CITY OF TOLEDO **AGENDA**

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

TOLEDO CITY COUNCIL
Regular Meeting – also via Zoom Meeting Platform
August 21, 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
Minutes from the work session held June 26, 2024

4. Discussion Items
- Oregon NFIP Biological Opinion

5. Decision Items
- Contribution Committee grant recommendations
- Management Compensation Plan update
- State Legislature Direct Funding for Olalla Meadows Housing Project
- Approving an Untreated Water Services Agreement with Georgia-Pacific Toledo, LLC
- Resolution No. 1561, a resolution recognizing grant revenue and appropriating funds for the 2024-2025 fiscal year
- Resolution No. 1562, a resolution recognizing grant revenue and making appropriations for spending in Fiscal Year 2024-2025
- Resolution No. 1563, a resolution recognizing grant revenue and appropriating funds for the 2024-2025 fiscal year

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.

TOLEDO CITY COUNCIL
WORK SESSION
June 26, 2024

1. CALL TO ORDER

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

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
	X	Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Stu Strom
X		Councilor Jackie Burns
X		Councilor Frank Silvia

Staff present: City Manager (CM) Doug Wiggins, City Recorder (CR) Lisa Figueroa, Finance Director/Assistant City Manager (FD) Amanda Carey, City Attorney (CA) Mike Adams, Police Chief (PC) Michael Pace, Fire Chief (FC) Larry Robeson

2. JOINT SESSION WITH THE PORT OF TOLEDO COMMISSIONERS

Introductions were made. Port Manager Debbie Scacco and Port Commissioner Lorna Davis were in attendance representing the Port of Toledo (Port). Ms. Scacco reported the project is slowly moving along and indicated they are in the process of securing the funds, which were partly provided by the State. She said the engineers are also working on the bid documents for the project, which will be reviewed by the Environmental Protection Agency before they are posted. She said their engineer consultant suggested the Port and City enter into an Intergovernmental Agreement (IGA) to ensure the sewer line stays private if the Port were to ever sell the property. She indicated the Port Commissioners passed a resolution to that effect and will forward information to the Council in the future for consideration. Ms. Scacco listed all the upcoming activities and events at the Port waterfront park during the summer. They discussed the volunteer free boating program offered at the boathouse by the Port dock. She said they will host the Northwest Steam Society at the Wooden Boat Show this year, which will bring approximately 12 steamboats to the show.

Ms. Scacco referenced the information sheets regarding the Port of Toledo she handed out and noted the Port owns several green open spaces:

- approximately 26 acres along Bay Road, past the paddle park
- 2.5 acres past Dairy Queen
- 23 acres between the boatyard and the Port industrial area

There was discussion in regards to employment at the Port and Ms. Scacco said there have been some issues, which has prevented them from adding to their crew. She said they are working with the college to continue their internship program also. The Council thanked them for coming in.

The Council recessed at 6:00 p.m. and reconvened at 6:10 p.m.

Councilor Jackie Kauffman arrived at 6:05 p.m.

3. VISITORS/PUBLIC COMMENT

Barry Bruster provided a report to the Council in regards to an Airbnb he established along Main St. He said it is a two-bedroom unit and is booked through most of August. He said he plans to install another one along Main Street and is currently in the process of renovating the space. He addressed the Council about having an event similar to a soapbox race in Toledo. He said those events are hosted across the country. He said he is also trying to work on re-establishing a Downtown Association.

4. CONSENT AGENDA

Minutes from the regular meeting held February 7, 2024

Councilor Strom noted he was present at the meeting, but was marked as absent.

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

5. DISCUSSION ITEMS

Consideration for funding request

Mr. Bruster introduced Dakota Nicholson and they addressed the Council. He provided a presentation and said they would like to beautify some pocket areas along Main Street including Rock Park where the community murals are located. Mr. Bruster said they would like to create sensory gardens that include low maintenance plants such as aromatic red and blue thyme. He included they would like to add fruit bushes such as blueberry or raspberry for the public to pick. The Council asked if there is a rush for planting and Mr. Nicholson responded it will not be an issue. Mr. Bruster said the request is for $6,500. After further discussion, there was a consensus of the Council to include the request as a decision item on this agenda.

Consideration for designated Main Street restaurant curbside pickup parking

Councilor Silvia indicated he was approached by the Green Dragon owner about curbside parking for their establishment.

Ashley Sutherland, Green Dragon representative addressed the Council. She said they would like a 15-minute curbside parking space in front of their establishment. She said the parking space would be helpful to their customers who are not very mobile and per the Oregon Liquor and Cannabis Commission, they are required to have a camera monitoring the pickup transactions. She said the openings of the upcoming restaurants will impose on that space in front of Green Dragon. The Council deliberated whether it is feasible to designate a parking space for an establishment and there was a suggestion to create permit parking.

John Robinson, developer said this issue is a larger issue that may need to Council to consider at a future work session to consider all ideas.

Mr. Bruster stated allowing Green Dragon to have their own spot may set a precedent to allow other businesses along Main Street to request their own space as well. There was discussion about available parking spaces on Main Street and whether designating a space would encumber customers or businesses. There was a suggestion to include timed loading/unloading spaces with a 10 to 30 minute duration. The Council requested more information from the City Attorney in regards to this discussion including information on disabled parking locations on Main Street in July.

DRAFT

6. DECISION ITEMS

Request for funding for Main Street landscape beautification projects

Mayor Cross said the presented project relates to a goal of the Urban Renewal Agency (URA) and suggested the Council approve the funding request at this meeting through City funds and then request a reimbursement from the URA budget. There was discussion about the logistics of refunding the money from the URA to the City Council and CA Adams advised the Council they cannot direct the URA on how to spend their money. After further discussion, there was a consensus of the Council to make the funding payable after July 1 and hold a URA meeting to consider the reimbursement.

Motion – It was moved and seconded (Mix/Silvia) to approve $6,500 from the City Council Strategic Fund from Fiscal Year 2024-2025 to fund the summer planting project and submit a request to the Urban Renewal Agency for reimbursement.

CM Wiggins asked if the payment would be a reimbursement to Mr. Bruster or in a lump sum and the Council replied it would be a lump sum payment. Following discussion, the motion carried unanimously.

Certify the results of the May 21, 2024 Primary election

Motion – It was moved and seconded (Mix/Kauffman) to accept the certified results of the May 21, 2024 Primary Election and the motion carried unanimously.

Ordinance No. 1421, an Ordinance continuing a two-year ban on psilocybin service centers, psilocybin product manufacturers, and the manufacture of psilocybin products

CA Adams provided the council report. He said in November 2020, Oregon voters approved Ballot Measure (BM) 109, known as the Oregon Psilocybin Services Act, codified in Oregon Revised Statutes (ORS), Chapter 475A, which allowed the licensure and regulation of the manufacturing, transportation, delivery, sale and purchase of psilocybin products. He said at the 2022 general election, Toledo voters approved a moratorium through December 31, 2024. The ordinance provided for a two-year ban, which sunsets on December 31, 2024. He referred to the council report, which includes three options for the Council to consider.

1. Refer an additional two-year moratorium to the voters in the 2024 General Election, which would include an Ordinance and Resolution (also included in the packet)
2. Let the current moratorium expire
3. Refer permanent ban to the voters

The Council reviewed and deliberated the options. It was noted there are no clear rules in the Oregon Revised Statutes and there were several Councilors who indicated the City cannot implement any rules if the state has not created clear regulations. The Council asked what action Lincoln County took and CA Adams responded he believed they took no action and left it open. Several Councilors expressed concern with extending the moratorium.

***Motion** – It was moved and seconded (Silvia/Mix) to select option number 2, let the moratorium expire with the option to bring it back up if a problems arise.*

Mayor Cross stated option number 2, let current moratorium expire, direct staff to let the moratorium sunset, or terminate, on December 31, 2024, and to bring an ordinance back to the council approving the land use zones where psilocybin facilities will be allowed. A vote was taken and it passed six to one with Councilor Strom opposed.

DRAFT

Resolution No. 1557, a resolution referring to the voters a measure proposing a temporary prohibition on psilocybin-related businesses and adopting a ballot title and explanatory statement

Based on the previous discussion, this item was removed from the agenda.

Street closure request for Art, Oysters and Brews August 3-4, 2024

CR Figueroa provided the council report and indicated it is similar to requests in previous years. She noted the one difference is this year the event has changed from three Saturdays in the summer to one weekend event in August. She indicated the closure would start on Friday evening through Sunday morning so vendors could leave their tents up and tables and chairs could be left out as well. She said there are additional details in regards to the closure times that need to be ironed out. Mayor Cross declared a potential conflict of interest since he serves on the Art Toledo Committee.

Motion – It was moved and seconded (Mix/Bush) to approve the street closure request for Art, Oysters & Brews on August 3-4 with details to be worked out and the motion carried unanimously.

Ordinance No. 1422, an granting a non-exclusive telecommunication franchise to Astound Broadband and repealing Ordinance No. 1374

CA Adams summarized the council report and said this is a renewal of the telecommunication franchise, which expired in 2016. He provided information in regards to the tax percentage.

Mayor Cross opened the public hearing at 7:23 p.m.

CA Adams indicated there are no substantial changes to the ordinance and noted flexibility has been built-in to allow a separate "trunk" to service the new Police Department/Dispatch, separate from the existing system and Astound agreed to upgrade the Fire Station to from 100 Mbps up/down to 1 Gbps at no cost.

Mayor Cross opened the floor for comments. After hearing none, he closed the public hearing at 7:30 p.m.

The Council inquired about the declaration of emergency on the ordinance. CA Adams indicated it will allow the ordinance to be effective immediately.

Motion – It was moved and seconded (Mix/Silvia) based on testimony and evidence received in this public hearing, to adopt Ordinance No. 1422, An Ordinance of the Toledo City Council granting a non-exclusive telecommunication franchise to Astound Broadband, fixing terms, conditions and compensation of such franchise, repealing Ordinance No. 1374 and declaring an emergency by reading the title twice and the motion carried unanimously.

Resolution No. 1558, a resolution authorizing the issuance and sale of one or more series of general obligation bonds in the aggregate principal amount not to exceed $2,650,000

CM Wiggins addressed the council and said this is the beginning of the process to sell the bond, which will occur closer to the end of the year. He said the interest rates are approximately 4% but they may increase up to 4.5% by the end of the year. He said the City currently has an A+ rating. He said the Fire Department bond ends at the end of this month and the collection on this bond will begin next year.

Motion – It was moved and seconded (Bush/Mix) to adopt Resolution No. 1558, a resolution of the Toledo City Council authorizing the issuance and sale of one or more series of general

obligation bonds in the aggregate principal amount not to exceed $2,650,000; designating an authorized representative, bond counsel and underwriter/placement agent; authorizing appointment of a paying agent and bond registrar, execution of a bond purchase agreement, publishing of a notice, and related matters and the motion carried unanimously.

The Council recessed at 7:47 p.m. and reconvened at 7:57 p.m.

Ordinance No. 1423, an Ordinance providing incentives for multifamily affordable housing, creating Toledo Municipal Code Chapter 13.44 – Affordable Housing, and Amending Toledo Municipal Code Chapter 13.24, and declaring an Emergency

Mayor Cross opened the public hearing at 7:58 p.m.

CA Adams provided the council report and said it the ordinance is based on ORS 197A.445 and 197A.465 to encourage affordable housing. He said after talking to Mr. Robinson, he noticed he saw the language 'may' as permissive and must be changed, which is related to the multi-family, multi-housing units. He said this this ordinance conforms to the statute that requires at least 20 percent of housing units within a multifamily structure to be sold or rented as affordable housing or the builder of developer has the option to pay a fee (per square-foot). A couple of Council members commented they did not agree with that condition. CA Adams provided information on the statutes and the intent to create more affordable housing. He indicated he does not believe the Planning Commission should not be the governing body to grants waivers or exceptions. The Council asked if there is a pressing need to pass the ordinance. CA Adams replied no. CM Wiggins indicated the ordinance would have to be in place if the Council were to entertain any waivers for Olalla Meadows, which is an affordable housing development. The Council debated on whether they should have a work session on this ordinance.

Mayor Cross opened the floor for comments.

Mr. Robinson addressed the Council. He indicated he likes operating in Toledo. He said the way the ordinance is written, it would negatively impact his operations. He provided an explanation to the Council on how it could impact his business and said he has seen other developers will find ways around the rule to avoid paying any fees. He commented on how confusing the data is and referenced a website with information from Lincoln County household income information.

After hearing no further comments, Mayor Cross closed the public hearing at 8:31 p.m.

The Council questioned whether they would have time to review the ordinance before making any considerations for Olalla Meadows. CA Adams indicated it would depend on what the development plans to do. CM Wiggins said it would be dependent on the City's timeline because of the bill for the development, the City has to have certain conditions in place. Following further discussion, the Council tabled the ordinance and asked to have more discussion about affordable housing.

Safe Routes to School grant agreement amendment

CM Wiggins provided the council report and said following the completion of the project, there was still money leftover because it completed under budget. He said the City approached the Oregon Department of Transportation (ODOT) and requested an amendment to add more lights. He said ODOT approved the request and the amendment is a requirement of the modification to the original agreement.

DRAFT

Motion – It was moved and seconded (Bush/Mix) to approve the amended agreement for the Safe Routes to School (SRTS) Grant and authorizing Mayor Cross to sign the agreement and the motion carried unanimously.

2024-2027 Toledo Employees' Association proposed collective bargaining agreement

CM Wiggins reported to the Council and indicated they have come to an agreement after several months. He highlighted several conditions and changes in the contract and noted a redline copy of the agreement was included in the packet. He said salaries and longevity are more competitive.

Motion – It was moved and seconded (Mix/Bush) to approve the 2024-2027 Toledo Employees Association collective bargaining agreement as presented effective as of July 1, 2024 and the motion carried unanimously.

Approve a Human Resource Specialist position and salary range

FD Carey summarized the council report and noted the job description was updated to reflect the needs of the City and centralize the human resources functions. She said it was included in the FTE in the budget.

Motion – It was moved and seconded (Silvia/Bush) to approve the position and salary range for the Human Resource Specialist position effective as of July 1, 2024 and the motion carried unanimously.

Approve updated Assistant Library Director job description

LD Baker reported to the Council and indicated staff intends to fill the vacant Assistant Library Director position with the appointment of the Library Director.

Motion – It was moved (Mix/Bush) to approve the updated job description for the Assistant Library Director and the motion carried unanimously.

Approve updated Library Adult Program Specialist job description

LD Baker said this position would serve as the adult programming coordinator, similar to Children's programming position. He said the library would like to improve their programming for adults.

Motion – It was moved and seconded (Mix/Bush) to approve the updated job description for the Library Adult Program Specialist and the motion carried unanimously.

7. REPORTS AND COMMENTS

CR Figueroa listed upcoming Art Toledo summer events including a mural dedication and Chalk the Block. She noted candidate filing is now open for individuals who want to run for City Council.

LD Baker said the summer reading program registration opened last week and indicated they may surpass last year's registration numbers.

PWD Lorimor reported on the status of the Safe Routes to School project. He said they are still cleaning up debris from the ice storm and there is consideration to bring in contractors to assist with the cleanup.

DRAFT

CA Adams indicated there was a settlement reached on a lawsuit with the City and more information will be provided in the future.

CM Wiggins said he will focus on the bond. He said the City received a $21,500 grant to update land use laws. He provided an update on the bathrooms that were destroyed at Memorial Field.

Councilor Silvia said he indicated to Cascades West Area Commission on Transportation about the road issue at the East Junction into Toledo and said they were not aware there was an issue.

Mayor Cross commented on his meetings with other Mayors across the state and indicated it is enlightening to see other cities with the same dilemmas as Toledo.

8. ADJOURNMENT

The work session adjourned at 9:40 p.m.

Approve: Attest:

_____ _____

Mayor Rod Cross City Recorder Lisa Figueroa

DRAFT

July 21, 2024

Oregonians for Floodplain Protection

Oregon NFIP Biological Opinion, FEMA's Pre-Implementation Plan, and Impacts to Communities and Property Owners

SUSTAINABLE FLOODPLAIN DEVELOPMENT.

Background on Oregon NFIP Biological Opinion

- In 2009, FEMA was sued by the Portland Audubon Society and several environmental groups in Oregon
- In 2010, FEMA settled; agreed to consult regarding the effects of the NFIP in Oregon on T&E species and designated critical habitat
- In April 2016, NMFS issued the Oregon NFIP Biological Opinion (BiOp)
- The BiOp concluded FEMA's implementation of the NFIP in Oregon jeopardizes the continued existence of T&E species and adversely modifies designated critical habitat

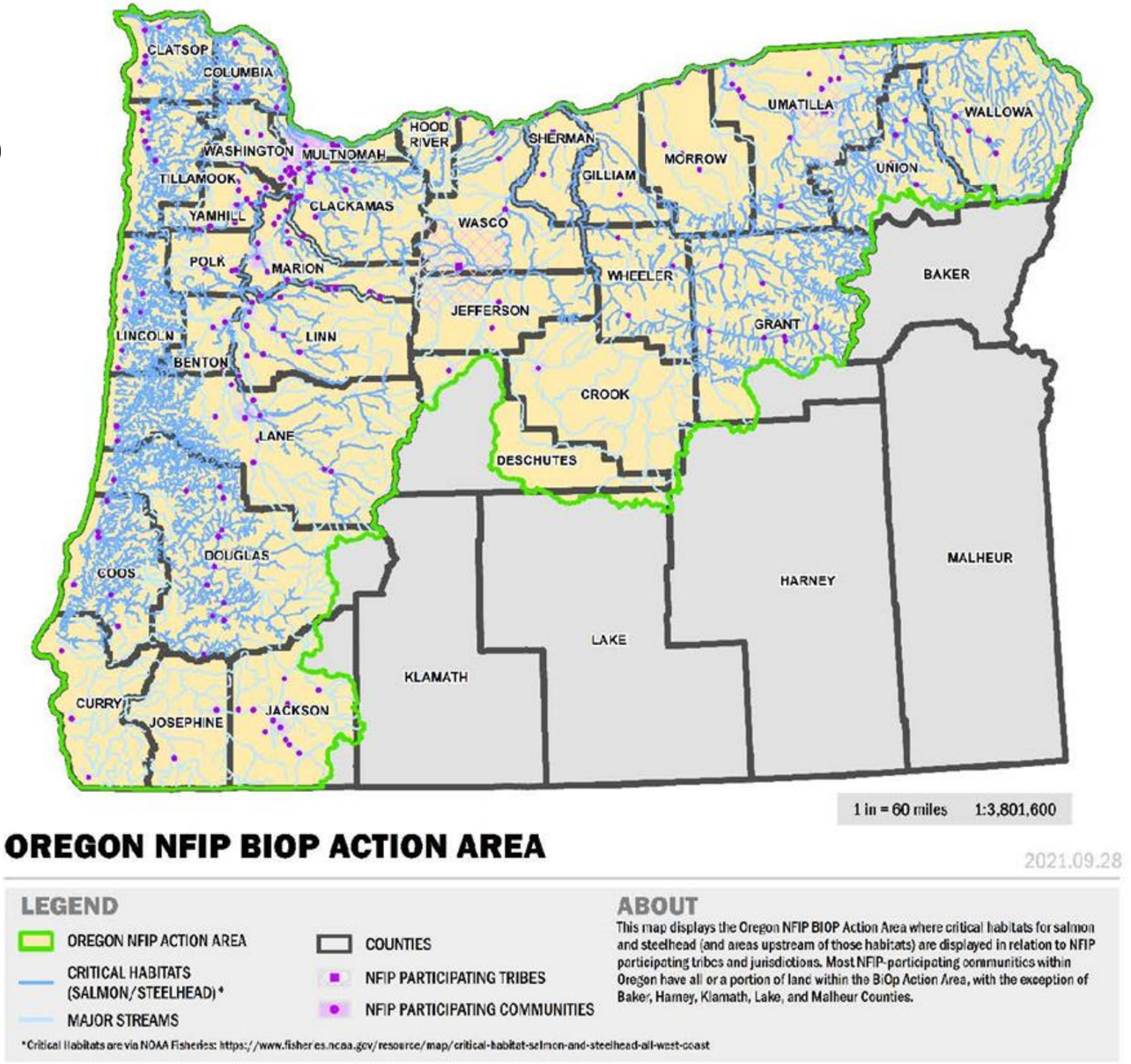
Oregon NFIP BiOp (April 2016)

- BiOp includes a six element “Reasonable and Prudent Alternative” (RPA)
- RPA = NMFS’s roadmap to FEMA about how to change its implementation of the NFIP to avoid violating the ESA
- RPA is one option available to FEMA; FEMA may take an alternative course of action if it also avoids jeopardy and adverse modification
- Original deadline for action (not requiring regulatory change) in response to the BiOp was 2018
- Congress, through Representative DeFazio, extended implementation period three years

Areas Subject to Oregon NFIP BiOp

- Applies within 30 of Oregon's 36 counties

- Applies to more than 250 NFIP-participating communities (cities and towns)



FEMA's Draft Implementation Plan

- In October 2021, FEMA issued its Draft Implementation Plan
- Draft Plan varies from RPA and focuses on preserving and restoring three main floodplain functions:
  - Flood storage => limit new fill or require compensatory flood storage to offset any new fill
  - Water Quality => limit new impervious surface and heightened stormwater requirements (LID and non-structural approaches)
  - Riparian Vegetation => restrict removal within 170-feet of a water feature
- Draft Plan includes direction to avoid new non-water dependent development in the floodplain
  - Restricts future land divisions in floodplain
  - Allowance for one unit per existing parcel to avoid takings claims provided preserve three floodplain functions

FEMA's Draft Implementation Plan

- In March 2023, FEMA began the NEPA process to evaluate the impacts of its Draft Plan.
- FEMA elected to prepare an EIS recognizing that the impacts of its Plan are likely significant to NFIP-participating jurisdictions and floodplain property owners.
- FEMA's schedule for balance of EIS has slipped
  - Original plan:
    - Draft EIS – Summer 2024
    - Final EIS/ROD – Spring 2025
    - Community Implementation – beginning Fall 2025 with 18 month roll out
  - Revised plan:
    - Draft EIS – "early 2025"
    - Planning 75-day comment/public outreach period
    - No date stated for Final EIS/ROD
- Find FEMA's Quarterly updates at:
  - www.fema.gov/about/organization/region-10/oregon/nfip-esa-integration

Key Concerns with FEMA's Approach

- Consultation between FEMA and NMFS – but resulting requirements imposed on state and local governments
- No regulatory basis for the proposed requirements; FEMA has declined to go through rulemaking
- FEMA eager to shift the burden to local governments irrespective of whether the new standards work with existing Oregon policies and laws
- Unclear whether NMFS will accept FEMA's Implementation Plan
- Communities who decline to adopt the new standards will be removed from the NFIP. Result:
  - Property owners who rely on NFIP for flood insurance required by their mortgages will be in default
  - Community will not qualify for federal disaster assistance

FEMA's New "Pre-Implementation" Measures

- In response to pressure from lawsuit filed by the Northwest Environmental Defense Center and the Center for Biological Diversity, FEMA has abandoned its prior commitment to complete EIS before implementing any changes.
- NFIP participating communities in Oregon must select a PICM option by Dec. 1, 2024. These options include:
  - Adopting a model ordinance that considers impacts to species and their habitat and requires mitigation to a no net loss standard,
  - Choosing to require a habitat assessment and mitigation plan for floodplain development on a permit-by-permit basis, or
  - Prohibiting floodplain development in the Special Flood Hazard Area.
- Communities must report to FEMA on their implementation of interim measures beginning on Jan. 31, 2025.

FEMA's New "Pre-Implementation" Measures

- Additionally, beginning August 1, 2024, FEMA will stop processing applications for Letters of Map Revision based on Fill (LOMR-F) and Conditional Letters of Map Revision based on Fill (CLOMR-F)
  - This will impact owners who seek to have their properties removed from the SFHA after placing fill on a lot to raise the building pad above BFE

FEMA's New "Pre-Implementation" Measures

Key Components of the FEMA's Model Ordinance

- "No Net Loss" standard. Includes:
- No Net New Fill in areas of the floodplain that could be fish habitat
- No Net New Impervious Surface in the floodplain
  - If no net increase in impervious surface is "not feasible," impose restrictive stormwater management standards
- No Net Loss of trees 6" dbh or larger in the floodplain
- Exceptions: Normal maintenance of roads, utilities, levees and other structures (e.g., re-roofing or replacing siding), routine agricultural and silviculture practices. Exception does not include expansion of paved areas.

Coalition Efforts

- Oregonians for Floodplain Protection are strategizing our response. Likely to include:
  - Litigation
  - Outreach to Federal legislative delegation
  - Outreach to State legislative delegation and agencies
  - Developing strategies to support NFIP-participating jurisdictions in responding to PICM
  - Call to Action planned for next week
- Next Meeting: Wednesday July 24, 2024, from 4-5pm
  - Provide email in chat if you'd like to be added to the invite list

Oregonians for Floodplain Protection

Have questions or want more information?

Molly Lawrence
Van Fess Feldman

206-954-5011

mol@vnf.com

Sarah Absher
Tillamook County

503- 842-3408 x. 3412

Sarah.Absher@tillamookcounty.gov

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

Council Goal:	Meeting Date:	Agenda Topic:
Not Applicable	August 21, 2024	Contribution Committee grant recommendations
	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 contributions funding as proposed and presented by the Contributions Committee.

Background:
The annual budget includes a line item for contributions, which provides funding to local organizations that offer services to the community. The money is funded through a portion of the alcohol, cigarette and marijuana tax. Each year the City receives requests from local organizations for funding assistance to provide services to the community. The Contribution Committee was established to review those requests and provide a recommendation to the City Council and their recommendations are listed below.

The appropriated amount for Contributions in this fiscal year was $23,250 and the requested amounts equaled $20,270 leaving $2,980 available in case a request is submitted mid-year. However, following the Contributions Committee meeting, the Yaquina Pacific Railroad Historical Society (YPRHS) Director Lisa Watson approached staff seeking $2,000 additional funding to remodel and install a 32'x22' model railroad display for the Yaquina Northern Model Club to its new home in the basement of Bruster's Whimsy, located on Main Street. Their application is attached for consideration by the City Council.

	Committee Recommendation
My Sister's Place	$4,000.00
Oregon Coast Children's Theater	$1,100.00
Toledo Food Share Pantry	$8,000.00
Methodist Thrift Shop	$500.00
Lincoln County Historical Society	$500.00
Yaquina River Museum of Art	$1,170.00
Toledo Summer Festival	$2,000.00
OCWCOG - RSVP	$1,000.00
OCWCOG - Meals on Wheels	$2,000.00
SUMMARY	**$20,270**

Fiscal Impact:	Fiscal Year:	GL Number:
$20,270 if only committee recommendations $22,270 if approve with YPRHS request	2024-2025	001-900-603975

Attachment:
1. YPRHS Application

City of Toledo
City Enhancement & In-Kind Services

Application Form
Deadline: Friday, May 10, 2024

Please submit the completed application to:
Attention: City Recorder Lisa Figueroa
City of Toledo
Po Box 220
Toledo, OR 97391

Application Criteria:

In making its recommendation to the City Council, the Contribution Review Committee shall consider the following criteria:

1. Record of service to the citizens of Toledo
2. Financial and management capability of the requesting organization to provide services
3. Positive impact the contribution may have on supplementing an activity or direct service provided by the City to Toledo citizens
4. Number of citizens receiving direct services from the organization requesting funds

Please address how your organization meets these criteria. Attach additional information (if necessary).

ORGANIZATION INFORMATION

Organization Name: Yaquina Pacific Railroad Historical Society

Contact Person: Lisa Watson

Physical Address: 100 NW A Street

Toledo	OR	97391
City	State	Zip

Mailing Address: PO Box 119

Toledo	OR	97391
City	State	Zip

Phone Number: 541-336-5256 808-276-9022

E-mail address: yprhs@peak.org Lisawatson541@gmail.com

AMOUNT OF REQUEST

Amount of Request: $2,000.00 Date: 8/14/2024

Describe how the funds will be used *(use an additional page if more space is needed)*:

If awarded, funds will be utilized to remodel the Toledo space that will house the Yaquina Pacific Railroad Historical Society Museum's Model Railroad Layout Display. The remodel includes, but is not limited to, sheetrock installation, painting, lighting, flooring, and a bathroom remodel.

In 1992, a model railroad group, Yaquina Northern, established an H0 scale model railroad layout and club space in the basement of a Newport radio station. Local history was incorporated and a portion of the layout depicts logging as it was conducted in our area in the early 20th century. After the building was foreclosed on and sold, a new home had to be found for the 32' x 22' display. The new home is in Toledo, in the basement of Bruster's Whimsy, located on Main Street. Before we can resume club activities and running trains, infrastructure improvements need to be completed in order to create a safe and welcoming environment.

The Yaquina Northern Model Club has been absorbed into the Yaquina Pacific Railroad Historical Society (YPRHS) Museum and now falls under the umbrella of our 501(c)(3) nonprofit organization status.

By establishing the new space in Toledo, we hope to not only resume club activities but to expand outreach to the community and continue to showcase local history in a new and exciting way. The model railroading hobby transcends all areas of interests and acts as a great unifier amongst individuals from all walks of life. Creatives and artists will be drawn to the unique mediums and practices used to create realistic scenery; engineers and gear heads will be immersed in the intricate mechanics behind the workings of the layout and the locomotives that run on it; those interested in history and geography will marvel at the attention to detail that is given to every aspect of the display. The YPRHS hosts an annual Christmas Model Train Show in Toledo and it has always been extremely successful with people of all ages and has been able to bring new visitors into the City of Toledo.

With this new space, we hope to bring in interested youth by holding classes and clinics to foster any interest in any aspect of the hobby all year round. We also anticipate the model railroad club will gain new members from surrounding areas. Your support will help jump start the project of creating an educational, family friendly, and unique space for the Toledo community.

Thank you for considering our request and we would be delighted to discuss our plans in more detail and explore how you can be a part of this exciting endeavor.

PREVIOUS FUNDING

Has your organization received funding in the last three years?: ☐ YES ☐ NO ☐ NOT SURE

If yes, please list previous funding:	2023-2024	$
	2022-2023	$ 425.00
	2021-2022	$

OFFICE USE ONLY:	
Contribution Committee Review Date:	
Recommendation Amount to City Council:	$
City Council Review Date:	
Amount Approved:	$

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

Council Goal:	Meeting Date:	Agenda Topic:
To sustain and expand an inclusive and welcoming work environment, with a focus on enhancing retention rates.	August 21, 2024	Management Compensation Plan update
	Agenda Type:	
	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
City Manager D. Wiggins	City Manager D. Wiggins	City Manager D. Wiggins

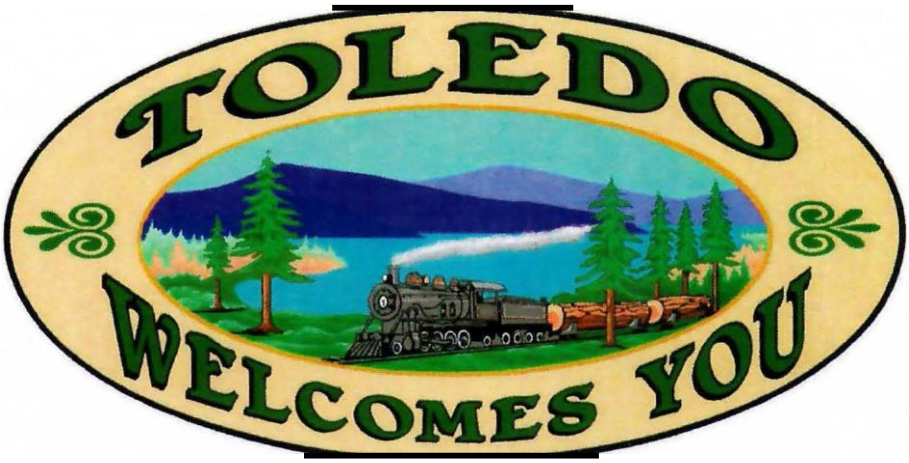
Recommendation:
Motion to adopt the revised Management Compensation Plan and making its effective date of August 1, 2024.

Background:
The current Management Compensation Plan was developed in 2012 and has received no formal updates since that time. As a way to help with retention and bring the compensation plan more in line with industry standards, managers sat down over the past year to provide the attached updates. Major changes to observe:

1. Longevity has been updated to match that of the current Toledo Employee's Association bargaining agreement and assist with retention of management staff.
2. Categorized employees properly as either exempt or non-exempt.
3. Applied a new section to incentivize and reward community involvement amongst management staff.
4. A change to Management Compensation Time to not allow roll over of time, incentivizing managers to use their time to enhance their mental and personal wellbeing.
5. To reward managers for the additional hours worked by appropriately allowing them to earn their vacation time at a bit higher accrual rate.

Fiscal Impact:	Fiscal Year:	GL Number:
Varies	**Beginning fiscal year 2024-2025**	**multiple**

Attachment:
1. Management Comp Plan 2024



City of Toledo

Management Compensation Plan

Adopted by City Council: _____ Effective: August1, 2024

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

Management Team

Finance Director/Assistant City Manager,
Executive Assistant/City Recorder,
Public Works Director,
Chief of Police,
Fire Chief,
Library Director,
Information Systems Manager

Supervisors

Public Works Supervisor,
Assistant Fire Chief,
Assistant Library Director

Non-Exempt Supervisors

Accounting Supervisor,
Police Sergeant,
Dispatch Supervisor

Management Compensation Plan (MCP)

The purpose of having a written MCP is to develop a compensation strategy that is tied to the mission and the goals of the City of Toledo. This compensation plan is not a contract and does not cover any position in a collective bargaining unit or any individual covered by an employment agreement such as the City Manager, City Attorney, or Municipal Judge.

All employees identified under this MCP will receive prorated benefits should their position be considered less than a fulltime employee (1 FTE), unless an exemption has been granted by the City Manager.

The goal of the MCP is to foster and reward performance and dedication, while attracting suitable candidates, to fill vacancies. The City's management team is comprised of professionals who have many years of experience in positions that require specialized training, certifications, and/or extensive experience are in key positions of responsibility.

Employees covered by this plan (as a group) can meet with the City Manager to provide suggestions and input regarding their pay/benefit package. The MCP must be fair, legal, consistent and understood by all. Having a written MCP should eliminate, or reduce, inconsistencies of perceived or real discrimination. The MCP and the salary and benefits outlined herein may be changed at any time with the approval of the City Council.

Guiding Principles

Because the City of Toledo's success is dependent on capable and dedicated employees, compensation goals will strive to attract and retain individuals who share the mission and vision of the City.

Community support is inherent and needed to sustain a thriving community. This compensation plan will enhance and promote being active in our community. The Management Compensation Plan shall include benefits that promote a comfortable, secure workforce and encourage dedication to the City.

Salaries

The City Manager or designee shall prepare a salary or pay proposal for review by the City Council no less than once every three years. The City Council has the sole authority to approve salary and pay ranges for all city employees. All exempt department directors and supervisors shall receive pay in the form of a monthly salary which will be within the approved minimum and maximum set for their position.

Exempt department directors and supervisors who are paid on a salary basis are not required to keep track of their hours worked for the purpose of pay, and are allowed to flex their work time during the pay period, with prior approval from their direct supervisor. The general practice shall be that if an exempt department director or supervisor is absent from work for one half-day or more, they may flex their work schedule in lieu of using vacation, sick, or management compensation time during the same pay period, so long as hours worked during the month are equal to their regular full-time scheduled hours for the same pay period. .

Pay for employees listed in this plan will be presented on a salary schedule in a format consistent with other employee groups. Any changes to the salary schedule shall be brought to the City Council for approval in the form of a resolution.

Any newly created department director or management positions covered under this plan shall be incorporated into the plan following Council approval of the associated salary or pay range for the position via resolution.

Initial Placement: Department directors and supervisors (exempt and non-exempt) will be placed within the approved salary or pay ranges for their position according to their qualifications, competencies, and the relative value of those qualifications and competencies to the position and to the City of Toledo. Factors to be considered in determining individual salary or pay within the established ranges include, but are not limited to:

- Competency – Demonstrated level of relevant knowledge, skills, abilities and training
- Credentials – Formal education degrees, registrations and certifications
- Experience – Job performance and relevant work history in comparable positions
- Responsibility – Authority, liability, or other responsibility not already considered in establishing the range of the position
- Performance – Performance of the duties and responsibilities of the position as documented in an annual performance evaluation

Placement within a pay range shall be at the discretion of the City Manager, except that such decision shall not be arbitrary or discriminatory.

Internal Promotions: When an employee is promoted from a position that is covered by an employment agreement (such as a union contract) to a non-represented position, the employee shall be placed within a pay range for the position in accordance with this plan. The employee's pay at the time of promotion, including any certification pay, shall be considered when determining the initial placement within a pay range for the new position, but in all cases, no initial placement shall cause the employee's pay to fall outside of the approved pay range for that position.

Performance Evaluation and Step Increases: Annual salary or pay increases other than cost of living adjustments (COLA) shall be based, in part, upon the outcome of an annual performance evaluation. To qualify for a step increase the employee's final average performance score must –meet or exceed expectations in all areas. However, these scores alone shall not be an automatic basis for a step increase.

Exempt department directors and supervisors are paid on a monthly salary basis to perform the duties of their position. They are expected to work sufficient hours to complete their job duties in a timely manner and be generally available during working hours.

Additionally, department directors and supervisors are expected to attend meetings, conferences, and other functions appropriate to their work assignments which may fall outside the typical Monday through Friday work schedule.

Non-exempt supervisors shall accrue overtime and pay in accordance with State and Federal regulations and city policies.

Total Compensation Package

In addition to pay, the total compensation package will consist of other benefits as detailed below:

Health Insurance: The City of Toledo shall pay 100% of medical, dental, prescription and vision insurance premiums of the City's health insurance plan(s) for all department directors, supervisors and non-exempt supervisors, excluding any optional add-ons.

Cell Phone Allowance: A monthly stipend may be paid to department directors, supervisors or non-exempt supervisors required to be available by phone and email while away from the office or outside of business hours, who choose to use their personal device for work phone calls and email. The rate applied will be $40/month for phone and $35/month for email. Employees may elect to use a city-owned device in lieu of this stipend.

Use of City-Owned Vehicle: At the discretion of the City Manager, department directors, supervisors or non-exempt supervisors may be allowed the use of a city-owned vehicle. All use shall be based solely on appropriateness for the position and is subject to applicable IRS rules and taxability.

Certification Pay: Certification pay is offered to encourage professional development. Department directors, supervisors, and non-exempt supervisors may receive professional certification pay at the rates negotiated with their respective bargaining unit employees. All certifications must be pertinent to the manager's respective job.

Longevity Pay: Department directors, supervisors, and non-exempt supervisors are eligible for longevity pay. Longevity pay is calculated from the time you began working with the City of Toledo, is noncumulative, and does not reset with promotion. Longevity pay will be paid monthly beginning on your anniversary date based on the table below:

3 – 4 Years	$75.00/month ($900 per year)
5 – 9 Years	$150.00/month ($1,800 per year)
10 – 14 Years	$225.00/month ($2,700 per year)
15 – 19 Years	$300.00/month ($3,600 per year)
20 – 24 Years	$375.00/month ($4,500 per year)
25+ Years	$450.00/month ($5,400 per year)

Uniforms/Safety Equipment: The City shall provide uniforms for those positions requiring uniforms or special equipment. Reimbursement shall be at the same rate as that bargained with their respective bargaining unit employees.

Community Involvement: All department directors and supervisors are urged to be involved in the Toledo community by participating in community activities outside that related to their employment, examples include:

Non-profits, volunteer boards, elected positions, youth sports/activities, community organizations, or generally volunteering time to at least three (3) community events annually.

Department directors and supervisors volunteering or participating in Toledo community services, will be provided an annual stipend of $300.00 on their January paycheck.

Paid Time Off

The City recognizes the importance of time away from work for personal lives, and believes department directors, supervisors and non-exempt supervisors should receive paid time off for certain holidays, vacations, personal time, and for when they are unable to come to work due to illness or injury. To this end, time off shall be granted as follows (employees working less than a forty hour workweek will be awarded paid time off on a prorated basis):

Paid Holidays: Department directors and supervisors shall receive holiday days off without loss of pay in the same manner as all other city employees. In the event a department director or supervisor work a holiday due to an approved extenuating circumstance, the holiday may be banked for no longer than a thirty (30) day period or the holiday shall be forfeited (see city handbook for approved holidays). In the event you are unable to use the holiday within 30 days, with City Manager approval, it may be paid at your regular rate of pay on your following paycheck (i.e. Staffing Considerations).

Holiday pay and time off considerations for non-exempt supervisors will be considered at the rates and rules established with their respective bargaining unit employees.

Paid Vacation: The City of Toledo will allow department directors, supervisors, and non-exempt supervisors to "cash out" 40 hours of vacation time, to be paid with their December paycheck as long as the supervisor has used 40 hours of vacation during the current calendar year and the accrued balance remains greater than 80 hours. Upon the approval from the City Manager, "cash out" hours may be modified when considering staffing issues within a department (i.e. director is unable to take 40 hours off in the year).

Vacation accrual for department directors, supervisors, and non-exempt supervisors shall be as depicted below, except that the City Manager may, at their sole discretion and when circumstances warrant it, place a new department director, supervisor, or non-exempt supervisor on the accrual chart at any level, not to exceed 10 years of service, at the time of hire.

Management Accrual Chart:

1-4 years of service	10 hours per month
5-9 years of service	12 hours per month
10-14 years of service	15 hours per month
15 or more years of service	17 hours per month

Department directors, supervisors, and non-exempt supervisors shall be allowed to accrue a maximum of two hundred and eighty-five (285) hours of vacation. Vacation benefits stop accruing when the maximum has been reached. The maximum amount of vacation that will be paid at the time of separation will not exceed the maximum hours allowed. Hours accrued in excess of 285 shall be forfeited and are not eligible for cash out.

Compensatory Time: Department directors, supervisors, and non-exempt supervisors will not be eligible to accrue compensatory time.

Department directors and supervisors who were promoted from a collective bargaining unit shall have all accrued compensatory time paid out at the previous hourly rate at the time of the promotion in accordance with the applicable bargaining agreement.

Management Compensation Time: Management and supervisory positions exempt from overtime shall receive management compensation time of 40 hours per year. Management compensation time shall be accrued January of each year and is to be taken no later than December 31st of the same year. Management compensation time may not be carried over the calendar year end and is not eligible to be paid out. Any unused management compensation time not used in the year it is accrued shall be forfeited. Managers hired or promoted on or after July 1st of each year shall receive management compensation time in a prorated amount.

Other Leave: Department directors, supervisors, and non-exempt supervisors shall also be entitled to any other types of leave not covered in this plan but which are included in the City of Toledo Employee Handbook.

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

Council Goal:	Meeting Date:	Agenda Topic:
To enhance and sustain public infrastructure and facilities by implementing plans...	August 21, 2024	State Legislature Direct Funding for Olalla Meadows Housing Project
	Agenda Type:	
	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
City Manager D. Wiggins	City Manager D. Wiggins	City Manager D. Wiggins

Recommendation:
Motion to accept the contract for $640,000 of State of Oregon legislative direct spending and authorizing the Mayor and City Manager to sign the contract with Oregon Business Development Department.

Background:
Oregon State Legislature issued the grant for water, sewer and storm water infrastructure improvements, as well as a traffic study and road improvements along Sturdevant Road to support a new apartment complex, identified as Olalla Meadows.

Recipient will contract with an engineer licensed in Oregon to complete the final design and permitting for the Project, and will complete the following infrastructure improvements:

- Water- looping approximately 1800 feet of 6-inch water line, upsizing approximately 800 feet of existing water line from 6 to 8 inches and install one (1) fire hydrant on the Olalla Meadows complex property. The improvements will increase flow and redundancy to the existing infrastructure.
- Wastewater- approximately 600 feet of lining existing sewer line to reduce inflow and infiltration to the Olalla Meadows complex.

Recipient will complete a traffic study along Sturdevant Road to ascertain its safety for the Project's increase in traffic. Recipient will maintain storm water permitting requirements per Department of State Lands and monitor the Project to ensure the complex does not damage adjacent existing wetlands.

Fiscal Impact:	Fiscal Year:	GL Number:
$640,000	**2024-2025**	**020-000-402200**

Attachment:
1. State Oregon Business Development Department (OBDD) Checklist
2. State OBDD Contract
3. State OBDD Signature Card
4. Deposit Option Notification

Recipient: City of Toledo

Project Number: C2024373

CHECKLIST OF CONTRACT DOCUMENTS AND INSTRUCTIONS

Please use the following checklist to ensure that all documents have been completed, and return all contract documents as soon as feasible, but not later than 60 days.

1. ☐ **Contract** signed and dated by the authorized official. Please return the signature page(s) only.
2. ☐ **Signature Card** with certification by the authorized official. Please return the complete document.
3. ☐ **Deposit Option Notification** form. Please return the complete form. If you choose to have funds electronically deposited in a financial institution (and not the Local Government Investment Pool), please follow the provided link and send a **Direct Deposit Authorization** form (SFMS ACH-1) to the Oregon Department of Administrative Services.

Please let your Regional Project Manager know how you would like to receive the final contract documents. Once signed by the Oregon Business Development Department, we will provide you with a **Disbursement Request Form** for your future use. This form is provided in Excel format for you to fill out and submit to your Regional Project Manager as needed once your project is underway.

Later in your project, your Regional Project Manager will provide any necessary report forms.

GRANT AGREEMENT

Project Name: Water, Sewer and Stormwater Infrastructure Improvements, Traffic Study, and Road Improvements

Project Number: C2024373

This grant agreement ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department ("OBDD"), and City of Toledo ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

This Contract less Exhibits
Exhibit A General Definitions
Exhibit B Project Description
Exhibit C Project Budget

Pursuant to ORS 285A.075(3) and Oregon Laws 2024, Chapter 103, Section 5(4) (the "Act" aka HB 4134 (2024)), OBDD is authorized to enter into a grant agreement with Recipient to assist in financing the costs of an Infrastructure project as defined by the Act.

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: $642,000.

Grant Amount: $640,000.

Project Close-Out Deadline: 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

Project Completion Deadline: 24 months after the date of disbursement of the Grant Amount per the terms of the Act.

SECTION 2 – FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount. Notwithstanding the Grant Amount, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 – DISBURSEMENTS

A. Grant Disbursements.
Upon execution of this Contract and satisfaction of all Conditions to Disbursement in Section 3C. below, OBDD shall disburse the Grant Amount to Recipient.

B. Financing Availability. OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminate on the Project Close-out Deadline.

C. Conditions to Disbursement of Grant. OBDD has no obligation to disburse the Grant Amount unless all following conditions are met:

(1) There is no Event of Default.

(2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.

(3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

(4) Reserved.

(5) OBDD has received a completed Disbursement Request on or before May 30, 2025.

(6) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.

(7) Recipient has provided a copy of the agreement(s) required by Section 6D.(10) below to OBDD's satisfaction (as required by the Act in Section 1(4)).

(8) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 4 – USE OF FINANCIAL ASSISTANCE

A. Use of Proceeds. Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the Project Budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the Project Budget without the prior written consent of OBDD.

B. Costs of the Project. Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-award Costs of the Project.

C. Costs Paid for by Others. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

D. Unexpended Grant Moneys. Any Grant moneys disbursed to Recipient, and any interest earned by Recipient on the Grant moneys, that are not used as set out herein or that remain after the Project is completed or this Contract is terminated shall be immediately returned to OBDD.

SECTION 5 – REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.

B. Organization and Authority.

(1) Recipient is a Municipality as defined in ORS in ORS 285B.410(9), and validly organized and existing under the laws of the State of Oregon.

(2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.

(3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body that was adopted in accordance with applicable law.

(4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.

C. The Recipient has identified Olalla Meadows as the planned Housing Development that will be primarily benefited by the Project.

D. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit B and Exhibit C, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

E. No Events of Default.

(1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.

(2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

H. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Project.

SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Within Urban Growth Boundary. The Project will be located within the Recipient's urban growth boundary and will contribute to the development of housing within the Recipient's urban growth boundary.

B. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

C. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:

(1) Oregon Tax Laws, (as defined in Section 5.G) and federal tax laws.

(2) State procurement regulations found in the Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C.

(3) Prevailing Wage Requirements.

(a) Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815.

(b) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 *et seq*.).

(c) Notwithstanding (3)(a) and (3)(b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.

(d) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.

(e) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency providing Financing Proceeds under this Contract.

(f) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

D. Project Obligations. Recipient shall:

(1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing. Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.

(2) Provide a copy of the bid tabulation and notice of award to OBDD within ten (10) days after selecting a construction contractor.

(3) Provide OBDD with an expenditure report of all Project expenditures using the Financing Proceeds. All expenditure reports are subject to OBDD review and approval for compliance with the Financing Proceeds use terms of this Contract.

(4) Permit OBDD to conduct inspection of the Project at any time.

(5) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.

(6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.

(7) Provide status reports to OBDD annually on a form provided for or approved by OBDD. Reports are due August 15 each year until the final project completion report detailed in subsection (8) below is accepted by OBDD or until this Contract is terminated. Status reports shall include a minimum of the following:

(a) a progress report on the Project;

(b) an updated estimated Project completion timeline or a report of the completed results;

(c) an accounting of the moneys spent and remaining for the Project;

(d) the number of housing units constructed within the Housing Development served by the Project along with the number of those constructed housing units subject to an affordable housing covenant as required by Section 6D.(10) of this Contract; and

(e) an updated number of existing and additional/ new housing units estimated to be served by the completed Housing Development and an updated number of units anticipated to be served by the completed Project that will subject to an affordable housing covenant.

(8) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.

(9) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

(10) Enter into one or more agreements with the property owner(s) of the Housing Development to be served by the Project (identified by Section 5C. of this Contract) with the agreements including the following requirements:

(a) The owner's construction of a minimum specified number of housing units in the Housing Development;

(b) No less than 30 percent of the dwelling units within the Housing Development will be subject to an affordable housing covenant, as defined in ORS 456.270, under which:

(i) The Recipient shall serve as or designate the covenant holder; and

(ii) The housing will be made affordable to Workforce Income Households for a period of no less than 10 years.

(c) The owner shall construct the housing units in the Housing Development before the latter of 36 months after the completion of the Project or 60 months after the disbursement of the Grant Amount.

(d) A remedy and liability provision, that is in addition to any other remedies that the Recipient provides in the agreement, requiring the owner to repay to the Recipient the Grant Amount if the units are not developed or the affordability is not maintained as required by this Section 6D.(10), except for delays outside of the owner's control.

(e) The owner will assist the Recipient in its reporting obligations to OBDD as provided by Section 6D.(7) of this Contract.

E. Ownership of Project. The Project will be owned by Recipient during the Project and for not less than ten years following the Project Close-Out Deadline.

F. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during the Project and for not less than ten years following the Project Close-Out Deadline. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

G. Insurance, Damage. During the Project and for a period of not less than ten years following the Project Close-Out Deadline, Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity.

H. Sales, Leases and Encumbrances. During the Project and for a period of not less than ten years following Project Close-Out Deadline, except as specifically described in Exhibit B (Project Description), Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient.

I. Books and Records. Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

J. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as OBDD may reasonably require.

K. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

L. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses..." OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz.

N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.

O. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

P. Contributory Liability and Contractor Indemnification.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing.

The foregoing provisions are conditions precedent for either party's liability to the other in regard to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

SECTION 7 – DEFAULTS

Any of the following constitutes an "Event of Default":

A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project .

B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 7, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:

(1) Terminating OBDD's commitment and obligation to make the Grant or disbursements of Financing Proceeds under the Contract.

(2) Barring Recipient from applying for future awards.

(3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.

(4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.

B. Application of Moneys. Any moneys collected by OBDD pursuant to section 8.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.

C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Contract.

D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's sole remedy will be for disbursement of Financing Proceeds for Costs of the Project, not to exceed the Grant Amount, less any claims OBDD has against Recipient.

SECTION 9 - MISCELLANEOUS

A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

(1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

(2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

(3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.

(4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.

(5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

(1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

(2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by

personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD:
Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem, OR 97301-1280

If to Recipient:
City Manager
City of Toledo
206 N. Main Street
PO Box 220
Toledo, OR 97391

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent

Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Oregon Business Development Department

By: _____
Edward Tabor, Infrastructure and
Program Services Director

Date: _____

CITY OF TOLEDO

By: _____
The Honorable Rod Cross, Mayor

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 7 August 2024
Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

"Costs of the Project" means Recipient's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

"Counsel" means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

"Financing Proceeds" means the proceeds of the Grant.

"Housing Development" means multifamily housing or a mix of multifamily, middle housing and single-family housing units planned, owned or constructed together through one or more applications or development projects under ORS 227.175 or a development agreement under ORS 94.504 to 94.528.

"ORS" means the Oregon Revised Statutes.

"Project Completion Date" means the date on which Recipient completes the Project.

"Workforce Income Household" means a household with income less than or equal to 130 percent of the county median income based on information or estimates available from the United States Census Bureau.

EXHIBIT B - PROJECT DESCRIPTION

Recipient shall use the Grant for water, sewer and stormwater infrastructure improvements, as well as a traffic study and road improvements along Sturdevant Road to support a new apartment complex, identified as Olalla Meadows. Recipient will contract with an engineer licensed in Oregon to complete the final design and permitting for the Project, and will complete the following infrastructure improvements:

- Water- looping approximately 1800 feet of 6-inch water line, upsizing approximately 800 feet of existing water line from 6 to 8 inches and install one (1) fire hydrant on the Olalla Meadows complex property. The improvements will increase flow and redundancy to the existing infrastructure.
- Wastewater- approximately 600 feet of lining existing sewer line to reduce inflow and infiltration to the Olalla Meadows complex.

Recipient will complete a traffic study along Sturdevant Road to ascertain its safety for the Project's increase in traffic. Recipient will maintain stormwater permitting requirements per Department of State Lands and monitor the Project to ensure the complex does not damage adjacent existing wetlands.

EXHIBIT C - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Estimated Budget
Design/Engineering	$40,000	$0
Construction	$520,000	$0
Construction Contingency	$50,000	$2,000
Legal Fees	$10,000	$0
Permitting and Regulatory Fees	$20,000	$0
Total	$640,000	$2,000

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards	
Recipient **City of Toledo**	**Project Number** **C2024373**

Signatures of Delegated Authorized Individuals to Request Payments
(Two signatures are required to request disbursement of funds)

Typed Name and Title (1) a _____ Signature (Highest Elected Official must **not** sign here)	Typed Name and Title (1) b _____ Signature (Highest Elected Official must **not** sign here)
Additional Signatures (if desired)	
Typed Name and Title (1) c _____ Signature (Highest Elected Official must **not** sign here)	Typed Name and Title (1) d _____ Signature (Highest Elected Official must **not** sign here)
I certify that the signatures above are of the individuals authorized to draw funds for the cited project. Typed Name, Title and Date (2)_____ Signature of Highest Elected Official or duly authorized official for the Recipient (Must **not** be listed in item (1) a through (1) d above)	**Agency Use Only: Date Received:**

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # **Explanation**

(1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)

(2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**

OBDD accepts scanned copies of signed documents and electronic signatures. Complete this form and return via email to the requestor at the OBDD email provided or mail it to:

Oregon Business Development Department
775 SUMMER ST NE STE 200
SALEM OR 97301-1280

DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 SUMMER ST NE STE 200 SALEM OR 97301-1280

City of Toledo

Recipient

Federal Tax ID Number

Water, Sewer and Stormwater Infrastructure Improvements, Traffic Study and Road Improvements

C2024373

Project Name

Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

Method I - Electronic Funds Transfer (EFT)

Private Sector or Government Entities

☐ **Use New EFT Account:** A **Direct Deposit Form (SFMS ACH-1)** *completed by Financial Institution Representative* has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

Oregon Department of Administrative Services
SFMS Operations / ACH Coordinator
1225 Ferry Street SE, FL 2
SALEM OR 97301-3970

Get the form here: www.oregon.gov/das/Financial/AcctgSys/Documents/ACH-Enrollment-Form.pdf

☐ **Use Existing EFT Account:** An account has already been set up for EFT deposits as required above.

Method II - Local Government Investment Pool (LGIP)

Government Entities Only

☐ Transfer funds to the **Oregon State Treasury Local Government Investment Pool** by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number _____.

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s) _____ _____

Signature(s) _____ _____

Title(s) _____ _____

Date Telephone Number Fax Number

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

Council Goal:	Meeting Date:	Agenda Topic:
Not applicable	**August 21, 2024**	Approving an Untreated Water Services Agreement with Georgia-Pacific Toledo, LLC
	Agenda Type:	
	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
City Attorney M. Adams	City Manager D. Wiggins	City Manager D. Wiggins

Recommendation:
Motion to approve an Untreated Water Services Agreement with Georgia-Pacific Toledo, LCC (GP).

Findings:
The City Council makes the following findings: (1) Pursuant to ORS 225.030, a City owning, controlling or operating a system of waterworks for supplying water for its inhabitants and for general municipal purposes, may sell, supply and dispose of water or electricity from such system, by contract, within or without the corporate limits; and (2) This agreement is not a "procurement," which is defined in ORS 279A.010(w), as "the act of purchasing, leasing, renting or otherwise acquiring goods and services," so no other public contracting law requirements apply.

Background:
The City is authorized to enter into contracts for the supply of water, and to sell water to person and entities, both public and private, both inside and outside the City, on the terms and conditions the City finds appropriate (see ORS 225.010-225.085). GP is interested in temporarily purchasing untreated water from the municipal water system of the City of Toledo, similar to any other customer, but the water is in a very large quantity, will be used for industrial purposes, which falls within the definition of municipal use.

This Agreement is for GP to purchase untreated water at treated water prices. The treated water rate for residents inside city limits has increased from $4.50/1000 to $5.61/1000 gallons. $5.61/1000 gallons is the fee charged to GP, without any facilities charge, the second portion of the water fee normally charged to residents for infrastructure, or other fee to cover administrative costs. The 10 million gallon water guarantee remains, whether used or not, similar to the last contract. The distribution method, point of use, and other specifics in the prior agreement remain the same.

Fiscal Impact:	Fiscal Year:	GL Number:
$56,100	**2024-2025**	**N/A**

Attachment:
1. Agreement with Exhibits

UNTREATED WATER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the **CITY OF TOLEDO, OREGON**, a municipal corporation (the **"City**"), and the **GEORGIA-PACIFIC TOLEDO LLC**, a Delaware limited liability company ("**GP**"),

RECITALS

1. City is a municipal corporation of the State of Oregon and is authorized by the charter of the City of Toledo and the Toledo Municipal Code to maintain water works for the furnishing of water to the city, its property, its inhabitants, and to non-inhabitants. The City is further authorized to enter into contracts for the supply of water by the City and to sell water to persons, public and private, both inside and outside the City, on terms and conditions the City finds appropriate.

2. City is further authorized by its charter to enter into Agreements for cooperation, consolidation and maintenance of services with any other public corporations or units of government.

3. GP is a duly incorporated Delaware limited liability company, operating within the City limits of the City of Toledo.

4. GP is interested in temporarily purchasing untreated water from the municipal water system of the City of Toledo, similar to any other customer, but the water is a very large quantity, will be used for industrial purposes, which falls within the definition of municipal use, and it is untreated water.

5. City has what are referred to as "senior water rights" on the Siletz River, including those two water rights evidenced by Water Right Certificate T-11451 for the use of 2.0 million gallons per day (MGD) issued from the Oregon Water Resources Department, which are the water rights that are the subject of this Agreement.

6. The parties believe that City can assist GP in the appropriation of untreated water and help to alleviate its current temporary shortfall.

7. City needs flexibility in amount of untreated water it can provide, so that it can continue to provide water for its municipal purpose.

8. City is willing to help GP using its existing rights, for this reasonable and usual municipal purpose, through its municipal system, to provide water to GP, an existing customer in the City.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the adequacy of which are hereby acknowledged , the parties hereby agree as follows:

1. **Initial Term.** The Parties agree the term shall be from _____, 2024 (execution of this Agreement) through _____2025, unless terminated as provided herein.

2. **Renewal Term(s).** Not less than one month prior to the expiration of the initial term, or not less than two months prior to the expiration of any additional term, GP may request renewal of this Agreement for an additional term of one year by providing written notice to the City Manager.

City shall have 30 days to determine if it wants to grant the renewal, subject to the terms of this paragraph. The parties agree that any renewal will be evidenced by a written addendum to this Agreement, signed by both parties. During any renewal period, the terms and conditions in this Agreement shall remain the same, except such written addendum will also include GP's financial obligation to the City for its share of major capital improvements, minor capital improvements, and operations and maintenance costs, administrative costs, and other issues agreed upon by the parties, for that portion of the municipal water system impacted by GP's use, if any, as agreed by the parties.

3. **Sale of Water.** GP agrees to purchase and City agrees to sell untreated water as described in this Agreement; provided, City reserves the right to continue to contract with any entity or person to sell water for its municipal purpose, as City determines in its sole discretion, which the parties understand will reduce the amount of water sold to GP; and, further, provided, the parties acknowledge that the City has the sole discretion of when to limit water delivery to GP, either temporarily or permanently, for City's continued adequate water supply needs for its municipal purpose, as determined by City at its sole discretion.

4. **Raw Water.** As provided herein, City agrees to furnish and sell, and GP agrees to purchase only untreated river water during the term of this Agreement; provided, however, GP further agrees that the City will continue to furnish and sell treated water from its municipal water supply system for culinary use to other customers, including GP, at the City's discretion subject to terms of this Agreement.

5. **Discretion to Stop Providing Water.** Regardless of any other provision in this Agreement, the City retains the right, at its sole discretion, without limitation, to immediately stop providing water, temporarily or permanently, to GP, for any reason, or without specifying a reason, if the needs of the water municipal system require it.

6. **Point of Delivery.** The parties agree that the City will provide water from the municipal water system into the Olalla reservoir, which the parties agree is not GP's place of use, but a temporary holding facility. For this to occur, the City has already completed limited construction required in paragraph 10 below to the valve that has a "T" off the water line near the dam, shown on the maps that are Exhibit 1. This will occur because the City's water line at GP's place of use is too small to allow for adequate water to accommodate quantities needed in this agreement. Water will travel down the natural stream bed instead of the City's pipeline to reach the place of use. Accordingly, the parties agree that there is no change in municipal use, to provide water for industrial purposes to an existing customer, or change in place of use, which is the Toledo Paper Mill, where GP pumps water out of the Olalla Slough vicinity of SE 10th Street in the City of Toledo, or change in diversion point, which remains the same in the Siletz River. This analysis has been completed after reviewing the definition in OAR 690-300-0010(29) of "municipal water use" that specifically includes "industrial water use," which is further defined in OAR 690-300-0010(25) and consistent with GP's activities.

7. **Rate.** The rate will be a single charge per unit of water purchased (1 unit equals 1,000 gallons) delivered to the point of delivery described in this Agreement. GP and City agrees the rate shall be **$5.61 per 1,000 (one thousand) gallons**. A copy of any rate resolution will be forwarded to GP.

8. **Quantity**. City agrees to sell and provide to GP up to a maximum of one million two hundred fifty thousand gallons average per day (1.25 MGD) of water at a point of delivery to GP as described herein, but the City will not exceed to a total of 2.0 MGD for its entire water system from the Siletz River. In 2015, the City was limited by a "cap" not to exceed 2.0 MGD until a Water Conservation and Management Plan (Plan) was implemented by the City. Although the Plan was implemented by the City in 2017, the City does not have confirmation from the Oregon Water Resources Department (WRD) of the increased allowable amount, so the parties agree that at this point the use of water by the City will not exceed to a total of 2.0 MGD for its entire water system, unless such confirmation is obtained, at the city's sole discretion. At present, City estimates it is using less than .75 MGD, as it is no longer providing water to the Seal Rock Water District as it was in 2015, so it is realistic that the City can provide up to 1.25 MGD average per day. The parties agree that such quantity of water, which may be reduced as provided in this Agreement, will be provided to GP by the City over a 7 day period, so more or less 8.75 MGD over a one week period based on current water usage. The City is under no obligation to provide a specified amount of water, but will use reasonable efforts to provide what is requested. Regardless of when this contract is terminated, by signing this contract, GP agrees to purchase an average daily rate of one million gallons for a minimum of 10 days. However, GP shall be relieved of the purchase obligation in the proceeding sentence if the City terminates this Agreement pursuant to Section 12 or Section 15 (d) of this Agreement.

9. **Measurement.** City has inline magnetic meters at each pump in the intake facility that will be the basis for measurement of water quantity. The City doesn't anticipate running water in the pipe for GP and for other City purposes at the same time, but City reserves the right to run the water for both purposes at the same time and measure of the amount of water delivered to the plant and subtract it from the amount measured at the pump station at the Siletz River.

10. **Construction completed by the City in 2015.** Connecting with the valve that has a "T" off the water line near the dam shown on Exhibit 1, City installed an 18 inch width diameter pipe and PVC structure to bring water from the bottom of the reservoir as follows: 24 inch long spool (although shown on Exhibit 1, the plan of construction, it didn't then exist), 90 degree elbow, then section of 18 inch PVC pipe, then 45 degree elbow, and short piece of PVC (hereafter "Construction Pipe") consistent with the drawing that is a part of Exhibit 1. The parties agree that any further construction, including further pipe or PVC, beyond what is contemplated in this paragraph, is the financial and work responsibility of GP, which is needed to prevent erosion of the bank.

11. **License to Install Construction.** Although the City believes it may fall within the easement granted by GP, GP agrees to permit the City to use the property for the purpose of installing the construction described in paragraph 10.

12. **Environmental Concerns; Unforeseen Circumstances**. GP and City acknowledge that there are unforeseen or unavoidable circumstances or environmental issues that may limit or terminate the amount of water available to City for sale and distribution, as determined by the City in its sole discretion, whether temporarily or permanently. The parties agree that such unforeseen or unavoidable circumstances may include, without limitation, the following: drought; drought declaration by the Governor; any notice or other significant regulatory action by the Water

Resources Department or Oregon Department of Fish and Wildlife to prohibit such continued sale of water or that puts the City's water rights in jeopardy; the threat or actual initiation of the emergency listing process of species or habitat in response to "any emergency posing a significant risk to the well-being of any species" found 16 USC 1533 (b)(7); the threat or the filing of any lawsuit, which the City deems to have some merit, including lawsuits claiming: (1) that by providing water to GP, the City is harming other water rights; (2) that contractual rights are being infringed that have been afforded the other party to an existing contract with the City; (3) that "threatened" or "endangered" species under the federal Endangered Species Act (ESA) or Oregon ESA are being harmed; or (4) that an Indian tribe in Oregon is being harmed, including under the Bald Eagle Protection Act, the Endangered Species Act, the Migratory Bird Acts, or the Marine Mammal Protection Act; or any other environmental event beyond the control of City.

13. **Emergency; reduction; water shortage.** The parties recognize that the City may temporarily interrupt or reduce deliveries of water to GP if City determines that such interruption or reduction is necessary or reasonable in case of system emergencies or to install equipment, make repairs, replacements, investigations, and inspections are performed or other maintenance work on the City water system is necessary. The City shall give GP reasonable notice of any such interruption or reduction, the reasons for and the probable duration, and will use best efforts to minimize interruptions to GP. In the event of localized emergency problems, GP acknowledges that temporary localized interruptions may occur for the duration of the emergency. Examples of such circumstances include, but are not limited to, main breaks and system failures or weather related events.

14. **Excess Demands**. Should GP consistently place demands on the system in excess of that agreed to between City and GP, the City may take such steps as are necessary or advisable to protect the system. Such actions may include, but are not limited to, reducing or terminating the supply of water flowing to GP.

15. **Termination.** This Agreement may be terminated as follows:

    a. **Default.** Failure of a Party to perform any substantial obligation contained in this Contract within 30 days after written notice from the other Party specifying the nature of the default or, if the default cannot be cured within 30 days, failure within such time to commence and pursue curative action with reasonable diligence, shall constitute a default entitling the other Party to terminate this contract. The other Party may then give notice of termination to the defaulting Party with such termination date to be not less than six (6) months from the date of notice or the end of the contract term, whichever occurs first. However, such termination date will be adjusted to be not less than six (6) months from the date of final completion of the dispute resolution process pursuant to paragraph 22 if the default is confirmed.

    b. **Nonpayment.** Except for billing disputes pursuant to paragraph 19, in the event GP is delinquent following the monthly billing in paragraph 17 by more than forty-five (45) days, City may notify GP in writing that unless payment is made by GP that service will be discontinued for nonpayment after fifteen (15) days from the date of notice and the Agreement terminated. GP may avoid termination by paying the amount demanded within the 15 days.

c. **Dissolution.** In the event of GP's dissolution, this Agreement may be terminated immediately by City.

d. **For Convenience.** Either party may terminate this Agreement without specifying any reason for termination by giving written notice of intent to terminate, in writing, personally delivered not less than 72 hours prior to the intended termination date, or mailed at least three (3) days before the intended termination date to the other party at the party's address below. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

e. **For Cause.** In addition to its rights under this paragraph 15, it is further agreed that the City may immediately terminate this agreement, without liability or penalty for either of the following causes by the mailing of written notice to GP at GP's address below, specifying the cause:
   i. Unsatisfactory performance or nonperformance. The City Manager is the sole judge of GP's unsatisfactory performance or nonperformance.
   ii. Lack of funding to make needed improvements to water system.

16. **City's Water System.** The parties agree and acknowledge that the City is the owner and operator of the water supply, storage, transmission, and treatment system, and all facilities and infrastructure associated with the storage, treatment, transmission, and distribution systems used in its water system operations. GP's purchase of water or other costs described in this Agreement, including in any subsequent addendum that evidences a renewal term, shall not constitute purchase of ownership rights to water or any portion of the water system owned and operated by the City. GP agrees to assist the City in its future attempt to claim a perfected use for the sale of water under this Agreement at this point of diversion.

17. **Monthly Billing**. The City shall bill GP at the address specified in this Agreement on or about the 1st day of each month, with an itemized statement of the amount of water furnished to GP and the amount charged for the billing period.

18. **Payment Schedule**. Bills are due upon receipt, and if not paid on or before the forty-fifth (45) day following the invoice date, subject to a collection fee of 25% of the total amount then due and also subject to an interest rate at the statutory rate on the unpaid account. At 45 days following the invoice date, City will start charging the statutory interest rate, a collection fee added, and shut off notice will be sent.

19. **Billing Disputes**. In the case of disputes over billings for water, GP shall pay the undisputed amount when due and the disputed amount shall be resolved through Dispute Resolution as described in paragraph 20 of this Agreement. GP shall pay interest at the statutory rate on unpaid accounts on any disputed amounts found through dispute resolution or litigation to be due the City.

20. **Dispute Resolution.** The Parties agree that this Agreement is conditional upon the faithful performance by both Parties of all the terms and provisions stated herein. In case of disputes arising out of this Agreement, including default of any provisions or disputes regarding the

interpretation of any provision of the Agreement, subject to the terms of this paragraph, either party may seek all remedies available at law or in equity, including termination upon giving notice of termination for default of this Agreement pursuant to paragraph 15. The parties agree, however, prior to the commencement of any suit or termination for default, they shall first engage in dispute resolution as provided in this paragraph.

Step 1. Notice of Dispute
Prior to commencement of litigation of a dispute, either party must first provide the other with a written notice describing the dispute and submitting the dispute to resolution under this paragraph 20. Such notice shall commence the dispute resolution process.

Step 2. Negotiation
Each party shall designate a person or persons to negotiate the dispute on its behalf, shall make a good faith effort to exchange information and data related to the dispute, and shall meet to negotiate a dispute resolution. If the dispute is resolved at this step, the parties will memorialize the Agreement by a written determination of such resolution, signed by the designated representatives of the parties.

Step 3. Mediation
If the dispute has not been resolved within 45 days of the date of the notice of dispute, or such longer time as is mutually agreed by the parties, the parties shall submit the matter to mediation. The parties shall attempt in good faith to agree on a mediator. If they cannot agree, they shall request a list of three mediators from an entity or firm providing mediation services. The parties shall attempt in good faith to mutually agree on a mediator from the list provided, but if they cannot agree, each party shall select one name. The two selected shall select a third person and the dispute shall be heard by a panel of three mediators.

Any common costs of mediation, including the cost of mediation, shall be borne equally by the parties. Each party shall bear its own individual costs therefore. Mediation shall not continue more than 105 days past the initial notice of dispute unless mutually agreed by the parties. If the dispute is resolved at this step, a written determination of such resolution shall be signed by the designated representatives of the parties.

21. **Purchaser Insurance**. GP will purchase and carry in full force and effect during the term of this Agreement, a liability insurance policy in the amount of $2,000,000 Comprehensive General Liability coverage protecting City and GP from liability of any nature whatsoever arising from GP's performance of its obligations under this Agreement.

22. **Indemnification**. To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes not to exceed monetary limits of the Oregon Tort Claims Act, each party will indemnify, defend, save and hold harmless the other and the others officers and employees from any and all claims, suits, and liabilities arising out of the negligent acts or omissions of indemnifying party's performance under this Agreement or related to this Agreement. This indemnity obligations shall not include any obligation of one party to indemnify the other for actions or omissions of the other or the others officers, employees, or agents. In the event of joint acts, each party shall be responsible for its own acts or those of its own officers, employees or agents. If any aspect of this indemnification shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

23. **Hold Harmless.** As City needs to continue its municipal use, GP is essentially purchasing excess water not used in the water system by customers, so GP agrees to hold harmless the City for exercising its right, at its sole discretion, without limitation, to stop providing water, temporarily or permanently, to GP, for any reason, or without specifying a reason, pursuant to the termination provisions in paragraph 15, the unforeseen circumstance/environmental concerns provisions in paragraph 12, or the emergency/reduction/water shortage provisions in paragraph 13, of this Agreement. GP agrees that no liability for damages will attach to City on account of any failure of supply or changes in pressure, flow rate, or water quality due to circumstances beyond the reasonable control of City, acting in accordance with the standards of care common and usual in the delivery of untreated water. Examples, of such circumstances include, but are not limited to, natural events such as earthquakes, landslides and floods and human caused events such as terrorism, malevolent acts, contamination of the water supply, and acts of war.

24. **Assignment.** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent of the other party.

25. **Notices.** All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses:

City of Toledo	GP
Attn: Doug Wiggins, City Manager	Attn: Andrea Formo, Public Affairs Manager
P.O. Box 220	1400 SE Butler Bridge Road
Toledo, OR 97391	Toledo, OR 97391

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, or (b) at the expiration of the third day after the date of deposit in the United States mail.

26. Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Agreement.

27. Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words *include* or *including* are used in this Agreement, they will be deemed to be followed by the words *without limitation*.

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

29. **Further Assurances.** Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

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

31. **Waiver.** Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any

provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

32. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

33. **Attorney Fees.** If any suit or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such suit or action as determined by the trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

34. **Injunctive and Other Equitable Relief.** The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other parties will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

35. **Venue.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought against any of the parties in Lincoln County Circuit Court of the State of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

36. **Exhibits.** The exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

37. **Severability.** If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

38. **Entire Agreement.** This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire Agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and Agreements, whether written or oral, among the parties with respect to such subject matter.

39. **Survival of Covenants.** Any provision of this Agreement which, by its terms has or may have application after the expiration or earlier termination of this Agreement, including all covenants, Agreements, and warranties, will be deemed to the extent of such application to survive the expiration or termination of this Agreement.

40. **Force Majeure**. No party will be considered in default in the performance of its obligations under this Agreement to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or in the future, which is beyond the reasonable control of the affected party, including, but not limited to, Acts of God, earthquake, drought, labor disputes, civil commotions, war and the like. In the event a party claims that performance of its obligations was prevented or delayed by any such cause, that party will promptly notify the other party of that fact and of the circumstance preventing or delaying performance. Such party so claiming a cause of delayed performance will endeavor to the extent reasonable to remove the obstacles which

preclude performance. This Force Majeure provision will also apply to each party in performing its duties and obligations under this Agreement.

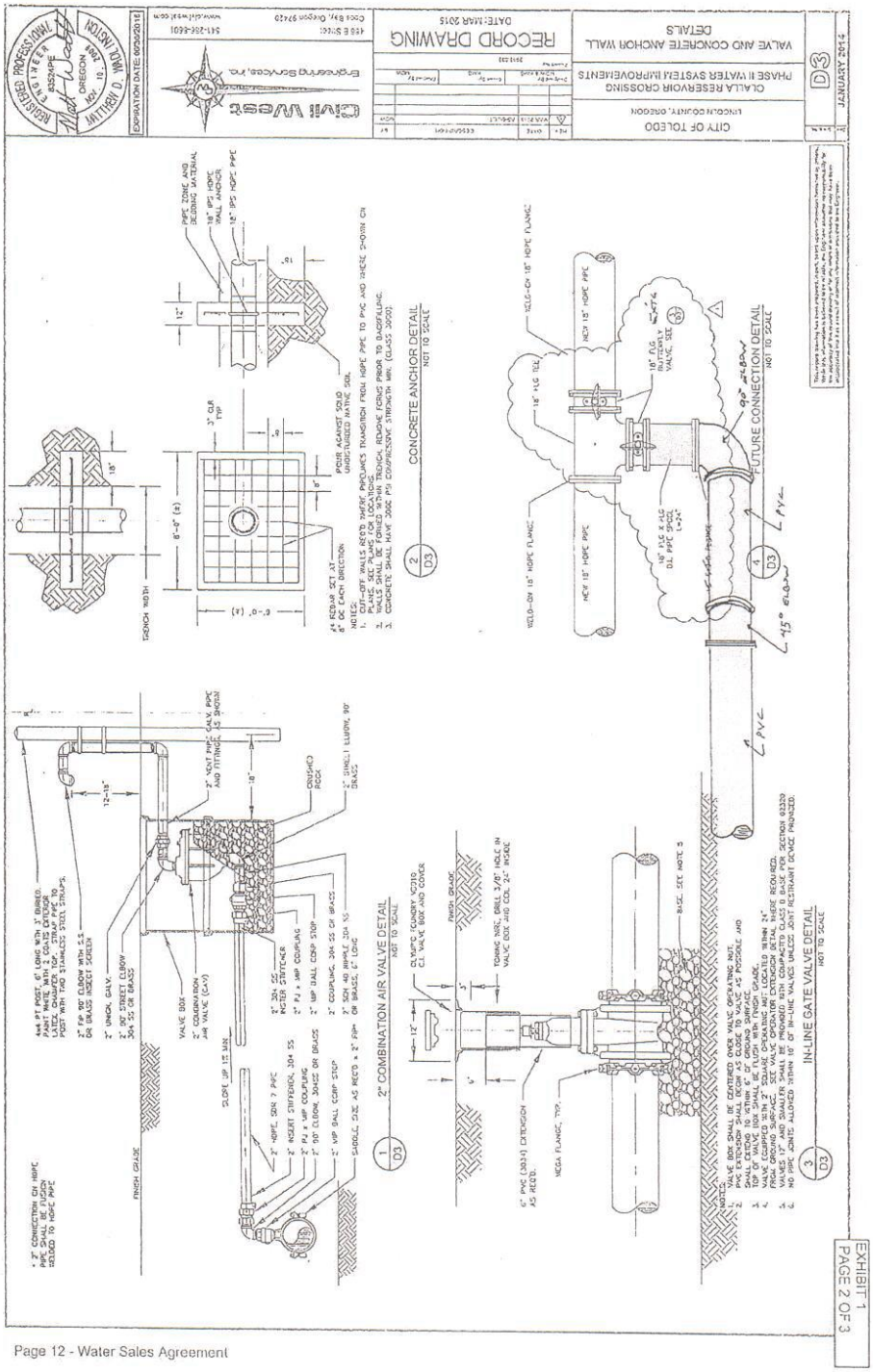
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signatures appear below. Each party, by the signature below of the authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees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

"City": CITY OF TOLEDO	"GP": GEORGIA-PACIFIC TOLEDO, LLC
By _____	By _____
Name: Doug Wiggins	Name _____
Title: City Manager	Title_____
_____ Date	_____ Date
Attest:	Attest:
_____ Lisa Figueroa, City Recorder	_____

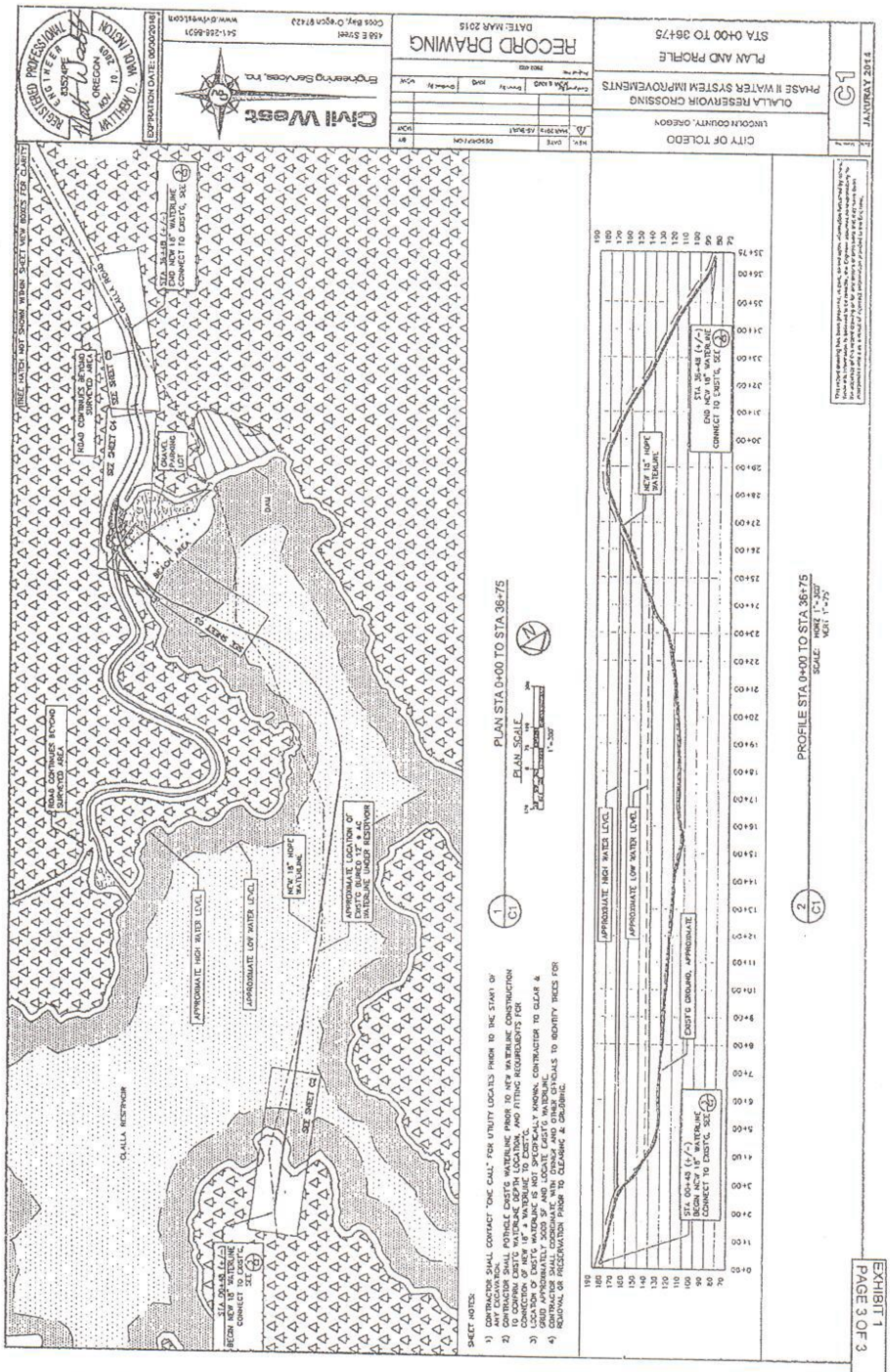
Approved as to form and content:

_____ City Legal Counsel	_____ Date
_____ GP Legal Counsel	_____ Date

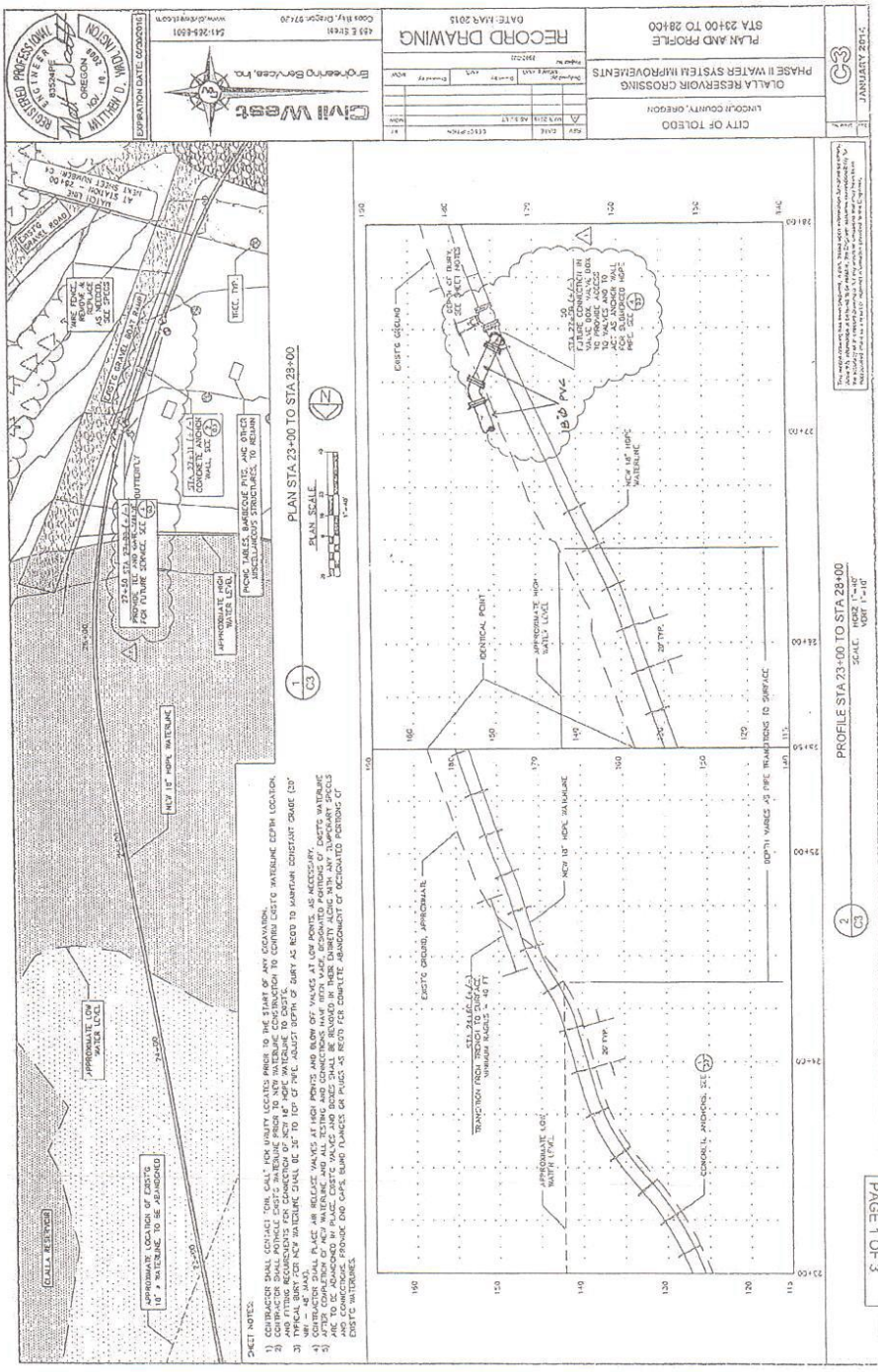
Exhibit 1 to Water Sales Agreement – 3 attached Maps below



Page 12 - Water Sales Agreement



Page 13 - Water Sales Agreement


CITY OF TOLEDO
LINCOLN COUNTY, OREGON
OLALLA RESERVOIR CROSSING
PHASE II WATER SYSTEM IMPROVEMENTS
PLAN AND PROFILE
STA 23+00 TO 28+00
RECORD DRAWING
DATE: MAY 2015
CIVIL WEST
Engineering Services, Inc.
541-265-6001
JANUARY 2015
PLAN STA 23+00 TO STA 23+00
PROFILE STA 23+00 TO STA 28+00
EXISTING GRADE ROAD
EXISTING GRAVEL ROAD
EXISTING GRAVEL ROAD (NOT PAVED)
NEW 16" HDPE WATERLINE
APPROXIMATE HIGH WATER LEVEL
APPROXIMATE LOW WATER LEVEL
EXISTING GROUND
IDENTICAL POINT
CONCRETE ANCHORS
PICNIC TABLES, BARBECUE PITS, AND OTHER IMPROVEMENTS CONFLICTING TO BE REMOVED
PROVIDE TEE AND VALVE FOR FUTURE SERVICE
CONSTRUCT CONCRETE RETAINING WALL
CONSTRUCT CONCRETE RETAINING WALL
SHEET NOTES:
1) CONTRACTOR SHALL CONTACT "ON CALL" FOR UTILITY LOCATES PRIOR TO THE START OF ANY EXCAVATION.
2) CONTRACTOR SHALL POTHOLE EXISTING WATERLINE PRIOR TO NEW WATERLINE CONSTRUCTION TO CONFIRM EXISTING WATERLINE DEPTH, LOCATION, AND FITTING REQUIREMENTS FOR CONNECTION OF NEW 16" HDPE WATERLINE TO EXISTING WATERLINE.
3) TYPICAL BURY DEPTH FOR NEW WATERLINE SHALL BE 36" TO TOP OF PIPE UNLESS OTHERWISE NOTED ON PLANS OR PROFILE. MIN. BURY AS REQUIRED BY OREGON CONSTRUCTION STANDARDS. MAX. BURY DEPTH OF 72".
4) CONTRACTOR SHALL PLACE AIR RELEASE VALVES AT HIGH POINTS AND BLOW OFF VALVES AT LOW POINTS, AS NECESSARY.
5) AFTER CONSTRUCTION IS COMPLETE, ALL TEMPORARY BLOW OFF VALVES, DESIGNATED PORTIONS OF EXISTING WATERLINE AND APPURTENANCES SHALL BE ABANDONED IN PLACE. EXISTING VALVES AND BOXES SHALL BE REMOVED IN THEIR ENTIRETY ALONG WITH ANY TEMPORARY SPOOLS AND CONNECTIONS. PROVIDE END CAPS, BLIND FLANGES OR PLUGS AS REQD PER CONFLICTING PORTIONS OF EXISTING WATERLINE TO BE ABANDONED IN PLACE.
EXHIBIT 1
PAGE 3 OF 3

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

Council Goal:	Meeting Date:	Agenda Topic:
Not Applicable	**August 21, 2024**	Resolution No. 1561, A resolution recognizing grant revenue and appropriating funds for the 2024-2025 fiscal year
	Agenda Type:	
	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
FD/Asst. CM A. Carey	City Manager D.Wiggins	City Manager D. Wiggins

Recommendation:
Motion to adopt Resolution No. 1561, a resolution of the Toledo City Council to recognize grant revenue and make appropriations for spending in fiscal year 2024-2025.

Background:
The current industrial refrigeration and freezer units for evidence at the Toledo Police Department are nearing capacity. With today's storage requirements, some biological evidence is stored for 65 years or more depending on the nature of the crime.

The City of Toledo Police Department received grant funds in the amount of $8,643.16 from the Siletz Tribal Charitable Contribution Fund to purchase an industrial freezer and refrigerator for the Evidence Division. Preserving this evidence helps ensure the victims and survivors of cases involving assault, driving under the influence, murder and sexual assault have the opportunity to receive justice.

Fiscal Impact:	Fiscal Year:	GL Number:
$8,643.16	**2024-2025**	**001-000-405250** **001-400-600110**

Attachment:
1. Resolution No. 1561

CITY OF TOLEDO
RESOLUTION NO. 1561

A RESOLUTION OF THE TOLEDO CITY COUNCIL RECOGNIZING GRANT REVENUE AND MAKING APPROPRIATIONS FOR SPENDING IN FISCAL YEAR 2024-2025

WHEREAS, Local Budget Law in ORS 294.338(2) allows for specific purpose grants to be appropriated by resolution, and

WHEREAS, The Toledo Police Department received grant money from the Siletz Tribal Charitable Contribution Fund in the amount of $8,643.16.

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

Section 1.			Was	Increased by
	General Fund Grants	001-000-405250	$39,692.00	$8,643.16
	Grant Expenditures	001-400-600110	$0.00	$8,643.16

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

That this resolution is hereby adopted by the Toledo City Council on this 21st day of August, 2024.

APPROVED

_____
Mayor Rod Cross

ATTEST

_____
City Recorder Lisa Figueroa

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

Council Goal:	Meeting Date:	Agenda Topic:
Not Applicable	August 21, 2024	Resolution No. 1562, A resolution recognizing unexpended grant revenue and appropriating funds for the 2024-2025 fiscal year
	Agenda Type:	
	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
FD/Asst. CM A. Carey	City Manager D.Wiggins	City Manager D. Wiggins

Recommendation:
Motion to adopt Resolution No. 1562, a resolution of the Toledo City Council to recognize unexpended grant revenue and make appropriations for spending in fiscal year 2024-2025.

Background:
The City of Toledo Library Department successfully secured various grants in fiscal year 2023-2024, which were used to fund library programs and aid in purchasing materials. Some of the grant revenue the Library received has not yet been expended and must be re-appropriated for the 2024-2025 fiscal year budget. Local budget law allows for specific purpose grants to be appropriated by resolution.

The remaining grant funds to be re-appropriated into the current 2024-2025 fiscal year budget include:

Alan Beardsley	$1,543.83	Children's Programs
Dorothy Louise Kyler	$2,638.45	Materials
Oregon Community Foundation	$ 114.00	Umbrella Parade
Roundhouse Foundation	$1,060.00	Umbrella Parade
Community Webs Grant	$2,411.77	Digital Collection Support
Total:	$7,768.05	

Fiscal Impact:	Fiscal Year:	GL Number:
$7,768.05	**2024-2025**	**001-000-405250** **001-700-600110**

Attachment:
1. Resolution No. 1562

CITY OF TOLEDO
RESOLUTION NO. 1562

A RESOLUTION OF THE TOLEDO CITY COUNCIL RECOGNIZING GRANT REVENUE AND MAKING APPROPRIATIONS FOR SPENDING IN FISCAL YEAR 2024-2025

WHEREAS, Local Budget Law in ORS 294.338(2) allows for specific purpose grants to be appropriated by resolution, and

WHEREAS, The City of Toledo Library received grant money that was appropriated in the previous fiscal year's budget, and

WHEREAS, All expenditures must be authorized by the governing body, any unexpended grant funds must be re-appropriated in the current 2024-2025 fiscal year budget.

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

Section 1.			Was	Increased by
	General Fund Grants	001-000-405250	$39,692.00	$7,768.05
	Grant Expenditures	001-700-600110	$4,692.00	$7,768.05

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

That this resolution is hereby adopted by the Toledo City Council on this 21st day of August, 2024.

APPROVED

_____
Mayor Rod Cross

ATTEST

_____
City Recorder Lisa Figueroa

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

Council Goal:	Meeting Date:	Agenda Topic:
Not Applicable	**August 21, 2024**	Resolution No. 1563, A resolution recognizing grant revenue and appropriating funds for the 2024-2025 fiscal year
	Agenda Type:	
	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
FD/Asst. CM A. Carey	City Manager D.Wiggins	City Manager D. Wiggins

Recommendation:
Motion to adopt Resolution No. 1563, a resolution of the Toledo City Council to recognize grant revenue and make appropriations for spending in fiscal year 2024-2025.

Background:
The City of Toledo Library and Fire Departments have been successful in securing $20,828.31 in grants and donations recently. The Library received a personal donation in memoriam of JD Wade for $1,050; and a grant in the amount or $2,778.31 from the Vincent and Virginia Moore Fund to support Library operations.

The Fire Department received grants from Lincoln County Emergency Management for $2,500 to purchase solar generators, a grant from the Georgia Pacific Foundation for $10,000 and a grant from the Oregon Department of Forestry for $4,500 to purchase fire hoses. Local Budget Law allows for specific purpose grants to be appropriated by resolution.

Fiscal Impact:	Fiscal Year:	GL Number:
$20,828.31 **$17,000.00** **$3,828.31**	**2024-2025**	**001-000-405250** **001-500-600110** **001-700-600110**

Attachment:
1. Resolution No. 1563

CITY OF TOLEDO
RESOLUTION NO. 1563

A RESOLUTION OF THE TOLEDO CITY COUNCIL RECOGNIZING GRANT REVENUE AND MAKING APPROPRIATIONS FOR SPENDING IN FISCAL YEAR 2024-2025

WHEREAS, Local Budget Law in ORS 294.338(2) allows for specific purpose grants to be appropriated by resolution, and

WHEREAS, The Toledo Library Department received grant money from the Vincent and Virginia Moore Fund for $2,778.31 and a donation in memoriam of JD Wade for $1,050, and

WHEREAS, The Toledo Fire Department received grant money from Lincoln County Emergency Management for $2,500, a grant in the amount of $4,500 from the Oregon Department of Forestry, and a grant in the amount of $10,000 from the Georgia Pacific Foundation.

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

Section 1.

		Was	Increased by
General Fund Grants	001-000-405250	$39,692.00	$20,828.31
Grant Expenditures	001-500-600110	$35,000.00	$17,000.00
Grant Expenditures	001-700-600110	$4,692.00	$3,828.31

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

That this resolution is hereby adopted by the Toledo City Council on this 21st day of August, 2024.

APPROVED

_____
Mayor Rod Cross

ATTEST

_____
City Recorder Lisa Figueroa

Toledo City Council Dashboard – XX 2024

Police

Traffic

Citations	
Careless Driving	1
Driving Uninsured	3
Driving W/O Privileges	1
DWS-Violation	7
Fail Carry Proof Insurance	4
Failure to Drive w/in Lane	1
Failure to Obey Traffic Control Device	1
Failure to Renew Vehicle Registration	1
Following Too Close	1
Improper Display of Sticker	3
Refuse Breath Test	1
Unlawful/Unsignaled Turn	1
Violation of Posted Speed	13
Total	**38**

	Citations	Warnings	Total	Average Warning	DUII
Total	**38**	**104**	**187**	**56%**	**3**

Overtime

Dispatch	134
Patrol	163.5
Total	297.5

Crimes

Person

Assault	3
Violation Restrain/No Contact Order	3
Total	6

Property

Criminal Mischief	1
Fraud	1
Hit and Run - Property	3
Theft	5
Trespass	1

Total	11

Society

DUII	3
Reckless Driving	1
Warrant	1
Total	5

Total Crimes	22
Total Cleared Crimes	7
Cleared by Arrest	32%

Library

Total Circulation of Library Materials: (waiting for District report)
Hotspots: 11
Laptops: 2
Tablets: 0
In-Person Visits (derived): 1,180
Community Room Use: 21
AV Room users: 4
Volunteer hours: 55.25
Children's Program Attendance: 354
Podcast Downloads: 88
Public Computer Sessions: 141
Reference questions: 126

Facebook
Post Reach: 3,989
Post Engagement: 1,236
New Page Likes: 6
New followers: 13

Fire

No report.

Municipal Court

No report.

Administration

No report.

Public Works

New Construction Applications:
Reconstruct a shear wall at 1746 NE Arcadia Drive
Room addition at 1356 NW Deer Drive
New siding for commercial structure at 1811 NE Arcadia Drive
Demolish existing home and place new manufactured home at 122 NE 10th Street
Garage addition at 1235 NE Arcadia Drive
Demolish guard shack at 1400 SE Butler Bridge Road
Work in the Right-of-Way permit for sewer lateral repairs at 534 SE 4th Street
Work in the Right-of-Way permit for gas service at 380 NW 1st Street

Land Use Applications:
No land use applications were submitted in July, 2024

Annual Department Statistics				
Type of Permit	July	2024	2023	2022
Building Permit	5	20	31	21
Other Permits*	4	27	38	38
Land Use Application	0	6	19	23
Truck Permit	0	15	14	14
Value of Construction Improvements	$354,000	$2,025,749	$2,180,889	$2,267,667

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

Water usage for the Month of July

24-Jul	
Gallons produced by WTP	18,343,664
Billable	16,406,171
Fire Department usage	130,000
Public Works usage	191,953
Total gallons accounted for	16,728,124
Difference	1,615,540
Percent of Loss	8.80%
WWTP Gallons Treated	11,197,000