



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

**TOLEDO CITY COUNCIL
Regular Meeting
March 6, 2019**

- 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 Agenda**
Minutes from the Special Meeting held February 1, 2019.
- 4. Discussion and Information Items**
 - Committee Updates
Planning Commission Applicant Interview – City Manager Craig Martin
- 5. Decision Items**
 - Seal Rock Water District Wholesale Rate Adjustment Settlement Agreement – Public Works Director Michael J. Adams
 - Oregon State University Cooperative Extension Community Garden Lease Agreement – City Manager Craig Martin
 - Policy Changes – City Enhancement and In Kind Services Policy – City Manager Craig Martin
- 6. Reports and Comments**
 - Department Reports
 - City Manager's Report
 - Council Reports
 - Mayor's Report
- 7. Adjournment**

**TOLEDO CITY COUNCIL MINUTES
SPECIAL MEETING – GOAL SETTING**

February 1, 2019

6:00 p.m.

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:20 p.m.

Present	Absent	
X		Mayor Rod Cross
X		Council President Joshua Smith
X		Councilor Jackie Kauffman
X		Councilor Heather Jukich
	X	Councilor Bill Dalbey
X		Councilor Stu Strom
X		Councilor Betty Kamikawa

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

Visitors present: Chinook Institute for Civic Leadership Director John Morgan and Judy Richter

2. VISITORS/PUBLIC COMMENT

There were no comments.

3. DISCUSSION ITEMS

City Council Goal Setting

CM Martin facilitated an icebreaker activity for the Council and staff and then introduced Chinook Institute for Civic Leadership Director John Morgan.

Mr. Morgan led an Environmental Scan discussion to consider the status of the community, organization, Council and Staff.

The discussion included the following concerns:

- Finding harmony,
- Community values,
- Lack of growth and jobs,
- Need more people to be invested
- Affordable housing

The Council reviewed their role in regards to making policy decisions and the ability to identify the difference between regulatory decisions that must be made in order to be in compliance or decisions that must be made to address specific needs such as rate increases.

The Council recessed for a break at 7:30 p.m. and reconvened at 7:40 p.m.

1 Department Directors provided an update of their department, identified challenges they
2 encountered and highlighted accomplishments within their department related to current City
3 Council goals.

4
5 Mr. Morgan reviewed the schedule for the Goal Setting on Saturday February, 2.

6
7 **4. ADJOURNMENT**

8
9 The meeting adjourned at 9:24 p.m.

10
11 ATTEST:

APPROVE:

12
13
14
15 _____
16 City Recorder, Lisa Figueroa

Mayor, Rod Cross

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: February 20, 2019			
Ordinance ☐	Resolution ☐	Motion ☐	Information ☒
Date Prepared: February 28, 2019		Dept.: Administration	
SUBJECT: Interview Planning Commission Applicant		Contact Person for this Item: Craig Martin, City Manager	

RECOMMENDATION: No motion recommended at this time, however the Council may vote to suspend their City Council rules and appoint an individual to fill a vacancy on the Planning Commission.

FISCAL IMPACT: None.

COUNCIL GOAL: N/A

BACKGROUND:

There is currently an open recruitment for volunteers to fill vacancies on the Planning Commission. One application has been received and presented to the Council for consideration.

City Council rules dictate that the City Council shall interview applicants for the Planning Commission and appointments be made at the next regularly scheduled meeting. The Council may suspend their City Council rules to vote and fill a vacancy at this meeting.

Staff continues to recruit for the other Committees and will bring any additional applications to the Council for consideration to future meetings.

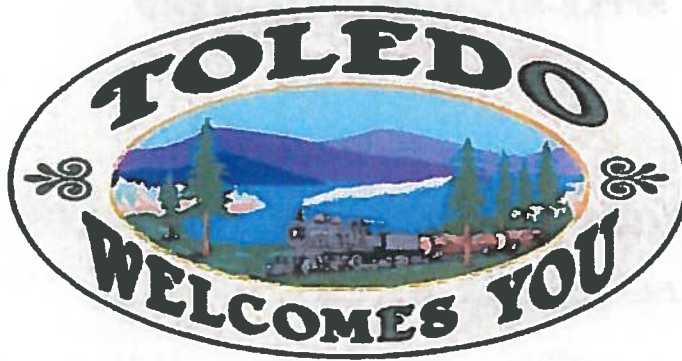
Attachments: Application

SUBMITTED BY:

Lisa Figueroa
Lisa Figueroa, City Recorder

APPROVED BY:

Craig Martin
Craig Martin, City Manager



CITY OF TOLEDO, OREGON

Volunteer Application City Board, Committee or Commission

The City of Toledo is an Equal Opportunity Employer
and does not discriminate

Return to:

Toledo City Hall
206 N. Main Street, P.O. Box 220 - Toledo, Oregon 97391
Phone (541) 336-2247 - Fax: (541) 336-3512
Hours: 8am to 5pm, Monday - Thursday
Website: www.cityoftoledo.org
email: administration@cityoftoledo.org

Received by: _____

Date: _____

NAME Robert C. Dupray

POSITION APPLIED FOR Planning Commission Member

CITY OF TOLEDO
City Board, Committee or Commission
APPLICATION FOR VOLUNTEERS

Position Applied for: Planning Commission member

Date: 29 Jan 2019

Duprau Robert Charles
Last Name First Name Middle Name

1503 SE Alder way
Address

Toledo OR 97391
City State Zip

541-961-9411 RobDuprau@Gmail.com
Phone # Email

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

☒ Yes

☐ No

If yes, what position and when? Fire Dept Chaplin

Volunteer / Committee Experience

GENERAL BACKGROUND:

QUALIFICATION: I am a retired Chief out of the U.S. Coast Guard. During my time there I served in many administrative and decision making positions. I served on the Standardization Team for the 44' Motor Life Boats throughout the United States. Insuring that the boats were being maintained to the same standard. I understand process and procedure for accountability and decision making, consensus building as well as fostering a highly functioning team atmosphere.

EXPERIENCE: After retirement I served as a senior pastor for 10 years, dealing with budgets and being accountable to my constituents. I have volunteered as the Chaplain at the Toledo Fire for a season. During my time with the USCG I obtained a skill set that incorporates an attention to process and detail. I hold a high value to following proper procedures.

COMMENTS OF INTEREST:

WHY SEEKING POSITION: I want to be involved and make a difference in the community in which I live. I think I bring something to the table that can be helpful and make a contribution to this town.

COMMUNITY INVOLVEMENT: Currently I am serving as a Pastor in Siletz at the Sacred Ground Baptist Church. I am also currently a part of the coaching staff for the Toledo High School Wrestling team. Making a difference in young people's lives.

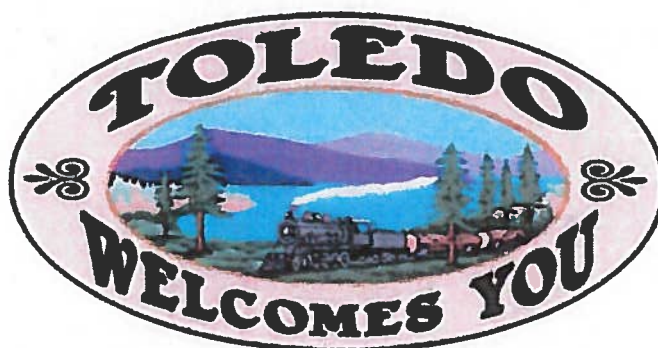
CERTIFICATION:

By signing below I certify that I meet the resident eligibility requirements to serve on the Planning commission Board

Signed  Date: 29 Jan 2019

NAME Todd Michaels

POSITION APPLIED FOR Planning Commission



CITY OF TOLEDO, OREGON

Volunteer Application City Board, Committee or Commission

The City of Toledo is an Equal Opportunity Employer
and does not discriminate

Return to:

Toledo City Hall
206 N. Main Street, P.O. Box 220 - Toledo, Oregon 97391
Phone (541) 336-2247 - Fax: (541) 336-3512
Hours: 8am to 5pm, Monday - Thursday
[Website: www.cityoftoledo.org](http://www.cityoftoledo.org)
[email: administration@cityoftoledo.org](mailto:administration@cityoftoledo.org)

Received by (Signature)

Date:

FEB 27 2019

Revised 5/2/17



THE UNIVERSITY OF CHICAGO

LIBRARY

1000 S. MICHIGAN AVE.

CITY OF TOLEDO
City Board, Committee or Commission
APPLICATION FOR VOLUNTEERS

Position Applied for: Planning Commission

Date: 2-20-19

Michels Todd Dylan
Last Name First Name Middle Name

395 SE Alder St
Address:

Toledo OR 97391
City State Zip

503-812-7515 Michels Todd @Yahoo.com
Phone # Email

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

☐ Yes

☒ No

If yes, what position and when?

Volunteer/ Committee Experience

GENERAL BACKGROUND:

QUALIFICATIONS: Eagerness to learn and
participate in my city

EXPERIENCE: _____

COMMENTS OF INTEREST:

WHY SEEKING POSITION: To Be more involved
with the community and the interworkings
of the city of Toledo

COMMUNITY INVOLVEMENT: Attend City Council meetings

CERTIFICATION:

By signing below I certify that I meet the resident eligibility requirements to serve on

the Planning Commission
Insert name of committee, board or commission

Signed [Signature] Date: 2-20-19

CITY OF TOLEDO PLANNING COMMISSION INTERVIEW QUESTIONS

1. Why are you interested in serving on the Planning Commission?
2. What experiences have you had that enable you to contribute to the Planning Commission?
3. The Planning Commission meets monthly and needs a quorum to conduct business. Will you commit to 12 meetings per year and do your best to be at all of them?
4. What do you think is the role of the Planning Commission?
5. What sort of growth should Toledo seek and how should we attract that kind of expansion or development?
6. In your opinion, what are the two most critical planning issues facing Toledo?

THE UNIVERSITY OF CHICAGO

DEPARTMENT OF THE HISTORY OF ARTS

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

CITY OF TOLEDO
COUNCIL INFORMATION

DATE INFORMATION CONSIDERED: March 6, 2019			
Ordinance ☐	Resolution ☐	Motion ☒	Information ☐
Date Prepared: February 28, 2019		Dept.: Public Works	
SUBJECT: Seal Rock Water District Wholesale Rate Adjustment Settlement Agreement		Contact Person for this Item: Michael J Adams, Public Works Director	

RECOMMENDATION: Authorize approval of the attached Water Rate Settlement Agreement between the City of Toledo and the Seal Rock Water District (SRWD) establishing the wholesale water rate for 2019 at \$3.89 per 1000 gallons beginning May 1, 2019.

FISCAL IMPACT: The proposed wholesale rate of \$3.89 per 1000 gallons of water purchased; this represents an Increase from the current rate of \$3.24 established December 5, 2018.

Water Operating Fund: 012-120 & 125

COUNCIL GOAL: Maintain and improve public infrastructure and facilities

BACKGROUND:

In 2012 the City of Toledo entered into an agreement with the Seal Rock Water District to provide treatment and delivery of municipal water from the city to Seal Rock at a wholesale rate. The agreement requires the City to "evaluate the costs of delivering water to Purchaser on an annual basis, based on its audited statements, and adjust rates on January 1st of each year to assure that revenues from the Purchaser cover... costs." The rate is to be adjusted annually based upon a formula using the City's actual expenses for treatment and delivery, and in comparison to actual water used by SRWD in relation to all other water usage for the same time period. The wholesale water rate proposed and implemented for 2019 was adopted by Resolution No 1411 and became effective January 1, 2019 at a rate of \$3.24 per 1,000 gallons used.

Consequently, upon staff review of water usage reports of the last four fiscal years, it was found that some of the monthly and annual system wide consumption data previously used to calculate the ratio of actual water use by SRWD and all other users was incorrect. As such, the percentage of historical use by SRWD that was used for the 2019 rate calculation methodology was understated, resulting in the recommended user rate of \$3.24 per 1,000 gallons to be lower than it should have been.

When the City recognized that the wholesale water rate previously adopted for 2019 would not be enough to provide the necessary revenue from SRWD to cover the costs as defined within the Water Purchase Agreement of 2012, notice was provided to SRWD via email on January 29, 2019 of this issue and that City staff would be making recommendation for Council to consider the need for another adjustment to ensure the revenue would be collected to cover the costs associated providing the water to SRWD.

As a result of this notification, representatives of the SRWD and the City met on February 5 & February 19, 2019 to discuss possible settlement terms that both policy boards could accept and that best met the terms of the 2012 agreement as it relates to this issue. Accordingly, tentative agreement was made on the proposed agreement language presented by SRWD at this meeting, and in the spirit of mutual cooperation, each party advocating to their respective policy boards adoption of the attached settlement agreement.

On February 27, 2019 City Council reviewed this information at its regularly scheduled work session and recommended moving it forward to formal consideration and adoption at the March 6, 2019 City Council meeting.

NEXT STEPS:

Upon approval of this settlement agreement, the signed/dated document will be presented to SRWD for consideration at their March 14, 2019 board meeting. Once signed/dated by SRWD, the wholesale water rate of \$3.89 per 1000 gallons will become effective May 1, 2019 and remain until January 1, 2020.

ATTACHMENT(S): Water Settlement Agreement

PREPARED BY:

Michael J. Adams

Michael J. Adams, Public Works Director

SUBMITTED BY:

Craig Martin

Craig Martin, City Manager

WATER RATE SETTLEMENT AGREEMENT

The settlement agreement is entered into by and between SEAL ROCK WATER DISTRICT ("Purchaser"), and the CITY OF TOLEDO ("City"), collectively (the "Parties"). The Parties are identified as "Purchaser" and "City" in a WATER PURCHASE AGREEMENT, dated December 19, 2012.

This WATER RATE SETTLEMENT AGREEMENT settles the wholesale water rate to be paid by Purchaser for calendar year 2019.

During the time period from January 1, 2019 to March 31, 2019, the City set the water rate for purchaser at \$3.24. The City has since reevaluated the calculation of that rate and asserts that the rate as calculated under the contract should be \$3.89 per 1000 gallons. The City has not provided an audit which provides the Purchaser verified information on which to rely for this recalculation of the rate. The parties desire to settle the rate for the remaining portion of 2019 rather than expend funds in assessing the calculation factors and potentially utilizing the dispute resolution procedures of the contract.

In settlement, the parties agree that the rate for the period from January 1, 2019 through April 30, 2019 shall be \$3.24 per 1000 gallons. The rate for the period from May 1, 2019 to December 31, 2019 shall be \$3.89 per 1000 gallons. The City agrees that this settlement is without waiver of the right of Purchaser to insist on strict compliance with the terms of the Water Purchase Agreement with respect to future water rate adjustments.

This agreement is effective only upon being duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this WATER RATE SETTLEMENT AGREEMENT to be effective on May 1, 2019.

CITY OF TOLEDO

SEAL ROCK WATER DISTRICT

By _____
Mayor, Rod Cross

By _____
John Garcia, Board President

Date

Date

Attest:

Attest:

City Recorder

Saundra Mies-Grantham, Board Secretary

Approved as to form:

City Legal Counsel

Date

District Legal Counsel

Date



CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: March 6, 2019			
Ordinance ☐	Resolution ☐	Motion ☒	Information ☐
Date Prepared: March 6, 2019		Dept.: Administration	
SUBJECT: Oregon State University Cooperative Extension Community Garden Lease Agreement		Contact Person for this Item: Craig Martin, City Manager	

RECOMMENDATION: Council consider a motion to approve a property lease agreement with Oregon State University Cooperative Extension for the use of City property for a Community Garden Project for a term to expire December 31, 2020.

FISCAL IMPACT: The lease includes provision for water to be used for irrigation purposes at the site. Based upon past use, the annual water consumption amounts to approximately \$43.00/month or \$516.00 annually.

COUNCIL GOAL: Community Collaboration – Collaborate with existing and potential partners and promote civic Participation.

BACKGROUND: The City and Oregon State University previously had a lease agreement for the use of the property located at 737 NE "A" Street, adjacent to the City Skate Park as described in Exhibit "A" of the lease document. The previous lease agreement was originally entered into in 2009 and included the provision of water service at no charge for the community garden use, with an expiration date of August 2016. Prior to 2017 there was no record of the amount water services being provided and the City has since rectified that situation to monitor the amount of water consumption related to the Community Garden. At the February 27, 2019 City Council Work Session, Council discussed the history of the project and previous use of the site and requested representatives of the OSU/Community Garden Project provide an update as to the number of persons involved and the amount of public benefit derived from the use of the property for the Community Garden Project.

ALTERNATIVES: Not approve the lease agreement or alter the terms including timeframe of the lease.

PREPARED AND SUBMITTED BY:

Craig Martin
Craig Martin, City Manager

COMMUNITY GARDEN AGREEMENT

THIS Community Garden Agreement ("Agreement") is entered into by and between Oregon State University ("University"), and the City of Toledo ("Owner"). Contact persons for the parties, changeable with notice to the other party, are as follows:

Parties: OWNER: City of Toledo
Craig Martin, City Manager
City of Toledo, Oregon
PO Box 220
206 Main Street
Toledo, OR. 97391
Telephone: 541-635-2003
Email: manager@cityoftoledo.org

UNIVERSITY: Oregon State University
Lincoln County Extension Service
Todd Williver
1211 SE Bay Blvd
Newport, Oregon 97365
Todd.williver@oregonstate.edu

With a copy to:

OSU Leasing and Strategic Real Property Management
Attn: Director
3015 SW Western Blvd
Corvallis OR 97333
nicole.neuschwander@oregonstate.edu

WITNESSETH,

WHEREAS, the parties hereto did enter into an Intergovernmental Agreement dated February 25, 2009 which required the Owner to allow University the use of the Owner's vacant land adjacent to the Toledo Skate Park for the development of a garden space for an after school youth garden project (the "Project"); and

WHEREAS, the parties continued the Project initiated in the 2009 agreement, under a new Intergovernmental Agreement dated November 12, 2012, which allowed the construction of an approximately 400 square foot greenhouse structure, owned by University ("Greenhouse"), on the property; and

WHEREAS, University continues to have a need of the following property to conduct the Project; and

WHEREAS, Owner has property available and is willing to let University use it;

WHEREAS, this Agreement shall supersede and replace all prior agreements between the parties for the Premises.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree to the following conditions:

1. Owner leases to University, the following property located at 737 NE A Street, Toledo, OR. 97391 which includes approximately 1,500 square feet of land as shown in attached Exhibit A, together with the Greenhouse constitutes the premises ("Premises").
2. University may access, use and modify the Premises for lawful purposes including but not limited to functions related to the conduct of its business
3. University is appreciative of Owner's willingness to allow University to use the Premises and shall exercise care to not damage same. University shall pay no rent under this Agreement.
4. The period of performance under this Agreement shall commence as of the date of the last signature below, and terminate on December 31, 2020.
5. Owner's Responsibilities:
 - a. Provide and pay for water to the Premises
 - b. Provide and pay for locate services for utilities upon request from University
6. University's Responsibilities:
 - a. Act as lead agency for implementing the Project;
 - b. Provide personnel to implement and operate the Project;
 - c. Prepare all Project materials and supplies;
 - d. Promote the Project to youth in the city;
 - e. Identify adequate funding for sustainability of Project;
 - f. Return the Premises to a condition acceptable to Owner, in the event University discontinues the Project;

The terms on the attached Exhibit B are made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER

UNIVERSITY
OREGON STATE UNIVERSITY

Signature

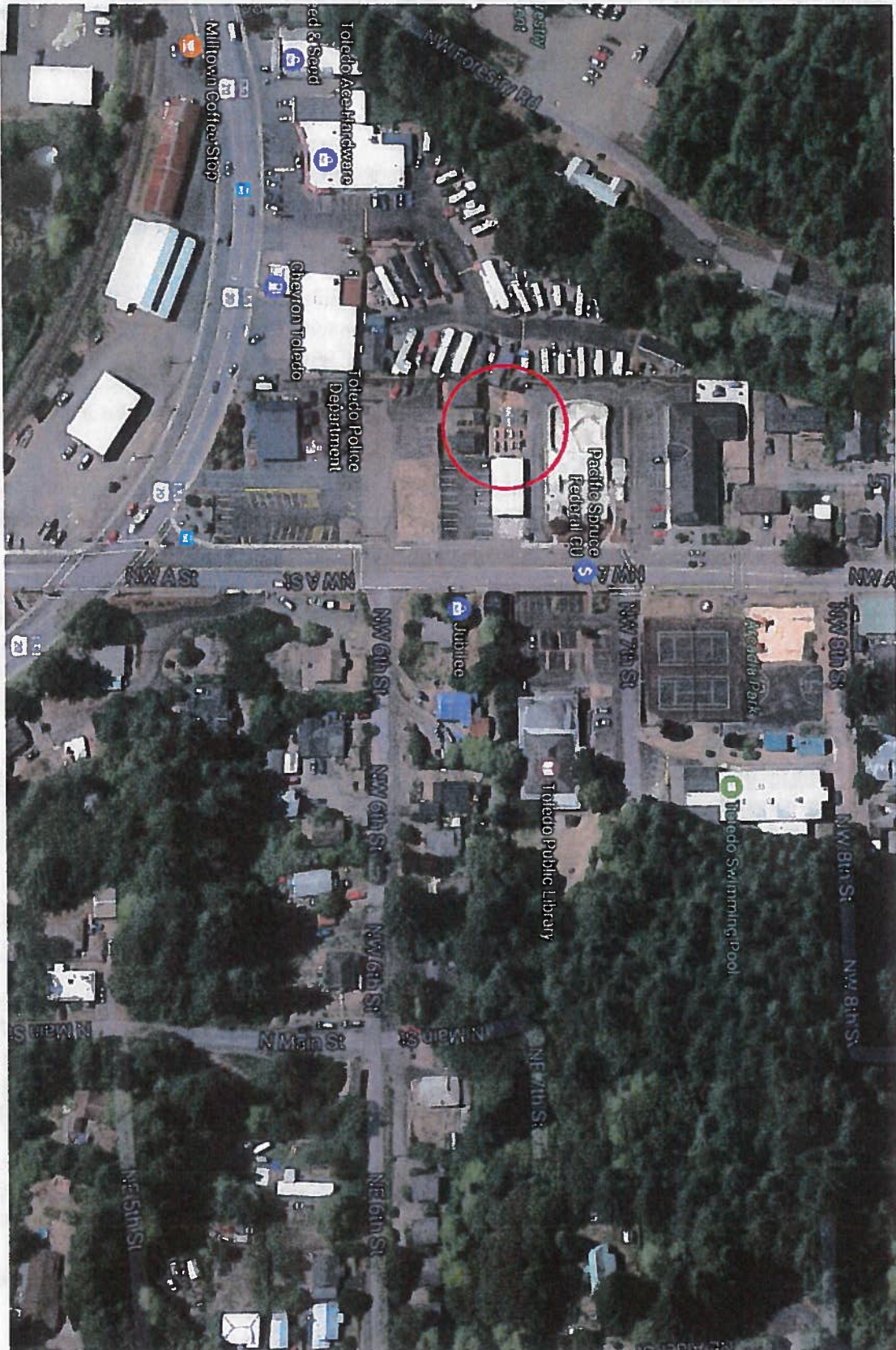
Date

Nicole Neuschwander
Director

Date

Leasing and Strategic Real Property Management

Name/Title



Toledo Garden located north of the Toledo Police Station and south of the skate park

Exhibit B

TERMS AND CONDITIONS

INSURANCE – University is self-insured under ORS 352.087 with adequate levels of excess general

liability and commercial auto liability insurance and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017, subject to the limits and conditions of the Oregon Tort Claims Act (ORS 30.260 – 30.300). A certificate of insurance will be provided upon request. University does not waive the right of subrogation.

Owner shall secure at its own expense and keep in effect during the term of this Agreement, general liability insurance, including contractual liability and completed operations, with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. This insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon, with an AM Best rating of no less than A-VII. A Certificate of Insurance will be provided to University.

INDEMNIFICATION - Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 – 30.300 and the Oregon Constitution Article XI, Section 7, University shall indemnify and defend Owner from any claim, liability, damage or loss arising out of or relating to University's use of the Premises. Owner shall indemnify and defend University, including its officers, board members, employees and agents, for any claim, liability, damage or loss caused to University or others as a result of the acts of Owner or its employees.

MAINTENANCE AND REPAIRS – University shall maintain the Premises, keeping the Premises in aesthetically pleasing and litter free condition. University shall remove the Greenhouse upon expiration or sooner termination of this Agreement.

IMPROVEMENTS, ALTERATIONS - University may place fixtures, partitions, personal property, and the like on the Premises and may make nonstructural improvements and alterations to the Premises at its own expense. University will retain ownership of all fixtures, partitions, personal property and the like placed in the Premises by University. University may, but shall not be required to, remove such items at the end of the Agreement term. All improvements, changes, and/or additions to the Premises must first be approved by Owner.

FORCE MAJEURE – Neither party shall be liable for any delay or failure to perform its obligations hereunder where such delay or failure is caused by fire, floods, pestilence, disease, strikes, labor disputes, war, civil commotion, government authority or regulations (whether valid or not) or any other cause beyond reasonable control of the parties.

ASSIGNMENT AND SUBLETTING - University may assign this Agreement or sublet any portion of the Premises to other parties with Owner's written consent, which consent shall not be unreasonably withheld.

OWNER'S COVENANTS - Owner covenants that it has the right to make this Agreement; that possession of the Premises will be delivered to University free and clear of other tenants and of conflicting claims; that use of the Premises by University for the specific uses set forth above is not in violation of any federal, state or local statute, regulation or ordinance; and that performing the covenants of the Agreement, University may enjoy the rights granted by the Agreement free from rightful interference by any third party.

PROPERTY TAXES - Owner certifies that Owner is not currently delinquent on any applicable property taxes levied on the Premises and that Owner will during the term of this Agreement pay all such taxes before the taxes become delinquent by law, or by May 15th of each year, whichever comes sooner.

USE OF ORGANIZATIONS' NAMES - Neither party will use the other party's name without prior written permission.

RELATIONSHIPS - University and Owner agree they are independent entities and neither party may make commitments or enter into agreements on the other's behalf. Owner is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

HOLDOVER –

- A. If University does not vacate the Premises at the time required, Owner shall have the option to treat University as a holdover tenant leasing from month to month, subject to all of the other provisions of this Agreement, or to eject University from the Premises and recover damages caused by wrongful holdover.
- B. If a month-to month tenancy results from a holdover by University under this Paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from either party given not less than sixty (60) days prior to the termination date which shall be specified in the notice.

GOVERNING LAW – This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall be filed in the Circuit Court for Lincoln County, Oregon.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. OWNER AND UNIVERSITY, BY THEIR SIGNATURES BELOW OF THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: March 6, 2019			
Ordinance ☐	Resolution ☐	Motion ☒	Information ☐
Date Prepared: March 1, 2019		Dept.: Administration	
SUBJECT: Policy Changes – City Enhancement and In Kind Services Policy		Contact Person for this Item: Craig Martin, City Manager	

RECOMMENDATION: Council consider a motion to adopt a revised “City Enhancement and In Kind Services Policy” to include 15% of the annual state shared marijuana tax revenue as additional funding for the program.

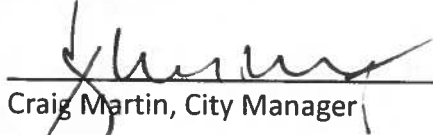
FISCAL IMPACT: Current estimates of this relatively new revenue stream are estimated to be approximately \$10,000 annually. Based upon that estimate the policy change would provide approximately \$1,500 in additional funds annually to distribute per the eligibility requirements of the policy. The remaining 85% of this revenue source or approximately \$8,500 would be available for allocation to other uses.

COUNCIL GOAL: Community Collaboration: Collaborate with existing and potential partners and promote Civic Participation.
 Quality of Life: Maintain and enhance characteristics that assure Toledo is a good place to be.

BACKGROUND: The City developed the City Enhancement and In Kind Services Policy to provide limited funds and or in kind services to social service and civic organizations that provide direct services to Toledo Citizens or enhance the quality of life in the community. Since its creation and with the legalization of sales of recreational Marijuana in the State of Oregon, the City has begun receiving additional State Shared Revenues for Recreational Marijuana sales. Inclusion of this revenue source at the same 15% allocation as the Sate Shared Liquor and Cigarette Tax Revenue will provide additional financial resources to distribute to qualifying groups or projects per the City policy and program.

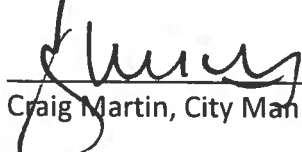
ALTERNATIVES: Not approve the proposed additional revenue source for the City Enhance and In Kind Services Policy.

PREPARED BY:



Craig Martin, City Manager

SUBMITTED BY:



Craig Martin, City Manager



City of Toledo

City Council City Enhancement and In-Kind Services Policy

Purpose: The city of Toledo intends to make limited funds available or provide in-kind services to social service and civic organizations that provide direct services to Toledo citizens or enhance the quality of life in the community. Funding will be made available on a competitive basis.

A. Policies and Procedures – Contributions

1. **Amount of Funding:** Funding designated for contributions shall be limited to a maximum of 15% of the state shared liquor tax, and cigarette tax, and marijuana tax annually for the fiscal year. Funding shall be allocated only if sufficient revenues are available to fund city services at a level acceptable to the City Council.
2. **Application Procedure:** Organizations requesting contributions shall make applications annually for the funding no later than February 28 on the form(s) provided by the City.
3. **Contribution Review Committee (CRC):** A five member Contribution Review Committee shall be established. The committee shall consist of the one member of the City Council, one member of the City Staff as designated by the City Manager, one citizen Budget Committee member and two citizens at large appointed by the Mayor with the consent of the City Council. Any member of the CRC who is an officer or a member of an organization requesting funds shall not vote on or participate in the deliberations relating to a contribution request from that organization.
4. **Contribution Review Committee (CRC) Responsibilities:** The CRC shall review all requests for contributions and prepare a recommendation for funding to the City Council. The total amount recommended for funding shall not exceed 15% of the anticipated State liquor and cigarette tax receipts for the current fiscal year. The CRC shall forward its recommendation to the City Budget Officer for inclusion into the annual City Budget. The Budget Officer shall review the CRC's recommendation with the City Council prior to the preparation of the final proposed budget document. In making its recommendation the CRC shall consider the following criteria:
 - a) Record of service to the citizens of Toledo.
 - b) Financial and management capability of the requesting organization to provide services.
 - c) Positive impact the contribution may have on supplementing an activity or direct service provided by the City to Toledo citizens.
 - d) Number of citizens receiving direct services from the organization requesting funds.
5. **Final Decision:** Decision on all requests for contributions shall be made by the City Council.

B. In Kind Services:

1. The City of Toledo may provide limited in-kind services for projects or activities sponsored by Civic or non-profit organizations. In-kind services may be provided only if a finding can be made that the project or activity will provide services to or benefit the entire community. The City Manager shall have authority to approved requests for in-kind services of eight hours or less. Approval shall be granted only if the in-kind services will not substantially interfere with the provision of regular City services to the Citizens of Toledo.
2. Requests for in-kind services in excess of an eight hour period shall be made to the City Manager. The City Manager shall forward the request with a recommendation to the City Council at a regularly scheduled meeting. The decision of the City council shall be final.

C. Application:

This policy supersedes and replaces the previous policy adopted May 5, 1999

D. Effective Date:

Adopted by the City of Toledo City Council, November 17, 2017