.
 - Meets a high-demand need identified by the City.
- Support Small and Disadvantaged Business Enterprises:
 - Includes minority-owned businesses, woman-owned businesses, veteran-owned businesses and emerging small businesses certified under ORS 200.055.

City Maps

VENETA CITY LIMITS/URBAN GROWTH BOUNDARY



VENETA'S DOWNTOWN DISTRICTS



BUSINESS ASSISTANCE COMMITTEE

AGENDA ITEM SUMMARY



TITLE/TOPIC: Proposed Façade Improvement Program Application Packet

Meeting Date: August 29, 2025
Department: Economic Development

Staff Contact: Jacob Thode
Email: Jthode@ci.veneta.or.us
Telephone Number: 541-935-2191

ISSUE STATEMENT

Should the BAC recommend Veneta City Council approve by resolution the proposed Facade Improvement Program Application Packet?

BACKGROUND

On August 18, 2025, the Economic Development Committee recommended Veneta City Council approve of staff's proposed Facade Improvement Program Application Packet upon approval from the Business Assistance Committee.

Staff proposed the following structure for the program:

Program Title: Facade Improvement Program (FIP)

Program Award: 50% matching grant for façade improvements to new or existing commercial property, up to \$10,000.

Program Eligibility:

1. Project is Located Within City Limits
2. Indicates a Demonstration of Need
3. Aligned w/ City Priorities

Program Preferences:

1. Project is Located in the Downtown District
2. Addresses and Improves Visible Urban Blight
3. Demonstrates an Economic Benefit, either supporting commercial or retail development or helps address an identified area of retail leakage.
4. Supports Small and Disadvantaged Business Enterprises

The EDC approved staff's proposals to the program with a few minor adjustments, and the caveat that the BAC approves of all changes before it is recommended to City Council.

The EDC's revisions are as followed:

Eligible Businesses: Only existing businesses/signage will be eligible for the program.

Curb Appeal: All businesses who receive an award from the City will maintain their property and the site's "curb-appeal" for a specified duration.

Staff has made the EDC's advised changes to the program, aside from language regarding maintaining curb appeal. Staff is working with the City's Code Enforcement Officer to draft language that the City could act on if proper site maintenance is not met.

It is the committee's decision to recommend adoption of the Facade Improvement Program application packet to City Council, to recommend any changes for the EDC to review, or to not recommend adoption.

RELATED CITY POLICY

Economic Development Five Year Plan – Goal 2.3.2

Economic Development Five Year Plan – 3.2

RELATED CITY DOCUMENTS

Urban Renewal Agency's Redevelopment Toolkit

COMMITTEE OPTIONS

1. Recommend Veneta City Council adopt the Facade Improvement Program application packet, as recommended by the EDC.
2. Recommend Veneta City Council adopt the Facade Improvement Program application packet, with recommended changes [STATE CHANGES].
3. Direct staff to make further changes to the Facade Improvement Program application packet, before returning to the EDC for additional review.
4. Do not recommend Veneta City Council adopt the Facade Improvement Program application packet.

SUGGESTED MOTIONS

"I make a motion to recommend Veneta City Council adopt the Facade Improvement Program application packet, as recommended by the EDC."

ATTACHMENTS

1. Facade Improvement Program application packet

City of Veneta

Facade Improvement Program



Purpose

The City of Veneta is proud to offer a Facade Improvement Program to local businesses and nonprofits within Veneta's Urban Growth Boundary. The program aims to encourage improving existing external storefronts and offer assistance with design standards for commercial properties located within the City's downtown district and throughout Veneta's Urban Growth Boundary (UGB).

Applicants must demonstrate a project's anticipated benefit to the community, and preference will be given to projects that can anticipate improvement or removal of urban blight, specifically within the City's downtown. Eligible persons may apply to receive a matching grant from the city, up to \$10,000, for the purpose of replacing or improvements to existing external storefronts.

Application

Applicants may begin the process to submit a grant by contacting the City's Management Analyst for a preliminary interview. Contact staff in-person at Veneta City Hall, by phone at 541-935-2191, or by email at jthode@venetaoregon.gov

After a preliminary interview, applicants may fill out a grant application form. Grant applications may be submitted in person at Veneta City Hall or **(preferably)** by [email at jthode@ci.veneta.or.us](mailto:jthode@ci.veneta.or.us).

A completed application will be evaluated by the Business Assistance Committee for recommendation to City Council. Veneta City Council has full discretion over the final approval of grant awards.

Grants will only be awarded on a receipt-reimbursement basis. Before reimbursement can be issued, successful applicants must submit the following to City staff:

- A fully executed agreement between the applicant and the City
- A completed W-9 form
- Proof of insurance
 - Recipient shall maintain General Commercial Liability Insurance with limits of \$2,000,000 aggregate coverage through a carrier rated A- or better by A.M. Best.

Successful grant applicants must also present a written or verbal report of their project to the Business Assistance Committee within 6 months after receiving funding.

Successful grant applicants will be eligible for reimbursement within the fiscal year in which granted an award. Reimbursement is not guaranteed for projects that extend past the fiscal year, which runs from July to June. If a project extends past the fiscal year, applicants must be reapproved for funding by the BAC and City Council.

Eligibility

Eligible applicants and applicable organizations must meet the following requirements:

- a) Business Location:
 - Have a physical business location within Veneta's City Limits/UGB.
- b) Demonstration of Need:
 - Businesses must demonstrate that they are not able to fund a project through traditional means or that funding a project through traditional means would be cost prohibitive.
 - If funding is available, the applicant must demonstrate how City grant funding would enhance the project's overall impact or feasibility.
- c) Alignment w/ City Priorities:
 - Provide a measurable or visible benefit to the City's Strategic Vision.
 - Align with priorities established in the City's Comprehensive Plan, land use regulations, and strategic plans regarding commercial development.

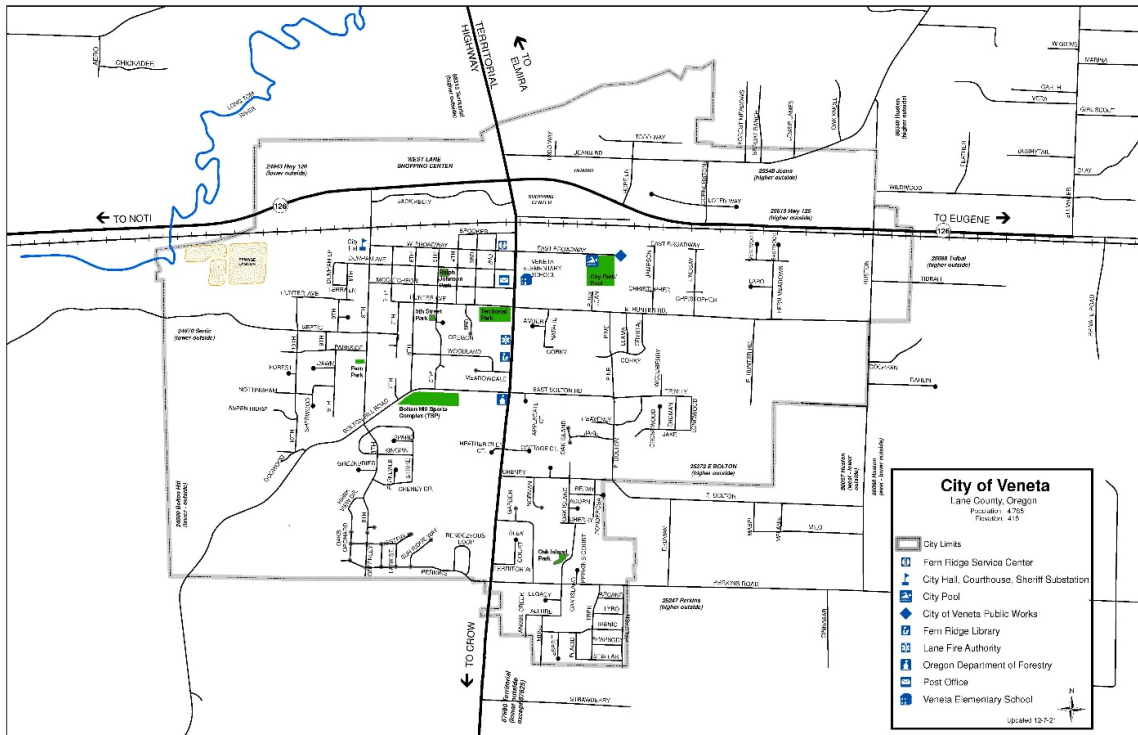
Project Preferences

Preference will be given to projects that show the following economic benefit to the community:

- Location within the Downtown District:
 - The business is located within Veneta's designated Downtown District, with high visibility.
- Addresses Urban Blight:
 - The project includes the removal or improvement of storefront that contributes to visible urban blight.
- Economic Benefit. The façade improvement promotes a business that:
 - Supports commercial or retail development;
 - Helps address an identified service or retail leakage.
 - Meets a high-demand need identified by the City.
- Support Small and Disadvantaged Business Enterprises:
 - Includes minority-owned businesses, woman-owned businesses, veteran-owned businesses and emerging small businesses certified under ORS 200.055.

City Maps

VENETA CITY LIMITS/URBAN GROWTH BOUNDARY



VENETA'S DOWNTOWN DISTRICTS

