CITY OF TOLEDO **AGENDA**

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

TOLEDO CITY COUNCIL
Work Session
July 10, 2018

1. Call to Order

2. Visitors/Public Comment
(The public comment period provides the public with an opportunity to address the City Council regarding items not on the agenda. Please limit your comments to five (5) minutes).

3. Discussion and Information Items

- Committee Updates
- 2018 Small City Allotment Agreement
  Presented by: Mike Adams, Public Works Director
- Approval to award bid For Breathing Apparatus
  Presented by: Larry Robeson and Dave Inman, Division Fire Chiefs
- Surplus old Ingersoll-Rand breathing air compressor – Donate To Falls City Fire Department
  Presented by: Larry Robeson and Dave Inman, Division Fire Chiefs
- Operations Policies for consideration – Water Leak Adjustment Policy and Utility Deposit Policy
  Presented by: Mike Adams, Public Works Director

4. Discussion and Action Items

- Temporary Use of Annual Liquor License – Toledo Elks Lodge
  Presented by: Craig Martin, City Manager

5. Additional Council Comments

6. City Manager Comments

7. Adjournment

The meeting location 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 city offices at (541) 336-2247. Page 1

CITY OF TOLEDO
CITY COUNCIL INFORMATION

DATE INFORMATION CONSIDERED: July 10, 2018			
Ordinance ☐	**Resolution** ☐	**Motion** ☐	**Information** ☒
Date Prepared: July 5, 2018		**Dept.:** Public Works	
SUBJECT: 2018 Small City Allotment Agreement		**Contact Person for this Item:** Michael J Adams, Public Works Director	

INFORMATION BEFORE COUNCIL:

2018 Small City Allotment Agreement for $50,000 Grant funding consideration and question follow-up.

FISCAL IMPACT:

The anticipated cost for this project is currently listed at approximately $201,336 including a 5% contingency. The successful application for the Special City Allotment Grant would provide $50,000 toward the cost of the project of resurfacing Arcadia Drive. If the grant is awarded, the City would utilize the $85,937 previously provided to the City by Lincoln County for this portion of road system. The balance of the project ($65,399) would come from the Street fund as identified within the approved 2018-2019 Operating Budget.

Streets Fund: 011-110-626500 = $201,336 ($191,748 + $9,588 (5%))

COUNCIL GOAL: Goal: Maintain and improve public infrastructure and facilities.

BACKGROUND:

The State of Oregon Department of Transportation allocates $1 million each year to be spent within cities of 5,000 or less population for streets that are not part of the State Highway System, that are inadequate for the capacity they serve, or are in a condition detrimental to safety. The maximum for any one project is $50,000, and cities may not receive the grant more than every other year. It has been 5 years since the City of Toledo received a grant under this program.

In September 2017, the City submitted formal application for the 2018 Small City Allotment Grant for road improvement on the portion of Arcadia Drive that and was transferred from Lincoln County to City jurisdiction in 2011. As a result of this submittal, the City was recently notified of project acceptance and grant award.

On June 20, 2018 City Council received information from Staff requesting formal acceptance of the grant funding the City was awarded due to the aforementioned application submitted. As a result of this Staff request, Council had additional questions relating to the grant program and the project necessitating further investigation. The information provided tonight is to help ensure the Council has enough information to make an appropriate decision regarding this matter at the upcoming July 18, 2018 regular City Council meeting.

The following is a list of questions that needed additional clarification:

Q: Can the County funds provided to the City in 2011 be used on other projects on Arcadia Drive?

Upon research of the original paperwork between the City and Lincoln County, there appears to be no specific requirement the funds be utilized on any specific project; only that it be used on Arcadia Drive.

Q: If the agreement is signed but the project does not actually take place in the 2-year time frame, when is the earliest the City would be eligible for future grant funding?

The State has recently updated the program to allow for applicants to have no more than TWO active SCA projects at one time. If the City were to accept the 2018 SCA grant the City would still be eligible to apply and receive another SCA grant during this 2-year period.

Q: If the agreement is signed, can the project be modified and, if the modification is approved by the State, receive the approved funds if within the initial/same 2-year time frame?

Generally, the only amendments the State make after the funds have been awarded, and the Agreement signed, is for extensions to the termination date – end date of the contract. It would be best to make the modifications to the project prior to the execution of the Agreement, and submit an "amended" application for review and approval.

Q: If the agreement is not signed and the City officially withdraws its request, when is the earliest the City would be eligible for future grant funding on other potential projects?

On the opening of the next application cycle - Small City Allotment Application for 2019 SCA funds. (Applications will be received in 2018.).

Q: What is the current anticipated cost of this project moving forward at this time based upon current engineering estimates?

Based upon recent contact with one of the approved City Engineering firms, the current estimated engineering cost to move this project from conception to bid is roughly $50,000. This estimate DOES NOT include any geotechnical engineering costs, if any, that may be necessary for this project.

OPTIONS:

A. Accept agreement of $50,000 grant funds from the State of Oregon Department of Transportation Special City Allotment Grant Program and potential withdraw at later date.

B. Choose not to accept grant funds on this project and consider moving forward with the project regardless of Grant funding.

C. Choose to delay this particular project and move forward with other improvements on Arcadia Drive utilizing the County funds.

D. Other as determined by Council

NEXT STEPS:

Upon consensus of council of desired outcome regarding this issue, Staff will prepare appropriate RCA for July 18, 2018 regular City Council meeting.

PREPARED & SUBMITTED BY:

Michael J Adams
_____

Michael J Adams, Public Works Director

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: July 10. 2018			
Ordinance ☐	**Resolution** ☐	**Motion** ☐	**Information** ☒
Date Prepared: July 5, 2018		**Dept.:** FIRE Department	
SUBJECT: Approval to award Bid For Breathing Apparatus		**Contact Person for this Item:** Larry Robeson & Dave Inman, Interim Fire Chiefs	

RECOMMENDATION: At the July 18th, 2018 Council meeting the Department will be asking council to authorize the purchase of new NFPA Compliant Breathing Apparatus (Air Packs), Cylinders and Face Masks from SeaWestern Firefighting Equipment.

FISCAL IMPACT: $235,745.40

COUNCIL GOAL: Public Safety (firefighter safety)

BACKGROUND: Four venders requested specifications via email, out of those four two opted not to submit a quote (via Email). Our Request for Proposals was advertised in the Oregon Daily Journal of Commerce June 13th, 2018. Sealed quotes were due to the Toledo Fire Department no later than 4:00 pm June 25th, 2018, to be opened at 4:30 pm. One quote was received and opened at the specified time from SeaWestern Fire Fighting Equipment.
The department performed due diligence by doing extensive research of various components of Self Contained Breathing Apparatus (SCBA), examining pros and cons by comparison. Also, four (4) different manufactures of SCBA's were tested by the department during Live Fire trainings, during the past two years, through which we developed our specifications from research and hands on use of various equipment.

SeaWestern's quote came in under budget at $235,745.40 which includes, 1 of Option #1 and 3 of Option #6.
We are replacing all thirty-three (33) of our fifteen (15) year old breathing apparatus. The new breathing apparatus meet current industry standards and will enhance firefighter safety through technological advancements to the breathing systems.

We sought a grant for three concurrent years to replace the breathing apparatus, but were unsuccessful in receiving any awards. The bottles for the current breathing apparatus are expiring. We have already taken 50 percent of our bottles out of service due to the expiration date of the bottles and 20 percent of the breathing apparatus have failed testing in the past three years.

ALTERNATIVES: We looked at purchasing new bottles for the current breathing apparatus but it would cost almost $100,000 dollars just to do that and then we would have to use the current breathing apparatus for another fifteen(15) years to get full use of the bottles. The bottles are made specifically for each specific brand of breathing apparatus and cannot be switched, according to NIOSH standards.

PREPARED AND SUBMITTED BY:

Larry Robeson Dave Inman

Larry Robeson & Dave Inman, Interim Fire Chiefs

SEAWESTERN
FIRE FIGHTING EQUIPMENT

P.O. Box 51, Kirkland, Washington 98083
Phone (425) 821-5858 / Fax (425) 823-0636 / Toll Free 1-800-327-5312
www.seawestern.com / E-mail: info@seawestern.com

TOLEDO FIRE DEPARTMENT

SCBA BID PROPOSAL

SeaWestern and MSA would like to thank Toledo Fire Department allowing us the opportunity to formally propose the sale of MSA G1 Self-Contained Breathing Apparatus to your department. SeaWestern has had a long history of more than 40 years as the MSA distributor to the Oregon and Washington fire service. Our goal with this bid proposal is to not simply sell you breathing apparatus equipment but leave you with a more comprehensive impression of our tenured experience supporting MSA's essential life protection equipment. As Toledo Fire Department is well aware, if there are any questions you are not only able to contact myself, but SeaWestern's President Steve Morris, Brian Beyer of MSA, MSA customer support, and SeaWestern's headquarters in Kirkland, WA.

This proposal packet includes the copy of your bid specifications that has been applicably responded to by each line item concern. Also included is a quote for the requested equipment with included notations as requested. MSA's manufacturer warranty for the G1 SCBA is also included.

With the purchase of breathing apparatus by Toledo Fire Department SeaWestern would provide comprehensive training to the fire department personnel of the new equipment at no cost. This includes user training sessions, scheduled at the convenience of your department. During this instructional session we will review: the function of the SCBA, basic care and maintenance, best practices for decontamination, how to don/doff the SCBA, regulatory and suggested service schedules and practices, and any follow-up questions.

As stated on the included quote, SeaWestern and MSA are proposing to that with a purchase of the MSA "G1" SCBA, Certified AirMask Repair Education for two members of your department will be provided. With the aforementioned training, Toledo Fire Department would be fully capable of making any repairs or preforming testing of the MSA "G1" SCBA system in house.

If there are questions that arise throughout the review of our bid proposal, please contact. Again, we at SeaWestern and MSA appreciate your consideration, and look forward to providing SCBA equipment to Toledo Fire Department. All of us at SeaWestern honor our commitment to service after the sale and humbly thank you for your consideration.

Zack Geyer
SeaWestern Sales
(541) 221-4335
Zack@SeaWestern.com

Steve Morris
SeaWestern President
(503) 816-4516
Steve@SeaWestern.com

SEAWESTERN
FIRE FIGHTING EQUIPMENT

P.O. Box 51, Kirkland, Washington 98083
Phone (425) 821-5858 / Fax (425) 823-0636 / Toll Free 1-800-327-5312
www.seawestern.com / E-mail: info@seawestern.com

TOLEDO FIRE DEPARTMENT

SCBA SPECIFICATION COMPLIANCE RESPONSE

I) Specifications:

a. Backpack / harness:

i. Shall be comfortable providing for less firefighter stress ☑

The MSA G1 ergonomic features include a swiveling lumbar pad that adjusts to varying firefighter heights. This allows significantly more of the SCBA's weight to be carried on the users' hips, opposed to shoulders. This also allows for improvement on helmet-to-cylinder interface restrictions. Wide shoulder pads include a chest strap as well as poly-coated aramid patches to stabilize the SCBA on the shoulders of the firefighter.

ii. Shall be easily decontaminated from carcinogens ☑

The MSA G1 SCBA features removable soft goods that can be thoroughly decontaminated without disconnection of pneumatic systems. A recent improvement to the design of the serviceable shoulder straps is to utilize directional release snaps. This design improvement allows for quick removal of straps while preventing undesired disconnection. The G1 facepiece is free of all electronics allowing for quick and easy decontamination under full submersion without removal of auxiliary components.

iii. Shall be durable and shall have a twenty year minimal life span ☑

The G1 SCBA is designed to have a lifespan that surpasses 20 years of service life under proper care and maintenance.

iv. Shall have a single source battery system. Rechargeable batteries are preferred for environmental considerations. The batteries shall provide necessary power for all heads up, telemetry, warning devices, and other components including the thermal imaging. ☑

The MSA G1 utilizes a single battery source for all electronic functions. Both alkaline and rechargeable lithium-ion batteries are available, and both options function in the pack without any hardware changes. The bid quote includes additional extra G1 rechargeable batteries and chargers.

v. The attachment system for the bottles shall be adjustable to fit different size bottles. ☑

The MSA G1 features a quick-release metal band that is easily adjustable to fit all available sizes of MSA cylinders.

vi. The backpack harness shall be adjustable and made to be flexible and comfortable and reduce firefighter stress. ☑

The MSA G1 carrier and harness system allows for individual adjustments of shoulder straps, chest strap, and waist belt. The ergonomic swiveling lumber pad is able to be quickly adjusted for varying heights.

b. Regulators and air pressure reduction systems:

i. When disengaging the regulator from the face mask it shall simultaneously stop air flow with a single action. ☑

The MSA G1 regulator features a two-button release system. The bottom button also functions as the air-shutoff with a single action.

ii. No electronic connections to the HUD shall be exposed. The HUD will be an integral component of the secondary regulator. ☑

The MSA G1 regulator and mask have all internal electronics, mounted in the regulator. Lights for the HUD and warnings are transmitted into the facepiece via "light-pipes".

iii. The secondary cover shall be solid and not purge capable ☑

The secondary regulator spec'd in the bid quote is for a solid cover without purge valve.

iv. Both primary and secondary regulators shall be reliable and consist of as few moving parts as possible with easy adjustments being made when applicable. ☑

The primary pressure reducer includes two principal adjustment points. The secondary pressure reducer has one principal adjustment point, operated by hand.

v. A quick fill system shall be available and shall be the major consideration over a buddy breathing system. The UAC system shall be the primary method of enhancing firefighter air supply. ☑

Both UAC recue air supply and "buddy breathing" systems are available options on the MSA G1 SCBA. Should Toledo Fire Department opt for a "buddy breather", MSA and SeaWestern will update the SCBA to the 2018 universal "buddy breather" at no cost to the department. The MSA UAC port does not have a check-valve, allowing for trans-fill operations.

vi. Low pressure warning devices shall be, (a) HUD warning display, and (b) an audible warning with external visual cues for recognition by team members of problems with fellow firefighters. ☑

The MSA G1 includes an internal-mask HUD. An audible bell low air alarm, and 360-degree air status buddy lights.

vii. (Optional) Price quote second stage regulator quick disconnect, allowing ease of changing regulators. ☑

The MSA G1 offers the option to be configured with a quick disconnect at the second stage regulator.

c. Universal Air Connection:

I. Primary UAC shall be illuminated when supply pressure reaches Low Pressure Warning Alarm. ☑

MSA includes a white LED light installed above the UAC fitting.

d. The face masks:

i. The face masks shall provide maximum visibility ☑

The MSA G1 facemask allows for a wide viewing angle, without visibility interference from externally mounted devices. The lens of the mask is optically correct preventing distortion of viewing area.

ii. Shall be designed to reduce exhalation contamination of the regular. ☑

The MSA G1 facepiece features dedicated inhalation and exhalation check valves that prevent cross contamination of regulator between users with individually issued (or clean) facepieces.

iii. There shall be little or no equipment attached to the face mask to reduce weight and allow for high visibility ☑

As requested, the G1 facepiece does not have any attached auxiliary components.

iv. The face pieces shall have a web style with a minimum 4 point connection. ☑

The MSA G1 facepiece has 5 points of connection to the headnet, and comes standard with a 4-point adjustment web-style Kevlar head net. MSA offers 5 point adjustable head net as an option on the mask.

v. All face masks and attachment harnesses shall have maximum thermal ratings. ☑

The MSA G1 facepiece conforms to the NFPA high-temperature standard. This update was a new requirement in the NFPA 1981-2013 standard.

vi. Whatever the method of attaching the second stage regulator to the face mask, the design shall allow one hand easy removal. ☑

The G1 second stage regulator has a two-button release mechanism in accordance with the NFPA 1981-2018 standard, designed to be easily operated with a single hand.

vii. It is preferred that the face mask not contain electronic components. ☑

MSA integrates all G1 electronic components into the SCBA pack itself, with no options for components added to the mask.

viii. Consideration shall be given to the face mask design that minimizes fogging up of the face mask during use. ☑

The MSA G1 facepiece minimizes fogging by having an inhalation check valve and exhalation vale in the mask.

ix. Face mask shall allow for changing of nosepiece and seal to meet the needs of different size requirements based on size and shape of the firefighter. ☑

MSA offers small, medium, and large mask seal designs; as well as small, medium, and large nosepieces. All sizes of masks/nose cups are interchangeable for best fit on the individual user.

e. **Air bottles (cylinders):**

i. The air bottles shall be of composite construction for weight reduction ☑

The MSA G1 utilizes lightweight carbon fiber reinforced aluminum-lined cylinders.

ii. The department would prefer bottles that could potentially last 20 or more years and not be limited to 15 years ⚠

MSA utilizes cylinders compliant to DOT-SP10915. Currently, this cylinder has a 15-year service life.

iii. The bottles shall be 4500 pound 45 minute capacity ☑

The MSA G1 cylinders quoted in the bid are of 66 cubic feet capacity, rated for 4500psi, and approved at the 45min standard.

iv. The bottles shall have an approved department logo or other identification on the bottles. (This will be a severable option dependent on the delivery delays) ☑

SeaWestern is offering Toledo Fire Department the options of both custom department logos and sequential cylinder numbering laid under the clear coat of the G1 cylinder at no additional cost.

v. The bottles shall have quick connect fitting to the primary pressure reducer. ☑

The MSA G1 SCBA includes a quick connect cylinder connection.

It is our goal to meet and clarify all of your bid specifications. If there are any questions that result from this submission on your specification please contact me immediately. -Zack Geyer, SeaWestern

SEAWESTERN
FIRE FIGHTING EQUIPMENT
PO Box 51 Kirkland, WA 98083
Phone 425-821-5858 Fax 425-823-0636 Toll Free 1-800-327-5312
www.seawestern.com / Email: info@seawestern.com

Quote

To: Toledo Fire Department
Attn: Dave Inman
Email: fireasst@cityoftoledo.org

Date: 6/19/2018

Item	Qty	Description	Unit Price	Extension
		Page 1 of 5.		
1	33	***MSA G1 Breathing Apparatus, NFPA 1981-2013 Edition Compliant**** Includes: 4500 PSI Operating System with Remote Quick Connect Cylinder System, G1 Carrier and Harness System with Chest Strap, Harness Shoulder Straps with Quick Removable Snap System for Simplified Removal/Decontamination, Metal Quick Release/Adjust Cylinder band, 3-Position Adjustable Swiveling Lumbar Pad, G1 Regulator with Solid Cover with Continuous Low Pressure Hose, G1 Amplifier System on Left Chest with Multiple Programmable Function Options, G1 PASS Device on Right Shoulder, and Option of Alkaline or Rechargeable Battery System, 15-Year Manufacturer Warranty on all Pneumatics & Electronics	***$4,055.00***	***$133,815.00***
2	4	***MSA G1 I-TIC System**** MSA G1 SCBA Control Module with Integrated Thermal Imaging Camera, 5 Year Warranty *Optional Extended Warranty +$300 (Total 10 Years)*	***$999.00***	***$3,996.00***
3	70	***MSA G1 Breathing Apparatus 45 Min Cylinder**** Carbon Fiber Cylinder With Cylinder Valve and Quick Connect Fitting, 66 Cubic Feet Capacity, 4500 PSI	***$885.00***	***$61,950.00***
4	47	***MSA G1 Breathing Apparatus Facepiece**** Available in Small, Medium, and Large	***$285.00***	***$13,395.00***
5	12	***MSA Spare Rechargeable Battery Packs for G1 SCBA****	***$275.00***	***$3,300.00***
		Continued on Following Page. 1 of 5.		

FOB: Destination - Toledo, OR
Delivery: Approximately 120 Days

Terms: Net 30 Days
By: Zack Geyer

SeaWestern Inc.

SEAWESTERN
FIRE FIGHTING EQUIPMENT
PO Box 51 Kirkland, WA 98083
Phone 425-821-5858 Fax 425-823-0636 Toll Free 1-800-327-5312
www.seawestern.com / Email: info@seawestern.com

Quote

To: Toledo Fire Department Date: 6/19/2018
Attn: Dave Inman
Email: fireasst@cityoftoledo.org

Item	Qty	Description	Unit Price	Extension
		Continued from Previous Pages. Page 2 of 5.		
6	2	***MSA Rechargeable Battery Charging Station, 6 Position***	***$575.00***	***$1,150.00***
7	33	***MSA G1 Breathing Apparatus Option, Telemetry System Upgrade**** Addition of Long Range Radio Transmitter to SCBA, Wirelessly Sends SCBA Status Information to Command Station	***$359.00***	***$11,847.00***
8	2	***MSA RFID ID Tag Writer (Reader)*** USB Connection and Included Software for Programming of MSA G1 RFID ID Tags. Option to Have Programmed for RFID Serial Number Reading.	***$425.00***	***$850.00***
9	4	***MSA G1 Quick Connect Adapter, Fill Station***	***$495.00***	***$1,980.00***
10	9	***MSA G1 Spectacle Kit for G1 Mask****	***$115.00***	***$1,035.00***
11	1	***MSA G1 Flow Testing Adapter for Testing G1 SCBA***	***$250.00***	***$250.00***
12	1	***MSA G1 Custom Specialty Tool Kit*** Includes Approved Tools for MSA G1 SCBA C.A.R.E Certified SCBA Technicians	***$795.00***	***$795.00***
13	1	***MSA USB 32-Bit Software for Pro Chek III***	***$977.40***	***$977.40***
		Continued on Following Page. 2 of 5.	***Total:***	***$235,340.40***

FOB: Destination - Toledo, OR Terms: Net 30 Days
Delivery: Approximately 120 Days By: Zack Geyer

SeaWestern Inc.

SEAWESTERN
FIRE FIGHTING EQUIPMENT
PO Box 51 Kirkland, WA 98083
Phone 425-821-5858 Fax 425-823-0636 Toll Free 1-800-327-5312
www.seawestern.com / Email: info@seawestern.com

Quote

To: Toledo Fire Department
Attn: Dave Inman
Email fireasst@cityoftoledo.org

Date: 6/19/2018

Item	Qty	Description	Unit Price	Extension
		Continued from Previous Pages. Page 3 of 5.		
		SeaWestern and MSA will provide for 2 technicians to attend C.A.R.E. certification class included in the purchase.		
		SeaWestern and MSA are providing NFPA 1981-2018 and NFPA 1982-2018 at customer request. Upgrades performed by C.A.R.E. certified technicians.		
		As requested in RFP, all applicable breathing apparatus components expected to meet the new 2018 standards are marked with an asterisk*. All that is expected to be updated on Toledo Fire Department's specification is a software update.		
		Continued on Following Page. 3 of 5.		

FOB: Destination - Toledo, OR
Delivery: Approximately 120 Days

Terms: Net 30 Days
By: Zack Geyer

SeaWestern Inc.

SEAWESTERN
FIRE FIGHTING EQUIPMENT
PO Box 51 Kirkland, WA 98083
Phone 425-821-5858 Fax 425-823-0636 Toll Free 1-800-327-5312
www.seawestern.com / Email: info@seawestern.com

Quote

To: Toledo Fire Department Date: 6/19/2018
Attn: Dave Inman
Email: fireasst@cityoftoledo.org

Item	Qty	Description	Unit Price	Extension
		Continued from Previous Pages. Page 4 of 5.		
		Optional Components for the MSA G1 SCBA		
1		***MSA G1 Facepiece Fit Testing Adapter Kit*** For Quantitative Facepiece Fit Test. Includes: G1 Facepiece APR Filter Adapter, QuikChek Adapter with Plumbed Hose for Face Fit Testing, MSA P100 Filter	***$315.00***	x 1
2		***MSA G1 Breathing Apparatus "Buddy Breather" System*** Includes: Male and Female Low Pressure Connections with Mounted Kevlar Pouch	***$445.00***	
3		***MSA G1 Breathing Apparatus Quick-Fill Hose**** Includes 3ft Long High Pressure Air Transfer Hose, with Mounted Kevlar Pouch	***$725.00***	
4		***MSA G1 Quick-Disconnect Regulator Upgrade**** Addition of an In-Line Quick Connect Fitting to 2nd Stage Regulator	***$425.00***	
5		***MSA Telemetry Base Station for G1 SCBA System**** Command Station Equipment, Includes: Router, Antenna, 12 Volt Power Cord, and Software	***$1,650.00***	
6		***MSA RFID ID Tags (Each)*** Keychain-Style Nylon ID Tags with Imbedded RFID Chip for Programming Settings on G1 SCBA (Telemetry System, Bluetooth Synchronization, SCBA Operating Settings, Identification Labeling on Control Module)	***$30.00***	x 3
		Continued on Following Page. 4 of 5.		

FOB: Destination - Toledo, OR Terms: Net 30 Days
Delivery: Approximately 120 Days By: Zack Geyer

SeaWestern Inc.

SEAWESTERN
FIRE FIGHTING EQUIPMENT
PO Box 51 Kirkland, WA 98083
Phone 425-821-5858 Fax 425-823-0636 Toll Free 1-800-327-5312
www.seawestern.com / Email: info@seawestern.com

Quote

To: Toledo Fire Department
Attn: Dave Inman
Email: fireasst@cityoftoledo.org
Date: 6/19/2018

Item	Qty	Description	Unit Price	Extension
		Continued from Previous Pages. Page 5 of 5.		
		Optional Components for the MSA G1 SCBA		
7		***MSA G1 RIT/RIC System*** Includes: 60 Minute 4500 PSI Cylinder, Low Air Alarm with Universal Rescue Connection, High Pressure 1st Stage Regulator, G1 2nd Stage Regulator with Depress Purge Valve, 6ft High Pressure Quick Fill Hose with Universal Rescue Connection, and G1 Facepiece, Packaged in True North RIT Bag	***$4,250.00***	

Restocking fee of up to 25% applies on returns of non-stock merchandise.
Pricing valid for 30 days. Returns within 30 days of receipt.
Custom orders are non-cancellable, non-returnable.
Final Page. 5 of 5.

FOB: Destination - Toledo, OR
Delivery: Approximately 120 Days
Terms: Net 30 Days
By: Zack Geyer

SeaWestern Inc.

MSA – The Safety Company

MSA G1 SCBA

Limited Warranty and Terms of Sale

Express Warranty — MSA - The Safety Company (MSA) warrants MSA G1 SCBA (SCBA) to be free from defects in materials and/or faulty workmanship for a period of fifteen (15) years from the date of sale by MSA. This warranty applies to all components* of the SCBA including all accessories and optional equipment purchased and supplied at the time of the original sale. MSA's obligation under this warranty is limited to the repair or replacement, at MSA's option, of the SCBA or components shown to be defective in either workmanship or materials.

No agent, employee or representative of MSA may bind MSA to any affirmation, representation or modification of the warranty concerning the goods sold under this contract.

MSA shall be released from all obligations under this warranty in the event that repairs or modifications are made by persons other than its own or authorized service personnel, or if the warranty claim results from accident, alteration, misuse, or abuse.

*This warranty expressly excludes the G1 SCBA Integrated Thermal Imaging Camera. For warranty information regarding the G1 SCBA Integrated Thermal Imaging Camera please see the *G1 SCBA Integrated Thermal Imaging Camera Warranty.*

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTEES, EXPRESSED, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, MSA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ECONOMIC, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF MSA PRODUCTS, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS.

4111 Rev 0 10162874
ID 0105-176-MC/Aug 2017

MSA – The Safety Company
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
Phone 724-776-8600
www.MSAFire.com

Fire Service Customer Service Center
Phone 1-877-MSA-FIRE
Fax 1-800-967-0398

MSA Canada
Phone 1-800-672-2222
Fax 1-800-967-0398

MSA Mexico
Phone 01 800 672 7222
Fax 52-44 2227 3943

MSA International
Phone 724-776-8626
Toll-Free 1-800-672-7777
Fax 724-741-1553

MSA
The Safety Company

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: July 10, 2018			
Ordinance ☐	**Resolution** ☐	**Motion** ☐	**Information** ☒
Date Prepared: July 5, 2018		**Dept.:** Fire Department	
SUBJECT: Surplus old Ingersoll-Rand breathing air compressor		**Contact Person for this Item:** Larry Robeson and Dave Inman, Interim Fire Chiefs	

RECOMMENDATION: Staff will present a request to the City Council on July 18, 2018 to declare a breathing air machine surplus and donate it to the City of Falls City.

FISCAL IMPACT: N/A

COUNCIL GOAL: N/A

BACKGROUND: The Fire Department will replace an Ingersoll-Rand Breathing air compressor, which is no longer needed within the Fire Department. The machine has not been claimed by any other City department; it was originally acquired through the surplus 1033 program and per the Disposition of City Property Administrative Policy, surplus property may be given to another governmental or nonprofit agency for further public use. Staff can answer any questions the Council may have.

PREPARED AND SUBMITTED BY:

Larry Robeson Dave Inman

Larry Robeson & Dave Inman, Interim Fire Chiefs

CITY OF TOLEDO
CITY COUNCIL INFORMATION

DATE INFORMATION CONSIDERED: July 10, 2018			
Ordinance ☐	**Resolution** ☐	**Motion** ☐	**Information** ☒
Date Prepared: July 5, 2018		**Dept.:** Public Works	
SUBJECT: Water Leak Adjustment Policy		**Contact Person for this Item:** Michael J Adams, Public Works Director	

INFORMATION BEFORE COUNCIL:

Formal establishment of Water Leak Adjustment policy.

FISCAL IMPACT:

Formal leak adjustment policy will have a financial impact to the water and/or wastewater utilities in the amount in the amount of cost share for each individual leak adjustment made depending on the amount of water lost due to the break. Current water rate is about $0.045 per.

Water Fund: 012-120 & 125

Wastewater Fund: 013-130 & 135

COUNCIL GOAL: Goal: Be fiscally responsible & maximize available revenue.

BACKGROUND:

Toledo Municipal Code (TMC) 13.12.460 establishes that leak adjustments may be applied to utility billing accounts when water supply leaks are repaired within ten (10) days of the account holder becoming aware of the leak. In an effort to establish consistent guidelines on how the leak adjustments will be applied, and in what circumstances, it is requested a formal policy be adopted to provide confidence to Toledo water and/or wastewater customers the policy is implemented appropriately.

The City of Toledo has historically made adjustments to water utility customer accounts due to water leaks on the private (customer) side of the water meter based upon an established policy guideline. The information being provided is to ensure the City Council is aware of this policy, make recommendations and/or adjustments to the established policy, and consider formally adopting at a future City Council meeting.

The following is the current established policy as it relates to water leak adjustment requests:

- **The City will make an adjustment to a customer's utility bill for water lost due to a leak if the leak is repaired within ten days of the customer becoming aware of the leak's existence. The adjustment will be for one-half of the water lost over the customer's normal usage**.
    - *Should an adjustment be considered on the wastewater/sewer portion of the account? This assumes the water loss DOES NOT get into the sanitary sewer. Sewer charge should only be negatively impacted if the leak occurred during the months of January – April (Winter Average calculation months).*
- **If the customer is unable to complete the repair within ten days, they may apply for an extension to the time limit to complete the repair and still remain eligible for an adjustment**.
    - *Should identify maximum time limit for leak repair to ensure timely repair and maximize overall water conversation*.

- **A water leak adjustment can be given for two month's billing, if the leak lapped over two billing periods. Two months is the maximum leak adjustment**.
- **An account is eligible for a water leak adjustment only once in any twelve month period of time**.
    - *Straight 12 month year or Rolling 12 month year from last occurrence? Attached form indicates 12 month rolling calendar.*
- **Only residential and commercial accounts are eligible for leak adjustment. Industrial accounts will not be adjusted**.
- **No adjustment will be given for high usage resulting from outdoor watering, filling of a pool or hot tub, pressure washing or any other activity over which the customer has control. No adjustment will be given in cases of faulty or poorly installed plumbing, and/or in cases in which the leak could have been avoided**.
    - *Difficult for staff to monitor and/or be decision maker on defining "faulty or poorly installed plumbing".*
    - *Should also indicate faulty toilets and leaking faucets are not eligible IF sanitary sewer credit is given.*

OPTIONS:

A. Accept & recognize policy as currently written without change/alteration.

B. Suggest changes/alterations as desired for formal consideration.

C. Other.

NEXT STEPS:

Upon consensus of council of desired outcome regarding this issue, Staff will prepare an appropriate RCA for an upcoming August 2018 regular City Council meeting.

ATTACHMENT(S): Leak Adjustment Request Form
DRAFT Resolution

PREPARED & SUBMITTED BY:

Michael J Adams
_____
Michael J Adams, Public Works Director

Leak Adjustment Reimbursement Request Form

Submittal Date: _____

Applicant Information:

Service Address with leak: _____

Account Holder Name(s): _____ Account # _____

Mailing Address: _____

Phone Number: _____ Email: _____

Date Leak Started: _____

Date Leak Discovered: _____ Date of Repair: _____

Description of leak repair: _____

_____

_____

Applicant Affidavit

- Applicant owns and/or is the authorized account holder of the subject property listed above and is requesting consideration for a leak adjustment according to current City of Toledo policy.
- Applicant is requesting consideration for leak adjustment due to water supply break, failure, and/or leak on the customer (private) side of the water meter beyond their control. No leak adjustment is allowed for a leaking toilet, faucet, and/or for negligent failure to repair a leak timely.
- Customer must request a leak adjustment within six (6) months of the occurrence. Requests for adjustments beyond six (6) months will not be considered.
- One adjustment per utility account will be allowed per calendar year (rolling 12 month year from last occurrence).
- Applicant hereby acknowledges the leak(s) have been corrected satisfactorily, was done so within ten (10) days of customer knowledge, and is no longer an issue.
- Applicant understands and acknowledges leak adjustments are subject to review by City Staff and are NOT guaranteed.
- Applicant affirms that the information set forth in this Leak Adjustment Reimbursement Request Form is true and accurate.

Applicant must attach a copy of plumber's invoice or, parts receipt.

Applicant Signature: _____ Date: _____

For City Toledo Use Only:

Date Received: _____

Applied to Account (Date): _____ Letter sent (Date)_____

RESOLUTION NO. ____

A RESOLUTION ADOPTING LEAK ADJUSTMENT POLICY FOR WATER AND WASTEWATER UTILITY ACCOUNTS

WHEREAS, Toledo Municipal Code (TMC) 13.12.460 D – Adjustments on Account of Underground Leaks states that "*Where a leak exists underground between the meter and the building and the leak is repaired within ten (10) days after the owner, agent or occupant of the premises has been notified of the leakage, the utility may allow an adjustment of fifty (50) percent of the estimated excess consumption*."; and

WHEREAS, the City of Toledo in December 2017 adopted a Water Management and Conservation Plan (WMCP) that identifies a need for a formal "Leak Adjustment Policy" for the adjustment of a customer's water bill when the customer promptly repairs a discovered leak; and

WHEREAS, the City desires to identify and establish a formal policy for making adjustments of a customer's water bill when the customer promptly repairs a discovered leak.

NOW, THEREFORE, the members of the City Council, in regular session assembled, do hereby find, declare, and resolve:

- A utility bill MAY be adjusted AFTER proof (i.e. plumber's invoice, parts receipts, plumbing permit, etc.) has been provided to the City that the leak has been repaired or corrected according to the following:
  - The leak was repaired within ten (10) days of the customer becoming aware of the leak's existence
  - The charge for water billing will be based upon the average consumption for the billing periods of the previous twelve (12) months beginning with the month just prior to when the problem occurred PLUS ½ of the water consumption measured in excess of the above referenced average for the billing period the problem occurred.
  - If the charge for sewer billing is based upon the volume of water metered any/all adjustments will be based upon the twelve (12) month average consumption described above unless the billing was not affected by the "excess water usage".
  - Customer must request a leak adjustment within six (6) months of the occurrence. Requests for adjustments beyond six (6) months will not be considered.
  - If approved, the adjustment to the bill will be for no more than the last two (2) billing periods.
  - No leak adjustment is allowed for leaking toilet(s) or for negligent failure to repair a leak.
  - One adjustment per utility account will be allowed per calendar year (rolling twelve (12) month year from the last occurrence.

Adoption of this Resolution shall supersede and replace any/all resolutions adopting a leak adjustment policy for water and/or wastewater utility accounts in their entirety.

PASSED by the City Council on this ____ day of _____, 2018.

APPROVED by the Mayor on this ____ day of _____, 2018.

ATTEST:

APPROVED:

_____
City Manager

_____
Mayor

CITY OF TOLEDO
CITY COUNCIL INFORMATION

DATE INFORMATION CONSIDERED: July 10, 2018			
Ordinance ☐	**Resolution** ☐	**Motion** ☐	**Information** ☒
Date Prepared: July 5, 2018		**Dept.:** Public Works	
SUBJECT: Water Service Deposit Refund Policy		**Contact Person for this Item:** Michael J Adams, Public Works Director	

INFORMATION BEFORE COUNCIL:

Formal establishment of Water Service Deposit Refund Policy.

FISCAL IMPACT:

Account deposits ensure the City has minimal funds available to cover costs incurred providing water/sewer services to customers should the account become delinquent and/or remain upon account closure.

Water Fund: 012-120 & 125

COUNCIL GOAL: Goal: Be fiscally responsible & maximize available revenue.

BACKGROUND:

Toledo Municipal Code (TMC) 13.12.080 states

> "*A deposit in the amount set by the rate schedule adopted by the council by resolution shall be required with each application of water service. Upon the permanent discontinuance of water service, said amount shall be paid to the depositor, provided such depositor has complied with all of the rules and regulations contained herein and has made payment of all of the water charges imposed by this chapter. In case of the failure of the depositor to pay all of the water charges imposed, the amount of the delinquent water charges shall be deducted from the deposit, and the surplus, if any remains, shall be paid over to the depositor upon request. The city water utility, at its option, may refund a deposit at any time after a customer's credit has been established.*"

In an effort to establish consistent guidelines on how account deposit(s) will be applied, and in what circumstances, it is requested a formal policy be adopted to provide confidence to Toledo water and/or wastewater customers the policy is implemented appropriately. As such, staff is requesting policy be established that identify the following areas, at minimum:

- **Criterion in which a "*customer's credit has been established*"**.
  - *It is recommended deposits be refunded to account holders who are PROPERTY OWNERS when they have established at least 12 consecutive months of regular & consistent payments to the City for water service with no more than two service disconnect fees within same 12 month period.*
  - *It is recommended deposits be refunded to account holders that are NON-PROPERTY OWNERS when they have established at least 12 consecutive months of regular & consistent payments to the City for water service with no more than two service disconnect fees within same 12 month period, AND have provided the City written notification of PROPERTY OWNER approval.*
- **Criterion in which "*permanent discontinuance of water service*" has taken place**.
  - *Currently the City will have account holders who have had their water service disconnected for non-payment and/or other reasons, without re-establishing service for a number of days. It will be very helpful to identify*

an appropriate number of days after service disconnection to officially close the account and apply deposit to outstanding amount owing.

- *Once an account is officially closed and refund applied, account holder will be required to re-apply for service.*

- **Property Owners with multiple properties – will deposits be required?**
  - *Does a property owner with multiple properties need to establish deposit for each property? It is recommended a property owner have at least one property with a property owner deposit until such time as positive customer credit can be established as described above.*
- **Re-establishment of account with poor credit with City**
  - *Often times a customer will leave one property location with an outstanding balance and request service at a new location. It is recommended individuals are not able to establish water service without paying any/all outstanding balances that remain at other locations.*
- **Refunds less than $10**.
  - *It has been determined, and is typically industry standard, that refunds in the amount of $10 or less are not refunded and will remain with the City.*

OPTIONS:

A. TBD

NEXT STEPS:

Upon consensus of council of desired outcome regarding this issue, Staff will prepare an appropriate RCA for an upcoming August 2018 regular City Council meeting.

ATTACHMENT(S): Application for Utility Service

PREPARED & SUBMITTED BY:

Michael J Adams

_____

Michael J Adams, Public Works Director

CITY OF TOLEDO - APPLICATION FOR UTILITY SERVICE

CITY HALL 206 N. Main St. - PO Box 220 - Toledo, OR 97391 (541) 336-2247 FAX (541) 336-3512

Connection Date: _____ Location Address: _____

APPLICANT INFORMATION:

Last Name: _____ First Name: _____

Mailing Address (if different than above): _____

_____

Date of Birth: _____ E-mail Address: _____

Home Phone: _____ Employer: _____ Work #: _____

CO-APPLICANT (IF APPLICABLE): Number of occupants in household: _____

Last Name: _____ First Name: _____

Date of Birth: _____ E-mail Address: _____

Employer: _____ Work #: _____

PROPERTY INFORMATION:

Are you the property owner? ☐ YES ☐ NO If no, give property owner's name: _____

PROPERTY OWNER'S CERTIFICATION

IF UTILITY SERVICE WILL BE IN THE TENANT'S NAME, THE PROPERTY OWNER MUST SIGN THE FOLLOWING CERTIFICATION:

I/We are permitting City utility service at the above premises to be in the name of the tenant. I/We understand that the property owner is responsible for payment of any City utility bill against the premises which the tenant does not pay, and that the City can refuse to connect service to a new tenant until any outstanding bills by the previous tenants have been paid. I/We understand that any outstanding utility bills can be attached as a lien against the property.

Property Owner's Signature: _____ Date: _____

Property Owner's mailing address: _____

I certify that all information on this application is true to the best of my knowledge, and that the above signature is that of the property owner, and being fully aware of the penalties described in ORS 153.990 regarding false certifications state that the above is truthful and in good faith.

Applicant's Signature: _____ Date: _____

Co-Applicant's Signature: _____ Date: _____

FOR OFFICE USE ONLY:

Account #: _____ Comments: _____

Deposit Amt.: _____ Date Paid: _____ _____

Service Fee: _____ Date Paid: _____ _____

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: July 10, 2018			
Ordinance ☐	**Resolution** ☐	**Motion** ☒	**Information** ☐
Date Prepared: July 6, 2018		**Dept.:** Administration	
Subject: OLCC Temporary Use Application – Toledo Elks Lodge/Toledo Lincoln County Swap Meet		**Contact Person:** Craig Martin, City Manager	

RECOMMENDATION: Council consider a motion to either recommend approval or denial of the Toledo Elks lodge for a Temporary Use of an Annual License (TUAL) application to the to Oregon Liquor Control Commission (OLCC) to operate a Beer Garden at the 2018 Toledo Swap Meet.

FISCAL IMPACT: Each liquor license application generates a payment of a $25.00 local jurisdiction fee.

COUNCIL GOAL: Economic Development - Promote Economic Growth

BACKGROUND: The Toledo Elks Lodge applied for a Temporary Use of Annual License to operate a Beer Garden on Sunday, August 8, 2018 at the Toledo Swap Meet located at Memorial field. The applicant Toledo Elks Lodge paid the required $25.00 local processing fee.

The Toledo Police Department received a copy of the temporary use application for review and had not provided any comments regarding the application at the time this report was written.

ALTERNATIVES: Make a recommendation of denial for the application.

PREPARED AND SUBMITTED BY:

Lisa Figueroa

Lisa Figueroa, City Recorder

Toledo Elks Lodge #1664
123 SE Alder St
Toledo OR 97391
541-336-2276

RECEIVED
CITY OF TOLEDO
Date 7/5/18
By 3:10 p.m.

COPY for our files

June 28, 2018

City of Toledo
206 N Main Street
Toledo OR 97391
Attn: City Manager, Craig Martin and City Council

RE: OLCC Permit Approval for Toledo Swap Meet

Mr. Martin and Council Members:

Please find enclosed our OLCC Application for Temporary Use of an Annual License (TUAL) for the 2018 Swap Meet.

As you are aware, the Elks has extensive experience in managing and hosting beer gardens for local events. Each year we host the Summer Festival Beer Garden and have done so, without incident, for the past 6 years.

This application must have your approval before submission to OLCC. I've also enclosed a check for the $25 fee. Please feel free to call if you have any questions. My office number is 541-265-4246 or my cell 541-270-3831.

Thank you advance for your consideration in approving this application.

Fraternally,

Kim Duty
Past Exalted Ruler
Oregon State Elks Association Vice President

OREGON LIQUOR CONTROL COMMISSION

APPLICATION FOR TEMPORARY USE OF AN ANNUAL LICENSE (TUAL)

FULL ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION

Allows an Oregon Full On-Premises Sales Licensee to sell wine, cider, malt beverages, and distilled spirits for drinking on the special event licensed premises. There is no license fee.

LIMITED ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION

Allows an Oregon Limited On-Premises Sales Licensee to sell wine, cider, and malt beverages for drinking on the special event licensed premises. There is no license fee.

- **Process Time:** OLCC needs your completed application in sufficient time to approve it. Sufficient time is typically 2 to 4 weeks before the first event date listed in #11 below (some events may need extra processing time). OLCC may refuse to process your application if it is not submitted in sufficient time for the OLCC to investigate it.
- **License Days:** In #11 below, you may apply for a maximum of seven license days per application form. A license day is from 7:00 am to 2:30 am on the succeeding calendar day.

1. My annual license is: ☒ FULL ON-PREMISE ☐ LIMITED ON-PREMISES
2. Licensee Name: TOLEDO ELKS LODGE #1664
3. Email: CHET75DEBBY@FRONTIER.COM
4. Trade Name of Business: TOLEDO ELKS LODGE #1664
5. Fax:
6. Address of Annual Business: 123 SE ALDER ST
7. City: TOLEDO
8. Contact Person: CHET LEE
9. Contact Phone: 541-648-6025
10. Event Name: TOLEDO SWAP MEET
11. Date(s) of event (no more than **seven** days): AUGUST 5, 2018
12. Start/end hours of alcohol service: 9:30 ☒ am ☐ pm to 2:00 ☐ am ☒ pm
13. Address of Special Event: 385 NW A ST (MEMORIAL FIELD) | City: TOLEDO | Zip: 97391
14. Is the event outdoors? ☒ Yes ☐ No

14a. If no, in what area(s) of the building is the event located?

14b. If yes, submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.

15. List the primary activities within the licensed area:
SALE OF BEER AND WINE ONLY

16. Will minors and alcohol be allowed together in the same area? ☐ Yes ☒ No
17. What is the expected attendance per day in the licensed area (where alcohol will be sold or consumed)? 50

PLAN TO MANAGE THE SPECIAL EVENT LICENSED AREA

If your answer to #17 is 501 or more, **in addition** to your answers to questions 18, 19, and 20, you will need to complete the OLCC's Plan to Manage Special Events form, unless the OLCC exempts you from this requirement.

18. Describe your plan to prevent problems and violations:

SEVERS WILL OBEY ALL OLCC GUIDELINE FOR MONITORING VISIBLE INTOXIFICATION. NO SERVICE TO VISIBLY IMPAIRED INDIVIDUALS. THOSE ATTEMPTING TO VIOLATE WILL BE REMOVED. OLCC CUTOFF PROCEDURES WILL BE STRICTLY ENFORCED. ALL ELKS VOLUNTERS/STAFF WILL BE EASILY IDENTIFIABLE. ID WILL BE CHECK FOR ANY INDIVIDUAL APPEARING TO BE 35 YEARS OF AGE OR YOUNGER. NO MINORS WILL BE ALLOWED WITHIN THE FENCED SERVICE AREA.

19. Describe your plan to prevent minors from gaining access to alcoholic beverages and from gaining access to any portion of the licensed premises prohibited to minors:

FENCED SERVICE AREA WILL HAVE ONLY ONE ENTRY/EXIT POINT. ID WILL BE CHECKED AT THAT POINT. FULL OLCC SIGNAGE WILL BE DISPLAYED.

20. Describe your plan to manage alcohol consumption by adults:

STAFF ARE TRAINED TO DETECT VISIBLY INTOXICATED INDIVIDUALS, WILL FOLLOW OLCC GUIDELINES FOR MONITORING CONSUMPTION, ID VISIBLY IMPAIRED PERSONS AND UTILIZE OLCC CUTOFF PROCEDURES

21. List name(s) and service permit number(s) of alcohol manager(s) on-duty and in the licensed area:

CHET LEE 591332
DEBBY LEE 586294

LIQUOR LIABILITY INSURANCE

If the licensed area is open to the public and expected attendance is 301 or more per day in the licensed area, the event must have at least $300,000 of liquor liability insurance coverage (ORS 471.168).

22. Insurance Company: OLD REPUBLIC INSURANCE COMPANY AND WESTCHESTER FIRE INS CO.

23. Policy #: MWZY312892

24. Expiration Date: 03/31/2019

MARIJUANA

25. Will marijuana (such as use, consumption, samples, give-away, sale, etc.) be allowed on the special event licensed premises or be part of the event or an adjacent event? ☐ Yes ☒ No

FOOD SERVICE: See the attached sheet for an explanation of this requirement).

26. If you will not provide distilled spirits, name at least two different substantial food items that you will provide:

1. TACOS, BURRITOS, NACHOS	2. HAMBURGERS, HOT DOGS, SANDWICHES

27. If you are a Full On-Premises Sales Licensee and will provide distilled spirits, name at least five different substantial food items that you will provide:

1.	2.
3.	4.
5.	

GOVERNMENT RECOMMENDATION

You must obtain a recommendation from the local city or county named in #26 before submitting this application to the OLCC.

26. Name the city if the event address is within a city's limits, or the county if the event address is outside the city's limits: CITY OF TOLEDO

SIGNATURE

I affirm that I am authorized to sign this application on behalf of the applicant.

27. Name (please print): CHET LEE

28. Signature: Chet Lee

29. Date: 06/28/2018

CITY OR COUNTY USE ONLY

The city/county named in #26 above recommends:

☐ Grant ☐ Acknowledge ☐ Deny (attach written explanation of deny recommendation)

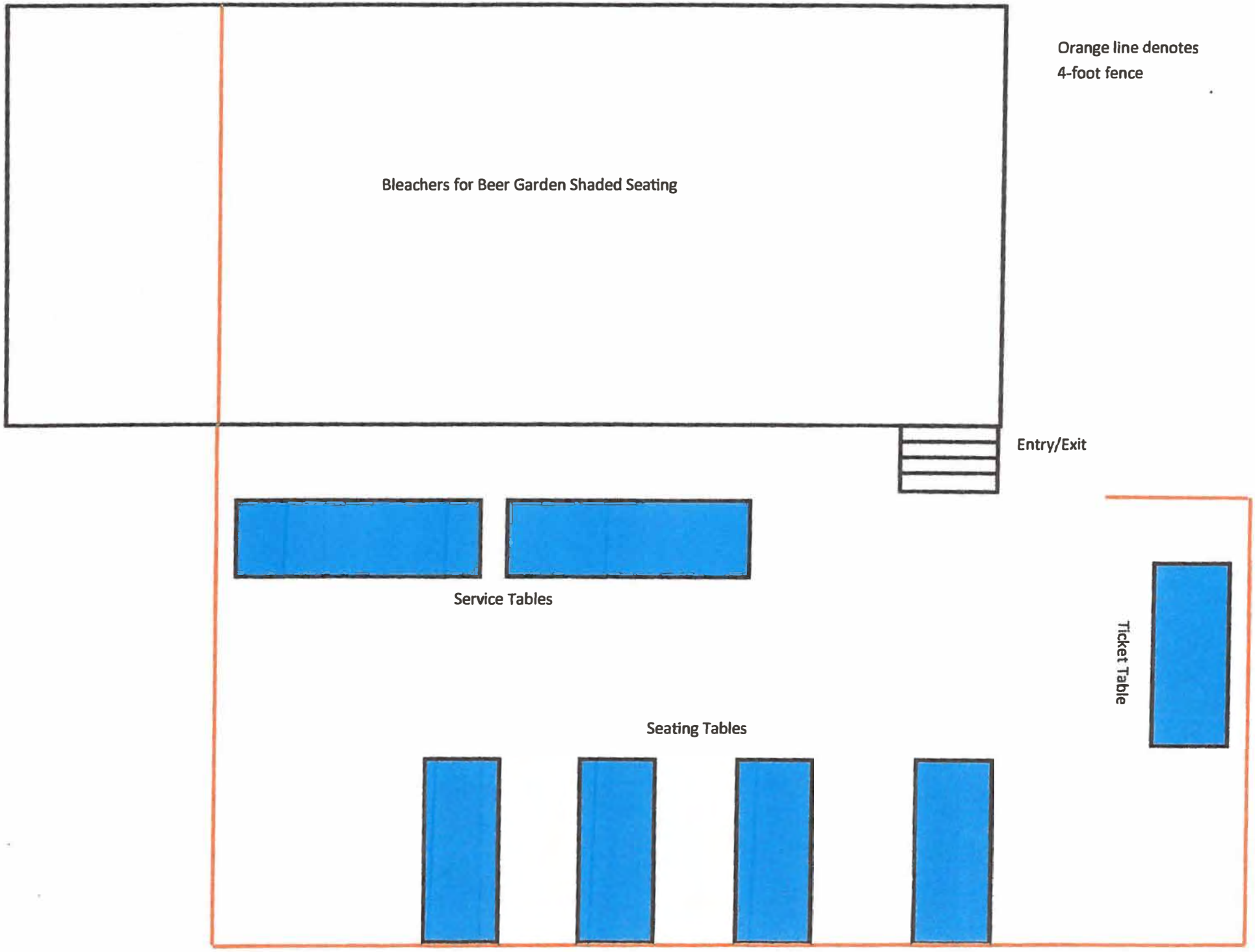
City/County Signature: Date:

FORM TO OLCC

This license is valid only when signed by an OLCC representative. Submit this form to the OLCC office regulating the county in which your special event will happen.

License is: ☐ Approved ☐ Denied

OLCC Signature: Date:


Orange line denotes
4-foot fence
Bleachers for Beer Garden Shaded Seating
Entry/Exit
Service Tables
Ticket Table
Seating Tables

OREGON LIQUOR CONTROL COMMISSION

APPLICATION FOR TEMPORARY USE OF AN ANNUAL LICENSE (TUAL)

FULL ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION
Allows an Oregon Full On-Premises Sales Licensee to sell wine, cider, malt beverages, and distilled spirits for drinking on the special event licensed premises. There is no license fee.

LIMITED ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION
Allows an Oregon Limited On-Premises Sales Licensee to sell wine, cider, and malt beverages for drinking on the special event licensed premises. There is no license fee.

- **Process Time:** OLCC needs your completed application in sufficient time to approve it. Sufficient time is typically 2 to 4 weeks before the first event date listed in #11 below (some events may need extra processing time). OLCC may refuse to process your application if it is not submitted in sufficient time for the OLCC to investigate it.
- **License Days:** In #11 below, you may apply for a maximum of seven license days per application form. A license day is from 7:00 am to 2:30 am on the succeeding calendar day.

1. My annual license is: ☒ FULL ON-PREMISE ☐ LIMITED ON-PREMISES
2. Licensee Name: TOLEDO ELKS LODGE 1664
3. Email: CHET75DEBBY@FRONTIER.COM
4. Trade Name of Business: TOLEDO ELKS LODGE #1664
5. Fax:
6. Address of Annual Business: 123 SE ALDER ST
7. City: TOLEDO
8. Contact Person: CHET LEE
9. Contact Phone: 541 648 6025
10. Event Name: TOLEDO SWAP MEET
11. Date(s) of event (no more than seven days): 08/05/2018
12. Start/end hours of alcohol service: 09:30 ☒ am ☐ pm to 2 ☐ am ☒ pm
13. Address of Special Event: MEMORIAL FIELD 385 NW A STREET — City: TOLEDO OREGON — Zip: 97391
14. Is the event outdoors? ☒ Yes ☐ No

14a. If no, in what area(s) of the building is the event located?

14b. If yes, submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.

15. List the primary activities within the licensed area: SALE OF BEER AND WINE ONLY

16. Will minors and alcohol be allowed together in the same area? ☐ Yes ☒ No
17. What is the expected attendance per day in the licensed area (where alcohol will be sold or consumed)? 50

PLAN TO MANAGE THE SPECIAL EVENT LICENSED AREA

If your answer to #17 is 501 or more, in addition to your answers to questions 18, 19, and 20, you will need to complete the OLCC's Plan to Manage Special Events form, unless the OLCC exempts you from this requirement.

18. Describe your plan to prevent problems and violations:

SERVERS WILL OBEY ALL OLCC GUIDELINES FOR MONITORING VISIBLE INTOXIFICATION. NO SERVICE TO VISIBLY INPAIRED. THOSE ATTEMPTING TO VIOLATE WILL BE REMOVED. OLCC CUT-OFF PROCEDURES WILL BE STRICTLY ENFORCED. ALL ELKS VOLUNTEERS/STAFF WILL BE EASILY IDENTIFIABLE. ID WILL BE CHECKED FOR ANY INDIVIDUAL APPEARING TO BE 35 OR YOUNGER. NO MINORS WILL BE ALLOWED WITHIN FENCED AREA

OLCC TUAL Application (Rev. 01/2017)

19. Describe your plan to prevent minors from gaining access to alcoholic beverages and from gaining access to any portion of the licensed premises prohibited to minors:
SERVICE AREA WILL ONLY HAVE ONE ENTRANCE/EXIT. ID WILL BE CHECKED AT ENTRANCE
FULL OLCC SIGNAGE WILL BE DISPLAYED. THERE WILL BE A 4FT FENCE FOR SEPERATION

20. Describe your plan to manage alcohol consumption by adults:
STAFF ARE TRAINED TO DETECT VISIBLY INTOXICATED INDIVIDUALS. STAFF WILL FOLLOW OLCC GUIDELINES FOR MONITORING CONSUMPTION, IDENTIFYING VISIBLY IMPAIRED PERSONS, AND REFUSING USE OF CUTOFF PROCEDURES RECOMMENDED BY OLCC

21. List name(s) and service permit number(s) of alcohol manager(s) on-duty and in the licensed area:
CHET LEE
DEBRA LEE

LIQUOR LIABILITY INSURANCE
If the licensed area is open to the public and expected attendance is 301 or more per day in the licensed area, the event must have at least $300,000 of liquor liability insurance coverage (ORS 471.168).

22. Insurance Company: OLD REPUBLIC INSURANCE COMPANY AND WESTCHESTER FIRE INS CO
23. Policy #: NAW24 312892
24. Expiration Date: 03/31/2019

MARIJUANA
25. Will marijuana (such as use, consumption, samples, give-away, sale, etc.) be allowed on the special event licensed premises or be part of the event or an adjacent event? ☐ Yes ☒ No

FOOD SERVICE: See the attached sheet for an explanation of this requirement).
26. If you will not provide distilled spirits, name at least two different substantial food items that you will provide:
1. TACO TRUCK
2. BURGERS + HOTDOG + SANDWICHES
27. If you are a Full On-Premises Sales Licensee and will provide distilled spirits, name at least five different substantial food items that you will provide:
1.
2.
3.
4.
5.

GOVERNMENT RECOMMENDATION
You must obtain a recommendation from the local city or county named in #26 before submitting this application to the OLCC.
26. Name the city if the event address is within a city's limits, or the county if the event address is outside the city's limits: CITY OF TOLEDO

SIGNATURE
I affirm that I am authorized to sign this application on behalf of the applicant.
27. Name (please print): CHET LEE
28. Signature: Chet Lee
29. Date: 06/28/2018

CITY OR COUNTY USE ONLY
The city/county named in #26 above recommends:
☐ Grant ☐ Acknowledge ☐ Deny (attach written explanation of deny recommendation)
City/County Signature: Date:

FORM TO OLCC
This license is valid only when signed by an OLCC representative. Submit this form to the OLCC office regulating the county in which your special event will happen.

License is: ☐ Approved ☐ Denied

OLCC Signature: Date:

FENCE
Fenced off section of BLEACHERS
Seating For Beer Garden Customers
- 12 -
TICKET TABLE
STAIRS
INTER EXIT
SERVING TABLE
SERVING TABLE
BACK FENCE
Seating For 85 MIN
24
TABLE
TABLE
TABLE
TABLE