



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

TOLEDO CITY COUNCIL
Regular Meeting – also via Zoom Meeting Platform
January 21, 2026

Virtual Meeting: The City Council will host the meeting in person in the City Hall Council Chambers for the City Council and staff as well as through video conferencing. 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 Comment**
- 4. Consent Agenda**
 - a. 05-13-2025 Toledo Budget Committee Minutes
 - b. 05-20-2025 Toledo Budget Committee Minutes Amended
 - c. 06-10-2025 Toledo Budget Committee Minutes Amended
 - d. 01-07-2026 City Council Minutes A
 - e. 01-07-2026 City Council Executive Session Minutes
 - f. 01-13-2026 City Council Special Meeting Minutes
 - g. 09-25-2024 City Council Work Session Minutes Amended
 - h. 12-18-2024 City Council Executive Session Minutes Amended
 - i. 12-4-2024 City Council Executive Session Minutes Amended
 - j. 12-4-2024 City Council Minutes
 - k. 11-15-2024 City Council Special Meeting Minutes Amended
 - l. 11-13-2024 City Council Executive Session Minutes Amended
 - m. 11-6-2024 City Council Executive Session Minutes Amended
 - n. 11-6-2024 City Council Minutes
 - o. 10-23-2024 Town Hall Meeting Minutes Amended
 - p. 10-2-2024 City Council Meeting Minutes Amended

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.

- q. 9-25-2024 City Council Executive Session Amended
 - r. 9-17-2024 City Council Special Meeting Amended
 - s. 9-10-2025 City Council Executive Session Amended
 - t. 9-4-2024 City Council Meeting Minutes Amended
 - u. 8-28-2024 City Council Work Session Minutes Amended
 - v. 8-21-2024 City Council Meeting Minutes Amended
 - w. 8-7-2024 City Council Meeting Minutes Amended
 - x. 7-17-2024 City Council Meeting Minutes Amended
 - y. 7-17-2024 City Council Executive Session Minutes Amended
 - z. 6-26-2024 City Council Work Session Minutes Amended
- 5. Community Service Reports and/or Presentations to the Council**
- a. Lincoln County Genealogical Society
- 6. Discussion and Information Items**
- a. University of Oregon's Sustainable City Year Program (SCYP)
- 7. Decision Items**
- a. RCA - Approve a Regulatory Agreement with Northwest Coastal Housing (NWCH) to effectuate the previously-approved System Development Charge (SDC) waiver for Olalla Meadows housing development project.
 - i. SDC Exemption Agreement - NW Coastal Housing
 - b. RCA - Approve Ordinance No. 1434, amending Toledo Municipal Code (TMC) Chapter 13.44 – Affordable Housing
 - i. Ordinance 1434 - Affordable Housing Amendments
 - c. RCA - Approve Resolution No. 1595, authorizing Interfund Transfers to repay the System Development Charges Fund for exempted SDCs related to the Olalla Meadows Project
 - i. Resolution 1595 re Interfund Transfer SDC Fund Repayment Plan
 - d. RCA - Motion to approve the City Manager to sign a contract with Chaves Consulting to provide ERMS services to the City of Toledo.
 - i. ORMS Pricing Guide
 - ii. ORMS MSA 0486 Amendment 22 (002)
 - iii. Email from Jase Madsen 01-13-2026
 - e. RCA – Motion to approve the City Manager to sign a contract with CivicPlus to purchase a website upgrade, Agenda Meeting Management and Civic Request software packages.
 - i. CivicPlus Quote
 - f. RCA - Resolution adopting Strategic Reserve Fund Policy
 - i. Resolution 1594 – Strategic Reserve Fund
 - ii. Redline - City of Toledo Resolution - Strategic Reserve Fund, 4914-7916-8640 v.1
 - g. RCA - Council Rules Amendments 2026
 - i. Exhibit A - Council Rules Redline 4909-3099-1456 v.1
 - ii. Exhibit B - Council Rules Clean
 - iii. Resolution 1596 - Council Rule Amendments 2026

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- h. RCA - Waiver of November and partial January Code Enforcement Fee for the City of Siletz
 - i. IGA with City of Siletz for Code Enforcement Services
- i. RCA- Approve URD Funding Agreement with Advertee's
 - i. Urban Renewal District Renewal Fund Agreement – Advertees
- j. RCA- Cancel GP Untreated Water Contract
 - i. GP 2025 WATER SERVICES AGREEMENT with Exhibits FINAL 7 May 2025

8. Reports and Comments

- a. Public Works & Water Loss Report – December 2025
- b. Planning Department Monthly Report – December 2025
- c. Library Staff Report – December 2025
- d. Finance Department Report – January 2026
 - i. Q1 Financial Report 2026
- e. Human Resource Director Report 1-21-26
- f. Toledo Police Department Monthly Report December 2025
 - i. Police Department Stats December 2025
 - ii. Police Department Monthly Report Recap 2025
 - iii. Toledo Police Department 2025 Year Report March to December
- g. Toledo Fire Department Council Report 1-21-2026
- h. City Manager Report

9. City Council Issue Tracker**10. Council Comments****11. Mayor's Comments****12. Future Agenda Items****13. Adjournment**

City Hall
206 N. Main St.
Toledo, Oregon 97391
6:15 p.m.



CITY OF TOLEDO
Budget Committee Meeting Minutes
May 13, 2025

1. Call to Order

- a. President Rod Cross called the meeting to order at 6:15 p.m.; also via Zoom in Toledo, Oregon.

2. Roll Call

- a. A quorum was determined of 11 members present by President Cross.

Committee Member	Present	Absent	Via Zoom
President Cross	X		
Director Mix	X		
Director Kauffman		X	
Director Silvia			X
Director Burns	X		
Director Keating	X		
Director Bush	X		
Barry Bruster	X		
Ricky Dyson	X		
Stacie Keating	X		
Anne Learned-Ellis	X		
Jonathan Mix	X		
Vacant			
Vacant			

- b. City Manager Pro Tem David Clyne, Interim Finance Director Judy Richter and City Recorder Lisa Figueroa.

3. Decision Items

- a. **Motion** to approve Tracy Mix as Committee Chairperson.

Committee Member	M	S	Yay	Nay	Abstained	Absent
President Cross			X			
Director Mix					X	
Director Bush		X	X			
Director Kauffman						X

Director Silvia			X			
Director Keating			X			
Director Burns			X			
Barry Bruster	X		X			
Ricky Dyson			X			
Stacie Keating			X			
Anne Learned-Ellis			X			
Jonathan Mix					X	
Vacant						
Vacant						

- b. **Motion** to approve Barry Bruster as Committee Vice-Chair.

Committee Member	M	S	Yay	Nay	Abstained	Absent
President Cross			X			
Director Mix			X			
Director Bush			X			
Director Kauffman						X
Director Silvia			X			
Director Keating	X		X			
Director Burns			X			
Barry Bruster			X			
Ricky Dyson			X			
Stacie Keating			X			
Anne Learned-Ellis			X			
Jonathan Mix		X	X			
Vacant						
Vacant						

4. Discussion and Information Items

- a. Consider Committee procedures and process for meetings
- The committee discussed the meeting schedule for reviewing the proposed budget. City management recommended providing more time for budget review.
 - Motion** to cancel the meeting scheduled for May 15, 2025, and instead hold the next regular meeting on May 20, 2025, with an additional meeting on May 22, 2025, if needed.

Committee Member	M	S	Yay	Nay	Abstained	Absent
President Cross	X		X			
Director Mix			X			
Director Bush			X			
Director Kauffman						X
Director Silvia			X			
Director Keating			X			
Director Burns			X			

Barry Bruster			X			
Ricky Dyson			X			
Stacie Keating			X			
Anne Learned-Ellis		X	X			
Jonathan Mix			X			
Vacant						
Vacant						

- b. Presentation of the Fiscal Year 2025-2026 Budget Message
 - i. Manager Pro Tem David presented the proposed budget message for FY 2025-26, highlighting:
 - 1. Total budget of \$27,667,446 (a 3.6% increase over the previous year)
 - 2. General Fund decrease of \$557,518 (-8.8%)
 - 3. Public Works funds decrease of \$169,414 (-2.4%)
 - 4. Reserves increase of \$1,696,210 (12.9%)
 - 5. Personnel expenditures expected to decrease by 14.2%
 - 6. Materials and services expenses expected to increase by 7.1%
 - 7. Major planned capital expenditures include the Ammon water tank project and infrastructure for the Olalla Meadows development

5. Visitors/Public Comment

- a. Two representatives from local museums requested continued funding: They requested \$12,000 each for operational costs, the same level of funding provided the previous year.
 - i. Brenda Brown from the Toledo History Center
 - ii. Lisa Watson from the Yaquina Pacific Railroad Historical Society (Railroad Museum).
- b. A letter from Wendy Pickell, Evidence Technician for the Toledo Police Department, was read expressing concerns about proposed staffing changes that would eliminate a non-sworn position, specifically the Executive Assistant to the Chief position currently held by Katie Pimentel.

6. Adjournment

- c. The Committee Chair adjourned the meeting at 6:43 p.m.

APPROVE:

ATTEST:

President Rod Cross

City Recorder Paul Johnson

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



CITY OF TOLEDO
Budget Committee Meeting Minutes (Amended)
May 20, 2025

1. Call to Order

- a. Committee Chair Mix called the meeting to order at 6:18 p.m.; also via Zoom in Toledo, Oregon.

2. Roll Call

- a. The meeting was called to order and a quorum was confirmed.

Committee Member	Present	Absent	Via Zoom
President Cross	X		
Director Mix	X		
Director Kauffman		X	
Director Silvia	X		
Director Burns	X		
Director Keating	X		
Director Bush	X		
Barry Bruster	X		
Ricky Dyson		X	
Stacie Keating	X		
Anne Learned-Ellis	X		
Jonathan Mix	X		
Vacant			
Vacant			

- b. Staff Present: City Manager Pro Tem David Clyne, Interim Finance Director Judy Richter, Toledo Fire Chiefs Dave Lapof and Larry Robeson, PW Director Brian Lorimor, Library Director Harrison Baker, Toledo Police Chief Michael Pace, and City Recorder Lisa Figueroa.

3. Discussion /Decision Items

- a. **Motion** to approve the minutes from the meeting held May 13, 2025 as presented.

Committee Member	M	S	Yay	Nay	Abstained	Absent
President Cross			X			
Director Mix			X			
Director Bush		X	X			
Director Kauffman						X
Director Silvia	X		X			
Director Keating			X			
Director Burns			X			
Barry Bruster			X			
Ricky Dyson						X
Stacie Keating			X			
Anne Learned-Ellis			X			
Jonathan Mix			X			
Vacant						
Vacant						

- b. Review/Discussion of the Budget

i. General Fund

1. Chair Mix began by addressing the inability to fund a previously discussed police position due to a revenue deficit of \$557,517 in the general fund. Several committee members discussed how promises shouldn't have been made regarding staff positions given budget uncertainties.

ii. Department heads presented their budgets:

1. Police Department: Chief Pace discussed staffing reductions, dispatch transition to WVCC, and communication service contracts. Budget shows a 36% reduction in salaries reflecting staff reductions.
2. Fire Department: Chief Lapof presented the department's operations, noting they maintained staffing despite challenges. East Lincoln Fire District's separation resulted in lost revenue. Capital improvement projects included a Lucas CPR device and a building addition.
3. Library: Director Baker reviewed goals including hiring a program specialist, expanding adult programs, and facility improvements. The budget showed increased funding for travel, training, and programming.
4. Municipal Court: The budget showed minimal changes from the previous year. Fine revenue has decreased, attributed to less enforcement activity and officer training focus.
5. Public Works: Director Brian Lorimor presented projects including water treatment upgrades, infrastructure improvements, and

facilities maintenance. Major capital improvements included the Dam and Tank Reservoir replacement (\$2.3 million), filter media replacement, SCADA system upgrades, and automatic transfer switches for pumping stations.

- iii. Various funds were reviewed including the City Council Strategic Reserve Fund, which is transferring \$839,684 to the general fund to help balance the budget while maintaining \$75,000 in the fund for future needs.
- c. Motion to approve the budget as amended by the budget committee for fiscal year 25-26 in the amount of \$27,667,446, approve the tax rate of \$5.18 per \$1,000 of assessed value and accept the state revenue sharing.

Committee Member	M	S	Yay	Nay	Abstained	Absent
President Cross		X	X			
Director Mix			X			
Director Bush			X			
Director Kauffman						X
Director Silvia			X			
Director Keating			X			
Director Burns			X			
Barry Bruster	X		X			
Ricky Dyson						X
Stacie Keating			X			
Anne Learned-Ellis			X			
Jonathan Mix			X			
Vacant						
Vacant						

- d. Committee member Andrew Keating proposed holding an additional meeting to discuss improvements to the budget review process and document formatting to make it more accessible for committee members. The committee agreed to schedule this meeting at a future date.

4. Visitors/Public Comment

- a. No members of the public came forward to comment on the proposed budget.

5. Adjournment

- b. The Chair adjourned the meeting at 8:49 p.m.

APPROVE:

ATTEST:

President Rod Cross

City Recorder Paul Johnson

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



CITY OF TOLEDO
Budget Committee Meeting Minutes
June 10, 2025

1. Call to Order

- a. Committee Chair Mix called the meeting to order at 6:05 p.m.; also via Zoom in Toledo, Oregon.

2. Roll Call

- a. Chair Mix declared that a quorum was present

Committee Member	Present	Absent	Via Zoom
President Cross		X	
Director Mix	X		
Director Kauffman	X		
Director Silvia	X		
Director Burns	X		
Director Keating	X		
Director Bush		X	
Barry Bruster	X		
Ricky Dyson		X	
Stacie Keating	X		
Anne Learned-Ellis	X		
Jonathan Mix	X		
Vacant			
Vacant			

- b. Staff Present: City Manager Pro Tem David Clyne, Interim Finance Director Judy Richter, and City Recorder Lisa Figueroa.

3. Discussion /Decision Items

- a. City Manager Pro Tem Clyne explained that this special meeting was necessary due to an administrative oversight. The city had failed to recognize the need to levy the General Obligation Bond separately from the permanent tax rate. This additional meeting was required to properly approve the tax levy to allow collection for the bond proceeds which would close the following morning.

- b. **Motion** to approve that the city impose taxes in the amount of \$213,819 for General Obligation Bonds.

Committee Member	M	S	Yay	Nay	Abstained	Absent
President Cross						X
Director Mix			X			
Director Bush						X
Director Kauffman			X			
Director Silvia			X			
Director Keating	X		X			
Director Burns		X	X			
Barry Bruster			X			
Ricky Dyson						X
Stacie Keating			X			
Anne Learned-Ellis			X			
Jonathan Mix			X			
Vacant						
Vacant						

4. Visitors/Public Comment

- a. None

5. Adjournment

- b. Committee Chair Mix adjourned the meeting at:

APPROVE:

ATTEST:

President 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
January 7, 2026

1. Call to Order

- a. Mayor Rod Cross called the meeting to order at 6:03 p.m.; also via Zoom in Toledo, Oregon and lead the Pledge of Allegiance.
- b. A moment of silence was held for Claire Hall, Lincoln County Commissioner who had died suddenly this week.

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		
Councilor Chambers	X		

- b. City Manager Rich Huebner, Interim Finance Director Judy Richter, City Attorney Souvanny Miller, HR Director Shawna Gribskov, Public Works Director Brian Lorimor, and City Recorder Paul Johnson

3. Visitors/Public Comment

- a. Cynthia George
 - i. Expressed concerns about the East County Fire District, stating that a board member had blamed Toledo for issues with storing a truck. She noted concerns about slow response times to emergencies, citing a recent tragedy where a life was lost. Ms. George also raised concerns about Georgia Pacific allegedly releasing toxins at night and exceeding air quality limits. She requested air monitoring at schools to protect children.
- b. Brett Jones and Janet Fink
 - i. Spoke about water quality concerns. He shared that he had lost five family members to bacterial infections since 2015 and believed Georgia Pacific contaminants could be causing health problems in the area. Mr. Jones expressed concern about E. coli in his system, infections affecting his dogs, and questioned the city's water line infrastructure, particularly regarding water storage allegedly beneath the Georgia Pacific mill.

4. Consent Agenda

- a. Motion to approve the consent agenda as presented.

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			

5. Community Service Reports and/or Presentations to the Council

- a. Representatives from Georgia Pacific presented an update to address what they described as misinformation circulating on social media. The presentation team included Andrea Formo, Ann Vorderbrueggen (Environmental Manager), and Mark Carden (Mill Manager).
- Ms. Vorderbrueggen explained that in June 2025, Georgia Pacific received a civil penalty from DEQ related to a 2022 EPA inspection. The findings included equipment not in an inspection program, dust from a recovery boiler, and lime deposition off-site. The initial penalty of \$116,000 was reduced to \$110,000. The company had the option to pay 20% to DEQ and use 80% for a Supplemental Environmental Project (SEP).
 - Ms. Formo described the process for selecting the SEP project. Three project ideas were submitted: funding wetland trips for Clackamas Community College, a generator for East Lincoln Fire and Rescue, and a generator for the City of Siletz's sewer and wastewater treatment plants. On November 24, a group of community stakeholders unanimously selected the City of Siletz proposal as having the greatest impact. Ms. Formo noted they had received feedback about putting air monitors at schools but explained they never received a formal proposal for such a project. She mentioned that the EPA had previously installed air monitors at schools but removed them early when no issues were found.
 - Mr. Carden spoke about Georgia Pacific's vision for being a good community partner. He emphasized their increased community engagement through town halls and open houses, and their commitment to investigating complaints, including odor concerns.
- b. Toledo Food Pantry Annual Report
- The City Manager noted that representatives from the Toledo Food Pantry were not present, but their annual report was included in the Council packet.
- c. Toledo Summer Fest Annual Report
- No representative was present, but the report was included in the Council packet. Councilor Burns inquired why they received \$1,000 instead of \$2,000 as in past years. Mayor Cross, as a member of the funding committee, explained that the Summer Fest application came in late, after funding was already allocated, so they split what remained.

6. Discussion and Information Items

- a. None

7. Decision Items

- a. Public Works Director Lorimor explained that the Mill Creek pump station generator failed during recent power outages and requires immediate replacement. The pump station provides backup power when pulling water from Mill Creek reservoir for treatment. A rental generator is currently in place. Two quotes were received, with the cost not to exceed \$34,810.
 - i. **Motion** to approve replacing the generator at the City of Toledo's Mill Creek pumping station, and authorizing the City Manager to execute an agreement for that purpose with Power Systems West at a cost not to exceed \$34,810.

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		X			
Councilor Keating			X			
Councilor Burns			X			

- b. Human Resources Manager Shauna presented the updated employee handbook, which would replace the 2010 version. She explained that many laws, resolutions, and requirements at all levels of government have changed since 2010, requiring updates to ensure compliance.
 - i. The City Manager acknowledged Shauna's leadership in the handbook development process, along with contributions from Judy and Cindy from the finance department.
 - ii. Councilor Kauffman asked about the process for future handbook updates. Shauna and the City Manager explained that minor policy changes within administrative oversight could be implemented by staff with notification to Council, while significant changes or those with budgetary impact would come to Council for action.
 - iii. Councilor Keating praised the clarity of the new handbook, noting how it addresses issues that caused problems in the past 18 months. Shauna explained that the old handbook lacked clarity on policies and did not include newer state requirements such as Paid Leave Oregon, respectful workplace policies, and pregnancy discrimination protections.

- iv. **Motion** to adopt the revised 2026 City of Toledo Employee Handbook, superseding prior versions and authorize the City Manager to implement upon adoption.

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			

8. Reports and Comments

a. City Manager

- i. Council Retreat: The retreat is tentatively scheduled for January 31st, likely at the fire department. The League of Oregon Cities will provide Council training, and the retreat will establish Council's overarching goals, the City Manager's performance goals, and begin discussing budgetary goals.
- ii. Budget Process: The process is beginning with capital improvement plan templates distributed to department heads, due February 4th. Budget committee membership needs to be addressed, with 2 members having terms through 2027 and 3 members whose terms have expired but are interested in reappointment. Council will consider appointments at the January 21st meeting.
- iii. Website Update: The City Manager presented a preview of a potential website upgrade through Civic Plus. The current website is outdated, and the upgrade would improve user experience and accessibility. Additional tools being considered include AudioEye for ADA compliance, Next Request for public records requests, and an agenda management system. The implementation cost this year would be about \$4,500, with annual costs of about \$16,000 beginning September 1st. The City Manager plans to bring a formal request to Council on January 21st.

9. City Council Issue Tracker

- a. Councilor Keating requested a future agenda item regarding the University of Oregon Sustainable City Year Program, which provides students interested in state government to work on projects with local municipalities. The deadline to state intent is March 2nd, and this would be added to the January 21st agenda for discussion.

10. Council Comments

- a. Councilor Silvia - suggested adding a discussion item about Council members filling out their own paperwork for meetings to reduce staff workload.
- b. Councilor Keating – thanked Mayor Cross for the moment of silence for Commissioner Claire Hall and reflected on making 2026 a year of healing, moving forward, and collaboration across Lincoln County communities.

- c. Councilor Chambers - thanked Georgia Pacific representatives for proactively sharing information and suggested following up with the resident who expressed water quality concerns.

11. Mayor's Comments

- a. Mayor Cross welcomed Eric Chambers to the Council, noting that his father (present at the meeting) had served as Council President for 8 years.
- b. The Mayor suggested creating information about the city's water storage facilities to address public confusion.
- c. Mayor Cross concluded by reflecting on his nearly 26 years working with Commissioner Claire Hall, appreciating their ability to have robust discussions while maintaining friendship and mutual respect. He emphasized the importance of being able to disagree amicably and still get things done, especially at the nonpartisan city council level.

12. Future Agenda Items

- a. See Agenda Item 9a.

13. Adjournment

- a. The mayor adjourned the meeting at 7:35 p.m.

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 EXECUTIVE SESSION

**to start following the regular meeting*

January 7, 2026

1. Call to Order

- a. Mayor Rod Cross called the meeting to order at 6:00 p.m.; also via Zoom in Toledo, Oregon.
- b. The Toledo City Council will meet in Executive Session, pursuant to ORS 192.660 (h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.
- c. Representatives of the news media and designated staff were allowed to attend the Executive Session. All other members of the audience were prohibited. Representatives of the news media were specifically directed not to report on any of the deliberations except to state the general subject of the session as previously announced

2. Roll Call

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		
Councilor Chambers	X		

- a. Staff Present: City Manager Rich Huebner, and City Recorder Paul Johnson

3. Decision Items

- a. No decisions made in Executive Session

4. Adjournment

- a. The mayor adjourned the meeting at

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
City Council Special Meeting
January 13, 2026

1. Call to Order

- a. Mayor Rod Cross called the meeting to order at 6:00 p.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		
Councilor Chambers	X		

- b. Staff Present: City Manager Rich Huebner, Public Works Director Brian Lorimor, City Engineer Chris Janigo - Civil West Engineering, and City Recorder Paul Johnson.

3. Visitors/Public Comment

- a. None

4. Decision Items

- a. City Manager Huebner explained that Trench Line Excavation, the contractor for the SE Sturdevant Road Waterline Upsizing Project, discovered during potholing that the pavement depth was between 18-24 inches, significantly more than the standard 4-6 inches for a residential street. This discovery occurred after the contract was awarded and work had begun in January 2026.
- b. The City Manager provided background that on September 24, 2025, Council had approved awarding the bid to Trench Line Excavation for \$556,670.88, with work scheduled to begin after the New Year. The city had received a \$640,000 grant from Business Oregon for the project, which was intended to cover most or all of the project costs including Civil West's engineering and project management (approximately \$40,000).
- c. The contractor's worst-case scenario estimate for the additional work required was \$225,095.62, although the City Manager expressed hope that the final additional

cost would be closer to \$100,000. The change order was based on the addition of 280 hours of manpower and equipment. The contractor had already lost three days of work due to this issue.

- d. Civil West engineer Christian Janigo explained that the standard depth of a saw used to cut pavement is 20 inches, and areas exceeding that depth would require additional methods such as jackhammering. He confirmed that the contract language used was standard for the industry and included a 15% markup provision for additional work.
- e. Council engaged in extensive discussion about:
 - i. The high cost of the change order (approximately 40% of the original bid amount)
 - ii. Whether the contractor should have anticipated the pavement depth during the bidding process
 - iii. Whether the markup percentage (15%) was appropriate
 - iv. Concerns about setting a precedent for future change orders
 - v. The urgency to move the project forward to support the affordable housing development
- f. Councilor Chambers expressed concern about contract language that stated the contractor had "agreed that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price." He questioned whether the city should be fully responsible for the surprise finding.
- g. Several councilors noted that despite the concerns about the change order process, the total project cost with the proposed change order would still be below the second-lowest bid received for the project. The City Manager confirmed that even with the addition of \$115,000, the revised contract amount of \$671,670.88 would be approximately \$16,000 less than the second-lowest bid.
- h. Public Works Director Lorimor confirmed that funding for the change order could come from both the city's road maintenance and water system capital outlay line items, splitting the cost equally between those two funds.
- i. After thorough discussion, Council determined that while the contract language might support a stronger position against the change order, the city needed the project to move forward without delay, and litigation would likely be more costly and time-consuming.
- j. The Council also discussed the need to improve the city's contracting process in the future to better account for unexpected conditions, with several councilors suggesting that potholing should be conducted prior to putting projects out to bid, particularly in what was referred to as the "Toledo zone" where unusual conditions seem more common.

- k. **Motion** to authorize the City Manager to negotiate and execute Change Order #3 for the SE Sturdevant Road Waterline Upsizing Project at an amount not to exceed \$115,000.

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

5. Adjournment

- a. The mayor adjourned the meeting at 7:30 p.m.

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
City Council Work Session
AMENDED MINUTES
September 25, 2024

1. Call to Order

- a. Mayor Rod Cross called the meeting to order at 6:10 p.m.; also via Zoom in Toledo, Oregon and lead the Pledge of Allegiance.

2. Roll Call

- a. Roll call was taken and determined a quorum is present.

Council Member	Present	Absent	Via Zoom
Mayor Cross	X		
Council President Bush		X	
Councilor Kauffman	X		
Councilor Silvia	X		
Councilor Burns	X		
Councilor Strom	X		
Councilor Mix	X		

- b. Staff Present: Interim City Manager Amanda Carey, City Attorney Mike Adams, and Planning Assistant Arlene Inukai

3. Visitors/Public Comment

- a. None

4. Consent Agenda

- a. None

5. Discussion and Information Items

- a. None

6. Decision Items

- a. Approve Costs for Pet Parade
- i. Councilor Burns provided an update on the first annual Toledo pet parade scheduled for October 12 from 11:00 AM to 1:00 PM at the gazebo. There was a misunderstanding about banner sizes with the printing company. The banners will be 8' x 5' to hang on the "Toledo welcomes you" signs and will be one-sided instead of two-sided as originally planned. The design will include "Halloween pet parade, second Saturday in October" and "annual pet parade" so they can be reused in future years.

- ii. The representative requested funding for:
 - 1. Two banners to be hung by Public Works
 - 2. Seven 18" x 24" posters acknowledging donors
 - 3. Paper boats for wieners/hot dogs
- iii. Several donors and pet-related businesses have been secured for the event. The representative also requested volunteers for a master of ceremonies (Rod agreed), three judges, setup, teardown, and assistance with logistics. The fire and police departments will facilitate the wiener roast. A registration table with waivers will be set up for participants.
- iv. **Motion** to to approve an expense of up to \$500 for promotion of the pet parade from the community programs fund.

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

- b. Approving an Amendment to the City Attorney Contract
 - i. Interim City Manager Amanda Carey explained that the amendment would update the City Attorney contract to align with the recent change in the management compensation plan, which included the addition of longevity pay and slightly more accruals for management. The amendment adds paragraph 4.12 to the contract and clarifies that the accruals now apply specifically to managed employees rather than all employees, since there are now two different accrual schedules.
 - ii. **Motion** to approve amendment number 1 to the city attorney contract.

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

- c. Consideration of premium pay for Interim City Manager
 - i. Amanda Carey was appointed as Interim City Manager effective September 11, 2024. It was noted that the standard operating procedure for an employee working out of classification is a 5% pay increase for time worked out of class. This needed Council approval since it involves the

city manager position.

- ii. **Motion** moved to approve premium pay of 5 percent to interim city manager Amanda Carey effective as of September 11, 2024.

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

d. Toledo Public Library circulation policy

- i. Library Director Harrison Baker explained that during preparation for the annual statistical report to the state library (due October 31), it was discovered that the circulation policy was missing from the library's policy document. The existing circulation policy hadn't been updated since approximately 2006-2007.
- ii. The director created an updated circulation policy that maintains the skeleton of the original while keeping it general and stripped down. This will allow them to fold it into the complete policy document by the reporting deadline.
- iii. The director also noted that since the library district is reintegrating and other libraries are coming over to Toledo's system, there might be global circulation policy changes in the future. If changes are needed, the director will return to the Council with amendments.
- iv. **Motion** to approve the Toledo Public Library circulation policy.

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

e. Approve change order #3, for final reconciliation and payment for SE Fir St. project.

- i. The item concerned the final reconciliation of materials for the Southeast First Street project. After clarification, it was noted that this is not the final payment for the entire project, as there is still retainage to be paid and some areas that need to be addressed with the contractor. The change order amounts to approximately \$12,000 for materials.

- ii. **Motion** to approve change order number 3 for final reconciliation for materials to be made to Pacific Excavation for the Southeast First Street project.

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

f.

7. Reports and Comments

- a. Toledo Police Department
 - i. Chief Pace reported that the Gary Sumter memorial sign on Austin had been approved and would likely arrive within 3-4 weeks. A ceremony is being planned for the last week of October in the early afternoon to accommodate family members who would be traveling from a distance.
- b. Toledo Public Library
 - i. Library Director Baker reported they are in the process of onboarding a new assistant director. The library board has been working on defining its role. Upcoming events include a homeschool resource fair at the Newport Rec Center on October 5th from 1-4 PM, a Halloween puppet show on October 18th at 4 PM, a mask-making workshop on October 26th from 12-3 PM, and trick or treating on Main Street.
- c. Toledo Fire Department
 - i. Fire Chief Robeson reported a recent fire with no injuries and noted that Newport provided assistance. He also mentioned the upcoming chili feed on October 5th from 11 AM to 2 PM with at least six teams participating. All cooking will be done on-site to comply with county health regulations.
- d. City Attorney
 - i. City Attorney Adams reported that Municipal Court has been moved from the 24th to the 30th due to the judge attending a conference.
- e. Interim City Manager Amanda Carey reported that the finance department's new software is now live and operating smoothly. The online credit card platform will be available soon with in-person training scheduled for the following Friday. She also reported that the city had wrapped up its project with FEMA for reimbursement during the ice storm and expects to receive a little over \$100,000 back when finalized.

8. Council Comments

- a. Several council members commented on the recent Trailblazer event, noting the impressive community turnout. Councilor Frank expressed concerns about the east junction road condition and has contacted ODOT about repairs. The Mayor noted

the success of the Rip City rally, mentioning that Toledo had more participation than either Coos Bay or Florence, and was proud of how the community engaged with the event.

9. Adjournment

- a. The mayor adjourned the meeting at 7:08 p.m.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

TOLEDO CITY COUNCIL
Executive Session
December 18, 2024

1. EXECUTIVE SESSION

Mayor Rod Cross called the Executive Session to order at 4:05 p.m. electronically via Zoom in Toledo, Oregon. He read the declaration of meeting in Executive Session under the provisions of ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection and ORS 192.660(2) (h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Representatives of the news media and designated staff were allowed to attend the Executive Session. All other members of the audience were prohibited. Representatives of the news media were specifically directed not to report on any of the deliberations except to state the general subject of the session as previously announced.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
X		Councilor Stu Strom
		City Manager Doug Wiggins
X		City Manager Pro-Tem Amanda Carey
X		City Recorder Lisa Figueroa
X		City Attorney Mike Adams
		Interim Fire Chief Ryan Harris
		Police Chief Mike Pace
		Interim Library Director Harrison Baker
		Public Works Director Brian Lorimor

Others Present:

Council-elect Andrew Keating

No decisions were made in Executive Session.

2. ADJOURNMENT

The Executive Session adjourned at 4:57 p.m.

APPROVE:

ATTEST:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
Executive Session – also via the Zoom Meeting Platform
December 18, 2024

***NOTE – Original signed minutes are missing. Online copy has no original signatures.**

Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

TOLEDO CITY COUNCIL
Executive Session
December 4, 2024

1. EXECUTIVE SESSION

Mayor Rod Cross called the Executive Session to order at 5:30 p.m. electronically via Zoom in Toledo, Oregon. He read the declaration of meeting in Executive Session under the provisions of ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection and ORS 192.660(2) (h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Representatives of the news media and designated staff were allowed to attend the Executive Session. All other members of the audience were prohibited. Representatives of the news media were specifically directed not to report on any of the deliberations except to state the general subject of the session as previously announced.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
		Councilor Stu Strom
		City Manager Doug Wiggins
X		City Manager Pro-Tem Amanda Carey
X		City Recorder Lisa Figueroa
X		City Attorney Mike Adams
		Fire Chief Larry Robeson
		Police Chief Mike Pace
		Interim Library Director Harrison Baker
		Public Works Director Brian Lorimor

Others Present:

No decisions were made in Executive Session.

2. ADJOURNMENT

The Executive Session adjourned at 5:55 p.m.

APPROVE:

ATTEST:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
Executive Session – also via the Zoom Meeting Platform
December 4, 2024

***NOTE – Original signed minutes are missing. Online copy has no original signatures.**

Amended minutes approved and signed on January 21, 2026.

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
December 4, 2024**

1. Call to Order

- a. Mayor Rod Cross called the meeting to order at 6:04 p.m.; also via Zoom in Toledo, Oregon and lead the Pledge of Allegiance.

2. Roll Call

- a. The Mayor took roll call and determined a quorum is present.

Council Member	Present	Absent	Via Zoom
Mayor Cross	X		
Council President Bush	X		
Councilor Kauffman	X		
Councilor Silvia	X		
Councilor Burns	X		
Councilor Strom		X	
Councilor Mix	X		

- b. Staff Present: Interim City Manager Amanda Carey, City Attorney Mike Adams, and City Recorder Lisa Figueroa

3. Visitors/Public Comment

- a. John Mix addressed the Council regarding several concerns:
- the status of the old bank building being converted to a police station, noting weather damage to the vapor barrier; two neglected properties (one across from the bowling alley and another across from the Olalla Center); and a damaged tire swing structure at the park near the pool that needs repair and rope barriers for safety.
 - Mayor Cross acknowledged these concerns, noting that the city is aware of some of these issues and has been citing property owners. The police station renovation was clarified as being handled by a construction company that the city is actively pursuing to address the issues.
- b. Jim Chambers spoke about the pool project steering committee, expressing frustration that it has become nearly nonexistent with no one stepping forward to schedule meetings. Mayor Cross agreed to make calls the next day to arrange a meeting, noting they would need a short Urban Renewal Agency (URA) meeting on the 18th.

4. Consent Agenda

- a. The consent agenda included minutes from meetings held on June 5, 2024, July 17, 2024, August 7, 2024, the town hall held October 23, 2024, and executive sessions held on September 10, 2024, September 25, 2024, and November 6, 2024.
- b. **Motion** to approve the consent agenda as presented.

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

5. Discussion and Information Items

- a. Interim City Manager Amanda Carey reported that after discussions with Councilor Burns, they were looking specifically at a potential bonus for the Police Chief position. She explained that the Chief's salary is significantly below market rate, and unlike other police staff who receive overtime, the Chief does not.
- b. Ms. Carey provided salary comparisons from surrounding agencies, showing that Toledo's Police Chief is at the bottom of the pay scale. She noted that while they had initially considered bonuses for all police staff, this would require evaluating the entire union, including fire department employees.
- c. Councilor Burns advocated for a significant bonus to compensate Chief Pace for his service and low pay, as well as a salary adjustment starting next year. The discussion revealed that an attempt to increase the Chief's salary had been made earlier but was not implemented due to the City Manager being placed on leave.
- d. Council members expressed strong support for compensating Chief Pace appropriately, noting that Toledo's police department is understaffed, which has led to budget savings that could fund the bonus. The Council agreed to move this item to the decision section of the agenda.

6. Decision Items

- a. Consideration of bonus for the Police Chief
 - i. Following the previous discussion, the Council formally considered awarding a one-time bonus to Police Chief Mike Pace.
 - ii. **Motion** to a one-time bonus for Chief Pace of \$22,688, payable immediately.

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

- b. Ordinance No. 1424, an ordinance amending the 2023 Toledo Comprehensive Land Use Plan and Zoning Maps
- Contract Planner Justin Peterson presented a zone change application for the Eagles building property. The proposal was to change zoning from Residential General (RG) to Commercial for the eastern half of the Eagles building tax lot (which is currently split-zoned) and an adjacent parking lot area.
 - Peterson explained that the property had historically been used as the Eagles building for commercial purposes, even though part of it was zoned residential. The findings indicated an inconsistency in the original zoning map from the 1970s. The city's buildable lands inventory shows Toledo has a surplus of residential land, so the loss of this small amount of acreage would not significantly impact housing capacity.
 - Mayor Cross noted that historically, traffic counts when the Eagles was fully operational were much higher than what would be projected for future use, and the area had handled it well.
 - No public testimony was provided either in favor or against the proposal.
 - Motion** Based on the staff report and testimony, and evidence presented to the City Council at the public hearing on December 4, 2024 and the Planning Commission recommendation, the Toledo City Council approves the comprehensive plan amendment rezone request (RZ-1-24 and PA-1-24) as meeting the applicable criteria, including the 2023 Toledo Comprehensive Land Use Plan, Toledo Municipal Code section 17.80.050, and the statewide planning goals, and the Council adopts proposed facts and findings presented in the staff report allowing for the correction of typographical and grammatical errors.

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

- vi. **Motion** To adopt Ordinance Number 1424 by reading the title only twice: "An ordinance of the Toledo City Council amending the 2023 Toledo Comprehensive Land Use Plan and Zoning Maps as adopted by Ordinance Number 1417."

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

- c. Ordinance No. 1425 an Ordinance amending the Toledo Municipal Code, Title 17; relating to the regulation of psilocybin services and psilocybin manufacturing
- Justin Peterson presented an ordinance establishing regulations for psilocybin services and manufacturing within the city limits. He explained that this stemmed from Oregon Ballot Measure 109, with Toledo having previously opted out temporarily. As this opt-out period ends at the end of the year, the city needed to adopt time, place, and manner restrictions.
 - The proposed ordinance would allow psilocybin service centers in commercial zones and both service centers and product manufacturing in light industrial zones, both as conditional uses requiring Planning Commission approval. The ordinance would prohibit home occupation use, require 1,000 feet separation from schools, and could include a 1,000-foot separation between facilities.
 - Peterson noted that unlike marijuana dispensaries, psilocybin can only be used in certified therapeutic settings under Oregon law.
 - Jonathan Mix spoke in favor of the ordinance but suggested removing the restriction about abutting residential zones since Toledo's commercial and industrial areas are limited and likely to abut residential areas. He supported keeping the 1,000-foot distance between facilities.
 - Council members discussed the current state of psilocybin services in Oregon, noting they are extremely limited and expensive, with possibly only three facilities in Portland. The therapeutic approach initially promised has been limited by high certification costs and lack of required psychiatric involvement.
 - Motion** To approve the proposed amendment to the Toledo Municipal Code based on the testimony received, the findings within the staff report, Planning Commission recommendation, and the evidence and arguments before the City Council at the public hearing on December 4, 2024. The City Council determines that the request by the City of Toledo (ZOA-1-24) to amend sections 17.04.020, 17.16.030, 17.20.030, 17.46.080, 17.64.050, and create subsection 5 of 17.64.050(b) of the Toledo Municipal Code complies with criteria identified in TMC 19.2.07(a-d) as

stated in the findings contained in the staff report. The City Council hereby adopts the staff report as findings and the other evidence in the record as findings supporting its decision and approves application ZOA-1-24.

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

- vii. **Motion** To adopt Ordinance Number 1425 by reading the title only twice: "An ordinance of the Toledo City Council amending the Toledo Municipal Code Title 17, sections 17.04.020, 17.16.030, 17.20.030, 17.46.080, 17.64.050, and creating subsection 5 of 17.64.050(b) relating to the regulation of psilocybin services and psilocybin manufacturing."

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

- d. Certification of the November 5, 2024 General Election results.
- City Recorder Lisa Figueroa presented the certified results from the November 5, 2024 general election. The election resulted in Rod Pace being elected Mayor for a 2-year term, and Tracy Mix, Jackie Kauffman, and Andrew Keating being elected as Councilors for 4-year terms. The ballot measure to amend the city charter was approved by voters with a margin of 25 votes (783 to 758).
 - Motion** To accept the certified results from the November 5, 2024 general election.

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

- e. Resolution No. 1564, a resolution recognizing grant revenue and making appropriations in fiscal year 2024-2025 for the Library Department.
- i. **Motion** To adopt Resolution Number 1564, a resolution of the Toledo City Council to recognize grant revenue and make appropriations for spending in the fiscal year 2024-2025.

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

- f. Resolution No. 1565, a recognizing grant revenue and making appropriations for spending in fiscal year 2024-2025 for the Fire Department
- i. **Motion** To adopt Resolution Number 1565, a resolution of the Toledo City Council to recognize grant revenue and make appropriations for spending in fiscal year 2024-2025.

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

7. Reports and Comments

- a. Chief Pace thanked the Council for approving the bonus. He announced that Gary Sumter's memorial sign and service would be held the following Tuesday at noon. The family would be presented with a shadow box containing a folded flag and a personalized badge. Chief Pace noted the department would be down to three

officers soon, as one is in the background check process with Newport, and asked the Council to keep the department in mind as they would be stretched thin.

- b. City Attorney Mike Adams reported on his communication with FEMA regarding the city's decision not to adopt any of the three Pickens options for floodplain management. He stated the city would continue to request biologist sign-off on floodplain permits to ensure compliance with existing environmental requirements while resisting FEMA's new requirements.
- c. Interim City Manager Amanda Carey provided updates on:
 - i. The city audit, which she hopes will be ready by December 18 but may require an extension until January
 - ii. Fire inspections of a Main Street business that resulted in 14 violations, including illegal residential use in a commercially zoned building
 - iii. Ongoing rumors and misinformation circulating in the community
 - iv. Plans to work with business owners to address safety concerns, particularly in light of the Ghost Ship fire in Oakland in 2016 where officials faced legal consequences for failing to address known safety issues

8. Council Comments

- a. Concerns about misinformation in the community affecting council members and their families
- b. Appreciation for the recent training session and pride in Toledo's council working well together
- c. Discussion of abandoned "zombie houses" and the challenges with bank-owned properties
- d. The success of the umbrella parade and Christmas celebration, highlighting the community spirit of Toledo despite challenges

9. Mayor's Comments

- a. Mayor Cross' report that the state is seriously considering giving Oregon Department of Forestry property to the city for housing needs.

10. Adjournment

- a. The mayor adjourned the meeting at 8:27 p.m.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

**TOLEDO CITY COUNCIL
SPECIAL MEETING
November 15, 2024**

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 2:00 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
X		Councilor Stu Strom

Staff present: City Manager Pro-Tem (CM) Amanda Carey, City Recorder (CR) Lisa Figueroa, City Attorney (CA) Mike Adams, Police Chief (PC) Michael Pace

2. CIS TRAINING

CIS Deputy General Counsel Tamara Russell addressed the Council and provided a presentation regarding the roles and responsibilities of a City Council. There were discussions in regards to the presentation. Ms. Russell and staff responded to questions of the Council.

3. ADJOURNMENT

The meeting adjourned at 3:54 p.m.

Approve:

Attest:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
City Council Special Meeting – also via the Zoom Meeting Platform
November 15, 2024

***NOTE – Original signed minutes are missing. Online copy has no original signatures.**

Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

TOLEDO CITY COUNCIL
Executive Session
November 13, 2024

1. EXECUTIVE SESSION

Mayor Rod Cross called the Executive Session to order at 5:00 p.m. electronically via Zoom in Toledo, Oregon. He read the declaration of meeting in Executive Session under the provisions of ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

Representatives of the news media and designated staff were allowed to attend the Executive Session. All other members of the audience were prohibited. Representatives of the news media were specifically directed not to report on any of the deliberations except to state the general subject of the session as previously announced.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
	X	Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
X		Councilor Stu Strom
		City Manager Doug Wiggins
X		City Manager Pro-Tem Amanda Carey
X		City Recorder Lisa Figueroa
X		City Attorney Mike Adams
X		Interim Fire Chief Ryan Harris
X		Police Chief Mike Pace
		Interim Library Director Harrison Baker
		Public Works Director Brian Lorimor

Others Present:

Sargent Aaron Pitcher, Dispatch Supervisor Katie Pimentel, Dispatcher Wendy Pickell, On-call Dispatcher Natasha Crea

No decisions were made in Executive Session.

2. ADJOURNMENT

The Executive Session adjourned at 5:46 p.m.

APPROVE:

ATTEST:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
Executive Session – also via the Zoom Meeting Platform
November 13, 2024

***NOTE – Original signed minutes are missing. Online copy has no original signatures.**

Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

TOLEDO CITY COUNCIL
EXECUTIVE SESSION
November 6, 2024

1. EXECUTIVE SESSION

Mayor Rod Cross called the Executive Session to order at 5:30 p.m. He read the declaration of meeting in Executive Session under the provisions of ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

Representatives of the news media and designated staff were allowed to attend the Executive Session. All other members of the audience were prohibited. Representatives of the news media were specifically directed not to report on any of the deliberations except to state the general subject of the session as previously announced.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
	X	Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
X		Councilor Stu Strom
		City Manager Doug Wiggins
X		City Manager Pro Tem Amanda Carey
X		City Recorder Lisa Figueroa
X		City Attorney Mike Adams
		Fire Chief Larry Robeson
X		Police Chief Mike Pace
		Interim Library Director Harrison Baker
		Public Works Director Brian Lorimor

Others Present: Sargent Aaron Pitcher, Dispatch Supervisor Katie Pimentel, Dispatcher Wendy Pickell, Dispatcher Natasha Crea

The Council recessed at 6:10 p.m.

The Council reconvened at 7:55 p.m.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
X		Councilor Stu Strom
		City Manager Doug Wiggins
X		City Manager Pro Tem Amanda Carey
X		City Recorder Lisa Figueroa
X		City Attorney Mike Adams
		Fire Chief Larry Robeson
X		Police Chief Mike Pace
		Interim Library Director Harrison Baker
		Public Works Director Brian Lorimor

Others Present: N/A

No decisions were made in Executive Session.

2. ADJOURNMENT

The Executive Session adjourned at 8:49 p.m.

Motion – It was moved and seconded (Cross/Mix) (while no decision has been made by the City Manager Pro-Tem, to authorize the City Manager Pro-Tem to remove a specific employee if that is the decision after due process and mitigation of circumstances have been presented and the motion carried unanimously.

The Council adjourned at 8:51 p.m.

APPROVE:

ATTEST:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
Executive Session – also via the Zoom Meeting Platform
November 6, 2024

***NOTE – Original signed minutes are missing. Online copy has no original signatures.**

Amended minutes approved and signed on January 21, 2026.

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
November 6, 2024

1. Call to Order

- a. Mayor Rod Cross called the meeting to order at 6:05 p.m.; also via Zoom in Toledo, Oregon and lead the Pledge of Allegiance.

2. Roll Call

- a. Mayor Cross took roll call and determined a quorum is present.

Council Member	Present	Absent	Via Zoom
Mayor Cross	X		
Council President Bush	X		
Councilor Kauffman	X		
Councilor Silvia	X		
Councilor Burns	X		
Councilor Strom	X		
Councilor Mix	X		

- b. Staff Present: Interim City Manager Amanda Carey, City Attorney Mike Adams, and City Recorder Lisa Figueroa

3. Visitors/Public Comment

- a. John Robinson addressed the council regarding a parking permit for his triplex project across from the police station at 6th and A Street. He explained that a six-month permit the council had approved in April had expired in October, and he was requesting an extension for another six months to complete construction. He also mentioned that Council President Bush had previously suggested implementing a parking permit system for the residents who would occupy the three apartments.
- i. The Mayor advised that this item would be added as a decision item for the current meeting.
- b. Charles Fisher addressed concerns about traffic speed on Northwest Lincoln Way. He reported that there have been four accidents since he has lived there, with two vehicles ending up in his yard, with the most recent accident occurring the previous Friday. Mr. Fisher explained that there are no speed limit signs from Business 20 to Arcadia, and he requested 20 mph speed limit signs be installed. The Mayor indicated they would work with Public Works to address the issue.

4. Consent Agenda

- a. The consent agenda included minutes from the meeting held April 17, 2024; the work session held August 28, 2024; the meeting held September 4, 2024; and the executive session held July 17, 2024.
- b. Councilor Kauffman noted that the executive session minutes needed to be amended to correct a title reference where it stated "he" instead of the proper title for Council President Bush.
- c. **Motion** to approve the consent agenda as amended.

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

5. Discussion and Information Items

- a. Interim City Manager Carey explained that Lisa Watson from the Railroad Museum had contacted the planning department requesting permission to hang a banner on the Memorial Field fence. Upon investigation, staff found no existing rules or policies addressing banner placement on city property, though banners are regularly hung without permission.
- b. Council discussed the need to develop a comprehensive policy for banners and signs on all city property, not just Memorial Field. They noted issues to address would include:
 - i. Duration of display
 - ii. Prioritization for different organizations (such as youth baseball/softball having priority during their seasons)
 - iii. Size limitations
 - iv. Safety concerns regarding distracted drivers
 - v. Coordination with existing sign ordinances
- c. The council reached consensus to allow Ms. Watson to hang her railroad safety banner since there is currently no policy prohibiting it, while directing staff to develop a formal policy for future consideration.

6. Decision Items

- a. Direction on pre-Implementation compliance measures for FEMA in Floodplain Areas
 - i. City Attorney Adams presented information on new FEMA requirements that would affect the city's floodplain regulations. He explained that FEMA, in response to litigation related to the Endangered Species Act, is requiring cities to adopt new regulations before residents can be eligible for flood insurance.
 - ii. The city has three options:

1. Adopt a model ordinance that would severely restrict development in floodplain areas
 2. Implement a case-by-case permit process requiring applicants to use biologists to meet habitat assessment standards
 3. Do nothing, which would default to the case-by-case approach
- iii. Mr. Adams expressed concern that these new requirements overreach and may not be legally sound. He noted that the current floodplain ordinance deals with life and safety, while the new amendments focus on fish habitat protection.
 - iv. Andrea from Georgia Pacific joined the discussion to express concerns about how these regulations would affect GP's facility, which is within the floodplain but grandfathered as an industrial facility.
 - v. Several councilors expressed strong opposition to the requirements, noting that they appear politically motivated rather than scientifically necessary. Mayor Cross mentioned that a lawsuit is being prepared against FEMA regarding these requirements.
 - vi. The council reached consensus to take no action before the December 1st deadline, which would default the city to the case-by-case approach while monitoring ongoing developments with potential litigation.
- b. Approve annual salary increase for Finance Director/Assistant City Manager
 - i. City Recorder Lisa Figueroa explained that Amanda Carey's one-year anniversary as Finance Director/Assistant City Manager occurred on October 9th. With the City Manager on leave, Ms. Figueroa brought the matter to council for consideration of a step increase from Step 3 to Step 4.
 - ii. Councilor Strong noted that even with this increase, Ms. Carey's salary would still be less than other department heads. There was also discussion about the need to consider compensation for all staff who have taken on additional responsibilities during the City Manager's absence.
 - iii. **Motion** to approve a step increase to Step 4 at \$9,002 per month for Finance Director/Assistant City Manager Amanda Carey, retroactively effective as of October 9, 2024.

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

- c. Extension of Parking Permit for John Robinson
 - i. This item was added to the agenda based on the public comment received earlier in the meeting.
 - ii. **Motion** to extend the parking permit for John Robinson on A Street for an additional six months. With the understanding that the permit was specifically for the construction period.

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

7. Reports and Comments

- a. Police Chief Pace reported that the Officer Sumter memorial sign would be delivered soon. He mentioned that OSP had agreed to serve as honor guard for the dedication ceremony, which was fitting since Officer Sumter died protecting and saving the life of a trooper. The chief indicated they were working to schedule the ceremony with at least two weeks' notice to accommodate the family's schedule.
- b. Finance Director/Interim City Manager Carey reported:
 - i. The city received an \$8,700 SAIF premium dividend refund.
 - ii. The city was awarded a \$70,000 grant from Business Oregon for Safe Drinking Water Revolving Loan Fund, Mill Creek Forest Stewardship Plan, and Siletz River Critical Area Protection
 - iii. Coastal city managers are working on establishing a trolley service between coastal cities (Yachats, Waldport, Newport), and Toledo may have the option to participate in the future
 - iv. A new online form has been created for public works requests to help streamline the process for citizens to report issues and for staff to track and prioritize work

8. Council Comments

- a. Councilor Burns expressed concern about vehicles passing school buses while children are getting on and off, especially noting a recent incident involving an 18-wheeler. The council discussed possible solutions, including having the Chief look into whether buses could legally position themselves in the center of the road to prevent vehicles from passing.

9. Mayor's Comments

- a. Mayor Cross closed with a message encouraging citizens to be kind to each other after the election, noting that regardless of who people voted for, some are happy and some are disappointed, and everyone should strive to be good neighbors.

10. Adjournment

- a. The mayor adjourned the meeting at 8:12 p.m.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

TOLEDO CITY COUNCIL

Town Hall

October 23, 2024

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:00 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
	X	Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
X		Councilor Stu Strom

Staff present: City Manager Pro-Tem (CM) Amanda Carey, City Recorder (CR) Lisa Figueroa, City Attorney (CA) Mike Adams

Council members provided updates to the public on topics including:

- City Council Goals
- Presentation of the City Budget
- 2024 City Charter update

Following the presentations, the Council answered questions from the public.

2. ADJOURNMENT

The meeting adjourned at 7:10 p.m.

Approve:

Attest:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
Town Hall Meeting – also via the Zoom Meeting Platform
October 23, 2024

***NOTE – Original signed minutes are missing. Online copy has no original signatures.**

Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

**TOLEDO CITY COUNCIL
REGULAR MEETING
October 2, 2024**

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:00 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
	X	Councilor Stu Strom

Staff present: City Manager Pro-Tem (CM) Amanda Carey, City Recorder (CR) Lisa Figueroa, City Attorney (CA) Mike Adams, Police Chief (PC) Michael Pace, Library Director (LD) Harrison Baker

2. VISITORS/PUBLIC COMMENT

There were no comments.

3. CONSENT AGENDA

Minutes from the regular meeting held March 20, 2024

Motion – It was moved and seconded (Mix/Bush) to approve the consent agenda as presented and the motion carried unanimously.

4. DISCUSSION ITEMS

There were no items for consideration.

5. DECISION ITEMS

Consideration to fill the position of Assistant Library Director

LD Baker presented the council report to the Council.

Motion – It was moved and seconded (Silvia/Mix) authorize Interim City Manager Carey approval to hire the selected candidate for the Assistant Library Director position.

6. REPORTS AND COMMENTS

CM Carey noted an all employee benefits meeting was hosted for the open enrollment period and said the City has a new risk assessment agent from CIS. She indicated the agent will visit the City to conduct a risk assessment of the City.

Councilor Burns updated the Council on the status of the planning for the pet parade and reviewed the tasks assigned to the Council and staff.

7. **ADJOURNMENT**

The meeting adjourned at 6:15 p.m.

Approve:

Attest:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
City Council Meeting – also via the Zoom Meeting Platform
October 2, 2024

***NOTE – Original signed minutes are missing. Online copy has no original signatures.**

Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

TOLEDO CITY COUNCIL
Executive Session
September 25, 2024

1. EXECUTIVE SESSION

Mayor Rod Cross called the Executive Session to order at 5:18 p.m. electronically via Zoom in Toledo, Oregon. He read the declaration of meeting in Executive Session under the provisions of ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

Representatives of the news media and designated staff were allowed to attend the Executive Session. All other members of the audience were prohibited. Representatives of the news media were specifically directed not to report on any of the deliberations except to state the general subject of the session as previously announced.

Present	Absent	
X		Mayor Rod Cross
	X	Council President Kim Bush
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
X		Councilor Stu Strom
		City Manager Doug Wiggins
X		City Manager Pro-Tem Amanda Carey
		City Recorder Lisa Figueroa
X		City Attorney Mike Adams
		Fire Chief Larry Robeson
		Police Chief Mike Pace
		Library Director Harrison Baker
		Public Works Director Brian Lorimor

Others Present:

No decisions were made in Executive Session.

2. ADJOURNMENT

The Executive Session adjourned at 6:04 p.m.

APPROVE:

ATTEST:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
Executive Session – also via the Zoom Meeting Platform
September 25, 2024

***NOTE – Original signed minutes are missing. Online copy has no original signatures.**

Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

**TOLEDO CITY COUNCIL
MEETING
September 17, 2024**

CALL TO ORDER

Mayor Rod Cross called the meeting to order at 8:34 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
X		Councilor Stu Strom

Staff present: City Recorder (CR) Lisa Figueroa, Finance Director/Assistant City Manager (ACM) Amanda Carey, City Attorney (CA) Mike Adams

DECSION ITEMS

Consideration of a 99-year lease with Northwest Coastal Housing

CA Adams presented the council report and reviewed several provisions within the agreement in regards to the grant provided by Business Oregon. He highlighted the responsibilities of the City stipulated in the grant. He answered clarification questions from the Council. Following discussion, the Council requested a change to the lease in regards to any liens that have been incurred.

Motion – It was moved and seconded (Silvia/Kauffman) to approve the 99-year lease with Northwest Coastal Housing and delegate Mayor Cross the authority to execute the lease on behalf of the City and delegate the City Attorney to make the changes to the 99-year lease and the motion carried unanimously.

ADJOURNMENT

The meeting adjourned at 8:50 p.m.

Approve:

Attest:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
City Council Special Meeting – also via the Zoom Meeting Platform
September 17, 2024

***NOTE – Original signed minutes are missing. Online copy has no original signatures.**

Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

TOLEDO CITY COUNCIL
Executive Session
September 10, 2024

EXECUTIVE SESSION

Mayor Rod Cross called the Executive Session to order at 8:15 p.m. electronically via Zoom in Toledo, Oregon. He read the declaration of meeting in Executive Session under the provisions of ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

Representatives of the news media and designated staff were allowed to attend the Executive Session. All other members of the audience were prohibited. Representatives of the news media were specifically directed not to report on any of the deliberations except to state the general subject of the session as previously announced.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
	X	Councilor Stu Strom
		City Manager Doug Wiggins
		Finance Director/Assistant City Manager Amanda Carey
X		City Recorder Lisa Figueroa
X		City Attorney Mike Adams
		Fire Chief Larry Robeson
X		Police Chief Mike Pace
		Library Director Harrison Baker
		Public Works Director Brian Lorimor

Others Present:

Finance Director/Assistant City Manager Amanda Carey arrived at 8:50 p.m.

Finance Director/Assistant City Manager Amanda Carey left at 8:55 p.m.

No decisions were made in Executive Session.

ADJOURNMENT OF EXECUTIVE SESSION

Motion – It was moved and seconded (Cross/Silvia) to appoint Assistant City Manager Amanda Carey as City Manager Pro-Tem effective immediately, direct staff to solicit and select a firm and execute the agreement and the motion carried unanimously.

The Council adjourned at 9:00 p.m.

APPROVE:

ATTEST:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
Executive Session – also via the Zoom Meeting Platform
September 10, 2024

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Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

**TOLEDO CITY COUNCIL
REGULAR MEETING
September 4, 2024**

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:00 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
X		Councilor Stu Strom

Staff present: City Manager (CM) Doug Wiggins, City Recorder (CR) Lisa Figueroa, Finance Director/Assistant City Manager (ACM) Amanda Carey, City Attorney (CA) Mike Adams, Police Chief (PC) Michael Pace, Fire Chief (FC) Larry Robeson, Interim Library Director (LD) Harrison Baker

2. PROCLAMATIONS/PRESENTATIONS

Presentation – Central Coast Humane Society

Lisa Spence and Barbara Perry, volunteers of the Central Coast Humane Society provided a presentation to the City Council about their volunteer run organization.

Proclamation

Mayor Cross read a proclamation and encouraged all citizens to spay and neuter their pets.

3. VISITORS/PUBLIC COMMENT

There were no comments.

4. CONSENT AGENDA

Minutes from the meeting held on February 21, 2024

Motion – It was moved and seconded (Silvia/Strom) to approve the consent agenda as presented at the motion carried unanimously.

5. DISCUSSION ITEMS

Discussion of Resolution No. 1373 – Eric Erickson, Library Board Chair

Mr. Erickson addressed the City Council. He asked the Council to consider reviewing the responsibilities of the Library Board because several the duties are ambiguous. Mayor Cross indicated he could meet with Mr. Erickson and the City Attorney to review the Library Board's role.

6. DECISION ITEMS

Approve Change Order #2 with Civil West Engineering for SE Fir Street fire hydrant replacement and water line improvements

Motion – It was moved and seconded (Kauffman/Mix) to approve Change Order #2 with Civil West Engineering for fire hydrant replacement and water line improvements to a portion of SE Fir Street, between SE 9th Street and SE 10th Street.

CM Wiggins noted the motion should state the payment goes to Pacific Excavation; Civil West Engineering prepared the information. Following discussion, Councilor Kauffman amended the motion to approve the Change Order #2 with Pacific Excavation. Council Mix seconded the amended motion and it carried unanimously.

Approve an expenditure of up to \$81,000 for Butler Bridge Road street improvements

Motion – It was moved and seconded (Mix/Bush) to approve an expenditure of up to \$81,000, to hire Road & Driveway Co. for street improvements along Butler Bridge Road and authorize the City Manager to sign and execute the contract and the motion carried unanimously.

7. REPORTS AND COMMENTS

Staff updated the Council on department activities and upcoming events.

8. ADJOURNMENT

The meeting adjourned at 7:20 p.m.

Approve:

Attest:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
City Council Meeting – also via the Zoom Meeting Platform
September 10, 2024

***NOTE – Original signed minutes are missing. Online copy has no original signatures.**

Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

**TOLEDO CITY COUNCIL
WORK SESSION
August 28, 2024**

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:00 p.m.

Present	Absent	
X		Mayor Rod Cross
	X	Council President Kim Bush
X		Councilor Jackie Kauffman
	X	Councilor Tracy Mix
X		Councilor Stu Strom
X		Councilor Jackie Burns
X		Councilor Frank Silvia

Staff present: City Manager (CM) Doug Wiggins, City Recorder (CR) Lisa Figueroa, City Attorney (CA) Mike Adams, Police Chief (PC) Michael Pace, Fire Chief (FC) Larry Robeson

2. PRESENTATIONS

Presentation – Oregon Department of Forestry

Community Assistance Forester Brittany Oxford addressed the City Council and provided a summary of observations from her assessment of the sidewalk damage and trees along Main Street. She said the trees have not outgrown the area and the issues along the sidewalks are not issues related specific to species specifically. She indicated the issues she sees with the trees are due to improper planting, and pavers preventing watering/oxygen to the roots, which forces them to climb up to the surface. She suggested one cost savings solution is to add impervious pavers to assist with the water issues or cut and expand the opening of the trees to allow more oxygen to the roots.

Presentation – Municipal Court report

Municipal Judge Arnold Poole provided a report to the Council. He indicated there have not been many offenses by year and reported there were 201 offenses in 2023, with 115 offenses as of August 15 of 2024. He said there have not been many code enforcement issues, because Code Enforcement Officer Ron Bush has been diligent in working with individuals to get in compliance.

3. VISITORS/PUBLIC COMMENT

There were no comments.

4. CONSENT AGENDA

There were no items for consideration.

5. DISCUSSION ITEMS

Consideration of draft letter in response to Oregon NFIP Biological Opinion from Mayor Cross

The Council reviewed the letter drafted by Mayor Cross. Following discussion, there was a consensus of the Council to allow Mayor Cross to draft the letter.

Discussion in regards to parking alternatives on Main Street

Mayor Cross presented the topic and there was discussion about parking options for Main Street. Following discussion, there was a consensus of the Council supporting the idea of one striped loading/unloading zone at the corner of Main Street and NE 1st Street in front of Green Dragon, removing the loading zone located in front of the hotel and repainting all the of the parking spots including the handicap accessible spots. CA Adams indicated those items would not need an ordinance. It was noted the discussion could go before the Urban Renewal Agency for further consideration.

6. DECISION ITEMS

There were no items for consideration.

7. REPORTS AND COMMENTS

Staff provided department updates to the City Council.

8. ADJOURNMENT

The meeting adjourned at 7:50 p.m.

ATTEST:

APPROVE:

/s/City Recorder Lisa Figueroa

/s/Mayor Rod Cross

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



TOLEDO CITY COUNCIL
City Council Work Session – also via the Zoom Meeting Platform
September 10, 2024

***NOTE – Original signed minutes are missing. Online copy has no original signatures.**

Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

**TOLEDO CITY COUNCIL
REGULAR MEETING
August 21, 2024**

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:00 p.m.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Stu Strom
X		Councilor Jackie Burns
		Councilor Frank Silvia

Staff present: City Manager (CM) Doug Wiggins, City Recorder (CR) Lisa Figueroa, City Attorney (CA) Mike Adams, Police Chief (PC) Michael Pace, Public Works Director (PWD) Bill Zuspan, Fire Chief (FC) Larry Robeson, Library Director (LD) Harrison Baker

2. PRESENTATIONS

3. VISITORS/PUBLIC COMMENT

There were no comments.

4. CONSENT AGENDA

Consider approval of Minutes from the Minutes from the work session held June 26, 2024

Motion – It was moved and seconded (Silvia/Kauffman) to approve the Consent Agenda as amended and the motion carried unanimously.

5. DISCUSSION

Oregon NFIP Biological Opinion

Following discussion, there was a consensus of the Council to permit Mayor Cross on behalf of the Council to

6. DECISION ITEMS

Contribution Committee grant recommendations

Motion – It was moved and seconded (Mix/Bush) to approve the contributions funding and the \$2,000 to the Yaquina Pacific Railroad Historical Society presented by the Contributions Committee and the motion carried unanimously.

Management Compensation Plan update

Motion – It was moved and seconded (Silvia/Mix) to adopt the revised Management Compensation Plan and making its effective August 1, 2024 and the motion carried unanimously.

State Legislature Direct Funding for Olalla Agenda Type: Meadows Housing Project

Motion – It was moved and seconded (Mix/Silvia) to accept the contract for \$640,000 of State of Oregon legislative direct spending and authorizing the Mayor and City Manager to sign the contract with Oregon Business Development Department if the city meets the criteria and the motion carried unanimously.

Approving an Untreated Water Services Agreement with Georgia-Pacific Toledo, LLC

Motion – It was moved and seconded (Mix/Bush) to approve an Untreated Water Services Agreement with Georgia-Pacific Toledo, LLC and the motion carried unanimously.

Resolution No. 1561, A resolution recognizing grant revenue and appropriating funds for the 2024-2025 fiscal year

Motion It was moved and seconded (Kauffman/Strom) to adopt Resolution No. 1561, a resolution of the Toledo City Council to recognize grant revenue and make appropriations for spending in fiscal year 2024- 2025.

Resolution No. 1562, A resolution recognizing unexpended grant revenue and appropriating funds for the 2024-2025 fiscal year

Motion It was moved and seconded (Mix/Bush) to adopt Resolution No. 1562, a resolution of the Toledo City Council to recognize unexpended grant revenue and make appropriations for spending in fiscal year 2024-2025 and the motion carried unanimously.

Resolution No. 1563, A resolution recognizing grant revenue and appropriating funds for the 2024-2025 fiscal year

Motion It was moved and seconded (/) to adopt Resolution No. 1563, a resolution of the Toledo City Council to recognize grant revenue and make appropriations for spending in fiscal year 2024-2025.

7. **REPORTS AND COMMENTS**

8. **ADJOURNMENT**

The meeting adjourned at 7:48 p.m.

ATTEST:

/s/Mayor Rod Cross

APPROVE:

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
City Council Meeting – also via the Zoom Meeting Platform
August 21, 2024

***NOTE – Original signed minutes are missing. Online copy has no original signatures.**

Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

TOLEDO CITY COUNCIL
Regular Meeting
August 7, 2024

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:00 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
	X	Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
X		Councilor Stu Strom

Staff present: City Manager (CM) Doug Wiggins, City Recorder (CR) Lisa Figueroa, Finance Director/Assistant City Manager (FD) Amanda Carey, City Attorney (CA) Mike Adams, Police Chief (PC) Michael Pace,

2. PROCLAMATIONS/PRESENTATIONS

Presentation – PC Pace provided a presentation on former Toledo Police Officer Gary Sumpter and noted a sign would be placed on Highway 229 to Siletz in honor of Officer Sumpter.

3. VISITORS/PUBLIC COMMENT

There were no comments.

4. CONSENT AGENDA

There were no items for consideration.

5. DISCUSSION ITEMS

There were no items for consideration.

6. DECISION ITEMS

Mayor Cross indicated he would add a decision item to the agenda for consideration, regarding a reimbursement for sponsorship and would explain the topic at that time.

Consider expenditure for Highway Memorial Sign for Patrol Officer Gary Sumpter

Motion – It was moved and seconded (Cross/Silvia) to approve the expenditure of \$1,200 from the City Council Strategic Reserve Fund, Special Purchases line item for two Fallen Officer Memorial Highway signs to honor Toledo Police Department Officer Gary Sumpter and the motion carried unanimously.

Consider funding request from the Toledo High School Wrestling team for mat room

Tyler Watkins, Toledo High School teacher addressed the Council.

Motion – It was moved and seconded (Silvia/Kauffman) to approve the funding request of \$5,000 (seed money) from the City Council Strategic Reserve Fund to the USA Mat Club and the motion carried unanimously.

Resolution No. 1560, a resolution approving a referral to the electors of the City of Toledo at the November 5, 2024 General Election, the question of whether to adopt a new city charter

CR Figueroa presented the council report. She noted Mayor Cross approached staff after speaking to a citizen about what ‘business meeting’ actually means. She indicated staff drafted language that would be included in Section 3.11; item 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.

Motion – It was moved and seconded (Kauffman/Silvia) to amend Section 3.11 of the proposed city charter to include the statement as presented and the motion carried unanimously.

Motion – It was moved and seconded (Bush/Silvia) to approve Resolution No. 1560, a Resolution of the Toledo City Council approving a referral to the electors of the City of Toledo at the November 5, 2024 General Election, the question of whether to adopt a new city charter.

CA Adams requested each Council member to declare a potential conflict of interest and most members of the Council declared a potential conflict of interest. Councilor Strom indicated he will not run again and did not make a declaration. Following discussion, the motion carried unanimously.

Reimbursement for sponsorship

Mayor Cross indicated he learned of an opportunity for the City of Toledo to sponsor the Siletz Powwow for \$150. He said when he learned of it, the deadline would occur before the Council meeting. He said he decided to sponsor it, used his own credit card and asked if the Council would consider a reimbursement.

Motion – It was moved and seconded (Silvia/Kauffman) to reimburse Mayor Cross \$150 from the City Council Strategic Reserve Fund for the sponsorship and the motion carried unanimously.

7. REPORTS AND COMMENTS

Department Directors provided updates to the Council. CM Wiggins reported on the status of the Phase 1 construction at the new Public Safety Building and indicated there have been some delays due to materials on back order.

CP Bush commented on the bleachers at Memorial Field and asked if staff could install lattice on the sides of the bleachers to prevent kids from falling down.

Mayor Cross provided closing comments and implied he has focused on affordable housing and employee retention. He updated the Council on the status of the proposed recreation center at the Pool District site.

8. ADJOURNMENT

The meeting adjourned at 7:20 p.m.

Approve:

Attest:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
City Council Meeting – also via the Zoom Meeting Platform
August 7, 2024

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Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

**TOLEDO CITY COUNCIL
REGULAR MEETING
July 17, 2024**

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:00 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
X		Councilor Stu Strom

Staff present: City Manager (CM) Doug Wiggins, Finance Director/Assistant City Manager (FD) Amanda Carey, City Recorder (CR) Lisa Figueroa, City Attorney (CA) Mike Adams, Police Chief (PC) Michael Pace, Fire Chief (FC) Larry Robeson, Public Works Director Brian Lorimor

2. VISITORS/PUBLIC COMMENT

There were no comments.

3. CONSENT AGENDA

Minutes from the meeting held on April 3, 2024 and the executive session held June 5, 2024

Motion – It was moved and seconded (Strom/Silvia) to approve the consent agenda as presented and the motion carried unanimously.

4. DISCUSSION ITEMS

Proposed amendments to the City Charter to submit to voters in the 2024 General Election

CR Figueroa presented the council report and highlighted the proposed changes that were listed in the packet. The Council reviewed the proposed charter and staff answered clarification questions in regards to the proposed changes. After further discussion, there were no changes made by the Council and the draft will be brought back before the Council as another discussion item before the resolution is considered to place it on the ballot.

5. DECISION ITEMS

Approve a grant contract with Department of Land Conservation and Development for Title 16 Partition and Subdivision updates

CM Wiggins presented the council report and indicated the City applied and received a grant for \$21,500 to work on the Partition and Subdivision Code update. He said the funding will assist with Contract Planner Peterson's salary to complete the update.

Motion – It was moved and seconded (Strom/Silvia) to approve the acceptance of the grant from DLCD (Department of Land Conservation and Development) and allowing the City Manager to sign the contract and the motion carried unanimously.

Consideration of a permit to consume alcohol in public places; Oregon Beverage Services

CR Figueroa provided the council report. The Council expressed concerns with the open layout and preferred a beer garden. CM Wiggins noted they hired more alcohol monitors and security in consideration to the open layout.

Motion – It was moved and seconded (Cross/Silvia) to approve the permit application if the beer garden is restored, it is not an open area consumption and authorize the City Manager to review the modified map and the motion carried unanimously.

Resolution No. 1559, a resolution adopting a salary schedule for non-represented positions for fiscal year 2024 – 2025

FD Carey presented the council report. She noted the Council recently approved collective bargaining agreements for the Toledo Employees Association and the Toledo Public Safety Association and she recommended a 4% increase to the non-represented employees based on the increase in both agreements.

Motion – It was moved and seconded (Mix/Bush) to adopt Resolution No. 1559, a resolution of the Toledo City Council adopting a salary schedule for non-represented positions for fiscal year 2024 – 2025 and the motion carried unanimously.

Approve contract with FEMA and Oregon Emergency Management to receive emergency funding from the Ice Storm

CM Wiggins summarized the council report and noted the City will receive a reimbursement for funds it spent during the ice storm earlier this year.

Motion – It was moved and seconded (Bush/Mix) to approve the contract with OEM (Office of Emergency Management) and allow the City Manager to execute the contract and paperwork as needed for the Ice Storm event and the motion carried unanimously.

6. REPORTS AND COMMENTS

Directors reported updates to the Council for each department. PC Pace updated the Council in regards to a memorial sign for former Patrol Officer Gary Sumpter who was killed in the line of duty. He said there would be a dedication later this year.

Council members provided updates in regards to meetings they attended and commented on the upcoming community events.

7. **ADJOURNMENT**

The meeting adjourned at 8:45 p.m.

Approve:

Attest:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
City Council Meeting – also via the Zoom Meeting Platform
July 17, 2024

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Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

TOLEDO CITY COUNCIL
EXECUTIVE SESSION
July 17, 2024

1. EXECUTIVE SESSION

Council President Kim Bush called the Executive Session to order at 5:30 p.m. electronically via Zoom in Toledo, Oregon. She read the declaration of meeting in Executive Session under the provisions of ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Representatives of the news media and designated staff were allowed to attend the Executive Session. All other members of the audience were prohibited. Representatives of the news media were specifically directed not to report on any of the deliberations except to state the general subject of the session as previously announced.

Present	Absent	
	X	Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
	X	Councilor Tracy Mix
X		Councilor Frank Silvia
	X	Councilor Jackie Burns
X		Councilor Stu Strom
X		City Manager Doug Wiggins
X		Finance Director/Assistant City Manager Amanda Carey
X		City Recorder Lisa Figueroa
X		City Attorney Mike Adams
		Fire Chief Larry Robeson
		Police Chief Mike Pace
		Interim Library Director Harrison Baker
		Public Works Director Brian Lorimor

Councilors Mix and Burns arrived at 5:35 p.m.

No decisions were made in Executive Session.

2. ADJOURNMENT

The Executive Session adjourned at 5:55 p.m.

APPROVE:

ATTEST:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
Executive Session – also via the Zoom Meeting Platform
July 17, 2024

***NOTE – Original signed minutes are missing. Online copy has no original signatures.**

Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson

TOLEDO CITY COUNCIL
WORK SESSION
June 26, 2024

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:00 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
	X	Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Stu Strom
X		Councilor Jackie Burns
X		Councilor Frank Silvia

Staff present: City Manager (CM) Doug Wiggins, City Recorder (CR) Lisa Figueroa, Finance Director/Assistant City Manager (FD) Amanda Carey, City Attorney (CA) Mike Adams, Police Chief (PC) Michael Pace, Fire Chief (FC) Larry Robeson

2. JOINT SESSION WITH THE PORT OF TOLEDO COMMISSIONERS

Introductions were made. Port Manager Debbie Scacco and Port Commissioner Lorna Davis were in attendance representing the Port of Toledo (Port). Ms. Scacco reported the project is slowly moving along and indicated they are in the process of securing the funds, which were partly provided by the State. She said the engineers are also working on the bid documents for the project, which will be reviewed by the Environmental Protection Agency before they are posted. She said their engineer consultant suggested the Port and City enter into an Intergovernmental Agreement (IGA) to ensure the sewer line stays private if the Port were to ever sell the property. She indicated the Port Commissioners passed a resolution to that effect and will forward information to the Council in the future for consideration. Ms. Scacco listed all the upcoming activities and events at the Port waterfront park during the summer. They discussed the volunteer free boating program offered at the boathouse by the Port dock. She said they will host the Northwest Steam Society at the Wooden Boat Show this year, which will bring approximately 12 steamboats to the show.

Ms. Scacco referenced the information sheets regarding the Port of Toledo she handed out and noted the Port owns several green open spaces:

- approximately 26 acres along Bay Road, past the paddle park
- 2.5 acres past Dairy Queen
- 23 acres between the boatyard and the Port industrial area

There was discussion in regards to employment at the Port and Ms. Scacco said there have been some issues, which has prevented them from adding to their crew. She said they are working with the college to continue their internship program also. The Council thanked them for coming in.

The Council recessed at 6:00 p.m. and reconvened at 6:10 p.m.

Councilor Jackie Kauffman arrived at 6:05 p.m.

3. VISITORS/PUBLIC COMMENT

Barry Bruster provided a report to the Council in regards to an Airbnb he established along Main St. He said it is a two-bedroom unit and is booked through most of August. He said he plans to install another one along Main Street and is currently in the process of renovating the space. He addressed the Council about having an event similar to a soapbox race in Toledo. He said those events are hosted across the country. He said he is also trying to work on re-establishing a Downtown Association.

4. CONSENT AGENDA

Minutes from the regular meeting held February 7, 2024

Councilor Strom noted he was present at the meeting, but was marked as absent.

Motion – It was moved and seconded (Silvia/Bush) to approve the consent agenda as amended and the motion carried unanimously.

5. DISCUSSION ITEMS

Consideration for funding request

Mr. Bruster introduced Dakota Nicholson and they addressed the Council. He provided a presentation and said they would like to beautify some pocket areas along Main Street including Rock Park where the community murals are located. Mr. Bruster said they would like to create sensory gardens that include low maintenance plants such as aromatic red and blue thyme. He included they would like to add fruit bushes such as blueberry or raspberry for the public to pick. The Council asked if there is a rush for planting and Mr. Nicholson responded it will not be an issue. Mr. Bruster said the request is for \$6,500. After further discussion, there was a consensus of the Council to include the request as a decision item on this agenda.

Consideration for designated Main Street restaurant curbside pickup parking

Councilor Silvia indicated he was approached by the Green Dragon owner about curbside parking for their establishment.

Ashley Sutherland, Green Dragon representative addressed the Council. She said they would like a 15-minute curbside parking space in front of their establishment. She said the parking space would be helpful to their customers who are not very mobile and per the Oregon Liquor and Cannabis Commission, they are required to have a camera monitoring the pickup transactions. She said the openings of the upcoming restaurants will impose on that space in front of Green Dragon. The Council deliberated whether it is feasible to designate a parking space for an establishment and there was a suggestion to create permit parking.

John Robinson, developer said this issue is a larger issue that may need to Council to consider at a future work session to consider all ideas.

Mr. Bruster stated allowing Green Dragon to have their own spot may set a precedent to allow other businesses along Main Street to request their own space as well. There was discussion about available parking spaces on Main Street and whether designating a space would encumber customers or businesses. There was a suggestion to include timed loading/unloading spaces with a 10 to 30 minute duration. The Council requested more information from the City Attorney in regards to this discussion including information on disabled parking locations on Main Street in July.

6. DECISION ITEMS

Request for funding for Main Street landscape beautification projects

Mayor Cross said the presented project relates to a goal of the Urban Renewal Agency (URA) and suggested the Council approve the funding request at this meeting through City funds and then request a reimbursement from the URA budget. There was discussion about the logistics of refunding the money from the URA to the City Council and CA Adams advised the Council they cannot direct the URA on how to spend their money. After further discussion, there was a consensus of the Council to make the funding payable after July 1 and hold a URA meeting to consider the reimbursement.

Motion – It was moved and seconded (Mix/Silvia) to approve \$6,500 from the City Council Strategic Fund from Fiscal Year 2024-2025 to fund the summer planting project and submit a request to the Urban Renewal Agency for reimbursement.

CM Wiggins asked if the payment would be a reimbursement to Mr. Bruster or in a lump sum and the Council replied it would be a lump sum payment. Following discussion, the motion carried unanimously.

Certify the results of the May 21, 2024 Primary election

Motion – It was moved and seconded (Mix/Kauffman) to accept the certified results of the May 21, 2024 Primary Election and the motion carried unanimously.

Ordinance No. 1421, an Ordinance continuing a two-year ban on psilocybin service centers, psilocybin product manufacturers, and the manufacture of psilocybin products

CA Adams provided the council report. He said in November 2020, Oregon voters approved Ballot Measure (BM) 109, known as the Oregon Psilocybin Services Act, codified in Oregon Revised Statutes (ORS), Chapter 475A, which allowed the licensure and regulation of the manufacturing, transportation, delivery, sale and purchase of psilocybin products. He said at the 2022 general election, Toledo voters approved a moratorium through December 31, 2024. The ordinance provided for a two-year ban, which sunsets on December 31, 2024. He referred to the council report, which includes three options for the Council to consider.

1. Refer an additional two-year moratorium to the voters in the 2024 General Election, which would include an Ordinance and Resolution (also included in the packet)
2. Let the current moratorium expire
3. Refer permanent ban to the voters

The Council reviewed and deliberated the options. It was noted there are no clear rules in the Oregon Revised Statutes and there were several Councilors who indicated the City cannot implement any rules if the state has not created clear regulations. The Council asked what action

Lincoln County took and CA Adams responded he believed they took no action and left it open. Several Councilors expressed concern with extending the moratorium.

Motion – It was moved and seconded (Silvia/Mix) to select option number 2, let the moratorium expire with the option to bring it back up if a problems arise.

Mayor Cross stated option number 2, let current moratorium expire, direct staff to let the moratorium sunset, or terminate, on December 31, 2024, and to bring an ordinance back to the council approving the land use zones where psilocybin facilities will be allowed. A vote was taken and it passed six to one with Councilor Strom opposed.

Following the August 21, 2024 City Council meeting, the City Council clarified the intent of the motion was as Councilor Silvia stated (and not to bring back an ordinance... as stated by Mayor Cross).

Resolution No. 1557, a resolution referring to the voters a measure proposing a temporary prohibition on psilocybin-related businesses and adopting a ballot title and explanatory statement

Based on the previous discussion, this item was removed from the agenda.

Street closure request for Art, Oysters and Brews August 3-4, 2024

CR Figueroa provided the council report and indicated it is similar to requests in previous years. She noted the one difference is this year the event has changed from three Saturdays in the summer to one weekend event in August. She indicated the closure would start on Friday evening through Sunday morning so vendors could leave their tents up and tables and chairs could be left out as well. She said there are additional details in regards to the closure times that need to be ironed out. Mayor Cross declared a potential conflict of interest since he serves on the Art Toledo Committee.

Motion – It was moved and seconded (Mix/Bush) to approve the street closure request for Art, Oysters & Brews on August 3-4 with details to be worked out and the motion carried unanimously.

Ordinance No. 1422, an granting a non-exclusive telecommunication franchise to Astound Broadband and repealing Ordinance No. 1374

CA Adams summarized the council report and said this is a renewal of the telecommunication franchise, which expired in 2016. He provided information in regards to the tax percentage.

Mayor Cross opened the public hearing at 7:23 p.m.

CA Adams indicated there are no substantial changes to the ordinance and noted flexibility has been built-in to allow a separate “trunk” to service the new Police Department/Dispatch, separate from the existing system and Astound agreed to upgrade the Fire Station to from 100 Mbps up/down to 1 Gbps at no cost.

Mayor Cross opened the floor for comments. After hearing none, he closed the public hearing at 7:30 p.m.

The Council inquired about the declaration of emergency on the ordinance. CA Adams indicated it will allow the ordinance to be effective immediately.

Motion – It was moved and seconded (Mix/Silvia) based on testimony and evidence received in this public hearing, to adopt Ordinance No. 1422, An Ordinance of the Toledo City Council granting a non-exclusive telecommunication franchise to Astound Broadband, fixing terms, conditions and compensation of such franchise, repealing Ordinance No. 1374 and declaring an emergency by reading the title twice and the motion carried unanimously.

Resolution No. 1558, a resolution authorizing the issuance and sale of one or more series of general obligation bonds in the aggregate principal amount not to exceed \$2,650,000

CM Wiggins addressed the council and said this is the beginning of the process to sell the bond, which will occur closer to the end of the year. He said the interest rates are approximately 4% but they may increase up to 4.5% by the end of the year. He said the City currently has an A+ rating. He said the Fire Department bond ends at the end of this month and the collection on this bond will begin next year.

Motion – It was moved and seconded (Bush/Mix) to adopt Resolution No. 1558, a resolution of the Toledo City Council authorizing the issuance and sale of one or more series of general obligation bonds in the aggregate principal amount not to exceed \$2,650,000; designating an authorized representative, bond counsel and underwriter/placement agent; authorizing appointment of a paying agent and bond registrar, execution of a bond purchase agreement, publishing of a notice, and related matters and the motion carried unanimously.

The Council recessed at 7:47 p.m. and reconvened at 7:57 p.m.

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

Mayor Cross opened the public hearing at 7:58 p.m.

CA Adams provided the council report and said it the ordinance is based on ORS 197A.445 and 197A.465 to encourage affordable housing. He said after talking to Mr. Robinson, he noticed he saw the language ‘may’ as permissive and must be changed, which is related to the multi-family, multi-housing units. He said this this ordinance conforms to the statute that requires at least 20 percent of housing units within a multifamily structure to be sold or rented as affordable housing or the builder of developer has the option to pay a fee (per square-foot). A couple of Council members commented they did not agree with that condition. CA Adams provided information on the statutes and the intent to create more affordable housing. He indicated he does not believe the Planning Commission should not be the governing body to grants waivers or exceptions. The Council asked if there is a pressing need to pass the ordinance. CA Adams replied no. CM Wiggins indicated the ordinance would have to be in place if the Council were to entertain any waivers for Olalla Meadows, which is an affordable housing development. The Council debated on whether they should have a work session on this ordinance.

Mayor Cross opened the floor for comments.

Mr. Robinson addressed the Council. He indicated he likes operating in Toledo. He said the way the ordinance is written, it would negatively impact his operations. He provided an explanation to

the Council on how it could impact his business and said he has seen other developers will find ways around the rule to avoid paying any fees. He commented on how confusing the data is and referenced a website with information from Lincoln County household income information.

After hearing no further comments, Mayor Cross closed the public hearing at 8:31 p.m.

The Council questioned whether they would have time to review the ordinance before making any considerations for Olalla Meadows. CA Adams indicated it would depend on what the development plans to do. CM Wiggins said it would be dependent on the City's timeline because of the bill for the development, the City has to have certain conditions in place. Following further discussion, the Council tabled the ordinance and asked to have more discussion about affordable housing.

Safe Routes to School grant agreement amendment

CM Wiggins provided the council report and said following the completion of the project, there was still money leftover because it completed under budget. He said the City approached the Oregon Department of Transportation (ODOT) and requested an amendment to add more lights. He said ODOT approved the request and the amendment is a requirement of the modification to the original agreement.

Motion – It was moved and seconded (Bush/Mix) to approve the amended agreement for the Safe Routes to School (SRTS) Grant and authorizing Mayor Cross to sign the agreement and the motion carried unanimously.

2024-2027 Toledo Employees' Association proposed collective bargaining agreement

CM Wiggins reported to the Council and indicated they have come to an agreement after several months. He highlighted several conditions and changes in the contract and noted a redline copy of the agreement was included in the packet. He said salaries and longevity are more competitive.

Motion – It was moved and seconded (Mix/Bush) to approve the 2024-2027 Toledo Employees Association collective bargaining agreement as presented effective as of July 1, 2024 and the motion carried unanimously.

Approve a Human Resource Specialist position and salary range

FD Carey summarized the council report and noted the job description was updated to reflect the needs of the City and centralize the human resources functions. She said it was included in the FTE in the budget.

Motion – It was moved and seconded (Silvia/Bush) to approve the position and salary range for the Human Resource Specialist position effective as of July 1, 2024 and the motion carried unanimously.

Approve updated Assistant Library Director job description

LD Baker reported to the Council and indicated staff intends to fill the vacant Assistant Library Director position with the appointment of the Library Director.

Motion – It was moved (Mix/Bush) to approve the updated job description for the Assistant Library Director and the motion carried unanimously.

Approve updated Library Adult Program Specialist job description

LD Baker said this position would serve as the adult programming coordinator, similar to Children’s programming position. He said the library would like to improve their programming for adults.

Motion – It was moved and seconded (Mix/Bush) to approve the updated job description for the Library Adult Program Specialist and the motion carried unanimously.

7. REPORTS AND COMMENTS

CR Figueroa listed upcoming Art Toledo summer events including a mural dedication and Chalk the Block. She noted candidate filing is now open for individuals who want to run for City Council.

LD Baker said the summer reading program registration opened last week and indicated they may surpass last year’s registration numbers.

PWD Lorimor reported on the status of the Safe Routes to School project. He said they are still cleaning up debris from the ice storm and there is consideration to bring in contractors to assist with the cleanup.

CA Adams indicated there was a settlement reached on a lawsuit with the City and more information will be provided in the future.

CM Wiggins said he will focus on the bond. He said the City received a \$21,500 grant to update land use laws. He provided an update on the bathrooms that were destroyed at Memorial Field.

Councilor Silvia said he indicated to Cascades West Area Commission on Transportation about the road issue at the East Junction into Toledo and said they were not aware there was an issue.

Mayor Cross commented on his meetings with other Mayors across the state and indicated it is enlightening to see other cities with the same dilemmas as Toledo.

8. ADJOURNMENT

The work session adjourned at 9:40 p.m.

Approve:

Attest:

/s/Mayor Rod Cross

/s/City Recorder Lisa Figueroa

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



TOLEDO CITY COUNCIL
City Council Work Session – also via the Zoom Meeting Platform
August 7, 2024

***NOTE – Original signed minutes are missing. Online copy has no original signatures.**

Amended minutes approved and signed on January 21, 2026.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson



CITY OF TOLEDO REQUEST FOR COUNCIL ACTION

Council Goal:	Meeting Date:	Agenda Topic:
6.Encourage economic development by developing barrier reducing policies and plans to attract business investments, obtaining grants for commercial rehabilitation, and to support housing development.	January 21, 2026	Approve a Regulatory Agreement with Northwest Coastal Housing (NWCH) to effectuate the previously-approved System Development Charge (SDC) waiver for Olalla Meadows housing development project.
	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 the Regulatory Agreement between the City of Toledo and Northwest Coastal Housing (NWCH) to effectuate the previously approved System Development Charge (SDC) waiver for the Olalla Meadows housing development project; authorize the City Manager to execute the agreement; and expressly authorize the City Manager, in consultation with the City Attorney, to negotiate and execute any additional agreements necessary to “work in good faith with Lessee”, if necessary, to subordinate the City’s lien or modify the Agreement in order for NWCH to obtain funding.

Background:

Under Ordinance No. 1423, as codified in the Toledo Municipal Code (TMC) Chapter 13.44, the City Council may authorize exemptions to system development charges (SDCs) on newly constructed multifamily residential structures that contain designated affordable residential units. At its regular meeting on August 20, 2025, the Toledo City Council approved an SDC waiver requested by Northwest Coastal Housing (NWCH) for its Olalla Meadows project located at 1585 SE Sturdevant Road.

NWCH is leasing the ground at the above-listed address and intends to construct 30 dwelling units designated as affordable housing. The City Attorney and legal counsel for NWCH negotiated in good faith and reached agreement on the attached proposed Regulatory Agreement, effectuating the approved waiver and establishing the criteria under which the waiver will be applied and the project will move forward.

As noted in the recommended motion of this RCA, additional agreements and/or minimal modification of the Regulatory Agreement may be needed in order for the City to subordinate its lien in order for NWCH to secure project funding. Per the terms of the Regulatory Agreement, the City shall work in good faith with NWCH as necessary to accommodate such a subordination. The recommendation is that Council expressly authorize the City Manager, in consultation with the City Attorney, to negotiate and effectuate any future agreements and/or modifications to the Regulatory Agreement to enact such subordination. Council retains the right to authorize the City Manager to negotiate such agreements and for Council to review and act on such proposals.



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Fiscal Impact:	Fiscal Year:	GL Number:
\$285,472.96	2025-2026 and ongoing	N/A

Attachment:

1. Proposed Regulatory Agreement

When Recorded Return to:
City of Toledo
Attn: Richard Huebner
PO Box 220
Toledo, OR 97391

**REGULATORY AGREEMENT
(System Development Charge Exemption)**

THIS REGULATORY AGREEMENT (“Agreement”) is entered into as of the ____ day of _____, 2026, between the City of Toledo, an Oregon municipal corporation (the “City”), and Northwest Coastal Housing, an Oregon domestic nonprofit organization (the “Lessee”).

RECITALS

- A. Under Ordinance 1423, as codified in the Toledo Municipal Code (TMC) Chapter 13.44, the City Council may authorize exemptions to system development charges (SDCs) on newly constructed multifamily residential structures that contain designated affordable residential units.
- B. The Lessee is ground leasing certain real property located in the City located at 1585 SE Sturdevant Road, and legally described in Exhibit A (the “Property”), pursuant to the parties’ ground lease agreement dated September 19, 2024 (the “Lease Agreement”) and all amendments including for the lot line adjustment reflected in the records of Lincoln County, Oregon, Instrument No. 2025-01809. As part of its Olalla Meadows development project, Lessee intends to construct 30 dwelling units (“Dwelling Units”) on the Property (the “Project”). The Dwelling Units will be affordable as described herein and so in compliance with the Toledo Municipal Code.
- C. To be eligible for the SDC Exemptions (as defined below) under the City’s policy, the Lessee and all successive Lessees will cause the Dwelling Units in the multifamily residential structure to be rented at below-market rates, and restricted to occupancy by to households whose incomes are at or below 60% of the Median Family Income for a period of 40 years. However, the Lessee has agreed to so restrict the Dwelling Units for a period of 60 years in accordance with a recorded Extended Use Agreement with Oregon Housing and Community Services, an agency of the State of Oregon.
- D. The Lessee has applied for and been granted exemptions approximating \$285,472.96 in System Development Charges, including installation and inspection fees (the “SDC Exemptions”). The Lessee and the City desire to restrict the use of the Project as provided herein to assure that the goals to which they have agreed are fully implemented.
- E. In providing the SDC Exemptions, the City has foregone other opportunities to fund projects that would have resulted in the long-term availability of affordable dwelling units. Stability of the inventory of affordable rental and homeownership dwelling units and the ability of first-time buyers to purchase housing are important elements in the effective implementation of the City’s affordable housing goals. Accordingly, the parties agree that the enforceability of this Agreement is not specifically linked to the SDC Exemptions provided to the Lessee, and that merely repaying the System Development Charges is not a basis for relieving the Lessee of its duties under this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration for the promises contained herein, the Lessee does hereby impose upon the Project the following covenants, restrictions, agreements, and obligations which shall run with the land and shall be binding and a burden upon the Project and all portions thereof, and upon any purchaser, grantee, owner or lessee of the Project and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner or lessee of the Project and any other person or entity having any right, title or interest therein, for the length of time that this Agreement shall be in full force and effect.

Section 1. Definitions

Unless otherwise provided herein, expressly or in context, the terms defined above shall have the meanings set forth above, and the following terms shall have the meanings set forth below.

Median Family Income means the median gross household income, adjusted for household size, for the Lincoln County, Oregon statistical area as established each year by the U.S. Department of Housing and Urban Development.

Project means the Property, Dwelling Units, and all buildings, structures, fixtures, equipment and other improvements now or hereafter constructed or located upon the Property.

System Development Charges means, for the purpose of this Agreement, the system development charges imposed by the City for the development of the Project.

Section 2. Project Requirements

2.1 During the term of this Agreement, the Lessee agrees to comply with each of the following requirements: Lessee will rent 100% of the Dwelling Units to households whose incomes are at or below 60% of the Median Family Income for forty (40) years (the “Affordability Period”).

2.2 The Lessee shall not give or allow to be given any preference to any particular group or class in renting the Dwelling Units in violation of any Fair Housing laws. The Lessee shall not discriminate, nor allow discrimination, in the provision of housing on the basis of race, creed, gender, national origin, religion, marital status, sexual orientation, family status, age, disability, or the receipt of public assistance, nor against any tenant who is a parent or legal guardian with whom a child resides or is expected to reside except in the event that the Project is designated exclusively for households, the heads of which are over 62 years of age.

Section 3. Term. This Agreement shall become effective upon its execution and delivery and shall remain in full force and effect for forty years in compliance with the requirements of this Agreement (“Term”); provided however, the affordability requirements shall not become effective until the Dwelling Units are actually occupied.

Section 4. Reporting. The Lessee agrees to submit to the City or its designee such information and reports as the City may reasonably require to demonstrate compliance with the terms of this Agreement, including but not limited to verification of the renter’s income.

Section 5. Exemption Creates Lien. This Agreement creates a lien in favor of the City in the amount of the SDC Exemptions against the Project. This Agreement will be recorded and docketed in the Docket of the City Liens of the City until the amount of the system development charges and other fees are paid in full, or the Affordability Period has expired, although if the Project Requirements in Section 2 are complied with for the Affordability Period, such System Development Charges will be deemed 100% satisfied and such lien as provided herein will automatically terminate without action or consent by either party. The City recognizes and agrees that it will be necessary for Lessee to obtain additional sources of funding to finance the development of the Project. The City therefore agrees that, if necessary for Lessee to obtain financing for the development of the Project, the City will work in good faith with Lessee to subordinate its lien created by this Agreement to other funders and/or lenders, or modify the terms of the Agreement, as is reasonably necessary for Lessee to obtain financing for the development of the Project.

Section 6. Covenants Run With the Property

6.1 The Lessee represents and warrants that the SDC Exemptions provided by the City are an inducement to the Lessee to comply with this Agreement, and that the Lessee has induced the City to grant the SDC Exemptions by promising to comply with this Agreement for the full, stated Term of the Agreement. Therefore, the Lessee covenants, agrees, and acknowledges that the City, is the beneficiary of this Agreement, and that the City has relied upon the enforceability of this Agreement in determining to provide financial accommodations to the Lessee in relation to the Project.

6.2 The Lessee hereby declares its express intent that, during the Term of this Agreement, the covenants, restrictions, agreement, and obligations set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Lessee's successors in title including any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, or lessee of any portion of the Project and any other person or entity having any right, title or interest therein ("Successors in Title"). Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered, and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed, or other instrument.

Section 7. Sale or Disposition of the Project. During the Term, any sale or transfer (or any attempted sale or transfer) of all or any part of, or any interest in, the Property, the Dwelling Units, or the Project, or any beneficial interest in Lessee, without the prior written consent of the City (which the City may grant, condition, or withhold in its sole and absolute discretion) is prohibited, and upon any such prohibited sale or transfer, the Lessee shall be in default of this Agreement. Except "sale or transfer" shall not include:

- (i) if Lessee is a partnership or limited liability company, a transfer to a general partner (or sole member of such general partner) or managing member who is as of the date of this Agreement a general partner of the partnership or managing member of the limited liability company,

(ii) a transfer to a qualified nonprofit organization or government agency pursuant to a right-of-first refusal under IRC Section 42(i) (7), or

(iii) a transfer pursuant to a qualified contract under IRC section 42(h) (6) (F).

(iv) a transfer of the interest of the general partner of Lessee resulting from the limited partner's exercise of its removal rights pursuant to Lessee's limited partnership agreement.

(v) a transfer of the interest of the limited partner of Lessee pursuant to borrower's limited partnership agreement.

(vi) a transfer of the Project to an Oregon limited liability company ("LLC"), so long as Lessee remains that sole member of the LLC.

As used herein, the term "sale or transfer" is used in its broadest sense, and includes, with respect to the Property or Project, a ground lease, master lease or other lease not in the ordinary course of business, land sale contract, foreclosure, deed in lieu of foreclosure, or transfer (by operation of law or otherwise) pursuant to any dissolution, liquidation, merger, reorganization or consolidation, and with respect to a beneficial interest in Lessee, a sale, gift or other transfer of any partnership, stock, membership or other Lesseeship interest in Lessee other than a transfer upon death of the Lessee of such interest.

Section 8. Events of Default. Any of the following shall be an event of default ("Event of Default") under this Agreement:

8.1. Failure to Comply with Covenants, Conditions, Agreements, or Obligations. Lessee fails to perform or abide by any covenant, condition, agreement, or obligation in this Agreement, including the requirements in Section 2.1, and such failure, to the extent curable, is not cured within thirty (30) days after written notice from the City specifying the default.

8.2. Failure to Obtain the City's Consent to Transaction. Lessee engages in a sale, transfer or assignment in violation of the terms of this Agreement, or changes the use of the Property without the City's prior written consent.

8.3. Default Under Other Loans. Lessee defaults under any other loan (including any construction, permanent, or bond financing) secured in whole or in part by the Property, and fails to cure such default within any applicable cure period set forth in the loan documents relating to such loan. If Lessee cures a default under any other loan, that cure shall constitute a cure under this Agreement, provided Lessee is not in default of any other provision of this Agreement.

8.4. Default Under Lease Agreement. Lessee defaults under the Lease Agreement.

Section 9. Rights and Remedies on Default. Upon the occurrence of an Event of Default and at any time thereafter, the City may, at its option, exercise any one or more of the following rights and remedies:

9.1. Repayment of System Development Charges. The City may require the Lessee to repay to the City the System Development Charges exempted by the City. The amount the Lessee must repay shall be the cost of the System Development Charges as of the date the Lessee received the notice of default of this Agreement, rather than the cost of the System Development Charges as

of the date the SDC Exemptions were granted. Interest shall accrue as of the notice of default at the rate established in the most recent fee schedule approved by resolution of the City Council.

9.2. Performance of Obligations. The City may, by mandamus or other suit, action or proceeding at law or in equity, require the Lessee to perform its covenants, conditions, agreements, and/or obligations in this Agreement, or to abate, prevent, or enjoin any acts or things which may be unlawful or in violation of the rights of the City in this Agreement.

9.3. Access to Records. The City shall have the right to access to and inspect, examine, and make copies of all of the books and records of the Lessee pertaining to the Project.

9.4. Money Damages. The City may take such other action available at law, in equity, or otherwise as may appear necessary to enforce the covenants, conditions, agreements, and/or obligations of the Lessee in this Agreement, in such order and manner as it may select, to recover monetary damages caused by such violation or attempted violation of any covenant, condition, agreement, and/or obligation. Such damages to include but not be limited to all costs, expenses including but not limited to staff and administrative expense, fees including but not limited to all reasonable attorneys' fees which may be incurred by the City or any other party in enforcing or attempting to enforce this Agreement following any Event of Default on the part of the Lessee or their successors, whether the same shall be enforced by suit or otherwise; together with all such costs, fees and expenses which may be incurred in connection with any amendment to this Agreement or otherwise at the request of the Lessee.

Section 10. Other.

10.1. Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions hereof.

10.2. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

Lessee: NW Coastal Housing
7450 NE Avery Street Suite A
Newport, OR 97365
ATTN: Sheila Stiley

City: Toledo City Hall
PO Box 220
Toledo, OR 97391
ATTN: Richard Huebner

10.3. Governing Law, Venue. This Agreement shall be governed by the laws of the State of Oregon, without regard principles of conflicts of law. The City may enforce this Agreement in the Toledo Municipal Court or other court of competent jurisdiction, otherwise venue shall be in the Circuit Court of Lincoln County, Oregon.

10.4. **Not a Land Use Decision.** As described in TMC 13.44.050, Section B., the parties acknowledge and agree that this Agreement is not a land use decision.

10.5. **Assignment.** The Lessee may only assign its rights and obligations hereunder with the written consent of the City.

10.6. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

10.7. **Time of Essence.** Time is of the essence of each of the Lessee's obligation under this Agreement.

10.8. **Modification; Headings.** This Agreement may not be modified or amended except by an instrument in writing signed by the Lessee and the City. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

10.9. **No Impairment of Governmental Powers.** Nothing in this Assignment is intended, nor will it be construed, to in any way limit the actions of the City of Toledo in the exercise of its governmental powers. It is the express intention of the parties hereto that the City of Toledo will retain the full right and ability to exercise their governmental powers with respect to NWCH, this Agreement, the Property, and the transactions contemplated by the development of the Property to the same extent as if the City were not a party to this Agreement or the transactions contemplated thereby, and in no event will City have any liability in contract arising under this Agreement by virtue of any exercise of their governmental powers.

10.10. **Authority.** The undersigned represents and warrants that they have been delegated authority to execute this Agreement on behalf of their respective entities, and intend to bind them.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective, duly authorized representatives, as of the day and year first written above.

City of Toledo, Oregon

Northwest Coastal Housing

By: _____
Richard Huebner
City Manager

By: _____
Sheila Stiley
Executive Director

STATE OF OREGON)
County of Lincoln) ss.

This instrument was acknowledged before me this ____ day of _____, 2026, by Sheila Stiley, Executive Director of Northwest Coastal Housing.

Notary Public of Oregon
My Commission Expires: _____

STATE OF OREGON)
County of Lincoln) ss.

This instrument was acknowledged before me this ____ day of _____, 2026, by Richard Huebner, City Manager of the City of Toledo, Oregon.

Notary Public of Oregon
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1 of Partition Plat 2023-10

Excepting: A tract of land lying in the Southeast Quarter of Section 17, Township 11 South, Range 10 West of the Willamette Meridian in Lincoln County, Oregon, More particularly described as:

Beginning at the Northwest corner of Parcel 1 of Partition Plat 2023-10; thence South 11°00'00" West, 3.06 feet; thence Parallel to the North line of said Parcel 1, East, 140.75 feet; thence South 8.00 feet; thence East, 65.00 feet; thence North 11.00 feet to the North line of said Parcel 1; thence West, 205.17 feet to the point of beginning.



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
6.Encourage economic development by developing barrier reducing policies and plans to attract business investments, obtaining grants for commercial rehabilitation, and to support housing development.	January 21, 2026	Approve First Reading of Ordinance No. 1434, amending Toledo Municipal Code (TMC) Chapter 13.44 – Affordable Housing
	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 **on first reading**, by title only, “Ordinance No. 1434, an Ordinance of the City of Toledo, Oregon, amending Toledo Municipal Code Chapter 13.44, clarifying definitions related to ‘Affordable Housing’ and ‘Multifamily Structure’, and clarifying eligibility criteria for System Development Charge (SDC) waivers.”

Background:

Under Ordinance No. 1423, as codified in the Toledo Municipal Code (TMC) Chapter 13.44, the City Council may authorize exemptions to system development charges (SDCs) on newly constructed multifamily residential structures that contain designated affordable residential units. At its regular meeting on August 20, 2025, the Toledo City Council approved an SDC waiver requested by Northwest Coastal Housing (NWCH) for its Olalla Meadows project located at 1585 SE Sturdevant Road.

Upon review of Chapter 13.44, the City Attorney identified the need for cleanup of a number of Scrivener’s Errors, and to incorporate some minimal clarifications related to the eligibility criteria for SDC waivers. Enactment of Ordinance No. 1434 will better align the TMC with the intent of Ordinance No. 1423.

If approved, Ordinance No. 1434 will come back before the Council for a **second reading** at the next regular Council Meeting.

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

Attachment:

1. Ordinance No. 1434

**CITY OF TOLEDO
ORDINANCE NO. 1434**

AN ORDINANCE OF THE TOLEDO CITY COUNCIL AMENDING TOLEDO MUNICIPAL CODE (TMC) CHAPTER 13.44 – AFFORDABLE HOUSING

WHEREAS, the City Council enacted Ordinance No. 1423 (2024), in part, establishing the Toledo Municipal Code (“TMC”) Ch. 13.44, entitled “Affordable Housing” under the authority granted to the City by ORS 197A.465; and,

WHEREAS, Ordinance No. 1423 did not address a restriction in ORS 197A.465 that certain affordable housing requirements apply only to new multifamily structures with 20 units or more; and,

WHEREAS, the City wishes to clarify the definition of “multifamily structure,” as that term is used in TMC Ch. 13.44.

NOW THEREFORE, THE CITY OF TOLEDO ORDAINS AS FOLLOWS:

Section 1. The City Council amends Section § 13.44.020 of the Toledo Municipal Code as follows, with additions in **bold** and deletions with strikethroughs:

13.44.020 - Definitions.

For the purposes of TMC Chapter ~~13~~2.44, the following definitions shall apply:

A. “Affordable housing” means housing that is affordable to households with incomes equal to or ~~higher~~ **lower** than 80 percent of the median family income for Lincoln County.

D. “Multifamily residential structure” **or “multifamily structure”** means a structure that contains three or more housing units sharing at least one wall, floor or ceiling surface in common with another unit within the same structure, except a CCRC is excluded.

Section 2. The City Council amends Section § 13.44.030 of the Toledo Municipal Code as follows, with additions in **bold** and deletions with ~~strikethroughs~~:

13.44.030 – Eligibility for waiver of SDCs; Election.

A. For builders or developers that elect to have at least 20 percent of the units in a multifamily residential **structure** development (MRD) designated as affordable housing, under Subsection B of this Subsection, the waiver of SDCs shall occur based on the percentage of the residential units in a development that is designated for an affordable housing use: ***

B. The City requires that at least 20 percent of housing units within **any** multifamily **residential** structure **containing 20 or more housing units** to be sold or rented as affordable housing at 2 or below-market rates, except as provided in Subsection C of this section, but the builder or developer may voluntarily agree to more than 20 percent of the units being designated as affordable housing.

Section 3. This Ordinance is effective 30 days upon passage by the Toledo City Council.

This Ordinance adopted by the Toledo City Council this ___ day of _____, 2026.

APPROVED:

ATTEST:

Mayor Rod Cross

City Recorder Paul Johnson



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
6.Encourage economic development by developing barrier reducing policies and plans to attract business investments, obtaining grants for commercial rehabilitation, and to support housing development.	January 21, 2026	Approve Resolution No. 1595, authorizing Interfund Transfers to repay the System Development Charges Fund for exempted SDCs related to the Olalla Meadows Project
	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. 1595, Authorizing Interfund Transfers to Repay the System Development Charges (SDC) Fund for Exempted SDCs Related to the Olalla Meadows Project

Background:

Under Ordinance No. 1423, as codified in the Toledo Municipal Code (TMC) Chapter 13.44, the City Council may authorize exemptions to system development charges (SDCs) on newly constructed multifamily residential structures that contain designated affordable residential units. At its regular meeting on August 20, 2025, the Toledo City Council approved an SDC waiver requested by Northwest Coastal Housing (NWCH) for its Olalla Meadows project located at 1585 SE Sturdevant Road.

The City Council intends and desires for its SDC Fund to be made whole, and has identified is City Council Strategic Reserve Fund to repay the monies that would have been deposited in the SDC Fund but for the exemption referenced above. Council action is needed to formally authorize the Interfund Transfers through which will the SDC Fund will be made whole. Resolution No. 1595 authorizes said Interfund Transfers, establishes a five-year repayment timeline, and establishes the execution date of the Regulatory Agreement with Northwest Coastal Housing as the date at which interested shall be charged against the outstanding balance.

Fiscal Impact:	Fiscal Year:	GL Number:
\$285,472.96	2025-2026 and ongoing	N/A

Attachment:

1. Resolution No. 1595

**CITY OF TOLEDO
RESOLUTION NO. 1595**

A RESOLUTION OF THE TOLEDO CITY COUNCIL AUTHORIZING INTERFUND TRANSFERS TO REPAY THE SYSTEM DEVELOPMENT CHARGES (SDC) FUND FOR EXEMPTED SDCs RELATED TO OLALLA MEADOWS PROJECT

WHEREAS, the Toledo City Council has approved a System Development Charge (“SDC”) Exemption in the amount of \$258,084.03 for the Olalla Meadows development by Northwest Coastal Housing, an Oregon nonprofit organization; and

WHEREAS, the City Council intends and desires for its SDC Fund to be made whole; and

WHEREAS, the City Council desires to use its City Council Strategic Reserve Fund to repay the monies that would have been deposited in the SDC Fund had the Council not issued the Exemption;

WHEREAS, interfund transfers are permitted under ORS 294.463.

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

- Section 1. The City Council approves a repayment plan of annual inter-fund transfers from the City Council Strategic Reserve Fund to the SDC Fund, in the principal amount of \$258,084.03 (the “Repayment Plan”).
- Section 2. Annual payments of principal and interest under the Repayment Plan shall occur once per year on July 1, beginning on July 1, 2026. Interest expense shall be charged on the outstanding balance at a rate of 4.6%, accruing from the date of Execution of a Regulatory Agreement between the City of Toledo and Northwest Coastal Housing.
- Section 3. This Repayment Plan shall be budgeted for and paid in full over a term not to exceed five years, ending in 2031.

That this resolution is hereby adopted by the Toledo City Council on this ___ day of _____, 2026.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Paul Johnson



**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...	January 21, 2026	Motion to approve the City Manager to sign a contract with Chaves Consulting to provide ERMS services to the City of Toledo.
	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 approve the City Manager to sign a contract with Chaves Consulting to provide an Electronic Records Management System, with the option to include the CJIS portion of the ERMS, to explore options and equipment for the scanning of documents through an internal employee or through a third party vendor.

Background:

To promote transparency of the operations of City Hall and decreasing the amount of space needed for document storage, I am recommending obtaining an Electronic Records Management Services (ERMS) provider. The State of Oregon contracts with Chaves Consulting to manage their ERMS called Oregon Record Management System (ORMS). As a City within the State, we have the ability to contract with Chaves to be an ERMS provider without a bid process and obtain rates based on the State's contracted rate. See attached information on pricing.

An ERMS would perform two significant functions for the city. It would put a majority of our records in a searchable database that has a public face. This would allow constituents and interested parties the ability to search for records. And, it would eliminate the need for all of the file storage we currently have and address any archival concerns in this building or the proposed civic center. It would consolidate all of our department generated documents online in one place. An additional benefit would be that built-in records retention policies would delete the records that needed to be deleted from the system.

All departments within City Hall (including a CJIS option for the Police Department at an additional monthly cost) would have a dedicated user once the initial scanning process was started. We would also be able to link our website directly to the searchable database through a direct link, or to preset searches (i.e. city council minutes, fire department reports, planning commission documents, etc.).

Concerns about confidentiality would be mitigated with our ability to determine what documents are and are not searchable. The basic contract allows for 10 user software licenses, 100 GB of total storage (additional storage available in 100 GB, or in TB increments) at a cost of \$388.70 per month. The CJS portion would be an additional \$250.00 a month with 25 software licenses. We would share the initial 100 GB of storage.



CITY OF TOLEDO REQUEST FOR COUNCIL ACTION

There is an option to hire a sub-contracted 3rd party to do the scanning and data entry and we would have a no-bid ability to hire them but at this time there is not a known cost. Or, we could hire a temporary employee, the appropriate equipment, and do the scanning and data entry ourselves.

There is a process to all of this. First, we (staff) need to attend a webinar scheduled for later this month. Second, a meeting with Chaves Consulting and a Records Specialist from the State Archives to perform a needs assessment. Once these are complete and a need exists, we could enter the contract and begin the process of using the Software as a Service they provide. Hire a temporary employee (or the 3rd party vendor), and all the training for the users and administrators (one in each department). The timeline for this is based on both the initial webinar, scheduling a needs assessment, and then any training that needs to occur.

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

Attachment:

1. ORMS Pricing Guide
2. ORMS MSA 0486 Amendment No. 22 to AR-0123-10
3. Email from Jase Madsen 01-13-2026



Oregon Records Management Solution

OREGON RECORDS MANAGEMENT SOLUTION SUBSCRIPTION PRICING

The Oregon Records Management Solution (ORMS) is based on the “Software as a Service” model. In this model all Oregon government entities can participate in this program for a fee of **\$388.70 per month**.^{*} This fee includes:

- 10 CM (Content Manager) software licenses and support
 - Additional licenses are \$38.87 per user per month (full) or \$19.43 per user per month (inquiry only)
- Data storage @ 10 GB per licensed user, cumulative for the agency
 - Example: 10 licenses = 100 GB of storage available to the agency
- Data transfer @ 1 GB per user per month, cumulative for the agency
- Customized planning, setup, training and support from ORMS team
- 24/7 Oregon-based customer service and technical Support Desk
- Secure storage and hosting in Oregon-based tier 3 data center
- Ongoing hardware, software and infrastructure maintenance and support

^{}This fee will decrease as the total number of ORMS users increases as outlined below.*

Cost per Month per User		
Number of Users	Full License	Inquiry Only
1 - 3,000	\$38.87	\$19.43
3,001 - 4,000	\$31.41	\$15.79
4,001 - 5,000	\$28.33	\$14.25
5,001 - 6,000	\$25.91	\$12.95
6,001 - 7,000	\$23.46	\$11.92
7,001 - 8,000	\$21.47	\$ 10.93

Pricing for agencies requiring Criminal Justice Information Services (CJIS) compliance provided upon request.



Oregon Records Management Solution

OREGON RECORDS MANAGEMENT SOLUTION DATA STORAGE PRICING

Each Content Manager license with the Oregon Records Management Solution comes with 10 GB of data storage that can be allocated to any named license users. If an agency exceeds their data allocation and want to purchase additional storage, the following are pricing options. Our Support Desk and Chief Financial Officer will ensure each agency receives the best pricing option each month.

Option 1: Purchasing less than 100 GB of cloud data storage in one month

- \$7.35 per 10GB of additional storage per month
- \$1.26 per 1 GB of additional data transfer per month

Option 2: Purchasing cloud storage in 100 GB increments

- \$5.75 per 10 GB of additional storage
 - $100 \text{ GB} / 10 \text{ GB} = 10 \text{ units} \times \$5.75 \text{ per month} = \$57.50 \text{ per } 100 \text{ GB per month}$

Option 3: Purchasing cloud storage in 1 TB increments

- \$5.25 per 10 GB of additional storage
 - $1 \text{ TB} = 1,000 \text{ GB} / 10 \text{ GB} = 100 \text{ units} \times \$5.25 \text{ per month} = \$525 \text{ per } 1 \text{ TB per month}$

****Rates reflected in this section are effective July 1, 2025***

**Amendment No. 22 to AR-0123-10
the Contract for Services
between
Oregon Secretary of State and Chaves Consulting, LLC
Oregon Records Management System (ORMS) Price Agreement**

This is Amendment No. 22 (Amendment) to the Contract for Services, effective 12/8/2010, as amended from time-to-time (Contract) between the State of Oregon, acting by and through its Oregon Secretary of State (Agency), and Chaves Consulting, Inc. (Contractor), an Oregon Corporation. This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (Amendment Effective Date).

RECITALS

1. The Agreement has been amended 21 times and restated twice, and this Amendment reflects the parties' desire to consolidate all of the amended provisions, and to add in the ability to perform Administrative Changes without requiring a formal Amendment to the Agreement, into the following integrated document in order to provide a more efficient version of the Agreement.

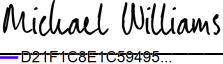
AMENDMENT

The parties agree:

1. The Contract is hereby amended and restated in its entirety as set forth in Attachment 1 to this Amendment 22.
2. Except as expressly amended above, all other terms and conditions of the Contract, including as previously amended, are still in full force and effect. Contractor certifies that the representations, warranties, and certifications contained in the Contract are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Contract.
3. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that they are authorized to act on behalf of Contractor, they have authority and knowledge regarding Contractor's payment of taxes, and to the best of their knowledge, Contractor is not in violation of any Oregon tax laws including without limitation a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323;, and the elderly rental assistance program under ORS 310.630 to 310.706; and any other local taxes administered by the Department of Revenue under ORS 305.620.

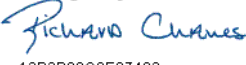
SIGNATURES

Oregon Secretary of State

Authorized Signature:	Signed by:  80FE92C9127E42B...	11/17/2025
	Division Director or designee	Date
Authorized Signature:	Signed by:  D21F1C8E1C59495...	11/17/2025
	Chief Procurement Officer	Date
Reviewed by:	Signed by:  F03EEE310C6D44E...	11/17/2025
	Contract Administrator	Date

Approved for legal sufficiency pursuant to ORS 291.047 and OAR 137-045-0030:
Reviewed by John McCormick via e-mail dated 11/16/2025

Chaves Consulting, LLC

Authorized Signature:	DocuSigned by:  43B3B99C0E97483...	11/17/2025
		Date
Title:	<u>President & Founder</u>	

**Amendment No. 22 to AR-0123-10
Attachment 1, Amended and Restated
Master Software as a Service Agreement
Agreement Number 0486**

Agreement Number: 0486

This Master Software as a Service Agreement ("Agreement") is between the State of Oregon (the "State"), by and through the Secretary of State of the State of Oregon ("the Secretary" or "SOS"), acting under a delegation of procurement authority from the Oregon Department of Administrative Services, State Procurement Services ("DAS" or "DAS SPS"), and on behalf of contracting agencies of the State of Oregon, local contracting agencies, and members of the Oregon Cooperative Purchasing Program, and Chaves Consulting, Inc., an Oregon corporation ("Contractor"). This Agreement is effective on the date that it has been fully executed by the parties and approved as required by law ("Effective Date").

The parties agree as follows:

1. Purpose. This Agreement:

- (i) Identifies the process through which Contractor and State and local contracting agencies and members of the Oregon Cooperative Purchasing Program will establish subsequent contracts for the provision of hosted electronic records management system services and related services under this Agreement;
- (ii) Sets forth the general terms and conditions that will apply to contracts pursuant to which Contractor will provide services; and
- (iii) Is not, by itself, a binding contract for the provision of services by Contractor and does not guarantee that any contracts will be executed.

2. Agreement Documents. This Agreement consists of this document and the following Exhibits, each of which is attached to and incorporated into this Agreement:

- (i) Exhibit A - Terms and Conditions
- (ii) Exhibit B - Schedule of Services and Compensation
- (iii) Exhibit C - Insurance
- (iv) Exhibit D - Subscription Services Contract
- (iv) Exhibit E - Non-Subscription Services Contract
- (v) Exhibit F - VCAF Report

- (vii) Exhibit G - Contractor Data and Tax Certification
- (vii) Exhibit H - Certification Statement for Independent Contractor
- (vii) Exhibit I - Request for Proposal, RFP # I 02-1752-10
- (viii) Exhibit J - Contractor's Proposal
- (vix) Exhibit K – Contractor Contact Information
- (vx) Exhibit L – SOS Contact Information

Any conflict among the provisions of the Agreement shall be resolved according to the following descending order of precedence: (a) the terms and conditions of this Agreement, less its Exhibits; (b) Exhibit I; (c) Exhibit A; (d) Exhibit B; (d) the Contract; (e) Exhibits C, F, G, H, J, K and L.

3. Application of Provisions. The provisions of Exhibits A, B, C, G, and H of the Agreement apply to and are incorporated into each Contract for services executed between Contractor and an Authorized Purchaser as provided in Section 4. "Authorized Purchaser" means a contracting agency, including a local contracting agency, as those terms are defined in ORS 279A.010, or any member of ORCPP that enters into a Contract with Contractor under the terms and conditions of the Master Agreement. "Contract" means the executed agreement between Authorized Purchaser and Contractor entered into pursuant to the terms and conditions of the Agreement, including its exhibits, and substantially in either of the forms attached to the Agreement as Exhibit D or Exhibit E. "ORCPP" means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the state of Oregon as authorized to purchase the goods and services available under certain price agreements entered into by the State.

4. Contracts.

a. An Authorized Purchaser may enter into a binding and enforceable contract for Contractor's services by executing a contract substantially in the form attached hereto as Exhibit D or Exhibit E, based upon the type of service required. Each Contract shall create a separate contract between Authorized Purchaser and Contractor. Each Contract so executed shall be substantially in the form attached as Exhibit D or Exhibit E.

b. Each Contract is enforceable in accordance with its terms and shall be independent of all other such Contracts. Each Contract shall specify the services that Contractor will provide and shall make the terms and conditions of Exhibit A applicable to the provision of such services. Contractor shall not accept any Contract that does not comply with these requirements.

5. Services. The services that Contractor agrees to make available under Contracts are listed in Exhibit B and are described as Subscription Services and Non-subscription Services (collectively, the "Services"). Contractor agrees to perform the Services as more specifically described under each Contract.

6. Compensation. Contractor shall be compensated for completing Services based on the rates set forth in Exhibit B. The assessment of VCAF is in addition to, and not a part of,

the prices for Services set forth in the Contract.

7. Volume Sales Reports and Vendor Collected Administrative Fees.

a. Vendor Collected Administrative Fees/Payment. Within (30) calendar/business days after the end of each quarter during the term of this Agreement, Contractor shall pay to the State of Oregon, Secretary of State a Vendor Collected Administrative Fee (VCAF) in an amount equal to two Percent (2 %) of Contractor's total sales, less any credits, made to Authorized Purchasers for Subscription Services Agreements, Exhibit D, during the reporting period. CONTRACTOR MAY NOT REFLECT THE VCAF AS A SEPARATE LINE ITEM CHARGE TO AUTHORIZED PURCHASERS. CONTRACTOR'S RATES MUST REFLECT ALL CHARGES TO AUTHORIZED PURCHASERS FOR SUBSCRIPTION SERVICES AGREEMENTS, EXHIBIT D. For the purposes of this Agreement, quarters end March 31, June 30, September 30, and December 31. Contractor is responsible for timely reporting and payment, regardless of the entity that actually reports or makes VCAF payment to the State. Contractor shall not be required to pay VCAF until 5,000 users have been obtained via the Subscription Services Agreements, Exhibit D.

b. Volume Sales Reports. Contractor shall submit to the State's Agreement Administrator a Volume Sales Report (VSR), due by the 15th day following the end of each calendar quarter during the term of the Agreement, beginning with the first full quarter it has obtained 5,000 users. Contractor shall send a VSR each quarter, whether or not there are reportable sales or VCAF due to the State. When no sales have been recorded for the reporting period, a report must be submitted stating "No sales for the reporting period".

Prior to Contractor obtaining 5,000 users, Contractor shall submit to SOS VSR once per year, due by the 15th day following the end of the calendar year.

c. Volume Sales Report Information. Contractor shall provide the following information on the Volume Sales Report:

- Complete and accurate details of all receipts (sales and refunds) for the relevant quarterly period
- Contractor's corresponding calculation of the administrative fee due to SoS for that period
- Agreement item number
- Authorized Purchaser
- Contract number
- Date ordered
- Quantity of each item ordered with Contractor's item #'s and description
- Unit price and extended total
- Manufacturer or provider of each product or service ordered
- Total dollar amount for ending quarter

- Any other information as the State may reasonably request.

d. Volume Sales Report Format. Contractor shall provide Volume Sales Reports by e-mail to the State's Agreement Administrator. Excel spreadsheet formats are preferred. All other report formats must be approved by the State's Agreement Administrator prior to submission of the first report.

e. Report Receipt/Acceptance. The State's receipt or acceptance of any of the reports furnished pursuant to this Agreement, or any sums paid hereunder, shall not preclude the State from challenging the validity thereof at any time. THE STATE RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT IF VOLUME SALES REPORTS ARE NOT RECEIVED AS SCHEDULED.

f. Payment of Vendor Collected Administrative Fee. Contractor is responsible for timely payment of the VCAF, regardless of entity that actually reports or makes VCAF payment to the State. Contractor shall remit payment in the form of a check payable to the Oregon Secretary of State within 30 days after each quarterly report. Failure to submit Volume Sales Report does not release Contractor from requirement to timely remit the VCAF.

g. Interest. Any payments Contractor makes or causes to be made after the due date as indicated on the invoice shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The State's right to interest on late payments shall not preclude the State from exercising any of its other rights or remedies pursuant to this Agreement or otherwise with regards to Contractor's failure to make timely remittances.

h. Audit. The State, as its own expense (except as provided herein), shall have the right during regular business hours, at Contractor's premises, and upon reasonable notice, by itself or by a person authorized by it, to audit Contractor's records and other pertinent data, to determine and verify the figures reported in any VSR furnished by Contractor. In the event that any such audit reveals underpayment of the VCAF, Contractor shall forthwith pay the amount of deficiency, together with interest thereon at the rate provided in this Section. At the State's request, Contractor shall pay the reasonable cost of an audit, but only if such audit reveals that an underpayment may exist as determined by the State.

8. Term of Agreement; Amendments.

a. The initial term of this Agreement shall be thru the pilot project, which was completed on December 30, 2013. Following the initial term and upon agreement of the parties, this Agreement may be assigned to DAS SPS and extended for a term of two (2) years after which the Agreement may be extended annually for additional terms. The current term of this Agreement is through December 31, 2028.

It is anticipated that the State will secure a minimum of 2,000 users for the pilot phase of this Agreement. In the event the State fails to achieve a minimum base of 2,000 Users by

December 31, 2010 the parties may mutually agree to terminate the Agreement or extend the period of time to achieve 2,000 users. In the event the user base of 2,000 Users drops below 2,000 Users the parties shall immediately review the circumstances and mutually determine a new per User price.

At least thirty (30) calendar days before the expiration of a term, the State shall notify Contractor in writing of its intent to extend this Agreement. If both parties elect to extend this Agreement, the terms and conditions set forth in this Agreement shall remain the same during any additional term.

b. The State reserves the right in its sole discretion to extend this Agreement for not more than one calendar month beyond any term or Extension Term. The State shall notify Contractor in writing of the one-month extension at least 30 calendar days before the current term or the Extension Term expires. Contractor may not increase pricing during any one-month extension obtained pursuant to this section. The State may not obtain more than one such extension.

c. No Contracts shall be executed after the termination or expiration of the Agreement. Upon termination or expiration of the Agreement, at the request of any Authorized Purchaser, Contractor shall continue to provide the Products and Services and meet its obligations under any applicable Contract issued prior to expiration or termination of the Agreement unless such Contract is otherwise terminated pursuant to the terms and conditions of the Contract. If Contractor provides any Authorized Purchaser with Services under an existing Contract during a period following the termination or expiration of the Agreement, the terms and conditions and pricing of such Contract shall remain in effect as well as Contractor's reporting requirements.

d. This Agreement may be amended, modified, or supplemented only by a written amendment signed by Agency and Contractor. No amendment will be effective until all required signatures and approvals are obtained. Either the State or Contractor may request a change to this Agreement, including to any of its exhibits, by submitting a written proposal describing the desired change to the other party. Notwithstanding the foregoing, Contractor may revise the information set forth in this Exhibit K, and Agency may revise the information in Exhibit L, by providing notice to the other party and such revisions shall be effective as of the date of the receiving party's receipt of such notice.

9. Termination.

a. The parties may terminate this Agreement at any time by the mutual written consent of both parties.

b. The State may also terminate this Agreement immediately upon notice to Contractor, or at such later date as it may establish in such notice, if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the purchase of the services offered by Contractor under this Agreement is prohibited or if the State fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to

administer this Agreement.

c. Upon receipt of written notice of termination, Contractor shall stop performance under this Agreement as directed by the State.

10. Provision of Services.

a. This is not an exclusive agreement and the State reserves the right to engage other contractors to provide the same or similar services.

b. Contractor shall perform, and Authorized Purchaser will pay for, Services only when performed under a Contract. An individual Contract will specify the services for that Contract.

c. Contractor is responsible for completing all Services as defined in the Contract to the satisfaction of Authorized Purchaser.

EXHIBIT A

CONTRACT TERMS AND CONDITIONS

1. Application of Provisions. The provisions of this Exhibit A, as well as Exhibits B, C, G, and H of the Agreement apply to the Agreement and also apply to and are incorporated into each Contract executed between Contractor and Authorized Purchaser. When applying the applicable provisions to the Agreement, where appropriate for the context, the references to "Contract" shall mean the Agreement.

2. Definitions. The following definitions apply to the Contract:

"Authorized Purchaser" means a contracting agency, including a local contracting agency, as those terms are defined in ORS 279A.010, or any member of ORCPP, or the Washington Secretary of State, State Archives, that enters into a Contract.

"Authorized Purchaser Data" means all data created by or in any way originating with Authorized Purchaser, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with Authorized Purchaser, whether such data or output is stored on Authorized Purchaser's hardware, Contractor's hardware or exists in any system owned, maintained or otherwise controlled by Authorized Purchaser or by Contractor.

"Authorized Purchaser Intellectual Property" means any intellectual property that is owned by Authorized Purchaser. Authorized Purchaser Intellectual Property includes any derivative works and compilations of any Authorized Purchaser Intellectual Property.

"Authorized Representative" means a person representing a party to the Contract who is authorized to make commitments and decisions on behalf of the party regarding the performance of the Contract. Each party's Authorized Representative is the person so identified in the Contract.

"Contract" means the executed agreement between Authorized Purchaser and Contractor entered into pursuant to the terms and conditions of the Agreement, incorporating by reference Exhibits A, B, C, G, and H of the Agreement and substantially in either of the forms attached to the Agreement as Exhibit D, or Exhibit E.

"Contractor Intellectual Property" means any intellectual property that is owned by Contractor and contained in or necessary for the use, or optimal use, of the Deliverables. Contractor Intellectual Property includes Documentation, Work Product, and derivative works and compilations of any Contractor Intellectual Property. Contractor Intellectual Property does not include COTS Software.

"COTS Software" means commercial off-the-shelf software that Contractor delivers to Agency pursuant to the provision of Services.

"Deliverables" means the Services, including Work Product, and all Software or other products

that Contractor is required to deliver to Authorized Purchaser under the Contract.

"Desktop Specification" means Contractor's recommended minimum technical specifications required to access and utilize the SaaS Software specified in the Contract and in accordance with the Contract's service levels.

"Documentation" means all documents, including documents that are Deliverables described in the Contract and includes, but is not limited to, any and all operator's and user's manuals, training materials, guides, commentary, listings, requirements traceability matrices and other materials for use in conjunction with and for the operation of products and Services that are to be delivered by Contractor under the Contract.

"Inquiry-Only User" means Authorized Purchaser's employees, agents, consultants, outsourcing companies, contractors and others who are authorized by Authorized Purchaser to access and use the more limited Inquiry-Only (view-only) User Type of service, set forth in Exhibit B, in the performance of their duties for Authorized Purchaser. Inquiry-Only Users do not include the full range of Subscription Services.

"Non-subscription Services" means the services provided to Authorized Purchaser by Contractor under the Contract that are not included in the definition of Subscription Services. Non-subscription Services shall include, but not be limited to, consulting, implementation, customization and other services provided to Authorized Purchaser by Contractor under this Agreement, together with all documentation provided by or otherwise required of Contractor for any of the consulting, implementation, customization or other services it provides.

"ORCPP" means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the state of Oregon as authorized to purchase the goods and services available under certain price agreements entered into by the State.

"ORMS" means Oregon Records Management Solution.

"SaaS Application" and "SaaS Software" mean the Software as a Service computer software listed in a Subscription Services Contract to which Contractor has granted Authorized Purchaser access and use as part of the Subscription Services. This includes any customization, other derivative works, upgrades, releases, fixes or patches related to the software that Contractor develops or deploys during the term of the Agreement, together with all Documentation provided by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes or patches.

"Service Levels" means the performance specifications for Services performed by Contractor.

"Services" means Non-subscription Services and Subscription Services.

"ORMS Software" means the software, including COTS Software and SaaS Software, identified in Exhibit B, and all related Documentation, that the Contractor will deliver to Authorized Purchaser.

"SoS" means the Secretary of State of the State of Oregon.

"State" means the State of Oregon, acting by and through the Department of Administrative Services, State Procurement Services ("DAS SPS") or the Secretary of State of the State of Oregon ("Secretary" or "SoS").

"Subscription Services" means Authorized Purchaser's access to and use, and Contractor's provision, of the SaaS Software and other services in accordance with the terms and conditions set forth in the Contract.

"Third Party Intellectual Property" or "Third Party Products" means any intellectual property owned by parties other than Authorized Purchaser or Contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS Software owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

"User" means Authorized Purchaser's employees, agents, consultants, outsourcing companies, contractors and others who are authorized by Authorized Purchaser to access and use the SaaS Software and any part or portion of the Subscription Services or Non-subscription Services in the performance of their duties for Authorized Purchaser.

"User Information" means all information directly or indirectly obtained from Users accessing the SaaS Software where such information is obtained by Contractor or by any of its employees, representatives, agents or any Third Parties having contractual privity with Contractor or who are under Contractor's supervision or control.

"Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registrable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's subcontractors or agents (either alone or with others) pursuant to the Master Agreement. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Authorized Purchaser Intellectual Property, Contractor Intellectual Property or Third-Party Intellectual Property.

3. Services.

3.1. Subscription and Non-Subscription Services.

3.1.1. Contractor shall provide and Authorized Purchaser may acquire the Subscription and Non-subscription Services as described in this Agreement. As part of the Services, Contractor shall manage the recordation of User Information. Such User Information shall be treated as Authorized Purchaser's Confidential Information.

3.1.2. Authorized Purchaser and Contractor shall execute a Contract, in substantially the same form as the sample Contracts attached to this Agreement as Exhibit D, or Exhibit E, for Authorized Purchaser's access to and use of the Software, together with any applicable Service Levels, maintenance, support and any other services. The terms and conditions of each Contract shall be independent of, and shall have no impact upon, the provisions of any other Contract.

Each Contract is subject to the Agreement and must include the following mandatory language:

THIS CONTRACT IS ENTERED INTO PURSUANT TO AGREEMENT # 0486 AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH THEREIN. THE TERMS AND CONDITIONS OF THE AGREEMENT APPLY TO THIS CONTRACT AND TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

3.2. Delivery. All goods and ORMS Software to be supplied by Contractor will be new unless expressly authorized by Authorized Purchaser. Contractor shall deliver goods and ORMS Software to Authorized Purchaser F.O.B. to the destination specified in the Contract in accordance with the Delivery Schedule. During the period that goods and ORMS Software are in transit, and up until the time that the goods and ORMS Software are tendered so as to enable Authorized Purchaser to take delivery, Contractor and its insurers, if any, relieve the Authorized Purchaser and the State of Oregon of the responsibility for all risk of loss of, or damage. Thereafter, all risk of loss of, or damage shall be borne by the Authorized Purchaser.

3.3. Warranties. If applicable, Contractor shall have all third party warranties covering the goods and ORMS Software transferred to the Authorized Purchaser at time of delivery at no additional charge. Contractor shall also furnish to the Authorized Purchaser the details of the third party publisher warranties.

3.4. Responsibilities of Authorized Purchaser. If the Contract requires Authorized Purchaser to provide any software, goods or services, and Authorized Purchaser fails to provide the requisite quality or quantity of such software, goods or services, or fails to provide such software, goods or services in a timely manner, Contractor's sole remedy shall be an extension of the applicable delivery dates corresponding to the delay caused by Authorized Purchaser's failure.

3.5. Acceptance of Services.

3.5.1. Contractor shall commence the Services and provide Deliverables as set forth in the Contract. Unless otherwise provided in the Contract, within ten business days after commencement of the Services, Authorized Purchaser shall perform any acceptance tests to determine whether the Services meet the acceptance criteria designated by Authorized

Purchaser. If the acceptance tests establish that the Services conform to the acceptance criteria, then Authorized Purchaser shall issue written notice of acceptance to Contractor, and "final acceptance" shall be deemed to have occurred.

3.5.2. If the Authorized Purchaser determines that the Services do not meet the acceptance criteria, Authorized Purchaser shall notify Contractor in writing of Authorized Purchaser's rejection of the Services and describe in reasonable detail the basis for rejection. Upon receipt of notice of non-acceptance, Contractor shall, within a 15-calendar day period, modify or improve the Services at Contractor's sole expense to ensure that the Services meet the acceptance criteria, and notify the Authorized Purchaser in writing that it has completed such modifications or improvements and re-tender the Services to Authorized Purchaser. Authorized Purchaser shall thereafter review the modified or improved Services within 15 calendar days of receipt. Failure of the Services to meet the acceptance criteria after the second set of acceptance tests shall constitute a default by Contractor. Upon such default, Authorized Purchaser may either allow Contractor to continue to correct the Services or declare a material breach of the Contract by Contractor.

3.5.3. If the Services are rejected or acceptance is revoked, Contractor shall refund any payments that have been made with regard to the Services and shall (at Contractor's sole cost and expense) remove the ORMS Software within seven calendar days of receiving notice of rejection or revocation of acceptance.

3.5.4. No provision of this Section 3.5 precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection or revocation of acceptance.

3.6. Warranty Period.

3.6.1. For a period of one year after final acceptance, Contractor shall, at no additional charge to Authorized Purchaser, furnish such materials and services as shall be necessary to correct any defects in the Services and maintain the Services in good working order.

Notwithstanding the expiration of the warranty period, Contractor shall be obligated to cure defects discovered during the warranty period.

4. Contractor's Personnel.

4.1. Authorized Representative; Program Manager. Contractor shall designate an Authorized Representative and Program Manager for the Services. The Authorized Representative and Program Manager shall be familiar with Authorized Purchaser's business operations and objectives as necessary for the provision of the Services and shall be responsible for Contractor's performance of the Services in accordance with the Agreement. The Program

Manager shall participate with Authorized Purchaser in periodic review sessions and shall provide Service reports at Authorized Purchaser's request.

4.2. Subcontractors. Contractor shall not use subcontractors to perform the Services unless specifically authorized to do so by Authorized Purchaser. Contractor represents that any assigned employees and authorized subcontractors shall perform the Services in accordance with the Agreement.

5. Compensation.

5.1. Rates. Authorized Purchaser shall pay Contractor according to the rates set forth on Exhibit(s) D, or E, as may be applicable, for the Services and ORMS Software provided under the Contract. The assessment of a VCAF, as provided in the Agreement, is in addition to, and not a part of, the prices for Services set forth in the Contract.

5.2. Expenses. Contractor shall not be reimbursed for any expenses incurred by Contractor in the performance of the Services.

5.3. Invoices. Unless otherwise agreed, Authorized Purchaser shall not pay Contractor more than once each month upon Contractor's submission of detailed invoices that set forth the Services accepted by Authorized Purchaser. Such invoices shall comply with the requirements of this Section 5 and shall describe the Deliverables completed and accepted by Authorized Purchaser for which Contractor seeks compensation. Contractor shall request payment only for Deliverables accepted by Authorized Purchaser. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor shall submit invoices to Authorized Purchaser's Authorized Representative. Authorized Purchaser will have the right to review each such invoice for compliance with the requirements of this Section 5 and any other relevant provisions of the Agreement. All payments to Contractor are subject to ORS 293.462.

5.4. Limit on Payments. No payment will be made for any Services provided before the effective date or after termination of the Agreement or under a specific Contract. Authorized Purchaser's payments are conditioned upon Authorized Purchaser receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations. Nothing in the Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon or Authorized Purchasers that are not contracting agencies of the State of Oregon.

5.5. Price Renegotiation. 60 calendar days prior to the expiration of the Initial Term, and then upon each renewal thereafter, either Contractor or the State may request price renegotiation. This price renegotiation will be conducted in good faith between the parties and may result in a price change being offered to the State for continuing Services and Product offerings. If Contractor and the State reach an agreement during the 60 calendar day re-negotiation period, Contractor will adjust its pricing accordingly for the applicable Extension Term and will continue to provide the Services. If the parties are unable to reach an agreement, the Agreement will terminate subject to an Authorized Purchaser's right to transition the Services.

Exception: If an increase in price is requested by the Contractor, due to increases in third party COTS software and annual maintenance costs increase, prior to the price renegotiation period, it is the sole discretion of the Authorized Purchaser as to whether they shall accept and pay this increase.

5.6. No Liability for Non-State Authorized Purchasers. The State bears no liability for Services provided by Contractor to parties who are not Authorized Purchasers or in Contracts entered into between Authorized Purchasers that are not State agencies, and the State expressly disclaims any such liability. With regard to Authorized Purchasers that are not State agencies, Contractor shall look solely to the respective party for any rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Services and the resulting contractual relationship, if any, with each such contracting party.

6. Right to Use; Ownership and License in Product or Services.

6.1. Use. Contractor grants Authorized Purchaser an unlimited, transferable, non-exclusive right to access and to use the Subscription Services listed on any SaaS Subscription Schedules and the Non-Subscription Services listed on the Contract.

6.2. License. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to Authorized Purchaser pursuant to the Services performed. Contractor grants Authorized Purchaser a license to all other Contractor Intellectual Property. Unless otherwise stated in the Contract, Contractor grants Authorized Purchaser a non-exclusive, irrevocable, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Contractor Intellectual Property, and to authorize others to do the same on Authorized Purchaser's behalf.

6.3. Work Product. Contractor owns all Work Product. Contractor grants Authorized Purchaser a non-exclusive, irrevocable, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Work Product, and to authorize others to do the same on Authorized Purchaser's behalf.

6.4. Third Party Intellectual Property. Contractor shall secure on Authorized Purchaser's behalf, in the name of Authorized Purchaser and subject to Authorized Purchaser's approval, a license to Third Party Intellectual Property sufficient to provide the Services and fulfill the business objectives identified in the Agreement or a Contract, and to authorize others to do the same on Authorized Purchaser's behalf.

6.5. Authorized Purchaser Data and Intellectual Property. Authorized Purchaser owns all Authorized Purchaser Data and Intellectual Property provided to Contractor pursuant to the Contract. Authorized Purchaser grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Authorized Purchaser Intellectual Property and Authorized Purchaser data and background information only to fulfill the purposes of the Contract. Authorized Purchaser's license to Contractor is limited to the term and confidentiality obligations of the Contract.

6.6. No Rights. Except as expressly set forth in the Contract or Agreement, nothing shall be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Authorized Purchaser. Except as expressly set forth in the Contract or Agreement, nothing shall be construed as granting to or conferring upon Authorized Purchaser any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

6.7. Competing Services. Subject to the provisions of this Section 6 and Contractor's obligations with respect to Confidential Information, nothing in the Contract or Agreement precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in the Agreement, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables. The parties, including the State, Contractor and Authorized Purchasers, shall be free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under the Contract free of any use restriction or payment obligation to another party.

7. Confidentiality and Non-Disclosure.

7.1. Confidential Information. Contractor acknowledges that it and its employees or subcontractors may, in the course of performing their responsibilities under the Contract, be exposed to or acquire information that is confidential to Authorized Purchaser or Authorized Purchaser's clients. Any and all information of any form obtained by Contractor or its employees or subcontractors in the performance of the Contract is confidential information of

Authorized Purchaser ("Confidential Information"). Contractor shall treat any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor with respect to confidentiality in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Authorized Purchaser to others without restrictions similar to those imposed by the Contract; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under the Contract; (d) is obtained from a source other than Authorized Purchaser without the obligation of confidentiality, (e) is disclosed with the written consent of Authorized Purchaser, or; (f) is independently developed by employees or subcontractors of Contractor who can be shown to have had no access to the Confidential Information. Authorized Purchaser hereby grants Contractor a license to use Authorized Purchaser's Confidential Information to fulfill the purposes of the Contract, and otherwise only as specifically described in the Contract. Contractor hereby irrevocably assigns, transfers and conveys, and will cause its employees, subcontractors and agents to assign, transfer and convey without further consideration all right, the execution and delivery of any documents that may be necessary to preserve, or enable Authorized Purchaser to enforce, its rights with respect to Confidential Information.

7.1.1. Requests for Confidential Information. In the event Contractor receives a third-party request for Confidential Information, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give Authorized Purchaser notice and provide such information as may reasonably be necessary to enable Authorized Purchaser to take action to protect its interests.

7.2. Non-Disclosure. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information and in no event less than a reasonable degree of care, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than the provision of Services to Authorized Purchaser hereunder, and to advise each of its employees and subcontractors of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Authorized Purchaser in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise the State and Authorized Purchaser immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of the Contract and Contractor will at its expense cooperate with the State and Authorized Purchaser in seeking injunctive or other equitable

relief in the name of Authorized Purchaser or Contractor against any such person. Except as directed by Authorized Purchaser, Contractor will not at any time during or after the term of the Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with the Contract, and that upon termination of the Contract or at Authorized Purchaser's request, Contractor will turn over to Authorized Purchaser all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Contractor shall ensure the compliance of its employees and subcontractors with this Section 7.

7.3. Identity Theft. In the performance of the Contract, Contractor may have possession or access to documents, records or items that contain "Personal Information" as that term is used in ORS 646A.602(11), including Social Security numbers. Personal Information is a type of Confidential Information that is highly sensitive and subject to additional protection. By the end of the Pilot Period, and in no event more than 12 months from the commencement of Services as defined in Exhibit A, Section 3, Contractor shall finalize a formal written information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600- 646A.628.

7.3.1. Contractor shall not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control under the Contract. Contractor shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Contractor shall not use, distribute or dispose of any Personal Information other than expressly permitted by the State, the Authorized Purchaser, required by applicable law, or required by an order of a tribunal having competent jurisdiction.

7.3.2. In the event Contractor or its subcontractor or agents discover or are notified of a suspected or confirmed security incident, or a suspected or confirmed breach of security or privacy, Contractor shall notify State and Authorized Purchaser immediately, and in no event more than 4 hours following discovery or notification. An incident is an observable, measurable occurrence that is a deviation from expected operations or activities. Breaches include a failure to comply with Contractor's confidentiality obligations. If State determines that a breach requires notification of impacted individuals, or other notification required by law, State will have sole control over the notification content, timing, and method, subject to Contractor's obligations under applicable law.

7.4. Security Policies.

7.4.1. NDA. Contractor at all times shall comply with Authorized Purchaser's security policies. Contractor shall upon Authorized Purchaser's request provide a written nondisclosure agreement and obtain such from Contractor's employees or subcontractors performing Services under the Contract.

7.4.2. Privacy and Security Training. Contractor shall ensure its employees, agents, and contractors receive periodic training on privacy and security obligations relating to this Contract.

7.4.3. Background Checks. Contractor has completed a criminal background check on its employees, agents, and contractors providing services related to this Contract and who have administrator-level access to Agency Data. Upon reasonable written request of Agency, Contractor shall certify in writing that such background checks have been completed, and the checks revealed no negative findings pertaining to dishonesty, fraud, or theft on employees, agents, or contractors providing services related to this Contract.

7.4.4. Limited Purposes. Contractor shall limit the use or disclosure of Agency Data to persons directly connected with the administration of this Contract.

7.4.5. Privacy Protections. Contractor shall maintain protections required by law or this Contract for any retained Agency Data for so long as Contractor (including through any third party) retains it.

7.4.6. Testing. Agency reserves the right to conduct periodic security testing upon reasonable advanced notice to Contractor.

7.5. Criminal Justice Information Services (CJIS) Security Policy, including Appendices, issued by the Federal Bureau of Investigation (FBI), Criminal Justice Information Services Division, is in force as of the date of this Agreement, available at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>, and may be amended from time to time hereafter.

7.5.1. Contractor warrants that it has the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. Contractor expressly acknowledges that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrants that its system abides by those restrictions and limitations.

7.5.2. Contractor's Responsibilities and Tasks:

- a) Separate Database: Implement and maintain a separate dataset and database for CJI.
- b) To the extent that Authorized Purchaser creates and maintains both non-CJI and CJI records, Contractor shall maintain separate data stores for non-CJI and CJI records.

- c) Data Encryption: CJI data shall be encrypted at rest within the secure ORMS CJI database.
- d) Data Mining: Contractor shall not capture, maintain, scan, index, share or use Authorized Purchaser Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, "non-authorized activity" means data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Contract. Contractor will take all reasonably feasible, physical, technical, administrative, and procedural measures to ensure that no unauthorized use of Criminal Justice Information occurs. Contractor warrants that all active and latent technical capabilities to conduct data mining or other processing that would constitute an unauthorized use of Criminal Justice Information have been either removed from its software package or disabled entirely.
- e) Notwithstanding any provision of this Agreement, or any other agreement between the parties, or any published policy of Contractor, the terms of this subsection take precedence over and replace any generally applicable privacy, data access or use, or similar policy of Contractor, which the parties understand and hereby agree have no application to the processing of Criminal Justice Information.
- f) Contractor agrees and understands that implementation of this subsection may require it to configure or disable certain aspects of the software solution it proposes to provide to Authorized Purchaser. Contractor warrants that it has the technical capacity to implement the technical changes required to conform to the requirements of this subsection. In particular, Contractor warrants that it can either disable completely or configure its software solution such that the applications and services provided to Authorized Purchaser under this Agreement do not permit the unauthorized use of Criminal Justice Information by other applications and services provided by Contractor which are interoperable with the applications and services provided under this Agreement.
- g) Designated CHS-certified Staff: Only designated CHS-certified Contractor and Subcontractor staff shall work with Authorized Purchaser's authorized Users in the CJI database.
- h) Weekly Access Logs: Provide access to weekly access logs upon Authorized Purchaser Request.

7.5.3. CJIS Compliance Audit:

Contractor will:

- a) Permit Authorized Purchaser, representatives of Oregon's CJIS System Agency (CSA), or the FBI to conduct unannounced CJIS security inspections and scheduled audits of Contractor's facilities:
- b) Cooperate fully with any CJIS Policy Compliance Audit conducted by either Oregon's CSA or the FBI; and
- c) Provide to Authorized Purchaser, upon request, either:
 - a. a reasonable ability to inspect Contractor's handling of Authorized Purchaser's data;
 - b. the report of an expert, independent, third party, verifying compliance with the provisions of this Agreement; or
 - c. a report from Contractor verifying compliance with the provisions of this Agreement, undertaken pursuant to mutually agreed upon methods, conditions and provisions.

7.5.4. Portability and Interoperability:

Contractor will maintain Criminal Justice Information provided to it by Authorized Purchaser in a format that, to the maximum extent practicable, permits the export of Criminal Justice Information and the interoperable use of Criminal Justice Information by other cloud service providers, to an extent that does not compromise the security and integrity of the data. To the extent practicable cloud applications and Criminal Justice Information databases shall be maintained in universally recognized formats.

7.5.5. Integrity:

Contractor will maintain physical or logical separation between the cloud services provided to Authorized Purchaser and the consumer cloud services, if any, that it provides to other customers. If the system is designed to house evidentiary material, then the Contractor shall maintain records of access to Criminal Justice Information sufficient to allow Authorized Purchaser to establish a chain of custody for data of evidentiary value

7.6. Injunctive Relief. Contractor acknowledges that breach of this Section 7, including disclosure of any Confidential Information, will give rise to irreparable injury to Authorized Purchaser that is inadequately compensable in damages. Accordingly, Authorized Purchaser may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Authorized Purchaser and are reasonable in scope and content.

7.7. Publicity. Contractor agrees that news releases and other publicity relating to the subject of the Contract or Agreement will be made only with the prior written consent of the State and Authorized Purchaser.

7.8. Transition Assistance. Upon expiration or termination of all or part of the Subscription Services or Non-subscription Services being provided under the Contract and upon Authorized Purchaser's request and subject to continued payment for so long as Services are maintained, Contractor shall provide the following termination assistance: Contractor shall continue to provide the Subscription Services and Non-subscription Services that were provided by Contractor prior to the expiration or termination and any new services requested by Authorized Purchaser that may be required to facilitate the transfer of the affected Subscription Services and Non-subscription Services to Authorized Purchaser, a Third-Party service provider or other Authorized Purchaser designee, as applicable, including providing to Authorized Purchaser or Third-Party personnel training in the performance of the affected Subscription Services and Non-subscription Services. At no additional cost, Contractor shall provide to Authorized Purchaser and any designated Third-Party service provider: (i) in writing, applicable requirements, standards, policies, operating procedures and other documentation relating to the affected execution environment of the Subscription Services and Non-subscription Services; and (ii) necessary access to the systems and sites from which the affected Subscription Services and Non-subscription Services were provided, subject to Authorized Purchaser's right to review same. Contractor shall provide the termination assistance outlined in this section for a period of up to twelve (12) months, unless otherwise specified in the Contract. Immediately upon expiration or termination of the Agreement or the Contract, Contractor shall provide Authorized Purchaser with a final export of Authorized Purchaser Data in a format specified by Authorized Purchaser and shall certify the destruction of all Authorized Purchaser Data within the possession of Contractor that is solely related to the expired or terminated Subscription Services or Non-subscription Services.

8. Contractor's Representations and Warranties

8.1. General Representations and Warranties. In addition to all other Contractor representations and warranties in the Contract Contractor also represents and warrants to Authorized Purchaser that:

- a) Contractor has the power and authority to enter into and perform the Contract;
- b) The Contract, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- c) Contractor will, at all times during the term of the Contract, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform the Services;
- d) Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any

federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Services shall not violate any such law, ordinance, regulation or order;

- e) Contractor's performance under the Contract creates no potential or actual conflict of interest, as defined by ORS 244, for either Contractor or any Contractor personnel that will perform the Services under the Contract; and
- f) The Contractor Data and Tax Certification in the form attached to the Agreement as Exhibit G and the Certification Statement For Independent Contractor in the form attached to the Agreement as Exhibit H are true and accurate as of the Effective Date, and Contractor will notify Authorized Purchaser in writing if any such data or certifications change during the term of the Agreement such that the attached Exhibits G or H, if applicable, are no longer true and accurate.

8.2. Contractor's Performance Warranties. Contractor represents and warrants to Authorized Purchaser that:

- a) Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors perform the Services described in the Contract in accordance with the highest standards prevalent in the industry or business most closely involved in providing the Services that Contractor is providing to Authorized Purchaser pursuant to the Contract;
- b) Through the expiration of the warranty period, all Services delivered by Contractor to Authorized Purchaser shall conform to the acceptance criteria set forth in the Contract and any Documentation provided by Contractor and shall be free from error or defect that materially impairs their use, and shall be free from defects in materials, workmanship and design;
- c) Except as otherwise permitted or provided in the Contract, all Services supplied by Contractor to Authorized Purchaser shall be transferred to Authorized Purchaser free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind;
- d) When used as authorized by the Contract, no Service delivered by Contractor to Authorized Purchaser infringes, nor will Authorized Purchaser's use, duplication, or transfer

of such Services infringe, any copyright, patent, trade secret, or other proprietary right of any third party;

e) Except as otherwise set forth in the Contract, any subcontractors performing work for Contractor have assigned all of their rights in the Services to Contractor or Authorized Purchaser and no third party has any right, title or interest in any Services supplied to Authorized Purchaser under the Contract;

f) Contractor will maintain, operate and enforce, prior to the receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, an active and effective information security program to preserve the security and confidentiality of all Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control; and

g) At the time of delivery and installation of the ORMS Software provided through the Contract, the ORMS Software shall be free of what are commonly defined as viruses, worms, spyware, and other malicious defects that will hamper performance of the O RMS Software, collect unlawful personally identifiable information on users, or prevent the ORMS Software from performing as required under the terms and conditions of the Contract.

9. Indemnities.

9.1. General Indemnity. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Authorized Purchaser and their agencies, subdivisions, officers, directors, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under the Contract; provided that Contractor shall have no obligation to indemnify the State of Oregon or Authorized Purchaser from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of the State of Oregon or Authorized Purchaser, and their officers, employees or agents.

9.2. IP Indemnity. In addition to and without limiting the generality of Section 9.1, Contractor expressly agrees to, indemnify, defend and hold the State of Oregon and Authorized Purchaser and their agencies, subdivisions, officers, directors, employees and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses of any nature whatsoever resulting from, arising out of or

relating to any claims that the Services or use thereof infringe any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If Contractor believes at any time that the ORMS Software or Services infringe a third party's Intellectual Property Rights, Contractor may upon receipt of Authorized Purchaser's prior written consent, which Authorized Purchaser shall not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Authorized Purchaser the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the ORMS Software continues to function in conformance with the requirements set forth in the Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of the Contract, and Authorized Purchaser may pursue any rights and remedies available to it under the Contract, including termination. Contractor shall not be liable under this Article 9.2 for any claim for infringement based solely on the following:

- a) Authorized Purchaser's modification of the ORMS Software or Services other than as set forth in the Contract or without the written permission of Contractor;
- b) Use of the ORMS Software or Services in a manner other than as contemplated by the Contract or as authorized in writing by Contractor; or
- c) Use of the ORMS Software or Services in combination, operation, or use of with other products in a manner that does not comply with their specifications, not specified by Contractor or of which Contractor has not approved in writing.

9.3. Control of Defense and Settlement. Contractor's obligation to indemnify Authorized Purchaser as set forth in Sections 9.1 and 9.2 is conditioned on Authorized Purchaser providing to Contractor prompt notification of any claim or potential claim of which Authorized Purchaser becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 9.1 or Section 9.2; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Authorized Purchaser of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon or an Authorized Purchases that is not a contracting agency of the State of Oregon (collectively "Indemnified Party") may, at its election and expense, assume its own defense and settlement in the event that the Indemnified Party determines that Contractor is prohibited from defending the Indemnified Party is not adequately defending the Indemnified

Party's interests, or that an important governmental principle is at issue and the Indemnified Party desires to assume its own defense.

9.4. Insurance. Contractor shall provide insurance as required by Exhibit C.

10. Events of Default.

10.1. Default by Contractor. Contractor shall be in default under the Contract if:

- a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within 60 days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform the Services and Contractor has not obtained such license or certificate within 30 business days after delivery of Authorized Purchaser's notice or such longer period as Authorized Purchaser may specify in such notice; or
- c) Contractor commits any material breach or default of any covenant, warranty, obligation or certification under the Contract, fails to perform the Services in conformance with the specifications and warranties provided herein, or clearly manifests an intent not to perform future obligations under the Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within 30 business days after delivery of Authorized Purchaser's notice or such longer period as Authorized Purchaser may specify in such notice.

10.2. Default by Authorized Purchaser. Authorized Purchaser shall be in default under the Contract if:

- a) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of the Contract and Authorized Purchaser fails to cure such failure within 30 business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or
- b) Authorized Purchaser commits any material breach or default of any covenant, warranty, or obligation under the Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and Authorized Purchaser fails to cure such failure within 30 business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

11. Remedies for Default.

11.1. Authorized Purchaser's Remedies. In the event Contractor is in default under Section 10.1, Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under the Contract and at law or in equity, which include, without limitation:

- a) Termination of the Contract under Section 12.2;
- b) withholding all monies due for Services that Contractor is obligated but has failed to perform within 30 days after Authorized Purchaser has notified Contractor of the nature of Contractor's default;
- c) credits or other remedies for failure to meet Service Levels;
- d) with respect to Services for which Authorized Purchaser has paid before acceptance, a return of all moneys previously paid for such Services;
- e) initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and
- f) exercise of its right of setoff.

11.2. Remedies Cumulative. These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Section 10.1, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 12.1.

11.3. Contractor's Remedies. In the event the State terminates the Agreement or Authorized Purchaser terminates the Contract, as set forth in Section 12.1, or in the event Authorized Purchaser is in default under Section 10.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 12.3., Contractor's sole monetary remedy shall be a claim for the unpaid invoices; the percentage of Services completed on each Deliverable up to the not to exceed amount for the Deliverable set forth in the Contract, authorized expenses incurred, less previous amounts paid and any claims which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 11.3, Contractor shall pay any excess to Authorized Purchaser upon written demand.

12. Termination; Suspension.

12.1. Authorized Purchaser's Right to Terminate. Authorized Purchaser may, at its sole discretion, terminate the Contract, as follows:

- a) Authorized Purchaser may terminate the Contract for its convenience upon 30 days' prior written notice to Contractor.
- b) Authorized Purchaser may terminate the Contract if the Authorized Purchaser fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's services.
- c) Authorized Purchaser may terminate the Contract if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Services under the Contract is prohibited or if Authorized Purchaser is prohibited from paying for such Services from the planned funding source.

12.2. Authorized Purchaser's Right to Terminate for Cause. In addition to any other rights and remedies Authorized Purchaser may have under the Contract, Authorized Purchaser may terminate the Contract, in whole or in part, immediately upon Contractor's default under Section 10.1.

12.3. Contractor's Right to Terminate for Cause. Contractor may terminate the Contract upon Authorized Purchaser's default under Section 10.2.

12.4. Access and Return of Property. Upon request for termination of the Contract for any reason whatsoever Contractor shall, at Authorized Purchaser's discretion, either return all Authorized Purchaser Data to Authorized Purchaser (or delegate) upon Contract termination in an agreed-upon format, including if part of Transition Services, and otherwise ensure Authorized Purchaser has access and the ability to retrieve Authorized Purchaser Data for the 30 days following written notice to terminate. Upon Authorized Purchaser's signed Data Return Receipt, Contractor shall terminate Services.

12.4.1. Sanitization. Contractor shall not retain any copies of Authorized Purchaser Data following Contract termination, except as necessary to meet its obligations under Section 16.6, Records Maintenance and Access. Contractor shall notify Authorized Purchaser of any conditions that make returning all Authorized Purchaser Data not feasible. Upon Authorized Purchaser's written acknowledgement that returning all Authorized Purchaser Data is not feasible and consent, Contractor shall purge or destroy retained Authorized Purchaser Data in all its forms (including copies of returned data) in accordance with the most current version of NIST SP 800-88 and provide Authorized Purchaser with written certification of sanitization.

12.4.2. Access. Contractor shall not suspend Authorized Purchaser's access to Authorized Purchaser Data at any time during the term of this Contract or before Data Return Receipt has been signed by both parties.

12.5. Authorized Purchaser's Right to Suspend the Services.

12.5.1. Authorized Purchaser may suspend portions or all of the Services due to the following causes:

- a) Contractor's default under section 10.1;
- b) Any reason considered to be in the public interest; or
- c) For non-appropriation as set forth in section 12.1. and 16.6.

12.5.2. Authorized Purchaser shall notify Contractor in writing of the effective date and time of the suspension and shall notify Contractor in writing to resume Services.

12.5.3. During suspension Contractor is responsible as follows:

- a) If the suspension occurs due to the reason set forth in Section 12.5.l(a), Contractor shall continue to provide any unexpired warranty coverage and maintain prepaid Service Levels. No single instance of suspension of performance for Contractor's default under 12.5. l(a) may exceed 180 days.
- b) If the suspension occurs due to the reasons set forth in Sections 12.5.l(b) or (c), Contractor shall provide warranty coverage for a period of 90 days following the effective date of suspension for any Deliverables accepted prior to the effective date of suspension. Notwithstanding the foregoing, Contractor shall not be obligated to provide warranty period maintenance and support except to the extent such warranty period maintenance and support has been paid in advance. No single instance of suspension of performance under 12.5.l(b) or 12.5.l(c) may extend beyond 30 days after the end of the biennium during which the suspension occurred.
- c) If the Services are recommenced after the suspension Contractor shall complete the Services in every respect as though its prosecution had been continuous and without suspension. Due dates for Services shall be extended by the amount of the period of suspension and a reasonable period for Contractor's remobilization not to exceed 90 calendar days.

13. **Independent Contractor; Taxes and Withholding.**

13.1. Independent Contractor. Contractor shall perform all Services as an independent contractor. Although Authorized Purchaser reserves the right to evaluate the quality of the completed performance, Authorized Purchaser will not control the means or manner of

Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.

13.2. Declaration and Certification. Contractor by execution of the Contract declares and certifies that (i) its performance of the Services creates no potential or actual conflict of interest as defined by ORS Chapter 244, for Contractor or any Contractor personnel who will perform Services under the Contract, and (ii) in the event that Contractor or its personnel are performing services for the federal government, that no rules or regulations of the agency for which Contractor or its personnel provide services prohibit Contractor or its personnel from providing the Services under the Contract. Contractor also declares and certifies by execution of the Contract that it is not an "officer," "employee," or "agent" of Authorized Purchaser, as those terms are used in ORS 30.265.

13.3. Responsible For Taxes. Contractor shall be responsible for all federal and state taxes applicable to compensation and other payments paid to Contractor under the Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation and payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under the Contract, except as a self-employed individual.

14. Compliance Applicable Law.

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) Statewide Information Technology (IT) Control Standards, found online at oregon.gov/das/OSCIO/Pages/SecurityGuidance.aspx, including security controls that meet or exceed "Moderate" security controls in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, as amended; (x) Statewide Cloud Computing policy: <http://www.oregon.gov/das/policies/107-004-150.pdf>, as amended; (xi) The Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628, to the extent applicable. For purposes of OCIPA, Contractor is a covered entity., (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law

to be so incorporated.

14.1. **Responsible for Compliance.** Contractor is responsible for the compliance of its employees, agents, and subcontractors with this Contract, all applicable state and federal laws and regulations, and applicable State of Oregon policies governing Confidential Information and its use and disclosure.

14.2. **Security Audit.** Contractor shall ensure it and its subservice organizations undergo triennial examination per the Criminal Justice Information Services (CJIS) audit schedule to assess the Services' compliance with at least NIST 800-53 "Moderate" security controls (National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53). Contractor shall provide an exact copy of the most recent examination results report to Agency upon request.

14.3. **Changes in Law.** Each party will provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.

15. Dispute Resolution.

15.1. **Litigation – State Agencies.** Any claim, action, suit, or proceeding (collectively, "Claim") between an Authorized Purchaser that is a State agency and Contractor that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR BY EXECUTION OF THIS MASTER AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 15.1. In no event shall this Section 15.1 be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

15.2. **Litigation – Non-State Authorized Purchasers.** Any Claim between a non-State agency Authorized Purchaser and Contractor that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the state court for the county of the residence of the Authorized Purchaser; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR BY EXECUTION OF THIS MASTER AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 15.2. In no event shall this Section 15.2 be construed as a waiver by the State of Oregon or any non-State Authorized Purchaser of any form of defense

or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

15.3. Governing Law. The Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

16. Miscellaneous Provisions.

16.1. Recycling. Contractor shall, to the maximum extent economically feasible in the performance of the Contract, use recycle paper (as defined in ORS 279A.010 (l) (gg)), recycle PETE products (as defined in ORS 279A.010 (l) (hh)), and other recycled plastic resin products and recycled products ("recycled product" is defined in ORS 279A.010(l)(ii)).

16.2. Subcontracts and Assignment. Contractor shall not enter into any subcontracts for any of the Services required by the Contract or assign or transfer any of its interest in the Contract without Authorized Purchaser's prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of Authorized Purchaser. Authorized Purchaser's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under the Contract.

16.3. Successors and Assigns. The provisions of the Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

16.4. No Third-Party Beneficiaries. The State, Authorized Purchaser and Contractor are the only parties to the Agreement and the Contract and are the only parties entitled to enforce their terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Contract.

16.5. Funds Available and Authorized. Contractor shall not be compensated for Services performed under the Contract by any other Authorized Purchaser or department of the State of Oregon. Authorized Purchaser believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Contract within Authorized Purchaser's biennial appropriation or limitation. Contractor understands and agrees that Authorized Purchaser's payment of amounts under the Contract is contingent on Authorized Purchaser receiving appropriations, limitations, or other expenditure authority sufficient to allow

Authorized Purchaser, in the exercise of its reasonable administrative discretion, to continue to make payments under the Contract.

16.6. Records Maintenance; Access. Contractor shall maintain all financial records and other records relating to its performance under the Contract in accordance with generally accepted accounting principles and in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Authorized Purchaser, the State and the federal government and their duly authorized representatives shall have reasonable access, at their own cost and expense and only following reasonable notice to Contractor, to such records, in paper or electronic form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of six years, or such longer period as may be required by applicable law, following termination of the Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to the Contract, whichever date is later. Contractor shall provide Agency, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to Contractor's officers, agents, contractors, subcontractors, employees, facilities, and records to:

16.6.1. Determine Contractor's compliance with this Contract,

16.6.2. Validate Contractor's written security risk management plan, or

16.6.3. Gather or verify any additional information Agency may require to meet any state or federal laws, rules, or orders, including those regarding Agency Data.

16.6.4. Request a report of the records that a specific user has accessed over a specified period of time.

16.6.5. Notice. Except as stated below for security logs, access to facilities, systems, and records under this section will be granted following reasonable notice to Contractor. Records include paper or electronic form, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

16.6.6. System Security Logs. Contractor shall provide designated Agency staff on-demand access to system security logs in report form for the Services, including user-level access logs for both Agency and Contractor users.

16.7. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies

relative to the Contract. Contractor shall demonstrate its legal capacity to perform the Services under the Contract in the State of Oregon before entering into the Contract.

16.8. Survival. All rights and obligations shall cease upon termination or expiration of the Contract except for the rights and obligations and declarations set forth in Articles V, VI, VII, VIII, IX, XII, XIV and XVI, and Sections 5, 6, 7, 8, 9, 11, 13.3, 15, 16.3, 16.4, 16.6, 16.8, 16.17, 16.18, and 16.19.

16.9. Time is of the Essence. Contractor agrees that time is of the essence in its performance under the Contract.

16.10. Force Majeure. Neither Authorized Purchaser nor Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots or strikes. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

16.11. Notices. Except as otherwise expressly provided in the Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery of, facsimile transmission of, or mailing the same, postage prepaid, to Contractor or Authorized Purchaser at the address or number set forth in the Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 16.11. Any communication or notice so addressed and mailed shall be deemed to be given five (5) calendar days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when the transmitting machine generates receipt of the transmission. To be effective against Authorized Purchaser, such facsimile transmission must be confirmed by telephone notice to the Authorized Purchaser Authorized Representative. Any communication or notice by personal delivery shall be deemed to be given when actually received by the appropriate Authorized Representative.

16.12. Severability. The parties agree that if any term or provision of the Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16.13. Counterparts. The Contract may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all

parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

16.14. Amendments. The Contract may be amended, modified, or supplemented only by a written amendment signed by Authorized Purchaser and Contractor that has been approved by DOJ, if required by applicable law. Any amendment that provides for additional Services may only provide for Services directly related to the scope of Services and Products described in the Agreement, and no amendment shall be effective until all requisite signatures and approvals are obtained. Notwithstanding the foregoing, a party may change its Authorized Representative, Program Manager, or designation of other staff by providing notice to the other party and such revisions shall be effective as of the date of the receiving party's receipt of such notice.

16.15. Disclosure of Social Security Number. Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax identification number. This number is requested pursuant to ORS 305.385 and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

16.16. Waiver. The failure of either party to enforce any provision of the Contract or the waiver of any violation or nonperformance of the Contract in one instance shall not constitute a waiver by the party of that or any other provision nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of the Contract shall bind either party unless in writing and signed by both parties and all necessary State of Oregon approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

16.17. Disaster Recovery; Backup. Notwithstanding the provisions of section 16.10, Contractor shall be responsible for providing disaster recovery services if Contractor experiences or suffers a disaster; Contractor shall take all necessary steps to ensure that Authorized Purchaser shall have access to the Services as specified in Exhibit B (g) Service Levels and Remedies, in Authorized Purchaser's Subscription Services Agreement and, if applicable, the Non-subscription Agreement. Contractor shall restore the Services according to the ORMS Disaster Recovery and Business Continuity Plan, Attached in Amendment 16 to this Contract, and incorporated by reference. If Contractor fails to restore the Subscription Services and the Non-subscription Services within the options and timelines set forth in the Disaster Recovery and Business Continuity Plan, from the time of the initial disruption to service, or Contractor declares more than two (2) disasters in any twelve (12) month period, Authorized Purchaser may declare Contractor to be in default of the Contract and Authorized Purchaser may seek

alternate services, which would have otherwise been provided under the Contract, from another source. Contractor shall reimburse Authorized Purchaser for all costs reasonably incurred by Authorized Purchaser in obtaining such alternative services, with payment to be made within thirty (30) days of Authorized Purchaser's written request for such payments.

Contractor shall provide off-site storage on a weekly basis of all backup disks, data or materials of any type whatsoever produced in whole or in part in connection with or related to the performance by Contractor of its obligations under the Contract (including without limitation discs, tapes, other storage media, work papers and partial drafts of documentation code).

16.18. Integration. The Contract including the Agreement and its Exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding the Contract.

16.19. No Partnership. The Contract is not intended, and shall not be construed, to create a partnership or joint venture between Authorized Purchaser and Contractor. Nothing in the Contract shall be construed to make Authorized Purchaser and Contractor partners or joint venture participants.

16.20. Anti-Discrimination. Contractor certifies that Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor shall maintain such policy and practice in force during the entire Contract term.

16.21. Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section is a material term of this Contract, and Contractor's failure to comply constitutes a breach entitling the State to terminate this Contract for cause.

16.22. Discussion of Compensation. As required by ORS 279B.235, Contractor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

16.23. Compliance with Tax Laws. The individual signing on behalf of Contractor certifies under penalty of perjury that to the best of the signatory's knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation: i) Any state taxes administered by the Oregon Department of Revenue (DOR) under the tax laws of this state and local taxes administered by DOR under ORS 305.620; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

EXHIBIT B

SCHEDULE OF SERVICES AND COMPENSATION

Description of Service

- A.** Provide secure electronic records management application and hosting and secure transport. Service shall include use of the OpenText Content Manager (CM), or any successor versions brought into effect by the third-party software owner during the term of this Agreement, continually compliant software. (The compliant software must be hosted on Contractor's maintained redundant, load balanced, and high-availability infrastructure in an appropriately hardened and secured data center environment that meets the standards of a Tier Two Data Center). All data storage shall be managed such that corrupt or missing data can be recovered in less than 2 hours and backed up and transported securely to a secure offsite location for disaster recovery.
- B.** Services shall meet the general requirements listed below and must address attachment size or any other known limits.

The standard Services listed below shall be included in the per User price. Contractor may provide and list additional options.

Standard Service to include:

- Use of ORMS Software
- ORMS Software configuration and administration set up
- Integration with Outlook
- Project Management
- 24X7 Helpdesk support
- User and administrative training
- User documentation
- 10 GB of data storage per User, or more if selected in the Subscription Services Contract.
- 1 GB of data transfer per User per month
- Direct billing to Authorized Purchaser
- Acceptable Service Levels
-
- A public web service shall be provided by Contractor as a standard service.
- If future ORMS Software owner OpenText ORMS Software upgrades require re-customization of WebDrawer, each Authorized Purchaser Agency shall pay a pro-rata share of the total cost of such re-customization, based on the number of each Authorized Purchaser's Users. Only Authorized Purchasers with effective Subscription Services

Contract (Exhibit D) prior to execution of this amendment will have the option to decline to pay the costs of such re-customization.

- Authorized Purchasers requesting individual customization to WebDrawer shall submit a Non-Subscription Services Contract (Exhibit E). If upon notification of the requested changes, there are no objections from the other Authorized Purchasers, then the requested changes would be included in the standard version of the WebDrawer and the requesting Authorized Purchaser will bear the cost of the customization. If there is objection from an Authorized Purchaser, the requesting Authorized Purchaser may request an individual instance of WebDrawer and will bear the cost of the customization.

The data storage per User and the 1 GB of data transfer per User per month amounts will be metered at the Authorized Purchaser level rather than the User level. These amounts are based on an average of standard user disk space and data transfer required; after the one-time initial data transfer upon implementing ORMS.

Inquiry-Only User Services – Inclusions and Exclusions:

A. *Included* Services for Inquiry-Only Users

- i. Application configuration and administrative set up by State Archives Division as *Inquiry-Only Users*
- ii. Inquiry / view-only access to agency records to which User has authorized access (per access controls set for user type)
- iii. State Archives Division or Contractor will include in the Agency Trainer Training how the Agency Trainers will support Inquiry-Only Users

B. *Excluded* Services for Inquiry Only Users

- i. Project Management
- ii. 24 x 7 Helpdesk Support (available ONLY to full Subscription-Services Users)
 1. For support, inquiry users must contact their Agency Trainers
 2. If Agency Trainer cannot resolve issue for inquiry-only user, Agency Trainer may enter an ORMS Helpdesk ticket
- iii. Ability to add/edit/delete metadata or records
- iv. User and admin training by State Archives Division or Contractor
- v. Data storage Additional storage
- vi. Inquiry-Only User Not Eligible to Serve as Authorized Purchaser's Agency Trainer
- vii. Data transfer
- viii. Retention schedule prep, classification structure development and additional training
- ix. Additional Environment
- x. Usage, Storage, Status or Billing-Related Reports
- xi. Ability to generate reports in ORMS / CM
- xii. Rebates

Suggested Additional Services:

- Additional application integration
- Additional Project Management
- Additional hosting
- Additional user training
- Additional Help Desk Services

Hosting Solution provides:

A Tier II or higher Data Center, including, at a minimum:

- Physical, electronic and biometric security which meets the Oregon Department of Administrative Services Standards
- Acceptable availability and scalability for up to 100,000 users
- Windows application servers
- Redundancy built at all levels
- Adequate HVAC cooling to scale to statewide service
- Redundant ISP's with acceptable connectivity and speed
- Freeway and airport accessibility
- 24X7 infrastructure monitoring and support
- Located in a no flood zone, within the continental United States.

The data center must be located in a an area that is projected to experience a less than 20% peak ground acceleration as indicated on the Oregon Department of Geology and Mineral Industries 'Earthquake Hazard Maps for Oregon:

<https://pubs.oregon.gov/dogami/gms/GMS-100.pdf>

Solution must also include:

- A costing model which provides economy of scale to lower subscription fees with increased number of users.

Proposed SaaS and Proposers Ability to Execute

- The SaaS proposed must be able to manage across multiple repositories. The SaaS proposed must be scalable to 100,000 + users.
- The SaaS proposed must be able to be integrated with Microsoft Outlook mail systems as well as SharePoint.
- The SaaS proposed must support and be compatible with the State's classification and scheduling system and record retention laws.
- The ORMS Software component of the proposed solution, which will manage electronic records, must be certified against [Oregon Administrative Rule, Chapter 166, Division 17 requirements for electronic records](https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=559) (<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=559>) and remain certified through the life of the contract.

- The preferred server technology is Windows Application Server, Microsoft or Oracle database and integration with Microsoft Office.

C. Migration Support/Implementation Plan

Contractor shall provide a proven set of migration processes and tools to convert existing documents and email to the ORMS SaaS services. The existing Authorized Purchaser's email services include but are not limited to Lotus Notes, hosted Exchange server, and POP3-based emails.

Contractor shall implement its transition plan for the first pilot agency with at least 1,000 users and 25 offices located across the State including a high-level project schedule and roll-out plan. Contractor shall work with the Secretary's Archivist to bring in future agencies once the pilot is successful.

Contractor shall provide optional additional migration services as requested by Authorized Purchaser.

D. Authorized Purchaser Administrative Capability

Contractor shall include administrative access to Authorized Purchaser with the following minimum features:

- Authorized Purchaser's administrator(s) responsible for account administration (Move/Add/Change)
- Authorized Purchaser's administrator(s) can request assistance in using the ORMS tool and recovering documents if necessary
- Ad hoc per-user volume & storage usage reporting
- Authorized Purchaser's aggregate storage allocation & current consumption reporting
- Administrative abilities shall be able to be segregated by Authorized Purchaser

E. Archival and E-Discovery

Contractor shall meet the State's Records Management and Retention rules ([Oregon Secretary of State Administrative Rules](#)). Services shall include retention and e-discovery capability.

F. Record Security

In recognition of the sensitive nature of the information handled by Authorized Purchasers, Contractor shall ensure Authorized Purchaser's records are transported, stored, and accessed in a secure manner. Contractor shall abide by the following:

State's Security Plan and Standards: <https://www.oregon.gov/eis/cyber-security-services/Documents/eis-css-statewide-information-security-program-plan.pdf>

State Information Security Policies:

<https://www.oregon.gov/eis/Pages/policies.aspx>

The Oregon Consumer Identity Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.

At Authorized Purchaser's request, segregated data storage will be provided.

Requirements include the following at a minimum:

- Transport of records between Contractor's hosting site must be strongly encrypted
- All Authorized Purchaser's access to records at Contractor's site must be strongly encrypted
- Authorized Purchaser's access to records at Contractor's shall be strongly authenticated (e.g. secure token, certificate, PIN, etc.)
 - Prefer to use Authorized Purchaser's domain authentication.
- Access to records at Contractor's only from strongly authenticated users as defined in Enterprise Information Security Standard for the State of Oregon 1.1 "Authentication Standards". Authorized Purchaser's records are protected from unauthorized access from:
 - Contractor's other hosted customers and clients
 - Contractor's business partners and contractors of customers and clients
 - Contractor's administrative personnel
 - Internet users, general public
 - Unauthorized agency employees, contractors, and business partners
 - Unauthorized State of Oregon employees, contractors and business partners
- Authorized Purchaser's records will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.

G. Service Level and Remedies.

Service availability shall be a minimum of 99.7% measured on a monthly basis. Record retrieval delivery time shall be three minutes or less, 95%, measured on a monthly basis. Record retrieval delivery time shall be measured at the server end between the ORMS workgroup server and database at Synergy Data Center.

Provide 24 hours per day / 7 days per week / 365 days per year service support.

Remedies:

Measure	Performance (Monthly)	Remedy (Credit) per Month
Availability	99.7%	Monthly Fee x # of affected seats
Record Retrieval Time	95%	Monthly Fee x # of affected seats

Contractor shall provide a Statement of Compliance with the Service Level and Remedies identified above.

H. Other Requirements.

Reporting.

Contractor shall at a minimum provide the following reports:

- Usage reports, e.g., who (Agency) is using the ORMS system (sizes, frequencies, etc.)
- Storage reports, e.g., who is using what kind of storage.
- Status reports, e.g., to measure if service meets SLA.
- Billing-related reports, e.g., fee per usage by Agency, departments, etc.
- Issue escalation process training.

The frequency of reports will be determined by the Secretary and each Authorized Purchaser.

Training

Contractor shall provide at a minimum the following training and associated materials:

- User and Administrative training
- Issue escalation related training such as using Proposer’s defect tracking system, escalation process, etc.
- Billing-related training, e.g., ordering of additional services, resolve billing questions, etc.

Support

Contractor shall provide a clearly defined support process that includes at a minimum the following:

1. Support triage model
2. Support request status
3. Service upgrade roadmap
4. User panel

5. Escalation process
6. Personal distribution list capability
7. Contact List
8. Disaster/business continuity capability
9. Migration planning and services, tools, training
10. Overview of Proposer's business (Length of time offering requested services, number and churn rate of clients, migration references)
11. Proposer's operational processes (ISOxxxx, ITIL, etc)
 - a. Configuration & change management
 - b. Network security administration
 - c. System administration
 - d. External certification/auditing for infrastructure compliance
12. Virus protection (including process to keep current in perpetuity)
13. Email clients and other applications supported
14. Browsers supported (for remote access & administrative access)
15. Description of datacenter(s), type classification, geographic redundancy, certifications, square footage, ownership, number servers, etc.
16. Service Performance
 - a. SLA & nonperformance penalties
 - b. Operational Key Performance Metrics (Network/server utilization, etc.)
17. Authorized Purchaser authentication required for access to accounts
18. Service termination
 - a. Clearly defined service termination process
 - b. Record protection plan
19. Help Desk
20. Information security incident response process

I. Pricing:

Small agency Implementation Option: If an Authorized Purchaser with fewer than 10 total users wants to participate in the Oregon Records Management Solution (ORMS), upfront costs may apply. Applicable upfront/set up costs to implement Subscription (Standard) Services may be invoiced to the Authorized Purchaser for work including but not limited to establishing secure connectivity to the ORMS Data Store hosted at Synergy Data Center, setting up user authentication for ORMS Software and system configuration, training and other services. Upfront billable services will be agreed to by all parties involved prior to the provision of those services.

Authorized Purchasers will make payment according to the compensation rates as defined in their executed Exhibits(s) D or E, as may be applicable.

Payment option #1:

Authorized Purchaser shall pay Contractor a monthly fee based on the number of Users for Authorized Purchaser. The rate per User per month is specified in the following table:

Number of Users	Cost per Month per User	Monthly Rebate Per User
2,000	\$38.87	\$9.20
3,000	\$38.87	\$9.20
4,000	\$31.23	\$5.11
5,000	\$27.99	\$3.07
6,000	\$25.26	
7,000	\$22.69	
8,000	\$20.60	
9,000	\$19.75	
10,000	\$18.41	
11,000	\$17.38	
12,000	\$16.50	
13,000	\$15.41	
14,000	\$14.72	
15,000	\$14.23	
16,000	\$13.17	
17,000	\$12.56	
18,000	\$12.01	
19,000	\$11.54	
20,000	\$11.07	

For the purpose of establishing the User cost per month for payment option #1, the number of Users is the cumulative number of users of all Authorized Purchasers that have executed a subscription services contract with Contractor pursuant to the MSA.

Rebates: The first 5,000 Users will begin receiving a rebate (in the form of reduced monthly billings) when the total number of combined Users exceeds 20,000. The number of months that the Authorized Purchasers will receive the rebate will be equal to the number of months that the initial Users paid the higher rate. The amount of the rebate is specified in the table in Section 3 of this Contract. Authorized Purchasers that select payment option #2 and #3 are not eligible for rebates as described in this paragraph.

Payment option #2:

Authorized Purchaser may purchase a minimum of 300 Users at the rate of \$25.26 per User per month.

Payment option #3:

Authorized Purchaser may purchase Inquiry-Only User Type. Pricing for the Inquiry-Only User Type will be 50% of the monthly user fee with the lowest price at \$11.06. Authorized Purchaser MUST commit to and implement the minimum number of (10) full subscription Services Users in order to add Inquiry-Only Users. Authorized Purchaser must have signed the Acceptance of Services prior to adding Inquiry-Only Users.

If the Authorized Purchaser exceeds 10 GB of data storage per User and 1 GB of data transfer per User per month the cost for those Additional Services are:

- ☐ \$7.35 per 10GB of additional storage per month
- ☐ \$1.26 per 1 GB of additional data transfer per month

Additional Data Storage Pricing Options:

If Authorized Purchaser requires a higher data allocation than 10GB of storage per user, then Authorized Purchaser may elect one of the following pricing options:

- ☐ \$60.38 per 100 GB of additional storage per month
- ☐ \$525 per 1 TB per month.

Rates reflected in this section are effective July 1, 2025, and will increase 1.5% each year thereafter.

Exhibit C**INSURANCE**

Contractor shall obtain at Contractor's expense the insurance specified in this **Exhibit C** prior to performing under this Contract. Contractor shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, and as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage must be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Contractor maintains broader coverage or higher limits than the minimums shown in this insurance requirement exhibit, Agency is entitled to the broader coverage and higher limits maintained by Contractor.

1. REQUIRED INSURANCE**1.1 Workers' Compensation and Employers' Liability.**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and require and ensure that each of its out-of-state subcontractors complies with these requirements.

1.2 Professional Liability.

Contractor shall provide Technology Errors & Omissions Insurance in an amount of not less than \$5,000,000 per claim covering Contractor's liability arising from acts, errors or omissions in rendering or failing to render computer or information technology services, including the failure of technology products to perform the intended function or serve the intended purpose as set forth in this Contract. This insurance must include coverage for violation of intellectual property rights including trademark and software copyright, privacy liability, the failure of computer or network security to prevent a computer or network attack, misrepresentations, and

unauthorized access or use of computer system or networks. This insurance must also include coverage for unauthorized disclosure, access, or use of Agency Data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format. Coverage must extend to Business Associates (if applicable) and independent contractors providing Services on behalf of or at the direction of Contractor.

1.3 Commercial General Liability.

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

1. Automobile Liability Insurance.

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence the policy includes a business use endorsement is provided.

2. EXCESS/UMBRELLA INSURANCE.

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

3. ADDITIONAL INSURED.

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's

activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State requires additional insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

4. WAIVER OF SUBROGATION.

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

5. CONTINUOUS CLAIMS MADE COVERAGE.

If any of the required liability insurance provided is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

6. CERTIFICATE(S) AND PROOF OF INSURANCE.

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods or performing any Services required under this Contract. The Certificate(s) must list the State of Oregon Secretary of State, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured as specified in this exhibit. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

7. NOTICE OF CHANGE OR CANCELLATION.

Contractor or its insurer shall endeavor to provide at least 30 (thirty) Calendar Days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

8. INSURANCE REQUIREMENT REVIEW.

Contractor agrees to periodic review of insurance requirements by Agency under this Contract and to meet updated requirements as agreed upon by Contractor and Agency.

9. STATE ACCEPTANCE.

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D
SUBSCRIPTION SERVICES CONTRACT

This Subscription Services Contract Number ORMS – _____ (“Contract”) is effective the date this Contract has been fully executed by each party and approved as required by applicable law (“Contract Effective Date”) between Chaves Consulting, Inc. (“Contractor”) and _____ (“Authorized Purchaser”).

THIS CONTRACT IS ENTERED INTO PURSUANT TO MASTER SOFTWARE AS A SERVICE AGREEMENT #0486 (the “MSA”) AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH THEREIN. THE TERMS AND CONDITIONS OF THE MSA ARE INCORPORATED HEREIN BY REFERENCE AND APPLY TO THIS CONTRACT AND TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

Authorized Purchaser Contact information:

Authorized Purchaser:

Contact Name:

Address:

Phone:

Email Address:

Invoices shall be sent to:

Contact Name:

Address:

Phone:

Email Address:

1. Subscription Services

The Contractor will provide to the Authorized Purchaser all required services listed in Exhibit B which includes: access to and use of the ORMS Software, data hosting and storage, and helpdesk support services. The State Archives Division or Contractor will provide the training for using ORMS. The Contractor may provide training to other ORMS Software

integrations.

Inquiry-Only Users Services are defined in Exhibit B to the MSA; Inquiry-Only Services do not include the full range of Subscription Services listed above.

Services shall be deemed to commence on the date that: (1) the Authorized Purchaser has access either to the ORMS Software production or quality assurance (QA) environment, to data hosting, storage and helpdesk support; and (2) the Authorized Purchaser's initial Users have been provided Phase 1 initial implementation training as specified in the ORMS Training Plan.

2. Roles of the Authorized Purchaser and the State Archives Division

The Authorized Purchaser agrees to enter this fully executed Contract in the State of Oregon's eProcurement system, OregonBuys, under Agreement number 0486.

The State Archives Division will work with Authorized Purchaser in order to set milestones such as the number of initial Users, projected total users upon full Authorized Purchaser implementation, and due date for full implementation.

In the event that the Authorized Purchaser is not able to meet a specific milestone date, the Authorized Purchaser shall notify both the State Archives Division and Contractor.

The notification must be given in writing before the proposed milestone date stating the reason the date cannot be met and the Authorized Purchaser will not be subject to any penalty charges.

3. Subscription Fee and Payment Schedule

Authorized Purchaser agrees to a minimum of _____ Users per month. Authorized Purchaser agrees to payment option #__ as defined in Exhibit B of the MSA.

The initial invoice shall be issued on the 1st day of the month immediately following the Acceptance of Initial Deliverables described in Section 5 of this Contract.

Invoices shall be issued on the 1st day of the month of the current calendar month in which the

Subscription Services will be provided. All undisputed, timely and valid invoices are due in full 15 days after receipt by Authorized Purchaser.

Default by Non-Payment: Authorized Purchaser shall not delay payment of monthly User fees based on a dispute or claim relating to Non-Subscription Services.

If Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of the Contract and fails to cure such failure within 45 business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice, Authorized Purchaser shall be in default under Exhibit A, Section 10.2 of the MSA.

Rates reflected in Exhibit B, Section I. Pricing is effective July 1, 2025, and will increase 1.5% each year thereafter.

4. Additional Users

During the term of this Contract, Authorized Purchaser may add additional Users at any time. The monthly installment fee for payment option #1 will be set according to the table in Exhibit B, Section I for each additional User commencing on the day the additional Users are specified by Authorized Purchaser. Additional Users under payment option #2 shall be invoiced according to the rate in Exhibit B, Section I, Payment option #2. Additional Inquiry-Only Users under payment option #3 shall be invoiced according to the rate in Exhibit B, Section I, Payment option #3. Additional Users and additional Inquiry-Only Users may be requested from an Authorized Purchaser, via email, to the ORMS helpdesk.

5. Authorized Purchaser Acceptance

Contractor shall commence the Services and provide Deliverables as set forth in the Contract. Within ten (10) business days after the commencement of Services, Contractor shall provide Authorized Purchaser with an Acceptance of Initial Deliverables Question and Answer Form that is reasonably constructed to test the ability of the Subscription Services and associated ORMS Software applications, as implemented by Contractor, to produce the results and other Deliverables specified in this Contract. The Authorized Purchaser shall complete and return this form to Contractor within ten (10) business days as initial acceptance of Deliverables to date; a non-response shall be deemed as an acceptance of initial Deliverables.

Authorized Purchaser may accept the proposed acceptance test as recommended or modify it as Authorized Purchaser deems reasonable. Contractor shall provide Authorized Purchaser

with access to the Subscription Services on or before the commencement date described in Section 1 of this Contract and the implementation schedule agreed to by Authorized Purchaser, the State Archives Division and Contractor. On the transition date, Contractor shall assume responsibility for providing ongoing Subscription Services.

Upon the conclusion of any consecutive forty-five (45) day period of production processing from the transition date as specified in Section 10 of this Contract, when all Service Levels have been met successfully, the Subscription Services shall be deemed accepted in full. Authorized Purchaser will acknowledge completion of this milestone by written notification to Contractor. Nothing contained in this Section 5 or any other provision of this Contract shall be deemed to prevent Authorized Purchaser from using any portion of the Subscription Services in a live environment for productive processing, and any such use shall not alter, amend or modify any of Contractor's obligations pursuant to the Contract.

6. Period of Performance

The period of performance of this Contract shall commence on the Contract Effective Date and shall continue for a period of 12 months plus the interim period between the effective date and the date of acceptance (the "Initial Period"). Thereafter, unless Authorized Purchaser notifies Contractor in writing, this Contract shall automatically be renewed annually for additional 12-month periods (each a "Renewal Period").

7. Consulting, Implementation, Training and Support Services

Contractor shall provide the consulting, implementation, training and support services related to the Subscription Services as set forth in Section 5 of the MSA.

Inquiry-Only User Services include application configuration and administrative set up by Contractor and SoS.

8. Security Procedures

Contractor shall define certain policies and procedures that it shall have in place in order to provide the level of security associated with the Subscription Services and with the Service Levels set forth in Section 12. These policies and procedures shall be updated by Contractor from time to time to reflect updated Department of Administrative Services Security Standards, emerging technologies, business practices and Internet-related issues. Contractor shall provide written notice to Authorized Purchaser of any changes made to its security

policies and procedures within ten (10) days of such changes, and updated policies and procedures shall be distributed through ORMS Support (Helpdesk).

9. Specifications and Minimum Technical Requirements

Contractor warrants that the minimum technical requirements for access to and operation of ORMS Software are updated and available upon Authorized Purchaser request.

If future releases of ORMS Software require use of newer versions of any client application or change in any client application configuration, Contractor shall provide 15 - 45 days (depending on the kind of change and its impact) written notice to Authorized Purchaser prior to the general release of that ORMS Software Version.

10. Transition

Contractor and the State Archives Division shall assist in developing a transition plan that is approved by Authorized Purchaser. Subscription Services shall be transitioned and in production, as accepted by Authorized Purchaser, within thirty (30) calendar days from the Schedule Effective Date.

11. Transition Remedy

In the event that Contractor fails to meet the date for the completion of the transition into production of the Subscription Services, Contractor shall credit Authorized Purchaser one percent (1%) of the monthly Service fees for every business day the transition is late. If Contractor misses the target date by more than thirty (30) days, Contractor shall be deemed to be in material breach of the Agreement.

If Authorized Purchaser does not meet its obligations as identified in the transition plan provided by Contractor and Authorized Purchaser is the sole cause of a delay in the project, the transition milestone target dates shall be extended for the same amount of time as the delay. Contractor shall promptly notify the Authorized Purchaser Program Manager, in writing, of any delay in the project schedule as a result of Authorized Purchaser's failure to meet any of its obligations identified above. If Contractor fails to notify Authorized Purchaser of any such Authorized Purchaser failure to meet its obligations, Authorized Purchaser shall be conclusively presumed under the Contract to have met its obligations, and consequently, Contractor shall not be entitled to rely on such delay to excuse it from meeting the milestone target dates.

12. Service Levels and Remedies

12.1 Security Service Level.

Contractor represents and warrants that Contractor shall provide Record Security as specified in Exhibit B, Section F. of the MSA.

The required security processes may include, but are not limited to, the following:

- (i) Contractor shall have staff on duty and at its site 24x7 and capable of identifying, categorizing, and responding to a security incident.
- (ii) Contractor shall notify Authorized Purchaser of any new potential security vulnerability within four (4) hours of discovery. This notification shall include the probable risks associated with the vulnerability.
- (iii) Contractor shall implement a security fix across the application within four (4) hours of approval from Authorized Purchaser.
- (iv) Contractor shall notify the Authorized Purchaser Program Manager within fifteen (15) minutes if Contractor believes that an attack is in process.
- (v) Contractor shall shut down ALL access to the ORMS Software or any component of it associated with the Subscription Services within fifteen (15) minutes upon request of the Authorized Purchaser Program Manager or officer of Authorized Purchaser.
- (vi) Contractor shall assist Authorized Purchaser in preparing written responses to audit requirements or findings without charge.
- (vii) After both the conclusion of the pilot period and the total number of active users remains at a minimum of 2,000 or more users per Section 8a of the MSA, Contractor must conduct and pass a SAS 70 Type II Audit every twelve (12) months during the term of this Contract. The first audit shall be performed by an independent CPA firm within twelve (12) months of the state meeting its commitment to the 2,000-user minimum; subsequent annual audit reviews shall be performed by the Contractor according to the auditor's recommended process and results shall be provide to the State and, upon request, to

Authorized Purchasers. Failure by Contractor to pass the audit or to provide the audit results to Authorized Purchaser within fifteen (15) days after receiving the results from the auditor shall constitute a material breach of the MSA.

12.2 **Record Retrieval Time Service Level.**

Contractor represents and warrants that Contractor shall provide Record Retrieval Delivery Time Levels in the ORMS Software server environment as set forth in Exhibit B, Section G. of the MSA, as amended. Record retrieval delivery time shall be measured at the server end between the ORMS workgroup server and database at Synergy Data Center.

Contractor represents and warrants that the above performance Service Levels shall be valid with up to 20,000 Users using the application at any given time.

If the Record Retrieval Delivery Time Level of 3 minutes or less falls below 95% in any month, Authorized Purchaser shall be entitled to a credit on that month’s bill for Subscription Services according to the table in Exhibit B, Section G. of the MSA, as amended.

12.3 **Subscription Services Availability Service Level.**

Contractor represents and warrants that the Subscription Services shall be available as specified in Exhibit B, Section G. of the MSA, as amended.

Service Availability shall be measured on a 7 x 24 basis (7 days a week, 24 hours per day).

If the Subscription Services availability percentage falls below 99.7% in any month, Authorized Purchaser shall be entitled to a credit on that month’s bill for Subscription Services according to the table below based on the then-current cumulative number of all Authorized Purchaser Users, and the amount of the credit calculated according to Exhibit B, Section G.

A. Scale based on 20,000 users or more.

Availability Percentage	Percentage of Credit
-------------------------	----------------------

99.60% to 99.69%	10%
99.50% to 99.59%	20%
99.0% to 99.49%	30%
97.0% to 98.99%	50%
Below 97.00%	75%

B. Scale based on 19,999 users or less.

Availability Percentage	Percentage of Credit
99.00% to 99.69%	10%
98.50% to 98.99%	20%
98.00% to 98.49%	30%
97.00% to 97.99%	50%
Below 97.0%	75%

12.4 Performance and Availability Scalability.

Contractor represents and warrants that the performance and availability Service Levels in Sections 12.2 and 12.3 above shall be valid and applicable with a concurrent User increase of up to 20,000 Users.

12.5 Notifications to Authorized Purchaser.

Contractor shall provide proactive notifications to Authorized Purchaser regarding scheduled system-maintenance downtime and system upgrades and enhancements. Contractor shall provide Authorized Purchaser with at least seven (7) calendar days’ prior written notice of any scheduled outages; such notices shall include the date of the outage and the start and stop times of the outage.

Scheduled upgrades and enhancements shall be provided between the hours of 8:00 p.m. and 6:00 a.m. Monday through Friday, or during weekends and Federal holidays, with the exception of emergency security patches.

12.6 Additional Environment.

Contractor will provide an additional environment at no additional charge for Authorized Purchaser's testing and training purposes, without limitation. Authorized Purchaser agrees not to use the additional environment for production purposes.

12.7 Support and Error Resolution.

Contractor shall establish and maintain the organization and processes necessary to provide support and error-resolution services to Authorized Purchaser. Contractor shall provide support and error-resolution services on a twenty-four (24) hours a day, seven (7) days a week basis. Authorized Purchaser's ORMS Users shall contact the ORMS Support Desk, which shall be staffed by on-site, on-duty Support staff during regular business hours from 7:00 a.m. to 5:00 p.m. Monday through Friday, excluding weekends and Federal holidays. Outside of regular business hours, Users may call the ORMS Support Desk and leave a message for on-call staff, who shall respond according to the priority levels specified in this Section.

Upon receipt of telephone or written notice from the Authorized Purchaser specifying a problem, and upon receipt of such additional information as Contractor may request, Contractor shall respond as described below to resolve reported and reproducible errors in the Subscription Services or SaaS ORMS Software, so that the application operates as specified in this Contract. Contractor shall determine the priority level in accordance with the following protocols:

- (i) **SEVERITY 1 – CRITICAL BUSINESS IMPACT.** The production use of the Subscription Services is stopped or so severely impacted that the Authorized Purchaser cannot reasonably continue work; requires round-the-clock attention until the problem is resolved (a "Severity 1 Error").
 - a. Contractor shall begin work on the error within fifteen (15) minutes of notification;
 - b. Contractor shall engage development staff until the problem is circumvented or corrected; and
 - c. Contractor shall provide Authorized Purchaser with ongoing communication on the status of the problem resolution.

- (ii) **SEVERITY 2 – SIGNIFICANT BUSINESS IMPACT.** A high-impact problem is affecting Service Levels or materially impacting Authorized Purchaser’s use of the Subscription Services. Problem resolution shall be initiated within sixty (60) minutes, and the resolution of these problems requires serious and sustained attention during normal business hours (8:00 am to 5:00 pm, Pacific time, Monday through Friday, exclusive of State holidays) until the problems are circumvented or corrected (a “Severity 2 Error”).
 - a. Contractor shall begin work on the error within sixty (60) minutes of notification;
 - b. Contractor shall engage development staff until the problem is circumvented or corrected; and
 - c. Contractor shall provide Authorized Purchaser with ongoing communication on the status of the problem resolution.

- (iii) **SEVERITY 3 – SOME BUSINESS IMPACT.** This includes problems of general work- queue type and that do not come within the definitions of Severity 1 Error or Severity 2 Error. These problems shall be addressed after Severity 1 Errors and Severity 2 Errors have been corrected and may be pursued during normal business hours on a resources-available basis (a “Severity 3 Error”).
 - a. Contractor shall begin work on the error within one (1) day of notification; and
 - b. Contractor shall engage development staff to provide a workaround and to resolve the problem as soon as possible after notification by Authorized Purchaser.

- (iv) **SEVERITY 4 – MINIMUM BUSINESS IMPACT.** Authorized Purchaser requests information, an enhancement, or documentation clarification regarding the Subscription Services or SaaS ORMS Software but there is no impact on the operation of the Subscription Services or SaaS ORMS Software. The implementation or production use of the Subscription Services or SaaS ORMS Software is continuing and there is no work being impeded at the time (a “Severity 4 Error”).
 - a. Contractor shall provide a response regarding the requested information or documentation clarification within two (2) days of notification by Authorized Purchaser; and
 - b. Contractor shall consider enhancements for inclusion in a subsequent update to the Subscription Services, SaaS ORMS Software or Documentation.

13. Termination and Transition Assistance

Authorized Purchaser may terminate this Contract as provided in Exhibit A, Section 12, of the MSA. Contractor may terminate this Contract as provided in Exhibit A, Section 12.3, of the MSA.

BY EXECUTING THIS CONTRACT, THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

AUTHORIZED PURCHASER

CONTRACTOR

By: _____

By: _____

Name: _____

Name: Richard T. Chaves

Title: _____

Title: President, Chaves Consulting

Date: _____

Date: _____

SECRETARY OF STATE CONTRACT ADMINISTRATOR

By: _____

Date: _____

EXHIBIT E
NON-SUBSCRIPTION SERVICES CONTRACT

This Non-Subscription Services Contract Number _____ (Chaves Consulting NS-XXX), (“Contract”) is effective xxxx xx, xxxx (“Contract Effective Date”) between Chaves Consulting, Inc. (“Contractor”) and _____ (“Authorized Purchaser”).

THIS CONTRACT IS ENTERED INTO PURSUANT TO AGREEMENT # 0486 AS AMENDED AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH THEREIN. THE TERMS AND CONDITIONS OF THE AGREEMENT APPLY TO THIS CONTRACT AND TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

This Contract addresses the specific terms and conditions relating to the Non-subscription Services to be provided by Contractor:

1. Services to be performed:

- 1.1 Description of Non-subscription Services – *All services in addition to those listed in Exhibit B section b <<Standard Services >>.*
- 1.2 Contractor’s Responsibilities and Tasks
- 1.3 Transition Process, Timeline and Milestones
- 1.4 Deliverables and Due Dates
- 1.5 Acceptance Specifications
- 1.6 Service Levels – Set forth any Service Levels applicable to the Non-subscription Services
- 1.7 Duration of Project or Ongoing Services

2. Term of the Contract:

3. Sites to be Supported:

4. Pricing: Specify pricing for all Non-subscription Services incorporating all pricing options as appropriate.

5. Reports to be Provided:

Contractor shall provide a written report upon completion to Authorized Purchaser as to project status and services delivered within 10 days of completion of the non-subscription services described above. Reports may be delivered in either written or electronic format.

6. Invoicing Requirements:

7. Authorized Purchaser Responsibilities:

8. Other Specifications:

Project Managers: - All contact persons

Authorized Purchaser Project Manager

Contractor Project Manager

Name:

Name:

Phone Number:

Phone:

E-Mail:

E-Mail:

Address:

Address:

BY EXECUTING THIS CONTRACT, THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

AUTHORIZED PURCHASER

By: _____

By: _____

Name: Richard T. Chaves

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

**EXHIBIT F
RESERVED**

**EXHIBIT G
CONTRACTOR DATA AND CERTIFICATION**

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620; (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

Federal Tax Number 93-1232423

Oregon Tax Number 00976194-7

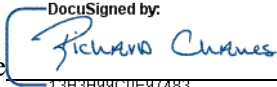
Contractor Signature  Date: 11/17/2025

EXHIBIT H
INDEPENDENT CONTRACTOR CERTIFICATION

The undersigned certifies that Contractor meets the following standards:

1. Contractor is registered under ORS chapter 701 to provide labor or services for which such registration is required.
2. Contractor has filed federal and state income tax returns in the name of Contractor's firm or a business or a business Schedule C as part of the personal income tax return, for the previous year, or Contractor expects to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
3. Contractor shall furnish the tools or equipment necessary for the contracted labor or services.
4. Contractor has the authority to hire and fire employees who perform the labor or services.
5. Contractor represents to the public that the labor or services are to be provided by Contractor's independently established business and that at least four (4) or more of the following circumstances exist.
 - A. The labor or services are primarily carried out at a location that is separate from Contractor's residence or is primarily carried out in a specific portion of Contractor's residence, which is set aside as the location of the business.
 - B. Commercial advertising or business cards are purchased for the business, or Contractor has a trade association membership.
 - C. Telephone listing used for the business is separate from the personal residence listing.
 - D. Labor or services are performed only pursuant to written contracts.
 - E. Labor or services are performed for two or more different persons within a period of one year.
 - F. Contractor assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

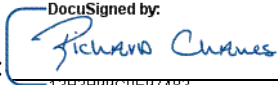
Contractor Signature:  Date: 11/17/2025

EXHIBIT I

REQUEST FOR PROPOSAL, RFP # I02-1752-10
Incorporated by this reference

EXHIBIT J

INDEPENDENT CONTRACTOR CERTIFICATION
CONTRACTOR'S PROPOSAL

EXHIBIT K

Contractor's Contact Information

Contract Administrator/ Authorized Representative:

Richard Chaves, President
1650 Dewey Avenue
PO Box 886
Baker City, OR 97814
Phone: (800) 435-4633
Email: richard@chavesconsulting.com

Account Billing:

Julie J. Ritch, Chief Operations Officer
1650 Dewey Avenue
PO Box 886
Baker City, OR 97814
Phone: (541) 403-0710
Email: Julie@chavesconsulting.com

EXHIBIT L
SoS Contact Information

Authorized Representative:

Stephanie Clark, State Archivist
Oregon Secretary of State
255 Capital Street NE Ste 126
Salem, OR 97301
Phone: (503) 378-8161
Email: stephanie.clark@sos.oregon.gov

Contract Administrator:

Matthew Brown, Oregon Electronic Records Management Program Administrator
Oregon Secretary of State
255 Capital Street NE Ste 126
Salem, OR 97301
Phone: (971) 900-9954
Email: matthew.g.brown@sos.oregon.gov

State Agreement Administrator:

Stephanie Lemhouse, Senior Procurement & Contracts Administrator
Oregon Secretary of State
255 Capital Street NE Ste 126
Salem, OR 97301
Phone: (971) 600-6269
Email: purchasing.sos@sos.oregon.gov

From: [Jase Madsen](#)
To: [Paul Johnson](#)
Date: Tuesday, January 13, 2026 1:48:08 PM
Attachments: [image001.png](#)
[ORMS MSA 0486 Amendment 22.pdf](#)

Hi Paul,

Thank you for your time today to discuss ORMS. In regards to a dataset for storing CJIS information, the following would be the additional costs for that set up.

\$250 per month for up to 25 users in that dataset. Each additional user above 25 would be an additional \$10. The data storage itself would be combined with what we previously discussed.

I am attaching a copy of the Master Services Agreement with SOS that allows an agency to sign up for ORMS without going out to bid. Within this MSA is a section titled Exhibit D. Exhibit D is the Subscription Services Contract that an agency will sign when onboarding with ORMS. I wanted you to be able to see this contract now, but if you do move forward with ORMS we will sign an actual contract after a Needs Assessment with SOS Archives Division.

Thanks!
Jase Madsen
ORMS Product Manager
Chaves Consulting Inc.
541.523.1029 ext105
541.894.7168

On Tue, Jan 13, 2026 at 10:26 AM Paul Johnson <Paul.Johnson@cityoftoledo.org> wrote:

Jase,

That would be great.

Paul E. Johnson

City Recorder/Executive Assistant



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PUBLIC RECORDS LAW DISCLOSURE: This email communication is subject to the State of Oregon Records Retention Schedule and may be made available to the Public.

From: Jase Madsen [mailto:jase@chavesconsulting.com]
Sent: Tuesday, January 13, 2026 10:24 AM
To: Paul Johnson <Paul.Johnson@cityoftoledo.org>
Subject: Re: Oregon Records Management Solution -- ORMS

Hi Paul!

Those are great questions and probably easier to discuss the nuances over a quick call.
Would 1:00 PM work for you?

Thanks,

Jase Madsen

ORMS Product Manager

Chaves Consulting Inc.

541.523.1029 ext105

541.894.7168

On Tue, Jan 13, 2026 at 9:46 AM Paul Johnson <Paul.Johnson@cityoftoledo.org> wrote:

Jase,

Thank you for that information. I have a couple of questions. What amount of storage are average for a city? I am noticing GB for uploads when it could be in the TB range per month of getting all of our info scanned and uploaded. So, what would the cost breakdown be? Extra GB for uploads, or an overarching TB of storage? If I am reading it right, there is an uploading charge and a storage charge?

Thank you.

Paul E. Johnson

City Recorder/Executive Assistant



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PUBLIC RECORDS LAW DISCLOSURE: This email communication is subject to the State of Oregon Records Retention Schedule and may be made available to the Public.

From: Jase Madsen [mailto:jase@chavesconsulting.com]

Sent: Tuesday, January 13, 2026 8:50 AM

To: Paul Johnson <Paul.Johnson@cityoftoledo.org>

Subject: Re: Oregon Records Management Solution -- ORMS

Hi Paul,

I can give you a call after lunch at 1:00 PM today if that works for you? I am attaching a pricing guide to this email so you have that as a reference as well. The base user fee is for 10 licenses and then each additional license beyond 10 is an additional \$38.87 per month.

Thanks!

Jase Madsen

ORMS Product Manager

Chaves Consulting Inc.

541.523.1029 ext105

541.894.7168

On Tue, Jan 13, 2026 at 8:19 AM Paul Johnson <Paul.Johnson@cityoftoledo.org> wrote:

Jase,

I should have mentioned that I would like to visit with you about cost and such as we are presenting to council next week a large upgrade to our website and other things and would like to include a cost estimate for an ERMS with this presentation. Please let me know what we can chat as my schedule is pretty open.

Thanks,

Paul E. Johnson

City Recorder/Executive Assistant



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PUBLIC RECORDS LAW DISCLOSURE: This email communication is subject to the State of Oregon Records Retention Schedule and may be made available to the Public.

From: Jase Madsen [mailto:jase@chavesconsulting.com]

Sent: Tuesday, January 13, 2026 7:51 AM

To: Paul Johnson <Paul.Johnson@cityoftoledo.org>

Subject: Oregon Records Management Solution -- ORMS

Good morning, Paul!

I apologize as I was out of the office yesterday and saw that a call from in from City of Toledo. Kevin Halvorson forwarded your email to me. I am glad to hear that you are

interested in learning more about ORMS!

My name is Jase Madsen, I am the product manager for ORMS. We have monthly introductory webinars regarding ORMS that are a great place to understand more about the solution and see a short demonstration of the software itself. Matt Brown from the Oregon Secretary of State Archives Division is part of the webinar and it is a great place to ask first questions as well.

If you would be interested in attending, our next webinar is Thursday, January 22nd at 10:00 AM. I'm also more than happy to have a call as well. Please let me know if you would like an invitation to the webinar and I will have that sent over.

Have a great day!

Jase Madsen

ORMS Product Manager

541.523.1029 EXT 105

541.894.7168

jase@chavesconsulting.com





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...	January 21, 2026	Approval of Contract with CivicPlus for Website and Associated Technology Upgrades
	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 and authorize the City Manager to execute a contract with CivicPlus for upgrades to the City's website and associated technology.

Background:

The City of Toledo currently maintains a website through a contract with CivicPlus. The website was initially built and hosted by a company called Municode, which was later purchased by CivicPlus. Our current website is a legacy template which is highly outdated.

The City Manager and City Recorder recently engaged in discussions with CivicPlus regarding a website upgrade. They are recommending a transition from the City's current website design to a CivicPlus "Starter Standard" website. Toledo currently spends approximately \$3,200 for its website, and the new website will be \$3,600. Staff also recommends adoption of AudioEye, which is a program to assist visually impaired website visitors navigate the website. Digital support for visually impaired persons has become a focus under the Americans with Disabilities Act (ADA), and non-compliance would be a significant cost to the City; AudioEye is \$3,165.

In addition to the website, staff is recommending adoption of two optional programs that will improve the user experience and create efficiencies for staff. One is NextRequest, a fully integrated program to support Public Records requests. Citizens can submit requests in the system, the program administrator can then assign the request, track response time, create and provide to the requester a link to access the responsive records, and includes a portal for requesters to pay for their records. NextRequest is \$3,823.30. The second recommended program is Agenda Meeting Management (AMM), a fully integrated meeting management program that streamlines the agenda building process and creates user-friendly agendas, agenda packets, and minutes in one place. AMM is \$4,505.

All prices listed above are yearly figures, and will be due in September, the City's annual CivicPlus renewal date, in the 2026-2027 budget year. Due this year is \$4,590 in implementation fees to setup and rollout the new products. Staff recommends this cost be remitted from the Council's Strategic Reserve Fund.



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Fiscal Impact:	Fiscal Year:	GL Number:
\$4,590	2025-2026	020-000-607500
\$16,988.77	2026-2027	001-100-620500

Attachment:

1. CivicPlus Quote

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-112461-1

11/18/2025 4:56 AM

1/23/2026

Client:

City of Toledo, OR

Bill To:

TOLEDO CITY, OREGON

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Steven Skok		steven.skok@civicplus.com		Net 30

Group1

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Municipal Websites Central : Starter Standard Annual Fee	Municipal Websites Central : Starter Standard Annual Fee	USD 3,600.00
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee	USD 800.00
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: URL	USD 0.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL	USD 0.00
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 600.00
1.00	AudioEye Managed	AudioEye Managed: URL	USD 3,165.65
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup (http://URL)	USD 0.00
1.00	Migration Standard Implementation	Includes full setup and configuration of website design selected from 1 of 5 layout options	USD 0.00
1.00	Meeting Migration	All publicly available word / pdf formatted meetings and agendas migrated	USD 0.00
1.00	Content Migration	All publicly available non-time sensitive published content migrated while maintaining formatting. Spelling & Links check completed.	USD 0.00
1.00	Group Training	3 seats of pre-scheduled joint training sessions up-to 3-hours per session	USD 0.00

Group2

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Economy Plan	NextRequest Economy Plan for local agencies; Unlimited Staff Users, Up to 5 Admin-Publisher Users, Up to 1TB Storage. Core Features: Request Portal, Request Diversion, Public Reading Room, Email Notifications, Reminders, Reporting, Tasks, Time Tracking	USD 3,823.30
1.00	NextRequest Economy Implementation	NextRequest Economy Implementation (Virtual Only)	USD 1,275.00

AMMS

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	USD 4,505.00
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design	USD 3,315.00

Initial Term	Beginning at signing and ending 8/31/2027, Renewal Term 9/1 each calendar year
Initial Term Invoice Schedule	Year One Annual Total invoiced upon the signature date of this Agreement, subject to proration if the term begins at signing. Subsequent Annual Totals invoiced every 12 months starting at Renewal Term.

	Annual Subscription	One Time Fees	Annual Total
Year One	USD 0.00	USD 4,590.00	USD 4,590.00
Year Two	USD 16,988.77		USD 16,988.77
Subtotal			USD 21,578.77
Annual Recurring Services Starting Year 3			USD 17,498.43
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date		
Annual Uplift	3% to be applied in year 2		

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal->

[stuff](#) (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Total Investment – Initial Term to be prorated based on signature date.

Acceptance of Quote # Q-112461-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



**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...	January 21, 2026	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.

Resolution No. 1594 was initially presented to the City Council at its Regular Meeting on December 17, 2025. Council chose to take no action on the Resolution on that date, and requested updated wording related to unanimity of the Council. The City Attorney has proposed updates reflective of the December 17, 2025 discussion.

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 January 21, 2026. This resolution is effective on January 21, 2026.

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; and,
 - 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.
4. It is Council's goal to achieve unanimous approval for Strategic Reserve Fund awards and distributions when possible, however, unanimous approval is not required.
5. 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
COUNCIL RESOLUTION No. XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOLEDO, OREGON,
GRANTING/ADOPTING _____.**

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 COUNCIL 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 **DATE**, 202~~6~~⁵. This resolution is effective on **DATE**, 202~~6~~⁵.

APPROVED:

ATTEST:

Mayor Rod Cross

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,

~~4.—It is Council's goal to achieve unanimous approval for Strategic Reserve Fund awards and distributions when possible, however, unanimous approval is not required. Whether the Council is unanimous in its decision to award funds to the requesting organization.~~

~~5.4.~~ 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:
4.Enhance civic engagement and transparency by implementing a comprehensive community outreach program...	January 21, 2026	Resolution No. 1596 adopting updates to City Council Rules
	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. 1596, adopting updates to the City Council Rules.

Background:

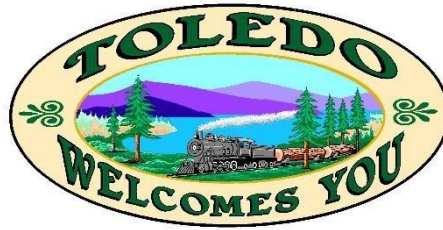
The City Council conducted a Work Session on October 22, 2025 to discuss potential amendments to the City Council Rules. Further discussion related to these potential amendments occurred on December 17, 2025.

Following these discussions, the City Attorney has prepared proposed updates to the Rules, reflective of Council's desired expressed on October 22 and December 17, respectively. The proposed updates includes accurate references to the City Charter, aligns the Rules more closely with the League of Oregon Cities ("LOC") Model Rules, clarifies the Public Comment process for Council meetings, address waivers of compensation by Council members, and makes other amendments.

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

Attachment:

1. Exhibit A – Tracked Changes
2. Exhibit B – Proposed Updates



**CITY OF TOLEDO
CITY COUNCIL
RULES**

REVISED:

January 21, 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 ~~S~~ection ~~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 ~~4.340~~)

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 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 called 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.

D. 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~~^{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. Council may vote to amend the agenda to include a discussion item to address an item raised in public comments, or request that the item be included at a later meeting. Additional rules for public comment are included in Section 2.12.

C.

- D. Community Service Reports and/or presentations to the Council.
- E. 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.
- F. Discussion and Information Items
- G. Decision Items - Public comment shall also be allowed for all decisions before the Council requiring a vote. The public comment period for items on the agenda shall not exceed a maximum of 30 minutes, unless a majority of the Councilors present vote to extend the time. The presiding officer may open the matter for public comment after the staff report, and during or after Council discussion, but before any action is taken. Additional rules for public comment are included in Section 2.12.
- H. Reports and Comments - When necessary, reports can be given to the Council by boards, commissions, committees, elected officials, and/or City employees.
- I. 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 is set forth in Title 19 of the Toledo Municipal

~~Codetemplate is set forth in Appendix A. This~~Staff may propose or amend templates for quasi-judicial land use proceedings ~~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 their city of residence, 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.

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.~~

~~The presiding officer may open the matter for public comment after the staff report and council discussion but before any action is taken.~~

A. 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 receive answers from the Council or City staff.

B. 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.

C. Persons desiring to comment shall address the Presiding Officer.

D. Each person desiring to comment shall be limited to three minutes. The Councilors present may vote to extend the time limit for all speakers for a particular meeting or for a given agenda item.

E. Persons commenting on items on the agenda shall be germane to the topic. The Presiding Officer may clarify with the speaker how their comments are germane to the topic.

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.

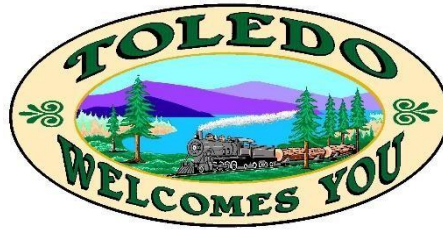
5.2. City Council. (Charter ~~28-29~~III)

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.



**CITY OF TOLEDO
CITY COUNCIL
RULES**

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October 7, 2020

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October 17, 2007

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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 3.6 requires the Council to “adopt rules 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 (“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 the members of the Council. (Charter 3.8)
- B. In the event a quorum is not present, the members of Council may meet in order to compel the attendance of absent members 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.. 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 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)
- 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. (Charter 3.5)
- 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. 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.

B. City Attorney. The City Attorney shall attend all meetings of the Council, unless excused, and will, upon request, give an opinion, either written or oral, on legal matters. (Charter 4.3)

C. Municipal Court Judge. (Charter 4.4)

D. Any other Officers that the Council considers necessary. (Charter 4.1.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 3.7).
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 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 called 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.

D. 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 one regular meeting within the month in accordance with City Charter, Section 3.7.

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 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. Council may vote to amend the agenda to include a discussion item to address an item raised in public comments, or request that the item be included at a later meeting. 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. The public comment period for items on the agenda shall not exceed a maximum of 30 minutes, unless a majority of the Councilors present vote to extend the time. The presiding officer may open the matter for public comment after the staff report, and during or after Council discussion, but before any action is taken. Additional rules for public comment are included in Section 2.12.
- 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 is set forth in Title 19 of the Toledo Municipal Code. Staff may propose or amend templates for quasi-judicial land use proceedings 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 their city of residence. 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.

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 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.

7. Debate on the main subject resumes if the motion fails.
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 shall be allowed to comment as described in Section 2.6 regarding matters not on the agenda, and on all matters before the Council that require a vote.

A. 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 receive answers from the Council or City staff.

B. Each person desiring to comment shall provide the Council with their name, and whether they are a resident of the City, 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.

C. Persons desiring to comment shall address the Presiding Officer.

D. Each person desiring to comment shall be limited to three minutes. The Councilors present may vote to extend the time limit for all speakers for a particular meeting or for a given agenda item.

E. Persons commenting on items on the agenda shall be germane to the topic. The Presiding Officer may clarify with the speaker how their comments are germane to the topic.

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. 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.

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.

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.

F. A law enforcement officer of the City may be designated by the City Manager as Sergeant-at-Arms of Council meetings.

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

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.

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)

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.

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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, with consent of Council, may appoint other Council Committees and define the purpose, duration, and membership of Council Committees. (Charter 3.4.a.)

5.1.1. Filling vacancies on Commissions, Committees and Boards

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 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.

**CITY OF TOLEDO
RESOLUTION NO. 1596**

A RESOLUTION OF THE TOLEDO CITY COUNCIL AMENDING THE CITY COUNCIL RULES

WHEREAS, the City Council conducted a work session relating to these Council Rule amendments on October 22, 2025, and engaged in further discussion relating to the Council Rule amendments on December 17, 2025; and,

WHEREAS, the City Council desires to update its Council Rules with accurate references to the City Charter, align the Council Rules more closely with the League of Oregon Cities Model Rules, clarify the public comment process for Council meetings, address Council compensation waivers, and make other amendments;

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

- Section 1. The City Council Rules are hereby amended to reflect the changes reflected in tracked changes in Exhibit A.
- Section 2. The City Council therefore adopts the City Council Rules as amended as reflected in Exhibit B.

That this resolution is hereby adopted by the Toledo City Council on this __ day of January, 2026.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Paul Johnson



**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.	January 21, 2025	Waiver of November 2025 and half of January 2026 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 November 2025 and half of January 2026 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. On November 10, 2025, Community Services Officer Ron Bush went on what was expected to be a limited-duration medical leave. CSO Bush worked November 3-6, 2025, constituting four work days, one of which was dedicated to Siletz.

CSO Bush's leave was extended, and he returned to work on January 15, 2026. Due to CSO Bush's leave, the City of Siletz received limited code enforcement services in November 2025, and will receive such services for half of the month of January 2026. In recognition of the minimal number of working days for CSO Bush in November, the City Manager is recommending approval of the instant RCA, which will waive in full the contracted monthly fee for Code Enforcement Services for the City of Siletz for the month of November 2025, and will waive half of the contracted monthly fee for the month of January 2026.

Fiscal Impact:	Fiscal Year:	GL Number:
\$2,550	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.

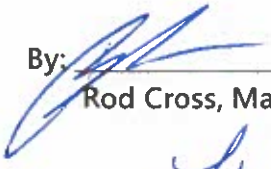
6. Entire agreement: This agreement constitutes the entire agreement between the parties. Any modification to this agreement shall be in writing signed by the parties.

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

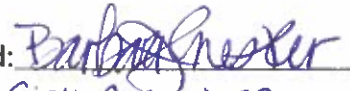
By: 
Rod Cross, Mayor

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.



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...	January 21, 2026	Approval of an Urban Renewal District Rehabilitation Program Funding Agreement with Advertree's Oregon, Inc.
	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 and authorize the City Manager to execute an Urban Renewal District Rehabilitation Program Funding Agreement with Advertree's Oregon, Inc.

Background:

At its December 17, 2025 meeting, the Toledo Urban Renewal Agency (URA) Board of Directors approved an Urban Renewal District (URD) Rehabilitation Program Funding Application from Advertree's Oregon, Inc. The application requested financial support for the addition of a second commercial embroidery machine through the purchase of a 15-needle commercial machine.

Upon review of the City of Toledo's Urban Renewal Plan, equipment purchases are an allowed use of URD funds, but the plan expressly states that such equipment "must be fixed assets, not assets that would be removed upon closing of business". The machine sought by the applicant did not meet the "fixed assets" requirement of the plan.

In consultation with the City Attorney, the City Manager developed the proposed URD Rehabilitation Program Fund Agreement, which expressly states that the recipient will repay the City the full amount of the award if the business closes, relocates outside the URA, or ceases to use the asset as part of its regular within a period of five years. The City Manager and City Attorney are confident that the terms of this agreement establish the machine as a "long-term fixed asset".

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

Attachment:

1. Urban Renewal District Rehabilitation Program Funding Agreement – Advertree's



Toledo Urban Renewal District Rehabilitation Program

URD Rehabilitation Program Fund Agreement

Organization

Organization Name: Advertee's Oregon, Inc.
Organization Type: Oregon Corporation
Contact Person: Matthew Jarvis, Owner
Address: 363 N. Main Street
Toledo, Oregon 97365
Phone: (541) 336-2902
E-mail address: contact@adverteesoregon.com

Request

Amount Awarded: **\$9,950**

Date: 01/21/2025

Describe how the funds will be used (use an additional page if more space is needed):

Funds will be used to purchase and install a second 15-needle commercial embroidery machine. This new machine will serve as a long-term fixed operational asset in the recipient organization's production space. The machine will be permanently integrated into the recipient organization's workspace layout. Since taking over the business in April 2025, the recipient organization's owner/operator has noted a nearly doubling of demand for the organization's service. By adding this machine, the recipient organization's owner/operator notes that the recipient will be able to fulfill more orders and accept new clients, and improve reliability.

Terms

The Urban Renewal Agency (URA) Board of Directors reviewed the recipient organization's Urban Renewal District (URD) Rehabilitation Program Fund application, its record of service to the citizens of Toledo, and the financial and management capability of the recipient organization, and has approved the application for funding from the City's (URD) Rehabilitation Program Fund in the form of:

☒ **Direct Award:** **\$9,950**

The Undersigned Applicant agrees that should the Recipient Organization close, relocate outside the Toledo Urban Renewal Area (URA), or cease to use the asset as part of its regular business within a period of five years from the date of execution of this agreement, the owner/operator will repay the full Direct Award amount to the City of Toledo.

Advertee's Oregon, Inc.:

City of Toledo:

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

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...	January 21, 2026	Approve the cancellation of the Untreated Water Services Agreement with Georgia-Pacific Toledo, LLC
	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 the cancellation of the Untreated Water Services Agreement with Georgia-Pacific Toledo, LLC and authorize the City Manager to execute the cancellation through written notice.

Background:

At its May 7, 2025 Regular Meeting, the Toledo City Council approved an Untreated Water Services Agreement with Georgia-Pacific Toledo, LLC ("GP"). The agreement contemplated the sale of untreated raw water by the City to GP at a rate of \$6.00 per 1,000 gallons, at a quantity not to exceed 1.25 million gallons average per day. The initial term of the agreement was between July 1, 2025 and June 3, 2026.

The agreement included a provision expressly reserving to the City the right, at its sole discretion, for any reason or without specifying a reason, to discontinue any active provision of water if the needs of the municipal water system so required.

As of January 20, 2026, the City has not provided any water to GP under the terms of the agreement, and was unable to fulfill requests from GP during the term of the agreement due to needs of the municipal system. GP does not anticipate any further untreated water needs prior to the execution date of the current agreement. The City Manager and staff of GP agree that it is in the best of both parties to cancel the current contract and negotiate in good faith a new agreement reflective of the City's ability to meet potential needs of GP.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2025-2026	012-000-403700

Attachment:

1. Signed Untreated Water Services Agreement with GP

UNTREATED WATER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 14 day of July, 2025, by and between the CITY OF TOLEDO, OREGON, a municipal corporation (the "City"), and the GEORGIA-PACIFIC TOLEDO LLC, a Delaware limited liability company ("GP"),

RECITALS

1. City is a municipal corporation of the State of Oregon and is authorized by the charter of the City of Toledo and the Toledo Municipal Code to maintain water works for the furnishing of water to the city, its property, its inhabitants, and to non-inhabitants. The City is further authorized to enter into contracts for the supply of water by the City and to sell water to persons, public and private, both inside and outside the City, on terms and conditions the City finds appropriate.
2. City is further authorized by its charter to enter into Agreements for cooperation, consolidation and maintenance of services with any other public corporations or units of government.
3. GP is a duly incorporated Delaware limited liability company, operating within the City limits of the City of Toledo.
4. GP is interested in temporarily purchasing untreated water from the municipal water system of the City of Toledo, similar to any other customer, but the water is a very large quantity, will be used for industrial purposes, which falls within the definition of municipal use, and it is untreated water.
5. City has what are referred to as "senior water rights" on the Siletz River, including those two water rights evidenced by Water Right Certificate T-11451 for the use of 2.0 million gallons per day (MGD) issued from the Oregon Water Resources Department, which are the water rights that are the subject of this Agreement.
6. The parties believe that City can assist GP in the appropriation of untreated water and help to alleviate its current temporary shortfall.
7. City needs flexibility in amount of untreated water it can provide, so that it can continue to provide water for its municipal purpose.
8. City is willing to help GP using its existing rights, for this reasonable and usual municipal purpose, through its municipal system, to provide water to GP, an existing customer in the City.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Initial Term.** The Parties agree the term shall be from July 1, 2025 (execution of this Agreement) through June 3, 2026, unless terminated as provided herein.

2. **Renewal Term(s).** Not less than one month prior to the expiration of the initial term, or not less than two months prior to the expiration of any additional term, GP may request renewal of this Agreement for an additional term of one year by providing written notice to the City Manager. City shall have 30 days to determine if it wants to grant the renewal, subject to the terms of this paragraph. The parties agree that any renewal will be evidenced by a written addendum to this Agreement, signed by both parties. During any renewal period, the terms and conditions in this Agreement shall remain the same, except such written addendum will also include GP's financial obligation to the City for its share of major capital improvements, minor capital improvements, and operations and maintenance costs, administrative costs, and other issues agreed upon by the parties, for that portion of the municipal water system impacted by GP's use, if any, as agreed by the parties.
3. **Sale of Water.** GP agrees to purchase and City agrees to sell untreated water as described in this Agreement; provided, City reserves the right to continue to contract with any entity or person to sell water for its municipal purpose, as City determines in its sole discretion, which the parties understand will reduce the amount of water sold to GP; and, further, provided, the parties acknowledge that the City has the sole discretion of when to limit water delivery to GP, either temporarily or permanently, for City's continued adequate water supply needs for its municipal purpose, as determined by City at its sole discretion.
4. **Raw Water.** As provided herein, City agrees to furnish and sell, and GP agrees to purchase only untreated river water during the term of this Agreement; provided, however, GP further agrees that the City will continue to furnish and sell treated water from its municipal water supply system for culinary use to other customers, including GP, at the City's discretion subject to terms of this Agreement.
5. **Discretion to Stop Providing Water.** Regardless of any other provision in this Agreement, the City retains the right, at its sole discretion, without limitation, to immediately stop providing water, temporarily or permanently, to GP, for any reason, or without specifying a reason, if the needs of the water municipal system require it.
6. **Point of Delivery.** The parties agree that the City will provide water from the municipal water system into the Olalla reservoir, which the parties agree is not GP's place of use, but a temporary holding facility. For this to occur, the City has already completed limited construction required in paragraph 10 below to the valve that has a "T" off the water line near the dam, shown on the maps that are Exhibit 1. This will occur because the City's water line at GP's place of use is too small to allow for adequate water to accommodate quantities needed in this agreement. Water will travel down the natural stream bed instead of the City's pipeline to reach the place of use. Accordingly, the parties agree that there is no change in municipal use, to provide water for industrial purposes to an existing customer, or change in place of use, which is the Toledo Paper Mill, where GP pumps water out of the Olalla Slough vicinity of SE 10th Street in the City of Toledo, or change in diversion point, which remains the same in the Siletz River. This analysis has been completed after reviewing the definition in OAR 690-300-0010(29) of "municipal water use" that specifically includes "industrial water use," which is further defined in OAR 690-300-0010(25) and consistent with GP's activities.

7. **Rate.** The rate will be a single charge per unit of water purchased (1 unit equals 1,000 gallons) delivered to the point of delivery described in this Agreement. GP and City agrees the rate shall be **\$6.00 per 1,000 (one thousand) gallons**. A copy of any rate resolution will be forwarded to GP.
8. **Quantity.** City agrees to sell and provide to GP up to a maximum of one million two hundred fifty thousand gallons average per day (1.25 MGD) of water at a point of delivery to GP as described herein, but the City will not exceed to a total of 2.0 MGD for its entire water system from the Siletz River. In 2015, the City was limited by a "cap" not to exceed 2.0 MGD until a Water Conservation and Management Plan (Plan) was implemented by the City. Although the Plan was implemented by the City in 2017, the City does not have confirmation from the Oregon Water Resources Department (WRD) of the increased allowable amount, so the parties agree that at this point the use of water by the City will not exceed to a total of 2.0 MGD for its entire water system, unless such confirmation is obtained, at the city's sole discretion. At present, City estimates it is using less than .75 MGD, as it is no longer providing water to the Seal Rock Water District as it was in 2015, so it is realistic that the City can provide up to 1.25 MGD average per day. The parties agree that such quantity of water, which may be reduced as provided in this Agreement, will be provided to GP by the City over a 7 day period, so more or less 8.75 MGD over a one week period based on current water usage. The City is under no obligation to provide a specified amount of water, but will use reasonable efforts to provide what is requested. Regardless of when this contract is terminated, by signing this contract, GP agrees to purchase an average daily rate of one million gallons for a minimum of 10 days. However, GP shall be relieved of the purchase obligation in the proceeding sentence if the City terminates this Agreement pursuant to Section 12 or Section 15 (d) of this Agreement.
9. **Measurement.** City has inline magnetic meters at each pump in the intake facility that will be the basis for measurement of water quantity. The City doesn't anticipate running water in the pipe for GP and for other City purposes at the same time, but City reserves the right to run the water for both purposes at the same time and measure of the amount of water delivered to the plant and subtract it from the amount measured at the pump station at the Siletz River.
10. **Construction completed by the City in 2015.** Connecting with the valve that has a "T" off the water line near the dam shown on Exhibit 1, City installed an 18 inch width diameter pipe and PVC structure to bring water from the bottom of the reservoir as follows: 24 inch long spool (although shown on Exhibit 1, the plan of construction, it didn't then exist), 90 degree elbow, then section of 18 inch PVC pipe, then 45 degree elbow, and short piece of PVC (hereafter "Construction Pipe") consistent with the drawing that is a part of Exhibit 1. The parties agree that any further construction, including further pipe or PVC, beyond what is contemplated in this paragraph, is the financial and work responsibility of GP, which is needed to prevent erosion of the bank.
11. **License to Install Construction.** Although the City believes it may fall within the easement granted by GP, GP agrees to permit the City to use the property for the purpose of installing the construction described in paragraph 10.
12. **Environmental Concerns; Unforeseen Circumstances.** GP and City acknowledge that there are unforeseen or unavoidable circumstances or environmental issues that may limit or terminate the

amount of water available to City for sale and distribution, as determined by the City in its sole discretion, whether temporarily or permanently. The parties agree that such unforeseen or unavoidable circumstances may include, without limitation, the following: drought; drought declaration by the Governor; any notice or other significant regulatory action by the Water Resources Department or Oregon Department of Fish and Wildlife to prohibit such continued sale of water or that puts the City's water rights in jeopardy; the threat or actual initiation of the emergency listing process of species or habitat in response to "any emergency posing a significant risk to the well-being of any species" found 16 USC 1533 (b)(7); the threat or the filing of any lawsuit, which the City deems to have some merit, including lawsuits claiming: (1) that by providing water to GP, the City is harming other water rights; (2) that contractual rights are being infringed that have been afforded the other party to an existing contract with the City; (3) that "threatened" or "endangered" species under the federal Endangered Species Act (ESA) or Oregon ESA are being harmed; or (4) that an Indian tribe in Oregon is being harmed, including under the Bald Eagle Protection Act, the Endangered Species Act, the Migratory Bird Acts, or the Marine Mammal Protection Act; or any other environmental event beyond the control of City.

13. **Emergency; reduction; water shortage.** The parties recognize that the City may temporarily interrupt or reduce deliveries of water to GP if City determines that such interruption or reduction is necessary or reasonable in case of system emergencies or to install equipment, make repairs, replacements, investigations, and inspections are performed or other maintenance work on the City water system is necessary. The City shall give GP reasonable notice of any such interruption or reduction, the reasons for and the probable duration, and will use best efforts to minimize interruptions to GP. In the event of localized emergency problems, GP acknowledges that temporary localized interruptions may occur for the duration of the emergency. Examples of such circumstances include, but are not limited to, main breaks and system failures or weather related events.
14. **Excess Demands.** Should GP consistently place demands on the system in excess of that agreed to between City and GP, the City may take such steps as are necessary or advisable to protect the system. Such actions may include, but are not limited to, reducing or terminating the supply of water flowing to GP.
15. **Termination.** This Agreement may be terminated as follows:
 - a. **Default.** Failure of a Party to perform any substantial obligation contained in this Contract within 30 days after written notice from the other Party specifying the nature of the default or, if the default cannot be cured within 30 days, failure within such time to commence and pursue curative action with reasonable diligence, shall constitute a default entitling the other Party to terminate this contract. The other Party may then give notice of termination to the defaulting Party with such termination date to be not less than six (6) months from the date of notice or the end of the contract term, whichever occurs first. However, such termination date will be adjusted to be not less than six (6) months from the date of final completion of the dispute resolution process pursuant to paragraph 22 if the default is confirmed.
 - b. **Nonpayment.** Except for billing disputes pursuant to paragraph 19, in the event GP is delinquent following the monthly billing in paragraph 17 by more than forty-five (45) days, City may notify GP in writing that unless payment is made by GP that service will be

discontinued for nonpayment after fifteen (15) days from the date of notice and the Agreement terminated. GP may avoid termination by paying the amount demanded within the 15 days.

- c. **Dissolution.** In the event of GP's dissolution, this Agreement may be terminated immediately by City.
 - d. **For Convenience.** Either party may 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 the other party at the party's address below. 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.
 - e. **For Cause.** In addition to its rights under this paragraph 15, it is further agreed that the City may immediately terminate this agreement, without liability or penalty for either of the following causes by the mailing of written notice to GP at GP's address below, specifying the cause:
 - i. Unsatisfactory performance or nonperformance. The City Manager is the sole judge of GP's unsatisfactory performance or nonperformance.
 - ii. Lack of funding to make needed improvements to water system.
16. **City's Water System.** The parties agree and acknowledge that the City is the owner and operator of the water supply, storage, transmission, and treatment system, and all facilities and infrastructure associated with the storage, treatment, transmission, and distribution systems used in its water system operations. GP's purchase of water or other costs described in this Agreement, including in any subsequent addendum that evidences a renewal term, shall not constitute purchase of ownership rights to water or any portion of the water system owned and operated by the City. GP agrees to assist the City in its future attempt to claim a perfected use for the sale of water under this Agreement at this point of diversion.
17. **Monthly Billing.** The City shall bill GP at the address specified in this Agreement on or about the 1st day of each month, with an itemized statement of the amount of water furnished to GP and the amount charged for the billing period.
18. **Payment Schedule.** Bills are due upon receipt, and if not paid on or before the forty-fifth (45) day following the invoice date, subject to a collection fee of 25% of the total amount then due and also subject to an interest rate at the statutory rate on the unpaid account. At 45 days following the invoice date, City will start charging the statutory interest rate, a collection fee added, and shut off notice will be sent.
19. **Billing Disputes.** In the case of disputes over billings for water, GP shall pay the undisputed amount when due and the disputed amount shall be resolved through Dispute Resolution as described in paragraph 20 of this Agreement. GP shall pay interest at the statutory rate on unpaid accounts on any disputed amounts found through dispute resolution or litigation to be due the City.

20. **Dispute Resolution.** The Parties agree that this Agreement is conditional upon the faithful performance by both Parties of all the terms and provisions stated herein. In case of disputes arising out of this Agreement, including default of any provisions or disputes regarding the interpretation of any provision of the Agreement, subject to the terms of this paragraph, either party may seek all remedies available at law or in equity, including termination upon giving notice of termination for default of this Agreement pursuant to paragraph 15. The parties agree, however, prior to the commencement of any suit or termination for default, they shall first engage in dispute resolution as provided in this paragraph.

Step 1. Notice of Dispute

Prior to commencement of litigation of a dispute, either party must first provide the other with a written notice describing the dispute and submitting the dispute to resolution under this paragraph 20. Such notice shall commence the dispute resolution process.

Step 2. Negotiation

Each party shall designate a person or persons to negotiate the dispute on its behalf, shall make a good faith effort to exchange information and data related to the dispute, and shall meet to negotiate a dispute resolution. If the dispute is resolved at this step, the parties will memorialize the Agreement by a written determination of such resolution, signed by the designated representatives of the parties.

Step 3. Mediation

If the dispute has not been resolved within 45 days of the date of the notice of dispute, or such longer time as is mutually agreed by the parties, the parties shall submit the matter to mediation. The parties shall attempt in good faith to agree on a mediator. If they cannot agree, they shall request a list of three mediators from an entity or firm providing mediation services. The parties shall attempt in good faith to mutually agree on a mediator from the list provided, but if they cannot agree, each party shall select one name. The two selected shall select a third person and the dispute shall be heard by a panel of three mediators.

Any common costs of mediation, including the cost of mediation, shall be borne equally by the parties. Each party shall bear its own individual costs therefore. Mediation shall not continue more than 105 days past the initial notice of dispute unless mutually agreed by the parties. If the dispute is resolved at this step, a written determination of such resolution shall be signed by the designated representatives of the parties.

21. **Purchaser Insurance.** GP will purchase and carry in full force and effect during the term of this Agreement, a liability insurance policy in the amount of \$2,000,000 Comprehensive General Liability coverage protecting City and GP from liability of any nature whatsoever arising from GP's performance of its obligations under this Agreement.
22. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes not to exceed monetary limits of the Oregon Tort Claims Act, each party will indemnify, defend, save and hold harmless the other and the others officers and employees from any and all claims, suits, and liabilities arising out of the negligent acts or omissions of indemnifying party's performance under this Agreement or related to this Agreement. This indemnity obligations shall not include any obligation of one party to indemnify the other for actions or omissions of the other or the others officers, employees, or agents. In the event of joint acts, each party shall be

responsible for its own acts or those of its own officers, employees or agents. If any aspect of this indemnification shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

23. **Hold Harmless.** As City needs to continue its municipal use, GP is essentially purchasing excess water not used in the water system by customers, so GP agrees to hold harmless the City for exercising its right, at its sole discretion, without limitation, to stop providing water, temporarily or permanently, to GP, for any reason, or without specifying a reason, pursuant to the termination provisions in paragraph 15, the unforeseen circumstance/environmental concerns provisions in paragraph 12, or the emergency/reduction/water shortage provisions in paragraph 13, of this Agreement. GP agrees that no liability for damages will attach to City on account of any failure of supply or changes in pressure, flow rate, or water quality due to circumstances beyond the reasonable control of City, acting in accordance with the standards of care common and usual in the delivery of untreated water. Examples, of such circumstances include, but are not limited to, natural events such as earthquakes, landslides and floods and human caused events such as terrorism, malevolent acts, contamination of the water supply, and acts of war.
24. **Assignment.** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent of the other party.
25. **Notices.** All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses:
- | | |
|--------------------|--|
| City of Toledo | GP |
| Attn: City Manager | Attn: Andrea Formo, Public Affairs Manager |
| P.O. Box 220 | 1400 SE Butler Bridge Road |
| Toledo, OR 97391 | Toledo, OR 97391 |
- Any notice or other communication will be deemed to be given (a) on the date of personal delivery, or (b) at the expiration of the third day after the date of deposit in the United States mail.
26. **Amendments.** This Agreement may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Agreement.
27. **Construction.** The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words *include* or *including* are used in this Agreement, they will be deemed to be followed by the words *without limitation*.
28. **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same Agreement.
29. **Further Assurances.** Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

30. **Time of Essence.** Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.
31. **Waiver.** Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
32. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.
33. **Attorney Fees.** If any suit or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such suit or action as determined by the trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.
34. **Injunctive and Other Equitable Relief.** The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other parties will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.
35. **Venue.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought against any of the parties in Lincoln County Circuit Court of the State of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.
36. **Exhibits.** The exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.
37. **Severability.** If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
38. **Entire Agreement.** This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire Agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and Agreements, whether written or oral, among the parties with respect to such subject matter.
39. **Survival of Covenants.** Any provision of this Agreement which, by its terms has or may have application after the expiration or earlier termination of this Agreement, including all covenants, Agreements, and warranties, will be deemed to the extent of such application to survive the expiration or termination of this Agreement.
40. **Force Majeure.** No party will be considered in default in the performance of its obligations under this Agreement to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or in the future, which is beyond the reasonable control of the

affected party, including, but not limited to, Acts of God, earthquake, drought, labor disputes, civil commotions, war and the like. In the event a party claims that performance of its obligations was prevented or delayed by any such cause, that party will promptly notify the other party of that fact and of the circumstance preventing or delaying performance. Such party so claiming a cause of delayed performance will endeavor to the extent reasonable to remove the obstacles which preclude performance. This Force Majeure provision will also apply to each party in performing its duties and obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signatures appear below. Each party, 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.

"City"
CITY OF TOLEDO

By [Signature]
David Clyne

Title City Manager Pro-Tem

July 17, 2025
Date

Attest

[Signature]
Lisa Figueroa, City Recorder

Approved as to form and content

[Signature]
City Legal Counsel

[Signature]
GP Legal Counsel

"GP"
GEORGIA-PACIFIC TOLEDO, LLC

By [Signature]
Name Mark E. Carden

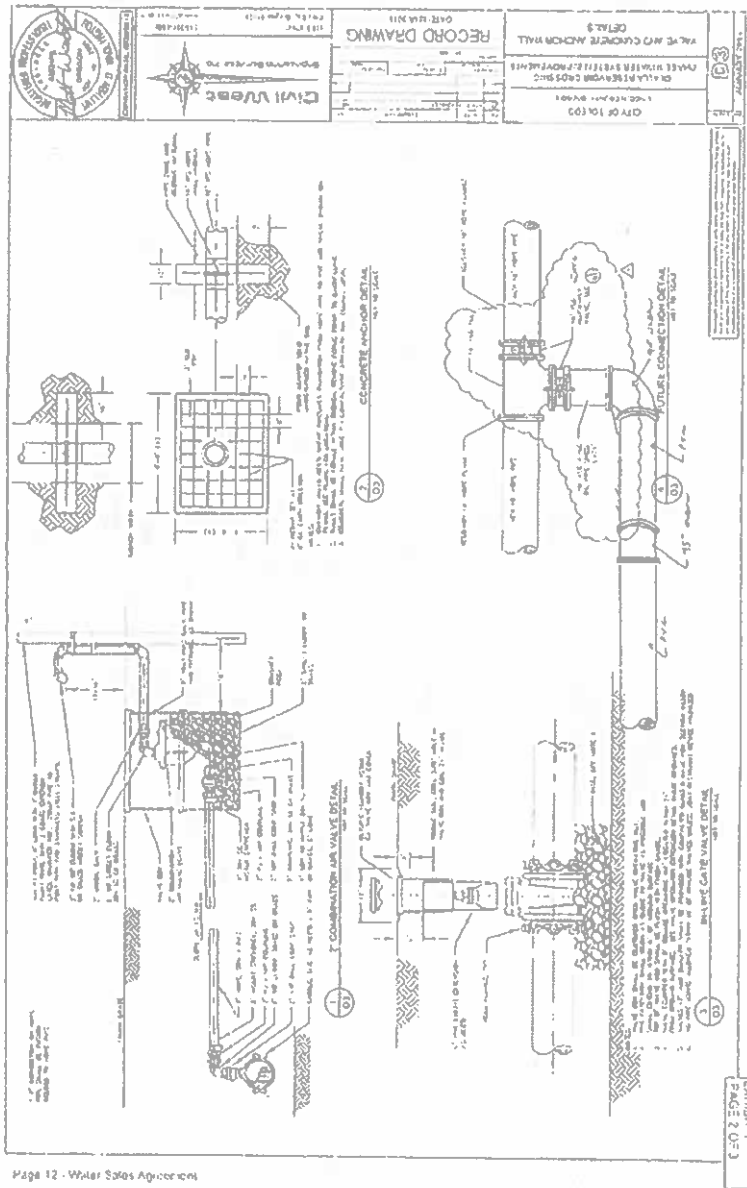
Title VP/AM GP Toledo LLC

July 14, 2025
Date

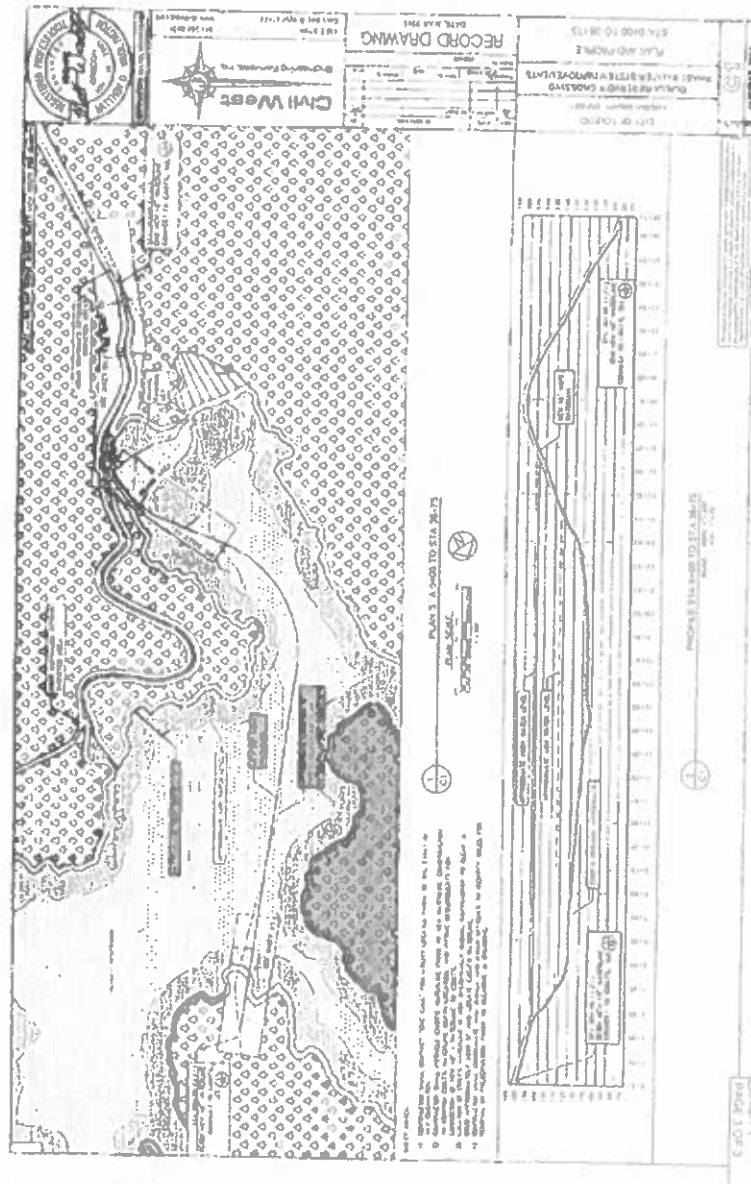
July 28, 2025
Date

July 17, 2025
Date

Exhibit 1 to Water Sales Agreement – 3 attached Maps below



Page 12 - Water Sales Agreement



Page 13 - Water Sales Agreement

Some Public Works Activities- December, 2025

- Troubleshooting and repair of pump #1 @ Ammon pump station.
- Street Sweeping
- Rebuild of water station-filling box @ PW shops
- Ammon Rd lift station bypass setup
- Ammon bypass pump-rental removal
- Cleaned manhole @ SE 5th & SE Douglas
- Inspect Main st. sewer lines
- Arcadia Park remediation-removal of old/dysfunctional equipment in preparation for replacement.
- City Shops maintenance
- Storms clean-up, continuation
- Parks maintenance
- Utility locates
- Daily work orders
- Pump Station checks
- Weekly generator exercising/hour logs
- Troubleshoot Mill Creek Generator, repair attempt
- Rental generator set-up-Mill Creek Pump Station
- Custodial for facilities
- Tree removal NW Skyline
- City Hall maintenance/ceiling tile replacement
- Meter reading/re-reads
- Monthly shut-offs for non-payment and turn-ons
- Lyons Park maintenance
- City hall drinking fountain maintenance-drain repair-clearing.
- Hwy 20 right of way maintenance
- Utility roof maintenance due to storms
- Large meter testing
- Storm drain maintenance
- Sidewalk remediation at Memorial Park & SE Gaither Way
- City Shops housekeeping
- Refueled backup generators
- Sewer lift station alarms during storms, call-outs
- Landslide on Bay Rd & Altree Lane

- Inspect Mill Creek reservoir during storms
- Repair Ammon Rd lift station pump #2
- Library path maintenance
- Right of way maintenance from storms
- Monthly blow-offs
- East Slope drainage ditch maintenance
- Repair storm drainage @ Public Safety Building/Civic Center
- Investigate I&I on NW Skyline Sewer line
- Pothole maintenance, various locations
- Built library shelf
- City Shops door maintenance
- Install power conduit for SRTS sign/Flagging SE Sturdevant
- East/West junction maintenance
- Deer Park Railing
- Vactor operations @ 620 NE Hwy 20
- Remove Ammon Rd lift station pump 2
- South Bay Rd water leak
- WWTP Return Activated Sludge pump installation
- Hung Christmas wreaths/lighting
- Meter Install on Elk City Rd
- Vactor operations 2016 SE Laurel
- Dead deer removal

December Water Loss Report:

Gallons produced by WTP	13,525,619
Billable	12,980,951
Fire Department usage	45,000
Public Works usage	191,995
Total gallons accounted for	13,217,946
Difference	307,673
Percent of Loss	2.00%
WWTP Gallons Treated	56,848,000

Planning Department Permit Applications
January 1 – December 31, 2025

<i>2025 Permit Applications Reviewed</i>		
<i>Type of Permit</i>	<i>Estimated Project Value</i>	<i>Number of Permits</i>
<i>Residential</i>		
<i>Site Built Home</i>	<i>270,000</i>	<i>2</i>
<i>Manufactured Home</i>	<i>215,000</i>	<i>1</i>
<i>Multi-Family</i>	<i>8,000,000</i>	<i>1</i>
<i>Accessory dwelling/conversion</i>	<i>104,430</i>	<i>3</i>
<i>Garage/Carport</i>	<i>77,000</i>	<i>4</i>
<i>Deck/Porch/Shed</i>	<i>40,000</i>	<i>2</i>
<i>Footing/Foundation</i>	<i>14,510</i>	<i>1</i>
<i>Retaining Wall/Fence</i>	<i>15,000</i>	<i>1</i>
<i>Remodel/Improvement</i>	<i>100,000</i>	<i>1</i>
<i>Room Addition</i>	<i>0</i>	<i>0</i>
<i>Roof</i>	<i>0</i>	<i>0</i>
<i>Sign</i>	<i>1,164</i>	<i>1</i>
<i>Commercial</i>		
<i>Structure</i>	<i>41,157</i>	<i>1</i>
<i>Repair/Improvement</i>	<i>39,950</i>	<i>4</i>
<i>Sign</i>	<i>0</i>	<i>0</i>
<i>Industrial</i>		
<i>Structure</i>	<i>0</i>	<i>0</i>
<i>Repair/Improvement</i>	<i>0</i>	<i>0</i>
<i>Public</i>		
<i>Structure</i>	<i>45,000</i>	<i>1</i>
<i>Repair/Improvement</i>	<i>0</i>	<i>0</i>
<i>Total Building Permits and Values</i>	<i>\$ 8,963,211</i>	<i>23</i>
<i>Other Development Permits Issued:</i>		
<i>Demolition Permit</i>		<i>4</i>
<i>Excavation</i>		<i>2</i>
<i>Water/Sewer Connection</i>		<i>5</i>
<i>Work in the Right-of-Way</i>		<i>43</i>

<i>2025 Land Use Applications</i>	
<i>Type of Application</i>	<i>Number of Applications</i>
<i>Annexation</i>	<i>1</i>
<i>Conditional Use Permit</i>	<i>1</i>
<i>Floodplain Development Permit</i>	<i>5</i>
<i>Lot Line Adjustment</i>	<i>1</i>
<i>Plan Amendment</i>	<i>1</i>
<i>Replat</i>	<i>1</i>
<i>Rezone</i>	<i>1</i>
<i>Subdivision</i>	<i>1</i>
<i>Temporary Trailer Permit</i>	<i>3</i>
<i>Tree Permit</i>	<i>3</i>
<i>Zoning Ordinance Amendment</i>	<i>1</i>
<i>Total</i>	<i>19</i>

<i>2025 Annual Transportation Permits</i>		
<i>Number of Permits Issued</i>	<i>Number of Trucks Approved</i>	<i>Fees Collected</i>
17	423	\$3,384

<i>2025 Sign/Banner Permits</i>	
<i>Number of Permits Issued</i>	<i>Fees Collected</i>
6	\$300

Annual Department Statistics				
Type of Permit	December	2025	2024	2023
Building Permit	2	23	37	31
Other Permits*	7	54	38	38
Land Use Application	0	19	17	19
Truck Permit	0	17	15	14
Banner Placement Permit	0	6	3	0
Value of Construction Improvements	\$56,000	\$8,963,211	\$ 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
2026-01-21**

December Stats

Total Circulation of Library Materials: 3,657

In-Person visits: ~850

Patrons added: 5

Community Room Use: 64

AV Room users: 6

Volunteer hours: 35

Adult Program Attendance: 59

Children's Program Attendance: 193

Teen Program Attendance: 14

Podcast Downloads: 101

Reference questions: 83

Facebook Page Views: 11309

Facebook Engagement: 439

Facebook Interactions: 266

➤ **Public Programs**

- Adult Craft: Wool Felt – January 24 at 2 p.m.
- STEAM Saturday: Terrariums – Jan. 31 at 1 p.m.
- Paint and Sip – Jan. 31 at 3 p.m.

➤ **Services and Collections**

- Shelves on north wall have been braced and stabilized thanks to Public Works.

Finance Department Report - January 2026

- ❖ Calendar year end functions
 - 2nd Quarter Financial Statements
 - Quarterly Payroll Reports
 - W-2 forms and filing
 - 1099 forms and filing
- ❖ New Federal and State Withholding Tables for payroll
- ❖ Update Workers Comp Benefit Assessment Rates for payroll
- ❖ New rates for monthly employee health insurance costs
- ❖ Budget Calendar preparation for Fiscal 2026-2027
- ❖ General Ledger Maintenance and review
- ❖ Urban Renewal District Annual report and distribution
- ❖ Review of draft Employee Handbook

General Fund Consolidated

2nd Quarter Financial Report 2025-2026

Period 04 - 06
Fiscal Year 2026

REVENUES

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	000	400100	Beginning Fund Balance	\$ (734,161)	\$ (670,999)	\$ -	\$ (670,999)	91%
001	000	400200	Current Taxes	\$ (2,265,000)	\$ (19,532)	\$ (151,864)	\$ (1,993,936)	88%
001	000	400300	Delinquent Taxes	\$ (40,000)	\$ (12,975)	\$ (5,989)	\$ (23,916)	60%
001	000	400400	Interest	\$ (60,000)	\$ (8,952)	\$ (4,430)	\$ (19,207)	32%
001	000	401280	Transfer from Stabilization	\$ (200,000)	\$ -	\$ -	\$ -	0%
001	000	401300	Natural Gas Franchise	\$ (25,000)	\$ (6,348)	\$ -	\$ (6,348)	25%
001	000	401400	Telephone Franchise	\$ (2,500)	\$ (753)	\$ -	\$ (753)	30%
001	000	401450	Telecommunications Franchise	\$ (3,000)	\$ -	\$ -	\$ -	0%
001	000	401500	Television Franchise	\$ (17,000)	\$ (3,699)	\$ -	\$ (7,210)	42%
001	000	401600	Garbage Franchise	\$ (100,000)	\$ (29,790)	\$ -	\$ (63,869)	64%
001	000	401700	Electric Franchise	\$ (745,000)	\$ (215,242)	\$ (77,656)	\$ (482,525)	65%
001	000	401750	Street Light Utility Fees	\$ (150,000)	\$ (41,712)	\$ (14,005)	\$ (83,805)	56%
001	000	401900	Beverage License	\$ (250)	\$ (25)	\$ -	\$ (25)	10%
001	000	402000	Business License	\$ (20,000)	\$ (761)	\$ (5,618)	\$ (11,842)	59%
001	000	402200	State Liquor Fees	\$ (64,000)	\$ (15,379)	\$ (5,639)	\$ (28,766)	45%
001	000	402300	Cigarette Tax	\$ (2,100)	\$ (529)	\$ (185)	\$ (1,066)	51%
001	000	402350	Marijuana Tax	\$ (4,500)	\$ -	\$ -	\$ -	0%
001	000	402500	State Revenue Sharing	\$ (58,000)	\$ (13,537)	\$ -	\$ (23,779)	41%
001	000	402700	Refunds & Misc	\$ (58,000)	\$ (203,069)	\$ (340)	\$ (219,236)	378%
001	000	402735	Public Records Request	\$ -	\$ (50)	\$ (20)	\$ (120)	0%
001	000	402740	Notary Fee	\$ -	\$ -	\$ -	\$ (60)	0%
001	000	402750	Land Use Fees	\$ -	\$ (710)	\$ -	\$ (790)	0%
001	000	402800	Toledo Rural Fire Protect	\$ (60,000)	\$ (18,229)	\$ -	\$ (22,229)	37%
001	000	402825	Fire Protection Services	\$ (5,000)	\$ -	\$ -	\$ -	0%
001	000	403000	Municipal Court Fines	\$ (55,000)	\$ (11,832)	\$ (2,391)	\$ (20,305)	37%
001	000	403050	Towing Fees	\$ -	\$ (100)	\$ -	\$ (100)	0%
001	000	403100	Library Receipts	\$ -	\$ (1,085)	\$ (151)	\$ (1,471)	0%
001	000	403140	Library Service District	\$ (125,000)	\$ -	\$ -	\$ -	0%
001	000	403150	Siletz Agreement	\$ (20,400)	\$ (5,100)	\$ (1,700)	\$ (10,200)	50%
001	000	405250	Grants	\$ (75,000)	\$ (34,583)	\$ (7,989)	\$ (57,572)	77%
001	000	405380	Rents and Leases	\$ (17,400)	\$ (6,150)	\$ (850)	\$ (10,200)	59%
001	000	405386	Transfer from CC Strat Reserve	\$ (839,684)	\$ -	\$ -	\$ -	0%
001	000	405390	Transfer from Urban Renewal	\$ (40,000)	\$ -	\$ -	\$ -	0%
REVENUE TOTALS				\$ 5,785,995	\$ 1,321,140	\$ 278,826	\$ 3,760,330	65%

EXPENDITURES

001	500	620500	Equipment	\$ 72,000	\$ -	\$ -	\$ -	0%
001	400	620520	Systems	\$ -	\$ -	\$ -	\$ -	0%
001	400		CAPITAL OUTLAY	\$ 72,000	\$ -	\$ -	\$ -	0%
001	500	631600	Transfer to General Reserve	\$ 165,000	\$ -	\$ -	\$ -	0%
001	700	631960	Trans to Bldg & Property Res	\$ 60,000	\$ -	\$ -	\$ -	0%
001	700		TRANSFERS	\$ 225,000	\$ -	\$ -	\$ -	0%
001	900	640100	Contingency	\$ 100,000	\$ -	\$ -	\$ -	0%
001	900		CONTINGENCY	\$ 100,000	\$ -	\$ -	\$ -	0%
001	800	500000	Salaries	\$ 1,914,961	\$ 497,016	\$ 154,679	\$ 938,751	49%
001	400	500050	Full Time	\$ -	\$ -	\$ 116	\$ -	0%
001	500	500088	Wildland Firefighter	\$ 15,000	\$ -	\$ -	\$ 762	5%
001	500	501400	Call Time	\$ 15,000	\$ 368	\$ 680	\$ 1,907	13%
001	800	501500	Overtime	\$ 141,000	\$ 18,880	\$ 6,700	\$ 40,187	29%
001	500	501501	Overtime Wildland Firefighters	\$ 2,500	\$ 5,303	\$ -	\$ 5,303	212%
001	400	501600	Grant Overtime	\$ 12,500	\$ -	\$ -	\$ -	0%
001	800	504700	Social Security	\$ 130,165	\$ 40,339	\$ 12,679	\$ 76,754	59%
001	800	504800	Health Insurance	\$ 553,565	\$ 79,584	\$ 35,003	\$ 176,066	32%
001	400	504850	Personal Holiday	\$ -	\$ -	\$ -	\$ -	0%
001	800	504900	Workers' Comp	\$ 16,177	\$ 40,649	\$ 31	\$ 41,045	254%

001	800	505000	Retirement	\$	443,665	\$	114,457	\$	34,358	\$	213,091	48%
001	900	604000	Unemployment	\$	30,000	\$	-	\$	-	\$	7,017	23%
001	900		PERSONNEL SERVICES	\$	3,274,533	\$	796,596	\$	244,247	\$	1,500,883	46%
001	800	600100	Office Supplies	\$	20,200	\$	3,591	\$	1,502	\$	8,004	40%
001	700	600110	Grant Expenditures	\$	75,000	\$	18,096	\$	2,731	\$	41,015	55%
001	700	600150	Data Processing Support	\$	20,500	\$	7,323	\$	33	\$	7,376	36%
001	700	600200	Utilities	\$	94,200	\$	15,523	\$	6,444	\$	30,987	33%
001	500	600220	Communication Services	\$	262,200	\$	1,325	\$	-	\$	52,296	20%
001	900	600230	Advertising & Notices	\$	9,500	\$	181	\$	130	\$	833	9%
001	700	600300	Equipment Maint & Repair	\$	24,850	\$	5,868	\$	5,463	\$	15,040	61%
001	650	600350	Vehicle Maint & Repair	\$	99,000	\$	13,183	\$	6,109	\$	27,911	28%
001	650	600400	Facility Needs	\$	45,000	\$	9,444	\$	10,144	\$	34,324	76%
001	900	600600	Travel & Training	\$	58,000	\$	24,190	\$	1,438	\$	40,687	70%
001	800	600700	Membership & Subscription	\$	29,950	\$	19,023	\$	1,488	\$	22,999	77%
001	400	601500	Gas, Oil & Tires	\$	-	\$	-	\$	15	\$	-	0%
001	900	601700	Insurance	\$	150,000	\$	147,981	\$	-	\$	147,981	99%
001	700	603500	Books & Materials	\$	27,000	\$	6,540	\$	4,074	\$	12,653	47%
001	900	603600	Safety Committee	\$	3,000	\$	-	\$	-	\$	213	7%
001	900	603700	City Council	\$	23,500	\$	2,995	\$	139	\$	5,822	25%
001	900	603800	Planning Commission	\$	1,000	\$	404	\$	197	\$	601	60%
001	900	603900	Economic Development	\$	15,000	\$	-	\$	-	\$	-	0%
001	900	603950	Abatement	\$	25,000	\$	-	\$	-	\$	-	0%
001	900	603975	Contributions	\$	21,180	\$	20,180	\$	1,000	\$	21,180	100%
001	100	604400	Street Lights	\$	165,000	\$	43,252	\$	14,754	\$	87,514	53%
001	700	606500	Youth Program Support	\$	7,000	\$	994	\$	771	\$	2,872	41%
001	700	606550	Adult Program Support	\$	7,000	\$	1,235	\$	529	\$	1,969	28%
001	400	606600	Community Programs	\$	1,300	\$	2,428	\$	-	\$	2,428	187%
001	900	606660	Community Programs	\$	15,000	\$	3,180	\$	-	\$	3,786	25%
001	900	607500	Special Purchases	\$	70,500	\$	4,711	\$	1,794	\$	20,690	29%
001	900	608000	Supplies	\$	73,000	\$	10,434	\$	4,132	\$	24,724	34%
001	650	608050	Janitorial Supplies	\$	5,000	\$	467	\$	167	\$	1,288	26%
001	800	608100	Contract & Other Services	\$	453,500	\$	153,431	\$	128,258	\$	339,632	75%
001	900	608125	Audit Services	\$	25,000	\$	-	\$	-	\$	-	0%
001	500	608150	Volunteer Program	\$	35,000	\$	2,936	\$	-	\$	10,927	31%
001	500		MATERIALS & SERVICES	\$	1,861,380	\$	518,914	\$	191,313	\$	965,752	52%
001	900	801000	Unappropriated Surplus	\$	253,082	\$	-	\$	-	\$	-	0%
001	900		UNAPPROPRIATED	\$	253,082	\$	-	\$	-	\$	-	0%
EXPENSE TOTALS				\$	5,785,995	\$	1,315,509	\$	435,560	\$	2,466,635	43%
NET TOTALS						\$	5,631	\$	(156,734)	\$	1,293,695	

Administration Department

2nd Quarter Financial Report 2025-2026

Period 04 - 06
Fiscal Year 2026

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	100	620500	Equipment	\$ 20,000	\$ -	\$ -	\$ -	0%
001	100		CAPITAL OUTLAY	\$ 20,000	\$ -	\$ -	\$ -	0%
001	100	500000	Salaries	\$ 431,523	\$ 207,096	\$ 37,796	\$ 323,130	75%
001	100	501500	Overtime	\$ 3,000	\$ 186	\$ -	\$ 186	6%
001	100	504700	Social Security	\$ 28,074	\$ 15,840	\$ 2,957	\$ 24,962	89%
001	100	504800	Health Insurance	\$ 116,498	\$ 9,746	\$ 7,645	\$ 30,907	27%
001	100	504900	Workers' Comp	\$ 3,488	\$ 1,871	\$ 6	\$ 1,891	54%
001	100	505000	Retirement	\$ 87,175	\$ 33,250	\$ 3,489	\$ 44,851	51%
001	100		PERSONNEL SERVICES	\$ 669,758	\$ 267,990	\$ 51,892	\$ 425,927	64%
001	100	600100	Office Supplies	\$ 6,000	\$ 2,066	\$ 454	\$ 3,551	59%
001	100	600150	Data Processing Support	\$ 17,000	\$ 7,323	\$ 33	\$ 7,376	43%
001	100	600200	Utilities	\$ 10,500	\$ 1,846	\$ 1,006	\$ 3,918	37%
001	100	600230	Advertising & Notices	\$ 5,500	\$ 181	\$ 130	\$ 833	15%
001	100	600300	Equipment Maint & Repair	\$ 1,000	\$ -	\$ -	\$ -	0%
001	100	600600	Travel & Training	\$ 20,000	\$ 13,413	\$ 859	\$ 17,083	85%
001	100	600700	Membership & Subscription	\$ 25,000	\$ 18,663	\$ 1,473	\$ 22,507	90%
001	100	601700	Insurance	\$ 150,000	\$ 147,981	\$ -	\$ 147,981	99%
001	100	604400	Street Lights	\$ 165,000	\$ 43,252	\$ 14,754	\$ 87,514	53%
001	100	607500	Special Purchases	\$ 20,000	\$ -	\$ 805	\$ 3,409	17%
001	100	608000	Supplies	\$ 5,000	\$ 175	\$ 352	\$ 1,445	29%
001	100	608100	Contract & Other Services	\$ 300,000	\$ 83,301	\$ 97,579	\$ 217,929	73%
001	100		MATERIALS & SERVICES	\$ 725,000	\$ 318,200	\$ 117,446	\$ 513,545	71%
			EXPENSE TOTALS	\$ 1,414,758	\$ 586,190	\$ 169,339	\$ 939,472	66%

Police Department

2nd Quarter Financial Report 2025-2026

Period 04 - 06
Fiscal Year 2026

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	400	620500	Equipment	\$ 27,000	\$ -	\$ -	\$ -	0%
001	400	620520	Systems	\$ -	\$ -	\$ -	\$ -	0%
001	400		CAPITAL OUTLAY	\$ 27,000	\$ -	\$ -	\$ -	0%
001	400	631600	Transfer to General Reserve	\$ 55,000	\$ -	\$ -	\$ -	0%
001	400	631960	Trans to Bldg & Property Res	\$ 20,000	\$ -	\$ -	\$ -	0%
001	400		TRANSFERS	\$ 75,000	\$ -	\$ -	\$ -	0%
001	400	500000	Salaries	\$ 759,711	\$ 158,998	\$ 66,168	\$ 336,889	44%
001	400	500050	Full Time	\$ -	\$ -	\$ 116	\$ -	0%
001	400	501500	Overtime	\$ 100,000	\$ 16,897	\$ 5,726	\$ 34,568	35%
001	400	501600	Grant Overtime	\$ 12,500	\$ -	\$ -	\$ -	0%
001	400	504700	Social Security	\$ 53,432	\$ 13,765	\$ 5,649	\$ 29,097	54%
001	400	504800	Health Insurance	\$ 208,770	\$ 35,751	\$ 13,286	\$ 71,533	34%
001	400	504850	Personal Holiday	\$ -	\$ -	\$ -	\$ -	0%
001	400	504900	Workers' Comp	\$ 6,637	\$ 14,439	\$ 13	\$ 14,479	218%
001	400	505000	Retirement	\$ 194,905	\$ 50,523	\$ 20,728	\$ 107,171	55%
001	400		PERSONNEL SERVICES	\$ 1,335,955	\$ 290,374	\$ 111,686	\$ 593,735	44%
001	400	600100	Office Supplies	\$ 6,000	\$ 1,098	\$ 322	\$ 2,555	43%
001	400	600200	Utilities	\$ 50,000	\$ 8,014	\$ 3,103	\$ 15,685	31%
001	400	600220	Communication Services	\$ 200,000	\$ 1,325	\$ (6,881)	\$ 45,415	23%
001	400	600300	Equipment Maint & Repair	\$ 2,600	\$ 1,098	\$ -	\$ 1,198	46%
001	400	600350	Vehicle Maint & Repair	\$ 32,000	\$ 4,758	\$ 2,884	\$ 12,589	39%
001	400	600600	Travel & Training	\$ 13,000	\$ 2,111	\$ 339	\$ 4,392	34%
001	400	600700	Membership & Subscriptions	\$ 2,500	\$ 90	\$ 15	\$ 90	4%
001	400	601500	Gas, Oil & Tires	\$ -	\$ -	\$ 15	\$ -	0%
001	400	606600	Community Programs	\$ 1,300	\$ 2,428	\$ -	\$ 2,428	187%
001	400	607500	Special Purchases	\$ 15,000	\$ 1,231	\$ -	\$ 4,814	32%
001	400	608000	Supplies	\$ 13,000	\$ 1,505	\$ 230	\$ 4,209	32%
001	400	608100	Contract & Other Services	\$ 35,000	\$ 39,443	\$ 15,376	\$ 57,507	164%
001	400		MATERIALS & SERVICES	\$ 370,400	\$ 63,101	\$ 15,403	\$ 150,883	41%
			EXPENSE TOTALS	\$ 1,808,355	\$ 353,475	\$ 127,089	\$ 744,619	41%

Fire Department

2nd Quarter Financial Report 2025-2026

Period 04 - 06
Fiscal Year 2026

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	500	620500	Equipment	\$ 25,000	\$ -	\$ -	\$ -	0%
001	500		CAPITAL OUTLAY	\$ 25,000	\$ -	\$ -	\$ -	0%
001	500	631600	Transfer to General Reserve	\$ 110,000	\$ -	\$ -	\$ -	0%
001	500	631960	Trans to Bldg & Property Res	\$ 15,000	\$ -	\$ -	\$ -	0%
001	500		TRANSFERS	\$ 125,000	\$ -	\$ -	\$ -	0%
001	500	500000	Salaries	\$ 268,200	\$ 37,084	\$ 15,509	\$ 77,708	29%
001	500	500088	Wildland Firefighter	\$ 15,000	\$ -	\$ -	\$ 762	5%
001	500	501400	Call Time	\$ 15,000	\$ 368	\$ 680	\$ 1,907	13%
001	500	501500	Overtime	\$ 35,000	\$ 1,532	\$ 823	\$ 4,838	14%
001	500	501501	Overtime Wildland Firefighters	\$ 2,500	\$ 5,303	\$ -	\$ 5,303	212%
001	500	504700	Social Security	\$ 18,489	\$ 3,425	\$ 1,323	\$ 7,006	38%
001	500	504800	Health Insurance	\$ 88,372	\$ 6,129	\$ 2,304	\$ 12,422	14%
001	500	504900	Workers' Comp	\$ 2,297	\$ 18,826	\$ 3	\$ 19,131	833%
001	500	505000	Retirement	\$ 67,342	\$ 9,762	\$ 2,590	\$ 17,116	25%
001	500		PERSONNEL SERVICES	\$ 512,200	\$ 82,427	\$ 23,232	\$ 146,193	29%
001	500	600100	Office Supplies	\$ 2,000	\$ 1	\$ 201	\$ 203	10%
001	500	600110	Grant Expenditures	\$ 45,000	\$ 17,395	\$ 2,090	\$ 38,301	85%
001	500	600200	Utilities	\$ 17,000	\$ 2,753	\$ 1,186	\$ 5,666	33%
001	500	600220	Communication Services	\$ 62,200	\$ -	\$ 6,881	\$ 6,881	11%
001	500	600300	Equipment Maint & Repair	\$ 18,000	\$ 3,711	\$ 5,441	\$ 12,466	69%
001	500	600350	Vehicle Maint & Repair	\$ 57,000	\$ 4,924	\$ 2,450	\$ 8,755	15%
001	500	600600	Travel & Training	\$ 14,500	\$ 1,526	\$ 110	\$ 5,155	36%
001	500	600700	Membership & Subscription	\$ 1,200	\$ 270	\$ -	\$ 402	34%
001	500	607500	Special Purchases	\$ 10,000	\$ 1,400	\$ -	\$ 8,972	90%
001	500	608000	Supplies	\$ 40,000	\$ 4,959	\$ 2,821	\$ 12,989	32%
001	500	608100	Contract & Other Services	\$ 60,000	\$ 21,729	\$ 12,308	\$ 48,805	81%
001	500	608150	Volunteer Program	\$ 35,000	\$ 2,936	\$ -	\$ 10,927	31%
001	500		MATERIALS & SERVICES	\$ 361,900	\$ 61,604	\$ 33,488	\$ 159,523	44%
			EXPENSE TOTALS	\$ 1,024,100	\$ 144,030	\$ 56,719	\$ 305,716	30%

Property Maintenance Department

2nd Quarter Financial Report 2025-2026

Period 04 - 06
Fiscal Year 2026

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	650	500000	Salaries	\$ 185,452	\$ 34,017	\$ 13,945	\$ 75,275	41%
001	650	501500	Overtime	\$ 2,500	\$ 179	\$ 151	\$ 509	20%
001	650	504700	Social Security	\$ 10,880	\$ 2,803	\$ 1,147	\$ 6,195	57%
001	650	504800	Health Insurance	\$ 38,666	\$ 10,221	\$ 5,290	\$ 25,215	65%
001	650	504900	Worker's Comp	\$ 1,352	\$ 5,366	\$ 3	\$ 5,378	398%
001	650	505000	Retirement	\$ 32,520	\$ 6,254	\$ 2,354	\$ 13,180	41%
001	650		PERSONNEL SERVICES	\$ 271,370	\$ 58,840	\$ 22,890	\$ 125,753	46%
001	650	600100	Office Supplies	\$ 200	\$ 13	\$ -	\$ 13	7%
001	650	600200	Utilities	\$ 4,200	\$ 1,089	\$ 288	\$ 1,838	44%
001	650	600300	Equipment Maint & Repair	\$ 2,500	\$ 1,059	\$ 22	\$ 1,375	55%
001	650	600350	Vehicle Maint & Repair	\$ 10,000	\$ 3,501	\$ 775	\$ 6,567	66%
001	650	600400	Facility Needs	\$ 45,000	\$ 9,444	\$ 10,144	\$ 34,324	76%
001	650	600600	Travel & Training	\$ 500	\$ -	\$ -	\$ -	0%
001	650	607500	Special Purchases	\$ 8,000	\$ 380	\$ -	\$ 380	5%
001	650	608000	Supplies	\$ 10,000	\$ 2,925	\$ 218	\$ 4,659	47%
001	650	608050	Janitorial Supplies	\$ 5,000	\$ 467	\$ 167	\$ 1,288	26%
001	650	608100	Contract & Other Services	\$ 25,000	\$ 1,818	\$ 2,226	\$ 5,622	22%
001	650		MATERIALS & SERVICES	\$ 110,400	\$ 20,698	\$ 13,840	\$ 56,067	51%
			EXPENSE TOTALS	\$ 381,770	\$ 79,538	\$ 36,730	\$ 181,820	48%

Library Department

2nd Quarter Financial Report 2025-2026

Period 04 - 06
Fiscal Year 2026

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	700	631960	Trans to Bldg & Property Res	\$ 25,000	\$ -	\$ -	\$ -	0%
001	700		TRANSFERS	\$ 25,000	\$ -	\$ -	\$ -	0%
001	700	500000	Salaries	\$ 258,659	\$ 56,577	\$ 20,186	\$ 119,280	46%
001	700	504700	Social Security	\$ 18,450	\$ 4,258	\$ 1,526	\$ 9,009	49%
001	700	504800	Health Insurance	\$ 97,786	\$ 16,310	\$ 5,961	\$ 33,094	34%
001	700	504900	Workers' Comp	\$ 2,293	\$ 146	\$ 5	\$ 164	7%
001	700	505000	Retirement	\$ 59,123	\$ 13,888	\$ 4,945	\$ 29,240	49%
001	700		PERSONNEL SERVICES	\$ 436,311	\$ 91,180	\$ 32,624	\$ 190,787	44%
001	700	600100	Office Supplies	\$ 5,500	\$ 373	\$ 491	\$ 1,570	29%
001	700	600110	Grant Expenditures	\$ 30,000	\$ 701	\$ 641	\$ 2,714	9%
001	700	600150	Data Processing Support	\$ 3,500	\$ -	\$ -	\$ -	0%
001	700	600200	Utilities	\$ 12,500	\$ 1,821	\$ 862	\$ 3,880	31%
001	700	600300	Equipment Maint & Repair	\$ 750	\$ -	\$ -	\$ -	0%
001	700	600600	Travel & Training	\$ 1,500	\$ -	\$ -	\$ -	0%
001	700	600700	Membership & Subscription	\$ 1,000	\$ -	\$ -	\$ -	0%
001	700	603500	Books & Materials	\$ 27,000	\$ 6,540	\$ 4,074	\$ 12,653	47%
001	700	606500	Youth Program Support	\$ 7,000	\$ 994	\$ 771	\$ 2,872	41%
001	700	606550	Adult Program Support	\$ 7,000	\$ 1,235	\$ 529	\$ 1,969	28%
001	700	607500	Special Purchases	\$ 5,000	\$ 1,700	\$ 989	\$ 3,114	62%
001	700	608000	Supplies	\$ 2,000	\$ 674	\$ 462	\$ 1,207	60%
001	700	608100	Contract & Other Services	\$ 16,500	\$ 1,263	\$ 269	\$ 2,048	12%
001	700		MATERIALS & SERVICES	\$ 119,250	\$ 15,302	\$ 9,088	\$ 32,026	27%
			EXPENSE TOTALS	\$ 580,561	\$ 106,482	\$ 41,712	\$ 222,814	38%

Municipal Court Department

2nd Quarter Financial Report 2025-2026

Period 04 - 06
Fiscal Year 2026

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	800	500000	Salaries	\$ 11,416	\$ 3,244	\$ 1,075	\$ 6,469	57%
001	800	501500	Overtime	\$ 500	\$ 87	\$ -	\$ 87	17%
001	800	504700	Social Security	\$ 840	\$ 247	\$ 79	\$ 485	58%
001	800	504800	Health Insurance	\$ 3,473	\$ 1,426	\$ 517	\$ 2,894	83%
001	800	504900	Workers' Comp	\$ 110	\$ 1	\$ 0	\$ 2	2%
001	800	505000	Retirement	\$ 2,600	\$ 779	\$ 251	\$ 1,533	59%
001	800		PERSONNEL SERVICES	\$ 18,939	\$ 5,784	\$ 1,923	\$ 11,470	61%
001	800	600100	Office Supplies	\$ 500	\$ 39	\$ 34	\$ 112	22%
001	800	600600	Travel & Training	\$ 1,500	\$ -	\$ -	\$ -	0%
001	800	600700	Membership & Subscription	\$ 250	\$ -	\$ -	\$ -	0%
001	800	608100	Contract & Other Services	\$ 17,000	\$ 5,878	\$ 500	\$ 7,721	45%
001	800		MATERIALS & SERVICES	\$ 19,250	\$ 5,916	\$ 534	\$ 7,833	41%
			EXPENSE TOTALS	\$ 38,189	\$ 11,700	\$ 2,457	\$ 19,303	51%

General Services Department

2nd Quarter Financial Report 2025-2026

Period 04 - 06
Fiscal Year 2026

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	900	640100	Contingency	\$ 100,000	\$ -	\$ -	\$ -	0%
001	900		CONTINGENCY	\$ 100,000	\$ -	\$ -	\$ -	0%
001	900	604000	Unemployment	\$ 30,000	\$ -	\$ -	\$ 7,017	23%
001	900		PERSONNEL SERVICES	\$ 30,000	\$ -	\$ -	\$ 7,017	23%
001	900	600230	Advertising & Notices	\$ 4,000	\$ -	\$ -	\$ -	0%
001	900	600600	Travel & Training	\$ 7,000	\$ 7,139	\$ 130	\$ 14,058	201%
001	900	601700	Insurance	\$ -	\$ -	\$ -	\$ -	0%
001	900	603600	Safety Committee	\$ 3,000	\$ -	\$ -	\$ 213	7%
001	900	603700	City Council	\$ 23,500	\$ 2,995	\$ 139	\$ 5,822	25%
001	900	603800	Planning Commission	\$ 1,000	\$ 404	\$ 197	\$ 601	60%
001	900	603900	Economic Development	\$ 15,000	\$ -	\$ -	\$ -	0%
001	900	603950	Abatement	\$ 25,000	\$ -	\$ -	\$ -	0%
001	900	603975	Contributions	\$ 21,180	\$ 20,180	\$ 1,000	\$ 21,180	100%
001	900	606660	Community Programs	\$ 15,000	\$ 3,180	\$ -	\$ 3,786	25%
001	900	607500	Special Purchases	\$ 12,500	\$ -	\$ -	\$ -	0%
001	900	608000	Supplies	\$ 3,000	\$ 195	\$ -	\$ 505	17%
001	900	608125	Audit Services	\$ 25,000	\$ -	\$ -	\$ -	0%
001	900		MATERIALS & SERVICES	\$ 155,180	\$ 34,093	\$ 1,465	\$ 46,164	30%
001	900	801000	Unappropriated Surplus	\$ 253,082	\$ -	\$ -	\$ -	0%
001	900		UNAPPROPRIATED	\$ 253,082	\$ -	\$ -	\$ -	0%
			EXPENSE TOTALS	\$ 538,262	\$ 34,093	\$ 1,465	\$ 53,181	10%

Streets Department

2nd Quarter Financial Report 2025-2026

Period 04 - 06
Fiscal Year 2026

REVENUES

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
011	000	400100	Beginning Fund Balance	\$ (2,514,567)	\$ (2,611,994)	\$ -	\$ (2,611,994)	104%
011	000	400400	Interest	\$ (100,000)	\$ (29,232)	\$ (10,054)	\$ (58,025)	58%
011	000	401300	Natural Gas Franchise	\$ (18,000)	\$ (4,232)	\$ -	\$ (4,232)	24%
011	000	401400	Telephone Franchise	\$ (1,700)	\$ (502)	\$ -	\$ (502)	30%
011	000	401450	Telecommunications Franchise	\$ (2,200)	\$ -	\$ -	\$ -	0%
011	000	401500	Television Franchise	\$ (12,000)	\$ (2,466)	\$ -	\$ (4,807)	40%
011	000	401600	Garbage Franchise	\$ (75,000)	\$ (19,860)	\$ -	\$ (42,580)	57%
011	000	401700	Electric Franchise	\$ (500,000)	\$ (143,494)	\$ (51,771)	\$ (321,683)	64%
011	000	402050	Truck Permits	\$ (3,000)	\$ (80)	\$ (704)	\$ (784)	26%
011	000	402400	Oregon State Highway Tax	\$ (280,000)	\$ (70,991)	\$ (26,044)	\$ (150,626)	54%
011	000	402700	Refunds & Misc	\$ (8,000)	\$ (17,268)	\$ (508)	\$ (36,265)	453%
011	000	403600	Road Maintenance Fees	\$ (100,000)	\$ (26,574)	\$ (8,851)	\$ (53,155)	53%
REVENUE TOTALS				\$ 3,614,467	\$ 2,926,692	\$ 97,932	\$ 3,284,651	91%

EXPENDITURES

011	110	620500	Equipment	\$ 25,000	\$ -	\$ -	\$ -	0%
011	110	620520	Systems	\$ 1,725,000	\$ -	\$ -	\$ -	0%
011	110	620540	Road Maintenance Expenditures	\$ 300,000	\$ -	\$ -	\$ -	0%
011	110		CAPITAL OUTLAY	\$ 2,050,000	\$ -	\$ -	\$ -	0%
011	110	631000	Transfer to PW Equip Reserve	\$ 35,000	\$ -	\$ -	\$ -	0%
011	110	631850	Transfer to Street Reserve	\$ 522,027	\$ -	\$ -	\$ -	0%
011	110		TRANSFERS	\$ 557,027	\$ -	\$ -	\$ -	0%
011	110	640100	Contingency	\$ 250,000	\$ -	\$ -	\$ -	0%
011	110		CONTINGENCY	\$ 250,000	\$ -	\$ -	\$ -	0%
011	110	500000	Salaries	\$ 303,953	\$ 62,226	\$ 24,466	\$ 133,398	44%
011	110	501400	Call Time	\$ 20,000	\$ 4,014	\$ 994	\$ 7,306	37%
011	110	501500	Overtime	\$ 10,000	\$ 1,266	\$ 969	\$ 3,145	31%
011	110	504700	Social Security	\$ 21,551	\$ 5,313	\$ 2,065	\$ 11,281	52%
011	110	504800	Health Insurance	\$ 78,156	\$ 12,318	\$ 5,823	\$ 28,058	36%
011	110	504900	Workers' Comp	\$ 2,677	\$ 5,609	\$ 6	\$ 5,628	210%
011	110	505000	Retirement	\$ 64,703	\$ 16,016	\$ 5,872	\$ 33,530	52%
011	110		PERSONNEL SERVICES	\$ 501,040	\$ 106,762	\$ 40,195	\$ 222,346	44%
011	110	600100	Office Supplies	\$ 500	\$ 59	\$ -	\$ 59	12%
011	110	600200	Utilities	\$ 12,150	\$ 2,065	\$ 1,087	\$ 4,533	37%
011	110	600300	Equipment Repair	\$ 25,000	\$ 2,021	\$ 813	\$ 10,958	44%
011	110	600350	Vehicle Maint & Repair	\$ 30,000	\$ 2,525	\$ 3,035	\$ 9,398	31%
011	110	600420	Systems Repair	\$ 100,000	\$ 107,666	\$ 564	\$ 120,972	121%
011	110	600600	Travel & Training	\$ 2,000	\$ 569	\$ -	\$ 569	28%
011	110	600700	Membership & Subscription	\$ 750	\$ 382	\$ -	\$ 382	51%
011	110	601700	Insurance	\$ 33,000	\$ 31,748	\$ -	\$ 31,748	96%
011	110	607500	Special Purchases	\$ 3,000	\$ 1,157	\$ -	\$ 1,595	53%
011	110	608000	Supplies	\$ 20,000	\$ 2,288	\$ 865	\$ 3,666	18%
011	110	608100	Contract & Other Services	\$ 15,000	\$ 4,505	\$ 434	\$ 9,196	61%
011	110	608175	Street Sweeping	\$ 15,000	\$ 2,970	\$ 1,261	\$ 4,323	29%
011	110		MATERIALS & SERVICES	\$ 256,400	\$ 157,955	\$ 8,060	\$ 197,398	77%
EXPENSE TOTALS				\$ 3,614,467	\$ 264,717	\$ 48,255	\$ 419,743	12%
NET TOTALS					\$ 2,661,975	\$ 49,677	\$ 2,864,908	

Water Department

2nd Quarter Financial Report 2025-2026

Period 04 - 06
Fiscal Year 2026

WATER REVENUES

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
012	000	400100	Beginning Fund Balance	\$ (326,921)	\$ (367,201)	\$ -	\$ (367,201)	112%
012	000	400400	Interest	\$ (28,000)	\$ (4,111)	\$ (1,414)	\$ (8,159)	24%
012	000	402700	Refunds & Misc	\$ (5,000)	\$ (590)	\$ (6)	\$ (1,083)	22%
012	000	402720	Public Works Inspection Fee	\$ (50)	\$ -	\$ -	\$ -	0%
012	000	402730	Haulable Water	\$ (2,000)	\$ (1,799)	\$ (66)	\$ (3,086)	154%
012	000	403700	Sale of Water	\$ (1,452,636)	\$ (419,904)	\$ (205,307)	\$ (855,204)	59%
012	000	403800	Meter Charges-Connection Fees	\$ (2,000)	\$ (1,624)	\$ -	\$ (4,996)	250%
012	000	403900	Service Fees	\$ (1,500)	\$ (500)	\$ (180)	\$ (1,020)	68%
012	000	403950	Delinquent Fees	\$ (15,000)	\$ (3,645)	\$ (1,880)	\$ (8,505)	57%
012	000	404100	Sale of Water to Seal Rock	\$ (1,000)	\$ -	\$ -	\$ -	0%
012	000	404125	H2O Program Donations	\$ (500)	\$ (150)	\$ (50)	\$ (300)	60%
WATER REVENUE TOTALS				\$ 1,834,607	\$ 799,523	\$ 208,902	\$ 1,249,554	68%

WATER PLANT EXPENDITURES

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
012	120	620500	Equipment	\$ 10,000	\$ -	\$ -	\$ -	0%
012	120		CAPITAL OUTLAY	\$ 10,000	\$ -	\$ -	\$ -	0%
012	120	640100	Contingency	\$ 50,000	\$ -	\$ -	\$ -	0%
012	120		CONTINGENCY	\$ 50,000	\$ -	\$ -	\$ -	0%
012	120	500000	Salaries	\$ 229,342	\$ 50,983	\$ 17,911	\$ 103,904	45%
012	120	501400	Call Time	\$ 25,000	\$ 6,185	\$ 2,085	\$ 12,446	50%
012	120	501500	Overtime	\$ 10,000	\$ 88	\$ 2,284	\$ 3,022	30%
012	120	504700	Social Security	\$ 16,590	\$ 4,430	\$ 1,739	\$ 9,258	56%
012	120	504800	Health Insurance	\$ 60,990	\$ 13,356	\$ 4,281	\$ 26,606	44%
012	120	504900	Workers' Comp	\$ 2,061	\$ 1,856	\$ 4	\$ 1,868	91%
012	120	505000	Retirement	\$ 49,963	\$ 13,557	\$ 5,108	\$ 28,000	56%
012	120		PERSONNEL SERVICES	\$ 393,946	\$ 90,454	\$ 33,412	\$ 185,104	47%
012	120	600100	Office Supplies	\$ 500	\$ 336	\$ -	\$ 336	67%
012	120	600150	Data Processing Support	\$ 8,000	\$ 3,498	\$ 242	\$ 4,223	53%
012	120	600200	Utilities	\$ 72,000	\$ 13,902	\$ 5,833	\$ 28,619	40%
012	120	600300	Equipment Maint & Repair	\$ 7,000	\$ 1,352	\$ 153	\$ 1,505	22%
012	120	600350	Vehicle Maint & Repair	\$ 5,500	\$ 432	\$ 227	\$ 1,048	19%
012	120	600400	Facility Needs	\$ 20,000	\$ -	\$ 200	\$ 200	1%
012	120	600420	Systems Repair	\$ 13,000	\$ 2,715	\$ 608	\$ 6,084	47%
012	120	600600	Travel & Training	\$ 1,500	\$ 412	\$ -	\$ 412	27%
012	120	600700	Membership & Subscription	\$ 4,000	\$ 382	\$ -	\$ 382	10%
012	120	601700	Insurance	\$ 46,000	\$ 42,121	\$ -	\$ 42,121	92%
012	120	607500	Special Purchases	\$ 12,500	\$ 830	\$ -	\$ 8,695	70%
012	120	608000	Supplies	\$ 40,000	\$ 2,267	\$ 7,204	\$ 12,711	32%
012	120	608100	Contract & Other Services	\$ 22,000	\$ 7,471	\$ 9,366	\$ 21,684	99%
012	120		MATERIALS & SERVICES	\$ 252,000	\$ 75,719	\$ 23,834	\$ 128,021	51%
WATER PLANT EXPENSE TOTALS				\$ 705,946	\$ 166,173	\$ 57,245	\$ 313,125	44%

WATER DISTRIBUTION EXPENDITURES

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
012	125	631800	Transfer to Water Reserve	\$ 21,085	\$ -	\$ -	\$ -	0%
012	125		TRANSFERS	\$ 21,085	\$ -	\$ -	\$ -	0%
012	125	640100	Contingency	\$ 100,000	\$ -	\$ -	\$ -	0%
012	125		CONTINGENCY	\$ 100,000	\$ -	\$ -	\$ -	0%
012	125	500000	Salaries	\$ 227,810	\$ 47,738	\$ 19,061	\$ 102,331	45%
012	125	501400	Call Time	\$ 5,000	\$ 974	\$ 483	\$ 2,297	46%

012	125	501500	Overtime	\$	7,500	\$	1,123	\$	804	\$	2,657	35%
012	125	504700	Social Security	\$	16,683	\$	3,857	\$	1,579	\$	8,311	50%
012	125	504800	Health Insurance	\$	61,388	\$	10,032	\$	4,614	\$	22,586	37%
012	125	504900	Workers' Comp	\$	2,073	\$	1,857	\$	5	\$	1,871	90%
012	125	505000	Retirement	\$	50,262	\$	11,807	\$	4,430	\$	24,939	50%
012	125		PERSONNEL SERVICES	\$	370,716	\$	77,388	\$	30,975	\$	164,992	45%
012	125	600100	Office Supplies	\$	4,000	\$	541	\$	179	\$	759	19%
012	125	600150	Data Processing Support	\$	9,000	\$	3,498	\$	242	\$	4,223	47%
012	125	600200	Utilities	\$	13,000	\$	1,786	\$	1,045	\$	4,277	33%
012	125	600300	Equipment Maint & Repair	\$	7,000	\$	998	\$	-	\$	1,786	26%
012	125	600350	Vehicle Maint & Repair	\$	15,000	\$	1,156	\$	651	\$	4,116	27%
012	125	600400	Facility Needs	\$	1,500	\$	-	\$	-	\$	305	20%
012	125	600420	Systems Repair	\$	70,000	\$	5,485	\$	2,214	\$	23,400	33%
012	125	600600	Travel & Training	\$	5,500	\$	412	\$	-	\$	577	10%
012	125	600700	Membership & Subscription	\$	5,000	\$	382	\$	-	\$	382	8%
012	125	601700	Insurance	\$	14,000	\$	14,350	\$	-	\$	14,350	103%
012	125	603980	H2O Program Expenses	\$	3,500	\$	-	\$	-	\$	-	0%
012	125	607500	Special Purchases	\$	8,000	\$	2,841	\$	-	\$	3,279	41%
012	125	608000	Supplies	\$	32,000	\$	8,571	\$	1,016	\$	15,831	49%
012	125	608100	Contract & Other Services	\$	32,000	\$	10,060	\$	1,047	\$	21,392	67%
012	125		MATERIALS & SERVICES	\$	219,500	\$	50,079	\$	6,395	\$	94,676	43%
012	125	702000	2012 Debt Repayment/Bond 2016	\$	310,800	\$	-	\$	-	\$	-	0%
012	125	702500	Rev Bond 2016 - Interest/Fees	\$	106,560	\$	53,280	\$	-	\$	53,280	50%
012	125		DEBT SERVICES	\$	417,360	\$	53,280	\$	-	\$	53,280	13%
WATER DISTRIBUTION EXPENSE TOTALS				\$	1,128,661	\$	180,748	\$	37,371	\$	312,948	28%
NET TOTALS					\$	452,602	\$	114,286	\$	623,481		

Sewer Department

2nd Quarter Financial Report 2025-2026

Period 04 - 06
Fiscal Year 2026

SEWER REVENUES

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
013	000	400100	Beginning Fund Balance	\$ (216,101)	\$ (260,083)	\$ -	\$ (260,083)	120%
013	000	400400	Interest	\$ (20,000)	\$ (2,939)	\$ (1,011)	\$ (5,834)	24%
013	000	402700	Refunds & Misc	\$ (1,500)	\$ (781)	\$ (574)	\$ (2,018)	135%
013	000	402720	Public Works Inspection Fee	\$ (100)	\$ -	\$ -	\$ -	0%
013	000	404400	Sewer Charges	\$ (1,300,000)	\$ (311,515)	\$ (106,491)	\$ (627,262)	48%
013	000	404500	Sewer Connection Fees	\$ (100)	\$ -	\$ -	\$ -	0%
SEWER REVENUE TOTALS				\$ 1,537,801	\$ 575,318	\$ 108,076	\$ 895,197	58%

SEWER PLANT EXPENDITURES

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
013	130	631000	Transfer to PW Reserve	\$ 6,000	\$ -	\$ -	\$ -	0%
013	130	631900	Transfer to Sewer Reserve	\$ 25,000	\$ -	\$ -	\$ -	0%
013	130		TRANSFERS	\$ 31,000	\$ -	\$ -	\$ -	0%
013	130	640100	Contingency	\$ 50,000	\$ -	\$ -	\$ -	0%
013	130		CONTINGENCY	\$ 50,000	\$ -	\$ -	\$ -	0%
013	130	500000	Salaries	\$ 204,800	\$ 49,304	\$ 17,238	\$ 100,613	49%
013	130	501400	Call Time	\$ 27,000	\$ 5,968	\$ 1,923	\$ 11,849	44%
013	130	501500	Overtime	\$ 10,000	\$ 1,772	\$ 1,964	\$ 5,124	51%
013	130	504700	Social Security	\$ 14,624	\$ 4,422	\$ 1,643	\$ 9,126	62%
013	130	504800	Health Insurance	\$ 53,825	\$ 10,756	\$ 4,047	\$ 22,039	41%
013	130	504900	Workers' Comp	\$ 1,819	\$ 2,571	\$ 4	\$ 2,584	142%
013	130	505000	Retirement	\$ 44,062	\$ 13,452	\$ 4,812	\$ 27,462	62%
013	130		PERSONNEL SERVICES	\$ 356,130	\$ 88,245	\$ 31,631	\$ 178,797	50%
013	130	600100	Office Supplies	\$ 700	\$ 336	\$ -	\$ 336	48%
013	130	600150	Data Processing Support	\$ 7,500	\$ 3,498	\$ 242	\$ 4,223	56%
013	130	600200	Utilities	\$ 46,000	\$ 10,317	\$ 3,784	\$ 20,938	46%
013	130	600220	Communication Services	\$ -	\$ (275)	\$ -	\$ -	0%
013	130	600300	Equipment Maint & Repair	\$ 10,000	\$ 252	\$ 243	\$ 495	5%
013	130	600350	Vehicle Maint & Repair	\$ 2,250	\$ 725	\$ -	\$ 1,403	62%
013	130	600400	Facility Needs	\$ 4,000	\$ 34	\$ 93	\$ 127	3%
013	130	600420	Systems Repair	\$ 45,000	\$ -	\$ 21,334	\$ 24,514	54%
013	130	600600	Travel & Training	\$ 2,500	\$ 412	\$ -	\$ 412	16%
013	130	600700	Membership & Subscription	\$ 1,500	\$ 382	\$ -	\$ 382	25%
013	130	601700	Insurance	\$ 57,000	\$ 52,194	\$ -	\$ 52,194	92%
013	130	607500	Special Purchases	\$ 7,000	\$ 840	\$ -	\$ 1,064	15%
013	130	608000	Supplies	\$ 72,000	\$ 10,578	\$ 2,000	\$ 19,712	27%
013	130	608100	Contract & Other Services	\$ 15,000	\$ 4,566	\$ 1,699	\$ 13,554	90%
013	130		MATERIALS & SERVICES	\$ 270,450	\$ 83,858	\$ 29,394	\$ 139,354	52%
SEWER PLANT EXPENSE TOTALS				\$ 707,580	\$ 172,103	\$ 61,025	\$ 318,151	45%

SEWER COLLECTION EXPENDITURES

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
013	135	631000	Transfer to PW Reserve	\$ 10,000	\$ -	\$ -	\$ -	0%
013	135	631900	Transfer to Sewer Reserve	\$ 25,000	\$ -	\$ -	\$ -	0%
013	135		TRANSFERS	\$ 35,000	\$ -	\$ -	\$ -	0%
013	135	640100	Contingency	\$ 67,774	\$ -	\$ -	\$ -	0%
013	135		CONTINGENCY	\$ 67,774	\$ -	\$ -	\$ -	0%
013	135	500000	Salaries	\$ 227,810	\$ 47,738	\$ 19,061	\$ 102,331	45%
013	135	501400	Call Time	\$ 8,000	\$ 974	\$ 483	\$ 2,297	29%
013	135	501500	Overtime	\$ 7,000	\$ 1,123	\$ 804	\$ 2,657	38%

013	135	504700	Social Security	\$	15,852	\$	3,857	\$	1,579	\$	8,310	52%
013	135	504800	Health Insurance	\$	57,949	\$	10,033	\$	4,614	\$	22,587	39%
013	135	504900	Workers' Comp	\$	1,970	\$	2,570	\$	5	\$	2,583	131%
013	135	505000	Retirement	\$	47,691	\$	11,807	\$	4,430	\$	24,939	52%
013	135		PERSONNEL SERVICES	\$	366,272	\$	78,101	\$	30,975	\$	165,704	45%
013	135	600100	Office Supplies	\$	3,000	\$	503	\$	179	\$	721	24%
013	135	600150	Data Processing Support	\$	8,500	\$	3,498	\$	242	\$	4,223	50%
013	135	600200	Utilities	\$	46,000	\$	7,417	\$	4,341	\$	16,774	36%
013	135	600300	Equipment Maint & Repair	\$	12,000	\$	644	\$	301	\$	1,267	11%
013	135	600350	Vehicle Maint & Repair	\$	13,000	\$	1,129	\$	565	\$	3,847	30%
013	135	600400	Building Repair	\$	2,000	\$	-	\$	-	\$	-	0%
013	135	600420	Systems Repair	\$	42,000	\$	4,756	\$	8,245	\$	13,637	32%
013	135	600600	Travel & Training	\$	4,000	\$	412	\$	-	\$	412	10%
013	135	600700	Membership & Subscription	\$	500	\$	382	\$	-	\$	382	76%
013	135	601700	Insurance	\$	18,000	\$	18,013	\$	-	\$	18,013	100%
013	135	607500	Special Purchases	\$	10,000	\$	830	\$	-	\$	1,268	13%
013	135	608000	Supplies	\$	8,500	\$	1,118	\$	408	\$	4,199	49%
013	135	608100	Contract & Other Services	\$	18,000	\$	5,866	\$	395	\$	12,812	71%
013	135		MATERIALS & SERVICES	\$	185,500	\$	44,568	\$	14,676	\$	77,556	42%
013	135	702000	DEQ Loan Repayment-Principal	\$	109,200	\$	-	\$	-	\$	-	0%
013	135	702500	Rev Bond 2016 - Interest/Fees	\$	37,440	\$	18,720	\$	-	\$	18,720	50%
013	135	703000	W/WW Loan 2019 - Principal	\$	14,283	\$	-	\$	-	\$	13,898	97%
013	135	703500	W/WW Loan 2019 Int & Fees	\$	14,752	\$	-	\$	-	\$	15,137	103%
013	135		DEBT SERVICES	\$	175,675	\$	18,720	\$	-	\$	47,754	27%
SEWER COLLECTION EXPENSE TOTALS				\$	830,221	\$	141,389	\$	45,652	\$	291,015	35%
NET TOTALS					\$	261,826	\$	1,399	\$	286,031		

City Council Strategic Reserve Fund

2nd Quarter Financial Report 2025-2026

Period 04 - 06
Fiscal Year 2026

REVENUES

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
020	000	400100	Beginning Fund Balance	\$ (1,030,684)	\$ (1,064,332)	\$ -	\$ (1,064,332)	103%
020	000	400400	Interest	\$ (24,000)	\$ (11,639)	\$ (4,003)	\$ (23,103)	96%
020	000	402700	Refunds & Misc	\$ (450,000)	\$ -	\$ -	\$ -	0%
REVENUE TOTALS				\$ 1,504,684	\$ 1,075,971	\$ 4,003	\$ 1,087,435	72%

EXPENDITURES

020	200	602200	Ollalla Meadows	\$ 590,000	\$ 12,893	\$ 6,487	\$ 24,639	4%
020	200		CAPITAL OUTLAY	\$ 590,000	\$ 12,893	\$ 6,487	\$ 24,639	4%
020	200	630300	Transfer to General Fund	\$ 839,684	\$ -	\$ -	\$ -	0%
020	200		TRANSFERS	\$ 839,684	\$ -	\$ -	\$ -	0%
020	200	607500	Special Purchases	\$ 37,500	\$ 6,000	\$ 11,000	\$ 30,049	80%
020	200	608100	Contract & Other Services	\$ 37,500	\$ 26,090	\$ -	\$ 40,836	109%
020	200		MATERIALS & SERVICES	\$ 75,000	\$ 32,090	\$ 11,000	\$ 70,885	95%
EXPENSE TOTALS				\$ 1,504,684	\$ 44,983	\$ 17,487	\$ 95,524	6%
NET TOTALS					\$ 1,030,988	\$ (13,484)	\$ 991,910	



**City of Toledo, Oregon
2026-2027 Urban Renewal Agency
& Budget Committee Calendar**

2/09/2026	Department Directors receive budget worksheets and information.
3/09/2026	Last day to submit narratives to the City Manager.
3/09/2026	City Manager meetings with Department Heads begin.
4/07/2026	<i>Budget Committee Training 6-8 p.m. at Toledo City Hall Council Chambers</i>
4/14/2026	Publish notice of Urban Renewal Budget & Budget Committee meetings. (Include notice of state shared revenue). Post on City website.
4/27/2026	City Manager to complete budget and budget message.
5/05/2026	First Budget Committee Meeting and State Shared Revenue Budget Public Hearing (<i>Meetings will be held at 6:00 p.m. starting with the Urban Renewal Agency (URA) Budget and immediately followed by the Toledo Budget Committee meetings in the City Council Chambers at Toledo City Hall</i>)
5/12/2026	Second URA/Budget Committee Meeting Public Hearing continued.
5/19/2026	Third URA/Budget Committee Meeting Public Hearing continued.
6/4/2026	Publish notice of Public Hearings before the City Council.
6/17/2026	Public Hearing before the City Council to adopt appropriations, tax rate, declare levy and elect to receive State Shared Revenue.
7/10/2026	Submit documents to Lincoln County Assessor.
9/15/2026	Send copy of all budget documents to Lincoln County Clerk.

HR Director Update: January 21, 2026

Our 2026 Employee & Volunteer Appreciation Event is from 6p to 8p on Friday, January 23rd – hope you can come!

1. Talent Acquisition

- Jensen Strategies has scheduled Feb 2nd for Finance Director Candidate recommendations with a final interview date of Feb 10th.
 - New Hire Amanda Hankins joined the City as our latest Firefighter/EMT on January 5th.
 - Employment offer to Orrin Wallace as Lateral Police Officer has been accepted ~ start date is Feb 2nd.
-

2. Compliance & Training

- Much appreciation for your adoption of the 2026 Handbook! Rollout plans are underway.
 - Reviewing online HR systems to support compliance, efficiency and workforce needs in terms of applicant tracking, automated onboarding, digital HR functionality and employee services such as electronic tracking of time & attendance.
-

Police Department Monthly Report

December 2025

News:

Nothing to report

Major Arrests

Nothing to Report

Community Engagement

Public Safety Update – Mail Theft & Package Theft Prevention – Community Outreach Synopsis

During the holiday season, Toledo PD issued a community advisory on increased mail theft and porch pirate activity. The outreach provided residents with proactive steps to protect themselves, including enrolling in USPS Informed Delivery, reporting missing mail to the U.S. Postal Inspection Service, and avoiding mailing checks or sensitive documents whenever possible. Additional guidance was given on reducing package-theft risks through secure delivery options, delivery tracking, and maintaining awareness of suspicious activity. This initiative aligns with Toledo PD's directives on crime prevention, community partnership, and public education by promoting situational awareness and encouraging residents to take active steps in safeguarding their property.

Public Safety Update – Road Closure Notification

On December 18, 2025, the Toledo Police and Public Safety Department issued a public notification via official social media channels advising the community that Yaquina Bay Road was closed between mileposts 6 and 7 due to safety concerns. The closure was implemented in coordination with community partners and was expected to remain in effect overnight, with conditions to be re-evaluated the following morning. This communication ensured timely public awareness, promoted roadway safety, and supported interagency coordination during a dynamic roadway condition.

Enforcement Campaign

Nothing to report.

Training

Karley's Law / Child Abuse Response – Newport, OR

Officers Cross and Bailey, Detective Shinholster, Sergeant Pitcher, and Chief Pace attended a Karley's Law training presented by the local Children's Advocacy Center and the Oregon Department of Human Services. The course focused on mandatory reporting obligations, medical evaluation requirements for suspected child abuse, and best practices for coordinating law enforcement, child welfare, and medical professionals. This training strengthens our response to crimes against children, supports trauma-informed investigations, and aligns with departmental directives regarding victim protection and interagency collaboration.

CPR/AED/First Aid Certification – Toledo, OR

Officer Tim Cross completed Adult and Child CPR/AED/First Aid training to maintain his required lifesaving certification. This training satisfies Department of Public Safety Standards and Training (DPSST) requirements mandating that sworn officers maintain current CPR, AED, and First Aid certification at all times. Maintaining this certification supports departmental training directives, ensures readiness to respond to medical emergencies, and aligns with accreditation standards emphasizing officer preparedness, risk reduction, and community safety.

Firearms Training and Qualification – Toledo, OR

Detective Dalynn Shinholster and Officers Tim Cross, Christian Bailey, and Ryan Gaughan completed department-approved firearms training and qualification on the patrol rifle and duty handgun. The course was instructed by Lincoln County Sheriff's Office Deputy Cloud, a certified Range Master. This training ensures compliance with departmental firearms directives and Department of Public Safety Standards and Training (DPSST) requirements, and supports accreditation standards requiring documented firearms proficiency, safe handling, and operational readiness for sworn personnel.

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

Nothing to report.

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

Nothing to report.

Other News

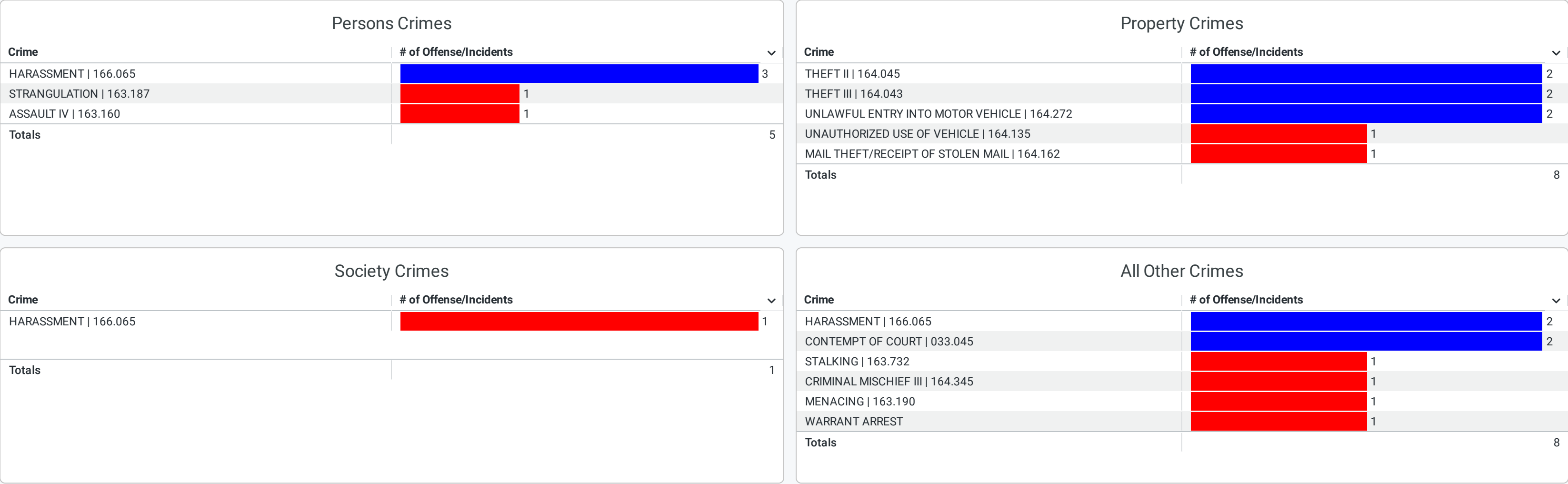
Nothing further to report.



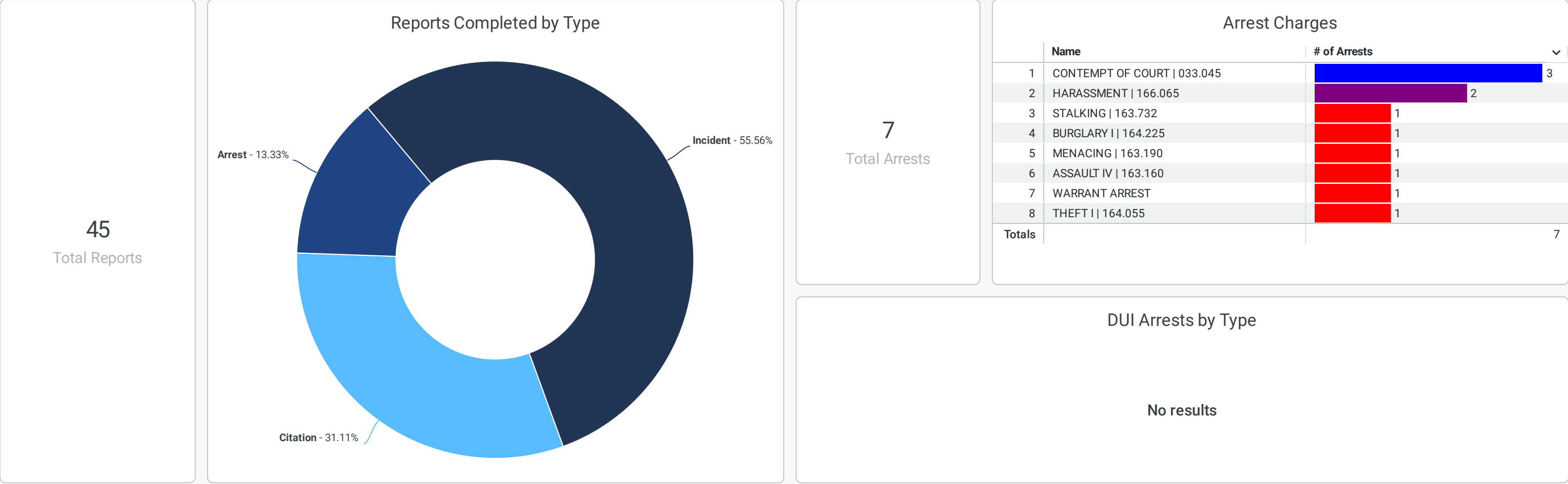
If "No Results" is Displayed - No Crime of Those Types Occurred



Crimes Reported



Reports & Arrests



Citations Issued



Police Department Monthly Report Recap

2025

Public Safety and Critical Incidents

Throughout the year, officers responded to and investigated serious and complex crimes, including homicide investigations, child exploitation cases, firearm-related offenses, and large-scale fraud targeting vulnerable seniors. These incidents required coordinated responses with county, state, and federal partners and were handled in accordance with established directives governing crime scene integrity, major investigations, victim protection, and evidence handling.

Notably:

- Successful child exploitation investigations initiated through ICAC cyber tips resulted in arrests and seizure of digital evidence.
- Firearms recovery efforts removed stolen and unlawfully possessed weapons from circulation, enhancing community safety.
- Multi-agency coordination supported investigations ranging from violent crime to international financial fraud.

These efforts reflect the department's ability to respond effectively to high-risk incidents while maintaining professionalism and accountability

Community Engagement and Public Trust

Community engagement remained a cornerstone of departmental operations in 2025. Officers actively used outreach, education, and visibility to strengthen relationships and promote safety.

Key highlights include:

- Coffee with a Cop, National Night Out, Trunk-or-Treat, and other community events that fostered direct dialogue and trust.
- Timely public safety alerts addressing scams, mail and package theft, wildlife encounters, drug awareness, traffic disruptions, and emergency notifications.
- Support for community initiatives such as The Homie House youth resource program, food pantry drives, and public health awareness campaigns.
- Creative and relatable outreach—including light-hearted posts and recognition of community moments—that humanized the department and strengthened public connection.

These efforts align with directives emphasizing transparency, accessibility, crime prevention, and collaborative community policing.

Professional Training and Officer Readiness

The department placed significant emphasis on training, certification, and professional development to ensure officers are prepared for modern policing challenges.

In 2025, personnel completed training in:

- Firearms qualification (handgun and patrol rifle) under certified range instruction
- CPR/AED/First Aid, maintaining continuous DPSST-required lifesaving certifications
- Use-of-force case law, de-escalation, ethics, anatomy & physiology, bloodborne pathogens, and addiction response
- Child abuse response (Karley's Law), human trafficking interdiction, missing persons investigations, and records management
- Emergency management and multi-agency tabletop exercises

These trainings support departmental directives on officer safety, duty to render aid, lawful use of force, and continuous improvement, while meeting DPSST and accreditation standards.

Policy, Procedure and Accreditation Compliance

A substantial amount of work was dedicated to policy review, procedural updates, and accreditation alignment. Dozens of policies and procedures were initiated, updated, or reviewed to ensure compliance with evolving legal standards, best practices, and accountability requirements.

Areas addressed included:

- Use of force, body-worn cameras, evidence handling, records management, bias-free policing, emergency response, traffic enforcement, and employee standards
- Updates to NIBRS reporting, evidence submission, and subpoena processing procedures

This work reflects the department's commitment to risk reduction, transparency, and professional governance.

Recognition and Department Culture

The department celebrated achievements and professionalism within its ranks, including:

- Officer Ryan Gaughan's selection as VFW Officer of the Year, nominated by his peers
- Graduation of a new officer from the DPSST Basic Academy and successful transition into field training
- Continued emphasis on ethics, mentorship, and service-oriented policing

These recognitions reinforce a culture of integrity, accountability, and pride in public service.

Closing Perspective

In 2025, the Toledo Police Department demonstrated that public safety is not defined by enforcement alone, but by preparedness, compassion, professionalism, and partnership. Through complex investigations, proactive training, extensive policy work, and meaningful community engagement, the department continued to serve Toledo with integrity and dedication.

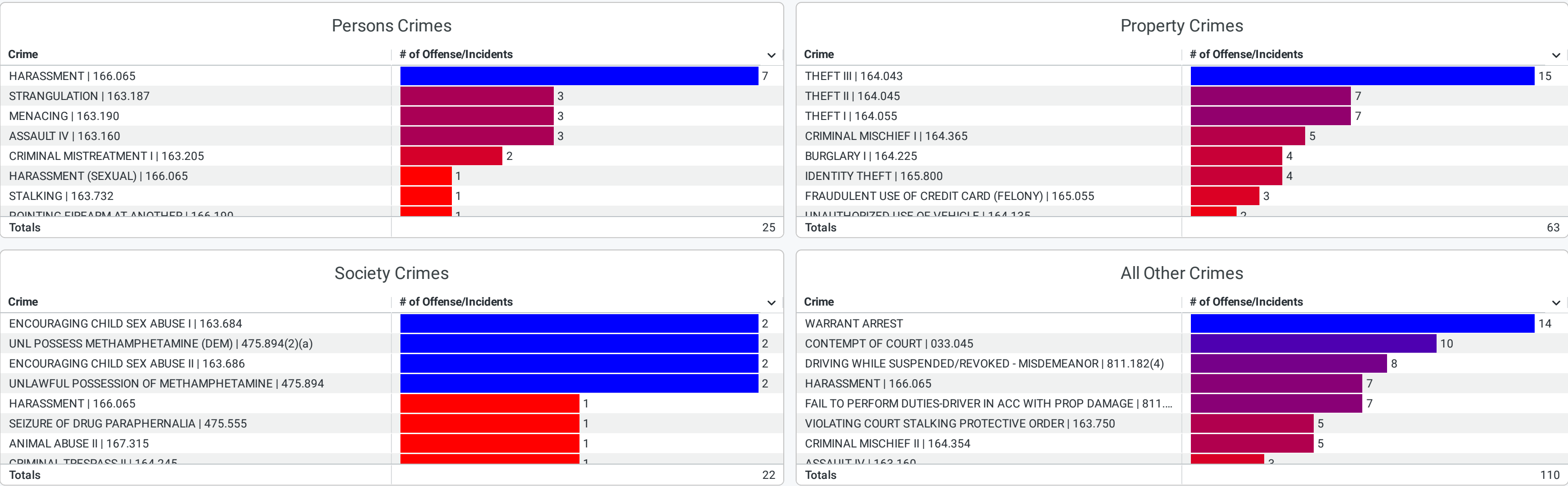
We remain committed to continuous improvement, transparency, and collaboration as we move into the coming year



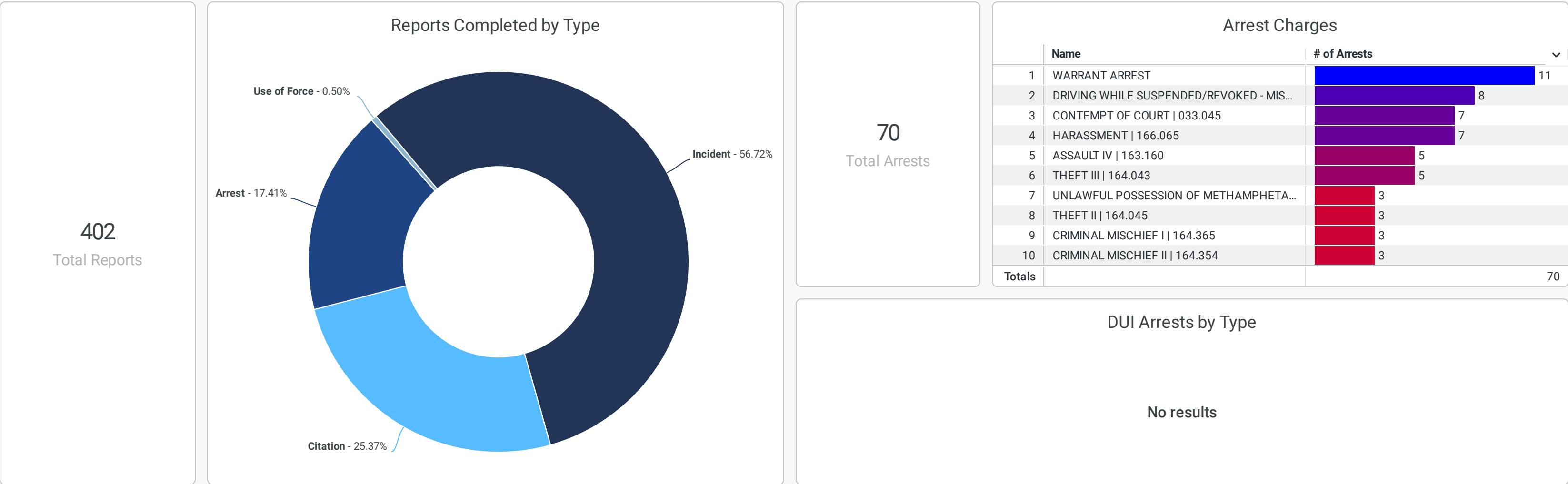
If "No Results" is Displayed - No Crime of Those Types Occurred



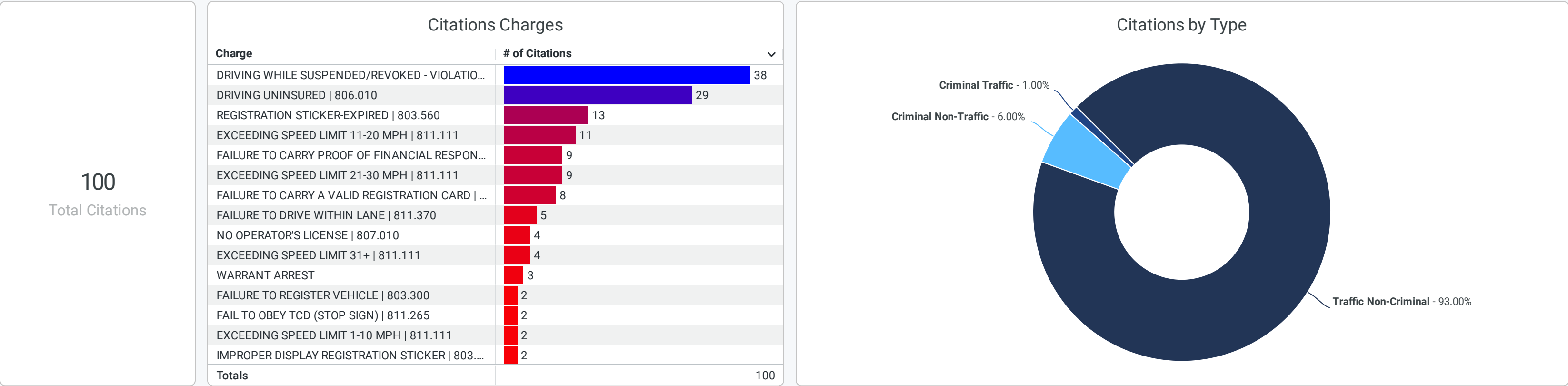
Crimes Reported



Reports & Arrests



Citations Issued





CITY OF TOLEDO FIRE DEPARTMENT
CITY COUNCIL REPORT
JANUARY 21, 2026



During the month of December our training schedule is modified to allow for festivities and well holidays such as Christmas Eve and New Years Eve.

On other news, our Heavy Brush 41 is in-service and operational. As this is our only 4WD fire engine we're excited to have it back in service before the inclement weather arrives.

Amanda Hankins started on January 5 and has been jumping right into projects. She's been tasked with working on a couple of community programs some that will incorporate other city departments to give us more exposure and help build up relationship. We'll be sure to keep you apprised of the dates for these events as we finalize things.

Robert Kilgore and Donald Ayarea along with Daniel and Will Sanning from Siletz are enrolled in the Advanced-EMT program through Idaho Medical Academy. This is primarily an online self-study course with a four-day skills training and testing that takes place at their Boise Campus in July. Following that they will return and continue with their clinical training through mid-summer. Amanda recently completed this training, and her knowledge of their program has been extremely helpful.

I was selected and have attended my first SB 454 Advisory Committee at the St. Fire Marshal's office on the 14th & 15th. (See attachments) This bill formally created an advisory committee to look at funding options for fire districts. While the focus is on Districts and not Departments there will be a lot to gain that should be applicable to all agencies as well. This main committee was comprised of agencies with budgets much larger than Siletz & Toledo. While our budgets pale in comparison to the next lowest of agencies a statement that was said numerous times, we all have the same issues .. it's just scale. We'll be meeting on the 3rd Thursday of each month, at least until September and more frequently if we need to keep the focus on funding and if needed develop draft language for legislative action to be submitted in the 2027 session.

Data.... we have data and here is our yearend report which is comprised of two different systems. Moving forward we will be able to pull this from our new RMS –(Record Management System) which will streamline the format and process.

In 2025 we respond to 322 calls for service. They break down as follows:

12- Fire

221- EMS

12- Hazard Conditions / No Fire

52- Service / Public Assistance

22- Good Intent

3- False Alarm

I look forward to your questions,

Dave

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

Enrolled
Senate Bill 454

Sponsored by Senators WEBER, FREDERICK; Senator STARR, Representatives GRAYBER, LEVY
B (Presession filed.)

CHAPTER

AN ACT

Relating to the revenue of rural fire protection districts; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SECTION 1. (1) The Department of the State Fire Marshal shall establish an advisory committee to advise the department on funding for rural fire protection districts.

(2) The advisory committee shall conduct a comprehensive review of:

(a) The services provided by rural fire protection districts.

(b) Funding mechanisms available to rural fire protection districts.

(c) Funding limitations applicable to rural fire protection districts.

(3) Based on the comprehensive review described in subsection (2) of this section, the advisory committee:

(a) Shall develop recommendations for funding rural fire protection districts that ensure adequate and sustainable services.

(b) May not develop recommendations to amend ORS 478.010 (2)(c).

(4) On or before December 31, 2026, the advisory committee shall report, in the manner prescribed in ORS 192.245, to a subcommittee or interim subcommittee of the Legislative Assembly related to public safety on:

(a) The results of the comprehensive review described in subsection (2) of this section; and

(b) The recommendations developed pursuant to subsection (3) of this section.

SECTION 2. Section 1 of this 2025 Act is repealed on January 2, 2027.

SECTION 3. This 2025 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2025 Act takes effect on its passage.

Passed by Senate June 10, 2025

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Obadiah Rutledge, Secretary of Senate

.....
Rob Wagner, President of Senate

Passed by House June 24, 2025

.....
Julie Fahey, Speaker of House

Received by Governor:

.....M.,....., 2025

Approved:

.....M.,....., 2025

.....
Tina Kotek, Governor

Filed in Office of Secretary of State:

.....M.,....., 2025

.....
Tobias Read, Secretary of State

COMMITTEE - Voting Members

Name	Title	Fire Department
Brian Stewart	Taskforce Co-Chair	Clackamas
Brian Smith	Taskforce Co-Chair	TVFR
Ben Stange	Fire Chief	Polk County/OFCA
Karl Koenig	OSFFC President	OSFFC
Devon Brown	Deputy Fire Chief	City of Medford
Amy Hanifan	Chief of Operations	McMinnville Fire Dist.
Trish Connolly	Deputy Chief of Admin.	League of Oregon Cities
Genoa Ingram	OFDDA Exec. Director	OFDDA
Brad King	J.C. Board President, OFDDA Member	OFDDA
Clint Benson	Fire Chief	Ontario Fire & Rescue
Erick Holsey	Fire Chief	La Pine
Kyle McMann	Fire Chief	Marion County #1
Chris Wolfard	Fire Chief	Applegate Fire Dist.
Russell Deboodt	Fire Marshal	Crook County Fire & Rescue
John Tracy	Fire Chief	Lebanon Fire Dist.
Dave Lapof	Fire Chief	Siletz Fire Dist., Toledo Fire Dept.
Brandon Hamilton	Fire Chief/Interim City Admin.	City of Dundee
Mariana Ruiz-Temple	Chief Fire Marshal - Executive Sponsor	OSFM
Travis Medema	Chief Deputy Fire Marshal	OSFM

COMMITTEE - Non-Voting Members and Staff

Claire McGrew	Chief Deputy Fire Marshal - Subject Matter Expert	OSFM Staff
Amber Wagler	Taskforce Administrator	OSFM Staff
Adam Meyer	Taskforce Policy	OSFM Staff
Sydney Smith	Analytics and Intelligence	OSFM Staff
Mariah Rawlins	Subject Matter Expert	OSFM Staff
Kassie Keller	Communications	OSFM Staff

SUBCOMMITTEE/PANEL MEMBERS

Name	Title	Fire Department
Greg Brody	Fire Chief	Vernonia RFPD
Joe Kaczinski	Fire Chief	Mist-Birkenfeld RFPD
Shane Cartwright	Fire Captain	Rocky Point Fire & EMS
Sean Lee	Fire Chief	Baker RFPD
David Feinberg	Fire Chief	Blodgett-Summitt RFPD
John Holmes	Fire Chief	Illinois Valley Fire Dist.
Tom Davidson	Fire Chief	Evans Valley Fire Dist. #6
Levi Eckhardt	Fire Chief	Jefferson Fire Dist.

City of Toledo Issue Tracker

[illegible]

City of Toledo - future agenda items list 2026

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
	Discussion: University of Oregon's Sustainable City Year Program (SCYP)	RH/CMAK

Goal #	January 28, 2026 Work Session	Staff Lead
	Volunteer Appreciation	
	Mix Report	
	Art Toledo	
	Stray Cats	

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 2026*

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 2026*

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 2026*

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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 2026*

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

City of Toledo - *future agenda items list 2026*

Goal #	December 2, 2026 Regular Meeting	Staff Lead

Goal #	December 16, 2026 Regular Meeting	Staff Lead

Goal #	December 23, 2026 Regular Meeting	Staff Lead