

VENETA

oregon

Inc. 1962

Temporary Use Application for Mobile Vending Unit

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

Mobile Vending Permits are non-transferable and only valid on site designated on permit application.

Note: Business Registration Application form and annual business registration fee of \$25 required in addition to Mobile

Vending Permit Fee

Type of Permit: NEW ☒ RENEWAL ☐

Permit Fee: \$50.00 / Annual Renewal Fee: \$50.00

Permit #:

TVP-5-23

Received Date:

5/4/23

Receipt #:

177348025

Applicant Name (if not owner): Viridiana Reyes

Daytime Phone: 5037105606

Mailing Address: 520 Willamette st Unit 1961, Eugene, OR, 97440

Email: varmblack@hotmail.com

Property Owner Name: Gina Haley-Morrell

Daytime Phone: 5419910951

Mailing Address: 88080 Territorial Hwy PO Box 760 Veneta, OR, 97487

1. Vendor Location and Address: The Patio Oasis. 88080 Territorial Hwy, Veneta, OR, 97487

1706364100200

2. Nature of Business/ Product(s) being sold: Food cart. Mexican cuisine

3. Days and Hours of Business Operation: Mon-Friday 12:00pm - 8:00pm Sat-Sun 11:00am - 08:00pm

DEFINITIONS:

- **MOBILE VENDING SITE:** One (1) site with multiple (three or more) mobile vendors
- **MOBILE VENDING UNIT:** Any vehicle that is self-propelled, or can be pulled or pushed down a sidewalk, street, highway or waterway intended for retail, food, or drink sales.

Required Submittals:

- ☒ Picture of the mobile unit attached.
- ☒ Site Plan complying with Veneta Land Development Ordinance No. 493, Section 7.04(2) attached.
- Will a portable sign be used: ☒ No ☐ Yes If Yes, submittal and approval of Sign Permit is required.
- Mobile Food Vendors only: The mobile food unit complies with applicable Oregon Health Authority (OHA) Mobile Food Unit license requirements.
- Lane County Environmental Health
 - License #1: _____
 - License #2: _____
 - License #3: _____
 - License #4: _____
 - Lane County Environmental Health License #: 204268
- Submit business registration and fee to City of Veneta within three (3) days per permit approval and prior to occupancy of site.

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

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

Date: 05/04/2023
Date: 05/04/23

APPLICATION FEES & DEPOSITS

Fees and deposits are intended to cover the full cost for processing applications. They are not intended to cover the cost for interpretation of ordinances or for long-range planning. Applicants seeking development which requires more than one type of review (such as site plans and conditional use permits) must pay all applicable fees and deposits. Applicant acknowledges and agrees that Applicant's failure to pay City costs over the base fee amounts, as charged monthly by the City, may result in the City pursuing any or all legal remedies available, including but not limited to lien on Property in the amount owed; prosecution for violation of the City's current fee resolution and City land development or division ordinances; issuance of a stop work order, non-issuance of building permits for Property, or cessation of related proceedings; set-off against any reimbursement owed; and turning amounts owed over to a collection agency.

Application Deposits: Certain application fees are represented by a deposit amount. Applicants shall be charged for actual processing costs incurred by the City. City staff time shall be monitored for applications which require a deposit in lieu of a non-refundable fee. Any unused portion of the deposit shall be returned to Applicant upon completion of the application process, conditions of approval, and any ensuing appeals. Any additional costs incurred beyond the deposit amount shall be charged to and paid by Applicant on a monthly basis. Applicant agrees that Applicant's failure to pay these amounts triggers City's option to pursue any or all remedies, as listed above.

Application Fees: Fixed fees are non-refundable and are based on average application processing costs rounded to the nearest \$25.

Technical Review/Publication Deposit: The actual costs charged to the City for technical review of land use applications, including but are not limited to City's planning, public works, engineering, administration, legal, wetland specialists, geologists, biologists, arborist, and any other services provided in processing Application, shall be charged to Applicant, at the rate(s) charged to the City. In addition, the actual costs of preparing and mailing notices to abutting property owners or others required to be notified, the costs of publishing notices in newspapers, and any other mandated costs shall be charged to Applicant. Such costs shall be adjusted as soon as the specific amounts are known. Applicant agrees that any deficiencies shall be collected from Applicant, and that Applicant's failure to pay these amounts triggers City's option to pursue any or all remedies, as listed above.

Applicant: _____

Owner(s): _____

FOR CITY USE ONLY

Required Attachments:

- ☒ Site plan
- ☒ Any required state or local permits and licenses
- ☒ Property owner consent agreement

Required Approvals:

Application complete: _____

Lane Fire Authority: _____
Planning: _____

Permitted in Zoning District: Yes ☒ No _____

Authorized Signature

5/10/2023
Date of Issue

5/10/2024
Expiration Date

Note: Must Comply with VLDO 493, Sec. 7.04(2)

**Lane County Environmental Health
Class 4 (Mobile-Self-Contained)**

Establishment ID: 204268

Te Dije!
88080 Territorial Hwy
Veneta OR 97487

Viridiana Abigail Reyes
29778 Willow Creek Rd #307
Eugene OR 97402



PUBLIC HEALTH
Prevent. Promote. Protect.
ENVIRONMENTAL HEALTH
SECTION

Issue Date: 01/01/2023

Expiration Date: 12/31/2023

License Fee Paid: \$310.00

Reference #:

Jocelyn T. Warren, Administrator

THIS LICENSE IS NOT TRANSFERABLE AND MUST BE POSTED IN A CONSPICUOUS PLACE

**Lane County Environmental Health
Class 4 (Mobile-Self-Contained)**

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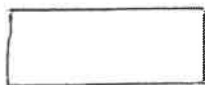
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Doggie
style
hotdogs

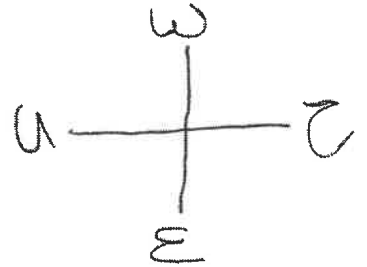

Te Dye

Food cart courtyard

LFD

The
Wallace
Center

88080



Territorial Hwy

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement is between:

The **Lessor** is a business entity known as The Wellness Center, LLC, dba The Patio Oasis with a mailing address of PO Box 760, Veneta, Oregon, 97487, hereinafter referred to as the "Lessor."

AND

The **Lessee** is Karla Reyes and Viridiana Reyes and their business entity known as Te Dije with a mailing address of 520 Willamette St #1961, Eugene, OR 97440, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described food cart space located at 88080 Territorial Hwy, Veneta, Oregon, 97487.

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for food cart services conducted on behalf of Te Dije.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on May 2, 2023 and expires at Midnight on November 1, 2023 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of [REDACTED] the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 5th of every month.

Rent shall be paid by depositing into specified account at Banner bank, account [REDACTED] OR hand delivered to Joe or Gina Morrell.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$ [REDACTED] in addition to any late fee.

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of [REDACTED] per occurrence if the rent is not paid after the 5th day payment is due.

OPTION TO RENEW. The Lessee shall not have the right to renew this Lease Agreement.

EXPENSES. In accordance with a Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above mentioned Rent is the entirety of the payment due per month and expenses payable by Lessee to Lessor and Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property) liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the plumbing and electrical, and shall maintain the parking area and shall also provide ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessee will maintain, at their expense, casualty insurance insuring the leased Premises against loss by fire and negligence. The Lessee shall provide and maintain personal liability and property damage insurance as a lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease, at least to the limits of \$250,000.00.

UTILITIES. The Lessor shall be responsible for the following utilities on the Premises: electricity, water/sewer, porta potties and garbage.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. Parking shall be provided to the Lessee in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person

under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessor shall be responsible for all repairs and maintenance due to normal wear and tear on the Premises. The Lessor shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the building of the leased premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 30 days.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of

the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 1 days from receiving such notice, unless the Lessor needs to

more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the Lessor and Lessee fail to resolve the dispute through negotiation then the parties shall be allowed to submit their cases in accordance with the local court system.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with

which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior surface of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessee.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration, or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement shall immediately forfeit any Security Deposit that was placed at the commencement of this Lease. In addition, the Lessor will begin eviction proceedings in accordance with local laws followed by seeking damages along with any accrued attorney's fees.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Oregon.

NOTICES. Notices shall be addressed to the following:

Lessor: The Wellness Center, PO Box 760, Veneta, OR 97487

Lessee: Karla Reyes & Viridiana Reyes, dba Te Dije
520 Willamette St #1961, Eugene, OR 97440

ADDITIONAL TERMS AND CONDITIONS. Lessee is responsible for emptying garbage receptacles located at The Patio Oasis into provided garbage/recycles bins as needed. Lessee will notify Lessor of their hours of operations and any absences from posted business hours.

PERSONAL GUARANTEE BY LESSEE. This Lease Agreement shall be personally guaranteed by Karla Reyes & Viridiana Reyes, referred to as the "Guarantor(s)", and shall unconditionally guarantee the payment of the rent along with any other financial duties or obligations.

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature  Date 05/08/23
Gina Haley-Morrell, Owner of The Wellness Center, LLC

LESSEE SIGNATURE

Signature _____ Date _____
Karla Reyes, Owner

Signature _____ Date _____
Viridiana Reyes, Owner

Veneta Land Development Ordinance No. 493

7.04 Allowable Temporary Uses

2) Temporary mobile vending.

Temporary mobile vending units may be permitted in all commercial and industrial zones and the permit shall be renewed on an annual basis. Mobile Vending Units must meet the following criteria:

- A. The temporary Mobile Vending Unit is located on the same lot for no more than one (1) year.
- B. Standards for Mobile Vending Unit. The following standards apply to each mobile vending unit on the site.
 1. Attachments. Attachments to the mobile vending unit, such as awnings or canopies, are permitted only if they are supported entirely by the unit and do not touch the ground. Neither the mobile vending unit nor any item relating to the mobile vending unit shall lean against or hang from any structure or utility pole.
 2. Accessory Storage. Items relating to the Mobile Vending Unit shall be stored in, on, or under the Mobile Vending Unit.
 3. Skirting. The use shall provide screening for all conduit, tanks and storage areas from all public areas and streets by temporary landscaping and/or skirting.
 4. Drive-Thru service. A Mobile Vending Unit may not include drive-thru service.
 5. The applicant has written permission from the property owner to utilize the subject property for the proposal.
 6. Off-street parking that is required of an existing/permanent land use, in order to meet minimum parking requirements, shall not be utilized by customers or employees of the temporary use.
 7. The use, including all items associated with the operation, shall not obstruct pedestrian pathways, driveways or drive aisles of any off-street parking area and shall not be located in any sight distance triangle as defined in Veneta Land Development Ordinance No. 493, Section 5.03 or so as to create a traffic or safety hazard.
 8. The Mobile Vending Unit may not be a permanent structure and must remain capable of being moved, with wheels attached.

9. Suitable receptacles for disposal of trash must be provided and maintained by the vendor, in order to accommodate all trash generated by the temporary use. The permittee shall be responsible for disposal of accumulated trash and for clean-up of trash generated by the temporary use on and before the close of each business day.
10. Signs. Signs are restricted to sandwich board signs only, with a maximum dimension of 42 inches tall by 30 inches wide. Each mobile vending unit is permitted to display one (1) portable sign (as defined in Veneta Land Development Ordinance No. 493, Section 5.15(2)(w)) with sign permit approval.
11. The use must not connect to City water or sewer and must identify the method of grey water disposal.
12. Food vendors shall comply with all state and county health regulations and shall furnish written evidence of compliance at the time of application for a temporary mobile vending unit permit.
13. Prior to the issuance of any permit or a business registration, the Fire Marshal shall inspect and approve any mobile vendor to determine compliance with all applicable Fire Code.
14. The Mobile Vending Unit is prohibited from operating in the City right-of-way.
15. Merchandise display areas outside the Mobile Vending Unit are prohibited.
16. A permit fee may be established by Council resolution and, if so established, shall accompany a permit application.

C. Mobile Vending Site Standards. The following standards apply to a Mobile Vending Site.

1. Signs. Signs are restricted to sandwich board signs only, with a maximum dimension of 42 inches tall by 30 inches wide. Each mobile vending unit is permitted to display one (1) portable sign (as defined in Section 5.15(2)W.) with sign permit approval. More than one (1) portable sign per lot is permitted for mobile vending sites.
2. Minimum Setbacks and Separation Distance. All mobile vending units on the site shall be located a minimum of:
- a. Ten (10) feet from any structure or other mobile vending unit.
 - b. Five (5) feet from any front lot line, except when adjoining lot is in common ownership; and
 - c. Five (5) feet from any side or rear lot line, except if such lot line abuts a residential zoning district, the minimum setback shall be twenty (20) feet.

3. Driveway Access. No new or modified driveway access is permitted.

4. Setback from Vehicular and Pedestrian Use Areas. Windows and doors used for service to customers shall be located a minimum of ten (10) feet from loading areas, driveways, on-site circulation drives, and parking lot aisles, and a minimum of five (5) feet from bicycle parking spaces and walkways.

Veneta Land Development Ordinance No. 493 99

5. Obstruction of Vehicular and Pedestrian Use Areas and Landscape Areas. No mobile vending unit or associated element, such as aboveground power cords, seating areas, trash receptacles, signs, and customer queuing areas, shall occupy bicycle parking spaces, loading areas or walkways. Mobile vending units shall not occupy landscaping areas approved as a part of a prior approval or other land use application. However, occupying existing on-site vehicular parking spaces is permitted, provided that such spaces are not simultaneously used for parking or required to meet minimum parking requirements on the site.

6. Sight Distance. The mobile vending site shall comply with the clear vision area standards of Section 5.03.

7. Lighting. Pedestrian scale lighting (maximum 12-16 feet in height) is required at dusk.

8. Utilities. The applicant is responsible for coordination with the applicable electrical provider.

9. Sanitation Facilities. Sanitation facilities shall be provided when required by the Oregon Health Authority and Lane County Public Health Department.

10. Sewage Disposal. Subsurface sewage disposal is prohibited.

D. Exemptions. Mobile Vending Units that are operated as part of an approved Farmer's Market or other city event are exempt from the requirements of this Section 7.04(2).

Business Registration Form

\$25 annual permit fee required

☒ New Business/Owner

☐ Name Change/Location Change

☐ Renewal

Per City of Veneta Municipal Code Chapter 5.05 and Resolution No. 1033, businesses operating within the city limits are required to register with the City of Veneta. Registration forms are due by December 31st.

GENERAL INSTRUCTIONS: Complete all sections of the form, answering all questions in full. Mail completed form with fee to City of Veneta at PO Box 458, Veneta, OR 97487. Forms are available on-line at www.venetaoregon.gov

Please Print:

Business Name: Te dije

Legal Business Name (if different): _____

Business Address: 88080 Territorial Hwy, Veneta, OR 97487

Mailing Address: 520 Willamette st Unit 1961, Eugene, OR, 97440

Business Phone: 5037105606

Type of Business: Food cart

Website Address: _____

Name of Contract Person: Viridiana Reyes

Email: varmblack@hotmail.com

of Employees: _____

Year Established in Veneta: 2023

Contact Phone #: 5037105606

Please check a category that best describes your business:

☐ Animal Care

☐ Foster Care

☐ Rental Property/Mgt.

☐ Retail

☐ Auto

☐ Fueling Station

☐ Housing

☐ Real Estate

☐ Daycare

☐ Grocery/Convenience Store

☐ Lodging

☐ Services & Products

☐ Education

☐ Health/Beauty

☐ Medical

☐ Financial Services

☐ Home Occupation (see reverse)

☐ Restaurant

☒ Other; Please describe Food cart

Issuance of a business registration shall not be deemed to legalize any act, which otherwise may be in violation of the law, including the city's zoning codes, or to exempt any person from any penalty of such violations. I affirm that the statement made in the application are true and correct to the best of my knowledge.

Viridiana Reyes

Print Name

Signature

owner

Title

Date

FOR CITY USE ONLY

Date Reviewed by Planning: 5/10/2023

Site Plan Required: Yes X No X

Land Use Required: Yes X No X

Permitted in Zoning District: Yes X No X

Authorized Signature

Date of Issue

Expiration Date