



Toledo City Hall
City Council Chambers
206 N. Main St
Toledo, Oregon 97391
6:00 PM

Toledo City Council
Regular Meeting – Conducted In Person and via the Zoom Meeting Platform
August 5, 2026

Virtual Meeting: The Toledo 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 Toledo 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 & Flag Salute**
2. **Roll Call & Quorum Determination**
3. **Public Comments**
 - a. In-Person/Online Comments
 - b. Submitted Comments
4. **Consent Agenda**
 - a. July 15, 2026 City Council Meeting Minutes
 - b. July 22, 2026 City Council Work Session Minutes
5. **Toledo Beat and/or Presentations**
6. **Discussion and Information Items**
 - a. Municipal Court Annual Report

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.

- b. Toledo Chamber of Commerce
- 7. Requests for Council Action**
 - a. Intergovernmental Agreement with Siletz Valley Fire District
 - b. Reclassification of Library Programs Specialist staff position
 - c. Approval of contracts with Topex, Inc.
 - d. Scott Edwards Architecture Contract - Public Safety Building
 - e. Homie House Event Fee Waiver Request
- 8. Staff Reports**
 - a. City Manager Report
- 9. Issue Tracker & Future Agenda Items**
 - a. Council Issue Tracker
 - b. Future Agenda Items
- 10. Council Comments**
- 11. Mayor's Comments**
- 12. Adjournment**

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



TOLEDO CITY COUNCIL
City Council Regular Meeting
July 15, 2026

1. Call to Order & Flag Salute

- a. Mayor Mix called the Toledo City Council Regular Meeting to order on Wednesday, July 15, 2026, at 6:36 PM at City Hall, 206 North Main Street, Toledo, Oregon 97391. The Pledge of Allegiance was not recited, as it had been conducted at the previous meeting.

2. Roll Call & Quorum Determination

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

Seat #	Council Member	Present	Via Zoom	Absent
n/a	Mayor Mix	X		
2	Council President Chambers	X		
1	Councilor Riley	X		
3	Councilor Kauffman			X
4	Vacant Seat			
5	Councilor Keating	X		
6	Councilor Burns	X		

- b. Staff Present: City Manager Rich Huebner and City Recorder Paul Johnson
c. Via Zoom: City Attorney Souvanny Miller, Auditor Teresa Hanford
d. Department Directors: TPD: Chief Michael Pace, PW: Brian Lorimor, Finance: Mindy Sutter, HR: Shawn Gribskov, Library: Harrison Baker, Contract Planner Justin Peterson.
e. A quorum was established
f. City Manager Rich Huebner noted for the record that, per prior council request, a representative update from the Economic Development Alliance of Lincoln County (EDLC) on the Art Oysters and Brews event would be added as Item 5a, replacing the previously scheduled City Recorder Presentation, which had already been delivered at the prior meeting.

3. Public Comments

- a. In-person/Online Comments
i. No in-person or online public comments were received.
b. Submitted Comments available on the Website
i. City Recorder Johnson noted that submitted written comments were available to the public within the meeting packet on the city website, listed

under "Other."

4. Consent Agenda

- a. Prior to the motion, Council President Chambers noted that several attributions in the minutes had been conflated between his remarks and those of Councilor Keating. The affected sections were identified as items 3a6, 4a, 9b2, 9b3 (specifically a reference to "blight," not "light"), and 10a. City Manager Huebner confirmed that the public-facing version had not yet been updated to reflect these corrections and requested the motion reference the minutes "as amended." City Recorder Johnson noted the corrections for the record.
- b. Motion to approve the July 8, 2026 City Council Special Meeting Minutes as corrected by Council President Chambers was made by Councilor Keating and seconded by Council President Chambers. The motion carried 5–0.

Seat #	M	S	Council Member	Yay	Nay	Abstained
n/a			Mayor Mix	X		
2		X	Council President Chambers	X		
1			Councilor Riley	X		
3			Councilor Kauffman			
4			Vacant Seat			
5	X		Councilor Keating	X		
6			Councilor Burns	X		

5. Toledo Beat and/or Presentations

- a. EDALC AOB Update
 - i. Stacy Keating and Sarah Budding of the Economic Development Alliance of Lincoln County (EDLC) presented an update on the upcoming Art Oysters and Brews event, scheduled for August 1st and 2nd from noon to 5:00 PM on Main Street. The EDLC representatives noted the event was last presented to council on February 18th, with planning having begun at the end of March.
 - ii. Key logistical details included: music and food trucks located in the city lot adjacent to Brewster's Whimsy, and a kids' zone in the BMO Bank lot. The core planning group consists of City Manager Huebner, EDLC staff, Charlie Cyphert and Amber Brown from the Toledo Chamber, artist Kim Bush, and 4-H leader and Toledo teacher Rachel Wallace. Kim Bush will lead the kids' community mural, and Rachel Wallace and her family will provide a petting zoo.
 - iii. Marketing efforts include a press release distributed to 15 media outlets, an advertisement in the July issue of Oregon Coast Today, four radio spots on KYAQ, KLCC, The Otter, and K Surf, social media posts, and banner placement at city entrances.
 - iv. Food and beverage vendors include Timber's Restaurant and Lounge (providing the oysters and brews component), Fisherman's Daughter's Food Truck, Bristo's Place, and Zeke's Shaved Ice on Sunday. Cobblestone Pizza is offering \$2 off large pizzas during the event. The event will feature 18 vendors (up from 11 the prior year), 15 artists (8 from Toledo, 7 returning), and 3 nonprofits tabling. The vendor registration deadline is July 27th. The Toledo Chamber will host a

welcome booth, and the Toledo Library will have a booth in the kids' zone. A second welcome booth will be staffed by the Chamber at the opposite end of the event to capture foot traffic from both directions, with clickers used at each entrance to track attendance.

- v. On the budget, EDLC representatives announced that Georgia-Pacific agreed to sponsor the Kids Community Mural with a \$2,000 contribution covering artist time, supplies, and two new canopies. Total committed funds are: EDLC, \$2,500; Georgia-Pacific, \$2,000; City of Toledo, \$8,000 (approved). Total expenses to date are \$8,743.36, with \$3,756.64 of funds remaining.
- vi. A public call for event volunteers was to be issued the following day, with the Toledo Chamber offering a \$10 Timber's voucher as an incentive for volunteers. Council members were encouraged to sign up for volunteer slots and to attend.
- b. City Recorder Presentation
 - i. This item was removed from the agenda, having been delivered at the prior meeting.

6. Discussion and Information Items

- a. 2024 – 2025 Audit Results
 - i. Auditor Theresa of Hanford and Associates presented the results of the FY 2024–2025 financial audit for the City of Toledo. The audit was conducted in accordance with generally accepted auditing standards (GAAS). She noted that a Single Audit under Government Auditing Standards was not required at this time, but would be revisited if circumstances changed.
 - ii. The audit's objective was to ensure the financial statements were free of significant misstatements due to fraud or error. Theresa confirmed there were no misstatements at the conclusion of the audit, no significant changes in accounting policies, and no audit adjustments or uncorrected misstatements. Significant accounting estimates reviewed included depreciation and useful lives of capital assets, net pension liability, OPEB obligations, allowance for uncollectible accounts, and compensated absences.
 - iii. One finding was issued regarding internal controls: a conflict of interest exists because the same firm that prepares the city's financial statements also conducts the audit. Theresa noted this is permitted under Oregon state law, is common among small cities, and is disclosed as a matter of full transparency rather than as an indicator of deficiency. She noted the financial statements are approximately 100 pages, making independent preparation by city staff impractical and costly. No additional internal control findings were issued, noting that City Finance staff, particularly Judy and Cindy, provided the evidence necessary to mitigate concerns stemming from staff turnover and delayed reconciliations. Theresa specifically acknowledged the contributions of City Manager Huebner and the new Finance Director.
 - iv. No compliance issues, subsequent events, fraud, illegal acts, disagreements with management, or audit difficulties were identified. Theresa confirmed her independence and noted no personal or financial

- relationship with city staff beyond the professional engagement.
- v. Theresa reported that the city's fund balances and overall financial condition are stable, with no concerns, and described the city as "headed in a positive direction." She also noted that prior period adjustments in the financial statements reflect ongoing cleanup of capital asset records, stemming from assets previously not removed when thresholds were increased from \$5,000 to \$10,000. These adjustments are not material and are expected to continue into the upcoming fiscal year.
 - vi. City Manager Huebner noted that formal council action to receive the audit would be taken under Item 7a
- b. City Councilor Interviews
- i. City Manager Huebner reported that a council vacancy had arisen following the resignation of former Council President Silvia. Two applications were received: one from Stu Strom and one from Nathan Keel. Both applicants were interviewed individually by the council using the standard candidate interview questions. The appointed seat is among those up for election in the current year, meaning the appointment would serve approximately five and a half months, with the option to run for election.
 - ii. **Interview** — Stu Strom: Strom, a long-time Toledo resident, described extensive community involvement including membership in the Junior Chamber of Commerce, the Toledo Active Group, over ten years organizing Toledo's fireworks shows, and service on the Port of Toledo. He previously served on the City Council. Strom indicated his familiarity with council operations, including meeting cadence and intergovernmental committee responsibilities, and acknowledged he would be unavailable for the next scheduled meeting due to travel. On the city's strengths, he cited the presence of a major employer and the city's strong water rights. On weaknesses, he identified the challenge of revitalizing Main Street in light of the changing retail landscape. When asked about priorities, Strom emphasized maintaining Toledo's livability and contributing historical institutional knowledge to council deliberations. He noted that he could not commit at this time to running for election, citing ongoing personal considerations.
 - iii. **Interview** — Nathan Keel: Keel, a Toledo resident of six years and UPS employee, described his motivation to serve as rooted in a desire to invest in the community for his family's future. He acknowledged limited formal community volunteer experience in Toledo, citing work demands and family circumstances during the COVID period, but expressed enthusiasm for civic engagement. He recently coached his son's soccer team as his first opportunity to connect with the community. Keel was candid about his limited familiarity with council procedures and the city charter, but expressed a strong willingness to learn and asked many questions of the council during his interview. When asked about whether he would run for the seat in the next election cycle, he responded affirmatively.

- c. Appointment and Oath of new City Councilor
 - i. Following the interviews, council deliberated. Mayor Mix moved to appoint Stu Strom, citing the value of his historical knowledge and institutional experience during a period when that perspective would be particularly beneficial to the council. Several council members expressed appreciation for both candidates. Councilor Keating expressed a desire for more discussion, voicing support for the prospect of a newer community member like Keel being engaged, and noting that it reflected positively on the community that someone new was stepping forward despite a period of civic dysfunction. Council President Chambers and Councilor Burns both expressed support for Strom based on his readiness to step in immediately and his depth of relevant community service. It was noted that Keel would be encouraged to run for the seat in the upcoming election.
 - ii. Motion to appoint Stu Strom to the vacant City Council seat was made by Mayor Mix and seconded by Councilor Burns. The motion carried 4–1, with Councilor Keating voting no and Councilor Kauffman absent.

Seat #	M	S	Council Member	Yay	Nay	Abstained
n/a	X		Mayor Mix	X		
2			Council President Chambers	X		
1			Councilor Riley	X		
3			Councilor Kauffman			
4			Vacant Seat			
5			Councilor Keating		X	
6		X	Councilor Burns	X		

- d. City Recorder Johnson administered the Oath of Office to Councilor Strom, who was sworn in to City Council Seat Number 4, with a term expiring in December 2026.

The council recessed briefly at approximately 7:40 PM.

7. Requests for Council Action

- a. Resolution No. 1616, Receiving 2024-2025 Financial Audit
 - i. City Manager Huebner explained that state law requires the governing body to formally acknowledge receipt and review of the annual financial audit when findings are present. The sole finding, the conflict of interest arising from the auditor preparing and auditing the financial statements, is common practice for small cities and was disclosed as a matter of transparency. A copy of the adopted resolution will be filed with the Oregon Secretary of State.
 - ii. Motion to approve Resolution No. 1616, a resolution of the Toledo City Council receiving the 2024–2025 fiscal year financial audit for the City of Toledo as presented by Hanford and Associates, was made by Councilor Strom and seconded by Councilor Riley. The motion carried 6–0.

Seat #	M	S	Council Member	Yay	Nay	Abstained
n/a			Mayor Mix	X		
2			Council President Chambers	X		
1		X	Councilor Riley	X		
3			Councilor Kauffman			
4	X		Councilor Strom	X		
5			Councilor Keating	X		
6			Councilor Burns	X		

b. Ordinance No. 1435, Traffic Calming Ordinance

- i. City Planner Justin Peterson presented Ordinance No. 1435, which establishes a new Traffic Calming (or "quick build") chapter in the Toledo Municipal Code (Chapter 10.30). The ordinance originated from council concerns about speeding on local streets and was developed by the Planning Commission over several months. Mayor Mix noted prior attendance of Planning Commission work sessions on this item for the record, acknowledging ex-parte contact, though no conflict of interest was identified.
- ii. The ordinance is focused exclusively on local streets, not arterials such as Business Highway 20. It provides a flexible menu of traffic calming devices, including speed bumps, speed cushions, bollards, and other features, to be evaluated by Public Works on a street-by-street basis. The process allows residents to initiate a request by gathering signatures from either 51% of affected residents or a minimum of 10 residents, whichever is lower. The application then proceeds to the Planning Commission for review and determination. Public Works may also independently initiate the process. An appeal process is available to the City Council, and a review mechanism exists to evaluate and potentially remove features after installation.
- iii. The ordinance is designed as a grassroots, resident-funded process, though council may appropriate funds for traffic calming through the budget process. Costs for devices such as speed humps were estimated in the range of \$1,500–\$2,500 depending on style.
- iv. Council discussion included debate over the 10-resident signature threshold. Council President Chambers argued it was too low and could result in unpopular improvements reaching the Planning Commission with insufficient community support, suggesting a raised or eliminated to default to the 50% of impacted parties threshold. Other members countered that the threshold was intentionally accessible and that the process itself, including Planning Commission review and the appeal mechanism, provided sufficient checks. It was also clarified that the city retains independent authority to implement traffic calming improvements on its own initiative, separate from this citizen-initiated process. The council ultimately did not amend the threshold.
- v. Motion to adopt Ordinance No. 1435 by title only, An Ordinance of the

City Council Creating Toledo Municipal Code Chapter 10.30, Implementing the Traffic Calming Procedures was made by Councilor Keating and seconded by Councilor Riley. The motion carried 4–2, with Councilors Strom and Chambers voting no.

Seat #	M	S	Council Member	Yay	Nay	Abstained
n/a			Mayor Mix	X		
2			Council President Chambers		X	
1		X	Councilor Riley	X		
3			Councilor Kauffman			
4			Councilor Strom		X	
5	X		Councilor Keating	X		
6			Councilor Burns	X		

- c. Toledo Fire Department—West/Resident building—roof replacement
- City Manager Huebner presented the request to approve replacement of the roof over the West/Resident portion of the Toledo Fire Department building, identified as Phase 1 of a planned three-phase roof replacement project included in the current year's Capital Improvement Plan. Three bids were received. The low bidder, True North, submitted a bid of \$32,625. Staff selected asphalt shingles over metal roofing after determining the cost difference was not justified, with quality shingles carrying a 30–35 year warranty. The full three-roof project was estimated at approximately \$96,000. Council authorized the City Manager to negotiate and execute the contract, including warranty terms.
 - Motion to authorize City Manager Huebner to negotiate and execute a contract not to exceed \$32,625 with True North to replace the West/Resident building roof at the Toledo Fire Department was made by Councilor Keating and seconded by Council President Chambers. The motion carried 5–1, with Mayor Mix voting no.

Seat #	M	S	Council Member	Yay	Nay	Abstained
n/a			Mayor Mix		X	
2		X	Council President Chambers	X		
1			Councilor Riley	X		
3			Councilor Kauffman			
4			Councilor Strom	X		
5	X		Councilor Keating	X		
6			Councilor Burns	X		

- d. Purchase of new Ford F-150 for the Water Treatment Plant
- City Manager Huebner presented the request to purchase a new Ford F-150 for the Water Treatment Plant, replacing a 2014 Ford F-150 approaching 100,000 miles and out of warranty. The vehicle is used for regular travel between the treatment plant, the Siletz pump station (9 miles), Newport water sample deliveries, and Mill Creek Dam via logging

roads. The purchase was included in the approved CIP. The existing vehicle would be retained as an unassigned administrative fleet vehicle rather than traded in, to be available for general city staff use, with costs for non-water utility use allocated to appropriate departments accordingly.

- ii. Motion to approve the purchase of a new Ford F-150 for the Water Treatment Plant for an amount not to exceed \$46,000 was made by Councilor Strom and seconded by Councilor Keating. The motion carried 6-0.

Seat #	M	S	Council Member	Yay	Nay	Abstained
n/a			Mayor Mix	X		
2			Council President Chambers	X		
1			Councilor Riley	X		
3			Councilor Kauffman			
4	X		Councilor Strom	X		
5		X	Councilor Keating	X		
6			Councilor Burns	X		

e. Water Management and Conservation Plan Update

- i. City Manager Huebner explained that the Oregon Water Resources Department issued a final order in October 2017 approving the city's current Water Management and Conservation Plan, with a required update submission no later than April 4, 2027. Staff recommended engaging GSI Water Solutions, which developed the original 2017 plan and has since completed the 2022 progress report and the 2023 Drinking Water Protection Plan. The contract was included in the current year's CIP.
- ii. Motion to approve and authorize the City Manager to execute an agreement with GSI Water Solutions to update the Water Management and Conservation Plan for the City of Toledo was made by Councilor Keating and seconded by Councilor Strom. The motion carried 6-0.

Seat #	M	S	Council Member	Yay	Nay	Abstained
n/a			Mayor Mix	X		
2			Council President Chambers	X		
1			Councilor Riley	X		
3			Councilor Kauffman			
4		X	Councilor Strom	X		
5	X		Councilor Keating	X		
6			Councilor Burns	X		

8. Staff Reports

- a. All staff reports were included in the council packet. No questions were raised on any staff reports.

9. Issue Tracker & Future Agenda Items

- a. Issue Tracker
- b. Agenda Items

- i. City Manager Huebner noted that Ryan Vogt, Executive Director of the Oregon Cascades West Council of Governments, has been scheduled to deliver his annual presentation at the September 16, 2026 council meeting.

10. Council Comments

- a. Councilor Burns inquired about National Night Out and was informed by City Manager Huebner that a representative would provide an update at the upcoming work session.
- b. Councilor Strom commended the Toledo Summerfest weekend, noting the large turnout, the successful fireworks display, and the positive atmosphere. He acknowledged the police department's security presence and thanked all involved volunteers, including Mayor Mix and Jackie.
- c. Councilor Keating raised the issue of potential funding instability for Toledo community organizations, specifically the Toledo Chamber of Commerce, the Lincoln County Historical Center, and the Yaquina Railroad Museum, that are substantially dependent on Transient Lodging Tax (TLT) funds distributed by Lincoln County. He noted that recent changes to state law now allow the county greater discretion in allocating TLT funds, reducing the required share directed toward tourism organizations from 70% to approximately 50%. He observed that the Toledo Chamber of Commerce receives \$30,000 annually from the county, a figure that has not increased in several years and effectively represents less value each year due to inflation, and that this amount is tied closely to the Chamber Director's compensation. Keating noted that at the day's Lincoln County Board of Commissioners meeting, agreements with four organizations including the Toledo Chamber were unexpectedly pulled from the consent agenda and delayed. While he expressed confidence the funding would ultimately be approved, he raised it as a signal that council should begin discussing whether the city should consider providing direct financial support to these organizations in anticipation of future reductions in county TLT distributions. Council President Chambers suggested that advocacy to the county should be a first step, and it was discussed that a letter from the Mayor and City Manager could be appropriate.
- d. Councilor Keating agreed to present a fuller update at the upcoming work session, with the item to be added for discussion.

11. Mayor's Comments

- a. Mayor Mix echoed praise for the Summerfest weekend, commending the police and fire departments and all volunteers. She noted the event required significant staffing effort and flagged that additional help would be needed in future years. She also noted that a Code Adam was activated during the event and was quickly and successfully resolved.

12. Adjournment

- a. There being no further business, the meeting was adjourned by the Mayor at 8:42 p.m.

APPROVE:

ATTEST:

Mayor Tracy Mix

City Recorder Paul Johnson

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



TOLEDO CITY COUNCIL
City Council Work Session
July 22, 2026

1. Call to Order and Flag Salute

- a. Mayor Tracy Mix called the July 22, 2026 City Council Work Session to order at 6:00 PM at Toledo City Hall, 206 N. Main St, Toledo, Oregon.

2. Roll Call and Quorum Determination

- a. City Recorder Johnson took roll call.

Seat #	Council Member	Present	Via Zoom	Absent
n/a	Mayor Mix	X		
2	Council President Chambers	X		
1	Councilor Riley	X		
3	Councilor Kauffman	X		
4	Stu Strom	X		
5	Councilor Keating	X		
6	Councilor Burns	X		

- b. The City Recorder noted that a full council was present. As this was a work session, no votes would be taken; the meeting was designated for discussion only.
- c. Staff Present: City Manager Rich Huebner, Code Enforcement Officer Ron Bush, and City Recorder Paul Johnson
- d. Via Zoom: Stu Strom, City Attorney Souvanny Miller and Abigail Yeo

3. Discussion and Information Items

- a. National Night Out Update
- Note: Due to technical connectivity issues with the remote presenter, the Council temporarily moved to Item 4b and returned to Item 4a once the connection was established.*
 - Ron Bush joined the meeting remotely to provide an update on the upcoming National Night Out event. The event is scheduled for **August 4th from 4:00 PM to 8:00 PM at Memorial Field**. Mr. Bush reported that approximately 24 organizations have committed to participate, slightly exceeding last year's attendance of 22. The field will open at approximately 1:00 PM to allow setup time for organizations such as GP, the fire department, and public works.

- iii. Mr. Bush confirmed that food, including hot dogs, hamburgers, chips, and beverages supplied by Big Foot, will be available. Participating organizations include Homey House, health care providers, 1st Student, ODF, TCB, the Railroad Museum, Phoenix Wellness, GP, Rotary, the library, JC Market, and others. Officer Wallace, arranged by Chief Pace, will assist with setup. Core setup of tables and chairs is expected to begin around 3:00 PM.
- iv. Mr. Bush indicated that volunteers are always welcome, particularly for setup and breakdown. Mayor Mix confirmed her availability to assist and inquired about swag for the City's table. City Manager Rich Huebner noted that city-branded items such as pens, hats, and water bottles would be reviewed and made available. Mr. Bush noted that his organization would have its own swag, including pencils, crayons, a coloring table, and the Rock Park mural for children to sign.
- v. The Council confirmed no additional needs from the City at this time, and Mr. Bush was thanked for his update.
- b. Strategic Reserve Fund
 - i. City Manager Huebner introduced the topic, noting that it arose from a prior special meeting in which Brenda Brown of the Lincoln County Historical Society attended and indicated that both the Historical Society and the Railroad Museum intended to again request funding from the Strategic Reserve Fund. This prompted a broader council discussion about the appropriate use and structure of that fund.
 - ii. City Manager Huebner outlined the key questions before the Council: whether outside organizations should continue to be eligible to request Strategic Reserve Fund dollars directly; and if so, whether that process should remain council-led or be routed through the Contributions Committee.
 - iii. Mayor Mix expressed support for the current structure, noting that routing these requests through the Contributions Committee would likely result in reduced funding amounts, as that committee tends to distribute limited funds across many applicants rather than fully funding any single request. She emphasized that the Toledo History Museum and the Railroad Museum are integral to the community and that the current approach is not broken.
 - iv. Councilor Keating raised a third option that had been discussed previously: moving recurring, known expenditures for these organizations directly into the city budget as line items. He argued that a fund named "strategic reserve" should be reserved for unanticipated needs, not predictable annual contributions. He expressed concern about placing these nonprofits in a position where they must return each quarter or each year to make their case for funds they have come to depend on. He noted that the quarterly disbursement structure he had previously advocated—intended to incentivize grantees to seek other funding sources—had not produced that outcome, and that these organizations had demonstrated both their need and their value.

- v. Council President Chambers agreed, suggesting that stable city support would be best expressed through intentional programming alignment, particularly with the Toledo Public Library. He noted that the library and the history-focused organizations already collaborate on programming, and that formalizing a budget relationship could deepen that partnership. He also raised the idea of exploring whether the city could help reduce organizational overhead costs, such as rent, potentially connecting these organizations to Urban Renewal resources or city-owned space in the longer term.
- vi. City Manager Huebner added that assigning these contributions a dedicated line item in the budget, whether under the library, administration, or another cost center, is administratively feasible and that staff would work to identify the most appropriate placement during the next budget cycle. He further noted that the current Strategic Reserve Fund already has a special purchases line item from which these contributions have been drawn, so no immediate structural change is required for the current fiscal year.
- vii. The Council reached general consensus that:
 - 1. For the current fiscal year, the Toledo History Center and the Railroad Museum will each be asked to submit a Strategic Reserve Fund application, from which their annual funding (understood to be \$12,000 each) will be disbursed in a single payment at the start of the fiscal year, rather than in quarterly installments contingent upon updates.
 - 2. Organizations will be welcomed and encouraged to provide periodic updates to the Council voluntarily, but such updates will not be a condition of receiving funds.
 - 3. Staff will incorporate these contributions as dedicated line items in the next annual budget, with the expectation of formalizing a closer relationship between these organizations and the library.
 - 4. The Strategic Reserve Fund will continue to be available for emergent or one-time organizational needs that fall outside the budget cycle, with the Contributions Committee remaining the primary pathway for general charitable requests.
- c. County Financial Support in Toledo
 - i. Councilor Keating presented his concerns regarding four agreements funded by Lincoln County's Transient Lodging Tax (TLT) revenues that had been placed on the Board of Commissioners' consent agenda and then removed without explanation. The four agreements involved the North Lincoln County Historic Museum, the Lincoln County Historical Society (which encompasses the Toledo History Center and Railroad Museum), the Toledo Chamber of Commerce (\$30,000), and the Yachats Chamber of Commerce.
 - ii. Councilor Keating noted that these agreements have remained unchanged for several years, meaning the organizations are effectively receiving less support in real terms due to inflation. He emphasized that the funding is

tied directly to operational capacity, including staff compensation, for at least some of the impacted organizations. He was careful to note that he does not believe the agreements will ultimately go unsigned, but that the unexplained removal from the consent agenda raised a significant concern about the future direction of county TLT spending.

- iii. He provided context on recent state legislative changes that will give counties greater flexibility in how TLT revenues are spent, reducing the prior requirement that a fixed proportion be directed toward tourism marketing activities, the basis upon which these organizations have historically received funding. Councilor Keating expressed concern that, as counties gain more discretion in spending TLT funds, organizations like the Toledo Chamber of Commerce and the city's history museums may face reduced or eliminated support, despite the tourism value that Toledo's events generate for the county as a whole. He noted that Toledo collects very little TLT revenue directly, having only four short-term rental units, and therefore cannot compensate locally for any reduction in county support.
- iv. Councilor Keating proposed that the city draft a formal statement of support to be submitted for inclusion in the **August 5th Board of Commissioners meeting agenda packet**, with a submission deadline of **July 28th**. He stated that the statement should: (1) advocate for the immediate approval of the four pending agreements, given the organizations' dependence on those funds for the current fiscal year; and (2) encourage the Board of Commissioners to recognize Toledo's unique position in the county's tourism ecosystem when making future TLT allocation decisions, and to consider increasing rather than reducing support for Toledo's organizations.
- v. Councilor Keating further proposed that any city advocacy on behalf of the three Toledo-based organizations, the Toledo History Center, the Railroad Museum, and the Toledo Chamber of Commerce, should only proceed with the explicit consent of those organizations, since the agreements are theirs with the county, not the city's. City Manager Huebner confirmed that he would reach out to the directors of all three organizations the following day to seek their consent and assess their needs.
- vi. Mayor Mix clarified for the record that the Council cannot formally direct Councilor Keating to coordinate with city staff; that authority rests with the City Manager. City Manager Huebner confirmed his willingness to involve Councilor Keating in the process.
- vii. Councilor Strom noted that Toledo has historically sent delegations to the county to advocate for a return of tourism-related revenues, based on the city's role as a destination, and expressed full support for letters of support.
- viii. The Council reached consensus to proceed with drafting a statement for the August 5th meeting, contingent upon confirmation from the affected organizations that they support the city's advocacy on their behalf.

- d. Code Enforcement Municipal Code Review
 - i. City Manager Huebner introduced this item, noting the timely arrival of City Attorney Souvanny Miller, who had been asked to research the legality and applicability of an escalating fee structure for code enforcement violations. He also noted a related concern: several properties in Toledo that are active code enforcement cases had liens that matured and entered foreclosure, with the county as the lienholder. Under applicable Oregon statute (ORS), the county tax collector is required to deed such properties to the county. City staff had been told the county would take possession in mid-May, but as of the meeting date, that process had not been completed, creating uncertainty about the city's responsibilities and options with respect to those properties.
 - ii. City Attorney Miller reported that for most serious nuisance violations, the city's existing code already classifies them as Class A infractions carrying a civil penalty of up to \$1,000 per day. This amount is separate from the city's authority to charge abatement costs and place liens on properties. She noted that this per-day fine can, in theory, run indefinitely, though practical limits exist, particularly the question of whether a court would uphold fines that exceed the value of the property. She compared Toledo's maximum penalty to those of comparable cities and constitutional limits on excessive fines, and indicated the current cap is appropriate.
 - iii. Regarding the escalating fee structure, the City Attorney confirmed that the city does not need to amend its code to implement a sliding fee schedule. As a matter of policy or administrative practice, the city could establish and advertise a graduated schedule, for example, a lower fine in the first week, escalating over subsequent periods, to encourage compliance and provide property owners with a clearer path forward, without immediately invoking the maximum penalty.
 - iv. On the question of whether these fines and enforcement actions can be applied to other government entities, including the county, the City Attorney indicated she had found no restriction in that regard; enforcement is property-based.
 - v. Council President Chambers expressed that he was previously unaware the existing code already contained a \$1,000-per-day penalty and indicated a strong interest in developing a clear framework for applying it. He emphasized that the intent is not to target occupied residential properties where owners may lack resources to make repairs, but rather specific vacant properties that have become acute public nuisances. He expressed frustration regarding at least one county-owned property, a vacant structure described as visually blighting the community, and suggested that the city consider inviting the county commissioners to view the property in person as part of initiating a more direct dialogue.
 - vi. City Manager Huebner also noted the importance of ensuring that if the city were to expend resources to abate a nuisance on a property that the county then takes possession of, the city should not bear that cost without benefit. He indicated interest in exploring whether an abatement could

- result in city acquisition or a negotiated transfer rather than the county simply taking a remediated property.
- vii. Councilor Strom affirmed that the purpose of fines is to serve as leverage to achieve compliance, and that the possibility of escalating fines leading to property loss is a key motivator for owners to act.
 - viii. Council also noted that a separate but related topic—potentially similar to an ordinance reviewed from the City of Pendleton—had been reviewed by the City Attorney, who confirmed its legality and applicability to Toledo. The Council agreed to defer detailed discussion of that topic to a future work session in September, potentially in conjunction with a Planning Commission meeting.
 - ix. City Manager Huebner committed to bringing a written draft policy to the Council, targeting the August 5th meeting if possible, or the third-week meeting at the latest, outlining how the city intends to implement its existing code enforcement authority. The Council also discussed the possibility of inviting the county commissioners to a council meeting or a site visit ahead of that policy discussion.
- e. Domestic Violence Vigil
- i. City Manager Huebner provided context, noting that last year the city held two candlelight vigils in October: the first in memory of Tasha Anderson, which was well-attended and well-received, and a second broader vigil for all victims and survivors of domestic violence, which had a smaller turnout. Former Council President Silvia had championed making the broader event an annual occurrence and had secured the support of Tasha Anderson's children for naming the event in her honor. A high school art contest to develop visual branding for the event had been attempted but received no submissions, likely due to timing at the end of the school year.
 - ii. Staff presented October 3rd as a proposed date, earlier in Domestic Violence Awareness Month than last year's second event and reflecting feedback that late October was chilly for an outdoor gathering.
 - iii. Mayor Mix initially questioned whether the low attendance at the second vigil warranted continuing the event, but indicated a willingness to give it another year to see how it fares. Councilor Strom expressed a preference for the city to express recognition of Domestic Violence Awareness Month through a mayoral proclamation rather than a formal annual event.
 - iv. Councilor Keating offered a counterpoint, arguing that attendance numbers should not be the primary metric for whether to hold the event. He drew a parallel to other symbolic civic gestures, such as the blue pinwheels displayed at City Hall in April for child abuse prevention, noting that such acts communicate the city's values regardless of public turnout. He cited District Attorney Wallace's remarks from last year, which emphasized that Lincoln County juries convict in domestic violence cases and that community members should feel safe coming forward. He argued that the event serves as a platform for organizations such as My Sister's Place to share resources, and that the symbolic importance of honoring Tasha Anderson's memory in the first anniversary year is itself

- sufficient reason to proceed, regardless of how many people attend.
- v. The Council reached consensus to proceed with the event on October 3rd at Waterfront Park. Staff will coordinate outreach to partner organizations, including My Sister's Place, the District Attorney's office, and the Sheriff's office. City Recorder Paul Johnson suggested formally designating the event as an annual occurrence on the first Saturday of October, and there was general agreement to name the event in honor of Tasha Anderson. City Manager Huebner suggested that the police department compile domestic violence data and statistics for the community that could be shared on social media in the lead-up to the event to raise awareness.
 - f. City Events Review
 - i. City Manager Huebner introduced this item as an opportunity for the Council to take stock of the events the city hosts or directly supports, assess whether the associated staff burden is appropriate, and identify any gaps or opportunities.
 - ii. The discussion was wide-ranging. Councilor Keating acknowledged a general tendency on the part of the Council to add events and programming without a corresponding review of whether to scale back anything, and suggested this was a moment to check in with staff honestly about workload. Mayor Mix affirmed that the goal of the conversation was not to eliminate events that the community values, but to ensure staff resources are deployed appropriately and that staff have the opportunity to suggest modifications that might reduce burden while preserving impact.
 - iii. Informally, the Council expressed enthusiasm about increasing the city's participation in the Wooden Boat Show, specifically the cardboard boat race hosted by GP. There was general support for fielding a city team in the race, with the City Manager designated as the pilot. *City Recorder Paul Johnson* noted that a quorum notice may be required if multiple council members participate in joint boat-building sessions. The Wooden Boat Show is scheduled for August 15th and 16th.
 - iv. Council members also discussed the possibility of the city having a float in the Summer Festival parade, noting that this had been discussed in prior years but not acted upon in time. The July 4th community event held at the park was referenced as a successful new addition, and Council members expressed a desire to continue and potentially expand it.
 - v. City Manager Huebner committed to bringing the two staff-directed questions to the management team at the next day's meeting: (1) whether any current city-supported events are placing undue burden on staff, and (2) what ideas staff have for improving or adding to the city's event programming. He indicated he would report back to the Council with staff's perspective at a future meeting.
 - vi. Mayor Mix noted that she would begin attending the Toledo Farmers Market beginning the following day to be accessible to community members.

4. Adjournment

- a. The mayor adjourned the meeting at 8:02 p.m.

APPROVE:

ATTEST:

Mayor Tracy Mix

City Recorder Paul Johnson

DRAFT

Toledo Municipal Court

Judges Report 2026

OFFENSE	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total
Animals at large									2	1		1	1	
Code viol (Junk, Drainage, Trash)					4				1		1			
Driving without privileges		1	1					1	2	2	6	1		
Driving While suspended	4	5	3	6	1		7	6	4	5	7	4	11	
Fail to obey traffic control device	3									2	1		1	
Fail to install IID								1			1			
Insurance problems	2	3	3	5			7	3	4	5	4	3	7	
License plates (switched, display)	6	2	1	1			6	1	4	4	1	2	4	
No passing zone passing								1						
Operating without lights										2				
Registration problems		1	3	1	1			1	2	2	3		1	
Seatbelt										1	3	5	4	
Speeding	2	1		2	1	4	1	3	1	1	2	8		
Turns Unlawful / unsignaled								2			2	1		
Turns Dangerous left														
Truck Route viol										1			1	



Offense By Year Report

Toledo Municipal Court

7/24/2026 12:01:56 PM

Violations For Violation Date From 06/01/2025 To 12/31/2025

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
17.46.030	Storage										2			2
8.04.110	Junk, Garbage and Rubbish										2			2
803.455	Failure to renew vehicle registration								1					1
803.505	Failure to carry registration							1	2	1				4
803.540	Failure to display / switch plates							1						1
803.550	Illegal alteration/display of plates									1				1
803.560	Improper display of registration tags						1	1	1		1		6	10
806.010	Driving without insurance						5	1	2	3			6	17
806.012	Failure to carry proof of insurance						2	2	1	2			1	8
807.010	Driving without privileges							1	1					2
811.111B	Violation of posted speed- (21-30)							1				1	1	3
811.111C	Violation of posted speed- (11-20)						2			1	1	3		7
811.111D	Violation of posted speed- (1-10)									1				1
811.175	Driving While Suspended						4	5	3	6	1		7	26
811.265	Failure to obey traffic control device						3							3
811.370	Failure to drive within lane											1		1

Report Totals:							17	13	11	15	7	5	21	89
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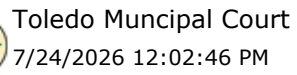
Offense By Year Report

Toledo Municipal Court

7/24/2026 12:02:46 PM

Violations For Violation Date From 01/01/2026 To 06/30/2026

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
06.04.050	Animal at Large		2	1		1	1							5
10.16.100	Violation of Posted Truck Route						1							1
10.24.030	Prohibited Action-Vehicles		1											1
15.20.040	Drainage Control				1									1
8.04.110	Junk, Garbage and Rubbish		1											1
803.300	Failure to register vehicle				1		1							2
803.455	Failure to renew vehicle registration		2	2	2									6
803.505	Failure to carry registration	1												1
803.540	Failure to display / switch plates	1		1										2
803.550	Illegal alteration/display of plates				1									1
803.560	Improper display of registration tags		4	3		2	4							13
806.010	Driving without insurance	2	4	2	4	2	7							21
806.012	Failure to carry proof of insurance	1		3		1								5
807.010	Driving without privileges	1	2	2	6	1								12
811.100	VBR- Violation of Basic Rule- (0-10)						1							1
811.111B	Violation of posted speed- (21-30)					1	1							2
811.111C	Violation of posted speed- (11-20)	3	1		2	7	2							15
811.125	Speed Racing/Exhibition of Speed			1										1
811.175	Driving While Suspended	6	4	5	7	4	11							37
811.210	Failure to use safety belt			1	3	5	4							13
811.265	Failure to obey traffic control device			2	1		1							4
811.335	Unlawful / unsignaled turn	2												2
811.350	Dangerous Left Turn				1									1
811.405	Failure to Signal with Lights				1	1								2
811.420	Passing In No Passing Zone	1												1
811.450	Violation of posted truck route			1										1
813.602	Failure to use ignition interlock device (IID)	1			1									2
816.330	Operating without required lighting			2										2



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1. Sales	100	120	150	180	200	220	250	280	300	320	350	380	2,700
2. Cost of Sales	60	72	90	108	120	132	150	168	180	192	210	228	1,620
3. Gross Profit	40	48	60	72	80	88	100	112	120	128	140	152	1,080
4. Selling Expenses	10	12	15	18	20	22	25	28	30	32	35	38	270
5. Administrative Expenses	8	9	10	11	12	13	14	15	16	17	18	19	160
6. Depreciation	5	5	5	5	5	5	5	5	5	5	5	5	60
7. Interest	2	2	2	2	2	2	2	2	2	2	2	2	24
8. Income Tax	1	1	1	1	1	1	1	1	1	1	1	1	12
9. Net Income	14	18	27	33	38	43	50	56	60	63	67	71	514

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City of Toledo
Request for City Council Action

Council Goal:	Meeting Date:	Agenda Topic:
Improve and stabilize the City's financial health <i>and</i> To stabilize and expand an inclusive, welcoming, and supportive work environment.	August 5, 2026	Intergovernmental Agreement with Siletz Valley Fire District
Prepared By:		Approved by:
Rich Huebner, City Manager		Rich Huebner, City Manager

Recommendation:

Motion to approve and authorize the City Manager to execute and Intergovernmental Agreement (IGA) between the City of Toledo and the Siletz Valley Fire District (SVFD) for the provision of Fire Chief and Training Officer Services, and expressly authorize the City Manager to execute future amendments to the agreement to effectuate an increase in compensation amount not to exceed the annual Consumer Price Index for All Urban Consumers (CPI-U) June inflationary rate for the West Region.

Background:

In early 2025, during a period of transition for the Toledo Fire Department, the City executed an Intergovernmental Agreement (IGA) with the Siletz Valley Fire District (SVFD), through which the SVFD would provide Fire Chief services. Upon evaluating the operational structure of the Fire Department, the Fire Chief determined that the services of a Training Officer was also required, and graciously provided the services of the SVFD Training Officer without requesting an amendment to the IGA.

Under the terms of the previous IGA, the Fire Chief and Training Officer tracked their hours on a monthly basis, and billed the City monthly based on the number of hours worked by each staff member at an agreed upon hourly rate. In preparing for the 2026-2027 fiscal year, the City Manager and Fire Chief discussed moving to a flat monthly billing model, which would ease administrative burden for both parties. In preparing the proposed IGA, the City Manager and Fire Chief reviewed the billing of the 2025-2026 fiscal year, on a quarterly basis, and found that the average monthly bill was \$5,850. Accounting for inflation, the City Manager and Fire Chief agreed that \$6,000 was a reasonable monthly rate.

The proposed IGA adds in the provision of Training Officer services, transitions billing to the above-described monthly billing structure, and adds in a right retained by the City to review the billing every three months to ensure the agreed-upon rate remains reflective

of services rendered. The proposed IGA shall continue in full force and effect unless and until canceled by either party, and includes a 60-day cancellation notice period to ensure the City adequate time to secure replacement services. Approving this RCA with the motion as written will enable City staff to update the compensation amount annually by a reasonable and measurable rate without needing to place on a City Council agenda.

Fiscal Impact:	Fiscal Year:	GL Number:
\$72,000	2026-2027	001-500-608100

Attachments:

1. IGA with Siletz Valley Fire District

INTERGOVERNMENTAL AGREEMENT
Between the CITY OF TOLEDO
and the SILETZ VALLEY FIRE DISTRICT

For

Provision of Fire Chief and Training Officer Services

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into by and between the **City of Toledo**, an Oregon municipal corporation (“City”), and the **Siletz Valley Fire District**, a rural fire protection district organized under ORS Chapter 478, (“SVFD”), 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; and
2. The SVFD has employees hired as Fire Chief and Training Officer, respectively and the City is in need of a Fire Chief and a Training Officer; and SVFD is willing to assist the City by providing Fire Chief and Training Officer services to the City.
3. The intent of this IGA is that some level of integration of fire response administrative services will alleviate duplication of staffing.

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. **Provision of Services.** The SVFD has an employee hired as a Fire Chief, and another employee hired as a Training Officer, each of whom SVFD will use to provide the City with Fire Chief and Training Officer services, consistent with the terms of this IGA.
 - a. **Fire Chief.** The SVFD shall provide Fire Chief services to achieve the following:
 - Work collaboratively with existing City staff on budget, operations and staffing of day-to-day operations;
 - Assure Business and Mercantile inspections occur on regular basis;
 - Provide customer service related to fire and life safety services to the citizens of the City;
 - Oversee the implementation of paid full-time fire services staff;

- Assure all fire service records related to training, maintenance, response and expenditures are compiled with and in accordance with City, state and federal requirements;
- Respond within Scope of Practice to emergencies; and
- Perform the duties and responsibilities of the Fire Chief for the City, more particularly described in the Fire Chief job description, attached as **Exhibit A**, and incorporated into this IGA.

b. **Training Officer.** The SVFD shall provide Training Officer Services to achieve the following:

- Provide leadership and instruction if daily and special project work assignments;
- Oversee the training of departmental career, volunteer, and student personnel;
- Perform the duties and responsibilities of Training Officer for the City, more particularly described in the Training Officer job description, attached as **Exhibit B**, and incorporated into this IGA.

Exhibit A is illustrative of the Fire Chief services and Exhibit B is illustrative of the Training Officer services which SVFD will provide to City. Neither the SVFD Fire Chief nor Training Officer will be an employee of City. This IGA does not require a certain number of FTE or weekly hours to provide either service. The provision of services will be at the discretion of the SVFD Fire Chief so long as City receives competent and adequate service. Moreover, the services provided by SVFD are not restricted to the individuals holding either equivalent position with SVFD; SVFD may provide the contracted services with other suitable SVFD personnel to allow for leave, training, and other circumstances that the SVFD Fire Chief reasonably determines allow for the provision of services by other SVFD personnel.

- c. **Compensation.** In exchange for the contracted services, the City agrees to be invoiced monthly on a monthly basis at a rate of \$6,000 inclusive of benefits and administrative cost by the SVFD. This amount was determined through calculating the monthly average billed by SVFD to the City during the 2025-2026 fiscal year and accounting for inflation. It is assumed that SVFD, in the discretion of the SVFD Fire Chief, will provide adequate working hours per week to City, subject to weekly variations, to accommodate accomplishing City tasks and objectives of the Fire Chief and the Training Officer.
- d. **Term.** This IGA shall become effective upon fulfillment of the terms of Section 2, and shall remain in full force and effect unless and until terminated by either or both parties pursuant to Section 3.
- e. **Evaluation period.** An evaluation of the effectiveness of this IGA shall be completed every six (6) months. The City Manager and Fire Chief shall confer on progress and recommended changes or adjustments in operations pertaining to Fire Services for the City. The City retains the right to review the compensation paid to SVFD pursuant to Section 1(c) every three (3) months to ensure the compensation amount remains generally reflective of the working hours dedicated to the City by SVFD and may be adjusted by written amendment executed by both parties.

2. **Effective Date.** This IGA shall become effective upon the date in which the final signature is affixed.
3. **Termination.** This IGA shall terminate upon the 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, payment for the services shall be prorated until the date of termination. The terminating party shall provide sixty (60) days advance notice of termination to ensure the City has adequate time to secure replacement services.
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 IGA shall not constitute a waiver by that party of that or any other provision of this IGA.
6. **Entire agreement.** This IGA constitutes the entire agreement between the parties on the subject of providing Fire Chief and Training Officer services. Any modification to this IGA must 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; Venue.** This IGA shall be governed and construed in accordance with the laws of the State of Oregon and Lincoln County. Any dispute under this Agreement or related to this Agreement will be governed by Oregon law, and any litigation arising out of the Agreement will be conducted in the Circuit Court of Lincoln County, Oregon. If a claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
9. **Nature of services.** This IGA calls for the sharing of personnel resources and personnel services, but does not provide for the creation of joint employees among the parties. Each SVFD employee providing services under this IGA is and will remain solely an employee of SVFD. SVFD shall be solely responsible for payment of all wages, insurance, PERS, benefits, employment taxes, workers' compensation insurance, and any other applicable employment-based benefits for its own employees. The parties agree and understand that at no time will any employee who provides services under this IGA be considered an employee of the other party, or a joint employee, for any purpose. The SVFD employees providing services under this IGA shall be governed by and shall apply the rules, policies, employment contracts (if applicable), performance standards, and regulations of SVFD. At no time will SVFD employees providing services to City be subject to any disciplinary policies or procedures of City.

The parties acknowledge that responsibility for fire service operations and call responses will continue to be handled by each party within its own respective territory. The parties agree to allow the SVFD Fire Chief complete operational control, within applicable policy directives. The parties

are mutual aid partners, and that relationship will continue in terms of responding to calls for service and overall fire service operations within each party's territory.

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 IGA, understands it, and agrees to be bound by its terms and conditions. Each person signing this IGA represents and warrants to have the authority to execute this IGA.

City of Toledo

Siletz Valley Fire District

By: _____
Rich Huebner, City Manager

By: _____
Rick Olson, Board President

Attested: _____
Paul Johnson, City Recorder

Dated this ____ day of _____, 2026

Dated this ____ day of _____, 2026

Exhibit A

	City of Toledo Fire Chief Job Description	
	Salary Range: \$8,402 – \$10,225	Department: Fire Dept
	Classification: FLSA Exempt	Supervisor: City Manager
	Representation: Non-Represented	Location: Fire Department

General Roles and Responsibilities

The Fire Chief is responsible for the overall management and supervision of the City's fire department; this is a management position in which the incumbent serves as a member of the City's management team. The Chief serves as a liaison to the Toledo rural fire protection district (RPF), which contracts with the City for services and acts as the City's emergency manager. Budgeting for the Fire Department is another significant responsibility of this role.

Supervision Received and Exercised

- Receives general direction from the City Manager
- Supervises all fire department staff and volunteers in a direct or indirect manner

Knowledge and Skills Required

Minimum Education

- High School Diploma or Equivalent (GED)
- Bachelor's Degree in Fire Science or a closely related field

Minimum Experience

- Minimum of five (5) years of fire years of experience working in a fire department, with at least three (3) years at the command level

Direct experience working with volunteer personnel preferred. An equivalent combination of experience and education will receive consideration.

Certifications/Licenses

- Valid Oregon Driver's License or the ability to obtain one upon acceptance of the position
- NFPA Instructor I certification; NFPA Firefighter II; NFPA Apparatus Driver/Operator; NFPA Fire Officer I; NFPA Apparatus Equipped with Fire Pump
- BLS card/certification

Preference will be given to applicants with EMT Basic certification or above.

Knowledge of:

- Principles, practices, and procedures of modern firefighting and prevention (extensive level)
- The operation of various types of firefighting apparatus and equipment maintained by the department (thorough level)
- Hazardous chemicals, gases, liquids, and explosives, and their potentials (extensive level)
- The geography of the service area as well as the location of draft sites, roads, and the location and nature of any hazardous areas (thorough level)
- Personnel management
- Budgeting and resource allocation
- Basic concepts in fire prevention methods, to include introductory knowledge of Oregon Fire Code, Oregon Building Code, and National Fire Protection Association Standards
- Building construction
- Educational methods and instructional techniques
- Principles, practices, and techniques of customer service and public speaking and presentations

Skill & Ability in:

- Evaluating fires; identifying dangerous chemicals, hazardous conditions, and their potential
- Reacting calmly and using sound judgment during emergency situations
- Team leadership
- Decision making in all aspects of job duties
- Planning, assigning, directing, supervising, and reviewing emergency operations
- Supervising and directing personnel and equipment during the worst possible conditions
- Exercising initiative and independent judgment
- Establishing and maintaining a healthy and effective relationship with subordinates, representatives of cooperating agencies, and the general public
- Maintaining effective working relationships with other City departments and the general public
- Computer literate in Microsoft Word, Excel, PowerPoint and other commonly used software
- Communicating effectively, both orally and in writing

Primary/Essential Responsibilities

Department Management

- A. Plans, directs and supervises the overall operations of the fire department.
- B. Prepares and administers the annual budget for the fire department.
- C. Develops long-range capital improvement and preventative maintenance programs for the Fire Department building and equipment.
- D. Directs the overall human resources functions of the fire department including policy development, employee and volunteer recruitment, training, evaluation, recognition and retention.
- E. Plans for the short and long-term staffing needs of the fire department, paying particular attention to volunteer recruitment, recognition, and retention.
- F. Plans and directs the overall training program for the department. Maintains a proper balance of training between fire prevention, suppression and emergency medical services to best serve the needs of the citizens of Toledo and the Toledo Rural Fire Protection District.
- G. Plans and implements a public relations, education and information program to position the fire department and the City of Toledo in a positive manner with its citizens.

- H. Directs and supervises operations at emergencies as the incident commander.
- I. Maintains effective working relationships with other related agencies to enhance mutual aid agreements and the City of Toledo's role in emergency response in Lincoln County.
- J. Prepares a variety of reports, serves on committees and participates in special projects at the direction of the City Manager.

Emergency Management

- A. Reviews the City's current emergency plan on an annual basis.
- B. Attends local meetings related to planning in the County which will impact the City of Toledo.
- C. Remains up to date on emerging issues which may impact the City's operations.

Serve on the County's Fire Defense Board

- A. Attends or hosts monthly meetings at various locations around Lincoln County.
- B. Disseminates information from the Fire Defense Board pertaining to current events, grants, and training to City officials.

Completes other duties as assigned.

(Tasks listed are intended to be descriptive and not restrictive. An employee in this classification may perform any of the tasks listed; however, these examples do not include all the tasks which an employee may be expected to perform.)

Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work environment consists of regular (60-80%) hazards or obstacles. Office-based tasks involve frequent distractions and interruptions. When providing emergency medical services, exposure to bodily fluids, unpleasant odors, and infectious disease occurs. In performing firefighting duties, exposure to hazardous chemicals, gases, and loud noise is typical. A moderately high level of risk or hazard is present overall.

Physical Requirements: Wearing personal protective gear, including self-contained breathing apparatus; pulling and lifting heavy objects such as fire hoses, ladders, equipment, or human bodies during rescues. Lifting under 5 pounds on a daily basis (75% of time); between 5 and 25 pounds on a daily basis (50% of time); 26 to 60 pounds on a daily basis (50% of time); over 60 pounds on a daily basis (30% of time); and up to a maximum of 250 pounds on occasion (20% of time) is required. A moderate level (40-60%) of physical effort is necessary overall.

The incumbent is expected to drive regularly to attend conferences and meetings.

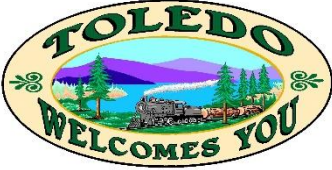
The work schedule occasionally fluctuates based on organization or customer needs, to include weekends, holidays, and odd hours. This fluctuation may occur with or without prior notice.

Additional Information

The employee is required to live within 30 minutes of the fire station within 3 months of employment. Fire suppression staff must adhere to annual NFPA 1582 standards and must submit to ongoing physical exams and fitness evaluations, including annual drug testing. Reasonable accommodation may be made to enable qualified individuals with disabilities to perform essential functions.

Essential competencies of this job are described under the headings above. They may be subject to change at any time. The omission of specific statements of duties, does not exclude them from the position, if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and may be changed by the employer at any time.

Exhibit B

	City of Toledo Training Officer Job Description	
	Salary Range: \$5,469 - \$6,792/month	Department: Fire Dept
	Classification: FLSA Exempt	Supervisor: Fire Chief
	Representation: Non-Represented	Location: Fire Department

General Roles and Responsibilities

The Training Officer provides all aspects of training to members (paid and volunteer) of the Fire Department and fulfills the duties of Fire Captain. The incumbent also maintains and keeps all related training documents and reports up-to-date and assists in the operation and maintenance of the Fire Department, including but not limited to responding to all calls for service.

Supervision Received and Exercised

- Functions under the general direction of the Fire Chief
- Serves in a lead capacity providing leadership and instruction in daily work or special project direction that is provided to personnel in similar job functions at comparable or subordinate levels. This work is limited to individuals in same work unit or work cell. This role is not responsible for hiring, firing, disciplinary actions, etc.

Knowledge and Skills Required

Minimum Education

- High School Diploma or Equivalent (GED)

Minimum Experience

- Minimum of 10 (ten) years of firefighting experience as a volunteer, part-paid, combination, or full-time fire department

Certifications/Licenses

- Must have a valid Oregon Driver's License or the ability to obtain one upon acceptance of the position
- Oregon Emergency Medical Technician or higher medical certification
- National Incident Management System certificates for IS-100, IS-200, IS-300, IS-400 and IS-700 within 1 Year of employment
- NFPA Firefighter I; NFPA Firefighter II (must possess within one year of hire); NFPA Instructor I (Preferred Instructor II); NFPA Fire Apparatus Driver/Operator; NFPA Apparatus Equipped with Fire Pump

Knowledge of:

- Principles, practices, and procedures of modern firefighting and prevention (extensive level)
- The operation of various types of firefighting apparatus and equipment maintained by the department (thorough level)
- Hazardous chemicals, gases, liquids, and explosives, and their potentials (extensive level)
- The geography of the service area as well as the location of draft sites, roads, and the location and nature of any hazardous areas (thorough level)

Skill & Ability in:

- Evaluating fires; identifying dangerous chemicals, hazardous conditions, and their potential
- Reacting calmly and using sound judgment during emergency situations
- Planning, assigning, directing, supervising, and reviewing emergency operations
- Supervising and directing personnel and equipment during the worst possible conditions
- Exercising initiative and independent judgment
- Establishing and maintaining a healthy and effective relationship with subordinates, representatives of cooperating agencies, and the general public
- Computer literate in Word, Excel, PDF, and other commonly used software
- Communicating effectively, both orally and in writing

Primary/Essential Responsibilities

Training

- K. Oversees the recruitment, retention, and training of volunteers and students.
- L. Develops and maintains a **comprehensive** training program that meets the requirements of OROSHA, DPSST, NWCG, AHJ, Supervising Physician and Oregon Health Authority.
- M. Issues DPSST Task Books and oversee their completion and submission.
- N. Directly participates in the training and/or supervision of training, of fire department members.
- O. Creates and maintains the annual training, monthly and yearly shift calendars.
- P. Assists in keeping and maintaining accurate records and reports using Firehouse or equivalent record keeping programs.
- Q. Maintains accreditation through the State of Oregon and assist with the annual City budget.
- R. Assists Fire Chief with the preparation of the annual City training budget.
- S. Represents the Fire Department as a member of the County Training Association.
- T. Submits a monthly Training Officer Report to the Fire Chief/Association by the second Monday of each month.

Fire Captain

- A. Participates in the inspection and maintenance of the fire station, related buildings, grounds, apparatus, tools and equipment.
- B. Oversees daily chores and apparatus checks, participating when necessary.
- C. Responds to and supervises emergencies as needed, exceptions are: day offs, sick leave, or other reasonable situations that may prevent response.
- D. Attends training as may be required by the Department to stay current with the latest modern fire-fighting trends and emergency operation techniques.
- E. Participates in annual Strategic Planning.

F. Serves as Duty Officer.

Completes other duties as assigned.

(Tasks listed are intended to be descriptive and not restrictive. An employee in this classification may perform any of the tasks listed; however, these examples do not include all the tasks which an employee may be expected to perform.)

Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The work environment consists of regular (60-80%) hazards or obstacles. Exposure to high noise levels, heat, cold, lack of lighting, confinement, chemicals, inclement weather, machinery, contagious diseases, or frequent interactions with hostile, attacking individuals is typical. Work is moderately physically demanding; physical efforts or manual labor such as carrying, constant movement, frequent lifting of light items, and some lifting of moderately heavy objects are necessary (40-60%) of the work time. Lifting up to 250 pounds may be necessary on occasion.

The incumbent is expected to drive regularly to complete normal job duties. The work schedule occasionally fluctuates based on organization or customer needs, to include weekends, holidays, and odd hours. This fluctuation may occur with or without prior notice.

Additional Information

The employee is required to live within 30 minutes of the fire station within 3 months of employment. Firefighters must adhere to annual NFPA 1582 standards and must submit to ongoing physical exams and fitness evaluations, including annual drug testing.

Reasonable accommodation may be made to enable qualified individuals with disabilities to perform essential functions.

Essential competencies of this job are described under the headings above. They may be subject to change at any time. The omission of specific statements of duties, does not exclude them from the position, if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and may be changed by the employer at any time.



City of Toledo
Request for City Council Action

Council Goal:	Meeting Date:	Agenda Topic:
To stabilize and expand an inclusive, welcoming, and supportive work environment.	August 5, 2026	Reclassification of Library Programs Specialist staff position and approval of associated job description.
Prepared By:		Approved by:
Rich Huebner, City Manager		Rich Huebner, City Manager

Recommendation:

Motion to approve the reclassification of the Library Programs Specialist, a Grade 10 staff position, to Public Programs Librarian, a Grade 18 staff position, to approve the associated job description, and authorize the City Manager to publicize for and high under the new classification.

Background:

In April 2026, the Library Programs Specialist submitted her resignation in order to accept an upward advancement opportunity with a previous employer. In evaluating the operational needs of the Toledo Public Library, Director Harrison Baker has requested to reclassify the Specialist position as Public Programs Librarian. This request and recommendation is in recognition of the advancement of the position by the previous incumbent, and the desire to recruit a successor who can maintain the position at the advanced level.

As support for the request, Director Baker has provided the following analytical data:

- 2024-2025 program attendance was **3,220** (this included Summer Reading, Storytime, etc.)
- 2025-2026 program attendance *through April* was **2,994** (this was up to the point of the incumbent's departure, and **does not** include Summer Reading)
 - Extrapolated for the full year, 2025-2026 program attendance projects at **3,992** (this includes 282 registrations as of the date of this RCO, and 250 before the end of June, for Summer Reading)
- Adult programs grew from dormancy in 2024 (0 participation per SLO Statistical Report) to multiple programs, such as Spice Club, Knit & Stitch Club, and multiple monthly arts and crafts events.
- During the previous incumbent's tenure, the library averaged 8-10 programs per month for all ages
- The previous incumbent also completed updating of the juvenile and young adult

collections.

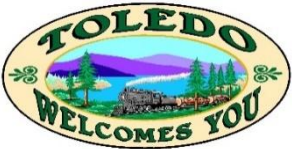
The increased cost for the new position is approximately \$11,500 annually. In recognition of the City's budget constraints, Director Baker has identified approximately \$11,500 in potential budget reductions. Given the estimated three-month delay in filling the position, much if not all of that gap will be made up in salary savings for the current 2026-2027 fiscal year. Additionally, the Library was the beneficiary of a significant donation, which is being managed on the City's behalf by the Lincoln County Foundation. This donation is exclusive to the Library, and not available to other departments; funds from this donation may be utilized in future years if budget constraints would otherwise create a hardship in maintaining the Library staff at the same level as will be established following this reclassification.

The current Salary Schedule for the City of Toledo does not include grades 11-17, so the proposed transition from Grade 10 to Grade 18 represents an upward advancement of one grade.

Fiscal Impact:	Fiscal Year:	GL Number:
\$11,500	2026-2027	001-700-500000 and 001-700-505500

Attachments:

1. Public Programs Librarian Job Description DRAFT

	City of Toledo Public Programs Librarian Job Description	
	Salary Range: \$3,969 to \$5,222 per month	Department: Library Department
	Classification: FLSA Non-Exempt	Supervisor: Library Director
	Representation: Toledo Employee Association	Location: Toledo Public Library

General Roles and Responsibilities

The Public Programs Librarian is responsible for coordinating educational and recreational services for our patrons and our community. These programs include the Summer Reading Program, podcast, author talks, workshops and more. The Public Programs Librarian will perform circulation, reference and other patron assistance duties on the Front Desk. This position is also responsible for development, cataloging and maintenance of the library's children's and young adult collections, including print and audiovisual media. The Public Programs Librarian position is paid on a salary basis with overtime eligibility.

Supervision Received and Exercised

- This position reports to the Library Director
- There are no supervisory functions for this position

Knowledge and Skills Required

- Strong written and verbal communication skills
- Knowledge of library policies, ethics, and professional principles
- Leading, teaching, and supporting learners of various ages in a variety of contexts
- Digital and information literacy
- Proficiency with common desktop software, including Microsoft Word and Excel, and ability to quickly learn and adapt to new and changing systems and processes
- Strong customer service skills
- Spanish fluency (written and verbal) preferred

Minimum Education

- High school diploma or equivalent required
- Master of Library Science or equivalent qualifications preferred

Minimum Experience

- Two years of experience in customer service or equivalent required
- Two years of experience in libraries, education, and/or other GLAM fields (galleries, libraries, archives, museums) preferred
- Experience with library software and processes preferred (Koha ILS, OCLC Connexion, etc.)

An equivalent combination of experience and education which demonstrates the knowledge, skills and ability to perform the essential duties of the position will be considered.

Licensing/Special Requirements:

- Valid Oregon Driver License or the ability to obtain one upon employment

Knowledge of:

- General knowledge of professional practices, procedures and techniques related to library programming, operations, and resources.
- Accurate spelling, punctuation and grammar in the English language

Skill & Ability in:

- Proficient in Microsoft Word, Excel and various other Office programs
- Excellent verbal and written communication skills
- Establishing priorities and organizing own workload
- Effectively delivering public presentations for both in-house and off-site programming and related activities

Essential Functions

Public Programming

- Plans, develops, and implements educational and recreational programs for children, teens and adults.
- Provides outreach to establish new audiences and promote the Library's services.
- Conducts programming activities and/or coordinates with outside vendors to deliver programming.
- Operates the Library's bookmobile for public events and outreach throughout Lincoln County. (Requires driving)
- Creates flyers, bulletin boards, media releases, and other marketing and promotional materials for the library's programs and services.
- Co-hosts the library's weekly podcast, including participating in the development of topics and scripts.
- Grant writing and management for library programming, including developing grant applications, tracking grant expenditures, and preparing grant closure reports.

Collection management

- Selects, purchases, catalogs and physically processes assigned collections.
- Performs periodic weeding of assigned collections and deaccessions materials as appropriate/according to library protocols.
- Plans, creates, and presents temporary displays of library materials
- Organizes, arranges, and rotates collection materials

Patron service

- Performs circulation and reference service including checking items in/out, placing materials on hold, assisting with interlibrary loans, and shelving materials.
- Provides assistance to patrons with technology-related questions.

Communication & Collaboration

- Communicate effectively, clearly and professionally in both verbal and written formats with department personnel, volunteers, partner agencies and the public
- Work collaboratively within a team environment to support department goals and service delivery
- Represent the department in public settings and community engagement activities as assigned

Attendance & Reliability

- Maintain regular and reliable attendance, including punctuality and availability for scheduled shifts, after-hours assignments, training and meetings.
-

(Tasks listed are intended to be descriptive and not restrictive. An employee in this classification may perform any of the tasks listed; however, these examples do not include all the tasks which an employee may be expected to perform.)

Working Conditions

Usual office and library working conditions: work is performed primarily in an office environment, using a computer, telephone, and a variety of office equipment. Schedule is flexible to accommodate some required offsite and after-hours work. The noise level is generally low except during performances and presentations. Crowded rooms, the presence of book dust, concrete floors, proximity to machines, central air conditioning, fluorescent lights, frequent interruptions, the sharing of work station with other staff and volunteers, and contact with library users from all walks of life with varying degrees of physical and mental abilities are typical aspects of the work environment. Only occasional (20-40%) hazards or obstacles are present overall.

Physical Requirements

The Public Programs Librarian position may require bending, gripping with hands and fingers, typing, kneeling, lifting up to 25 pounds, pulling, pushing, reaching, standing, stooping, twisting, and walking. Moving from one area to another quickly; reaching arms above head in order to place or retrieve objects weighing up to ten (10) pounds on 7-foot high shelves, and using both hands to handle, feel, or operate objects, tools, or controls is necessary. Close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus while engaged in tasks such as checking patron identification, locating books or other materials on library shelves, monitoring children's movements during programs, etc. are necessary. Use of the eyes, hands, and fingers simultaneously; sufficient hearing in order to interact with library users and co-workers immediately; and the ability to speak in order to interact with library users and co-workers are necessary.

General Statement

Reasonable accommodation may be made to enable qualified individuals with disabilities to perform Essential Functions, consistent with applicable law.

Essential competencies of this job are described under the headings above. They may be subject to change at any time. The omission of specific statements of duties, does not exclude them from the position, if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and may be changed by the employer at any time.

Conditions of Employment

This position requires the successful completion of a criminal background check and may include verification of professional references. The employee must maintain a valid driver's license and a safe driving record. The employee must comply with all City policies, participate in ongoing training and professional development and successfully complete any applicable probationary period.

Revised: May 5, 2026

Adopted: _____

Employee Name

Employee Signature

Date



**City of Toledo
Request for City Council Action**

Council Goal:	Meeting Date:	Agenda Topic:
Improve and stabilize the City's financial health <i>and</i> To enhance and sustain public infrastructure and facilities in order to create a safe, efficient, and sustainable environment for residents and visitors.	August 5, 2026	Approval of contracts with Topex, Inc.
Prepared By:		Approved by:
Rich Huebner, City Manager		Rich Huebner, City Manager

Recommendation:

Motion to approve and authorize the City Manager to execute a Design Professional Services Agreement, at an amount not to exceed \$16,500, with Topex, Inc. for the Water Treatment Plant Bypass Isolation Spool project; and to further approve and authorize the City Manager to execute a Consultant Services Agreement with Topex, Inc., at an amount not to exceed \$5,000, for on-call engineering and land surveying services.

Background:

The Oregon Health Authority (OHA) Drinking Water Services program has directed the City to eliminate the direct hydraulic connection currently formed by the 18-inch clearwell bypass line between the treatment system and the distribution system. As configured, this bypass allows a small volume of water to move from the treatment train to the distribution system without passing through the clearwell, creating a risk of untreated or under-treated water reaching customers. OHA requires a physical air gap rather than a valve-only isolation.

The bypass line already has two existing valves that can be closed to isolate the segment between them. This project will expose that segment, lower a vertical riser section to a below-grade vault, and install a removable spool piece with flanged connections and a new air release valve, so the line can be physically broken (removed) during normal operation and reconnected only for documented emergency contingency use. This satisfies OHA's physical-gap requirement while preserving the City's ability to restore the bypass quickly if a genuine emergency requires it.

Upon learning of the need for the Water Treatment Plant Bypass Isolation Spool project, the City solicited a bid from its currently contracted on-call engineering firm, Verdantas

(f/k/a Civil West). The proposal provided was nearly as much in total cost for this smaller in scope project as the design engineering cost of the Sturdevant Road water line upsizing project. In consideration of the City's financial health, the City Manager and Public Works Director agreed to seek additional bids. Topex, Inc. is a Siletz-based professional engineering and land surveying firm founded by Chris Janigo, PE, PLS, formerly of Verdantas. City Manager Huebner and Director Lorimor have developed positive working relationships with Mr. Janigo and have confidence in his knowledge and abilities. His proposal represents sizable cost savings in comparison to Verdantas, and Mr. Huebner and Mr. Lorimor recommend contracting with Topex, Inc. to complete this project.

Mr. Janigo also provided a proposal to enter into a contract with the City of Toledo to provide on-call engineering and land surveying services. The City currently retains Verdantas and Dyer Engineering on similar contracts. Adding Topex, Inc. would provide the City with a third qualified on-call engineering firm, improving the odds of a consultant available to take up projects as they arise. As each firm is retained under an "on-call" arrangement, there is minimal fiscal impact to the City.

Fiscal Impact:	Fiscal Year:	GL Number:
<u>Design Engineering</u> \$15,000 for work and \$1,500 (estimated) in Reimbursable Expenses <u>On-Call Services</u> \$5,000, on an on-call, as- needed basis.	2026-2027	<u>Design Engineering</u> 012-120-600400: \$8,250 012-120-600400: \$8,250 <u>On-Call Services</u> Varies

Attachments:

1. Toledo - Design Professional Services Agreement Topex, Inc
2. Toledo - Professional Services On-Call Agreement Topex, Inc

DESIGN PROFESSIONAL SERVICES AGREEMENT

between
CITY OF TOLEDO
and
Topex, Inc.

Contract No. COT2026-02

This Design Professional Services Agreement (this “Agreement”) is made by and between the City of Toledo, an Oregon municipal corporation (“City”) and **Topex, Inc.** (“Consultant”) for **design engineering and land surveying services** (the “Services”) on the **Water Treatment Plant Bypass Isolation Spool** project (the “Project”). The parties agree as follows:

CONSULTANT DATA

Consultant attests that it is an independent contractor solely responsible for the work performed under this Agreement. Consultant and its subconsultants, employees, and agents shall not be deemed employees of City. Consultant shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for Services under this Agreement.

Full Business Name: Topex, Inc.

Address: 59 Fred Taylor Road

City, State, ZIP: Siletz, Oregon 97380

Business Telephone: 541-270-8432

Facsimile: N/A

Email: cjanigo@topexeng-ls.com

Federal Tax Identification Number (TIN) or Social Security Number (SSN):

Consultant must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Agreement. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Consultant.

Consultant certifies under penalty of perjury that Consultant is a

☐ Sole Proprietor ☐ Corporation ☐ Limited Liability Company
☐ Partnership ☐ Other [describe: _____]

TERMS AND CONDITIONS

1. Initial Project Information

- a. Project Description: Design Engineering and Land Surveying for Water Treatment Plan Bypass Isolation Spool
- b. Design Cost Budget: \$15,000
- c. Scheduled Project Commencement and Completion: Upon Execution through January 31, 2027
- d. Consultant's Project Team: Self
- e. This Agreement consists of these Terms and Conditions and the following exhibits:

- Exhibit A: Scope of Services*
- Exhibit B: Project Narrative*
- Exhibit C: Construction Budget*
- Exhibit D: Project Schedule*
- Exhibit E: *Reserved*
- Exhibit F: *Reserved*
- Exhibit G: *Reserved*
- Exhibit H: *Reserved*
- Exhibit I: Insurance Requirements

* These sections were placed into this contract from a proposal provided by the Consultant, and are accepted in writing by the City only to the extent that they set out the scope of the Services and cost of the Services without limiting the foregoing. No terms or conditions of a Proposal are incorporated to the extent that they address matters that are the subject of these Terms and Conditions.

2. Consultant's Duties

- a. Consultant Representative. Consultant shall identify a representative authorized to act for Consultant on the Project. City has the right to review and approve any representative proposed by Consultant, which approval shall not be unreasonably withheld. Consultant shall not appoint a representative to whom City has reasonably and timely objected. Consultant shall not substitute representatives without City's review and approval. Consultant acknowledges that this Agreement was awarded in part on the basis of the unique background and abilities of the key personnel and

subconsultants identified by Consultant. Consultant shall not remove, reassign, or replace key personnel without City's prior written consent.

- b. Subconsultants. Consultant shall identify by firm, name, and title the primary subconsultants who will perform Services under this Agreement. Consultant shall not engage or assign any person or entity to whom City has made a reasonable and timely objection. City has the right to review and approve any subconsultant substitutions proposed by Consultant. City shall not unreasonably withhold its review and approval of these substitutions. Upon City request, Consultant shall promptly provide copies of Consultant's agreements with subconsultants.
- c. Conflicts. Consultant represents that Consultant has no existing interest and shall not acquire any interest, direct or indirect, that would appear to interfere in any manner or degree with the performance of Services under this Agreement and that Consultant shall employ no person having such interest.
- d. Insurance. Before beginning Services, Consultant shall obtain and maintain for the duration of this Agreement all insurance coverages listed in Exhibit I (Insurance Requirements). Maintenance of insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach.

3. Scope of Consultant's Services

- a. Legal and Policy Compliance. Consultant shall provide the Services described in detail in Exhibit A in accordance with the terms of this Agreement, federal, state, or local law or ordinance, and applicable City rules, policies, and administrative directives. Consultant shall provide the Services so that the Project will be completed as expeditiously and economically as possible within the total budgeted cost to City and in City's best interests.
- b. Standard of Care. Consultant shall perform the Services with skill, care, and diligence in accordance with the standard of care applicable to such Services performed by recognized firms providing similar services in the area and on projects similar to the Project. Consultant shall be responsible to City for all Services provided whether provided by Consultant or by subconsultants it engages.
 - (i) All persons or entities providing Services under this Agreement shall be licensed as may be required by Oregon law.

- (ii) Consultant shall rely on its professional judgment as to the accuracy and completeness of City-provided services and information. Consultant shall provide prompt written notice to City if Consultant becomes aware of any material deficiencies, errors, omissions, or inconsistencies in City services or information or if in Consultant's opinion the Construction Budget will not be sufficient to complete the construction as programmed.
- c. Time Is of the Essence. Time is of the essence in the performance of this Agreement. Upon receipt of City's written notice to proceed, Consultant shall begin providing Services and shall complete its performance in accordance with Exhibit D ("Project Schedule"). Consultant shall not be responsible for delay in performance to the extent those delays are caused by circumstances beyond Consultant's reasonable control.
- d. Additional Services. Consultant shall perform only the Services authorized by this Agreement. Additional Services (as defined in Exhibit A) will be compensated only as authorized in writing by City. City will not pay for Additional Services made necessary by Consultant or any subconsultant mistakes.
- e. Approvals; Permits. Consultant represents that it and its subconsultants have expertise and working knowledge of the applicable approval and permit application requirements of any governmental jurisdiction and shall be responsible to provide the Services in the form and at the time required to obtain such approvals or permits. To the extent required by Exhibit A, Consultant shall assist City in preparing and submitting any such applications and will execute such applications on City's behalf. Consultant shall not execute such documents for City.
- f. Independent Contractor. Consultant shall perform all Services as an independent contractor. Although City reserves the right to set the delivery schedule for the Services and to evaluate quality of completed Services, City cannot and will not control the means and manner of Consultant's performance. Consultant is responsible to determine the appropriate means and manner of performing the Services. Consultant, Consultant's employees, and any subconsultants are not "officers, employees, or agents" of the State of Oregon or City (as those terms are used in ORS 30.265) and shall have no authority to bind City for the payment of any cost or expense without City's express written approval.
- g. Other Service Providers. City reserves the right to enter into other agreements for work additional or related to the Project, and Consultant agrees to cooperate fully with these other contractors and with City's personnel. When requested by City, Consultant shall coordinate its performance under this Agreement with such additional

or related work. Consultant shall not interfere with the work performance of any other contractor or City employees.

4. City's Duties

- a. Written Information. Unless otherwise provided for under this Agreement, City shall provide written information in a timely manner on requirements and limitations on the Project. This information shall include City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- b. City Representative. City shall identify a representative authorized to act on its behalf on all Project matters. The City Representative will have the sole authority to make decisions for City under this Agreement.
- c. Geotechnical Services. City shall furnish the services of geotechnical engineers, as needed, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests, and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- d. Other Consultants. City shall coordinate the services of its own consultants with Consultant's Services. Upon Consultant's request, City shall furnish copies of the scope of services in the contracts between City and City's consultants.
- e. Surveys, etc. City shall provide surveys or other property descriptions to describe physical characteristics, legal limitations, and utility locations for the Project site, and a written legal description of the site. The surveys and legal information will include, as applicable, grades and centerlines of streets, alleys, pavements, and adjoining property and structures; locally designated floodplain; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, and public utility easements; encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and necessary data with respect to existing buildings, other improvements, and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. Consultant shall promptly review the information and notify City of corrections or additions required.

- f. Site Access. City shall provide Consultant access to the Project site before Services begin and shall cause City's contractors to provide Consultant access to their work wherever it is in preparation or progress.

5. Drawings, Specifications, and Other Documents

- a. Instruments of Service. Instruments of service ("Instruments of Service") include drawings, specifications, and other documents, including those in electronic form, prepared by or on behalf of Consultant for City's use with respect to the Project. Consultant will be deemed the author and City of the Instruments of Service and may retain all common law, statutory, and other reserved rights, including copyrights.
- b. Authorized Use. Consultant grants to City a nonexclusive, irrevocable, and perpetual license to use and reproduce Consultant's Instruments of Service for purposes of constructing, using, and maintaining the Project. Consultant will obtain similar nonexclusive, irrevocable, and perpetual licenses from Consultant's subconsultants consistent with this Agreement. All copies, including those in electronic form, of drawings, specifications, or other Instruments of Service provided to and retained by City under this Agreement will be the property of City, and City may use them without Consultant's further authorization for any proper purpose relating to the Project, including but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project does not constitute a publication in derogation of Consultant's reserved rights. If and upon the date Consultant is in default of this Agreement, the foregoing license shall be supplemented by a second, nonexclusive license permitting City to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, make changes, corrections, or additions to the Instruments of Service solely for purposes of completing, using, and maintaining the Project. Notwithstanding any other provision of this Section 5, Instruments of Service may be continuously used for construction of the Project until the Project is complete, regardless of any dispute between the parties, including without limitation any dispute for payment.
- c. Changes; Unauthorized Use. Consultant is not responsible for changes to Instruments of Service made by others without Consultant's knowledge and authorization. Any unauthorized use of the Instruments of Service will be at the user's sole risk and without liability to Consultant. City's use or distribution of the Instruments of Service for any purpose other than a purpose authorized under this Agreement will be at City's risk, and to the fullest extent permitted by law, City agrees to indemnify and hold

harmless Consultant and its principals, employees, and subconsultants from and against claims, damages, losses, and expenses (including attorney fees) for personal injury or death or damages to property arising out of or resulting from City's unauthorized use of the Instruments of Service.

- d. Records Maintenance. Consultant shall maintain complete and accurate records of all Services performed and all documents produced under this Agreement for six years after completion or abandonment of the Project. Consultant shall make these records available to City upon reasonable notice.
- e. Delivery of Project Records. Upon City's written request or following the termination of this Agreement for any reason and at no cost to City, Consultant shall promptly deliver to City all Project records, including all administrative documents produced, compiled, or maintained by Consultant as a part of the Services provided for the Project, including the following:
 - (i) One reproducible hard-copy set of the construction and permit documents, including the bidding requirements, specifications, and cost estimates for the Project;
 - (ii) One set of fixed-image CADD files of the drawings that comprise the construction and permit documents;
 - (iii) One set of nonfixed-image CADD drawing files of the site plans, floor plans (architectural, plumbing, structural, mechanical, and electrical), roof plans, sections, and exterior elevations of the Project; and
 - (iv) All final or draft studies, reports, calculations, drawings, maps, models, photographs, technology data, and documents prepared by Consultant under this Agreement.

6. Term and Termination

- a. Start and End Dates. This Agreement becomes effective on the date of the last authorized signature below. Unless earlier terminated as provided below, this Agreement shall continue through January 31, 2027.
- b. Unilateral. City may terminate this Agreement at any time for its convenience. If City terminates for convenience, Consultant may invoice City and City shall pay all undisputed invoice(s) for Services performed until City's notice of termination.

- c. Mutual. Either party may terminate this Agreement in the event of a material breach by the other. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party fails to cure the breach within 15 days of the date of the notice, the nonbreaching party may terminate this Agreement at any time thereafter by giving a written notice of termination.
- d. Other. Except as indicated in this section, termination will have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring before the effective date of such termination.

7. Payments

- a. Payment Schedule. City shall pay Consultant for Services performed under this Agreement according to the provisions of Exhibit C.
- b. Monthly Invoices. Consultant shall provide City with monthly invoices detailing Services rendered and reimbursable expenses incurred in the preceding month. Invoices shall include itemization of all approved Agreement amendments whether or not they are currently being billed. Consultant expressly waives any right to additional payment for any Services in the absence of City's written authorization or request.
- c. Payment Method. Upon work completion and acceptance, invoice approval, and according to this Agreement's Terms and Conditions, City shall pay Consultant for Services rendered and for reimbursable expenses authorized under this Agreement net 30 days. City shall make no deductions from Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors or on account of the cost of construction changes other than those for which Consultant is liable.
- d. Reimbursables. Upon City's request, Consultant shall provide to City all records of reimbursable expenses, expenses pertaining to a change in Services, and any Services performed on the basis of hourly rates or expense shall be available to City or City's authorized representative at mutually convenient times. Consultant shall save these records for at least three years after final payment.
- e. Errors and Omissions; Fee Adjustments. City will not pay for any change order fee increases due to Consultant's errors or omissions. Regardless of the structure of Consultant's fee, the fee may be adjusted downward if, in accordance with this Agreement, City reduces the Services to be provided under this Agreement.

- f. Record Maintenance. Consultant shall maintain complete and accurate records in accordance with accepted accounting practices in the industry. Consultant shall make available to City for review and audit all Project-related accounting records and documents, and any other financial data. Upon City's request, Consultant shall submit exact duplicates of originals of all requested records to City.
- g. Non-Appropriation; Adequate Funding. City is prohibited from contracting for Services for which it has not received appropriated funds. If payment for Services under this Agreement extends into City's next fiscal year, City's obligation to pay for such work shall be subject to approval of future Board of Directors appropriations to fund this Agreement. Moreover, continuation of this Agreement at specified levels is specifically conditioned on adequate funding under City's budget adopted in June of each year. City reserves the right to adjust the level of Services provided for in this Agreement in accordance with funding levels adopted by City's Board of Directors.

8. Indemnification

- a. Claims for Other Than Professional Liability. Consultant shall defend, indemnify, and hold harmless City and its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, and costs, including attorney fees and expenses of whatsoever nature resulting from or arising out of the acts or omissions of Consultant or its subconsultants, subcontractors, agents, or employees under this Agreement.
- b. Claims for Professional Liability. Consultant shall indemnify and hold harmless City and its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of whatsoever nature arising out of the professionally negligent acts, errors, or omissions of Consultant or its subconsultants, subcontractors, agents, or employees in the performance of professional services under this Agreement.
- c. Exception. Nothing in sections 8.a or 8.b requires Consultant or Consultant's surety or insurers to indemnify City and its officers, agents, and employees against liability for damages for death or bodily injury to persons or damage to property caused in whole or in part by the negligence of City and its officers, agents, and employees. Nothing in the foregoing limits or otherwise affects any requirement in sections 8.a or 8.b that requires Consultant to indemnify City and its officers, agents, and employees against liability for damages for death or bodily injury to persons or damage to property arising from the fault of Consultant or Consultant's agents, representatives, employees, or subconsultants.

9. Compliance with State of Oregon Public Contracting Code

- a. Nondiscrimination (Required by ORS 279A.110). Consultant shall not discriminate against a disadvantaged business enterprise, a minority-owned, woman-owned, or veteran-owned business, or an emerging small business certified under ORS 200.055. Additionally, Consultant must comply with all applicable requirements of federal, state, and local civil rights law and rehabilitation statutes and must not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment
- b. Tax-Compliance Warranty (Required by ORS 279B.045). Consultant represents and warrants that Consultant has complied with the applicable tax laws of the State of Oregon or a political subdivision of the State of Oregon (collectively, the “Tax Laws”), including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Consultant covenants that Consultant will continue to comply with the Tax Laws during the term of this Agreement. Failure by Consultant to comply with the Tax Laws before the execution of this Agreement or during the term of this Agreement is a default for which City may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.
- c. Payment of Labor (Required by ORS 279B.220 and 279C.505).
 - (i) Consultant shall make payment promptly, as due, to all persons supplying labor or material to Consultant for the performance of the Services provided for in this Agreement;
 - (ii) Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant or subconsultant incurred in the performance of this Agreement;
 - (iii) Consultant shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished;
 - (iv) Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees under ORS 316.167; and
 - (v) If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Agreement as such claim becomes due, City may pay such claim to the person

furnishing the labor or services and charge the amount of the payment against funds due or to become due Consultant by reason of this Agreement. The payment of a claim in this manner shall not relieve Consultant or Consultant's surety, if any, from obligation with respect to any unpaid claims.

- d. Payment for Medical Care and Workers' Compensation. As required by ORS 279B.230 and 279C.530:
 - (i) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
 - (ii) All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- e. Hours of Labor; Pay Equity; Salary Discussions (Required by ORS 279B.020, 279B.235, and 279C.540).
 - (i) Maximum Hours. Consultant shall pay its employees at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25). These requirements do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.
 - (ii) Notice to Employees. Consultant shall give notice in writing to its employees who perform work under this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees of the number of hours per day and days per week that the employees may be required to work.
 - (iii) Consultant shall comply with ORS 652.220 (prohibiting discriminatory wage rates based on sex and requiring that employer not discriminate against an employee who is a complainant). Compliance is a material element of this

Agreement. Failure to comply is a breach that entitles City to terminate this Agreement for cause.

- (iv) Consultant may not prohibit any of Consultant's employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and Consultant may not retaliate against an employee who does so.
- f. Limitation on Claims. For Consultant's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Consultant shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Consultant within 90 days from the completion of this Agreement, providing Consultant has:
 - (i) Caused a circular clearly printed in boldface 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
 - (ii) Maintained such circular continuously posted from the inception to the completion of this Agreement on which workers are or have been employed.

10. Other Provisions

- a. Controlling Law; Venue. Any dispute under this Agreement or related to this Agreement will be governed by Oregon law, and any litigation arising out of the Agreement will be conducted in the Circuit Court of Lincoln County, Oregon. If a claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
- b. Alternative Dispute Resolution. The parties may endeavor to resolve disputes by mediation at any time as they may agree, provided, however, that resolution of disputes by mediation is not required prior to initiating resolution of disputes by litigation.
- c. Attorney Fees. If a suit or action, including without limitation arbitration, is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which an arbitrator or a court, including any appellate court, may adjudge reasonable as attorney fees.

- d. Waiver; Severability. Waiver of any default or breach under this Agreement by City will be effective only in the specific instance and for the specific purpose given. Any such waiver does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement 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 will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid.
- e. Amendments. Any amendments, consents to, or waivers of the terms of this Agreement shall be in writing and signed by the authorized representatives of both parties.
- f. Media/Publications. Consultant shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one year of Project completion without City's prior written authorization. Consultant shall not post or publish any textual or visual representations of the Project without approval of City.
- g. Nondiscrimination. Consultant shall comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement.
- h. Successors in Interest. This Agreement will bind and inure to the benefit of the parties and their successors and approved assigns, if any. Except as previously disclosed and approved, Consultant shall not enter into any subconsultant agreements for any of the Services or assign or transfer any of its interest in this Agreement without City's prior written consent.
- i. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
- j. Notices and Communications. Notices and communications between the parties to this Agreement must be sent to the following addresses:

City**Consultant**

Rich Huebner

Chris Janigo, PE, PLS

City Manager

Topex, Inc.

206 N. Main Street
Toledo, Oregon 9739159 Fred Taylor Road
Siletz, Oregon 97380

- (i) The party giving notice will provide notice in writing, dated and signed by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:
 - (a) If notice is given by personal delivery, it is deemed delivered on the day of delivery.
 - (b) If notice is given by overnight delivery service, it is deemed delivered one day after the date deposited, as indicated by the delivery service.
 - (c) If notice is given by United States mail, it is deemed delivered three days after the date deposited, as indicated by the postmarked date.
 - (d) If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.
- k. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement (and the attached exhibits) is their final and entire agreement. As their final and entire expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the parties and their agents and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

[Signatures on following page]

I HAVE READ THIS AGREEMENT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT, AND TO BE BOUND BY ITS TERMS ON BEHALF OF THE PARTY I REPRESENT.

CONSULTANT

CITY

Topex, Inc.

City of Toledo

Signature

Signature

Consultant’s Printed Name and Title

City’s Official Printed Name and Title

Date of Signature

Date of Signature

EXHIBIT A

SCOPE OF SERVICES

Task 1 — Project Management and Administration

This task includes administrative and project management efforts to conduct an orderly and well-managed project. This includes coordination with City staff, scheduling, tracking the project schedule and budget, and time for one (1) site visit with City staff to walk the treatment plant site and confirm access, safety, and shutdown coordination requirements before design begins.

Task 2 — Field Survey and Base Map

Topex will conduct a small-scale field survey of the treatment plant bypass corridor between the clearwell and the distribution system tie-in, including:

- Horizontal and vertical location of the existing 18-inch bypass line, the two existing isolation valves, and visible appurtenances
- Survey control tied to the proposed vault location, referenced to a site benchmark
- Existing grade and site features in the immediate work area (treatment building wall, clearwell edge, pavement, and any conflicting utilities visible at the surface)

Topex will request as-built/record drawings of the bypass line, clearwell piping, and treatment plant yard piping from the City's files to supplement the field survey and confirm the assumed 18-20 ft depth to the pipe. Field survey findings will be reconciled against those records before design proceeds.

Deliverables: Base map of existing bypass corridor conditions, reconciled against City as-built records

Task 3 — Design and Construction Documents

Topex will prepare permit-ready construction documents for the isolation spool and vault using a simple, standard-product approach:

- Standard manufacturer catalog precast vault (no custom structural design), sized to house the riser, spool, and appurtenances, set approximately 5 ft below grade
- Vertical riser sections connecting the existing 18-inch bypass line up to the vault, including standard reducer/elbow fittings sized to a 10-inch or 12-inch riser
- A removable spool piece with flanged connections and a new air release valve
- Cut-in and connection details at the two existing isolation valves, which will be closed to isolate the work area during construction
- A brief Engineer's Opinion of Probable Construction Cost

Because this work modifies a public water system, Topex will prepare and submit a streamlined design package to Oregon Health Authority Drinking Water Services for plan review and approval as part of this task. Construction cannot begin until OHA approval is received; the schedule in Part D accounts for this review.

Deliverables: Permit-ready construction documents (site/demolition plan, vault plan and section, piping details), brief Engineer's Opinion of Probable Cost, OHA Drinking Water Services plan review submittal and response coordination

Task 4 — Bidding and Construction Coordination

This task includes soliciting bids from qualified contractors and providing construction-phase support. Given the isolation work will be concentrated around specific windows when the bypass line is open (cut-in, vault set, and final valve/flange closeout), Topex will plan site visits around those events rather than continuous daily presence:

- Assistance with contractor solicitation, bid tabulation, and a recommendation to award
- Response to contractor RFIs and submittal review
- Site visits concentrated around the three critical construction events: initial cut-and-isolate, vault/riser set, and final spool/valve closeout, plus a final walkthrough at substantial completion
- Review of contractor pay applications
- Coordination of as-built documentation and a closeout letter to OHA Drinking Water Services confirming the completed physical air gap, for the City's compliance file

Deliverables: Bid documents, bid tabulation and recommendation to award, RFI responses, submittal review, site visit records, as-built documentation, OHA closeout letter

Task 5 — Reimbursables

Reimbursable costs including mileage, survey equipment, reproductions, technology charges, and other direct project costs.

EXHIBIT B

PROJECT NARRATIVE

The Oregon Health Authority (OHA) Drinking Water Services program has directed the City to eliminate the direct hydraulic connection currently formed by the 18-inch clearwell bypass line between the treatment system and the distribution system. As configured, this bypass allows a small volume of water to move from the treatment train to the distribution system without passing through the clearwell, creating a risk of untreated or under-treated water reaching customers. OHA requires a physical air gap rather than a valve-only isolation.

The bypass line already has two existing valves that can be closed to isolate the segment between them. This project will expose that segment, lower a vertical riser section to a below-grade vault, and install a removable spool piece with flanged connections and a new air release valve, so the line can be physically broken (removed) during normal operation and reconnected only for documented emergency contingency use. This satisfies OHA's physical-gap requirement while preserving the City's ability to restore the bypass quickly if a genuine emergency requires it.

This project requires both field survey (to record existing pipe depth, location, and site conditions, and to establish control for the vault) and civil/structural engineering design (vault, riser, spool, and appurtenance design), which is why both disciplines are scoped together below. Given the modest anticipated construction cost (approximately \$100,000), this scope is intentionally structured around a simple, standard-product design rather than a fully custom engineered solution, keeping engineering fees proportional to the size of the construction project.

EXHIBIT C

PROJECT BUDGET

Based on an anticipated construction cost of approximately \$100,000, we propose the work outlined above be performed on a Fixed Fee basis for an estimated engineering budget of \$15,000 (15% of anticipated construction cost).

Task Description	Proposed Fee
1 – Project Management and Administration	\$1,500
2 – Field Survey and Base Map	\$3,000
3 – Design and Construction Documents (simplified, including OHA plan review submittal)	\$5,500
4 – Bidding and Construction Documents	\$4,000
5 – Reimbursables	\$500
Survey Equipment Fee (1 day)	\$250
Technology Fee	\$250
Total Proposed Project Budget (Fixed Price)	\$15,000

As the City of Toledo is a municipal client, Topex Inc. will invoice monthly based on percentage of task completion. Invoices are due on the 25th of each month. If additional services are requested, a signed amendment is required before that work begins. A monthly late charge of 9.0% will be added to any unpaid balance after 30 days.

Add-on rate for out-of-scope work: \$175/hr. Expert witness rate: \$300/hr (4-hour minimum).

EXHIBIT D

PROJECT SCHEDULE

Topex, Inc. is prepared to begin work as soon as are authorized to do so. A reasonable timeline for this work, targeting the same construction window the City has previously discussed for this project, is:

- Scope and budget approval: July 22, 2026
- Field survey and as-built reconciliation: early August 2026
- 60% design review: August 15, 2026
- 90% design review: September 1, 2026
- Final design, OHA Drinking Water Services submittal: September 15, 2026
- Project to bid: September 15, 2026 (pending OHA acknowledgment of submittal)
- Bid award: October 1, 2026
- Construction begins: October 15, 2026
- Initial isolation (cut and blind-flange) complete: November 1, 2026
- Vault set and risers installed: November 15, 2026
- Spool, air release valve, and closeout flanges installed: December 1, 2026
- Project closeout, as-built documentation, and OHA closeout letter: January 1, 2027

This timeline assumes OHA Drinking Water Services review does not extend the design phase beyond what is shown above; Topex, Inc. will notify the City promptly if OHA review timing affects the schedule. Please let me know if you have any questions or if you wish to see any alterations to our proposed approach. If this proposal is acceptable, please sign below and return a copy via email for our records.

EXHIBIT E

RESERVED

EXHIBIT F

RESERVED

EXHIBIT G

RESERVED

G-1

EXHIBIT H

RESERVED

H-1

EXHIBIT I

INSURANCE REQUIREMENTS

A. MINIMUM INSURANCE LIMITS

Consultant shall procure, prior to commencement of the Services of this Agreement, and shall maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by Consultant and its agents, representatives, employees, and subconsultant(s). Consultant's liabilities, including but not limited to Consultant's indemnity obligations under this Agreement, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by City. Coverage shall be at least as broad as the following scopes and limits:

1. Commercial General Liability. \$_____ per occurrence and \$_____ aggregate for bodily injury, personal injury, and property damage.
2. Commercial Automobile Liability. \$_____ per accident for bodily injury and property damage.
3. Workers' Compensation Liability. Consultant shall require and ensure that each of its subconsultants or subcontractors comply with this requirement.
4. Employers' Liability. \$_____ per occurrence.
5. Professional Liability. \$_____ per claim and \$_____ aggregate limits subject to no more than \$10,000 per claim deductible. Consultant shall maintain professional liability coverage through completion of construction and two years thereafter.

City reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

B. DEDUCTIBLES AND SELF-INSURANCE RETENTION

Consultant shall inform City in writing if any deductibles or self-insured retention exceeds \$10,000. At its sole discretion, City may (1) accept the higher deductible, (2) require Consultant to insure such deductibles or self-insured retention as respects City and its officers, officials, employees, and volunteers, or (3) require Consultant to provide a surety bond guaranteeing Consultant's payment of

deductible or self-insured losses and related investigations, claim administration, and defense expenses.

C. OTHER INSURANCE PROVISION

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City, City's Program Manager, or both, and their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as Additional Insureds with respect to liability arising out of activities performed by or on behalf of Consultant; Instruments of Service and completed operations of Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage will contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the Project, Consultant's insurance coverage shall be primary insurance with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Consultant's insurance and not contributory.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to the Additional Insureds.
4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage will not be suspended, voided, or canceled by either party, or reduced in coverage or in limits, except after 30 days' prior written notice has been given to City by the Consultant.

D. ACCEPTABILITY OF INSURERS

Insurance shall be placed with insurers admitted in Oregon with a current A.M. Best's rating and FSC no lower than A-VII. Consultant shall inform City in writing if any of its insurers have a rating and FSC lower than A-VII. At its sole discretion, City may (1) accept the lower rating or (2) require Consultant to procure insurance from another insurer.

E. VERIFICATION OF COVERAGE

Consultant shall furnish City with:

1. Certificates of insurance showing maintenance of the required insurance coverage; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements shall be received and approved by City before Services commence.

DESIGN PROFESSIONAL SERVICES AGREEMENT

between
CITY OF TOLEDO
and
Topex, Inc.

Contract No. COT2026-03

This Design Professional Services Agreement (this "Agreement") is made by and between the City of Toledo, an Oregon municipal corporation ("City") and **Topex, Inc.** ("Consultant") for **Engineering and Land Surveying Services** (the "Services") on **various projects as needed (on-call)** (the "Project"). The parties agree as follows:

CONSULTANT DATA

Consultant attests that it is an independent contractor solely responsible for the work performed under this Agreement. Consultant and its subconsultants, employees, and agents shall not be deemed employees of City. Consultant shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for Services under this Agreement.

Full Business Name: Topex, Inc.

Address: 59 Fred Taylor Road

City, State, ZIP: Siletz, Oregon 97380

Business Telephone: 541-270-8432

Facsimile: N/A

Email: cjanigo@topexeng-ls.com

Federal Tax Identification Number (TIN) or Social Security Number (SSN):

Consultant must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Agreement. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Consultant.

Consultant certifies under penalty of perjury that Consultant is a

- | | | |
|--|--|--|
| ☐ Sole Proprietor | ☐ Corporation | ☐ Limited Liability Company |
| ☐ Partnership | ☐ Other [describe: _____] | |

TERMS AND CONDITIONS

1. Initial Project Information

- a. Project Description: Engineering and Land Surveying Services
- b. Services Cost Budget: \$10,000
- c. Scheduled Construction Commencement and Completion: On-Call
- d. Consultant's Project Team: Self
- e. This Agreement consists of these Terms and Conditions and the following exhibits:

- Exhibit A: Scope of Services*
- Exhibit B: Project Narrative*
- Exhibit C: Construction Budget*
- Exhibit D: Project Schedule*
- Exhibit E: *Reserved*
- Exhibit F: *Reserved*
- Exhibit G: *Reserved*
- Exhibit H: *Reserved*
- Exhibit I: Insurance Requirements

* These sections were placed into this contract from a proposal provided by the Consultant, and are accepted in writing by the City only to the extent that they set out the scope of the Services and cost of the Services without limiting the foregoing. No terms or conditions of a Proposal are incorporated to the extent that they address matters that are the subject of these Terms and Conditions.

2. Consultant's Duties

- a. Consultant Representative. Consultant shall identify a representative authorized to act for Consultant on the Project. City has the right to review and approve any representative proposed by Consultant, which approval shall not be unreasonably withheld. Consultant shall not appoint a representative to whom City has reasonably and timely objected. Consultant shall not substitute representatives without City's review and approval. Consultant acknowledges that this Agreement was awarded in part on the basis of the unique background and abilities of the key personnel and subconsultants identified by Consultant. Consultant shall not remove, reassign, or replace key personnel without City's prior written consent.

- b. Subconsultants. Consultant shall identify by firm, name, and title the primary subconsultants who will perform Services under this Agreement. Consultant shall not engage or assign any person or entity to whom City has made a reasonable and timely objection. City has the right to review and approve any subconsultant substitutions proposed by Consultant. City shall not unreasonably withhold its review and approval of these substitutions. Upon City request, Consultant shall promptly provide copies of Consultant's agreements with subconsultants.
- c. Conflicts. Consultant represents that Consultant has no existing interest and shall not acquire any interest, direct or indirect, that would appear to interfere in any manner or degree with the performance of Services under this Agreement and that Consultant shall employ no person having such interest.
- d. Insurance. Before beginning Services, Consultant shall obtain and maintain for the duration of this Agreement all insurance coverages listed in Exhibit I (Insurance Requirements). Maintenance of insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach.

3. Scope of Consultant's Services

- a. Legal and Policy Compliance. Consultant shall provide the Services described in detail in Exhibit A in accordance with the terms of this Agreement, federal, state, or local law or ordinance, and applicable City rules, policies, and administrative directives. Consultant shall provide the Services so that the Project will be completed as expeditiously and economically as possible within the total budgeted cost to City and in City's best interests.
- b. Standard of Care. Consultant shall perform the Services with skill, care, and diligence in accordance with the standard of care applicable to such Services performed by recognized firms providing similar services in the area and on projects similar to the Project. Consultant shall be responsible to City for all Services provided whether provided by Consultant or by subconsultants it engages.
 - (i) All persons or entities providing Services under this Agreement shall be licensed as may be required by Oregon law.
 - (ii) Consultant shall rely on its professional judgment as to the accuracy and completeness of City-provided services and information. Consultant shall

provide prompt written notice to City if Consultant becomes aware of any material deficiencies, errors, omissions, or inconsistencies in City services or information or if in Consultant's opinion the Services Budget will not be sufficient to complete an assigned project.

- c. Time Is of the Essence. Time is of the essence in the performance of this Agreement. Upon receipt of City's written notice to proceed, Consultant shall begin providing Services and shall complete its performance in accordance with Exhibit D ("Project Schedule"). Consultant shall not be responsible for delay in performance to the extent those delays are caused by circumstances beyond Consultant's reasonable control.
- d. Additional Services. Consultant shall perform only the Services authorized by this Agreement. Additional Services (as defined in Exhibit A) will be compensated only as authorized in writing by City. City will not pay for Additional Services made necessary by Consultant or any subconsultant mistakes.
- e. Approvals; Permits. Consultant represents that it and its subconsultants have expertise and working knowledge of the applicable approval and permit application requirements of any governmental jurisdiction and shall be responsible to provide the Services in the form and at the time required to obtain such approvals or permits. To the extent required by Exhibit A, Consultant shall assist City in preparing and submitting any such applications and will execute such applications on City's behalf. Consultant shall not execute such documents for City.
- f. Independent Contractor. Consultant shall perform all Services as an independent contractor. Although City reserves the right to set the delivery schedule for the Services and to evaluate quality of completed Services, City cannot and will not control the means and manner of Consultant's performance. Consultant is responsible to determine the appropriate means and manner of performing the Services. Consultant, Consultant's employees, and any subconsultants are not "officers, employees, or agents" of the State of Oregon or City (as those terms are used in ORS 30.265) and shall have no authority to bind City for the payment of any cost or expense without City's express written approval.
- g. Other Service Providers. City reserves the right to enter into other agreements for work additional or related to the Project, and Consultant agrees to cooperate fully with these other contractors and with City's personnel. When requested by City, Consultant shall coordinate its performance under this Agreement with such additional or related work. Consultant shall not interfere with the work performance of any other contractor or City employees.

4. City's Duties

- a. Written Information. Unless otherwise provided for under this Agreement, City shall provide written information in a timely manner on requirements and limitations on the Project. This information shall include City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- b. City Representative. City shall identify a representative authorized to act on its behalf on all Project matters. The City Representative will have the sole authority to make decisions for City under this Agreement.
- c. Geotechnical Services. City shall furnish the services of geotechnical engineers, as needed, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests, and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- d. Other Consultants. City shall coordinate the services of its own consultants with Consultant's Services. Upon Consultant's request, City shall furnish copies of the scope of services in the contracts between City and City's consultants.
- e. Surveys, etc. City shall provide surveys or other property descriptions to describe physical characteristics, legal limitations, and utility locations for the Project site, and a written legal description of the site. The surveys and legal information will include, as applicable, grades and centerlines of streets, alleys, pavements, and adjoining property and structures; locally designated floodplain; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, and public utility easements; encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and necessary data with respect to existing buildings, other improvements, and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. Consultant shall promptly review the information and notify City of corrections or additions required.
- f. Site Access. City shall provide Consultant access to the Project site before Services begin and shall cause City's contractors to provide Consultant access to their work wherever it is in preparation or progress.

5. Drawings, Specifications, and Other Documents

- a. Instruments of Service. Instruments of service (“Instruments of Service”) include drawings, specifications, and other documents, including those in electronic form, prepared by or on behalf of Consultant for City’s use with respect to the Project. Consultant will be deemed the author and City of the Instruments of Service and may retain all common law, statutory, and other reserved rights, including copyrights.
- b. Authorized Use. Consultant grants to City a nonexclusive, irrevocable, and perpetual license to use and reproduce Consultant’s Instruments of Service for purposes of constructing, using, and maintaining the Project. Consultant will obtain similar nonexclusive, irrevocable, and perpetual licenses from Consultant’s subconsultants consistent with this Agreement. All copies, including those in electronic form, of drawings, specifications, or other Instruments of Service provided to and retained by City under this Agreement will be the property of City, and City may use them without Consultant’s further authorization for any proper purpose relating to the Project, including but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project does not constitute a publication in derogation of Consultant’s reserved rights. If and upon the date Consultant is in default of this Agreement, the foregoing license shall be supplemented by a second, nonexclusive license permitting City to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, make changes, corrections, or additions to the Instruments of Service solely for purposes of completing, using, and maintaining the Project. Notwithstanding any other provision of this Section 5, Instruments of Service may be continuously used for construction of the Project until the Project is complete, regardless of any dispute between the parties, including without limitation any dispute for payment.
- c. Changes; Unauthorized Use. Consultant is not responsible for changes to Instruments of Service made by others without Consultant’s knowledge and authorization. Any unauthorized use of the Instruments of Service will be at the user’s sole risk and without liability to Consultant. City’s use or distribution of the Instruments of Service for any purpose other than a purpose authorized under this Agreement will be at City’s risk, and to the fullest extent permitted by law, City agrees to indemnify and hold harmless Consultant and its principals, employees, and subconsultants from and against claims, damages, losses, and expenses (including attorney fees) for personal injury or death or damages to property arising out of or resulting from City’s unauthorized use of the Instruments of Service.

- d. Records Maintenance. Consultant shall maintain complete and accurate records of all Services performed and all documents produced under this Agreement for six years after completion or abandonment of the Project. Consultant shall make these records available to City upon reasonable notice.
- e. Delivery of Project Records. Upon City's written request or following the termination of this Agreement for any reason and at no cost to City, Consultant shall promptly deliver to City all Project records, including all administrative documents produced, compiled, or maintained by Consultant as a part of the Services provided for the Project, including the following:
 - (i) One reproducible hard-copy set of the construction and permit documents, including the bidding requirements, specifications, and cost estimates for the Project;
 - (ii) One set of fixed-image CADD files of the drawings that comprise the construction and permit documents;
 - (iii) One set of nonfixed-image CADD drawing files of the site plans, floor plans (architectural, plumbing, structural, mechanical, and electrical), roof plans, sections, and exterior elevations of the Project; and
 - (iv) All final or draft studies, reports, calculations, drawings, maps, models, photographs, technology data, and documents prepared by Consultant under this Agreement.

6. Term and Termination

- a. Start and End Dates. This Agreement becomes effective on the date of the last authorized signature below. Unless earlier terminated as provided below, this Agreement shall continue through until the project budget is exhausted. The parties reserve the right to extend the contract through execution of a written amendment to increase the project budget.
- b. Unilateral. City may terminate this Agreement at any time for its convenience. If City terminates for convenience, Consultant may invoice City and City shall pay all undisputed invoice(s) for Services performed until City's notice of termination.
- c. Mutual. Either party may terminate this Agreement in the event of a material breach by the other. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party

fails to cure the breach within 15 days of the date of the notice, the nonbreaching party may terminate this Agreement at any time thereafter by giving a written notice of termination.

- d. Other. Except as indicated in this section, termination will have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring before the effective date of such termination.

7. Payments

- a. Payment Schedule. City shall pay Consultant for Services performed under this Agreement according to the provisions of Exhibit C.
- b. Monthly Invoices. Consultant shall provide City with monthly invoices detailing Services rendered and reimbursable expenses incurred in the preceding month. Invoices shall include itemization of all approved Agreement amendments whether or not they are currently being billed. Consultant expressly waives any right to additional payment for any Services in the absence of City's written authorization or request.
- c. Payment Method. Upon work completion and acceptance, invoice approval, and according to this Agreement's Terms and Conditions, City shall pay Consultant for Services rendered and for reimbursable expenses authorized under this Agreement net 30 days. City shall make no deductions from Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors or on account of the cost of construction changes other than those for which Consultant is liable.
- d. Reimbursables. Upon City's request, Consultant shall provide to City all records of reimbursable expenses, expenses pertaining to a change in Services, and any Services performed on the basis of hourly rates or expense shall be available to City or City's authorized representative at mutually convenient times. Consultant shall save these records for at least three years after final payment.
- e. Errors and Omissions; Fee Adjustments. City will not pay for any change order fee increases due to Consultant's errors or omissions. Regardless of the structure of Consultant's fee, the fee may be adjusted downward if, in accordance with this Agreement, City reduces the Services to be provided under this Agreement.
- f. Record Maintenance. Consultant shall maintain complete and accurate records in accordance with accepted accounting practices in the industry. Consultant shall make

available to City for review and audit all Project-related accounting records and documents, and any other financial data. Upon City's request, Consultant shall submit exact duplicates of originals of all requested records to City.

- g. Non-Appropriation; Adequate Funding. City is prohibited from contracting for Services for which it has not received appropriated funds. If payment for Services under this Agreement extends into City's next fiscal year, City's obligation to pay for such work shall be subject to approval of future Board of Directors appropriations to fund this Agreement. Moreover, continuation of this Agreement at specified levels is specifically conditioned on adequate funding under City's budget adopted in June of each year. City reserves the right to adjust the level of Services provided for in this Agreement in accordance with funding levels adopted by City's Board of Directors.

8. Indemnification

- a. Claims for Other Than Professional Liability. Consultant shall defend, indemnify, and hold harmless City and its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, and costs, including attorney fees and expenses of whatsoever nature resulting from or arising out of the acts or omissions of Consultant or its subconsultants, subcontractors, agents, or employees under this Agreement.
- b. Claims for Professional Liability. Consultant shall indemnify and hold harmless City and its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of whatsoever nature arising out of the professionally negligent acts, errors, or omissions of Consultant or its subconsultants, subcontractors, agents, or employees in the performance of professional services under this Agreement.
- c. Exception. Nothing in sections 8.a or 8.b requires Consultant or Consultant's surety or insurers to indemnify City and its officers, agents, and employees against liability for damages for death or bodily injury to persons or damage to property caused in whole or in part by the negligence of City and its officers, agents, and employees. Nothing in the foregoing limits or otherwise affects any requirement in sections 8.a or 8.b that requires Consultant to indemnify City and its officers, agents, and employees against liability for damages for death or bodily injury to persons or damage to property arising from the fault of Consultant or Consultant's agents, representatives, employees, or subconsultants.

9. Compliance with State of Oregon Public Contracting Code

- a. Nondiscrimination (Required by ORS 279A.110). Consultant shall not discriminate against a disadvantaged business enterprise, a minority-owned, woman-owned, or veteran-owned business, or an emerging small business certified under ORS 200.055. Additionally, Consultant must comply with all applicable requirements of federal, state, and local civil rights law and rehabilitation statutes and must not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment
- b. Tax-Compliance Warranty (Required by ORS 279B.045). Consultant represents and warrants that Consultant has complied with the applicable tax laws of the State of Oregon or a political subdivision of the State of Oregon (collectively, the "Tax Laws"), including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Consultant covenants that Consultant will continue to comply with the Tax Laws during the term of this Agreement. Failure by Consultant to comply with the Tax Laws before the execution of this Agreement or during the term of this Agreement is a default for which City may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.
- c. Payment of Labor (Required by ORS 279B.220 and 279C.505).
 - (i) Consultant shall make payment promptly, as due, to all persons supplying labor or material to Consultant for the performance of the Services provided for in this Agreement;
 - (ii) Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant or subconsultant incurred in the performance of this Agreement;
 - (iii) Consultant shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished;
 - (iv) Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees under ORS 316.167; and
 - (v) If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Agreement as such claim becomes due, City may pay such claim to the person

furnishing the labor or services and charge the amount of the payment against funds due or to become due Consultant by reason of this Agreement. The payment of a claim in this manner shall not relieve Consultant or Consultant's surety, if any, from obligation with respect to any unpaid claims.

- d. Payment for Medical Care and Workers' Compensation. As required by ORS 279B.230 and 279C.530:
- (i) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
 - (ii) All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- e. Hours of Labor; Pay Equity; Salary Discussions (Required by ORS 279B.020, 279B.235, and 279C.540).
- (i) Maximum Hours. Consultant shall pay its employees at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25). These requirements do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.
 - (ii) Notice to Employees. Consultant shall give notice in writing to its employees who perform work under this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees of the number of hours per day and days per week that the employees may be required to work.
 - (iii) Consultant shall comply with ORS 652.220 (prohibiting discriminatory wage rates based on sex and requiring that employer not discriminate against an employee who is a complainant). Compliance is a material element of this

Agreement. Failure to comply is a breach that entitles City to terminate this Agreement for cause.

- (iv) Consultant may not prohibit any of Consultant's employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and Consultant may not retaliate against an employee who does so.
- f. Limitation on Claims. For Consultant's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Consultant shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Consultant within 90 days from the completion of this Agreement, providing Consultant has:
 - (i) Caused a circular clearly printed in boldface 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
 - (ii) Maintained such circular continuously posted from the inception to the completion of this Agreement on which workers are or have been employed.

10. Other Provisions

- a. Controlling Law; Venue. Any dispute under this Agreement or related to this Agreement will be governed by Oregon law, and any litigation arising out of the Agreement will be conducted in the Circuit Court of Lincoln County, Oregon. If a claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
- b. Alternative Dispute Resolution. The parties may endeavor to resolve disputes by mediation at any time as they may agree, provided, however, that resolution of disputes by mediation is not required prior to initiating resolution of disputes by litigation.
- c. Attorney Fees. If a suit or action, including without limitation arbitration, is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which an arbitrator or a court, including any appellate court, may adjudge reasonable as attorney fees.

- d. Waiver; Severability. Waiver of any default or breach under this Agreement by City will be effective only in the specific instance and for the specific purpose given. Any such waiver does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement 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 will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid.
- e. Amendments. Any amendments, consents to, or waivers of the terms of this Agreement shall be in writing and signed by the authorized representatives of both parties.
- f. Media/Publications. Consultant shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one year of Project completion without City's prior written authorization. Consultant shall not post or publish any textual or visual representations of the Project without approval of City.
- g. Nondiscrimination. Consultant shall comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement.
- h. Successors in Interest. This Agreement will bind and inure to the benefit of the parties and their successors and approved assigns, if any. Except as previously disclosed and approved, Consultant shall not enter into any subconsultant agreements for any of the Services or assign or transfer any of its interest in this Agreement without City's prior written consent.
- i. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
- j. Notices and Communications. Notices and communications between the parties to this Agreement must be sent to the following addresses:

City

Rich Huebner

City Manager

206 N. Main Street
Toledo, Oregon 97391**Consultant**

Chris Janigo, PE, PLS

Topex, Inc.

59 Fred Taylor Road
Siletz, Oregon 97380

- (i) The party giving notice will provide notice in writing, dated and signed by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:
 - (a) If notice is given by personal delivery, it is deemed delivered on the day of delivery.
 - (b) If notice is given by overnight delivery service, it is deemed delivered one day after the date deposited, as indicated by the delivery service.
 - (c) If notice is given by United States mail, it is deemed delivered three days after the date deposited, as indicated by the postmarked date.
 - (d) If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.
- k. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement (and the attached exhibits) is their final and entire agreement. As their final and entire expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the parties and their agents and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

[Signatures on following page]

I HAVE READ THIS AGREEMENT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT, AND TO BE BOUND BY ITS TERMS ON BEHALF OF THE PARTY I REPRESENT.

CONSULTANT

CITY

Topex, Inc.

City of Toledo

Signature

Signature

Consultant’s Printed Name and Title

City’s Official Printed Name and Title

Date of Signature

Date of Signature

EXHIBIT A

SCOPE OF SERVICES

Consultant will serve as the City's on-call Engineer of Record, available on a time-and-materials basis, organized by discipline as follows. Tasks are not exhaustive, additional work may be added by signed task order before proceeding.

Task 1 — Project Management and Administrative Services

General coordination with City staff, scheduling, and administration of on-call requests. Attendance at City Council or Public Works meetings as requested, in person or remote. Preparation of technical memoranda, letters, and correspondence as needed. Response to routine requests within 2 business days.

Task 2 — Transportation Services

Review and support on ADA compliance, Transportation Master Plan (TMP) coordination, construction inspection, right-of-way permits, and street improvement projects referred by the City.

Task 3 — Stormwater Management

Support on stormwater master planning, drainage investigations, hydraulic analysis, and coordination with the City Staff or other regional partners on stormwater matters.

Task 4 — Water Treatment and Distribution

Engineering review and support for the City's water system, including OHA Drinking Water Services compliance letters, hydraulic modeling, and review of contractor/consultant submittals or improvement plans affecting treatment and distribution, with a professional opinion provided to the Public Works Director.

Task 5 — Wastewater Collections and Treatment

Engineering review and support for the City's wastewater collection and treatment system, including DEQ coordination, review of contractor/consultant submittals, and design or operational support as directed.

Task 6 — Private Development Review

Review of land use applications, development proposals, and improvement plans referred by the City for engineering comment; pre-application meeting attendance; easement review.

Task 7 — Reimbursables

Mileage, per diem, lodging, and survey equipment fees, billed as incurred and applied against the not-to-exceed cap in Part C. Coordination with Oregon DEQ, ODOT, OHA, and other agencies on the City's behalf, as directed, is included under the relevant discipline task above. Any task the City wishes to assign under this scope that is expected to exceed the remaining not-to-exceed balance in Exhibit C requires written authorization from the City before work proceeds.

Deliverables: Technical memoranda, review comments, and correspondence as generated per task; no fixed deliverable set.

EXHIBIT B

PROJECT NARRATIVE

The following tasks define the proposed scope of work. For the purposes of this contract, Topex Inc. shall be identified as "Consultant" and the City of Toledo shall be identified as "Client."

This scope covers on-call engineering and land surveying support to the City on a time-and-materials, not-to-exceed basis, organized by discipline. It does not include a specific capital project design, construction management, or any task requiring a separate authorized task order beyond the cap defined in Exhibit C.

This scope does not include design of a specific capital improvement project, construction management, or preparation of bid documents, any such work requires a separate task order and fee. Also excluded: architectural, soils, and geotechnical services; building, foundation, and mechanical design; and notary, recording, or permitting fees (including OHA and DEQ review fees), which are reimbursed at cost if incurred. Consultant does not perform land use planning or legal review; findings are limited to engineering and surveying matters within Consultant's licensure.

Client shall provide Consultant with the documents, submittals, and background information necessary to complete a requested review, and Consultant will rely on Client-provided information as accurate and complete without independent verification unless field investigation is separately scoped.

EXHIBIT C

CONSTRUCTION BUDGET

Services under this scope are billed time-and-materials at the standard contracted City Engineer rate below, not to exceed \$10,000 without prior written authorization from the City.

Task Description	Proposed Fee
1 – Project Management and Administrative Services	\$175/hr
2 – Transportation Services	\$175/hr
3 – Stormwater Management	\$175/hr
4 – Water Treatment and Distribution	\$175/hr
5 – Wastewater Collections and Treatment	\$175/hr
6 – Private Development Review	\$175/hr
7 – Reimbursables	At cost
Total Not-to-Exceed (Time and Materials)	\$10,000

Per standard City of Toledo billing terms, Topex Inc. will invoice the City monthly for time and materials incurred, due on the 25th of the month in which the invoice is issued. Additional work beyond the \$10,000 not-to-exceed cap requires written authorization from the City prior to proceeding. Expert witness and litigation support services, if requested, are billed at \$300/hr.

EXHIBIT D

PROJECT SCHEDULE

Consultant will begin providing services upon receipt of the signed agreement. This is an on-call arrangement with no fixed schedule; tasks are assigned by the City as needed and are addressed per the response times in Exhibit A.

EXHIBIT E
RESERVED

EXHIBIT F

RESERVED

EXHIBIT G

RESERVED

G-1

EXHIBIT H

RESERVED

H-1

EXHIBIT I

INSURANCE REQUIREMENTS

A. MINIMUM INSURANCE LIMITS

Consultant shall procure, prior to commencement of the Services of this Agreement, and shall maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by Consultant and its agents, representatives, employees, and subconsultant(s). Consultant's liabilities, including but not limited to Consultant's indemnity obligations under this Agreement, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by City. Coverage shall be at least as broad as the following scopes and limits:

1. Commercial General Liability. \$_____ per occurrence and \$_____ aggregate for bodily injury, personal injury, and property damage.
2. Commercial Automobile Liability. \$_____ per accident for bodily injury and property damage.
3. Workers' Compensation Liability. Consultant shall require and ensure that each of its subconsultants or subcontractors comply with this requirement.
4. Employers' Liability. \$_____ per occurrence.
5. Professional Liability. \$_____ per claim and \$_____ aggregate limits subject to no more than \$10,000 per claim deductible. Consultant shall maintain professional liability coverage through completion of construction and two years thereafter.

City reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

B. DEDUCTIBLES AND SELF-INSURANCE RETENTION

Consultant shall inform City in writing if any deductibles or self-insured retention exceeds \$10,000. At its sole discretion, City may (1) accept the higher deductible, (2) require Consultant to insure such deductibles or self-insured retention as respects City and its officers, officials, employees, and volunteers, or (3) require Consultant to provide a surety bond guaranteeing Consultant's payment of

deductible or self-insured losses and related investigations, claim administration, and defense expenses.

C. OTHER INSURANCE PROVISION

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City, City's Program Manager, or both, and their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as Additional Insureds with respect to liability arising out of activities performed by or on behalf of Consultant; Instruments of Service and completed operations of Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage will contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the Project, Consultant's insurance coverage shall be primary insurance with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Consultant's insurance and not contributory.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to the Additional Insureds.
4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage will not be suspended, voided, or canceled by either party, or reduced in coverage or in limits, except after 30 days' prior written notice has been given to City by the Consultant.

D. ACCEPTABILITY OF INSURERS

Insurance shall be placed with insurers admitted in Oregon with a current A.M. Best's rating and FSC no lower than A-VII. Consultant shall inform City in writing if any of its insurers have a rating and FSC lower than A-VII. At its sole discretion, City may (1) accept the lower rating or (2) require Consultant to procure insurance from another insurer.

E. VERIFICATION OF COVERAGE

Consultant shall furnish City with:

1. Certificates of insurance showing maintenance of the required insurance coverage; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements shall be received and approved by City before Services commence.



**City of Toledo
Request for City Council Action**

Council Goal:	Meeting Date:	Agenda Topic:
To enhance and sustain public infrastructure and facilities in order to create a safe, efficient, and sustainable environment for residents and visitors	August 5, 2026	Public Safety Building Concept Design Contract
Prepared By:		Approved by:
Rich Huebner, City Manager		Rich Huebner, City Manager

Recommendation:

Motion to approve and authorize the City Manager to execute a Design Professional Services Agreement with Scott Edwards Architecture, at an amount not to exceed \$35,200, for an updated design and cost estimate for the Toledo Public Safety Building.

Background:

In 2025, the City of Toledo executed a contract with Scott Edwards Architecture (SEA) to complete a concept design and cost estimate for the remodel of the City-owned building located at 222 NE Highway 20, then referred to as the Toledo Civic Center. SEA completed the work on-time and on-budget, after successful engagement with the City Council and City staff. The design concept presented and accepted reflected the direction given to SEA at the time, which was to incorporate both the Police Department and City Hall at the site. The accepted design included a physical addition to the building.

The Toledo Civic Center project was submitted to the state legislature during the 2026 short session, with a request for funding from the state capital budget. This request was not funded by the legislature during the session. Since that time, Council consensus has shifted to retaining City Hall at its current Main Street location, and eliminating a physical addition from the design concept for the Highway 20 building.

In addition to the change in Council consensus, the City has also been informed that it has been awarded a FEMA grant of \$1 million, applied for in 2024, for the establishment of an Emergency Operations Center (EOC). Logistically, the logical location for an EOC would be with the Police Department at its new location. In order to align with Council consensus and include an EOC, the City must retain the services of an architect to provide an updated design and cost estimate, which can be presented to the state legislature in the 2027 legislative session. Given their past experience with and knowledge of the Highway 20 building, City staff recommends again retaining SEA.

The attached draft contract has been prepared by the City Manager, on a template provided by the City Attorney, from a proposal submitted by SEA. The adopted 2026-2027 budget includes \$30,000 in the Public Safety Building Remodel Fund for Contracts and Services. The remaining \$5,200 is proposed to be remitted from the Contracts and Other Services line item in the Urban Renewal Agency budget.

Fiscal Impact:	Fiscal Year:	GL Number:
\$35,200	2026-2027	080-850-620570: \$30,000 090-900-608100: \$5,200

Attachments:

1. Toledo - Design Professional Services Agreement SEA 2026
2. City of Toledo Conceptual Plan Proposal

DESIGN PROFESSIONAL SERVICES AGREEMENT

**between
CITY OF TOLEDO**

**and
SCOTT EDWARDS ARCHITECTURE**

Contract No. COT2026-01

This Design Professional Services Agreement (this “Agreement”) is made by and between the City of Toledo, an Oregon municipal corporation (“City”) and **Scott Edwards Architecture** (“Consultant”) for **Conceptual Design Services** (the “Services”) on **the Toledo Public Safety Building** (the “Project”). The parties agree as follows:

CONSULTANT DATA

Consultant attests that it is an independent contractor solely responsible for the work performed under this Agreement. Consultant and its subconsultants, employees, and agents shall not be deemed employees of City. Consultant shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for Services under this Agreement.

Full Business Name: Scott Edwards Architecture

Address: 2525 E. Burnside Street

City, State, ZIP: Portland, Oregon 97214

Business Telephone: 503-226-3617

Email: sid@seallp.com

Federal Tax Identification Number (TIN) or Social Security Number (SSN): 93-1255267

Consultant must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Agreement. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Consultant.

Consultant certifies under penalty of perjury that Consultant is a

☐ Sole Proprietor ☐ Corporation ☐ Limited Liability Company
☐ Partnership ☒ Other [describe: Limited Liability Partnership]

TERMS AND CONDITIONS

1. Initial Project Information

- a. Project Description: Toledo Public Safety Building Conceptual Design
- b. Design Cost Budget: \$35,200 (including reimbursable expenses)
- c. Scheduled Construction Commencement and Completion: Upon Execution – December 1, 2026
- d. Consultant's Project Team: In-house
- e. This Agreement consists of these Terms and Conditions and the following exhibits:

Exhibit A:	Scope of Services
Exhibit B:	Project Narrative
Exhibit C:	Design Budget
Exhibit D:	Project Schedule
Exhibit E:	<i>Reserved</i>
Exhibit F:	<i>Reserved</i>
Exhibit G:	<i>Reserved</i>
Exhibit H:	<i>Reserved</i>
Exhibit I:	Insurance Requirements

2. Consultant's Duties

- a. Consultant Representative. Consultant shall identify a representative authorized to act for Consultant on the Project. City has the right to review and approve any representative proposed by Consultant, which approval shall not be unreasonably withheld. Consultant shall not appoint a representative to whom City has reasonably and timely objected. Consultant shall not substitute representatives without City's review and approval. Consultant acknowledges that this Agreement was awarded in part on the basis of the unique background and abilities of the key personnel and subconsultants identified by Consultant. Consultant shall not remove, reassign, or replace key personnel without City's prior written consent.
- b. Subconsultants. Consultant shall identify by firm, name, and title the primary subconsultants who will perform Services under this Agreement. Consultant shall not engage or assign any person or entity to whom City has made a reasonable and timely

objection. City has the right to review and approve any subconsultant substitutions proposed by Consultant. City shall not unreasonably withhold its review and approval of these substitutions. Upon City request, Consultant shall promptly provide copies of Consultant's agreements with subconsultants.

- c. Conflicts. Consultant represents that Consultant has no existing interest and shall not acquire any interest, direct or indirect, that would appear to interfere in any manner or degree with the performance of Services under this Agreement and that Consultant shall employ no person having such interest.
- d. Insurance. Before beginning Services, Consultant shall obtain and maintain for the duration of this Agreement all insurance coverages listed in Exhibit I (Insurance Requirements). Maintenance of insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach.

3. Scope of Consultant's Services

- a. Legal and Policy Compliance. Consultant shall provide the Services described in detail in Exhibit A in accordance with the terms of this Agreement, federal, state, or local law or ordinance, and applicable City rules, policies, and administrative directives. Consultant shall provide the Services so that the Project will be completed as expeditiously and economically as possible within the total budgeted cost to City and in City's best interests.
- b. Standard of Care. Consultant shall perform the Services with skill, care, and diligence in accordance with the standard of care applicable to such Services performed by recognized firms providing similar services in the area and on projects similar to the Project. Consultant shall be responsible to City for all Services provided whether provided by Consultant or by subconsultants it engages.
 - (i) All persons or entities providing Services under this Agreement shall be licensed as may be required by Oregon law.
 - (ii) Consultant shall rely on its professional judgment as to the accuracy and completeness of City-provided services and information. Consultant shall provide prompt written notice to City if Consultant becomes aware of any material deficiencies, errors, omissions, or inconsistencies in City services or

information or if in Consultant's opinion the Construction Budget will not be sufficient to complete the construction as programmed.

- c. Time Is of the Essence. Time is of the essence in the performance of this Agreement. Upon receipt of City's written notice to proceed, Consultant shall begin providing Services and shall complete its performance in accordance with Exhibit D ("Project Schedule"). Consultant shall not be responsible for delay in performance to the extent those delays are caused by circumstances beyond Consultant's reasonable control.
- d. Additional Services. Consultant shall perform only the Services authorized by this Agreement. Additional Services (as defined in Exhibit A) will be compensated only as authorized in writing by City. City will not pay for Additional Services made necessary by Consultant or any subconsultant mistakes.
- e. Approvals; Permits. Consultant represents that it and its subconsultants have expertise and working knowledge of the applicable approval and permit application requirements of any governmental jurisdiction and shall be responsible to provide the Services in the form and at the time required to obtain such approvals or permits. To the extent required by Exhibit A, Consultant shall assist City in preparing and submitting any such applications and will execute such applications on City's behalf. Consultant shall not execute such documents for City.
- f. Independent Contractor. Consultant shall perform all Services as an independent contractor. Although City reserves the right to set the delivery schedule for the Services and to evaluate quality of completed Services, City cannot and will not control the means and manner of Consultant's performance. Consultant is responsible to determine the appropriate means and manner of performing the Services. Consultant, Consultant's employees, and any subconsultants are not "officers, employees, or agents" of the State of Oregon or City (as those terms are used in ORS 30.265) and shall have no authority to bind City for the payment of any cost or expense without City's express written approval.
- g. Other Service Providers. City reserves the right to enter into other agreements for work additional or related to the Project, and Consultant agrees to cooperate fully with these other contractors and with City's personnel. When requested by City, Consultant shall coordinate its performance under this Agreement with such additional or related work. Consultant shall not interfere with the work performance of any other contractor or City employees.

4. City's Duties

- a. Written Information. Unless otherwise provided for under this Agreement, City shall provide written information in a timely manner on requirements and limitations on the Project. This information shall include City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- b. City Representative. City shall identify a representative authorized to act on its behalf on all Project matters. The City Representative will have the sole authority to make decisions for City under this Agreement.
- c. Geotechnical Services. City shall furnish the services of geotechnical engineers, as needed, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests, and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- d. Other Consultants. City shall coordinate the services of its own consultants with Consultant's Services. Upon Consultant's request, City shall furnish copies of the scope of services in the contracts between City and City's consultants.
- e. Surveys, etc. City shall provide surveys or other property descriptions to describe physical characteristics, legal limitations, and utility locations for the Project site, and a written legal description of the site. The surveys and legal information will include, as applicable, grades and centerlines of streets, alleys, pavements, and adjoining property and structures; locally designated floodplain; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, and public utility easements; encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and necessary data with respect to existing buildings, other improvements, and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. Consultant shall promptly review the information and notify City of corrections or additions required.
- f. Site Access. City shall provide Consultant access to the Project site before Services begin and shall cause City's contractors to provide Consultant access to their work wherever it is in preparation or progress.

5. Drawings, Specifications, and Other Documents

- a. Instruments of Service. Instruments of service (“Instruments of Service”) include drawings, specifications, and other documents, including those in electronic form, prepared by or on behalf of Consultant for City’s use with respect to the Project. Consultant will be deemed the author and City of the Instruments of Service and may retain all common law, statutory, and other reserved rights, including copyrights.
- b. Authorized Use. Consultant grants to City a nonexclusive, irrevocable, and perpetual license to use and reproduce Consultant’s Instruments of Service for purposes of constructing, using, and maintaining the Project. Consultant will obtain similar nonexclusive, irrevocable, and perpetual licenses from Consultant’s subconsultants consistent with this Agreement. All copies, including those in electronic form, of drawings, specifications, or other Instruments of Service provided to and retained by City under this Agreement will be the property of City, and City may use them without Consultant’s further authorization for any proper purpose relating to the Project, including but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project does not constitute a publication in derogation of Consultant’s reserved rights. If and upon the date Consultant is in default of this Agreement, the foregoing license shall be supplemented by a second, nonexclusive license permitting City to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, make changes, corrections, or additions to the Instruments of Service solely for purposes of completing, using, and maintaining the Project. Notwithstanding any other provision of this Section 5, Instruments of Service may be continuously used for construction of the Project until the Project is complete, regardless of any dispute between the parties, including without limitation any dispute for payment.
- c. Changes; Unauthorized Use. Consultant is not responsible for changes to Instruments of Service made by others without Consultant’s knowledge and authorization. Any unauthorized use of the Instruments of Service will be at the user’s sole risk and without liability to Consultant. City’s use or distribution of the Instruments of Service for any purpose other than a purpose authorized under this Agreement will be at City’s risk, and to the fullest extent permitted by law, City agrees to indemnify and hold harmless Consultant and its principals, employees, and subconsultants from and against claims, damages, losses, and expenses (including attorney fees) for personal injury or death or damages to property arising out of or resulting from City’s unauthorized use of the Instruments of Service.

- d. Records Maintenance. Consultant shall maintain complete and accurate records of all Services performed and all documents produced under this Agreement for six years after completion or abandonment of the Project. Consultant shall make these records available to City upon reasonable notice.
- e. Delivery of Project Records. Upon City's written request or following the termination of this Agreement for any reason and at no cost to City, Consultant shall promptly deliver to City all Project records, including all administrative documents produced, compiled, or maintained by Consultant as a part of the Services provided for the Project, including the following:
 - (i) One reproducible hard-copy set of the construction and permit documents, including the bidding requirements, specifications, and cost estimates for the Project;
 - (ii) One set of fixed-image CADD files of the drawings that comprise the construction and permit documents;
 - (iii) One set of nonfixed-image CADD drawing files of the site plans, floor plans (architectural, plumbing, structural, mechanical, and electrical), roof plans, sections, and exterior elevations of the Project; and
 - (iv) All final or draft studies, reports, calculations, drawings, maps, models, photographs, technology data, and documents prepared by Consultant under this Agreement.

6. Term and Termination

- a. Start and End Dates. This Agreement becomes effective on the date of the last authorized signature below. Unless earlier terminated as provided below, this Agreement shall continue through December 1, 2026.
- b. Unilateral. City may terminate this Agreement at any time for its convenience. If City terminates for convenience, Consultant may invoice City and City shall pay all undisputed invoice(s) for Services performed until City's notice of termination.
- c. Mutual. Either party may terminate this Agreement in the event of a material breach by the other. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party fails to cure the breach within 15 days of the date of the notice, the nonbreaching

party may terminate this Agreement at any time thereafter by giving a written notice of termination.

- d. Other. Except as indicated in this section, termination will have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring before the effective date of such termination.

7. Payments

- a. Payment Schedule. City shall pay Consultant for Services performed under this Agreement according to the provisions of Exhibit A.
- b. Monthly Invoices. Consultant shall provide City with monthly invoices detailing Services rendered and reimbursable expenses incurred in the preceding month. Invoices shall include itemization of all approved Agreement amendments whether or not they are currently being billed. Consultant expressly waives any right to additional payment for any Services in the absence of City's written authorization or request.
- c. Payment Method. Upon work completion and acceptance, invoice approval, and according to this Agreement's Terms and Conditions, City shall pay Consultant for Services rendered and for reimbursable expenses authorized under this Agreement net 30 days. City shall make no deductions from Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors or on account of the cost of construction changes other than those for which Consultant is liable.
- d. Reimbursables. Upon City's request, Consultant shall provide to City all records of reimbursable expenses, expenses pertaining to a change in Services, and any Services performed on the basis of hourly rates or expense shall be available to City or City's authorized representative at mutually convenient times. Consultant shall save these records for at least three years after final payment.
- e. Errors and Omissions; Fee Adjustments. City will not pay for any change order fee increases due to Consultant's errors or omissions. Regardless of the structure of Consultant's fee, the fee may be adjusted downward if, in accordance with this Agreement, City reduces the Services to be provided under this Agreement.
- f. Record Maintenance. Consultant shall maintain complete and accurate records in accordance with accepted accounting practices in the industry. Consultant shall make available to City for review and audit all Project-related accounting records and

documents, and any other financial data. Upon City's request, Consultant shall submit exact duplicates of originals of all requested records to City.

- g. Non-Appropriation; Adequate Funding. City is prohibited from contracting for Services for which it has not received appropriated funds. If payment for Services under this Agreement extends into City's next fiscal year, City's obligation to pay for such work shall be subject to approval of future Board of Directors appropriations to fund this Agreement. Moreover, continuation of this Agreement at specified levels is specifically conditioned on adequate funding under City's budget adopted in June of each year. City reserves the right to adjust the level of Services provided for in this Agreement in accordance with funding levels adopted by City's Board of Directors.

8. Indemnification

- a. Claims for Other Than Professional Liability. Consultant shall defend, indemnify, and hold harmless City and its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, and costs, including attorney fees and expenses of whatsoever nature resulting from or arising out of the acts or omissions of Consultant or its subconsultants, subcontractors, agents, or employees under this Agreement.
- b. Claims for Professional Liability. Consultant shall indemnify and hold harmless City and its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of whatsoever nature arising out of the professionally negligent acts, errors, or omissions of Consultant or its subconsultants, subcontractors, agents, or employees in the performance of professional services under this Agreement.
- c. Exception. Nothing in sections 8.a or 8.b requires Consultant or Consultant's surety or insurers to indemnify City and its officers, agents, and employees against liability for damages for death or bodily injury to persons or damage to property caused in whole or in part by the negligence of City and its officers, agents, and employees. Nothing in the foregoing limits or otherwise affects any requirement in sections 8.a or 8.b that requires Consultant to indemnify City and its officers, agents, and employees against liability for damages for death or bodily injury to persons or damage to property arising from the fault of Consultant or Consultant's agents, representatives, employees, or subconsultants.

9. Compliance with State of Oregon Public Contracting Code

- a. Nondiscrimination (Required by ORS 279A.110). Consultant shall not discriminate against a disadvantaged business enterprise, a minority-owned, woman-owned, or veteran-owned business, or an emerging small business certified under ORS 200.055. Additionally, Consultant must comply with all applicable requirements of federal, state, and local civil rights law and rehabilitation statutes and must not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment
- b. Tax-Compliance Warranty (Required by ORS 279B.045). Consultant represents and warrants that Consultant has complied with the applicable tax laws of the State of Oregon or a political subdivision of the State of Oregon (collectively, the "Tax Laws"), including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Consultant covenants that Consultant will continue to comply with the Tax Laws during the term of this Agreement. Failure by Consultant to comply with the Tax Laws before the execution of this Agreement or during the term of this Agreement is a default for which City may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.
- c. Payment of Labor (Required by ORS 279B.220 and 279C.505).
 - (i) Consultant shall make payment promptly, as due, to all persons supplying labor or material to Consultant for the performance of the Services provided for in this Agreement;
 - (ii) Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant or subconsultant incurred in the performance of this Agreement;
 - (iii) Consultant shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished;
 - (iv) Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees under ORS 316.167; and
 - (v) If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Agreement as such claim becomes due, City may pay such claim to the person

furnishing the labor or services and charge the amount of the payment against funds due or to become due Consultant by reason of this Agreement. The payment of a claim in this manner shall not relieve Consultant or Consultant's surety, if any, from obligation with respect to any unpaid claims.

- d. Payment for Medical Care and Workers' Compensation. As required by ORS 279B.230 and 279C.530:
- (i) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
 - (ii) All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- e. Hours of Labor; Pay Equity; Salary Discussions (Required by ORS 279B.020, 279B.235, and 279C.540).
- (i) Maximum Hours. Consultant shall pay its employees at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25). These requirements do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.
 - (ii) Notice to Employees. Consultant shall give notice in writing to its employees who perform work under this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees of the number of hours per day and days per week that the employees may be required to work.
 - (iii) Consultant shall comply with ORS 652.220 (prohibiting discriminatory wage rates based on sex and requiring that employer not discriminate against an employee who is a complainant). Compliance is a material element of this

Agreement. Failure to comply is a breach that entitles City to terminate this Agreement for cause.

- (iv) Consultant may not prohibit any of Consultant's employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and Consultant may not retaliate against an employee who does so.
- f. Limitation on Claims. For Consultant's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Consultant shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Consultant within 90 days from the completion of this Agreement, providing Consultant has:
 - (i) Caused a circular clearly printed in boldface 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
 - (ii) Maintained such circular continuously posted from the inception to the completion of this Agreement on which workers are or have been employed.

10. Other Provisions

- a. Controlling Law; Venue. Any dispute under this Agreement or related to this Agreement will be governed by Oregon law, and any litigation arising out of the Agreement will be conducted in the Circuit Court of Lincoln County, Oregon. If a claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
- b. Alternative Dispute Resolution. The parties may endeavor to resolve disputes by mediation at any time as they may agree, provided, however, that resolution of disputes by mediation is not required prior to initiating resolution of disputes by litigation.
- c. Attorney Fees. If a suit or action, including without limitation arbitration, is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which an arbitrator or a court, including any appellate court, may adjudge reasonable as attorney fees.

- d. Waiver; Severability. Waiver of any default or breach under this Agreement by City will be effective only in the specific instance and for the specific purpose given. Any such waiver does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement 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 will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid.
- e. Amendments. Any amendments, consents to, or waivers of the terms of this Agreement shall be in writing and signed by the authorized representatives of both parties.
- f. Media/Publications. Consultant shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one year of Project completion without City's prior written authorization. Consultant shall not post or publish any textual or visual representations of the Project without approval of City.
- g. Nondiscrimination. Consultant shall comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement.
- h. Successors in Interest. This Agreement will bind and inure to the benefit of the parties and their successors and approved assigns, if any. Except as previously disclosed and approved, Consultant shall not enter into any subconsultant agreements for any of the Services or assign or transfer any of its interest in this Agreement without City's prior written consent.
- i. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
- j. Notices and Communications. Notices and communications between the parties to this Agreement must be sent to the following addresses:

City of Toledo

Rich Huebner

City Manager

206 N. Main Street
Toledo, Oregon 97391

Scott Edwards Architecture

Sid Scott

Principal

2525 E. Burnside Street
Portland, Oregon 97214

- (i) The party giving notice will provide notice in writing, dated and signed by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:
 - (a) If notice is given by personal delivery, it is deemed delivered on the day of delivery.
 - (b) If notice is given by overnight delivery service, it is deemed delivered one day after the date deposited, as indicated by the delivery service.
 - (c) If notice is given by United States mail, it is deemed delivered three days after the date deposited, as indicated by the postmarked date.
 - (d) If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.
- k. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement (and the attached exhibits) is their final and entire agreement. As their final and entire expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the parties and their agents and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

[Signatures on following page]

I HAVE READ THIS AGREEMENT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT, AND TO BE BOUND BY ITS TERMS ON BEHALF OF THE PARTY I REPRESENT.

CONSULTANT

CITY

Scott Edwards Architecture

City of Toledo

Signature

Signature

Consultant's Printed Name and Title

City's Official Printed Name and Title

Date of Signature

Date of Signature

EXHIBIT A

SCOPE OF SERVICES

The scope of services is based on preparing a conceptual design to evaluate locating the Police Department, City Council Chambers and EOC in the City of Toledo Building. We anticipate the following tasks:

A. Code Review:

1. Review the City zoning code to determine required development standards.
2. Review the building code requirements.

Deliverable: Code Analysis Study.

B. Space Program:

1. Meet with the City Council to discuss the project, gather input and establish goals for the redevelopment of the building and site.
2. Meet with the Police Department and other City Staff to discuss the project, review prior planning, gather input and establish goals. Discuss potential sustainability strategies.
3. Update and revise the prior space program for the project based on the input from the City, establish current and future needs and associated square footages and functional relationships.

Deliverable: Documented Space Program with types of uses and associated square footage needs and an outline of potential sustainable design strategies.

C. Conceptual Design:

1. Based on the zoning and updated space program, develop conceptual site and building plan options to evaluate the potential uses for the building. We are anticipating two (2) options that will include colored graphics of site and floor plans, and exterior building character in building elevations and renderings.
2. Meet with the Police Department and City Staff to present the options, discuss and gather input.
3. Meet with the City Council to review the options and share the input from the Police Department and City Staff. Determine the preferred plan option.
4. Develop a high-level project cost estimate based on site/building square footage costs.

Deliverable: Multiple plan options and high-level cost estimate.

D. Preferred Conceptual Design Package:

1. Assemble a Conceptual Design package including code analysis, sustainability goals, space program, preferred concept design plan, exterior character drawings and estimated project cost.

Deliverable: Final document assembled in a booklet format in both hard copies and digital file.

EXCLUSIONS TO SCOPE OF SERVICE

1. Civil Engineering
2. Structural, mechanical, electrical, and plumbing, engineering beyond the requirements for an EOC.
3. Landscape Design
4. Environmental studies.
5. Hazardous material assessment and abatement.

EXHIBIT B

PROJECT NARRATIVE

The City of Toledo is interested in evaluating the potential of relocating the Police Department, City Council Chambers and a new Emergency Operations Center (EOC) to the City of Toledo Building located at 222 NE US-20, Toledo, OR. to create a public asset. The exterior of the building was recently renovated with new siding, windows, doors and roof. Prior conceptual design plans, prepared by SEA, were developed to study moving City Hall and the Police Department to the building. The prior planning will be the basis of design for this proposal.

Professional design services provided in this proposal include architectural design, structural, mechanical and electrical engineering, and construction cost estimating. The primary focus of the structural, mechanical and electrical engineering will be to evaluate the building code requirements to locate the proposed new EOC in the building.

EXHIBIT C

CONSTRUCTION BUDGET

FEES

The services outlined shall be completed for a lump sum fee of \$33,700, not including reimbursable expenses.

REIMBURSABLE EXPENSES

Reprographics, including printing, plotting, etc., shipping, travel, long distance communication and fees paid on your behalf are billed at 1.10 times direct expense in addition to professional fees and are estimated at \$1,500 for this project.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal shall be considered additional services and will be billed at the hourly rates listed below.

STANDARD BILLING SCHEDULE

For additional information on Standard Billing rates, refer to 'Exhibit A' - payment.

Principal	\$250	per hour
Project Manager	\$200	per hour
Project Architect	\$190	per hour
Specification Writer	\$160	per hour
Sustainability Lead	\$160	per hour
Interior Designer	\$150	per hour
Designer/Drafter	\$110	per hour
Engineer	\$180	per hour

EXHIBIT D

PROJECT SCHEDULE

To be completed no later than December 1, 2026, unless amended by written agreement between the parties.

EXHIBIT E

RESEVED

E-1

EXHIBIT F

RESERVED

EXHIBIT G

RESERVED

G-1

EXHIBIT H

RESERVED

H-1

EXHIBIT I

INSURANCE REQUIREMENTS

A. MINIMUM INSURANCE LIMITS

Consultant shall procure, prior to commencement of the Services of this Agreement, and shall maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by Consultant and its agents, representatives, employees, and subconsultant(s). Consultant's liabilities, including but not limited to Consultant's indemnity obligations under this Agreement, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by City. Coverage shall be at least as broad as the following scopes and limits:

1. Commercial General Liability. \$_____ per occurrence and \$_____ aggregate for bodily injury, personal injury, and property damage.
2. Commercial Automobile Liability. \$_____ per accident for bodily injury and property damage.
3. Workers' Compensation Liability. Consultant shall require and ensure that each of its subconsultants or subcontractors comply with this requirement.
4. Employers' Liability. \$_____ per occurrence.
5. Professional Liability. \$_____ per claim and \$_____ aggregate limits subject to no more than \$10,000 per claim deductible. Consultant shall maintain professional liability coverage through completion of construction and two years thereafter.

City reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

B. DEDUCTIBLES AND SELF-INSURANCE RETENTION

Consultant shall inform City in writing if any deductibles or self-insured retention exceeds \$10,000. At its sole discretion, City may (1) accept the higher deductible, (2) require Consultant to insure such deductibles or self-insured retention as respects City and its officers, officials, employees, and volunteers, or (3) require Consultant to provide a surety bond guaranteeing Consultant's payment of

deductible or self-insured losses and related investigations, claim administration, and defense expenses.

C. OTHER INSURANCE PROVISION

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City, City's Program Manager, or both, and their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as Additional Insureds with respect to liability arising out of activities performed by or on behalf of Consultant; Instruments of Service and completed operations of Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage will contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the Project, Consultant's insurance coverage shall be primary insurance with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Consultant's insurance and not contributory.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to the Additional Insureds.
4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage will not be suspended, voided, or canceled by either party, or reduced in coverage or in limits, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

D. ACCEPTABILITY OF INSURERS

Insurance shall be placed with insurers admitted in Oregon with a current A.M. Best's rating and FSC no lower than A-VII. Consultant shall inform City in writing if any of its insurers have a rating and FSC lower than A-VII. At its sole discretion, City may (1) accept the lower rating or (2) require Consultant to procure insurance from another insurer.

E. VERIFICATION OF COVERAGE

Consultant shall furnish City with:

1. Certificates of insurance showing maintenance of the required insurance coverage; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements shall be received and approved by City before Services commence.

July 24, 2026

Rich Huebner, City Manager

City of Toledo

Rich.Huebner@cityoftoledo.org

RE : PROPOSAL FOR CONCEPTUAL DESIGN SERVICES:

RELOCATION OF THE POLICE DEPARTMENT, CITY COUNCIL CHAMBERS AND EOC TO THE CITY OF TOLEDO BUILDING

Dear Rich,

Scott Edwards Architecture, LLP (SEA) is pleased to provide this proposal for architectural and engineering services to develop a conceptual design to relocate the Police Department, City Council Chambers and a new EOC to the City of Toledo Building. We look forward to working with you towards the success of this project.

PROJECT SCOPE

The City of Toledo is interested in evaluating the potential of relocating the Police Department, City Council Chambers and a new Emergency Operations Center (EOC) to the City of Toledo Building located at 222 NE US-20, Toledo, OR. to create a public asset. The exterior of the building was recently renovated with new siding, windows, doors and roof. Prior conceptual design plans, prepared by SEA, were developed to study moving City Hall and the Police Department to the building. The prior planning will be the basis of design for this proposal.

Professional design services provided in this proposal include architectural design, structural, mechanical and electrical engineering, and construction cost estimating. The primary focus of the structural, mechanical and electrical engineering will be to evaluate the building code requirements to locate the proposed new EOC in the building.

This proposal includes the following exhibits:

- A** Exhibit A –Scott Edwards Architecture Terms & Conditions

SCOPE OF SERVICES

The scope of services is based on preparing a conceptual design to evaluate locating the Police Department, City Council Chambers and EOC in the City of Toledo Building. We anticipate the following tasks:

A Code Review:

1. Review the City zoning code to determine required development standards.
2. Review the building code requirements.

Deliverable: Code Analysis Study.

B Space Program:

1. Meet with the City Council to discuss the project, gather input and establish goals for the redevelopment of the building and site.
2. Meet with the Police Department and other City Staff to discuss the project, review prior planning, gather input and establish goals. Discuss potential sustainability strategies.
3. Update and revise the prior space program for the project based on the input from the City, establish current and future needs and associated square footages and functional relationships.

Deliverable: Documented Space Program with types of uses and associated square footage needs and an outline of potential sustainable design strategies.

C Conceptual Design:

1. Based on the zoning and updated space program, develop conceptual site and building plan options to evaluate the potential uses for the building. We are anticipating two (2) options that will include colored graphics of site and floor plans, and exterior building character in building elevations and renderings.
2. Meet with the Police Department and City Staff to present the options, discuss and gather input.
3. Meet with the City Council to review the options and share the input from the Police Department and City Staff. Determine the preferred plan option.
4. Develop a high-level project cost estimate based on site/building square footage costs.

Deliverable: Multiple plan options and high-level cost estimate.

D Preferred Conceptual Design Package:

1. Assemble a Conceptual Design package including code analysis, sustainability goals, space program, preferred concept design plan, exterior character drawings and estimated project cost.

Deliverable: Final document assembled in a booklet format in both hard copies and digital file.

EXCLUSIONS TO SCOPE OF SERVICE

- 01 Civil Engineering
- 02 Structural, mechanical, electrical, and plumbing engineering beyond the requirements for an EOC.
- 03 Landscape Design
- 04 Environmental studies.
- 05 Hazardous material assessment and abatement.

FEES

We propose providing the services outlined above for a lump sum fee of \$33,700, not including reimbursable expenses.

REIMBURSABLE EXPENSES

Reprographics, including printing, plotting, etc., shipping, travel, long distance communication and fees paid on your behalf are billed at 1.10 times direct expense in addition to professional fees and are estimated at \$1,500 for this project.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal shall be considered additional services and will be billed at the hourly rates listed below.

STANDARD BILLING SCHEDULE

For additional information on Standard Billing rates, refer to 'Exhibit A' - payment.

Principal	\$250	per hour
Project Manager	\$200	per hour
Project Architect	\$190	per hour
Specification Writer	\$160	per hour
Sustainability Lead	\$160	per hour
Interior Designer	\$150	per hour
Designer/Drafter	\$110	per hour
Engineer	\$180	per hour

TERMS OF SERVICE

Except as described herein, our agreement will be as outlined in the attached Exhibit 'A' – Scott Edwards Architecture Terms & Conditions.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If the contents of this proposal are acceptable to you, please sign below and return one copy to our office, authorizing work to begin.

Sincerely,



Sid L. Scott, AIA, Principal

Scott Edwards Architecture, LLP

2525 E. Burnside St, Portland, OR 97214



Date

Authorization to Proceed

Date

Terms & Conditions

01 AGREEMENT: These Terms and Conditions and the attached Scott Edwards Architecture, L.L.P. (hereinafter SEA) proposal letter or other document to which these Terms and Conditions are attached or incorporated constitute the sole and entire Agreement between SEA and the Client relating to the Project. This Agreement supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof, and no other terms or conditions shall apply.

02 STANDARD OF CARE: The services provided by SEA under this Agreement ("services") will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEA makes no warranty, express or implied, with respect to the services.

03 INDEMNITY: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless SEA, its officers, directors, employees, agents and subconsultants from and against all damage, liability and costs, including reasonable attorney's fees and costs, at trial, arbitration and on appeal, arising out of or in any way connected with this Agreement or the Project, excepting only those damages, liabilities, or costs attributable to the negligence or willful misconduct of SEA.

04 NON-RESPONSIBILITY: SEA shall not be responsible for damages and shall not be held in default by reason of events or circumstances beyond SEA's reasonable control; or for delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove SEA's service promptly, or due to late, slow, or faulty performance by Client, Client's consultants, contractors, or governmental agencies.

05 CLIENT INFORMATION: Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect of all aspects of the Project; examine SEA submissions; respond promptly to SEA; and give prompt written notice to SEA whenever Client observes or otherwise becomes aware of any defect in the services. SEA has a right to rely on information provided by Client.

06 PAYMENT: Fees and reimbursable expenses will be billed monthly as services are performed on either a percentage complete basis or on a time and materials basis. Hourly rates shall be adjusted in accordance with SEA's and SEA's consultants' normal annual review practices. Invoices shall be due upon receipt and shall be delinquent if not paid within 60 days of invoice. Delinquent invoices shall bear interest at the rate of 1½ percent per month (but not exceeding the maximum allowable by law) until paid. Payments received shall be first applied to interest and then to the unpaid principal balance.

07 REIMBURSABLE EXPENSES: Client shall pay the cost of reimbursable expenses, such as printing, postage, presentation materials requested by the Client, checking and inspection fees, zoning and annexation application fees, assessment fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, transportation, and other similar project-related expenses. Any such fees paid by SEA on behalf of Client shall be reimbursed, along with other reimbursable expenses, as invoiced.

08 SITE CONTROL: SEA and its personnel shall have no authority or responsibility to exercise any control over any construction contractor or other entity in connection with their work or any health or safety precautions associated with the Project. Client warrants that its contractor shall be solely responsible for job site safety, means and methods and that this intent shall be made evident in Client's agreement with its contractor. Client also warrants that Client, SEA, and SEA's consultants, and their respective officers, directors and employees shall be indemnified from and against claims, damages, costs and expenses arising from the contractor's execution of work on the Project, and shall be made additional insureds under the contractor's General Liability Insurance Policy and Builder's Risk Policy.

09 DOCUMENT OWNERSHIP: All reports, plans, specifications, field data and notes, and other documents including all documents on electronic media, prepared by SEA as instruments of service shall remain the property of SEA. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project; however such documents are not intended or represented to be suitable for reuse by any person for extension of the Project or for any other project. Any reuse or modification of the documents, without the prior written authorization of SEA shall be at Client's sole risk and without liability to SEA, its independent professional associates or consultants. Client agrees, to the fullest extent permitted by law, to indemnify and hold SEA harmless from any claim, cause of action, liability or cost (including reasonable attorney's fees and defense costs at trial, arbitration and on appeal) arising out of or allegedly arising out of any unauthorized reuse or modification of the documents by Client or any person or entity that acquires or obtains the documents from or through Client without SEA's written authorization.

09.1 SEA and its consultants shall use Autodesk AutoCAD (Computer-Aided Design) or Revit Building Information Modeling ("BIM") as a design tool, only. The CAD file or BIM model shall not be a Construction Document or deliverable under this Agreement. Construction Documents and other deliverables shall be delivered by SEA and its consultants as a traditional two-dimensional set of plans. SEA shall share its CAD file or BIM model with Client or contractor for their convenience, and subject to terms of the Electronic Document Release attached hereto for reference and incorporated herein.

10 COST ESTIMATES: In providing opinions of probable construction costs, Client understands that SEA has no control over cost or the price of labor, equipment, or materials or over any contractor's method of pricing, and the opinions of probable construction costs provided by SEA are to be made on the basis of SEA's qualifications and experience. SEA makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs of the work estimated.

11 HAZARDOUS MATERIALS: Client acknowledges that SEA's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event SEA, or any other party, encounters these materials at a job site or in adjacent areas which may affect SEA performance of services, SEA may, at its option and without liability for consequential or any other damages, suspend performance of services on the Project until the Client retains appropriate specialist(s), consultant(s), or contractor(s) to identify, abate and/or remove the asbestos, hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. Client agrees to the fullest extent permitted by law to indemnify and hold harmless SEA, its officers, directors, employees, agents, and subconsultants, from and against any and all claims, allegations, suits, liabilities, damages, and costs, including reasonable attorneys' fees and costs, at trial, arbitration or appeal, arising out of or in any way connected with the detection, presence or handling, removing, abatement or disposal of any asbestos, hazardous or toxic substances, products and materials, on, about or adjacent to the job site.

12 TERMINATION-SUSPENSION: Failure by Client to pay any invoice before it becomes delinquent shall constitute a material breach of this Agreement and shall entitle SEA to either suspend performance of services until such delinquency is cured or, so long as such delinquency persists, terminate this Agreement upon five (5) day written notice without liability. This Agreement may otherwise be terminated by either party upon thirty (30) day written notice to the other in the event of a material breach by the other. In the event that the Client becomes bankrupt or insolvent, SEA may terminate this Agreement without liability for direct, consequential or any other type of damages. This Agreement may otherwise be terminated for convenience by either party upon seven (7) day written notice. In the event of termination, Client shall promptly pay SEA for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provision of this Agreement.

13 THIRD-PARTY BENEFICIARY: Nothing in this Agreement shall create a contractual relationship with, nor a cause of action in favor of, a third party against either Client or SEA. SEA services under this Agreement are performed solely for Client's benefit, and no other entity shall have any claim against SEA because of this Agreement or the performance or non-performance of services hereunder.

14 OREGON LAW: This Agreement is to be governed by and interpreted under the laws of the State of Oregon. Should any provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect.

15 ASSIGNMENT: Neither the Client nor SEA shall assign its interest in this Agreement without prior written consent of the other.

16 WAIVER: The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

17 NO PERSONAL LIABILITY: SEA's directors, officers, agents, shareholders and employees shall have no liability for claims arising under this Agreement or from the performance of services by SEA. Client shall look solely to the assets of SEA, including available insurance, for the satisfaction of any judgment or award from any claim arising from this Agreement.

18 LIMITATION OF LIABILITY: To the fullest extent permitted by law, the total aggregate joint, several and individual liability of SEA (including its officers, directors, partners, and employees if Item 17 of this Agreement is not enforceable) and its consultants to Client and anyone claiming by, through or under Client, as well as to any successor, assignee, beneficiary, or indemnitee of, or under this Agreement, for any claims, losses, costs or damages ("Liabilities") whatsoever, arising out of, resulting from, or in any way related to the Project, this Agreement, or the services provided pursuant to this Agreement, from any cause or causes, including but not limited to negligence, professional negligence, malpractice, strict liability, vicarious liability, breach of contract, breach of warranty, indemnity, or contribution, shall be limited in the aggregate for any and all claims to the proceeds of any professional liability insurance policy or policies as declared in the attached Certificate of Insurance. Client may negotiate a different limitation of liability for an additional fee.

19 CONSEQUENTIAL DAMAGES: Neither SEA nor SEA directors, agents, employees, representatives, or subconsultants, shall be liable to Client for any indirect, special, incidental, consequential or exemplary damages arising out of, or in connection with, the performance of services under this Agreement, whether in an action based upon contract, delay, negligence, strict liability, negligent misrepresentation or otherwise.

20 DISPUTE RESOLUTION:

20.1 MEDIATION: Should any dispute arise between Client and SEA under this Agreement, it is agreed that such dispute will be submitted to a mediator, agreed to and compensated equally by the Parties, prior to commencement of arbitration or litigation. Mediation will be conducted in Portland, Oregon. Both Parties agree to exercise their best efforts and good faith to resolve all disputes in mediation.

20.2 ARBITRATION: Subject to the obligation to mediate in good faith, the Parties agree promptly to arbitrate any dispute between them utilizing the procedures set out under Oregon's Uniform Arbitration Act (36.000). Such arbitration shall be mandatory and binding. The Parties shall agree on a single arbitrator. In the event that the Parties are unable to agree to the mutual appointment of an arbitrator, the arbitrator may be appointed per ORS 36.645 (appointment by the court). The arbitrator's award shall be final and binding. Judgment may be entered upon it in accordance with the applicable law of any Court having jurisdiction over the Parties.

20.3 CONSOLIDATED ARBITRATION: The Parties agree to consolidate any arbitration between them with the arbitration of any related dispute between the Client and the general contractor for this Project. Client shall include in its contract with the general contractor a provision requiring mandatory arbitration of disputes arising out of the Project and consolidation with any related arbitration between Client and SEA. SEA shall attempt to obtain a substantially

identical consolidated arbitration provision in its contracts, if any, with its subconsultants. Client shall require its general contractors to obtain a substantially identical consolidated arbitration provision in the contract with each of its subcontractors.

20.4 VENUE: Any arbitration held pursuant to this provision shall be held in Portland, Oregon.

20.5 NO LIMITATIONS OF RIGHTS OR REMEDIES: This alternative dispute resolution clause shall not preclude either party from filing a statutory construction lien or from commencing an action to foreclose the lien, but the foreclosure case shall be stayed pending issuance of the arbitrator's award. The award shall be binding in the foreclosure case as to all matters determined in the arbitration, and the lien may then be foreclosed to the extent permitted by law.

It is understood that the terms "Client" and "Owner" are considered to be interchangeable in this and any proposal or other document to which these Terms and Conditions are incorporated or to which it is attached.

By initialing, Client hereby agrees to these Terms and Conditions.

Initial Here: _____

By: _____
Printed Name

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JB NIBLEY INSURANCE INC 1800 SW First Avenue, Ste 670 Portland OR 97201-5398		CONTACT NAME: Gareth Simpson PHONE (A/C, No, Ext): (503) 221-5420 FAX (A/C, No): (503) 221-8732 E-MAIL ADDRESS: gsimpson@nibleyinsurance.com	
INSURED Scott Edwards Architecture LLP 2525 E Burnside Street Portland OR 97214		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Ins Co NAIC # 30104 INSURER B: SAIF Corporation NAIC # 36196 INSURER C: SiriusPoint Specialty Insurance Corp NAIC # 16820 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: GKS 25-26 Pack & Prof

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X	Y	52 SBA AF0051	8/5/2025	8/5/2026	EACH OCCURRENCE \$ 2,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	☒ Additional Insd Liability						MED EXP (Any one person) \$ 10,000	
	☒ Primary & Non-Contributory						PERSONAL & ADV INJURY \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 4,000,000	
	☒ OTHER: Waiver of Subrogation						PRODUCTS - COMP/OP AGG \$ 4,000,000	
							Additional Insured Liability \$ 2,000,000	
A	AUTOMOBILE LIABILITY	X	Y	52 SBA AF0051	8/5/2025	8/5/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	☐ ANY AUTO						BODILY INJURY (Per person) \$	
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	☒ Physical Damage						Additional Insured Liability \$ 2,000,000	
	☒ SCHEDULED AUTOS NON-OWNED AUTOS							
A	☒ UMBRELLA LIAB ☒ OCCUR	X	Y	52 SBA AF0051	8/5/2025	8/5/2026	EACH OCCURRENCE \$ 3,000,000	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 3,000,000	
	DED ☒ RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	742426	6/1/2025	6/1/2026	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			PROVAE000011501	8/5/2025	8/5/2026	Each Claim/Annual Aggregate \$ 5,000,000	
	Claims-Made Basis						Deductible \$ 50,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Gareth Simpson/G <i>Gareth Simpson</i>

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ACORD 25 (2014/01)
INS025 (201401)

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**City of Toledo
Request for City Council Action**

Council Goal:	Meeting Date:	Agenda Topic:
Enhance civic engagement and transparency.	August 5, 2026	Homie House Event Fee Waiver Request
Prepared By:		Approved by:
Rich Huebner, City Manager		Rich Huebner, City Manager

Recommendation:

Motion to approve a waiver of the City's Special Event Fee, as requested by The Homie House, for the August 22, 2026 Toledo Skate Contest.

Background:

The Homie House has submitted a City of Toledo Event Permit to host a Skateboarding Contest at the Toledo Skate Park on Saturday, August 22. The application has been reviewed and approved by the City staff. Pursuant to the City's Master Fee Schedule, an invoice for \$25 was issued to The Homie House, which has requested a waiver of the fee. Because the application was for a single-day event to be held at the Skate Park, it is not eligible for an automatic fee waiver pursuant to Resolution No. 1607, which applies to extended-duration events and festivals held at Memorial Field. Thus, the authority to grant the requested waiver is vested in the City Council.

Fiscal Impact:	Fiscal Year:	GL Number:
\$25	2026-2027	

Attachments:

1. Toledo Skate Contest Event Permit Application
2. 2026-018 Homie House Invoice



CITY OF TOLEDO
Outdoor Public Events, Entertainments
and Assemblies Permit Application

Criteria for Approval/Denial of Application:

In issuing a permit for a special event, the City considers whether:

- The event is reasonably likely to cause injury to persons or property.
- The proposed location is adequate for the size and nature of the event.
- All permit requirements have been met.
- ODOT and/or Lincoln County Permits have been secured (if applicable).
- OLCC permit has been obtained (if applicable).
- All required insurance documents are submitted.
- Previously identified issues have been addressed in the application.
- Public safety and public works employees are available to assist with the event.
- There are conflicts with other events or festivals previously scheduled.
- Traffic there will be impacts to transportation system or major traffic routes in, out and through the City of Toledo.

APPLICANT/ORGANIZATION INFORMATION (PERSON/GROUP RESPONSIBLE)

Sponsoring Organization Name: The Homie House

Organization Type: ☐ For profit ☒ Non-profit ☐ Other(type below):

List other type here: 501 C3

Contact Name
(If different from applicant): Jackie Burns

Phone Number: 308-530-9366 Business Phone: _____

Organization address: 195 N Main St
Toledo OR 97391
City State Zip Code

Mailing address
(If different from above): PO Box 94
Toledo OR 97391
City State Zip Code

E-mail address: jackielee0519@hotmail.com

ALTERNATE CONTACT & POINT OF CONTACT AT EVENT

Alternate Contact: Tyler Watkins

Alternate Contact Phone #: 541-270-6965

Contact Person (on-site at event): Tyler Watkins

Cell Phone during event: 541-270-6965



CITY OF TOLEDO
Outdoor Public Events, Entertainments
and Assemblies Permit Application

EVENT INFORMATION

Name of Event:

Toledo Skate Contest

Event occurrence?:

☒ Once (1x) ☐ Weekly ☐ Monthly ☐ Other*

*List how often event will occur
(e.g. bi-weekly)

Date(s) of Event:

August 22, 2026

Starting time:

10:00 (a.m.) / p.m.) Ending time: 7:00 (a.m.) (p.m.)

Event Location:

Toledo Skate Park

***Note:** Except for Memorial Field all City parks are available on a first come first serve basis. The Waterfront Pavilion is managed and maintained by the Port of Toledo.

Setup date(s)

(if different from day of event):

Starting
time

9:45 (a.m.) / p.m.)

Ending
time

10:00 (a.m.) / p.m.)

Take down date(s)

Starting
time

7:00 (a.m.) (p.m.)

Ending
time

7:15 (a.m.) / p.m.)

This event is a (check all that apply):

☐ Bicycle event

☐ Celebration of Life

☒ Competition

☐ Concert

☐ Church/Religious event

☐ Festival

☐ Market/Sales event

☐ Reunion

☐ Run/Walk

☐ Other

(please briefly explain here):

Event (brief) description:

Skateboarding Contest

Estimated attendance per day:

☐ 0-49

☒ 50 or more

Public right of way (ROW) or
street location:

☐ Sidewalk only

☐ Street Only

☐ Street & Sidewalk

SITE LAYOUT, TRAFFIC CONTROL & PARKING

Will the event require the closure of public streets?

☐ Yes

☒ No

☐ Not sure

(Required: a legible and detailed map that includes the start point, end point, direction of travel and street names)

Name(s) of streets to be closed (attach additional closures on a separate sheet if necessary)

Between
Between

And
And

Will your street closure request affect Lincoln County Transit or
the School District bus route?

☐ Yes

☐ No

☐ Not sure

Will the event require use of sidewalks or other public Right of
Way?

☐ Yes

☐ No

☐ Not sure

***Note:** Public Right of way refers to the type of easement that is reserved over the land for public use such as the area between the sidewalk and the road.

***Note:** If the event requires that a street will be closed/blocked, an 11-foot fire lane must be provided.

All applicants must attach a Site Layout Plan and Traffic Control Plan to this application; however components required will vary by event.



CITY OF TOLEDO
Outdoor Public Events, Entertainments
and Assemblies Permit Application

Site Layout Plans include at a minimum the location of tents, stages, portable restrooms, fencing, food booths, alcoholic/non-alcoholic beverage booths as well as adequate parking facilities (such parking facilities shall provide parking space for one vehicle for every four persons expected or reasonably expected and adequate ingress and egress to/from parking area and any other components of the event the City may request.

Traffic Control Plans include at a minimum, the location of barricades, directional signs, certified flaggers, course marshals, assembly and/or production facilities, emergency access routes, aid and first aid stations, trash and recycling receptacles, parking and any other components of the event. Traffic control devices such as barricades may be rented or purchased from local companies.

***Note:** Approved temporary events that require City resources (e.g. staffing, supplies, barricades, etc.) may require fees, which will be assessed on a case by case basis.

Do you intend to use a City owned parking lot?
If yes, please name the location:

Head Start Parking Lot ☐ Yes ☒ No

ADDITIONAL CONSIDERATIONS

Will food be served or prepared at your event? ☒ Yes ☐ No

Will alcoholic beverages be available at your event? ☐ Yes ☒ No

If so, you or the alcoholic beverage provider must obtain an Oregon Liquor and Cannabis Commission (OLCC) permit by calling 541-265-4522 or visit www.oregon.gov/olcc for more information. A copy of your application must be provided to the City.

Will there be any live or amplified entertainment, music or noise generated at your event? ☒ Yes ☐ No

***Note:** Amplified music or noise is prohibited within one thousand (1,000) feet of any residence between the hours of 12:01 a.m. and 9:00 a.m. and in all other areas between 2:00 a.m. and 9:00 a.m.

***Note:** The event sponsor shall obtain all music licensing and copyright licenses required for all music presentations and performances.

Will you need access to power/electricity for your event? ☒ Yes ☐ No

Will you need access to water for your event? ☒ Yes ☒ No

Will your event require restroom facilities? ☒ Yes ☐ No

Do you plan to setup a structure (e.g. Recreational Vehicle) as a living quarter or to conduct business at your event? ☐ Yes ☐ No

If so, a Temporary use permit application will need to be completed and submitted with the associated fee for your special event structure.

Will your event have overnight camping/sleeping? ☐ Yes ☒ No

Have you arranged for certified security at your event? ☐ Yes ☒ No

If so, who will provide security?

Phone number:

E-mail address:

Details of security plan:

***Note:** Private Security must be certified and licensed as an Event and Entertainment Professional by the Oregon Department of Public Safety Standards and Training.

Describe your Emergency Medical Services Plan (including first aid stations, first aid kits, equipment such as AEDs, etc.)

The City recommends at least one trained emergency services provider (Advance Life Support ALS, Basic Life Support BLS or First Aid CPR) be present on-site throughout the temporary event.



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Describe your plans for trash minimization and removal. Recycling is strongly encouraged. (Include information such as to the number, types and locations of all recycling and trash receptacles, a schedule for monitoring and emptying receptacles and plans for cleaning up debris not placed in receptacles and who will provide trash related services. Attach additional sheets if necessary.)

APPLICANT ACKNOWLEDGEMENT

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL ADDITIONAL PERMITS, LICENSES, AND INSURANCE CERTIFICATES REQUIRED UPON THE ISSUANCE OF THIS TEMPORARY EVENT PERMIT. Please fulfill all of the obligations listed below before submitting this application. Once all of these obligations are complete you must place your initials in all of the designated areas marked with a () and then sign and date at the bottom.

☒ **CLEAN UP:** Applicant agrees to promptly clean up all paper or debris caused by applicant's use of the area and understands that if such cleanup is not promptly undertaken the City reserves the right to do the cleaning itself and to charge the applicant for the actual time and expense incurred. The City reserves the right to deny future Outdoor Event Permit requests should applicant not fulfill all conditions of this permit application.

☒ **INSURANCE:** Applicant agrees to provide a policy of liability insurance, specific to the Event, as above-described in the Insurance Requirements Section, and further described in this Paragraph. This insurance shall provide coverage for not less than \$1,000,000 for personal injury to each person, \$1,000,000 for each occurrence involving property damage; or a single limit policy of not less than \$2,000,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon. This insurance shall be without prejudice to coverage otherwise existing insurance and shall name as additional insured the City of Toledo and its officers, agents, directors, employees and volunteers as an additional insured by endorsement. The sponsor agrees to maintain continuous coverage for the duration of the permit.

☒ **INDEMNITY:** Applicant agrees to defend, indemnify and hold the City of Toledo harmless from and against all claims, losses, and liability arising out of personal injuries, including death, and damage to property which are caused by applicant, or arising out of or in any way connected with the activities conducted pursuant to this application. The last page of this application contains an agreement form that you must sign and date before this application is reviewed.

☒ **CITY CODES/PERMITS:** Applicant agrees to obtain all city permits and licenses that may be required, and shall comply with all other city laws and other conditions that the City Manager determines necessary.

☒ **CONDUCT/NUISANCES:** Applicant understands that if the outdoor activity is conducted in such a way as to create a nuisance for any business or resident of the area, future permits may be denied for that reason alone. Applicant will be notified as soon as practical that the activity engaged in created a nuisance and may ask for a review of such determination. *insert statement about public safety and shutting down an event.

☒ **SITE /TRANSPORTATION MAP:** This application will not be processed unless a detailed site map is included. Indicate location of tents, stages, portable restrooms, fencing, food booths, alcoholic and non-alcoholic beverage booths, etc. Transportation/route maps should include: location of barricades, directional signs, certified flaggers and course marshals, assembly and/or production facilities, emergency access routes, aid and first aid stations, porta-potties, trash and recycling receptacles, parking, etc.

☒ I have read all information contained within the City of Toledo's Temporary Event Permit Application Packet and agree to abide by the terms and conditions contained herein.



CITY OF TOLEDO
Outdoor Public Events, Entertainments
and Assemblies Permit Application
INDEMNIFICATION AGREEMENT

GRANTEE ACKNOWLEDGES AND AGREES AS FOLLOWS:

The Applicant named below, its officers, employees and members shall, through the signing of this agreement by an authorized party or agent, hereby agrees, for and in consideration of the approval of the Event listed below, to be held on the date listed below, and to be held within the City of Toledo, to indemnify, defend and hold harmless the City of Toledo, a political subdivision of the State of Oregon, its officers, agents, directors, employees and volunteers, herein called "City," from any and all suits and claims, losses and liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act or omission arising out of or any way related to the event as described above, without limitation, or participation in the event as a participant, spectator, sponsor, promoter, agent or official. Applicant acknowledges that applicant has carefully read the foregoing and understands its contents. Applicant warrants that they are authorized to sign this document personally and on behalf of the organization or corporation sponsoring the event and does so freely and without reservation.

Applicant's Name: Jackie Burns Mentor

Sponsor Name: The Homie House Date: 7/08/26

Sponsor Signature by authorized party: Jackie Burns-Mentor

Name of the event: Toledo Skateboard Contest

Date(s) of the event: 8/22/26



CITY OF TOLEDO

P O Box 220
Toledo, Oregon 97391

INVOICE

Customer

Name Home House
Address
City Toledo State OR ZIP 97391

Date 7/9/2026

Invoice # 2026-018

Qty	Description		TOTAL
1	Event Fee	\$25.00	\$25.00
		SubTotal	\$25.00
		TOTAL	\$25.00

Please make checks payable to City of Toledo

City of Toledo Issue Tracker 2026

Request Date	Date to Follow Up	Targeted Completion Date	Staff Assigned	Item	Comments/Notes	Completed?
5/7/2025	10/25/2025	10/31/2025	City Attorney/ City Manager	Fire policies reviewed by the City Attorney	Completed through collaboration with Fire Chief and City Attorney	Y
5/7/2025		10/31/2025	Council	Civic Center Naming	August 6 contract awarded to Scott Edwards to do visioning and prelim design	Y
8/6/2025	9/17/2025	10/1/2025	City Attorney/ City Manager	Homie House	Agreement and letter of support. Payment remitted to Homie House.	Y
7/2/2025	10/22/2025	11/30/2025	Council/Staff	Review/update council rules	October Work Session	Y
10/15/2025	10/15/2025	Ongoing - quarterly	Paul Johnson	Railroad and Yaquina payment RCA		Ongoing
7/10/2025		N/A	City Attorney/ City Manager/ Fire Chief	Facility use agreement	Agreement proposed and rejected by ELCFR, which vacated Toledo Fire Station	N/A
2/5/2025	3/25/2026		Justin Brown	Council tech upgrades	Justin previously met with Councilor Keating in September. Staff anticipate purchasing new projector and ceiling mount in March 2026. Reviewing options for Chromebook replacement and dais presentation viewing.	N
5/20/2025		Winter	City Manager/ Council	Budget Committee process review	Rich will follow-up with new Finance Director, who is starting April 1, 2026	N
4/23/2025	3/25/2026	7/1/2026	Brian Lorimor	Memorial Field bathroom completion	Bid completed and awarded. Demo completed. Contract signed with DSL Construction.	N - In process
4/16/2025	4/15/2026	6/30/2026	Chiefs	Emergency Operations Plan	Preliminary Draft Expected. New information gained by FD has added additional elements.	N - In process

5/28/2025	5/1/2026		City Attorney/ City Manager	Revisit Ordinance 1423	Final FEMA/PICM rules still not issued. City Manager has had discussion with City Planner about appropriate model to adopt if proposed rules remain unchanged.	N - In process
6/4/2025	4/1/2026		City Manager/ Finance	Public Safety Revenue Options	City Manager has been gathering data from other Oregon cities. Will have as a discussion item for 4/1/26 meeting.	N - In process
7/23/2025	4/1/2026	TBD	City Manager/ Planning	Amend URA boundaries to include current Dept. of Forestry property	City working on proposal to acquire land. City Manager will provide update on feasibility of this once acquisition proposal complete.	N - In process
8/27/2025	4/1/2026	TBD	City Manager	Stray Cats		N - In process
9/3/2025	4/22/2026		City Manager/ Mayor	Mayor's committee / Junior Council	Proposed by Former Mayor. City Manager and Mayor to discuss.	N - In process
9/24/2025	4/8/2026		City Attorney/ City Manager	Follow-up After Action	Working with city attorney	N - In process
10/15/2025	10/15/2025		City Manager	Social Media Coordinator	Duties currently held by City Recorder. City Manager will evaluate for future need as and part of budget process.	N
9/17/2025	4/22/2026	Ongoing	City Manager/ Mayor		Mayor Mix Report	N - In process

City of Toledo Issue Tracker 2025

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

City of Toledo Issue Tracker 2025

Request Date	Date to Follow Up	Targeted Completion Date	Staff Assigned	Item	Comments/Notes	Completed
10/15/2025	10/15/25	11/05/25	PJ	Railroad and Yaquina payment RCA		11/12/2025
	10/15/25		?	Social Media Coordinator		
	11/05/25					

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	

Goal #	February 4, 2026 Regular Meeting	Staff Lead
1	Approve Resolution No. 1595, authorizing Interfund Transfers to repay the System Development Charges Fund for exempted SDCs related to the Olalla Meadows Project.	RH/JR
	Ordinance 1434 Second Reading	RH
	Swearing in of Officer Orrin Wallace	MP
	Meritorious Award Presentation	RH/MP/DS
	Election of Mayor	RH
	Election of Council President (if needed)	RH

Goal #	February 18, 2026 Regular Meeting	Staff Lead
	Art Toledo	
	SE 7 th Place Street Synopsis	
	Toledo History and Yaquina Historical Railroad Museum	
	Toledo Summer Festival Princesses	
	Lincoln County Historical Society	

Goal #	February 25, 2026 Work Session	Staff Lead
	University of Oregon's Sustainable City Year Program (SCYP)	AK/RH
	CIP's	
	Draft Goals	
	Art Toledo	
	Water Conservation	
	Vigil	

Goal #	March 4, 2026 Regular Meeting	Staff Lead
	Toledo History Center and Yaquina Historical Railroad Museum Funding Approval	
	Fireworks – Discussion Item	

City of Toledo – future agenda items list 2026

Goal #	March 18, 2026 Regular Meeting	Staff Lead
	Toledo Summer Festival Princesses	PJ
	RCA – authorize payment for repair of Fire Apparatus	RH
	Discussion/update on Code Enforcement	SM
	Forestry Department Letter of Interest	RH

Goal #	March 25, 2026 Town Hall	Staff Lead
	Water Conservation	
	Fire Safety	

Goal #	April 1, 2026 Regular Meeting	Staff Lead
	Council Applicant Interview	CC
	Discussion: Thursday Market Rental Fee	RH
	Discussion: Fireworks Regulations	RH/SM
	Exec Session: Potential Litigation	RH/SM

Goal #	April 15, 2026 Regular Meeting	Staff Lead
	Budget Amendment/Supplemental Budget	RH/JR
	Water Conservation / Fire Safety	CC
	Resolution re: Thursday Market	RH
	Arts, Oysters and Brew Budget	RH
	Discussion: Toledo H2O Water Assistance Program	RH
	Arbor Day Proclamation	RH

Goal #	April 22, 2026 Work Session	Staff Lead
	Cancelled due to LOC Spring Conference	

Goal #	May 6, 2026 Regular Meeting	Staff Lead
	Fireworks Retail Permits	RH/SM
	Waiver of Fees for Thursday Community Market	RH
	Fire Department Equipment Surplus	RH/DL
	Discussion: Council Goals	RH
	Proclamations: Municipal Clerks and Missing/Indigenous Women	RH/PJ
	Appointment of Council Rep to CWAC	RH

Goal #	May 20, 2026 Regular Meeting	Staff Lead
	Adoption of Council Goals	RH
	Surplus Parks Equipment Donation to Elks Lodge (Siletz Campground)	RH
	Discussion: Recognition of Toledo Graduates	RH/PEJ/TM

City of Toledo – future agenda items list 2026

Goal #	May 27, 2026 Work Session	Staff Lead
	Talaina King – Cape Perpetua Alliance	PEJ
	Public Comment Guidelines	
	Fireworks Guidelines	
	Timecard for Councilors	RH/FS
	Council Roles Training	RH/TM

Goal #	June 3, 2026 Regular Meeting	Staff Lead
	URA Applications (Cobblestone and Rizza’s Pizza)	PJ/RH
	New Contract with Salvation Army for Utility Assistance	RH
	Street Light Fee – Discussion	RH/JR/MS

Goal #	June 17, 2026 Regular Meeting	Staff Lead
	Resolution establishing 2026-2027 Street Light Fee	RH/JR/MS

Goal #	June 24, 2026 Work Session	Staff Lead
	Transportation	
	Event Permit ordinance	
	Fee Schedule	RH/PEJ

Goal #	July 1, 2026 Regular Meeting	Staff Lead

Goal #	July 15, 2026 Regular Meeting	Staff Lead

City of Toledo – future agenda items list 2026

Goal #	July 22, 2026 Work Session	Staff Lead
	Code Enforcement	RH/SM
	Strategic Reserve Fund	RH
	National Night Out	RH/RB
	Domestic Violence Vigil	RH
	City Events Review (put last)	RH/AK
	Advocating for County financial support of local agencies	RH/AK

Goal #	August 5, 2026 Regular Meeting	Staff Lead
	Fire Department Roof Replacement Contract	RH/BL
	Homie House Fee Waiver Request	RH
	Siletz Fire IGA	RH/DL

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
	Presentation – Oregon Cascades West Council of Governments	RH

City of Toledo – future agenda items list 2026

Goal #	September 23, 2026 Work Session	Staff Lead
	URA Work Session – Fund Usage Discussion	

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

City of Toledo – future agenda items list 2026

Goal #	November 25, 2026 Work Session	Staff Lead

Goal #	December 2, 2026 Regular Meeting	Staff Lead

Goal #	December 16, 2026 Regular Meeting	Staff Lead

Goal #	December 23, 2026 Regular Meeting	Staff Lead