CITY OF TOLEDO **AGENDA**

City Hall
206 N. Main St.
Toledo, Oregon 97391
6:00 p.m.

TOLEDO CITY COUNCIL
Work Session – also via Zoom Meeting Platform
July 24, 2024

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 meeting login information.

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

1. Call to Order, Pledge of Allegiance and roll call

2. Visitors/Public Comment
(The public comment period provides the public with an opportunity to address the City Council regarding items not on the agenda. Please limit your comments to three (3) minutes).

3. Consent Agenda
There are no items for discussion

4. Discussion Items
- Discussion in regards to parking alternatives on Main Street
- Housing discussion
- Selection of League of Oregon Cities' 2025-2026 legislative priorities
- Proposed amendments to City Charter to submit to voters in the 2024 General Election

5. Decision Items
- Permit application to consume alcohol in public places, Granite and Light, LLC
- Permit application to consume alcohol in public places, Timbers Restaurant
- Approve an expenditure to purchase a new patrol car
- Approve amendments to the lease and sublease with Yaquina, LLC and the Yaquina Pacific Railroad Historical Society

6. Reports and Comments
- Committee updates

7. Adjournment

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

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

Council Goal:	Meeting Date:	Agenda Topic:
Not applicable	**July 24, 2024**	Proposed amendments to City Charter to submit to voters in the 2024 General Election
	Agenda Type:	
	Discussion Items	
Prepared by:	**Reviewed by:**	**Approved by:**
City Recorder L. Figueroa	City Manager D. Wiggins	City Manager D. Wiggins

Recommendation:
Staff makes no recommendation at this time.

Background:
Update: July 24, 2024
The attached materials were presented to the City Council on July 17, 2024 for discussion. The Council directed staff to bring the proposed City Charter amendments back for possible discussion with the intent to approve a resolution on August 7, to submit the amendments to the voters in the 2024 General Election.

Original report July 17, 2024:
The current Toledo City Charter (Charter) was approved in 1993 and has not been reviewed since then. The City Charter is the only document within the Municipal Code that must go before voters for amendments and changes.

Earlier this year, the City Council appointed a Committee by resolution to review the Toledo City Charter to consider whether it needed to be updated. The Committee diligently reviewed the charter, compared it to the League of Oregon Cities model Charter and CA Adams' proposed draft Charter. The proposed Charter, (which is attached) is almost a complete rewrite of the existing Charter. Several changes have been made, such as:

- Clearer language to roles and responsibilities of Council members, the Mayor and appointive officers;
- Creating position numbers for Council instead of being appointed at large;
- Adding qualifications to potential appointees of the Council;
- Amending language to allow for attendance via electronic means instead of being in person and clearly identifying administrative, legislative and quasi-judicial actions of the Council

One of the more prominent amendments to the Charter is the proposal to compensate Council members. Over the last couple of years, there have been vacancies on the Council and as Council members tried to recruit new members, they were asked if volunteers received compensation. Citizens often declined volunteering because there was no compensation.

Following several discussions, the Committee concurred some compensation is reasonable for the time members of Council commit to serving the City. Besides regular reimbursement for travel/training expenses the Committee proposed the following compensation for Council members:

- The Mayor shall receive $75 per Council meeting where City business is conducted.
- City Councilors shall receive $50 per Council meeting where City business is conducted.
- The Council President shall receive $75 per Council meeting when acting as the presiding officer in the absence of the Mayor.
- When multiple meetings are held in a single day, all members will receive compensation at their respected rate for only one meeting.
- When any member of the Council is absent from a meeting regardless of excused or not, there will be no compensation for that meeting.
- Subsequent Council compensation rates shall be established by ordinance and may only take effect after every Councilor's current term has expired.

Following Council discussion, it would be brought back at a future meeting with a resolution that includes a ballot title and explanatory statement to submit it to the voters. Following approval of a resolution, it will need to be filed with the City Elections Officer (City Recorder) and published in a local newspaper. The ballot title and explanatory statement must be filed with the Lincoln County Clerk by September 5.

The proposed draft is for consideration and discussion only at this meeting. A copy of the existing Charter is also included for comparison. Council may make additional amendments to the proposed Charter before it is brought back for approval.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	**2024-2025**	**N/A**

Attachment:
1. Proposed City Charter
2. Existing 1993 City Charter

Outline of Charter Chapters

Preamble
Chapter 1 – Name and Boundaries
Chapter 2 – Powers
Chapter 3 – City Council
Chapter 4 – Appointive Officers
Chapter 5 – PERSONNEL
Chapter 6 – Administrative Authority
Chapter 7 – Legislative Authority
Chapter 8 – Quasi-Judicial Authority
Chapter 9 –Elections
Chapter 10 – Miscellaneous Provisions

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City Charter – City of Toledo, Oregon

PREAMBLE

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

We, the voters of Toledo, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state and enact this Home Rule Charter.

BE IT ENACTED BY THE PEOPLE OF
THE CITY OF TOLEDO, OREGON:

CHAPTER I
NAME AND BOUNDARIES

1.1. Title of Enactment. This charter may be referred to as the 2024 City of Toledo Charter.

1.2. Name of City. The City of Toledo, Oregon, shall continue as a municipal corporation with the name "City of Toledo."

1.3. Boundaries. The city includes all territory within its boundaries as they now exist or are legally modified. The city will maintain as a public record an accurate and current description of the boundaries.

CHAPTER II
POWERS

2.1. Powers. The city has all powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically enumerated each of those powers.

2.2. Construction. The charter will be liberally construed so that the city may exercise fully all powers possible under this charter and under United States and Oregon law. The powers of the city under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way the general power granted in this article. This Charter's interpretation shall be examined in its entirety.

2.3. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to city voters. This charter vests all other city powers in the City Council except as the charter otherwise provides. The City Council has legislative,

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administrative, and quasi- judicial authority. The City Council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The City Council may not delegate its authority to adopt ordinances.

2.4 Water System. The Council, by a two-thirds vote of the Council at any regular or adjourned meeting, shall have the power within the limits of the City of Toledo to suppress, restrain, and prohibit any obstruction, pollution, diversion, waste, extravagant use of, waters of Mill Creek, or the Siletz River, within or without the City limits.

CHAPTER III
CITY COUNCIL ~~*(Form of Government)*~~

3.1. ~~Where~~ General Powers and Duties. All powers of the city shall be vested in the City Council, except as otherwise provided by law or this charter, and the City Council shall provide for the exercise thereof and for the performance of all duties and obligations imposed on the city by law. ~~Powers Vested. Except as this charter provides otherwise, all powers of the City are vested in the City Council.~~ -

3.2. City Council. The City Council shall be composed of a mayor and six ~~council members (councilor(s))~~ councilors elected from the City at large. City Councilors serving four (4) year terms shall be assigned position numbers one (1), two (2), three (3), four (4), five (5), and six (6). The Mayor position shall not be assigned a position number.

3.3. Councilors. The term of office of each councilor in office when this charter is adopted shall continue until the expiration of the term for which they were elected or appointed.

3.4 Mayor. The mayor is a voting member of the City Council and has no veto authority. The mayor presides over and facilitates City Council meetings, preserves order, enforces City Council rules and determines the order of business under City Council rules.

a) The mayor recommends the appointment of individuals to City commissions and committees with the consent of the City Council.

b) The mayor must sign all ordinances, resolutions and other ~~required documents as needed of the City~~ records of City Council decisions.

c) The mayor serves as the political head of the city government but shall have no administrative duties.

3.5 Council President. At its first meeting after this charter takes effect and thereafter at its first meeting of each odd-numbered year, the council shall elect a president from its

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Commented [MA1]: An enumeration of specific powers in this article will not enlarge the powers of the council and may operate to diminish them if utilized by the courts in a restrictive interpretation. Powers of the Council are restricted by law, not just this Charter. What deleted is not accurate or comprehensive.

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membership. In the mayor's absence from a council meeting, the president shall preside. When the mayor is unable to perform the functions of the office, the president shall act as mayor.

3.6 Rules. The City Council must adopt rules ~~for the government of~~to govern its members and proceedings, by resolution. A majority vote of the Council may suspend a governing rule of the Council for Council action.

3.7 Meetings. The City Council must meet at least once a month at a time and place designated by its rules and may meet at other times in accordance with the rules and laws of the state of Oregon.

3.8 Quorum. Except as specifically addressed here and in Section 9.10, a majority of the c~~C~~ouncil members is a quorum to conduct business. In the event of an absence, a smaller number may meet and compel the attendance of absent members as prescribed by council rules. In the event of a vacancy due to resignation or other events, the quorum is reduced accordingly solely for the purpose to make necessary appointment(s) to reach the required quorum as outlined in Sectio~~n 9.9.~~ n 9.10.

3.9 Vote Required. The express approval of a majority of a quorum of the council is necessary for any council decision, except when this charter requires approval by a majority of the council. The voting requirement to fill council member vacancies, if there is less than a majority of council member remaining, is separate from the quorum requirement required to conduct all remaining city business unless otherwise stated. ~~Except as this charter otherwise provides, the concurrence of a majority of members of the council voting when a quorum of the council is present shall decide any question before it.~~

3.10 Record. A record of council meetings must be kept in a manner prescribed by the Council rules and the laws of the state of Oregon.

3.11 Compensation; Expenses.

a) Upon passage of this Charter by the electors in the November 2024 general election, all City Council members in office on July 1, 2025 shall receive compensation for City Council meetings when conducting City business or they may elect to waive their compensation. Initial compensation shall be applied as follows:

1) The Mayor shall receive $75 per Council meeting where City business is conducted.

2) City Councilors shall receive $50 per Council meeting where City business is conducted.

Commented [MA2]: "Express" is used here to clarify the effect of abstention from voting. At common law abstention from voting was regarded as concurrence with the decision. Thus, the concurrence could be either affirmative or negative depending on how the majority voted on a decision. "Express" is intended to make clear that an abstention from voting on a question may not contribute to answering the question affirmatively—it amounts to a "no" vote. Use of the word "express" means that no vote less than a majority of a quorum may decide affirmatively a question before the council

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Commented [MA3]: A "decision" is any action taken by council vote. This includes votes on formal documents such as ordinances, resolutions, orders and contracts. It also includes votes to direct city staff, and other questions and motions before the council. Unless the charter provides otherwise, the council may act affirmatively through less than a majority of its positions. A seven-member council thus may act through three councilors; its quorum is four. A five-member council may so act through two members; its quorum is three. A question may be decided negatively by fewer councilors than required to decide it affirmatively. For example, a 2 to 2 vote or a 2 to 1 vote when the quorum is four councilors, and one councilor is absent.

Commented [MA4]: Some charter sections require a vote of a majority of the council to make certain decisions. In this draft, they are sections 7.2(a), 9.10, 4.2(a)) and (b), 4.3, and 4.4(a). Section 7.2(b) requires a unanimous vote of at least a council quorum to adopt an ordinance at one meeting.

3) The Council President shall receive $75 per Council meeting when acting as the presiding officer in the absence of the Mayor.

4) When multiple meetings are held in a single day, all members will receive compensation at their respected rate for only one meeting.

5) When any member of the Council is absent from a meeting regardless of excused or not, there will be no compensation for that meeting.

b) Subsequent Council compensation rates shall be established by ordinance and may only take effect after every Councilor's current term has expired.

CHAPTER IV
APPOINTIVE OFFICERS

4.1 Other Officers.

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a) The city council shall appoint a city manager, a municipal judge and a city attorney.

b) Additional officers may be appointed if the city council considers necessary, each of whom the city council shall appoint and may remove by majority vote of all members of the city council.

c) The city council may combine any two or more appointive offices, except the offices of city manager and municipal judge or city attorney and municipal judge. In such combination, the municipal judge shall not be subject in judicial functions to supervision by any other officer.

d) The city council shall supervise all officers appointed by the city council, except as supervision may otherwise be authorized by a majority of all members of city council.

e) No city council member may directly or indirectly, by suggestion or otherwise, attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts; or attempt to exact a promise relative to an appointment from any candidate for manager; or discuss directly or indirectly with the manager for the matter of specific appointments to any city office or employment. Violation of this prohibition is grounds for removal from office by a majority of the city council. In city council meetings, councilors may discuss or suggest anything with the manager relating to city business.

4.2 City Manager.

a) The city manager is established as the administrative head of the city government. The city manager is responsible to the mayor and city council for the proper administration of all city business. The city manager will assist the city council in the development of city policies and carry out policies established by ordinances and resolutions. The city manager may be appointed for a definite or an indefinite term and may be removed at any time by a majority of the city council.

b) The City Manager may be appointed or removed by a majority of the city council. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.

c) The city manager need not be a not be a resident of the City or of the state at the time of appointment and not be required to reside in the city, however must reside within Lincoln County.

d) The city manager must:

1) Attend all city council meetings unless excused therefrom. The City Manager shall have the right to participate in discussions with the City Council, but not the right to vote.

2) Make reports and recommendations to the mayor and city council about the needs of the city;

3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits and other city decisions;

4) Appoint, supervise, and remove city employees;

5) Direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Charter. Supervise the departments to the end of obtaining the utmost efficiency in each of them, but shall have no control over the judicial activities of the Municipal judge.

6) Prepare and administer the annual city budget;

7) Administer city utilities and property;

8) Encourage and support regional and intergovernmental cooperation;

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9) Promote cooperation among the city council, staff and citizens in developing city policies and building a sense of community;

10) Perform other duties as directed by the city council; and

11) Delegate duties but remain responsible for actions of all subordinates.

f) The city manager has no authority over the city council, the city attorney or over the judicial functions of the municipal judge.

g) When the city manager is temporarily disabled from acting as manager or when the office of the city manager becomes vacant, the city council may appoint a city manager pro tem. The city manager pro tem has the authority and duties of city manager, except that a city manager pro tem may appoint or remove employees only with council approval ~~only~~.

4.3 City Attorney. The city attorney shall be the chief legal officer of the city, be legal advisor to the city council, city manager, all departments, and other instrumentalities of the city government. The city attorney shall be appointed or removed by a majority vote of the City Council. The city attorney shall attend all city council meetings unless excused therefrom.

4.4 Municipal Court and Municipal Judge.

a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in such place as the council directs. The court will be known as the Municipal Court.

b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.

d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance.

e) The municipal judge may:

1) Render judgments and impose sanctions on persons and property;

2) Order the arrest of anyone accused of an offense against the city;

3) Commit to jail or admit to bail anyone accused of a city offense;

4) Issue and compel obedience to subpoenas;

5) Compel witnesses to appear and testify and jurors to serve for trials before the court;

6) Penalize contempt of court;

7) Issue processes necessary to enforce judgments and orders of the court;

8) Issue search warrants; and

9) Perform other judicial and quasi-judicial functions assigned by ordinance.

f) The council may appoint and may remove municipal judges pro tem, or may authorize the municipal judge to appoint and remove municipal judges pro tem for terms of office set by the judge or the council.

g) The council may transfer some or all of the functions of the municipal court to an appropriate state court.

CHAPTER V
PERSONNEL

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5.1 Compensation. The city council must authorize the compensation of appointive city officers and employees as part of its approval of the annual city budget.

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5.2 Employee Responsibilities. Subject to city council approval, the city manager shall prescribe rules and procedures governing recruitment, selection, promotion, transfer, demotion, suspension, lay-off and dismissal of city employees on the basis of merit and fitness. Contrary provisions of contracts or collective bargaining agreements entered into by the City and applicable employees shall prevail over rules or procedures promulgated under authority of this section.

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5.3 Employee Political Rights. The city council, by ordinance, may affirm the rights of city employees to participate in political activities within the scope of state and federal law.

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CHAPTER VI
ADMINISTRATIVE AUTHORITY

6.1 Resolutions. The council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions shall state "Now, Therefore, The City of Toledo resolves as follows:"

6.2 Resolution Approval.

a) Approval of a resolution or any other city council administrative decision requires approval by the council at one meeting.

b) Substantive amendments to a resolution must be accepted by a vote of the city council prior to adoption.

c) After approval of a resolution or other administrative decision, the vote of each city council member must be entered into the city council minutes.

d) After approval of a resolution, ~~the city custodian of records must endorse it with the date of approval and the custodian's name and title.~~ the mayor and the city recorder must endorse it with their signature and the date of adoption.

6.3 Effective Date of Resolutions. Resolutions take effect on the date of approval or on a date as provided in the resolution.

CHAPTER VII
LEGISLATIVE AUTHORITY

7.1 Adoption of Ordinances. The city council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances shall state "Now Therefore, The City of Toledo ordains as follows:"

7.2 Mode of Adoption.

a) Except as authorized by subsection (b), before adoption, an ordinance shall be read in full and require approval by a majority of the city council at two meetings.

b) The city council may adopt an ordinance at a single meeting, unless that ordinance is setting council compensation, by the unanimous approval of the council members present, provided the proposed ordinance is available in writing to the public at least one week before the meeting.

Commented [MA6]: Existing language arguably requires a 2 step process: (1) vote to adopt substantive amendments (2) vote to adopt resolution as amended.

LOC Model language is better:
b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the council adopts the resolution at that meeting.

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c) Any substantive amendment to a proposed ordinance must be accepted by a vote of the city council prior to adoption and made available in writing to the public before the city council adopts the ordinance at that meeting.

d) After the adoption of an ordinance, the vote of each city council member must be entered into the city council minutes.

e) After adoption of an ordinance, the mayor and the city recorder must endorse it with their signature and the date of adoption.

Commented [MA7]: Recommend this language be used, in administrative, legislative and quasi-judicial, for consistency.

7.3 Effective Date of Ordinances. Ordinances shall take effect thirty days after adoption or on a later day as provided in the ordinance. An ordinance may take effect as soon as adopted or other date less than thirty days after adoption if it contains an emergency clause~~, which must declare the immediate adoption is for the sake of the public's health, safety and welfare~~.

CHAPTER VIII
QUASI-JUDICIAL AUTHORITY

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8.1 Orders. The city council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders shall state "Now, Therefore, The City of Toledo orders as follows:"

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8.2 Order Approval.

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a) Approval of an order or any other city council quasi-judicial decision requires approval by the city council at one meeting.

b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the city council adopts the order.

c) After approval of an order or other city council quasi-judicial decision, the vote of each city council member must be entered in the council minutes.

d) After approval of an order, the mayor must endorse it with their signature and the date of adoption.

8.3 Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day as provided in the order.

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CHAPTER IX
ELECTIONS

9.1 City Elections. City elections must conform to state law except as this charter or ordinances provide otherwise. All elections for city offices must be nonpartisan.

9.2 Tie Votes. In the event of a tie vote for candidates for an elective office, the successful candidate shall be determined by a public drawing of lots in a manner prescribed by the city council.

9.3 City Councilors. A Councilor shall serve terms of four years. The term of a city councilor in office when this charter is adopted is the term for which the city councilor is elected at the time of adoption.

a) All Councilors elected from the November 2024 general election shall fill the positions of one (1), three (3), and five (5) as assigned by the Mayor.

b) Positions two (2), four (4), and six (6) will be filled during the November 2026 general election.

c) All positions, while numbered, are at large positions and applicants shall file for the position in which they wish to run.

9.4 Mayor. A Mayor shall serve a term of two years. The term of the mayor in office when this charter is adopted shall continue until the expiration of the term for which they were elected or appointed.

9.5 Qualifications.

a) The mayor and each city councilor must be a qualified elector under state law and reside within the city for at least one year prior to taking office or for one year before any appointed office.

b) No person may be a candidate at a single election for more than one city office.

c) Neither the mayor nor a city councilor may be employed by the city.

d) Except when a state trial court has jurisdiction over the matter, the council is the final judge of the election and qualifications of its members.

9.6 Terms. The term of a city councilor elected at a general election begins at the first city council meeting of the year immediately after the election and continues until the successor qualifies and assumes the office.

9.7 Oath. Before entering upon the duties of office, the mayor and each city councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon and the Toledo Municipal Code.

9.8 Vacancies. Vacancies. The mayor or a city council office becomes vacant:

a) Upon the incumbent's:

1) Death;

2) Adjudicated incompetence; or

3) Recall from the office.

b) Upon declaration by the city council after the incumbent's:

1) Failure to qualify for the office within 10 days of the time the term of office is to begin;

2) Absence from the city for 30 days without council consent, or fails to attend three consecutive regular meetings of the council without being excused by the council.

3) Ceasing to reside in the city;

4) Ceasing to be a qualified elector under state law;

5) Conviction of a misdemeanor or felony crime;

6) Resignation from the office; or

7) Removal.

9.9 Judge of Qualifications. The city council shall be the judge of the election and qualifications of its members, and of the grounds for forfeiture of their office. In order to exercise these powers, the city council shall have power to subpoena witnesses, administer oaths and require the production of evidence. A member charged with conduct constituting grounds for forfeiture of office shall be entitled to a public hearing on demand and notice of such hearing shall be published in one or more newspapers of general circulation in the city at least one week in advance of the hearing.

9.10 Filling Vacancies. A city councilor vacancy shall be filled by appointment by a majority of the remaining city council members.

a) Notwithstanding the quorum requirement set forth in Section 3.8, if at any time city council membership is reduced to less than four (4), the remaining member/s may, by majority action, appoint additional members to raise the membership to four (4).

1) The appointee's term of office runs from appointment until expiration of the term of office of the last person elected to that office.

9.11 Filling a Mayoral Vacancy. The Council President shall serve as mayor pro-tem until the Council can convene and elect a Mayor from seated Council members. That Councilor shall serve as Mayor for the unexpired term of the vacated mayor position.

CHAPTER X
MISCELLANEOUS PROVISIONS

10.1. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

10.2 Pending Matters. All rights, claims, causes of actions, duties, contracts, and legal administrative proceedings that exist when this Charter takes effect continue and are unimpaired by this Charter, except as modified pursuant to the provisions of this Charter, and in each case will be maintained, carried on, or dealt with by the City department, office, or agency appropriate under this Charter.

10.3. Repeal. All charter provisions adopted before this charter takes effect are repealed.

10.4. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

10.5. Time of Effect. This Charter takes effect 30 days after the day on which it is approved by a majority of voters, and except as otherwise provided is operative July 1, 2025. The City may take any action before this Charter's operative date that is necessary to enable the City on or after the operative date to exercise all duties, functions, and powers conferred on the City by this Charter.

10.6 Saving Clause. All Charter provisions adopted before this Charter takes effect continue in force and effect until repealed.

10.7. Number and Captions. As used herein, the singular shall include the plural, and the plural the singular. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this charter.

10.8. Amendments and Revisions. No amendment, revision or repeal of this Charter may take effect unless approved by City voters. Either the council by a majority vote or City voters by an initiative petition may refer an amendment of this Charter to the City voters. Only the council, by a majority vote, may refer a revision or repeal of this Charter to the City voters.

a) Any amendment, replacement or repeal of this charter must be approved by a majority of city electors.

10.9 Charter Review. This Charter shall be reviewed every ten years by a committee consisting of at least the Mayor, two (2) Councilors, and three (3) community members.

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CHARTER - CITY OF TOLEDO, OREGON

CHAPTER I - NAME AND BOUNDARIES

Section 1 Title of Enactment. This enactment may be referred to as the Toledo Charter of 1993.

Section 2 Name of City. The municipality of Toledo, Lincoln County, Oregon, shall continue to be a municipal corporation with the name "City of Toledo."

Section 3 Boundaries. The City shall include all territory encompassed by its boundaries as they now exist or hereafter are modified pursuant to law. The custodian of City records shall keep an accurate, up-to-date description of the boundaries and make copies of this charter and the boundary descriptions available for public inspection.

CHAPTER II - POWERS

Section 4 Powers of the City. Except that this charter provides otherwise, the City has all powers that the constitution, statutes, and common law of the United States and of this state expressly or impliedly grant or allow municipalities, as fully as though this charter specifically enumerated each of those powers.

Section 5 Construction of Powers. In this charter, no mention of a specific power is exclusive or restricts the authority that the City would have if the specific power were not mentioned. The charter shall be liberally construed, so that, within the limits imposed by the charter or the constitution or laws of the United States or the State of Oregon, the City has all powers necessary or convenient for conducting its affairs, including all powers that cities may now or hereafter assume under the home rule provisions of the constitution and laws of the State of Oregon. The powers are continuing powers.

CHAPTER III - FORM OF GOVERNMENT

Section 6 Where Powers Vested. Except as this charter provides otherwise, all powers of the City are vested in the council.

Section 7 Council. The council shall be composed of a mayor and six councilors elected from the City at large.

Section 8 Councilors. The term of office of each councilor in office when this charter is adopted shall continue until the expiration of the term for which he or she was elected or appointed. At the first biennial general election after the adoption of this charter three councilors shall be elected for a term of four years, and such additional number shall be elected to fill unexpired terms as may be necessary to bring the number of elected councilors to six. Three councilors shall be elected biennially for a term of four years.

Section 9 Mayor. At each biennial general election a mayor shall be elected for a term of two years.

Section 10 Other Officers. The council shall appoint a city manager. Other additional officers of the City may be a city attorney, municipal judge, and other officers the council considers necessary, each of whom the council shall appoint any may remove by majority vote of all members of the council. The council may combine any two or more appointive offices, except the offices of city manager and municipal judge or city attorney and municipal judge. In such combination, the municipal judge shall not be subject in judicial functions to supervision by any other officer. The council shall supervise all officers appointed by the council, except as supervision may otherwise be authorized by a majority of all members of council. For positions supervised by the council, except the city manager, job duties and responsibilities of such positions shall be established by a resolution adopted by the council.

Section 11 Salaries. The maximum compensation for the services of each city officer and employee shall be the amount fixed by the council.

Section 12 Qualifications of Officers.

(1) To be eligible for an elective city office, a person at the time of election must be a qualified elector within the meaning of the state constitution and have resided in the City during the twelve months immediately preceding the election. For purposes of this subsection, City means all area included in the incorporated limits as of the date of the election.

(2) No elective officeholder of this City may be employed by the City in a position that is not substantially volunteer in nature. Any question about whether employment is substantially volunteer in nature shall be made by the municipal court.

(3) No person may be a nominee for the office of mayor and councilor at the same election.

(4) Except as otherwise provided in subsection (2) of this section, the council is the final judge of the qualifications and election of its own members.

CHAPTER IV - COUNCIL

Section 13 Meetings. The council shall hold a regular meeting at least twice a month in the City at a time and at a place that it designates. Other meetings of the council may be held, but only in accordance with procedures prescribed by the council. The council shall adopt rules for the government of its members and proceedings.

Section 14 Quorum. A majority of the incumbent members of the council shall constitute a quorum for its business, but a smaller number may meet and compel the attendance of absent members in a manner provided by ordinance.

Section 15 Record of Proceedings. A record of council proceedings shall be kept and authenticated in a manner prescribed by the council.

Section 16 Mayor's Functions at Council Meetings. The mayor shall preside over council deliberations and shall have a vote on all questions before the council. The mayor shall preserve order, enforce the rules of the council, and determine the order of business under the rules of the council.

Section 17 President of the Council. At its first meeting after this charter takes effect and thereafter at its first meeting of each odd-numbered year, the council shall elect a president from its membership. In the mayor's absence from a council meeting, the president shall preside. When the mayor is unable to perform the functions of the office, the president shall act as mayor.

Section 18 Vote Required. Except as this charter otherwise provides, the concurrence of a majority of members of the council voting when a quorum of the council is present shall decide any question before it.

CHAPTER V - POWERS AND DUTIES OF OFFICERS

Section 19 Mayor. The mayor shall appoint the council committees provided by the rules of the council, shall sign all records of proceedings approved by the council, shall sign all ordinances passed by the council, and after the council approves a bond of a city officer or a bond for a license, contract or proposal, shall endorse the bond.

Section 20 City Manager.

(1) Qualifications. The city manager:

(a) Shall be the administrative head of the city government.

(b) Shall be chosen by a majority vote of all members of the council without regard to political considerations and solely with reference to executive and administrative qualifications.

(c) Need not be a resident of the City or of the state at the time of appointment.

(2) 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.

(3) Term. The manager shall be appointed for an indefinite term and may be removed only by a majority vote of all members of the council. If a vacancy occurs in the office of manager after the first

appointment under this charter, the council, at its next meeting, shall adopt a resolution of its intention to appoint another manager. The council shall appoint a manager to fill the vacancy as soon as practical, but in no case shall the office of city manager be left vacant for more than twelve months.

(4) Powers and Duties. The manager shall:

(a) Attend all meetings of the council unless excused by the council or the mayor.

(b) Keep the council advised of the affairs and needs of the City.

(c) Make annual reports, or more frequently if requested by the council, about the affairs and departments of the City.

(d) Be responsible for the enforcement of all ordinances.

(e) See that all franchises, leases, contracts, permits and privileges granted by the City are observed.

(f) Appoint, discipline and remove personnel, except appointees of the mayor or council.

(g) Supervise and control the city manager's appointees in their service to the City.

(h) Organize and, as necessary, disband and reorganize the various city departments.

(i) Prepare the annual budget for transmittal to the council.

(j) Supervise all purchasing.

(k) Supervise the operation of all City-owned public utilities and City-owned property.

(l) Perform such other duties as the council directs.

(5) The city manager may not supervise or regulate:

(a) The council.

(b) The Municipal Judge in the Judge's judicial functions.

(c) Except as the council authorizes, appointive personnel of the City whom the city manager does not appoint.

(6) Seats at Council Meetings. The manager and other officers designated by the council are entitled to sit with the council but have no vote on questions before it. The manager may take part in all council discussions.

(7) Manager Pro Tem. If the office of city manager becomes vacant, the council shall appoint a manager pro tem as soon as practical. If the city manager is temporarily absent from the City or temporarily disabled from acting as manager, the council may appoint a manager pro tem. The appointment and removal of a manager pro tem shall be made by the majority of all members of the council. A manager pro tem shall possess the powers and duties of city manager, except that the manager pro tem may appoint or remove personnel only with the approval of the majority of all members of the council.

(8) Interference in Administration and Elections. A member of the council shall not directly or indirectly, by suggestion or otherwise, attempt to influence the manager in making an appointment or in removal of an officer or employee or in purchasing supplies; or attempt to exact a promise relative to an appointment from any candidate for manager; or discuss directly or indirectly with the manager for the matter of specific appointments to any city office or employment. A violation of this subsection forfeits the office of the offending member of the council, who may be removed by the council or a court of competent jurisdiction. The council may, however, in open session, discuss with or suggest to the manager anything pertinent to City affairs or the interests of the City. Further, a councilor may, at time, request and receive information to which a private citizen is entitled.

Section 21 Municipal Court.

(1) The municipal judge shall hold within the City a court known as the municipal court for the City of Toledo, Lincoln County, Oregon. The court shall be open for judicial business at times specified by the council. All area within the City and, as provided by law, territory outside the City, is within the territorial jurisdiction of the court. All proceedings of the municipal court are governed by the general laws of the state for justices of the peace and justice courts except as this charter or City ordinance prescribe to the contrary. The municipal court has original jurisdiction over all offenses defined and made punishable and over all actions to recover or enforce forfeiture or penalties defined or authorized by City ordinance.

(2) A municipal judge may:

(a) Render judgments and impose sanctions for enforcement of judgments on persons and property within its jurisdiction.

(b) Cause the arrest of a person accused of an offense against the City.

(c) Commit to jail pending trial a person accused of an offense against the City.

(d) Issue and compel obedience to subpoenas.

(e) Compel witnesses to appear and testify or jurors to serve in the trial of any cause before the municipal court.

(f) Punish witnesses and others for contempt of court.

(g) Issue any process necessary to carry into effect the judgment of the municipal court.

(h) Issue search warrants.

(i) Perform other judicial or quasi-judicial functions as the council prescribes by general ordinance.

(3) The council may authorize the municipal judge to appoint municipal judges pro tem for terms of office set by the judge or the council.

(4) Notwithstanding this section, the council may transfer some or all of the functions or the municipal court to an appropriate state court.

CHAPTER VI - PERSONNEL

Section 22 Merit and Fitness and Employee Political Rights and Responsibilities.

(1) Subject to council approval, the city manager shall prescribe rules and procedures governing recruitment, selection, promotion, transfer, demotion, suspension, lay-off and dismissal of city employees on the basis of merit and fitness. Contrary provisions of contracts or collective bargaining agreements entered into by the City and applicable employees shall prevail over rules or procedures promulgated under authority of this section.

(2) The council, by ordinance, may affirm the rights of city employees to participate in political activities and may impose limits necessary to maintain orderly and effective operation of city government.

CHAPTER VII - ELECTIONS

Section 23 Regulations of Elections Generally. Except as this charter provides otherwise and as the council provides otherwise by ordinance, the general laws of the state apply to city elections.

Section 24 Tie Votes. In the event of a tie vote for candidates for an elective office, the successful candidate shall be determined by a public drawing of lots in a manner prescribed by the council.

Section 25 Commencement of Terms of Office. The term of office of a person elected to a city office at a regular city election commences at the first council meeting of the year immediately following the election.

Section 26 Oath of Office. Before commencing the duties of office, each officer shall take an oath or shall affirm faithful performance of the duties of the office and support for the constitutions and laws of the United States and the State of Oregon.

Section 27 Nominations. A person possessing the qualifications required by this charter may be nominated for an elective city office. The council, by general ordinance, shall prescribe the method and form of nomination.

CHAPTER VIII - VACANCIES IN OFFICE

S **ection 28 Vacancies: Occurrence.** The office of a member of the council becomes vacant:

(1) Upon the incumbent's:

(a) Death,

(b) Adjudicated incompetence, or

(c) Recall from the office, or

(2) Upon declaration by the council of the vacancy in case of the incumbent's:

(a) Failure, following election or appointment to the office, to qualify for the office within ten days after the time for his or her term of office to begin,

(b) Absence from the City for 30 days without the council's consent or from all meetings of the council within a 45-day period or from seventy-five percent (75%) of all meetings of the council within a six-month period,

(c) Ceasing to reside in the City,

(d) Ceasing to be a qualified elector under state law,

(e) Conviction of a public offense punishable by loss of liberty, or

(f) Resignation from the office.

Section 29 Vacancies: Filling. Vacant elective city offices shall be filled by appointment by a majority vote of the remaining members of the council. The appointee's term of office begins immediately on appointment and continues throughout the unexpired term of the predecessor. During the temporary disability of an officer or during an officer's temporary absence from the City for any cause, the office may be filled pro tem in the manner provided for filling vacancies in office.

CHAPTER IX - ORDINANCES

Section 30 Adoption Clause. The adoption clause of all ordinances adopted under authority of this charter shall be, "The City of Toledo ordains as follows:".

Section 31 Mode of Adoption.

(1) Except as subsections (2) and (3) provide to the contrary, an ordinance shall, before adoption, be read fully and distinctly in open council meeting on two different days.

(2) Except as subsection (3) allows both readings by title only, an ordinance may be adopted at a single council meeting by unanimous vote of all councilors present after being read first in full and then by title.

(3) Any of the readings may be by title only if:

(a) No councilor present at the meeting requests that the ordinance be read in full, and

(b) A copy of the ordinance is provided for each councilor, three copies are provided for public inspection in the office of the custodian of City records not later than one week before the first reading of the ordinance, and notice of the availability of copies is given by written posting at the city hall and two other public places in the City or by advertisement in a newspaper of general circulation in the City.

(4) An ordinance:

(a) Adopted after being read by title alone, under the provisions of subsection (3)(b), shall have no legal effect if it differs substantially from its terms as filed prior to the reading, unless each section incorporating such a difference is read fully and distinctly in open council meeting as finally amended prior to being approved by the council.

(b) May be amended at the time of adoption if the ordinance as amended deals with the same general subject.

(5) On the final vote on an ordinance, the ayes and nays of the members of the council shall be taken and entered in the record of proceedings.

(6) On the adoption of an ordinance, the custodian of City records shall endorse it with the date of adoption and the attestor's name and title of office. Upon passage, the mayor shall sign and date the ordinance over the title of "mayor."

Section 32 When Ordinances Take Effect. An ordinance takes effect on the thirtieth day after its adoption. However, when the council considers it advisable, an ordinance may provide a later effective date or, in an emergency, an ordinance may take effect immediately on adoption.

CHAPTER X - PUBLIC IMPROVEMENTS

Section 33 Improvements. The procedure for making, altering, vacating or abandoning a public improvement shall be governed by general ordinance or, to the extent not so governed, by applicable state laws. Action on a proposed public improvement, except a sidewalk or an improvement unanimously declared by the council to be needed at once because of an emergency, shall be suspended for six months on a remonstrance by the owners of two-thirds of the land to be specially assessed for the improvement. In this section "owner" means the record holder of legal title or, if land is being purchased under a land sale contract recorded or verified in writing by the record holder of legal title to the land, the purchaser.

Section 34 Special Assessment. The procedure for levying, collecting and enforcing payment of special assessments for public improvements or other services to be charged against real property shall be governed by ordinance.

CHAPTER XI - MISCELLANEOUS PROVISIONS

Section 35 Debt Limits. The City's indebtedness may not exceed the limits imposed on a city by state law. All city officials and employees who create or officially approve indebtedness in excess of this limitation shall be jointly and severally liable for the excess.

Section 36 Existing Ordinances Continues. All ordinances of the City consistent with this charter and in force when it takes effect remain in effect until amended or repealed.

Section 37 Repeal of Previously Enacted Provisions. All charter provisions of the City enacted prior to the time this charter takes effect are repealed.

Section 38 Severability. If any provision of this charter is held invalid, the other provisions of the charter shall not be affected. If the application of the charter or any of its provisions to any person or circumstance is held invalid, the application of the charter and its provisions to other persons or circumstances shall not be affected.

Section 39 Time of Effect of Charter. This charter is in effect November 15, 1993.

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

Council Goal:	Meeting Date:	Agenda Topic:
Not Applicable	**July 24, 2024**	Temporary Sales License permit application to consume alcohol in public places, Granite and Light, LLC
	Agenda Type:	
	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
City Recorder L. Figueroa	City Manager D. Wiggins	City Manager D. Wiggins

Recommendation:
Motion to approve the permit application for Granite and Light, LLC for July 25 to July 29.

Background:
Granite and Light, LLC submitted an application for Temporary sales license during the Journal of Lost Time Vanlife event (aka Holy Toledo) at the Port of Toledo property from July 25 to July 29 between 4:00 p.m. – 9:00 p.m.

The event is a pre-registered event and is not entirely open to the public. The organization must be responsible for distribution and monitoring of alcohol. A copy of the permit was forwarded to the Police Department for a background check. At the time the council report was prepared, they had not yet completed a city permit application to consume alcohol in public places, which must be submitted prior to the event in accordance with the Toledo Municipal Code.

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	**2024-2025**	**N/A**

Attachment:
1. Permit application

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

APPLICATION: Page 1 of 2

1. Applicant Name: Granite & Light LLC

2. Contact Person: Salina Bastos

3. Contact Phone: +1 (760) 533-1149

4. Contact E-mail: salina@thejournaloflosttime.com

5. Event Name: Holy Toledo

6. Date(s) of event (no more than **seven** days): 7/25-7/29

7. Start/End hours of alcohol service: 4PM to 9PM (Include am/pm)

8. Address of Special Event: 139 NW A St (street) TOLEDO (city) 97391 (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:
Walter Potter - 9EZ573

11. What is the expected attendance *per day* in the area where alcohol will be sold or consumed? 100

- 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: TOLEDO

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): Samantha Zellmer

SIGNATURE (electronic signature acceptable): _____ Date: 7/3/23

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
REQUEST FOR COUNCIL ACTION

Council Goal:	Meeting Date:	Agenda Topic:
Not Applicable	**July 24, 2024**	Permit application to consume alcohol in public places, Timbers Restaurant
	Agenda Type:	
	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
City Recorder L. Figueroa	City Manager D. Wiggins	City Manager D. Wiggins

Recommendation:
Motion to approve the permit application request from Charlie Cyphert for August 3 and 4.

Background:
Timbers Restaurant owner, Charlie Cyphert submitted a permit to consume alcohol in public places and partnering with the City of Toledo for the annual Art, Oysters & Brews summer event. The permit is similar to requests in the recent years and Mr. Cyphert is aware of the regulations in place for a beer garden. This year, the event will be held on Saturday, August 3 and Sunday August 4 from 12:00 p.m. to 5:00 p.m.

The overall layout of the event has not changed. Staff seeks a motion to approve the permit, however the final decision rests with the Oregon Liquor and Cannabis Control Commission.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	**2024-2025**	**N/A**

Attachment:
1. Permit application

OREGON LIQUOR & CANNABIS COMMISSION

APPLICATION FOR TEMPORARY USE OF AN ANNUAL LICENSE (TUAL)

FULL ON-PREMISES SALES LICENSE TUAL PRIVILEGES

- Sell at retail distilled spirits, malt beverages, wine, and cider by the drink for consumption in the special event licensed area.
- Sell at retail malt beverages, wine, or cider in a securely covered container (growlers) for drinking off the special event licensed area. The container may not hold more than two gallons. You must not allow any other open container of alcohol to leave the licensed premises.
- Sell at retail malt beverages, wine, and cider in a factory-sealed container to consumers for consumption ***off*** the licensed premises.
- May deliver factory-sealed containers and securely covered containers (growlers) of malt beverages (beer), wine, and cider direct to consumer for consumption ***off*** the licensed premises; however, must follow the delivery rules under OAR 845-006-0392 and 845-006-0396. Delivery date(s) must be included in the listed event date(s) on the application.

LIMITED ON-PREMISES SALES LICENSE TUAL PRIVILEGES

- Sell at retail malt beverages, wine, and cider by the drink for consumption in the special event licensed area.
- Sell at retail malt beverages, wine, or cider in a securely covered container (growlers) meant for drinking off of the special event licensed area. The container may not hold more than two gallons. You must not allow any other open container of alcohol to leave the licensed premises.
- Sell at retail malt beverages, wine, and cider in a factory-sealed container to consumers for consumption ***off*** the licensed premises.
- May deliver factory-sealed containers and securely covered containers (growlers) of malt beverages (beer), wine, and cider direct to consumer for consumption ***off*** the licensed premises; however, must follow the delivery rules under OAR 845-006-0392 and 845-006-0396. Delivery date(s) must be included in the listed event date(s) on the application.

TUAL LICENSE FEE & APPLICATION STEPS

- **License Days:** In #11 below, you may apply for a maximum of **seven** license days per application form.
- The TUAL license fee is $10.00 per license day (or any part of a license day). A license day is from 7:00 am to 2:30 am on the succeeding calendar day.
- To submit the application:
  1. Fill out the application and any additional forms (if applicable) completely.
  2. Submit the application to the local government identified in question #19. The local government will complete the gray box marked CITY OR COUNTY USE ONLY. They may charge a fee for this service. **You MUST complete this step prior to submitting your application to OLCC.**
  3. Submit your application to the OLCC office that serves the county where your event will take place:
     - For mailed-in submissions, license fees can be paid by **check or money order** payable to OLCC.
     - **Cash payments** can be made **in person** at your regional OLCC office when you submit your application.
     - Find the appropriate OLCC office here: OLCC offices and the counties they serve.

Process Time
OLCC needs your completed application in sufficient time to approve it. Sufficient time is typically 2 to 4 weeks before the first event date listed in #11 below (some events may need extra processing time). OLCC may refuse to process your application if it is not submitted in sufficient time for the OLCC to investigate it.

OREGON LIQUOR & CANNABIS COMMISSION

APPLICATION FOR TEMPORARY USE OF AN ANNUAL LICENSE (TUAL)

1. My **Annual** License Type is a: ■ FULL ON-PREMISES ☐ LIMITED ON-PREMISES

2. Licensee Name (please print):
Charles G Cyphert

3. Email:
timbersloungeoutlook.com

4. Trade Name of Business:
Timbers Restaurant & Lounge

5. Fax (Optional):

6. Street Address of Annual Business:
181 Sm Main St

7. City:
Toledo

8. Contact Person:
Charlie Cyphert

9. Contact Phone:
541-961-9074

10. Event Name (if applicable):
Art, Oysters & Brews!

11. Date(s) of event (no more than **seven** days, must include delivery dates):
8/3 - 8/4/2024

12. Start/End hours of alcohol service: 12pm to 5pm (include AM/PM)

13. Address of Special Event (Street, City and Zip):
Parking lot north of 181 S Main St

14. Is the event, or any part of the event, outdoors? ■ Yes ☐ No

14a. If yes, submit a drawing showing the licensed area and its boundaries.

15. List the name(s) and service permit number(s) of alcohol manager(s) on-duty and in the licensed area:
Emilee Cyphert 46X52J Charlie Cyphert CI 2753

16. What is the expected attendance *per day* in the area where alcohol will be sold or consumed? 250-300

- 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 17 and 18. If your answer is 300 or fewer per day, please skip to question 19.
- If the expected attendance is **501 or more** per day, you must **submit a Plan to Manage** along with this application along with answering questions 17 and 18.

17. Insurance Company:
Insurance World/Northfield Insurance Co.

18. Policy #:
OSCPP-1001732-00

GOVERNMENT RECOMMENDATION
You must obtain a recommendation from the local city or county **before** submitting this application to the OLCC.

19. Name the city if the event address is within a city's limits, or the county if the event address is outside city limits:
Toledo, Lincoln

OREGON LIQUOR & CANNABIS COMMISSION

APPLICATION FOR TEMPORARY USE OF AN ANNUAL LICENSE (TUAL)

FOOD SERVICE REQUIREMENT: OAR 845-006-0462 defines the Food Service Requirements for a TUAL. See page 4 for more details on this requirement.

- If distilled spirits are provided at the event, **at least five different meals** must be provided at all times and in all areas where alcohol service is available.
- If distilled spirits are NOT provided at the event, **at least two different meals** must be provided at all times and in all areas where alcohol service is available.

Please select the scenario listed above that matches your event details:

☐ **FIVE DIFFERENT MEALS:** An event where distilled spirits are provided.

☒ **TWO DIFFERENT MEALS:** An event where distilled spirits are NOT provided.

List the meals that will be provided at the event:

1. Cajun Osyters
2. Full Restaurant Menu (TO-GO)
3.
4.
5.

I affirm the following:

- The information on this application is true and accurate.
- 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 alcohol that may be taken off the licensed area are securely covered containers (growlers) of malt beverages, wine, or cider. I will not allow any other open container of alcohol to leave the licensed premises.
- 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 Temporary Use of an Annual License.
- I affirm I am authorized to sign this application on behalf of the applicant.

20. Applicant Name (print): Charles Cyphert

21. SIGNATURE: Charles Cyphert **22. Date:** 7/14/2024

CITY OR COUNTY USE ONLY

The city/county named in #19 above recommends:

☐ Grant ☐ Acknowledge ☐ Deny (attach written explanation of Deny recommendation)

City/County Staff Name and Title:

City/County Signature: **Date:**

FORM TO OLCC: This license is valid only when signed by an OLCC representative.

OLCC USE ONLY Fee Paid: Date: Receipt #:

License is ☐ Approved ☐ Denied ☐ Not Processed - Reason:

OLCC Signature: **Date:**

OREGON LIQUOR & CANNABIS COMMISSION

APPLICATION FOR TEMPORARY USE OF AN ANNUAL LICENSE (TUAL)

FOOD REQUIREMENTS FOR TUAL

WHAT AMOUNT OF FOOD MUST I PROVIDE?

- **Five *different* meals:** If distilled spirits are provided at the event, **at least five different meals** must be provided at all times and in all areas where alcohol service is available.
- **Two *different* meals:** If distilled spirits are NOT provided at the event, **at least two different meals** must be provided at all times and in all areas where alcohol service is available.

WHAT CONSTITUTES A MEAL?

A meal is a food item that is typically served as a main course or entrée. Some examples are fish, steak, chicken, pasta, pizza, and sandwiches. Side dishes, appetizer items, dessert items, and snack items such as popcorn, peanuts, chips, and crackers do not qualify as meals.

WHAT DOES *DIFFERENT* MEAN?

Different means meals that the OLCC determines differ in their primary ingredients or method of preparation. For example, a turkey sandwich differs from a salami sandwich, a beef burger differs from a turkey burger, and fried chicken differs from baked chicken. Different sizes of the same item are not considered different.

IS THERE AN EXCEPTION TO PROVIDING THE TWO DIFFERENT MEALS?

The OLCC must determine that the clearly dominant emphasis is food service at all times in the area where alcohol service is available in order for you to provide only one meal. The OLCC will work with you to make this determination prior to approving your application.

WHAT DOES IT MEAN TO PROVIDE FOOD SERVICE *AT ALL TIMES AN IN ALL AREAS WHERE ALCOHOL SERVICE IS AVAILABLE*?

Patrons must be able to obtain food service inside the special event licensed area. You may use either of the following two methods to provide food service:

- Within all areas where alcohol service is available, have the minimum required meals available for patrons at all times; or
- Within all areas where alcohol service is available, have a menu of the minimum required meals (plus any other items you may choose to include) available for patrons at all times and be able to provide the meals in the area if a patron chooses to order food. The meals could be kept at a location other than the area where the alcohol is served; however, you must be able to provide the meals to the patron in the area where alcohol service is available.

IS PROVIDING TASTINGS OF ALCOHOL CONSIDERED PROVIDING ALCOHOL SERVICE?

Yes, providing tastings of alcohol is considered providing alcohol service; therefore, the food requirements must be met.

MAY I USE FOOD PROVIDED BY A CONTRACTOR(S) TO MEET THE FOOD REQUIREMENT?

Yes, the food service may be provided by someone other than you; however, even if food service is provided by a contractor, you are fully responsible for compliance with the food requirements. You may sell or serve alcohol only when food service that meets the requirement is provided to patrons at all times and in all areas where alcohol service is available.

WHO CAN THE CONTRACT FOR THE FOOD SERVICE BE WITH?

The contract can be between:

- You (the OLCC licensee) and the food service contractor; or
- The organizer of the event and the food service contractor.

DOES THE FOOD SERVICE CONTRACT NEED TO BE IN WRITING?

No, the food service contract does not need to be in writing; however, you may sell or serve alcohol only when food service that meets the requirement is provided to patrons at all times and in all areas where alcohol service is available.

OREGON LIQUOR CONTROL COMMISSION

IDENTIFYING A SPECIAL EVENT LICENSED AREA

The OLCC is prohibited from licensing an area that does not have defined boundaries.

Please complete items 1 – 5 and then use the box below to draw the licensed area.

1. Applicant Name (please print): Charlie Cyphert

2. Event Street Address: 181 S Main St.

3. City/County: Toledo, Lincoln

4. Date(s) of Event: August

5. Please list and describe what barrier(s) will be used to define the boundaries of the licensed area. For example: "A 6 foot high wooden fence." One enterance will be closed with City road barriers. The other will be the enterance/exit of the event with monitors. Also the other sides of the parking lot are on an extreme hill and metal fence.

USE THIS BOX TO DRAW THE LICENSED AREA

Please See map

<<
Beer Garden will be within green outline

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

Council Goal:	Meeting Date:	Agenda Topic:
To enhance and sustain public infrastructure and facilities by implementing plans...	**July 24, 2024**	Approve an expenditure to purchase a new patrol car
	Agenda Type:	
	Discussion Items	
Prepared by:	**Reviewed by:**	**Approved by:**
Police Chief M. Pace	City Manager D. Wiggins	City Manager D. Wiggins

Recommendation:
Move to approve an expenditure of up to $83,000 for the purchase and setup of a new patrol vehicle and authorize the City Manager to sign and execute documents related to the purchase.

Background:
During the budget committee meeting during the 2024-2025 session, the Toledo Police Department previously submitted a Capital Improvement Plan to purchase a new patrol car for the 2024-2025 fiscal year. This purchase is pursuant to a previously established vehicle replacement plan. The total cost to purchase the vehicle and outfit it for patrol status is approximately $83,000.

In accordance to submission of the Capital Expenditure Report to the 2024-2025 Budget Committee, the Toledo Police Department will be purchasing a 2024 Dodge Durango for $70,000 to replace a 2009 Dodge Charger (E245525) which is no longer able to function as a patrol/admin vehicle.

Fiscal Impact:	Fiscal Year:	GL Number:
$83,000	**2024-2025**	**036-360-628000**

Attachment:
1. Wireworks outfit cost
2. Graphics cost
3. Vehicle cost
4. Axon Fleet install and cost

Wire works LLC
2525 Commercial St NE
Salem, OR 97301
+1 5039908750
www.wireworks.co

Estimate

ADDRESS
Toledo Police Department 250 W. Hwy. 20 Toledo, Oregon 97391

SHIP TO
Toledo Police Department Toledo Police Department 250 W. Hwy. 20 Toledo, OR 97391

ESTIMATE #	DATE	
17218	04/22/2024	

SHIP DATE	P.O. NUMBER	SALES REP
02/11/2020	Chief/Verbal	GC

	DESCRIPTION	QTY	RATE	AMOUNT
	2024 Dodge Durango			0.00T
				0.00T
	-Install customer provided radio			0.00T
				0.00T
	ELECTRICAL SYSTEM			0.00T
Ch27.1.14	911 Circuits power distribution panel. 27 circuits, single stage timer, 14 foot. SPECIFY MOUNTING BRACKET	1	749.95	749.95T
MB CH27 UNIVERSAL	911 Circuits ABS Universal mounting bracket for the CH27	1	19.95	19.95T
WWPD-023	Wireworks circuit breaker bracket.	1	17.95	17.95T
CB150	Wire Works 150 amp manual resettable circuit breaker.	1	50.95	50.95T
				0.00T
	PUSH BUMPER:			0.00T
BK2019DUR11	Setina PB450L Lighted Push Bumper for 2011-2018 Dodge Durango. With 4 Whelen ION lights	1	889.95	889.95T
				0.00T
	FOG LIGHT HOUSINGS:			T
VTX9J	Vertex Super LED DUO Blue/Red	2	77.95	155.90T
	SIREN SPEAKER:			0.00T
SA315P	Whelen Siren Speaker. 123db. 2 7/8 mounting depth.	1	191.95	191.95T
SAK1	Whelen universal mount bracket for the SA315P speaker. A4	1	0.00	0.00T
				0.00T
	WINDSHILED LIGHT: ***Part of Whelen promo bundle***			0.00T
Wire Works Misc.	Whelen # BW44UFX, 2 piece, DUO, passenger side visor light	1	0.00	0.00T

	DESCRIPTION	QTY	RATE	AMOUNT
				T
	MIRROR LIGHTS:			T
MBDD19RB	Whelen mirror beam kit fits Dodge Durango, 2018-2020. 1 red, 1 blue ION light	1	329.95	329.95T
				T
	SIDE 1/4 GLASS LIGHTS:			0.00T
TLI3JC	Whelen ION T-Series LED surface mount lighthead. Tri-Colors Red/Blue/White with individual control of each color.	2	112.95	225.90T
WWLB-086	Bracket to hold TLI Whelen lights	2	14.25	28.50T
				T
	TAILLIGHT HOUSING:			0.00T
VTX9D	Whelen Vertex DUO colored lighthead. Red/White	2	77.95	155.90T
VTX9E	Whelen Vertex DUO colored lighthead. Blue/White	2	77.95	155.90T
				T
	DECK LIGHT: ***Part of Whelen promo bundle***			T
Wire Works Misc.	Whelen #BS448 DUO deck light	1	0.00	0.00T
				T
	HATCH LIP LIGHTS:			T
TLI2D	Whelen ION T-Series features Linear Super-LED® technology and a sleek and low profile design, with a depth of only 1/2" (13mm). Red / Clear	1	98.95	98.95T
TLI2E	The ION T-Series features Linear Super-LED® technology and a sleek and low profile design, with a depth of only 1/2" (13mm). Blue/White	1	98.95	98.95T
				T
	ANTENNAS			0.00T
LARNMOKHFUD25	Larsen high frequency coax. RG58/U Dual Shield cable. 25 foot length. No connector.	2	18.15	36.30T
EMFLX-M10008-WB	EM Wave wide band quarter wave antenna. 144-174 mhz	1	53.75	53.75T
311104	Wilson Electronics cellular antenna with 5db gain. NMO mount	1	11.91	11.91T
SH-IN2440	Panorama 5-in1 SHARKFIN (Black). 2LTE, 2WiFi, 1 GPS	1	256.19	256.19T
				T
	OFFICER AREA			0.00T
425-6680	Jotto Desk Dodge Durango PPV (2021+) 20" Police Equipment Console - Contour	1	489.95	489.95T
425-3704	Jotto Desk ABS Dual Cup Holder Faceplate Mount	1	42.95	42.95T
C-ARM-102	Havis Arm rest, External mount, Small arm rest pad, Height adjustable, Side mount	1	65.95	65.95T
425-6101	Jotto Desk 4" faceplate for the Whelen Cencom controller.	1	0.00	0.00T
425-6035	Jotto Desk mic clip with mounting plate.	2	13.915	27.83T

	DESCRIPTION	QTY	RATE	AMOUNT
IBR57	Metra DUAL USB WATER RESISTANT W/COVER	1	12.68	12.68T
8060	Pelican 8060 LED flashlight	2	195.95	391.90T
Misc	Plastic clips for flashlights	1	30.00	30.00T
VF4	40/60AMP relay	3	4.95	14.85T
				T
	CELL BOOSTER			0.00T
470154	Weboost Drive reach, with 5G	1	481.24	481.24T
				T
	WEAPONS MOUNT			0.00T
GK10271UHK	Setina Single T-Rail mount with universal lock. Hand cuff key override.	1	309.95	309.95T
				T
	MDT MOUNT			0.00T
UT-2006	Custom Rugged Cradle for Microsoft Surface Pro 3 or 4 (with or without UAG Case)	1	215.95	215.95T
UT-2006-KIT	Havis Adaptor Lug Kit to secure Microsoft Surface Pro 3, 4, 5, or 6 in Universal Rugged Cradle UT-2001	1	51.95	51.95T
425-2827	Jotto Desk side mount universal mount. Attaches to side of consoles and mounts any Jotto Desk arm.	1	127.95	127.95T
425-3062	Jotto Desk 6.75" straight arm. Small mounting holes.	1	71.95	71.95T
425-5182	Jotto Desk GK mounting plate. Attaches to bottom of various MDT docking stations to allow mounting to Jotto arms.	1	56.95	56.95T
				T
	PRINTER/MOUNT			0.00T
Misc	Brother PJ763MFI Thermal Printer Workforce Kit	1	838.95	838.95T
C-PM-1001	Havis Printer Mount With Top Paper Feed For Brother PocketJet 6, 7 & 8 Printers	1	115.95	115.95T
LB3692	Brother Car Adapter - Wired - LB3692 for Ruggedjet4 Pocket Jet 3,6 & 7	1	29.95	29.95T
				T
	VIDEO			0.00T
	Customer to provide Axon and installation			0.00T
	Prewire for all triggers and power/ground			
				T
	RADAR			0.00T
MPH Bee III Dual KA	MPH KA Band Dual that includes radar, antenna(s), mounting brackets, cables, tuning forks, manual, and wireless remote	1	2,303.40	2,303.40T
				T
	PRISONER AREA:			0.00T
PK0419DUR11	Setina "#10VS C RP Horizontal Sliding Window	1	859.95	859.95T

	DESCRIPTION	QTY	RATE	AMOUNT
	Coated Polycarbonate With Expanded Metal Window Security Screen Recessed Panel Partition" Fits Dodge Durango			
QK0566DUR11	Setina "Full REPLACEMENT Transport Seat TPO Plastic With Center Pull Seat Belts *INCLUDES REQUIRED: -#12VS Stationary Window Coated Polycarbonate Cargo Partition	1	1,259.95	1,259.95T
WK0514DUR11	Setina Window Barrier VS Steel Vertical-Compatible with stock & TPO door panels. For 2011-2018 Dodge Durango.	1	259.95	259.95T
3SC0CDCR	Whelen 3" white LED dome light.	1	52.95	52.95T
				T
	CARGO AREA:			0.00T
TK0248DUR11	Setina Cargo Box - DURANGO - Drawer sliding with combo lock (DSC), Base sliding with combo lock (BSC)	1	1,566.95	1,566.95T
3SC0CDCR	Whelen 3" white LED dome light.	1	52.95	52.95T
6402	Round rocker switch. Non-lighted.	1	4.69	4.69T
				T
	GRAPHICS: **TBD**			0.00T
Graphics Material	Graphics Material and/or design.	1		0.00T
Graphics Installation	Graphics Installation Fee	1	0.00	0.00T
				T
Labor	Labor required to complete the build of a vehicle	50	105.00	5,250.00T
Freight out	Freight costs to have product shipped.	1	650.00	650.00T
Shop Supplies	Shop supplies to complete job. Includes zip ties, connectors, loom, etc.	1	550.00	550.00T

Thank you for the opportunity!

SUBTOTAL	19,716.49
TAX (0%)	0.00
TOTAL	**$19,716.49**

Accepted By

Accepted Date

INVOICE

Mulkey Design LLC / DBA
Professional Sign & Graphics
5777 State St SE
Salem, OR 97317

mulkeydesign@gmail.com
+1 (503) 853-0471

PROFESSIONAL SIGN & GRAPHICS

City of Toledo

Bill to
City of Toledo
PO Box 220
Toledo, OR 97391 USA

Ship to
City of Toledo
PO Box 220
Toledo, OR 97391 USA

Invoice details

Invoice no.: 20037
Terms: Due on receipt
Invoice date: 05/10/2024
Due date: 05/10/2024

#	Date	Product or service	Description	Amount
1.		**3M Print Reflective / 8505 Laminate**	Toledo Police Dodge Durango Kit with Installation included	$1,572.42

Total **$1,572.42**

Ways to pay

Pay invoice

ROBERSON MOTORS INC
3100 RYAN DR SE
SALEM, OR 973015061

Priced Order Confirmation (POC)

Date Printed:	2024-04-12 1:27 PM	**VIN:**		**Quantity:**	18
Estimated Ship Date:		**VON:**	60664688	**Status:**	BA - Pending order
Date Ordered:	2024-04-12 1:27 PM	**Ordered By:**	S28368H	**FAN 1:**	00DDK Dealer / Police Inventory
				FAN 2:	
				Client Code:	
				Bid Number:	TB4119
				PO Number:	STOCK

Sold to:
ROBERSON MOTORS INC (61749)
3100 RYAN DR SE
SALEM, OR 973015061

Ship to:
ROBERSON MOTORS INC (61749)
3100 RYAN DR SE
SALEM, OR 973015061

Vehicle: **2024 DURANGO PURSUIT VEHICLE AWD (WDEE75)**

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,075
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	3,115
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	LNF	Black Left LED Spot Lamp	640
	GXG	Entire Fleet Alike Key (FREQ 4)	350
	CW6	Deactivate Rear Doors/Windows	90
	ADL	Skid Plate Group	350
	4FT		0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
	170	Zone 70-Phoenix Arizona	0
Non Equipment:	4ES	Delivery Allowance Credit	0
	4DH	Prepaid Holdback	0
	4FA	Special Bid-Ineligible For Incentive	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB4119	Government Incentives '	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595
		Total Price:	49,215.

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:
USA
Instructions:

PSP Month/Week:
Build Priority: 99

44159.00
priv. tax 220.80
CAT 229.70
44609.50

#1651 Bid# with State of Oregon

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Mark Meeuwsen

Sales

DealerCONNECT

MATT MCCOWAN (s28368h) ROBERSON MOTORS INC
3100 RYAN DR SE
SALEM, OR,973015061

FAN Search Results

Fleet Account Number(s) List

FAN	Agency Name	City	State Code	Zip Code	Status
01UCQ	Toledo Police Department	Toledo	OR	97391	ACTIVE

Page 1 Of 1 First | Previous | Next | Last

Previous

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-575873-45421.657JR

Issued: 05/09/2024

Quote Expiration: 05/31/2024

Estimated Contract Start Date: 09/15/2024

Account Number: 139346

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Toledo Police Dept. - OR 250 W Highway 20 Toledo, OR 97391-1243 USA	Toledo Police Dept. - OR 250 W Highway 20 Toledo OR 97391-1243 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jared Romain Phone: (480) 847-1054 Email: jromain@axon.com Fax: (480) 847-1054	Michael Pace Phone: 541-635-2356 Email: 301@cityoftoledo.org Fax:

Quote Summary

Program Length	48 Months
TOTAL COST	$13,271.04
ESTIMATED TOTAL W/ TAX	$13,271.04

Discount Summary

Average Savings Per Year	$1,137.24
TOTAL SAVINGS	$4,548.96

Payment Summary

Date	Subtotal	Tax	Total
Aug 2024	$2,021.76	$0.00	$2,021.76
Sep 2024	$1,296.00	$0.00	$1,296.00
Aug 2025	$3,317.76	$0.00	$3,317.76
Aug 2026	$3,317.76	$0.00	$3,317.76
Aug 2027	$3,317.76	$0.00	$3,317.76
Total	**$13,271.04**	**$0.00**	**$13,271.04**

Quote Unbundled Price:	**$17,820.00**
Quote List Price:	**$13,271.04**
Quote Subtotal:	**$13,271.04**

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									
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	1	12		$108.00	$108.00	$1,296.00	$0.00	$1,296.00
Fleet3A	Fleet 3 Advanced	1	48	$344.25	$249.48	$249.48	$11,975.04	$0.00	$11,975.04
Total							**$13,271.04**	**$0.00**	**$13,271.04**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	1	1	08/15/2024
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	1	1	08/15/2024
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	1	1	08/15/2024
Fleet 3 Advanced	72034	AXON FLEET 3 - SIM INSERTION - VZW	1	1	08/15/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	08/15/2024
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	08/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	09/15/2024	09/14/2028
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	09/15/2024	09/14/2028
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	1	09/15/2024	09/14/2028
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	09/15/2024	09/14/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	1	08/15/2025	09/14/2028
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	08/15/2025	09/14/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	250 W Highway 20	Toledo	OR	97391-1243	USA

Payment Details

Aug 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3A	Fleet 3 Advanced	1	$2,021.76	$0.00	$2,021.76
Total				**$2,021.76**	**$0.00**	**$2,021.76**

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	1	$1,296.00	$0.00	$1,296.00
Total				**$1,296.00**	**$0.00**	**$1,296.00**

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A	Fleet 3 Advanced	1	$3,317.76	$0.00	$3,317.76
Total				**$3,317.76**	**$0.00**	**$3,317.76**

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A	Fleet 3 Advanced	1	$3,317.76	$0.00	$3,317.76
Total				**$3,317.76**	**$0.00**	**$3,317.76**

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A	Fleet 3 Advanced	1	$3,317.76	$0.00	$3,317.76
Total				**$3,317.76**	**$0.00**	**$3,317.76**

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 https://www.axon.com/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.

Michael Pace

Signature

05/11/24

Date Signed

5/9/2024

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

Council Goal:	Meeting Date:	Agenda Topic:
Not Applicable	**July 24, 2024**	Approve amendments to the lease and sublease with Yaquina, LLC and the Yaquina Pacific Railroad Historical Society
	Agenda Type:	
	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
City Attorney M. Adams	City Manager D. Wiggins	City Manager D. Wiggins

Recommendation:
Move to approve Amendment No 1 to the lease, Amendment No 1 to the sublease and authorize Mayor Cross to sign and execute both agreements.

Background:
The City of Toledo has a somewhat recently expired Lease and Sublease. The Amendment No 1 to each of these documents work together in that the Yaquina Pacific Railroad Historical Society (YPRRHS), by signing the sublease is bound by both the terms of the sublease and the terms of the Master Lease.

These agreements last for another five years. The rent is $1.00/year. The benefit for Yaquina LCC (Boyers) is the remaining portion of its property not leased to the Post Office has been leased to the City, and Subleased to the YPRRHS.

Staff is available for questions and direction.

Fiscal Impact:	Fiscal Year:	GL Number:
$1/year	**2024-2025**	**N/A**

Attachment:
1. Lease
2. Amendment No 1 to Lease
3. Sublease
4. Amendment No 1 to Sublease
5. Exhibit A to Amendments

MASTER LEASE

This LEASE (this "Lease") is made and entered into on January 1, 2019 (the "Commencement Date"), by and between Yaquina, LLC ("Lessor"), and The City of Toledo, an Oregon Municipal Corporation ("Lessee")., collectively (the "Parties").

RECITALS

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

B. Lessee will sublease the property to the Yaquina Pacific Railroad Historical Society, an Oregon Nonprofit Corporation.

AGREEMENT

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

1. Premises. Lessor does hereby demise, lease, and let unto Lessee, and Lessee does hereby take and lease from Lessor, the Premises for the term and on the rents, conditions, and provisions herein and depicted in Exhibit A, which is incorporated by reference hereto.

2. Initial Term. Starting on the Commencement Date, the Premises will be leased for a term of five (5) years (the "Initial Term"), unless earlier terminated pursuant to the terms of this Lease. The Parties upon mutual agreement, may extend this lease for additional terms.

The Post
Lease ex
6/23

3. Rent for Initial Term. Lessee agrees to pay to Lessor annual rent in the amount of $1.00 ("Rent") beginning on the Commencement Date and payable in advance, commencing on the Commencement Date and thereafter annually on the anniversary of the Commencement Date.

4. Permitted Use. Lessee will sublease to the Yaquina Pacific Railroad Historical Society and be used exclusively for the purpose of operating a railroad themed historical attraction that is open to the public.

5. Construction, Modification, and Demolition of Improvements. With approval by Lessor, and subject to Lessor's contractual arrangements with the neighboring property occupied by the United States Postal Service, Lessee may, at any time and from time to time during the Term, at its cost and expense, to construct, reconstruct, demolish, remove, replace, remodel, or rebuild on any part or all of the Premises such buildings, structures, parking areas, driveways, walks, and other Improvements of any nature (including excavation, earthmoving, paving, installation of utilities, and all other development activities) pertaining thereto as Lessee, in Lessee's sole discretion, considers appropriate. Without limiting the foregoing, Lessee may demolish any Improvements located on the Premises as of the Commencement Date and need not restore the Premises to its former condition following any such demolition. Construction of any Improvements will be undertaken in compliance with all Legal Requirements and will be performed in a good and workmanlike manner.

6. Title to Improvements. Title to all Improvements constructed by Lessee will be and will remain in Lessee during the Term of the Lease and such Improvements may be demolished, changed, altered, or removed by Lessee at any time. During the Term, Lessee is entitled, for all taxation purposes, to claim cost-recovery deductions and the like on all Improvements constructed by Lessee. At the expiration or earlier termination of the Lease, title

to any Improvements remaining on the Premises will automatically pass to, vest in, and belong to Lessor without further action on the part of either party and without cost or charge to Lessor.

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

7.2 Payment of Taxes and nonprofit tax exemption or reduction. Lessor and Lessee shall cooperate in any application or filing required in order to maintain or obtain an exemption from or reduction in property taxes on account of the execution of this Lease and occupancy of the Premises. Lessor and Lessee have calculated Rent under this Lease on the basis that any such reduction in property taxes resulting from any exemption that may be available as a result of the Lessee's tax-exempt status as belonging entirely to Lessee.

7.3 Utilities and Services. Lessee will pay, directly to the appropriate supplier, for all water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, and all other utilities and services used by Lessee on the Premises as they become due, together with any taxes thereon, from and after the Commencement Date.

8. Insurance. Lessee shall carry insurance as herein provided covering negligent acts arising from its use of the premises. Coverage shall include: Worker's Compensation; Employers Liability; Commercial General Liability and Business Automobile Liability. Lessee is a public entity, subject to any applicable statutory tort laws, which requires certain minimum limits of insurance to be carried by Lessee. The insurance required of Lessee hereunder shall be the insurance and limits it now has in effect for that required by statute, whichever is greater.

9. Indemnification. Lessee agrees to indemnify, defend and hold harmless Lessor from and against all liabilities, claims, damages, losses, suits, judgments, cause of action, liens, fines, penalties, costs, and expenses (including court costs, attorney's fees and the cost of investigation), of any nature or kind or description of any person or entity caused by or resulting

from Lessee's or its employees agents and contractors willful or negligent use of the leased premises except to the extent caused by the negligence or willful misconduct of the Lessor.

10. Right of Inspection. Lessee will permit Lessor or its authorized representative to enter the Premises and the Improvements at all reasonable times during normal business hours for purposes of inspecting them for compliance with the terms of this Lease and making any repairs or performing any work that Lessee has neglected or refused to make in accordance with the terms of this Lease.

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

12.1 Lessee's Right to Sublet. Lessee has the right to sublet portions of the Premises or the Improvements at any time and from time to time, but only for a term or terms that will expire before the expiration of the Term, and subject to the requirements set forth in section 12.2 below.

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

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

(b) That if this Lease is canceled or terminated before the expiration of the Term, the sublessee will make full and complete attornment to Lessor for the balance of the term of the sublease with the same force and effect as though the sublease were originally made directly from Lessor; and

(c) If any act or omission of Lessee would give sublessee the right, immediately or after lapse of a period of time, to cancel or terminate the sublease, or to claim a partial or total eviction, sublessee will not exercise that right: (i) until it has given written notice of the act or omission to Lessor; and (ii) until a reasonable period of time for Lessor to cure the condition has passed.

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

14. Condition of Premises. Lessee agrees to accept the Premises in "as-is" condition, with all faults. Lessee further acknowledges that no representations or warranties regarding the condition of the Premises have been made by Lessor or any agent or person acting for Lessor.

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

16. Notice Parties and Means of Delivery. Any notice required or permitted by the terms of this Lease will be deemed given if delivered personally, sent by United States registered or certified mail, postage prepaid, return receipt requested, or sent by fax with electronic confirmation of fax receipt, and addressed as follows:

If to Lessor:	Yaquina, LLC
Attn:	John Boyer 25625 McFarland Rd. Monroe, OR 97456
If to Lessee:	The City of Toledo
Attn	City Manager 206 N. Main St. Toledo, OR 97391

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

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

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

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

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

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

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

LESSOR:

/s John Boyer, Member-Manager,
Yaquina, LLC
an Oregon Limited Liability Company

LESSEE:

/s The City of Toledo,
a Oregon Municipal Corporation

By: _____
Name: Craig Martin
Title: City Manager

AMENDMENT NO. 1 to MASTER LEASE

1. This Amendment No. 1 to Master Lease, made and entered into by and between Yaquina LLC ("Lessor") and the City of Toledo, an Oregon Municipal Corporation ("Lessee") is effective January 1, 2024 (the "Amendment").

RECITALS

A. The parties entered into a Master Lease dated January 1, 2019 ("Agreement").

B. The parties desire to amend the Agreement.

AGREEMENT

2. Amendments. The Agreement is amended as follows:

(a) Paragraph 2 entitled "Initial Term" is deleted and replaced in its entirety as follows:

> "2. Term. Starting on January 1, 2024, the Premises will be lease for a term of five (5) years ("the "Term"), unless earlier terminated pursuant to the terms of this Lease. The Parties, upon mutual agreement, may extend this lease for additional terms."

(b) Paragraph 3 entitled "Rent for Initial Term" is deleted and replaced in its entirety as follows:

> "3. Rent for Term. Lessee agrees to pay Lessor annual rent in the amount of $1.00 ("Rent") beginning on January 1, 2024 and payable in advance, each year and thereafter annually on the anniversary of January 1, 2024 during the term of the lease."

(c) As Exhibit A, referenced in Paragraph 1 of the Master Lease, can't be found, it is deleted and replaced in its entirety to read as follows:

> "**Exhibit A**
>
> WHEREAS, the Lessor and the Lessee entered into a lease for property located within the Toledo Industrial Park; and
>
> WHEREAS, the property leased is intended to be a sub-lease from the City of Toledo to the Yaquina Pacific Railroad Historical Society and is leased to the City by Yaquina LLC; and
>
> WHEREAS, there was a survey, CS15550, which sets out the correct description; and
>
> WHEREAS, this exhibit will provide Sublessee an accurate description to apply to the Assessor's office for a special interest account to exempt the parcel from real property taxes.

In consideration of the mutual covenants contained herein, Lessor and Lessee agree to modify and re- affirm their Lease dated August 16, 2000 by accurately describing the leased parcel as set out in CS15550 as follows:

> Beginning at a point which is South 09°29'20" East 16.84 feet from the initial point of the Plat of Toledo Industrial Park Phase IA; thence South 09°29'20" East 99.46 feet; thence North 89° 38'52" West 4.29 feet; thence South 07°32'00" East 136.36 feet; thence South 07°33'42" West 52.62 feet; thence South 15°44'06" West 79.15 feet; thence along the arc of the curve of a 50 foot radius to the left a distance of 67.10 feet, the long chord of which bears North 54°44'58" West a distance of 62.18 feet; thence North 54°44'58" West 33.64 feet; thence North 0°27'08" West 72.07 feet; thence South 89°28'13" East 70.38 feet; thence North 0°39'27" East 218.22 feet; thence North 89°31'17" East 7.15 feet to the point of beginning.

See attached CS15550, which is hereby incorporated and made a part of this Exhibit A, and shows the leased area."

(d) As Paragraph 13.5 of the Sublease conditions the effectiveness on and subject to the Master Lessor's execution of the Consent of Master Lessor, it is re-executed as follows:

"**Consent of Master Lessor**

Master Lessor hereby consents to the Sublease, conditioned on the Sublessor's agreement to the following:

(1) Subleassor is not released from its obligations under the Master Lease in any respect.

(2) This consent will not be deemed to be a consent to any future sublease of the Subleased Poperty or assignment of the Master Lease.

(3) By this consent, Master Lessor does not warrant the accuracy of any provisions of this Sublease, not will Master Lessor be deemed a party to the Sublease or in privity with the Subleasee.

MASTER LESSOR:
Yaquina LLC, an Oregon
Limited Liability Company

_____
By: Antoinette "Toni" Boyer, Member

Dated:_____

3. Other Provisions. The provisions of the Agreement that are not amended or deleted by this Amendment are hereby re-affirmed and remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this lease amendment effective the day and year first above written.

LESSOR:
Yaquina LLC, an Oregon Limited Liability Company

_____ Dated:_____
By: Antoinette "Toni" Boyer, Member

LESSEE:
City of Toledo, an Oregon Municipal Corporation

_____ Dated:_____
By: Mayor Rod Cross

Attest:_____
City Recorder Lisa Figueroa

Approved as to the content and form:

_____
City Attorney Mike Adams

SUBLEASE

DATE: January 1, 2019

BETWEEN: The City of Toledo ("Sublessor")

AND: Yaquina Pacific Railroad Historical Society ("Sublessee")

Sublessor leases from Yaquina, LLC ("Master Lessor") certain property described in the lease dated January 1, 2019 between Master Lessor and Sublessor, a copy of which is attached as *Exhibit A* (the "Master Lease"). Sublessor desires to sublease to Sublessee, and Sublessee desires to sublease from Sublessor, all the property described under the Master Lease, and specifically described in *Exhibit B* (the "Subleased Property") on the terms and conditions set forth in this sublease (the "Sublease").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Agreement to Sublease.** Subject to Master Lessor's written consent to the terms of this Sublease, Sublessor hereby subleases the Subleased Property to Sublessee, and Sublessee hereby subleases the Subleased Property from the Sublessor on the terms and conditions set forth in this Sublease.

2. **Term.** The term of this Sublease will commence on January 1, 2019 and will expire, unless sooner terminated in accordance with the terms of the Master Lease or this Sublease, on December 31, 2023 (the "Term"). The Postal Lease will expire 6/23

3. **Base Rent.** Sublessee will pay Sublessor rent in the amount of $1.00 per year and continuing annually throughout the Term.

4. **Use; Compliance with Master Lease**

4.1 Sublessee will use the Subleased Property to operate a railroad themed historical attraction that is open to the public and for no other purpose. Sublessee's use of the Subleased Property must comply with the Master Lease.

4.2 This Sublease and all the rights of parties under it are subject and subordinate to the Master Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Master Lease. In furtherance of the foregoing, the parties confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Master Lease and to specifically allocate those rights and obligations in this Sublease agreement. Therefore, to afford to Sublessee the benefits of this Sublease and of those provisions of the Master Lease that by their nature are intended to benefit the party in possession of the Property, and to protect Sublessor against a default by Sublessee that might cause a default or event of default by Sublessor under the Master Lease, the parties agree:

A. As long as Sublessee timely pays all rent when due under this Sublease, Sublessor will pay, when due, all base rent, additional rent, and other charges payable by Sublessor to Master Lessor under the Master Lease;

B. Except as otherwise expressly provided in this Sublease, Sublessor will perform its covenants and obligations under the Master Lease that do not require possession of the Subleased Property for their performance and that are not otherwise to be performed under this sublease by Sublessee on behalf of Sublessor. For example, Sublessor will at all times keep in full force and effect all insurance required of Sublessor as Sublessee under the Master Lease unless that requirement is waived in writing by Master Lessor.

C. Except as otherwise expressly provided in this Sublease, Sublessee will perform all affirmative covenants and will refrain from performing any act that is prohibited by the negative covenants of the Master Lease, when the obligation to perform or refrain from performing is by its nature imposed on the party in possession of the Subleased Property. If practicable, Sublessee will perform affirmative covenants that are also covenants of Sublessor under the Master Lease at least five days before the date when Sublessor's performance is required under the Master Lease. Sublessor will have the right to enter the Subleased Property to cure any default by Sublessee under this section.

D. Sublessor will not agree to any amendment to the Master Lease that might have an adverse effect on Sublessee's occupancy of the Subleased Property or its use of the Subleased Property for their intended purpose, unless Sublessor first obtains Sublessee's prior approval.

E. Sublessor grants to Sublessee the right to receive all of the services and benefits with respect to the Subleased Property that are to be provided by Master Lessor under the Master Lease. Sublessor will have no duty to perform any obligations of Master Lessor that are, by their nature, the obligation of an owner or manager of real property. For example, Sublessor will not be required to provide the services or repairs that the Master Lessor is required to provide under the Master Lease. Sublessor will have no responsibility for nor be liable to Sublessee for any default, failure, or delay on the part of Master Lessor in the performance or observance by Master Lessor of any of its obligations under the Master Lease, nor will any default by Master Lessor affect this Sublease or waive or defer the performance of any of Sublessee's obligations under this Sublease, except to the extent that the default by Master Lessor excuses performance by Sublessor as Sublessee under the Master Lease. Notwithstanding the foregoing, the parties contemplate that Master Lessor will perform its obligations under the Master Lease and in the event of any default or failure of performance by Master Lessor, Sublessor agrees that it will, on notice from Sublessee, make demand on Master Lessor to perform its obligations under the Master Lease, and if Sublessee agrees to pay all costs and expenses of Sublessor (to be shared by Sublessor pro rata if Master Lessor's default adversely affects Sublessor), and provides Sublessor with security for that payment reasonably satisfactory to Sublessor, Sublessor will take appropriate legal action to enforce the Master Lease.

4.3. If the Master Lease is canceled or terminated before the expiration of the Term, the sublessee will make full and complete attornment to Lessor for the balance of the term of the sublease with the same force and effect as though the sublease were originally made directly from Lessor.

4.4 If any act or omission of Lessee would give sublessee the right, immediately or after lapse of a period of time, to cancel or terminate the sublease, or to claim a partial or total eviction, sublessee will not exercise that right: (i) until it has given written notice of the act or omission to Lessor; and (ii) until a reasonable period of time for Lessor to cure the condition has passed.

5. Taxes, Insurance, and Utilities

5.1 Sublessee will pay Sublessor, within 10 days after billing therefore by Sublessor,

the payments of taxes, utilities, and insurance premiums required in accordance with the Master Lease. Sublessee will maintain the insurance required under the Master Lease, and, in addition to naming Sublessor as an additional insured on its insurance policy, Sublessee will name Master Lessor as an additional insured on its insurance policy. Sublessee will provide Sublessor and Master Lessor evidence of its insurance coverage in compliance with the Master Lease before the Term begins and within 30 days before any modification or cancellation of such insurance. Before the commencement date of the Term, Sublessee will give Master Lessor a certificate from the insurance company that must contain a written agreement from the insurance company that the insurance company will give notice to Sublessor and Master Lessor within 30 days before any modification or cancellation of such insurance.

5.2 Nonprofit tax exemption or reduction. Lessor and sublessee shall cooperate in any application or filing required in order to maintain or obtain an exemption from or reduction in property taxes on account of the execution of this Lease and occupancy of the Premises. Landlord and Tenant have calculated Base Rent and Rent under this Lease on the basis that any such reduction in property taxes resulting from any exemption that may be available as a result of the sublessor's tax-exempt or nonprofit status as belonging entirely to sublessor. For any lease year in which the property tax exemption is unavailable or not obtained, Sublessor will promptly pay to the taxing authority the amount of taxes on the Premises that may be lawfully required as a result of such lack of an exemption.

6. Sublessor's Representations. Sublessor represents and warrants that *Exhibit A* contains a true, correct, and complete copy of the Master Lease, and that the Master Lease is free from any default on the part of the Sublessor and that Sublessor has no knowledge of any default by the Master Lessor except as disclosed to the Sublessee in writing. Sublessee acknowledges and agrees that it has read and is familiar with the terms of the Master Lease.

7. Condition of Property; Trade Fixtures. Sublessee accepts the Subleased Property "AS IS." Sublessee acknowledges and agrees that neither Sublessor nor Master Lessor has undertaken any obligation to make nor agreed to make any alteration or improvement to the Subleased Property for Sublessee's use or occupancy of the Subleased Property. If Sublessee desires to alter or improve the Subleased Property in any way, any such alterations or improvements must be made in accordance with the Master Lease. Title to improvements constructed by sublessee will be and will remain in Sublessee during the Term of the Sublease and such Improvements may be demolished, changed, altered, or removed by Sublessee at any time. During the Term, Sublessee is entitled, for all taxation purposes, to claim cost-recovery deductions and the like on all Improvements constructed by Lessee.

8. Risk of Loss. Sublessee will be fully responsible for and will assume all risk of loss of its personal property, furniture, fixtures, equipment, furnishings, and structures upon the Subleased Property.

9. Transfer. Sublessee will not assign its interest under the Sublease nor sublease all or any portion of the Subleased Property without first obtaining Sublessor's and Master Lessor's prior written consent. If Master Lessor approves further subleasing or assignment by Sublessee, Sublessor will not unreasonably withhold its consent. No assignment or sublease will release Sublessee from its obligations under this Sublease.

10. Indemnification. Sublessee hereby agrees to indemnify, defend, protect, and hold harmless Sublessor and Master Lessor from and against any and all losses, liabilities, claims, costs, and expenses (including reasonable attorney's fees) arising out of or in any way related to Sublessee's failure to perform its obligations under this Sublease or arising out of use of the Subleased Property by Sublessee or its agents, employees, contractors, customers, or invitees.

11. Insurance. Sublessee shall carry insurance as herein provided covering negligent acts arising from its use of the premises. Coverage shall include: Worker's Compensation; Employers Liability; Commercial General Liability and Business Automobile Liability. The insurance required of Sublessee hereunder shall be the insurance and limits it now has in effect for that required by the Master Lease, whichever is greater.

12. Default. If Sublessee fails to perform any obligation under this Sublease, then Sublessor will have all rights and remedies allowed to Master Lessor under the Master Lease. Without limiting the generality of the foregoing, Sublessor retains the right to remove Sublessee from the Subleased Property and to retake possession of the Subleased Property, as tenant, under the Master Lease.

13. Miscellaneous Provisions

13.1 Preemptive Sublessor Rights. Any provisions of the Master Lease granting Sublessor preemptive rights (whether by way of an option, right of first refusal, or first offer) regarding expansion of the Subleased Property or extension of the lease term are expressly deleted from this Sublease and will not be deemed included within the terms of the Sublease.

13.2 Attorney Fees. If a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted or if the services of a lawyer are retained to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party will be entitled to recover from the losing party its attorney fees, paralegal fees, accountant fees, and other expert fees, as well as other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount of fees will be determined by the judge or arbitrator, will include fees and expenses incurred on any appeal or review, and will be in addition to all other amounts provided by law.

13.3 Notices. Notices under this Sublease must be in writing and will be effective when actually delivered or two days after depositing in the United States mail, certified, return receipt requested, directed to the other party at the address first set forth above. Either party may change its address for notices by written notice to the other party mailed or delivered as provided above.

13.4 Complete Agreement. This Sublease constitutes the complete and final agreement of the parties with respect to the matters covered by this Sublease, and supersedes and replaces all prior written and oral agreements.

13.5 Master Lessor's Consent. The effectiveness of this Sublease is conditioned on and subject to Master Lessor's execution of the Consent of Master Lessor attached to this Sublease.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the date first set forth above.

SUBLESSOR

/s The City of Toledo,
a Oregon Municipal Corporation

By: _____
Name: Craig Martin
Title: City Manager

SUBLESSEE

/s Yaquina pacific Railroad Historical Society, an Oregon Nonprofit Corporation

By: _____
Name: (Print) Alan K Holzapfel
Title: President, YPRHS

Consent of Master Lessor

Master Lessor hereby consents to this Sublease, conditioned on Sublessor's agreement to the following:

(1) Sublessor is not released from its obligations under the Master Lease in any respect.

(2) This consent will not be deemed a consent to any future sublease of the Subleased Property or assignment of the Master Lease.

(3) By this consent, Master Lessor does not warrant the accuracy of any of the provisions of the Sublease, nor will Master Lessor be deemed a party to the Sublease or in privity with the Sublessee.

MASTER LESSOR

Yaquina, LLC, John Boyer, Member-Manager

/s: _____

AMENDMENT NO. 1 to SUBLEASE

1. This Amendment No. 1 to Sublease, made and entered into by and between the City of Toledo, an Oregon Municipal Corporation ("Lessor"), and Yaquina Pacific Railroad Historical Society, an Oregon Domestic Non-Profit Corporation ("Lessee"), is effective January 1, 2024 (the "Amendment").

RECITALS

A. The parties entered into a Sublease dated January 1, 2019 ("Agreement").

B. The parties desire to amend the Agreement.

AGREEMENT

2. Amendments. The Agreement is amended as follows:

(a) Paragraph 2 entitled "Term" is deleted and replaced in its entirety as follows:

> "2. Term. The term of this Sublease will commence on January 1, 2024 and will expire, unless sooner terminated in accordance with the terms of the Master Lease or this Sublease, on January 1, 2029 ("the "Term")."

(b) As Exhibit A, referenced in Paragraph 1 of the Master Lease, can't be found, it is deleted and replaced in its entirety to read as follows:

"**Exhibit A**

> WHEREAS, the Lessor and the Lessee entered into a lease for property located within the Toledo Industrial Park; and
>
> WHEREAS, the property leased is intended to be a sub-lease from the City of Toledo to the Yaquina Pacific Railroad Historical Society and is leased to the City by Yaquina LLC; and
>
> WHEREAS, there was a survey, CS15550, which sets out the correct description; and
>
> WHEREAS, this exhibit will provide SubLessee an accurate description to apply to the Assessor's office for a special interest account to exempt the parcel from real property taxes.
>
> In consideration of the mutual covenants contained herein, Lessor and Lessee agree to modify and re- affirm their Lease dated August 16, 2000 by accurately describing the leased parcel as set out in CS15550 as follows:

Beginning at a point which is South 09°29'20" East 16.84 feet from the initial point of the Plat of Toledo Industrial Park Phase IA; thence South 09°29'20" East 99.46 feet; thence North 89° 38'52" West 4.29 feet; thence South 07°32'00" East 136.36 feet; thence South 07°33'42" West 52.62 feet; thence South 15°44'06" West 79.15 feet; thence along the arc of the curve of a 50 foot radius to the left a distance of 67.10 feet, the long chord of which bears North 54°44'58" West a distance of 62.18 feet; thence North 54°44'58" West 33.64 feet; thence North 0°27'08" West 72.07 feet; thence South 89°28'13" East 70.38 feet; thence North 0°39'27" East 218.22 feet; thence North 89°31'17" East 7.15 feet to the point of beginning.

See attached CS15550, which is hereby incorporated and made a part of this Exhibit A, and shows the leased area."

(c) The Consent of Master Lease, part of Amendment No. 1 to Master Lease, in hereby incorporated and made a part of the Sublease.

3. Other Provisions. The provisions of the Agreement that are not amended or deleted by this Amendment are hereby re-affirmed and remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this lease amendment effective the day and year first above written.

LESSOR:
City of Toledo, an Oregon Municipal Corporation

_____ Dated:_____
By: Mayor Rod Cross

Attest:_____
City Recorder Lisa Figueroa

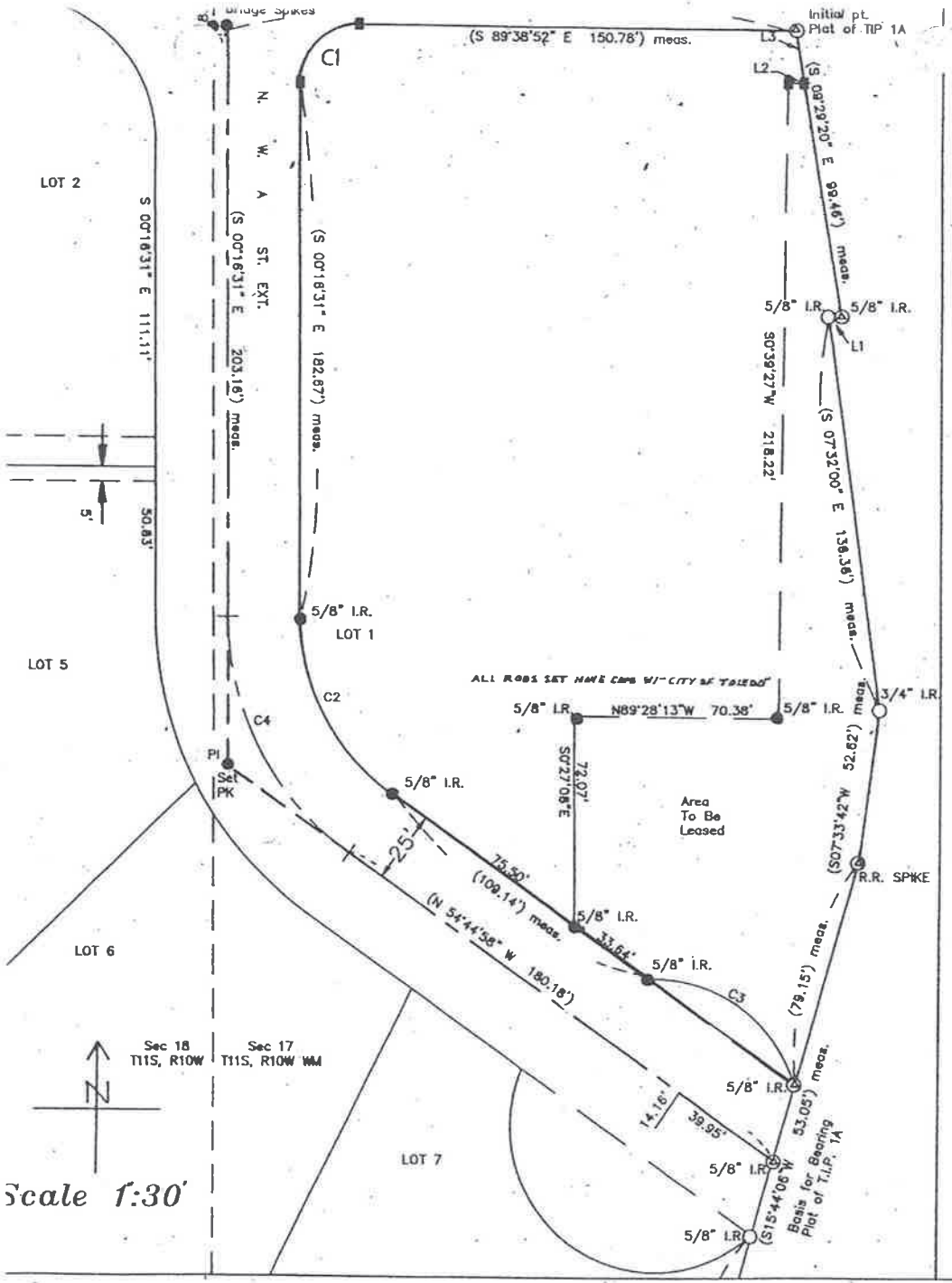
Approved as to the content and form:

_____
City Attorney Mike Adams

LESSEE:
Yaquina Pacific Railroad Historical Society, an Oregon Domestic Non-Profit Corporation

_____ Dated:_____
By: Its President

for
John Boyer
and
City of Toledo



Located in the NW 1/4 of Section 17, T11S, R10W WM and being a portion of The Plat of Toledo Industrial Park Phase 1A, recorded in Plat Book 16 Page 22A

Narrative: Purpose of Survey was to (1) Remonument the Boundaries of Lot 1 Toledo Industrial Park Phase 1A (T.I.P. 1A), (2) Reestablish the centerline of A St. Extension, (3) and to monument a portion of Lot 1 T.I.P. 1A to be leased by the City of Toledo. Began survey by locating monuments, as shown on the plat of T.I.P. 1A, not destroyed by construction, and resetting missing monuments using original bearings and distances, and monumenting boundaries to be leased by the City of Toledo.

Equipment used: Nikon Total Station

Surveyed May 1998 by Walter Howell LS1994
Box 145
Newport, Oregon

Curve Data

Curve	Delta	Rad	Length	Chord	Ch. Bearing	Tangent	Source
C1	90°37'39"	20.0	31.63	28.44	N45°02'18"W	20.22	plat
C2	54°28'27"	75.0	71.31	68.65	N27°30'45"W	38.61	plat
C3	76°53'38"	50.0	67.10	62.18	N54°44'58"W	39.70	plat
C4	54°28'27"	100.0	95.08	91.53	N27°30'45"W	51.47	plat

Line Data

L1	N89°38'52"W	4.29	per plat
L2	S89°31'17"W	7.15	
L3	S09°29'20"E	16.84	

Legend

- ( ) Record Bearing–Distance
- ⊕ Monuments Fnd used for control
- • Monument Set as Described
- o Monument found as shown on plat T.I.P. 1A
- ■ Brass Screw with Lead Plug set in Concrete

EXPIRES 6-30-
REGISTERED PROFESSIONAL LAND SURVEYOR
Walter Howell
OREGON
WALTER HOWELL
LS 1994