CITY OF TOLEDO **AGENDA**

City Hall – Council Chambers
206 N. Main Street
Toledo, Oregon 97391
6:00 p.m.

TOLEDO CITY COUNCIL
Regular Meeting – also via Zoom Meeting Platform
February 15, 2023

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. Proclamations/Presentations

Presentation – Sequoia Consulting
Presentation – Presentation Bond & Emergency Preparedness Oregon Coast Community College – Chris Rogers
Presentation – Abandoned RV Abatement Pilot Program – Paul Seitz, Lincoln County
Interview – City Council applicant

3. 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).

4. Consent Agenda

Minutes from the regular meeting held January 4, 2023

5. Discussion Items

- Consideration of Strategic Investment Program community fee – Mayor Rod Cross

6. Decision Items

- Approve renewal of contract with Sequoia Consulting
- Accept funds from Lincoln County for an abandoned recreational vehicle abatement program
- Resolution No. 1507, a resolution adopting a supplemental budget for fiscal 2022-2023
- Consider a 99 Year Lease for Olalla Meadows, a low income housing development by Northwest Coastal Housing
- Intergovernmental Agreement with City of McMinnville for Municipal Court Judge Services

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.

- Intergovernmental Agreement with City of Lincoln City for Municipal Court Judge Services
- Interview and consideration of appointment to fill vacancy on the City Council

7. Reports and Comments

- Committee updates

8. Adjournment

TOLEDO CITY COUNCIL
REGULAR MEETING
January 4, 2023

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 Tracy Mix
X		Councilor Kim Bush
X		Councilor Wade Carey
		Vacant

Staff present: City Manager (CM) Judy Richter, Assistant City Manager/Human Resources Specialist (ACM) Sherry Meek, City Recorder (CR) Lisa Figueroa, Public Works Director (PWD) Bill Zuspan, Police Chief (PC) Michael Pace, Fire Chief (FC) Larry Robeson, Library Director, Deborah Trusty, City Attorney (CA) Mike Adams

2. PROCLAMATIONS/PRESENTATIONS
Swear in Mayor and Council members for new terms
CR Figueroa performed the oath of office for Rod Cross as Mayor and the oaths of office for Betty Kamikawa, Kim Bush and Wade Carey as City Council members for their new terms.

Presentation – Community Outreach Specialist Katy Keuter
Mayor Cross indicated this presentation would be rescheduled for a future meeting.

Presentation – Oregon State University Cooperative Extension Community Garden
Lincoln County 4-H Program Coordinator Heather Tower addressed the City Council and provided an update on the status of the community garden program. She indicated she is new to the position but the garden is maintained, she showed pictures of the harvest from last year and said there have been improvements made to the garden. She noted the University requires an updated Memorandum of Understanding for insurance purposes.

Interview individuals for planning commission
The only applications received for the Planning Commission were by the incumbent members and the City Council opted not to interview them. The Council noted there is a decision item on the Agenda to re-appoint them later in the meeting.

3. VISITORS/PUBLIC COMMENT
Jim Chambers, citizen addressed the City Council and noted the City of Toledo continues to trespass on Toledo Cemetery Association property.

4. CONSENT AGENDA

Minutes from the regular meeting held November 16, 2022

Councilor Kamikawa noted page 3, line 26 should read as, "…versus corridors." Councilor Bush noted Todd Michels was listed in the minutes as a Council Member.

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

5. DISCUSSION ITEMS

Draft animal ordinance

CA Adams noted the Council previously reviewed the proposed ordinance, Chapter 6.08 and requested it be brought back to this meeting for possible approval. He said copies of the draft ordinance have been distributed as per the Municipal Code. He summarized the council report, which noted several changes in the proposed ordinance. There were no questions from the Council and Mayor Cross noted it would be moved to the decision items for adoption.

Review of interview questions for the position of City Council

CR Figueroa provided the council report and noted the interview questions have not been updated in five years. She said the Council may review and update the questions if they desire. The Council reviewed the questions and there was a consensus to keep the questions as is.

6. DECISION ITEMS

Review amendment to Agreement with the Oregon State University Cooperative Extension Community Garden

Councilor Carey asked how long the garden has been in operation and it was noted since approximately 2003.

Motion – It was moved and seconded (Carey/Bush) to approve the amendment to the agreement as presented and the motion carried unanimously.

Draft animal ordinance

Mayor Cross opened the floor for public comment. After hearing no comments he prompted the Council for any questions or comments.

Motion – It was moved and seconded (Kamikawa/Mix) to adopt an ordinance of the Toledo City Council by reading the title twice creating an animal ordinance, Chapter 6.08, and declaring an emergency and the motion carried unanimously.

Consideration of re-appointments to the Planning Commission

Councilor Mix abstained from the vote because her spouse is one of the applicants for the Planning Commission.

Motion – It was moved and seconded (Cross/Carey) to re-appoint Brian Lundgren and Jonathan Mix to the Planning Commission and the motion carried with four in favor and the abstention of Councilor Tracy Mix.

Draft ordinance revising Toledo Municipal Code Chapter 1.16, Right of Entry for Inspections

CA Adams updated the Council and said he used the Livability Code from the City of Corvallis as a template. He indicated as he continued through the ordinance it was easier to create separate ordinances, which are presented at this meeting. He said this is a rewrite of current Municipal Code Chapter 1.16. He said the draft ordinance includes procedures to issue warrants, how they are administered as well as other provisions. He said it will amend the existing Code. The Council reviewed the proposed ordinance but had no additional amendments.

Motion – It was moved and seconded (Carey/Mix) to bring back on January 18, 2023, with the suggested revisions and the motion carried unanimously.

Draft ordinance revising Toledo Municipal Code Chapter 1.20, General Penalty

CA Adams indicated the proposed draft will revise the existing Toledo Municipal Code Chapter 1.20 and noted it will be renamed to 'civil enforcement' to match similar terminology in other municipalities. He referred to Section 1.20.110 and said it clarifies the penalties as well as the nuisance abatement recovery costs of the city. There was discussion in regards to flagging buildings as a yellow-flag or red-flag following an emergency such as a fire and whether that needed to be included in the Code. It was noted that the City may need to consult to see what other cities would do in that instance.

Motion – It was moved and seconded (Mix/Kamikawa) to bring back on January 18, 2023 with the suggested revisions and the motion carried unanimously.

Draft ordinance amending the Toledo Municipal Code and creating Chapter 1.24, Legislative Subpoenas

CA Adams provided a report and indicated this is not currently in the Municipal Code. He said a draft Code for legislative subpoenas was available on the League of Oregon Cities website. He said it would allow the City Council to subpoena to require someone to come before the City Council [with or without documents] in a legislative hearing. He noted the person subpoenaed must be paid mileage.

Motion – It was moved and seconded (Mix/Bush) to bring back on January 18, 2023, for possible adoption and the motion carried unanimously.

Elect a Council President

Motion – It was moved and seconded (Cross/Carey) to elect Betty Kamikawa as the Council President and the motion carried unanimously.

7. <u>REPORTS AND COMMENTS</u>

FC Robeson reported to the Council the department now has a new command vehicle. He indicated the department has searched for nearly three years, then this opportunity came up and everything fell into place very quickly. He said the department received 850 calls in 2022.

PWD Zuspan updated the Council on a recent break at the Mill Creek line over the weekend, which was repaired within four hours.

PC Pace said the department will receive a new patrol vehicle soon. He noted he will be working a modified shift now until March to help cover dispatch. He indicated the newest dispatcher will attend the Academy later this month.

LD Trusty said the weather has affected attendance at the library but the department is still busy with regular tasks. She said the department received several new books recently and encouraged the Council to stop by. She said she finished applying for one grant and plans to pursue another grant.

CA Adams said there will be an executive session on February 18 as well as a Land Use public hearing in regards to the Port of Toledo floodway. He reminded the Council any discussions or information they receive outside of staff would be declared as ex parte contact. He indicated there was a survey rejected by the Lincoln County Assessor's office in regards to a property line adjustment for Northwest Coastal Housing. He said he looked into and the issue may have been the Surveyor's reference point was paved over on Sturdevant Road, but staff has a difficult time reaching the Surveyor for confirmation.

PWD Zuspan interjected and said the Wastewater Treatment Plant had to conduct a bypass for a few days due to the recent strong rains. He said the Plant is designed to process 1.9 million gallons a day, it can handle up to 2.5 million. He said during the last storms the Plant reached over 5 million.

CM Richter noted to the Council the audit was not filed by the deadline. She indicated it was completed but she found several items that were not presented properly and wanted to correct those issues before it was filed. She said an extension was requested and staff is waiting on a response. She said there is another mural in progress that will be installed on the public deck across from City Hall.

Councilor Kamikawa said the 'Save our Siletz' group inquired if the Council would like to talk about air quality monitoring systems and partnering with the schools or Lincoln County. She said the group is concerned about the air quality in Toledo especially in the areas near the schools. She asked the Council if they would like to have someone present about air monitoring systems and then the Council could consider funding for a system. She noted the Point in Time count for the homeless will be held at the end of the month for ten days.

Councilor Bush announced an 'Overcoming the Darkness' event for suicide prevention support, which will be held at the Toledo Foursquare Church this Saturday.

Mayor Cross reminded the Council that City Day at the Capital, is vital for cities to meet with Representatives and discuss concerns and encouraged the Council to attend. He said the Urban Renewal District will be very important as the City moves forward and commented there is a lot of work ahead for the Council.

8. ADJOURNMENT

The meeting adjourned at 7:35 p.m.

Approve: Attest:

__________________________ __________________________

Mayor Rod Cross City Recorder Lisa Figueroa

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

	Meeting Date:	**Agenda Topic:**
	February 15, 2023	Consideration of Strategic Investment Program agreement funding limitations
Council Goal:	**Agenda Type:**	
Not Applicable	Discussion Items	
Prepared by:	**Reviewed by:**	**Approved by:**
City Attorney M. Adams	City Manager Judy Richter	City Manager Judy Richter

Recommendation:
When a future decision is made on the Strategic Investment Program (SIP) revenue, I recommend including language that explains the reasoning of the City Council as to "the direct impact of the eligible project on public services."

Ideally, the City Council would also approve a policy, with criteria, before spending any of the money. A policy could identify the criteria needed to decide whether there is a direct impact.

Background:
Georgia Pacific (GP) presented to Lincoln County and the City of Toledo a proposal to use a statutory tax incentive called a Strategic Investment Program (ORS 285C.600 et seq.). The SIP offers a 15-year property real and personal property tax exemption on a portion of large capital improvements. Before they could qualify for the exemption, GP needed to do 25 million (rural areas) in capital improvements. The base threshold of 25% is fully taxed and the threshold value rises 3% per year during the exemption period. In addition, a community service fee is paid to public service providers equal to 25% of each year's tax savings (subject to a $500,000 cap for rural areas) (ORS 285C.623). GP proposed to use, per testimony, the Juno project for the capital improvements.

The SIP required agreement of the SIP terms by GP, Lincoln County, and the City of Toledo. On March 27, 2020, the City Council entered into the SIP Agreement, with 35% of the taxes saved by GP in the current tax year going to the "Community Service Fee." On August 26, 2020, the City Council again entered a revised SIP Agreement, with 25% as a "Community Service Fee," and 10% as a "Community Impact Fee," of the tax saved by GP. The City's portion of the 35% this year was $257,681.07, out of the total $446,800.87, as presented by the City Manager in the February 1, 2023 public meeting.

After reviewing ORS 307.123, ORS 285C.600 – 285C.635, OAR 123-623-1000 to 123-623-4200, Business Oregon SIP website, LOC's website, the SIP Agreement(s), a draft IGA between the City, Port, County, and Pool District, which appears may have not been executed, searching case law, and listening to the recordings of the City's public meetings, there appears to be little guidance on how the money can be spent. However, ORS 285C.609 does provide guidance as follows:

> "(A) The fee shall be ***for community services support that relates to the direct impact of the eligible project on public services***."
>
> ***(Emphasis added)***

Neither of the terms "direct impact," or "public services," are defined in ORS 285C.600, which provides the definitions for ORS 285C.600 – 285C.635. The term "of the eligible project" appears to be a reference to the Juno project. Nevertheless, the normal and ordinary meaning of the terms describes the limitation.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	**2022-2023**	**N/A**

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

	Meeting Date:	**Agenda Topic:**
	February 15, 2023	Approve renewal of contract with Sequoia Consulting
Council Goal:	**Agenda Type:**	
Not applicable	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
City Manager J. Richter	City Manager Judy Richter	City Manager Judy Richter

Recommendation:
Motion to approve the contract renewal with Sequoia Consulting and authorize the City Manager to sign the contract.

Background:
Since 2019 Sequoia Consulting (Contractor) has provided services to assist staff with identifying and applying for reimbursable funding support for COVID-19 Response and Recovery. Sequoia was key in getting ART Toledo launched and the mural program started. With our RARE member on staff, Katy has taken over many of the duties formerly provided by Sequoia Consulting. The current expectation is that Sequoia will focus mainly on grant writing.

Fiscal Impact:	Fiscal Year:	GL Number:
N/A	**2022-2023**	**N/A**

Attachment:
1. Contract

CONTRACT FOR SERVICES

Effective Date: February 1, 2023

I. This is an agreement between the City of Toledo (Client) and Sequoia Consulting (Contractor).

II. *Scope of Services:* Contractor agrees to provide the following services for Client:

1. **Resource Development Support**
    1. Prospect for private, state and federal grant opportunities aligned with ART Toledo programs, as well as City-directed projects as identified
    2. Write and submit grant applications, including but not limited to:
        1. Drafting narrative
        2. Drafting budget
        3. Drafting letters of support
        4. Securing required other documentation
        5. Finalize grant applications and submit
    3. Attend relevant meetings.

*To successfully accomplish this work, Client must provide Contractor with requested information and materials in a timely manner.

III. *Compensation:* The hourly rate for this contract is as follows:

1. Prospecting: $150/hr.
2. Grant management: $150/hr
3. Grant writing
    - Private grants: $150/hr
    - State grants: $150/hr
    - Federal grants: $175/hr

Client will be billed approximately monthly. Billable hours will include all activities mentioned in Section II. Time will be rounded to the nearest quarter hour. Payments must be made within 30 days of invoice. Payments not made within this time period will incur a 5% fee. There is no travel associated with this contract.

IV. *Independent Contractor:* Contractor acknowledges that services rendered under this agreement shall be performed as an independent contractor. Contractor is responsible for the payment of all federal, state and local income taxes related to fees for service. A 1099 form will be provided by Client to Contractor for tax related purposes.

V. *Insurance*: Contractor certifies that all person working under Contractor will carry Liability Insurance commensurate with Client's requirements.

VI. *Confidentiality*: Both parties agree to adhere to generally accepted confidentiality practices and to provide each other with their best efforts in fulfillment of this contract. Contractor agrees not to disclose private information about the organization or its donors. "Private information" does not include information available in the public domain.

VII. *Guarantees:* Contractor shall perform all duties requested and agreed to by both parties and shall submit work in good faith. If work includes grant proposals, Contractor does not imply or promise any guarantee that grant proposals will be funded. Payment is due even if Client does not submit proposal or receive a grant.

VIII. This contract may be renegotiated by written notice with 14 days at the request of either party.

Contractor:	Client:
Rachael Maddock-Hughes Principal and Founder Sequoia Consulting	
Signature: R Maddock-Hughes ______________________	Signature: ______________________

Contract Amendment
June 20, 2022
Client: City of Toledo
Effective date: July 1, 2022
End date: Oct 31, 2022

This is an amendment to the current contract. The Scope of Work (SOW) has been updated. Sequoia Consulting will continue to bill Client at $125/hr, with a maximum of $12,000 for four months (July-October).

UPDATED SOW
4 months (July-October 2022)
Up to $12,000 ($3k average a month), based on hourly rate of $125/hr *Summer period is the busiest period for ART Toledo activities *We will notify Client when 80% of hours are completed; and make adjustments as necessary to deliverables.
SCOPE OF WORK -Manage AOB (including sub-committee) and ensure events are successfully completed, including securing musicians, vendors, food, signage and creating collateral; be in-person for first event only ***Does not include on-site event management for events in August or September due to cost. Includes on-site event management for July** -Grant management: manage current grant reporting requirements during this time period -Write other grants as specifically directed -Final report detailing projects and successes -Final handover notes that include: grant deliverables, reporting deadlines, key upcoming events; links to relevant documents, etc., and recommendations -Bi-weekly reports sent to Judy Richter
WHAT IS NOT INCLUDED -Meeting facilitation -Chalk art -Murals -Phantom galleries -Non-profit set up -RARE -Community Art Contest

Contractor:

Rachael Maddock-Hughes
Founder
Sequoia Consulting

Signature:

Client:

Signature:

sequoia

CONTRACT FOR SERVICES

Effective Date: May 27, 2020

I. This is an agreement between the City of Toledo (Client) and Sequoia Consulting (Contractor).

II. *Scope of Services:* Contractor agrees to provide the following services for Client:

1. **Providing Fundraising Support for COVID-19 Response and Recovery. This includes, but is not limited to:**
   1. Identify reimbursable costs for State and Federal Funds.
   2. Identify funding opportunities for recovery, including State, Federal, Private and other sources.
   3. Attend relevant meetings.
   4. Write and submit grant applications.
   5. Support strategic development of city-wide recovery goals as needed to attract resources.

   *To successfully accomplish this work, Client must provide Contractor with requested information and materials in a timely manner.

III. *Compensation:* The hourly rate for this contract is $125/hr. Client will be billed approximately every two weeks. Contractor will keep careful track of hours spent on Client business and submit a detailed invoice. Billable hours will include all activities mentioned in Section II. Time will be rounded to the nearest quarter hour. Payments must be made within two weeks of invoice. Payments not made within this time period will incur a 5% fee.

IV. *Travel*: Any costs incurred for travel required for the work in section II above will be fully compensated to Contractor by Client. Contractor will ensure that travel costs, such as hotel, flights, and food, transportation, etc. are reasonable and fair. Contractor will submit an invoice with receipts within 14 days of end of travel. Client must submit payment for travel costs within 14 days of invoicing.

V. *Independent Contractor:* Contractor acknowledges that services rendered under this agreement shall be performed as an independent contractor. Contractor is responsible for the payment of all federal, state and local income taxes related to fees for service. A 1099 form will be provided by Client to Contractor for tax related purposes.

VI. *Insurance*: Contractor certifies that all person working under Contractor will carry Liability Insurance commensurate with Client's requirements.

VII. *Confidentiality*: Both parties agree to adhere to generally accepted confidentiality practices and to provide each other with their best efforts in fulfillment of this contract. Contractor agrees not to disclose private information about the organization or its donors. "Private information" does not include information available in the public domain.

VIII. *Guarantees:* Contractor shall perform all duties requested and agreed to by both parties and shall submit work in good faith. If work includes grant proposals, Contractor does not imply or promise any guarantee that grant proposals will be funded. Payment is due even if Client does not submit proposal or receive a grant.

IX. This contract may be renegotiated by written notice with 14 days at the request of either party.

Contractor:	Client:
Signature:	Signature: Judy M Richter, City Manage

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

	Meeting Date:	Agenda Topic:
	February 15, 2023	Accept funds from Lincoln County for an abandoned recreational vehicle abatement program
Council Goal:	**Agenda Type:**	
Not Applicable	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
City Recorder L. Figueroa	City Manager Judy Richter	City Manager Judy Richter

Recommendation:
Motion to accept $20,000 from the Lincoln County Waste District for an abandoned recreational vehicle abatement program.

Background:
The Lincoln County Waste District has funds to support a one-time pilot program to cleanup abandoned recreational vehicles (RV). A letter and staff report (attached) from Lincoln County describes the program background in detail. The program is expected to operate through the end of Fiscal Year 2023-2024.

The City of Toledo would receive $20,000 from the pilot program. The Code Enforcement Officer and Police Department will be involved with the removal of any RVs within the city limits.

Lincoln County requests the Council accept the funds in the form of a motion.

Fiscal Impact:	Fiscal Year:	GL Number:
N/A	**2022-2023**	**N/A**

Attachment:
1. Letter and staff report

County Administrator

Courthouse, Room 110
225 W. Olive Street
Newport, Oregon 97365
(541) 265-4100
FAX (541) 265-4176

January 30, 2023

City Manager, Judy Richter
City of Toledo
PO Box 220
Toledo, Oregon 97391

Via email: judy.richter@cityoftoledo.org

Dear Ms. Richter,

The purpose of this letter is to request to be on your City Council agenda for February 15, 2023 to present a new "Pilot Project" for the abatement of abandoned RV's and trailers in the County and specifically in support to the City of Toledo.

The County Waste Management District has culled together funding to initiate this pilot project.

The opportunity is to provide your city with a $20,000 credit to be used for the removal of identified abandoned RV's and/or trailers by your city over the next year.

The only thing that is being asked is that your city perform the identification of the vehicle(s) and subsequent code enforcement actions needed to remove it.

This pilot project was approved by the Board of Commissioners at is January 25th meeting. The staff report and emphasis of the program is attached.

We would like to make a 5-to-10-minute presentation before your City Council. Should your City Council like to participate, we ask that they make a motion to approve the participation in the Abandoned RV Abatement Pilot Program.

Paul Seitz, the County's Waste Management manager will be presenting and be joined by myself and a County Commissioner at the presentation.

In the meantime, should you have any questions or directions, I am available at your convenience.

Tim Johnson
County Administrator

Attachment: County Staff Report.

STAFF REPORT

DATE:	January 19, 2022
TO:	Board of Commissioners, January 25, 2023, Meeting
FROM:	Paul Seitz, Solid Waste District Manager, extension number x1285
SUBJECT:	Abandoned RV Abatement Program Proposal

RECOMMENDATION:
Approve the establishment of a RV Abatement Program, to be initially funded through a one-time transfer of $500K from the contingency line item of Solid Waste District Reserves.

FISCAL IMPACTS:
Abandoned RV's which are often found in County Parks and along the public right-of-way pose an immediate threat to General Fund and Road Fund. Neither General Fund nor the Road Fund have dedicated monies for the high cost of abandoned RV removal. Absent another funding source, these funds would have to draw down from other budget areas.

The Lincoln County Waste District currently has reserves which could fund a one-time support of a pilot abandoned RV cleanup program. The District has built up reserves from its $4 per ton disposal fee over several years from a spike in tonnage. The spike came from the GP Toledo site clearing a mountain of stockpiled materials. Even though this spike in revenue ended at the beginning of FY 22-23, the District anticipates a continued revenue surplus from the newly constructed and experimental Juno plant at the GP site. The District's revenues and expenditures (even absent the GP and Juno revenues) are expected to remain operationally steady and consistent. A draw down of $500K to fund RV abatement would still leave the District with 2 years of operational funding in reserve.

The one-time allocation is expected to enable a fast-response, community-wide RV abatement program to function through the end of FY 23-24. The Board may also choose to pare down the proposed scope of this proposal to spread the one-time funding over additional fiscal years. The District will also pursue grants, programs, and other potential sources to sustainably fund the program long-term.

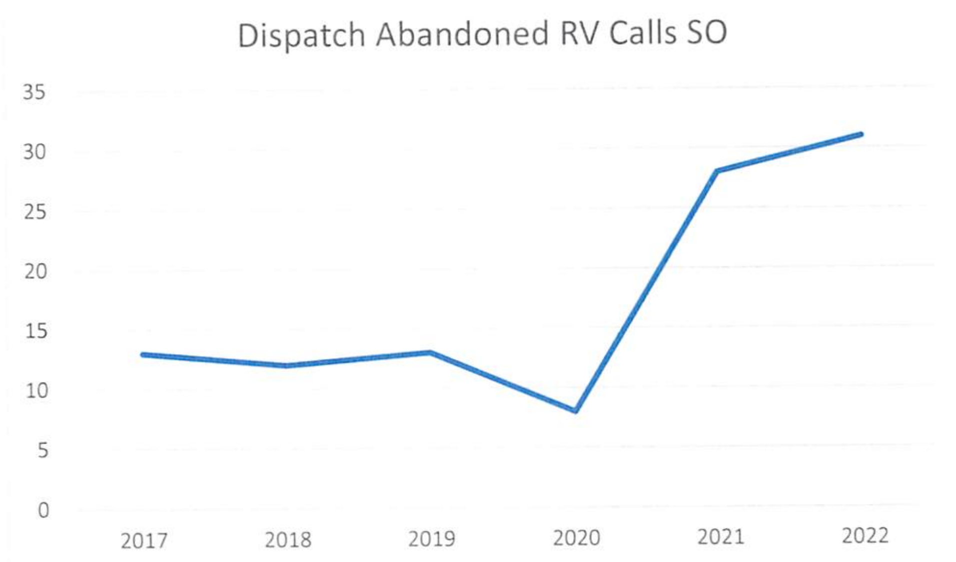
BACKGROUND:
During the pandemic, abandoned dilapidated motorhomes, recreational vehicles, and travel trailers along with associated piles of debris and sewage sourced from once occupied now abandoned vehicles began to spring up along roads and on private property.

Many of these abandoned vehicles have found their way into the unincorporated areas of the County creating blight and probable public health issues. Many current issues contributed to this surge of RV's but there is one primary driving factor needed to address their abandonment – the issue of abatement of asbestos as a component of their manufacturing and repair.

As such, asbestos testing and abatement is necessary on all RV's older than 2004. It is prohibitively expensive ($3K-$15K) per vehicle depending on size, location, and the hazardous materials found onboard.

Additionally, the impact from either abandoned or discarded RV's has spurred the use of these vehicles as unsanctioned and unsanitary living units. Staff research has found that it is not uncommon to find property owners who have set up unsafe RV's as rental units on their land often in violation of environmental health, land use and building codes.

As such, community complaints about abandoned RV's and their associated debris fields have been on the rise. The chart below illustrates the number of complaints in Lincoln County.



Existing County department budgets, such as Public Works, Parks, Roads, Planning and Development and Sheriff's Office do not have funds to handle this influx of discarded RV's and to address the property owners in violation (often with multiple vehicles on their property).

Unfortunately, the property owners in violation are increasingly unable to afford removal of the RV's let alone to bring their property into compliance.

DISCUSSION:
In the effort to address this issue, a plan for a RV abatement fund has been formulated. It is anticipated that this plan and funding package will enable the removal of more than 50 RV's over the next year.

Program Summary
The RV Abatement Fund would be used to support five critical program areas:

- Remove abandoned RV's from public spaces such as County parks and specifically from public roadways which are not maintained by County. District anticipates this program element will use approximately 25% or approximately $125,000 of the proposed funding. For example, while writing this document, an RV was abandoned in Knight Park. The Abandoned RV Fund will enable an immediate response for its removal. In fall, a similar situation occurred in IchwhitPark, but the RV sat while funding and removal was being organized. The Ichwhit RV was set ablaze before the response could be implemented, complicating the cleanup, and causing minor damage to the park's parking lot.

- Provide funding to local cities to address associated RV issues within city limits per R-SWAC recommendation (attached). District anticipates this program element will use approximately 25% or an estimated $20,000 per jurisdiction of the proposed funding. Since District funding is derived from disposal in both incorporated and unincorporated areas of the County, the local cities have requested a specific portion of RV abatement program funds be spent within city limits. Staff recommends an application process, where initially each city would have credit to pay for the removal of 2 abandoned RV's (again roughly $20K per jurisdiction) from either public or private property within their jurisdiction. The District manager will present this proposal to each of the jurisdictions in the coming month and will be joined by either a Commissioner or County Administrator.

- Remove RV's from County maintained right-of-way. District anticipates this program element will use approximately 15% of the proposed funding. The Abandoned RV Fund will enable an immediate response for RV's abandoned along County maintained right-of-way, removing the road hazard, and again reducing the risk of the RV's being set ablaze while County forces organize a response.

- Provide opportunity for private property owners (including owners of private roads) to remove RV's in code violation from their property in exchange for a contractual commitment to 5-years of code compliance. District anticipates this program element will use approximately 25% of the proposed funding.

- *Enhance the Forest Enforcement Program funds to assist landowners with asbestos abatement on the abandoned RV's on their property. District anticipates this program element will use approximately 10% of the proposed funding.*

In all, the District anticipates an average of a removal of more than 1 RV per month will continue to impact County resources over the next two years.

Estimated Cost of $10,000 to Abate an RV or Trailer.

The District would like to hire an immediate response contractor with the proposed funding.

Additionally, the District has outlined a cooperative plan with the Sheriff's Office to streamline RV removal once funding is secured. This will enable the County to quickly remove abandoned RV's and the hazards they pose to both our community and environment.

This short-term funding pilot proposal will also enable the County to demonstrate real-world success while looking for potential long term funding sources.

ATTACHMENT

R-SWAC Proposal - October 2022

The Regional Solid Waste Advisory Committee recommendation to the Lincoln County Board of Commissions:

"In Fiscal Year 2022-23, provide a one-time expenditure of $100,000 from the Lincoln Solid Waste District contingency fund for the express support of local CITY code enforcement efforts related to removal of abandoned RV's and associated solid waste under the guidelines of the newly formed Hardship Property Debris Clearing Program. These funds are available to clear private property as well as remove RV's from the public ROW."

"Opportunity to participate is to be available to all local cities equally, and the expenditure of funds be divided evenly between those cities where law enforcement provides valid candidates acceptable to BOC by the proposal deadline (TBD)."

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

	Meeting Date:	**Agenda Topic:**
	February 15, 2023	Resolution No. 1507, a resolution adopting a supplemental budget for fiscal year 2022-2023
Council Goal:	**Agenda Type:**	
Not Applicable	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
City Manager J. Richter	City Manager Judy Richter	City Manager Judy Richter

Recommendation:
Motion to approve Resolution No. 1507, a Resolution of the Toledo City Council adopting a Supplemental Budget for the Fiscal Year 2022-2023 and making appropriations.

Background:
At the time the budget was prepared this revenue was not anticipated. One of our police officers was hired by the City of Prineville. State Law allows us to be reimbursed for 66% of his training costs. This reimbursement is anticipated to be $37,000. This appropriation will help to cover overtime needed to fill the vacancy within the department.

Fiscal Impact:	Fiscal Year:	GL Number:
$37,000	**2022-2023**	**001-400-501500**

Attachment:
1. Resolution No. 1507

CITY OF TOLEDO
RESOLUTION NO. 1507

A RESOLUTION OF THE TOLEDO CITY COUNCIL ADOPTING A SUPPLEMENTAL BUDGET FOR THE FISCAL YEAR 2022-2023 AND MAKING APPROPRIATIONS

WHEREAS, Oregon Local Budget Law allows a local government to prepare a supplemental budget when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning. (ORS 294.471) The governing body must adopt a resolution to adopt the supplemental budget and make any necessary appropriations, and

WHEREAS, unanticipated revenue is anticipated from the City of Prineville for the reimbursement of police officer training costs: and

WHEREAS, it is necessary to appropriate funds for Police Department personnel expenses within the General Fund.

NOW, THEREFORE, THE CITY OF TOLEDO RESOLVES AS FOLLOWS:

Section 1. Appropriations are as follows:

Changes to General Fund Revenue
Appropriations
Refunds and Miscellaneous $37,000
Police Overtime
$37,000

Section 2. That this Resolution shall be effective immediately upon passage by the Toledo City Council.

That this resolution is hereby adopted by the Toledo City Council on this 15th day of February, 2023.

Approved Attest

____________________________ ____________________________
Mayor Rod Cross City Recorder Lisa Figueroa

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

<table>
<tr><td rowspan="2"></td><th>Meeting Date:</th><th>Agenda Topic:</th></tr>
<tr><td>February 15, 2023</td><td rowspan="3">Consider a 99 Year Lease for Olalla Meadows, a low income housing development by Northwest Coastal Housing</td></tr>
<tr><th>Council Goal:</th><th>Agenda Type:</th></tr>
<tr><td>Promote development of housing resources through programs such as rehabilitation loans, non-profit projects and lower barriers for private development</td><td>Discussion Items</td></tr>
<tr><th>Prepared by:</th><th>Reviewed by:</th><th>Approved by:</th></tr>
<tr><td>City Attorney M. Adams</td><td>City Manager Judy Richter</td><td>City Manager Judy Richter</td></tr>
</table>

Recommendation:
Further conversation still needs to occur with Northwest Coastal Housing (NCH), but wanted to have a general discussion on the terms of the proposed Lease, compared to an outright conveyance with a reversionary interest.

Background:
There are really two ways to structure this transaction, depending on the needs and desires of the City and NCH: (1) A really long-term, 99 year, lease (which is attached); or (2) An outright conveyance of the property to NCH, with a right of reverter, which is a reversionary interest that will have the property revert back to the city if it stops being used for low income housing.

An overview of the significant lease terms:
1. Section 2.1 – 99 year lease.
2. Section 2.1.1 – Commitment to Affordability. We need to talk with NCH about the number of units designated as low income, very low income, and for veterans. Also, the percentage below the poverty line.
3. Section 2.1.2 - I drafted it so Section 2.1.1 so that the "low income", "very low income," and "veteran" requirements are restrictive covenants and equitable servitudes, so they "run with the land," and bind future owners, even on the City if the City were to get the property back.
4. Sections 3.1, 3.2, and Article 6 (Taxes and Utilities) - Rent is $1/year, plus "everything and the kitchen sink" that the City might be held responsible for in the future related to the Premises and contemplated Improvements.
5. Section 7- Requires NCH get insurance, a $2 million combined single-limit coverage for personal injury and property damage, with the City as an additional insured. If the city is leasing the property, I strongly recommend this is required of NCH.
6. Section 8 – Release and Indemnification.
7. Section 25 – NCH has an option to purchase at the end of the 99 year term. This can be deleted, but it was a good idea to include.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	**2022-2023**	**N/A**

Attachments:
1. NCH proposed lease

After recording, return to:
City of Toledo
PO Box 220
Toledo, OR 97391

GROUND LEASE

This GROUND LEASE (this "Lease") is made and entered into on ____________________________, 2023 (the "Commencement Date"), by and between the **City of Toledo, an Oregon Municipal Corporation** ("Landlord"), and **Northwest Coastal Housing, an Oregon Domestic Non-Profit Corporation** ("Tenant").

RECITALS

A. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the real property described on attached Exhibit A, together with any and all rights, privileges, easements, and appurtenances (collectively, the "Premises").

B. Tenant intends to construct on the Premises an approximately _______ square-foot building (the "Building") and related site improvements as generally depicted on the site plan attached hereto as Exhibit B (collectively, the "Project"). The Project and any future alterations, additions, replacements, or modifications to the Project during the Term (defined in section 2.1) of this Lease are collectively referred to in this Lease as the "Improvements."

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Lease agree as follows:

Article 1
Premises

Landlord does hereby demise, lease, and let unto Tenant, and Tenant does hereby take and lease from Landlord, the Premises for the term and on the rents, conditions, and provisions herein.

Article 2
LEASE TERM

2.1 Initial Term. Starting on the Commencement Date, the Premises will be leased for a term of ninety-nine (99) years (the "Initial Term"), unless earlier terminated pursuant to the terms of this Lease, which lease is entered subject to the following:

2.1.1 Commitment to Affordability. Tenant will only use the Premises for construction of 30 income-restricted residential rental units, of which 15 % shall be reserved for veterans, as that term is defined in ORS 407.0878 (the "Qualified Units") of the 30 total units in the Project and/or such eligible common areas and other aspects of the Project, consistent this Lease. Tenant will ensure that of the 30 Qualified Units in the Project, one (1) unit has no income limitation, twenty six (26) units will be occupied by low income persons and three (3) units will be occupied by very low income persons or held vacant for occupancy by same. "Low income persons" means persons with a household income at or below 60% of the county median income and "very low income persons" means persons with a household income at or below 30% of the county median income. County median income levels are published annually by the U.S. Department of Housing and Urban Development ("HUD"). Tenant agrees that Tenant will maintain the low and very low income rent affordability limits with respect to this Lease, with respect to occupancy of the Qualified Units continuously for the entire term of this

Lease. Landlord represents and warrants that the consent to entering this Lease and the annual rent amount is performed solely for the purposes of providing such low-income housing, and housing to veterans, so Tenant represents and consents to the Landlord to do the construction, to comply with the Lease, and has agreed to restrict the uses to which the Premises can be put on the terms and conditions set forth herein.

2.1.2 Restrictive Covenants and Equitable Servitudes to Run with the Land.

2.1.2.1 Inducement. Tenant represents and, warrants that the consent to Landlord leasing the property with the commitment to affordability in section 2.1 is an inducement to the Landlord to lease the Premises, for the Landlord to enter this Lease, and for the Tenant to operate the Project in accordance with and otherwise comply with this Lease. In consideration of such consent, the Tenant has entered into this Lease and has agreed to restrict the uses to which the Project can be put on the terms and conditions set forth herein including section 2.1. Therefore, the Tenant covenants, agrees and acknowledges that Landlord has relied on income and veteran restrictions in determining to consent to Landlord leasing the property to Tenant.

2.1.2.2 Covenants; Equitable Servitudes.

(a) The parties hereby declare their express intent that throughout the entire term of the Lease, the covenants, restrictions, charges and easements set forth herein will be deemed covenants running with the land of the Property and will create equitable servitudes running with the land of the Property, and will pass to and be binding upon Tenant's and the Landlord's successors in title including any purchaser, grantee or lessee of any portion of the Property and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee or lessee of any portion of the Property and any other person or entity having any right, title or interest therein.

(b) Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof or interest therein (other than a rental agreement or lease for a dwelling unit) will contain an express provision making such conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument will conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed or other instrument.

(c) Any and all legal requirements for the provisions of this Lease to constitute restrictive covenants running with the land of the Property and applying to the Property as a whole, or to create equitable servitudes with respect to same in favor of Landlord, are deemed satisfied in full.

2.1.2.3 Burden and Benefit.

(a) The Landlord hereby declares its understanding and intent that the burdens of the covenants and equitable servitudes set forth herein touch and concern the land of the Property, and the Property as a whole, in that the Landlord's legal interest in the Property is rendered less valuable thereby.

(b) The Landlord hereby further declares its understanding and intent that the benefits of such covenants and equitable servitudes touch and concern the land of the Property, and the Property as a whole, by enhancing and increasing the enjoyment and use of the Property by tenants, intended beneficiaries (in addition to Landlord) of such covenants, reservations and restrictions, and by furthering the public purposes for which the Lease was issued.

2.2 Early Termination. Notwithstanding anything in this Lease to the contrary, Tenant has the right to terminate this Lease within the time periods and for the reasons set forth below:

2.2.1 Inspection and Approval Period. From the Commencement Date through the _________ day after the Commencement Date (the "Inspection and Approval Period"), Tenant, at its cost and expense, may (i) obtain surveys, economic and physical feasibility studies, soil borings, wetland evaluation surveys, woodland analysis, environmental assessments and any other appraisals, inspections, tests, studies, surveys or assurances desired by Tenant to show to the satisfaction of Tenant in its sole discretion that the Premises is usable by Tenant for the purpose of constructing and operating the Project, including but not limited to determining whether all utility lines necessary for construction and operation of the Project are present on or near the Premises, whether standard shallow foundations may be used, whether any Hazardous Substances (as defined in section 4.2) are located in, on, at, under, about, or upon the Premises, and whether the Project can be constructed and operated at a cost and expense acceptable to Tenant in its sole discretion; (ii) obtaining the valid and irrevocable grant, on terms and conditions satisfactory to Tenant, of all necessary site plan approvals, building permits, licenses, variances, and other approvals that are necessary for Tenant to construct and operate the Project to the satisfaction of Tenant in its sole discretion; (iii) at its cost and expense, Tenant may obtain (i) a preliminary title report covering the Premises and copies of all special exceptions referenced therein (collectively, the "Title Report") from a title insurance company selected by Tenant (the "Title Company") and (ii) a survey of the Premises (the "Survey"), if desired (collectively, the "Approvals"). Landlord agrees at all times to fully cooperate with Tenant's efforts to submit for and to obtain the Approvals. If Tenant is not satisfied with any of the items or matters set forth under clause (i) above (in Tenant's sole discretion) or if Tenant has not obtained the Approvals (on terms and conditions acceptable to Tenant in its sole discretion) by the expiration of the Inspection and Approval Period, Tenant may terminate this Lease by providing written notice thereof to Landlord not later than the expiration of the Inspection and Approval Period; otherwise, at the expiration of the Inspection and Approval Period Tenant will be deemed to have waived these contingencies.

Article 3
RENT

3.1 Rent for Initial Term. Tenant agrees to pay to Landlord annual rent in the amount of $1 per year, plus paying all costs and expenses, without limitation, described in paragraph 3.2 of this Lease below ("Rent") beginning on the Commencement Date.

3.2 Net Lease. This Lease is a totally net lease, and it is intended that the rent provided for in this Lease will be an absolutely net return to Landlord throughout the Term. Tenant will be responsible for paying all costs and expenses relating to the Premises and the Improvements, including real and personal property taxes, utilities, maintenance, repairs, interior and exterior structural repairs, interior and exterior nonstructural repairs, insurance, and any and all other costs and expenses, without limitation, relating to the Premises and the Improvements. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this Lease, Tenant is required to pay, as additional rent, all sums, impositions, costs, and other payments that Landlord assumes or is required to pay in any provision of this Lease. If Tenant fails to make a payment, Landlord will have (in addition to all other rights and remedies) all the rights and remedies provided for in this Lease or by law for nonpayment of the Rent.

Article 4
USE AND COMPLIANCE WITH LEGAL REQUIREMENTS

4.1 Permitted Use. Tenant will use and occupy the Premises during the Term for the development and construction of the Project and may use the Premises for any other purpose in compliance with all applicable Legal Requirements (as defined in section 4.2 below).

4.2 Compliance with Legal Requirements. Tenant will observe and comply with all Legal Requirements that may apply to the Premises, or to the use or manner of uses of the Premises, or the Improvements or the owners or users of the Improvements, whether or not the Legal Requirements affect the interior or exterior of the Improvements, necessitate structural changes or improvements, or interfere with the use and enjoyment of the Premises or the Improvements, and whether or not compliance with the Legal Requirements is required by reason of any condition, event, or circumstance existing before or after the Term commences. Tenant will pay all costs of compliance with Legal Requirements.

"Legal Requirements" means all applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Premises, the Improvements, or any component hereof or any activity conducted thereon, including but not limited to those pertaining to Environmental Laws and the use and storage of Hazardous Substances (as these terms are defined below).

"Environmental Laws" means all present or future federal, state, and local laws or regulations related to the protection of health or the environment, including the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC § 9601 *et seq.*), the Toxic Substances Control Act (15 USC § 2601 *et seq.*), the Federal Water Pollution Control Act (the Clean Water Act) (33 USC § 1251 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), amendments to the foregoing, and any rules and regulations promulgated thereunder.

"Hazardous Substances" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority, including without limitation, any hazardous material, hazardous substance, ultra-hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by Environmental Laws.

4.3 Right to Contest. Tenant will have the right, after prior written notice to Landlord, to contest by appropriate legal proceedings, diligently conducted in good faith, in the name of Tenant, without cost or expense to Landlord, the validity or application of any Legal Requirement subject to the following: (a) if, by the terms of any Legal Requirement, compliance may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge, or liability of any kind against all or any part of the Premises or the Improvements and without subjecting Landlord to any liability, civil or criminal, for failure to comply, Tenant may delay compliance until the final determination of the proceeding; or (b) if any lien, charge, or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest the matter and delay compliance as long as the delay would not subject Landlord to criminal liability or fine, and Tenant furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of the contest or delay, and prosecutes the contest with due diligence. Landlord will execute and deliver any appropriate papers that may be necessary or proper to permit Tenant to contest the validity or application of any Legal Requirement as long as Tenant has satisfied all the requirements of this section and Landlord will incur no cost.

4.4 Prohibited Uses. Tenant will not use or occupy the Premises or the Improvements, or permit or suffer all or any part of the Premises or the Improvements to be used or occupied: (a) for any unlawful or illegal business, use, or purpose; (b) in any manner so as to constitute a nuisance of any kind; (c) for any purpose or in any way in violation of the certificate of occupancy, or of any Legal Requirements, including Legal Requirements respecting Hazardous Substances; or (d) for any business, use, or purpose deemed disreputable. Any dispute between Landlord and Tenant arising under the provisions of subsection (d) above will be submitted to final and binding arbitration conducted in accordance with the rules of the Arbitration Service of Portland, Inc., if that service is available at the time or, if not available, any similar service (which may include the American Arbitration Association) selected by the party that initiates the arbitration. The award in such arbitration may be enforced on the application of either party by the order of judgment of a court of competent jurisdiction. The arbitrators will determine and award the prevailing party in the arbitration the reasonable fees and costs of its lawyers, appraisers, and any other consultants or experts incurred in connection with the arbitration.

4.5 No Waste. Tenant will not cause or permit any waste, damage, disfigurement, or injury to the Premises or the Improvements, but Tenant will have the right to demolish and remove any and all the Improvements on the Premises pursuant to and in accordance with the terms of Article 5 below.

Article 5
IMPROVEMENTS

5.1 Construction, Modification, and Demolition of Improvements.

Tenant has the right, at any time and from time to time during the Term, at its cost and expense, and without having to obtain Landlord's prior consent, to construct, modify, demolish and rebuild Improvements on the Premises, except as follows:

(a) Tenant may not construct or demolish, or modify the exterior or structural components of, any building without the prior written consent of Landlord, which will not be unreasonably withheld, conditioned, or delayed;

(b) If Tenant desires to construct, demolish, or modify the exterior or structural components of any building, Tenant will furnish Landlord with proposed plans and specifications for such work and Landlord will have 30 days after receipt of such plans and specifications to either approve the plans and specifications or provide Tenant with comments on the plans and specifications (which Tenant must address and then submit revised plans and specifications to Landlord for approval); provided, however, Landlord's approval will be deemed given if Landlord fails to respond to Tenant's submittal or resubmittal within 30 days;

(c) If Tenant desires to demolish all or any portion of a building, Landlord has the right to withhold its consent unless Tenant agrees to replace such building or portion thereof with another building having a value at least as great as the building or portion thereof demolished; and

(d) Upon completion of or modification to any building, Tenant will provide Landlord with as-built plans for the completed work.

5.2 Title to Improvements. Title to all Improvements constructed by Tenant will be and will remain in Tenant during the Term of the Lease and such Improvements may be demolished, changed, altered, or removed by Tenant at any time, except as otherwise provided in section 5.1 above. During the Term, Tenant is entitled, for all taxation purposes, to claim cost-recovery deductions and the like on all Improvements constructed by Tenant. At the expiration or earlier termination of the Lease, title to any Improvements remaining on the Premises will automatically pass to, vest in, and belong to Landlord without further action on the part of either party and without cost or charge to Landlord.

5.3 Notice of Construction. Tenant agrees to notify Landlord in writing of Tenant's intention to commence construction of an Improvement at least 30 days before commencement of any such work or delivery of any materials. The notice must specify the approximate location and nature of the intended Improvements, and the anticipated date that work will be commenced. Landlord will have the right at any time and from time to time to post and maintain on the Premises notices of non-responsibility and such other notices as Landlord deems necessary to protect Landlord's interest in the Premises and the Improvements from the liens of mechanics, laborers, materialmen, suppliers, or vendors; and Landlord will have the right to inspect the Premises and the Improvements in relation to the construction at all reasonable times.

5.4 Landlord Cooperation. Landlord agrees to cooperate with Tenant in all respects in connection with Tenant's construction of any Improvements, including but not limited to, executing the applications and other instruments reasonably necessary for construction of the Improvements, provided that Landlord will not be required to pay any application fees or incur any other costs or liabilities in connection with the Improvements beyond Landlord's fees for any professional advice Landlord desires.

5.5 Easements and Dedications. Tenant and Landlord each recognize that in order to provide for the development of the Premises, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power line, and other easements and dedications and similar rights be granted or dedicated over or within portions of the Premises. Tenant agrees that it will, upon request of Landlord, join with Landlord in executing and delivering such documents, from time to time, and throughout the Term of this Lease as may be appropriate, necessary, or required by any governmental agency or public utility company for the purpose of granting such easements and dedications.

Article 6
TAXES AND UTILITIES

6.1 Taxes Defined. As used in this Lease, the terms "Tax" and "Taxes" mean any and all taxes, service payments in lieu of taxes, general or special assessments, excise taxes, transit charges, utility assessments, and any and all charges, levies, fees, or costs, general or special, ordinary or extraordinary, of any kind that are levied or at the direction of laws, rules, or regulations of any federal, state, or local authority on the Premises or the Improvements, or based on or otherwise in connection with the use, occupancy, or operations of the Premises or the Improvements, or with respect to services or utilities in connection with the use, occupancy, or operations of the Premises or the Improvements, or on Landlord with respect to the Premises or the Improvements, or on any act of leasing space in the Improvements, or in connection with the business of leasing space in the Improvements, including any tax on rents, whether direct or as a part of any "gross receipts" tax, and whether or not in lieu of, in whole or in part, ad valorem property taxes. Taxes will include, but not be limited to, state and local real-property taxes, levies, and assessments, and any tax, fee, or other excise, however described, that may be levied or assessed in lieu of, or as a substitute, in whole or in part, for, or as an addition to any other taxes, and all other governmental impositions and governmental charges of every kind and nature relating to the Premises or the Improvements, including, but not limited to, any road-user or transportation-system-maintenance fee and any charges or fees measured by trip generation or length, parking spaces, impervious surfaces, buildings, vehicle usage, or similar bases for measurement.

6.2 Payment of Taxes. Throughout the Term, Tenant will pay all Taxes as they become due. If by law any Tax is payable, or may at the option of the taxpayer be paid, in installments, Tenant may pay the same in installments as each installment becomes due and payable, but in any event must do so before any fine, penalty, interest, or cost may be added for nonpayment of any installment or interest. Taxes for the year in which this Lease commences and expires, if applicable, will be prorated between the parties as of the Commencement Date or expiration date as the case may be and, on the Commencement Date, Tenant will pay its pro rata share of the current year's taxes if not deemed exempt.

6.3 Contesting Taxes. If Tenant in good faith desires to contest the validity or the amount of any Tax, Tenant will be permitted to do so by giving to Landlord written notice thereof before commencement of such contest. Landlord will, at Tenant's expense (including reimbursement of attorney fees reasonably incurred by Landlord), cooperate with Tenant in any such contest to the extent that Tenant may reasonably request, but Landlord will not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Tenant, and Tenant will indemnify and save Landlord harmless from any such costs or expenses. Any rebates on account of the Taxes required to be paid and paid by Tenant under the provisions of this Lease will belong to Tenant, except that to the extent any rebates or refunds are related to a period of time in which this Lease is not in effect (either before commencement or after expiration or termination), the portion of the rebate attributable to such time will be returned to Landlord to the extent previously paid by Landlord. Any contest as to the validity or amount of any Tax, or assessed valuation on which the Tax was computed or based, whether before or after payment, may be made by Tenant in the name of Landlord or of Tenant, or both, as Tenant will determine.

6.4 Evidence of Payment. Promptly after payment, but only upon request of Landlord, Tenant will provide Landlord with evidence reasonably satisfactory to Landlord that all Taxes required to be paid by Tenant have been paid.

6.5 Personal-Property Taxes. If not exempt, Tenant must pay before delinquency all taxes assessed against and levied on improvements, fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises, and when possible Tenant must cause said improvements, fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of Landlord.

6.6 Utilities and Services. Tenant will pay, directly to the appropriate supplier, for all water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, and all other utilities and services used by Tenant on the Premises as they become due, together with any taxes thereon, from and after the Commencement Date. Landlord must not be in default hereunder nor be liable in damages or otherwise for any failure or interruption of any utility or other service being furnished to the Premises, and no such failure or interruption will entitle Tenant to terminate this Lease or to abate payment of any portion of Rent due hereunder.

6.7 Real Property taxes. The parties recognize that ORS 307.110 provides that all real property of the State, county or city, or political subdivision of the state, held under a lease or other interest less than fee simple, by a person or entity whose real property is taxable, shall be subject to assessment and taxation for the assessed or specially assessed value thereof uniformly with real property of nonexempt ownerships; and that the an exception in subsection (h) provides that "Property of any county or city, town or other municipal corporation or political subdivision of this state that is used for affordable housing or is leased or rented to persons of lower income for housing pursuant to the public and governmental purposes of the county or city, town or other municipal corporation or political subdivision of this state. For purposes of this paragraph, "affordable housing" and "persons of lower income" have the meanings given those terms in ORS 456.055."; and further that ORS 456.055 provides:

(1) "Affordable housing" means dwelling units that may be purchased or rented, with or without government assistance, by persons of eligible income."

(14) "Person of lower income" or "family of lower income" means a person or a family, residing in this state, whose income is not greater than 80 percent of the area median income, adjusted for family size, as determined by the Housing and Community Services Department using United States Department of Housing and Urban Development information.

Notwithstanding the foregoing, any and all real property taxes which become due and payable are considered additional Rent which shall be fully paid by Tenant.

Article 7
INSURANCE

7.1 Property Insurance. Tenant, at its cost and expense, and risk, in its sole discretion, may keep all Improvements insured against loss or damage by property insurance written on the standard Insurance Services Office (ISO) “special-form” policy, or its nearest equivalent in use at the time. Tenant will obtain endorsements to its special-form policy to maintain the following types of coverage to the extent required by Landlord and available at commercially reasonable rates: (a) flood, (b) earthquake, (c) business interruption, (d) indirect loss, (e) boiler and machinery perils, and (f) ordinance and law. The property insurance must cover the full replacement value of the Improvements (excluding foundation and excavation cost), , and require that all losses are payable to Landlord and Tenant as their interests may appear. Landlord must not be in default hereunder nor be liable in damages or otherwise for any failure of Tenant to keep all Improvements insured. The amount of the insurance policy will be increased from time to time as the full replacement value of the Improvements increases.

7.2 Liability Insurance. Tenant, at its cost and expense, will maintain commercial general liability insurance covering the Premises, the Improvements, and the conduct or operation of its business with limits of loss of at least $2 million combined single-limit coverage for personal injury and property damage. The insurance policy must be primary to any insurance available to Landlord, contain a severability-of-interest or cross-liability clause, include contractual-liability coverage for Tenant’s indemnification obligations contained in this Lease, and name Landlord as an additional insured. Landlord has the right from time to time to increase the amount of liability insurance required under this Lease based on then-current market conditions for properties comparable to the Premises.

7.3 Additional Requirements. Tenant’s insurance carriers must be reputable insurance companies reasonably acceptable to Landlord, licensed to do business in the State of Oregon. Tenant will provide Landlord with certificates of insurance concurrently with the execution of this Lease to establish that Tenant’s insurance obligations have been met and that the policies are not subject to cancellation or material change without at least 30 days advance written notice to Landlord; provided, however, that Landlord reserves the right to inspect and require full copies of all insurance policies to be provided to Landlord.

Article 8
RELEASE AND INDEMNIFICATION

8.1 Release. Tenant is and will be in exclusive control of the Premises and the Improvements, and Landlord will not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or the Improvements, or any injury or damage to the Premises or the Improvements or to any property, whether belonging to Tenant or to any other person, caused by any fire, breakage, leakage, defect, or bad condition on any part of the Premises or the Improvements, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises or the Improvements from the drains, pipes, or plumbing work of the same, or from the street, subsurface, or any place or quarter, or because of the use, misuse, or abuse of all or any of the Improvements, or from any kind of injury that may arise from any other cause whatsoever on the Premises or in or on the Improvements, including defects in construction of the Improvements, latent or otherwise; and Tenant hereby releases Landlord from and against any and all liabilities resulting from any such injuries and damages. Landlord acknowledges that it remains responsible for liability to any third party to the extent that the liability arises from Landlord’s gross negligence or willful misconduct.

8.2 Indemnification. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, charges, and expenses (including, without limitation, reasonable attorney fees and costs at trial and on appeal; environmental response and remedial costs; environmental consultant and laboratory fees; and natural resource damages) that may be imposed on or incurred by or asserted against Landlord by reason of any of the following occurrences during the Term:

(a) Any work or thing done in, on, or about all or any part of the Premises or the Improvements by Tenant or any party other than Landlord;

(b) Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Premises or the Improvements or any adjacent alley, sidewalk, curb, vault, passageway, or space;

(c) Any negligence on the part of Tenant or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees;

(d) Any accident, injury, or damage to any person or property occurring in, on, or about the Premises or the Improvements, even if caused in part by the negligence of Landlord, but only up to the limits of Tenant's liability insurance coverage with respect to any such negligence of Landlord; and

(e) Any failure of Tenant to comply with or to perform any covenant, agreement, term, provision, condition, or limitation that this Lease requires Tenant to comply with or to perform, including without limitation Tenant's compliance with the Legal Requirements and the release of Hazardous Substances in violation of Environmental Laws.

Article 9
LIENS

9.1 No Liens. Tenant will not suffer or permit any construction liens to attach to or be filed against any part the Premises or the Improvements by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Tenant or any person occupying or holding an interest in any part of the Premises or the Improvements. If any such lien is filed against any portion of the Premises or the Improvements, Tenant will cause the same to be discharged of record within 15 days after the date of its filing by payment, deposit, or bond.

9.2 Landlord Right to Post Notices. Landlord will have the right to post and keep posted at all reasonable times on the Premises and the Improvements notices of non-responsibility and any other notices that Landlord desires or is required to post for the protection of Landlord's interest in the Premises and the Improvements from any such lien.

9.3 No Right to Lien Landlord's Interest. Nothing in this Lease may be deemed to be, or be construed in any way as constituting, the consent or request of Landlord, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Premises or to the Improvements, or as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against Landlord's interest in the Premises or against Landlord's interest, if any, in the Improvements. Tenant is not intended to be an agent for the landlord.

Article 10
REPAIRS AND MAINTENANCE

10.1 Tenant Obligation. Tenant must maintain, repair and replace the Premises and the Improvements as and when needed so as to keep them in a clean and attractive condition, and in good condition and repair, throughout the entire Term. Tenant's obligations extend to both structural and nonstructural items and to all maintenance, repair, and replacement work.

10.2 Landlord Obligation. Landlord is not required to furnish to Tenant, the Premises, or the Improvements any facilities, utilities, or services of any kind whatsoever during the Term, such as, but not limited to, water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, or any other utilities or services used by Tenant. Landlord is not required to make any alterations, rebuildings, replacements, changes, additions, improvements, or repairs to any portion of the Premises or the Improvements during the Term.

10.3 Limited Assignment of Rights. Landlord assigns to Tenant, without recourse, any rights that Landlord may have against any parties causing damage to the Improvements on the Premises to sue for and recover amounts expended by Tenant as a result of the damage.

Article 11
SIGNAGE

Tenant is permitted to install signage on the Premises and the Improvements as long as Tenant complies with all applicable Legal Requirements.

Article 12
INSPECTION AND ACCESS

Tenant will permit Landlord or its authorized representative to enter the Premises and the Improvements at all reasonable times during normal business hours for purposes of inspecting them for compliance with the terms of this Lease and making any repairs or performing any work that Tenant has neglected or refused to make in accordance with the terms of this Lease. Nothing in this Lease implies any duty or obligation, however, on Landlord's part to make such inspections or perform such work (including, but not limited to, repairs and other restoration work made necessary because of any fire or other casualty or partial condemnation, irrespective of the sufficiency or availability of any property or other insurance proceeds, or any award in condemnation, that may be payable). Landlord's performance of any work will not constitute a waiver of Tenant's default in failing to perform the same.

Article 13
DAMAGE AND DESTRUCTION

If any Improvements on the Premises are damaged or destroyed by fire or other casualty, Rent will not abate and Tenant must (a) promptly restore the damaged Improvements to substantially the same condition existing before the casualty, or (b) promptly remove all damaged Improvements (including foundations) and leave the Premises in a clean, attractive, and safe condition. The proceeds available from Tenant's property insurance policy (the "Proceeds") must be used for restoring or removing the damaged Improvements as provided above, and any Proceeds not used for such restoration or removal will be delivered to Tenant. If the Proceeds are not sufficient for Tenant to restore or remove the damaged Improvements, Tenant must pay the difference.

Article 14
ASSIGNMENT AND SUBLETTING

14.1 Limitations on Transfers. Except as permitted under sections 14.2 and 16 below, Tenant must not, voluntarily or by operation of law, sell, assign, or transfer this Lease or any interest therein, without the prior written consent of the Landlord, which may be withheld in Landlord's sole discretion, unless Landlord's rights and interests in the Lease are assumed and protected, except Tenant may sublet the Premises or any part thereof, or grant any right to use the Premises, the Improvements, or any respective part thereof (each a "Transfer") without the prior written consent of Landlord.Any attempted Transfer without such prior written consent when required will be void. Landlord's consent to a Transfer will in no event release Tenant, any assignee, or any guarantor from their respective liabilities or obligations under this Lease or any guaranty of this Lease, nor relieve Tenant from the requirement of obtaining Landlord's prior written consent to any further Transfer. If Tenant is a corporation, partnership, limited liability company, or other entity or unincorporated association, then any Transfer of this Lease by merger, consolidation, liquidation, or change in the ownership of or power to vote the majority of the ownership interest of Tenant, will constitute a Transfer for the purposes of this Article.

14.2. Assignments Prohibited. An assignment prohibited within the meaning of this section 14.1 includes, without limitation, one or more sales or transfers, direct or indirect, by operation of law or otherwise, or the creation of new stock or ownership interests, by which the public interest non-profit corporation's assets are transferred to the ownership or control of an individual or privately owned entity or other non-profit corporation, as applicable, as of the Commencement Date.

14.3 Tenant's Right to Sublet. Tenant has the right to sublet portions of the Premises or the Improvements at any time and from time to time, but only for a term or terms that will expire before the expiration of the Term, and subject to the requirements set forth in section 14.4 below.

14.4 Sublease Terms. Each sublease will contain the following terms and conditions:

(a) The sublease will incorporate the terms, conditions, and covenants set forth in, and state that it is subject and subordinate to, this Lease and to any extensions, modifications, or amendments of this Lease, unless Landlord specifically requires that the sublease be prior and superior to this Lease;

14.5 Sublease Copies. Upon written request by Landlord, Tenant will promptly deliver to Landlord complete copies of any and all subleases.

Article 15
LANDLORD MORTGAGES AND SUBORDINATION

15.1 Landlord Mortgages. Landlord may not encumber its interest in the Premises or the Improvements without the prior written consent of Tenant, which consent may be withheld in Tenant's sole discretion

15.2 Subordination. This Lease will at all times be subject and subordinate to any mortgage or deed of trust (an "Encumbrance") now existing or hereafter placed on Landlord's interest in the Premises or the Improvements or any portion thereof, and to any and all modifications, renewals, or extensions of an Encumbrance. Tenant will provide reasonable and timely notice to Landlord prior to Landlord's interest in the Premises and the Improvements in risk of being sold or transferred in connection with the judicial or nonjudicial foreclosure of any Encumbrance, or by deed in lieu of foreclosure.

Article 16
LEASEHOLD MORTGAGES

16.1 Right to Mortgage Leasehold. In addition to any other rights granted and without any requirement to obtain Landlord's consent, Tenant has the right to mortgage or grant a security interest in Tenant's interest in this Lease, the Premises, and the Improvements under one or more leasehold mortgages to one or more Lending Institutions (as defined in section 16.2 below), and to assign this Lease as collateral security for those leasehold mortgages, on the condition that all rights acquired under the leasehold mortgages are subject to every covenant, condition, and restriction set forth in this Lease, and to all rights and interests of Landlord, none of which covenants, conditions, restrictions, rights, or interests is or may be waived by Landlord by reason of the right given to mortgage or grant a security interest in Tenant's interest in this Lease and the Premises and the Improvements, except as expressly provided otherwise.

16.2 Defined Terms. Any mortgage, deed of trust, financing statement, security agreement, or other financing instrument granted by Tenant pursuant to this Article 16 is referred to as a "Permitted Leasehold Mortgage," and the holder of or secured party under a Permitted Leasehold Mortgage is referred to as a "Permitted Leasehold Mortgagee." The

Permitted Leasehold Mortgage that is prior in lien or interest among those in effect is referred to as the "First Leasehold Mortgage," and the holder of or secured party under the First Leasehold Mortgage is referred to as the "First Leasehold Mortgagee." For the purposes of any rights created under this Article, any so-called wraparound lender will be considered a First Leasehold Mortgagee. If a First Leasehold Mortgage and a Permitted Leasehold Mortgage that is second in priority in lien or interest among those in effect are both held by the same Permitted Leasehold Mortgagee, the two Permitted Leasehold Mortgages are collectively referred to as the First Leasehold Mortgage. The term "Lending Institution" means any commercial, national, or savings bank, savings and loan association, trust company, pension trust, foundation, or insurance company, and any other entity, person, corporation, partnership, or otherwise making a loan on the security of Tenant's interest in this Lease or any portion of the Premises or the Improvements.

16.3 Lender Protections. If a Permitted Leasehold Mortgagee sends to Landlord a true copy of its Permitted Leasehold Mortgage, together with written notice specifying the name and address of the Permitted Leasehold Mortgagee, then as long as the Permitted Leasehold Mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to Landlord, the following provisions will apply (in respect of the Permitted Leasehold Mortgage and of any other Permitted Leasehold Mortgages):

(a) This Lease may not be (i) amended or modified, or (ii) terminated or canceled by reason of the exercise of any option or election by Tenant, or by the giving of any notice by Tenant, unless such amendment, modification, termination, or cancellation by Tenant is assented to in writing by the Permitted Leasehold Mortgagee. Any such attempted amendment or modification, termination, or cancellation by Tenant without the Permitted Leasehold Mortgagee's assent is void. Furthermore, no mergers will result from the acquisition by, or devolution upon, any one entity of the fee and the leasehold estates in the Premises or the Improvements.

(b) Upon serving Tenant with any notice under this Lease, whether of default or any other matter, Landlord will simultaneously serve a copy of the notice on the Permitted Leasehold Mortgagee, and no notice to Tenant will be deemed given unless a copy is so served on the Permitted Leasehold Mortgagee in the manner provided in this Lease for giving notices.

(c) In the event of any default by Tenant under this Lease, each Permitted Leasehold Mortgagee has the same period as Tenant has, plus 30 days, after service of notice on it of the default, to remedy or cause to be remedied or commence to remedy and complete the remedy of the default complained of, and Landlord must accept that performance by or at the instigation of the Permitted Leasehold Mortgagee as if the same had been done by Tenant. Each notice of default given by Landlord must state the amount of any Rent that is then claimed to be in default.

(d) If Landlord elects to terminate this Lease because of any default of Tenant, the Permitted Leasehold Mortgagee will have, in addition to the rights granted under the preceding section, the right to postpone and extend the specified date for the termination of this Lease as fixed by Landlord in its notice of termination, for a period of 12 months, as long as the Permitted Leasehold Mortgagee (i) cures or causes to be cured any then-existing defaults in payment of Rent and meanwhile pays the Rent, and (ii) forthwith takes steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Permitted Leasehold Mortgage or otherwise and prosecutes the same to completion with reasonable diligence and continuity. If, at the end of the 12-month period, the Permitted Leasehold Mortgagee is actively engaged in steps to acquire or sell Tenant's interest, the time of the Permitted Leasehold Mortgagee to comply with the provisions of this section will be extended for a period that is reasonably necessary to complete those steps with reasonable diligence and continuity.

(e) Landlord agrees that if this Lease is terminated by reason of any default by Tenant, other than for nonpayment of the Rent and other payments herein provided for, Landlord will enter into a new lease for the Premises and the Improvements with the holder of the then First Leasehold Mortgage on this Lease, or with its nominee or designee, for the remainder of the Term, effective as of the date of the termination, at the Rent and on the other terms and provisions as herein contained and subject only to the same conditions of title as this Lease was subject on the date of the execution hereof, and to the rights, if any, of any parties then in possession of the Premises or any portion thereof, provided as follows: (i) The holder will request the new lease within 30 days after the date of termination of the Lease; (ii) the holder will pay to Landlord at the time of execution and delivery of the new lease all sums as to which the First Leasehold Mortgagee will have been provided with prior notice and which would at the time of execution and delivery thereof be due under this Lease had it not terminated, together with any expenses, including reasonable attorney fees, to which Landlord will have been subjected by reason of the default; (iii) Landlord will not warrant possession of the Premises to the tenant under the new lease; (iv) the new lease will be expressly made subject to the rights, if any, of Tenant under this terminated Lease; (v) tenant under the new lease will have the same right, title, and interest in and to the Premises as Tenant had under this Lease (except as otherwise provided herein); and (vi) the holder will not be obligated to perform any obligations of Tenant hereunder until the holder actually acquires possession of the Premises.

(f) Nothing herein contained will require any holder of a Permitted Leasehold Mortgage or its nominee or designee to cure any default of Tenant arising out of its bankruptcy, insolvency, reorganization, or other proceeding under the bankruptcy or insolvency laws of the United States or the State of Oregon or otherwise.

(g) Landlord agrees to amend this Lease from time to time to the extent reasonably requested by a Lending Institution proposing to make Tenant a loan secured by a Permitted Leasehold Mortgage, as long as such proposed amendments do not materially and adversely affect the rights, obligations, or liabilities of Landlord or Landlord’s interest in the Premises or the Improvements. All reasonable expenses Landlord incurs in connection with any such amendment will be paid by Tenant.

(h) Landlord agrees that the name of the Permitted Leasehold Mortgagee may be added to the “loss payable endorsement” of any or all insurance policies required to be carried by Tenant.

Article 17
ESTOPPEL CERTIFICATE

Within 15 days after a request is made by a party, the other party will, without charge, give a certification in writing to any person, firm, or corporation reasonably specified by the requesting party stating (a) that this Lease is then in full force and effect and unmodified, or if modified, stating the modifications; (b) that Tenant is not in default in the payment of Rent to Landlord, or if in default, stating the default; (c) that as far as the maker of the certificate knows, neither party is in default in performing or observing any other covenant or condition to be performed or observed under this Lease, or if either party is in default, stating the default; (d) that as far as the maker (if Landlord) of the certificate knows, no event has occurred that authorized, or with the lapse of time will authorize, Tenant to terminate this Lease, or if such an event has occurred, stating the event; (e) that as far as the maker of the certificate knows, neither party has any offsets, counterclaims, or defenses, or, if so, stating them; (f) the dates to which Rent has been paid; and (g) any other matters that may be reasonably requested by the requesting party.

Article 18
DEFAULT

The occurrence of any one or more of the following constitutes an event of default under this Lease:

(a) Failure by Tenant to pay Rent or any other amount required to be paid by Tenant to Landlord under this Lease within 10 days after written notice of such nonpayment is given to Tenant; provided, however, that Landlord is not required to give Tenant more than one such notice in any consecutive 12-month period. After giving the first such notice to Tenant during a consecutive 12-month period, Tenant will be deemed in default under this Lease for failure to pay Rent or any other amount within 10 days after the same becomes due, without notice or opportunity to cure;

(b) Failure by Tenant to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 days after written notice thereof is given to Tenant;

(c) Failure by Tenant, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than as set forth in subsections (a) and (b) above) and such failure continues and is not remedied within 30 days after written notice thereof is given to Tenant; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Tenant begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 days after Landlord's notice is given to Tenant;

(d) Tenant becomes insolvent; Tenant makes an assignment for the benefit of creditors; Tenant files a voluntary petition in bankruptcy; Tenant is adjudged bankrupt or a receiver is appointed for Tenant's properties; the filing of any involuntary petition of bankruptcy and Tenant's failure to secure a dismissal of the petition within 75 days after filing; or the attachment of or the levying of execution on the leasehold interest and Tenant's failure to secure discharge of the attachment or release of the levy of execution within 30 days.

Article 19
REMEDIES

19.1 Remedies. Upon the occurrence of an event of default, Landlord may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

(a) Landlord may terminate this Lease by written notice to Tenant.

(b) Landlord or Landlord's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises and the Improvements, to the end that Landlord may have, hold, and enjoy the Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE PREMISES OR THE IMPROVEMENTS BY LANDLORD WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO TENANT.

(c) Landlord may, without terminating the Lease, relet the whole or any part of the Premises and the Improvements from time to time, either in the name of Landlord or otherwise, to any persons, for any terms ending before, on, or after the expiration date of the Term, at any rentals and on any other conditions (including concessions and free rent) that Landlord determines to be appropriate. To the extent allowed under Oregon law, Landlord will have no obligation to relet all or any part of the Premises or the Improvements and will not be liable for refusing to relet the Premises or the Improvements, or, in the event of reletting, for refusing or failing to collect any rent due on such reletting; and any action of Landlord will not operate to relieve Tenant of any liability under this Lease or otherwise affect such liability. Landlord at its option may make any physical change to the Premises or the Improvements that Landlord, in its sole discretion, considers advisable and necessary in connection with any reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting Tenant's liability.

(d) Whether or not Landlord retakes possession of or relets the Premises and the Improvements, Landlord has the right to recover its damages, including without limitation all Rent, all legal expenses, all costs incurred by Landlord in restoring the Premises or otherwise preparing the Premises and the Improvements for reletting, and all costs incurred by Landlord in reletting the Premises and the Improvements.

(e) To the extent permitted under Oregon law, Landlord may sue periodically for damages as they accrue without barring a later action for further damages.

19.2 Landlord's Self-Help Right. If Tenant at any time (a) fails to pay any Tax in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Tenant (or without notice in the event of an emergency) and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or from any default by Tenant and without waiving Landlord's right to take any action that is permissible under this Lease as a result of the default, Landlord may, but is under no obligation to, (i) pay any Tax or make any other payment required of Tenant under this Lease, and (ii) perform any other act on Tenant's part to be made or performed as provided in this Lease, and may enter the Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by Landlord and all costs and expenses incurred by Landlord, including reasonable attorney fees, in connection with the performance of any such act will constitute additional rent payable by Tenant under this Lease and must be paid to Landlord on demand.

19.3 No Waiver. No failure by Landlord to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Tenant, and no breach by Tenant, may be waived, altered, or modified except by a written instrument executed by Landlord. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

19.4 Remedies Cumulative and Nonexclusive. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and Landlord's or Tenant's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Article 20
SALE BY LANDLORD AND LIMITATION OF LANDLORD'S LIABILITY

20.1 Sale by Landlord. If the original Landlord under this Lease, or any successor owner of the Premises, sells or conveys the same, and the new owner assumes the obligations of Landlord under this Lease, all liabilities and obligations on the part of the original Landlord or the successor owner under this Lease accruing thereafter will terminate, and thereupon all such liabilities and obligations will be binding on the new owner. Tenant agrees to attorn to the new owner.

20.2 Nonrecourse Obligation. Tenant agrees that, regarding any claim against Landlord, including any claim of default by Landlord under this Lease or in any claim or cause of action arising under this Lease or arising out of the landlord-tenant relationship created by this Lease, the sole and exclusive remedy of Tenant will be against the interests of Landlord in the Premises and its reversionary interest in the Improvements and Landlord will have no other liability hereunder. Tenant will not enforce any judgment against Landlord except against the interest of Landlord in the Premises and its reversionary interest in the Improvements. In no event will any shareholder, member, partner, officer, employee, or agent of Landlord have any personal liability to Tenant. Tenant agrees that this provision will apply to any and all liabilities, claims, and causes of action whatsoever, including those based on any provision of this Lease, any implied covenant, or any statute or common-law principle. Notwithstanding any other provision of this Lease, in no event whatsoever will Landlord be responsible for any consequential or incidental damages or for any action that Landlord believes in good faith is necessary to comply with Legal Requirements with respect to the Premises or the Improvements.

Article 21
SURRENDER AND HOLDOVER

21.1 Condition of Premises and Improvements. Upon expiration of the Term or earlier termination of this Lease, Tenant will deliver all keys to Landlord and surrender the Premises and the Improvements in good condition and repair and broom clean (reasonable wear and tear excepted), free and clear of all occupancies other than subleases to which Landlord has specifically consented and free and clear of all liens and encumbrances other than those, if any, existing on the date of this Lease or created or suffered by Landlord. Tenant's obligations under this Article will be subject to the provisions of Article 13 relating to damage or destruction.

21.2 Tenant's Property. Before the expiration or earlier termination of this Lease, Tenant will remove all furnishings, furniture, and trade fixtures that remain Tenant's property (the "Tenant's Property"). If Tenant fails to do so, at Landlord's option, (a) the failure to remove Tenant's Property will be deemed an abandonment of Tenant's Property, and Landlord may retain Tenant's Property and all rights of Tenant with respect to it will cease; or (b) by written notice given to Tenant, Landlord may elect to hold Tenant to Tenant's obligation of removal, in which case Landlord may effect the removal, transportation, and storage of Tenant's Property and Tenant will reimburse Landlord for the costs incurred in connection therewith on demand.

21.3 Holding Over. If Landlord consents to Tenant holding over, either party may thereafter terminate the tenancy at any time on 30 days' advance written notice to the other party.

Any holding over after the expiration of the Term without the written consent of Landlord will be construed as a tenancy at sufferance (which Landlord may terminate at any time without notice) and Tenant will be liable for any and all damages resulting from such unauthorized holdover (including, but not limited to, any and all damages that Landlord is required to pay a new tenant for failing to timely deliver any portion of the Premises or the Improvements).

Article 22
CONDITION OF PREMISES

Tenant acknowledges that it has or will examine the physical condition of the Premises and terminate this Lease under section 2.2.1 if Tenant is not satisfied with the physical condition of the Premises (including whether the Premises contains any Hazardous Substances or fails to comply with any Environmental Laws) and as a result agrees to accept the Premises in "as-is" condition, with all faults. Tenant further acknowledges that no representations or warranties regarding the condition of the Premises have been made by Landlord or any agent or person acting for Landlord.

Article 23
QUIET ENJOYMENT

On paying the Rent and adhering to all covenants, agreements, and conditions of this Lease, Tenant will have quiet enjoyment of the Premises during the Term without hindrance or disturbance by any person claiming by, through, or under Landlord, subject, however, to the Permitted Exceptions.

Article 24
NOTICES

24.1 Notice Parties and Means of Delivery. Any notice required, including an annual confirmation of Tenant's current address during the month of January of each year, or permitted by the terms of this Lease will be deemed given if delivered personally, sent by United States registered or certified mail, postage prepaid, return receipt requested, or sent by fax with electronic confirmation of fax receipt, and addressed as follows:

If to Landlord:	City of Toledo
Attn:	Judy Richter, City Manager
	PO Box 220
	Toledo, OR 97391
With a copy to:	City of Toledo
	Rod Cross, Mayor
	PO Box 220
	Toledo, OR 97391
If to Tenant:	Northwest Coastal Housing
Attn:	Sheila Stiley, Executive Director
	7450 NE Avery Suite A
	Newport, OR 97365
With a copy to:	Northwest Coastal Housing
Attn:	Trevor Brittsan, President
	PO Box 1457
	Newport, OR 97365

24.2 Duplicate Notice to Permitted Leasehold Mortgagees. A copy of each notice from Landlord to Tenant must be contemporaneously delivered to each Permitted Leasehold Mortgagee who previously delivered to Landlord its name and address and the other items required by section 16.3 above.

24.3 Copies of Certain Notices to Tenant. Tenant will immediately send to Landlord, in the manner prescribed in this Article, copies of all notices that Tenant gives to or receives from any Permitted Leasehold Mortgagee as well as copies of all notices that it receives with respect to the Premises or the Improvements from any government authority, fire regulatory agency, or similarly constituted body, and copies of its responses to those notices.

24.4 Failure to Notify of Change of Address or Refusal to Accept a Notice. Notwithstanding anything in this Article to the contrary, any notice mailed to the last-designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease or this Article will not be deemed ineffective if actual delivery cannot be made because of a change of address of the person or party to which the notice is directed or the failure or refusal of such a person or party to accept delivery of the notice.

Article 25
OPTION TO PURCHASE

25.1 Grant of Purchase Option. At the expiration of the Term, and if Tenant is not then in default under this Lease, Tenant will have the option, but not the obligation, to acquire the Premises and the Improvements from Landlord for the agreed-upon purchase price of $_______ (the "Purchase Option").

25.2 Exercise of Purchase Option. Tenant may exercise the Purchase Option by giving Landlord written notice of Tenant's election to exercise the Purchase Option not earlier than 180 days or later than 90 days before the expiration of the Term. The acquisition must be closed on or before the expiration of the Term.

25.3 Closing on Purchase. If Tenant exercises the Purchase Option in accordance with the terms of this Lease, Landlord will, by means of a statutory special warranty deed, convey title to the Premises and the Improvements to Tenant, free and clear of all liens and encumbrances except for the Permitted Exceptions (excluding any mortgages or deeds of trust granted by Landlord or any predecessor in title) and any liens or encumbrances Tenant caused or permitted to attach to the Premises or the Improvements, or to Tenant's interest in the Premises or the Improvements, since the Commencement Date. Landlord will furnish Tenant with a standard owner's title-insurance policy issued by a reputable title insurance company, selected by Landlord and approved by Tenant, which approval may not be unreasonably withheld. The title-insurance policy will contain only the standard printed exceptions and the exceptions permitted in the special warranty deed (as provided above). Landlord will pay the premium for the title-insurance policy and the title-insurance policy must be delivered to Tenant within a reasonable period of time after the closing. Proration of taxes and other customary adjustments must be made as of the closing date of the conveyance, if necessary given Tenant's obligations under the Lease. The closing must be in escrow at a reputable escrow company selected by Tenant and approved by Landlord, which approval will not be unreasonably withheld. The escrow fee and closing costs will be shared equally by the parties. Before closing on the exercised option, Tenant will cooperate with Landlord in Landlord's efforts, if any, to achieve a tax-free exchange of the subject property.

25.4 Statutory Disclosure. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010,

TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Article 26
MISCELLANEOUS

26.1 Survival. All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

26.2 Invalidity. If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

26.3 Force Majeure. If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any Legal Requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

26.4 Nonmerger. There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease, the leasehold estate created by this Lease, or any interest in this Lease, may be held, directly or indirectly, by or for the account of any person who owns the fee estate in the Premises or any interest in such fee estate. No merger will occur unless and until all persons having an interest in the fee estate in the Premises and all persons (including all Permitted Leasehold Mortgagees) having an interest in this Lease, or in the leasehold estate created by this Lease, join in a written instrument effecting the merger and duly record the same.

26.5 Costs and Attorney Fees. If any suit, action, arbitration, or other proceeding of any nature whatsoever, including (without limitation) any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action seeking a declaration of rights or an action for rescission, is instituted to interpret or enforce this Lease or any provision of this Lease, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees as well as reasonable fees for paralegals, accountants, and other experts and professionals and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with the proceeding, including (without limitation) deposition and expert fees and costs incurred in creating exhibits and reports, as determined by the judge or arbitrator at trial or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

26.6 Entire Agreement; Counterparts. This Lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Tenant and Landlord mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease. This Lease may be executed in any number of counterparts, including by fax signatures, each of which will constitute an original, but all of which will constitute one Lease.

26.7 Applicable Law. This Lease will be governed by, and construed in accordance with, the laws of the State of Oregon.

26.8 Brokerage. Landlord and Tenant represent to each other that they have not employed any brokers in negotiating and consummating the transaction set forth in this Lease, but have negotiated directly with each other.

26.9 Binding Effect. The covenants and agreements contained in this Lease are binding on and inure to the benefit of Landlord, Tenant, and their respective successors and assigns.

26.10 Recordation of Lease. Landlord may elect that a copy of this Lease or a memorandum of it, executed and acknowledged by both parties, be recorded in the public records of Lincoln County, Oregon.

26.11 Time Is of the Essence. Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

26.12 Interpretation. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon must be given equal weight, and there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. Landlord and Tenant acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

26.13 Headings, Captions, and References. The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term “Herein” refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

26.14 Relationship of Parties. Nothing contained in this Lease is to be deemed or construed, either by the parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Landlord and Tenant.

26.15 USA PATRIOT Act Compliance. Tenant represents to Landlord that Tenant is not (and is not engaged in this transaction on behalf of) a person or entity with which Landlord is prohibited from doing business pursuant to Antiterrorism Laws. “Antiterrorism Laws” means any law, regulation, or executive order pertaining to national security and specifically includes, but is not limited to, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the PATRIOT Act) (Pub L 107-56, 115 Stat 272); the Bank Secrecy Act (31 USC § 5311 *et seq.*); the Trading with the Enemy Act (50 USC App § 1 *et seq.*); the International Emergency Economic Powers Act (50 USC §§ 1701–1706); sanctions and regulations promulgated pursuant thereto by the Office of Foreign Assets Control, as well as laws related to the prevention and detection of money laundering in 18 USC sections 1956 to 1957. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney fees and costs at trial and on appeal) arising from or related to any breach of the foregoing warranty, representation, and certification. Following a Transfer, Tenant will cause the transferee (including, but not limited to, an assignee, subtenant, and licensee), for the benefit of

Landlord, to reaffirm, on behalf of such transferee, the representations of, and to otherwise comply with the obligations set forth in this section 26.15, and it is reasonable for Landlord to refuse to consent to a Transfer in the absence of such reaffirmation and compliance.

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be executed by their duly authorized representatives as of the day and year first written above.

LANDLORD:
City of Toledo, an Oregon Municipal Corporation

____
By: Judy Richter, City Manager

Dated: ________________________

TENANT:
Northwest Coastal Housing, an Oregon Domestic Non-Profit Corporation

/s/_________________________,
By: Sheila Stiley, Executive Director

Dated: ________________________

EXHIBIT A
Property

A portion of Tax Lot 800 on Lincoln County Assessor's Map 11-10-17-00, but more particularly defined as Parcel 1 of Partition Plat No. _____, consisting of approximately 71,523 square feet, recorded in Lincoln County Deed Records, Document No. ________ , on this ___ day of ______, 2023, subject to:

1. The right-of-way easement in favor of Benton-Lincoln Electric Corporation (Consumers Power, Inc.), recorded in Book 192, Page 479, Lincoln County Deed Records, on July 27, 1949;

2. City of Toledo waterline easement, recorded in Book 3, Page 459, Lincoln County Deed Records, on October 31, 1962; and

3. City of Toledo sewerline easement, marked on the survey of the partition plat referenced above, which is established by said survey; and

4. Any and all easements, restrictions and other documents of record.

EXHIBIT B
Site Plan

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

	Meeting Date:	Agenda Topic:
	February 15, 2023	Approve an Intergovernmental Agreement with the City of McMinnville to protect against a dual-office holding allegation being made against the Municipal Court Judge
Council Goal:	**Agenda Type:**	
Not Applicable	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
City Attorney Mike Adams	City Manager Judy Richter	City Manager Judy Richter

Recommendation:
Motion to approve the Intergovernmental Agreement with the City of McMinnville.

Background:
ORS 221.355 expressly provides that one City may enter into an intergovernmental agreement (IGA) with another City for the provision of judicial services. ORS 221.355 further provides that such exercise of jurisdiction under an IGA shall not constitute the holding of more than one office in violation of Article II, Section 10 of the Oregon Constitution. The City of Toledo pays Judge Arnold W. Poole a flat fee as an independent contractor as its Municipal Court Judge. The City of Lincoln City has recently hired Judge Poole as its new Municipal Court Judge. In the Circuit Court for Columbia County, Oregon, a sitting municipal court judge has been challenged as being in violation of the dual office holding prohibition in the Oregon Constitution and CIS is defending. An IGA pursuant to ORS 221.335 will protect the Judge from allegations of "dual office holding" under the Constitution.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	**2022-2023**	**N/A**

Attachments:
1. Intergonvernmental agreement

INTERGOVERNMENTAL AGREEMENT
FOR MUNICIPAL COURT JUDGE
The City of McMinnville, Oregon and the City of Toledo, Oregon

This Agreement is entered into this ________ day of ____________________________, 2023 by and between **THE CITY OF MCMINNVILLE**, Oregon, and **THE CITY OF TOLEDO**, Oregon.

RECITALS

A. ORS 190.010 permits units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has authority to perform; and

B. ORS 221.355 expressly provides that one City may enter into an intergovernmental agreement with another City for the provision of judicial services; and

C. ORS 221.355 further provides that such exercise of jurisdiction under an intergovernmental agreement shall not constitute the holding of more than one office in violation of Article II, Section 10 of the Oregon Constitution; and

D. The City of Toledo pays Judge Arnold W. Poole ("the Judge") a flat fee as an independent contractor as its Municipal Court Judge; and

E. The City of McMinnville has since hired a new Municipal Court Judge, Judge Poole; and

F. In the Circuit Court for Columbia County, Oregon, a sitting municipal court judge has been challenged as being in violation of the dual office holding prohibition in the Oregon Constitution. CIS is defending; and

G. An Intergovernmental Agreement pursuant to ORS 221.335 will protect the Judge from allegations of "dual office holding" under the Constitution.

NOW, THEREFORE, in consideration for the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **DURATION.** [ORS 190.020(1)(e)]. This Agreement shall be effective upon approval and execution by both City of McMinnville and the City of Toledo. The term of this Agreement shall commence December 1, 2022 and shall terminate on November 30, 2027, unless administratively extended in writing as provided for herein. The McMinnville City

Manager may extend this Agreement by twelve (12) months by indicating in writing to the City of Toledo that an extension of the Agreement is sought under the same terms and conditions of this Agreement. The extension shall also be effective upon receipt of a document from an authorized representative of the City of Toledo that the City of Toledo agrees to the extension under the same terms and conditions.

3. **FUNCTIONS OR ACTIVITIES.** [ORS 190.020(1)]. The City of Toledo shall make available to the City of McMinnville, its independent contractor, not employee, Arnold W. Poole (the Judge) to act as Municipal Court Judge for the City of McMinnville on those dates and at those times as are agreed upon between the Judge and the City of McMinnville, provided such dates and times do not conflict with the City of Toledo Municipal Court proceedings. The Judge's calendar shall be accordingly coordinated through the respective Municipal Court Clerks. Generally, in Toledo, Municipal Court in conducted the 4th Thursday of each month (about one 3 hour period per month).

The Toledo Municipal Court Judge providing services to McMinnville pursuant to this Agreement shall have all judicial jurisdiction, authority, powers, functions, and duties of the Municipal Court of the City of McMinnville under the Charter and laws of McMinnville with respect to any and all violations of the Charter, Oregon Statutes, or City ordinances.

4. **PAYMENT.** [ORS 190.020(1)(a)]. The City of McMinnville pays the Judge directly as a contract employee, for an average estimated 15 hours per week. In addition, the City of McMinnville will report hours worked for the City of McMinnville to PERS and make any PERS payment, if any, required based on the Judge's eligibility based on the aggregate number of hours worked in different jurisdictions. The City of McMinnville is not responsible for payment to PERS for hours worked in other jurisdictions. Notwithstanding the above, it is the Judge's responsibility to ensure that all employers are reporting / paying PERS should his aggregate hours of service qualify. However, notwithstanding the preceding sentence, the City of Toledo will continue to pay the Judge as an independent contractor. No payment shall be required to the City of Toledo from the City of McMinnville. The City of Toledo and the City of McMinnville reserve the right to negotiate and amend their respective and separate employment contracts and /or terms with the Judge without the consent of the other City.

5. **REVENUE.** [ORS 190.020(1)(b)]. All fines, costs, assessments, receipts, and forfeited security deposits collected shall be paid to the respective prosecuting city, as shall be disbursed as required by statute. No revenues are contemplated to be shared. There are no revenues expected to be derived pursuant to this Agreement which need to be apportioned between the parties.

6. **PERSONNEL.** [ORS 190.020(1)(c)]. No employees will be transferred pursuant to this Agreement but the Parties consent and agree to the Judge performing services under this Agreement for both jurisdictions. The parties will separately contract as an independent contractor / employ the Judge under terms and conditions to be agreed upon by the

respective parties. With the exception of any hours of PERS eligible work, the parties are not required to share information.

The City of Toledo and the City of McMinnville remain subject employers under ORS Chapter 656, and shall procure and maintain current valid workers compensation insurance coverage for all subject workers throughout the period of this Agreement as required by law. This Agreement does not change the status of any employee, independent contractor or officer of the respective Cities.

7. **REAL OR PERSONAL PROPERTY.** [ORS 190.020(1)(d)]. There shall be no transfer of title or possession to any real or personal property pursuant to this Agreement.

8. **TERMINATION.** [190.020(1)(f)]. This Agreement may be terminated by mutual consent by both parties; or unilaterally by either party at any time, upon ninety (90) days notice in writing, and delivered by certified mail or personal service.   Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

9. **INDEMNITY / HOLD HARMLESS.**

9.1 Subject to the limitations of the Oregon Constitution, and the Oregon Tort Claims Act, the City of McMinnville shall hold harmless, defend and indemnify the City of Toledo from any and all claims, demands, damages or injuries that anyone may have or assert by reason of any error, act or omission of Party for claims arising out of or in any way associated with the Judge in the performance of the Judge's duties as Municipal Court Judge for the City of McMinnville. Subject to the limitation sof the Oregon Constitution and the Oregon Tort Claims Act, the City of Toledo shall hold harmless, defend and indemnify the City of McMinnville from all claims, demands, damages or injuries that anyone may have or assert by reason of any error, act or omission of Party for claims arising out of or in any way associated with the Judge in the performance of the Judge's duties as Municipal Court Judge for the City of Toledo. The Parties shall not be held responsible for any claims, actions, costs, judgments or other damages, directly and proximately caused by the criminal or wanton acts of the other Party's employees or the negligence of such employees. Such indemnification shall also cover claims brought against any Party under state or federal employees' compensation laws. It is the intention of the parties, to be solely responsible for the actions of the Judge acting with full judicial power of the respective Cities within or for their local jurisdiction pursuant to this Agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

9.2 A Party nor any attorney engaged by a party may not defend a claim in the name of another party, nor purport to act as legal representative of the other Party without consent of the other Party's attorney. Parties may not settle any claim on behalf of another Party without the approval of the other Party.

9.3 The Parties agree that they are not agents of each other and are not entitled to statutory indemnification and defense under ORS 30.285 and ORS 30.287.

10. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS.** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

City of McMinnville
Attn: Jeff Towery, City Manager
230 NE 2nd Street
McMinnville, OR 97128
Phone: (503) 434-7302
Jeff.Towery@mcminnvilleoregon.gov

City of Toledo
Attn: Judy Richter, City Manager
P.O. Box 220
Toledo, Oregon 97391
Phone: 541-336-2247
judy.richter@cityoftoledo.org

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made to the names and addresses of the person to whom notices, bills, and payments are to be given by providing notice pursuant to this paragraph.

11. **MERGER.** This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) duplicate originals, either as individuals, or by their officers, thereunto duly authorized.

Dated this _________ day of ____________________________, 2023.

City of McMinnville, Oregon	**City of Toledo, Oregon**
By:_______________________________________	By:__________________________________
Remy Drabkin, Mayor	Rod Cross, Mayor
Approved as to Form:	Approved as to Form:
_______________________________________	__________________________________
City Attorney	City Attorney

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

	Meeting Date:	Agenda Topic:
	February 15, 2023	Approve an Intergovernmental Agreement with Lincoln City to protect against a dual-office holding allegation being made against the Municipal Court Judge
Council Goal:	**Agenda Type:**	
Not Applicable	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
City Attorney Mike Adams	City Manager Judy Richter	City Manager Judy Richter

Recommendation:
Motion to approve the Intergovernmental Agreement (IGA) with Lincoln City.

Background:
The City Council previously approved this contract on January 18, 2023. After the Mayor signed the IGA, Lincoln City changed its signature block, from the Mayor, to the City Manager, pursuant to Lincoln City Municipal Code 4.04.010.B. Otherwise, this is identical to the previous version. It is best practice to have placed it on the agenda to ensure the Council is seeing, approving and signing the exact version executed by Lincoln City.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	**2022-2023**	**N/A**

INTERGOVERNMENTAL AGREEMENT
FOR MUNICIPAL COURT JUDGE
The City of Lincoln City, Oregon and the City of Toledo, Oregon

This Agreement is entered into this _____ day of December, 2022 by and between **THE CITY OF LINCOLN CITY**, Oregon, and **THE CITY OF TOLEDO**, Oregon.

RECITALS

A. ORS 190.010 permits units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has authority to perform; and

B. ORS 221.355 expressly provides that one City may enter into an intergovernmental agreement with another City for the provision of judicial services; and

C. ORS 221.355 further provides that such exercise of jurisdiction under an intergovernmental agreement shall not constitute the holding of more than one office in violation of Article II, Section 10 of the Oregon Constitution; and

D. The City of Toledo pays Judge Arnold W. Poole ("the Judge") a flat fee as an independent contractor as its Municipal Court Judge; and

E. The City of Lincoln City is recruiting for a new Municipal Court Judge and is interested in hiring Judge Poole; and

F. In the Circuit Court for Columbia County, Oregon, a sitting municipal court judge has been challenged as being in violation of the dual-office holding prohibition in the Oregon Constitution. CIS is defending; and

G. An Intergovernmental Agreement pursuant to ORS 221.335 will protect the Judge from allegations of "dual office holding" under the Constitution.

NOW, THEREFORE, in consideration for the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **DURATION.** [ORS 190.020(1)(e)]. This Agreement shall be effective upon approval and execution by both City of Lincoln City and the City of Toledo. The term of this Agreement shall commence January 1, 2023 and shall terminate on December 31, 2027, unless administratively extended in writing as provided for herein. The Lincoln City Manager may extend this Agreement by twelve (12) months by indicating in writing to the City of Toledo that an extension of the Agreement is sought under the same terms and conditions of this

Agreement. The extension shall be effective upon receipt of a document from an authorized representative of the City of Toledo that the City of Toledo agrees to the extension under the same terms and conditions.

3. **FUNCTIONS OR ACTIVITIES.** [ORS 190.020(1)]. The City of Toledo shall make available to the City of Lincoln City, its independent contractor, not employee, Arnold W. Poole (the Judge) to act as Municipal Court Judge for the City of Lincoln City on those dates and at those times as are agreed upon between the Judge and the City of Lincoln City, provided such dates and times do not conflict with the City of Toledo Municipal Court proceedings. The Judge's calendar shall be coordinated through the respective Municipal Court Clerks. Generally, in Toledo, Municipal Court in conducted the fourth Thursday of each month (about one 3 hour period per month). Generally, Lincoln City will hold Court on two Tuesdays during the month (about 16 hours per month).

The Toledo Municipal Court Judge providing services to Lincoln City pursuant to this Agreement shall have all judicial jurisdiction, authority, powers, functions, and duties of the Municipal Court of the City of Lincoln City under the Charter and laws of Lincoln City with respect to any and all violations of the Charter, Oregon Statutes, or City ordinances.

4. **PAYMENT.** [ORS 190.020(1)(a)]. The City of Lincoln City will pay the Judge directly as a contract employee, at an agreed upon salary for a minimum sixteen (16) hours per month with an agreed upon hourly rate for additional work. In addition, Lincoln City will report hours worked for Lincoln City to PERS and make any required PERS payment, if any, based on the Judge's eligibility based on the aggregate number of hours worked in different jurisdictions. Lincoln City shall not be responsible to pay PERS benefits for hours worked in other jurisdictions. Notwithstanding the above, it is the Judge's responsibility to ensure that all employers are reporting / paying PERS should his aggregate hours of service qualify. However, notwithstanding the preceding sentence, the City of Toledo will continue to pay the Judge as an independent contractor and does not pay into PERS. No payment shall be required to the City of Toledo from the City of Lincoln City, nor to the City of Lincoln City from the City of Toledo. The City of Toledo and the City of Lincoln City reserve the right to negotiate and amend their respective and separate employment contracts and /or terms with the Judge without the consent of the other City.

5. **REVENUE.** [ORS 190.020(1)(b)]. All fines, costs, assessments, receipts, and forfeited security deposits collected shall be paid to the respective prosecuting city, as shall be disbursed as required by statute. No revenues are contemplated to be shared. There are no revenues expected to be derived pursuant to this Agreement which need to be apportioned between the parties.

6. **PERSONNEL.** [ORS 190.020(1)(c)]. No employees will be transferred pursuant to this Agreement but the Parties consent and agree to the Judge performing judicial services under this Agreement for both jurisdictions. The parties will separately contract / employ the

Judge under terms and conditions to be agreed upon by the respective parties. With the exception of any hours of PERS eligible work, the parties are not required to share information.

The City of Toledo and the City of Lincoln City remain subject employers under ORS Chapter 656, and shall procure and maintain current valid workers compensation insurance coverage for all subject workers throughout the period of this Agreement. This Agreement does not change the status of any employee, contractor or officer of the respective Cities.

7. **REAL OR PERSONAL PROPERTY.** [ORS 190.020(1)(d)]. There shall be no transfer of title or possession to any real or personal property pursuant to this Agreement.

8. **TERMINATION.** [190.020(1)(f)]. This Agreement may be terminated by mutual consent by both parties; or unilaterally by either party at any time, upon ninety (90) days' notice in writing, and delivered by certified mail or personal service. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

9. **INDEMNITY / HOLD HARMLESS.**

9.1 Subject to the limitations of the Oregon Constitution, and the Oregon Tort Claims Act, the City of Lincoln City shall hold harmless, defend and indemnify the City of Toledo from any and all claims, demands, damages or injuries that anyone may have or assert by reason of any error, act or omission of Party for claims arising out of or in any way associated with the Judge in the performance of the Judge's duties as Municipal Court Judge for the City of Lincoln City. Subject to the limitations of the Oregon Constitution, and the Oregon Tort Claims Act, the City of Toledo shall hold harmless, defend and indemnify the City of Lincoln City from all claims, demands, damages or injuries that anyone may have or assert by reason of any error, act or omission of Party for claims arising out of or in any way associated with the Judge in the performance of the Judge's duties as Municipal Court Judge for the City of Toledo. The Parties shall not be held responsible for any claims, actions, costs, judgments or other damages, directly and proximately caused by the criminal or wanton acts of the other Party's employees or the negligence of such employees. Such indemnification shall also cover claims brought against any Party under state or federal employees' compensation laws. It is the intention of the parties, to be solely responsible for the actions of the Judge acting with full judicial power of the respective Cities within or for their local jurisdiction pursuant to this Agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

9.2 A Party nor any attorney engaged by a party may not defend a claim in the name of another party, nor purport to act as legal representative of the other Party without consent of the other Party's attorney. Parties may not settle any claim on behalf of another Party without the approval of the other Party. The Parties may, at their election and expense, assume their own defense and settlement in the event the Party determines the other is not adequately defending the other's interests, or that an important governmental principle is at issue and the respective Party desires to assume its own defense.

9.3 The Parties agree that they are not agents of each other and are not entitled to statutory indemnification and defense under ORS 30.285 and ORS 30.287

10. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS.** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

City of Lincoln City
Attn: Daphnee Legarza, City Manager
P.O. Box 50
Lincoln City, Oregon 97367
Phone: 541-996-1200
Fax: 541-994-7232
dlegarza@lincolncity.org

City of Toledo
Attn: Judy Richter, City Manager
P.O. Box 220
Toledo, Oregon 97391
Phone: 541-336-2247
judy.richter@cityoftoledo.org

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made to the names and addresses of the person to whom notices, bills, and payments are to be given by providing notice pursuant to this paragraph.

12. **MERGER.** This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) duplicate originals, either as individuals, or by their officers, thereunto duly authorized.

Dated this __________ day of ____________________________, 2023.

City of Lincoln City, Oregon	**City of Toledo, Oregon**
By:_______________________________	By:_______________________________
Daphnee Legarza, City Manager [per LCMC 4.04.010.B.]	Rod Cross, Mayor
Approved as to Form:	Approved as to Form:
___________________________________	___________________________________
City Attorney	City Attorney

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

<table>
<tr><td rowspan="2"></td><th>Meeting Date:</th><th>Agenda Topic:</th></tr>
<tr><td>February 15, 2023</td><td rowspan="3">Interview and consideration of appointment to fill vacancy on the City Council</td></tr>
<tr><th>Council Goal:</th><th>Agenda Type:</th></tr>
<tr><td>Not Applicable</td><td>Decision Items</td></tr>
<tr><th>Prepared by:</th><th>Reviewed by:</th><th>Approved by:</th></tr>
<tr><td>City Recorder L. Figueroa</td><td>City Manager Judy Richter</td><td>City Manager Judy Richter</td></tr>
</table>

Recommendation:
Staff makes no recommendation. Council may make a motion to appoint an individual to fill the [unexpired term] vacancy on the City Council or Council may keep the recruitment open.

Background:
The City Council recently opened recruitment to fill a vacancy on the Council. The Council extended the recruitment period and Staff received one application, which is included with this packet. An interview of the applicant is scheduled at the beginning of the meeting and the appointment will be considered under decision items.

The term will expire near the end of 2024.

Fiscal Impact:	Fiscal Year:	GL Number:
N/A	**2022-2023**	**N/A**

Attachment:
1. Application
2. Interview questions

Toledo City Council
Volunteer Application

Thank you for your interest in serving on the City Council! Fill out the application, including the statement of reasons as to why you are interested in the position and attach a resume. Submit the completed packet to the City Recorder at City Hall.

CANDIDATE INFORMATION

Name: Steven Shaw

Physical Address: [redacted]

Mailing Address (if different):

Phone: [redacted] ☐ Home ☒ Cell

E-mail Address: [redacted]

GENERAL BACKGROUND

Qualifications:

I have been in trucking industry for about 10 years, and in the Fuel industry for 4. My mangment exprience in these diffrent field gives me an informed look into the kinds of businesses that call Toledo Home

Experience:

I was Branch manager for Hays Oil for 2 years. Working with my drivers, and other branches for common goals was a daily routien for me

Toledo City Council Volunteer Application

GENERAL BACKGROUND

Community Involvement:

I was a vendor at the Toledo Farmers market as a local artist, I am also involved in a local Voting group.

STATEMENT OF REASONS

Please include a statement of reasons why you desire to be considered for appointment to fill the vacancy.

The most important is my desire to gain experince in public office. Second, is my age. I'm 33, and I feel people my age are often left out of the ~~[illegible]~~ process when it comes to changes in their community. I love living in Toledo, and I want to do my part to make it the best it can be.

Signature

1/27/2023

Date

OFFICE USE ONLY	
Date received: 1-27-2023	Initials: LF

Toledo City Council
Interview Questions

1. The City Council meets on the first (1st), third (3rd) and fourth (4th) Wednesday of each month at 6:00 p.m. Meetings typically last two to three hours. In addition, councilors serve on special council or intergovernmental committees as needed. Is there any reason that this commitment will conflict with your personal schedule?

2. What is your motivation for wanting to serve on the City Council?

3. Please describe your experience in community and/or volunteer service including groups or organizations that you have been involved in within the City of Toledo and how those experiences have prepared you for serving as a City Councilor?

4. What do you believe are the City of Toledo's strengths and weaknesses?

5. What will be your main priorities if appointed to the Toledo City Council?

6. Sometimes City Councilors have to make decisions that are unpopular to some members of the community. How would you respond to criticism from citizens for a decision made or supported that they did not like?

7. After reviewing the City Charter and Council Rules documents, what provisions stand out to you and why?

8. According to the City Charter, the role of a City Councilor is to serve as a link between the community and city government. How will you fill this role?

9. From time to time you will get complaints or ideas from citizens. How do you think these should be handled?

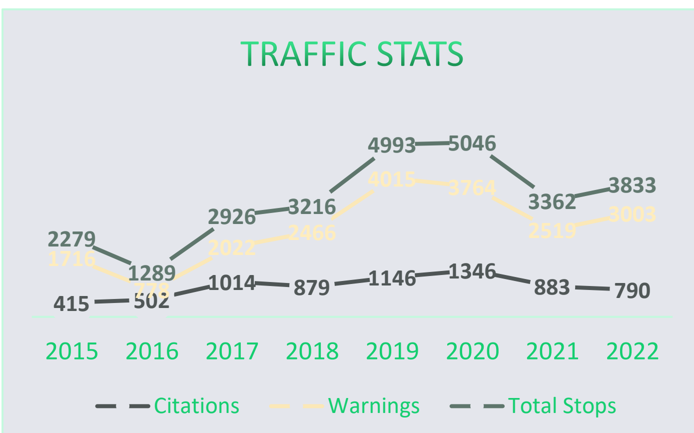
10. Does the applicant have any questions?

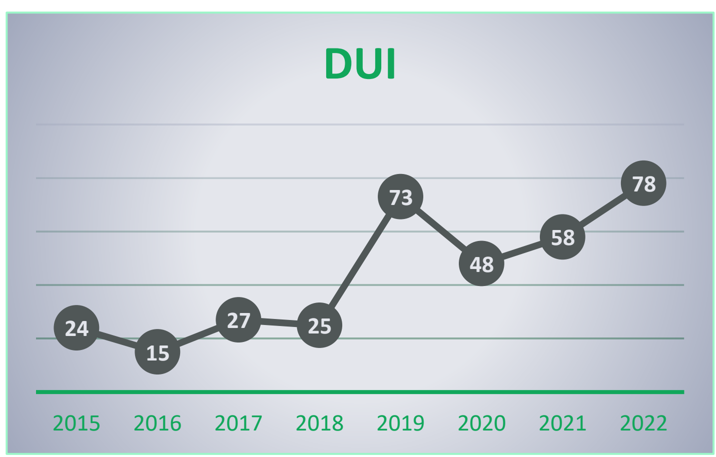
Toledo City Council interview question – approved 2017

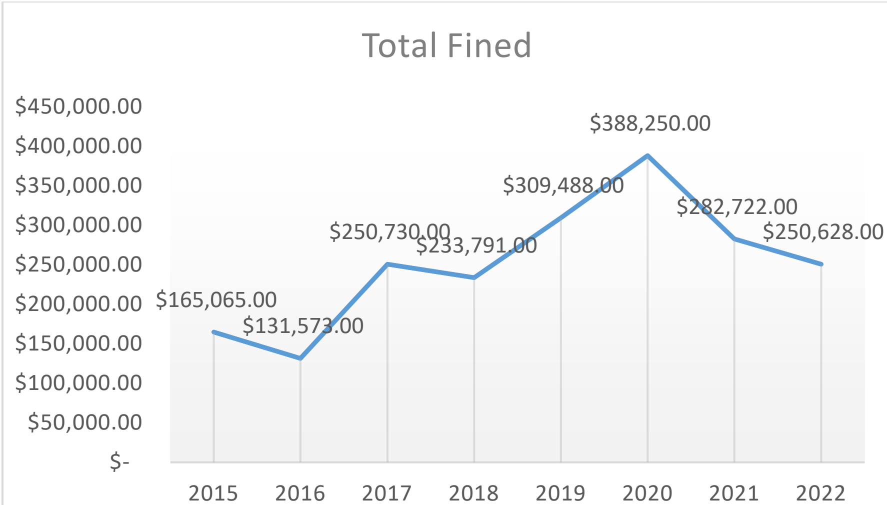
CITY COUNCIL DASHBOARD REPORT – FEBRUARY 2023

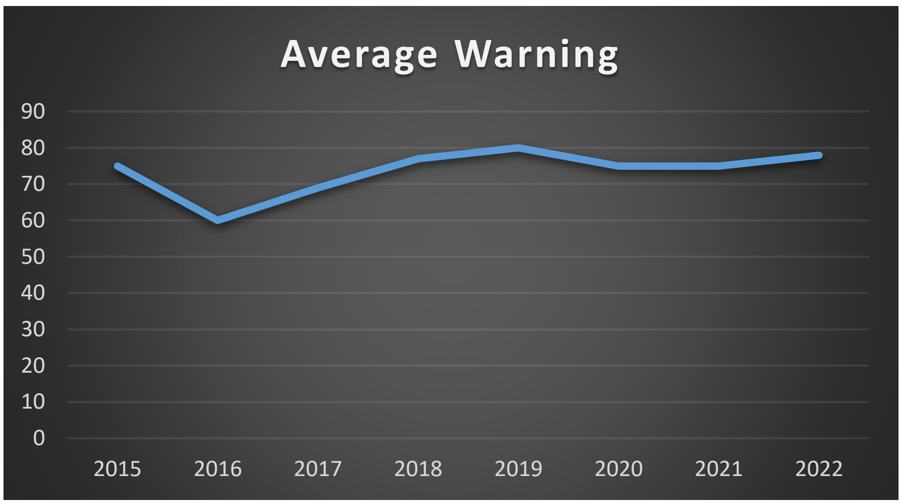
Fire Department
89 calls for January -
63 medicals,
9 fire related, One of them included these agencies WVCC, Toledo Dispatch, Lincoln County Sheriff's Office, Oregon State Police, Toledo Police, ODOT, Pacific West Ambulance, Oregon State Fire Marshal's Office, Lincoln County Fire Investigation Team, Eddyville Charter School personnel, Kings Valley Fire, Philomath Fire, Siletz Fire, Newport Fire, Seal Rock Fire, Central Coast Fire, Depoe Bay Fire, and North Lincoln Fire covered calls from Seal Rock to Lincoln city.
2 rope teams and 3 public assists
Of that 51 calls were in the City of Toledo, 33 calls were in the Rural Fire District, and 5 were out of district.
Out of 89 calls 20% were responded to by volunteers only, 15% responded by on duty staff, and 65% of calls were responded to by both volunteers and on duty staff.
In addition to the call volume Toledo Volunteers participated in over 80 hours of training this month between CPR Instructor, Pumping, CPR teaching, Recruitment & Retention.

Police Dept









Library Dept
Circulation of all items 2895
Hotspots 17
Laptops 3
In person visits 2625
Storytime 65
Podcast 99
Computers use 122
Upstairs conference room 5
Reference 79
Facebook Stats
Post reach 4259
Post Engagement 595
New Page Likes 7
Volunteer Hours 21
Community room use 29

Planning Dept
New Construction Applications:
Work in the right-of-way request for parking space conversion at 139 S Main Street
Install new windows at 157 NW 10th Street

Land Use Applications:
1. Two floodplain development permit reviews are pending

Annual Transportation Permits:
To date, 10 Annual Transportation Permits have been renewed for calendar year 2023. A total of $2,832 has been collected for the program.

Annual Department Statistics				
Type of Permit	January	2023	2022	2021
Building Permit	1	1	21	27
Other Permits*	1	1	38	20
Land Use Application	2	2	23	29
Truck Permit	3	10	14	13
Value of Construction Improvements	$1,100	$1,100	$2,267,667	$4,167,776

*includes permits for excavation, work in the right-of-way, demolition, and water/sewer connections.

Human Resources Dept
1. 44 current employees
2. 5 open positions
3. 7 applications received
4. No (zero) new hires

RARE update
1 Phantom Gallery applicant
11 marketing (flyers/photos) for Phantom Gallery social media newsletter
3 new volunteers added to Art Toledo
1 marketing for volunteers (newsletter)
5 vendors for Art, Oysters and Brews
0 emails sent out to potential vendors
3 marketing for Art, Oysters and Brews (newsletter/social media)
172 marketing postcards handed out for Art, Oysters and Brews
1 mural currently being worked on
0 Toledo Business Surveys conducted

IT Dept
Devices managed:
Personal computers and laptops -68
Servers:
Physical 9
Virtual 16
Managed Switches -14
Cameras -28

Public Works

	Jan-23
Roadways swept	63.1 miles + contracts
Water leaks- service lines	2
Water Main leaks/ ruptures	0
Tree removals	5
Citizen concerns/complaints responded to	10
New service line installs	0
Asphalt patchs completed/potholes included	2
After hours call-outs	Approx.8
WTP production	17,996,912 mg.
WWTP processed	37.552 mg
Planning	see attached

Municipal Court
01/01/2023-01/31/2023
Number of tickets 9
People who appeared 1
Money collected $1,445.00

Administration Dept
January Website visits per page

	Page	Pageviews	Unique Pageviews
		6,639 % of Total: 100.00% (6,639)	5,419 % of Total: 100.00% (5,419)
1.	/	1,570 (23.65%)	1,296 (23.92%)
2.	/jobs	390 (5.87%)	330 (6.09%)
3.	/meetings	390 (5.87%)	278 (5.13%)
4.	/police	202 (3.04%)	154 (2.84%)
5.	/library	182 (2.74%)	148 (2.73%)
6.	/community/page/history-toledo	146 (2.20%)	137 (2.53%)
7.	/fire	145 (2.18%)	121 (2.23%)
8.	/rfps	139 (2.09%)	125 (2.31%)
9.	/contact	125 (1.88%)	116 (2.14%)
10.	/finance/page/utilities-water-billing	118 (1.78%)	98 (1.81%)