



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

TOLEDO CITY COUNCIL
Regular Meeting – also via Zoom Meeting Platform
May 21, 2025

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. Presentations

Presentation – Yaquina Pacific Railroad Historical Society and Toledo History Center

Presentation – Transportation Options Presentation; Oregon Cascades West Council of Governments

Presentation – Toledo Chamber of Commerce

3. Visitors/Public Comment

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

4. Consent Agenda

- Minutes from the work session and executive session held March 26, 2025, the meeting held April 2, 2025, the executive session held May 7, 2025 and the special work session held May 14, 2025
- Resolution No. 1575, A Resolution approving transfer of funds between budget lines for Fiscal 2024-2025
- Resolution No. 1576, A Resolution approving transfer of funds between budget lines for Fiscal 2024-2025
- Authorize the City Manager to hire an interim City Recorder
- Authorize the City Manager Pro-Tem to hire Braedon Johnson for the position of Wastewater Treatment Plant Jr. Operator

5. Discussion/Decision Items

- Discussion/Review of proposed Dahl Disposal Services rates
- Creation of Human Resources Program
- Discussion regarding parking restrictions along Main Street
- Authorize Mayor Cross to sign and execute a Safe Drinking Water and Forest Stewardship grant
- Amendment No. 1 to Employment Agreement between City of Toledo and David Clyne

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.

6. Reports and Comments

- Issue Tracker
- 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

March 26, 2025

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 Pro-Tem (CM) David Clyne, City Recorder (CR) Lisa Figueroa, City Attorney (CA) Mike Adams, Police Chief (PC) Michael Pace

2. PRESENTATIONS

Lincoln County School District Bond Presentation – Superintendent Majalise Tolan

Ms. Tolan, Board President Peter Vince provided a presentation about the Lincoln County School District proposed 2025 Bond on the May ballot. She said the bond would replace the expiring 2011 Bond and the levy rate is not expected to increase. She said if passed, the District will receive a matching \$6 million grant from the state and will be used locally the Lincoln County Schools. She reviewed the proposed projects if the bond were passed and presented the bond timeline. Mr. Vince compared the District's proposed bond to other school bonds across the state.

3. VISITORS/PUBLIC COMMENT

There were no comments.

4. CONSENT AGENDA

There were no items for consideration.

5. DISCUSSION/DECISION ITEMS

Reauthorize a payment of \$5,000 to the Oregonians for Floodplain Protection

Motion – It was moved and seconded (Silvia/Mix) to reauthorize a payment of \$5,000 to the Oregonians for Floodplain Protection and the motion carried as follows:

Council member	In Favor	Opposed	Abstained
Mayor Cross	X		
Council President Bush	X		
Councilor Kauffman	X		
Councilor Mix	X		
Councilor Silvia	X		
Councilor Burns	X		
Councilor Keating	X		

Approve an Intergovernmental Agreement with the Siletz Fire Department

CM Clyne provided the council report and noted the agreement has some blank spaces to allow for effective dates to be filled in. CA Adams clarified Chief Lapof started providing services on January 28 and their training officer has provided services as well, however that position was not included in the agreement and requested Council retroactively date subsection C as January 28, 2025 and subsection A would be retroactive to February 24, 2025.

Motion – It was moved and seconded (Mix/Silvia) to authorize the City Manager Pro-Tem to enter into an Intergovernmental Agreement as amended, along the lines of the attached agreement, for the provision of fire personnel services in a form approved by the City Attorney; and delegate authority for the City Manager to change or modify terms, and to execute Intergovernmental Agreement noting the dates in subsection A as February 24, 2025, the dates on subsection C as January 28, 2025 and on Section 2 as January 28, 2025 and the motion carried as follows:

Council member	In Favor	Opposed	Abstained
Mayor Cross	X		
Council President Bush	X		
Councilor Kauffman	X		
Councilor Mix	X		
Councilor Silvia	X		
Councilor Burns	X		
Councilor Keating	X		

Discussion and possible decision to consider providing bonuses to former Toledo Public Safety Association employees employed as of January 15, 2025

There was a consensus of the Council to hold a discussion via executive session. Mayor Cross called the Executive Session and read the declaration of meeting in Executive Session under the provisions of pursuant to ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection, regarding an item on the agenda if necessary.

Mayor Cross and CP Bush where about to declare a conflict of interest, however CA Adams indicated the discussion would be about the former employees of the public safety departments, not the employed family members of both Councilors and therefore, there is no financial gain or conflict of interest.

The Council recessed the work session and convened into executive session at 6:40 p.m.

The Council reconvened the work session at 6:56 p.m.

Motion – It was moved and seconded (Cross/Mix) to authorize the City Manager to provide bonuses to the three former TPSA employees that were employed on January 15, 2025.

CA Adams asked the Council reference the excel spreadsheet provided by Accounting Supervisor Cindy Oleman.

Mayor Cross amended his motion to authorize the City Manager to provide bonuses to the three former TPSA employees that were employed on January 15, 2025 referencing the spreadsheet provided by Cindy Oleman. Councilor Mix seconded the amended motion and it carried as follows:

1

Council member	In Favor	Opposed	Abstained
Mayor Cross	X		
Council President Bush	X		
Councilor Kauffman	X		
Councilor Mix	X		
Councilor Silvia	X		
Councilor Burns	X		
Councilor Keating	X		

2

3 **6. REPORTS AND COMMENTS**

4 CP Bush referenced the light trespass rule the City of Newport recently passed and requested the
5 Council consider something similar and there was a consensus of the Council to discuss the idea.

6

7 Councilor Mix commented on the importance of etiquette at meetings.

8

9 Mayor Cross said he would like to see a presentation from the Chamber of Commerce to see what
10 kind of activities they have and how they are promoting businesses and tourism in the community.

11

12 **7. ADJOURNMENT**

13 The work session adjourned at 7:15 p.m.

14

15 Approve:

Attest:

16

17

18

19 _____
Mayor Rod Cross

City Recorder Lisa Figueroa

TOLEDO CITY COUNCIL
Executive Session
March 26, 2025

1. Executive Session

Mayor Rod Cross called the Executive Session to order at 6:40 p.m. He read the declaration of meeting in Executive Session under the provisions of ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection, regarding an item on the agenda if necessary.

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

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
X		Councilor Andrew Keating
X		City Manager Pro-Tem David Clyne
X		City Recorder Lisa Figueroa
X		City Attorney Mike Adams

No decisions were made in Executive Session.

The Executive Session adjourned at 6:55 p.m.

No decisions were made in Executive Session.

2. Adjournment

The Executive Session adjourned at 6:55 p.m.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Lisa Figueroa

TOLEDO CITY COUNCIL
Regular Meeting
April 2, 2025

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 Frank Silvia
X		Councilor Jackie Burns
X		Councilor Andrew Keating

Staff present: City Manager Pro-Tem (CM) David Clyne, City Recorder (CR) Lisa Figueroa, City Attorney (CA) Mike Adams, Police Chief (PC) Michael Pace, Fire Chief (FC) Larry Robeson, Library Director (LD) Harrison Baker, Interim Finance Director (FD) Judy Richter

2. PROCLAMATIONS/PRESENTATIONS

3. VISITORS/PUBLIC COMMENT

There were no comments.

4. CONSENT AGENDA

Minutes from the Budget Committee meeting held on May 7, 2024, the minutes from the executive session from on March 5, 2025 and the regular meetings held on March 5, 2025 and March 19, 2025

Motion it was moved and seconded (Silvia/Bush) to approve the consent agenda as presented and the motion carried as follows:

Council member	In Favor	Opposed	Abstained
Mayor Cross	X		
Council President Bush	X		
Councilor Kauffman	X		
Councilor Mix (absent)			
Councilor Silvia	X		
Councilor Burns	X		
Councilor Keating	X		

1 **5. DISCUSSION/DECISION ITEMS**

2 **Consideration to appoint an incumbent to the Budget Committee**

3 The Council decided not to interview Ms. Learned-Ellis since she is an incumbent and is willing
4 to serve again.

5
6 **Motion** – It was moved (Silvia/Bush) to appoint Anne Learned-Ellis to the Budget Committee to
7 a full term that will expire in December of 2027 and the motion carried as follows:
8

Council member	In Favor	Opposed	Abstained
Mayor Cross	X		
Council President Bush	X		
Councilor Kauffman	X		
Councilor Mix (absent)			
Councilor Silvia	X		
Councilor Burns	X		
Councilor Keating	X		

9
10 **Ordinance No. 1427, an ordinance amending Toledo Municipal Code; Title six, Section**
11 **6.08.080, a portion of an animal ordinance, Chapter 6.08, and declaring an emergency**

12 CA Adams presented the report and indicated the ordinance deletes subsection 6.08.080(e), which
13 removes 200 feet setback requirement.

14
15 **Motion** – It was moved and seconded (Bush/Silvia) adopt Ordinance No. 1427, An ordinance of
16 the Toledo City Council Amending Toledo Municipal Code; Title Six; Section 6.08.080, a portion
17 of the animal ordinance, Chapter 6.08, and Declaring an Emergency and the motion carried as
18 follows:
19

Council member	In Favor	Opposed	Abstained
Mayor Cross	X		
Council President Bush	X		
Councilor Kauffman	X		
Councilor Mix (absent)			
Councilor Silvia	X		
Councilor Burns	X		
Councilor Keating	X		

20
21 **Motion** – It was moved and seconded (Silvia/Kauffman) adopt Ordinance No. 1427, An ordinance
22 of the Toledo City Council Amending Toledo Municipal Code; Title Six; Section 6.08.080, a
23 portion of the animal ordinance, Chapter 6.08, and Declaring an Emergency and the motion carried
24 as follows:
25

Council member	In Favor	Opposed	Abstained
Mayor Cross	X		
Council President Bush	X		
Councilor Kauffman	X		
Councilor Mix (absent)			

Councilor Silvia	X		
Councilor Burns	X		
Councilor Keating	X		

Consideration of approach to recruiting City Manager and providing direction

CM Clyne provided the council report. He indicated an informal proposal process was appropriate for this scenario and noted he received three proposals from the following organizations; Jensen Strategies and GMP Consultants, as well as Lane County Council of Governments (LCOG). He indicated he is in the process of reviewing the proposals and wanted clarification on how the Council would like to select a vendor. The Council discussed several options. CM Clyne asked if the Council is willing to revisit this on April 5 for a few minutes before the start of the Council retreat and the Council agreed.

6. REPORTS AND COMMENTS

Chief Pace answered a few questions of Council regarding the dispatch transition.

FD Richter reported she is reviewing a final draft of the audit, which should be filed very soon.

CM Clyne reported to the Council the status of the budget and the upcoming negotiations with the Toledo Public Safety Association and he noted City Hall will be closed on Fridays to complete the construction in the front office. He said he has a facilitator for the Council retreat, which is Amber Mathieson

Councilor Keating requested the Council revisit the discussion about holding an investigation/assessment that could be provided to the public. He provided information he learned about employment data in Toledo related to the rest of Lincoln County.

CP Bush commented on the Tsunami signs the City received. She asked if the Council would authorize her to reconvene with staff to revisit the emergency preparedness preparation and CM Clyne indicated he would work with staff on that issue.

7. ADJOURNMENT

The meeting adjourned at 6:50 p.m.

Approve:

Attest:

Mayor Rod Cross

City Recorder Lisa Figueroa

TOLEDO CITY COUNCIL
Executive Session
May 7, 2025

1. Executive Session

Mayor Rod Cross called the Executive Session to order at 5:24 p.m. electronically via Zoom in Toledo, Oregon. He read the declaration of meeting in Executive Session under the provisions of ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

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

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Frank Silvia
X		Councilor Jackie Burns
X		Councilor Andrew Keating
X		City Manager Pro-Tem David Clyne
		Assistant City Manager/Finance Director
X		City Recorder Lisa Figueroa
		City Attorney
		Fire Chief
		Police Chief
		Library Director
		Public Works Director

Others Present:

Pierre Robert, Principal Labor Attorney

Mayor Rod Cross and Council President both declared a conflict of interest and noted they both have family members who are members of the union. They recused themselves from the discussion and left the room at 5:25 p.m.

Mr. Robert left the meeting at 5:50 p.m.

No decisions were made in Executive Session.

2. Adjournment

The Executive Session adjourned at 5:50 p.m.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Lisa Figueroa

DRAFT

TOLEDO CITY COUNCIL
Special Work Session
May 14, 2025

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 4:03 p.m.

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

Staff present: City Manager Pro-Tem (CM) David Clyne, City Recorder (CR) Lisa Figueroa

2. DISCUSSION/DECISION ITEMS

Consideration of draft position profile and hiring procedures for the City's 2025 City Manager Recruitment

CM Clyne introduced Erik Jensen of Jensen Strategies. Mr. Jensen presented the draft City Manager profile to the Council. He reviewed the process on how they developed the profile and highlighted the desired skills and attributes for the next City Manager his staff heard during the interviews. Following that discussion, he reviewed the hiring procedures and timeline for the recruitment. There was discussion to rearrange the order of a couple of the attributes, but there was no significant change to the content.

Motion – It was moved and seconded (Keating/Mix) to approve the draft profile with the reorder of the attributes and noted and the motion carried as follows:

Council member	In Favor	Opposed	Abstained	Absent
Mayor Cross	X			
Council President Bush	X			
Councilor Kauffman	X			
Councilor Mix	X			
Councilor Silvia				X
Councilor Burns	X			
Councilor Keating	X			

The Council reviewed the salary ranges and following deliberation, there was a consensus of the Council to offer a salary range of \$130,000 to \$165,000 for the City Manager position.

1 **3. ADJOURNMENT**

2 The meeting adjourned at 5:05 p.m.

3
4 ATTEST:

APPROVE:

5
6
7 _____
8 City Recorder Lisa Figueroa

Mayor Rod Cross



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
Not Applicable	May 20, 2025	Resolution No. 1575, A Resolution approving transfer of funds between budget lines for Fiscal 2024-2025
	Agenda Type:	
	Consent Agenda	
Prepared by:	Reviewed by:	Approved by:
Interim Finance Director J. Richter	City Recorder L.Figueroa	City Recorder L.Figueroa

Recommendation:

Motion to approve Resolution No. 1575, A resolution of the Toledo City Council to approve the transfer of funds between budget lines for Fiscal Year 2024-2025.

Background:

As stated in the Resolution, when the 2024-2025 budget was prepared for the Police Department, a fully staffed dispatch center was anticipated. Moving dispatch to the Willamette Valley Communications Center required buy in and startup costs that needed to be paid through Contracts and Services. This resolution transfers budget from Personnel Costs to Material and Services.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2024-2025	See attached resolution

Attachment:

1. Resolution No 1575

**CITY OF TOLEDO
RESOLUTION NO. 1575**

**A RESOLUTION OF THE TOLEDO CITY COUNCIL APPROVING TRANSFER OF FUNDS
BETWEEN BUDGET LINES FOR THE FISCAL YEAR 2024-2025**

WHEREAS, the decision to close the Toledo Dispatch Center was not anticipated when the budget was prepared; and

WHEREAS, there was budget appropriation for Salaries and Health Insurance in an amount more than needed; and

WHEREAS, start up and buy in costs for WVCC need to be paid from Contracts & Other Services; and

WHEREAS, Local Budget Law, ORS 294.463, authorizes the transfer of funds in these situations.

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

Section 1. The following transfers be made:

<u>Fund</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
General Fund – Police	001-400-500000		\$50,000
General Fund - Police	001-400-504800		\$50,000
General Fund - Police		001-400-608100	\$100,000

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

That this resolution is hereby adopted by the Toledo City Council on this 21st day of May, 2025.

APPROVED

ATTEST

Mayor, Rod Cross

City Recorder Lisa Figueroa



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
Not Applicable	May 20, 2025	Resolution No. 1576, A Resolution approving transfer of funds between budget lines for Fiscal 2024-2025
	Agenda Type:	
	Consent Agenda	
Prepared by:	Reviewed by:	Approved by:
Interim Finance Director J. Richter	City Recorder L.Figueroa	City Recorder L.Figueroa

Recommendation:

Motion to approve Resolution No. 1576, A resolution of the Toledo City Council to approve the transfer of funds between budget lines for Fiscal Year 2024-2025.

Background:

As stated in the Resolution, unanticipated legal fees have been incurred. When the budget was prepared, a fully staffed fire department was anticipated. Staffing has changed and there is extra funds in Fire Department Personnel Costs. The Special payment budgeted for the Greater Toledo Pool will not be paid. This resolution transfers budget from Personnel Costs of the Fire Department and Special Payments to General Services.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2024-2025	See attached resolution

Attachment:

1. Resolution No 1576

**CITY OF TOLEDO
RESOLUTION NO. 1576**

**A RESOLUTION OF THE TOLEDO CITY COUNCIL APPROVING TRANSFER OF FUNDS
BETWEEN BUDGET LINES FOR THE FISCAL YEAR 2024-2025**

WHEREAS, unexpected legal fees were incurred; and

WHEREAS, there was budget appropriation for Salaries and Health Insurance in the Fire Department in an amount more than needed; and

WHEREAS, Special payment will not be made to the Greater Toledo Pool District; and

WHEREAS, Local Budget Law, ORS 294.463, authorizes the transfer of funds in these situations.

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

Section 1. The following transfers be made:

<u>Fund</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
General Fund – Fire	001-500-500000		\$60,000
General Fund - Fire	001-500-504800		\$25,000
General Fund – Greater Toledo Pool	001-900-631980		\$25,000
General Fund – Legal Fees		001-900-608200	\$110,000

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

That this resolution is hereby adopted by the Toledo City Council on this 21st day of May, 2025.

APPROVED

ATTEST

Mayor, Rod Cross

City Recorder Lisa Figueroa



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
Not Applicable	May 21, 2025	Authorize the City Manager to hire an interim City Recorder
	Agenda Type:	
	Consent Agenda	
Prepared by:	Reviewed by:	Approved by:
City Recorder L. Figueroa	City Manager Pro-Tem D.Clyne	City Manager Pro-Tem D.Clyne

Recommendation:

Motion to authorize the City Manager to hire an individual as an Interim City Recorder.

Background:

City Recorder Lisa Figueroa resigned and her last day is June 2. CM Clyne has been seeking services in an interim capacity and has at least one candidate interested in assisting on a limited basis. Given the need to proceed rapidly, the Council is being asked to approve the hiring without an identifiable candidate at the time of the preparation of this RCA.

The request is to authorize the City Manager to hire an Interim City Recorder.

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

Attachment:

None



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
1.To enhance and sustain public infrastructure and facilities by implementing plans...	May 21, 2025	Authorize the City Manager Pro-Tem to hire Braedon Johnson for the position of Wastewater Treatment Plant Jr. Operator
	Agenda Type:	
	Consent Agenda	
Prepared by:	Reviewed by:	Approved by:
Public Works Director B.Lorimor	City Manager Pro-Tem D.Clyne	City Manager Pro-Tem D.Clyne

Recommendation:

Motion to approve and authorize City Manager Pro-Tem Clyne to hire Braedon Johnson for the position of Wastewater Treatment Plant Junior Operator in the Public Works Department.

Background:

The Lead Wastewater Treatment Plant Operator retired on April 1, 2025. Junior Operator, James Spang assumed the responsibilities of the Lead Operator and was later hired as Lead Operator on 4/16/2025. With the hiring of James as Lead Operator, the Junior Operator position then became open. A recruitment for the Junior Operator position was conducted in accordance with the City's policies. The interview panel unanimously decided Braedon Johnson was the person for this position.

The recommendation is to authorize City Manager Pro-Tem Clyne to hire Braedon Johnson for the position of Junior Operator for the Wastewater Treatment Plant.

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

Attachment:

None

March 31, 2025

City of Toledo
Attn: Lisa Figueroa, City Recorder
206 N Main Street
Toledo, OR 97391

2024-25 Rate Review Report

Dear Ms. Figueroa -

Enclosed please find our Annual Report of Operations as required by the Solid Waste Ordinance and our Franchise Agreement. This report includes the schedule from our company's Certified Public Accountant showing the revenue and expenses subject to rate regulation (Exhibit A). It is produced along with an entire company Reviewed Financial Statement, which is prepared by a third-party accounting firm to allow for verification of the data provided while maintaining the proprietary nature of the information included in the entire Statement. In addition, we have included an annual report of results of operations for the year ended 12/31/2024 (Exhibit B), as well as a schedule of all additional allowable expenses that we anticipate for the current year. This report also includes a calculation of the Operating Ratio for last year and the current year (also found in Exhibit B). The Operating Ratio is the result of a calculation of Allowable Expenses divided by Franchise Revenue, excluding any unallowable expenses.

While our costs continue to increase, we make every effort to operate as efficiently as possible. As our Operating Ratio is projected to be within the allowable range of 85% to 91%, and the CPI adjustment in our contract is set for every other year, we are not proposing to apply a rate adjustment to most rates. We have made some changes to our Drop Box and You-Call/We-Haul Rates to standardize these services across jurisdictions. We also added some existing rates to the rate sheet that have been in our system but due to an oversight had not been included previously. We have attached rate sheets showing the proposed rates for your review. Upon approval, these new rates would be effective July 1st, 2025.

We are pleased to report that we delivered 7,000 tons of material to the Juno project for additional processing in 2024, over 98% of which came from Lincoln County sources. Without this project, all this material would have been delivered to landfills. Juno staff have estimated the diversion from this project at 50%. We also recycled over 1,850 tons of mixed recyclables, 2,160 tons of scrap metal, 3,634 tons of mixed compostables/yard debris, and just over 100 tons of other materials, such as glass, electronics, batteries, tires and freon appliances.

We have been working hard in anticipation of the major changes to the recycling system we are expecting to come into effect on July 1 of 2025. As we are not in the high-priority class for the roll-out of these changes, it may be several months before our jurisdictions will be eligible to apply for program expansion funds. Some funds will be available later this year, including partial reimbursement of the cost of enhanced contamination reduction education efforts, as well as the costs of transporting commingled recyclables to the sorting facilities located in the Willamette Valley. Our financial reporting for calendar year 2025 will include a summary of these payments to show the resulting offsets to expenses. In addition, there may be avoided costs for design and/or printing of educational materials.

As always, if you have any questions or concerns, we are happy to meet in person to discuss this matter at your convenience. In addition, if any issues are to be discussed at a public meeting, please inform us so that we can plan to attend.

Respectfully,

A handwritten signature in cursive script, appearing to read "Dave Larmouth".

Dave Larmouth
Outreach Manager
Dahl Disposal Service

DAHL DISPOSAL SERVICE, INC.
Supplemental Schedule
Income Subject to Application of Operating Ratio and Net Income
December 31, 2024

Revenue:

Income - net of adjustments and credits	\$ 6,110,498
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Operational Expenses:

Disposal costs:

Municipal solid waste	988,125
Recycling	114,701
Green waste	203,864
Medical waste	8,198
RV Project	49,130
Labor & labor costs	1,272,621
Management fees	736,850
Franchise fees	219,609
Equipment lease	12,803
Rent facilities	281,768
Repairs & maintenance	318,701
Freight	2,026
Fuel	255,326
Depreciation	356,092
Insurance	111,894
Business taxes and PUC	58,296
Closure fees	39,618
Tools and supplies	27,072
Total Operating Expenses	5,056,694

Administrative Expenses:

Advertising & promotion	36,627
Bank service charges	97,114
Dues & subscriptions	27,131
License & fees	1,497
Interest	81,723
Office supplies	93,450
Postage and printing	62,045
Professional services	63,012
Utilities	34,360
Other	69,548
Total Administrative Expenses	566,507

Income Subject to Application of Operating Ratio	\$ 487,297
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(Continued)

DAHL DISPOSAL SERVICE, INC.
Supplemental Schedule
Income Subject to Application of Operating Ratio and Net Income, Continued
December 31, 2024

Large Quantity Generator Franchise Line of Business Revenue (Expenses):

Project Revenue	\$ 3,944,311
Franchise fee	(194,677)
Management fee	(147,824)
Disposal fee	(137,324)
Haul fee	<u>(3,168,630)</u>
Total Large Quantity Generator Franchise Line of Business Revenue (Expenses)	295,856

Other Income (Expense):

Tax refund	32,145
State tax	(150)
PTE tax	(74,356)
CAT tax	(49,984)
Investment income (loss)	<u>(1,209)</u>
Total Other Income (Expense)	<u>(93,554)</u>
NET INCOME	<u><u>\$ 689,599</u></u>



2025 - 2026 Residential/Commerical Rate Sheet

Rate Adjustment Percentage:

0.00%

NO INCREASE TO MOST RATES

	New Rate	Old Rate	Difference
	Toledo	Toledo	Toledo
Residential Rates			
35 gal once a week curb refuse, recycling and mixed compostables service	\$ 41.10	\$ 41.10	\$ -
35 gal every other week curb refuse, recycling and mixed compostables service	\$ 34.90	\$ 34.90	\$ -
35 gal once a month curb refuse, recycling and mixed compostables service	\$ 31.60	\$ 31.60	\$ -
35 gal on call curb refuse, recycling and mixed compostables service	\$ 31.60	\$ 31.60	\$ -
65 gal once a week curb refuse, recycling and mixed compostables service	\$ 68.85	\$ 68.85	\$ -
65 gal every other week curb refuse, recycling and mixed compostables service	\$ 48.10	\$ 48.10	\$ -
65 gal once a month curb refuse, recycling and mixed compostables service	\$ 34.15	\$ 34.15	\$ -
65 gal on call curb refuse, recycling and mixed compostables service	\$ 34.15	\$ 34.15	\$ -
95 gal once a week curb refuse, recycling and mixed compostables service	\$ 99.55	\$ 99.55	\$ -
95 gal every other week curb refuse, recycling and mixed compostables service	\$ 69.70	\$ 69.70	\$ -
95 gal once a month curb refuse, recycling and mixed compostables service	\$ 49.80	\$ 49.80	\$ -
95 gal on call curb refuse, recycling and mixed compostables service	\$ 49.80	\$ 49.80	\$ -
			\$ -
Additional recycling cart serviced every other week	\$ 16.10	\$ 16.10	\$ -
Additional fee for refuse service curb enclosure	\$ 10.35	\$ 10.35	\$ -
Additional fee for refuse service driveway (Walk in) per 100 ft	\$ 18.55	\$ 18.55	\$ -
Additional fee for refuse service driveway (Drive in) per 100 yards	\$ 12.40	\$ 12.40	\$ -
Additional fee for recycling/mixed compostables curb enclosure	\$ 10.35	\$ 10.35	\$ -
Additional fee for recycling/mixed compostables driveway (Walk in) per 100 feet	\$ 18.55	\$ 18.55	\$ -
Additional fee for recycling/mixed compostables driveway (Drive in) per 100 yards	\$ 12.40	\$ 12.40	\$ -
Lid up	\$ 4.50	\$ 4.50	\$ -
Extras at the curb (each 35 gallons)	\$ 8.90	\$ 8.90	\$ -
Extras at enclosures and driveway (each 35 gallons)	\$ 9.70	\$ 9.70	\$ -



2025 - 2026 Residential/Commerical Rate Sheet

Rate Adjustment Percentage:

0.00%

NO INCREASE TO MOST RATES

	New Rate	Old Rate	Difference
	Toledo	Toledo	Toledo
35 gal bear cart once a week curbside refuse	\$ 60.20	\$ 60.20	\$ -
35 gal bear cart once a month	\$ 50.60	\$ 50.60	\$ -
35 gal bear cart on call	\$ 50.60	\$ 50.60	\$ -
65 gal bear cart once a week curbside refuse	\$ 89.10	\$ 89.10	\$ -
65 gal bear cart every other week curbside refuse - NEW RATE	\$ 68.50	\$ 68.50	\$ -
65 gal bear cart once a month	\$ 54.50	\$ 54.50	\$ -
65 gal bear cart on call	\$ 54.50	\$ 54.50	\$ -
95 gal bear cart once a week curbside refuse	\$ 121.05	\$ 121.05	\$ -
On call/Min W/NO PU for the month	\$ 14.80	\$ 14.80	\$ -
Cart Cleaning Fee	\$ 25.00	\$ 25.00	\$ -
Cart change out	\$ 22.25	\$ 22.25	\$ -
Off route call back fee	\$ 30.95	\$ 30.95	\$ -
Reinstatement Fee	\$ 41.50	\$ 41.50	\$ -
Late Fee - 60 days past due (service suspended)	\$ 25.00	\$ 25.00	\$ -
Late Fee - 90 days past due (account cancelled, retrieve carts)	\$ 35.00	\$ 35.00	\$ -
Unrecovered Cart Fee	\$ 65.00	\$ 65.00	\$ -
Commercial Rates			
200 gal once a week refuse and recycling service	\$ 185.00	\$ 185.00	\$ -
200 gal once a month/temp cont. refuse and recycling service	\$ 93.60	\$ 93.60	\$ -
200 gal extra P/U refuse and recycling service	\$ 71.35	\$ 71.35	\$ 0.00
200 gal every other week refuse and recycling service	\$ 150.25	\$ 150.25	\$ -
300 gal once a week refuse and recycling service	\$ 251.60	\$ 251.60	\$ -
300 gal once a month/temp cont. refuse and recycling service	\$ 109.20	\$ 109.20	\$ -
300 gal extra P/U refuse and recycling service	\$ 72.20	\$ 72.20	\$ -
300 gal every other week refuse and recycling service	\$ 181.25	\$ 181.25	\$ -
Monthly rental charge for containers with on-call service	\$ 22.25	\$ 22.25	\$ -
Placement all Cont.	\$ 59.25	\$ 59.25	\$ -
Temp. container rent per day no weekly service (the first 4 days are included)	\$4.95/day	\$4.95/day	\$ -



2025 - 2026 Residential/Commerical Rate Sheet

Rate Adjustment Percentage:

0.00%

NO INCREASE TO MOST RATES

	New Rate	Old Rate	Difference
	Toledo	Toledo	Toledo
Drop Box Services			
Drop Box Delivery/Haul Fee	\$ 195.00	\$ 195.00	\$ -
Drop Box rent after 7 days, weekends included	\$ 11.55	\$ 11.55	\$ -
Drop Box Truck Time per hour	\$ 162.75	\$ 162.75	\$ -
Drop Box Disposal			
Solid Waste rate per ton	\$ 152.95	\$ 144.95	\$ 8.00
Solid Waste rate per pound	\$ 0.076	\$ 0.072	
Woody Debris drop box per ton	\$ 132.80	\$ 132.80	\$ -
Woody Debris drop box per pound	\$ 0.066	\$ 0.066	
Drop Box Minimum Charges - SOLID WASTE			
Minimum Charge - 10 yard box	\$ 500.90	NEW SIZE	
Minimum Charge - 20 yard box	\$ 653.85	\$ 666.10	\$ (12.25)
Minimum Charge - 30 yard box	\$ 653.85	\$ 666.10	\$ (12.25)
Minimum Charge - 40 yard box	\$ 653.85	\$ 666.10	\$ (12.25)
Drop Box Minimum Charges - WOOD DEBRIS			
Minimum Charge - 10 yard box	\$ 460.60	NEW SIZE	
Minimum Charge - 20 yard box	\$ 527.00	\$ 510.70	\$ 16.30
Minimum Charge - 30 yard box	\$ 527.00	\$ 510.70	\$ 16.30
Minimum Charge - 40 yard box	\$ 527.00	\$ 510.70	\$ 16.30
You Call, We Haul (eliminated the 1 employee rate for safety reasons)			
Minimum of two employees to enter a house	\$115.85/hour	\$115.85/hour	\$ -
Disposal Minimum (certain items incur additional charges)	\$ 30.00	\$ 30.00	\$ -
Disposal - rate per ton for disposal of solid waste	\$ 163.10	\$ 163.10	\$ -
Disposal - rate per pound for disposal of solid waste	\$ 0.082	\$ 0.082	\$ -

		DAHL DISPOSAL SERVICE TOTAL		TOLEDO		
		2024 ACTUAL	ALLOCATION FACTOR	2024 ACTUAL	CHANGE	2025-26 PROJECTED
				Rate Adj. %		0.00%
	Revenues					
1001	Collection Operations	\$ 6,048,052	Actual	\$ 1,303,144	\$ 23,373	\$ 1,326,517
	Revenue from Rate Adjustment	\$ -				\$ -
1002	misc (RV Project)	\$ 62,446	Actual	\$ -	\$ -	\$ -
	Total Revenues	\$ 6,110,498		\$ 1,303,144	\$ 23,373	\$ 1,326,517
	Labor Expense					
100	Labor & Labor Costs	\$ 1,272,621	Route Time	\$ 237,085	\$ (2,811)	\$ 234,274
	Total Labor	\$ 1,272,621		\$ 237,085		\$ 234,274
	Operational Expense					
201	Bad Debt	\$ 24,000	Route Time	\$ 4,471	\$ -	\$ 4,471
202	Business Taxes/PUC	\$ 58,446	Route Time	\$ 10,888	\$ 7,099	\$ 17,987
203	Closure	\$ 39,618	Closure	\$ 23,021	\$ (17,425)	\$ 5,597
204	Depreciation	\$ 356,092	Route Time	\$ 66,339	\$ 9,571	\$ 75,909
205	Amortization	\$ -	Route Time	\$ -	\$ -	\$ -
206	Disposal Charges					
207	- MSW	\$ 988,125	Weights	\$ 217,486	\$ 32,709	\$ 250,195
208	- Recycling	\$ 114,701	Weights	\$ 25,246	\$ 6,868	\$ 32,114
209	- Green Waste	\$ 203,864	Weights	\$ 44,870	\$ 446	\$ 45,316
210	Franchise Fees	\$ 219,609	Actual	\$ 65,157	\$ 1,169	\$ 66,326
211	Fuel	\$ 255,326	Route Time	\$ 47,566	\$ 3,714	\$ 51,280
212	Insurance Expense	\$ 111,894	Route Time	\$ 20,845	\$ 6,110	\$ 26,955
213	Management & Admin fees	\$ 736,850	Calculated	\$ 156,377	\$ 2,805	\$ 159,182
214	Operational Lease/Rent	\$ 12,803	Route Time	\$ 2,385	\$ (841)	\$ 1,544
215	Safety	\$ 2,704	Route Time	\$ 504	\$ 893	\$ 1,397
216	Other	\$ 7,370	Route Time	\$ 1,373	\$ 2,606	\$ 3,979
217	Rent	\$ 281,768	Route Time	\$ 52,492	\$ (4,428)	\$ 48,064
218	Repairs & Maintenance	\$ 321,773	Route Time	\$ 59,945	\$ 1,669	\$ 61,615
219	RV Project	\$ 49,130	Program	\$ -	\$ -	\$ -
225	Total Operational	\$ 3,784,073		\$ 798,967		\$ 851,930
	Administrative Expense					
301	Advertising	\$ 14,215	Customers	\$ 2,800	\$ (1,126)	\$ 1,674
302	Meals & Entertainment	\$ 25,720	Customers	\$ 5,067	\$ (711)	\$ 4,356
303	Interest	\$ 81,723	Customers	\$ 16,099	\$ (7,182)	\$ 8,918
304	Community Ed & Sup.	\$ 10,428	Customers	\$ 2,054	\$ 1,492	\$ 3,546
305	Donations	\$ 22,412	Customers	\$ 4,415	\$ (1,460)	\$ 2,955
306	Dues & Subscriptions	\$ 27,131	Customers	\$ 5,345	\$ 195	\$ 5,540
307	Ed & Travel	\$ 16,931	Customers	\$ 3,335	\$ 1,159	\$ 4,494
308	Bank Fees & Visa Charges	\$ 97,114	Customers	\$ 19,131	\$ (786)	\$ 18,345
309	Licenses and Fees	\$ 1,497	Customers	\$ 295	\$ (11)	\$ 283
310	Office Expense	\$ 93,450	Customers	\$ 18,410	\$ 1,953	\$ 20,363
311	Printing & Postage	\$ 62,045	Customers	\$ 12,223	\$ 780	\$ 13,002
312	Professional Fees	\$ 63,012	Customers	\$ 12,413	\$ 102	\$ 12,515
313	Other	\$ 16,468	Customers	\$ 3,244	\$ (1,274)	\$ 1,970
314	Utilities	\$ 34,360	Customers	\$ 6,769	\$ (333)	\$ 6,436
325	Total Administrative	\$ 566,507		\$ 111,602		\$ 104,397
500	Total Expenses	\$ 5,623,201		\$ 1,147,654		\$ 1,190,601
503	Net Income	\$ 487,297		\$ 155,490		\$ 135,916
	Rate of Return	7.97%		11.93%		10.25%

DAHL DISPOSAL SERVICE TOTAL		TOLEDO		
2024 ACTUAL	ALLOCATION FACTOR	2024 ACTUAL	CHANGE	2025-26 PROJECTED

ALLOCATION FACTORS		TOLEDO		
CALC	Revenue	21.33%		21.33%
2024	Route Time	18.63%		18.63%
2024	Weights	22.01%		22.01%
2024	Customer Counts	19.70%		19.70%
SAME	Closure	58.11%		58.11%
2024	RV Project	0.00%		0.00%

Calculate Operating Ratio**Total Expenses:**

Total Labor	\$ 1,272,621	\$ 237,085	\$ 234,274
Total Operational	\$ 3,784,073	\$ 798,967	\$ 851,930
Total Administrative	\$ 566,507	\$ 111,602	\$ 104,397
Total	\$ 5,623,201	\$ 1,147,654	\$ 1,190,601

Less Non Allowable Expenses:

Interest & Professional Fees	\$ (21,924)	\$ (4,676)	\$ (4,560)
Related to Shareholder Buyout:			
Community Support/Donations:	\$ (32,840)	\$ (6,470)	\$ (6,501)
Less "Pass-Through" Expenses:			

Allowable Expenses	\$ 5,568,436	\$ 1,136,509	\$ 1,179,540
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Revenue	\$ 6,110,498	\$ 1,303,144	\$ 1,326,517
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Less Non Allowable Expenses:	\$ (54,765)	\$ (11,145)	\$ (11,061)
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Revenue (net of Pass Through)	\$ 6,055,733	\$ 1,291,999	\$ 1,315,456
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Operating Ratio:

Allowable Expenses	\$ 5,568,436	\$ 1,136,509	\$ 1,179,540
divided by			
Revenue (net of Pass Through)	\$ 6,055,733	\$ 1,291,999	\$ 1,315,456

Calculated Operating Ratio	92.0%	88.0%	89.7%
(Including Proposed Rate Adjustments)			

Operating Ratio Range	85 - 91%	85 - 91%	85 - 91%
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Operating Ratio without Adjustment			89.7%
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**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
3.To sustain and expand an inclusive and welcoming work environment, with a focus on enhancing retention rates.	May 21, 2025	Creation of Human Resources Program
	Agenda Type:	
	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager Pro-Tem D.Clyne	City Manager Pro-Tem D.Clyne	City Manager Pro-Tem D.Clyne

Recommendation:

Motion to approve the May 16, 2025 proposal by Shawna Gribskov, SHRM-CP, PHR for the creation of a Toledo Human Resources Program and authorize the City Manager to execute same.

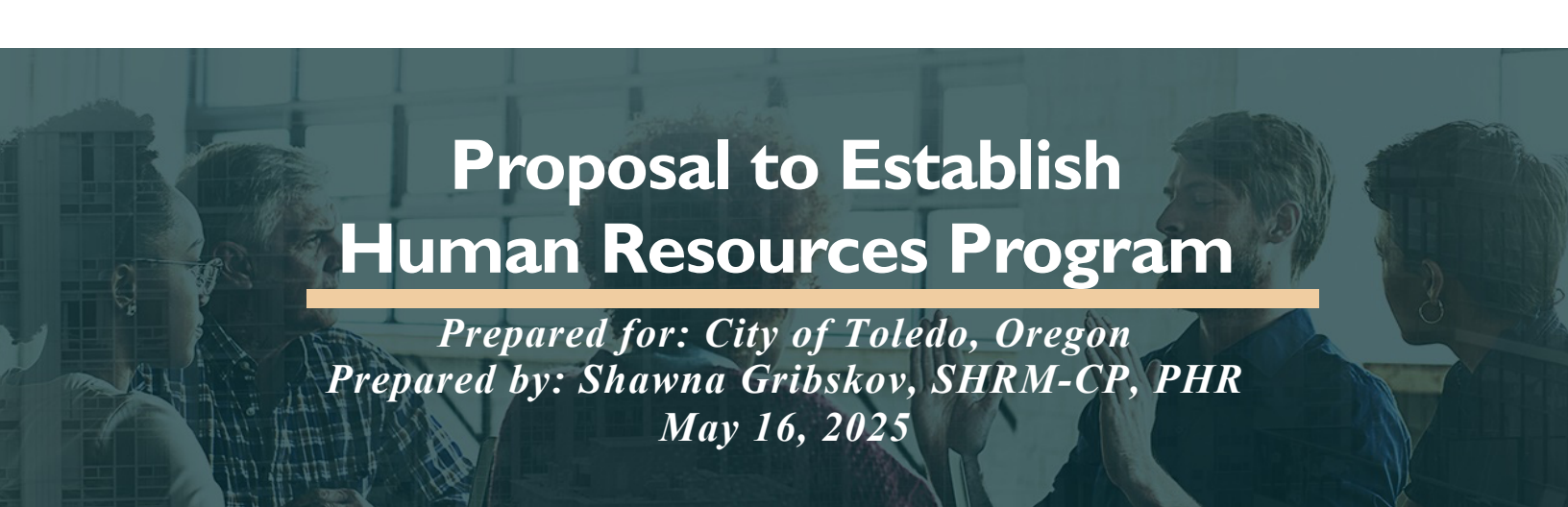
Background:

The City has received two proposals for the creation and provision of Human Resources programs. While both were acceptable, the proposal from Shawna Gribskov, SHRM-CP, PHR most clearly met the service and resource goals of the City. These were reviewed by three members of staff with unanimous selection of this proposal.

Fiscal Impact:	Fiscal Year:	GL Number:
Varies but within budget	2024-2025	N/A

Attachment:

1. Proposal – Human Resources Program
2. Resume - Shawna Gribskov, SHRM-CP, PHR



Proposal to Establish Human Resources Program

Prepared for: City of Toledo, Oregon
Prepared by: Shawna Gribskov, SHRM-CP, PHR
May 16, 2025

Strategic Overview

This proposal outlines a strategic plan to establish a Human Resources (HR) function through initial design and implementation for the City of Toledo. Over the next 180 days, the focus will be on laying the foundation of essential HR services, starting with the recruitment of a City Recorder, formalizing processes, training staff and creating the necessary organizational culture for sustainable HR practices.

The plan also includes logistical recommendations for staffing the HR program, including a hybrid role with initial on-site presence to ensure successful program implementation.

This proposal also recognizes the unique challenges and responsibilities of operating within a unionized, public-sector environment. Special attention will be paid to compliance with collective bargaining agreements, public records requirements as well as transparent, equitable employment practices.

Phase I: Initial Planning and Discovery (Days 1–30)

Objectives:

- Build rapport with current leadership and staff to understand current needs and pain points.
- Assess existing processes, documentation and personnel resources.
- Identify legal and compliance obligations specific to municipal government.
- Review and understand current collective bargaining agreements and grievance procedures.
- Review Springbrook Payroll/HR system and assess effectiveness.
- Refine 6-month roadmap for HR implementation as needed based on assessment.

Actions:

- Conduct interviews with the City Manager, department heads, union representatives and administrative staff.
- Review city charter, union contracts, existing job descriptions, employment policies and explore resources within Oregon Cascades West COG and League of Oregon Cities.
- Inventory current administrative tools (payroll provider, benefits platforms, records management systems).
- Map the City's organizational structure and reporting relationships.

Phase 2: Recruitment of City Recorder (Days 15–60)

Objectives:

- Develop and launch a recruitment campaign for the position of City Recorder, a priority vacancy.

Actions:

- Draft or revise the City Recorder job description.
- Determine compensation range using local public sector benchmarks.
- Ensure job posting and selection process adhere to principles of transparency and equity consistent with public sector and union norms.
- Post position on government and rural-serving job boards (e.g., OR City Jobs, League of Oregon Cities, Indeed).
- Create a simple application and screening process.
- Coordinate interview logistics, structured interview questions and reference checks.

Success Indicator:

- Hire a qualified City Recorder within 60 days of plan initiation.

Phase 3: HR Infrastructure Development (Days 31–120)

Objectives:

- Build essential HR systems to support recruitment, onboarding, compliance and training.
- Establish basic personnel files and job documentation.
- Initiate foundational training for staff and supervisors, including labor relations awareness.

Actions:

- Draft core HR policies (EEO, harassment prevention, leave management, job classification), aligned with collective bargaining agreements where applicable.
- Create onboarding materials and orientation checklist.
- Provide introductory supervisory training: managing performance, documentation practices, respectful workplace and union-related responsibilities.
- Implement standardized job descriptions and classification framework.

Phase 4: Relationship Building and Program Sustainability (Days 90–180)

Objectives:

- Cultivate HR's advisory and strategic role with city leadership.
- Establish trust and open channels of communication with staff and union representatives.
- Introduce ongoing support plans for compliance, training and employee relations.

Actions:

- Hold regular office hours (virtually or onsite) for staff to ask HR-related questions.
- Initiate cooperative labor-management communication strategies to foster shared understanding.
- Present a year-one HR goals and metrics report to City Council or leadership.
- Explore opportunities to collaborate with nearby jurisdictions or local government associations for cost-effective compliance support and training.

Additional Considerations

- ◇ **Technology & Records:** Recommend appropriate and cost-effective HRIS to optimize and support this initiative.
- ◇ **Compliance:** Ensure the city is adhering to wage laws, protected leave requirements, training requirements, OSHA and Oregon specific employment law.
- ◇ **Community Fit:** Tailor all programs with sensitivity to local dynamics and culture.

HR Program Manager Employment Proposal

Position Type

This proposal recommends contracting with a part-time HR Program Manager (or "Interim HR Consultant") for an initial 180-day engagement. Given the scope and duration, this may be structured as a 1099 contract or limited-term W-2 employment, depending on City preference and legal review.

Responsibilities

- Develop and execute the above plan.
- Be the point person for recruitment, onboarding, training and compliance.
- Support leadership in managing personnel matters.
- Foster collaboration with union representatives.
- Recommend a long-term HR structure or staffing plan.

Compensation Structure

<u>Item</u>	<u>Proposed Details</u>
Wage/Rate:	\$40–\$50 per hour, depending on contract or employee status.
Initial On-Site Period:	4 days/week, up to 32 hours/week, for ~1 month
Remote Transition:	Predominantly remote after initial month, with quarterly on-site visits.
Travel/Lodging Stipend:	Up to \$150/night, 3 - 4 nights/week, for one month; mileage between Eugene and Toledo at standard rate.
Contract Duration:	6 months with option to extend or convert to permanent part-time role.

Conclusion

Establishing a foundational HR program for the City of Toledo within a six-month window is achievable with the right structure, leadership support and a hands-on approach. This proposal outlines a practical, phased path forward that begins with urgent recruitment and leads to lasting HR systems that align with the city's values and resources.

The recommended hybrid engagement model allows for in-person collaboration while building toward remote sustainability - making this plan not only feasible, but future-ready.

SHAWNA GRIBSKOV

Eugene, OR | 541.521.8312
skgribskov@gmail.com

HUMAN RESOURCES PROFESSIONAL

HR Professional with over 20 years of demonstrated success in leading, developing, and managing strategic partnerships by aligning company goals with HR and operational practices, resulting in proficient teams and strong employee engagement.

CORE COMPETENCIES

- | | | |
|---------------------------------------|-------------------------------|--|
| ✓ Recruitment & Retention | ✓ HRIS (Workday, ADP, Paycom) | ✓ ADA Accommodation |
| ✓ Employment Regulations & Compliance | ✓ Culture Champion | ✓ Training & Development |
| ✓ Benefit Administration | ✓ Performance Management | ✓ Investigations |
| ✓ Onboarding & Integration | ✓ Workers Comp/Safety | ✓ Process Improvement & Implementation |
| ✓ Employee Relations | ✓ Protected Leaves | |

PROFESSIONAL EXPERIENCE

PacificSource Health Plans (Contracted by Quantum Recruiters until official hire 7/2024)

Jan 2024 – Dec 2024

Community and private healthcare solutions

Leave of Absence Administrator, Total Rewards Team (Benefits)

Full scope management of protected leave process across multiple states using sophisticated software (AbsenceSoft); Current, in-depth knowledge of Paid Leave-Oregon, OFLA, FMLA, PWFA, ADA and other applicable employment/labor laws; Cross-departmental collaboration navigating complex cases; Workday administration and payroll auditing for leave cases.

Key Accomplishments:

- **Support individual caseload of 250 active Leave cases**
- **Document Protected Leave processes and compose SOP manual**

Dutch Bros Coffee

September 2022 – September 2023

Drive-thru beverage experience, emphasizing relationships and culture

Leave & Accommodation Manager, HR Health & Welfare Dept

Managing leave programs for large global organization with responsibility for protected leave administration and compliance across multiple states; Establishing ADA accommodations for employees through the Interactive Process while balancing the needs of the organization. Policy writing for regulatory compliance.

Key Accomplishments:

- **Streamlined manual eligibility process/forms to comply with federal/state regulations/timelines**
- **Researched, vetted and presented proposal for Leave & Accommodation software system**
- **Reduced both employee time-to-contact and time-to-designation within compliance specs**

SHAWNA GRIBSKOV

East West Tea Company (Yogi Tea)

June 2020 – September 2022

Manufacturer of Yogi and Choice Organics Tea

Compliance Administrator

Management of leave and accommodation programs for 200-person organization. Worker's Comp administration/injured worker support. Safety Committee and OSHA compliance. COVID protocols, policy development, management of practices and employee guidance/support. Policy and procedure writing. Programming & managing facility access badges (keys). Attendance/scheduling and uniform program administration. Annual EEOC and OSHA reporting.

Key Accomplishments:

- **Fully updated protected leave program to compliance specs**
- **Enhanced disability accommodation culture and organizational awareness**
- **Continued management of COVID protocol, avoiding facility outbreak/production shutdown**
- **Complete handbook update and revision for final publication**

Meret  Hotel Management

October 2012 – May 2020

Hospitality and winery management company - comprised of 16 hotels, 1 winery and 1 apartment complex

Human Resources Operations and Compliance

Responsible for Protected leave administration, Worker's Comp, OSHA compliance and organizational risk in two states. Developed compliance materials and training programs in onboarding, risk management, supervision, injured worker process, disability awareness and corrective action standards. Managed 6 different employee handbooks and multiple benefits plans for locations across Oregon and Washington. Annual EEOC reporting for 18 separate entities.

Key Accomplishments:

- **Achieved 6% reduction in frequency and severity of workplace injuries through training and procedural management of a fully compliant workers' compensation program**
- **Developed new manager training curriculum**
- **Created and implemented full revisions across the company to achieve pay equity including the implementation of a new software for compensation data analysis**
- **HRIS conversion from ADP to Paycom, bringing consistency of processes and programs across sites**
- **Developed and facilitated Active Shooter & 'Safety In Motion' training programs**
- **Led charge on "paperless office" initiative**
- **Developed new job descriptions and revised existing descriptions for over 75 roles**

TOOLS/TECHNOLOGIES

- ✓ Microsoft Suite/Teams
- ✓ Workday, ADP, Paycom
- ✓ AbsenceSoft/AbsenceTracker (Leave Management Software)
- ✓ Google Suite
- ✓ Zoom, Zendesk, Basecamp
- ✓ Brivo & DL AlarmLock (Security Software)
- ✓ Parity (Pay Equity Software)

SHAWNA GRIBSKOV

CREDENTIALS

SHRM-CP

PHR

AFFILIATIONS/VOLUNTEER ACTIVITES

Lane County Human Resource Association: Current Board Member 2025, Past President 2021 – 2022, Board President 2019 – 2020, President Elect 2017 – 2018, Secretary 2017, Communications & Social Media Chair 2012 – 2016

Oregon SHRM State Council: SHRM Foundation Director 2024 – 2025, Secretary 2022 - 2023

Society for Human Resource Management (SHRM): 2012 to present

**TOLEDO CITY COUNCIL
WORK SESSION
August 28, 2024**

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:00 p.m.

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, City Attorney (CA) Mike Adams, Police Chief (PC) Michael Pace, Fire Chief (FC) Larry Robeson

2. PRESENTATIONS

Presentation – Oregon Department of Forestry

Community Assistance Forester Brittany Oxford addressed the City Council and provided a summary of observations from her assessment of the sidewalk damage and trees along Main Street. She said the trees have not outgrown the area and the issues along the sidewalks are not issues related specific to species specifically. She indicated the issues she sees with the trees are due to improper planting, and pavers preventing watering/oxygen to the roots, which forces them to climb up to the surface. She suggested one cost savings solution is to add impervious pavers to assist with the water issues or cut and expand the opening of the trees to allow more oxygen to the roots.

Presentation – Municipal Court report

Municipal Judge Arnold Poole provided a report to the Council. He indicated there have not been many offenses by year and reported there were 201 offenses in 2023, with 115 offenses as of August 15 of 2024. He said there have not been many code enforcement issues, because Code Enforcement Officer Ron Bush has been diligent in working with individuals to get in compliance.

3. VISITORS/PUBLIC COMMENT

There were no comments.

4. CONSENT AGENDA

There were no items for consideration.

5. **DISCUSSION ITEMS**

Consideration of draft letter in response to Oregon NFIP Biological Opinion from Mayor Cross

The Council reviewed the letter drafted by Mayor Cross. Following discussion, there was a consensus of the Council to allow Mayor Cross to draft the letter.

Discussion in regards to parking alternatives on Main Street

Mayor Cross presented the topic and there was discussion about parking options for Main Street. Following discussion, there was a consensus of the Council supporting the idea of one striped loading/unloading zone at the corner of Main Street and NE 1st Street in front of Green Dragon, removing the loading zone located in front of the hotel and repainting all the of the parking spots including the handicap accessible spots. CA Adams indicated those items would not need an ordinance. It was noted the discussion could go before the Urban Renewal Agency for further consideration.

6. **DECISION ITEMS**

There were no items for consideration.

7. **REPORTS AND COMMENTS**

Staff provided department updates to the City Council.

8. **ADJOURNMENT**

The meeting adjourned at 7:50 p.m.

ATTEST:

APPROVE:

/s/City Recorder Lisa Figueroa

/s/Mayor Rod Cross

Regards,

David Clyne, Toledo City Manager Pro Tem
(541)336-2247 x2020

From: Justin Peterson [<mailto:jpeterson@ocwcog.org>]
Sent: Thursday, May 15, 2025 3:55 PM
To: David Clyne <David.Clyne@cityoftoledo.org>
Cc: Arlene Inukai <planning@cityoftoledo.org>
Subject: Main Street and Other Traffic Calming

David,

Staff will discuss Main Street and general traffic calming principles with the Planning Commission in August or September. The timing will depend on potential public hearings for land use applications. General discussion items will include.

- Parking Management best practices
- Downtown study examples
- Traffic Calming tools
- Next steps

Long term the city can consider applying for a [Transportation Growth Management Grant](#). This could include an updated Transportation System Plan update with a downtown refinement plan. This is a yearly grant opportunity.

Thank you,

Justin Peterson
Contract Planner
Oregon Cascades West Council of Governments
541-924-8420
OCWCOG.org



Promoting a thriving region
through service, connectivity,
and innovation.

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**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
1.To enhance and sustain public infrastructure and facilities by implementing plans...	May 21, 2025	Authorize Mayor Cross to sign and execute a Safe Drinking Water and Forest Stewardship grant
	Agenda Type:	
	Consent Agenda	
Prepared by:	Reviewed by:	Approved by:
Public Works Director B.Lorimor	City Manager Pro-Tem D.Clyne	City Manager Pro-Tem D.Clyne

Recommendation:

Motion to approve and authorize Mayor Cross to sign and execute the “Safe drinking water revolving loan fund grant contract for source water protection” from Business Oregon, project #2024373.

Background:

The City of Toledo received a “Safe Drinking Water and Source Water Protection” grant from Oregon Business Development Department. This grant is to be applied to the City’s “Mill Creek Forest Stewardship Plan & Siletz River Critical Area Protection” project. This is in proactive effort for the longevity and sustainability for the City of Toledo’s drinking water sources.

Fiscal Impact:	Fiscal Year:	GL Number:
\$70,000	2024-2025	Grant

Attachment:

1. Toledo Contract
2. Toledo Authorized Signature Card

SAFE DRINKING WATER REVOLVING LOAN FUND
GRANT CONTRACT FOR SOURCE WATER PROTECTION

Project Name: Mill Creek Forest Stewardship Plan & Siletz River Critical Area Protection

Project Number: U25009

This grant contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and City of Toledo, Oregon (“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
- Exhibit D Information Required by 2 CFR § 200.332(a)(1)

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: \$70,000

Grant Amount: \$70,000

Project Closeout 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 this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

- A. OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.
- B. Use of Proceeds. Recipient shall use the Grant only for the activities described in Exhibit B and according to the budget in Exhibit C. Recipient may not exceed or change line items in the budget except with the prior written consent of OBDD.
- C. Costs of the Project. Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Grant 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, unless permitted by Exhibit B.
- D. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds 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) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) RESERVED
 - (5) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Grant, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost. 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 public body validly organized and existing under Oregon law, and owns a public water system as defined in the Act.
 - (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 duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. 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 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 Defaults.
- (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) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (ii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. 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, for the financing and undertaking and completion of the Project.

SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. 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.
- B. 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, the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C. Oregon state procurement regulations will satisfy federal procurement requirements of 2 CFR part 200, subpart D.
- (2) State labor standards and wage rates found in ORS chapter 279C.
- (3) SAFE DRINKING WATER IN OREGON: Program Guidelines & Handbook for the Federally Funded Safe Drinking Water Revolving Fund & Drinking Water Protection Loan Fund (March 2024 update), as amended from time to time ("Safe Drinking Water Handbook"), available at <https://www.oregon.gov/biz/Publications/SDWhandbook.pdf>.
- (4) Federal Crossing-Cutting Authorities. All federal laws, executive orders and government-wide policies that apply by their terms to projects and activities receiving federal financial assistance, regardless of whether the Act makes them applicable ("Cross-Cutting Authorities"). The Safe Drinking Water Handbook contains a link to a list of the Cross-Cutting Authorities.
- (5) Lobbying. Recipient acknowledges and agrees that the Costs of the Project will not include any Lobbying costs or expenses incurred by Recipient or any person on behalf of Recipient, and that Recipient will comply with federal restrictions on lobbying at 40 C.F.R. Part 34 and will not request payment or reimbursement for Lobbying costs and expenses. "Lobbying" means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above.
- (6) Federal Audit Requirements. The Grant is federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number and title is "66.468, Capitalization Grants for Drinking Water State Revolving Funds." Recipient is a sub-recipient.
 - (a) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
 - (b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
 - (c) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (7) Disadvantaged Business Enterprises. Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises ("DBE") described in the Safe Drinking Water Handbook. This applies to all solicitation and contracting for

construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. Recipient will maintain documentation in a Project file and submit the required forms, as described in the Safe Drinking Water Handbook. Recipient will ensure that all prime contractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements.

Recipient will ensure that each procurement contract includes the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

- (8) Incorporation by Reference. The above state and federal laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion 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 preliminary plans and specifications relating to the Project, and a timeline for the construction bidding/award process, at least ten (10) days before advertising for bids.

- (2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
- (3) Complete an environmental review in accordance with the state environmental review process and in compliance with state and federal environmental laws prior to any construction work on the Project.
- (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) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final plan.
- (8) Provide OBDD with a copy of all other final plans, reports or other documents prepared as part of the Project before requesting its final Grant disbursement. OBDD will review the documents and may require reasonable modifications. If OBDD does not suggest modifications within thirty (30) days of its receipt of the documents, they will be deemed approved.
- (9) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

- I. Financial Records. Recipient shall keep accurate books and records for the Costs of the Project, separate and distinct from its other 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 Grant 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 Completion Deadline or final completion and satisfaction of all reporting requirements of Recipient under this Contract. 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. Notice of Events of Default. Recipient shall give OBDD prompt written notice of any Event of Default as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- N. 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 regards 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 (“Indemnatee”) 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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 collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD's commitment and obligation to make disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Exercising any applicable remedy listed in OAR 123-049-0040.
- 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; second, as applicable, to repay any Grant proceeds owed; and third, to pay any other amounts due and payable under this Contract.
- 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 shall 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 remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 9 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- 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 310
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



CITY OF TOLEDO

By: _____
Edward Tabor, Infrastructure &
Program Services Director

By: _____
The Honorable Rodney Cross, Mayor

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required as per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

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

“Act” means “Safe Drinking Water Act,” 42 U.S.C. Sec. 300f, and all subsequent amendments, including the Amendments of 1996, Public Law 104-182.

“Award” means the award of financial assistance to Recipient by OBDD dated 04 October 2024.

“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 Grant 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.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

Recipient will:

- 1) Contract with a sustainable forestry consultant to inventory and assess forest stands and infrastructure assets such as roads and drainage structures on the 390-acre City-owned parcel in the Mill Creek watershed.
- 2) Develop a Forest Stewardship Plan for the City-owned parcel in the Mill Creek watershed for review and approval of City Council. Recipient will ensure the following is included:
 - a. long term management objectives
 - b. forest inventory and site evaluation
 - c. identification of risks to water quality
 - d. planned best management practices for riparian buffers, roads, culverts, landslide-prone slopes, any planned timber harvests, and post-harvest restoration to maintain high raw water quality.
- 3) Provide opportunity for Department of Environmental Quality (“DEQ”) to comment on Forest Stewardship Plan before finalizing. Prior to project closeout, submit DEQ confirmation (via email or letter) that the FSP meets the criteria that the plan 1) prioritizes water quality for the drinking water supply, 2) meets stewardship principles, and 3) will help reduce non-point sources of pollution in the watershed.
- 4) Develop screening criteria and conduct tax lot scale analysis of private lands in the Siletz River watershed to identify and prioritize parcels for landowner outreach and potentially pursuing land acquisition/conservation easements.
- 5) Provide a summary of critical area tax lot analysis results DEQ for approval before final funds are disbursed. Summary should include background, factors for analysis, methods, and a summary of watershed results. Parcel level data does not need to be submitted.

Special Condition: 10% of award will be withheld until documentation of DEQ approval of tasks 3 and 5 is received by OBDD.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Forest conditions inventory and Forest Stewardship Plan	\$45,000	\$0
Critical area protection analysis and coordination	\$25,000	\$0
Total	\$70,000	\$0

EXHIBIT D - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in SAM): City of Toledo
- (ii) Subrecipient's Unique Entity Identifier (SAM): YMLDEHHKKQ23
- (iii) Federal Award Identification Number (FAIN): 98009022
- (iv) Federal Award Date: 21 September 2022
- (v) Sub-award Period of Performance Start and End Dates: beginning at Contract execution and ending on the last day of the month occurring 24 months after the date of this Contract.
- (vi) Sub-award Budget Period Start and End Dates: beginning at Contract execution and ending on the last day of the month occurring 24 months after the date of this Contract.
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$70,000
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$70,000
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$70,000
- (x) Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Oregon's Drinking Water State Revolving Fund: This grant increases the capacity of Oregon to ensure that its public water systems continue to provide safe drinking water. This is done by (1) continuing loan financing to public water systems and support for newly proposed priority projects, (2) providing grant support for covering administrative expenses, small public water system technical assistance, State program management and local assistance, and (3) continuation of the loan fund to finance source water protection project initiatives, including acquiring conservation easements.
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Environmental Protection Agency
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Jon Unger, Infrastructure Programs Manager, (503-949-3523)
- (xii) The Federal Assistance Listing (formerly CFDA) Number and Name: 66.468 Safe Drinking Water State Revolving Fund,
Amount: \$70,000
- (xiii) Is Award R&D? No
- (xiv) Indirect cost rate for the Federal award: 10%

* For the purposes of this Exhibit D, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

** The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year, which runs from July 1 through June 30.

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards	
Recipient	Project Number
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



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
Not Applicable	May 21, 2025	Amendment No. 1 to Employment Agreement between City of Toledo and David Clyne
	Agenda Type:	
	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager Pro-Tem D.Clyne	City Manager Pro-Tem D.Clyne	City Manager Pro-Tem D.Clyne

Recommendation:

Motion to approve Amendment No. 1 to the March 5, 2025 employment contract with David Clyne, City Manager Pro Tem to modify Section 6, subsection 3 to increase the monthly lodging allowance for the months of June, July and August to \$3,000.

Background:

***Note: This item was previously considered on May 7 and tabled by the Council to this meeting.**

Pursuant to the employment agreement of March 5, 2025, the City provides Employee the amount of \$1,500/month to meet the residency requirement of the Charter. To date, this has resulted in employee being able to spend four days in person and one day in remote work environment to affordably meet the requirement.

With the onset of summer travel season (Memorial Day to Labor Day) costs for available lodging are generally doubling and availability is shrinking rapidly. To meet this changing reality, I am asking Council to raise the allowance to \$3,000/month to maintain approximately the same schedule.

It has been suggested that working remotely more often or working fewer hours in the summer months in Toledo might be the preferable solution. I respectfully disagree due to the heavy workload which includes but is not limited to the following:

- Recruiting, negotiating and engaging a new City Manager
- Beginning the recruitment of a new Finance Director
- Managing the reorganization of the Fire Department and creating a path forward for the adequate provision of fire safety services
- Continuing the progress we have made on the Olalla Meadows project
- Continuing the progress we have made on the Ammon Water Tank project
- Beginning the visioning process for the “Public Safety” building including the determination of habitability of the existing premises for City staff
- Oversight of the existing staff
- Creation of an initial strategic planning effort inclusive of high level Council goals
- Implementation of human resource function
- Implementation of new manner of providing legal services
- Completing negotiations of TPSA collective bargaining agreement

Fiscal Impact:	Fiscal Year:	GL Number:
\$4,500 over three months	2024-2025	N/A

Attachment:

1. None

[illegible]