



City Hall – Council Chambers
206 N. Main Street
Toledo, Oregon 97391

Work Session – also via Zoom Meeting Platform

*Will begin at 6:30 p.m. or immediately following the Urban Renewal Agency meeting,
whichever is earlier
August 24, 2022*

Virtual Meeting: The City Council will hold the meeting for the City Council and staff in person as well as through the Zoom video meeting platform. The public is encouraged to attend the meeting electronically. Visit the meetings page on the city website for details including meeting login information.

Public Comments: The City Council may take limited verbal comments during the meeting. Written comments may be submitted by email to lisa.figueroa@cityoftoledo.org 3:00 p.m. the day of the meeting to be included in the record. Comments received will be shared with the City Council and included in the record.

- 1. Call to Order, Pledge of Allegiance and roll call**
- 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 three (3) minutes).
- 3. Consent Agenda**
Minutes from the Budget Committee meeting held May 3, 2022 and the City Council regular meeting held August 3, 2022
- 4. Discussion Items**
 - Review 2022-2023 City Council objectives and action plan; Mayor Rod Cross
- 5. Decision Items**
 - Authorize Expenditure of approx. \$42,000 to install liners in sewer mainlines
 - Consideration of a Personal Services Contract for Dudek to provide Consulting Services
- 6. Reports and Comments**
 - Committee updates
- 7. Adjournment**

Comments submitted in advance are preferable. Comments may be submitted by e-mail at lisa.figueroa@cityoftoledo.org. The meeting is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting by calling city offices at (541) 336-2247.

Page 1

TOLEDO BUDGET COMMITTEE
REGULAR MEETING
May 3, 2022

1. CALL TO ORDER

Chairperson Kamikawa called the meeting to order at 6:05 p.m. electronically via Zoom in Toledo, Oregon.

Present	Absent	
X		Anne Learned-Ellis
X		Barry Bruster
X		Betty Kamikawa
X		David Robinson
X		Jackie Kauffman
X		Kim Bush
X		Michele Johnson
X		Nancy Bryant
X		Ricky Dyson
X		Rob Duprau
X		Rod Cross
X		Todd Michels
	X	Tracy Mix
X		Wade Carey

Staff present: City Manager (CM) Judy Richter, City Recorder Lisa Figueroa, Accounting Supervisor Cindy Oleman, Public Works Director (PWD) Bill Zuspan, Police Chief (PC) Michael Pace, Library Director (LD) Deborah Trusty and Fire Chief (FC) Larry Robeson

2. APPROVAL OF MINUTES

Member Cross noted Barry Bruster was present on April 26, he arrived during the Urban Renewal Agency Budget Committee earlier that evening.

Motion – Member Dyson moved to approve the minutes from the training held April 19, 2022 and the regular meeting held April 26, 2022 as amended. Member Mix seconded the motion and it carried as follows:

	AYE	NAY	ABSTAIN	ABSENT
Anne Learned-Ellis	X			
Barry Bruster	X			
Betty Kamikawa	X			
David Robinson	X			
Jackie Kauffman	X			
Kim Bush	X			
Michele Johnson	X			
Nancy Bryant			X	
Ricky Dyson	X			
Rob Duprau	X			
Rod Cross	X			
Todd Michels	X			
Tracy Mix				X
Wade Carey	X			

1 **3. REVIEW/DISCUSSION**

2 The Committee reviewed the budget and began with the General Fund on page 14.

3
4 *Member Mix arrived at 6:14 p.m.*

5
6 **Motion** – Member Bryant moved to move the \$30,000 purchase of the cameras from line item 001-100-
7 620500, ‘Equipment’ to the General Reserve Fund.

8
9 There was discussion in regards to which fund the purchase of cameras should be appropriated. After further
10 deliberation Member Bryant moved to move the \$30,000 purchase of the cameras from line item 001-100-
11 620500 to the General Reserve Fund; line item 036-360-629000.

12
13 Member Bruster seconded the motion and it carried as follows:

	AYE	NAY	ABSTAIN	ABSENT
Anne Learned-Ellis	X			
Barry Bruster	X			
Betty Kamikawa	X			
David Robinson	X			
Jackie Kauffman	X			
Kim Bush	X			
Michele Johnson		X		
Nancy Bryant	X			
Ricky Dyson	X			
Rob Duprau	X			
Rod Cross	X			
Todd Michels	X			
Tracy Mix		X		
Wade Carey	X			

15
16 **Motion** – Member Carey moved to transfer \$30,000 from the General Fund to the General Fund Reserve.

17
18 Member Michels seconded the motion. There was deliberation on which specific accounts the money would
19 be transferred to and from.

20
21 Member Carey withdrew his motion.

22
23 **Motion** – Member Carey moved to transfer \$30,000 from the General Fund; line item 001-100-631600 to
24 the General Fund Reserve; line item 036-000-401000.

25
26 CM Richter clarified how the money is transferred.

27
28 Member Michels seconded the motion and it carried as follows:

	AYE	NAY	ABSTAIN	ABSENT
Anne Learned-Ellis	X			
Barry Bruster	X			
Betty Kamikawa	X			
David Robinson	X			
Jackie Kauffman	X			

Kim Bush	X			
Michele Johnson		X		
Nancy Bryant	X			
Ricky Dyson	X			
Rob Duprau	X			
Rod Cross	X			
Todd Michels	X			
Tracy Mix	X			
Wade Carey	X			

The Committee proceeded through the budget.

Motion – Member Cross moved to increase line item 001-400-601500 by \$2,000 and decrease line item 001-400-631600 by \$2,000. Member Mix seconded the motion and it carried as follows:

	AYE	NAY	ABSTAIN	ABSENT
Anne Learned-Ellis	X			
Barry Bruster	X			
Betty Kamikawa	X			
David Robinson	X			
Jackie Kauffman	X			
Kim Bush	X			
Michele Johnson	X			
Nancy Bryant	X			
Ricky Dyson	X			
Rob Duprau	X			
Rod Cross	X			
Todd Michels	X			
Tracy Mix	X			
Wade Carey	X			

PC Pace provided information on the Police Department budget. He presented information in regards to page 23A that was distributed at the beginning of the meeting. He said someone backed into two of the cars in the fleet and they would need to be replaced. After no further questions, the Committee continued through the budget to the Fire Department account.

Motion – Member Cross moved to increase line item, 001-500-601500 by \$2,000 and increase line item 001-500-608150 by \$3,000 and decrease line item 001-500-631600. Member Michels seconded the motion and it carried as follows:

	AYE	NAY	ABSTAIN	ABSENT
Anne Learned-Ellis	X			
Barry Bruster	X			
Betty Kamikawa	X			
David Robinson	X			
Jackie Kauffman	X			
Kim Bush	X			
Michele Johnson	X			
Nancy Bryant	X			

Ricky Dyson	X			
Rob Duprau	X			
Rod Cross	X			
Todd Michels	X			
Tracy Mix	X			
Wade Carey	X			

There was discussion about the volunteer program and the current positions staffed in the Fire Department and then the Committee moved on to Property Maintenance.

Motion – Member Cross moved to increase line 001-650-601500 by \$1,000 and decrease line item 001-650-631600 by \$1,000. Member Michels seconded the motion and it carried as follows:

	AYE	NAY	ABSTAIN	ABSENT
Anne Learned-Ellis	X			
Barry Bruster	X			
Betty Kamikawa	X			
David Robinson	X			
Jackie Kauffman	X			
Kim Bush	X			
Michele Johnson	X			
Nancy Bryant	X			
Ricky Dyson	X			
Rob Duprau	X			
Rod Cross	X			
Todd Michels	X			
Tracy Mix	X			
Wade Carey	X			

The Committee recessed at 7:22 p.m. and reconvened at 7:32 p.m.

Chair Kamikawa directed the Committee to page 31. Staff answered clarification questions in the Library and Municipal Court funds. The Committee continued to page 41.

Motion – Member Cross moved to increase line item 001-900-603900 by \$5,000 and decrease line item 001-900-631970 by \$5,000. Member Michels seconded the motion.

There was an inquiry about the motion and Member Cross responded The Economic Development Alliance of Lincoln County is at a place now where they can offer support to the City and he proposed the City increase its funding to receive those services.

Following discussion, the motion carried as follows:

	AYE	NAY	ABSTAIN	ABSENT
Anne Learned-Ellis	X			
Barry Bruster	X			
Betty Kamikawa	X			
David Robinson	X			
Jackie Kauffman	X			
Kim Bush	X			

Michele Johnson	X			
Nancy Bryant	X			
Ricky Dyson	X			
Rob Duprau	X			
Rod Cross	X			
Todd Michels	X			
Tracy Mix	X			
Wade Carey	X			

Member Cross referenced page 78.

Motion – Member Cross moved to decrease line item 020-000-401000 by \$5,000 and decrease line item 020-000-606050 by \$5,000. Member Michels seconded the motion and it carried as follows:

	AYE	NAY	ABSTAIN	ABSENT
Anne Learned-Ellis	X			
Barry Bruster	X			
Betty Kamikawa	X			
David Robinson	X			
Jackie Kauffman	X			
Kim Bush	X			
Michele Johnson	X			
Nancy Bryant	X			
Ricky Dyson	X			
Rob Duprau	X			
Rod Cross	X			
Todd Michels	X			
Tracy Mix				
Wade Carey				

There were discussions about an abatement that must occur and the costs associated with it as well as the City's support for a Samaritan Care center.

Councilor Kauffman left the meeting at 8:04 p.m. and returned at 8:06 p.m.

Chair Kamikawa continued through the budget.

PWD Zuspan reviewed the budget and listed several projects planned for the next fiscal year and explained the need for a mower in the next fiscal year.

The Committee recessed at 8:20 p.m. and reconvened at 8:27 p.m.

Chair Kamikawa directed the Committee to the Water Treatment Plant, page 52 and advanced through the budget to page 57.

Motion – Member Cross moved to increase line item 012-125-601500 by \$4,000 and decrease line item 012-125-631800 by \$4,000.

Member Michels seconded the motion and it carried as follows:

	AYE	NAY	ABSTAIN	ABSENT
Anne Learned-Ellis	X			
Barry Bruster	X			
Betty Kamikawa	X			
David Robinson	X			
Jackie Kauffman	X			
Kim Bush	X			
Michele Johnson	X			
Nancy Bryant	X			
Ricky Dyson	X			
Rob Duprau	X			
Rod Cross	X			
Todd Michels	X			
Tracy Mix	X			
Wade Carey	X			

The Committee continued through the budget and staff answered questions in regards to carry over items from the current fiscal year.

4. PUBLIC COMMENT ON THE PROPOSED FISCAL YEAR 2019-2020 BUDGET

Chair Kamikawa opened the floor for public comments on the proposed budget and there were no comments.

Following the amendments, CM Richter provided a new total for the proposed budget.

Motion – Member Cross to approve the budget as amended by the Budget Committee for fiscal year 2022-2023 in the amount of \$28,571,653.00, and to approve a tax rate of \$5.18 per \$1,000 of assessed value, also \$178,400 in bonded debt and accept the state revenue sharing. Member Mix seconded the motion and the motion carried as follows:

	AYE	NAY	ABSTAIN	ABSENT
Anne Learned-Ellis	X			
Barry Bruster	X			
Betty Kamikawa	X			
David Robinson	X			
Jackie Kauffman	X			
Kim Bush	X			
Michele Johnson	X			
Nancy Bryant		X		
Ricky Dyson	X			
Rob Duprau	X			
Rod Cross	X			
Todd Michels	X			
Tracy Mix	X			
Wade Carey	X			

Chair Kamikawa thanked the Committee and staff for their efforts.

1 **5. ADJOURNMENT**

2 The meeting adjourned at 9:05 p.m.

3
4 Respectfully Submitted,

5
6
7
8 _____
9 City Recorder Lisa Figueroa

**TOLEDO CITY COUNCIL
REGULAR MEETING**

August 3, 2022

6:00 p.m.

1. CALL TO ORDER

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

Present	Absent	
X		Mayor Rod Cross
X		Council President Betty Kamikawa
X		Councilor Jackie Kauffman
X		Councilor Rob Duprau
X		Councilor Wade Carey
X		Councilor Tracy Mix
		Vacant

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

2. VISITORS/PUBLIC COMMENT

There were no comments.

3. CONSENT AGENDA

Minutes from the executive session and regular meeting held July 6, 2022

It was noted the City Manager, the City Attorney and the City Recorder were present during the executive session.

It was moved and seconded (Kamikawa/Mix) to approve the consent agenda as amended and the motion carried unanimously.

4. DISCUSSION

Consider recruitment timeline for City Council vacancy

CR Figueroa summarized the council report and presented a proposed timeline to fill the vacancy. After some deliberation, there was a consensus of the Council to make the deadline September 1 to include applications in the council packet and bring them all to the September 7 meeting.

Consideration to cancel City Council meeting October 5, 2022 for League of Oregon Cities Conference

CR Figueroa presented the council report and noted on October 5, several staff and council members will be at the League of Oregon Cities conference or out of town and requested to cancel the meeting.

Motion – It was moved and seconded (Carey/Kauffman) to cancel the City Council regular meeting for October 5, 2022 and the motion carried unanimously.

1 The Council asked to consider the work sessions in November and December at a future meeting.

2
3 **5. DECISION ITEMS**

4 **Approve Assistant City Manager/Human Resource Specialist position and add it to the Non-**
5 **Represented Salary Schedule**

6 CM Richter presented the council report and said the position has been in the budget the last two
7 fiscal years but due to several circumstantial uncertainties did not fill the position. She reviewed
8 the salary schedule, she noted the Police/Fire Chief and the Public Works Directors all have 24-
9 hour departments and asked for input in regards to the position salary.

10
11 The Council deliberated and following discussion, they recommended the position be listed under
12 level 42. CM Richter concurred with the recommendation.

13
14 **Motion** – It was moved and seconded (Carey/Mix) to approve the Assistant City Manager/Human
15 Resource Specialist position and add it to the Non-represented Salary Schedule at level 42 and the
16 motion carried unanimously.

17
18 **Resolution No. 1506, A Resolution of the Toledo City Council approving the renewal of a**
19 **Personal Services Contract to provide Municipal Court Judge Services and repealing**
20 **Resolution No. 1472**

21 CA Adams presented the council report and said the City entered into an agreement with the City
22 of Siletz for the Municipal Court Judge to hold court. He said the contract would include the terms
23 of the services provided to the City of Siletz and he reviewed the changes to the contract.

24
25 **Motion** – It was moved and seconded (Mix/Kamikawa) to approve Resolution No. 1506, A
26 Resolution of the Toledo City Council approving the renewal of a Personal Services Contract to
27 provide Municipal Court Judge Services and repealing Resolution No. 1472 and the motion carried
28 unanimously.

29
30 **Authorize Expenditure of approximately \$56,000 to install liners in sewer mainlines**

31 PWD Zuspan presented the council report and said after the report was made, he received another
32 bid that was \$1,500 less from Spartan (Spartan) Environmental Services. He said he sent out the
33 notice of award and Spartan was in the City taking measurements.

34
35 **Motion** – It was moved and seconded (Mix/Kauffman) to authorize an expenditure of \$56,000 for
36 infrastructure improvements with the award going to the lowest bidder and the motion carried
37 unanimously.

38
39 **Authorize Expenditure of approx. \$ 103,000 for a Helisieve unit at the Wastewater**
40 **Treatment Plant**

41 PWD Zuspan said the current unit was damaged after some debris made its way through the rake
42 arms. He said they were able to move over to the other tank temporarily, but they need to get this
43 tank up and running again. CM Richter noted because of the emergency, staff already ordered the
44 unit.

1 **Motion** – It was moved and seconded (Carey/Mix) to authorize an expenditure of \$103,000 for a
2 Helisieve unit at the Wastewater Treatment Plant and the motion carried unanimously.
3

4 **6. REPORTS AND COMMENTS**

5 CP Kamikawa noted if anyone receives calls from the ‘Junk Haulers’ to notify Dahl Disposable
6 Services because it is not allowed through the franchise and Dahl would not be able to accept a
7 load from those businesses and then often times the loads would be dumped in the forest. She said
8 it is also more affordable to use Dahl’s services. It was suggested to include that information in
9 the next newsletter and CP Kamikawa indicated she would see if Paul Seitz would have something
10 for the newsletter. She said there was also discussion about implementing fees for recreational
11 vehicles (RV). She said Lincoln County received \$100,000 from the Georgia-Pacific landfill
12 cleanup for RV cleanup.
13

14 Mayor Cross said the Cascades West Council of Governments (COG) had a meeting last week to
15 develop a strategic plan. He said they worked on a focus for COG’s services.
16

17 PWD Zuspan reported on department activities and presented a picture of the mower the
18 department bought. He said staff will get caught up on landscape work and other maintenance
19 projects.
20

21 LD Trusty listed upcoming activities and said they started the oral history project and will welcome
22 anyone willing to share their stories. She said the audio files are available on Spotify.
23

24 PC Pace reported on National Night Out and said they served nearly 350 meals. He thanked
25 everyone who participated in the event. He said there is a pedestrian safety event in the next month
26 and need volunteers. He said the next event is Lights of Hope on September 10. He said the
27 department is in the process of linking to VICAP database and submit old unsolved serial murder
28 cases for analysis.
29

30 CA Adams updated the Council on an easement for Sturdevant Road he prepared. He said he was
31 assisting the Police Department with a couple of records requests.
32

33 CM Richter said she will bring an audit contract before the Council and an Intergovernmental
34 Agreement with the City of Siletz was finalized this week for code enforcement services.
35

36 Mayor Cross thanked the Library and Fire Department staff for their assistance with the drive-in
37 movie over the weekend. He announced the Art, Oysters and Brews event this weekend. He said
38 he will be at the Oregon Mayors Association summer conference this month.
39
40
41
42
43
44
45
46

1 **7. ADJOURNMENT**

2 The meeting adjourned at 7:58 p.m.

3
4 Approve:

Attest:

5
6
7 _____
8 Mayor Rod Cross

City Recorder Lisa Figueroa

DRAFT



City of Toledo City Council Goals and Action Plan Fiscal Years 2021-2022 and 2022-2023

The mission of the Toledo City Government is to provide efficient and necessary public service that protect and enhance the quality of life in Toledo, now and in the future, as determined by our citizens, the law and available economic resources.

The following Goals and Objectives are adopted by the Toledo City Council to guide the Council's work through the 2021-2022 and 2022-2023 fiscal years, and to give direction to staff on the prioritized projects they will undertake in these two fiscal years. This document is the Action Plan laying out tasks, responsibilities, and projected milestone dates as well.

In pursuing all these Goals, the City Council and Staff will consider and pursue sustainable products, services, and programs, reflecting the three legs of sustainability: environmental, economic, and social.

GOAL: Complete a strategic plan to help guide city investment of financial and staff resources				
OBJECTIVES	TASKS	RESPONSIBILITY	MILESTONES	STATUS
Create a City Council Values Statement	• City Council input on values statement	• City Council		Completed
	• Prepare draft	• Staff		Completed
	• City Council review, revise, and finalize	• City Council	• June 2021	Completed
Design the parameters of a strategic plan focusing on the decisions needed to implement the City Council Goals	• Engage professional help in designing the plan parameters	• Staff	• March 2022	
	• Review and approve the plan parameters	• City Council	• April 2022	
Develop the strategic plan	• Engage professional help in drafting the plan	• Staff	• September 2022	
	• Develop the plan	• City Council and Staff	• October 2022	
	• Adopt the plan	• City Council	• November 2022	

GOAL: Keep the community informed about City Council and city activities through outreach by diverse methods

OBJECTIVES	TASKS	RESPONSIBILITY	MILESTONES	STATUS
Identify and develop communication styles to target audience and increase engagement	• Increase information available on City Website	• Staff	• Ongoing	Continually add information to the website, increased activity on News Page and access to fillable forms via website, as well as listserv notifications
	• Continue social media activity	• Staff	• Ongoing	More graphics have been created and added to the website & social media. Increased usage of social media via Facebook
	• City Newsletter	• Staff	• Ongoing	Newsletter is distributed monthly through utility bills and is available on the website.
	• Encourage community members to participate in Lincoln Alerts	• Staff and City Council	• Ongoing	Information is available on the website.
	• Explore Intercity broadcasting	• Staff	• January 2022	In progress, researching options and equipment to accomplish this task.

GOAL: Encourage economic development by supporting business investment and working to secure grants for projects such as commercial rehabilitation

OBJECTIVES	TASKS	RESPONSIBILITY	MILESTONES	STATUS
Complete urban renewal feasibility study	Finalize study with consultant	Staff	May 2021	Completed
	Review feasibility study	City Council	June 2021	Presented and accepted by the Council (Completed)
Establish an Urban Renewal District	Prepare Report and Plan	Consultant and Staff	TBD	Completed
	Adopt Report and Plan thereby establishing Urban Renewal District	City Council		Completed
Support Arts Revitalization Program	Develop Mural Project	City Council and Staff	April 2022	In progress, working with artist to develop first mural.
	Install three murals within two years	Sequoia Consulting	July 2022-June 2024	In progress – first mural expected by Spring 2022. Three to four smaller murals to be expected on Business Hwy 20; maintained and rotated annually.
	Preserve and protect existing murals	City Council and Staff	Ongoing	
Mitigate derelict buildings	Develop and adopt ordinance allowing the City to obtain and/or mitigate derelict buildings	Staff and City Council	June 2022	

	• Create budget to support mitigation program	• Budget Committee and City Council	• June 2022	Possible funding from Urban Renewal?
	• Implement mitigation program	• Staff	• September 2022	

GOAL: Improve Emergency Preparedness				
OBJECTIVES	TASKS	RESPONSIBILITY	MILESTONES	STATUS
Update existing plans	• Identify existing plans and sections needing updating	• Staff	• July 2022	
	• Confer with partner agencies for both input and coordination	• Staff	• July 2022	In progress and ongoing; Lincoln County Emergency Dept provided a presentation to the City Council in 2021.
	• Draft plan updates	• Staff	• January 2023	
	• Adopt updated plan	• City Council	• May 2023	
Work with counties and other local governments to meet local needs	• Actively reach out to partner agencies to establish working relationships	• Staff	• Ongoing	
	• Identify and align mutual interests based on local needs	• Staff		
	• Upgrade Interagency Radio/CAD/RMS-Operability	• Staff	• March 2023	Radio upgrade completed. CAD/RMS in progress.

	Review Memorandum of Understandings with partner agencies	Staff	Ongoing	Completed mutual aid agreements with all but one agency.
Improve and update the Continuity of Operations (COOP) Plan	Establish regular meetings with the Mayor and Department Heads	Mayor and Staff	Ongoing	Regular meetings held monthly.
	Create and fund emergency preparedness line item in City Budget	Staff, Budget Committee, and City Council	June 2021	
	Establish dedicated Emergency Preparedness Coordinator Position	Staff, Budget Committee, and City Council	June 2022	Consider combining duties with a Health & Safety Officer.
	Develop emergency preparedness standard operating procedures	Staff	July 2022	
	Prepare emergency preparedness caches for all City departments and facilities	Staff	October 2022	
	Develop emergency plans and shelter-in-place areas memorandums of understanding	Staff and City Council	October 2022	
	Hold an annual emergency preparedness tabletop exercise internally	Staff and City Council	October 2021	Completed – Will have another one in October 2022.
	Create a community education program on emergency preparedness	Mayor and Staff	Ongoing	Summer 2021 – Fire attended Thursday Market every week Have an Emergency Preparedness page on the website; Continually adopt resolutions re: Emergency Preparedness.

GOAL: Promote development of housing resources through programs such as rehabilitation loans, non-profit projects, and lower barriers for private development

OBJECTIVES	TASKS	RESPONSIBILITY	MILESTONES	STATUS
Revitalize the rehabilitation loan program	Explore options for housing rehabilitation	Staff	July 2021	DevNW administers the program.
	Include housing rehabilitation as appropriate in urban renewal plans	City Council	TBD	
Update Planning documents and regulations to better support housing development	Complete a Buildable Lands Inventory and Housing Needs Analysis	Staff and City Council	June 2021	In progress - update TBD
	Review and update the Comprehensive Plan	Staff, Planning Commission, and City Council	January 2023	
	Review and update the Development Code to streamline processes and update standards	Staff, Planning Commission, and City Council	December 2022	
	Review and update the Development Code to reflect updated Comprehensive Plan Goals, Policies, and Objection	Staff, Planning Commission, and City Council	June 2023	

GOAL: Maintain and improve public infrastructure and facilities				
OBJECTIVES	TASKS	RESPONSIBILITY	MILESTONES	STATUS
Adopt water and sewer rates to support the needs of the infrastructure	• Refine and adopt rate study	• Staff and City Council	• May 2021	Completed
	• Adopt new water and sewer rates	• Staff and City Council	• May 2021	In progress
Identify sources of funding to complete needed infrastructure projects	• Analysis of potential sources	• Staff	• January 2021	On-going; Possible sources include American Recovery Protection Act, sale of Toledo Industrial Property, sale of Cell Tower property

GOAL: Make progress toward financing and completing the Toledo Public Safety Building				
OBJECTIVES	TASKS	RESPONSIBILITY	MILESTONES	STATUS
Engage services of a dedicated Project Manager to seek outside funding through grants and other sources, as well as manage the design, finance, and development process	• Identify work program and potential candidates	• Staff	• July 2022	Obtain project manager
	• Fund position	• Staff, Budget Committee, and City Council	• July 2022	
	• Engage Project Manager	• Staff	• July 2022	

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	August 24, 2022	Authorize Expenditure of approx. \$42,000 to install liners in sewer mainlines
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Public Works Director B. Zusan	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Motion to authorize an expenditure of \$42,000 for infrastructure improvements.

Background:

This is an ongoing process to reduce Inflow and Infiltration (I&I) to the wastewater plant by placing Cure-in place liners into identified sewer mainlines in an effort to reduce infiltration from reaching the Wastewater Treatment Plant. This process also adds 20-30 years of life to the pipeline & is a Department of Environmental Quality (DEQ) reportable project. This would complete the NE 12th St project from the 2011 I&I study conducted by Civil West, and will be reported to DEQ as completed.

Fiscal Impact:	Fiscal Year:	GL Number:
\$42,000	2022-2023	

Attachment:

1. Bid quote from two contractors

C-More Pipe Services

Mike McCoy

Mike@cmorepipe.com

Cell 503-8716503



9350 Rickreall RD
Rickreall, OR 97371

Submitted To: [Bill Zuspan](#)
Firm Name: City of Toledo
Address: 12th St

Offer Date: 7/22/2022
Expires in 8/15/2022

Qty	Unit	Description	Unit Price	Extended Price
386'	FT	8" Cipp	\$65.00	\$25,090
	JOB	Traffic Control	\$500.00	\$500
	JOB	Bypass	\$2,000.00	\$2,000
		lateral Cutting	\$9,000	\$9,000
	JOB	Mobilization	\$5,000	\$5,000
		Per Foot Price for project in its entirety		
		Total ESTIMATED		\$41,590

Material Cost to be paid in full if Changes plan for liner materials and Shipping

Must give access for inspection

No cctv Scoring

Paid in full in 30 days or 8.5 interest is added monthly

Exclusions: C-MORE will not be responsible for major ,water,permit fees and plans

bypasses lateral systems, contaminant disposal, general disposal, site restoration, Excavation, Pit De watering, Shoring
tap removal, and root removal, dewatering, pressure testing.

Prior to work being scheduled this quote must be signed and returned accepting the terms
and conditions.

Company _____ Signature _____ Date _____

Print Name _____

Spartan Environmental Services

PO BOX 15027 SALEM, OR 97309

Shane M. Teeters

steeters@spartanenviro.com

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Office: 971.600.3983

Fax: 503.689.1304



Specializing in Vac Truck, CTTV, Dump Truck and Excavation Services.

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PO Box 15027
Salem, OR 97309

Submitted To: Bill
Firm Name: City of Toledo
Address: NE 12th Street Project C

08/05/22

Qty	Unit	Description	Unit Price	Extended Price
		Scope of work		
1	each	Mobilization	\$5,000.00	\$5,000.00
1	each	Traffic Control	\$3,750.00	\$3,750.00
1	each	Bypass Pumping	\$2,500.00	\$2,500.00
386	ft	Install 8" Cured in Place Pipe	\$96.00	\$37,056.00
7	each	Lateral Re-Instated	\$150.00	\$1,050.00
		Total		\$49,356.00

Exclusions

Water to be provided by City

City to provide access to Manholes

Any root removal would be extra

Lines must be lineable

Any disposal would be provided by City

Prior to work being scheduled this quote must be signed and returned accepting the terms and conditions. Payment is due upon completion and invoicing of said project

Company _____ Signature _____ Date _____

Print Name _____

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	August 24, 2022	Consideration of a Personal Services Contract for Dudek to provide Consulting Services
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Attorney M. Adams	City Manager J. Richter	City Manager J. Richter

Recommendation:

Motion for the City Council to approve the personal services contract, and designating the City Manager to execute the contract.

Background:

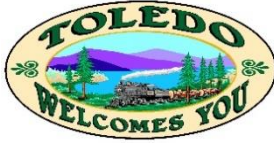
The City is completing a project to replace a water supply line for the City of Toledo, Mill Creek Phase II, by installing a 12-inch HDPE waterline within an open trench approximately four feet deep. The south end of the line would be installed above ground at the existing bridge and the HDPE pipe would be inserted through a 24-inch steel casing, suspended from bank to bank and reinforced by steel Ibeam on bottom. Native materials would be stockpiled and backfilled to restore pre-construction contours in a freshwater wetland after pipe installation. The City will replace the line that crosses the Yaquina River at a later date and will file a separate application request for Mill Creek Phase III. The project is located South of Elk City Road near Mill Creek Road in Toledo, Lincoln County, Oregon.

Upon submission for a 401 Permit, unlike during Phase I of Mill Creek, likely because of a change in personnel, there was a request for additional information that, at least in part, included: (1) A wetlands delineation to identify the boundaries of the waterways/drainages into Mill Creek (which are not wetlands). Such waterways/drainages require detailed explanations of habitat type, flow regime and project impacts that would occur at each water location; (2) Possible National Marine Fisheries (NMFS) for Endangered Species Act (ESA) review; (3) Land Use Compatibility Statement (LUCS) from Lincoln County; and (4) Oregon Coastal Zone Management Approval. As the wetlands delineation, projects impacts to threatened and endangered species and habitat is outside the City Staff's ability, the scope of work proposed by Christopher Oesch, Senior Biologist – Project Manager, is the proposal that addresses the relevant issues, best understands the needs of the City, and is the one proposal that has a “not to exceed” cost. Staff recommends approval of the personal services agreement.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2021-2022	N/A

Attachment:

1. Personal Services Contract



City of Toledo
206 N. Main St
PO Box 220
Toledo, OR 97391

CONTRACT FOR PERSONAL SERVICES

THIS AGREEMENT is made and entered into by and between the following parties:

CITY OF TOLEDO, an Oregon Municipal Corporation, (City), of P.O. Box 220, Toledo, Oregon, 97391, and

DUDEK, of 1 SW Columbia Street, Suite 1500, Portland, Oregon, 97204 (Contractor), whose Federal Employer Identification No. is _____.

PROGRAM ABSTRACT:	Mill Creek Waterline Phase II Consultant
TOTAL CONTRACT SUM:	Not to Exceed \$41,116.80

WHEREAS, The City requires the work and services described herein, and the Contractor is willing, skilled and agrees to perform all the work and services described herein; and

WHEREAS, pursuant to ORS 279A.055, that this contract is excluded from competitive process under the Oregon Public Contracting Code because it is a personal services contract; and

WHEREAS, now, therefore, IT IS AGREED:

1. **Term of contract:** This Agreement shall be effective and services required hereunder shall commence on execution of this Agreement by both parties and shall terminate on and shall terminate on completion of scope of work, except as provided by the termination and non-funding provisions set out below.
2. **Consideration:** As consideration for the performance of all terms and conditions set forth in this Contract, City promises to pay Contractor pursuant to the attached Exhibit A, upon receipt of a statement to be submitted by Contractor. Contractor shall provide such reasonable substantiation regarding time devoted to providing services as the City may require.
3. **Contractor services:** Contractor agrees to perform the following services to the satisfaction of the City:
 - a. All services under this Agreement will be completed using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.
 - b. The scope of work as described in the attached Exhibit A is incorporated into and made a part of this Agreement. Any apparent or alleged conflict between the terms and conditions in Exhibit A and this Agreement will be resolved by using the following order of precedence: a) the Terms and Conditions of this Agreement; b) Statement of Work and Payment Schedule; and c) any exhibits attached to this Agreement.

4. **Declaration of the nature of the contractual relationship:** Contractor is an independent Contractor and not an employee of or agent of the City. City shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.

5. **Workers compensation provisions:**

a. Contractor may employ workers, and if Contractor employs workers, Contractor shall obtain and at all time keep in effect Workers' Compensation insurance. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that comply with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included. Contractor represents to the City that it presently maintains coverage sufficient to meet the requirements of Oregon law by: Policy No. _____.

b. The parties hereto specifically agree that this Contract will render Contractor and Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the City shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for Contractor or Contractor's employees.

c. Contractor knowingly waives any rights, as against City, under the Workers' Compensation Law.

d. Contractor agrees that all employers, working under this Contract, including but not limited to Contractor, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.

e. Contractors who are not subject workers under ORS 656.027 who will provide services under this Contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release City of any and all claims that would be covered by the workers' compensation laws of the State of Oregon if Contractor was a subject worker under ORS 656.027.

6. **Other insurance provisions:**

a. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its SubContractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this Contract. The obligations or rights under this section may not be delegated or assigned without the express consent of the City.

b. **Liability Insurance.** Contractor shall obtain and at all times keep in effect, liability insurance covering activities and operations of the Contractor. Such liability insurance shall meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300. Such requirements include the following limits:

i. Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an

"occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$2,000,000 per occurrence, and \$2,000,000 aggregate.

ii. Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, scheduled, hired, and non-owned vehicles. Coverage shall be a minimum of not less than \$1,000,000 per occurrence, and an umbrella or excess liability coverage of \$2,000,000. This coverage may be combined with the commercial general liability insurance policy.

iii. Contractor shall name City, and its officers, employees, and agents as additional insureds on any activities being performed under the Contract. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company licensed to do business in the State of Oregon, containing a thirty (30) day Notice of Cancellation endorsement and shall be forwarded to City prior to commencement of the services.

iv. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

v. Contractor has obtained insurance required by this section through Policy No. _____, written by _____.

vi. **Professional Liability.** Contractor shall obtain and at all times keep in effect, any professional liability insurance required by law, or, if not required by law, any professional liability insurance Contractor holds at the time of execution of this Agreement.

vii. **Policy Changes.** In the event of unilateral cancellation or restriction by the insurance company of an insurance policy referred to in this paragraph, the Contractor shall immediately notify City orally and in writing within three (3) business days.

7. **Other contractor duties:** Contractor further agrees to:

a. Comply with all applicable federal, state, and local laws and regulations, specifically including the requirement to have a current City of Toledo Business license. Contractor agrees it currently is in compliance with all tax laws. Contractor shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations.

b. Not delegate, subContract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subContractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder.

c. Provide City with periodic reports to City at the frequency and with the information prescribed to be reported by City.

8. **Termination; for cause, non-funding, convenience:**

a. **For Convenience.** Either party may terminate this Contract without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least thirty (30) days before the intended termination date to the party at the party's address given above. Such termination

shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

b. **For Cause.** It is further agreed that the City may immediately terminate this agreement without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at Contractor's address given above, specifying the cause:

- i. Unsatisfactory performance or nonperformance. The Linn City Board of Commissioners is the sole judge of Contractor's unsatisfactory performance or nonperformance; or
- ii. Loss of available funding.

9. **Waiver:** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.

10. **Access to Books:** The City and its duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript.

11. **Ownership of Work Product:** All work product produced by the Contractor under this Contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Contractor-Architect, and by execution of this Contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Contractor are and will remain the exclusive property of Contractor.

12. **Assignment:** The Contractor shall not assign this Agreement in whole or in part for any purpose without the express written consent from the City.

13. **Severability:** If any provision of this agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

14. **Entire agreement:** This agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. 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.

15. **Governing law:** This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit, or proceeding that arises from or relates to this agreement shall be brought in and conducted solely and exclusively within the circuit court of Lincoln County for the State of Oregon. Provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the State of Oregon.

16. **Notices:** Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth above. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

17. Other conditions:

a. Contrary to Exhibit A, dated August 5, 2022, the parties agree that the work being performed is for the City of Toledo, and this Agreement is between Contractor and the City of Toledo. Accordingly, the City of Toledo should be substituted where it states OWCOG in the proposal.

b. The parties agree that the Contractor will use best efforts to expedite the permitting as much as possible.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this agreement.

CONTRACTOR:

DUDEK

By: _____

Name: _____

Title: _____

Dated: _____

CITY:

CITY OF TOLEDO, an Oregon Municipal Corporation

By: _____

Judy Richter, City Manager

Dated: _____