



City Hall
206 N. Main St.
Toledo, Oregon 97391
6:00 p.m.

TOLEDO CITY COUNCIL
Regular Meeting – also via Zoom Meeting Platform
December 17, 2025

Virtual Meeting: The City Council will hold the meeting for the City Council and staff in person as well as through the Zoom video meeting platform. The public is encouraged to attend the meeting electronically. Visit the [meetings](#) page on the city website for meeting information.

Public Comments: The City Council will take comments on topics not listed on the meeting agenda from members of the community during the "Public Comments" portion of the council meeting. There is a time limit of 3 minutes for each comment. If you wish to address the City Council during this portion of the meeting, please email paul.johnson@cityoftoledo.org by **3:00 p.m. on the day of the scheduled meeting. Please include your: Name, address, and phone number (optional) and the topic.** Public comment cards will also be available at the door and must be completed and given to the City Recorder prior to the start of the meeting.

- 1. Call to Order and Pledge of Allegiance**
- 2. Roll Call**
- 3. Public Comments**
- 4. Consent Agenda**
 - a. 12-03-2025 City Council Meeting Minutes
 - b. 12-03-2025 City Council Executive Session Minutes
 - c. 05-28-2025 City Council Work Session Minutes
 - d. 06-04-2025 City Council Meeting Minutes
 - e. 06-25-2025 City Council Work Session Minutes
- 5. Community Service Reports and/or Presentations to the Council**
 - a. Amber Brown – Chamber of Commerce in 2026
 - b. Scott Edwards Architecture – Civic Center Cost Estimate and Design Updates
- 6. Discussion and Information Items**
 - a. Yaquina River Museum of Art – Final Report
 - b. Proposed Updates to Council Rules
 - i. Ordinances and Resolutions
 - ii. Land Use Hearings
 - c. Proposed Updates to City Charter
 - d. Rescue Helicopter Relocation Litigation Update
 - e. Volunteer Appreciation

This notice satisfies the requirements of ORS 192.630 and ORS 192.640 regarding Public Meetings. This meeting is accessible to persons with disabilities. A request for an interpreter, for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting by calling the City Offices at (541)336-2247.

7. Decision Items

- a. RCA – **Motion** to Re-Appoint Cora Warfield to the Planning Commission.
 - i. Cora Warfield’s Planning Commission Application.
- b. RCA – **Motion** to Re-Appoint Anne Learned-Ellis to the Planning Commission.
 - i. Ann Learned-Ellis’ Planning Commission Application.
- c. RCA – **Motion** to Terminate Disc Golf Course License Agreement with Central Oregon Coast Disk Golf Club.
 - i. Disc Golf Course License Agreement
- d. RCA – **Motion** to Approve hiring DSL Builders LLC to rebuild Memorial Field Bathrooms,
 - i. Memorial Bathrooms Bid Summary
 - ii. Memorial Bathrooms Bid – DSL Builders – 171.5k
 - iii. Memorial Bathrooms Bid – Sweeden – 198K
 - iv. Memorial Bathrooms Bid – Tikka Bid – 188k
- e. RCA – **Motion** to Approve Resolution No. 1594 Adopting a Policy Pertaining to Community Requests of Strategic Reserve Funds
 - i. Resolution No. 1594
 - ii. Community Requests for Strategic Reserve Funds Policy
- f. RCA – **Motion** to Approve a Waiver of December Code Enforcement Fee for the City of Siletz
 - i. IGA with City of Siletz for Code Enforcement Services

8. Reports and Comments

- a. Toledo Police Department Monthly Report November 2025
 - i. Police November 2025 Monthly Stat report
 - ii. Code Enforcement Report
- b. Toledo Fire Department Council Report 12-17-25
 - i. Fire-Resources-Personnel-and-Units-call-volume-12-8-2025
- c. Toledo Public Works Update & Water Loss
- d. Toledo Planning Department Monthly Report 11-25
- e. Toledo Library Staff Report 20251217
- f. Human Resources Director Report 12.17.25
- g. Finance Department Monthly Report - December 2025
- h. City Manager Report

9. City Council Issue Tracker

- a. 2025-2026 Master Council Issue Tracker

10. Council Comments

11. Mayor’s Comments

12. Future Agenda Items

- a. 2026 Future Agenda Item Tracker

13. Adjournment

City Hall
206 N. Main St.
Toledo, Oregon 97391
6:00 p.m.



TOLEDO CITY COUNCIL
Regular City Council Meeting
December 3, 2025

1. Call to Order

- a. Mayor Rod Cross called the meeting to order at 6:02p.m.; also via Zoom in Toledo, Oregon and lead the Pledge of Allegiance.

2. Roll Call

- a. City Recorder Johnson took roll call and determined a quorum is present.

Council Member	Present	Absent	Via Zoom
Mayor Cross	X		
Council President Mix	X		
Councilor Kauffman	X		
Councilor Silvia	X		
Councilor Burns	X		
Councilor Keating	X		
Vacant			

- b. City Manager Rich Huebner, City Recorder Paul Johnson, City Attorney Souvanny Miller, and Finance Director Pro Tem Judy Richter.

3. Visitors/Public Comment

- a. There was no public comment from either in-person or online.

4. Special Business

- a. City Council Vacancy
- i. Interview(s) – Interview City Council Candidate(s)
 1. The Council interviewed Eric Chambers for the vacant City Council position. Mr. Chambers introduced himself and answered the standard interview questions prepared by the Council.
 2. Mr. Chambers shared that he works Monday through Thursday from 7 AM to 5:30 PM, allowing him to attend 6 PM Council meetings. He noted he might occasionally require remote participation due to quarterly work travel. When asked about his motivation to serve, Mr. Chambers expressed a deep affection for Toledo as his hometown and a desire to be part of the community again after moving back.
 3. Mr. Chambers detailed his community involvement, including serving on the site council at Toledo Junior Senior High, volunteering as a GEAR Up mentor for middle school students,

being an Aspire mentor for seniors, and participating in the Booster Club. He mentioned his previous experience with local government, having worked for 14 years on policy and administrative sides, including as a department director for the City of Gresham.

4. Regarding Toledo's strengths, Mr. Chambers identified the people as the city's greatest asset, noting the practical and authentic nature of residents and their focus on community. He cited vacant storefronts, the need to reinvigorate civic organizations, and the structural general fund deficit as challenges facing the city.
- ii. Council Deliberations
 1. Following the interview, the Council deliberated briefly before voting.
- iii. Council President Mix moved to accept Eric Chambers' application and appoint him to the City Council, seconded by Councilor Silvia. The motion carried unanimously.

Council member	M	S	Yay	Nay	Abstained	Absent
Mayor Cross			X			
Council President Mix	X		X			
Vacant						
Councilor Kauffman			X			
Councilor Silvia		X	X			
Councilor Keating			X			
Councilor Burns			X			

- b. Mr. Chambers was then sworn in by City Recorder Johnson and took his seat on the Council.

b) Consent Agenda

- a. Councilor Mix moved to accept the consent agenda with corrections, seconded by Councilor Silvia. The motion carried 6-0, with Councilor Chambers abstaining as he was not present at those meetings.

Council member	M	S	Yay	Nay	Abstained	Absent
Mayor Cross			X			
Council President Mix	X		X			
Councilor Chambers					X	
Councilor Kauffman			X			
Councilor Silvia		X	X			
Councilor Keating			X			
Councilor Burns			X			

c) Community Service Reports and/or Presentations to the Council

- a. Oregon Coast Children's Theater; Oregon Coast Children's Center for the Arts
 - i. Lawrence Adrian, Artistic Director and CEO of Oregon Coast Children's Theater, presented an update on the 2024 restoration work on the Toledo Centennial celebration mural. Mr. Adrian noted that the mural, created in

2005, is still the largest public work of art they've ever created, involving over 1,000 volunteers including all school children.

- ii. Mr. Adrian explained that the mural faces ongoing maintenance challenges, primarily from lichen and moss growth due to Toledo's temperate climate. He described how they've been replacing the original ceramic tiles with slate and porcelain during restorations and using water-resistant adhesives. He noted that four colors of the original tile are no longer manufactured, creating a challenge for matching during repairs.
- iii. Mr. Adrian mentioned that the organization also created and donated a bench to the library as part of a summer reading program. He suggested that Toledo might benefit from forming an arts council or advisory group to help maintain the various public artworks throughout the city. He thanked the Council for providing funds for the restoration work.

b. Scott Edwards Architecture

- i. Tim and Zander from Scott Edwards Architecture presented potential plans for the new Civic Center. They explained that their office had previously worked on drawings for renovations to the Civic Center building and have since been meeting with staff to determine how to accommodate both city hall and the police department in the same building.
- ii. They presented three options:
 - 1. Option A: Working within the existing building structure
 - 2. Option B: Adding a second elevator to allow for better circulation and security
 - 3. Option C: A larger addition that would include dedicated council chambers
 - 4. Option C2: The same as Option C but with a second elevator
- iii. The architects detailed how the various floor plans would accommodate different departments, with particular attention to security requirements for the police department and accessibility concerns. They explained how window wells could bring natural light into basement offices and presented site plans showing secure parking areas for police.
- iv. After considerable discussion about the pros and cons of each option, the Council reached consensus on Option C2 as their preferred choice, with Option B as a secondary option. The Council directed the architects to return with more detailed cost estimates for Option C2 for a future funding request to the state legislature.

d) Discussion and Information Items

a. 2026 Meeting Calendar

- i. City Recorder Johnson presented the 2026 meeting calendar. The only potential conflicts identified were the November 25 and December 23 meetings due to holidays. A possible conflict was also noted for the April 22 meeting due to the LOC Spring Conference in Pendleton on April 23-24.

e) Decision Items

- a. RCA - **Motion** to approve Amendment No. 1 to the Employment Agreement for Finance Director Pro-Tem Services between the City of Toledo and Judy Richter, and authorize the City Manager to execute the same.

- i. City Manager Huebner explained that the city needed to extend the contract with Judy Richter as Finance Director Pro-Tem due to challenges with recruiting a permanent finance director. The amendment would extend the agreement through the end of April 2026 and apply the COLA that was previously approved for other non-represented staff.
- ii. Councilor Mix moved to approve Amendment No. 1 to the Employment Agreement for Finance Director Pro-Tem Services between the City of Toledo and Judy Richter and authorize the City Manager to execute the same, seconded by Councilor Keating. The motion carried unanimously.

Council member	M	S	Yay	Nay	Abstained	Absent
Mayor Cross			X			
Council President Mix	X		X			
Councilor Chambers			X			
Councilor Kauffman			X			
Councilor Silvia			X			
Councilor Keating		X	X			
Councilor Burns			X			

- b. RCA - **Motion** to Authorize Expenditure of Second Payment to Homie House
 - i. City Manager Huebner reminded the Council that in August, they had approved an initial contribution of \$8,000 to the Homie House with an additional \$10,000 commitment as a match for future fundraising. The Strategic Reserve Fund Agreement was executed on October 27, and on November 17, documentation was received showing that Homie House had secured \$12,759.73 in donations and grants.
 - ii. Tyler from Homie House shared that they had served 66 kids who have visited almost 400 times in the past two months, providing nearly 400 meals. He explained that they are expanding to include professional development curriculum tied to employment opportunities.
 - iii. Multiple council members expressed strong support for the program, noting its positive impact on local youth and the community.
 - iv. Councilor Keating moved to accept the documentation provided by the Homie House demonstrating commitment of donations and grant funds of at least \$10,000 and authorize the expenditure of previously dedicated matching funds of \$10,000 to said recipient, seconded by Councilor Mix. The motion passed unanimously.

Council member	M	S	Yay	Nay	Abstained	Absent
Mayor Cross			X			
Council President Mix		X	X			
Councilor Chambers			X			
Councilor Kauffman			X			
Councilor Silvia			X			
Councilor Keating	X		X			
Councilor Burns			X			

- c. **Motion** for Consideration to Approve Council Resolutions 1591, 1592, 1593.
- i. The Council considered three resolutions that had been drafted following their special meeting on November 24:
 1. Resolution 1591 – City Council Values
 2. Resolution 1592 – ICE Detention Facility
 3. Resolution 1593 – Coast Guard Helicopter Removal
 - ii. A Motion to approve all 3 Resolutions was made by Council President Mix and Seconded by Councilor Silvia. It was unanimously approved.

Council member	M	S	Yay	Nay	Abstained	Absent
Mayor Cross			X			
Council President Mix	X		X			
Councilor Chambers			X			
Councilor Kauffman			X			
Councilor Silvia		X	X			
Councilor Keating			X			
Councilor Burns			X			

- iii. Councilor Burns indicated that she did not know that all of the Resolutions were being voted on at once as she had objections to the language in at least one of them.
- iv. A Motion for reconsideration on the previous motion was made by Councilor Chambers and seconded by Councilor Keating. The motion for reconsideration was unanimously approved.

Council member	M	S	Yay	Nay	Abstained	Absent
Mayor Cross			X			
Council President Mix			X			
Councilor Chambers	X		X			
Councilor Kauffman			X			
Councilor Silvia			X			
Councilor Keating		X	X			
Councilor Burns			X			

- v. For Resolution 1591, the Council agreed to remove the redundant phrase "are welcome here" from Section 1.
- vi. Councilor Silvia moved to approve Resolution 1591 as amended, seconded by Councilor Keating. The motion passed unanimously.

Council member	M	S	Yay	Nay	Abstained	Absent
Mayor Cross			X			
Council President Mix			X			
Councilor Chambers			X			
Councilor Kauffman			X			
Councilor Silvia	X		X			
Councilor Keating		X	X			
Councilor Burns			X			

- vii. For Resolution 1592, there was considerable debate about the language, particularly regarding the potential negative impacts of an ICE facility on tourism and the local economy. Councilor Kauffman expressed concerns about statements that were not based on verified facts. After discussion, the Council agreed to remove the second "whereas" clause that referenced media reports about a military contractor inquiring about a hotel.
- viii. Councilor Kauffman moved to approve Resolution 1592 as amended, striking the second whereas clause, seconded by Councilor Burns. The motion passed unanimously.

Council member	M	S	Yay	Nay	Abstained	Absent
Mayor Cross			x			
Council President Mix			x			
Councilor Chambers			x			
Councilor Kauffman	X		x			
Councilor Silvia			x			
Councilor Keating			x			
Councilor Burns		X	x			

- ix. The Council noted that a temporary injunction had been granted regarding the Coast Guard helicopter, with a hearing scheduled for the following Monday.
- x. Councilor Chambers moved to adopt Resolution 1593 as amended (correcting "Rolledo" to "Toledo"), seconded by Councilor Silvia. The motion passed unanimously.

Council member	M	S	Yay	Nay	Abstained	Absent
Mayor Cross			X			
Council President Mix			X			
Councilor Chambers	X		X			
Councilor Kauffman			X			
Councilor Silvia		X	X			
Councilor Keating			X			
Councilor Burns			X			

- xi. Councilor Keating raised the question of providing amicus support to the lawsuit regarding the Coast Guard helicopter. City Attorney Souvanny Miller explained that she was still gathering information on what the city's options might be, noting that there was not enough time to get involved in the Monday hearing, but that the recently passed resolution could be useful to the plaintiffs.

f) Reports and Comments

a. City Manager Report

- i. City Manager Huebner announced that City Hall would be closed on December 26, 2025, giving staff an extended holiday break after Christmas.

g) City Council Issue Tracker

a.

h) Council Comments

- a. Councilor Burns – Volunteer Appreciate Event and shared a positive story about the impact of sending thank you cards to donors.
- b. Councilor Kauffman - None
- c. Councilor Silvia – reiterated his request to name the new civic center after Officer Sumter, who lost his life in the line of duty.
- d. Councilor Keating - None
- e. Councilor Chambers - expressed gratitude for the opportunity to serve on the Council.
- f. Council President Mix - None

i) Mayor's Comments

- a. Mayor Cross expressed pride in how the Council works together to reach compromises and find solutions. He emphasized the importance of the Council presenting a united front to the community and urged everyone to be kind and show grace during the holiday season.

j) Future Agenda Items

- a. The Mayor suggested finding a date for a Council retreat, preferably by the first week of February, to align with the budget process. Councilor Keating requested that the Budget Committee meet in the first couple of months of the year to discuss the budget process and cycle.
- b. City Manager Huebner confirmed that they would organize both meetings.

k) Adjournment

- a. The mayor adjourned the meeting at: 8:59 p.m.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

City Hall
206 N. Main St.
Toledo, Oregon 97391
5:00 p.m.



TOLEDO CITY COUNCIL
Executive Session
December 10, 2025

1. Call to Order

- a. Mayor Rod Cross called the meeting to order at 5:05 p.m.
 - i. The Toledo City Council will meet in Executive Session, pursuant to ORS 192.660 (2) (b) To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.
 - ii. Representatives of the news media and designated individuals may be allowed to attend the executive session. All other members of the audience are prohibited. Representatives of the news media are specifically directed not to report on any of the deliberations except to state the general subject of the session as previously announced. No decision may be made in executive session.

2. Roll Call

- a. City Recorder Johnson took roll call.

Council Member	Present	Absent	Via Zoom
Mayor Cross	X		
Council President Mix	X		
Councilor Chambers	X		
Councilor Kauffman	X		
Councilor Silvia	X		
Councilor Burns	X		
Councilor Keating	X		

- b. City Staff in attendance
 - i. City Manager Rich Huebner, City Recorder Paul Johnson, Police Chief Michael Pace, PW Director Brian Lorimor, Fire Chief Larry Robeson, Library Director Harrison Baker, IT Director Justin Brown, Accounting Supervisor Cindy Oleman, Finance Director Pro Tem Judy Richter, HR Director Shawna Gribskov, City Attorney Souvanny Miller, Police Sergeant Pitcher, AS-ESC Wendy Pickell

3. Adjournment

- a. The mayor adjourned the meeting at: 7:23 p.m.

APPROVE:

Mayor Rod Cross

ATTEST:

City Recorder Paul Johnson

City Hall
206 N. Main St.
Toledo, Oregon 97391
6:00 p.m.



TOLEDO CITY COUNCIL
City Council Work Session
May 28, 2025

1. Call to Order

- a. Mayor Rod Cross called the meeting of the Toledo City Council to order on May 28, 2025. The Pledge of Allegiance was recited.

2. Roll Call

- a. Roll call was taken with Councilors Kauffman, Sylvia, Burns, Keating, and Council President Bush present. Councilor Mix was noted as excused. A quorum was established.

3. Visitors/Public Comment

- a. John Robinson provided comments regarding Ordinance 1423, which was on the agenda for discussion. Mr. Robinson reminded the Council that he had provided testimony on June 26, 2024, where City Attorney Mike Adams had agreed that he misinterpreted state statutes ORS 197a.445 and 197a.465. Mr. Robinson stated these statutes only allow affordable housing requirements to be applied to multifamily projects of at least 20 units, while Ordinance 1423 applies to structures with as few as 3 units. He contended the ordinance was illegal and could subject the city to litigation. He offered to be a resource to address problems with the ordinance and advocated for increasing housing supply in Toledo.
- b. City Attorney Souvanny Miller introduced herself to the Council. Ms. Miller noted she is from the Miller Nash law firm, which specializes in representing public entities. She has been representing cities since 2018 and previously served as city attorney for Eagle Point. Her practice includes public records law, public meetings law, ordinance drafting and review, land use, and employment litigation. Ms. Miller expressed excitement about working with Toledo, noting her personal connection to rural Oregon as she grew up in Veronia and her mother attended Siletz High School.
- c. City Manager Pro Tem David Clyne introduced Amber Mathiesen as the new Interim City Recorder, noting she would be present one day per week (Wednesdays) and available remotely at other times.

4. Discussion and Information Items

- a. Ordinance No. 1423, an Ordinance providing incentives for multifamily affordable housing, creating Toledo Municipal Code Chapter 13.44 – Affordable Housing, and Amending Toledo Municipal Code Chapter 13.24, and declaring an Emergency
 - i. City Manager Pro Tem Clyne explained that the ordinance was being

presented urgently because of deadlines facing Northwest Coastal Housing for their 30-unit project. The project needs a building permit process, and the city needs to commit approximately \$603,000 in state funds. Without this ordinance, Northwest Coastal Housing would have to pay about \$250,000 in System Development Charges (SDCs), which they likely don't have budgeted.

- ii. Mr. Clyne acknowledged the concerns raised by Mr. Robinson but noted that the City Attorney had been briefed on potential issues with the ordinance. He explained that the new City Attorney would review the ordinance and bring back any necessary fixes at a later date, but recommended moving forward with passage now to meet urgent deadlines.
 - iii. Councilors asked several questions about the legality of passing an ordinance that might need corrections. City Attorney Miller explained that while there could be compliance issues with the ordinance for future projects, there were no anticipated issues for the Northwest Coastal Housing project since it meets the 20-unit threshold. She confirmed that the ordinance could be reviewed and amended later.
 - iv. After discussion, the Council proceeded to vote on the ordinance. Moved by Councilor Kauffman, seconded by Councilor Keating: Based on testimony and evidence received in the public hearing, to adopt an ordinance of the Toledo City Council providing incentives for multifamily affordable housing, creating Toledo Municipal Code Chapter 13.44 – Affordable Housing, and Amending Toledo Municipal Code Chapter 13.24, and declaring an Emergency. Motion carried 6-0, with Councilor Mix excused.
 - v. A second reading by title only was completed.
 - vi. Moved by Councilor Kauffman, seconded by Councilor Keating: Based on testimony and evidence received in the public hearing, to adopt an ordinance of the Toledo City Council providing incentives for multifamily affordable housing, creating Toledo Municipal Code Chapter 13.44 – Affordable Housing, and Amending Toledo Municipal Code Chapter 13.24, and declaring an Emergency. Motion carried 6-0, with Councilor Mix excused.
- b. Motion to approve City Manager Pro Tem's decision of Employment Termination
- i. City Manager Pro Tem Clyne explained that per the city charter, the Council has authority to approve or disapprove the hiring and firing of personnel. He noted that the matter had been thoroughly vetted by city attorneys and insurance attorneys, and all necessary processes had been followed. For privacy reasons, the individual was not identified by name during the open session.
 - ii. Moved by Councilor Burns, seconded by Councilor Kauffman: To approve the City Manager Pro Tem's decision of termination of a Public Works Maintenance Worker 2 employee for cause pursuant to Section 4.2(g) of the City of Toledo Home Rule Charter. Motion carried 6-0, with Councilor Mix excused.

5. Work Session

- a. Street Lighting Fees
 - i. Finance Director Judy Richter explained that street lighting fees are typically adjusted on July 1 each year, though no adjustment was made last year. The current rates are \$8.75 per month for residential, \$17.50 per month for commercial businesses, and \$30 per month for industrial businesses. These fees are added to utility bills monthly.
 - ii. Ms. Richter noted that the estimated revenue for streetlights in the budget is \$150,000, while the expected expenditure is \$165,000, resulting in a \$15,000 deficit. She had reached out to Central Lincoln but was unable to confirm if they would be raising rates this year.
 - iii. After discussion, the Council reached a consensus to have Ms. Richter return to a future meeting with options for fee increases. Mayor Cross suggested approximate increases of 25 cents for residential, 50 cents for commercial, and \$1 for industrial users would help address the deficit. Ms. Richter agreed to bring back calculations for these potential increases at a June meeting, before the July 1 implementation date.

6. Reports and Comments

- a. City Council Issue Tracker
 - i. The issue tracker was reviewed and updated. City Manager Pro Tem Clyne noted that the ordinance review for Ordinance 1423 would be added to the issue tracker. He also mentioned that a parking code for the city would be addressed by the Planning Commission.
- b. Councilor Keating inquired about the water rate communications campaign. Ms. Richter explained that Harrison Baker from the library had prepared questions and answers explaining the reasons for rate increases, emphasizing that water and sewer funds cannot be spent elsewhere, and providing information on assistance resources like The Salvation Army and Community Services Consortium. A sample bill was included showing old and new rates. This information was being published in the newsletter accompanying utility bills and would be available on the city website.

7. Council Comments

- a. **Council President Bush** – None
- b. **Councilor Mix** – Absent
- c. **Councilor Burns** - requested the pet parade be added to the October events calendar on the city website. Noted that she and Mayor Cross would be participating in a cooking competition fundraiser for Toledo Food Share on Saturday.
- d. **Councilor Silvia** - None
- e. **Councilor Kauffman** - None
- f. **Councilor Keating** - discussed the importance of educating the public about city council meetings and how public comment functions. He encouraged citizens to contact the mayor or city manager to discuss how best to engage with the Council outside the three-minute public comment period, suggesting other formats like town halls or agenda items that allow for dialogue.
- g. The Council also discussed participating in the summer parade on Friday, July 12th at 6 PM as part of Summer Fest.

8. Mayor's Comments

- a. Announced that a new business owner had taken over at the top of Main Street, offering embroidery and similar services at competitive prices and providing city work at cost.

9. City Manager Pro Tem's Comments

- a. Recognized that this would be Lisa Figueroa's last council meeting, and the Council expressed their appreciation for her service.

10. Adjournment

- a. The mayor adjourned the meeting.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

City Hall
206 N. Main St.
Toledo, Oregon 97391
6:00 p.m.



**TOLEDO CITY COUNCIL
Regular City Council Meeting
June 4, 2025**

1. Call to Order

- a. Mayor Rod Cross called the Toledo City Council Regular Meeting for June 4, 2025, to order. The Pledge of Allegiance was recited,

2. Roll Call

- a. Present were Councilors Kaufman, Silvia, Mix, Keating, and Mayor Cross. Councilor Burns joined the meeting via Zoom but initially had technical difficulties with video and audio. It was noted that there were enough councilors present to conduct business.

3. Visitors/Public Comment

- a. John Robinson addressed the Council briefly to thank Amber and David for taking care of his concerns. He mentioned that he had originally intended to speak about an issue, but after speaking with Amber and David earlier in the day, his concerns had been addressed. He commended Amber for being "right on top of things" and noted it was a "good start right out of the gate."

4. Consent Agenda

- a. The consent agenda included the minutes from the May 28, 2025 meeting, a resolution authorizing rate adjustments for solid waste disposal services provided by Dahl Disposal Services and repealing Resolution No. 1554, and a resolution authorizing signers on the City of Toledo bank accounts.
- b. Councilor Mix moved to accept the entire consent agenda, seconded by Councilor Kauffman. The motion carried 5-0.

5. Discussion and Decision Items

- a. Options for Additions to the After-Action Review Project
 - i. Sia Lindstrom from Jensen Strategies presented options to expand the community engagement portion of the After Action Review project. Four options were presented:
 - ii. Communications (\$2,375): Creating a city webpage dedicated to the project with regular updates throughout the project's life.
 - iii. Additional Interviews (\$4,200): Conducting up to five stakeholder interviews with community members to gather more community perspective.
 - iv. Community Rollout (\$12,000): Conducting a 90-minute in-person

- community meeting to present findings, answer questions, and gather feedback, along with an online survey component.
- v. Action Plan Development (cost not specified): Working with the new city manager to develop an implementation plan for recommendations.
 - vi. During discussion, councilors expressed budget concerns but emphasized the importance of transparency. Councilor Mix noted that transparency was the greatest point of frustration for the community throughout the past year. Councilor Silvia expressed concern about ensuring information would be accessible to residents without internet access.
 - vii. There was consensus among the council to approve the first option (Communications) immediately, while holding off on the other options until later in the process when the new city manager is in place.
 - viii. Councilor Keating moved to authorize the city manager pro tem to authorize and execute an amendment to the After Action Review with Jensen Strategies to include an additional service under their category of communications. Councilor Kauffman seconded the motion. The motion carried 6-0.
- b. The Council took a 10-minute recess to observe the high school senior parade passing down Main Street.
- c. Street Lighting Fees
- i. Finance Director Judy presented calculations regarding street lighting fee increases needed to cover a \$15,000 annual budget shortfall (\$1,250/month). She initially proposed raising residential rates by \$0.75/month, commercial rates by \$1.50, and industrial rates by \$5.00, which would generate approximately \$1,116 monthly.
 - ii. Mayor Cross and several councilors expressed concerns about the fairness of the rate structure, particularly regarding industrial users like Georgia Pacific that generate significantly more traffic but don't pay proportionately higher fees. Mayor Cross noted that Georgia Pacific has approximately 400 employees and 200 trucks daily using the streets but only pays about four times what a household of four people pays.
 - iii. After discussion and calculations, the Council reached consensus to:
 - 1. Leave residential rates unchanged
 - 2. Increase commercial rates by \$11.00 per month
 - 3. Increase industrial rates by \$15.00 per month
 - iv. This approach would generate the needed revenue while avoiding additional burden on residential customers who recently experienced water bill increases. Judy will bring back a resolution reflecting these changes at a future meeting.
- d. Approve hiring Hicks Striping & Curbing to paint center lines & fog lines in the City of Toledo
- i. Public Works Director Lorimor presented a request to hire Hicks Striping & Curbing for the annual painting of center lines and fog lines on city streets. He noted this is crucial for the safety of those using Toledo streets for travel and would impact the budget by \$54,000.
 - ii. Councilor Keating moved to approve hiring Hicks Striping & Curbing to paint center lines and fog lines on the streets of Toledo. Councilor Silvia seconded the motion. The motion carried 6-0.

- e. Approve scope and partnership with GSI Water Solutions for Mill Creek Forest Stewardship Plan and Siletz River Critical Area Protection Support
 - i. Public Works Director Lorimor presented a request to approve the Interim City Manager signing a contract with GSI Water Solutions to assist and execute the Mill Creek Forest Stewardship Plan and the Siletz River Critical Area Protection Plan.
 - ii. Lorimor explained that the city had been awarded a 2024 Drinking Water Source Protection Grant from Business Oregon for this purpose. The grant is for \$70,000 and would cover all expenses incurred. The project timeline would run from January 1, 2025, to March 31, 2026 (15 months).
 - iii. Councilor Keating moved to approve having Interim City Manager Clyne sign the contract with GSI Water Solutions Inc. to assist and execute the Mill Creek Forest Stewardship Plan and Siletz River Critical Area Protection Plan for the City of Toledo. Councilor Kauffman seconded the motion. The motion carried 6-0.
- f. Application to consume alcohol in public places – Glastonbury Renaissance Faire
 - i. The Council reviewed an application from the Glastonbury Renaissance Faire for alcohol consumption in public places. Police Chief Pace confirmed that the police department had reviewed the application and found no issues.
 - ii. Councilors expressed concerns about ensuring the alcohol consumption area would be properly fenced and monitored, particularly to prevent underage access. There was discussion about how OLCC (Oregon Liquor and Cannabis Commission) requirements had become less stringent since COVID-19.
 - iii. Councilor Silvia moved to approve the application with the conditions that they fence in the alcohol drinking consumption and selling area and that it be monitored. Councilor Keating seconded the motion. The motion carried 6-0.

6. Reports and Comments

- a. City Manager Pro Tem David Clyne provided updates on several items in the issue tracker
 - i. Fire policies had been clarified at the previous meeting
 - ii. Charter review was suggested for a September work session
 - iii. Public safety fee discussions were recommended for a future work session
 - iv. Ordinance 14-23 needed review for inconsistencies and possible procedural issues with adoption
- b. Clyne noted they would be working with the city attorney to address any issues with Ordinance 14-23 and would report back soon.

7. Council Comments

- a. **Council President Bush** – None
- b. **Councilor Mix** – None
- c. **Councilor Burns** – None
- d. **Councilor Silvia** – None
- e. **Councilor Kauffman** – None
- f. **Councilor Keating** - None

8. Mayor's Comments

- a. Mayor Cross reported on his participation in a cooking competition that raised nearly \$1,000 for Food Share. He and Councilor Silvia came in second place with

their Italian-inspired dishes. The Mayor encouraged more participation in next year's event.

- b. He also discussed concerns about recent Oregon Government Ethics Commission rulings regarding what constitutes compensation for public officials, including food served at meetings being considered a taxable benefit. He expressed frustration with what he viewed as misplaced priorities by the commission.
- c. Mayor Cross shared positive news regarding a potential \$5.6 million in lottery funding for the public safety building, noting that Toledo remains at the top of the funding list and could receive the money this fall.

9. Future Agenda Items

- a. None

10. Adjournment

- a. The mayor adjourned the meeting.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

City Hall
206 N. Main St.
Toledo, Oregon 97391
6:00 p.m.



TOLEDO CITY COUNCIL
Regular City Council Meeting
June 25, 2025

1. Call to Order

- a. The City Council work session of June 25, 2025, was called to order. The Pledge of Allegiance was recited.

2. Roll Call

- a. Roll call was taken with the following present: Councilor Burns, Councilor Keating, Councilor Silvia, Council President Bush and Mayor Cross are present. Councilor Mix was reported ill and excused from the meeting. Councilor Kaufman was noted as being on her way.

3. Visitors/Public Comment

- a. No members of the public or those online addressed the Council during this period.

4. Discussion and Information Items

- a. Library Board Presentation
 - i. A representative from the library board addressed issues with documentation that puts the library in a difficult position. The board member, who had served for over 10 years, noted several inconsistencies in the current ordinances and resolutions. Key issues included:
 - ii. The requirement for 7 board members when they currently only have 5
 - iii. Confusing language about term staggering
 - iv. The mayor being responsible for finding board members when the library director would be better positioned for this
 - v. Requirements for city residency that are difficult to meet
 - vi. Outdated terminology referring to a "librarian" rather than a "library director"
 - vii. The board member announced he was stepping down as chair of the library board due to health reasons and frustration with the lengthy process, having been involved in this effort for over two years.
- b. Consider Funding for Toledo History Center and Yaquina Pacific Railroad Historical Society
 - i. Councilor Silvia had suggested doing what was done the previous year, which was providing \$12,000 to each organization. Councilor Keating proposed disbursing the funds quarterly to better manage the strategic budget. The representatives from both organizations indicated they would provide quarterly reports when invoicing for funds.
 - ii. The representatives mentioned upcoming events, including a 20-year anniversary for the History Center in September and a Community

- Conversations event at the library on July 17th featuring history of Toledo.
- iii. Councilor Silvia moved to approve an expenditure of \$3,000 quarterly for a total of \$12,000 for the Toledo History Center and to approve an expenditure of \$3,000 quarterly for a total of \$12,000 for the Yaquina Pacific Railroad Historical Society to be paid from the City Council strategic reserve fund in fiscal 2025-26, with funding to be reviewed every quarter. Councilor Keating seconded the motion. The motion carried 5-0, with Councilor Mix excused.
 - c. Application to consume alcohol in public places – Glastonbury Renaissance Faire
 - i. The staff report indicated that the applicant, Lily, had addressed questions from the previous meeting. The alcohol would be served in a roped-off area with monitoring in place to prevent minors from consuming alcohol. The applicant provided an updated map and certificate of insurance.
 - ii. The Council discussed the issue of purchased bottles potentially being opened on fairgrounds. Councilors raised concerns about enforcement and monitoring. After discussion, they determined that if attendees were caught opening purchased bottles outside designated areas, they should either take the alcohol to the beer garden or leave the premises.
 - iii. Council President Bush moved to approve the application to consume alcohol in public places by the Glastonbury Renaissance Faire with the stipulation that any open containers they are selling, if opened, the person must either go to the beer garden or be sent out of the fair. Councilor Burns seconded the motion. The motion carried 5-0.
 - d. Outdoor event application – Barrel to Keg Relay
 - i. This item was moved to the July 2, 2025 agenda because the applicant noted that their event would be taking place on the same day as Summerfest. The Police Chief was coordinating with both event organizers to ensure they would work harmoniously.
 - e. Proposed Agreement for Termination of Fire Services IGA
 - i. The City Manager presented the proposed agreement to terminate the existing agreement with East Lincoln Fire. The agreement had been reviewed by the city attorney and would provide for one month's payment to satisfy work in fiscal year 2024-25.
 - ii. The City Manager noted that they were working separately on agreements for shared use of the building, equipment, and policies governing the building and personnel. He expressed that Chair Voice from East Lincoln was working well with the city to reach agreement on both documents.
 - iii. Councilor Keating moved to authorize the execution of the proposed termination of agreement between the City of Toledo and East Lincoln County Fire and Rescue District as presented. Council President Bush seconded the motion. The motion carried 5-0.

5. Adjournment

- a. The mayor recessed the meeting to enter into Executive Session.

APPROVE:

Mayor Rod Cross

ATTEST:

City Recorder Paul Johnson



City of Toledo
City Enhancement & In-Kind Services

Award Recipient Final Report Form
Deadline: December 31, 2025

Please submit the final report to:

Attention: City Recorder
City of Toledo
Po Box 220
Toledo, OR 97391

ORGANIZATION INFORMATION

Organization

Name:

Yaguina River Museum of Art

Contact Person:

Susan Anderson

Mailing Address:

151 NE Aldee St

Toledo
City

OR
State

97391
Zip

Phone Number:

541-336-1907

cell 541-961-5712

E-mail address:

Yemaoffice@questoffice.net

FINAL REPORT

Amount Received: \$1,170.00

Describe how the contribution funds were used (e.g. supplies purchased, applied to overall administration, use additional pages if needed):

Please see attached

Did the expenditures match the application request?

☐ Yes ☒ No

If not, please explain:

See attached

OFFICE USE ONLY:

Date received: _____

Staff review: _____

YAQUINA RIVER MUSEUM of ART

A Regional Museum where Art and Industry Meet!

Describe how the contribution funds were used.

The funds were used for the following for August 2025:

- First Weekend for August 1st Weekend -ArtWalk 30-collaboration with Art, Oysters & Brews
- Cost for designing and printing 200 flyers \$ 400.00
- Cost of Banner for advertising the ArtWalk 30 cost for the city of Toledo to display the banner. \$150,00
- Cost for refreshments \$100.00 \$650.00

The funds were used for the following for September 2025:

- First Weekend for September 1st Weekend
- Cost for designing and printing 50 flyers \$150.00
- Cost for refreshments \$75.00 \$225.00

The funds were used for the following for October 2025:

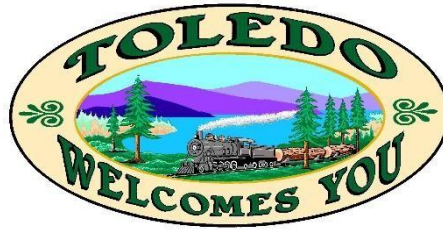
- First Weekend for October 1st Weekend
- Cost for designing and printing 50 flyers \$150.00
- Cost for refreshments \$75.00 \$225.00

The funds were used for the following for November 2025:

- First Weekend for November 1st Weekend
- Cost for designing and printing 50 flyers \$150.00 \$225.00
- Cost for refreshments \$75.00

Grant Total	\$1,325.00
Grant	<u>-\$1,170.00</u>
Paid by Yaquina River Museum of Art	\$155.00

Yaquina River Museum thanks the City of Toledo for this grant which paid for almost all of the expenses.



**CITY OF TOLEDO
CITY COUNCIL
RULES**

REVISED:

January __, 2026

October 7, 2020

October 7, 2009

October 17, 2007

November 15, 2000

APPROVED:

March 18, 1981

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PREFACE

In Oregon, many city charters require a city council to establish rules of procedure for how council meetings will be governed, how appointments will be made, and how council members interact with one another, city employees, and the public. Toledo Charter ~~Section 13.6~~ requires the Council to “adopt rules ~~for the government of~~ to govern its members and proceedings.” Like many other cities’ charters, it does not provide substance or guidance on how to do so. Some rules for elected officials are found in the city charter. Some are found in city code and state law.

The Council Rules that follow are not codified; instead they expand upon the law to guide conduct and procedure specific to the City of Toledo. Once adopted they are enforceable by their own terms and they may be suspended in whole or in part by vote of a majority of incumbent council members.

Establishing rules of procedure for council meetings and councilor conduct has several benefits. First, it allows for meetings to be run in an efficient and consistent manner. Second, it allows for the council to receive information from the public about matters of public concern in a courteous and respectful manner. Third, rules provide guidance to council members on how they are to interact and engage with city employees, other members of council, and members of the public. Fourth, rules of procedure ensure continuity and stability during transition years when new members of the council are elected to office.

The Toledo City Council believes that effective municipal governance requires that individual council members adhere to a general set of principles when dealing with each other, staff and the general public. Furthermore, the Toledo City Council desires to conduct its meetings in a manner that is courteous, effective and efficient while fostering an environment that is fair, open and responsive to the needs of the community.

All questions regarding these rules will be resolved by majority vote of the council.

These rules cite to applicable law and may use the following abbreviations: Toledo Municipal Code (TMC), Toledo Charter (~~TC~~ or “Charter”), Oregon Revised Statutes (ORS), Oregon Administrative Rules (OAR). References to the City Manager also include designee(s) of the City Manager.

CHAPTER 1 – General Governance

1.1. Rules of Procedure.

- A. The current edition of Robert's Rules of Order Revised shall be used as a guideline for conduct of Council meetings, except in those cases where specific provisions contrary to Robert's rules shall be necessary and approved by the Council.
- B. Members of the Council are encouraged to avoid invoking the finer points of parliamentary procedure found within Robert's Rules of Order when such points will obscure the issues before the Council and confuse members of the public.
- C. Whenever these rules and Robert's Rules of Order conflict, these rules shall govern.

1.2. Quorum. *Except to adjourn, a quorum is required to conduct official City business at any meeting of City Council*

- A. A quorum is defined as a majority of ~~incumbent ("currently holding office")~~the members of the Council. (Charter ~~3.8~~14)
- B. In the event a quorum is not present, the members of Council may meet in order to compel the attendance of absent members ~~and for no other purpose or to make appointments necessary to reach quorum as described in the Charter, Section 9.10.~~
- C. Members of City Council are permitted to congregate socially, in civic organizations, and in any other non-official City engagement regardless of quorum, provided that Council Members ~~do not engage in deliberations or decisions regarding matters that are before, or could reasonably be foreseen to come before, the City Council. do not deliberate on official City business.~~ No public notice is required.

1.3. Presiding Officer

- A. The Mayor is the presiding officer and shall preside over council deliberations and shall have a vote on all questions before the Council. The Mayor shall preserve order, enforce the rules of the Council, and determine the order of business under the rules of the Council. (Charter ~~46~~3.4)
- B. The Council shall elect a Council President from its membership at its first meeting of each odd-numbered year. (Charter ~~3.5~~17)
- C. In the Mayor's absence the Council President is presiding officer. ~~When the mayor is unable to perform the functions of the office, the president shall act as mayor. The Council President shall retain all rights and privileges of the office of the Mayor.~~ (Charter 3.5~~17~~)
- D. If both the Mayor and the Council President are absent from the meeting, the following procedure shall be utilized to appoint a pro tem presiding officer:
 - 1. The City Manager shall call the Council to order and call the roll of the members.
 - 2. Those members of Council present shall elect, by majority vote, a temporary presiding officer for the meeting.

3. Should either the Mayor or the Council President arrive, the pro tem presiding officer shall relinquish control of the meeting immediately upon the conclusion of the item presently being discussed.
4. The pro tem presiding officer shall retain all rights and privileges of a member of Council when acting in this capacity.
5. The pro tem presiding officer does not have any rights of the Mayor outside of meetings.
6. A pro tem presiding officer shall be reappointed at each meeting under this subsection as long as the Mayor and Council President remain absent.

1.4. Appointed Officers

~~A. A. Mandatory Appointment.~~ City Manager. The City Manager is required to attend all Council meetings and is permitted to participate in any discussion; however, the City Manager has no authority to cast a vote in any decision rendered by the Council. The powers and duties of the City Manager are set forth in Toledo Charter, Section 4.2-20.

~~B. Optional Appointments.~~

B. City Attorney. The City Attorney ~~may shall~~ attend ~~any all~~ meetings of the Council, ~~unless excused~~, and will, upon request, give an opinion, either written or oral, on legal matters. (Charter ~~4.310~~)

C. Municipal Court Judge. (Charter ~~4.410, 21~~)

D. Any other Officers that the Council considers necessary. (Charter ~~10-124.1.b.~~)

CHAPTER 2 – Meetings

2.1 Statement of Purpose

Limited Public Forum. The meetings of the council, including regular meetings, special meetings, work sessions and emergency meetings are open to the public in accordance with the Oregon Public Meetings Law. The meetings are considered a limited public forum at which council business is conducted in accordance with the agenda and rules of the council. The mayor, as the presiding officer, along with the council has the authority to require discussion at the meetings be addressed to the matters that are appropriate to be considered, to limit the time for discussion, and to restrict input concerning the matters to be discussed. The council has the right to require persons attending the meeting, addressing the council or participating in the meeting to conform to the rules of the council and directions of the mayor or the presiding officer.

2.2 Types of Meetings

A. Regular meetings.

1. Council shall typically hold a regular meeting at least twice a month in the City at a time and place that it designates (Charter 3.713).
2. No Council meeting will be held at a venue that discriminates against individuals based on an individual's race, religion, color, gender, gender identity, national origin, ethnicity, marital status, familial status, age, sexual orientation, source of income, disability, or any other status as defined by state law.
3. In the event City Hall is not available for a meeting, the Council shall meet at a venue open to the public which is located within the jurisdictional limits of the City. Otherwise, the venue shall be as close to the Toledo's jurisdictional boundary as practicable.
4. The Council shall direct city staff to give public notice, reasonably calculated to give actual notice to interested persons including news media which have requested notice, of the time and place for holding regular meetings. The notice shall also include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.

B. Special meetings. Special meetings are meetings that are nonemergent and not a regularly scheduled meeting or a work session

1. Special meetings may be called by the Mayor, or in the Mayor's absence, the Council President, or the City Manager.
2. Special meetings require at least 24 hours' notice to the general public, any news media who have requested notice, and the members of the governing body. (ORS 192.640)
3. No business other than that for which a special meeting is called can be transacted at a special meeting.

C. Emergency meetings. Emergency meetings are special meetings when circumstances present an emergency whereby it is not possible to give 24 hours' notice to the public of the meeting.

Emergency meetings may be called by the Mayor, or in the Mayor's absence, the Council President, the City Manager, or the City Attorney. In addition to other public record keeping requirements, minutes for such a meeting must describe the emergency that justifies less than 24 hours' notice. No topic other than the emergency may be discussed at an emergency meeting. (ORS 192.640)

D. Work Session. Work sessions are authorized by these rules. The purpose of work session meeting is to present information to the Council so that the Council is prepared for regular or special meetings. The meeting date and time shall be regularly scheduled however the Council, in its sole discretion may reschedule or cancel work sessions.

1. All work sessions are subject to Oregon's public meetings law and must be noticed accordingly.

2. Work sessions are intended to allow for preliminary discussions. The Council is not permitted to take formal or final action on matters at a work session.

ALTERNATIVE FROM MODEL RULES (adjusted to permit council to call work session)

D. Work Sessions. Work sessions are permitted to present information to the council so that the council is prepared for regular or special meetings.

1. All work sessions are subject to Oregon's public meetings law and must be noticed accordingly.

2. Work sessions are intended to allow for preliminary discussions, and the council is not permitted to take formal or final action on any matter at a work session.

3. Work sessions may be by the city council or city manager.

4. The city manager is to invite any relevant staff to work sessions so that the sessions are as productive as possible.

E. Executive Sessions. The City Council may hold an executive session during a regular, special, or emergency meeting pursuant to ORS 192 and OAR Chapter 199 Division 40.

1. Executive sessions may be called by the Mayor, presiding officer, the City Attorney, or the City Manager.

2. The Council may exclude any person(s) which it is authorized by law to exclude from an executive session.

3. Representatives of the news media shall be allowed to attend executive sessions consistent with state law and in accordance with the Toledo Media Policy. The Presiding Officer shall instruct any media representatives present not to disclose the substance of any discussion during executive session. The media policy may be amended with advice and consent of the Council.

4. No decision or formal action shall be made in an executive session. If the Council in executive session provides direction or consensus to staff on proposed terms and conditions for any type of negotiation whether it be related to property acquisition or disposal, pending or likely claim or litigation, or employee negotiations, all contact with other parties shall be made by designated staff or representatives handling the negotiations or litigation. A Councilor will not have any contact or discussion with any other party or its representative nor communicate any executive session discussion.

2.3. Authority to Reschedule

The City Council may cancel or reschedule any meeting so long as the City Council holds ~~two~~one regular meetings within the month in accordance with City Charter, ~~Section 3.7~~Section 3.713.

2.4. Travel and Training Sessions

The City Council may attend training sessions outside of the City's jurisdictional limits provided no deliberations toward a decision are made. No public notice is required.

2.5. Agendas

The City Manager shall prepare an agenda for every regular meeting and work session. Agendas for special meetings, emergency meetings, and executive sessions shall be prepared by the individual(s) calling the meeting

A. Agendas shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects. B. Agendas shall be posted in at least one location at City Hall.

C. The Mayor, or in the Mayor's absence, the Presiding Officer, or City Manager may place routine items and items referred by staff on the agenda without Council approval or action ("Consent Agenda").

D. The City Manager may remove any items on the agenda, any item of old business, any resolution, or any ordinance placed for first reading from the agenda at any time prior to the time the meeting is convened. The presiding officer shall announce such removal at the beginning of the meeting.

E. A member of the Council who wishes to have an item placed on the agenda may:

1. Submit a request to the Mayor with a copy to the City Manager at least one week prior to the meeting.
2. Bring up the item during Council comments for consideration and the Council may vote to add the item to a future meeting agenda.

2.6. Order of Business

The order of business for all regular meetings shall be as follows.

A. Call to order and roll call

- B. Public comment - Public comment regarding items not on the agenda will be reserved for every regular meeting of the Council. Persons wishing to speak during public comment must sign the “speaker’s roster” with the person’s name, whether the person is a resident of the City, and address and the topic upon which the person wishes to speak. The public comment period for items not on the agenda shall not exceed a maximum of 30 minutes, unless a majority of the Councilors present vote to extend the time. Additional rules for public comment are included in Section 2.12.
- C. Community Service Reports and/or presentations to the Council.
- D. Consent Agenda - In order to expedite the Council’s business, the approval of minutes and other routine agenda items shall be placed on the consent agenda.
 - 1. All items on the consent agenda shall be approved by a single motion, unless an item is removed for further consideration.
 - 2. Any item on the consent agenda may be removed for separate consideration by any member of the Council.
 - 3. Ordinances, resolutions, and orders will not be placed on the consent calendar.
- E. Discussion and Information Items
- F. Decision Items - Public comment shall also be allowed for all decisions before the Council requiring a vote, at a time to be determined by the presiding officer.
- G. Reports and Comments - When necessary, reports can be given to the Council by boards, commissions, committees, elected officials, and/or City employees.
- H. Adjournment

2.7. Attendance

- A. Attendance is mandatory. Members of the Council shall advise the City Manager within one hour prior to the meeting if they will be unable to attend any meetings.
- B. Call of the House. When a quorum is not present at the time set for a meeting or when a quorum has been present and a meeting has commenced, but a quorum is no longer present, any council member may move for a call of the house. The motion will be put in the following form: "I move for a call of the house." That motion will take precedence over all other business. The motion need not be seconded, but it is subject to discussion. At least two council members present must concur for the call of the house motion to pass. If the motion is passed, then all unexcused absent council members will be requested to attend or return to the meeting.
- C. The mayor, or in the mayor’s absence, the presiding officer, is authorized to recess the meeting to a time certain while attendance is being compelled.
- D. Attendance issues may be dealt with by public censure pursuant to Chapter 3, Section IV

2.8. Public Hearings Generally

A. A public hearing may be legislative or quasi-judicial, the formalities of which are governed by law. The public hearing procedure template is set forth in Appendix A. This template may be amended by staff with advice and consent of the Council.

B. The Presiding Officer may limit the time and number of speakers at each public hearing; however, no such limitation shall obstruct the presentation of evidence relevant to determine the facts, apply the law, or give a ruling, order, or determination. In such event, the Presiding Officer shall announce such restriction prior to the beginning of the hearing.

C. Each person shall, prior to giving testimony, give his or her name, shall indicate whether they are a resident of the City, ~~and state their address for the record.~~ Persons whose property is at issue or whose address is relevant to determine their standing shall state their address for the record. All remarks shall be addressed to the Council as a body and not to any member thereof.

D.

2.9. Point of Order

A Point of Order is request of the presiding officer to take notice of state law, the city's charter, city code, of these council rules. Points of Order can be made by a ~~counselor~~councilor, city manager, city attorney, or city recorder. A Point of Order is made by stating, "Point of Order" and citing to the source of law. Raising a Point of Order stops discussion on the matter that is under consideration. The presiding officer acknowledges the Point of Order by ruling in one of two ways: (a) Agree and implement the law or rule as indicated, (b) Disagree and state a reason for the disagreement. A Point of Order is intended to encourage best practices and compliance with legal standards so to make council actions defensible; they are not intended to redirect or undermine the process, such as when invoking finer points of Robert's Rules.

2.10. Motions

A. The following rules shall apply to motions:

1. All motions shall be distinctly worded.
2. If a motion does not receive a second, the motion fails and no vote may be taken on the motion.
3. The Council will discuss a motion only after the motion has been moved and seconded. Nothing in this section prevents general discussion or expression of opinions before a motion is made.
4. A motion to amend can be made to a motion that is on the floor and has been seconded.
5. A motion may be withdrawn by the mover at any time without the consent of the Council.

6. Amendments are voted on first, then the main motion is voted on as amended.

If the motion proposes substantive changes to a proposed ordinance, the Council will direct staff to make the necessary amendments to the proposed ordinance reintroduce the proposed document for additional review at a later date.

If the motion proposes significant substantive changes to a resolution, the Council may direct staff to make the necessary amendments to the proposed resolution and reintroduce the proposed document for additional review at a later date.

6.7. Debate on the main subject resumes if the motion fails.

7.8. A motion that receives a tie vote fails.

9. The motion may be repeated prior to a vote.

B. Motion to Reconsider.

1. A motion to reconsider may only be made by a member of the prevailing side. Any member may second the motion.
2. A Council member may move for reconsideration on an action at the same meeting prior to the adjournment of the meeting or the next regular meeting, provided that reconsideration of the action has been added to the agenda and noticed accordingly.
3. Once a matter has been reconsidered, no motion for further reconsideration shall be made.

2.11. Debate

The following rules shall govern the debate of any item being discussed by the Council:

- A. Every council member desiring to speak shall address the presiding officer and, upon recognition by the presiding officer shall confine themselves to the question under debate, at all times acting and speaking in a respectful manner.
- B. A council member, once recognized, shall not be interrupted when speaking unless it is to be called to order, or as herein otherwise provided.

2.12. Public Comment

The public ~~may~~ shall be allowed to comment as described in Section 2.6 regarding matters not on the agenda, and on all matters before the Council ~~at discretion of the presiding officer. that require a vote.~~

A. For public comment on matters on the agenda requiring a vote, tThe presiding officer may open the matter for public comment after the staff report and council discussion but before any action is taken.

B. Public comment is a time for comment, it is not a time for debate, nor is it a time for members of the public to ask questions of and receives answers from the Council or City staff.

C. Each person desiring to comment shall provide the Council with their name, and whether they are a resident of the City, and address prior to giving comment to ensure the minutes of the meeting properly reflect those persons who provided public comment. Persons commenting about a specific property may be asked to provide the address of that property.

D. Each person desiring to comment shall be limited to three minutes.

2.13. Voting

The vote on every motion shall be taken by a show of hands or roll call and entered in the meeting minutes. Every Council member shall vote, unless they have declared a conflict of interest or an abstention.

2.14. Minutes

A. Minutes.

1. All minutes should be in written form with an audio recording of the meeting maintained by the City Recorder in accordance with the appropriate record retention schedule and in accordance with Oregon Public Records Law. Neither a full transcript nor a full recording of the meeting is required, except as otherwise prescribed by law, but the written minutes or recording must give a true reflection of the matters discussed at the meeting and the views of the participants.
2. Contents of Minutes. Meeting minutes shall contain the following information:
 - a. The date, time and place of meeting
 - b. All members of the governing body present
 - c. All motions, proposals, resolutions, orders, ordinances and measures proposed and the disposition
 - d. The results of all votes and the vote of each member
 - e. The substance of any discussion and a reference to any document discussed
3. Executive Session minutes shall be kept in written form, in accordance with subsection 1 and 2 of this section. An audio recording of an executive session may be kept consistent with state law and in accordance with the City's record retention schedule, and it need not be transcribed unless otherwise provided by law. If a Council Member wishes to

review material from the executive session or if a council member is absent from an executive session and wishes to review materials from the executive session, they must submit a request to the Council. Council may approve or deny the request. Council may approve review of executive session materials by any of the following: listen to the full audio, review written minutes, or get a briefing from the City Manager or City Attorney.

CHAPTER 3– Ethics, Decorum, Outside Statements

3.1. Ethics

All members of the Council shall review and observe the requirements of state ethics law. In addition to complying with state ethics law, all members of the Council shall refrain from:

- A. Disclosing confidential information.
- B. Taking action which benefits special interest groups or persons at the expense of the City as a whole.
- C. Expressing an opinion contrary to the official position of the Council without so saying.
- D. Conducting themselves in a manner so as to bring disrepute upon the government of the City.
- E. Gifts. (ORS 240 and OAR Ch. 199 Div. 5)

1. Definition. A gift is something of economic value given to a council member, a relative, or member of the council member's household for which the recipient either makes no payment or makes payment at a discounted price.

2. Rule. A council member, relative, or household member of the councilor may not solicit or receive any gift with a value exceeding \$50 from any single source when the councilor knows the identity of the donor and the donor is known to have a legislative or administrative interest in the subject matter before council. (ORS 244.025)

3. Exceptions.

a. Gifts from relatives or household members

b. Reasonable expenses paid by certain entities if:

(i) The entity is a government entity, a Native American tribe, a membership organization to which the governing body pays dues, or a 501(c)(3) nonprofit organization; and

(ii) The council member is participating in a convention, fact-finding mission/trip, or meeting where he or she is scheduled to speak, participate in a panel discussion or represent their governmental unit

c. Reasonable food, travel or lodging expenses for the council member, a relative, household member or staff while the council member is representing his or her governmental unit on:

(i) An officially sanctioned fact-finding mission or trade-promotion; or

(ii) In officially designated negotiations, or economic development activities, approved in advanced;

- d. Admission, food and beverages for the council member, a relative, household member, or staff while accompanying the council member at a reception, meal or meeting held by an organization where the council member represents his or her governmental body;
- e. Food, beverage and entertainment that is incidental to the main purpose of the event;
- f. Food or beverage consumed by a council member acting in an official capacity in association with a financial transaction or business agreement with another government agency, another public body or a private entity, including review, approval or execution of documents or closing a borrowing or investment transaction;
- g. An unsolicited token or award of appreciation in the form of a plaque, trophy, desk or wall item or similar with a resale value of under \$25;
- h. Anything of economic value offered, solicited or received as part of the usual and customary practice of the recipient's private business or the recipient's employment or position as a volunteer with a private business, corporation, or other legal entity operated for economic value. The item must bear no relation to official business and must be historical or established long-standing traditions or practices resulting in economic benefits for those that are not in public office;
- i. Informational material related to the performance of official duties;
- j. Waiver or discount of registration expenses or materials provided at a continuing education event that a council member or candidate may attend to satisfy a professional licensing requirement;
- k. Legal defense trust fund contributions; and
- l. Campaign contributions.

F. Conflicts of Interest and Abstentions

1. Quasi-Judicial Proceedings ("Hearings"). Generally, conflicts of interest arise in situations where a Councilor, deliberating in a quasi-judicial proceeding, has an actual or potential financial interest in the matter before the Council. Under state law, an actual conflict of interest is defined as one that would be to the private financial benefit of the councilor, a relative or a business, with which the Councilor is associated. A potential conflict of interest is one that could be to the private financial benefit of the councilor, a relative or a business with which the Councilor is associated. A relative means the spouse, children, siblings or parents of the councilor or the councilor's spouse. A Councilor must publicly announce potential and actual conflicts of interest and, in the

case of an actual conflict of interest, must refrain from participating in debate on the issue or from voting on the issue.

2. All other decision items. A Council Member may abstain from any vote based on their perceived conflict of interest and shall provide a reason for the abstention.
3. Rule of Necessity. If a council member is met with an actual conflict of interest and the council member's vote is necessary to meet the minimum number of votes required for official action, the council member may vote. The council member must still announce the conflict and refrain from any discussion, but may participate in the vote required for official action by the governing body. (ORS 244.120(2)(b)(B)). This provision does not apply in situations where there are insufficient votes because of a member's absence. Rather, it applies where a quorum is lacking solely because council members must refrain from voting due to actual conflicts of interest. Council members with actual conflicts may vote only when it is impossible for the governing body to take official action, even if all members are present.

3.2. Decorum

A. The presiding officer shall preserve decorum during meetings and shall decide all points of order, subject to appeal of the Council.

B. Members of the City Council will:

1. Be respectful towards fellow Council members, staff, guests, and members of the public.
2. Be well informed and participate in the decisions of the Council.
3. Attend Council meetings and Council sub-committees assigned.
4. Make staff, guests, and members of the public comfortable by fostering a welcoming milieu and educating meeting attendees about the meeting process.
5. Maintain a tone of voice that is friendly, sincere and communicate clearly to ensure they are heard.
6. Preserve decorum during meetings, and shall not, by conversation or action, delay or interrupt the proceedings, or refuse to obey the orders of the presiding officer or these rules.

~~C. If significant changes are suggested to a proposed ordinance or resolution, the Council may direct staff to make the necessary amendments to the proposed ordinance or resolution and reintroduce the proposed document for additional review.~~

~~D.C.~~ Members of the City staff and all other persons attending meetings shall observe the Council's rules of proceedings and adhere to the same standards of decorum as members of Council.

E.D. Council members, staff, guests and members of the public shall not obstruct the meeting in a manner that prohibits the Council from conducting its business.

F.E. Picture Taking and Filming is allowed provided it does not disrupt the meeting of the Council as determined by the Presiding officer or Sergeant at Arms.

G.F. A law enforcement officer of the City may be designated by the City Manager as Sergeant-at-Arms of ~~the Council meetings and shall carry out all orders and instructions given by the Presiding Officer for the purposes of maintaining order and decorum at the Council meeting consistent with state law.~~

1. Individual(s) may be removed from a meeting if their actions interfere with the order and decorum of the meeting.
2. Vacating Council Chambers. If a meeting is disrupted by members the Council, City staff, guests, or the public, the Presiding Officer or a majority of the Councilors present may order the Council Chambers or other meeting place to be cleared or adjourn the meeting

H.G. Seating Capacity and Occupancy.

1. The safe occupancy and seating capacity of the Council Chambers, as determined by the Fire Chief, shall be posted within the Council Chambers. The limitations on occupancy and seating capacity so determined and posted shall be complied with at all times.
2. Aisles shall be kept clear at all times. Members of the audience shall abide by the seating plan in the chambers, and should not move forward of the seating areas unless wishing to address and be recognized by the Presiding Officer.

I.H. Unless authorized by the Presiding Officer, no flags, posters, placards, or signs, are allowed inside Council Chambers or inside any place where a public meeting or public hearing is being held.

3.3. Statements to the Media and Other Organizations

A. Representing City. If the Mayor or Council member appears as a representative of the City, they may only state the official position of the City, as approved by a majority of the Council.

B. Personal Opinions. If the Mayor or Council member appears in their personal capacity to give a statement on an issue, the member must state they are expressing their own opinion and not that of the City before giving their statement.

C. The presiding officer may direct the City Manager, City Attorney, Municipal Court Judge, or other appointed officer to represent the City and if so directed, that individual shall give only the official position of the City, as approved by a majority of the Council.

3.4. Censure

A. The Council may make and enforce its own rules and ensure compliance with city and state laws applicable to governing bodies. If a Council member substantially violates these rules or state law, by words, action, or nonperformance of duties, the Council may take action to protect Council integrity and discipline the Council member with a public reprimand, removal from committee assignments, removal from the position of council president, or removal from office by declaration of vacancy. (Charter 9.8, 9.9-20.8, 28.2)

B. A censure shall be brought by motion and seconded. A majority vote in favor of censure is required to censure a Council member.

C. It is the expectation of the Council that all Council Members adhere to the council rules of decorum outside of meetings as well as inside meetings and recognize that as elected officials their conduct and speech reflects on the entire City and their fellow elected officials.

D. The council may investigate the actions of any member of council and meet in executive session under ORS 192.660(2)(b) to discuss any finding that reasonable grounds exist that a violation of these rules, local ordinance, the city charter, or state laws applicable to governing bodies have occurred. Sufficient notice must be given to the affected member to afford them the opportunity to request an open hearing under ORS 192.660(2)(b).

CHAPTER 4 – Communication with Staff and Staff Administrative Support

4.1. Communication with Staff

A. Councilors shall respect the separation between policy making and administration by:

1. Collaborating with the staff as a team in a spirit of mutual confidence and support.
2. Not attempting to influence or coerce the City Manager or department head concerning personnel, purchasing, awarding of contracts, selection of consultants, processing of development applications or the granting of City licenses and permits.
3. Not interfering with the day-to-day administration of City business, which is the responsibility of the City Manager.
4. Respecting roles and responsibilities of staff if expressing criticism in a public meeting, private conversations, or through public electronic mail messages. Staff shall have the same respect for the roles and responsibilities of Council members. All written informational material requested by individual Councilors will be submitted by staff to the entire Council with a notation indicating which Councilor requested the information.
5. Addressing all formal inquiries and requests for information from staff to the City Manager and allowing sufficient time for response. All written information given by the City Manager to one Councilor shall be distributed to all Councilors.

B. Nothing in this section shall limit an individual Council Member from soliciting services and information from City Staff as it relates to the Council Member's private interests. However, the Council Member acting on their own private interests should limit requests from staff to those questions that may be answered readily as part of staff's day-to-day responsibilities. Questions of a more complex nature shall be directed to the City Manager.

C. Requests to the City Attorney for advice requiring legal research shall not be made by a Councilor except with the concurrence of the Council. Before requesting research or other action by the City Attorney, the Council is encouraged to consider consulting with the City Manager to ascertain whether the request or action can be accomplished more cost-effectively by alternate means. Outside a Council meeting, a Councilor should make requests of the City Attorney through the City Manager. Exceptions to this rule are issues related to the conduct of the City Manager, conduct of a Council Member, or private matters.

4.2. Administrative Support

The City Manager's office shall provide administrative support to the Council, which may include correspondence, clerical support, and other administrative duties as needed.

A. Clerical support

1. The City Manager's office will coordinate all City correspondence to and from the Council. Under direction from the Mayor, all correspondence will reflect the position of the full Council, not individual Council member's positions.

2. All Council member correspondence using City resources will be copied to the full Council and maintained by the City Recorder.
3. Letters addressed to the Mayor and/or City Council that require a response shall be prepared by staff for the Council to review and the Mayor's signature.
4. All correspondence from the full Council shall be maintained at City hall in accordance with Oregon's Public Record Law.

B. Travel and Training

1. Councilors shall follow the employee personnel travel and training procedures as established by City policy.
2. Councilor expenditures other than routine reimbursable expenses, (e.g., conference registration, travel, etc.) may require advance Council approval according to the purchasing rules which apply Citywide.
3. Travel and training accommodations for Councilors shall be made by City staff.
4. The City does not reimburse Councilors for expenses incurred by their spouses.

CHAPTER 5 – City Council, Committee, Commission, and board appointments; Filling Vacancies

5.1. Commissions, Committees, and Boards Generally

A. Planning Commission. The rules for selecting Planning Commissioners and filling vacancies on the Planning Commission are set forth in TMC 2.04. The planning commission shall consist of seven members appointed to staggered, four-year terms by the Mayor of Toledo and of which not more than two members shall be nonresidents of the city of Toledo. Any vacancy on the commission shall be filled by the council for the unexpired portion of the term.

B. Public Utility Commission. The rule for selecting Public Utility Commissioners and filling vacancies on the Public Utility Commission are set forth in TMC 2.08. The commission shall consist of the mayor, the city attorney and the city manager as ex officio, non-voting, members, and of five other members to be appointed by the mayor. All of the appointed members of the commission shall be residents of the City of Toledo. The term of office of the appointed members shall be five years or until their successors are appointed and qualify, and their terms shall be staggered so that the term of office of not more than two will expire in the same year. Any vacancy in the commission shall be filled by appointment made by the mayor for the unexpired portion of the vacated term.

C. Transient Lodgings Tax Review Committee. The rule for selecting Transient Lodgings Tax Review Committee Members and filling vacancies on the Transient Lodgings Tax Review Committee are set forth in TMC 3.08. Transient lodgings tax review committee is a committee composed of an accountant, an attorney and three other persons appointed by the mayor and approved by the council of the city of Toledo and may be owners or operators of a "hotel" as defined in this chapter.

D. Budget Committee. The Council shall appoint Budget Committee Members and fill vacancies on the Budget Committee pursuant to ORS 294.414. The budget committee shall consist of the members of the governing body and a number, equal to the number of members of the governing body, of electors of the municipal corporation appointed by the governing body; if there are electors fewer than the number required, the governing body and the electors who are willing to serve shall be the budget committee; and if there are no electors willing to serve, the governing body shall be the budget committee. The Chief Budget and Fiscal Officer is the City Manager.

E. Other Boards and Committees. The Mayor, ~~in the Mayor's sole discretion or~~ with consent of Council, may appoint other Council Committees and define the purpose, duration, and membership of Council Committees. (Charter 3.4.a.19)

5.1.1. Filling vacancies on Commissions, Committees and Boards generally

With advice and consent of the Mayor and Council, the City Manager shall open recruitment to fill a vacancy. Qualified candidates shall file an application form supplied by the City. The Council may establish a closing date when applications must be filed. The filing of an application from any person eligible for appointment shall be considered as placing that person in nomination. With advice and consent of the Council, the City Manager will set a date for the Council to review

applications. When the Council is satisfied that it has concluded the process of reviewing the qualifications of nominees, the presiding officer shall declare the nominations closed. Interviews shall take place with all eligible candidates.

5.2. City Council. (Charter ~~28-29~~III)

A. Elections occur every two years. Council members serve four-year terms. The Mayor serves a two-year term. To be eligible for an elective city office, a person at the time of election must be a qualified elector and have resided in the City during the twelve months immediately preceding the election.

B. The Mayor or any Councilor wishing to waive their compensation may do so at the first regular meeting in January, or via a written request to the City Manager at any other time. A Councilor wishing to revoke their compensation waiver shall notify the City Manager at least 45 days in advance of the date they wish their compensation to be reinstated, and will make an appropriate announcement at the next regular City Council meeting.

C. If a Council position or Mayor's position becomes vacant mid-term, the City Manager shall open recruitment. City Council candidate shall be required to fill out a City application form and file a resume setting forth their background and a statement of reasons why they desire to be considered for appointment to fill the vacancy. The Council shall establish a date when all applications must be filed with the City Recorder. The filing of an application from any person eligible for Council shall be considered as placing that person in nomination. With advice and consent of the Council, the City Manager will set a date for the Council to review applications.

When the Council is satisfied that it has concluded the process of reviewing the qualifications of nominees, the presiding officer shall declare the nominations closed. Interviews shall take place with all eligible candidates and selection shall be determined by a process in which each Councilor votes for one person from the nominees. Vacant elective city offices shall be filled by appointment by a majority vote of the remaining members of the council. The majority of votes cast will select the candidate to fill the office. In the event that no candidate receives a majority of votes cast, the voting will continue until there is a majority.

CHAPTER 3 – Ordinances and Resolutions⁶

- I. Ordinances.** All ordinances considered by and voted upon by the council shall adhere to the rules outlined herein.
- A. Numbering. The city recorder shall number all ordinances with a consecutive identification number during each calendar year, in the order of their introduction. Each number shall be followed by the last two digits of the year in which the ordinance was introduced.
- B. Sponsorship. Each ordinance shall note the name of the member(s) of the council introducing or sponsoring the ordinance.
- C. Preparation and Introduction.
1. All ordinances shall, before presentation to the council, have been approved by the city attorney, or the city attorney's designee.
 2. Ordinances shall be introduced by a member of the council. Except that, upon the request of the council, an ordinance may be introduced by the city manager [*city administrator*] or the city attorney, with a member of the council moving further action on such ordinance upon completion of the introduction.
 3. No ordinance shall relate to more than one subject, which shall be clearly expressed in its title, and no ordinance, or section thereof, shall be amended or repealed unless the new ordinance contains the title of the ordinance or section amended or repealed.
- D. Calendar of Ordinance.
1. An ordinance is introduced for consideration by the council for presentation for first reading. After introduction, the council may direct that:
 - a. A public hearing on the ordinance be held;
 - b. Refer the ordinance to committee for review and recommendation;
 - c. Refer the ordinance to the city manager [*city administrator*] for further revision;
 - d. Pass the ordinance to a second reading; or
 - e. Reject the ordinance in whole or in part.

⁶ Many city charters prescribe the form and manner in which ordinances are adopted. Although council rules should address the process by which it will adopt resolutions and ordinances, it is important to ensure that the rules comply with the charter. Where the rules and the charter conflict, the charter provision prevails.

2. All ordinances when introduced for first reading shall be identified by title and number on a calendar of first reading and may be passed to a second reading as a group without further reference.
3. Except as otherwise provided by this section, on second reading all ordinances shall be placed by title and number on a calendar of second reading, and may be passed as a group, provided that the vote for the passage of the calendar is unanimous.
4. Should any member of the council object to any ordinance at time of second reading, that ordinance shall be removed from the calendar of second reading, and considered separately. Ordinances to be considered separately shall be ready by title only.
5. When the calendar of second reading or an ordinance which is to be considered separately is placed before the council for final passage, the city recorder [*council secretary*] shall call the roll and enter the ayes, nays and abstentions in the record.
6. All proposed amendments to an ordinance shall be in writing, and may be made by interlineation upon the ordinance.
7. No second reading of any ordinance shall occur at the meeting where it is introduced, except by suspension of this section of the rules, and no ordinance shall be passed at a single meeting, except by a unanimous vote for passage by all members of council present.
8. An affirmative vote of at least three members of the council shall be necessary to pass an ordinance.
9. When an ordinance is rejected by the council, and is not reconsidered as provided by these rules, neither the ordinance, nor any other ordinance which contains substantially the same provisions, shall be considered by the council for a period of not less than six months, unless at least three members of the council petition for early consideration.

II. Resolutions. All resolutions considered by and voted upon by the council shall adhere to the rules outlined herein.

- A. Numbering. The city recorder shall number all resolutions with a consecutive identification number during each calendar year, in the order of their introduction. Each number shall be followed by the last two digits of the year in which the resolution was introduced.
- B. Sponsorship. Each resolution shall note the name of the member(s) of the council introducing or sponsoring the resolution.

C. Preparation and Introduction.

1. All resolutions shall, before presentation to the council, have been approved by the city attorney, or the city attorney's designee.
2. Resolutions shall be introduced by a member of the council. Except that, upon the request of the council, a resolution may be introduced by the city manager [*city administrator*] or the city attorney, with a member of the council moving further action on such resolution upon completion of the introduction.

D. Calendar of Resolution.

1. A resolution is introduced for consideration by the council for presentation for first reading. After introduction, the council may direct that:
 - a. A public hearing on the resolution be held;
 - b. Pass the resolution to a second reading; or
 - c. Reject the resolution in whole or in part.
2. All resolutions when introduced for first reading shall be identified by title and number on a calendar of first reading and may be passed to a second reading as a group without further reference.
3. Except as otherwise provided by this section, on second reading all resolutions shall be placed by title and number on a calendar of second reading, and may be passed as a group, provided that the vote for the passage of the calendar is unanimous.
4. Should any member of the council object to any resolution at time of second reading, that resolution shall be removed from the calendar of second reading, and considered separately. Resolutions to be considered separately shall be ready by title only.
5. When the calendar of second reading or a resolution which is to be considered separately is placed before the council for final passage, the city recorder [*council secretary*] shall call the roll and enter the ayes, nays and abstentions in the record.
6. All proposed amendments to a resolution shall be in writing, and may be made by interlineation upon the resolution.
7. A second reading of a resolution is permitted to occur at the meeting where it is introduced, and a resolution may be passed at a single meeting by a unanimous vote for passage by all members of the council present.

8. An affirmative vote of a majority of the council present shall be necessary to pass a resolution.
9. When a resolution is rejected by the council, and is not reconsidered as provided by these rules, neither the resolution, nor any other resolution which contains substantially the same provisions, shall be considered by the council for a period of not less than three months, unless at least three members of the council petition for early consideration.

CHAPTER 4 – Land Use Hearings

I. General Conduct of Hearings.

- A. Any party may speak in person, through an attorney, or elect to have a representative from an officially recognized neighborhood association present the party's case.
- B. A copy of any written testimony or physical evidence which a party desires to have introduced into the record at the time of hearing shall be submitted to the city recorder at the time the party makes his or her presentation. If the testimony or evidence is not submitted to the city recorder, it shall not be included in the record for the proceeding.
- C. No person may speak more than once without obtaining permission from the presiding officer.
- D. Upon being recognized by the presiding officer, any member of the council, the city manager [*city administrator*], planning director or the city attorney may question any person who testifies.
- E. Testimony shall be directed towards the applicable standards and criteria which apply to the proposal before the council.
- F. The presiding officer may exclude or limit cumulative, repetitious, or immaterial testimony. To expedite hearings, the presiding officer may call for those in favor and those in opposition to rise, and the city recorder shall note the numbers of such persons for the record in the minutes.

II. Quasi-Judicial Land Use Matters.⁷

- A. Scope of Review. All appeals and council-initiated review in quasi-judicial land use proceedings shall be new (de novo).⁸
- B. Conflicts of Interest, Abstention, Recusal, Ex Parte Communications.
 - 1. A member of the council shall not participate in a discussion or vote in a quasi-judicial land use proceeding if:
 - a. The member has an actual conflict of interest, as defined by the Oregon Revised Statutes or the city charter/rules, and must recuse from participation. The disclosure and recusal must be noted in the minutes.
 - b. The member was not present during the public hearing and must abstain from participation. However, the member may participate if they reviewed

⁷ LOC highly recommends consulting with your city attorney when developing land use hearing procedures.

⁸ Appeal hearings can be either de novo or on the record. Cities should work with their city attorney to adopt and make relevant procedure for the hearing type adopted.

the evidence, including recordings of the hearing, and declared such fact for the record.

2. Members of the council shall reveal/disclose all ex parte contacts regarding the proceeding at the commencement of any quasi-judicial land use proceeding. If the disclosed ex parte communication results in bias and/or a conflict of interest, the member shall recuse from participation as stated in (II)(B)(1)(a) above.

C. Burden of Proof. The proponent has the burden of proof on all elements of the proposal, and the proposal must be supported by proof that it conforms to all applicable standards and criteria.

1. The decision of the council shall be based on the applicable standards and criteria as set forth in the city's municipal code, the city's comprehensive plan, and, if applicable, any other land use standards imposed by state law or administrative rule.
2. The proponent, any opponents, and/or city staff may submit to the council a set of written findings or statements of factual information which are intended to demonstrate the proposal complies or fails to comply with any or all applicable standards and criteria.

D. Hearing Procedures. The order of hearings in quasi-judicial land use matters shall be:

1. Land Use Hearing Disclosure Statement. The city recorder [*council secretary*] shall read the land use hearing disclose statement, which shall include:
 - a. A list of the applicable criteria;
 - b. A statement that testimony, arguments and evidence must be directed toward the applicable criteria or other criteria in the plan or land use regulation which the person believes to apply to the decision;
 - c. A statement that failure to raise an issue accompanied by statements or evidence sufficient to afford the council and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue; and
 - d. If applicable, a statement that a failure to raise constitutional issues relating to proposed conditions of approval precludes an action for damages in circuit court.
2. Call for ex parte contacts. The presiding officer shall inquire whether any member of the council has had ex parte contacts. Any member of the council

announcing an ex parte contact shall state for the record the nature and content of the contact.

3. Call for recusals. The presiding officer shall inquire whether any member of the council must recuse from participating in the hearing due to a conflict of interest.
 - a. Actual Conflict of Interest: If a member of council announces an actual conflict of interest, as outlined by Oregon Revised Statutes or the city charter/rules, that member must recuse from participation and is recorded in the minutes.⁹
 - b. Potential Conflict of Interest: If a member of council announces a potential conflict of interest, that member may continue participation in the matter, and the declared potential conflict is recorded in the minutes.
 - c. Any member of the council announcing a conflict of interest shall state the nature of the conflict, and if the conflict requires recusal, shall not participate in the proceeding, unless the person's vote is necessary to meet a requirement of a minimum number of votes necessary to take official action; provided, however, that the member shall not participate in any discussion or debate on the issue of which the conflict arises.¹⁰
4. Staff summary. Planning staff shall present a summary and recommendation concerning the proposal.
5. Presentation of the Case.
 - a. Proponent's case. Twenty minutes total.
 - b. Persons in favor. Five minutes per person.
 - c. Persons opposed. Five minutes per person.
 - d. Other interested persons. Five minutes per person.
 - e. Rebuttal. Ten minutes total. Rebuttal may be presented by the proponent. The scope of rebuttal is limited to matters which were introduced during the hearing.
6. Close of hearing. No further information shall be received after the close of the hearing, except for specific questions directed to staff. If the response to

⁹ See ORS 244.020; ORS 244.120.

¹⁰ Consider adding in language requiring Oregon Government Ethics Committee written guidance on how to proceed in this scenario.

any such questions requires the introduction of additional factual evidence, all parties shall be afforded an opportunity for simultaneous written rebuttal.

7. Deliberations. Deliberations shall immediately follow the hearing. The council may delay deliberations to a subsequent time certain.
 8. Findings and Order. The council may approve or reject the proposal.
 - a. The council shall adopt findings to support its decision.
 - b. The council may incorporate findings proposed by the proponent, the opponent or staff in its decision.
- E. Continuances. A party can obtain either a continuance or an open record period. However, nothing in this section shall restrict the council, in its discretion, from granting additional continuances. There is a 120-day time limitation, imposed by the Oregon Revised Statutes, and this 120-day period is not extended unless the applicant requested the continuance or if the applicant otherwise agrees to the extension of the time limitation.¹¹

III. Legislative Land Use Matters.

- A. Hearings Procedures. The order of procedures for hearings on legislative land use matters shall be:
1. Call for abstentions. Inquire whether any member of the council wishes to abstain from participation in the hearing. Any member announcing an abstention shall identify the reason therefore and shall not participate in the proceedings. The City Recorder shall record in the minutes.
 2. Staff summary. Staff shall present a statement of the applicable criteria, and a summary and recommendation concerning the proposal.
 3. Presentation of the Case.
 - a. Proponent's case. Twenty minutes total.
 - b. Persons in favor. Five minutes per person.
 - c. Persons opposed. Five minutes per person.
 - d. Other interested persons. Five minutes per person.
 4. Close of hearing. No further information shall be received after the close of the hearing, except for responses to specific questions directed to staff.
 5. Deliberations. Deliberations shall immediately follow the hearing. The Council may delay deliberations to a subsequent time certain.

¹¹ See ORS 227.178.

6. Reopening hearing. Prior to second reading of an ordinance relating to a legislative land use matter, and upon majority vote of the council, a hearing may be reopened to receive additional testimony, evidence or argument. The same notice requirements shall be met for the reopened hearing as were required for the original hearing.

Outline of Charter Chapters

Preamble

Chapter 1 – Name and Boundaries

Chapter 2 – Powers

Chapter 3 – City Council

Chapter 4 – Appointive Officers

Chapter 5 – Personnel

~~PERSONNEL~~

Chapter 6 – Administrative Authority

Chapter 7 – Legislative Authority

Chapter 8 – Quasi-Judicial Authority

Chapter 9 – Elections

Chapter 10 – Miscellaneous Provisions

City Charter – City of Toledo, Oregon

PREAMBLE

The mission of the Toledo City Government is to provide efficient and necessary public service that protect and enhance the quality of life in Toledo, now and in the future, as determined by our citizens, the law and available economic resources.

We, the voters of Toledo, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state and enact this Home Rule Charter.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF TOLEDO, OREGON:

CHAPTER I NAME AND BOUNDARIES

1.1. Title of Enactment. This charter may be referred to as the 2024 City of Toledo Charter.

1.2. Name of City. The City of Toledo, Oregon, shall continue as a municipal corporation with the name “City of Toledo.”

1.3. Boundaries. The city includes all territory within its boundaries as they now exist or are legally modified. The city will maintain as a public record an accurate and current description of the boundaries.

CHAPTER II POWERS

2.1. Powers. The city has all powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically enumerated each of those powers.

2.2. Construction. The charter will be liberally construed so that the city may exercise fully all powers possible under this charter and under United States and Oregon law. The powers of the city under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way the general power granted in this article. This Charter’s interpretation shall be examined in its entirety.

2.3. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to city voters. This charter vests all other city powers in the City Council except as the charter otherwise provides. The City Council has legislative, administrative, and quasi-judicial authority. The City Council exercises legislative authority

by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The City Council may not delegate its authority to adopt ordinances.

2.4 Water System. The Council, by a two-thirds vote of the Council at any regular or adjourned meeting, shall have the power within the limits of the City of Toledo to suppress, restrain, and prohibit any obstruction, pollution, diversion, waste, extravagant use of, waters of Mill Creek, or the Siletz River, within or without the City limits.

CHAPTER III CITY COUNCIL

3.1. General Powers and Duties. All powers of the city shall be vested in the City Council, except as otherwise provided by law or this charter, and the City Council shall provide for the exercise thereof and for the performance of all duties and obligations imposed on the city by law. -

3.2. City Council. The City Council shall be composed of a mayor and six councilors elected from the City at large. City Councilors serving four (4) year terms shall be assigned position numbers one (1), two (2), three (3), four (4), five (5), and six (6). The Mayor position shall not be assigned a position number.

3.3. Councilors. The term of office of each councilor in office when this charter is adopted shall continue until the expiration of the term for which they were elected or appointed.

3.4 Mayor. The mayor is a voting member of the City Council and has no veto authority. The mayor presides over and facilitates City Council meetings, preserves order, enforces City Council rules and determines the order of business under City Council rules.

- a) The mayor recommends the appointment of individuals to City commissions and committees with the consent of the City Council.
- b) The mayor must sign all ordinances, resolutions and other records of City Council decisions.
- c) The mayor serves as the political head of the city government but shall have no administrative duties.

3.5 Council President. At its first meeting after this charter takes effect and thereafter at its first meeting of each odd-numbered year, the council shall elect a president from its membership. In the mayor's absence from a council meeting, the president shall preside. When the mayor is unable to perform the functions of the office, the president shall act as mayor.

3.6 Rules. The City Council must adopt rules to govern its members and proceedings, by resolution. A majority vote of the Council may suspend a governing rule of the Council for Council action.

3.7 Meetings. The City Council must meet at least once a month at a time and place designated by its rules and may meet at other times in accordance with the rules and laws of the state of Oregon.

3.8 Quorum. Except as specifically addressed here and in Section 9.10, a majority of the council members is a quorum to conduct business. In the event of an absence, a smaller number may meet and compel the attendance of absent members as prescribed by council rules. In the event of a vacancy due to resignation or other events, the quorum is reduced accordingly solely for the purpose to make necessary appointment(s) to reach the required quorum as outlined in Section 9.10.

3.9 Vote Required. The express approval of a majority of a quorum of the council is necessary for any council decision, except when this charter requires approval by a majority of the council. The voting requirement to fill council member vacancies, if there is less than a majority of council member remaining, is separate from the quorum requirement required to conduct all remaining city business unless otherwise stated.

3.10 Record. A record of council meetings must be kept in a manner prescribed by the Council rules and the laws of the state of Oregon.

3.11 Compensation; Expenses.

a) Upon passage of this Charter by the electors in the November 2024 general election, all City Council members in office on July 1, 2025 shall receive compensation for City Council meetings when conducting City business or they may elect to waive their compensation. Initial compensation shall be applied as follows:

- 1) The Mayor shall receive \$75 per Council meeting where City business is conducted.
- 2) City Councilors shall receive \$50 per Council meeting where City business is conducted.
- 3) The Council President shall receive \$75 per Council meeting when acting as the presiding officer in the absence of the Mayor.
- 4) When multiple meetings are held in a single day, all members will receive compensation at their respected rate for only one meeting.
- 5) When any member of the Council is absent from a meeting regardless of excused or not, there will be no compensation for that meeting.

b) Subsequent Council compensation rates shall be established by ordinance and may only take effect after every Councilor's current term has expired.

6) Meetings of City-appointed committees, advisory groups, task forces, ad-hoc groups, and situations where any council member acts as a member or liaison (such as on a budget committee or technical advisory committee) are not eligible for compensation.

CHAPTER IV APPOINTIVE OFFICERS

4.1 Appointive Officers.

- a) The city council shall appoint a city manager, a municipal judge and a city attorney.
- b) Additional officers may be appointed if the city council considers necessary, each of whom the city council shall appoint and may remove by majority vote of all members of the city council.
- c) The city council may combine any two or more appointive offices, except ~~the that the~~ offices of city manager, ~~and~~ municipal judge, ~~and or~~ city attorney may not be combined with other offices. and municipal judge. In such combination, the municipal judge shall not be subject in judicial functions to supervision by any other officer.
- d) The city council shall supervise all officers appointed by the city council, except as supervision may otherwise be authorized by a majority of all members of city council.
- e) No city council member may directly or indirectly, by suggestion or otherwise, attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts; or attempt to exact a promise relative to an appointment from any candidate for manager; or discuss directly or indirectly with the manager for the matter of specific appointments to any city office or employment. Violation of this prohibition is grounds for removal from office by a majority of the city council. In city council meetings, councilors may discuss or suggest anything with the manager relating to city business.

4.2 City Manager.

a) The city manager is established as the administrative head of the city government. The city manager is responsible to the mayor and city council for the proper administration of all city business. The city manager will assist the city council in the development of city policies and carry out policies established by ordinances and resolutions. The city manager may be appointed for a definite or an indefinite term and may be removed at any time by a majority of the city council.

b) The ~~c~~City ~~m~~Manager may be appointed or removed by a majority of the city council. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.

c) The city manager need not be a not be a resident of the ~~c~~City or of the state at the time of appointment and not be required to reside in the city, however must reside within Lincoln County.

d) The city manager must:

1) Attend all city council meetings unless excused therefrom. The ~~c~~City ~~m~~Manager shall have the right to participate in discussions with the ~~c~~City ~~c~~Council, but not the right to vote.

2) Make reports and recommendations to the mayor and city council about the needs of the city;

3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits and other city decisions;

4) Appoint, supervise, and remove city employees;

5) Direct and supervise the administration of all departments, offices and agencies of the ~~c~~City, except as otherwise provided by this Charter. Supervise the departments to the end of obtaining the utmost efficiency in each of them, but shall have no control over the judicial activities of the ~~m~~Municipal judge.

6) Prepare and administer the annual city budget;

7) Administer city utilities and property;

8) Encourage and support regional and intergovernmental cooperation;

9) Promote cooperation among the city council, staff and citizens in developing city policies and building a sense of community;

10) Perform other duties as directed by the city council; and

11) Delegate duties but remain responsible for actions of all subordinates;

e) The city manager shall sign and see that provisions of all franchises, contracts, leases and permits and privileges granted by the city are fully enforced and observed;

f) The city manager has no authority over the city council, the city attorney or over the judicial functions of the municipal judge.

g) When the city manager is temporarily disabled from acting as manager or when the office of the city manager becomes vacant, the city council may appoint a city manager pro tem. The city manager pro tem has the authority and duties of city manager, except that a city manager pro tem may appoint or remove employees or volunteers only with council approval, and a city manager pro tem need not reside within Lincoln County.-

4.3 City Attorney. The city attorney shall be the chief legal officer of the city, be legal advisor to the city council, city manager, all departments, and other instrumentalities of the city government. The city attorney shall be appointed or removed by a majority vote of the City Council. The city attorney shall attend all city council meetings unless excused therefrom.

4.4 Municipal Court and Municipal Judge.

a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in such place as the council directs. The court will be known as the Municipal Court.

b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.

d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance.

e) The municipal judge may:

- 1) Render judgments and impose sanctions on persons and property;
 - 2) Order the arrest of anyone accused of an offense against the city;
 - 3) Commit to jail or admit to bail anyone accused of a city offense;
 - 4) Issue and compel obedience to subpoenas;
 - 5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
 - 6) Penalize contempt of court;
 - 7) Issue processes necessary to enforce judgments and orders of the court;
 - 8) Issue search warrants; and
 - 9) Perform other judicial and quasi-judicial functions assigned by ordinance.
- f) The council may appoint and may remove municipal judges pro tem, or may authorize the municipal judge to appoint and remove municipal judges pro tem for terms of office set by the judge or the council.
- g) The council may transfer some or all of the functions of the municipal court to an appropriate state court.

CHAPTER V PERSONNEL

5.1 Compensation. The city council must authorize the compensation of appointive city officers and employees as part of its approval of the annual city budget.

5.2 Employee Responsibilities. Subject to city council approval, the city manager shall prescribe rules and procedures governing recruitment, selection, promotion, transfer, demotion, suspension, lay-off and dismissal of city employees on the basis of merit and fitness. Contrary provisions of contracts or collective bargaining agreements entered into by the City and applicable employees shall prevail over rules or procedures promulgated under authority of this section.

5.3 Employee Political Rights. The city council, by ordinance, may affirm the rights of city employees to participate in political activities within the scope of state and federal law.

CHAPTER VI ADMINISTRATIVE AUTHORITY

6.1 Resolutions. The council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions shall state “Now, Therefore, The City of Toledo resolves as follows:”

6.2 Resolution Approval.

- a) Approval of a resolution or any other city council administrative decision requires approval by the council at one meeting.
- b) Substantive amendments to a resolution must be accepted by a vote of the city council prior to adoption.
- c) After approval of a resolution or other administrative decision, the vote of each city council member must be entered into the city council minutes.
- d) After approval of a resolution, the mayor and the city recorder must endorse it with their signature and the date of adoption.

6.3 Effective Date of Resolutions. Resolutions take effect on the date of approval or on a date as provided in the resolution.

CHAPTER VII LEGISLATIVE AUTHORITY

7.1 Adoption of Ordinances. The city council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances shall state “Now Therefore, The City of Toledo ordains as follows:”

7.2 Mode of Adoption.

- a) Except as authorized by subsection (b), ~~before~~ adoption ~~of~~ an ordinance ~~shall be read in full and require~~ requires approval by a majority of the city council at two meetings.
- b) The city council may adopt an ordinance at a single meeting, unless that ordinance is setting council compensation, by the unanimous approval of the council members present, provided the proposed ordinance is available in writing to the public at least one week before the meeting.
- c) Any substantive amendment to a proposed ordinance must be accepted by a vote of the city council prior to adoption and made available in writing to the public before

the city council adopts the ordinance at that meeting.

d) After the adoption of an ordinance, the vote of each city council member must be entered into the city council minutes.

e) After adoption of an ordinance, the mayor and the city recorder must endorse it with their signature and the date of adoption.

7.3 Effective Date of Ordinances. Ordinances shall take effect thirty days after adoption or on a later day as provided in the ordinance. An ordinance may take effect as soon as adopted or other date less than thirty days after adoption if it contains an emergency clause.

CHAPTER VIII QUASI-JUDICIAL AUTHORITY

8.1 Orders. The city council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders shall state “Now, Therefore, The City of Toledo orders as follows:”

8.2 Order Approval.

a) Approval of an order or any other city council quasi-judicial decision requires approval by the city council at one meeting.

b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the city council adopts the order.

c) After approval of an order or other city council quasi-judicial decision, the vote of each city council member must be entered in the council minutes.

d) After approval of an order, the mayor must endorse it with their signature and the date of adoption.

8.3 Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day as provided in the order.

CHAPTER IX ELECTIONS

9.1 City Elections. City elections must conform to state law except as this charter or ordinances provide otherwise. All elections for city offices must be nonpartisan.

9.2 Tie Votes. In the event of a tie vote for candidates for an elective office, the successful candidate shall be determined by a public drawing of lots in a manner prescribed by the city council.

9.3 City Councilors. A Councilor shall serve terms of four years. The term of a city councilor in office when this charter is adopted is the term for which the city councilor is elected at the time of adoption.

a) All Councilors elected from the November 2024 general election shall fill the positions of one (1), three (3), and five (5) as assigned by the Mayor.

b) Positions two (2), four (4), and six (6) will be filled during the November 2026 general election.

c) All positions, while numbered, are at large positions and applicants shall file for the position in which they wish to run.

9.4 Mayor. A Mayor shall serve a term of two years. The term of the mayor in office when this charter is adopted shall continue until the expiration of the term for which they were elected or appointed.

9.5 Qualifications.

a) The mayor and each city councilor must be a qualified elector under state law and reside within the city for at least one year prior to taking office or for one year before any appointed office.

b) No person may be a candidate at a single election for more than one city office.

c) Neither the mayor nor a city councilor may be employed by the city.

d) Except when a state trial court has jurisdiction over the matter, the council is the final judge of the election and qualifications of its members.

9.6 Terms. The term of a city councilor elected at a general election begins at the first city council meeting of the year immediately after the election and continues until the successor qualifies and assumes the office.

9.7 Oath. Before entering upon the duties of office, the mayor and each city councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon and the Toledo Municipal Code.

9.8 Vacancies. Vacancies. The mayor or a city council office becomes vacant:

a) Upon the incumbent's:

- 1) Death;
- 2) Adjudicated incompetence; or
- 3) Recall from the office.

b) Upon declaration by the city council after the incumbent's:

- 1) Failure to qualify for the office within 10 days of the time the term of office is to begin;
- 2) Absence from the city for 30 days without council consent, or fails to attend three consecutive regular meetings of the council without being excused by the council.
- 3) Ceasing to reside in the city;
- 4) Ceasing to be a qualified elector under state law;
- 5) Conviction of a misdemeanor or felony crime;
- 6) Resignation from the office; or
- 7) Removal.

9.9 Judge of Qualifications. The city council shall be the judge of the election and qualifications of its members, and of the grounds for forfeiture of their office. In order to exercise these powers, the city council shall have power to subpoena witnesses, administer oaths and require the production of evidence. A member charged with conduct constituting grounds for forfeiture of office shall be entitled to a public hearing on demand and notice of such hearing shall be published in one or more newspapers of general circulation in the city at least one week in advance of the hearing.

9.10 Filling Vacancies. A city councilor vacancy shall be filled by appointment by a majority of the remaining city council members.

- a) Notwithstanding the quorum requirement set forth in Section 3.8, if at any time city council membership is reduced to less than four (4), the remaining member/s may, by majority action, appoint additional members to raise the membership to four (4).

- 1) The appointee's term of office runs from appointment until expiration of the term of office of the last person elected to that office.

9.11 Filling a Mayoral Vacancy. The Council President shall serve as mayor pro-tem until the Council can convene and elect a Mayor from seated Council members. That Councilor shall serve as Mayor for the unexpired term of the vacated mayor position.

CHAPTER X MISCELLANEOUS PROVISIONS

10.1. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

10.2. Pending Matters. All rights, claims, causes of actions, duties, contracts, and legal administrative proceedings that exist when this Charter takes effect continue and are unimpaired by this Charter, except as modified pursuant to the provisions of this Charter, and in each case will be maintained, carried on, or dealt with by the City department, office, or agency appropriate under this Charter.

10.3. Repeal. All charter provisions adopted before this charter takes effect are repealed.

10.4. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

10.5. Time of Effect. This Charter takes effect 30 days after the day on which it is approved by a majority of voters, and except as otherwise provided is operative July 1, 2025. The City may take any action before this Charter's operative date that is necessary to enable the City on or after the operative date to exercise all duties, functions, and powers conferred on the City by this Charter.

10.6. Saving Clause. All Charter provisions adopted before this Charter takes effect continue in force and effect until repealed.

10.7. Number and Captions. As used herein, the singular shall include the plural, and the plural the singular. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this charter.

10.8. Amendments and Revisions. No amendment, revision or repeal of this Charter may take effect unless approved by City voters. Either the council by a majority vote or City voters by an initiative petition may refer an amendment of this Charter to the City voters. Only the council, by a majority vote, may refer a revision or repeal of this Charter to the City voters.

- a) Any amendment, replacement or repeal of this charter must be approved by a majority of city electors.

10.9. Charter Review. This Charter shall be reviewed every ten years by a committee consisting of at least the Mayor, two (2) Councilors, and three (3) community members.



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
Not Applicable	December 3, 2025	Consideration to re-appoint an incumbent to the Planning Commission
	Agenda Type:	
	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Recorder Paul Johnson	City Manager Rich Huebner	City Manager Rich Huebner

Recommendation:

Motion to Re-Appoint Cora Warfield to the Planning Commission for the term of January 1, 2026 to December 31, 2029.

Background:

Cora's seat is set to expire at the end of the calendar year 2025. Her new term will be January 1, 2026 through December 31, 2029. Her application is attached for reference.

An active recruitment was not posted, however information about the expiring term was available on the website. Incumbent member Cora Warfield, submitted an application to renew her term on the Planning Commission. There were no further applicants for this Commission seat.

The Council has not interviewed incumbents who were interested in renewing their term, thus interview questions were not included in the packet. The decision to re-appoint Mrs. Warfield is at the discretion of the City Council.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2025-2026	N/A

Attachment:

1. Planning Commission Application

City of Toledo
Committee Volunteer Application Form

Please indicate which Board or Committee you are applying for:

- | | |
|--|---|
| ☐ City Council
☐ Budget Committee | ☐ Contributions Committee
☐ Library Board
☒ Planning Commission |
|--|---|

Name: Cora Warfield

Home Address: _____

Mailing Address:
(if different)

City

State

Zip

City

State

Zip

Home Phone: _____

Cell Phone: _____

E-mail address: _____

Residency and Eligibility

Do you reside within the City limits?

☐ Yes ☒ No Length of Time _____

Do you reside within the Urban Growth Boundary?

☐ Yes ☒ No Length of Time _____

Are you a registered voter in Lincoln County?

☒ Yes ☐ No

Are you a Toledo business owner or Manager?

☐ Yes ☒ No

If yes, please indicate which business you
own/manage: _____

Have you worked for or previously been a volunteer
for the City of Toledo?

☒ Yes ☐ No

If yes, what was your position and when?

Planning Commission

Comments of Interest

Please explain why you are interested in this position:

I enjoy learning about how the planning for Toledo works. I also like volunteering for our community.

Experience & Background

General Background

Please list any qualifications you feel would be of benefit in this position.

Public speaking
Listening skills

List previous experience and/or current employment.

I am a retired banker. My position at retirement was EVP.

Please list any current or previous community involvement.

I am currently on the finance committee for habitat.
I also sit on two budget committees in Toledo

Certification and Signature

Please initial:

Cow I understand that I may be subject to a criminal background check pursuant to Toledo Municipal Code Chapter 2.44 and if selected to complete one, I will be required to provide personal information to conduct the criminal background check.

By signing below, I certify that the information on the application is true and accurate and that I meet the necessary eligibility and/or residency requirements in accordance with Oregon State Law and/or the Toledo Municipal Code to serve on a Committee for the City of Toledo.



Signature

November 20, 2025

Date



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
Not Applicable	December 3, 2025	Consideration to re-appoint an incumbent to the Planning Commission
	Agenda Type:	
	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Recorder Paul Johnson	City Manager Rich Huebner	City Manager Rich Huebner

Recommendation:

Motion to Re-Appoint Ann Learned-Ellis to the Planning Commission for the term of January 1, 2026 to December 31, 2029.

Background:

Ann's seat is set to expire at the end of the calendar year 2025. Her new term will be January 1, 2026 through December 31, 2029. Her application is attached for reference.

An active recruitment was not posted, however information about the expiring term was available on the website. Incumbent member Ann Learned-Ellis, submitted an application to renew her term on the Planning Commission. There were no further applicants for this Commission seat.

The Council has not interviewed incumbents who were interested in renewing their term, thus interview questions were not included in the packet. The decision to re-appoint Mrs. Learned-Ellis is at the discretion of the City Council.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2025-2026	N/A

Attachment:

1. Planning Commission Application

City of Toledo
Committee Volunteer Application Form

Please indicate which Board or Committee you are applying for:

- | | |
|---|---|
| ☐ City Council | ☐ Contributions Committee |
| ☐ Budget Committee | ☐ Library Board |
| | ☒ Planning Commission |

Name: Anne Learned-Elks

Home Address: 1420 NW Old Arcadia Rd
Toledo OR 97391
City State Zip

Mailing Address: _____
(if different) _____
City State Zip

Home Phone: 541-336-7246 Cell Phone: ~~541-270-7193~~
E-mail address: _____ not main # / back up

Residency and Eligibility

- Do you reside within the City limits? ☒ Yes ☐ No Length of Time _____
- Do you reside within the Urban Growth Boundary? ☒ Yes ☐ No Length of Time _____
- Are you a registered voter in Lincoln County? ☒ Yes ☐ No
- Are you a Toledo business owner or Manager? ☐ Yes ☒ No
- If yes, please indicate which business you own/manage: _____
- Have you worked for or previously been a volunteer for the City of Toledo? ☒ Yes ☐ No
- If yes, what was your position and when? Planning Commission - current

Comments of Interest

Please explain why you are interested in this position:

There are several pending plans & changes I'm interested in following through.

Experience & Background

General Background

Please list any qualifications you feel would be of benefit in this position.

History of past planning & interest in current needs of city.

List previous experience and/or current employment.

Please list any current or previous community involvement.

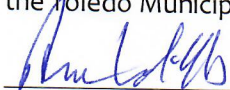
Budget Committee

Certification and Signature

Please initial:

_____ I understand that I may be subject to a criminal background check pursuant to Toledo Municipal Code Chapter 2.44 and if selected to complete one, I will be required to provide personal information to conduct the criminal background check.

By signing below, I certify that the information on the application is true and accurate and that I meet the necessary eligibility and/or residency requirements in accordance with Oregon State Law and/or the Toledo Municipal Code to serve on a Committee for the City of Toledo.



Signature

11/24/25

Date



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
1.To enhance and sustain public infrastructure and facilities by implementing plans...	12/17/2025	Terminating Disc Golf Course License Agreement with Central Oregon Coast Disk Golf Club
	Agenda Type:	
	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Public Works Director Brian Lorimor	City Manager Rich Huebner	City Manager Rich Huebner

Recommendation:

Motion to terminate Disc Golf Course License Agreement between the City of Toledo and Central Oregon Coast Disk Golf Club.

Background:

An agreement was made between the Central Oregon Coast Disk Golf Club and the City of Toledo in 2016. Per the agreement that was entered, the Golf Club was to maintain the trails and goals at the City owned Disc Golf Course location behind the City Library and Pool. The maintenance of the area mentioned has not been upheld. The City has reached out to the founding members/associates that are named in and that have signed the agreement, they are uninterested in continuation of the agreement.

Fiscal Impact:	Fiscal Year:	GL Number:
none	2025-2026	N/A

Attachment:

1. 2016 Disc Golf Course License Agreement

DISC GOLF COURSE LICENSE AGREEMENT

This Disc Golf Course License Agreement (this "Agreement") is dated as of _____, by and between:

CITY OF TOLEDO, OREGON, a municipal corporation ("City" or "Licensor"), and

CENTRAL OREGON COAST DISK GOLF CLUB, an unincorporated association of individuals, who plan to possibly create an Oregon Non-Profit Corporation ("Licensee"), and

Collectively, as the "Parties."

RECITALS:

WHEREAS, the City wishes to encourage residents inside and outside the City of Toledo to take steps to provide for an active lifestyle; and

WHEREAS, that Disk Golf can be played from school age to old age, making it one of the greatest lifetime fitness sports available; and

WHEREAS, that community members are willing to undertake certain responsibilities related to a Disk Golf Course; and

WHEREAS, the License Area is property owned by the City, and has already been used as a Disc Golf Course; and

WHEREAS, the City wants to encourage this activity, so the parties enter this Agreement; and

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

- 1. Grant of License.** In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Licensor hereby grants to Licensee a non-exclusive license (the "License") over and across real property, located adjacent to the Licensor's pool facility, within the area "red" marked on the attached Exhibit A (the "License Area") for recreational use by the public as a 9-hole disc golf course, with possibility of expansion of up to 12 holes at Licensee's discretion ("Disc Golf Course" or "Course") in accordance with the terms of this Agreement. The course shall be known as "Toledo Red Dog Disc Golf Course". The layout of the Course is located within the attached Exhibit A. Licensor retains the right, from time to time, to delete portion(s) of the License Area and substitute another portion(s) of the License Area for use as that hole(s) of the Disc Golf Course.
- 2. Term.** This Agreement shall be effective upon full execution by both parties. Either party may terminate this Agreement for any reason by providing not less than thirty (30) days advance written notice pursuant to Paragraph 10a, or not less than seventy-two (72) hours advance written notice pursuant to Paragraph 10b, to the other party in accordance with Paragraph 18 below. Upon the effective date of termination under this Paragraph 2, this Agreement and the License shall be

automatically terminated and the parties released from any and all obligations hereunder except for those provisions, which by their terms, survive termination of this Agreement.

3. **Scope of Use, Fees and Insurance.** The License is granted to provide authority to the Licensee to maintain and operate a public Disc Golf Course for recreational purposes. Under this License, the only use of the License Area that is permitted is non-vehicular, non-motorized, pedestrian access for recreational purposes, which is the use of the Disc Golf Course, consistent with ORS 105.682. Notwithstanding any other provision in this Agreement, the parties intend that this recreational purpose in this paragraph 3 be narrowly construed. All other activities or other uses in the License area, without limitation, except those specifically allowed by this Paragraph 3, are prohibited in the License Area, including, without limitation, commercial activities, loitering, or vehicle access or parking. All activities of Licensee, other than those specifically permitted by this Agreement, are prohibited in the License Area. Except when the Licensee has complied with either Paragraph 3.a. or 3.b. below, the Licensee, including agents, volunteers, employees, Community Organization, as defined in Paragraph 6, the general public, or any persons permitted to enter the property under this license, without limitation, shall not charge any fee or charge to persons for their permission to use of the land. However, Licensee may charge a fee to individuals to participate in tournaments or events, but only if the Licensee first provides proof of insurance coverage, not less than 5 business days prior to the start of the tournament or event, to the City, as further described in either Paragraph 3.a. or 3.b., as follows:

a. Licensee shall have insurance coverage for the tournament or event, in force, at Licensee's expense, consisting of a commercial general liability insurance including bodily injury, property damage, personal injury and contractual liability with limits of not less than a combined single limit of Two Million and No/ 1 00 Dollars (\$2,000,000.00) with standard (ISO) cross liability and a separation of insureds provision to be adjusted from time to time for inflationary purposes. Such insurance policy shall name Licensor as an additional insured. Licensee shall deposit the policy or policies of such insurance or a certificate or certificates thereof with Licensor no less than five (5) days before an event and evidence of all renewals of same shall contain a written cancellation notification of not less than thirty (30) days before such policy is to be terminated; or alternatively,

b. Licensee shall have insurance coverage for the tournament or event, in force, at Licensee's expense, consisting the City County Insurance Services (CIS) program, used to obtain insurance coverage for the event participants, which is currently entitled Tenant User Liability Insurance Program (TULIP). Such insurance policy shall name Licensor as an additional insured. The program offers low-cost insurance coverage to individuals or organizations, protecting them and the City against risks associated with special events. A link to TULIP can be found on the CIS Members Only Portal or by accessing the TULIP Web site: www.ebi-ins.com/tulip. The venue ID Code for the City of Toledo is 0501AFT. The phone number for questions related to the TULIP program, for the Licensee to obtain insurance, is 1-800-507-8414.

4. **Installation.** Licensor has made no improvements to make the License Area suitable for a Disc Golf Course. Licensee shall be responsible for making any necessary improvements to the License Area. Before beginning any improvements, Licensee shall obtain Licensor's written approval of Licensee's construction plans, which approval shall not be unreasonably withheld. Licensee shall, to the extent reasonably possible, avoid cutting standing timber in the License Area, and in any event, Licensee shall obtain prior written consent from Licensor before cutting any trees in the License Area, which

Licensor may deny Licensee such consent to remove timber at Licensor's sole discretion. Licensee shall provide garbage and recycle containers as reasonably necessary to keep the Course litter free. No dedicated parking for the Disc Golf Course is required to be provided by Licensor or Licensee.

5. **Maintenance and Operation.** Licensee shall have the obligation to maintain the License Area in good condition and repair at its sole cost and expense, including without limitation the regular emptying of trash receptacles, trimming of low vegetation and removal of hazards on the Disc Golf Course. Licensor will provide trash bags, and a place to dispose of trash, and may furnish other tools/equipment as it deems appropriate. Maintenance shall be performed in a good and workmanlike manner, and solely by persons working under contract with Licensee or under the supervision and control of Licensee, including, without limitations, any contractors or volunteers of Licensee. Licensee shall not make any changes or alterations to the License Area without the written consent of Licensor, which consent shall not be unreasonably withheld, except for permission for Licensee to cut down timber may be withheld at Licensor's sole discretion as described in Paragraph 4. Licensee shall be responsible for the cost of any water installation or usage on the Disc Golf Course. Licensee may use motorized vehicles on the License Area as reasonably necessary in connection with the construction, operation and maintenance of the Disc Golf Course.
6. **Community Group Involvement.** The City agrees that Licensee may enter into a written agreement with third-party entities or individuals that are not a party to this Agreement, to perform some of the contractual obligations of Licensee under this Agreement, including other clubs that are in the Central Oregon Coast Disc Golf League ("the League"), or other Disc Golf organization, or non-profit corporation established by Licensee (collectively, together, or in the alternative, referred to hereafter as "Community Organization"), consisting of community members interested in promoting Disc Golf and assisting with operation of the Disc Golf Course. Licensor shall have the right to review and approve any agreements between Licensee and any Community Organization which approval shall not be unreasonably withheld. The agreement between Licensee and any Community Organization shall, among other provisions, require the Community Organization to agree to comply with, and be bound by the terms of, this Agreement and to perform the obligations of Licensee under this License. In no event shall such agreement release Licensee from its obligations under this Agreement. Any such agreement shall provide that the use of the property for the scope of this license shall not include any charge for permission for a person to use the land.
7. **Signage and Sponsorships.** Licensee intends to construct signage at the entrance of the Disc Golf Course which shall show the name and general layout of the Course, indicate that the Course is a City of Toledo Parks and Recreation facility, and contain other information about Disc Golf and the Course. The signage shall recognize Licensor for granting use of its property at no cost for disc golf, pursuant to ORS 105.688, which shall put users on notice that the City has recreational immunity. The form of this sign shall be approved by the City. Licensee or a community organization may offer commercial sponsorships for each of the holes and may construct signage recognizing the sponsor of that hole and also recognizing sponsors on the entrance sign.
8. **Signage Approval.** Licensor consents to the constructions of such signage, but Licensor reserves the right to approve the signs in advance, which approval shall not be unreasonably withheld.
9. **Reservation of Rights by Licensor: Closure.** Licensee shall not damage or cause interference with the operations of any improvements or facilities installed by Licensor or other authorized users of

the License Area. Licensor shall be entitled to temporarily close access to the License Area for any reason. If reasonably possible, Licensor will provide to Licensee notice and other relevant details related to the closure prior to closure of the License Area. Although Licensee is not obligated, if persons are seen loitering, trespassing, or otherwise, Licensee shall have the authority to ask a person to leave the property if Licensee desires to do so. Any such encounters will be reported to the City in a reasonable period of time.

10. Termination. This Agreement may be terminated as follows:

- a. **For Breach.** In the event of Licensee's breach of the terms of this Agreement, Licensor shall have the right to terminate this Agreement by providing Licensee not less than thirty (30) days written notice of Licensor's election to terminate, which shall describe the breach and which shall give Licensee thirty (30) days in which to cure the breach. If Licensee fails to cure the breach within the 30-day period, the License shall be automatically terminated. In the event the Licensee, after receipt of the written notice of breach from Licensor, does not promptly begin curing of the breach and the breach is of such a nature that it presents a dangerous or unsafe situation for the public, Licensor may elect to perform maintenance or repair so that the dangerous or unsafe situation is remediated.
- b. **For Convenience.** In addition to its rights under Paragraph 10a, it is further agreed that Licensor may immediately terminate this agreement without specifying any reason for termination, by giving written notice of intent to terminate, in writing, personally delivered not less than 72 hours prior to the intended termination date, or mailed at least three (3) days before the intended termination date to Licensee at the Licensee's address in Paragraph 18. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

11. Removal of Improvements. Upon termination, the baskets installed by the Licensee on the Disc Golf Course may remain or be removed at the option of Licensee. The baskets remain in the ownership of the Licensee, unless Licensee provides a written conveyance and Licensor accepts the baskets. All other improvements shall be removed, unless the Licensee and Licensor agree otherwise. Licensee shall be responsible for the cost of removing the improvements. Further, unless the parties agree otherwise, the Licensee will return the License Area to a substantially similar condition, including filling in any holes and removing concrete pads, which may be installed but only after consent is given by the City, to the satisfaction of the City. If the City deems it unsafe for the public's use, the Licensee agrees to remove a basket or concrete pad. The terms of this Paragraph 11 shall survive termination of this Agreement.

12. Liens. Licensee shall not permit any claim, lien or other encumbrance arising from Licensee's use of the License Area to accrue against or attach to the License Area or the interest of Licensor's adjacent lands. The terms of this Paragraph 12 shall survive termination of this Agreement.

13. Indemnification. Licensee, including Community Organization, shall indemnify, protect, defend, and hold harmless Licensor, its employees, agents, and elected officials for, from and against any and all actual or threatened claims, liabilities, liens, injuries, actions, damages, costs, expenses (including attorney fees) and losses to persons or property or to natural resources to the extent directly or indirectly arising out of, or resulting from: (a) the use by Licensee and its respective agents, volunteers, employees, contractors, and any other person using the License to access the License

Area, including the League or Community Organization as defined in Paragraph 6 (collectively, the "Licensee Parties"); or (b) the failure of Licensee or any of the Licensee Parties to comply with the terms and provisions of this Agreement including, without limitation, as a result of any violation of Paragraph 12 relating to liens. Notwithstanding the foregoing, in no event shall Licensee be obligated to indemnify Licensor from any liability, claim, action, damage or loss arising from the gross negligence or misconduct of Licensor or its respective agents, employees or contractors. The terms of this Paragraph 13 shall survive termination of this Agreement.

14. **Hold Harmless.** In addition to the indemnification of Licensor under Paragraph 12, Licensee agrees to hold harmless the City for exercising its right, at its sole discretion, without limitation, to terminate this Agreement under Paragraph 10; for exculpation as described in Paragraph 15; and for the failure of Licensee, its agents, invitees or contractors to comply with laws as described in Paragraph 6. The terms of this Paragraph 14 shall survive termination of this Agreement.
15. **Exculpation.** Except as otherwise set forth herein, Licensor shall have no liability to Licensee or the public arising out of the condition, improvement, operation, maintenance, repair or replacement of the License Area, the improvements or landscaping located thereon, or the use thereof, except to the extent arising from the gross negligence or misconduct of Licensor. Licensee accepts the License Area in its "AS IS" condition, with all faults, and hereby releases and waives any and all claims that Licensee, its employees, invitees, contractors or agents may have or hereafter acquire in connection with use of the License Area as set forth in this Agreement. This exculpation is in addition to immunity conferred upon Licensor by ORS 105.682 for recreational use of the License Area by the general public. The terms of this Paragraph 15 shall survive termination of this Agreement.
16. **Compliance with Laws.** Licensee shall cause its use of the License Area to be in accordance with all applicable laws, rules and regulations, provided, however, in the event Licensee's obligations to comply with laws violates any other term or provision of this Agreement, the parties will cooperate in using reasonable efforts to modify this Agreement so that Licensee may comply with all laws. If the parties are unable to modify this Agreement after making reasonable efforts to do so, this Agreement shall automatically terminate.
17. **Assignments.** Licensee may not assign or transfer its interest under this Agreement without Licensor's prior written consent, which may be withheld at Licensor's sole discretion. Licensor shall have the right at any time to delegate any of Licensor's rights and remedies under this Agreement to its successors and assigns. Licensee understands that this License is not conveying a property interest, but merely a right to use the property, for the limited scope, that is described in the License Area.
18. **Notices.** All notices given under this Agreement shall be sent in writing to the following addresses with applicable delivery or postage charges prepaid by personal delivery, overnight courier service, registered or certified United States mail (return receipt requested), facsimile or email and such notices shall be deemed received on the earlier to occur of actual delivery or refusal of a party to accept delivery thereof:

Licensor:
City of Toledo
ATTN: City Manager
P.O. Box 220

Licensee:

19. **Time is of the Essence.** The time of the performance of all covenants, conditions and agreements of this Agreement is of the essence in this Agreement.
20. **Entire Agreement; Amendment.** This Agreement and the Exhibits attached hereto constitute the sole and exclusive agreement between the parties with respect to the Agreement. This Agreement may not be modified or amended except by the written agreement of the parties.
21. **Waiver.** One or more waivers of any covenant or condition by Licensor shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Licensor to or of any act by Licensee requiring Licensor's consent or approval shall not be construed to waive or render unnecessary Licensor's consent or approval to or of any subsequent similar act by Licensee.
22. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
23. **Survival.** The provisions of this Agreement with respect to any indemnity obligation, hold harmless, compliance with laws, or exculpation shall survive the termination of this Agreement. In addition, termination of this Agreement shall not diminish the immunity provided to Licensor under ORS 105.682.
24. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of this Agreement, and no party, other than Licensor and Licensee, shall be entitled to enforce or claim reliance on this Agreement.

IN WITNESS WHEREOF, the Licensor and Licensee hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signatures appear below. Licensor and Licensee, by the signature below of the authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority to sign this Agreement.

LICENSOR:
CITY OF TOLEDO, OREGON, a municipal corporation

Jay Baughman
Jay Baughman, City Manager

Dated: 1/7/16

APPROVED AS TO FORM:

Nancy Bryant
Nancy Bryant, City Recorder

LICENSEE:

By: _____
Title: _____
Its: _____

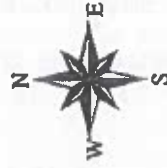
Dated: _____

APPROVED AS TO LEGAL SUFFICIENCY:

Michael E. Adams, City Attorney

EXHIBIT A

License Area, including Course Layout



- Parcels
- City-Owned Property
- Potential Park Improvement Area (approx. 3.75 acres)

AMENDMENT NO. 1 TO DISK GOLF COURSE AGREEMENT

This Amendment No. 1 to Disk Golf Course Agreement ("Amendment") is between
CENTRAL OREGON COAST DISK GOLF CLUB ("Licensee") and
CITY OF TOLEDO, OREGON ("City"), and, collectively ("Parties").

RECITALS

- A. The City and Licensee entered into a Disk Course Golf Agreement, relating to the rights and responsibilities for a license issued by the City to the Central Oregon Coast Disk Golf Club, an unincorporated association of individuals, to use city-owned property ("Agreement").
- B. Both Parties acknowledge there is adequate and valuable consideration for this Amendment.
- C. The Parties now desire to amend, modify, clarify, and/or grant authority for the Licensee to take action requiring approval of the City that is contained in the Agreement.

AGREEMENT

1. First Amendment. Paragraph 4, Installation, is changed in the Agreement, as follows:

The 3rd sentence of Paragraph 4 currently reads as follows:

"Before beginning any improvements, Licensee shall obtain licensor's written approval of Licensee's construction plans, which approval shall not be unreasonably withheld."

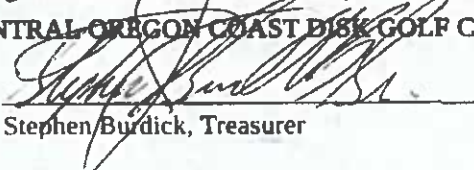
Immediately after this 3rd sentence, the Parties agree to insert the following sentence:

"Licensor agrees that Licensee may install concrete tee pads, consistent with plans submitted, dated June 29, 2016, providing that the ground will be graded flat, prefabricated boxes installed that will be sunk 2 inches and leaving 4 inches to fill, filled with ready mix concrete, and finished and brushed for groove traction."

2. Other Provisions. The provisions of the Agreement that are not amended or deleted by this Amendment remain unchanged and in full force and effect.

3. Signatures. This Amendment may be signed in counterparts.

CENTRAL OREGON COAST DISK GOLF CLUB

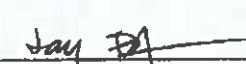
By: 

Stephen Burdick, Treasurer

Date

7-25-2016

CITY OF TOLEDO

By: 

Jay Baughman, City Manager

Date

8-22-16

ATTEST:

By: 

Nancy Bryan, City Recorder

Date

8-23-2016

DISC GOLF COURSE LICENSE AGREEMENT

This Disc Golf Course License Agreement (this "Agreement") is dated as of 6/27/2016 and between:

CITY OF TOLEDO, OREGON, a municipal corporation ("City" or "Licensor"), and

CENTRAL OREGON COAST DISK GOLF CLUB, an unincorporated association of individuals, who plan to possibly create an Oregon Non-Profit Corporation ("Licensee"), and

Collectively, as the "Parties."

RECITALS:

WHEREAS, the City wishes to encourage residents inside and outside the City of Toledo to take steps to provide for an active lifestyle; and

WHEREAS, that Disk Golf can be played from school age to old age, making it one of the greatest lifetime fitness sports available; and

WHEREAS, that community members are willing to undertake certain responsibilities related to a Disk Golf Course; and

WHEREAS, the License Area is property owned by the City, and has already been used as a Disc Golf Course; and

WHEREAS, the City wants to encourage this activity, so the parties enter this Agreement; and

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

- 1. Grant of License.** In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Licensor hereby grants to Licensee a non-exclusive license (the "License") over and across real property, located adjacent to the Licensor's pool facility, within the area "red" marked on the attached Exhibit A (the "License Area") for recreational use by the public as a 9-hole disc golf course, with possibility of expansion of up to 12 holes at Licensee's discretion ("Disc Golf Course" or "Course") in accordance with the terms of this Agreement. The course shall be known as "Toledo Red Dog Disc Golf Course". The layout of the Course is located within the attached Exhibit A. Licensor retains the right, from time to time, to delete portion(s) of the License Area and substitute another portion(s) of the License Area for use as that hole(s) of the Disc Golf Course.
- 2. Term.** This Agreement shall be effective upon full execution by both parties. Either party may terminate this Agreement for any reason by providing not less than thirty (30) days advance written notice pursuant to Paragraph 10a, or not less than seventy-two (72) hours advance written notice pursuant to Paragraph 10b, to the other party in accordance with Paragraph 18 below. Upon the effective date of termination under this Paragraph 2, this Agreement and the License shall be

automatically terminated and the parties released from any and all obligations hereunder except for those provisions, which by their terms, survive termination of this Agreement.

- 3. Scope of Use, Fees and Insurance.** The License is granted to provide authority to the Licensee to maintain and operate a public Disc Golf Course for recreational purposes. Under this License, the only use of the License Area that is permitted is non-vehicular, non-motorized, pedestrian access for recreational purposes, which is the use of the Disc Golf Course, consistent with ORS 105.682. Notwithstanding any other provision in this Agreement, the parties intend that this recreational purpose in this paragraph 3 be narrowly construed. All other activities or other uses in the License area, without limitation, except those specifically allowed by this Paragraph 3, are prohibited in the License Area, including, without limitation, commercial activities, loitering, or vehicle access or parking. All activities of Licensee, other than those specifically permitted by this Agreement, are prohibited in the License Area. Except when the Licensee has complied with either Paragraph 3.a. or 3.b. below, the Licensee, including agents, volunteers, employees, Community Organization, as defined in Paragraph 6, the general public, or any persons permitted to enter the property under this license, without limitation, shall not charge any fee or charge to persons for their permission to use of the land. However, Licensee may charge a fee to individuals to participate in tournaments or events, but only if the Licensee first provides proof of insurance coverage, not less than 5 business days prior to the start of the tournament or event, to the City, as further described in either Paragraph 3.a. or 3.b., as follows:

a. Licensee shall have insurance coverage for the tournament or event, in force, at Licensee's expense, consisting of a commercial general liability insurance including bodily injury, property damage, personal injury and contractual liability with limits of not less than a combined single limit of Two Million and No/ 1 00 Dollars (\$2,000,000.00) with standard (ISO) cross liability and a separation of insureds provision to be adjusted from time to time for inflationary purposes. Such insurance policy shall name Licensor as an additional insured. Licensee shall deposit the policy or policies of such insurance or a certificate or certificates thereof with Licensor no less than five (5) days before an event and evidence of all renewals of same shall contain a written cancellation notification of not less than thirty (30) days before such policy is to be terminated; or alternatively,

b. Licensee shall have insurance coverage for the tournament or event, in force, at Licensee's expense, consisting the City County Insurance Services (CIS) program, used to obtain insurance coverage for the event participants, which is currently entitled Tenant User Liability Insurance Program (TULIP). Such insurance policy shall name Licensor as an additional insured. The program offers low-cost insurance coverage to individuals or organizations, protecting them and the City against risks associated with special events. A link to TULIP can be found on the CIS Members Only Portal or by accessing the TULIP Web site: www.ebi-ins.com/tulip. The venue ID Code for the City of Toledo is 0501AFT. The phone number for questions related to the TULIP program, for the Licensee to obtain insurance, is 1-800-507-8414.

- 4. Installation.** Licensor has made no improvements to make the License Area suitable for a Disc Golf Course. Licensee shall be responsible for making any necessary improvements to the License Area. Before beginning any improvements, Licensee shall obtain Licensor's written approval of Licensee's construction plans, which approval shall not be unreasonably withheld. Licensee shall, to the extent reasonably possible, avoid cutting standing timber in the License Area, and in any event, Licensee shall obtain prior written consent from Licensor before cutting any trees in the License Area, which

Licensor may deny Licensee such consent to remove timber at Licensor's sole discretion. Licensee shall provide garbage and recycle containers as reasonably necessary to keep the Course litter free. No dedicated parking for the Disc Golf Course is required to be provided by Licensor or Licensee.

5. **Maintenance and Operation.** Licensee shall have the obligation to maintain the License Area in good condition and repair at its sole cost and expense, including without limitation the regular emptying of trash receptacles, trimming of low vegetation and removal of hazards on the Disc Golf Course. Licensor will provide trash bags, and a place to dispose of trash, and may furnish other tools/equipment as it deems appropriate. Maintenance shall be performed in a good and workmanlike manner, and solely by persons working under contract with Licensee or under the supervision and control of Licensee, including, without limitations, any contractors or volunteers of Licensee. Licensee shall not make any changes or alterations to the License Area without the written consent of Licensor, which consent shall not be unreasonably withheld, except for permission for Licensee to cut down timber may be withheld at Licensor's sole discretion as described in Paragraph 4. Licensee shall be responsible for the cost of any water installation or usage on the Disc Golf Course. Licensee may use motorized vehicles on the License Area as reasonably necessary in connection with the construction, operation and maintenance of the Disc Golf Course.
6. **Community Group Involvement.** The City agrees that Licensee may enter into a written agreement with third-party entities or individuals that are not a party to this Agreement, to perform some of the contractual obligations of Licensee under this Agreement, including other clubs that are in the Central Oregon Coast Disc Golf League ("the League"), or other Disc Golf organization, or non-profit corporation established by Licensee (collectively, together, or in the alternative, referred to hereafter as "Community Organization"), consisting of community members interested in promoting Disc Golf and assisting with operation of the Disc Golf Course. Licensor shall have the right to review and approve any agreements between Licensee and any Community Organization which approval shall not be unreasonably withheld. The agreement between Licensee and any Community Organization shall, among other provisions, require the Community Organization to agree to comply with, and be bound by the terms of, this Agreement and to perform the obligations of Licensee under this License. In no event shall such agreement release Licensee from its obligations under this Agreement. Any such agreement shall provide that the use of the property for the scope of this license shall not include any charge for permission for a person to use the land.
7. **Signage and Sponsorships.** Licensee intends to construct signage at the entrance of the Disc Golf Course which shall show the name and general layout of the Course, indicate that the Course is a City of Toledo Parks and Recreation facility, and contain other information about Disc Golf and the Course. The signage shall recognize Licensor for granting use of its property at no cost for disc golf, pursuant to ORS 105.688, which shall put users on notice that the City has recreational immunity. The form of this sign shall be approved by the City. Licensee or a community organization may offer commercial sponsorships for each of the holes and may construct signage recognizing the sponsor of that hole and also recognizing sponsors on the entrance sign.
8. **Signage Approval.** Licensor consents to the constructions of such signage, but Licensor reserves the right to approve the signs in advance, which approval shall not be unreasonably withheld.
9. **Reservation of Rights by Licensor: Closure.** Licensee shall not damage or cause interference with the operations of any improvements or facilities installed by Licensor or other authorized users of

the License Area. Licensors shall be entitled to temporarily close access to the License Area for any reason. If reasonably possible, Licensors will provide to Licensee notice and other relevant details related to the closure prior to closure of the License Area. Although Licensee is not obligated, if persons are seen loitering, trespassing, or otherwise, Licensee shall have the authority to ask a person to leave the property if Licensee desires to do so. Any such encounters will be reported to the City in a reasonable period of time.

10. Termination. This Agreement may be terminated as follows:

- a. **For Breach.** In the event of Licensee's breach of the terms of this Agreement, Licensors shall have the right to terminate this Agreement by providing Licensee not less than thirty (30) days written notice of Licensors' election to terminate, which shall describe the breach and which shall give Licensee thirty (30) days in which to cure the breach. If Licensee fails to cure the breach within the 30-day period, the License shall be automatically terminated. In the event the Licensee, after receipt of the written notice of breach from Licensors, does not promptly begin curing of the breach and the breach is of such a nature that it presents a dangerous or unsafe situation for the public, Licensors may elect to perform maintenance or repair so that the dangerous or unsafe situation is remediated.
- b. **For Convenience.** In addition to its rights under Paragraph 10a, it is further agreed that Licensors may immediately terminate this agreement without specifying any reason for termination, by giving written notice of intent to terminate, in writing, personally delivered not less than 72 hours prior to the intended termination date, or mailed at least three (3) days before the intended termination date to Licensee at the Licensee's address in Paragraph 18. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

11. Removal of Improvements. Upon termination, the baskets installed by the Licensee on the Disc Golf Course may remain or be removed at the option of Licensee. The baskets remain in the ownership of the Licensee, unless Licensee provides a written conveyance and Licensors accepts the baskets. All other improvements shall be removed, unless the Licensee and Licensors agree otherwise. Licensee shall be responsible for the cost of removing the improvements. Further, unless the parties agree otherwise, the Licensee will return the License Area to a substantially similar condition, including filling in any holes and removing concrete pads, which may be installed but only after consent is given by the City, to the satisfaction of the City. If the City deems it unsafe for the public's use, the Licensee agrees to remove a basket or concrete pad. The terms of this Paragraph 11 shall survive termination of this Agreement.

12. Liens. Licensee shall not permit any claim, lien or other encumbrance arising from Licensee's use of the License Area to accrue against or attach to the License Area or the interest of Licensors' adjacent lands. The terms of this Paragraph 12 shall survive termination of this Agreement.

13. Indemnification. Licensee, including Community Organization, shall indemnify, protect, defend, and hold harmless Licensors, its employees, agents, and elected officials for, from and against any and all actual or threatened claims, liabilities, liens, injuries, actions, damages, costs, expenses (including attorney fees) and losses to persons or property or to natural resources to the extent directly or indirectly arising out of, or resulting from: (a) the use by Licensee and its respective agents, volunteers, employees, contractors, and any other person using the License to access the License

Area, including the League or Community Organization as defined in Paragraph 6 (collectively, the "Licensee Parties"); or (b) the failure of Licensee or any of the Licensee Parties to comply with the terms and provisions of this Agreement including, without limitation, as a result of any violation of Paragraph 12 relating to liens. Notwithstanding the foregoing, in no event shall Licensee be obligated to indemnify Licensor from any liability, claim, action, damage or loss arising from the gross negligence or misconduct of Licensor or its respective agents, employees or contractors. The terms of this Paragraph 13 shall survive termination of this Agreement.

14. **Hold Harmless.** In addition to the indemnification of Licensor under Paragraph 12, Licensee agrees to hold harmless the City for exercising its right, at its sole discretion, without limitation, to terminate this Agreement under Paragraph 10; for exculpation as described in Paragraph 15; and for the failure of Licensee, its agents, invitees or contractors to comply with laws as described in Paragraph 6. The terms of this Paragraph 14 shall survive termination of this Agreement.
15. **Exculpation.** Except as otherwise set forth herein, Licensor shall have no liability to Licensee or the public arising out of the condition, improvement, operation, maintenance, repair or replacement of the License Area, the improvements or landscaping located thereon, or the use thereof, except to the extent arising from the gross negligence or misconduct of Licensor. Licensee accepts the License Area in its "AS IS" condition, with all faults, and hereby releases and waives any and all claims that Licensee, its employees, invitees, contractors or agents may have or hereafter acquire in connection with use of the License Area as set forth in this Agreement. This exculpation is in addition to immunity conferred upon Licensor by ORS 105.682 for recreational use of the License Area by the general public. The terms of this Paragraph 15 shall survive termination of this Agreement.
16. **Compliance with Laws.** Licensee shall cause its use of the License Area to be in accordance with all applicable laws, rules and regulations, provided, however, in the event Licensee's obligations to comply with laws violates any other term or provision of this Agreement, the parties will cooperate in using reasonable efforts to modify this Agreement so that Licensee may comply with all laws. If the parties are unable to modify this Agreement after making reasonable efforts to do so, this Agreement shall automatically terminate.
17. **Assignments.** Licensee may not assign or transfer its interest under this Agreement without Licensor's prior written consent, which may be withheld at Licensor's sole discretion. Licensor shall have the right at any time to delegate any of Licensor's rights and remedies under this Agreement to its successors and assigns. Licensee understands that this License is not conveying a property interest, but merely a right to use the property, for the limited scope, that is described in the License Area.
18. **Notices.** All notices given under this Agreement shall be sent in writing to the following addresses with applicable delivery or postage charges prepaid by personal delivery, overnight courier service, registered or certified United States mail (return receipt requested), facsimile or email and such notices shall be deemed received on the earlier to occur of actual delivery or refusal of a party to accept delivery thereof:

Licensor:
City of Toledo
ATTN: City Manager
P.O. Box 220

Licensee:
Central Oregon
Disc Golf Club
619 NW Coast St
Newport, OR 97365

19. **Time is of the Essence.** The time of the performance of all covenants, conditions and agreements of this Agreement is of the essence in this Agreement.
20. **Entire Agreement; Amendment.** This Agreement and the Exhibits attached hereto constitute the sole and exclusive agreement between the parties with respect to the Agreement. This Agreement may not be modified or amended except by the written agreement of the parties.
21. **Waiver.** One or more waivers of any covenant or condition by Licensor shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Licensor to or of any act by Licensee requiring Licensor's consent or approval shall not be construed to waive or render unnecessary Licensor's consent or approval to or of any subsequent similar act by Licensee.
22. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
23. **Survival.** The provisions of this Agreement with respect to any indemnity obligation, hold harmless, compliance with laws, or exculpation shall survive the termination of this Agreement. In addition, termination of this Agreement shall not diminish the immunity provided to Licensor under ORS 105.682.
24. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of this Agreement, and no party, other than Licensor and Licensee, shall be entitled to enforce or claim reliance on this Agreement.

IN WITNESS WHEREOF, the Licensor and Licensee hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signatures appear below. Licensor and Licensee, by the signature below of the authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority to sign this Agreement.

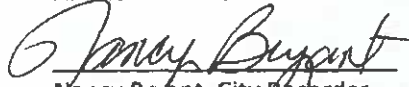
LICENSOR:

CITY OF TOLEDO, OREGON, a municipal corporation


Jay Baughman, City Manager

Dated: 1/7/16

APPROVED AS TO FORM:


Nancy Bryant, City Recorder

LICENSEE:

COC DGC
Central Oregon Coast Disc Golf Club
By: Jason Nehmer
Title: Disc Golf Club President
Its: Jason Nehmer

Dated: 6/27/2016

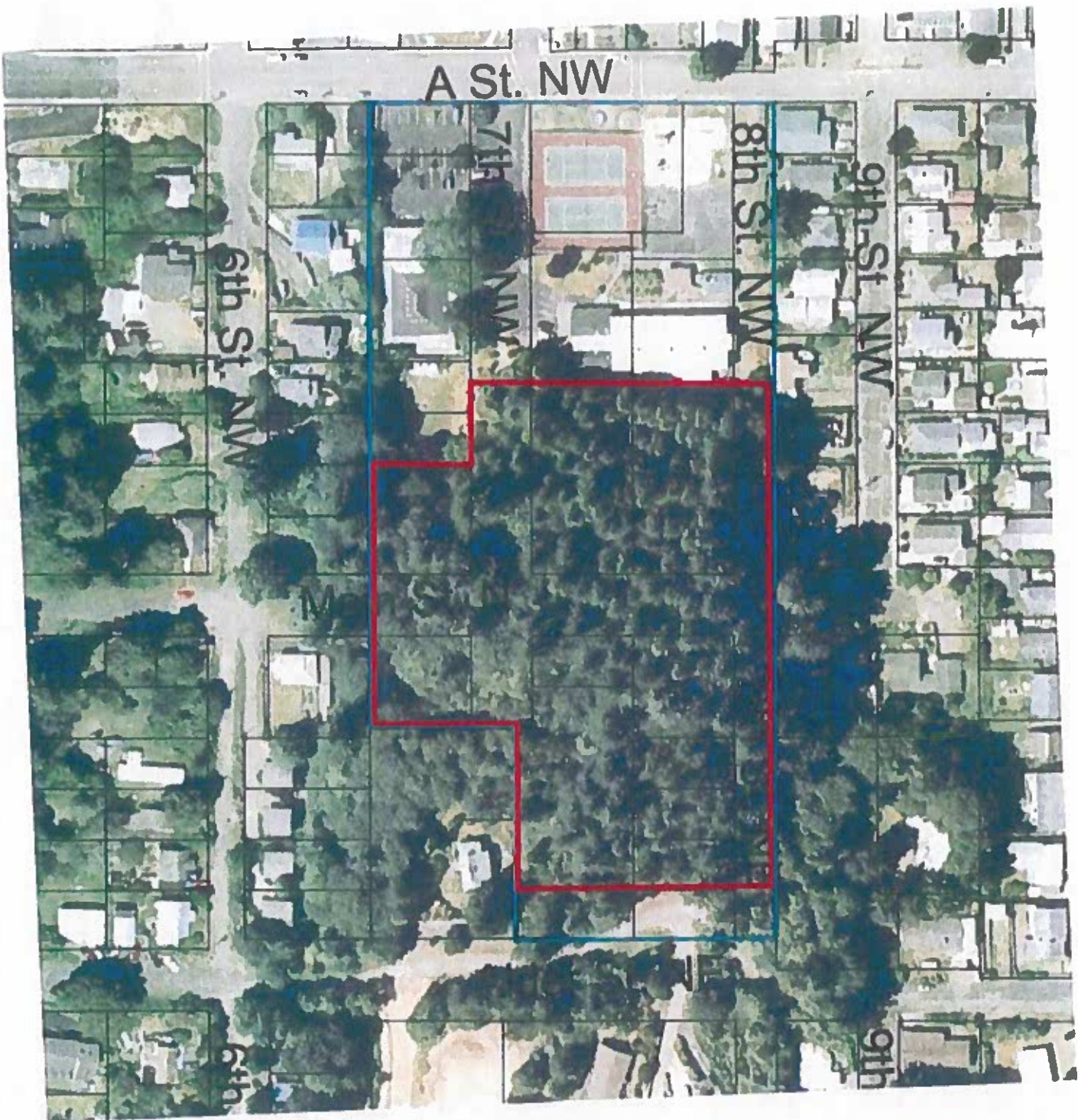
APPROVED AS TO LEGAL SUFFICIENCY:

A handwritten signature in black ink, appearing to be 'Michael E. Adams', written over a horizontal line.

Michael E. Adams, City Attorney

EXHIBIT A

License Area, including Course Layout



-  Parcels
-  City-Owned Property
-  Potential Park Improvement Area (approx. 3.75 acres)



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
1.To enhance and sustain public infrastructure and facilities by implementing plans...	12/17/2025	Approve hiring DSL Builders LLC to rebuild Memorial Field Bathrooms
	Agenda Type:	
	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Public Works Director Brian Lorimor	City Manager Rich Huebner	City Manager Rich Huebner

Recommendation:

Motion to approve hiring DSL Builders LLC. to rebuild Memorial Field Bathrooms

Background:

The Memorial Field Bathrooms were destroyed by an arsonist on March 12th, 2024. In efforts to rebuild the bathrooms, Civil West was hired to design the replacement bathrooms and solicit contractors to rebuild them. The lowest qualifying bid was from DSL Builders LLC. in the amount of \$171,500. Beings this was an arson, the City has been cooperating with CIS insurance in handling the claim and approvals for covering the costs to rebuild the bathrooms. Total cost to the City of Toledo should not exceed the deductible of \$1,000.

Fiscal Impact:	Fiscal Year:	GL Number:
\$1,000	2025-2026	001-650-600400

Attachment:

1. Bid sheet
2. Bid from Sweeden Construction
3. Bid from DSL Builders LLC.
4. Bid from Tikka Masonry

Memorial Field Bathroom

Bids Received: 10/31/2025

Engineers Estimate: \$115,603

No	Contractor	Base Bid (Bathroom complete)	Alt 1 - asphalt shingle roof instead of metal roof	Alt 2 - replace refridgerated for non- refridgerated water fountain
1	DSL Builders	\$ 171,500	\$ (2,500)	\$ (900)
2	Sweeden Const.	\$ 198,000	\$ (2,580)	\$ (600)
3	Tikka Masonry	\$ 188,000	\$ (6,000)	\$ (500)

\$ 8,518 Adder for running new 2" electrical conduit to power base

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 Owner: City Of Toledo

1.02 This Bid is submitted to:

City of Toledo
C/O: Civil West Engineering Services, Inc.
Timothy Gross, PE
409 SW 10th Street
Newport, OR 97365
tgross@civilwest.net

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Subcontractor Disclosure Form (Section 00440)
- B. Bidder Responsibility Certification (Section 00460, Contractors Responsibility Certification)
- C. Residency Statement (Section 00461, Residency Statement)
- D. Employee Drug Certification (Section 00462, Employee Drug Certification)
- E. Non-Discrimination Certification (Section 00463, Non-Discrimination Certification)
- F. Certificate of Compliance with Oregon Tax laws (Section 00464, State Tax Law Compliance Certification)
- G. Certificate of Licensing by the Construction Contractors Board (Section 00465, CCB License Certification)

ARTICLE 3—BASIS OF BID—LUMP SUM PRICE**3.01 Lump Sum Bids**

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

No.	Description	Lump Sum Base Bid Price
1	Bathroom Building, complete	\$171,500

No.	Description	Additive/Deductive Price Lump Sum Price
2	Alternate 1 - Add/Deduct for replacing standing seam metal roof with asphalt shingle roof	(2,500)
3	Alternate 2 - Add/Deduct for replacing water fountain with non-refrigerated Elkay Model EZSDS	(900)

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete within **120** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150** calendar days after the date when the Contract Times commence to run.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**5.01 Bid Acceptance Period**

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bid Acceptance shall be indicated by effective date of Agreement.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.04 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
N/A	

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies

between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

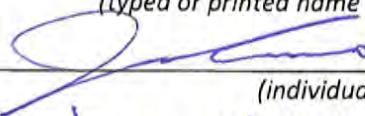
BIDDER hereby submits this Bid as set forth above:

Bidder:

DSC BUILDERS, LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

JAMES MACEDO

(typed or printed)

Title:

VICE PRESIDENT

(typed or printed)

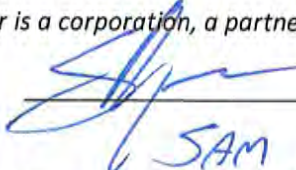
Date:

10/31/2025

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

SAM ROGERS

(typed or printed)

Title:

CONTROLLER

(typed or printed)

Date:

10/31/25

(typed or printed)

Address for giving notices:

195 PINE ST NE
SALCOM, OR 97301

Bidder's Contact:

Name:

JJ MACEDO

(typed or printed)

Title:

VICE PRESIDENT

(typed or printed)

Phone:

503-363-0202

Email:

JJM@DSC-BUILDERS.COM

Address:

195 PINE ST NE
SALCOM, OR 97301

Bidder's Contractor License No.:

192282

SECTION 00460 - BIDDER RESPONSIBILITY CERTIFICATION

**This page must be completed, signed, and returned with the Bid Schedule.
Failure to do so will result in bid rejection.**

This certifies that the below named Bidder meets the standards of responsibility as provided by ORS 279C.375. The below named Bidder certifies that:

1. It has the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual responsibilities as required by this contract.
2. It has a satisfactory record of performance for other public contracts.
3. It has a satisfactory record of integrity for other public contracts.
4. It is qualified legally to contract with the City of Sheridan for this project.
5. It will supply all required information requested by the City in connection with its bid for this project.

CERTIFICATION:

Contractor certifies that it meets the Standards of Responsibility as provided by ORS 279C.375.

Signature:  Title: VICE PRESIDENT

Name: JAMES MACEDO (Print or Type)

Firm: DSL BUILDERS, LLC

Telephone: 503-363-0202 Date: 10/31/2025

SECTION 00461 – Oregon Bidder Residency Statement**OREGON BIDDER RESIDENCY STATEMENT**

**This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.**

279A.120 Preference for Oregon goods and services; non-resident bidders.

(1) As used in this section:

- (a) "Non-resident bidder" means a bidder who is not a resident bidder.*
- (b) "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.*

(2) For the purposes of awarding a public contract, a contracting agency shall:

- (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and*
- (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.*

"Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the Bid, has a business address in this state and has stated in the Bid whether the Bidder is a "resident Bidder".

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined in ORD 279A.120.

a. Check one: Bidder is a ☒ resident Bidder () non-resident Bidder

b. If a resident Bidder, enter your Oregon business address:

195 PINE ST NE
SACON, OR 97301

c. If a non-resident Bidder, enter state of residency: _____

d. If a non-resident Bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state's government or with governmental bodies in your state?

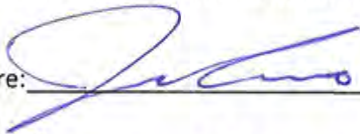
Check one: () Yes () No

If yes: state the preference percentage: _____ %

If yes, but not a percentage of Bid price, describe the preference:

If yes, state the law or regulation that allows the preference described (legal citation):

Bidder certifies that the information provided herein is true and accurate.

Signature: 

Title: VICE PRESIDENT

Name: JAMES MACCDO (Print or Type)

Firm: DSL BUILDERS LLC

Telephone: 503-363-0202

Date: 10/31/2025

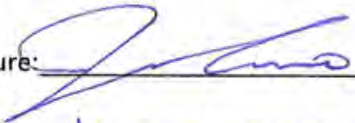
SECTION 00462 – Drug Testing Program Certification**BIDDER DRUG TESTING PROGRAM CERTIFICATION**

This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.

This certifies that the below named Bidder has an employee drug testing program in place as required by ORS 279C.505 (2).

CERTIFICATION:

Bidder certifies that it has an employee drug testing program in place as required by ORS 279C.505 (2).

Signature:  Title: Vice President

Name: James Macedo (Print or Type)

Firm: DCL BUILDERS, LLC

Telephone: 503-363-0202 Date: 10/31/2025

SECTION 00463 – Non-Discrimination Certification**NON-DISCRIMINATION CERTIFICATION**

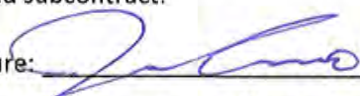
**This page must be completed, signed, and returned with the Bid Schedule.
Failure to do so will result in bid rejection.**

279A.110 Discrimination in subcontracting prohibited; remedies.

- (1) A bidder or proposer who competes for or is awarded a public contract may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.*
- (2) A contracting agency may debar or disqualify, under ORS 279B.130 or 279C.440, as appropriate, a bidder or proposer if the contracting agency finds that the bidder or proposer has violated subsection (1) of this section in the awarding of a subcontract in connection with a contract advertised by the contracting agency or a contract between the contracting agency and the bidder or proposer. A debarred or disqualified bidder or proposer may appeal the debarment or disqualification under ORS 279B.425 or ORS 279C.445 and 279C.450, as appropriate.*
- (3) A contracting agency may not allege an occurrence of discrimination in subcontracting as a basis for debarring or disqualifying a bidder or proposer under subsection (2) of this section more than three years after the alleged discriminatory conduct occurred or more than three years after the contracting agency, in the exercise of reasonable diligence, should have discovered the conduct, whichever is later.*
- (4) A bidder or proposer shall certify in the documents accompanying the bidder's or proposer's offer to enter into a public contract that the bidder or proposer has not discriminated and will not discriminate, in violation of subsection (1) of this section, against any minority, women or emerging small business enterprise in obtaining any required subcontract.*
- (5) After a contractor is awarded a public contract, if the contractor violates the certification made under subsection (4) of this section, the contracting agency may regard the violation as a breach of contract that permits:
 - (a) Termination of the contract; or*
 - (b) The contracting agency to exercise any remedies for breach of contract that are reserved in the contract.**

CERTIFICATION:

Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110 (1), against any minority, women, or emerging small business enterprise in obtaining any required subcontract.

Signature: 

Title: VICE PRESIDENT

Name: JAMES MACEDO (Print or Type)

Firm: DOL BUILDERS LLC

Telephone: 503-363-0202

Date: 10/31/2025

SECTION 00464 – State Tax Law Compliance Certification**CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS**

**This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.**

I, the undersigned, hereby swear or affirm under penalty of perjury that:

I am authorized to act on behalf of bidder, that I have authority and knowledge regarding the payment of taxes, and that bidder is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, 'Oregon tax laws' means those programs listed in ORS305.380 (4). Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the elderly rental assistance program and local taxes administered by the Department of Revenue.

Signature: _____

Title: _____

Name: _____

(Print or Type)

Firm: _____

Telephone: _____

Date: _____

SECTION 00465 – CCB License Certification**CERTIFICATION OF LICENSING BY OREGON CONSTRUCTION
CONTRACTORS BOARD**

**This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.**

This certifies that the below named Bidder is licensed by the State of Oregon Construction Contractor's Board required by ORS 279C.365 (1) (k).

CERTIFICATION:

Bidder hereby certifies that it is licensed by the State of Oregon Construction Contractor's Board and is not disqualified by the Board from performing a public improvement contract, as required by ORS 279C.365 (1) (k).

Signature: Title: VFCB PRESIDENTName: JAMES MACOSDO (Print or Type)Firm: DSC BUILDERS, LLCTelephone: 503-363-0202Date: 10/31/2025

SECTION 00440 – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: **Memorial Field Bathroom**

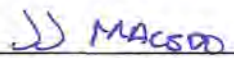
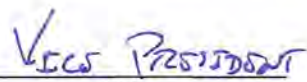
Bid Closing Date: **October 31, 2025** Time: **by end of day**

A. Subcontractor List

1. Bidder shall list below the name, address, Construction Contractor's Board (CCB) number, description of work and dollar value of the subcontract for each subcontractor performing work in excess of the amount specified in the Instructions to Bidders, Section 00200, Article 12. If no subcontractor will be performing work on this project in excess of the amount specified in the Instructions to Bidders, Section 00200, Article 12, Bidders shall enter "NONE" in the first line below.

<u>Name</u>	<u>Address</u>	<u>CCB #</u>	<u>Description of Work</u>	<u>\$ Value of Subcontract</u>
WESTERN STATES	235 IRON MTN RD, NEWPORT, OR	155472	ELECTRICAL	24,500

2. Total value of work provided by all subcontractors including those listed above is \$ _____.


Signature of Bidder Printed Name of Bidder Title Company Submitting

This form must be submitted at the location specified in the Advertisement for Bids or Invitation to Bid on the bid closing date and within **Two (2)** working hours after bid closing time.

CONSENT OF BOARD OF DIRECTORS AND SHAREHOLDERS
OF
DSL Builders LLC

The undersigned Director and Shareholder of the above-named corporation (the "Company")
Hereby consent in writing to the adoption of the following resolutions effective January 10, 2019

1. RATIFICATION OF PRIOR ACTS

RESOLVED, that the actions of the Manager on behalf of the Company are hereby ratified and confirmed by the Board of Directors of the Company with the same effect as if such execution were authorized by the Board of Directors in advance.

2. GENERAL AUTHORIZATION

RESOLVED, that the Manager of the Company is authorized and directed to take all action necessary to carry out the foregoing resolutions.

1. Resolution to authorize James 'JJ' Macedo to sign bid bonds, performance bonds & payment bonds issued by DSL's surety.
2. Resolution to allow Eugene Doll to take the Oregon CCB License exam and register with the Oregon Contractors Board as RMI for DSL License 192282
3. Resolution to remove James Macedo as RMI for DSL License 192282 under transfer of RMI to Eugene Doll once CCB exam is successfully passed.
4. Resolution to develop continuity plan for DSL Builders and provide emergency authorization for James 'JJ' Macedo to assume role of LLC Manager and eventual transfer of ownership of DSL Builders in the event that Eugene Doll becomes deceased or is determined medically incapacitated by Mr. Dolls acting physician Dr. Mark Vanderburgh.

The above-described acts were taken without a meeting, pursuant to the written consent of the Board of Directors and Shareholders of the Company, as evidenced by the signatures appearing below, constituting all of the Directors and Shareholders of the Company.

Dated: January 10, 2019


Eugene Doll, Manager

CONSENT OF BOARD OF DIRECTORS AND SHAREHOLDERS
OF
DSL Builders LLC

The undersigned Director and Shareholder of the above-named corporation (the "Company")

Hereby consent in writing to the adoption of the following resolutions effective April 1, 2016

1. RATIFICATION OF PRIOR ACTS

RESOLVED, that the actions of the Manager on behalf of the Company are hereby ratified and confirmed by the Board of Directors of the Company with the same effect as if such execution were authorized by the Board of Directors in advance.

2. GENERAL AUTHORIZATION

RESOLVED, that the Manager of the Company is authorized and directed to take all action necessary to carry out the foregoing resolutions.

1. Resolution to promote James 'JJ' Macedo to Vice President of company
2. Resolution allowing James 'JJ' Macedo authority to issue and sign checks from DSL Builders LLC checking accounts for company business transactions
3. Resolution authorizing James 'JJ' Macedo to take the Oregon CCB license exam and register with the Oregon Contractors Board as RMI for DSL License 192282
4. Resolution to remove Don Harold Strine as RMI for DSL License 192282 under transfer of RMI to James Macedo

The above-described acts were taken without a meeting, pursuant to the written consent of the Board of Directors and Shareholders of the Company, as evidenced by the signatures appearing below, constituting all of the Directors and Shareholders of the Company.

Dated: April 1, 2016


Eugene Doll, Manager

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 Owner: City Of Toledo

1.02 This Bid is submitted to:

City of Toledo
C/O: Civil West Engineering Services, Inc.
Timothy Gross, PE
409 SW 10th Street
Newport, OR 97365
tgross@civilwest.net

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Subcontractor Disclosure Form (Section 00440)
- B. Bidder Responsibility Certification (Section 00460, Contractors Responsibility Certification)
- C. Residency Statement (Section 00461, Residency Statement)
- D. Employee Drug Certification (Section 00462, Employee Drug Certification)
- E. Non-Discrimination Certification (Section 00463, Non-Discrimination Certification)
- F. Certificate of Compliance with Oregon Tax laws (Section 00464, State Tax Law Compliance Certification)
- G. Certificate of Licensing by the Construction Contractors Board (Section 00465, CCB License Certification)

ARTICLE 3—BASIS OF BID—LUMP SUM PRICE**3.01 Lump Sum Bids**

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

No.	Description	Lump Sum Base Bid Price
1	Bathroom Building, complete	\$198,000.00

No.	Description	Additive/Deductive Price Lump Sum Price
2	Alternate 1 - Add/Deduct for replacing standing seam metal roof with asphalt shingle roof	- 2580.00 deduct
3	Alternate 2 - Add/Deduct for replacing water fountain with non-refrigerated Elkay Model EZSDS	deduct - \$600.00

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete within **120** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150** calendar days after the date when the Contract Times commence to run.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**5.01 Bid Acceptance Period**

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bid Acceptance shall be indicated by effective date of Agreement.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.04 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
not applicable	

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies

between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Sweeden Construction LLC

(typed or printed name of organization)

By:

Jarat Sweeden

(individual's signature)

Name:

Jarat Sweeden

(typed or printed)

Title:

Owner

(typed or printed)

Date:

10/30/2025

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

963 NE Reservoir Ln

Toledo, OR 97391

Bidder's Contact:

Name:

Jarat Sweeden

(typed or printed)

Title:

Owner

(typed or printed)

Phone:

541-264-0439

Email:

Sweedenconstructionllc@gmail.com

Address:

963 NE Reservoir Ln

Toledo, OR 97391

Bidder's Contractor License No.:

250918

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SECTION 00440 – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: **Memorial Field Bathroom**

Bid Closing Date: October 31, 2025 Time: by end of day

A. Subcontractor List

1. Bidder shall list below the name, address, Construction Contractor's Board (CCB) number, description of work and dollar value of the subcontract for each subcontractor performing work in excess of the amount specified in the Instructions to Bidders, Section 00200, Article 12. If no subcontractor will be performing work on this project in excess of the amount specified in the Instructions to Bidders, Section 00200, Article 12, Bidders shall enter "NONE" in the first line below.

<u>Name</u>	<u>Address</u>	<u>CCB #</u>	<u>Description of Work</u>	<u>\$ Value of Subcontract</u>
Rau Plumbing	626 NE 1 st St Newport	116287	All Plumbing	\$ 45,000.00
J & J Coastal Electric	348 SE 1 st St Newport	156656	Electrical	\$ 32,044.55
Steve Smith Masonry	1165 Tillamook St. Siletz	267117	Masonry	\$ 32,500.00
North West Mechanical	PO Box 1593 Albany OR 97321	190341	Mechanical / HVAC	\$ 10,459.00

2. Total value of work provided by all subcontractors including those listed above is \$ 120,003.55.

<u>Jarot Sweeden</u>	<u>Jarot Sweeden</u>	<u>Owner</u>	<u>Sweeden Construction LLC</u>
Signature of Bidder	Printed Name of Bidder	Title	Company Submitting

This form must be submitted at the location specified in the Advertisement for Bids or Invitation to Bid on the bid closing date and within Two (2) working hours after bid closing time.

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SECTION 00460 - BIDDER RESPONSIBILITY CERTIFICATION

**This page must be completed, signed, and returned with the Bid Schedule.
Failure to do so will result in bid rejection.**

This certifies that the below named Bidder meets the standards of responsibility as provided by ORS 279C.375. The below named Bidder certifies that:

1. It has the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual responsibilities as required by this contract.
2. It has a satisfactory record of performance for other public contracts.
3. It has a satisfactory record of integrity for other public contracts.
4. It is qualified legally to contract with the City of Sheridan for this project.
5. It will supply all required information requested by the City in connection with its bid for this project.

*Change to
City of Toledo*

CERTIFICATION:

Contractor certifies that it meets the Standards of Responsibility as provided by ORS 279C.375.

Signature: Jarat Sweeden Title: Owner

Name: Jarat Sweeden (Print or Type)

Firm: Sweeden Construction LLC

Telephone: 541-264-0439 Date: 10/30/25

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SECTION 00461 – Oregon Bidder Residency Statement**OREGON BIDDER RESIDENCY STATEMENT**

**This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.**

279A.120 Preference for Oregon goods and services; non-resident bidders.

(1) As used in this section:

- (a) "Non-resident bidder" means a bidder who is not a resident bidder.*
- (b) "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.*

(2) For the purposes of awarding a public contract, a contracting agency shall:

- (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and*
- (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.*

"Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the Bid, has a business address in this state and has stated in the Bid whether the Bidder is a "resident Bidder".

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined in ORD 279A.120.

a. Check one: Bidder is a ☒ resident Bidder () non-resident Bidder

b. If a resident Bidder, enter your Oregon business address:

963 NE Reservoir Ln
Toledo, OR 97391

c. If a non-resident Bidder, enter state of residency: _____

d. If a non-resident Bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state's government or with governmental bodies in your state?

Check one: () Yes () No

If yes: state the preference percentage: _____ %

If yes, but not a percentage of Bid price, describe the preference:

If yes, state the law or regulation that allows the preference described (legal citation):

Bidder certifies that the information provided herein is true and accurate.

Signature: Jarat Sweeden Title: Owner

Name: Jarat Sweeden (Print or Type)

Firm: Sweeden Construction LLC

Telephone: 541-264-0439 Date: 10/30/2025

SECTION 00462 – Drug Testing Program Certification**BIDDER DRUG TESTING PROGRAM CERTIFICATION**

**This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.**

This certifies that the below named Bidder has an employee drug testing program in place as required by ORS 279C.505 (2).

CERTIFICATION:

Bidder certifies that it has an employee drug testing program in place as required by ORS 279C.505 (2).

Signature: Jarat Sweeden Title: Owner

Name: Jarat Sweeden (Print or Type)

Firm: Sweeden Construction LLC

Telephone: 541-264-0439 Date: 10/30/25

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SECTION 00463 – Non-Discrimination Certification**NON-DISCRIMINATION CERTIFICATION**

**This page must be completed, signed, and returned with the Bid Schedule.
Failure to do so will result in bid rejection.**

279A.110 Discrimination in subcontracting prohibited; remedies.

- (1) A bidder or proposer who competes for or is awarded a public contract may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.*
- (2) A contracting agency may debar or disqualify, under ORS 279B.130 or 279C.440, as appropriate, a bidder or proposer if the contracting agency finds that the bidder or proposer has violated subsection (1) of this section in the awarding of a subcontract in connection with a contract advertised by the contracting agency or a contract between the contracting agency and the bidder or proposer. A debarred or disqualified bidder or proposer may appeal the debarment or disqualification under ORS 279B.425 or ORS 279C.445 and 279C.450, as appropriate.*
- (3) A contracting agency may not allege an occurrence of discrimination in subcontracting as a basis for debarring or disqualifying a bidder or proposer under subsection (2) of this section more than three years after the alleged discriminatory conduct occurred or more than three years after the contracting agency, in the exercise of reasonable diligence, should have discovered the conduct, whichever is later.*
- (4) A bidder or proposer shall certify in the documents accompanying the bidder's or proposer's offer to enter into a public contract that the bidder or proposer has not discriminated and will not discriminate, in violation of subsection (1) of this section, against any minority, women or emerging small business enterprise in obtaining any required subcontract.*
- (5) After a contractor is awarded a public contract, if the contractor violates the certification made under subsection (4) of this section, the contracting agency may regard the violation as a breach of contract that permits:
 - (a) Termination of the contract; or*
 - (b) The contracting agency to exercise any remedies for breach of contract that are reserved in the contract.**

CERTIFICATION:

Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110 (1), against any minority, women, or emerging small business enterprise in obtaining any required subcontract.

Signature: Jarat Sweeden Title: Owner

Name: Jarat Sweeden (Print or Type)

Firm: Sweeden Construction LLC

Telephone: 541-264-0439 Date: 10/30/25

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SECTION 00465 – CCB License Certification**CERTIFICATION OF LICENSING BY OREGON CONSTRUCTION
CONTRACTORS BOARD**

**This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.**

This certifies that the below named Bidder is licensed by the State of Oregon Construction Contractor's Board required by ORS 279C.365 (1) (k).

CERTIFICATION:

Bidder hereby certifies that it is licensed by the State of Oregon Construction Contractor's Board and is not disqualified by the Board from performing a public improvement contract, as required by ORS 279C.365 (1) (k).

Signature: Jarat Sweeden Title: Owner
Name: Jarat Sweeden (Print or Type)
Firm: Sweeden Construction LLC
Telephone: 541-264-0439 Date: 10/30/25

SECTION 00464 – State Tax Law Compliance Certification**CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS**

**This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.**

I, the undersigned, hereby swear or affirm under penalty of perjury that:

I am authorized to act on behalf of bidder, that I have authority and knowledge regarding the payment of taxes, and that bidder is, to the best of my knowledge, not in violation of any Oregon tax laws.

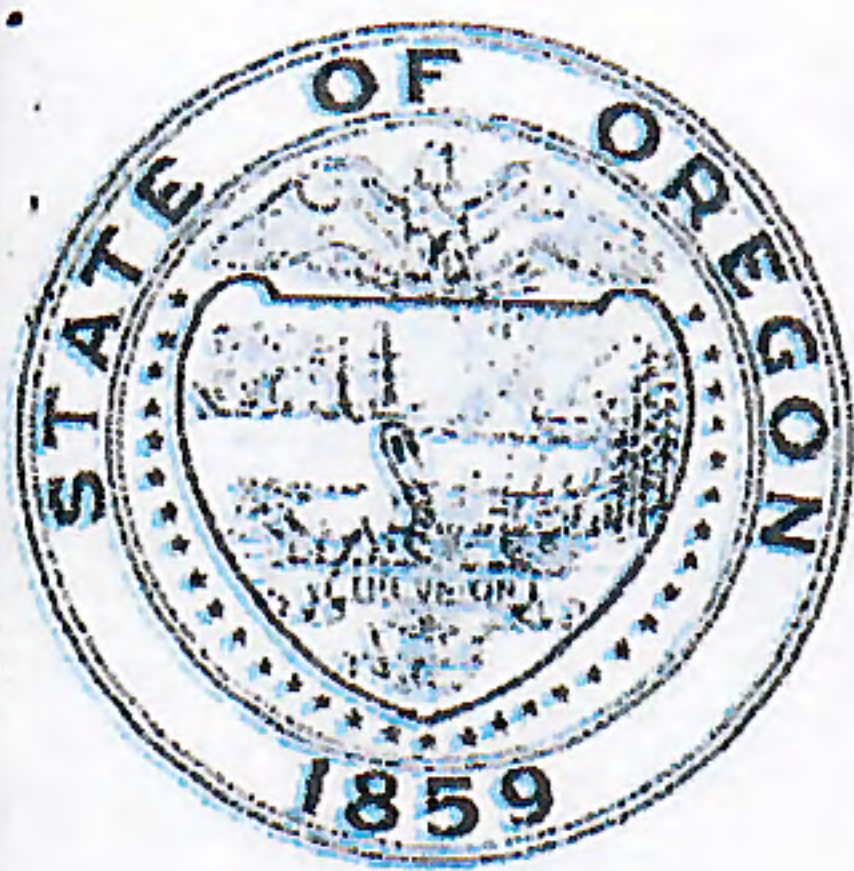
For purposes of this certificate, 'Oregon tax laws' means those programs listed in ORS305.380 (4). Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the elderly rental assistance program and local taxes administered by the Department of Revenue.

Signature: Jarat Sweeden Title: Owner

Name: Jarat Sweeden (Print or Type)

Firm: Sweeden Construction LLC

Telephone: 541-264-0439 Date: 10/30/25



Secretary of State
Corporation Division
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327

Phone: (503) 986-2200
FAX: (503) 378-4381
sos.oregon.gov/business

REGISTRY NUMBER: 220427496
TYPE: DOMESTIC LIMITED LIABILITY COMPANY

Next Renewal Date: 12/12/2024

SWEEDEN CONSTRUCTION LLC
963 NE RESERVOIR LN
TOLEDO OR 97391

Acknowledgment Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

DOCUMENT

ARTICLES OF ORGANIZATION

FILED ON
12/12/2023

STATUS
ACTIVE

NAME

SWEEDEN CONSTRUCTION LLC

JURISDICTION

OREGON

PRINCIPAL PLACE OF BUSINESS

963 NE RESERVOIR LN
TOLEDO, OR 97391

REGISTERED AGENT

NORTHWEST REGISTERED AGENT LLC
2355 STATE ST
SALEM, OR 97301

MAILING ADDRESS

963 NE RESERVOIR LN
TOLEDO, OR 97391

MEMBER

JARAT SWEEDEN
963 NE RESERVOIR LN
TOLEDO, OR 97391

ANDROD
ACK - NEWORG
12/12/2023

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 Owner: City Of Toledo

1.02 This Bid is submitted to:

City of Toledo
C/O: Civil West Engineering Services, Inc.
Timothy Gross, PE
409 SW 10th Street
Newport, OR 97365
tgross@civilwest.net

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Subcontractor Disclosure Form (Section 00440)
- B. Bidder Responsibility Certification (Section 00460, Contractors Responsibility Certification)
- C. Residency Statement (Section 00461, Residency Statement)
- D. Employee Drug Certification (Section 00462, Employee Drug Certification)
- E. Non-Discrimination Certification (Section 00463, Non-Discrimination Certification)
- F. Certificate of Compliance with Oregon Tax laws (Section 00464, State Tax Law Compliance Certification)
- G. Certificate of Licensing by the Construction Contractors Board (Section 00465, CCB License Certification)

ARTICLE 3—BASIS OF BID—LUMP SUM PRICE

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

No.	Description	Lump Sum Base Bid Price
1	Bathroom Building, complete	188,000.00

No.	Description	Additive/Deductive Price Lump Sum Price
2	Alternate 1 - Add/Deduct for replacing standing seam metal roof with asphalt shingle roof	-6,000.00
3	Alternate 2 - Add/Deduct for replacing water fountain with non-refrigerated Elkay Model EZSDS	-500.00

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete within **120** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150** calendar days after the date when the Contract Times commence to run.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bid Acceptance shall be indicated by effective date of Agreement.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.04 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
NA	

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
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6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies

between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

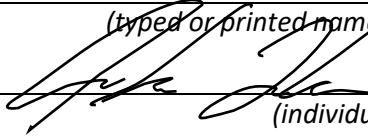
BIDDER hereby submits this Bid as set forth above:

Bidder:

Tikka Masonry Inc

(typed or printed name of organization)

By:


(individual's signature)

Name:

Justin Tikka

(typed or printed)

Title:

President

(typed or printed)

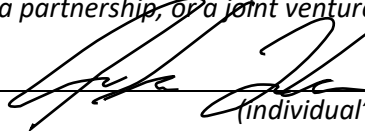
Date:

10/31/2025

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:


(individual's signature)

Name:

Justin Tikka

(typed or printed)

Title:

President

(typed or printed)

Date:

10/31/2025

(typed or printed)

Address for giving notices:

17412 NE 92nd Ave

Battle Ground WA 98604

Bidder's Contact:

Name:

Justin Tikka

(typed or printed)

Title:

President

(typed or printed)

Phone:

(360) 907-5893

Email:

justin@tikkamasonry.com

Address:

17412 NE 92nd Ave

Battle Ground WA 98604

Bidder's Contractor License No.: OR 185278

SECTION 00460 - BIDDER RESPONSIBILITY CERTIFICATION

**This page must be completed, signed, and returned with the Bid Schedule.
Failure to do so will result in bid rejection.**

This certifies that the below named Bidder meets the standards of responsibility as provided by ORS 279C.375. The below named Bidder certifies that:

1. It has the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual responsibilities as required by this contract.
2. It has a satisfactory record of performance for other public contracts.
3. It has a satisfactory record of integrity for other public contracts.
4. It is qualified legally to contract with the City of Sheridan for this project.
5. It will supply all required information requested by the City in connection with its bid for this project.

CERTIFICATION:

Contractor certifies that it meets the Standards of Responsibility as provided by ORS 279C.375.

Signature:  Title: President

Name: Justin Tikka (Print or Type)

Firm: Tikka Masonry Inc

Telephone: (360) 907-5893 Date: 10/31/2025

SECTION 00461 – Oregon Bidder Residency Statement**OREGON BIDDER RESIDENCY STATEMENT**

**This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.**

279A.120 Preference for Oregon goods and services; non-resident bidders.

(1) As used in this section:

- (a) "Non-resident bidder" means a bidder who is not a resident bidder.*
- (b) "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.*

(2) For the purposes of awarding a public contract, a contracting agency shall:

- (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and*
- (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.*

"Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the Bid, has a business address in this state and has stated in the Bid whether the Bidder is a "resident Bidder".

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined in ORD 279A.120.

a. Check one: Bidder is a () resident Bidder (x) non-resident Bidder

b. If a resident Bidder, enter your Oregon business address:

c. If a non-resident Bidder, enter state of residency: Washington

d. If a non-resident Bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state's government or with governmental bodies in your state?

Check one: () Yes (x) No

If yes: state the preference percentage: _____ %

If yes, but not a percentage of Bid price, describe the preference:

If yes, state the law or regulation that allows the preference described (legal citation):

Bidder certifies that the information provided herein is true and accurate.

Signature:  Title: President

Name: Justin Tikka (Print or Type)

Firm: Tikka Masonry Inc

Telephone: (360) 907-5893 Date: 10/31/2025

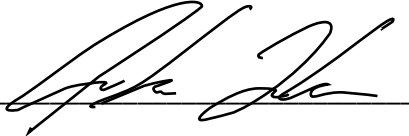
SECTION 00462 – Drug Testing Program Certification**BIDDER DRUG TESTING PROGRAM CERTIFICATION**

**This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.**

This certifies that the below named Bidder has an employee drug testing program in place as required by ORS 279C.505 (2).

CERTIFICATION:

Bidder certifies that it has an employee drug testing program in place as required by ORS 279C.505 (2).

Signature:  Title: President

Name: Justin Tikka (Print or Type)

Firm: Tikka Masonry Inc

Telephone: (360) 907-5893 Date: 10/31/2025

SECTION 00463 – Non-Discrimination Certification**NON-DISCRIMINATION CERTIFICATION**

**This page must be completed, signed, and returned with the Bid Schedule.
Failure to do so will result in bid rejection.**

279A.110 Discrimination in subcontracting prohibited; remedies.

- (1) A bidder or proposer who competes for or is awarded a public contract may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.*
- (2) A contracting agency may debar or disqualify, under ORS 279B.130 or 279C.440, as appropriate, a bidder or proposer if the contracting agency finds that the bidder or proposer has violated subsection (1) of this section in the awarding of a subcontract in connection with a contract advertised by the contracting agency or a contract between the contracting agency and the bidder or proposer. A debarred or disqualified bidder or proposer may appeal the debarment or disqualification under ORS 279B.425 or ORS 279C.445 and 279C.450, as appropriate.*
- (3) A contracting agency may not allege an occurrence of discrimination in subcontracting as a basis for debarring or disqualifying a bidder or proposer under subsection (2) of this section more than three years after the alleged discriminatory conduct occurred or more than three years after the contracting agency, in the exercise of reasonable diligence, should have discovered the conduct, whichever is later.*
- (4) A bidder or proposer shall certify in the documents accompanying the bidder's or proposer's offer to enter into a public contract that the bidder or proposer has not discriminated and will not discriminate, in violation of subsection (1) of this section, against any minority, women or emerging small business enterprise in obtaining any required subcontract.*
- (5) After a contractor is awarded a public contract, if the contractor violates the certification made under subsection (4) of this section, the contracting agency may regard the violation as a breach of contract that permits:
 - (a) Termination of the contract; or*
 - (b) The contracting agency to exercise any remedies for breach of contract that are reserved in the contract.**

CERTIFICATION:

Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110 (1), against any minority, women, or emerging small business enterprise in obtaining any required subcontract.

Signature:  Title: President

Name: Justin Tikka (Print or Type)

Firm: Tikka Masonry Inc

Telephone: (360) 907-5893 Date: 10/31/2025

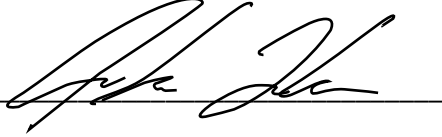
SECTION 00464 – State Tax Law Compliance Certification**CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS**

**This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.**

I, the undersigned, hereby swear or affirm under penalty of perjury that:

I am authorized to act on behalf of bidder, that I have authority and knowledge regarding the payment of taxes, and that bidder is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, 'Oregon tax laws' means those programs listed in ORS305.380 (4). Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the elderly rental assistance program and local taxes administered by the Department of Revenue.

Signature:  Title: President

Name: Justin Tikka (Print or Type)

Firm: Tikka Masonry Inc

Telephone: (360) 907-5893 Date: 10/31/2025

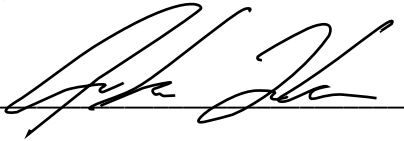
SECTION 00465 – CCB License Certification**CERTIFICATION OF LICENSING BY OREGON CONSTRUCTION
CONTRACTORS BOARD**

**This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.**

This certifies that the below named Bidder is licensed by the State of Oregon Construction Contractor's Board required by ORS 279C.365 (1) (k).

CERTIFICATION:

Bidder hereby certifies that it is licensed by the State of Oregon Construction Contractor's Board and is not disqualified by the Board from performing a public improvement contract, as required by ORS 279C.365 (1) (k).

Signature:  Title: President

Name: Justin Tikka (Print or Type)

Firm: Tikka Masonry Inc

Telephone: (360) 907-5893 Date: 10/31/2025



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
4.Enhance civic engagement and transparency by implementing a comprehensive community outreach program...	December 17, 2025	Resolution No. 1594, Adopting a Policy Pertaining to Community Requests for Strategic Reserve Funds
	Agenda Type:	
	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager Rich Huebner	City Manager Rich Huebner	City Manager Rich Huebner

Recommendation:

Motion to approve Resolution No. 1594, adopting a Policy for the City of Toledo pertaining to community requests for Strategic Reserve Funds.

Background:

The City of Toledo has adopted a Strategic Reserve Fund as part of its annual budget process. This fund dedicates monies for allocation by Council during the budgetary period to provide community support and/or to accomplish strategic goals and projects identified as priorities but were not specifically incorporated into the adopted budget.

The City does not currently adequately publicize the availability of Strategic Reserve Funds to community organizations. The policy proposed by Resolution No. 1594 will adopt a policy by which a request for Strategic Reserve Funds may be made by an organization which serves the Toledo community, and includes factors by which the Council will consider the request.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2025-2026	N/A

Attachment:

1. Resolution No. 1594
2. Community Requests for Strategic Reserve Funds Policy

**CITY OF TOLEDO
RESOLUTION NO. 1594**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOLEDO, OREGON,
ADOPTING A STRATEGIC RESERVE FUND POLICY**

WHEREAS, the Toledo City Council has established a Strategic Reserve Fund;

WHEREAS, the City Council has previously designated funds from the Strategic Reserve toward community organizations; and,

WHEREAS, the City Council desires to formalize a process for community organizations to request funding.

NOW, THEREFORE, THE CITY OF TOLEDO RESOLVES AS FOLLOWS:

Section 1: The City Council adopts the Strategic Reserve Donation Policy attached hereto as Exhibit A.

Introduced and adopted by the City Council on December 17, 2025. This resolution is effective on December 17, 2025.

APPROVED:

ATTEST:

Rod Cross, Mayor

City Recorder Paul Johnson

EXHIBIT A

Community Requests for Strategic Reserve Funds

1. The Council has sole discretion over whether or not to allocate Strategic Reserve Funding to any community organization in a given year, including the amounts, distribution timeframes, and terms of the award, if any. The Council may only designate Strategic Reserve Funds under this policy that are available in the given budget cycle.
2. An organization that serves the community of the City of Toledo may coordinate with City staff to make a presentation to the City Council during a regular meeting to request funding from the Strategic Reserve Fund.
3. In considering the request, the Council will consider the following factors:
 - a. Whether an emergency or critical need exists within the community for the project or services provided to the community by the requesting organization;
 - b. The requesting organization's:
 - i. Proposed uses for the requested funds;
 - ii. Status as a nonprofit corporation;
 - iii. Record of performance including data and anecdotal evidence;
 - iv. Supporting partners and references; and,
 - v. Leadership team.
 - c. The Council goals the requesting organization's project or services will support;
 - d. Whether there are sufficient funds in the Strategic Reserve Fund for the given year, or whether the request would significantly deplete the Strategic Reserve Fund for the given year; and,
 - e. Whether the Council is unanimous in its decision to award funds to the requesting organization.
4. If the Council decides to award funding, the requesting organization will be required to sign a funding agreement that specifies the terms of the award as determined by the City Council. These terms may include certification requirements, reporting requirements including timeframes and data, matching fund provisions, and other terms.



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
3.To sustain and expand an inclusive and welcoming work environment, with a focus on enhancing retention rates.	December 17, 2025	Waiver of December Code Enforcement Fee for the City of Siletz
	Agenda Type:	
	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager Rich Huebner	City Manager Rich Huebner	City Manager Rich Huebner

Recommendation:

Motion to approve a waiver of the December Code Enforcement Fee for the City of Siletz.

Background:

In August 2022, the cities of Toledo and Siletz executed an Intergovernmental Agreement through which Toledo provides Code Enforcement Services to Siletz. In late November 2025, Community Services Officer Ron Bush went on what was expected to be a limited-duration medical leave. CSO Bush's leave has been extended, with a current expected return to work date of January 15, 2026. Due to CSO Bush's leave, the City of Siletz has not received code enforcement coverage for the month of December. Approval of the instant RCA will waive the contracted monthly fee for Code Enforcement Services for December 2025 in recognition of the lack of coverage.

Fiscal Impact:	Fiscal Year:	GL Number:
\$1,700	2025-2026	001-000-403150

Attachment:

1. IGA with City of Siletz for Code Enforcement Services

INTERGOVERNMENTAL AGREEMENT
Between the CITY OF TOLEDO and the CITY OF SILETZ
For
Providing Code Enforcement Services
And
Contemplating Judicial Services

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into by and between the City of Toledo, an Oregon municipal corporation ("City of Toledo"), and the City of Siletz, an Oregon municipal corporation ("City of Siletz"), the promises of each being given in consideration of the promises of the other.

RECITALS

1. By the authority granted in ORS 190.010 through 190.030, units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The City of Toledo has an employee hired as a code enforcement officer, and as the City of Siletz is in need of code enforcement services, the City of Toledo is willing to assist the City of Siletz in providing code enforcement services.
3. ORS 221.355 entitled "Agreement between cities for judicial services," provides: "Any city may enter into an agreement pursuant to ORS 190.010 with another city for the provision of judicial services. A municipal judge providing services to another city pursuant to such an agreement shall have all judicial jurisdiction, authority, powers, functions and duties of the municipal court of the other city and the judges thereof with respect to all and any violations of the charter or ordinances of the other city. Unless the agreement provides otherwise, and subject to the provisions of ORS 153.640 to 153.680, all fines, costs and forfeited security deposits collected shall be paid to the prosecuting city, and that city shall reimburse the city providing judicial services for expenses incurred under the agreement. The exercise of jurisdiction under such an agreement by a municipal judge shall not constitute the holding of more than one office."
4. Consistent with ORS 221.335, the City of Siletz would like the City of Toledo to also provide judicial services, whereby the City of Toledo Municipal Court Judge would make decisions on the City of Siletz's Code and traffic infractions that occur with the City of Siletz, and individuals could be cited into the Siletz Municipal Court, located at Toledo City Hall, where tickets could be paid by those cited into the Siletz Municipal Court. The City of Toledo is willing to provide such services, which is possible except the City of Siletz's Charter, Chapter V, Section 21, referring to the Municipal Court Judge, provides "he shall hold *within the city* a court known as the municipal court for the City of Siletz...", so the City of Siletz's Charter would need to be changed for the Siletz Municipal Court to be held at Toledo City Hall, which such Charter could be changed in the next general election by the City of Siletz referring the change to the voters. Other solutions for the provision of judicial services are possible,

including the Municipal Court Judge and the Municipal Court Clerk, with a hotspot and VPN to log into court software on Toledo's server, traveling to the City of Siletz to hold Siletz Municipal Court, even as a temporary solution, before the City of Siletz's Charter can be changed, by referral to its voters, but the details, compensation, shared fines, desires of both Cities, and logistics need to be discussed and agreed upon by the City of Toledo and the City of Siletz, before a future agreement binds the City of Toledo to provide judicial services for the City of Siletz.

NOW THEREFORE, the promises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. Services.

a. The City of Toledo agrees its Code Enforcement Officer will provide code enforcement services to enforce the City of Siletz's Municipal Code, within the City of Siletz's city limit boundaries (but excluding land owned by the Confederated Tribes of the Siletz Indians), for 1 day per week for a maximum of 7 hours per day, and in exchange, the City of Siletz agrees to pay the City of Toledo \$1,700 per month, which shall be pro-rated, if needed. Such services will include providing the employee, a vehicle, his equipment, payroll, workers compensation and other personnel costs, and supervision. His cases will be tracked in Comcate, a software package designed for Code enforcement, which costs will be covered by the City of Toledo, but the City of Siletz can have access to it for review purposes.

b. The City of Toledo is willing to work with the City of Siletz to work out the details of a solution where the City of Toledo can provide judicial services to the City of Siletz that is acceptable to both Cities.

2. Term and Effective Date. This agreement shall become effective upon the date that each party has signed this agreement, but code enforcement services shall start on

August 7, 2022, or in the alternative, on the 1st of the month following receipt of an email from the Mayor of the City of Siletz to the City Manager of Toledo asking for code enforcement services to start at the 1st of the following month, which services shall then last for one year, from the start date, unless terminated sooner.

3. Termination. This agreement shall terminate upon parties' completion of all obligations listed herein, or by mutual written consent of both parties, or unilaterally, provided that no such termination will prejudice any rights or obligations of either party accrued prior to the effective date of the termination. Written or emailed notice of termination is effective on the other party, upon receipt, for any reason, including convenience, loss of available funding, or without specifying a reason. If ended not at the end of the month, the services shall be pro-rated until the date of termination.

4. Indemnification. It is agreed that both parties have no obligation to defend, hold harmless or indemnify, or provide any insurance coverage for or on behalf of the other party.

5. Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement.

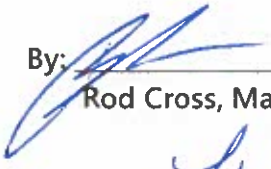
6. Entire agreement: This agreement constitutes the entire agreement between the parties. Any modification to this agreement shall be in writing signed by the parties.

7. Attorney Fees. At all times each party shall be responsible for its own costs and attorney fees.

8. Governing law. This agreement shall be governed and construed in accordance with the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties hereto have caused this IGA to be executed in duplicate by the duly authorized persons whose signatures appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this agreement.

City of Toledo, an Oregon Municipal Corporation

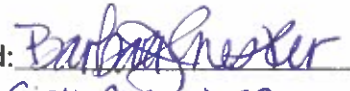
By: 
Rod Cross, Mayor

Attested: 
Lisa Figueroa, Recorder

Dated this 3rd day of AUGUST, 2022.

City of Siletz, an Oregon Municipal Corporation

By: 
Will Worman, Mayor

Attested: 
CITY RECORDER

Dated this 3 day of August, 2022.

Police Department Monthly Report

November 2025

News:

Officer Gaughan Selected as VFW Officer of the Year

Officer R. Gaughan was honored by Veterans of Foreign Wars Post 4227 as their 2025 Officer of the Year, a recognition made especially meaningful because he was nominated by his peers. The award reflects Officer Gaughan's consistent professionalism, compassion, and strong community-centered approach to policing. His dedication, positive attitude, and commitment to serving residents with integrity have made a measurable impact on both the department and the community. The Toledo Police Department is proud of Officer Gaughan's achievement and grateful to the VFW for recognizing one of our own.

Major Arrests

Nothing to Report

Community Engagement

Public Safety Update – Thanksgiving Pig Encounter Post – “Negotiations Ongoing”

The department shared a light-hearted Thanksgiving post featuring officers engaging with a neighborhood pig, using humor to connect with the community. The post highlighted officers' positive engagement with residents and emphasized the department's approachable and community-centered culture. This outreach helps strengthen public trust and reinforces our commitment to relationship-based policing.

Public Safety Update – VFW Officer of the Year – Officer Gaughan Recognition

The department publicly recognized Officer Gaughan after he was selected by the local Veterans of Foreign Wars Post 4227 as their Officer of the Year. The post highlighted his compassion, professionalism, and service-focused leadership, reflecting the values of the department and the

appreciation of the community he serves. This recognition reinforces the department's emphasis on excellence, peer mentorship, and community-first policing.

Public Safety Update – Burn Permit Update – Transition to Toledo Fire Department

A community information post notified residents that the processing of burn permits had transitioned from the Police Department to the Toledo Fire Department. The message provided clear contact information and links to online resources to ensure a smooth handoff for residents. This communication supports transparency, inter-agency cooperation, and continued public safety.

Public Safety Update – Veterans Day Tribute Post

The department posted a Veterans Day tribute honoring the service and sacrifice of local veterans and all who have worn the uniform of the U.S. Armed Forces. The message emphasized the values of integrity, commitment, and duty—principles shared by both veterans and public safety professionals. This post demonstrates the department's dedication to honoring community members and recognizing the contributions of those who have served the nation.

Enforcement Campaign

Nothing to Report

Training

Law Enforcement Enterprise Portal (LEEP) Training – Wendy Pickell

Administrative Support & Evidence Services Coordinator Wendy Pickell completed an online training course on the Law Enforcement Enterprise Portal (LEEP). The training covered secure access procedures, information-sharing tools, and federal system navigation essential for law enforcement operations. This instruction strengthens her ability to support evidence management, records processing, and investigative coordination requiring federally controlled access. The training aligns with departmental directives on Records Management, Information Security, and Professional Development.

CPR/First Aid/AED Recertification – Officer Cross

Officer Cross successfully completed recertification in adult and child CPR, First Aid, and AED operation. This training ensures continued proficiency in lifesaving interventions and meets the cyclical maintenance requirements established by DPSST. The recertification enhances Officer Cross's readiness to respond to medical emergencies and supports departmental directives related to Duty to Render Aid, Public Safety, and Ongoing Professional Development.

Oregon Police Officer Association Evidence Conference – Grand Ronde

Administrative Support and Evidence Services Coordinator Wendy Pickell attended a statewide law enforcement conference focused on advanced evidence management and investigative practices. Her training included sessions on forensic genetic genealogy, firearms evidence, homicide case studies, and the retention and liability of digital media and public records, as well as an evidence academy track. This conference directly supports her role as Evidence Services Coordinator by strengthening best practices in chain of custody, documentation, and courtroom-ready evidence handling. The training aligns with department directives on Evidence Handling, Records Management, Professional Standards, and Continuous Improvement.

Use of Force Case Law Webinar – Virtual

Police staff attended a virtual training webinar focused on current trends and developments in police use-of-force case law, presented by Chief (Ret.) Mike Ranalli. The class emphasized the importance of understanding how courts evaluate force incidents and how recent appellate decisions should inform departmental policy, training, and tactical decision-making. Staff gained insight into how to critically assess case law from a law enforcement perspective and apply these findings to improve operational practices and reduce organizational risk. This training directly supports our directives related to Use of Force, De-Escalation, Professional Conduct, and Continuous Improvement by reinforcing legally sound, policy-aligned decision-making.

Fundamentals of Ethics in Law Enforcement – Virtual

Staff completed a virtual training course on the fundamentals of ethics in policing, presented by Professor Sandra Flint of Corban University. The class examined how personal values, agency culture, and common ethical systems shape decision-making in the field, emphasizing the importance of consistency, integrity, and adherence to professional standards. Participants learned strategies for recognizing ethical pitfalls and aligning daily actions with core agency values, even in complex or high-pressure situations. This course reinforces departmental directives on Professional Conduct, Standards of Ethics, Decision-Making, and Accountability by strengthening officers' ability to act in accordance with our ethical mission.

Airway and Circulatory Anatomy & Physiology – Virtual

Staff completed training focused on airway and circulatory anatomy and physiology, with an emphasis on how these systems respond to stress, restraint, positional asphyxia, and medical crises commonly encountered in law enforcement contacts. The course provided officers with a deeper understanding of how oxygenation, blood flow, and body positioning affect a subject's ability to breathe and remain conscious during high-risk incidents. This knowledge supports safer decision-making during use-of-force events, medical assessments, and custody situations, ensuring officers can quickly recognize signs of medical distress and intervene appropriately. The training directly supports departmental directives on Use of Force, Duty to Render Aid, Positional Safety, and Preservation of Life.

Bloodborne Pathogens – Virtual

Staff completed a virtual OSHA Bloodborne Pathogens course focused on exposure risks, prevention strategies, and safe response practices for emergency personnel. The training covered common pathogens, vaccines, proper handling of sharps, and required procedures for contamination control and post-incident cleanup. This instruction reinforces officer safety during medical calls, arrests, searches, and evidence handling, ensuring compliance with state and federal occupational safety standards. The course supports departmental directives on Officer Safety, Handling of Biohazard Materials, Evidence Procedures, and Duty to Render Aid.

Use of Force Case Study – Eagle Point Officer-Involved Shooting - Virtual

The department reviewed the Eagle Point officer-involved shooting as a case study to examine decision-making, threat assessment, and de-escalation opportunities during rapidly evolving encounters. The incident highlights how quickly routine contacts can escalate and underscores the critical importance of clear communication, tactical positioning, and maintaining situational awareness. Our review focused on lessons that align with Toledo Police Department directives on Use of Force, De-Escalation, Duty to Intervene, and Professional Conduct. This case study reinforces our commitment to applying objectively reasonable force, prioritizing preservation of life, and adhering to policy standards that reduce risk to the public and to officers.

Toledo Police Department Initiated, Updated and Reviewed the following Policies:

Policy 401 - Bias Based Policing
Policy 404 - Hazardous Material Response
Policy 1041 – Career Development Program

Toledo Police Department Initiated, Updated and Reviewed the following Procedures:

Nothing to report.

Other News

Continued Negotiations with Toledo Public Safety Association (TPSA)

The City is actively engaged in contract negotiations with the **Toledo Public Safety Association (TPSA)**. Discussions cover key issues such as compensation, benefits, working conditions, and operational protocols. The City is committed to a respectful and collaborative bargaining process to support both the needs of the community and the well-being of public safety personnel.

Updates will be shared with Council as negotiations progress or conclude.

Nothing further to report.



Date Range is previous month

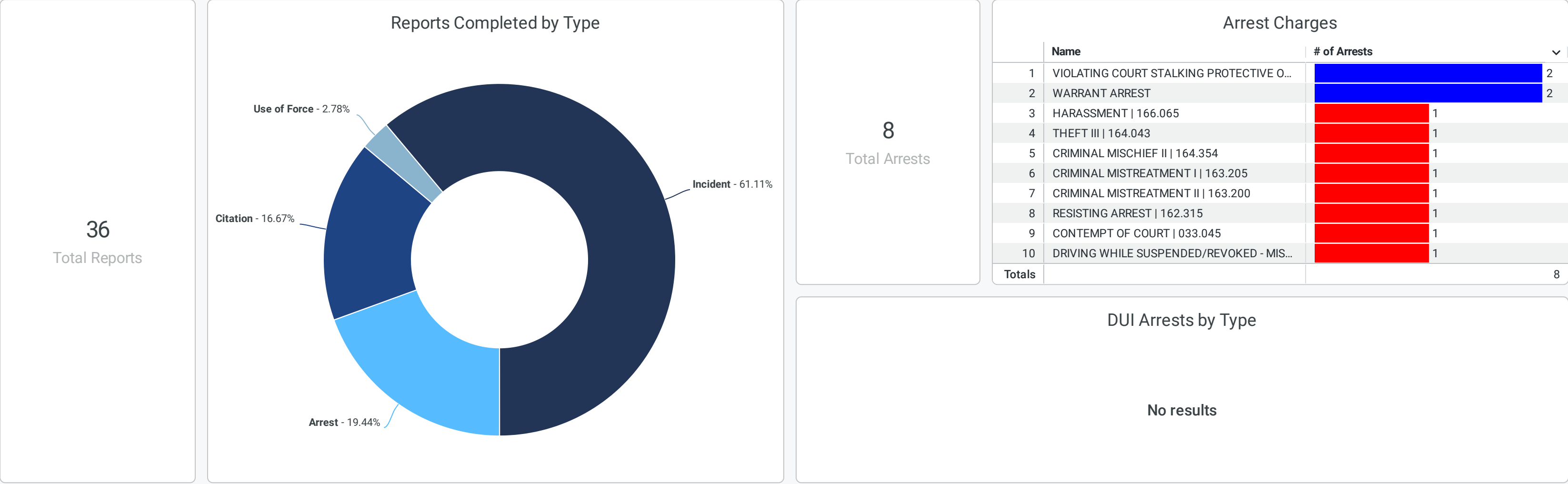
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Crimes Reported



Reports & Arrests

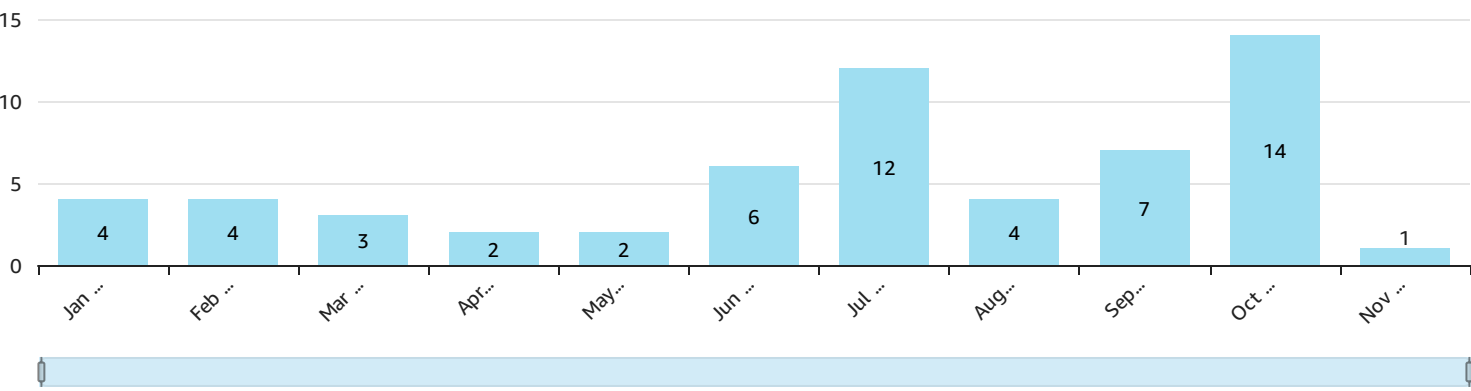


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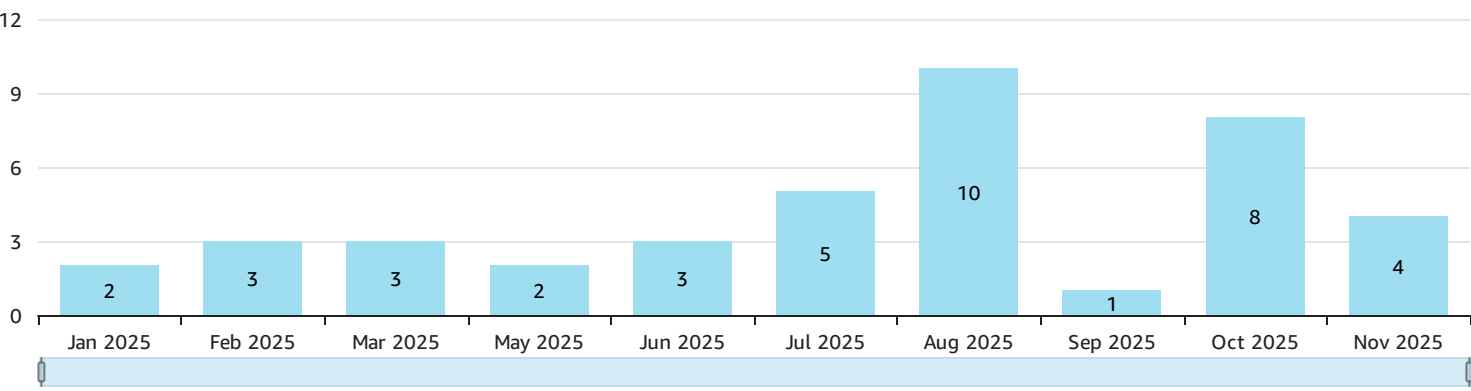


Toledo, OR

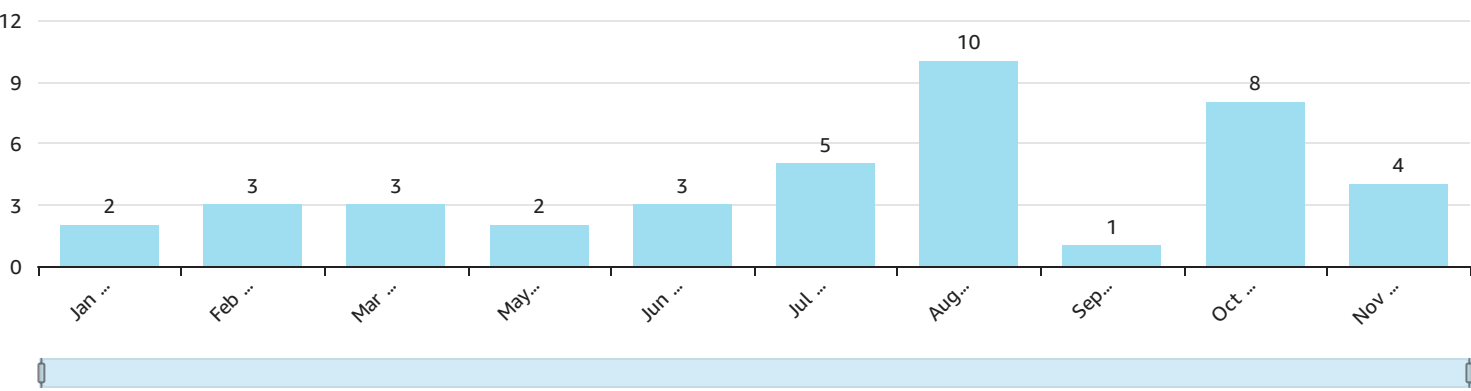
Violations Opened



Violations Closed



Violations Voluntarily Closed

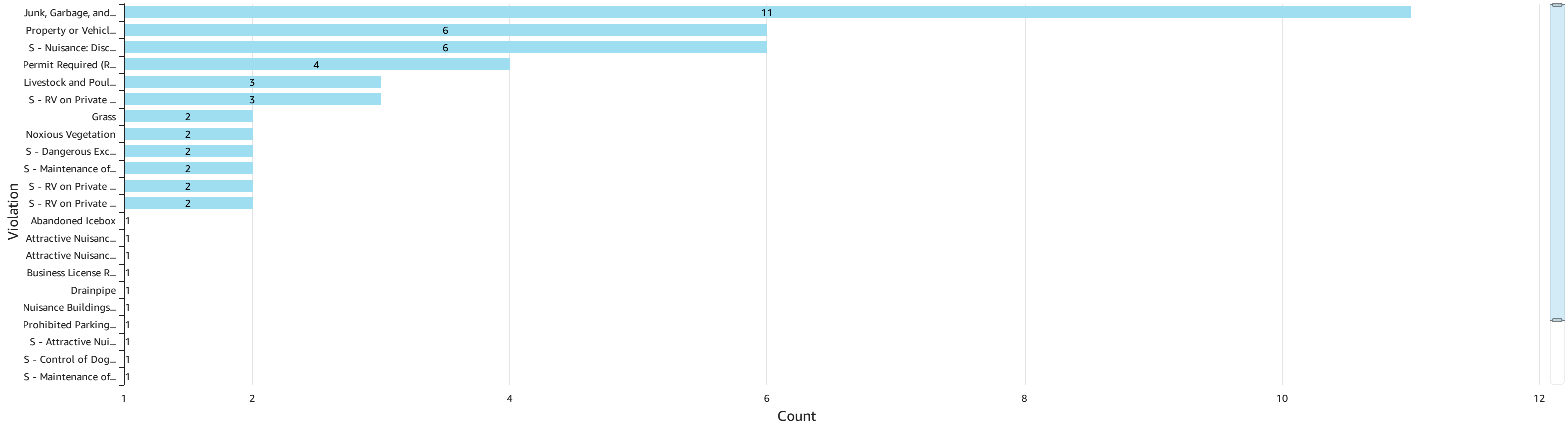


Violations Forced Closed

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Violations Opened In This Period



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Location Custom Field 1

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Date Range

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Staff

All

All

All

Year to date

Toledo, OR

All



**CITY OF TOLEDO FIRE DEPARTMENT
CITY COUNCIL REPORT
DECEMBER 17, 2025**



During the month of December our training schedule is modified to allow for festivities and well Christmas Eve.

On the notable news, our Heavy Brush 31 has returned from Benton County shop. FF Kilgore and crew have been working on getting it outfitted and putting equipment hose back on. As this is our only 4WD fire engine we're anxious so have it back in service before the inclement weather arrives.

We had three applications for our one firefighter position, and the interview team selected Amanda Hankins. Amanda has a wealth of experience and credentials. She also participated in our summer wildland program and has been pulling duty shifts since then. You'll notice her name in our response report which is included.

We responded to house fire in East Lincolns Fire District (ELF) jurisdiction back on the December 3rd. ELF does not have automatic aid identified with dispatch as Siletz and Toledo do. For their incidents they need to notify the dispatcher of what other apparatus they want to respond to also, via mutual aid. For this call it turns out the dispatcher accidentally toned out Toledo Fire Department (TFD) along with East Lincoln at the same time. While this was a mistake it was very beneficial, as TFD's Engine 42 was the first engine on scene. ELF requested Siletz and Newport to also respond. Newport FD (NFD) arriving next. TFD's E42 commenced initial fire attack with NFD supplying water from Siletz's tender. Eventually we were joined by ELF's tender, and fire engines from Seal Rock and Depoe Bay for additional manpower. The cause is still under investigation.

November training culminated with extrication practice and a total of 10 cars that have seen better days, and I'm told there are four more cars awaiting their demise. In all seriousness this training exposed folks who knew very little about the art of extraction and brought them up to a basic operations level and for those that had previous experience allowed them to become proficient in this skill by advancing their skills.

Thanks to DC Morford and FF Kilgore and all the citizens that donated vehicles to this cause.

Gail Johnson and Marcy Sanning of Siletz Fire taught a combined Emergency Medical Responder (EMR) for Toledo and Siletz personnel. A few still need to complete their testing be we expect 100% completion by the end of the year. Speaking of joint training, the officers of both agencies meet on the 10th to discuss a joint Firefighter I academy. This will begin in February of next year. These are just examples of the work DC Morford is doing to maximize our resources.

City Manager Huebner, legal counsel and I meet with OHSA in Salem for two hours to look at policies and future course of actions to be taken. I think this was a positive meeting and additional requested information has been sent to them via legal counsel. So, we are now waiting for their response.

The Fire Department has several policies and procedures I'm hoping to get implemented in the next few months. Some of these will most likely come before you but many are purely operational in nature. City Manager Huebner is vetting those out as we move forward

With the beginning of a new year and preparation for the upcoming budget, conversations should begin on what the future holds for Toledo and Siletz fire agencies. I'm sure City Manager Huebner will keep

you appraised as this progresses. Part of this process will be to review our staffing, response times and crew utilization.

To this we are excited to share with you some actual data from our record management system. We still have a few glitches to work out but we are ever so close. In this report you'll see total time on scene, hours of the day that are busiest, and the percentages of calls by personnel.

As we build our data history, we can dive deeper into what our responses look like and use this information as a baseline to chart where to focus our efforts and improve efficiency.

Thank you again for the opportunity to serve the you and the citizens of Toledo and work to build a more resilient fire response to both out communities.

Dave

Train Hard, Play Safe and Keep an Eye on your Partner.

Filter statement

Filters

Alarm Date Range 11/1/25 to 11/30/25 | Is Locked true | Is Active true

Fire Resources - Personnel and Units

Tracks personnel and unit involvement by call volume during fire incidents.

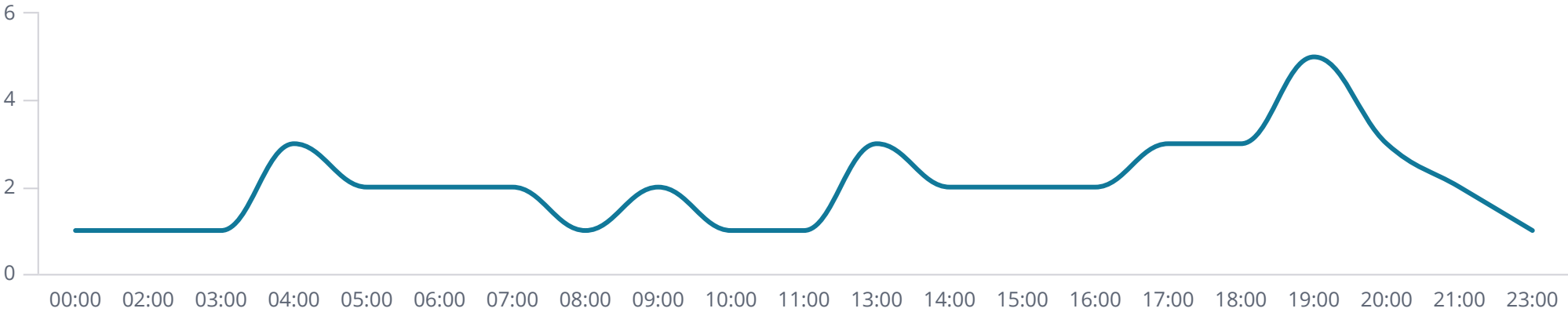
Total Incidents

Count of Incidents
43

Average Time On Scene

Average Time On Scene
22m:47s

Call Volume over Time



Filter statement

Filters

Alarm Date Range11/1/25 to 11/30/25

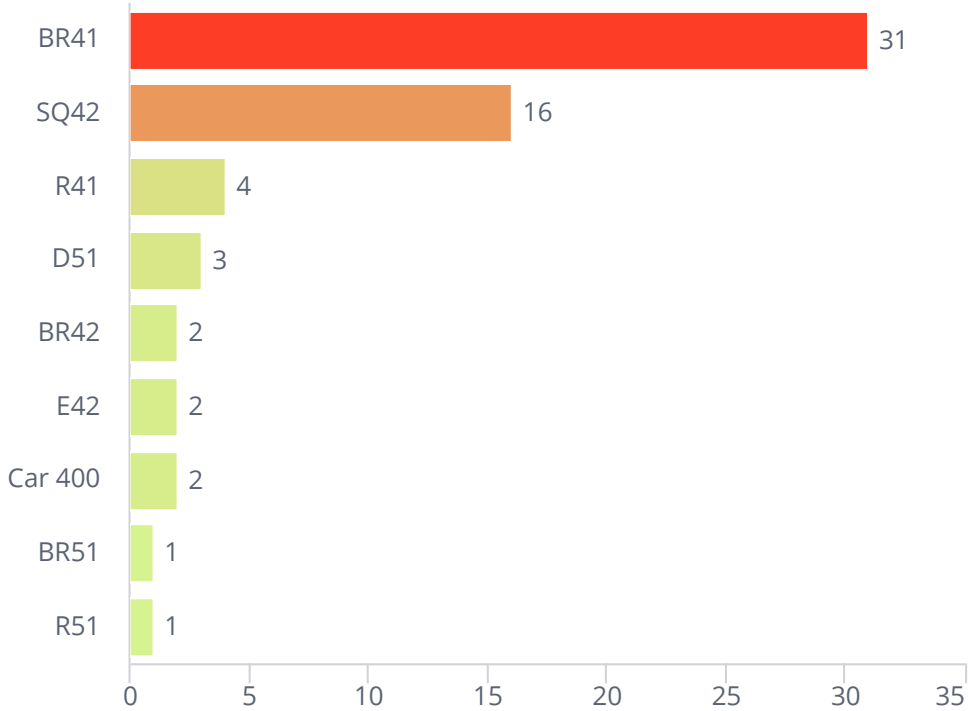
Is Lockedtrue

Is Activetrue

Breakdown of Calls by Unit

Unit Name	Percentage of Calls	Average Time at Scene
BR41	72.09%	21m:06s
BR42	4.65%	09m:00s
BR51	2.33%	
Car 400	4.65%	43m:11s
D51	6.98%	27m:47s
E42	4.65%	02m:18s
R41	9.30%	15m:41s
R51	2.33%	
SQ42	37.21%	20m:19s
Grand Total	100.00%	20m:51s

Count of Calls by Unit



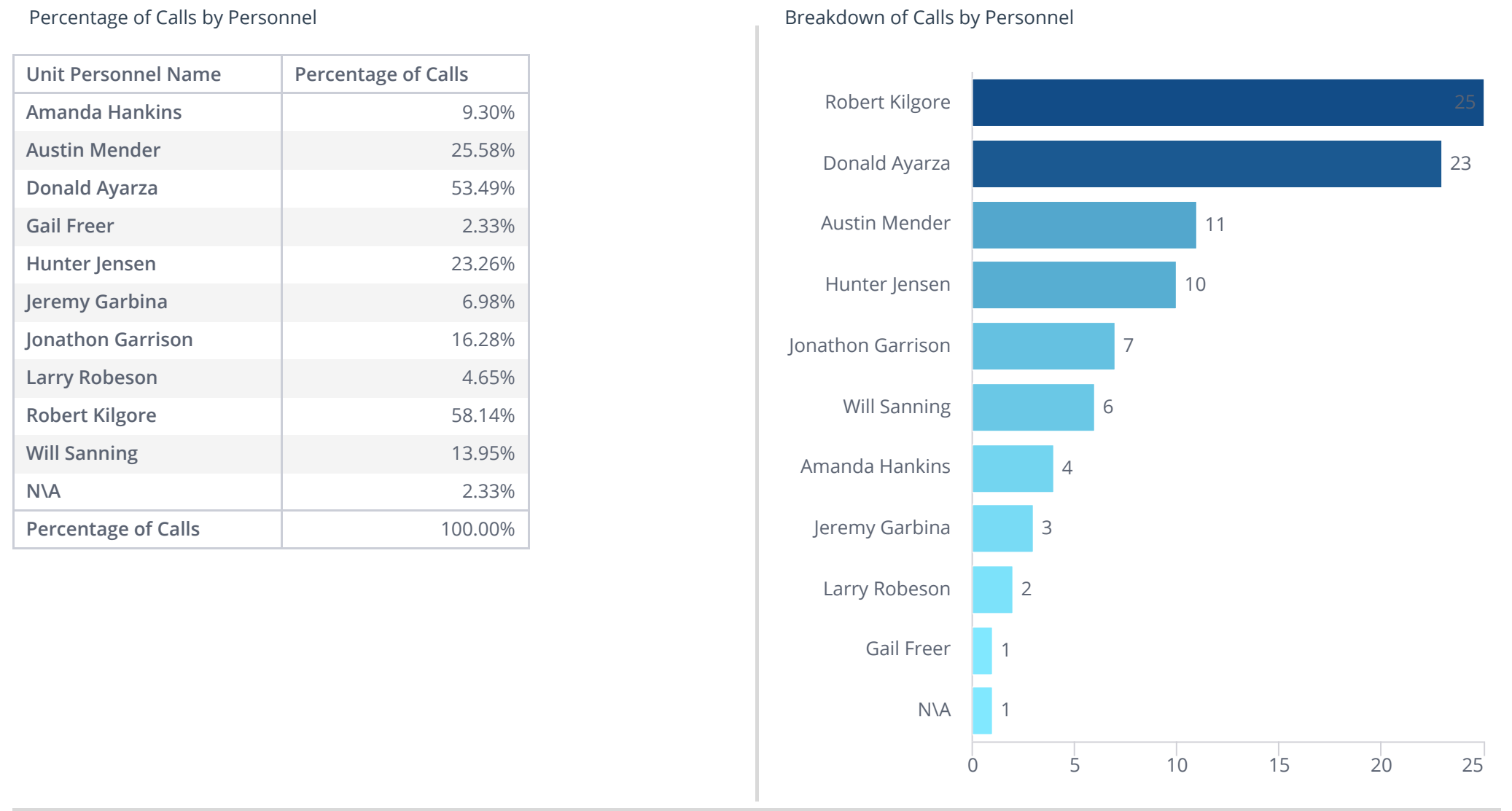
Filter statement

Filters

Alarm Date Range11/1/25 to 11/30/25

Is Lockedtrue

Is Activetrue



Filter statement		
Filters	Alarm Date Range 11/1/25 to 11/30/25	Is Locked true Is Active true

Public Works Activities- November, 2025

Below is a summary of some of the work that was performed by Public Works.

- Ammon Road alarm responses
- Install Butler Bridge VFD's and PLCs (Variable Frequency Drives and Programmable Logic Controls) TAG installed, Public Works assisted.
- Clean up tree on SE East Slope Rd. – A large tree fell from above off of SE Olson Rd. and crossed lanes of travel on SE East Slope Rd. On-call person was contacted and other crew members assisted with clean-up.
- Put up event banners (Tree lighting ceremony etc.)
- City shop cleaning
- Replace Ammon Rd pump station sump pump(pump inside basin of dry-well)
- Replaced City Hall lights
- Street sweeping
- Parks Maintenance
- Sewer lift station maintenance(lubrication of rotating assemblies, exercising of valves and general maintenance)
- Deer Park hand rail
- Monthly water Blow-offs. (Valving-open discharging points at various locations around town to “burp” out impurities and sediment in the water system, known as “blow-offs”)
- Storm Drain maintenance(making sure grating is free from debris so storm water can enter the system)
- Utility locates (811, call before you dig, locate requests come through their system and notifies utility companies/entities of request for locates)
- A-Street pump station-meter troubleshooting
- Right of way maintenance (limbing, brush removal, clear visibility etc.)
- Arcadia play structure maintenance
- Weekly Main Street maintenance
- Install Xmas wreaths and Holiday lighting along Main Street and Business HWY 20.
- Umbrella Parade setup (staging and removal of road closure signs and barricades)
- Daily work orders (shut-offs & turn-on requests, leak check requests etc.)
- Route maintenance
- Repair and replace sewer line off of SE 2nd Street. (problematic line that has finally been mitigated by replacement)

- Library steps and railing to access green area behind library.
- Library condensate/pipe leak repair.
- Sewer camera work (looking for intrusion, blockage and defects)
- Replaced Fire Department lighting (ongoing)
- Installation of Waste Water Treatment Plant RAS pump (*A “RAS” pump moves Return Activated Sludge in wastewater treatment plants, which is a vital part of the activated sludge process used to remove pollutants from wastewater. These pumps recycle settled sludge from secondary clarifiers back to the aeration basins to maintain a population of microorganisms that break down organic material, ensuring the system operates efficiently and effectively*)
- Water meter estimates-for new customers.
- Meter reading/re-reads (re-reads of meters that either didn’t register or consumption may have seemed higher than previous)
- Shut-offs/Lock-outs(Non-Payment shut-offs)
- Checked pump stations/weekly generator exercising.
- Fixed storm drain issues on SE 4th
- Diagnosed meters.
- Cleaned-up tree debris off SE Hillvale
- Repaired Mill Creek Generator (Starter, solenoid)
- Mill Creek readings & weirs (monthly documentation of water levels, intake condition etc. @ the Mill Creek Dam, the City of Toledo’s winter water source.)
- Replaced American flag @ City Hall and had photo cell replaced on it’s lighting.

Water Loss for November 2025

Gallons produced by WTP	12,924,485
Billable	11,670,000
Fire Department usage	0
Public Works usage	171,195
Total gallons accounted for	11,841,195
Difference	1,083,290
Percent of Loss	8.30%
	0
WWTP Gallons Treated	29,141,000

**Planning Department Permit Applications
November, 2025**

Construction Applications:

1. Work in the Right-of-Way for NW Natural to abandon gas service line at 667 SE 9th Street
2. Excavation/fill and Work in the Right-of-Way to widen driveway at 515 NW Radio Court
3. Work in the Right-of-Way for sewer lateral repair at 2016 SE Laurel Street
4. Work in the Right-of-Way for sidewalk work at 112 S Main Street
5. New water service to 66 Elk City Road

Land Use Applications:

1. Floodplain permit for three temporary boilers at 1400 SE Butler Bridge Road

Annual Department Statistics				
Type of Permit	November	2025	2024	2023
Building Permit	0	21	37	31
Other Permits*	5	47	38	38
Land Use Application	1	19	17	19
Truck Permit	0	17	15	14
Banner Placement Permit	0	6	3	0
Value of Construction Improvements	\$0	\$8,907,211	\$ 7,465,937	\$2,180,889

*includes permits for excavation, work in the right-of-way, demolition, and water/sewer connections.

Toledo Public Library

Staff Report

2025-12-17

Total Circulation of Library Materials: 3,333

Patrons added: 15

Community Room Use:

AV Room users: 8

Volunteer hours: 31

Reference questions: 127

Facebook Page Views: 12,110

Facebook Engagement: 569

Facebook Interactions: 266

➤ Public Programs

- Adult Program Attendance: 32
- Children's Program Attendance: 123
- Teen Program Attendance: 14
- Podcast Downloads: 82

➤ Facilities

- Floor is newly waxed in downstairs meeting room
- Public Works staff are doing finish work on the brand new ramp to the greenspace behind the Library

Finance Department Monthly Report – December 2025

- ❖ Completed Retro Pay for TPSA and non-represented employees
- ❖ Preparing for Payroll Year End
- ❖ Reviewed rough draft of new Employee handbook and made recommendations
- ❖ Participated in planning next steps for Finance Director recruitment
- ❖ Ongoing review and maintenance of General Ledger
- ❖ Begin Planning for 2026-2027 Fiscal Budget

I would like to remind the Council that we are still looking for budget committee members. As you talk to people, please encourage them to volunteer for the budget committee. It is a very limited commitment and a good way to become involved in the City.

City of Toledo Issue Tracker

Request Date	Date to Follow Up	Targeted Completion Date	Staff Assigned	Item	Comments/Notes	Completed
2/5/2025	09/17/25		Justin	Council tech upgrades	Plan for the 2nd week of Sept. follow-up- Councilor Keating Meeting in a week or two-9/11/2025	
4/16/2025	11/25/25	Fall	Chiefs,	Emergency Operations Plan	Subcommittee formed	Come Fall when stuff slows down work begins in earnest
5/7/2025	10/25/25	10/31/25	City Attorney/Rich	Fire policies reviewed by the City Attorney	Waiting for Attorney Review 8-21-25/and 9-11-2025	forwarded to City Attorney for review
5/7/2025			Council	Civic Center Naming	August 6 contract awarded to Scott Edwards to do visioning and prelim design- Sumpter	Done
5/20/2025		Winter	Council	Budget Committee process review	Council will consider this matter	Rich Follow-up with new finance Director
5/28/2025		12/01/25	SM/RH	Revisit Ordinance 1423	Ordinance adopted. Further amendments expected from CA and staff	
6/4/2025	10/22/25		Finance	Revenue options Public Safety, etc.	Schedule Work Session-October Tax Levy- RH to discuss with mayor and scheduled work session	
7/2/2025	10/22/25	11/30/25	Council/Staff	Review/update council rules	October Work Session	
7/10/2025			CM/Fire	faciltity use agreement	Working on next part. 9/11/25 no update	Facility use agreement in process
7/23/2025			CM/Planning	Possibly -Amend URA boundaries to include proposed donation property from Dept. of Forestry		
8/6/2025	09/17/25	10/01/25	SM/RH	Homie House	Agreement and letter of support	Create formal process
8/27/2025		10/01/25		Stray Cats	Upcoming meeting	Non-profits/community
9/3/2025			CM/Mayor	Create a mayor's committee	JR Council?- process needed	
9/17/2025	10/15/25	11/19/25		Discussion Items	Mix Report	
9/24/2025	10/15/25	ongoing		Discussion/Follow-up After Action	Working with city attorney	
9/17/2025	After 10/20			Tech Updates	Keating	

City of Toledo Issue Tracker

[illegible]

City of Toledo Issue Tracker

[illegible]

City of Toledo - *future agenda items list 2025*

Goal #	January 7, 2026 Regular Meeting	Staff Lead
	Discussion: University of Oregon's Sustainable City Year Program (SCYP)	RH/CMAK
	Website Upgrade and new Software Programs	RH/PJ
	Employee Handbook	SG
	Auditor Introduction	RH/JR

Goal #	January 21, 2026 Regular Meeting	Staff Lead
	Lincoln County Genealogical Society	HB

Goal #	January 28, 2026 Work Session	Staff Lead

Goal #	February 4, 2026 Regular Meeting	Staff Lead

Goal #	February 18, 2026 Regular Meeting	Staff Lead

Goal #	February 25, 2026 Work Session	Staff Lead

Goal #	March 4, 2026 Regular Meeting	Staff Lead

City of Toledo - *future agenda items list 2025*

Goal #	March 18, 2026 Regular Meeting	Staff Lead

Goal #	March 25, 2026 Work Session	Staff Lead

Goal #	April 1, 2026 Regular Meeting	Staff Lead

Goal #	April 15, 2026 Regular Meeting	Staff Lead

Goal #	April 29, 2026 Work Session	Staff Lead

Goal #	May 6, 2026 Regular Meeting	Staff Lead

Goal #	May 20, 2026 Regular Meeting	Staff Lead
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City of Toledo - *future agenda items list 2025*

Goal #	May 27, 2026 Work Session	Staff Lead

Goal #	June 3 2026 Regular Meeting	Staff Lead

Goal #	June 17, 2026 Regular Meeting	Staff Lead

Goal #	June 24, 2026 Work Session	Staff Lead

Goal #	July 1, 2026 Regular Meeting	Staff Lead

Goal #	July 15, 2026 Regular Meeting	Staff Lead

City of Toledo - *future agenda items list 2025*

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Goal #	July 22, 2026 Work Session	Staff Lead

Goal #	August 5, 2026 Regular Meeting	Staff Lead

Goal #	August 19, 2026 Regular Meeting	Staff Lead

Goal #	August 26, 2026 Work Session	Staff Lead

Goal #	September 2, 2026 Regular Meeting	Staff Lead

Goal #	September 16, 2026 Regular Meeting	Staff Lead

Goal #	September 23, 2026 Work Session	Staff Lead

City of Toledo - *future agenda items list 2025*

Goal #	October 7, 2026 Regular Meeting	Staff Lead

Goal #	October 21, 2026 Regular Meeting	Staff Lead

Goal #	October 28, 2026 Work Session	Staff Lead

Goal #	November 4, 2026 Regular Meeting	Staff Lead

Goal #	November 18, 2026 Regular Meeting	Staff Lead

Goal #	November 25, 2026 Work Session	Staff Lead

Goal #	December 2, 2026 Regular Meeting	Staff Lead

Goal #	December 16, 2026 Regular Meeting	Staff Lead

Goal #	December 23, 2026 Regular Meeting	Staff Lead