



City Council Chambers  
206 N. Main St.  
Toledo, Oregon 97391  
7:00 p.m.

TOLEDO CITY COUNCIL  
Regular Session  
August 15, 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. Consent Calendar**  
Minutes from the Work Session held July 10, 2018 and the Regular Session held July 18, 2018
- 4. Discussion and Information Items**
  - Committee Updates
  - R.A.I.N. Program Status Update
- 5. Decision Items**
  - 2018 Small Cities Allotment Grant Agreement  
Presented by: Mike Adams, Public Works Director
  - Utility Account Deposit, Refund and Establishment Policy for Utilities  
Presented by: Mike Adams, Public Works Director
  - Leak Adjustment Policy for Utilities  
Presented by: Mike Adams, Public Works Director
  - Surplus Public Works Truck Vehicles #1103 and #0702  
Presented by: Mike Adams, Public Works Director

- 6. Reports and Comments**
  - Department Reports
  - City Manager's Report
  - Council Comments
  - Mayor Comments
- 7. Adjournment**

**TOLEDO CITY COUNCIL MINUTES**  
**Toledo City Council Chambers**  
**Work Session**  
**July 10, 2018**

**1. Call to Order**

Mayor Billie Jo Smith called the meeting to order at 6:15 p.m. Councilors present: Joshua Smith, Council President (CP) Terri Strom, Jackie Kauffman, Bill Dalbey and Deanne Dunlap  
Absent: Councilor Michele Johnson

Staff present: City Manager (CM) Craig Martin, Police Chief (PC) Dave Enyeart, Public Works Director (PWD) Michael J. Adams, Library Director (LB) Deborah Trusty, City Attorney (CA) David Robinson, Interim Fire Chiefs (FC) Dave Inman and Larry Robeson, and City Recorder (CR) Lisa Figueroa

Visitors present: Heather Jukich

**2. Visitors/Public Comment**

A citizen expressed concern about the new Juno project at the GP Mill and questioned whether it would create more traffic or how it would impact the community. CM Martin indicated he would contact the Mill on her behalf and follow up with her.

Heather Jukich asked if there are Summer Festival buttons available for low income families. The Council directed her to the Toledo Summer Festival Committee.

**3. Discussion and Information Items**  
**Committee Updates**

CM Martin noted the Council suspended the housing rehab loan committee and appointed the Council to act as that committee. He indicated the Council will review a request for partial payment for the housing rehabilitation loan project at a future meeting.

**2018 Small City Allotment Agreement**

PWD Adams summarized the Council discussion held on June 20, 2018 and referenced the memo included in the packet addressing the questions from that discussion. He said there was a question regarding the use of County funds the City received for the Arcadia project in 2011. He said there were no restrictions on how the money can be used other than it can be used for improvements for that project.

PWD Adams said the state added another grant cycle and increased the grant allocation to \$200,000. He said the state suggested the City not sign the agreement if they plan to submit a modification or another application. The Council asked if the project still needs to include the sidewalk. PWD Adams said the original application included sidewalks but the City could submit a modification request to remove that component and let the state decide if they would still allocate the money. He suggested staff bring back a resolution to the Council for consideration in regards to the project. The Council asked if the \$80,000 provided by Lincoln County in previous years is currently in the bank or in the County's possession. PWD Adams said the City has the money in the bank and the funds are not committed to any specific element on the project. The Council discussed ways to utilize the money and whether they should only

1 resurface the street or include sidewalks. It was noted the project would be in the city right-of-  
2 way and could potentially impact owners' yards. After further discussion, PWD Adams  
3 suggested Council repeal the resolution for the current application and then consider another  
4 resolution for a separate application. He indicated he would bring a request to the Council to  
5 modify the request omitting the sidewalk portion of the project.  
6

#### 7 **Approval to award bid for breathing apparatus**

8 FC Robeson and FC Inman presented a report to the Council. FC Robeson indicated they needed  
9 to replace their 15 year old equipment and were able to actively test several types of packs  
10 during live fire trainings. He reviewed the issues of the air packs they tested. FC Inman  
11 highlighted several safety features of the packs they chose. They answered clarification questions  
12 by the Council.  
13

#### 14 **Surplus old Ingersoll-Rand breathing air compressor**

15 FC Inman reviewed the report. He said the department was in contact with Falls City who is  
16 interested in acquiring the air compressor. He noted there will be no transportation or training  
17 costs to Toledo. CM Martin included the donation to Falls City complies with the City's  
18 purchasing policy and Falls City will accept it in "as is" condition.  
19

#### 20 **Operations Policies for consideration – Water leak adjustment policy and Utility Deposit** 21 **Policy**

22 PWD Adams referenced page 17 of the packet and summarized the current established policy  
23 standards in accordance to Toledo Municipal Code Section 13.12.460. He reviewed the  
24 suggested amendments and the current Leak Adjustment Reimbursement Form starting on page  
25 19 of the packet. He questioned whether an adjustment should be considered for the wastewater  
26 portion as well and recommended an adjustment be made if the leak occurred between January  
27 and April. He noted the policy allows a customer to apply for an extension if they cannot  
28 complete a repair within ten days. He suggested a clarification be added in regards to whether a  
29 water leak adjustment can be made within a calendar year or 12 months from the last occurrence.  
30 He indicated it would be difficult for staff to determine what 'faulty or poorly installed  
31 plumbing' is. The Council referenced the reimbursement request form and requested language be  
32 included to clarify which City staff would review leak adjustments and whether there is an  
33 appeal process. PWD Adams indicated he could include that information on the resolution.  
34 Councilor Smith noted page 20 last bullet needed a closed parentheses.  
35

36 Ms. Jukich noted renters are not responsible for property maintenance and questioned whether  
37 the owner could be fined for multiple leaks within a 12 month period. The Council discussed  
38 whether that is a landlord/tenant issue or if they could review it on a case by case basis.  
39

40 PWD Adams directed the Council to page 22 and reviewed the water deposit refund policy. He  
41 suggested adding clarifications in regards to requiring deposits and whether customers can  
42 receive a refund of the deposit. He suggested establishing criterion for permanent discontinuance  
43 of water service, requiring deposits from property owners and addressing refunds less than  
44 \$10.00.  
45

#### 46 **4. Discussion and Action Items**

##### 47 **OLCC Temporary Use application Toledo Elks Lodge/Toledo Lincoln County Swap Meet**

48 CM Martin presented the report. He said the request is for a temporary liquor license use permit  
49 by the Elks Lodge to operate a beer garden at the Chamber of Commerce Swap Meet on August

1 5. He indicated the request is being expedited so the Oregon Liquor Control Commission  
2 (OLCC) has time to process the application. There were no questions from Council.  
3

4 It was moved and seconded (**Smith/Dunlap**) to recommend approval of the Toledo Elks Lodge  
5 for a temporary use of an Annual License Application to the OLCC to operate a beer garden at  
6 the 2018 Toledo Swap Meet. **Motion passed 6-0**, noting the absence of Councilor Johnson.  
7

8 CP Strom thanked staff for their work on the new utility billing statements. PWD Adams  
9 provided updates to the Council regarding the online bill pay and the new City website.  
10

#### 11 **5. Additional Council Comments**

12 Mayor Smith updated the Council on the Summer Festival float.  
13

#### 14 **6. City Manager Comments**

15 CM Martin indicated the City was able to assist a homeowner with a housing rehabilitation loan  
16 to avoid foreclosure. He indicated the City passed the first stage of the Department of Land  
17 Conservation and Development housing needs analysis grant. He indicated it is time for the  
18 Council to select the priorities for the 2019 legislative session and asked the Council to forward  
19 their individual priorities to the City Recorder, who will compile the information for the Council  
20 to review at their next meeting. He said the City participated in an OSHA workplace voluntary  
21 inspection through a workplace safety program and will receive a report on any issues that may  
22 need to be addressed regarding workplace safety. He said he will be out of the office Wednesday  
23 and Thursday of this week for a conference. He said the CSC barrel to keg relay will have a  
24 detour route to avoid the parade.  
25

26 LD Trusty said the Library will have a booth at the Summer Festival. She noted Lincoln County  
27 participated in the Dolly Parton book giveaway program and had 400 kids registered. She  
28 indicated there are some statistics available from United Way's Asset Limited, Income  
29 Constrained, Employed (ALICE) program that could provide valuable statistical household and  
30 income information if the City considers affordable housing options.  
31

#### 32 **7. Adjournment**

33  
34 Meeting adjourned at 8:20 p.m.  
35

36 ATTEST:

APPROVE:

37  
38  
39 \_\_\_\_\_  
40 City Recorder

\_\_\_\_\_  
Mayor

**TOLEDO CITY COUNCIL MINUTES**  
**Toledo City Council Chambers**  
**Regular Session**  
**July 18, 2018**

**1. Call to Order**

Mayor Billie Jo Smith called the meeting to order at 7:00 p.m. Councilors present: Michele Johnson, Joshua Smith, Council President (CP) Terri Strom, Jackie Kauffman, Bill Dalbey and Deanne Dunlap

Staff present: City Manager (CM) Craig Martin, Police Chief (PC) Dave Enyeart, City Recorder (CR) Lisa Figueroa, Library Director (LD) Deborah Trusty, Interim Fire Chief (FC) Larry Robeson and City Attorney (CA) David Robinson

Visitors present: Rodney Cross, Bill Farley, Jerry Marsh, Stu Strom, Tanya Delfs, Tina Ewing, Tracy Mix, Betty Kamikawa, Dan Barrett, Sara Hibbs, Polly Chavarria and Nancy Bryant

**2. Visitors/Public Comment**

Rodney Cross, resident, congratulated the Summer Festival committee for the Festival this year. He said it was a great event. He commented on the recall petition and said he would like to see the County office count the signatures when they are turned in.

Bill Farley, resident, commented on the recall petition and expressed concern that children were brought into the issue from one side, which should not have happened.

Tanya Delfs, community member, asked when the Council minutes would be updated on the website. CM Martin indicated approved minutes have been updated on the website. Mayor Smith noted the public may request a copy of the minutes that have not been posted to the website from City staff. Ms. Delfs asked if the Public Works parking lot was paved. CM Martin stated there was dust control applied to the parking lot.

**3. Consent Calendar**

No items were presented for approval. Mayor Smith noted there will be an additional item added to the end of the Decision Items regarding a Housing Loan Rehabilitation loan.

**4. Discussion and Information Items**

**Proclamation – National Night Out**

PC Enyeart said the Police Department will host a National Night Out event on August 7, 2018 with several activities available to the public. Mayor Smith read a proclamation and declared August 7, 2018 as National Night Out in Toledo.

**Committee Updates**

Councilor Smith noted there is a Cascades West Area Commission on Transportation Committee meeting this week. Mayor Smith indicated she will attend a Cascades West Council of Governments Board meeting on July 19, 2018.

**5. Decision Items**

**2018 Small City Allotment Agreement**

PW Director Adams summarized the July 10, 2018 Council discussion. He said there was consideration to delay the decision to sign the agreement in order to submit a modified request to the State to remove the sidewalk portion of the Arcadia project. He said he heard back from the representative at the state, who indicated the City would likely receive funding for the modified request given that all the requests in this cycle have been funded. He said he reviewed the original application which delineated the sidewalks would be funded by the City and the street overlay would be funded through the grant.

1  
2 **Motion**—It was moved and seconded (JSmith/Dalbey) to submit a project modification request that  
3 removes the sidewalk portion of the original project for the 2018 Small Cities Allotment grant. **Motion**  
4 **passed 7-0.**

5  
6 **Approval to award bid for breathing apparatus**

7 Interim FC Robeson summarized the discussion from the July 10, 2018 Council work session. He said he  
8 included copies of the Daily Journal of Commerce notice and the e-mails from the vendors who did not  
9 submit bids. CM Martin said the purchase is in accordance with the City's purchasing policy.

10  
11 **Motion:** It was moved and seconded (JSmith/Strom) to approve the purchase of a new NFPA Compliant  
12 Breathing Apparatus (Air Packs), Cylinders and Face Masks from SeaWestern Firefighting Equipment in  
13 an amount of \$235,745.40. **Motion passed 7-0.**

14  
15 **Recommend priorities to the League of Oregon Cities for the 2019 Legislative Agenda**

16 Mayor Smith presented the report. The Council reviewed the priorities list and selected four top priorities  
17 and four least priorities.

18  
19 **Motion:** It was moved and seconded (JSmith/Johnson) to recommend items I, Infrastructure Financing  
20 and Resilience; N, Permanent Supportive Housing Investment; R, Property Tax Reform and AA, Waste  
21 Water Technical Assistance Program as the four top priorities and C, Auto Theft; J, Least Cost Public  
22 Contracting; L, Lodging Tax Definition Broadening and CC, Wood Smoke Reduction Program Support  
23 as the four least priorities to the League of Oregon Cities (LOC) for the 2019 Legislative Session. **Motion**  
24 **passed 7-0.**

25  
26 **2018-2019 Budget Adoption**

27 CM Martin said the blue sheet at their seats replaces the resolution included in the packet. He said this  
28 resolution corrects the typographical errors in Resolution 1402 that was adopted by the City Council on  
29 June 20, 2018. He indicated it does not change the approved \$18,357,522 budget recommended by the  
30 Budget Committee but budget law requires City Council review and adopts corrections after an error has  
31 been found. Councilor Dalbey inquired why the total unappropriated funds on Resolution 1406 does not  
32 match the same line item from Resolution 1402. CM Martin indicated this resolution required the  
33 unappropriated amount for all funds but the unappropriated ending fund balance was inadvertently  
34 inputted. Councilor Dalbey noted the Streets Fund total is miscalculated by \$26. CM Martin indicated the  
35 Fund Total is the correct total and noted the budget must be forwarded to the County for their report to the  
36 state. He indicated they are only concerned with the total budget numbers and stated he is not sure there is  
37 a penalty considering last year's resolution included a \$50,000 discrepancy but was not corrected.  
38 Councilor Kauffman asked if the \$5.18 per \$1,000 of assessed value for operations is an addition. CM  
39 Martin clarified it is the maximum tax rate amount under law and is not an increase. Councilor Johnson  
40 noted it is the same rate that has been in effect for years.

41  
42 **Motion:** It was moved and seconded (JSmith/Dunlap) to adopt Resolution 1406, a resolution correcting  
43 and replacing Resolution 1402, a resolution adopting the 2018-2019 Budget in the amount of  
44 \$18,387,522, appropriating funds and levying taxes for Fiscal Year 2018-2019. **Motion passed 5-2**, with  
45 Councilors Dalbey and Kauffman opposing the motion.

46  
47 **Housing Rehabilitation Loan Program**

48 CM Martin provided a report to the City Council and indicated a local homeowner participated in the  
49 housing rehabilitation loan program in 2013. He indicated those loans were conveyed to the Community  
50 Services Consortium (CSC) by the City but were reconveyed by City Attorney Adams. He said the  
51 homeowner approached CSC for a modification on the payment of the loan but it was determined the loan  
52 belonged to the City. He said he received a call from CSC and it was noted the loan was critical and the  
53 property owner was trying to sell a portion of their property to avoid foreclosure. He summarized the  
54 Council discussion from the June 27, 2018 meeting where the Council dissolved the loan committee,

1 enacted the Council as the loan committee and their intention to ratify the loan agreement, where the  
2 homeowner would make a good faith payment of \$1,000. He indicated 75% of the payment would go into  
3 the Council Strategic Fund and the remaining would go into The Revolving Loan Fund. Mayor Smith said  
4 the \$1,000 would be taken off the principal. CM Martin stated the homeowner has already made the  
5 payment. Councilor Dalbey indicated he is a personal friend of the homeowner and abstained from  
6 voting.

7 **Motion:** It was moved and seconded (**JSmith/Kauffman**) to ratify the June 20 2018 agreement to allow  
8 the citizen to sell one of three residential lots subject to the terms of the 2013 City of Toledo Housing  
9 Rehabilitation Loan Program and to ratify and confirm the City Attorney and City Manager's execution  
10 of documents memorializing the sale and partial repayment of the loan in the amount of \$1,000. **Motion**  
11 **passed 6-0** with Councilor Dalbey abstaining.

## 12 **Reports and Comments**

### 13 **Department Reports**

14 LD Trusty said the Library took the children on a field trip to the Railroad museum. She said they were  
15 invited to make weatherproof ornaments for the Capital Christmas tree. She thanked Councilor Johnson  
16 for staining the concrete for the flagpole plaza.

17  
18  
19 PWD Adams said the City received a notification from Oregon Health Authority in regards to mandatory  
20 testing of Cyanotoxins in the Siletz River. He said the City also received the equipment, would perform  
21 tests every two weeks and that the temporary rules are in effect through the end of the calendar year. He  
22 said there is a spot at the lower level of the treatment plant and other specific areas where staff could pull  
23 water to test.

### 24 **City Manager's Report**

25 CM Martin indicated there were no major public safety incidents at the Summer Festival. He updated the  
26 Council on the OSHA consultation visits and said the City is waiting for a report from OSHA. He said the  
27 Seal Rock Water District would like to make a presentation to the Council at a future meeting.

### 28 **Council Comments**

29 Councilor Johnson commented on the budget and clarified that even if money is budgeted for projects, the  
30 Council will consider the needs of the City before spending any money. She asked the Council consider  
31 RV hookups for RV parking on private property. She suggested staff look into a lift that is designed to  
32 lift, maneuver and carry people. Councilor Dalbey commented on an e-mail he received in regards to a  
33 vendor displaying the confederate flag at the summer festival. He said he forwarded the e-mail to the  
34 festival organizers and asked the Council to consider a resolution to ban the confederate flag. There was  
35 no consensus or direction from Council to direct staff on the suggested comments.

### 36 **Mayor Comments**

37 The Mayor read a quote.

### 38 **Adjournment:**

39 Mayor Smith adjourned the meeting at 8:28 p.m.

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ATTEST:

APPROVE:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Mayor

**CITY OF TOLEDO**  
**REQUEST FOR COUNCIL ACTION**

|                                                     |                                            |                                                                                |                                             |
|-----------------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------|
| <b>DATE ACTION REQUESTED:</b> August 15, 2018       |                                            |                                                                                |                                             |
| <b>Ordinance</b> <input type="checkbox"/>           | <b>Resolution</b> <input type="checkbox"/> | <b>Motion</b> <input checked="" type="checkbox"/>                              | <b>Information</b> <input type="checkbox"/> |
| <b>Date Prepared:</b> August 9, 2018                |                                            | <b>Dept.:</b> Public Works                                                     |                                             |
| <b>SUBJECT:</b> 2018 Small City Allotment Agreement |                                            | <b>Contact Person for this Item:</b><br>Michael J Adams, Public Works Director |                                             |

**REQUEST BEFORE COUNCIL:**

Accept Small City Allotment Agreement number 32629 awarding \$50,000 in Grant funding for the asphalt overlay of Arcadia Drive and authorize the City Manager to execute said document.

**FISCAL IMPACT:**

The anticipated cost for this project is currently listed at approximately \$140,000 including a 5% contingency. The successful application for the Special City Allotment Grant will provide \$50,000 toward the cost of the project of resurfacing Arcadia Drive. With the grant as awarded, the City will be able to utilize the \$85,937 previously provided to the City by Lincoln County for additional cost of this project. Total funding for this project is identified within the adopted 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. On July 10, 2018 during a regularly scheduled work session, additional information was provided to the Council in an attempt to provide answers to questions regarding the project and funding agreement that had arisen at the June 20 City Council meeting.

Based upon the discussion that was had by the Council members in attendance of the July 10, 2018 work session, it was recommended staff submit a project scope amendment to the State effectively removing the sidewalk portion of the original project and focus the project to include only an asphalt pavement overlay within the project area. A revised application was submitted on or about July 25, 2018 to the State reflecting the change in local priorities on this project. As a result of this submittal, the State has accepted the revision request and has provided this new agreement reflecting same.

**OPTIONS:**

- A. Accept attached agreement of \$50,000 grant funds from the State of Oregon Department of Transportation Special City Allotment Grant Program and authorizing the City Manager to execute all necessary documents.

Grant funding is capped at \$50,000 with City responsible for any/all remaining project costs necessary to complete the project as submitted within the original project application.

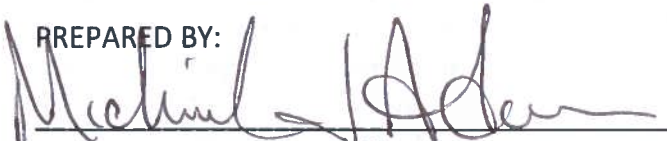
Original project application submittal included complete street overlay on Arcadia Drive of approximately 1200 feet from Burgess Dr. to the Arcadia School entrance area. Modification request essentially removed the "Curbs and Sidewalk" portion of the project consisting of approximately 720 feet.

- B. Choose not to accept grant funds on this project and cancel this project.

**RECOMMENDATION:** Based upon the recommendation at the July 10, 2018 Council work session, and given the State has approved of the requested project scope revision, it is recommended City Council choose Option "A"; Accept attached agreement of \$50,000 grant funds from the State of Oregon Department of Transportation Special City Allotment Grant Program and authorize the City Manager to execute all necessary documents.

Attached: SCA 2018 Application – Revised 7-25-18  
32629 SCA Agreement 2018 Final

PREPARED BY:

  
Michael J Adams, Public Works Director

SUBMITTED BY:

  
Craig Martin, City Manager

A051-G041918

2018 SMALL CITY ALLOTMENT AGREEMENT  
NE Arcadia Drive - Paving  
City of Toledo

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and CITY OF TOLEDO, acting by and through its elected officials, hereinafter referred to as "Agency," each herein referred to individually as "Party" and collectively as "Parties."

**RECITALS**

1. NE Arcadia Drive is part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.800 and 366.805, there has been withdrawn from State Highway Funds appropriated for allocation to cities of the State of Oregon the sum of \$2,500,000 and an additional \$2,500,000 available to the Oregon Department of Transportation from the State Highway Fund. These sums have been set up in a separate account to be administered by the Department of Transportation for the Small City Allotment (SCA) Program. The \$5,000,000 shall be allotted each year by State for use upon city streets that are not a part of the state highway system, that are within cities with populations of 5,000 or fewer persons, and that are inadequate for the capacity they serve or are in a condition detrimental to safety. No single project may receive more than \$50,000 in SCA funds.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. By the authority granted in ORS 366.805(2), Agency has requested monies from this account for NE Arcadia Drive - Paving, hereinafter referred to as "Project." Said Project improvements shall consist of asphalt overlay. The total estimated cost of this Project is \$145,000.
2. State has considered Agency's request for the Project and has determined that this Project is eligible for funding under the Small City Allotment (SCA) Program.

3. The Parties hereto mutually agree and understand that the cost of the Project will be paid for with SCA funds and by Agency as follows:
  - a. SCA funds will pay for eligible Project costs up to an amount not to exceed \$50,000.
  - b. Agency shall pay all Project costs in excess of the SCA funds.
  - c. State may, upon request by Agency, after execution of this Agreement and after providing concurrence on the Project plans and specifications, advance to Agency up to \$25,000 in SCA funds.
  - d. State shall issue payments after January 1, 2018. Only work begun after the effective date of this Agreement is eligible for reimbursement with SCA funds.
4. Documented cost of preliminary engineering and construction engineering services performed by the Agency, or the Agency's consultant, are eligible Project costs.
5. The term of this Agreement will begin upon execution and will terminate two (2) years following the date of final execution unless extended by an executed amendment.

#### **AGENCY OBLIGATIONS**

1. Agency shall conduct all right of way activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, Federal-Aid Policy Guide, Code of Federal Regulations (CFR) and the ODOT Right of Way Manual, and Title 23 CFR Part 710 and Title 49 CFR Part 24.
2. Agency shall assume management and financial responsibility for the acquisition of all right of way. Right of way may be acquired by Agency or on behalf of Agency (by consultants or State) at Agency's choice. If State performs the acquisition, a right of way services agreement shall be executed setting forth the responsibilities of each party.
3. Agency shall assume management and financial responsibility (at no expense to State) for the adjustment, reconstruction, and relocation of utility installations, including all privately or publicly owned utility conduits, lines, poles, mains, pipes and all other facilities of every kind and nature where such relocation or reconstruction is required for project completion.
4. Agency shall prepare, or cause to be prepared, the plans and specifications for the Project, advertise the Project, contract the work, perform the construction engineering, and make the necessary contract payments.

5. Agency shall, during the course of the work, accumulate and retain documentation of all Project costs.
6. Agency shall, upon completion of Project, certify to State that Project is complete and in substantial conformance with the plans and controlling specifications. Agency shall submit an invoice for the remaining eligible costs of Project which, when added to any amount previously advanced by State, shall not exceed the actual total cost of Project or \$50,000, whichever is less.
7. Agency shall assume management and financial responsibility for the ongoing maintenance of Project following construction completion.
8. Agency understands those streets or portions of streets, upon which SCA funds have been expended, are not eligible for additional SCA funds for a period of ten (10) years following the approval for such funds.
9. Agency understands that if Project is canceled by Agency after Agency has received payment of any SCA funds from State, or not completed within the time requirements or in accordance with the terms of this Agreement, Agency shall immediately repay to State the full amount of SCA funds received by Agency.

**10. Americans with Disabilities Act Compliance:**

- a. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA").
- b. Agency may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:  
<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>;

Additional ODOT resources are available at:

<http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- c. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency

acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

- d. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route.
  - e. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
    - i. Pedestrian access is maintained as required by the ADA,
    - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
    - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
    - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
    - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
  - f. Maintenance obligations in this section shall survive termination of this Agreement.
11. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
12. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without

limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

13. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
14. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
15. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.
16. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may

have against Agency's contractor if the State of Oregon elects to assume its own defense.

17. Agency's Project Manager for this Project is Michael J. Adams, Public Works Director, City of Toledo, PO Box 220, Toledo, Oregon 97391; phone: (541) 336-2247 ext. 2070; email: [pwdirector@cityoftoledo.org](mailto:pwdirector@cityoftoledo.org), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **STATE OBLIGATIONS**

1. State shall administer the funds in the SCA Account in the following manner:
  - a. After January 1, 2018, at Agency's request, State may, upon execution of this Agreement, and after providing concurrence on the Project plans and specifications, forward to the Agency an advance payment of SCA funds not to exceed \$25,000.
  - b. State shall make final payment to Agency for all remaining eligible Project costs upon satisfactory final inspection of the Project by State using State's approved inspection form, and after receipt of the certification of acceptance of work by the Agency accompanied by documentation of all Project costs. Total payments to Agency, including any advance deposit payment, shall not exceed the actual total cost of the Project or \$50,000, whichever is less.
2. State's Project Manager for this Project is Shelly White-Robinson, Special Program Coordinator, ODOT Region 2, 455 Airport Road SE, Building B, Salem, Oregon 97301; phone: (503) 986-6925; email: [shelly.white-robinson@odot.state.or.us](mailto:shelly.white-robinson@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to

correct such failures within ten (10) days or such longer period as State may authorize.

- c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
- 3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
  - 4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  - 5. With respect to a Third Party Claim for which the State is jointly liable with Agency (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the State had sole liability in the proceeding.
  - 6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in

settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. Agency maintenance responsibilities shall survive termination of this Agreement if Project is completed and accepted.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on January 12, 2018, by the Program and Funding Services Manager.

**CITY OF TOLEDO**, by and through its  
elected officials

By \_\_\_\_\_  
City Manager

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL  
(If required in Agency's process)**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Michael J. Adams, Public Works Director  
City of Toledo  
PO Box 220  
Toledo, Oregon 97391  
(541) 336-2247 ext. 2070  
pwdirector@cityoftoledo.org

**State Contact:**

Shelly White-Robinson  
Special Program Coordinator  
ODOT Region 2  
455 Airport Road SE, Building B  
Salem, Oregon 97301  
(503) 986-6925  
shelly.white-robinson@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 2 Planning and Development  
Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Special Program Coordinator

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY  
(If over \$150,000)**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

**CITY OF TOLEDO**  
**REQUEST FOR COUNCIL ACTION**

|                                                                                        |                                                       |                                                                                |                                             |
|----------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------|
| <b>DATE ACTION REQUESTED:</b> August 15, 2018                                          |                                                       |                                                                                |                                             |
| <b>Ordinance</b> <input type="checkbox"/>                                              | <b>Resolution</b> <input checked="" type="checkbox"/> | <b>Motion</b> <input type="checkbox"/>                                         | <b>Information</b> <input type="checkbox"/> |
| <b>Date Prepared:</b> August 8, 2018                                                   |                                                       | <b>Dept.:</b> Public Works – Utility Billing                                   |                                             |
| <b>SUBJECT:</b> Utility Account Deposit, Refund, & Establishment Policy for Utilities. |                                                       | <b>Contact Person for this Item:</b><br>Michael J Adams, Public Works Director |                                             |

**RECOMMENDATION:**

It is recommended the City Council adopt **Resolution No 1408 for 2018 – A Resolution Setting Utility Account Deposit, Refund, and Establishment Policy for Water and Wastewater Accounts.**

**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 per the attached proposed Resolution that was presented and discussed in DRAFT form July 10, 2018 Council work session.

**ATTACHMENT(S):** Resolution No 1408 for 2018 – A Resolution Setting Utility Account Deposit, Refund, and Establishment Policy for Water and Wastewater Accounts.

PREPARED BY:

Michael J. Adams  
Michael J Adams, Public Works Director

SUBMITTED BY:

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Craig Martin, City Manager

## RESOLUTION NO. 1408

### **A RESOLUTION SETTING UTILITY ACCOUNT DEPOSIT, REFUND, AND ESTABLISHMENT POLICY FOR WATER AND WASTEWATER ACCOUNTS**

**WHEREAS**, 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”;*  
and

**WHEREAS**, staff is requesting a policy be established that provides consistent guidelines on how account deposit(s) will be applied on accounts and in what circumstances, in order to provide confidence to Toledo water and/or wastewater customers the policy is implemented appropriately.

#### **NOW, THEREFORE, THE CITY OF TOLEDO RESOLVES:**

The following is an effort to clearly and consistently identify the circumstances in which “Account Deposit(s)” are required, when they can be waived, and when to apply deposit(s) to the account.

An application of water service is required for any customer desiring Toledo municipal water and/or wastewater sewer service at a property served by such (or about to be) as in new construction.

An account deposit shall be required for each application of water service.

Account deposit(s) may be waived and/or applied to the account upon request according to the following:

- o Applicant has existing Toledo water/sewer account in good standing that can be transferred to a new account seamlessly,
- o Applicant is the legal property owner of the lot in which “new service” is requested and is the property owner of multiple existing Toledo water/sewer accounts.
- o Account deposits may be applied 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,

- o Account deposits may 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.
- o Voluntary customer request to discontinue service.

Accounts that have had service disconnected due to non-payment for more than 14 calendar days shall be officially “closed” and the account deposit on file shall be applied.

Applicant(s) requesting service at a property served by Toledo municipal water and/or wastewater sewer shall be required to settle any/all with an outstanding balance(s) owing in their name at another property served by Toledo utilities before additional service is authorized.

All account deposit shall be applied, without interest, to the account(s) in which they were initially received.

Upon account closure, any surplus of funds in excess of ten dollars (\$10.00) after application of account deposit shall be paid over to the account holder. Funds less than ten dollars (\$10.00) shall not be refunded and will instead be allocated to the H2O fund.

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  
15<sup>th</sup> day of August, 2018.

APPROVED by the Mayor on this  
15<sup>th</sup> day of August, 2018.

ATTEST:

APPROVED:

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City Recorder

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Mayor

**CITY OF TOLEDO**  
**REQUEST FOR COUNCIL ACTION**

|                                                      |                                                       |                                                                                |                                             |
|------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------|
| <b>DATE ACTION REQUESTED:</b> August 15, 2018        |                                                       |                                                                                |                                             |
| <b>Ordinance</b> <input type="checkbox"/>            | <b>Resolution</b> <input checked="" type="checkbox"/> | <b>Motion</b> <input type="checkbox"/>                                         | <b>Information</b> <input type="checkbox"/> |
| <b>Date Prepared:</b> August 8, 2018                 |                                                       | <b>Dept.:</b> Public Works – Utility Billing                                   |                                             |
| <b>SUBJECT:</b> Leak Adjustment Policy for Utilities |                                                       | <b>Contact Person for this Item:</b><br>Michael J Adams, Public Works Director |                                             |

**RECOMMENDATION:**

It is recommended the City Council adopt **Resolution No 1409 for 2018 – A Resolution adopting a leak adjustment policy for water and wastewater utility accounts.**

**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 gallon.

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. This topic was presented and discussed at the July 10, 2018 Council work session culminating in the attached Resolution for your consideration.

**ATTACHMENT(S):** Resolution No 1409 for 2018

**PREPARED BY:**

Michael J. Adams  
Michael J Adams, Public Works Director

**SUBMITTED BY:**

Craig Martin, City Manager

## RESOLUTION NO. 1409

### 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 staff to follow to make adjustment(s) of a customer’s water bill when the customer promptly repairs a discovered leak.

#### **NOW, THEREFORE, THE CITY OF TOLEDO RESOLVES:**

The following policy is in regards to adjusting utility accounts when account holder experiences an “excess in water usage” due to water supply break, failure, and/or other leak beyond their reasonable control that occurs on the customer (private service lateral) side of the water meter.

- 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 adjusted charge for water billing due to the leak 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 leak occurred in the months of January – April, the adjusted and excess consumption as identified above will be included in the annual “Winter Average” calculation.
  - 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.

- o One adjustment per utility account will be allowed per calendar year (rolling twelve (12) month year from the last occurrence.
- Any/all requests for leak adjustment(s) must be made by completing an approved “Leak Adjustment Reimbursement Request Form”. Approval/denial of a leak adjustment request shall be made by the Finance Director, or designee.
- Persons wishing to appeal any final decision regarding a leak adjustment approval/denial may appeal in writing to the City Manager. The City Manager or designee will then hear the appeal within one week of receipt of the written appeal.
- If no resolution is forthcoming from the City Manager, applicant may request appeal to the City Council. The City Manager will refer the exclusion to the City Council at a regularly scheduled meeting. The Toledo City Council’s direction on the issue shall be final.

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  
15<sup>th</sup> day of August, 2018.

APPROVED by the Mayor on this  
15<sup>th</sup> day of August, 2018.

ATTEST:

APPROVED:

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City Recorder

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Mayor

**CITY OF TOLEDO**  
**REQUEST FOR COUNCIL ACTION**

|                                                                         |                                            |                                                                                 |                                                        |
|-------------------------------------------------------------------------|--------------------------------------------|---------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>DATE ACTION REQUESTED:</b> August 15, 2018                           |                                            |                                                                                 |                                                        |
| <b>Ordinance</b> <input type="checkbox"/>                               | <b>Resolution</b> <input type="checkbox"/> | <b>Motion</b> <input type="checkbox"/>                                          | <b>Information</b> <input checked="" type="checkbox"/> |
| <b>Date Prepared:</b> August 8, 2018                                    |                                            | <b>Dept.:</b> Public Works                                                      |                                                        |
| <b>SUBJECT:</b> Surplus PW Truck Vehicles #1103 & #0702 per Attachments |                                            | <b>Contact Person for this Item:</b><br>Michael J. Adams, Public Works Director |                                                        |

**RECOMMENDATION:** Motion to declare fleet vehicles surplus and dispose of them as allowed within the adopted City of Toledo Purchasing Manual.

**FISCAL IMPACT:**

Vehicles have "trade-in" of approximately \$9,600 combined that can be used to offset planned vehicle purchase identified within the adopted Operating Budget for 2018-2019.

PW Reserve Fund: 040-400

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

**BACKGROUND:**

The public works department will be replacing vehicle #1103 and vehicle #0702 as identified in the attachments and will be using the funds derived from the trade-in value to purchase two new 2018 F-150 4 WD Super Cabs. The disposal of these vehicles, upon approval of this request for surplus, will be conducted as provided in TLR 2.32-180, Paragraph J of the purchasing policy adopted in Resolution No. 1394 for 2017.

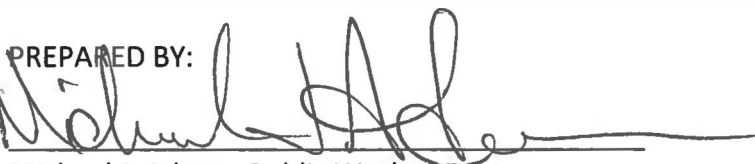
It is estimated the trade-in value for Vehicle #1103 is approximately \$5,000; the estimated trade-in value for Vehicle #0702 is approximately \$4,600.

Vehicle Detail Truck 1103 – VIN 1FTKR1ED2BPA88477 2011 FORD Ranger 4x2 Plate E255865

Vehicle Detail Truck 0702 – VIN 1FTRF12217NA62479 2007 FORD F150XL 4x2 Plate E240006

**ATTACHMENT(S):** Vehicle Detail Truck 1103 – VIN 1FTKR1ED2BPA88477  
Vehicle Detail Truck 0702 – VIN 1FTRF12217NA62479

PREPARED BY:



Michael J. Adams, Public Works Director

SUBMITTED BY:

\_\_\_\_\_  
Craig Martin, City Manager

**City of Toledo Truck #1103**

Mileage: 42787  
Vin#: 1FTKR1ED2BPA88477  
Plate Number: E255865  
Year: 2011  
Manufacturer: Ford  
Model: Ranger  
Drive Train: 4X2

**Purpose & Primary Use: City of Toledo  
Fresh Water Plant**



# **City of Toledo Truck #0702**

Mileage: 49693

Vin#: 1FTRF12217NA62479

Plate Number: E240006

Manufacturer: Ford

Model: F150XL

Drive Train: 4X2

## **Purpose & Primary Use: City of Toledo: Parks Division**

