

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
June 7, 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 – Business survey; Community Outreach Specialist Katy Keuter
Presentation – Cynthia George
- 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 executive session and the regular meeting held April 5, 2023
- 5. Discussion Items**
There are no items for consideration
- 6. Decision Items**
 - Resolution No. 1518, calling a measure election to submit to the electors of the City in November 2023
 - Approve Architectural Design Proposal Amendment #1 by Scott Edwards Architecture for Exterior repairs to new Public Safety Building
 - Appoint individuals to the Contributions Committee
 - Approve expenditure of up to \$41,000 for street striping
- 7. Reports and Comments**
 - Committee updates
- 8. Adjournment**

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

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**TOLEDO CITY COUNCIL
EXECUTIVE SESSION
April 5, 2023**

1. EXECUTIVE SESSION

Mayor Rod Cross called the Executive Session to order at 5:03 p.m. electronically via Zoom in Toledo, Oregon. He read the declaration of meeting in Executive Session under the provisions of ORS 192.660(2) (a) To consider the employment of a public officer, employee, staff member or individual agent; ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection and ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Representatives of the news media and designated staff were allowed to attend the Executive Session. All other members of the audience were prohibited. Representatives of the news media were specifically directed not to report on any of the deliberations except to state the general subject of the session as previously announced.

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
X		City Manager Judy Richter
X		City Recorder Lisa Figueroa
X		City Attorney Mike Adams
		Fire Chief Larry Robeson
		Police Chief Mike Pace
		Library Director Deborah Trusty
		Public Works Director Bill Zuspan

No decisions were made in Executive Session.

2. ADJOURNMENT

The Executive Session adjourned at 5:35 p.m.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Lisa Figueroa

**TOLEDO CITY COUNCIL
REGULAR MEETING
April 5, 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, City Recorder (CR) Lisa Figueroa, Police Chief (PC) Michael Pace, City Attorney (CA) Mike Adams, Community Outreach Specialist Katy Keuter

2. PROCLAMATIONS/PRESENTATIONS

Proclamation – National Volunteer Week

Mayor Cross read a proclamation and proclaimed April 16 – 22, 2023 as National Volunteer Week.

Proclamation – Public Safety Telecommunicators Week

Mayor Cross read a proclamation and proclaimed April 9-15, 2023 as Public Safety Telecommunicators Week.

Presentation – Ban on Styrofoam

CA Adams provided an update to the City Council on recent news in regards to a Senate Bill to ban Styrofoam. He noted the proposed ordinance adopted by the City of Newport does not address polystyrene containers. CP Kamikawa noted Leanna Rios the presenter will arrive late to the meeting. There was discussion about exemptions and whether those exemptions would impact the schools adjacent to the City limit boundaries.

Presentation – Fiscal Year End 2022 audit presentation

Teresa Hanford of Hanford & Associates, LLC had not arrived yet and the Council indicated they would come back to the presentation.

3. VISITORS/PUBLIC COMMENT

There were no comments.

4. CONSENT AGENDA

Minutes from the regular meeting held March 1, 2023

Councilor Mix indicated she was at the meeting on March 1. After further discussion, CR Figueroa stated she could review the meeting audio again and bring back the minutes for approval. The Council tabled the minutes until the next meeting.

5. DISCUSSION ITEMS

Consider new issue of General Obligation Bonds for infrastructure project

CM Richter provided the council report. She noted in a previous meeting, it was noted Oregon Coast Community College would include a measure on the ballot as well, however they will not have one before the voters. She said the Council asked for the item to be brought back for full discussion. CM Richter said she would work with Jonas Biery and the Bond Consultant to format the title and explanatory statement for the ballot. There was discussion about whether another \$1 million should be included for the police department on top of the \$2.5 million for the reservoir tank replacement. It was noted the additional \$1 million would not cost much more than what is already being paid for by voters now. CM Richter said once the language is completed, a resolution will be presented to the City Council.

6. DECISION ITEMS

Consider a System Development Charges assessment & lien agreement to create a lien and run with the land located at 740-742 SE 6th Street, Toledo, OR

CA Adams provided the council report. He indicated the Council asked for some amendments and referenced Paragraph 4(b), which indicates a change in ownership during the affordability period [30 years]; it would initiate repayment of the lien amount.

Motion – It was moved and seconded (Mix/Kauffman) Motion to approve the System Development Charges assessment & lien agreement with Northwest Coastal Housing for property located at 740-742 SE 6th Street, Toledo, OR also known as Blackberry Hill Apartments and the motion carried unanimously.

Presentation – Fiscal Year End 2022 audit presentation

Ms. Hanford addressed the Council and provided a presentation on the audit for Fiscal Year ending 2022. She said one of her colleagues conducted the audit, but she reviewed the work. She said the fund balances are healthier than last year and continue to improve. She highlighted the following:

- General Fund increased last year by \$100,000
- Street Fund increased almost \$50,000
- General Reserve Fund increased almost \$130,000
- Street Reserve Fund increased almost \$270,000
- Water Fund increased approximately \$250,000
- Sewer Fund increased by \$350,000

She said the City's internal controls look good and commended on the improvements made in that area.

Resolution No. 1509, a resolution adopting a supplemental budget for fiscal 2022-2023 to correct clerical errors

CM Richter presented the council report and noted when the budget was amended, the changes were made in one fund but were not made in the transfers. She said she consulted the State, who stated the City did not need to do anything. CM Richter said for transparency, she would rather fix it now before the next audit is completed.

Motion – It was moved and seconded (Kamikawa/Mix) Motion to approve Resolution No. 1509, a resolution of the City Council adopting a supplemental budget for fiscal 2022-2023 to correct clerical errors and the motion carried unanimously.

Resolution No. 1510, a resolution of the City Council receiving the 2021-2022 financial audit

CM Richter presented the council report and noted the State requires a resolution from the City Council to note they have received the financial audit.

Motion – It was moved and seconded (Mix/Kamikawa) to adopt Resolution 1510, A Resolution of the Toledo City Council receiving the 2021-2022 Financial Audit as presented by Hanford & Associates and the motion carried unanimously.

Adopt City Council goals and objectives for Fiscal Year 2023-2024

CR Figueroa presented the council report and indicated there was only one change to the Council goals, which was added to the goals list and a copy was included in the packet.

Motion – It was moved and seconded (Mix/Kamikawa) to adopt the City Council goals and objectives for Fiscal Year 2023-2024 and the motion carried unanimously.

7. REPORTS AND COMMENTS

Ms. Keuter updated the Council on her activities, which include a business survey. She said it has been an experience listening to the business owners.

There was discussion in regards to the vacancies on the Budget Committee.

Presentation – Ban on Styrofoam

Leanna Rios addressed the City Council. She said she presented to the Council previously about the consideration of prohibiting Styrofoam and wanted to revisit the topic. She said the cities of Newport, Lincoln City and Waldport have all adopted Ordinances that will be in effect beginning July 1 and she requested the Council do the same in the Toledo. There was discussion about the state law exemption for organizations that participate in a recycling program. The Council asked Ms. Rios if she could stay on top of the progress of the law at the state level and report back to the Council so they could bring an ordinance back for consideration.

There was discussion about the railroad and its horn notification when it proceeds through city intersections. CA Adams provided information on how state law applies and described the process in regards to intersection notifications.

CM Richter noted she submitted the application for the RARE program again. She said she heard there are not many applicants for the program this year and she will update the Council as she learns more.

CP Kamikawa said she attended an open house recently that addressed many local issues. She said it was informative. She commented on the presentation “Imagine a day without water” for water conservation awareness. She said there is an event that will occur in October and said she would

bring more information back to the Council. She updated the Council on the Solid Waste Advisory Committee (SWAC) meeting. She noted there is a membership opportunity for the City through SWAC. She said they conducted their first RV/boat cleanup, which went smoothly. She said there are newsletters being distributed to libraries now and she said the Oregon Coast Visitors Association has grants available for cities in regards to communications.

Mayor Cross said he and CM Richter met with Governor Kotek recently and discussed housing. He updated the Council on his recent meetings in regards to housing and Strategic Improvement Plans (SIP). He implied the legislature wants to standardize SIPs, which could remove cities' abilities to negotiate terms. He said he is also working with Representative Gomberg to provide tax relief for property owners who lost homes in the Otis fire.

8. ADJOURNMENT

The meeting adjourned at 7:30 p.m.

Approve:

Attest:

Mayor Rod Cross

City Recorder Lisa Figueroa

CITY OF TOLEDO REQUEST FOR COUNCIL ACTION

	Meeting Date:	Agenda Topic:
	June 7, 2023	Resolution No. 1518, calling a measure election to submit to the electors of the City in November 2023
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	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. 1518, a resolution of the Toledo City Council calling a measure election to submit to the electors of the City the question of contracting a general obligation bonded indebtedness in an aggregate principal amount not to exceed \$3,650,000 to finance capital costs; declaring intent to reimburse expenditures; and related matters.

Background:

Jonas from DA Davidson has met with the Council a couple of times regarding the new General Obligation (GO) Bonds. Courtney Dausz, Bond Counsel, has drafted the resolution and will be available to answer questions. What is presented is how the bond will be introduced to the voters in November.

**Update:* The City Council requested that staff research whether the 2023 election is a general election for the City or if it would have to pay costs to be included on the ballot this year. This year is not a general election year; with typically only special district elections being held. Staff requested a cost estimate from the County Clerk in regards to placing the bond on the ballot and will provide an update at the Council meeting.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2023-2024	N/A

Attachment:

1. Resolution No. 1518

**CITY OF TOLEDO
RESOLUTION NO. 1518**

A RESOLUTION OF THE TOLEDO CITY COUNCIL CALLING A MEASURE ELECTION TO SUBMIT TO THE ELECTORS OF THE CITY THE QUESTION OF CONTRACTING A GENERAL OBLIGATION BONDED INDEBTEDNESS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,650,000 TO FINANCE CAPITAL COSTS; DECLARING INTENT TO REIMBURSE EXPENDITURES; AND RELATED MATTERS

WHEREAS, the City Council (the “City Council”) of City of Toledo, Lincoln County, Oregon (the “City”), has determined that a need exists for the City to finance capital costs, as more fully described in the Notice of Measure Election attached hereto as Exhibit A and to pay bond issuance costs (collectively, the “Project”); and

WHEREAS, the cost of the Project is estimated to be not less than \$3,650,000; and

WHEREAS, Oregon Revised Statutes (“ORS”) 287A.050 authorizes the City, subject to voter approval, to issue general obligation bonds to finance capital costs including the Project; and

WHEREAS, the City anticipates incurring expenditures (the “Expenditures”) to finance the costs of the Project and wishes to declare its official intent to reimburse itself for any Expenditures it may make from its general funds on the Project from the proceeds of voter-approved general obligation bonds (the “Bonds”), the interest on which is expected to be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the City Council has determined that it is in the best interest of the City to place the question of issuing the general obligation bonds on the ballot at the November 7, 2023 election.

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

- Section 1. A measure election is hereby called for the purpose of submitting to the electors of the City the question of contracting a general obligation bonded indebtedness in the name of the City in the principal amount not to exceed \$3,650,000. Bond proceeds will be used to finance the costs of the Project and pay all bond issuance costs. The Bonds shall mature over a period of not more than twenty one (21) years from the date of issue and may be issued in one or more series.
- Section 2. The measure election hereby called shall be held in the City on November 7, 2023. As authorized by the County Clerk of Lincoln County, Oregon and the Oregon Secretary of State, the election shall be conducted by mail pursuant to ORS 254.465 and 254.470.
- Section 3. The City authorizes the City Manager, Finance Director, City Attorney or Mayor, or any of their designee, acting individually, as the authorized representative (the “Authorized Representative”) to act on behalf of the City, to submit the final ballot title and explanatory statement, if any, and to take such further action as is necessary or desirable to carry out the intent and purposes herein in compliance with the applicable provisions of law.
- Section 4. The Authorized Representative shall cause to be delivered to the Elections Official of the City, the Notice of Measure Election (the “Notice”) in substantially the form

attached hereto as Exhibit A, with such changes as are approved and filed by the Authorized Representative not later than August 18, 2023 (at least 81 days prior to the election date) for publication of notice by the City in a newspaper of general circulation in the City.

Section 5. The Authorized Representative shall cause to be delivered to the Elections Official of Lincoln County, Oregon, the Notice in the form published by the Elections Official of the City not sooner than after completion of the ballot title challenge process provided in the Secretary of State's Referral Manual and not later than September 7, 2023 (at least 60 days prior to the election date) on Form SEL 802.

Section 6. If Lincoln County prepares a voters' pamphlet for the November 7, 2023 election, the Authorized Representative shall cause to be delivered to the Elections Official of Lincoln County, Oregon, an Explanatory Statement which shall be approved and filed by the Authorized Representative at the time of filing Form SEL 802 pursuant to paragraph 5. above.

Section 7. The City hereby declares its official intent to reimburse itself with the proceeds of the Bonds for any of the Expenditures incurred by it prior to the issuance of the Bonds.

Section 8. The law firm of Mersereau Shannon LLP is hereby appointed to serve as bond counsel and D.A. Davidson & Co. has been engaged to serve as underwriter/placement agent with respect to the Bonds.

Section 9. This resolution shall become effective upon passage by the Council.

That this resolution is hereby adopted by the Toledo City Council on this 24th day of May, 2023.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Lisa Figueroa

EXHIBIT A
NOTICE OF MEASURE ELECTION
CITY OF TOLEDO
LINCOLN COUNTY, OREGON

Notice

Date of Notice	Name of City	Name of County or Counties	Date of Election
_____	City of Toledo	Lincoln	November 7, 2023

Ballot Title

Caption (10 words which reasonably identifies the subject of the measure)

Bonds for water reservoir and public safety facility improvements

Question (20 words which plainly phrases the chief purpose of the measure; second sentence is not included in word count)

Shall City of Toledo issue \$3,650,000 principal amount of general obligation bonds for water reservoir and public safety facility improvements? If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of sections 11 and 11b, Article XI of the Oregon Constitution.

Summary (175 words which concisely and impartially summarizes the measure and its major effect)

The City of Toledo seeks voter approval to issue general obligation bonds to finance capital costs of the City including:

- Replacing the Ammon Road Tank water reservoir and related improvements and equipment.
- Improving, constructing, and equipping the public safety building and related costs.

Bonds would mature in 21 years or less from the date of issuance and may be issued in one or more series. If approved, the average annual bond tax rate is estimated to be \$0.50 per \$1,000.00 of assessed value. Actual rates may vary based upon interest rates incurred and changes in assessed value.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	June 7, 2023	Approve Architectural Design Proposal Amendment #1 by Scott Edwards Architecture for Exterior repairs to new Public Safety Building
Council Goal:	Agenda Type:	
Make progress toward financing and completing the Toledo Public Safety Building	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 Scott Edwards Architecture Amendment #1 proposal of approximately \$83,350 for Exterior Repairs to the new Public Safety Building and authorize City Manager to sign.

Background:

The new Public Safety Building is past due on repairs to the exterior of the building – roofing and siding. Scott Edwards Architecture has been asked to provide proposal for not only replacement of roofing and siding but seismic retrofit exterior at the same time. This is in preparation of the other seismic repairs needed for the interior of the building. This proposal includes placement of new windows, etc. at the same time the roofing and siding are replaced. With the new budget for fiscal 2023-2024, there is adequate funding for this additional work. The \$83,350 is the proposal for the project and includes the \$45,850 previously approved. Sid Scott will manage the bidding and construction of the project.

Fiscal Impact:	Fiscal Year:	GL Number:
\$83,350	2023-2024	080-850-620570

Attachment:

1. Scott Edwards Architecture Proposal Addendum 1
2. Scott Edwards Architecture Proposal Original



05-17-2023

City Of Toledo

Judy Richter, City Manager
Judy.richter@cityoftoledo.or

RE : PROPOSAL AMENDMENT 01 FOR Toledo Public Safety Facility, Toledo, OR.

Dear Judy,

We have prepared the following amendment from the original contract based on the City of Toledo's request for additional schematic interior design, construction documents for exterior repairs and additional structural design which were not included in the original proposal for design services.

SCOPE OF ADDITIONAL SERVICES

The modifications are to accommodate the additional work requested by the City of Toledo. The added scope of work includes design and implementation of the interior floor plan layout to accommodate, deleted, relocated or new windows that will be used for a future interior improvement project. Additional structural design, detailing and documentation are required to accommodate the new window locations for the future floor plan layout. In addition, structural seismic upgrades are included.

Schematic Design

- Review space programming for interior layout and revise as necessary.
- Review interior layout and revise as necessary.
- Provide fire, life and safety review in anticipation of future interior work.
- Provide accessibility review in anticipation of future interior work.

Construction Documents

- Provide design, technical details and drafting for construction drawings for the exterior improvements including:
 - Cover Sheet
 - Existing Site Plan
 - Demolition plans and demolition exterior elevations
 - Proposed building plans (for reference)
 - Proposed exterior elevations
 - Roof plan
 - Building sections
 - Roof, walls, window and door details
 - Structural plans and details for seismic upgrade
 - Window and door schedules
 - Project specifications
 - Project manual
 - Bid Documents

Permit and Bidding

- Permitting
 - Apply for and provide the necessary information to the Authority having Jurisdiction to obtain a general building permit.
- Bidding
 - Assist City with bidding the project for competitive general contractor bids.
 - Coordinate with the City's bidding and procurement policy.
 - Issue plans at plan centers and local advertisements.
 - Prebid conference
 - Review general contractor bids and make recommendations for award.

FEES

We propose to provide the services outlined above for a Fixed Fee, refer to the Design Fee Overview table below for proposed increase to contract amount.

STANDARD BILLING SCHEDULE

For additional information on Standard Billing rates, refer to original proposal for architectural services.

DESIGN FEE OVERVIEW

PHASE	Architectural SE A	Structural WDY Engineers						SERVICE TOTAL	CLIENT APPROVAL
SERVICE	\$19,700	\$17,800							
DISCIPLINE TOTAL	\$19,700	\$17,800						\$37,500	
FEE BEFORE ADD. SERVICE.	\$45,850	\$00						\$45,850	
TOTAL CONTRACT	\$65,550	\$17,800						\$83,350	

REIMBURSABLE EXPENSES

Printing, plotting, shipping, travel, long distance communication and application fees paid on your behalf are billed at 1.10 times direct expense in addition to professional fees.

TERMS OF SERVICE

- This is an extension of the original agreement. All terms and conditions will remain the same as the original Contract agreement. If the contents of this contract amendment are acceptable to you, please sign below and return one copy to our office. SEA is looking forward to the successful completion of this project.

Sincerely,



Sid Scott, Principal

Scott Edwards Architecture, LLP

2525 E. Burnside St, Portland, OR 97214

5/23/2023

Date

Authorization to Proceed

Date



**Scott
Edwards
Architecture**

November 22, 2022

2525 E. Burnside St.
Portland, OR 97214

P 503.226.3617

F 503.226.3615

seallp.com

Judy Richter, City Manager
City of Toledo
City Hall
206 N. Main Street
Toledo, Oregon 97391
Email: Judy.Richter@cityoftoledo.org

**Proposal for Exterior Repairs – Future Toledo Public Safety Facility
Architectural Design Proposal**

Dear Judy;

I appreciate the opportunity to submit this proposal for professional design services for the exterior repair work for the future Toledo Public Safety Facility.

I. Understanding of the Project

- A. Exterior repair work for the existing building located at 222 NE US-20, Toledo, Oregon. The City is considering future plans to convert the former bank building into a new Public Safety Facility per concept design prepared by our office and dated 2/10/20 and the Seismic Evaluation Report dated 11/9/18.
- B. The intent of the project is to repair and seal up the exterior envelope of the building to prevent further deterioration due to water intrusion. Upon evaluation of the project budget, the scope may include:
 - a. Demolition of the existing drive thru and front entry cover.
 - b. Removal and replacement of siding and roofing
 - c. Install seismic upgrades to exterior walls and roof framing
 Pending how far the budget will go to make the necessary repairs, consideration will be given to replacement of windows and doors based on their location to accommodate the future layout of the building.
- C. The project delivery method will be design-bid-build via the City's public bidding requirements.
- D. Services to be provided include architectural and structural design and engineering for the exterior repairs of the building only.
- E. The project budget is \$570,000.

II. Scope of Services

- A. Construction Documents:
 - 1. Based on the approved concept plans prepared by our office, we will provide design, technical detailing and drafting for construction drawings for the exterior improvements including:
 - a. Cover sheet
 - b. Architectural site plan
 - c. Demolition building plans and elevations
 - d. Proposed building plans and elevations
 - e. Roof plan
 - f. Building section
 - g. Roof and wall details
 - h. Structural plans and details
 - i. Window and door schedules
 - j. Project specifications

Deliverables: Construction Documents for permit, bid and construction.

Judy Richter
November 22, 2022
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- B. Permit and Bidding:
Assist the City with issuing plans for public bidding and building permit application. Services include:
1. Assist in the application for the general building permit.
 2. Assist in issuing plans for bidding.
- C. Construction Administration:
Work with the City to manage the construction process based on the following services:
1. On-site construction observation meetings with the project team members to review construction for general conformance with the construction documents and project schedule. Assume 3 meetings.
 2. Issue revisions to the construction documents as required.
 3. Review submittals and respond to RFI's.
 4. Conduct final punch list review and monitor completion of punch list items.
 5. Close out project.
 6. Conduct a walk through prior to expiration of the one-year general construction warranty. Notify the General Contractor of warranty work to be completed and monitor work.

III. Exclusions

- A. Site and Alta Land Survey
- B. Geotechnical Survey (Soils report)
- C. Environmental Studies (wetlands, hazardous materials, etc.)
- D. Off-site improvements
- E. Change of building occupancy requirements
- F. Construction cost estimating
- G. Land Use Application
- H. Interior design, mechanical, electrical, plumbing (MEP), civil, landscape design and engineering
- I. Low voltage systems (telephone, data, security, paging, audio/visual)
- J. Structural engineering and design beyond the exterior of the building

IV. Fees

We propose to provide the services outlined in the Scope of Services section II. on a Time and Materials basis per the following not-to-exceed fees:

A.	Construction Documents	\$29,750
B.	Permit and Bidding	\$ 6,500
C.	Construction Administration	\$ 9,600

Total Fee \$45,850
(Not including reimbursable expenses)

Reimbursable Expenses:

All printing costs, plotting, shipping, travel, long distance communication and jurisdictional application fees paid on your behalf are billed at 1.10 times our direct expense. I estimate this to be \$2,000 for your project.

Judy Richter
November 22, 2022
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A. Additional Services and Billing Rates:

Services requested beyond those included in this proposal shall be considered extra services and will be billed at the hourly rates listed below.

Hourly Rates:

Principal	\$220/hour
Project Architect	\$160/hour
Project Manager	\$150/hour
Designer/drafter	\$100/hour
Structural Engineer	\$190/hour

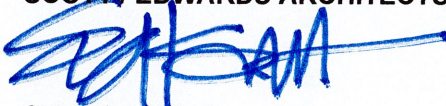
V. **Terms of Service**

Except as described herein, our agreement will be as outlined in Exhibit A - Terms and Conditions (attached to this document).

I appreciate the opportunity to submit this proposal and look forward to working with you on this project. If the contents of this proposal are acceptable to you, please sign below and return one copy to my office to authorize work to begin.

Sincerely,

SCOTT EDWARDS ARCHITECTURE, LLP



Sid L. Scott, AIA
Principal

Authorization

Date

EXHIBIT A



TERMS & CONDITIONS

01 AGREEMENT: These Terms and Conditions and the attached Scott|Edwards Architecture, L.L.P. (hereinafter S|EA) proposal letter or other document to which these Terms and Conditions are attached or incorporated constitute the sole and entire Agreement between S|EA and the Client relating to the Project. This Agreement supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof, and no other terms or conditions shall apply.

02 STANDARD OF CARE: The services provided by S|EA under this Agreement ("services") will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. S|EA makes no warranty, express or implied, with respect to the services.

03 INDEMNITY: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless S|EA, its officers, directors, employees, agents and subconsultants from and against all damage, liability and costs, including reasonable attorney's fees and costs, at trial, arbitration and on appeal, arising out of or in any way connected with this Agreement or the Project, excepting only those damages, liabilities, or costs attributable to the negligence or willful misconduct of S|EA.

04 NON-RESPONSIBILITY: S|EA shall not be responsible for damages and shall not be held in default by reason of events or circumstances beyond S|EA's reasonable control; or for delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove S|EA's service promptly, or due to late, slow, or faulty performance by Client, Client's consultants, contractors, or governmental agencies.

05 CLIENT INFORMATION: Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect of all aspects of the Project; examine S|EA submissions; respond promptly to S|EA; and give prompt written notice to S|EA whenever Client observes or otherwise becomes aware of any defect in the services. S|EA has a right to rely on information provided by Client.

06 PAYMENT: Fees and reimbursable expenses will be billed monthly as services are performed on either a percentage complete basis or on a time and materials basis. Hourly rates shall be adjusted in accordance with S|EA's and S|EA's consultants' normal annual review practices. Invoices shall be due upon receipt and shall be delinquent if not paid within 60 days of invoice. Delinquent invoices shall bear interest at the rate of 1½ percent per month (but not exceeding the maximum allowable by law) until paid. Payments received shall be first applied to interest and then to the unpaid principal balance.

07 REIMBURSABLE EXPENSES: Client shall pay the cost of reimbursable expenses, such as printing, postage, presentation materials requested by the Client, checking and inspection fees, zoning and annexation application fees, assessment fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, transportation, and other similar project-related expenses. Any such fees paid by S|EA on behalf of Client shall be reimbursed, along with other reimbursable expenses, as invoiced.

08 SITE CONTROL: S|EA and its personnel shall have no authority or responsibility to exercise any control over any construction contractor

or other entity in connection with their work or any health or safety precautions associated with the Project. Client warrants that its contractor shall be solely responsible for job site safety, means and methods and that this intent shall be made evident in Client's agreement with its contractor. Client also warrants that Client, S|EA, and S|EA's consultants, and their respective officers, directors and employees shall be indemnified from and against claims, damages, costs and expenses arising from the contractor's execution of work on the Project, and shall be made additional insureds under the contractor's General Liability Insurance Policy and Builder's Risk Policy.

09 DOCUMENT OWNERSHIP: All reports, plans, specifications, field data and notes, and other documents including all documents on electronic media, prepared by S|EA as instruments of service shall remain the property of S|EA. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project; however such documents are not intended or represented to be suitable for reuse by any person for extension of the Project or for any other project. Any reuse or modification of the documents, without the prior written authorization of S|EA shall be at Client's sole risk and without liability to S|EA, its independent professional associates or consultants. Client agrees, to the fullest extent permitted by law, to indemnify and hold S|EA harmless from any claim, cause of action, liability or cost (including reasonable attorney's fees and defense costs at trial, arbitration and on appeal) arising out of or allegedly arising out of any unauthorized reuse or modification of the documents by Client or any person or entity that acquires or obtains the documents from or through Client without S|EA's written authorization.

9.1 S|EA and its consultants shall use Autodesk AutoCAD (Computer-Aided Design) or Revit Building Information Modeling ("BIM") as a design tool, only. The CAD file or BIM model shall not be a Construction Document or deliverable under this Agreement. Construction Documents and other deliverables shall be delivered by S|EA and its consultants as a traditional two-dimensional set of plans. S|EA shall share its CAD file or BIM model with Client or contractor for their convenience, and subject to S|EA's standard Electronic Document Release.

10 COST ESTIMATES: In providing opinions of probable construction costs, Client understands that S|EA has no control over cost or the price of labor, equipment, or materials or over any contractor's method of pricing, and the opinions of probable construction costs provided by S|EA are to be made on the basis of S|EA's qualifications and experience. S|EA makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs of the work estimated.

11 HAZARDOUS MATERIALS: Client acknowledges that S|EA's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event S|EA, or any other party, encounters these materials at a job site or in adjacent areas which may affect S|EA performance of services, S|EA may, at its option and without liability for consequential or any other damages, suspend performance of services on the Project until the Client retains appropriate specialist(s), consultant(s), or contractor(s) to identify, abate and/or remove the asbestos, hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. Client agrees to the fullest extent permitted by law to indemnify and hold harmless S|EA, its officers, directors, employees, agents, and subconsultants, from and

against any and all claims, allegations, suits, liabilities, damages, and costs, including reasonable attorneys' fees and costs, at trial, arbitration or appeal, arising out of or in any way connected with the detection, presence or handling, removing, abatement or disposal of any asbestos, hazardous or toxic substances, products and materials, on, about or adjacent to the job site.

12 TERMINATION-SUSPENSION: Failure by Client to pay any invoice before it becomes delinquent shall constitute a material breach of this Agreement and shall entitle S|EA to either suspend performance of services until such delinquency is cured or, so long as such delinquency persists, terminate this Agreement upon five (5) day written notice without liability. This Agreement may otherwise be terminated by either party upon thirty (30) day written notice to the other in the event of a material breach by the other. In the event that the Client becomes bankrupt or insolvent, S|EA may terminate this Agreement without liability for direct, consequential or any other type of damages. This Agreement may otherwise be terminated for convenience by either party upon seven (7) day written notice. In the event of termination, Client shall promptly pay S|EA for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provision of this Agreement.

13 THIRD-PARTY BENEFICIARY: Nothing in this Agreement shall create a contractual relationship with, nor a cause of action in favor of, a third party against either Client or S|EA. S|EA services under this Agreement are performed solely for Client's benefit, and no other entity shall have any claim against S|EA because of this Agreement or the performance or non-performance of services hereunder.

14 OREGON LAW: This Agreement is to be governed by and interpreted under the laws of the State of Oregon. Should any provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect.

15 ASSIGNMENT: Neither the Client nor S|EA shall assign its interest in this Agreement without prior written consent of the other.

16 WAIVER: The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

17 NO PERSONAL LIABILITY: S|EA's directors, officers, agents, shareholders and employees shall have no liability for claims arising under this Agreement or from the performance of services by S|EA. Client shall look solely to the assets of S|EA, including available insurance, for the satisfaction of any judgment or award from any claim arising from this Agreement.

18 LIMITATION OF LIABILITY: To the fullest extent permitted by law, the total aggregate joint, several and individual liability of S|EA (including its officers, directors, partners, and employees if Item 17 of this Agreement is not enforceable) and its consultants to Client and anyone claiming by, through or under Client, as well as to any successor, assignee, beneficiary, or indemnitee of, or under this Agreement, for any claims, losses, costs or damages ("Liabilities") whatsoever, arising out of, resulting from, or in any way related to the Project, this Agreement, or the services provided pursuant to this Agreement, from any cause or causes, including but not limited to negligence, professional negligence, malpractice, strict liability, vicarious liability, breach of contract, breach of warranty, indemnity, or contribution, shall be limited in the aggregate for any and all claims to the proceeds of any insurance policy or policies that funds any settlement, award or verdict, up to the coverage limit of such policy or policies. Client may negotiate a different limitation of liability for an additional fee.

19 CONSEQUENTIAL DAMAGES: Neither S|EA nor S|EA directors, agents, employees, representatives, or subconsultants, shall be liable to Client for any indirect, special, incidental, consequential or exemplary damages arising out of, or in connection with, the performance of services under this Agreement, whether in an action based upon contract, delay, negligence, strict liability, negligent misrepresentation or otherwise.

20 DISPUTE RESOLUTION:

20.1 MEDIATION: Should any dispute arise between Client and S|EA under this Agreement, it is agreed that such dispute will be submitted to a mediator, agreed to and compensated equally by the Parties, prior to commencement of arbitration or litigation. Mediation will be conducted in Portland, Oregon. Both Parties agree to exercise their best efforts and good faith to resolve all disputes in mediation.

20.2 ARBITRATION: Subject to the obligation to mediate in good faith, the Parties agree promptly to arbitrate any dispute between them utilizing the procedures set out under Oregon's Uniform Arbitration Act (36.000). Such arbitration shall be mandatory and binding. The Parties shall agree on a single arbitrator. In the event that the Parties are unable to agree to the mutual appointment of an arbitrator, the arbitrator may be appointed per ORS 36.645 (appointment by the court). The arbitrator's award shall be final and binding. Judgment may be entered upon it in accordance with the applicable law of any Court having jurisdiction over the Parties.

20.3 CONSOLIDATED ARBITRATION: The Parties agree to consolidate any arbitration between them with the arbitration of any related dispute between the Client and the general contractor for this Project. Client shall include in its contract with the general contractor a provision requiring mandatory arbitration of disputes arising out of the Project and consolidation with any related arbitration between Client and S|EA. S|EA shall attempt to obtain a substantially identical consolidated arbitration provision in its contracts, if any, with its subconsultants. Client shall require its general contractors to obtain a substantially identical consolidated arbitration provision in the contract with each of its subcontractors.

20.4 VENUE: Any arbitration held pursuant to this provision shall be held in Portland, Oregon.

20.5 NO LIMITATIONS OF RIGHTS OR REMEDIES: This alternative dispute resolution clause shall not preclude either party from filing a statutory construction lien or from commencing an action to foreclose the lien, but the foreclosure case shall be stayed pending issuance of the arbitrator's award. The award shall be binding in the foreclosure case as to all matters determined in the arbitration, and the lien may then be foreclosed to the extent permitted by law.

It is understood that the terms "Client" and "Owner" are considered to be interchangeable in this and any proposal or other document to which these Terms and Conditions are incorporated or to which it is attached.

By initialing, Client hereby agrees to these Terms and Conditions.

Initial Here: _____

By: _____
Printed Name

Date: _____

CITY OF TOLEDO REQUEST FOR COUNCIL ACTION

	Meeting Date:	Agenda Topic:
	June 7, 2023	Appoint individuals to the Contributions Committee
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 approve the proposed appointments to the Contributions Committee as presented.

Background:

Recently, the City Council approved Resolution No. 1511, which reconstituted the Contributions Committee and updated the Contributions policy.

The resolution also reorganized the Committee and established terms for the citizen and budget committee seats. As a follow up to that resolution, this request is to appoint several individuals to the committee. Jim Chambers has served on the committee for several years and has agreed to continue volunteering. Barry Bruster has volunteered to fill the Budget Committee seat. Staff requests they be appointed to these terms as a formality. Former member Nancy Osterlund will not be able to continue serving on the Committee, therefore, staff will open recruitment to fill that vacancy.

Budget Committee seat – Term expires 2025

Barry Bruster volunteered to serve on the Committee

Citizen position (1) – Term expires 2025

Jim Chambers agreed to continue serving on the Committee.

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

Attachment:

None

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	June 7, 2023	Approve expenditure of up to \$41,000 for street striping
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Public Works Director B. Zuspan	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Motion to approve an expenditure of up to \$41,000 for street striping.

Background:

Two years ago Linn County stopped contract striping due to staffing shortages and have not resumed the practice. Hicks Striping is the only company that has equipment to re-stripe center-lines, fog lines, turn lanes etc. Last year Toledo was on their schedule but did not receive service, they have apologized and promised to service Toledo, hopefully prior to July 1. An up-graded paint has been selected that will last longer in the event Toledo is unable to receive service next year.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2022-2023	011-110-600400

Attachment:

1. Quote from Hicks Striping

HICKS

AN INFRASTRIPE COMPANY

Striping & Curbing, Inc.

P.O. Box 9127

Brooks, OR 97305

Date: 5/30/2023

ESTIMATE

CCB# 240403

TEL 503.364.4577

FAX 503.364.4596

robert@hicksstriping.com

#22049.01

To: City of Toledo

City of Toledo Street Striping
Toledo, OR

Att: Bill Zuspan
 Phone: 541-336-2247 x2070
 email: pwdirector@cityoftoledo.org

By: Robert Fredrickson

ITEM	QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
	90,000.00	Painted Centerline - Hi Build Paint	FT	\$ 0.29	\$ 26,100.00
	70,000.00	Painted Fog Line - Hi Build Paint	FT	\$ 0.20	\$ 14,000.00
Quote is valid for 30 Days					
TOTAL					\$ 40,100.00

Happy Retirement Judy!



Join us
In wishing
City Manager Judy Richter
a happy retirement!

Wednesday, June 21, 2023

4:30 p.m. - 5:30 p.m.

@ the City Hall
Council Chambers
206 N. Main St.
Toledo, OR

