



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
July 19, 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 – Yaquina Bay Estuary Management Plan; Oregon Coastal Management Program Coastal Policy Specialist Meg Reed
- 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 April 19, 2023 and the special meeting held April 24, 2023
- 5. Discussion Items**
There are no items for consideration
- 6. Decision Items**
 - Resolution No.1526, A Resolution authorizing staff to sign the grant agreement for the Safe Routes to School construction grant
 - Approve Resolution No. 1527, a resolution ratifying and approving an employment agreement for the City Manager position
 - Resolution No. 1528, A resolution updating the Master Fee Schedule for services provided by the City of Toledo and repealing Resolution No. 1500
 - Approval of contract to purchase new Tasers for the Toledo Police Department
 - Consideration of a permit to consume alcohol in public places; Granite and Light
- 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.

Page 1

Yaquina Bay Estuary Management Plan Update Fact Sheet

The Yaquina Bay Estuary Management Plan (YBEMP or Plan) determines how the Yaquina Bay area is managed, including what kinds of development can happen where and which areas are set aside for resource protection. The YBEMP is the local implementation of Goal 16: Estuarine Resources, one of Oregon's 19 Statewide Planning Goals, which sets forth requirements for the planning and management of Oregon's estuaries. **An estuary management plan gives local jurisdictions the ability to manage their estuaries for the benefit of the public and natural resources in a way that meets the development needs of the community.** Lincoln County implements the estuary management plan for Yaquina Bay in coordination with the City of Newport and the City of Toledo.

The current estuary management plan for Yaquina Bay was adopted in 1982. Since then, we have improved information and understanding of how estuaries fit into communities.

Local officials from Lincoln County and the cities of Newport and Toledo are working together to update the estuary management plan to serve the communities around Yaquina Bay for generations to come. Over the past 2 years, dozens of local, state, federal, and tribal stakeholders and experts have provided input and feedback in order to develop a DRAFT updated Plan for public review. The process for updating the YBEMP to date included:

- Updating Yaquina Estuary map information and uses,
- Modernizing the Plan to reflect current social, cultural, environmental, and economic conditions,
- Gathering and incorporating community input, and
- Integrating predicted impacts of climate change.

A CLOSER LOOK AT OREGON'S GOAL 16

The objective of Goal 16 is to "recognize and protect the unique environmental, economic and social values of each estuary and associated wetlands; and to protect, maintain, where appropriate develop, and where appropriate restore the long term environmental, economic and social values, diversity and benefits of Oregon's estuaries."

Goal 16 requires that EMPs identify which areas (management units) within the estuary are classified as Development, Conservation, or Natural. Each classification has a list of prescribed allowable, conditional, and not allowed uses, guiding the local review process to ensure that proposed alterations are consistent with overall management objectives of the management units and that adverse impacts are minimized.

WHAT IS AN ESTUARY?

Estuaries are the mixing of saltwater and freshwater where rivers meet the tide. Estuaries are an amazing place for plants, animals, and people! They are critical habitat for native salmon, birds, and plants. Healthy estuaries are not only critical for biodiversity, but our enjoyment of the coastline, and the productivity of our fishing and tourism industries. Yaquina Bay and the surrounding area have been home to the people of the Confederated Tribes of Siletz Indians since time immemorial, who still have a thriving, active cultural presence in the region today. The Bay today is home to approximately 15,000 people who live, work, and play in the area. *July 19, 2023 Toledo City Council Packet*



The Plan Update Process

In 2020, the Oregon Department of Land Conservation & Development (DLCD) formed an initial Steering Committee with Lincoln County, the Cities and Ports of Newport and Toledo, and later, the Confederated Tribe of Siletz Indians (See back page for list). A call for proposals was released for bids through DLCD to manage the Plan update.. Willamette Partnership and the University of Oregon's Institute for Policy, Research, and Engagement (IPRE) submitted the successful proposal. Local estuary management plan expert Matt Spangler joined the project team as a consultant representing Lincoln County.

In 2021, based on recommendations of the Steering Committee and research of local stakeholder groups, the Project Team convened an Advisory Group representing a diversity of expertise and interests in the management of Yaquina Bay (See back page for list). A subset of Advisory Group members participated as a Technical Sub-Group that reviewed all spatial data and scientific information, including impacts from climate change. Dozens of data sources were identified to describe current, historic, and projected conditions in Yaquina Bay to update the map inventory using best available data.

In 2022, the Project Team conducted a Needs & Gaps Assessment (Assessment) to identify proposed updates to the Plan in order to ensure it reflects current conditions and meets the present and future needs of the communities that depend on the Bay. The Assessment prioritized the set of recommended updates and identified the ones to be included in this current update. The Project Team addressed all high priority recommendations from the Assessment in coordination with the Advisory Group and Steering Committee. Feedback and recommendations were addressed and documented in a "summary of consultation." The Project Team developed an outreach and engagement strategy to ensure residents and stakeholders can participate in this process. This has included:

- Attending a Northwest Steelheaders public event,
- Presenting at a Newport Chamber of Commerce meeting,
- Collaborating on a lecture by Dr. Laura Brophy of Hatfield Marine Science Center on Climate Change and Yaquina Bay,
- Convening a Public Information Session at the Newport Library;
- And hosting an informational website.

A series of three Town Halls are planned for DATES for residents and stakeholders to learn and ask questions about the Estuary Management Plan update and process. Lastly, presentations will be given during regularly scheduled meetings for County, Cities, and Ports' Boards, Councils, and Commissioners throughout Summer 2023.

After the Town Halls, the Draft Plan may be revised based on resident and stakeholder feedback and the final version will be submitted to Lincoln County and the Cities of Newport and Toledo to be reviewed and considered through a formal plan amendment process. This will entail public meetings with the Planning Commissions, City Councils and Board of County Commissioners for Lincoln County, Toledo, and Newport. These processes also include a formal public comment period where any member of the public is welcome to submit written comments or provide testimony at these meetings. The Estuary Management Plan and maps are not official until they are adopted by all three jurisdictions which is anticipated to occur in the fall or winter of 2023.

Summary of Proposed Revisions

The Needs & Gaps Assessment was developed to determine how the current Estuary Management Plan needs to be updated in order to better reflect the social, ecological and economic conditions of Yaquina Bay. The following changes have been proposed as a result of the collaboration of the Advisory Group, Technical Sub-Group, and Steering Committee:

Digital maps to replace hand-drawn maps: 24 estuary-wide maps and individual maps for each management unit.

Removal of outdated references: Language was modernized when feasible.

New Estuary Zoning Districts to replace Permitted Use Matrix: The previous Permitted Use Matrix describing which uses or alterations are permitted conditional, or not allowed was confusing for most users of the Plan. Text-based zoning descriptions based on Lincoln County and the Cities' zoning code is easier to understand and use. The uses have not changed.

Any changes to the Estuary Management Plan must be adopted through Lincoln County and the cities of Newport and Toledo.

The planning process currently underway is designed to draft an updated Plan for the county and cities to then review and adopt. All proposed changes (above) through this planning process are subject to their review and finalization.

Updates to certain Management Units: Management units were reviewed and some were split, shifted, or reclassified to better reflect areas for protection and development.

- Boundaries of five management units were altered to better align existing conditions (e.g.: protected shellfish reserve areas or marinas) and uses with the appropriate classification.
- Three new Management Units were created & two Management Units are reclassified. Similar to the boundary changes these proposed revisions reflect improved alignment of local conditions with the classification most appropriate for the natural resource or existing development uses (e.g.: a large algal bed in MU1 becomes MU1A and classified as Natural).

Consideration and incorporation of local climate vulnerabilities: Projects that affect the estuary, such as dredging, already require applicants to submit informational 'Impact Assessments' that describe anticipated impacts and proposals to minimize them. Proposed new revisions ask applicants to also consider area-specific climate vulnerabilities in addition to current conditions through the impact assessment (See Part III-Sub Areas).

Planning for future updates when conditions change: Plan Part XI has been developed to describe the process in which jurisdictions might update specific components of the Estuary Management Plan when changes occur or parts of the plan become outdated.





Project Participants

Steering Committee

Onno Husing	Lincoln County
Megan Hoff	Lincoln County
Derrick Tokos	City of Newport
Judy Richter	City of Toledo
Stan Van De Wetering	Confederated Tribes of Siletz Indians
Andrea Sumerau	Confederated Tribes of Siletz Indians
Paula Miranda	Port of Newport
Aaron Bretz	Port of Newport
Debbie Scacco	Port of Toledo
Lisa Phipps	Department of Land Conservation & Development
Meg Reed	Department of Land Conservation & Development
Brett Estes	Department of Land Conservation & Development

Advisory Group

Jerry Anderson	Manulife Investment Management	Chris Knutsen	Oregon Department of Fish & Wildlife
*Cheryl Brown	US Environmental Protection Agency	Heather Mann	Midwater Trawlers
*Jevra Brown	Oregon Department of State Lands	*Jared Norton	US Army Corps of Engineers
*Bob Cowen	Hatfield Marine Science Center	*Jason Nuckols	The Nature Conservancy
*Tony D'Andrea	Oregon Department of Fish & Wildlife	Ryan Parker	City of Newport Councilor
Kent Doughty	Audubon Society of Lincoln City	*Catherine de Rivera	Portland State University
*Paul Engelmeyer	Wetlands Conservancy/Audubon Society	*Liz Ruther	Pew Charitable Trusts
Jon Gonzalez	Pacific Seafood	*Natalie Schaefer	Yakona Preserve & Learning Center
*Bri Goodwin	Surfrider	Andrea Sumerau	Confederated Tribes of Siletz Indians
Claire Hall	Lincoln County Commissioner	Gil Sylvia	Port of Newport
*Evan Hayduk	MidCoast Watersheds Council	Stan Van De Wetering	Confederated Tribes of Siletz Indians
Megan Hoff	Lincoln County	*Ted DeWitt	US Environmental Protection Agency
*Cheryl Horton	Midcoast Watershed Council	*George Waldbusser	Oregon State University
Onno Husing	Lincoln County	Cora Warfield	City of Toledo Councilor
Cameron La Follette	Oregon Coast Alliance	Stephen Webster	Websters
Cheryl Horton	MidCoast Watersheds Council	Derek Wilson	Oregon Department of Fish & Wildlife
*Phillip Johnson	Oregon Shores Conservation	Liu Xin	Local Oyster Farmer
Betty Kamikawa	City of Toledo Councilor	Michele Zwartjes	US Fish and Wildlife Service
*Technical Sub-Group			

Project Team

Ethan Brown	Willamette Partnership
Nicole Maness	Willamette Partnership
Melissa Graciosa	University of Oregon - Institute for Policy, Research & Engagement
Michael Howard	University of Oregon - Institute for Policy, Research & Engagement
Matt Spangler	Lincoln County (Consultant)

July 19, 2023 Toledo City Council Packet

Key Roles of Steering Committee

- Inform & review spatial data and maps
- Review & approve of types of changes needed
- Review & approve of Draft Plan & Inventories for public release

Key Roles of Advisory Group & Technical Sub-Group

- Inform & review spatial data and maps
- Inform & review climate change information & Climate Vulnerabilities
- Provide guidance on community outreach
- Review & provide feedback on Plan Drafts & Maps

**TOLEDO CITY COUNCIL
REGULAR MEETING
April 19, 2023**

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:02 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, Public Works Director (PWD) Bill Zuspan, Police Chief (PC) Michael Pace, Fire Chief (FC) Larry Robeson, City Attorney (CA) Mike Adams, Community Outreach Specialist (CO) Katy Keuter

2. PROCLAMATIONS/PRESENTATIONS

Presentation – Sexual Assault Awareness Month

My Sister's Place Director Amber Wishoff presented a proclamation to Mayor Cross. She provided information about services available for victims of sexual and domestic violence locally. She listed upcoming events that will raise awareness including fundraisers in the County and distributed handouts to the City Council. Mayor Cross read the proclamation and declared April, 2023 as Sexual Assault Awareness Month.

Presentation – Lincoln County District Attorney Lane Danforth

Ms. Danforth informed the Council about the process of the investigations of deaths that occur outside of a hospital. She indicated every death must be examined to determine the reason of the death. She said the County has only one Medical Legal Death Investigator (MDI). She stated she would like to encourage each of the cities within Lincoln County to consider appointing an officer as an MDI. She said counties that do not have an MDI must wait and rely on the State's Medical Examiner's Office to assist with medical investigations. She asked the Council to consider a monthly stipend or incentive to recruit and train MDIs in each of the cities. She introduced Dr. Fraser who commented on the need for MDIs in the county. Dr. Fraser answered clarification questions in regards to training.

Proclamation – National Library Week

Mayor Rod Cross read a proclamation and declared April 23 – 29, 2023 as National Library Week.

Proclamation – National Arbor Day

Mayor Rod Cross read a proclamation and declared April 26, 2023 as National Arbor Day.

1 **Interview – Applicant for Budget Committee Vacancy**

2 The Council interviewed the applicant Mr. Mix for the Budget Committee. Consideration for
3 appointment was added to the agenda later in the meeting.
4

5 **3. VISITORS/PUBLIC COMMENT**

6 There were no comments.
7
8

9 **4. CONSENT AGENDA**

10 **Minutes from the regular meeting held March 1, 2023**

11
12 **Motion** – It was moved and seconded (Kamikawa/Bush) to approve the consent agenda as
13 presented and the motion carried unanimously.
14

15 **5. DISCUSSION ITEMS**

16 **Discussion of Water and Sewer rates effective May 21, 2023**

17 CM Richter presented the council report and noted she wanted to include the water and sewer rate
18 study (Study) information before consideration of a rate change next month. She reminded the
19 Council a couple of years ago, they adjusted the sewer rate. She said the customer's rate did not
20 change, however the Council decided to increase the amount that went into the sewer fund and
21 decreased the amount that went into the street light fund. She suggested the Council may be able
22 to reverse the appropriation of the money. Mayor Cross commented on keeping up with inflation
23 to maintain infrastructure for customers and how important it is for the community. The Council
24 discussed the need to increase the rates minimally each year just enough to be able to sustain the
25 existing system. They requested the Study be brought back again for consideration.
26

27 **6. DECISION ITEMS**

28 **Interview and consider appointment of individual to the Budget Committee**

29 Councilor Mix abstained from the discussion and decision because she is married to the applicant.
30

31 **Motion** – It was moved and seconded (Kamikawa/Bush) to appoint Jonathan Mix to the Budget
32 Committee to a term that will expire in December of 2025 and the motion carried five to zero with
33 an abstention from Councilor Mix.
34

35 **Approve approximately \$54,700 to perform pavement improvements to a section of SE 3rd**
36 **Street**

37 PWD Zuspan provided the council report. He said there will be grounding and overlay on that
38 road, which is near the Olalla School.
39

40 **Motion** – It was moved and seconded (Mix/Carey) to approve approximately \$54,700 to perform
41 pavement improvements on a section of SE 3rd Street and the motion carried unanimously.
42
43
44
45

1 **Authorize expenditure of approximately \$36,000 to I nstall Cure In Place Piping liners in**
2 **sewer main**

3 PWD Zuspan summarized the council report. He said this is an Inflow and Infiltration (I&I)
4 project, which was included on the 2011 I&I list. He said he contacted three companies for bids
5 but only received one response. It was noted how behind the City is in completing infrastructure
6 projects because the 2011 report is now 12 years old.
7

8 **Motion** – It was moved and seconded (Kamikawa/Mix) to approve approximately \$36,000 for
9 infrastructure improvements and the motion carried unanimously.
10

11 **Approve new position of Finance Director/Assistant City Manager**

12 CM Richter presented the council report. She indicated the position was originally posted as a
13 Finance Director only but there have not been any applicants. She said she hoped the combination
14 of the Assistant City Manager with the Finance Director will entice more applicants. She answered
15 clarification questions about the Human Resources recruitment. Councilor Carey abstained from
16 the vote.
17

18 **Motion** – It was moved and seconded (Mix/Kamikawa) to approve new position of Finance
19 Director/Assistant City Manager and add to the Salary Schedule Level 44 as presented and the
20 motion carried with favor and an abstention from Councilor Carey.
21

22 **Consider options to recruit for the position of City Manager**

23 CR Figueroa reviewed the council report and indicated the Council will need to begin the process
24 to fill the position of the City Manager. She noted the materials contained in the packet such as the
25 City Manager job description and profile checklist with a copy of the Master Meeting schedule
26 available on the dais. She said she and CM Richter discussed the possibility of staff designing the
27 recruitment packet and consulting with an outside organization to process the recruitment and
28 background checks for the sake transparency. She said she contacted [and listed] several
29 organizations who offer recruitment services and suggested the Council consider a special meeting
30 or executive session to outline the recruitment process and select a recruitment organization. The
31 Council expressed interest in moving quickly on the recruitment. Following discussion, the
32 Council agreed to meet on May 24 with HR Answers and the Lane County Council of
33 Governments (Local Government Personnel Services).
34

35 **7. REPORTS AND COMMENTS**

36 CO Keuter updated to the Council about Art Toledo. She talked about the possibility of Art Toledo
37 being considered as one of five Cultural Districts supported by the state.
38

39 FC Robeson reported about the latest trainings provided by the Fire Department for its volunteers.
40

41 PWD Zuspan indicated one of the Water Treatment Plant Operators recently resigned however,
42 the City was approached by an operator from Waldport who was looking for a new home. He said
43 the renovation of Rock Park on Main Street began today and will be completed shortly.
44

45 CR Figueroa inquired whether the Council would like to start their work session next week after
46 the open house and it was noted the work session could start at 7:00 p.m.

1 PC Pace said Officer Marshall Dean graduated from an Emergency Medical Responder class and
2 is now certified. He said the department is still recruiting for the positions of dispatcher and officer.

3
4 CA Adams recommended the Council hold the meeting next week as a regular meeting versus an
5 executive session per state law.

6
7 CM Richter encouraged the Council to attend the open house next week.

8
9 Councilor Kamikawa informed the Council on the meetings she attended over the last week with
10 the Department of Environmental Quality, attending the Ways and Means Committee and reported
11 on the comments she heard. There was discussion about the homelessness issue and the proposed
12 initiative that was supported by over 100 cities in the state.

13
14 **8. ADJOURNMENT**

15 The meeting adjourned at 7:30 p.m.

16
17 Approve:

Attest:

18
19
20 _____
21 Mayor Rod Cross

City Recorder Lisa Figueroa

TOLEDO CITY COUNCIL
Special Meeting
April 24, 2023

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 4:00 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, Public Works Director (PWD) Bill Zuspan, Fire Chief (FC) Larry Robeson, City Attorney (CA) Mike Adams

2. DECISION ITEMS

Consideration of proposals to hire a consultant to assist with the recruitment for the position of City Manager

CR Figueroa presented the council report and noted this is a follow up to a discussion on April 19 in anticipation of CM Richter's retirement. She said the Council wanted to meet with HR Answers and the Lane County Council of Governments (COG) Personnel Services to determine who they would like to contract with for the recruitment of the City Manager position. Anna Lee, Senior Consultant for HR Answers and Stacey Marple of COG were present via Zoom.

Ms. Lee addressed the Council and indicated HR Answers said they provided a simple proposal but could it does not prevent them from customizing the proposal specific to the needs of the City Council.

Ms. Marple introduced herself and informed the Council of COG's services.

Mayor Cross informed both representatives of the proposed timeline to fill the position of the City Manager within the month. There was discussion about the process to fill the position, which includes reference and background checks. After further consideration, the Council decided not to move forward with an aggressive timeline and indicated they would select one of the organizations before the end of the meeting.

The Council considered a salary for the CM position and the consensus agreed to offer a salary of \$110,000 to \$135,000 depending on experience.

Motion – It was moved and seconded (Mix/Bush) to select Lane County Council of Governments (COG) Personnel Services for the City Manager recruitment and authorize the City Manager to enter into a contract/agreement for the recruitment and the motion carried unanimously.

1 **3. ADJOURNMENT**

2 The meeting adjourned at 4:45 p.m.

3
4 Approve:

Attest:

5
6
7 _____
8 Mayor Rod Cross

City Recorder Lisa Figueroa

DRAFT

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

	Meeting Date:	Agenda Topic:
	July 19, 2023	Resolution No.1526, A Resolution authorizing the City Manager to sign the grant agreement for the Safe Routes to School construction grant
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Contract Planner J. Peterson	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Motion to approve Resolution No.1526, A Resolution of the Toledo City Council authorizing the City Manager to sign the grant agreement for the Safe Routes to School construction grant.

Background:

The City of Toledo applied for a Safe Routes to School (SRTS) construction grant for sidewalks and two radar feedback signs with rapid flashing beacons in 2022. The project is adjacent to the Toledo Elementary School. The grant awarded list was released in winter 2022 and Toledo was not funded. After further review, Toledo Staff identified that our application was incorrectly scored, and was brought to the attention of the Oregon Department of Transportation (ODOT) staff. ODOT staff determined if our application was scored correctly, the City would have received partial funding for the project. ODOT staff was able to find funding for the two feedback signs.

Toledo Staff hopes to apply for the SRTS construction grant again during the next cycle in 2024 for the sidewalks or other project supported by City Council.

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

Attachment:

1. Resolution No. 1526
2. Grant Agreement with ODOT

**CITY OF TOLEDO
RESOLUTION NO. 1526**

A RESOLUTION OF THE TOLEDO CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN A GRANT AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION FOR THE SAFE ROUTES TO SCHOOL CONSTRUCTION GRANT PROGRAM

WHEREAS, the Oregon Safe Routes to School Program approved Toledo's request for funding two radar feedback signs with flashing beacons; and

WHEREAS, the project was included in the 2022 Toledo Safe Routes to School plan as an infrastructure need; and

WHEREAS, the City of Toledo desires to participate in this grant program to the greatest extent possible as a means of providing needed safety improvements on Sturdevant Road; and

WHEREAS, the City of Toledo will coordinate with the Lincoln County School District and the Lincoln County Public Works Department to complete the application;

WHEREAS, the City of Toledo has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded.

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

- Section 1. The Toledo City Council demonstrates its support for the submittal of a grant application to the Oregon Safe Routes to School Grant for two radar feedback signs with flashing beacons.
- Section 2. The City of Toledo will include \$8,800 in the 2023-2024 budget as required match for this project.
- Section 3. The City Council authorizes the City Manager to sign the grant contract on behalf of the City.
- Section 4. This 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 19th day of July, 2023.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Lisa Figueroa

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL PROGRAM (SRTS)

Project Name: Toledo Elementary / Sturdevant Road / Flashing Beacons and Radar Feedback Sign
/2022

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and the **City of Toledo** acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end five (5) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents, which are attached hereto and incorporated by reference:
 - a. Exhibit A: **Project Description, Key Milestones, Schedule and Budget**
 - b. Exhibit B: **Recipient Requirements**
 - c. Exhibit C: **Subagreement Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

- 3. Project Cost; Grant Funds.** The total estimated Project cost is \$53,280. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$44,400 (the “Grant Funds”). Recipient will be responsible for all Project costs not covered by the Grant Funds.
- 4. Project.**
 - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4.c.
 - b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).
 - i. Eligible Costs are actual costs of Recipient to the extent those costs are:
 - A.** reasonable, necessary and directly used for the Project;

- B. permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
 - C. eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
- ii. Eligible Costs do NOT include:
 - A. operating and working capital or operating expenditures charged to the Project by Recipient;
 - B. loans or grants to be made to third parties;
 - C. any expenditures incurred before the Effective Date or after the Availability Termination Date; or
 - D. costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
- c. **Project Change Procedures.**
 - i. If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a written request to SRTSProgramMailbox@odot.oregon.gov. The request for change must be submitted before the change occurs.
 - ii. Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process and Reporting.

- a. ODOT shall reimburse Recipient for 80% of Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.
- b. Recipient must submit to ODOT its first reimbursement request within two (2) years of the Effective Date.
- c. Each reimbursement request shall be submitted on ODOT's Reimbursement request form [SRTS Reimbursement Request](#) to the SRTSProgramMailbox@odot.oregon.gov and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement

request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.

d. RESERVED

- e.** Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.
- f.** Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until both (i) its SRTS Program Manager, or designee, has completed the final review and accepted the Project as complete and (ii) Recipient and ODOT staff have signed the Recommendation of Acceptance Form (ODOT Form No. 737-3560).
- g.** ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i.** ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii.** Recipient is in compliance with the terms of this Agreement.
 - iii.** Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- h.** Recovery of Grant Funds.
 - i.** Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date ("Unexpended Funds") or (ii) expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.
 - ii.** Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of Sections 9.b.i, 9.b.ii, 9.b.iii or 9.b.vi, Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.
- i.** Reporting
 - i.** Quarterly Reports. Recipient shall submit quarterly progress reports to ODOT using a format that ODOT provides. Recipient must submit the reports to

SRTSPProgramMailbox@odot.oregon.gov by the first Wednesday of March, June, September, and December.

- ii. **Final Report.** Recipient shall submit a final written report (the “Final Report”) to SRTSPProgramMailbox@odot.oregon.gov that identifies how hazards have been reduced to children walking or bicycling to and from school as a direct result of this Project. Recipient must submit the Final Report within six (6) months after the Project Completion Date. Recipient’s obligation to provide the Final Report will survive Agreement expiration.

6. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient’s Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- c. **No Solicitation.** Recipient’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

The warranties set forth in this Section 6 are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

7. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, as well as generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations, if applicable. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the “Secretary”) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

Recipient may enter into agreements with subrecipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project. If Recipient enters into a subagreement, Recipient agrees to comply with the following:

a. Subagreements.

- i.** All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

- ii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. This paragraph shall survive expiration or termination of this Agreement.
- iii. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. Subagreement Indemnity.

- i. *Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

c. Subagreement Insurance.

- i. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- ii. For all Project work that is not on or along a state highway, Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.

- iii. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- iv. Recipient shall include provisions in each of its subagreements requiring its contractor(s) to comply with the indemnification and insurance requirements in Paragraphs 8.b and 8.c.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - ii. All procurement transactions are conducted in a manner providing full and open competition.
- e. **Self-Performing Work.** Recipient must receive prior approval from SRTS Program Manager for any self-performing work.
- f. **Conflicts of Interest.**
 - i. Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
 - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;

- v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. Except as otherwise provided in Paragraph 10.b. below, with respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

- iii. Except as otherwise provided in Paragraph 10.b. below, with respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

This Section 10.a shall survive any expiration or termination of this Agreement.

- b. **Contract-related Indemnification.** Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement: Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement. This Section 10.b. shall survive any expiration or termination of this Agreement.
- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third-Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or SRTS Program

Manager at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to SRTS Program Manager. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- j. Insurance; Workers’ Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- o. Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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

The Project was approved on «ApprovedDate» by the Strategic Investment Manager.

Signature Page to Follow

RECIPIENT, by and through its Governing
Body

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

LEGAL REVIEW APPROVAL
(If required in Recipient's process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Justin Peterson
City Planner
206 N Main Street, PO Box 220
Toledo, Oregon 97391
541-336-2247
jpeterson@ocwcog.org

STATE OF OREGON, by and through its
Department of Transportation

By _____
Public Transportation Division Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
SRTS Program Manager

Date _____

SRTS Program Manager:

Xao Posadas
555 13th Street NE
Salem, Oregon 97301
971-718-6170
xao.posadas@odot.oregon.gov

EXHIBIT A

Project Description, Key Milestones, Schedule and Budget

Agreement No. SRTS23-27

Project Name: Toledo Elementary / Sturdevant Road / Sidewalk and Radar Feedback Sign /2022

A. PROJECT DESCRIPTION

Sturdevant Road from SE Chedester Road to 10th Street

This project will install two school speed signs with flashing beacons and speed feedback.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 5.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone 1, Planning, design, permitting and land acquisition, nor Key Milestone 2, Project completion, can be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 2 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4.c of the Agreement, to SRTSProgramMailbox@odot.oregon.gov as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion (Key Milestone 2).

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Planning, design, permitting and land acquisition.	7/31/23
2	Project completion (Project must be completed within 3 years of agreement execution.)	6/28/24

EXHIBIT B

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify SRTS Program Manager in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). After the Project Useful Life, maintenance of the Project shall conform to any maintenance agreement in place between the Parties. If no maintenance agreement exists, ODOT will maintain that portion of the Project that is within its jurisdiction unless otherwise provided in Exhibit A to this Agreement.
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.

5. Americans with Disabilities Act Compliance

- a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. During Project Construction, Recipient must have a contractor with an active ODOT ADA Contractor Certification directly supervise any construction or alteration of curb ramps. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp

meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

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

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

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

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. ODOT may charge for review of work to be performed on or along the state highway. The estimated cost to Recipient will be determined by ODOT in advance and shall be subject to the approval of Recipient prior to the services being rendered.
- c. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- d. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- e. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

7. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

8. Land Use Decisions

- a. Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a "Land Use Decision" and collectively, "Land Use Decisions").
- b. If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a "Disbursement Suspension") and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d. This Section 8 is in addition to, and not in lieu of, ODOT's rights and remedies under Section 5.h ("Recovery of Grant Funds") of this Agreement.

9. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the SRTS Program Manager in writing when the link changes during the term of this Grant Agreement.

10. Photographs

Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003 (if any) that its sub-recipients, contractors or subcontractors (“contractor”): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Recipient. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party. All references to “contractor” in this Exhibit refer to Recipient’s contractor as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient’s subagreements with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient’s contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient’s contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability Insurance with limits not less than \$500,000 each accident. **Recipient’s contractors shall require compliance with these requirements in each of their subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Recipient's contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Recipient's contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the

maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days’ written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must endorse: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers’ Compensation.

The Recipient shall immediately notify ODOT of any change in insurance coverage.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	July 19, 2023	Approve Resolution No. 1527, a resolution ratifying and approving an employment agreement for the City Manager position
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Attorney M. Adams	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Motion to approve Resolution No. 1527 to ratify and approve an employment agreement for City Manager and to officially appoint Doug Wiggins as the Toledo City Manager.

Background:

After a hiring process managed by Local Government Personnel Services (LGPS), under Lane Council of Governments (LCOG), including at least three interviews, the City Council selected Doug Wiggins as the new City Manager and approved sending a conditional job offer, dated June 14, 2023. Council delegated to the City Manager and City Attorney the authority to negotiate an employment agreement with new City Manager Wiggins. With a few minor changes to the previous City Manager employment agreement, attached is the contract for council approval.

Recommend City Council approve the attached Resolution, to ratify and enter into the proposed contract, attached as Exhibit 2 to this Council Action Request form, and officially appoint Doug Wiggins as City Manager, effective August 28, 2023.

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

Attachment:

1. Resolution No. 1527
2. Employment Contract

**CITY OF TOLEDO
RESOLUTION NO. 1527**

**A RESOLUTION OF THE TOLEDO CITY COUNCIL RATIFYING AND APPROVING
AN EMPLOYMENT AGREEMENT FOR THE CITY MANAGER POSITION AND
OFFICIALLY APPOINTING DOUG WIGGINS AS THE TOLEDO CITY MANAGER**

WHEREAS, after a hiring process managed by Local Government Personnel Services (LGPS), under Lane Council of Governments (LCOG), including at least three interviews, the City Council selected Doug Wiggins as the new City Manager and approved sending a conditional job offer, dated June 14, 2023; and

WHEREAS, the Council delegated to City Manager Richter and City Attorney Adams the authority to negotiate an employment agreement with new City Manager Wiggins.

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

- Section 1. That the City of Toledo Employment Agreement, attached as Exhibit A to this Resolution, is hereby ratified and approved by the City Council; and
- Section 2. That the Mayor is delegated authority to enter into the contract on behalf of the City Council; and
- Section 3. That Doug Wiggins is officially appointed City Manager for the City of Toledo, effective August 28, 2023; and
- Section 4. 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 19th day of July, 2023.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Lisa Figueroa

CITY OF TOLEDO EMPLOYMENT AGREEMENT CITY MANAGER

This written agreement is entered into by and between the City of Toledo, a municipal corporation of the State of Oregon, ("City"), and Douglas C. Wiggins ("Employee").

RECITALS

- A.** City desires to employ the services of Employee as the City Manager of the City of Toledo; and,
- B.** It is the desire of the City to establish certain conditions of employment for Employee; and,
- C.** It is the desire of the City to (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and (3) to provide a just means for terminating Employee's services at such time as Employee may be unable to fully discharge Employee's duties or when City may otherwise desire to terminate Employee's services; and,
- D.** Employee desires to accept employment as City Manager of the City of Toledo, and to begin employment on August 28, 2023;

AGREEMENT

NOW THEREFORE, the City and Employee agree as follows:

Section 1. Duties and Authority

1.1 The duties and authority of Employee shall be consistent with state law, the City of Toledo Charter, Toledo Municipal Code, the job description for the position, ordinances and resolutions, and to perform such other legally and ethically permissible and proper duties and functions as the Mayor and/or City council shall from time to time assign which may include but are not limited to the following:

- 1.1.1** Implementing policy as directed by City Council;
- 1.1.2** Serving as the chief administrative officer of the City;
- 1.1.3** Overseeing the overall management, administration, financial administration and direction of City operations;
- 1.1.4** Directing and coordinating activities of all City departments;
- 1.1.5** Exercising direct or delegated supervision over all City employees;
- 1.1.6** Directly supervise all City department heads;
- 1.1.7** Hiring, disciplining and dismissal of City employees;
- 1.1.8** Administering City contracts pursuant to City policy, ordinance, resolutions and state law;
- 1.1.9** Purchasing of services, equipment, and supplies within budget appropriations

and in compliance with state law;

1.1.10 Advising elected officials concerning policy matters and municipal affairs; and

1.1.11 Performing such other legally permissible and proper duties and functions as the City periodically may require and assign to Employee, including but not limited to those set forth in the City of Toledo job description for City Manager, a copy of which is marked as Exhibit A and by this reference incorporated herein.

1.2 The Employee shall not be responsible for the supervision or direction of other officers directly employed by City Council such as City Attorney and Municipal Judge.

Section 2. Term

2.1 At Will. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City council from terminating the services of the Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement. Except as specifically provided in this Agreement, Employee shall serve at the pleasure of the City without any requirement to demonstrate cause for dismissal. Employee's employment status is "at will," subject to the terms set forth in this Agreement.

2.2 Resignation. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from their position with the City, subject only to the provisions of this Agreement.

2.3 Initial Term. The appointment to City Manager is an indefinite term unless this contract is terminated by City Council or Employee resigns from employment with the City.

2.4 Renewal. In the event written notice is not given by either party to terminate this Agreement at least ninety (90) days prior to the termination date, this Agreement shall be extended for successive three-year periods on the same terms and conditions provided herein.

2.5 Notice. In the event Employee wishes to voluntarily resign the position during the term of this Agreement, Employee shall be required to give the City thirty (30) days written notice of such intention. Failure by Employee to give proper notice may subject Employee to loss of vacation pay for all accrued vacation leave. Employee shall cooperate in every way with the smooth and orderly transfer to the newly appointed city manager.

Section 3. Probation, Termination and Severance

3.1 No Probation. No probationary period is required. Benefits shall accrue immediately as provided in the City's personnel rules.

3.2 Severance. In the event of the involuntary termination of Employee's employment by action of the City, Employee shall be entitled to a lump sum payment equal to four (4) month's salary plus health insurance premiums for four (4) months in addition to full compensation for any accrued vacation leave that has accrued to the Employee. Termination of Employee's employment by the City as used in this section 3 means Employee's dismissal by a majority vote of the City Council, with or without cause; or following a formal request by the Mayor and a majority of the City council that they resign, with or without cause; or action by the Council or the voters which results in a material change of Employee's duties and authority such as elimination of council/manager form of city government.

3.3 The severance amount to which Employee is entitled shall be paid to Employee

within thirty (30) days of notification of termination. The severance amount and payment thereof does not diminish the City's obligation to pay Employee all wages and the value of earned leave to which he is entitled as a final wage payment within the time required by Oregon law.

3.4 In the event Employee's employment is terminated due to the occurrence of any of the following events, City shall have no obligation to pay the aggregate severance sum designated in Section 3.2 of this Agreement:

3.4.1 Willful and continuous failure or refusal to comply with policies, standards or regulations legally adopted by the City council. Employee shall be provided with written notice of such violations and an opportunity to correct them, prior to any action terminating employment.

3.4.2 Finding based on a reasonable belief by the City Council of fraud, misappropriation of funds, dishonesty, breach of trust, insubordination, neglect of duty, failure to perform duties in a manner that is consistent with applicable law, failure to correct performance deficiencies identified in writing by the City council after a reasonable opportunity, as determined by the City, to correct the deficiencies, embezzlement, or other acts of misconduct which could be characterized as criminal in rendering of services on behalf of the City. The above-described performance deficiencies are defined as not meeting the job performance expectations in exhibit A. Such finding shall be made only after the Council holds, in executive session, a pre-decision meeting with the Employee and, at a minimum, provides the Employee notice of the charges and a copy of reports and documentation upon which the charges are based, notice that the Council is considering termination of employment under this paragraph of the Agreement, and an opportunity to present to the Council the facts, correct errors, and offer any explanation or defense.

3.4.3 Conviction of a felony or misdemeanor involving suitability and fitness to continue as City Manager, or other behavior that the City views as impairing the Employee's ability to effectively perform the Employee's duties or jeopardizes the reputation of the City.

Section 4. Performance Evaluation

4.1 Annual. The City council shall review and evaluate the performance of the Employee at least once annually. Said review and evaluation shall be in accordance with specific criteria and process developed jointly by City and Employee. Employee may, at their discretion, choose to receive a written copy of the findings of the evaluation process, if any, and be provided an adequate opportunity for the Employee to discuss the details of the evaluation. At the time of the annual evaluation the Mayor and City Council shall review Employee's salary and other benefits; provided, however, that this review is not intended to imply any obligation by the Council to increase the pay of Employee in addition to, or in excess of, the cost of living adjustment otherwise provided herein.

Section 5. Salary, Hours of Work, Vacation and Sick Leave

5.1 Salary. City agrees to pay Employee an annual base compensation of one-hundred and fifteen thousand dollars (\$115,000) payable in the same installments and in the same manner as other employees are paid. The City agrees to increase employee's salary to an annual base compensation of one-hundred and twenty thousand dollars (\$120,000) at six months employment with the City based on a good performance review. In addition to the

compensation set forth above the City Council agrees to provide Employee with an annual increase effective July 1 of each fiscal year in an amount equal to the cost of living increase given to other management employees. Loyalty rewards and Points that the Employee earns while on City business is additional compensation to the Employee. Bonuses, if any, may be granted by the City Council based on the results of annual performance, goal setting evaluations, and continuing education credits earned by the Employee. The Employee shall not earn overtime or compensatory time. Salary payments shall be subject to withholding, applicable taxes, FICA, and other deductions allowed or required by applicable law, and shall not be subject to reduction by the City.

5.2 PERS Retirement. The City agrees that the Employee's total compensation shall include the City-paid six percent PERS pick-up of the Employee's share of the retirement contribution. The parties agree that this component of the total compensation shall not be reduced.

5.3 Insurance. The Employee shall receive all insurance benefits accorded non represented managers within the City to include medical, vision, dental, life and disability insurance.

5.4 Hours of Work. It is anticipated that the Employees work schedule will be flexible and hours shall be set by him. Work in excess of forty (40) hours per week is deemed part of the professional responsibility for which the Employee shall not be paid overtime. In recognition of the extra hours required of the Employee, Employee shall be entitled to management leave with accrual, accumulation and limitations consistent with City policies applicable to other employees of the City.

5.5 Paid Time Off. The Employee shall be entitled to paid time off (holidays, sick leave, vacations and leaves of absences, bereavement leave, and other leave benefits) with accrual, accumulation and limitations consistent with Oregon Law and City policies applicable to other employees of the City.

5.6 Technology Stipend. The City agrees to provide Employee with City-issued cell phone or will provide Employee with an additional monthly stipend of \$75 per month, or current stipend as set by the City Council for management, to offset the costs of use of a personal cell phone for city business.

5.7 Car Allowance. The City agrees to provide a monthly car allowance of three hundred dollars (\$300) per month to offset the costs associated with use of a personal vehicle for City business.

5.8 General Expenses. The City recognizes that certain expenses are incurred for official and job affiliated functions such as dues, subscriptions, and professional development and hereby agrees to reimburse Employee or pay such general expenses upon submission of related receipts, vouchers or statements.

5.9 No Reduction in Benefits. The City shall not at any time reduce the salary, compensation or other financial benefits of Employee.

5.10 Bond Requirement. Before taking office, the manager shall give a bond in an amount and with such surety as in approved by the council. The premiums on the bond shall be paid by the City. The City may substitute the requirement for bond by contract with its insurance provider.

Section 6. Annual Goal Setting

6.1 The City Council shall periodically identify City's goals, priorities and

concerns to the Employee by formal means. The City Council shall meet with the Employee at least annually for the purpose of setting City goals and priorities. City Council shall establish a relative priority among these various goals and objectives in writing. Such priorities shall be realistically attainable given the time and City resources available.

6.2 The City Council and Employee shall meet at least annually to evaluate and assess the performance of the Employee in meeting or progressing toward established goals. In the event that the City Council determines the performance of Employee is unsatisfactory or requires significant improvement, the City Council shall describe these concerns in writing and in reasonable detail or with specific examples so as to be objective and constructive in nature for the Employee. The Employee shall be given a reasonable amount of time to respond to these concerns and take corrective action.

Section 7. General Provisions

7.1 Professional Liability. The City agrees to defend, hold harmless, and indemnify Employee from any and all demands, claims, suits, actions, and legal proceedings brought against Employee in their individual capacity or in their official capacity as provided for in and subject to the limitation of the Oregon Tort Claims Act, provided the incident arose while the Employee was acting within the scope of their employment. If in good faith opinion of the Employee conflict exists in regards to the defense of any such claim between the legal position of the City and the Employee, they may engage counsel in which event, the City shall indemnify the Employee for the cost of legal counsel.

7.2 Other Terms and Conditions. The City may, by amendments to this Agreement, fix such other terms and conditions of employment, from time to time, as it may determine, relating to the performance by the Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement. Employee reserves the right to discuss the terms of this Agreement. Employee reserves the right to discuss the terms or termination of this Agreement with City Council as a whole in either closed executive session or regular session as State law allows and as Employee deems appropriate.

7.3 Integration; Amendments; Binding Effect. The text herein shall constitute the entire agreement between the City and Employee and any oral or other understandings are not binding upon the parties unless specifically amended in writing by mutual agreement. Nothing shall restrict the ability of City and Employee to mutually and in writing amend or adjust the terms of this Agreement. This agreement shall be binding and inure to the benefit of the heirs at law and executors of Employee.

7.4 Severability. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this agreement or a portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect.

7.5 Attorney Fees. In the event of any suit or action herein, the prevailing party in such suit or action shall be entitled to reasonable attorney's fees to be fixed by the trial court, and if an appeal is taken from the decision of the trial court, such further sum as may be fixed by the appellate court as reasonable attorney's fees in the appellate court, together with prevailing party costs and disbursements incurred therein.

7.6 Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

7.7 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the City of Toledo, Lincoln County, Oregon, has caused this agreement to be signed and executed on _____, 2023.

CITY:
CITY OF TOLEDO

EMPLOYEE:
CITY MANAGER

BY: _____
Rod Cross, Mayor

BY:  _____
Douglas C. Wiggins

ATTEST:

APPROVED AS TO FORM:

Lisa Figueroa, City Recorder

Michael E. Adams, City Attorney

**Exhibit A
CITY OF TOLEDO
CITY MANAGER**

GENERAL STATEMENT OF DUTIES:

Serves as chief administrative officer of the City. Directs and coordinates the activities of all City departments and implements policy as established by the City Council.

SUPERVISION RECEIVED:

Works under the general direction of the Toledo City Council, which establishes policies and ordinances which the City Manager implements and administers.

SUPERVISION EXERCISED:

Responsible for supervision over all employees of the City. Exercises direct supervision of department heads and others as may be appropriate.

TYPICAL EXAMPLES OF WORK:

An employee in this classification may be called upon to do any of the following, however, these examples do not include all the tasks which the employee may be expected to perform.

- A. Meets with the public to provide information and assistance regarding City ordinances, policies, planning and zoning matters. Receives private citizen questions and complaints on a wide variety of issues and attempts to resolve problems to the satisfaction of all parties.
- B. Supervises the preparation of the annual budget. Reviews and approves departmental needs and estimates, and transmits budget to budget committee for review and final action.
- C. Plans, gives general direction on and reviews the services rendered by the departments.
- D. Meets with the City Council in regular and special meetings. Gives information on and transmits reports covering issues or concerns of municipal operations, and advises councilors in their deliberation on policy or legislative matters.
- E. Confers with department heads and others on varied operating and administrative problems. Reviews departmental plans, programs and procedures and coordinates methods to improve the services rendered by the City.
- F. Serves as purchasing agent for City and is responsible for the efficient expenditure of City funds. Approves grant applications.
- G. Meets with vendors, contractors, sales people and consultants, negotiates contracts, and serves as contracting agent for the City.
- H. Meets with representatives of other governmental agencies on varied problems involved in the coordination of City services and in agreements with other governmental units.
- I. As requested by the Council or staff, attends Planning Commission meetings and meetings of special purpose (parks and recreation, site selection, citizen involvement) and provides staff assistance.

- J. Maintains final authority for the appointment and dismissal of all City employees. For positions below the departmental level, the personnel function is performed in consultation with the department head.
- K. Hires and confers with consultants, e.g. engineers, etc., concerning matters affecting the City's operation where their expertise is necessary.
- L. Coordinates with the Treasurer financial matters brought before the City Council.
- M. Attends meetings as a representative of the City.
- N. Conducts correspondence on varied public contract problems and prepares or supervises the preparation of informative material for publication.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	July 19, 2023	Resolution No. 1528, A resolution updating the Master Fee Schedule for services provided by the City of Toledo and repealing Resolution No. 1500
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:

Move to adopt Resolution No.1528, A resolution of the Toledo City Council updating the Master Fee Schedule for services provided by the City of Toledo and repealing Resolution No. 1500.

Background:

The City of Toledo provides a variety of services to the residents and community of Toledo. With increasing expenses for services provided it is necessary for the City of Toledo to regularly review fees/assessments and amend or update them.

Historically, amendments were proposed prior to July 1 however, there were recent ordinances considered by the Council that would implement new permit applications such as the recreational vehicle permit and a camping permit. Staff decided to postpone consideration of the master fee schedule in order to propose an application fee for those permits. The proposed amendments are included in the attached Master Fee Schedule (in a legislative format). The Master Fee Schedule would be in effect beginning August 1, 2023.

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

Attachment:

1. Resolution No. 1528 with Exhibit A; Master Fee Schedule (legislative changes are identified with strikethroughs and underlining)

**CITY OF TOLEDO
RESOLUTION NO. 1528**

A RESOLUTION OF THE TOLEDO CITY COUNCIL UPDATING THE MASTER FEE SCHEDULE FOR SERVICES PROVIDED BY THE CITY OF TOLEDO AND REPEALING RESOLUTION NO. 1461A

WHEREAS, the City of Toledo provides a variety of services to the public and has incurred increasing expenses for services provided to the residents of Toledo; and

WHEREAS, it is necessary to regularly review and update fees and assessments charged by the City of Toledo; and

WHEREAS, this resolution and Master Fee Schedule herein attached as ‘Exhibit A’ amends and/or updates fees and charges for all City Departments and supersede Resolution No. 1500 effective August 1, 2023; and

WHEREAS, The Toledo Municipal Code authorizes the City Council to adopt fees annually for said services.

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

Section 1. Resolution No. 1500 is hereby repealed in its entirety.

Section 2. This Resolution and Master Fee Schedule attached as ‘Exhibit A – Master Fee Schedule’ is hereby adopted and shall become effective on August 1, 2023.

That this Resolution shall be effective upon passage by the City Council this 19th day of July, 2023.

APPROVED:

ATTEST:

Mayor Rod Cross

City Recorder Lisa Figueroa



**City of Toledo
Master Fee Schedule**

ADMINISTRATION	
Administrative (Admin) Fee	25% of cost
Public Records Request Fees	(set by Resolution No.1416)
Photocopies	
8.5 x 11, per side	\$0.50
8.5 x 14 & 11 x 17, per side	\$1.00
Lien Search	\$20.00
City Documents (listed; all available on the city website)	\$20.00
Annual Audit Report	\$20.00
Budget Document	\$20.00
City Charter	\$20.00
Comprehensive Land Use Plan	\$20.00
Transportation System Plan	\$20.00
Water Master Plan	\$20.00
Water Management and Conservation Plan	\$20.00
Facility Use	
Meeting rooms	\$50.00/per day
Memorial Field (private events)	\$75/day
Special & Outdoor Event Permit <u>application</u>	<u>\$20.00</u>
Memorial Field <u>(use)</u>	\$150/per day
<u>Parade permit</u>	<u>\$20.00</u>
Returned Check	<u>\$35.00</u>
Business License Application Processing Fee (per TMC ¹ 5.04.050)	\$25.00
Business license application	
1-2 employees	\$60.00
3-5 employees	\$85.00
6-10 employees	\$110.00
11-20 employees	\$160.00
21-50 employees	\$260.00
Excess of 50 employees	\$410.00
Business License Late Fee (per TMC ¹ 5.04.080)	10% to 15%
Solicitor license (per TMC ¹ Chapter 5.04.030)	Follows Business License Fee schedule
Collection Agency Charge	25%
Interest Charge (unless otherwise specified by TMC ¹)	9%
Candidate filing fee	\$20.00
Liquor license Fees (set by ORS 471.166(7))	
New	\$25.00
Renewal	\$25.00
Ownership change	\$25.00
Application for temporary use <u>(consume alcohol in public places)</u>	<u>\$25.00</u>
Notary Services (per notarial act)	\$10.00
Pinball Machine & Other Similar Devices License	\$10.00

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¹Toledo Municipal Code
Exhibit A – Master Fee Schedule



**City of Toledo
Master Fee Schedule**

(Monthly license fee)	
Taxicab Operator Fee (annual; set per TMC ¹ 5.16.090)	\$60.00 \$61.80

LIBRARY	
Photocopies	
Library materials (first 5 pages free)	
8.5 x 11, per side	\$0.50
8.5 x 14 & 11 x 17, per side	\$1.00
Microfilm printing 8.5 x 11	\$0.50
Library Card Replacement	\$3.00
Lost Materials	Replacement Cost
Damaged Materials	Replacement Cost

PLANNING	
Photocopies	
8.5 x 11, per side	\$0.50
11 x 17, per side	\$1.00
18 x 24	\$8.00
24 x 30	\$10.00
24 x 36	\$15.00
36 x 42	\$20.00
Annexation & Rezone	\$1,500.00
Appeal, Land Use (misc.)	\$535.00
Appeal of Type II permit	\$260.00
Appeal of Type III permit	\$535.00
Code Amendment	\$930.00
If permit requires Measure 56 public notice	\$930.00 + notification costs
Comprehensive Plan Amendment	\$930.00
If permit requires Measure 56 public notice	\$930.00 + notification costs
Conditional Use	\$535.00
Exception to Statewide Goal	\$2,660.00
Expedited Land Division	\$2,000.00
Interpretation, Code (official)	\$170.00
Land Use Compatibility Statement Review	\$20.00
Lot Line Adjustment	\$135.00
Modification of approval	75% of original application fee
Partition – Minor	\$535.00
Partition – Major	\$930.00
Planned Unit Development	\$930.00 + \$20 per lot
Replat – Minor	\$535.00
Replat – Major	\$930.00
Riparian Modification Permit	\$200.00
Restrictive Lot Line Covenant	\$100.00 + Admin Fee
Similar Use (Planning Commission)	\$535.00
Subdivision	\$930.00

¹Toledo Municipal Code
Exhibit A – Master Fee Schedule



**City of Toledo
Master Fee Schedule**

Temporary Use Permit	\$100.00
<u>(Recreational Vehicle) permit</u>	<u>\$50.00</u>
Tree Permit	\$20.00
Demolition Permit	\$20.00
PLANNING CONTINUED	
Floodplain Development Permit	\$20.00
Urban Growth Boundary Amendments	\$2,660.00
Vacation – Street & Plats	\$2,000.00
Variances	
Class A (Type I)	\$65.00
Class B (Type II)	\$260.00
Class C (Type III)	\$535.00
Zone Change (Type IV)	\$930.00
Multiple Land Use Applications	Highest tier + 75% of each additional land use application when submitted together
Multiple Type I Permits <i>(City may waive some fees where overlapping permits do not need significant additional review)</i>	
Type I permit not specified	\$65.00
Type II permit not specified	\$270.00
Type III permit not specified	\$535.00
Type IV permit not specified	\$930.00
Grading/Excavation Permits	
20 to 100 cubic yards	\$65.00
101 to 1,000 cubic yards	\$65 for the first 100 cubic yards + \$15 for each additional 100 cubic yards or fraction thereof
1,001 to 10,000 cubic yards	\$200 for the first 1,000 cubic yards plus \$13 for each additional 1,000 cubic yards or fraction thereof
10,001 to 100,000 cubic yards	\$317 for the first 10,000 cubic yards plus \$50 for each additional 10,000 cubic yards or fraction thereof
100,001 cubic yards or more	\$767 for the first 100,000 cubic yards plus \$30 for each additional 10,000 cubic yards or fraction thereof

¹Toledo Municipal Code
Exhibit A – Master Fee Schedule



**City of Toledo
Master Fee Schedule**

PUBLIC WORKS	
Bid/Contract documents	\$50.00 \$51.50
Specification/Procedure Manual/Standards Manual (available on the city website)	\$20.00 \$20.60
NOTE: Utility Work requiring use of city vehicles and equipment is charged per hour unless otherwise noted	
Mechanic Service Rig	\$60.00 \$61.80
Flatbed Truck	\$70.00 \$72.10
Dump Truck	\$90.00 \$92.70
Backhoe	\$90.00 \$92.70
Vactor Truck	\$150.00 \$154.50
Sludge Truck	\$100.00 \$103.00
Air Compressor	\$60.00 \$61.80
Sweeper	\$150.00 \$154.50
Personnel Costs	
Flagging	Personnel Cost + Admin fee
Operator(s)/crew	Actual Personnel cost
Other Personnel	Actual Personnel cost
Overtime	Actual Personnel cost + Admin fee
Sewer Connection	\$130.00 \$133.90
Right-of-Way Permit	\$50.00 \$51.50
Curbs/Sidewalk Permit	Cost + Admin fee
Engineering Review	Cost + Admin Fee
Public Works Permit Fee	\$140.00 \$144.20
Pavement Disturbance Fee	Cost + Admin fee
Cutting & Trenching	Cost + Admin fee
Haulable Water	\$30 \$30.90 per 1,000 gallons
Use of barricades and/or cones	\$25 \$25.75 /per day

PUBLIC SAFETY (POLICE & FIRE SERVICES)	
Public Safety Reports	
Up to ten (10) pages	\$10.00
More than 10 pages	\$1.00 per side
911 recordings	\$25.00
Tow/impound fee	\$100.00
Photographs	\$5.00 per photo (electronic only)
Fingerprinting – per card	\$15.00
Parking fines (Set by Toledo Municipal Code)	
False Alarm Response – after four calls per calendar year	\$50.00 each
Dog Impound (fees assessed by Lincoln County)	
Emergency Services related to Fire Department Services	Per State Fire Marshall Schedule

¹Toledo Municipal Code
Exhibit A – Master Fee Schedule



**City of Toledo
Master Fee Schedule**

<u>Dangerous Dog permit (per Ordinance No. 1403, adopted 11-16-2022)</u>	<u>\$100.00</u>
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¹Toledo Municipal Code
Exhibit A – Master Fee Schedule

CITY OF TOLEDO REQUEST FOR COUNCIL ACTION

	Meeting Date:	Agenda Topic:
	July 19, 2023	Approval of Contract to purchase new Tasers for the Toledo Police Department
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Police Chief M. Pace	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Motion to approve the contract for purchase of seven T7 Tasers, which will occur only after seven (7) days of publication on the City website; make findings below and declare it is sole source procurement; and authorize the City Manager to sign the contract.

Background:

In 2022, the Police department was informed by Axon (parent company of Taser) that the current Taser (X26P) was no longer going to be supported by Axon. I budgeted for the replacement of the Tasers in the Equipment Line Item (001-400-620500) of the 23-24 Fiscal Year Budget. The quote for the Tasers is attached.

By your motion, staff requests that City Council declare this a sole source procurement, which has two steps:

(1) The City Council, acting as the Local Contract Review Board, makes findings as required in ORS 279B.075:

- (a) That the efficient utilization of existing body cameras and removal of Tasers from holsters requires acquiring compatible goods or services;
- (b) That the Tasers are required to exchange software or data with other Lincoln agencies are available from only one source, as all such agencies are using these Tasers; and
- (c) That the Tasers are the most reliable based on Police Chief Mike Pace's experience.

(2) The City Recorder post this Request for Council Action on the City website, under the caption "Sole Source Procurements," for at least seven (7) days from the date of this notice of the determination that the Tasers are available from only one source, to allow a period to protest the sole source determination, before the purchase of the Tasers.

Written protests are due no later than 6:00 p.m. on July 26, 2023 to Chief Mike Pace at the Toledo Police Department. The authority used is TLR 2.32-180, Toledo Public Contracting Rule F(10).

Fiscal Impact:	Fiscal Year:	GL Number:
\$26,997.60	2023-2024	001-400-620500

Attachment:

1. Axon Quote for Taser



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-467288-45106.819JR

Issued: 06/29/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 08/15/2023

Account Number: 139346

Payment Terms: N30

Delivery Method:

SHIP TO		BILL TO		SALES REPRESENTATIVE	PRIMARY CONTACT
250 W Highway 20		Toledo Police Dept. - OR		Jared Romain	Michael Pace
250 W Highway 20		250 W Highway 20			
Toledo,		Toledo			
OR		OR			
97391-1243		97391-1243		Phone: (480) 847-1054	Phone: (541) 635-2356
USA		USA			
		Email:		Email: jromain@axon.com	Email: michael.pace@cityoftoledo.org
				Fax: (480) 847-1054	Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$26,997.60
ESTIMATED TOTAL W/ TAX	\$26,997.60

Discount Summary

Average Savings Per Year	\$1,470.30
TOTAL SAVINGS	\$7,351.50

Payment Summary

Date	Subtotal	Tax	Total
Jul 2023	\$26,997.60	\$0.00	\$26,997.60
Total	\$26,997.60	\$0.00	\$26,997.60

Quote Unbundled Price:	\$34,349.10
Quote List Price:	\$29,649.30
Quote Subtotal:	\$26,997.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Cert	Taser 7 Certification Bundle	7	60	\$81.60	\$70.41	\$64.28	\$26,997.60	\$0.00	\$26,997.60
A la Carte Hardware									
20186	SAFARILAND HOLSTER MOLLE ADAPTER W MLS16 FORK	3			\$25.70	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$26,997.60	\$0.00	\$26,997.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	7	08/15/2023
Taser 7 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	8	08/15/2023
Taser 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	6	08/15/2023
Taser 7 Certification Bundle	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	1	08/15/2023
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	21	08/15/2023
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	08/15/2023
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	21	08/15/2023
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	08/15/2023
Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	14	08/15/2023
Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	14	08/15/2023
Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	7	08/15/2023
Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	7	08/15/2023
Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	08/15/2023
Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	08/15/2023
Taser 7 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	08/15/2023
Taser 7 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	08/15/2023
Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	08/15/2023
A la Carte	20186	SAFARILAND HOLSTER MOLLE ADAPTER W MLS16 FORK	3	08/15/2023
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	08/15/2024
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	08/15/2024
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	08/15/2025
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	08/15/2025
Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	14	08/15/2025
Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	14	08/15/2025
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	08/15/2026
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	08/15/2026
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	08/15/2027
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	08/15/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	7	08/15/2023	08/14/2028
Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	08/15/2023	08/14/2028

Services

Bundle	Item	Description	QTY
Taser 7 Certification Bundle	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	7

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	8	08/15/2024	08/14/2028
Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	7	08/15/2024	08/14/2028
Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	08/15/2024	08/14/2028

Payment Details

Jul 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	20186	SAFARILAND HOLSTER MOLLE ADAPTER W MLS16 FORK	3	\$0.00	\$0.00	\$0.00
Annual Payment 1	T7Cert	Taser 7 Certification Bundle	7	\$26,997.60	\$0.00	\$26,997.60
Total				\$26,997.60	\$0.00	\$26,997.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/29/2023



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	July 19, 2023	Consideration of a permit to consume alcohol in public places; Granite and Light
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:

Staff makes no recommendation. The City Council may make a motion to approve or deny the permit application request.

Background:

Granite and Light, LLC submitted an application on July 12, 2023 for a permit to allow consumption of alcohol in public places during the Journal of Lost Time Vanlife event (aka Holy Toledo) at the Port of Toledo property beginning July 20. This the second year the event will be in Toledo.

The event is a pre-registered event and is not entirely open to the public. The organization will be responsible for distribution and monitoring of alcohol. A copy of the permit was forwarded to the Police Department for a background check. The Council may make a recommendation, however the final decision rests with the Oregon Liquor and Cannabis Commission (OLCC).

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

Attachment:

1. OLCC Permit application
2. City permit application



TEMPORARY SALES LICENSE – FOR-PROFIT (TSL-FP)

APPLICATION: Page 1 of 2

1. Applicant Name:
2. Contact Person:
3. Contact Phone:
4. Contact E-mail:
5. Event Name:
6. Date(s) of event (no more than **seven** days):
7. Start/End hours of alcohol service: _____ to _____ (Include am/pm)
8. Address of Special Event: _____
(street) (city) (zip code)
9. Is any part of the special event licensed premises outdoors? Yes No
 - If yes, please submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.
10. List the name(s) and service permit number(s) of alcohol manager(s) that will be on-duty and in the licensed area:
11. What is the expected attendance per day in the area where alcohol will be sold or consumed?
 - If the expected attendance per day in the licensed area (where alcohol will be sold or consumed) is **501 or more**, please **submit a Plan to Manage** along with this application.
 - If the expected attendance is **301 or more** per day, the event must have at least \$300,000 of liquor liability insurance coverage (ORS 471.168) and you must also answer questions 12 and 13. If your answer is 300 or fewer per day, please skip questions 12 and 13.
12. Insurance Company:
13. Policy #:



TEMPORARY SALES LICENSE – FOR-PROFIT (TSL-FP)

APPLICATION: Page 2 of 2

GOVERNMENT RECOMMENDATION. Please read the instructions. You must obtain a recommendation from the local city or county named below in #14 before submitting this application to the OLCC.

14. Name of the **CITY** if the event address is within a city's limits:

OR

Name of the **COUNTY** if the event address is outside the city's limits:

I affirm the following:

- Minors (people under the age of 21) and visibly intoxicated people will not be allowed to buy, possess, or consume alcohol.
- The only open containers of alcoholic beverage that may be taken off the licensed area are securely covered containers (growlers) of malt beverage, wine, or cider. I will not allow any other open container of alcoholic beverage to leave the licensed area.
- Marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the special event licensed premises.
- The event will meet the food service requirements of a TSL-FP. (See the [Special Event Guide for TSLs and Exempt Events.](#))
- I am authorized to sign this application on behalf of the applicant.

Name of individual signing (please print):

SIGNATURE (electronic signature acceptable): _____ Date:

CITY OR COUNTY USE ONLY The city/county named in #14 above recommends:

_____ Grant _____ Acknowledge _____ Deny (attach written explanation of deny recommendation)

(Optional) City/County contact person and phone number or email:

City/County Signature:

Date:

FORM TO OLCC: This license is valid only when signed by an OLCC representative. Submit your special event application to the OLCC office regulating the county in which your special event will happen. Find the OLCC office here: [OLCC offices & the counties they serve.](#)

OLCC USE ONLY Fee Paid: _____ Date: _____ Receipt #: _____

License is _____ Approved _____ Denied

OLCC Signature:

Date:



CITY OF TOLEDO
Consume Alcoholic Beverages in a Public Place
Permit Application

Event Information

Date(s) of Event: 7/20-7/24 Time of Event: _____

Event Location: Waterfront Park

Type of Alcohol to be consumed at the event: Beer, Wine, Spirits

Applicant must provide the following information:

1. Identify the event area (e.g., entire premises, area within a park, provide a site map if necessary):
entire premises

2. List primary activities within the area (dinner, auction, beer garden, food fair):
camping, live music, workshops, panels, yoga

3. Will minors and alcohol be allowed in the same area together? ☐ Yes ☐ No

4. What is the expected attendance in the event area per day? 200
**If 50 or more people are expected, than you will be required to submit an Application for Outdoor Event Permit*

5. Describe your plan to prevent problems or violations.
It's a camping event, so there will be no driving.
we have volunteer staff monitoring and contacted local police about the event.
We have permits with the port of Toledo and city.

6. Describe your plan to prevent minors from gaining access to alcoholic beverages.
ID Check with entry + wristbands for 21+

7. Describe your plan to manage alcohol consumption by adults.
any noticeably intoxicated individuals will be denied further consumption

Applicant/Organization Information

Organization Name: Granite & Light LLC

Applicant/Contact Name: Sam Zellmer

Phone: 954-540-9281 E-mail address: sam@thejournaloflosttime.com

Mailing address: 528 Ashbury St #2 CA 94117
City State Zip Code

Name/Number of Alternate Contact: Josiah Roe 423-313-6097

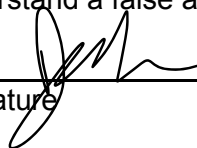


CITY OF TOLEDO
Consume Alcoholic Beverages in a Public Place
Permit Application

Certification of Application

Please read carefully and check all boxes for the terms of the permit.

- ☒ I agree to comply with all Toledo City Ordinances and Oregon State laws pertaining to this event.
- ☒ I agree to comply with all requirements and additional conditions of approval placed on this permit.
- ☒ I agree that the applicant and/or the alternate contact person listed in this permit will attend the event and be made available for contact throughout the duration of the event.
- ☒ I further agree to defend, indemnify, and hold harmless the City of Toledo, its officers, agents, and employees from any and all liability, actions, claims, losses, damages, or other costs, including attorney fees, for injuries to persons and damage to property arising out of the activities pursuant to this permit.
- ☒ I understand the City reserves the right to suspend or revoke this permit at any time without cause.
- ☒ I understand this is a one-time permit and valid only for the specific event identified in this document.
- ☒ I certify that information contained in this application is true and correct. I understand that false information may be grounds for denial or revocation of this permit.
- ☒ Proof of Liability Insurance included
- ☒ Initials: *I understand that the application may be held for approval until I provide all necessary information*
- ☒ I certify all information submitted is complete and correct to the best of my knowledge. I understand a false answer may be reason to deny this application.


Signature

7/11/23
Date

OFFICE USE ONLY:

DATE RECEIVED: _____

EVENT NUMBER: _____



Toledo City Council Dashboard – JULY 2023

Police

Dispatch

547 CAD Screens

29 Case Numbers

Inbound calls

- 103 - 911 calls (includes abandoned 911s)
- 414 - Incoming Admin calls

Traffic

Citations

Driving Uninsured	1
Driving W/O Privileges	2
DWS-Violation	1
Fail Carry Proof Insurance	1
Failure to Obey Traffic Control Device	1
Improper Display of Sticker	1
Unlawful/Unsignaled Turn	1
Violation of Posted Speed	5
Violation of Posted Truck Route	1
Total	14

	<u>Citations</u>	<u>Warnings</u>	<u>Total</u>	<u>Average Warning</u>	<u>DUII</u>
Total	14	60	74	81%	0

Overtime

Dispatch: 64.25

Patrol: 115.5

Crimes

Person

Assault	1
Kidnap	1
Menacing	3
Sex Offense	2
Total	7



Property

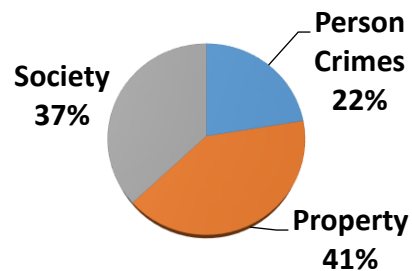
Criminal Mischief	1
Hit and Run - Property	1
Theft	4
Trespass	1
Total	7

Society

DWS - Felony	1
Warrant	2
Total	3

Total Crimes	17
Total Cleared Crimes	11
Cleared by Arrest	65%

Year to Date Crimes in Toledo 2023



Library

	June
Circulation of all items	4374
Hotspots	14
Laptops	5
In person visits	1357
Programs	
Childrens Programs	128
Podcast	42
Computers sessions	205
Reference	120



Facebook Viewings

Post reach

Post

Engagement

New Page

Likes

Volunteer Hours

Community Room

Use

Upstairs conference
room

5

4,991

1,812

5

36.5

29

8

Fire

Total Calls:	Total Calls:	Total Calls:	Total Calls:	Total Calls:	Total Calls:	Total Calls:	Total Calls:	Total Calls:	Total Calls:	Total Calls:	Total Calls:	Total Calls:
Calls in City:		44	in city:	84	148	27	174	34	5	0	2	41
Calls in District:		13	in district:	28	51	9	60	6	3	0	0	9
Calls Out of District:		0	out of district:	0	0	0	0	0	0	0	0	0

We had 58 calls for the month. Our training topics right now are the Firefighter 2 classes and it is regional class over a couple months with Siletz, Newport and Toledo. OSFM and Newport fire are assisting with instruction. 4th of July was not as eventful as other areas, we only had the 1 small grass fire. At the time of this email we are recovering from our assistance at the structure Fire South of Yachats, we had 6 people go with an engine and a tender. All volunteer response for us. They got back in service in Toledo after midnight. As that turns out it was Yachats ambulance response area but was in Lane county. I don't have the specifics but it was a large turnout for the fire. We are continuing to dry out so please be careful with your outdoor activities. A fire outside Monmouth was started by heavy equipment's exhaust, The engine went into regen mode which causes the exhaust to get very hot.



Administration

No new information for city website usage; Google analytics converted to a new interface and staff is learning how to utilize it.

Municipal Court

Violations: eight (8)

Collections: \$2,015.00

Public Works

New Construction Applications:

Room addition at 132 NW 10th Street

Room addition at 750 NW Forestry Road

Garage at 515 Radio Court

Home renovation at 461 SE 7th Street

Change of occupancy for 160 N Main Street

Manufactured home at Olson Road

Land Use Applications:

1. Minor partition to create two parcels at 560/566 NE Lormax Place
2. Temporary use permit to reside in RV at 461 SE 7th Street
3. Variance to the side yard setback at 930 NE Alder Street

Annual Department Statistics				
Type of Permit	June	2023	2022	2021
Building Permit	6	17	21	27
Other Permits*	0	23	38	20
Land Use Application	3	13	23	29
Truck Permit	0	14	14	13
Value of Construction Improvements	\$150,000	\$689,956	\$2,267,667	\$4,167,776

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

Water

Jun-23

Gallons produced by WTP	18,429,391
Billable	12,178,632
Non-billable	1,378,000
Fire Department usage	0



Public Works usage	120,724
Total gallons accounted for	13,677,356
Difference	4,752,035
Percent of Loss	25.79%
Wastewater Treatment Plant treated	11,916,000

Public Works Report for June 2023

- Check and clean parks
- Trim parks
- Meter reading
- Repair Sewer Line @ 18th & SE Laurel for I&I lining
- K28-K29 Sewer Line I&I Preparation
- Brush cutting
- Blow off streets
- Vehicle and equipment maintenance and repair
- Fabrication
- Mowing
- Mill Creek readings
- Inventory
- Asphalt patching around City
- Distribution work orders
- CL2 testing
- Art, Oysters, & Brews Inventory & Preparation
- PUD repair of power supply to High School Pump Station
- Street Painting of Stop Bars/RR Crossings & Crosswalks
- Work Zone Flagging for Street Painting
- Grind RR crossing South of GP Gate 3
- Repair of Benches @ Veteran's Deck
- Repair water line @ NE 1st St
- Sewer Lift Station Maintenance
- Street sweeping
- Facilities Maintenance
- Service Line & Meter box repair @ Lauren Lane
- NW Skyline & Arcadia tree trimming
- Fircrest Housing Community Street Painting
- Arcadia Bathroom Footing preparation
- Locates
- Hydrant & Dead End Line Flushing
- Pump station checks
- Weekly Memorial Park watering and preparation for Thursday Market
- Tree & Brush Removal NE Arcadia