



City Hall
206 N. Main St.
Toledo, Oregon 97391
5:30 p.m.

TOLEDO CITY COUNCIL
Work Session – also via Zoom Meeting Platform
June 26, 2024

Virtual Meeting: The City Council will hold the meeting for the City Council and staff in person as well as through the Zoom video meeting platform. The public is encouraged to attend the meeting electronically. Visit the meetings page on the city website for meeting login information.

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

1. **Call to Order, Pledge of Allegiance and roll call**
2. **Joint Session with the Port of Toledo Commissioners**
3. **Visitors/Public Comment**
(The public comment period provides the public with an opportunity to address the City Council regarding items not on the agenda. Please limit your comments to three (3) minutes).
4. **Consent Agenda**
Minutes from the regular meeting held February 7, 2024
5. **Discussion Items**
 - Consideration for funding request – Barry Bruster
 - Consideration for designated Main Street restaurant curbside pickup parking
6. **Decision Items**
 - Certify the results of the May 21, 2024 Primary election
 - Ordinance No. 1421, an Ordinance continuing a two-year ban on psilocybin service centers, psilocybin product manufacturers, and the manufacture of psilocybin products
 - Resolution No. 1557, a resolution referring to the voters a measure proposing a temporary prohibition on psilocybin-related businesses and adopting a ballot title and explanatory statement
 - Street closure request for Art, Oysters and Brews August 3-4, 2024
 - Ordinance No. 1422, an granting a non-exclusive telecommunication franchise to Astound Broadband and repealing Ordinance No. 1374
 - Resolution No. 1558, a resolution of the Toledo City Council authorizing the issuance and sale of one or more series of general obligation bonds in the aggregate principal amount not to exceed \$2,650,000

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.

- Ordinance No. 1423, an Ordinance providing incentives for multifamily affordable housing, creating Toledo Municipal Code Chapter 13.44 – Affordable Housing, and Amending Toledo Municipal Code Chapter 13.24, and Declaring an Emergency
- Safe Routes To School grant agreement amendment
- 2024-2027 Toledo Employees' Association proposed collective bargaining agreement
- Approve a Human Resource Specialist position and salary range
- Approve updated Assistant Library Director job description
- Approve updated Library Adult Program Specialist job description

7. Reports and Comments

- Committee updates

8. Adjournment

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**TOLEDO CITY COUNCIL
REGULAR MEETING
February 7, 2024**

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:01 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 Stu Strom

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

2. PROCLAMATIONS/PRESENTATIONS

Presentation – Oregon State University community garden update

Heather Thomas provided an update to the City Council regarding the community garden along A Street behind the Toledo Skate Park. She said there has been additional assistance from the 4-H club with the garden and noted the greenhouse is in need of minor repairs, which they will provide.

State of the City address

Mayor Rod Cross provided a State of the City address. He read from a prepared statement and listed several highlights of activities and projects completed within the last year (copy archived with meeting packet and available on the city website).

3. VISITORS/PUBLIC COMMENT

John Robison, citizen, addressed the City Council. He indicated he provided comments when the Council reviewed the recently adopted Livability Code. He said he built several housing units in the City, which were rented from several residents relocating from out-of-state. He complimented the Council for the updates to the Comprehensive Plan and said he supports the consideration to compensate volunteers for their service as City Council members. He said there are many individuals with busy schedules who cannot offer additional time to serve, however if the compensation were offered, maybe more qualified candidates would be able to serve.

1 **4. CONSENT AGENDA**

2 **Minutes from the meeting held November 1, 2023**

3 **Approve addendum to agreement with Oregon State University for a community garden**

4 CR Figueroa noted the draft minutes need to be amended to include Council Members Silvia,
5 Strom and Burns.

6
7 **Motion** – It was moved and seconded (Strom/Silvia) to approve the consent agenda as amended
8 and the motion carried unanimously.

9
10 **5. DISCUSSION ITEMS**

11 **Draft resolution creating a City Charter review committee**

12 CR Figueroa indicated last month, there was consideration by the Council to appoint a committee
13 to review the City Charter for amendments. She said she is preparing a resolution to bring back to
14 the Council in regards to the establishment of the committee and inquired which members of the
15 Council would like to participate. Mayor Cross and Councilors Burns and Silvia volunteered for
16 the committee.

17
18 **6. DECISION ITEMS**

19 **Ordinance No. 1419, an ordinance of the Toledo City Council amending Ordinance No. 1231**
20 **(1995) and Toledo Municipal Code; Title 5; Chapter 5.04, Business Licenses Generally;**
21 **repealing Chapter 5.08, Pinball Machines and Similar Devices**

22 CA Adams provided the council report. He indicated the renewal process for business licenses is
23 currently on the City’s fiscal year rather than the calendar [tax] year. He said the change would
24 update the renewal process to match the calendar year as well as change the pro-rated license fee
25 making it more convenient for businesses. FD Carey added the upcoming update to the online
26 payment system will be able to accept online payments for various fees for the City, however, it
27 will only be able to accept one type of rate for the prorated fee. CA Adams noted the change to the
28 license requirement for persons 16 years or younger has increased from \$1,000 to \$3,500. He said
29 the ordinance deletes Chapter 5.08, regulating pinball machines and similar devices because it is
30 not enforced and unnecessary.

31
32 **Motion** – It was moved and seconded (Bush/Burns) to approve Ordinance No. 1419, an ordinance
33 of the Toledo City Council Amending Ordinance No. 1231 (1995) and Toledo Municipal Code;
34 Title 5; Chapter 5.04, Business Licenses Generally; Repealing Ordinance No. 1244, Section 12
35 (1996), Ordinance No. 873, Sections 1-6 (1971), and Chapter 5.08, Pinball Machines and Similar
36 Devices; and Declaring an Emergency by title only and the motion carried unanimously.

37
38 It was moved and seconded (Bush/Silvia) to adopt Ordinance No. 1419, an ordinance of the Toledo
39 City Council Amending Ordinance No. 1231 (1995) and Toledo Municipal Code; Title 5; Chapter
40 5.04, Business Licenses Generally; Repealing Ordinance No. 1244, Section 12 (1996), Ordinance
41 No. 873, Sections 1-6 (1971), and Chapter 5.08, Pinball Machines and Similar Devices; and
42 Declaring an Emergency by title only and the motion carried unanimously.

1 **Resolution No. 1542, a resolution calling a measure election to submit to the Electors of the**
2 **city the question of contracting a General Obligation Bonded Indebtedness in an aggregate**
3 **principal amount not to exceed \$2,650,000 to finance capital costs; declaring intent to**
4 **reimburse expenditures; and related matters**

5 CM Wiggins provided the council report. He indicated the resolution was prepared by Bond
6 Counsel to place a measure on the primary election for a levy to replace the Ammon Reservoir.
7 There was discussion about submitting the ballot measure for the Primary Election.
8

9 Courtney Dausz, Principal Bond Counsel addressed the Council. She indicated the resolution
10 identified and designated staff's roles to file the ballot measure. She highlighted the timeline for
11 the measure's publication in the newspaper and when it needed to be submitted to the County
12 Clerk.
13

14 **Motion** – It was moved and seconded (Bush/Silvia) to approve Resolution No. 1542, a resolution
15 of the Toledo City Council calling a measure election to submit to the Electors of the city the
16 question of contracting a General Obligation Bonded Indebtedness in an aggregate principal
17 amount not to exceed \$2,650,000 to finance capital costs; declaring intent to reimburse
18 expenditures; and related matters.
19

20 **Adopt City Council goals for Fiscal Year 2024-2025**

21 CR Figueroa summarized the council report and noted the proposed goals for fiscal year 2024-
22 2025 listed in the packet were the result of the Council's January goal setting. She implied the
23 Council may make any amendments they deem necessary before adopting the goals.
24

25 **Motion** – It was moved and seconded (Silvia/Burns) to adopt the City Council goals and objectives
26 for Fiscal Year 2024-2025.
27

28 **Contract for Personal Services to provide consulting on the Pool and Recreation Center**
29 **Project**

30 CM Wiggins provided the council report and said the steering committee chose a company to assist
31 with the development of the recreation center. He said the company is local, connected to the
32 community and they will be able to provide guidance through the process. He said the rates they
33 offered were reasonable. Steering Committee member Jim Chambers commented in favor of the
34 selection and said it would benefit the City and the Pool District to have someone with the building
35 expertise on their side.
36

37 **Motion** – It was moved and seconded (Bush/Strom) to approve a Contract for Professional
38 Services with Quality Concrete Construction Co. to provide consulting on the Pool and Recreation
39 Center Project and the motion carried unanimously.
40

41 **Approval of a contract with Road and Driveway and an expenditure up to \$51,000 to**
42 **perform street improvements on SE 10th St.**

43 PWD Lorimor summarized the council report and said the road is in need of repair. He explained
44 the process of the repairs.
45

1 **Motion** – It was moved and seconded (Bush/Burns) to approve a contract with Road and Driveway
2 and an expenditure up to \$51,000 to perform street improvements on SE 10th St and the motion
3 carried unanimously.
4

5 **Approve a contract with Road & Driveway and an expenditure up to \$25,000 for street
6 improvements at Butler Bridge Road crossing**

7 PWD Lorimor provided the council report. He said this area has needed repair for some time. He
8 said the repairs would improve the railroad crossing near at the Butler Bridge Road intersection
9 next to the Wastewater Treatment Plant and the project is in partnership with the Railroad and
10 Georgia Pacific Mill during one of the Mill's outages. He said planning the project at that time
11 would minimize the impact on truck traffic to the Mill.
12

13 **Motion** – It was moved and seconded (Bush/Silvia) to approve a contract with Road & Driveway
14 and an expenditure up to \$25,000 for street improvements at Butler Bridge Road crossing and the
15 motion carried unanimously.
16

17 **Termination of Agreements with the Lincoln County School District for the use and lease of
18 Memorial Field**

19 CA Adams presented the council report and indicated the Lincoln County School District
20 Superintendent agreed to terminate all agreements for the use of Memorial Field between the
21 School District and the City because the school does not need to use and has not used Memorial
22 Field in some time. He said the agreement is simple, it removes any claims from both parties and
23 recommended the Council approve the agreement.
24

25 **Motion** – It was moved and seconded (Silvia/Burns) to approve the Termination of Agreements
26 with the Lincoln County School District for the use and lease of Memorial Field and the motion
27 carried unanimously.
28

29 **Declaration of Property Line Adjustment and Statutory Warranty Deed, with access
30 easement, and direct staff to finalize the settlement with Toledo Cemetery Association**

31 CA Adams indicated before the meeting he distributed an updated copy of the statutory warranty
32 deed and declaration of property line adjustments. He referenced the back page and noted the
33 exhibits a-d and then exhibit to declaration will be included with the recorded documents. He
34 explained in detail the description of the exhibits, which is the legal description of the .3 acre
35 buttress and summarized the recorded survey for the property line adjustment. He said he believed
36 the legal description of Section 8 used a 'metes and bounds' description, which referenced a
37 starting point rather than using [for example] 'Parcel 1, Parcel 2, etc.' and he said for nearly 60
38 years the surrounding properties referenced that point. He said the County Surveyor (based on a
39 1983 Lincoln County Circuit Court case) moved that line, which created a six to eight foot wide
40 land gap between the City's property and the Toledo Cemetery Association's property. He asked
41 the Council when they make their motion for the final payment to also direct and authorize CA
42 Adams to include language that states both parties agree with the correctness of the survey. It was
43 indicated the same issue occurred years ago when the City updated its Comprehensive Plan, the
44 City contacted the County to address it and thought it was fixed. The Council inquired what can
45 the City do to avoid this situation again in the future and CA Adams indicated it is something he
46 has never seen before and not sure there is anything the City can do for assurance.

1 **Motion** – It was moved and seconded (Bush/Silvia) to approve the form of the Declaration of
2 Property Line Adjustment and Statutory Warranty Deed with access easement, delegate City
3 Manager Doug Wiggins the authority to sign and record it on behalf of the City; additionally to
4 delegate City Staff to take all actions necessary to formalize the property line adjustment and to
5 pay the last \$10,000 owing on the settlement agreement to the Toledo Cemetery Association and
6 delegate authority to CA Adams to create language for the purpose of agreement to property line
7 and the motion carried unanimously.
8

9 **7. REPORTS AND COMMENTS**

10 FC Robeson noted he has been seeking several grants and said the radio station is underway. CM
11 Wiggins indicated the Fire Department has been contacted by other communities to provide
12 training and wanted to acknowledge they are recognized for their training opportunities.
13

14 PWD Lorimor reported on upcoming projects including Arcadia park bathrooms, Butler Bridge
15 Road and sidewalk replacements on Arcadia Drive. The Council inquired about a house on SE
16 Third St where the yard is falling onto the sidewalk. CA Adams indicated the City is in contact
17 with the Bank’s property management company in regards to the vacant property.
18

19 FD Carey noted she was able to terminate the employee that was on leave. She said she would
20 review the job description, with a possibility it may come back to Council for consideration before
21 she recruits for the position.
22

23 CM Wiggins said Deborah Trusty has officially retired from the Library Director position and
24 Harrison Baker accepted the Interim Director for the time being. He said he does plan to open
25 recruitment for a Library Director soon. He said he is working with Mayor Cross to obtain
26 Congressional Directed Funds through the Federal Government for the Public Safety Building. He
27 said if the City were to receive any money, the funds would not be available until 2026-2027.
28 Councilor Silvia asked if there is any update on reducing the speed to 20 miles per hour on
29 Sturdevant Road. CM Wiggins responded he spoke with the Lincoln County Public Works
30 Director and noted there was discussion about transferring the highway/Sturdevant Road to the
31 City. He said their Public Works Director is in support of the transfer of the road. The Council
32 inquired if the City could request the County’s state mandated pedestrian and bike path dollars in
33 addition to the transfer so the City could include that with its maintenance to the road.
34

35 Councilor Burns enjoyed the meeting this evening and thanked Mayor Cross for the State of the
36 City address.
37

38 Councilor Strom said he attended the Wooden Boat Show meeting this week and noted there will
39 be 15-20 steamboats coming into town during the Wooden Boat Show.
40

41 Mayor Cross said he testified on a couple of bills, one of which could provide state assistance to
42 small cities who had developers that default on their System Development Charges. He said he
43 also participated in a multi-city request for funding. He said the request would go to the Olalla
44 Meadows affordable housing project. He said there was discussion in open session regarding truck
45 transportation.
46

1 **8. ADJOURNMENT**

2 The meeting adjourned at 8:50 p.m.

3

4 Approve:

Attest:

5

6

7

8 _____
Mayor Rod Cross

City Recorder Lisa Figueroa

DRAFT

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	June 26, 2024	Certify the results of the May 21, 2024 Primary election
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Recorder L. Figueroa	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to accept the certified results of the May 21, 2024 Primary Election.

Background:

The City Council submitted a bond levy measure to the voters of Toledo for the May 21, 2024 Primary Election. The voters approved the bond levy. Following an election, the Elections Officer must canvass the votes, which are accepted by the City Council in the form of a motion.

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

Attachment:

1. Lincoln County Clerk certified results

Official Abstract of Votes - May 21, 2024 Primary Election
 County of Lincoln - State of Oregon

Dated this 14th day of June, 2024

I certify that the votes recorded on this abstract correctly
 summarize the tally of votes at the election indicated



Amy A. Southwell, Lincoln County Clerk

	21-227 City of Toledo City of Toledo					21-224 Oregon Coast Community College Oregon Coast Community College District				
	VOTE FOR 1		Total Votes Cast	Overvotes	Undervotes	VOTE FOR 1		Total Votes Cast	Overvotes	Undervotes
Yes	No	Yes				No				
18 KERN						360	203	563	0	30
19 SCHOONER CREEK						426	213	639	0	36
20 DELAKE						530	258	788	0	48
21 OCEANLAKE						401	189	590	0	51
22 SUNSET WEST						592	300	892	0	32
23 SUNSET EAST						238	188	426	0	14
24 ROSE LODGE						141	117	258	0	18
25 BIG ELK						11	19	30	0	1
26 ELK CITY						11	21	32	0	1
27 FRUITVALE						179	187	366	0	20
28 EDDYVILLE						82	64	146	0	12
29 SILETZ						381	238	619	0	27
30 ROCK CREEK						87	39	126	1	3
31 EAST TOLEDO	209	111	320	0	10	319	229	548	0	19
32 SOUTH TOLEDO	282	145	427	0	20	259	172	431	0	16
Totals	491	256	747	0	30	10,065	5,518	15,583	2	665



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	June 26, 2024	Ordinance No. 1421 , an Ordinance continuing a two-year ban on psilocybin service centers, psilocybin product manufacturers, and the manufacture of psilocybin products Resolution No. 1557 , a resolution referring to the voters a measure proposing a temporary prohibition on psilocybin-related businesses and adopting a ballot title and explanatory statement
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Attorney M. Adams	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Council has three alternatives on how to proceed:

Option 1: Recommend first reading tonight, second reading and adoption of resolution on July 17th (but have option to adopt in one reading tonight if so choose):

(1) Refer additional 2-year moratorium to voters:

After all of the evidence and staff report presented in this public hearing, I make a motion to adopt (with specified changes, if any): **“Ordinance No. 1421, An Ordinance of the Toledo City Council continuing a ban on psilocybin service centers, psilocybin product manufacturers, and the manufacture of psilocybin products.”**

[I make a motion to bring the ordinance back on July 17th for a second reading] **OR**

[I make a motion, to adopt the ordinance, by reading title twice: (Re-read bold above)] **AND**
 [I make a motion to approve **“Resolution No. 1557, a resolution of the Toledo City Council referring to the voters of Toledo a measure proposing a temporary prohibition on psilocybin-related businesses and adopting a ballot title and explanatory statement.”**]

Option 2:

(2) Let current moratorium expire:

Direct staff to let the moratorium sunset, or terminate, on December 31, 2024, and to bring an ordinance back to the council approving the land use zones where psilocybin facilities will be allowed; or

Option 3:

(3) Refer permanent ban to voters:

Direct staff to bring an ordinance and resolution for the next general election that permanently bans psilocybin facilities.

Background:

In November 2020, Oregon voters approved Ballot Measure (BM) 109, known as the Oregon Psilocybin Services Act, codified in Oregon Revised Statutes (ORS), Chapter 475A, which allowed the licensure and regulation of the manufacturing, transportation, delivery, sale and purchase of psilocybin products and the

CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION

provision of psilocybin services. Psilocybin mushrooms are wild or cultivated mushrooms that contain psilocybin, a naturally occurring psychoactive and hallucinogenic compound. It is used in PTSD treatment.

ORS 474A.718 allows local governments to prohibit psilocybin-related businesses by referring an ordinance to the voters at a statewide general election. On November 8, 2022, voters in the City of Toledo approved a moratorium through December 31, 2024 (Measure 21-210, Yes votes, 744, No votes 648). The ordinance provided for a two-year ban, which sunsets, or terminates, on December 31, 2024.

Consistent with ORS 474A.718, this resolution adopts a ballot title and explanatory statement and refers an ordinance to voters. If approved by voters, as presented, the moratorium would continue for another 2 years, ending on December 31, 2026.

The Oregon Health Authority’s Oregon Administrative Rules (OAR’s), Division 333, for Psilocybin, are found at: <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=7102>.

Staff has complied with the City Charter, Chapter XI, Section 31, for the adoption of ordinances, but this is brought to you for a first reading tonight. If directed, will bring back for second reading on July 17th.

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

Attachment:

1. Ordinance No. 1421
2. Draft Resolution No. 1557

**CITY OF TOLEDO
ORDINANCE NO. 1421**

AN ORDINANCE OF THE TOLEDO CITY COUNCIL CONTINUING A TWO-YEAR BAN ON PSILOCYBIN SERVICE CENTERS, PSILOCYBIN PRODUCT MANUFACTURERS, AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act, which has been codified at Oregon Revised Statutes (ORS) Chapter 475A; and

WHEREAS, ORS 475A.235 provides that the Oregon Health Authority (OHA) will regulate the manufacturing, transportation, delivery, sale and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, on November 8, 2022, voters in the City of Toledo approved a moratorium on psilocybin facilities, by approving a two-year ban, which sunsets, or terminates, on December 31, 2024; and

WHEREAS, the OHA has since finished creating Oregon Administrative Rules (OAR), Division 333, to implement the state’s psilocybin regulatory program; and

WHEREAS, ORS 475A.718 provides that a city council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

WHEREAS, the Toledo City Council believes that prohibiting psilocybin product manufacturers and psilocybin service centers within the city’s jurisdictional boundaries will enable continued observation of the adoption and implementation of the state’s psilocybin licensing and regulatory program, which will allow the city to adopt reasonable time, place, and manner regulations on the operation of psilocybin facilities that is in the best interest of the health, safety and welfare of the people of Toledo; and

WHEREAS, the City Council seeks to refer to the voters of Toledo the question of whether to continue a ban on state-licensed psilocybin product manufacturers and psilocybin service centers within the city’s jurisdictional boundaries; and

WHEREAS, in compliance with the ORS Chapter 475A, the City of Toledo adopts this ordinance to refer it the voters at the next statewide general election; and

WHEREAS, these regulations are also adopted in furtherance and protection of the health, safety and welfare of the citizens of Toledo, including under the broad home rule authority of the City of Toledo in Chapter II, Section 5, of its municipal charter: “the Charter shall be liberally construed, so that, within the limits imposed by the charter or the constitution or the laws of the United States or the State of Oregon, the City has all powers necessary or convenient for conducting its affairs, including all powers that the City may now or hereafter assume under the

home rule provisions of the Oregon Constitution and the laws of the State of Oregon. The powers are continuing powers,” and

WHEREAS, the implementation of this ordinance is in the public interest and necessary for the peace, health, convenience, and safety of the inhabitants of the City of Toledo.

NOW THEREFORE, THE CITY OF TOLEDO ORDAINS AS FOLLOWS:

Section 1. **Prohibition.**

The establishment of psilocybin product manufacturers licensed under ORS 275A.290 and psilocybin service centers licensed under ORS 475A.305 is prohibited in the City of Toledo.

Section 2. **Referral.**

This ordinance is referred to the electors of the city of Toledo for approval at the next statewide general election on November 5, 2024.

Section 3. **Effective Date.**

This ordinance takes effect and becomes operative 30 days after the day on which it is approved by a majority of voters.

Section 4. **Sunset.**

This ordinance is repealed on December 31, 2026.

That this ordinance is hereby adopted by the Toledo City Council on this 26th, day of June, 2024.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Lisa Figueroa

**CITY OF TOLEDO
RESOLUTION NO. 1557**

A RESOLUTION OF THE TOLEDO CITY COUNCIL REFERRING TO THE VOTERS OF TOLEDO A MEASURE PROPOSING A TEMPORARY PROHIBITION ON PSILOCYBIN-RELATED BUSINESSES AND ADOPTING A BALLOT TITLE AND EXPLANATORY STATEMENT

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act, codified at Oregon Revised Statutes (ORS) Chapter 475A, which provides that the Oregon Health Authority (OHA) will regulate the manufacturing, transportation, delivery, sale and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, ORS 475A.718 allows local governments to prohibit psilocybin-related businesses by referring an ordinance to the voters at a statewide general election; and

WHEREAS, on November 8, 2022, voters in the City of Toledo approved a moratorium on psilocybin facilities, by approving a two-year ban, which sunsets, or terminates, on December 31, 2024; and

WHEREAS, the OHA has since finished creating Oregon Administrative Rules (OAR), Division 333, to implement the state’s psilocybin regulatory program; and

WHEREAS, the Toledo City Council voted to adopt for referral to the voters Ordinance No. 1421, to temporarily prohibit psilocybin-related businesses in Toledo in order to enable further observation of the continuing adoption of the state’s psilocybin regulatory program and to allow the city to consider reasonable time, place and manner regulations;

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

Section 1. The City Council refers to the November 5, 2024, election a ballot measure proposing a two-year prohibition on psilocybin-related businesses in Toledo.

Section 2. The City Council adopts the following ballot title for referral:

CAPTION:

Prohibits psilocybin-related businesses within Toledo for two years.

QUESTION:

Shall Toledo prohibit psilocybin-related businesses for two years?

SUMMARY:

State law allows for the manufacturing, transportation, delivery, sale and possession of psilocybin, the psychedelic drug found in certain mushrooms. State law provides that a local government may adopt an ordinance to be referred to the voters to prohibit the establishment of licensed psilocybin product manufacturers and/or psilocybin service centers. The Toledo City Council adopted an ordinance to refer to the voters that temporarily prohibits psilocybin-related businesses in Toledo for another two-years to enable the city to further observe the impacts of the state’s psilocybin regulatory program implementation before implementing local regulations.

Approval of the measure would prohibit the establishment of psilocybin product manufacturers and psilocybin service centers within the area subject to the jurisdiction of City of Toledo until December 31, 2026.

Section 3. The City Council adopts the following explanatory statement for the ballot measure:

EXPLANATORY STATEMENT

Approval of this measure would continue an additional a two-year prohibition on the establishment and operation of psilocybin product manufacturers and psilocybin service centers within the city of Toledo. Psilocybin is the psychedelic drug derived from certain mushrooms. Oregon voters legalized psilocybin through Ballot Measure 109 (2020), which directs the Oregon Health Authority (OHA) to develop a psilocybin licensing and regulatory program for the state by January 2, 2023. OHA’s psilocybin regulatory program is in early development, and the city would like to consider local regulations for psilocybin-related businesses once the impacts of OHA’s program are better known.

Ballot Measure 109 (2020) allows a local government to adopt an ordinance to be referred to the voters that prohibits the establishment of certain licensed psilocybin-related businesses. The Toledo City Council has adopted such an ordinance that temporarily prohibits psilocybin-related businesses to enable the city to consider local regulations once the impacts of the state psilocybin program has been observed further. If approved, this measure would prohibit psilocybin product manufacturers and psilocybin service centers within the City of Toledo until December 31, 2026.

The authority to impose a tax or fee on the manufacturing or sale of psilocybin products, or the provision of psilocybin services in Oregon is vested solely in the Legislative Assembly. Additionally, Measure 109 prohibits a city from adopting or enacting an ordinance imposing a tax or fee on psilocybin manufacturing or the provision of psilocybin services. Consequently, approval of this measure should not have any revenue impacts on the City.

-
- Section 4. The ballot title and explanatory statement adopted by this resolution shall be filed with the city elections officer. The city manager, city attorney and city elections officer are jointly and severally authorized and directed to take all necessary steps for and on behalf of the city to effectuate this resolution, in compliance with the applicable provisions of law, including providing public notice and submitting required materials to the county elections officer to cause the measure to appear on the ballot for the November 5, 2024, election and to otherwise carry out the intent and purpose of this resolution.
- Section 5. The city ordinance that is the subject of this referral is attached hereto and incorporated herein as Exhibit A.
- Section 6. 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 26th day of June, 2024.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Lisa Figueroa

**CITY OF TOLEDO
ORDINANCE NO. 1421**

AN ORDINANCE OF THE TOLEDO CITY COUNCIL CONTINUING A TWO-YEAR BAN ON PSILOCYBIN SERVICE CENTERS, PSILOCYBIN PRODUCT MANUFACTURERS, AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act, which has been codified at Oregon Revised Statutes (ORS) Chapter 475A; and

WHEREAS, ORS 475A.235 provides that the Oregon Health Authority (OHA) will regulate the manufacturing, transportation, delivery, sale and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, on November 8, 2022, voters in the City of Toledo approved a moratorium on psilocybin facilities, by approving a two-year ban, which sunsets, or terminates, on December 31, 2024; and

WHEREAS, the OHA has since finished creating Oregon Administrative Rules (OAR), Division 333, to implement the state’s psilocybin regulatory program; and

WHEREAS, ORS 475A.718 provides that a city council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

WHEREAS, the Toledo City Council believes that prohibiting psilocybin product manufacturers and psilocybin service centers within the city’s jurisdictional boundaries will enable continued observation of the adoption and implementation of the state’s psilocybin licensing and regulatory program, which will allow the city to adopt reasonable time, place, and manner regulations on the operation of psilocybin facilities that is in the best interest of the health, safety and welfare of the people of Toledo; and

WHEREAS, the City Council seeks to refer to the voters of Toledo the question of whether to continue a ban on state-licensed psilocybin product manufacturers and psilocybin service centers within the city’s jurisdictional boundaries; and

WHEREAS, in compliance with the ORS Chapter 475A, the City of Toledo adopts this ordinance to refer it the voters at the next statewide general election; and

WHEREAS, these regulations are also adopted in furtherance and protection of the health, safety and welfare of the citizens of Toledo, including under the broad home rule authority of the City of Toledo in Chapter II, Section 5, of its municipal charter: “the Charter shall be liberally construed, so that, within the limits imposed by the charter or the constitution or the laws of the United States or the State of Oregon, the City has all powers necessary or convenient for conducting its affairs, including all powers that the City may now or hereafter assume under the

home rule provisions of the Oregon Constitution and the laws of the State of Oregon. The powers are continuing powers,” and

WHEREAS, the implementation of this ordinance is in the public interest and necessary for the peace, health, convenience, and safety of the inhabitants of the City of Toledo.

NOW THEREFORE, THE CITY OF TOLEDO ORDAINS AS FOLLOWS:

Section 1. **Prohibition.**

The establishment of psilocybin product manufacturers licensed under ORS 275A.290 and psilocybin service centers licensed under ORS 475A.305 is prohibited in the City of Toledo.

Section 2. **Referral.**

This ordinance is referred to the electors of the city of Toledo for approval at the next statewide general election on November 5, 2024.

Section 3. **Effective Date.**

This ordinance takes effect and becomes operative 30 days after the day on which it is approved by a majority of voters.

Section 4. **Sunset.**

This ordinance is repealed on December 31, 2026.

That this ordinance is hereby adopted by the Toledo City Council on this 26th, day of June, 2024.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Lisa Figueroa

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	June 26, 2024	Street closure request for Art, Oysters and Brews August 3-4, 2024
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Recorder L. Figueroa	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to approve the street closure request for Art, Oysters & Brews on August 3-4.

Background:

ART Toledo is preparing for its Art, Oysters & Brews (AOB) event. This year, the event will be one weekend only (August 3-4) instead of the previous summer series. In partnership with the City, Art Toledo requests to close a portion of Main Street, proposed map attached.

Staff will notify business owners impacted by the street closure during the event. The time of the event will be 12:00 p.m. – 5:00 p.m. both days.

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

Attachment:

1. Map of Main Street proposed closure



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	June 26, 2024	Ordinance No. 1422, an ordinance granting a non-exclusive telecommunication franchise to Astound Broadband and repealing Ordinance No. 1374
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Attorney M. Adams	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Based on testimony and evidence received in this public hearing, I make a motion to adopt (with specified changes, if any): **“Ordinance No. 1422, An Ordinance of the Toledo City Council granting a non-exclusive telecommunication franchise to Astound Broadband, fixing terms, conditions and compensation of such franchise, repealing Ordinance No. 1374 and declaring an emergency.”**

I make a second motion, to adopt, by reading title twice: (Re-read bold above).

Background:

Ordinance No. 1322, approved Oct 1, 2008, granted a non-exclusive telecommunication franchise to CoastCom, Inc (“CoastCom”). Ord No. 1374, approved September 12, 2016, granted another franchise, increasing the revenue a total of 2%, which was also not codified in any particular section of the code. Ord. No 1380, also adopted September 12, 2016, gave consent to the assignment of the franchise from CoastCom to Astound Broadband, LLC (“Astound”). This Ordinance renews a non-exclusive franchise with Astound for another 5 year term.

In 1996, the federal government enacted the Federal Telecommunications Act of 1996, 47 U.S.C. 151 *et seq.* (the Telecom Act). In addition to the Telecom Act, ORS 221.515 establishes a limit (7% cap) on the city’s authority to collect a privilege tax from certain telecommunication providers. It is based on gross revenue of exchange access services as provided in ORS 401.710. All other services, based on recent case law, should be at the cost for Astound to perform them (a marginal cost, not full market value). After consultation with our IT Director, flexibility has been built-in to allow a separate “trunk” to service the new Police Department/Dispatch, separate from the existing system, or integrate with our existing “trunk” at the Fire Station. Additionally, Astound is agreeing to upgrade the Fire Station to from 100 Mbps up/down to 1 Gbps at no cost. Staff has complied with the City Charter, Chapter XI, Section 31, for the adoption of ordinances.

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

Attachment:

1. Ordinance No. 1422

**CITY OF TOLEDO
ORDINANCE NO. 1422**

AN ORDINANCE OF THE TOLEDO CITY COUNCIL GRANTING A NON-EXCLUSIVE TELECOMMUNICATION FRANCHISE TO ASTOUND BROADBAND, FIXING TERMS, CONDITIONS AND COMPENSATION OF SUCH FRANCHISE, REPEALING ORDINANCE NO. 1374 AND DECLARING AN EMERGENCY

WHEREAS, Astound Broadband, LLC, an active foreign Limited Liability Company is engaged in the business of providing telecommunications services in the City of Toledo and other areas; and

WHEREAS, the Toledo City Council previously granted to CoastCom, Inc., an Oregon Domestic Business Corporation, a franchise as set forth in Ordinance No. 1322, dated December 17, 2008, to own and operate a telecommunications system in Toledo, Oregon; and

WHEREAS, Ordinance No. 1322, not codified in any particular section of the Toledo Municipal Code, was repealed by Ordinance No. 1374, dated September 7, 2016, which granted another franchise agreement; and

WHEREAS, the Toledo City Council approved the assignment of this non-exclusive telecommunications franchise from CoastCom, Inc., to Astound Broadband, LLC, after an Asset Purchase Agreement was executed by the two parties, as set forth in Resolution No. 1380, dated September 12, 2016; and

WHEREAS, the five (5) year term of the existing franchise granted in Ordinance No. 1374, dated September 7, 2016, has expired, but is still controlling until another franchise agreement has been approved; and

WHEREAS, the City has the power to grant a franchise by virtue of its Charter subject to state and federal statutory authority; and

WHEREAS, the City now wishes to alter, amend or otherwise modify the franchise agreement that has expired.

NOW THEREFORE, THE CITY OF TOLEDO ORDAINS AS FOLLOWS:

Section 1. Ordinance No. 1374 is hereby repealed in its entirety.

Section 2. Sections 3 through 29 of this Ordinance are added to and made a part of the Toledo Municipal Code, but are not codified in any particular section of the Toledo Municipal Code.

Section 3. Definitions and Explanations

- (1) As used in this ordinance:
 - a) "**City**" means the City of Toledo and the areas within its boundaries, including its boundaries as extended or otherwise modified in the future.
 - b) "**Council**" means the legislative body of the City.
 - c) "**Data**" means the information transmitted via Telecommunication.
 - d) "**Entity**" means any corporation, non-profit corporation, limited liability company, partnership, family limited partnership, association, or any other type of business entity doing business in the City.
 - e) "**Grantee**" means Astound Broadband, LLC, an active foreign Limited Liability Company.
 - f) "**Gross Revenue**" means the revenue of the Grantee in whatever form received from all sources in connection with providing Telecommunication services to subscribers and customers in the City, including, but not limited to: (i) revenue from installation fees, equipment fees and other fees directly related to the provision of Telecommunication services to subscribers and customers in the City through Grantee's Telecommunications Facilities located in the Rights of Way in the City, and (ii) revenue from the sale or lease of wire, cable, facility, pole, duct, conduit or similar transmission equipment of the Grantee located in the Rights of Way in the City. "Gross revenues" do not include (1) proceeds from the sale of bonds, mortgage or other evidence of indebtedness, or securities or stocks, (ii) any revenues that are exempt from franchise fees under federal or state law, (iii) taxes, fees or assessments collected by Grantee for pass-through to a government agency, including, without limitation state or federal universal service charges, 911 taxes or surcharges, or annual fees paid to the Oregon Public Utility Commission; (iv) revenue received from the provision of wholesale Telecommunications services, (v) bad debt, except to the extent recovered by Grantee in a subsequent period, or (vi) any amounts received from federal, state or local governments.
 - g) "**Person**" means a natural person, whether he or she is acting for himself or herself, or as the employee or agent of another.
 - h) "**Public place**" includes any city-owned park, place or grounds within the City that is open to the public but does not include a right of way.
 - i) "**Right of way**" includes a street, alley, avenue, road, boulevard, thoroughfare bridge or public highway within the City, but does not include a public place.
 - j) "**Telecommunication**" shall have the definition set forth in federal law and includes the transmission of data over and through any media capable to carrying the data and includes fiber and copper media.
 - k) "**Telecommunication Services**" does not include the one-way

transmission of video or other programming to subscribers.

- l) **"Telecommunication Facility"** means all wires, cables, conduits, poles, equipment, appliances and associated structures used by Grantee in conducting its Telecommunication business.
- m) **"Transmission"** means forwarding of a signal that carries data.

- (2) As used in this ordinance, the singular number may include the plural and the plural number may include the singular.

Section 4. Rights Granted

Subject to the conditions and reservations contained in this ordinance, the City hereby grants to Grantee the right, privilege and franchise to:

- (1) Construct, maintain and operate only a Telecommunication Facility within the City.
- (2) Install, maintain and operate only a Telecommunication Facility within the City. Telecommunication Facilities for the transmission and distribution of data to the City, its inhabitants and other customers; and
- (3) Transmit and distribute data and sell Telecommunication Services.

Section 5. Scope of Services Provided

If, in the future, Grantee intends to deliver services other than Telecommunication Services, Grantee will notify City at least 90 days in advance of delivery of such services, and a separate agreement will be negotiated. Nothing in this agreement shall restrict the City from imposing any franchise fees, license fees or related charges for services not covered by this franchise agreement.

Section 6. Use of Right of Way by Grantee

- (1) Before the Grantee may use or occupy any right of way, the Grantee shall first obtain permission from the City to do so and shall comply with any special conditions the City desires to impose on such use or occupation.
- (2) The compensation paid by the Grantee for this franchise includes all compensation for the use of rights of way located within the City as authorized. However, this subsection shall not be construed to prevent the City from requiring the grantee to pay charges as provided in Section 16 of this ordinance.
- (3) The City shall administer the rights of way and this Franchise in a competitively neutral and non-discriminatory manner consistent with the requirements of Section 253 of the Communications Act, 47 U.S.C. § 253.

Section 7. Duration

This franchise is granted for a period of five (5) years from and after the effective date of this ordinance, unless sooner terminated as provided in this ordinance. At the end of the franchise term, if the City and Grantee are negotiating another franchise and have not concluded their negotiations,

Grantee's rights and responsibilities shall be controlled by this franchise until the City grants a new franchise and Grantee accepts it.

Section 8. Franchise Not Exclusive

This franchise is not exclusive, and shall not be construed as a limitation on the City in:

- (1) Granting rights, privileges and authority to other person or entity similar to or different from those granted by this ordinance.
- (2) Constructing, installing, maintaining or operating any City-owned Telecommunications Facility.

Section 9. Public Works and Improvements Not Affected by Franchise

The City reserves the right to:

- (1) Construct, install, maintain and operate any public improvement, work or facility.
- (2) Do any work that the City may find desirable on, over or under any right of way or public place.
- (3) Vacate, alter or close any right of way or public place, provided that the City shall make available to Grantee an alternative right of way for the location of its facilities, if an alternative right of way is necessary.
- (4) Control or prevent the use of any public place by grantee and required payment of additional compensation for use of the public place at a reasonable amount.
- (6) Whenever the City shall excavate or perform any work in any of the present and future rights of way and public places of the City, or shall contract for such excavation or work where such excavation or work may disturb Grantee's Telecommunication Facilities, the City shall notify one-call utility notification service sufficiently in advance of such contemplated excavation or work to enable Grantee to take such measures as may be deemed necessary to protect such Telecommunication Facilities from damage and possible inconvenience or injury to the public. In such case, the Grantee, upon request, shall furnish maps or drawings to the City or contractor, as the case may be, showing the approximate location of all its structures in the area involved in such proposed excavation or other work.
- (7) Whenever the City shall vacate any right of way or public place for the convenience; or benefit of any person or entity or governmental agency or instrumentality Grantee's right under this franchise shall be preserved as to any of its facilities then existing in such right of way or public place.
- (8) The City shall have the right to require Grantee to change the location of any telecommunication facility within the right of way when the public convenience requires such change; and the expense thereof shall be paid by Grantee. Should Grantee fail to remove or relocate any such facility prior the date established by the City, the City may effect such removal or relocation, and the expense thereof shall be paid by the Grantee, including all costs and expenses incurred by the City due to Grantee's

delay. If the City requires Grantee to relocate its telecommunication facility located within the City, the City will make a reasonable effort to provide Grantee with an alternate location for its facility within the right of way. City shall give Grantee written notice to relocate its facility at least three months prior to the date established by the City as the deadline for relocation.

- (9) Grantee shall make a reasonable effort to be listed with the Oregon Utility Notification Center.

Section 10. Continuous Service

The Grantee shall maintain and operate an adequate system for Telecommunication services in the City. The Grantee shall use due diligence to maintain continuous and uninterrupted 24-hour a day service which shall at all times conform at least to the standards common in the business and to the standards adopted by state authorities and to standards of the City which are not in conflict with those adopted by the state authorities. Under no circumstances shall the Grantee be liable for an interruption or failure of service caused by an act of God, unavoidable accident or other circumstances beyond the control of the Grantee through no fault of its own.

Section 11. Safety Standards and work Specifications

- (1) The facilities of the Grantee shall at all times be maintained in a safe, substantial and workmanlike manner.
- (2) For the purpose of carrying out the provisions of this section, the City may provide such specifications relating thereto as may be necessary or convenient for public safety or the orderly development of the City. The City may amend and add to such specifications from time to time.

Section 12. Control of Construction

- (1) New telecommunication facilities shall be installed underground unless grantee uses existing above-ground facilities including existing utility poles. Grantee shall not excavate any area within any right of way without the approval of the City and coordination with other users of rights of way. Grantee's use of the right of way and all construction by Grantee shall be subject to and shall comply with the standard specifications and special provisions of the City and all other applicable federal, state, and local laws and regulations. No work affecting the right of way shall be done by the grantee without obtaining the permits required by the City, which may include plan submittal, approval and payment of fees before work begins.
- (2) Upon completion of construction of any facility or any modification, Grantee shall promptly furnish City with 2 sets of "as built" plans showing the exact location and construction details of the new facility. Grantee shall provide City with as built plans for any facility of Grantee in the right of way within the City not previously provided.

Section 13. Right of Way Excavations and Restorations

- (1) Subject to the provisions of this ordinance, the Grantee may make necessary excavations for the purpose of constructing, installing, maintaining and operating its facilities. Except in emergencies, and in the performance of routine service connections and ordinary maintenance, prior to making an excavation in the traveled portion of any right of way and, when required by the City, in any untraveled portion of any right of way, the Grantee shall obtain from the City approval of the proposed excavation and of its location. Grantee shall give notice to the City by telephone, electronic data transmittal or other appropriate means prior to the commencement of service or maintenance work and as soon as is practicable after the commencement of work performed under emergency conditions.
- (2) When any excavation is made by the Grantee, the Grantee shall promptly restore the affected portion of the right of way or public place to the same condition in which it was prior to the excavation. The restoration shall be in compliance with specifications, requirements and regulations of the City in effect at the time of such restoration. If the Grantee fails to restore promptly the affected portion of a right of way or public place to the same condition in which it was prior to the excavation, upon 15 days written notice to the Grantee, the City may make the restoration, and Grantee shall be responsible for paying the cost of such restoration, including the City's cost of inspection, supervision and administration.

Section 14. Location and Relocation of Facilities

- (1) All facilities of the Grantee shall be placed so that they do not interfere unreasonably with the use by the City and the public of the rights of way and public places and in accordance with any specifications adopted by the City governing the location of facilities.
- (2) The City may require, in the public interest, the removal or relocation of facilities maintained by the Grantee in the rights of way and public places of the City, and the Grantee shall remove and relocate such facilities within a reasonable time after receiving notice so to do from the City. The City shall provide the Grantee with timely notice of any anticipated requirement to remove or relocate its facilities. The cost of such removal or relocation of its facilities shall be paid by the Grantee provided that Grantee shall be entitled to an equal share of any cost reimbursement if and to the extent the City makes such reimbursement to any other Party affected by such removal or relocation. When a removal or relocation is required for the convenience or benefit of any person, entity, governmental agency or instrumentality other than the City, Grantee may refuse to accomplish such removal or relocation unless such party agrees to pay the reasonable cost thereof.

Section 15.

Emergency Repair Service

Grantee shall maintain emergency repair service available on a 24-hour a day basis. Such emergency service shall be easily reachable by telephone during normal business hours and through answering service at all other times.

Section 16. Compensation

- (1) As partial compensation for the franchise granted by this ordinance, the Grantee shall pay to the City an amount equal to seven percent (7%) of the Gross Revenue collected the Grantee from its customers for Telecommunications Services provided within the City. Additionally, as partial compensation for the franchise granted by this ordinance Grantee will provide 1 Gbps, burstable/uncapped, dedicated Internet service on a 1Gbps port to the Toledo Fire Department at 285 NE Burgess Rd, Toledo, OR at no cost to the City. Additionally, upon written request of the City, Grantee will provide the same service and port to the new Police Station/Dispatch Center, which will act as an Emergency Operations Center, at 222 NE Highway 20, Toledo OR. The City will be responsible for paying the Grantee for its construction costs to the Police location. In addition, the Grantee will provide the same 1 Gbps dedicated Internet service at a discounted monthly recurring rate of \$300 payable by the City.
- (2) Notwithstanding the services described in this subsection (1) above, in the event that the City desires additional services from Grantee, Grantee may provide telecommunications or other services to the City in lieu of all or a portion of the payments required under this Section. Any agreement for the provision of such services will be as mutually agreed by the parties in separate documentation. The offset value of any such services provided to the City will be determined, not based on the “fair market value” of providing substantially similar services, but instead a lesser marginal costs valuation, using the value based on what is the cost Grantee to provide them.
- (2) Grantee shall make quarterly payments to the City on or before the 15th day of each January, April, July, and October for the immediately preceding quarter. Grantee shall pay a pro rata fee for the last annual payment to the date of termination in addition to any other sums due the City and shall make such payment within 30 days of termination.
- (3) The Grantee shall furnish to the City with each payment of compensation required by this section a sworn statement showing the amount of gross revenue of the Grantee within the City for the period covered by the payment computed on the basis set out in subsection (1) of this section. The compensation for the period covered by the statement shall be computed on the basis of the gross revenue so reported. If the Grantee fails to pay the entire amount of compensation due to the City through error or otherwise, the difference due to the City shall be paid by the Grantee within fifteen (15) days from discovery of the error or determination of the correct amount. If the City institutes

any collection action for recovery of any payment due under this agreement or for the breach of any provision of this agreement, Grantee agrees to pay all costs in connection with collection, suit, and appeal, including reasonable attorney fees. Any overpayment to the City through error or otherwise, shall be offset against the next payment due from the Grantee.

- (4) Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this franchise occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City.

Section 17. Permit and Inspection Fees

Nothing in this ordinance shall be construed to limit the right of the City to require the Grantee to pay reasonable charges imposed by the City in connection with issuing a permit, making an inspection or performing any other service, including projects in public places, for or in connection with the Grantee and its facilities, whether pursuant to this ordinance or any other ordinance or resolution now in effect or adopted by the City in the future, as long as these fees apply to all persons or entities alike.

Section 18. Payment of Franchise Fee

The payment of the franchise fee shall be in addition to, not in lieu of, any local business license tax, or other taxes and permit fees, in each case as may be permitted by state and federal law, not within the scope of this franchise agreement.

Section 19. Books of Account and Reports

The Grantee shall keep accurate books of account for the purpose of determining the amounts due to the City under section 16 of this ordinance. The City may inspect the books of account at any time during business hours and may audit the books from time to time. Grantee shall reimburse City for the reasonable costs of such audit if the audit discloses that Grantee has paid 95% or less of the fee owing for the period of the audit. The Council may require periodic reports from the Grantee relating to its operations and revenues within the City.

Section 20. Supplying Maps Upon Request

The Grantee shall maintain on file maps and operational data pertaining to its operations in the City. Upon reasonable notice, an authorized representative of the City may inspect the maps and data any time during business hours at an office of the Grantee.

Section 21. Indemnity

- (1) The Grantee shall indemnify and hold harmless the City and its officers,

boards, agents and employees from any and all loss, cost and expense, including court costs and attorney fees, whether at trial or on appeal, arising from third party claims for damage to property and /or injury to, or death of, persons due to any wrongful or negligent act or omission of the Grantee, its agents or employees in exercising the rights, privileges and franchise hereby granted.

- (2) In any situation in which the City is found legally liable to Grantee for damage to Grantee's facilities, City's liability shall be limited to the cost of repair or replacement of the damaged facilities, whichever is less. City shall not be liable to Grantee for lost revenue, lost profits, incidental or consequential damages or claims of third parties arising from damage to Grantee's facilities. Grantee covenants that it will not assert any claim against the City for any liability, loss, or damage excluded under this section.

Section 22. Assignment of Franchise

This franchise shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the Grantee; but no transfer of this franchise by merger, consolidation, sale, assignment or otherwise shall be made unless the Council first consents by resolution; provided, however, Grantee may freely assign this Franchise to an affiliate without prior written notice as part of any corporate financing, reorganization or refinancing or to any Person that purchases all or substantially all of the assets or ownership interests of Grantee or its parent company.

Section 23. Reservation of Statutory Authority: Incorporation of Charter Provisions

The City reserves the right to exercise, with regard to this franchise and the Grantee, all authority now or hereafter granted to the City by Federal law or State statutes. All rights of the City under the City Charter are reserved to the City and provisions of the City Charter applicable hereto are incorporated by reference and made part of the franchise.

Section 24. Termination of Franchise for Cause

The City may terminate this franchise provided in this Section, subject to Grantee's right to a court review of the reasonableness of such action, upon the willful failure of the Grantee to perform promptly and completely each and every material term, condition or obligation imposed upon it under or pursuant to this ordinance. The City shall provide the Grantee written notice of any such failure and the Grantee shall have sixty (60) days from receipt of notice to cure such failure, or if such failure cannot reasonably be cured within sixty (60) days, to commence and diligently pursue curing such failure.

Section 25. Notification

Whenever any notice is given pursuant to this ordinance, it shall be effective on the date it is sent in writing by registered or certified mail, addressed as follows:

To the City:

City Manager
City of Toledo
P.O. Box 220
Toledo, OR 97391

To Grantee:

Astound Broadband, LLC
Attention – Joseph Kahl, VP Corporate Regulatory & Government Affairs
650 College Road East, Suite 3100
Princeton, NJ 08540

Section 26. Remedies Not Exclusive, When Required Waived

All remedies and penalties under this ordinance, including termination of the franchise, are cumulative, and the recovery or enforcement of one is not a bar to the recovery or enforcement of any other such remedy of penalty. The remedies and penalties contained in this ordinance, including termination of the franchise, are not exclusive and the City reserves the right to enforce the penal provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach or any term, condition or obligation imposed upon the Grantee by or pursuant to this ordinance. A special waiver of a particular breach of any term, condition or obligation imposed upon the Grantee by or pursuant to this ordinance shall not be waiver of any other or subsequent or future breach of the same or of any other term, condition or obligation, or a waiver of the term, condition or obligation itself.

Section 27. Severability

If any section, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional, the invalidity shall not affect the validity of the ordinance or any of the remaining portions. The invalidity of any portion of this ordinance shall not abate, reduce or otherwise affect any consideration or other obligation required of the Grantee.

Section 28. Acceptance

The Grantee shall, within thirty (30) days from the date this ordinance takes effect, file with the City its written unconditional acceptance of this franchise, and if the Grantee fails so to do, this ordinance shall be void.

Section 29. Effective Date

This Ordinance being necessary for the immediate preservation of the public

peace, health and safety, an emergency is declared to exist and this Ordinance shall take effect upon its passage.

This Ordinance adopted by the Toledo City Council this 26th day of June, 2024.

APPROVED:

ATTEST:

Mayor Rod Cross

City Recorder Lisa Figueroa

ACCEPTANCE OF ORDINANCE NO. _____

Astound Broadband, LLC herby unconditionally accepts City of Toledo Ordinance No. _____ and all terms, provisions and conditions contained in the ordinance entitled:

AN ORDINANCE REPEALING ORDINANCE 1374, AND GRANTING A NON-EXCLUSIVE TELECOMMUNICATION FRANCHISE TO ASTOUND BROADBAND, LLC AND FIXING TERMS, CONDITIONS AND COMPENSATION OF SUCH FRANCHISE; AND, DECLARING AN EMERGENCY.

By unanimous consent, the City Council of the City of Toledo approved reading all ordinances by title only, and by unanimous vote of all members of the City Council present, adopted Ordinance No. ____ at a regularly scheduled meeting on the ____ day of _____, 2024.

ACCEPTED this ____ day of _____, 2024.

Astound Broadband, LLC

By: _____

Its: _____

Attest: _____

I, Lisa Figueroa, City Recorder for the City of Toledo, do herby certify that the original of this acceptance of City of Toledo Ordinance No. 1422 was filed in my office on the ____ day of _____, 2024.

Lisa Figueroa

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	June 26, 2024	Resolution No. 1558, a resolution authorizing the issuance and sale of one or more series of general obligation bonds in the aggregate principal amount not to exceed \$2,650,000
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager Doug Wiggins	CA Mike Adams	City Manager Doug Wiggins

Recommendation:

Motion to adopt Resolution No. 1558, a resolution of the Toledo City Council authorizing the issuance and sale of one or more series of general obligation bonds in the aggregate principal amount not to exceed \$2,650,000; designating an authorized representative, bond counsel and underwriter/placement agent; authorizing appointment of a paying agent and bond registrar, execution of a bond purchase agreement, publishing of a notice, and related matters

Background:

In May, the voters approved the City to obtain a bond for the Ammons water tank and supported equipment not to exceed \$2,650,000. The plan is to close on the bond around the first of 2025 and taxes to begin collection in the 2025-2026 fiscal year in preparation of the first payment. The project can then be started and we will have three years to complete. It is estimated interest rates should come in below 6%. Market right now is hovering around 4%-4.5% for these bonds. It is a 21 year bond and will be sold for no less than 98% par value. Markets right now are bringing premiums and some are seeing bonds selling for full par value.

Upon passing resolution we will have 15 days to advertise our intent with the resolution to which bond council will prepare our public notice. Our bond rating as of today is A+, but will be rerated prior to bond issuance. It is expected we will hold the same rating.

Fiscal Impact:	Fiscal Year:	GL Number:
\$2,650,000	2024-2025	N/A

Attachment:

1. Resolution No. 1558

**CITY OF TOLEDO
RESOLUTION NO. 1558**

A RESOLUTION OF THE TOLEDO CITY COUNCIL AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,650,000; DESIGNATING AN AUTHORIZED REPRESENTATIVE, BOND COUNSEL AND UNDERWRITER/ PLACEMENT AGENT; AUTHORIZING APPOINTMENT OF A PAYING AGENT AND BOND REGISTRAR, EXECUTION OF A BOND PURCHASE AGREEMENT, PUBLISHING OF A NOTICE, AND RELATED MATTERS

WHEREAS, the City Council of the City of Toledo, Lincoln County, Oregon (the “City”) submitted to the voters of the City at an election on May 21, 2024, Measure 21-227 which sought the authorization to contract a general obligation bonded indebtedness in an amount not to exceed \$2,650,000 to finance capital costs and pay the costs of issuance of the bonds; and

WHEREAS, a majority of the voters of the City voting on Measure 21-227 approved of the issuance of the general obligation bonded indebtedness; and

WHEREAS, the City now desires to proceed with the issuance of general obligation bonds under the authorization of Measure 21-227 in an amount not to exceed \$2,650,000.

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

Section 1. Issuance of Bonds. The City Council of the City authorizes the issuance and sale of general obligation bonds in the aggregate principal amount not to exceed \$2,650,000 (the “Bonds”), under the authority of Measure 21-227.

The Bonds shall be issued as negotiable general obligation bonds of the City for a term not to exceed 21 years from date of issuance and may be issued in one or more series as determined by the Authorized Representative. The Bonds shall bear interest at a true interest cost not to exceed 6.0% and shall be sold at not less than 98% of par value, disregarding any original issue discount. The City authorizes the City Manager, Finance Director, City Attorney, or Mayor (the “Authorized Representative”), any of them, or their designee, acting individually, to designate the principal amount, dated date, interest rates, maturity dates, bond structure, optional redemption dates and premiums, if any, principal serial maturities, term bond maturity or maturities, with or without premium or discount, denominations, interest payment dates, applicable discount or premium, whether to issue the bonds as taxable and/or tax-exempt bonds, obtain bond insurance or some other form of guaranty or security for the payment of the Bonds, obtain one or more ratings for the Bonds and such other provisions as are deemed necessary and desirable for the sale and issuance of the Bonds.

Section 2. Title and Execution of the Bonds. The Bonds shall be entitled “City of Toledo, Lincoln County, Oregon, General Obligation Bonds, Series 2024,” or such other name approved by the Authorized Representative, and shall bear the manual or facsimile signature of the Mayor of the City and the manual or facsimile signature of the City Recorder. As determined by the Authorized Representative, the Bonds shall be initially issued in book-entry form as a single, typewritten bond for each maturity and issued in the registered name of the nominee of The Depository Trust Company or registered in the name of the purchaser. The Bonds will be issued without certificates being made available to the owners.

Section 3. Book-Entry-Only System. If the book-entry only system is utilized, ownership of the Bonds shall be recorded through entries on the books of banks and broker-dealer participants and correspondents that are related to entries on The Depository Trust Company book-entry-only system. The Bonds shall be initially issued in the form of a separate single fully registered type-written bond for each maturity of the Bonds (the “Global Certificates”). Each Global Certificate shall be registered in the name of Cede & Co. as nominee (the “Nominee”) of The Depository Trust Company (the “Depository”) as the “Registered Owner”, and such Global Certificates shall be lodged with the Depository until redemption or maturity of the bond issue. The Paying Agent shall remit payment for the maturing principal and interest on the Bonds to the Registered Owner for distribution by the Nominee for the benefit of the bondholder (the “Beneficial Owner” or “Record Owner”) by recorded entry on the books of the Depository participants and correspondents. While the Bonds are in book-entry-only form, the Bonds will be available in denominations of \$5,000 or any integral multiple thereof.

The Authorized Representative shall file with the Depository a Letter of Representation to induce the Depository to accept the Bonds as eligible for deposit at the Depository. The City’s financial advisor or underwriter/placement agent for the Bonds is authorized to provide the Depository with the Preliminary Official Statement, together with the Depository’s eligibility questionnaire.

The Letter of Representation and the providing to the Depository of the Preliminary Official Statement and the underwriting questionnaire shall not in any way impose upon the City any obligation whatsoever with respect to persons having interests in the Bonds other than the Registered Owners of the Bonds as shown on the registration books maintained by the Paying Agent and Bond Registrar. The Paying Agent and Bond Registrar, in writing, shall accept the book-entry-only system and shall agree to take all action necessary to at all times comply with the Depository’s operational arrangements for the book-entry-only system. The Authorized Representative may take all other action to qualify the Bonds for the Depository’s book-entry-only system.

In the event the Depository determines not to continue to act as securities depository for the Bonds, or the City determines that the Depository shall no longer so act, then the City will discontinue the book-entry-only system with the Depository. If

the City fails to identify another qualified securities depository to replace the Depository, the Bonds shall no longer be a book-entry-only issue but shall be registered in the registration books maintained by the Paying Agent and Bond Registrar in the name of the Beneficial Owner as appearing on the registration books of the Paying Agent and Bond Registrar and thereafter in the name or names of the bondholder transferring or exchanging Bonds in accordance with the provisions of Section 4 herein.

With respect to Bonds registered in the registration books maintained by the Paying Agent and Bond Registrar in the name of the Nominee of the Depository, the City, and the Paying Agent and Bond Registrar shall have no responsibility or obligation to any participant or correspondent of the Depository or to any Beneficial Owner on behalf of which such participants or correspondents act as agent for the Registered Owner with respect to:

- (i) the accuracy of the records of the Depository, the Nominee or any participant or correspondent with respect to any ownership interest in the Bonds,
- (ii) the delivery to any participant or correspondent or any other person, other than a Registered Owner as shown in the registration books maintained by the Paying Agent and Bond Registrar, of any notice with respect to the Bonds, including any notice of redemption,
- (iii) the selection by the Depository of the beneficial interest in Bonds to be redeemed in the event the City redeems the Bonds in part, or
- (iv) the payment to any participant, correspondent or any other person other than the Registered Owner of the Bonds as shown in the registration books maintained by the Paying Agent and Bond Registrar, of any amount with respect to principal or interest on the Bonds. Notwithstanding the book-entry-only system, the City may treat and consider the Registered Owner in whose name each Bond is registered in the registration books maintained by the Paying Agent and Bond Registrar as the Registered Owner and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, or for the purpose of giving notices of redemption and other matters with respect to such Bond, or for the purpose of registering transfers with respect to such Bond, or for all other purposes whatsoever. The City shall pay or cause to be paid all principal of and interest on the Bonds only to or upon the order of the Registered Owner, as shown in the registration books maintained by the Paying Agent and Bond Registrar, or their representative attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligation with respect to payment thereof to the extent of the sum or sums so paid.

Upon delivery by the Depository to the City and to the Registered Owner of a Bond of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee then the word “Nominee” in this Resolution shall refer to such new nominee of the Depository, and upon receipt of such notice, the City shall promptly deliver a copy thereof to the Paying Agent and Bond Registrar.

Section 4. Transfer of Bonds. If the book-entry system is not utilized, the Bonds will be issued in certificate form. In such a case, the Bonds are transferable, or subject to exchange, for fully registered Bonds in the denomination of \$5,000 each or integral multiples thereof by the owner thereof in person, or by the owner’s attorney, duly authorized in writing, at the office of the Bond Registrar or the City, as determined by the Authorized Representative. The Bond Registrar shall maintain a record of the names and addresses of the owners of the Bonds. The records of the registered bond ownership are not public records within the meaning of Oregon Revised Statutes 192.410(4).

All bonds issued upon transfer of or in exchange for Bonds shall be valid general obligations of the City evidencing the same debt and shall be entitled to the same benefits as the Bonds surrendered for such exchange or transfer. All fees, expenses and charges of the Paying Agent and Bond Registrar shall be payable by the City. The Bond Registrar shall not be required to transfer or exchange any Bond after the close of business on the record date as determined by the Authorized Representative or transfer or exchange any Bond called or being called for redemption.

Section 5. Printing Bonds. If the Bonds are not in book-entry form, then the Authorized Representative is authorized to contract for the printing of the Bonds. The Authorized Representative may provide for the printing of, in addition to the original issue of Bonds, if any, additional bonds to be printed in blank form as to registration and to be designated by appropriate number for the Bond Registrar for delivery to the owner upon transfer or exchange of Bonds. The additional bonds shall bear the dated date of the Bonds, shall be signed by the manual or facsimile signature of the Mayor and shall be attested by the manual or facsimile signature of the City Recorder and the Paying Agent and Bond Registrar shall manually sign the Certificate of Authentication as of the date of delivery or transfer of the Bonds.

Section 6. Sale of Bonds. The Bonds may be sold through a competitive sale or negotiated sale or private placement pursuant to ORS 287A.300 as determined by the Authorized Representative. The Authorized Representative shall determine the requirements for the sale of the Bonds, subject to the provisions of this Resolution, that provide the most advantageous terms to the City. The Authorized Representative is authorized to negotiate and execute a term sheet, commitment letter, purchase agreement or placement agreement in the case of a negotiated sale or private placement, and determine the terms of the notice of sale in the case of a competitive sale, setting forth the terms of the sale of the Bonds.

- Section 7. Payment of Bonds. If the book-entry system is not utilized, the principal of the Bonds shall be payable upon presentation of the Bonds at maturity at the designated corporate trust office of the appointed Paying Agent. Payment of each installment of interest due each year shall be made by wire, check or draft of the Paying Agent mailed on each interest payment date to the owner thereof whose name and address appears on the registration books of the City maintained by the Paying Agent as of the close of business on the record date as determined by the Authorized Representative.
- Section 8. Form of Bonds. The Bonds shall be issued substantially in the form approved by the Authorized Representative and Bond Counsel.
- Section 9. Appointment of Paying Agent and Registrar. The Authorized Representative is authorized to designate a Paying Agent and Bond Registrar for the Bonds and to negotiate and execute on behalf of the City a Paying Agent and Registrar Agreement. In addition, the City requests and authorizes the Paying Agent and Registrar to execute the Certificate of Authentication as of the date of delivery of the Bonds.
- Section 10. Tax Levy and Pledge. The Bonds shall be a general obligation of the City. The full faith and credit of the City is pledged to the Owners of all such Bonds for the payment of the principal and interest on such Bonds when due. The City shall levy annually, as provided by law, a direct ad valorem tax upon all of the taxable property within the City in sufficient amount, without limitation, to pay the principal of and interest on all such Bonds promptly as they become due and payable. The City covenants with the Owners of all such Bonds to pledge such ad valorem taxes in sufficient amount to pay the principal of and interest on all such Bonds as they respectively become due and payable. Pursuant to ORS 310.145, the City hereby classifies the tax levy described in this section to be taxes imposed to pay the principal and interest on exempt bonded indebtedness and such taxes are not subject to the limits of sections 11 or 11b, Article XI of the Oregon Constitution. The City shall give notice of the classification of the tax levy as provided in ORS 305.583(9)(a) and (10).
- Section 11. Defeasance. The City may defease Bonds by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably pledged to the payment of the Bonds to be defeased, cash or direct obligations of the United States in an amount which, in the opinion of an independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased Bonds until their maturity date or any earlier redemption date. Bonds which have been defeased pursuant to this section shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under this Resolution except the right to receive payment from such special escrow account.
- Section 12. Conditional Redemption. Any notice of optional redemption may state that the optional redemption is conditional upon receipt by the Registrar of moneys

sufficient to pay the redemption price of such Bonds or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Registrar to the Registered Owner as promptly as practicable upon the failure of such condition or the occurrence of such other event.

Section 13. Authorized Uses of the Proceeds of the Bonds. For purposes of ORS 305.583(9)(b), the proceeds of all the bonds issued under the authority of Measure 21-227 shall be used to finance capital costs of the City including replacing the Ammon Road Tank water reservoir and related improvements and equipment (collectively, the “Project.”)

The City shall give notice of the specification of the authorized uses of the proceeds of bonded indebtedness as provided in ORS 305.583(9)(b) and (10).

Section 14. Contract with Owners of Bonds. In consideration of the purchase and acceptance of the Bonds, the provisions of this Resolution and the Bonds shall be deemed to be and shall constitute a contract between the City and the Owners of the Bonds. The covenants and agreements to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all Bonds, all of which shall be of equal rank without preference, priority, or distinction among the Bonds.

Section 15. Preservation of Tax Exemption for Interest on the Bonds. The City covenants that it will take all actions necessary to prevent interest on any tax-exempt Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of such Bonds or other funds of the City treated as proceeds of such Bonds at any time during the term of such Bonds which will cause interest on such Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirement of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), is applicable to such Bonds, take all actions necessary to comply (or to be treated as having complied) with that requirement in connection with the Bonds, including the calculation and payment of any penalties that the City has elected to pay as an alternative to calculating rebatable arbitrage, and the payment of any other penalties if required under Section 148 of the Code to prevent interest on such Bonds from being included in gross income for federal income tax purposes.

Section 16. Appointment of Underwriter/Placement Agent and Financial Advisor. The Authorized Representative may appoint an underwriter/placement agent in connection with the issuance of a series of the Bonds. The Authorized

Representative may appoint a financial advisor to the City for the issuance of a series of the Bonds.

Section 17. Appointment of Bond Counsel. The law firm of Foster Garvey P.C. of Portland, Oregon is appointed as Bond Counsel to the City for the issuance of the Bonds.

Section 18. Canvass of Votes. Pursuant to ORS 254.565(3), the City's chief elections officer has reviewed the abstract of votes related to Measure 21-227 prepared by the County Clerk, has canvassed the votes and affirmed the results of the election, and declared that a majority of the voters of the City voting on Measure 21-227 approved of the issuance of the general obligation bonded indebtedness.

Section 19. Preliminary and Final Official Statement. The City shall prepare, or cause to be prepared, a preliminary official statement for the Bonds which shall be available for distribution to prospective purchasers of the Bonds, if required. The Authorized Representative is authorized to deem such preliminary official statement final pursuant to Rule 15c2-12 of the Securities and Exchange Commission. In addition, an official statement shall be prepared and ready for delivery to the purchasers of the Bonds no later than the seventh (7th) business day after the sale of the Bonds. When the City determines that the final official statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the official statement not misleading in the light of the circumstances under which they are made, the Authorized Representative is authorized to certify the accuracy of the official statement on behalf of the City.

Section 20. Closing of the Sale and Delivery of the Bonds. The Authorized Representative is authorized to determine and execute all the documents, including a tax certificate, and perform any and all other things or acts necessary for the sale and delivery of the Bonds as herein authorized. Such acts of the Authorized Representative are for and on behalf of and are authorized by the City Council of the City.

Section 21. Continuing Disclosure. The City covenants and agrees that it will comply with and carry out all of the provisions of any Continuing Disclosure Certificate executed by the City. The Authorized Representative is authorized to determine and execute the Continuing Disclosure Certificate. Failure by the City to comply with a Continuing Disclosure Certificate will not constitute an event of default; however, any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 22. Post Issuance Compliance Procedures. The Authorized Representative may establish post issuance compliance procedures to ensure that the interest on the Bonds remains exempt from federal income tax and the obligation of the City to provide continuing disclosure as described in continuing disclosure certificates of the City are met.

[Signatures appear on the following page.]

This resolution is hereby adopted by the Toledo City Council on this 26th day of June, 2024.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Lisa Figueroa

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	June 26, 2024	Ordinance No. 1423, an Ordinance providing incentives for multifamily affordable housing, creating Toledo Municipal Code Chapter 13.44 – Affordable Housing, and Amending Toledo Municipal Code Chapter 13.24, and declaring an Emergency
Council Goal:	Agenda Type:	
Promote development of housing resources through programs such as rehabilitation loans, non-profit projects and lower barriers for private development	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Attorney M. Adams	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Based on testimony and evidence received in this public hearing, I make a motion to adopt (with specified changes, if any): **“An Ordinance of the Toledo City Council providing incentives for multifamily affordable housing, creating Toledo Municipal Code Chapter 13.44 – Affordable Housing, and Amending Toledo Municipal Code Chapter 13.24, and declaring an Emergency.”**

I make a second motion, to adopt, by reading title twice: (Re-read bold above).

Background:

This ordinance is based on ORS 197A.445 and 197A.465. It has the effect of establishing the sales or rental price for a portion of a new multifamily structure, or that requires a portion of the new multifamily structure to be designated for sale or rent as affordable housing. For each multifamily residential structure, defined as three or more housing units sharing at least one wall (see 13.44.020(D)), this ordinance requires that at least 20 percent of housing units within a multifamily structure to be sold or rented as affordable housing at or below-market rates (see 13.44.030(B)), or the builder or developer has the option to pay an In-Lieu Fee (see 13.44.030(B)). Although the authority in the ORS provides that the city can only require 20 percent, builders and developers can voluntarily agree to increase the percentage, in a public hearing (see 13.44.030(B)). Instead of going before the Planning Commission, builders and developers will come before the City Council in a Public Hearing (see 13.44.050), which is not a land use decision and not appealable to the Land Use Board of Appeals (LUBA) (see 13.44.050(B)). For those builders and developers that voluntarily elect to build at least 20 percent of a structure as affordable housing (but not for those that elect to pay the In-Lieu Fee), after a Public Hearing, the Council may grant: (1) A waiver for SDCs, based on percentage of units designated as affordable housing (see 13.44.030(a)); Regardless of percentage of units, if builder or developer is a non-profit entity whose primary purpose is to build affordable housing, the City Council can waive all SDCs, or waive a partial amount and defer the rest (see 13.44.030(a)); A deferral of SDCs, to the time of sale or actual occupancy (see 13.44.040(A)); Authorize whole or partial land use waivers and reductions (see 13.44.040(B)); Allow qualification of full or partial exemption from ad valorem property taxes, if they qualify under state states that define 60% as low income, but using 80% definition (see 13.44.040(C)); Grant density adjustments, allowing up to 150% of what is normally allowed (see 13.44.040(D)(1)); Grant modification of height, floor area, or other site specific requirements, including design features and cottage cluster requirements (see 13.44.040(D)(2)), and other financial incentives (see 13.44.040(D)(3)). All findings and negotiations are memorialized in a Resolution approved by Council (see 13.44.050(A)), recorded in an instrument, real property covenants or deed restrictions, contract, and lien (see 13.44.060(A)-(C)).

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

This ordinance also allows affordable housing outright if the property is: (1) Owned by a public body, a non-profit corporation that is organized as a public benefit corporation whose primary purpose is the development of affordable housing, a housing authority, or a manufactured dwelling park nonprofit cooperative; (2) Zoned for commercial use, to allow religious assembly, used for public services, or in the Public Lands Zone (3) Zoned for industrial uses, but only if the property is publicly owned, adjacent to lands zoned for residential uses or schools, and not specifically designated for heavy industrial uses; (4) Residential zones, where the developer or non-profit corporation at least meets the 20% affordable housing requirement or pays the In-Lieu fee. Under the preceding (1) and (2), the City may not require a zone change or conditional use permit, at any time (see 13.44.050(D)).

Staff has complied with the City Charter, Chapter XI, Section 31, for the adoption of ordinances.

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

Attachment:

1. Ordinance No. 1423

**CITY OF TOLEDO
ORDINANCE NO. 1423**

AN ORDINANCE OF THE TOLEDO CITY COUNCIL PROVIDING INCENTIVES FOR MULTIFAMILY AFFORDABLE HOUSING, CREATING TOLEDO MUNICIPAL CODE (TMC) CHAPTER 13.44 – AFFORDABLE HOUSING, AMENDING TOLEDO MUNICIPAL CODE CHAPTER 13.24, AND DECLARING AN EMERGENCY

WHEREAS, the Toledo City Council wishes to provide financial incentives for the development of multifamily housing units that will be used as affordable housing within the City of Toledo, as provided in ORS 197A.445 and ORS 197A.465; and

WHEREAS, both ORS 197A.445 and ORS 197A.465 were renumbered and placed into ORS Chapter 197A, entitled “Land Use Planning; Housing and Urbanization,” during the 2023 Legislative Session; and

WHEREAS, ORS 197A.465 allows the City of Toledo, notwithstanding ORS 91.225, to adopt a land use regulation, or functional plan provision (ie Overlay zone), or impose as a condition for approving a permit under ORS 227.178, a requirement that has the effect of establishing the sales or rental price for a new multifamily structure, or that requires a new multifamily structure to be designated for sale or rent as affordable housing; and

WHEREAS, such regulation, plan or condition is the mechanism providing the authority to the city under ORS 197A.465; and

WHEREAS, under ORS 227.178, final action is required within 120 days after an application is deemed complete, so the city must issue a permit, limited land use, or zone change decision within 120 days, but the System Development Charge (SDC) are not calculated until a building permit is issued, long after the land use approval has already occurred, which can be as long as two years later; and

WHEREAS, the requirement that the city impose conditions for approving a permit under ORS 227.178 is also problematic in that it is not inclusive, for example, for property located in the Residential-General (RG) zone, multifamily structures would be allowed outright, so no land use permit would be issued under ORS 227.178; and

WHEREAS, ORS 223.314 provides that the establishment or modification of a SDC is not a land use decision; and

WHEREAS, it makes logical sense for the City Council, who is in charge of the budget of the City, rather than the Planning Commission, to make the decisions related to whole or partial land use fee waivers or reductions, whole or partial waivers of SDCs, and other finance-based incentives in the development of affordable housing; and

WHEREAS, it makes sense that whole or partial waivers of SDCs be located in the Toledo Municipal Code Chapter 13.44, entitled “Affordable Housing,” rather than in the land use ordinances; and

WHEREAS, it is the intent that the City Council shall hold a public hearing, which is not a land use decision, to determine the impact of this ordinance on every multifamily affordable housing project, and such conditions established by Council shall then become conditions on the permit, provided to the Planning Commission within the 120 period required under ORS 227.178; and

WHEREAS, using its Home Rule, legislative authority, and the authority under ORS 197A.445 and ORS 197A.465, the City Council desires this ordinance, creating TMC Chapter 13.24, to apply to the development of all affordable housing projects, not just when a permit is required under ORS 227.178; and

WHEREAS, the Toledo City Council has a duty to ensure and protect the public health, safety and welfare of all residents of Toledo, and because of issues that need current attention, does declare that an emergency exists that requires that this ordinance to take effect immediately upon approval.

NOW THEREFORE, THE CITY OF TOLEDO ORDAINS AS FOLLOWS:

Section 1. Section 2 of this Ordinance is amending Section 13.24.010 and Ordinance No 1335, § 3, dated 6-7-2010; Section 3 of this Ordinance is amending Section 13.24.120 and Ordinance No 1335, § 14, dated 6-7-2010; and Sections 4-13 of this Ordinance are added to and made a part of the Toledo Municipal Code (TMC), creating Chapter 13.44, entitled “Affordable Housing.”

Section 2. Section § 13.24.010 and Ordinance No 1335, § 3, dated 6-7-2010, is amended, in part, by deleting “ORS” and replacing with “Oregon,” by deleting “223.314” and replacing with “223.316,” and by adding “Except for multifamily affordable housing as provided in TMC Chapter 13.44,” to read, in its entirety, as follows:

13.24.010 - Purpose.

This chapter is intended to provide authorization for System Development Charges (SDC) for capital improvements pursuant to Oregon Revised Statutes (ORS) 223.297 through 223.316 for the purpose of creating a source of funds to pay for the installation, construction, and extension of capital improvements for water, wastewater, storm drainage, transportation, and parks. Except for multifamily affordable housing as provided in TMC Chapter 13.44, these charges shall be collected at the time of the development and redevelopment of properties which increase the use of capital improvements and generate a need for those facilities.

Section 3. Section § 13.24.120 and Ordinance No 1335, § 14, dated 6-7-2010, is amended, by deleting “The city of Toledo.” and replacing with “An application by, or on

property owned by, the city of Toledo.” in Subsection D., and by adding subsection F., to read, in its entirety, as follows:

13.24.120 - Exemptions.

- A. Additions to single-family dwelling that do not constitute the addition of a dwelling unit, as defined by the Zoning Code pursuant to Chapter 17.04 of this code are exempt from all portions of the system development charge.
- B. An alteration, addition, replacement or change in use that does not increase the parcel's or structure's use of a capital improvement are exempt from all portions of the system development charge.
- C. Any structure which is built to replace a structure that was destroyed, demolished or removed shall not be assessed systems development charges if construction of the new structure is completed within eighteen (18) months of the time that the original structure was destroyed, demolished, or removed; provided, however, that any new structure does not increase the usage of any capital improvement.
- D. An application by, or on property owned by, the city of Toledo.
- E. A building or other structure for which a building permit application was filed prior to the effective date of the charge or increase in the charge, providing the information accompanying the application was sufficiently complete to meet the requirements for issuance of a building permit for the entire structure, and substantial construction begins within one hundred eighty (180) days of the date the permit was issued. Accordingly, an owner shall otherwise remain responsible for those system development charges existing at the time charges are established and/or revised by resolution of the council pursuant to Section 13.24.040.
- F. Multifamily dwellings, a part of which is designated as affordable housing, as defined in Section 13.44.010, are exempt from systems development charges, to the extent, and only if, approved by the City Council pursuant to TMC Chapter 13.44.

Section 4. Section § 13.44.010 of the Toledo Municipal Code is added, to read in its entirety, as follows:

13.44.010 –Purpose; Whole or partial waivers of System Development Charges.

- A. The purpose of this Section is to reduce the costs of developing permanent affordable housing by exempting system development charges for qualified affordable housing developments. This section advances a Council-recognized public policy goal to provide for a diversity of housing types to meet the needs of the citizens of the City.
- B. The City may exempt qualified affordable housing developments from paying all or part of system development charges otherwise required by Code. Notwithstanding other provisions to the contrary, including Section

13.24.100, builders and developers of multifamily structures that have at least 20 percent of units designated as affordable housing may seek and the City may approve whole or partial waivers of the requirement to pay street, sewer, storm water, and other system development charges as provided in this Section.

- C. The City shall calculate exemptions in the manner authorized for calculating system development charges for rented and owner-occupied residential properties. Non-residential properties or the non-residential portion of mixed-use developments are not eligible for exemptions provided by this Section. Exemptions are applicable to the portions of residential properties that are directly used in providing housing for its low-income residents such as on-site manager units and shared space including but not limited to restrooms, community rooms and laundry facilities. To seek a whole or partial waiver of SDCs under this section, a builder or developer must file an application in a form provided by the City at the time of the land use or building permit application, and must pay a \$100 fee.
- D. When SDCs are waived as set forth in this section, the SDCs will be calculated at the time the waiver application is filed. Although the calculation will occur first, the waiver will not occur until approved by the City Council in a public hearing under Section 13.44.050. All timelines for challenging the calculation of SDCs run from this date of calculation, and not from the due date for payment of SDCs as set forth below in Section 13.44.030.

Section 5. Section § 13.44.020 of the Toledo Municipal Code is added, to read in its entirety, as follows:

13.44.020 - Definitions.

For the purposes of TMC Chapter 12.44, the following definitions shall apply:

- A. “Affordable housing” means housing that is affordable to households with incomes equal to or higher than 80 percent of the median family income for Lincoln County.
- B. “Continuing Care Retirement Communities” or “CCRC” registered with the Department of Human Services to provide continuing care under a residency agreement, and subject to ORS Chapter 101, are excluded from and not eligible to benefit under this Chapter.
- C. “Defer” or “Deferral” means to pay SDCs at a later time.
- D. “Multifamily residential structure” means a structure that contains three or more housing units sharing at least one wall, floor or ceiling surface in common with another unit within the same structure, except a CCRC is excluded.

- E. “Waive” or “waived” means forgiving or not collecting the SDCs.
- F. “Substantial quality of life improvement” is any improvement, appurtenance, building, accessory building or other benefit to the future residents that will improve the quality of life, including the environment, recreation and leisure time. Whether “substantial” is determined in the sole discretion of the City Council, by finding that that improvement, appurtenance, building, accessory building, or other benefit to be of considerable importance if they were in fact living in the structure.

Section 6. Section § 13.44.030 of the Toledo Municipal Code is added, to read in its entirety, as follows:

13.44.030 – Eligibility for waiver of SDCs; Election.

The amount of SDCs which may be waived, wholly or partially, as decided in a public hearing under Section 13.44.050, as provided in this section, is as follows:

- A. For builders or developers that elect to have at least 20 percent of the units in a multifamily residential development (MRD) designated as affordable housing, under Subsection B of this Subsection, the waiver of SDCs shall occur based on the percentage of the residential units in a development that is designated for an affordable housing use:
 - 1. For each multifamily residential structure, consisting of less than 5 units, if at least:
 - 33% of the units are designated as affordable housing, then waiver of 40% of total SDCs
 - 66% of the units are designated as affordable housing, then waiver of 70% of total SDCs
 - 100% of the units are designated as affordable housing, then waiver of 90% of total SDCs
 - 2. For each multifamily residential structure, consisting of 5 or more units, if at least:
 - 20% of the units are designated as affordable housing, then waiver of 30% of total SDCs
 - 40% of the units are is designated as affordable housing, then waiver of 50% of total SDCs
 - 60% of the units are designated as affordable housing, then waiver of 70% of total SDCs
 - 80% of the units are designated as affordable housing, then waiver of 85% of total SDCs
 - 100% of the units are designated as affordable housing, then waiver of 95% of total SDCs

Regardless of how many units are in a residential structure, and irrespective of Subsection A of this Subsection, the City Council may, for a non-profit entity whose primary purpose is to build affordable housing, waive SDCs, or waive a partial amount and defer the rest under Subsection A of Section 13.44.040, for an affordable housing project.

- B. The City requires that at least 20 percent of housing units within a multifamily structure to be sold or rented as affordable housing at or below-market rates, except as provided in Subsection C of this section, but the builder or developer may voluntarily agree to more than 20 percent of the units being designated as affordable housing.
- C. As an alternative to Subsection B of this Section, the City provides the builder or developer the option to elect to pay an In-Lieu fee, instead of providing the requisite number of affordable housing units within the multifamily structure to be sold or rented at below-market rates as required in Subsection B of this section. When the applicant elects the In-Lieu fee option, the In-Lieu fee must be paid at the time of building permit issuance. The In-Lieu fee per gross residential and residential related square foot (GSF) of the proposed building is:
 - 1. For structures within the City and located within the Urban Renewal District (URD) boundaries: Fee per GSF \$23
 - 2. For structures within the City but outside the URD boundaries: Fee per GSF \$27

The In-Lieu fee option under Subsection C of this Section results in no waiver of SDCs under Subsection A of this Section or other incentives under Section 13.44.040.

Section 7. Section § 13.44.040 of the Toledo Municipal Code is added, to read in its entirety, as follows:

13.44.040 – Additional Incentives.

For those builders or developers that elect to have at least 20 percent of the units as affordable housing under Subsection B of 13.44.030, but excluding those builders or developers that elect instead to pay an In-Lieu fee under Subsection C of 13.44.030, the following additional voluntary incentives, not guaranteed, but after a hearing before the City Council under Section 13.44.050, are available, if approved by City Council, in its sole discretion, and documented in the resolution that is the decision of the City Council, as follows:

- A. Payment of SDCs not waived may be deferred to time of sale, or time of actual occupancy, whichever occurs first. For purposes of this section, “time of sale” refers to sale of a structure, not sale of a bare lot. In circumstances where payment of SDCs has been deferred until time of sale, the SDCs shall be paid by the seller as opposed to the buyer.
- B. Whole or partial land use fee waivers or reductions are available.

- C. Full or partial exemption from ad valorem property taxes as described in this subsection may be available. Pursuant to the authority granted to the City under ORS 197A.465, for the purposes of any state statute granting a full or partial exemption from ad valorem property taxes that uses a definition of “low income” to mean income at or below 60 percent of the area median income and for which the multifamily structure is otherwise eligible, the city will allow the multifamily structure of the developer to qualify using a definition of “low income” to mean income at or below 80 percent of the area median income.
- D. The City Council may also offer one or more of the following incentives, if the City Council makes a finding that the increased density will result in at one or more additional affordable housing units, one or more additional bedrooms in a housing unit or structure, or other benefit deemed a substantial quality of life improvement by the City Council, the following incentives may be offered, or typical standards modified, as follows:
 - 1. Density adjustments. After the City Council makes the finding in Subsection D. of this Section, as a local density bonus, an authorized density may be increased up to 150 percent of the authorized density, for a multifamily affordable housing development, by modifying one or more of the following standards:
 - (a) Minimum lot size, under Section 17.08.050 or 17.12.060;
 - (b) Setbacks, provided approval of Fire Code Official, under Section 17.08.060 or 17.12.070;
 - (c) Lot coverage, under Section 17.08.080 or 17.12.090; and
 - (d) Cottage cluster density requirements, under Section 17.08.090 or 17.12.040.
 - 2. Modification of height, floor area or other site specific requirements. If the City Council makes a finding in Subsection D. of this Section, one or more of the following incentives may be offered, or typical standards modified, as follows:
 - (a) Height, under Section 17.08.070 or 17.12.080, by adding up to 12 additional feet to the principal building;
 - (b) Design features, under Subsection A of Section 17.08.090;
 - (c) Cottage cluster requirements, under Subsections F of Section 17.08.090 or F of Section 17.12.040;
 - 3. Other financial incentives determined by the City council in the public hearing, but only if the City Council determines that the financial incentive will result in one or more additional affordable housing units, one or more additional bedrooms in a housing unit or structure, or other benefit deemed a substantial quality of life improvement by the City Council.
- E. The purpose of these additional incentives in this Section is to:
 - 1. Increase the number of affordable housing units in a development;
 - 2. Decrease the sale or rental price of affordable housing units in a development; and

3. Build affordable housing units that are affordable to households with incomes equal to or lower than 80 percent of the median family income for Lincoln County.

Section 8. Section § 13.44.050 of the Toledo Municipal Code is added, to read in its entirety, as follows:

13.44.050 – Public Hearing; Affordable Housing.

When a land use application for multifamily housing is submitted to the City that includes, or may be a good candidate for, affordable housing, the application shall be scheduled before City Council, instead of the Planning Commission, and such building permit shall be reviewed by staff, under this Section:

- A. The City Council shall hold a public hearing, where it shall accept public testimony and negotiate with the builder or developer, based on the applicant’s plan submitted to the city prior to the public hearing, to determine if the builder or developer will voluntarily agree to increase the number of units to or above the 20 percent of the multifamily structures designated as affordable housing units. The Council will decide in the public hearing and memorialize the conditions of the agreement with the builder or developer, including the percent of the multifamily structures designated as affordable housing units, the amount of any waiver SDCs under Section 13.44.030, the amount of the deferral of SDCs and additional incentives under Section 13.44.040, and the conditions and requirements imposed under this Section. The conditions of agreement will be adopted by Council, by resolution, including findings supported by substantial evidence demonstrating the necessity for the conditions, including, without limitation, any density and height level modifications under Section 13.44.040. If applicable, such resolution will be provided to the City Planning Department as conditions of the city’s final decision within 120 days after a land use application is deemed complete under ORS 227.178. If the plan changes, after the conditions of agreement are established in a hearing held under this Section, including when the building permit plans are submitted, any significant changes will go back before City Council for a second hearing.
- B. The hearing held under this section, adopted findings, and conditions of agreement decided by the City Council and agreed to by the builder or developer, are not a land use decision, and can’t be appealed to the Land Use Board of Appeals (LUBA). The City Council decision for a SDC waiver under this Section does not bias or influence any pending or future land use decision by City staff, Planning Commission or appeals to City Council or LUBA. The Council’s decision including SDC waiver shall be void if land use application or building permit application is denied or expires. Except if noted in the City Council’s resolution memorializing the initial decision, a new SDC waiver request will need to be submitted if the land use application or building permit application is re-submitted.

- C. The City shall allow affordable housing, if the affordable housing project is on property located within the corporate limits of the city, that is:
 - 1. Owned by a public body as defined in ORS 174.109, non-profit corporation that is organized as a religious corporation, a non-profit corporation that is organized as a public benefit corporation whose primary purpose is the development of affordable housing, a housing authority, as defined in ORS 456.005, or a manufactured dwelling park nonprofit cooperative, as defined in ORS 62.803; or
 - 2. Zoned for commercial use, to allow religious assembly, used for public services, or in the Public Lands Zone; or
 - 3. Zoned for industrial uses, but only if the property is publicly owned, adjacent to lands zoned for residential uses or schools, and not specifically designated for heavy industrial uses.
 - 4. Residential zones, where the developer or non-profit corporation at least meets the 20% affordable housing requirement in Subsection B. of Section 13.44.030, or pays the In-Lieu fee under Subsection C. of Section 13.44.030.
- D. Subsections C(1) and (2) of this Section prohibit the City from requiring a zone change or conditional use permit, at any time, before the City approves the affordable housing use.
- E. Subsection C does not apply where an application for a permit, as defined in ORS 227.160, has been submitted as provided in ORS 227.178 (3), or, if such a permit is not required, a building permit application has been submitted to the city prior to the effective date of this Chapter.
- F. Subsections C(1) and (2) of this Section does not apply on land where the City Council determines that:
 - 1. The development of the property cannot be adequately served by water, sewer, storm water drainage or streets, or will not be adequately served by the development on the property is complete;
 - 2. The property contains a slope of 25 percent or greater;
 - 3. The property is in the 100-year floodplain; or
 - 4. The property is constrained by land use regulations based on statewide planning goals related to natural disasters and hazards, natural resources, including air, water, land or natural areas, but not including open spaces; except, however, if the property is located within the 100 year floodplain or constrained by land use regulations related to natural resources or hazards, then Subsection D. of this Section shall apply if more than 60 percent of the lands are located within the Tsunami inundation zone or 30 percent of the lands within the urban growth boundary are located within the 100-year floodplain. As described in this Subsection, regardless of the prohibition in Subsection D. of this Section, the City Council may prohibit affordable housing or require a zone change or conditional use permit to develop affordable housing in such areas described in this Subsection.

- G. Development under Subsection F(4) may only occur:
 - 1. In locations that do not include floodways or other areas with higher risks of greater water velocity and debris flow;
 - 2. Where emergency response, evacuation and post-disaster plans that have been updated for the housing development; and
 - 3. In areas that are not public parks.

- H. In the event that an applicant violates the conditions of agreement, findings, covenants, or other requirements that are established by the City Council as a condition of approval during the public hearing, the City shall terminate the exemption and make due and payable all previously exempt portions of system development charges based on rates in effect on the date of the submittal of a complete building permit application, plus accrued 9 percent per annum interest from the date of the issuance of the building permit to the date of the termination of the exemption. The City may record and foreclose liens and take all other actions necessary to collect the SDCs. The developer may be asked to show periodic compliance that the conditions of agreement, findings, covenants, or other requirements that are established by the City Council are being met.

Section 9. Section § 13.44.060 of the Toledo Municipal Code is added, to read in its entirety, as follows:

13.44.060 – Requirements and Conditions.

When builders and developers of multifamily structures that have at least 20 percent of units designated affordable housing have SDCs waived, wholly or partially, under Section 13.44.030, and are offered other incentives under Section 13.44.040, as conditions of approval, the City Council will require:

- A. An instrument, real property covenants, or deed restrictions, recorded in the deed records for properties receiving exemptions and incentives under this Chapter, that binds the owners of the property and successive owners to continue the agreed upon percentage of affordable housing units in the multifamily residential structure to be sold or rented at below-market rates for a period of up to 40 years. The recording, as well as annual reporting to the city, when requested, will be required in order to ensure compliance, or to provide remedies for failure to restrict units, or both. The recording may be used by the City in order to restrict sale prices and rents charged for exempt units, or to provide remedies for failure to restrict units, or both. If a future tenant improvement or change of occupancy creates a use that is not affordable housing, system development charges will be assessed for the new use.

- B. A contract that binds the builder or developer and successive owners to the covenants, agreements and other requirements established by City Council

including the agreed upon percentage of affordable housing units, the amount of SDCs waived under Section 13.44.030, the amount of SDCs deferred under 13.44.040, other incentives under Section 13.44.040, and the amounts that the units will be sold or rented at below-market rates. This contract will include a reference to subsection B of Section 13.44.050 as part of the agreement.

- C. A lien shall be placed upon the property containing the multifamily structure in the amount of the SDCs. The lien shall be entered at least sixty days after approval of the application for SDCs. The City's lien shall have priority ahead of all other liens except as prohibited by any applicable law. The City's lien may be foreclosed as a municipal assessment lien pursuant to ORS 223.505 to 223.595 or through any other legal process.
- D. SDCs deferred under this section do not accrue interest until they are due as set forth in Section 13.44.040. If not paid when due, SDCs will accrue interest from that due date at the rate established in the most recent fee schedule approved by resolution of the City Council.
- E. The City Attorney's Office may enforce the provisions of this code on behalf of the City in any court of competent jurisdiction or City administrative body. The City may pursue any remedy available at law, or in equity, including but not limited to injunctive relief, and other remedies such as foreclosure, or receivership if the financial penalties established by the findings, this code, recorded instrument, or other agreement, if not timely paid in accordance with the timeframe prescribed, in the Toledo Municipal Court, or other court of competent jurisdiction.

Section 10. Section § 13.44.070 of the Toledo Municipal Code is added, to read in its entirety, as follows:

13.44.070 –Effect of monies previously collected.

The provisions of this Chapter do not apply to systems development charges collected prior to its effective date. Use of funds previously collected shall be governed by the law in effect at the time of collection.

Section 11. Section § 13.44.080 of the Toledo Municipal Code is added, to read in its entirety, as follows:

13.44.080 – No Restriction of Powers of Eminent Domain; Severability

- A. This Chapter shall not be construed to restrict the City's existing authority to exercise powers of eminent domain through condemnation as outlined in state law.
- B. If any part or provision of this Chapter, or application thereof to any person or circumstance, is held invalid, the remainder of this Chapter and the application of the provision or part thereof, to other persons not similarly situated or to other circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Chapter are severable.

Section 12. Section § 13.44.090 of the Toledo Municipal Code is added, to read in its entirety, as follows:

13.44.090 – Emergency Clause.

This ordinance being necessary for the immediate preservation of the public welfare, health and safety, an emergency is declared to exist and this ordinance shall take effect upon its passage.

This Ordinance adopted by the Toledo City Council this 26th day of June, 2024.

APPROVED:

ATTEST:

Mayor Rod Cross

City Recorder Lisa Figueroa

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	June 26, 2024	Safe Routes To School grant agreement amendment
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager Doug Wiggins	CM Doug Wiggins	CM Doug Wiggins

Recommendation:

Motion to approve the amended agreement for the Safe Routes to School (SRTS) Grant and authorizing Mayor Cross to sign the agreement.

Background:

When the City got the grant in 2023, the estimate was high for the project planned and there was a large amount of money left from what was awarded. We wrote to the Oregon Department of Transportation (ODOT) to amend our grant request to add to the project from the left over money. The attached document is the State’s updated amendment to our initial grant request along with a timeline extension due to the amended change. There is no additional cost to the City of Toledo from the original grant, just adding to the scope and timeline of the grant.

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

Attachment:

1. Amended agreement

**AMENDMENT NUMBER 01
SAFE ROUTES TO SCHOOL PROGRAM (SRTS) GRANT AGREEMENT
Toledo Elementary / Sturdevant Road / Flashing Beacons and
Radar Feedback Sign / 2022
City of Toledo**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “ODOT,” and **City of Toledo**, acting by and through its Governing Body, hereinafter referred to as “Recipient,” entered into on August 2, 2023.

It has now been determined by ODOT and Recipient that the Agreement referenced above shall be amended to extend the Project Completion date.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.** Deleted information is shown in ~~strikethrough~~ and added information is shown in underline.
 - a. Exhibit A, Section A & B

A. PROJECT DESCRIPTION

Sturdevant Road from SE Chedester Road to 10th Street

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

Two rectangular rapid flashing beacons (rrfb) will be added to 10th Street.

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

B. PROJECT KEY MILESTONES AND SCHEDULE

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

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 2 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the

Agreement, to SRTSProgramMailbox@odot.oregon.gov as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion (Key Milestone 2).

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Planning, design, permitting and land acquisition.	7/31/23
2	Project completion (Project must be completed within 3 years of agreement execution.)	6/28/24 <u>6/28/25</u>

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Recipient certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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

SIGNATURE PAGE TO FOLLOW

CITY OF TOLEDO, by and through its elected officials.

By _____

Name _____
(printed)

Date _____

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

By _____
Recipient's Legal Counsel

Name _____
(printed)

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Public Transportation Division
Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Safe Routes to School Program Manager

Name _____
(printed)

Date _____

Recipient Contact:

Justin Peterson, City Planner
206 N. Main Street, PO Box 220
Toledo, Oregon 97391
541.336.2247
jpeterson@ocwcog.org

SRTS Program Manager:

Xao Posada
555 13th Street NE
Salem, Oregon 97301
971.718.6170
xao.posadas@odot.oregon.gov

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	June 26, 2024	2024-2027 Toledo Employees' Association proposed collective bargaining agreement
Council Goal:	Agenda Type:	
Choose an item.	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager Doug Wiggins	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to approve the 2024-2027 Toledo Employees Association collective bargaining agreement as presented effective as of July 1, 2024.

Background:

This past six months, staff and the Toledo Employees Bargaining Agreement (TEA) have been working at a new bargaining agreement. At the direction of Council, staff worked at longevity, fair salaries and reigning in some of the fringe benefits. With much work, staff believes this document does such. We implemented an aggressive salary schedule (within budget) along with providing longevity incentives that are ahead of many municipalities around us. Two steps were added to the salary schedule, thus further increasing incentive for our employee longevity. We were able to reign in comp time banks and reduce the liability to the City along with bringing our travel policies from a substandard archaic system to a model that is current with a majority of municipalities in the area.

Staff believes the presented agreement clarifies vague language and draws a clearer understanding between management and the bargaining unit. As of the writing of this, the bargaining unit has approved and is awaiting Council's review and adoption.

I have provided a redlined version so Council can see the major changes within the contract.

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

Attachment:

1. TEA Proposed Agreement

Tentative Agreement
AGREEMENT BETWEEN CITY OF TOLEDO

and

TOLEDO EMPLOYEES' ASSOCIATION

EXPIRES JUNE 30, ~~2024~~ 2027

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PREAMBLE

This Agreement is entered into between the City of Toledo, Oregon, hereinafter referred to as the "City" and the Toledo Employees' Association hereinafter referred to as the "Association."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and Association; to provide for equitable and peaceful adjustment of differences between the parties; and set forth the full and complete agreement between the parties with regard to wages, hours, and terms and conditions of employment.

ARTICLE 1. RECOGNITION

Section 1. Recognition. The City recognizes the Association as the sole and exclusive collective bargaining representative of all employees covered by this contract for the purpose of collective bargaining with respect to wages, hours, benefits, and related terms and conditions of employment for the employees covered by this agreement.

Section 2. Scope of the Bargaining Unit. The bargaining unit covered by this contract consists of all regular full and part-time employees of the City who regularly work twenty (20) hours or more per week, exclusive of management, temporary, casual or seasonal employees, those who are supervisory or confidential as defined by ORS 243.650, and those who are included in another bargaining unit.

Section 3. Definitions. For the purposes of this Agreement, it is agreed that the following definitions shall apply:

Employee – A person who works for the City and who is covered by this agreement as stated in Section 2 above.

Part Time Employee – A non-temporary, non-casual and non-seasonal employee regularly scheduled to work at least twenty (20) hours but less than forty (40) hours per week.

Temporary Employee - An employee who is hired either for an indefinite period of time or for a specific project, not to exceed four (4) months. In either event, a temporary employee has no reasonable expectation of continued employment beyond the specified period or project.

Casual Employee - An employee whose employment is on an intermittent or as-needed basis not to exceed 120 hours a month for four consecutive months, unless both parties mutually agree to an extension. (Often as substitutes for regular employees off on leave or as a fill-in during an emergency.)

Seasonal Employee - An employee hired to fill a position whose scheduled work and length of service is determined by seasonal demands not to exceed six months.

Section 4. New Classifications. The City shall give the Association notice when they create a new position which potentially could be represented by this Association or when they substantially change the description of an existing job classification represented by this Association. Such notice shall include a position description, a salary rate, and a statement as to whether or not the City believes the position belongs in the bargaining unit. Upon receipt of such notification, the Association shall have thirty (30) days in which to notify the City in writing of its desire to enter into negotiations over the rate of pay which the City has assigned to the classification. If there is disagreement over whether or not the position belongs in the bargaining unit, the Association may petition the Employment Relations Board for a unit clarification hearing to resolve the matter.

Commented [PR1]: Doug: P/T, 20hr/week bi-lingual library specialist approved by Council August 2023. Doug emailed TEA in October news of new position, advising the pay grade city wanted to put it in and requested response but has received none to date. Attempt to staff position is continuing - but unfruitful to date.

ARTICLE 2. NONDISCRIMINATION

The City and the Association and the employees jointly recognize that they are required by law not to discriminate against any person by reason of Association membership or non-membership, age, sex, race, religion, color, national origin, political affiliation, marital status, sexual orientation, transgender status or disability, all as defined by Oregon or federal law. The City and the Association also recognize that the law makes provision for bona fide occupational qualifications and requirements.

ARTICLE 3. MANAGEMENT RIGHTS

Section 1. Decision Making. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The contractual rights of employees in the bargaining unit and the Association are expressly limited to those specifically set forth in the Agreement and in state and federal law, and the City retains all prerogatives, functions, and rights not specifically limited therefore.

The City shall have no obligation to the Association with respect to the exercise of its discretion and decision-making except that the Association may demand to bargain changes made in the status quo by the City during the term of this Agreement that impact a mandatory subject of bargaining. In that event, the right to bargain shall be governed by the procedure set forth in ORS 243.698. Otherwise, subjects covered by the terms of this Agreement are closed to further negotiations for the term hereof, and any subject which was or might have been raised by either party in the course of collective bargaining, is closed for the term thereof.

Section 2. Rights Defined. Without limitation, but by way of illustration, some of the exclusive prerogatives, functions, and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies of the departments in which employees of the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.
- B. To close or liquidate an office, branch, operation or facility, or combine facilities or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons and to contract out work as necessary so long as such is in compliance with this Agreement.
- C. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
- D. To establish, revise, and implement standards for quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures. It is jointly hereby recognized that the City must retain broad authority to fulfill its responsibilities and may do so by oral or written work rules, existing or future, so long as such is not in contradiction with this Agreement.
- E. To manage and direct the work force, including, but not limited to: (a) the right to determine the methods, processes and manner of performing work; (b) the right to hire, promote, transfer and retain employees in accordance with this Agreement; (c) the right to determine and assign duties, schedules, and hours of work; (d) the right to dispose of, purchase, and assign equipment or supplies; and (e) the right to develop work rules not inconsistent with terms of this Agreement.
- F. To discipline, suspend, demote or discharge an employee so long as such action is for just cause.
- G. To subcontract out work in instances in which the City determines that to do so would be more efficient and/or would result in an end result of higher quality. If subcontracting would result in layoff or reduction of regular hours of bargaining unit members, the City will provide thirty (30) days' notice. The Association may request to bargain the impact of the City's decision. The City has a right to continue to subcontract the types of work it presently subcontracts.

ARTICLE 4. ASSOCIATION SECURITY AND CHECK OFF

Section 1. Association Membership. Membership or non-membership in the Association shall be the individual choice of employees covered by this contract.

Section 2. Dues deduction authorizations and revocations. The parties agree that both need current copies of dues deduction authorization and revocation forms from Association members. The Association shall be solely responsible to distribute, collect, forward copies of and preserve the originals of such forms. Within five (5) business days of receiving completed forms, the Association shall forward to the City ~~complete, legible copies of dues deduction authorization and revocation forms, signed and dated by the employee showing the employee's printed name~~ a list of the bargaining unit employees from whose wages the City should deduct Association dues and the amounts thereof ~~the employee authorizes or no longer authorizes the City to deduct and forward as membership dues~~. The Association shall inform its members in writing of the date in the month by which dues deduction revocations must be received by it to prevent additional dues being deducted.

Commented [PR2]: This proposal is to conform this agreement more specifically to ORS 243.808, which requires only a list of names, not copies of authorization forms.

Section 3. Forwarding Dues. The City agrees to deduct from the paycheck of each employee who has so authorized it the regular monthly dues uniformly required of members of the Association. The amounts deducted shall be transmitted by the 10th of each succeeding month to the Association on behalf of the employees involved. Authorization by the employee shall be on forms furnished by the Association and may be revoked by the employee upon request.

Section 4. Hold Harmless. The Association agrees to defend, indemnify and hold the City harmless from and against any and all claims, suits, orders or judgments brought against the City as a result of the City's compliance with the provisions of this Article and to reimburse any fees, costs or expenses incurred by the City in connection with same.

Section 5. City Obligations. The City shall furnish to the Association by the 10th of January, April, July and October a complete list of all bargaining unit employees including new, terminated, resigned and fair share. Such listing shall contain the names in alphabetical order, addresses, and job classifications.

ARTICLE 5. ASSOCIATION RIGHTS

Section 1. Bulletin Boards. The City agrees to furnish and maintain suitable bulletin boards in convenient places in each department to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards.

Section 2. Visits by Association Representatives. The City agrees that accredited representatives of the Association shall have reasonable access to the premises of the City to administer this contract and to conduct the Association business to the extent required by law. Association representatives shall first report their presence to the supervisor in charge of the work area which is being visited, whenever practicable. Such visits shall not interfere with normal operation of the department or the performance of work.

Section 3. Notice to City of Names of Association Representatives. The Association shall keep the City informed of the names and offices of all Association representatives by delivering written notice of same by December 1 of each year to the office of the City Manager. The Association shall also report changes in the names and/or offices of such representatives within fourteen (14) calendar days of the date of the change.

ARTICLE 6. CONTRACT NEGOTIATIONS

The Association negotiating team shall be composed of not more than two (2) employees plus one (1) non-employee advocate. They shall be permitted to attend negotiating meetings with the City representatives, mediation and fact-finding sessions without loss of pay to the extent that such meetings are scheduled during duty hours of the members so attending. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties.

ARTICLE 7. NO STRIKE - NO LOCKOUT

Section 1. No Strike or Work Stoppage. During the term of this Agreement the Association shall not allow, cause, or cause its members to participate in a strike, as defined in ORS 243.726 or 243.732, nor shall it cause them to commit any acts of work stoppage, slow down, or refusal to perform any assigned duties.

Section 2. Acts Prohibited. Any employee covered by this agreement who commits any of the acts prohibited in this article shall be subject to immediate discharge or other disciplinary action.

Section 3. Return to Work. In the event of a strike or other work stoppage either on the basis of individual choice or collective employee conduct, the Association upon notification shall make a reasonably good faith attempt to secure an immediate and orderly return to work.

Section 4. Picket Line. Members of the bargaining unit agree that they will not honor any picket line established by any labor organization when called upon to cross such picket line in the performance of duty.

Section 5. Lockout. There will be no lockout of employees covered by this Agreement by the City during the term of this Agreement.

ARTICLE 8. GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is defined as a dispute regarding the application, meaning or interpretation of a particular provision of the Agreement or regarding an alleged violation of this Agreement. In the event more than one employee has a common grievance, the employees or the Association may initiate a group grievance.

Section 2. Informal Resolution. Notwithstanding the following procedure, it is the intent of the City and the Association that the grievant first attempt to resolve the grievance informally with their supervisor prior to using the grievance procedure. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure. However, when the parties agree that the circumstances of a particular grievance make it sensible to do so, such grievance may be started at Step 2:

Step 1.

The aggrieved employee, with or without Association representation, shall submit the alleged violation in writing on a standard grievance form to the employee's immediate supervisor within fourteen (14) calendar days of its occurrence or within fourteen (14) calendar days of the date the employee should have reasonably become aware of the event. The notice shall include: (1) a statement of the grievance and relevant facts; (2) the provision(s) of the contract allegedly violated; and (3) the remedy sought. The supervisor shall meet with the aggrieved party and respond to the grievance in writing as quickly as possible, but no later than fourteen (14) calendar days after the written grievance was submitted.

Step 2.

If the grievance remains unresolved the Association shall, within fourteen (14) calendar days from receipt of the reply of the immediate supervisor or the date on which it was due whichever is earlier, submit in writing the grievance to the department head with a copy of all material submitted or received at the first step hereof. The department head shall meet with the aggrieved party and shall respond to the grievance in writing within fourteen (14) calendar days of the receipt of the grievance.

Step 3.

If the grievance is still unresolved the Association may, within fourteen (14) calendar days from the receipt of the department head's reply or the date on which it was due whichever is earlier, submit the written grievance to the City Manager with a copy of all materials submitted or received at previous steps hereof. The City Manager shall meet with the aggrieved party and shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the grievance.

Step 4.

If the grievance remains unresolved the parties, upon mutual written agreement, may within fourteen (14) days from the delivery of the decision of the City Manager, notify the City and the State Mediation and Conciliation Service in writing of their intent to enlist the assistance of a state mediator. The cost of mediation shall be equally shared by both parties. If the parties do not agree to mediate, the Association may move the grievance to the arbitration step after Step 3.

Step 5.

If the grievance is unresolved after Step 3, and unless the parties agree to mediate at Step-4 within seven (7) calendar days of the delivery of the City Manager's Step 3 response, the matter may be advanced to arbitration by delivery of written notice of the grievant's decision to advance the ~~grievance to arbitration to the City within fourteen (14) calendar days of delivery of the Step 3~~

response.

If, in Step-4, the parties do agree to participate in mediation, but mediation fails to resolve the grievance, the matter may be advanced to arbitration within fourteen (14) calendar days from the date of the last mediation session. If the parties cannot agree upon an arbitrator, a list of seven (7)* names shall be requested from the State Mediation and Conciliation Service. The parties shall alternately strike one name from the list until only one name from the list remains. The order of striking shall be determined by lot. The remaining individual shall be the arbitrator. The striking shall be conducted not later than seven (7) days after receipt of the list.

The arbitrator shall set a time and place for hearing which is agreeable to all parties. ~~The arbitrator shall render~~ The parties agree to ask the arbitrator to deliver a written decision within thirty (30) days of ~~the hearing date~~ filing post-hearing briefs or if none, within thirty (30) days of the close of the hearing. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall not have power to alter, modify, add to or detract from the terms of this Agreement. The decision of the arbitrator shall be binding on both parties.

The arbitrator shall retain jurisdiction over the grievance for up to forty-five (45) calendar days following delivery of their decision for the parties to file and serve the opposing party any post-decision motion for further relief, clarification, or the like. ~~to hear and decide any post decision motions by either party.~~ Such filing and service will extend the period of the arbitrator's jurisdiction to the date that they deliver their decision.

Section 3. Cost of Arbitrator. Costs of the arbitrator's services and expenses shall be ~~equally shared borne by the non-prevailing party. If the arbitrator is unable to designate either party as the prevailing party, the expenses shall be apportioned between the parties in amounts to be determined by the arbitrator. City and the employee(s) on whose behalf the grievance was brought by the parties.~~ arbitrator based strictly on the arbitrator's assessment of the merits of both the grievance and of the defenses thereto. Each party shall be responsible for the cost of presenting its own case to arbitration.

Section 4. Time Limits. Any or all time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Failure by the Association to submit or to advance the grievance in accordance with these time limits without waiver shall constitute abandonment of the grievance.

Failure by the City to submit a reply within the specified time limits shall allow the Association to proceed to the next step in the grievance procedure. In such circumstances, the Association must proceed to the next step within the time frame specified in that step. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been withdrawn.

Section 5. Representation. The employee shall have the right to be represented by an Association Representative at any level of the grievance procedure. Employees in the bargaining unit and the Association representative assisting the employee, if any involved in meetings with the employer under the grievance procedure shall be allowed time off with pay for that purpose.

When circumstances dictate that such cannot be done outside work times, an Association representative may engage in the investigation of a grievance during work time without losing pay. However, the Association representative shall first obtain the permission of their supervisor to do so, which permission shall not be unreasonably denied. The Association representative shall keep such activity to the minimum time actually required and shall not disrupt City services.

ARTICLE 9. PROBATIONARY PERIOD

Section 1. Initial Probation. Every new employee within the Toledo Employee Association bargaining unit shall serve a twelve (12) month probationary period which shall commence with the employee's date of hire. To support the employee's success during this twelve-month period, the employer shall meet with the employee to discuss their performance at three (3) months, six (6) months and nine (9) months. Regardless of such meetings, the City may discharge a probationary employee at any time in the first twelve (12) months of the employee's date of hire without cause. Probationary employees so discharged shall have no recourse to the grievance procedure or other due process, except as granted voluntarily by the City.

Section 2. Promotion Probation. Every promoted or transferred employee within the Toledo Employee Association bargaining unit shall serve a probationary period of six (6) months. If, before the end of the first forty-five (45) days of the probationary period, the promoted or transferred employee fails to meet the required work standard or if the employee so chooses, they shall return to their previously held position and wage rate so long as that position has not been eliminated. If the position is unavailable, the employee will be subject to recall under Article 11. Throughout probation, no promoted or transferred employee shall be terminated from employment without just cause. This Section shall include employees promoted outside the bargaining unit.

ARTICLE 10. SENIORITY

Section 1. Length of Service. Seniority shall, for the purposes of this Agreement, be defined as an employee's length of continuous service in the bargaining unit without a break, as defined in Section 3 below. Upon completion of probation, an employee shall be credited with seniority back to his or her date of hire in a bargaining unit classification.

Section 2. Seniority List. Separate seniority lists shall be kept for full-time and part-time employees. Seniority earned in full-time status shall be calculated and recorded separately from seniority earned in part-time status. These lists shall be kept current and shall be made available to the Association upon request. Part-time employees shall accrue seniority proportionate to the actual number of hours they work. If two (2) or more employees start work on the same date, their order of seniority shall be determined by lot.

Section 3. Break in Seniority. Seniority shall be broken and the employment relationship between an employee and the City shall be terminated by the following:

- A. Discharge of a regular employee;
- B. Voluntary termination or retirement;
- C. Exhaustion of recall rights from layoff.

Section 4. Job Postings. Notice of all association represented job openings within the City shall be posted on bulletin boards for a period of at least ten (10) working days prior to filling the position. Such notice shall include a position description and a statement of all qualifications required for the position by the City.

Section 5. Promotions. Subject to the requirements of Oregon's Veterans Preference in Public Employment Act, when employees possess similar job performance, skills and qualifications, promotions shall be made to the most senior employee.

ARTICLE 11. LAYOFF

Section 1. Order and Notice of Layoff. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. No full-time regular employees represented by this bargaining unit shall be laid off while temporary, seasonal, or probationary employees are retained by the City within the same classification. Employees shall be given at least fifteen (15) calendar days' written notice prior to the effective date of a layoff. Any employee who is to be laid off shall be given bumping rights based on seniority into any other represented classification in the bargaining unit with the same or lower salary range for which they are qualified and has previously held. For the purpose of this Agreement, the same salary range is any that is plus or minus one (1) percent at Step A of the salary schedule. Layoff status shall not extend for more than twelve (12) months, however, laid off employees shall have the right of recall as set forth in this Article.

Section 2. Recall. Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in classifications from which employees were laid off until all laid off employees in that classification have had an opportunity to return to work.

Notice shall be personally delivered or mailed to the last address provided to the City by the employee through personnel records and to the Association. It shall be the employee's sole responsibility to keep the City updated on changes to the employee's mailing address.

An employee who fails to report to work or contact their Department Head to arrange a mutually agreeable report to work date within five (5) calendar days of the receipt of a notice of recall irrevocably waives their right of recall and the City shall have no further obligation to reemploy the employee.

Section 3. Rehire in different classification. An employee on recall status who applies, and is hired, for a vacancy in the City other than in the classification from which they were laid off, shall remain on the recall list for their former classification for up to twelve (12) months from their last day worked in it.

Section 4. Seniority & Benefits Restored. Seniority and paid leave benefits shall not accrue during layoff and other benefits identified in this Agreement shall end. All seniority rights, accrued but unused sick leave, rate of vacation accrual and retirement plan contributions to which an employee was entitled at the time of layoff shall be restored upon recall except as any may be modified by contract negotiations.

ARTICLE 12. DISCIPLINE AND DISCHARGE

Section 1. Discipline. The principles of progressive discipline shall normally be used; exceptions are possible based on the egregiousness of an employee’s conduct. Disciplinary action taken against an employee who has completed their initial probationary period must be supported by just cause. Documented oral reprimands may be grieved through step-3 of the grievance process; however, such actions shall not be subject to the mediation or arbitration provisions under Article 8 of this agreement. Disciplinary action that may be grieved past Step-3 shall include, but not be limited to, the following:

- | | |
|---------------------------|------------------------------|
| A. Written Reprimand | C. Demotion |
| B. Suspension Without Pay | D. Termination of Employment |

Section 2. Association Representation. If a supervisor has reason to discipline or counsel an employee, they shall attempt to impose such discipline or counseling in a manner that will not embarrass the employee before other employees or the public. Employees must be notified that the conversation may lead to disciplinary action and given the opportunity to request Association representation.

Section 3. Discharge or other economic discipline. Employees who have completed the initial probationary period may only be disciplined or discharged for just cause. Any employee who is under consideration for discharge or other economic discipline shall be notified immediately in writing of that fact, as well as the basis for such action. The employee and an Association representative shall be afforded an opportunity to refute such charges or present mitigating circumstances at a time and place specified in the notice, which date shall not be less than five (5) calendar days from the date the pre-disciplinary notice is delivered. If the employee is dismissed, a grievance filed by or on behalf of the employee shall be initiated at Step 3 of the grievance procedure within ten (10) days of the discharge.

Section 4. Citizen Complaints. The City shall notify employees of all written citizen complaints against that employee or internal investigations except those involving criminal allegations. Upon completion of any such investigations, the City shall notify the employee of the results.

ARTICLE 13. PERSONNEL RECORDS

Section 1. Personnel Files. There shall be only one (1) official personnel file for each employee. However, this provision shall not be construed to prevent supervisors from maintaining a "working file" to be used for evaluation purposes. The City shall also maintain a separate medical file in accordance with HIPPA rules and regulations.

Commented [PR3]: Raise at the bargaining table what this sentence was supposed to apply to. If no one can articulate this, propose deleting it - or even improving it to have meaning.

Section 2. Inspection. An employee may inspect the contents of their official personnel file and any working file at reasonable times. Confidential reports received from references will be excluded. No grievance material, which would not normally be included in the personnel file, shall be kept there after a grievance has been resolved except the resolution of the grievance itself.

Section 3. Employee Signature. No information reflecting critically upon an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in their personnel file provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee and does not indicate agreement or disagreement."

If an employee is not available within a reasonable period of time to sign the material, the City may place the material in the files provided a statement has been signed by two management representatives that a copy of the document was mailed to the employee at their address of record.

Section 4. Written Rebuttal. If the employee believes that any of the above material is incorrect or a misrepresentation of facts, they shall be entitled to prepare in writing their explanation or opinion regarding the prepared material. This shall be included as part of their personnel record until the material is removed.

Section 5. Additional Information. Upon approval by the supervisor an employee may include in their personnel files, copies of any relevant material they wish, such as letters of favorable comment, licenses, certificates, college course credits or any other material, which reflects creditably on the employee. Such request may not be unreasonably denied.

Section 6. Removal of Material. Records of written reprimands, or other discipline, shall be removed from the personnel file thirty-six (36) months after resolution upon the written request of the employee.

ARTICLE 14. HOURS OF WORK

Section 1. Work Hours. The normal hours of work each day shall be consecutive. All employees shall be scheduled to work a shift, and each shift shall have an established starting and quitting time. However, nothing herein shall be construed to prevent the City from changing such schedule when operational needs require such change.

Section 2. Work Week.

- A. The work week runs from Sunday morning (12:00 A.M.) through Saturday night (11:59:59 P.M.), except jobs on shift rotation or irregular schedules whose work week begins with their first day of work each calendar week.
- B. The normal, full-time work week consists of forty (40) hours of work except jobs on shift rotations or irregular schedules.
- C. The work week is either five (5) consecutive days of eight (8) hour shifts with two (2) consecutive days off or four (4) consecutive days of ten (10) hour shifts with three (3) consecutive days off, at the discretion of the City unless the employee is assigned to on-call duty under Section 8 of this Article.
- D. Flex time. In no event may a supervisor compel an employee to flex his or her hours of work without the employee's express consent. Whenever it is agreeable to both the supervisor and the employee, employees may flex the hours in a work week that the employee works by working fewer hours than is normal in a shift, then work the same number of hours not so worked in a shift occurring later in the same work week. Conversely, the employee may work more hours than is normal in a shift, then work that number of extra hours less in a shift occurring later in the same work week. Flexed hours that produce a shift longer than is normally scheduled shall not produce an obligation to pay overtime for the hours so added to the shift.

Section 3. Work Schedules. Schedules showing employee shifts, workdays, and hours shall be posted on department bulletin boards. Regular changes in shift assignment may be made by the Department Head with seven (7) calendar days' advance notice, except for emergency situations.

Section 4. Rest Periods. Each employee shall be allowed a fifteen (15) minute rest period with pay during each one-half shift. The time at which rest periods are taken by an employee shall be in accordance with the operating requirements of each department and shall be considered compensated time.

Section 5. Meal periods. Each employee shall be granted not less than one-half hour as an uncompensated meal period during each work shift. Meal periods shall be taken at or about the middle of the work shift, consistent with operating requirements of each department. In overtime situations, meals will be handled according to state law.

Section 6. Clean-up Time. Employees shall be granted reasonable cleanup time when needed as a result of their assignment. This time is considered on duty time. The City shall provide the required facilities for the employees to clean up. Unless approved by a supervisor under special circumstances, clean-up time shall not exceed fifteen (15) minutes.

Section 7. Shift Trades. Upon approval by the department head or designee, employees may trade shifts when the change does not interfere with the operation of the department and if it does not produce an obligation to pay overtime. This rule applies to trades between employees of stand-by duty described below.

Section 8. Stand-by Duty (formerly “on-call” duty). If an employee is required by the City to serve stand-by duty, they shall be compensated at the rate of one (1) hour's pay for every eight (8) hours of stand-by duty. An employee assigned to standby duty may be required to report to work only where the performance of a service is so critical that it cannot be delayed until the next normal working day. A critical service is any service that, if not performed immediately, would pose a health or safety risk to the public. Management, in its sole discretion, shall determine whether work needed is sufficiently critical to justify summoning the standby employee to work. Employees on stand-by duty who are called out to work shall, for the first such call out, be paid a minimum of two (2) hours at the overtime rate. Thereafter, such employees will be compensated hour for hour at the overtime rate for all hours worked during the call-out and for any subsequent call-outs occurring between the end of the employee’s scheduled shift and midnight of the same day. With the exception of the weekly scheduled personnel change for stand-by, all stand-by personnel will be subject to the 24 hr. (midnight to midnight) call out pay schedule which stands as: 1st callout = 2 hr. minimum, all other callouts within the same 24 hr. period are time for time.

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Commented [SD4]: Please see the comment in the supposal summary as well as the included memo on Stand-by duty.

Commented [PR5R4]: Seth: The TEA proposal to insert the two sentences highlighted in yellow is acceptable IF the Association will accept the sentence the City proposes to follow them, inserted here at left.

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Section 9. Reporting Responsibility. An employee's failure to report to work as scheduled without notice for two (2) or more consecutive workdays shall be grounds for dismissal unless failure to notify was due to circumstances beyond the employee's control.

Grounds for grieving discipline based on this agreement are confined to the questions of 1) whether the employee notified the City within two consecutive workdays, or if not, then 2) whether the failure was due to circumstances beyond the employee’s control. In such cases, the burden of proof shall be on the grievant to prove one or the other.

ARTICLE 15. OVERTIME

Section 1. Definition. Employees will be compensated for hours worked in excess of ~~eight (8) hours per day if on a 5-8 schedule, ten (10) hours per day if on a 4-10 schedule, or forty (40) hours in a work week~~ the hours scheduled in their shift at the rate of one and one half (1-1/2) times their regular hourly rate.

Commented [PR6]: This edit is proposed strictly to simplify the wording of the current agreement - not to make any substantive change to it.

For the purpose of computing overtime compensation, all paid leave except unscheduled sick leave will be considered as time worked.

Section 2. Call Back. For employees who are not on stand-by duty but who are called back to work, overtime compensation shall be paid from the time the employee receives the call and for the actual hours of overtime worked provided that a minimum of two (2) hours shall be paid in each instance of a call back if the employee is called back at least one (1) hour before or after their shift.

Section 3. Distribution.

- A. Within the operational needs of a department, the City will attempt to distribute overtime opportunities equitably.
- B. Except in emergencies, employees will be given at least three (3) days' notice of ~~an~~ overtime assignment opportunities, which they may accept or decline. In case no employee accepts an offer of overtime work, or in the case of an emergency, overtime will be mandated by inverse order of seniority among the employees who are qualified to perform the work.

Section 4. Compensation. On a department-by-department basis, employees shall be compensated for overtime worked either by payment at the overtime rate or compensatory time off, at the City's discretion.

Section 5. Compensatory Time Accumulated. Employees may not accrue more than ~~sixty (60) forty (40)~~ hours of compensatory time. When an employee has accrued 40 hours of comp time, the City shall pay the employee overtime pay as it is earned, above 40 hours. ~~For employees who are at the sixty (60) hour cap, the City shall pay the employee for overtime hours worked at the overtime rate.~~

Commented [PR7]: To better manage its liabilities, the City needs to more tightly control comp time accruals.

ARTICLE 16. WAGES

Section 1. Step Increases. Current employees shall be paid in accordance with Exhibit A, attached. ~~Effective July 1, 2024-2013, the steps in each salary range will be 3.0% apart.~~ All employees will remain at the same step in their revised salary range, unless they are eligible for a step increase as provided for in Section 3 of this Article.

Section 2. Placement of Steps. Employees hired after the effective date of this Agreement shall be placed on Step A of the salary range unless the City Manager authorized placement at Step B based on previous experience.

Section 3. Progression of Steps. Employees will progress from step to step on the salary schedule on their anniversary date pending satisfactory performance. Employees hired before January 8, 1991, will have an anniversary date of July 1. ~~Employees not receiving a yearly performance evaluation shall be considered as "satisfactory" to "meet expectations" for the purpose of this Article. An step increase will not be employee who is denied for a step increase due to an unsatisfactory performance evaluation grade below "meets expectations" will become eligible for a step increase upon their successful completion of a performance improvement plan, unless the employee is also given and fails to pass a work improvement plan which details the area of unsatisfactory performance and expectations.~~

Section 4. Promoted Employee. Promoted employees shall be placed at their current step in their new range ~~at least 3.0-5% above their old rate of pay or at the top step, whichever is less.~~

Section 5. Probationary Employee. All new employees will be eligible for a step increase upon successful completion of their probation period.

Section 6. Wage Increases. All bargaining unit employees will receive at least the following wage increases:

A. New Step Schedule. ~~Effective and retroactive to July 1, 2024, the first two steps in all grades shall be dropped, making current Step C the "new" Step A, and the remaining Steps, through Step H shall be 5% apart~~ two new top steps labeled "Step G" and "Step H" will be added to the Salary Schedule stated in Exhibit A to this Agreement. Upon the addition of these new top steps, the percentage increments between the steps from "Step A" to "Step H" shall be as follows: 3.0% between Steps A and B, 3.0% between Steps B and C, 3.5% between Steps C and D, 4.0% between Steps D and E, 4.5% between Steps E and F, 5.0% between Steps F and G and 5.0% between Steps G and H.

B. Implementation of new Steps G and H. Subject to the requirements of Section 3 of this article pertaining to performance evaluations, ~~E~~employees who are at Step F on July 1, 2024, will progress to the new Step G on the anniversary of either their date of hire or date of promotion to their current position.

~~B-C. Additionally, following the market adjustments stated in subsection A above, effective and retroactive to July 1, 2024, wages shall increase by 2.5 4.15 3.5%, and become payable upon the signing of this Agreement by the representatives of both parties.~~

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~~C.D.~~ Effective July 1, 2022 2025, wages shall increase by 3.5% ~~no less than 3.0% and no more than 5%~~ based on the previous year's average of the CPI-U All Cities metric.

~~D.E.~~ Effective July 1, 2023 2026, wages shall increase by 3.5% ~~no less than 3.0% and no more than 5%~~ based on the previous year's average of the CPI-U All Cities metric.

Section 7. Reimbursement for ORDEQ and OHD tests. The City shall reimburse employees for the cost of ORDEQ and/or OHD tests to obtain certifications required for their classification. This does not apply to employees who fail the test or to those who already have the required certification upon their date of hire. To obtain reimbursement, the employee shall present the state-issued certificate to the Public Works Director.

All costs associated with required and pre-approved education, training, and testing to renew or maintain required credentials and/or certifications of the job classification occupied by the employee will be paid for, (not reimbursed), by the City.

Section 8. Certification Requirements. Certification for Facility Operators and Lead Facility Operators shall be in keeping with the requirements of the State or as required or approved by the City. A Lead Facility Operator must have a minimum certification at the same level as the State classification for the plant under their responsibilities. If a Facility Operator is promoted or hired into the Lead Facility Operator position who does not have the required certification for the given plant, such an appointment shall be subject to the condition that the employee obtains the required certification within twelve (12) months of the date the appointment is made. In such a case, during the temporary period a newly appointed Lead Facility Operator does not have the required level of certification they shall be compensated at the pay grade of a Facility Operator (pay grade 27) and consistent with other provisions of this Article. Each plant shall have a maximum of one Lead Facility Operator.

Section 9. Certification Pay. Employees become eligible for certification pay upon providing the respective state issued certificate to the Public Works Director. The employee will receive their certification pay beginning the month following the month the certificate is provided to the Public Works Director. ~~So long as Certificates must be are kept in good standing, in order to continue receiving certification pay, will not be denied and the City will not require an employee to allow their certifications to lapse.~~

A Facility Operator/Lead Facility Operator shall be paid one hundred ~~and twenty five~~ dollars (~~\$125~~\$100) ~~and one quarter percent (1.25%) of their base wage~~ for each ORDEQ or OHD Treatment Certification acquired for maintaining all certification necessary to operate the type of plant to which the given operator is primarily assigned (~~\$500% \$400~~ Maximum). A wastewater treatment operator shall not receive this compensation for a water treatment certificate and a water treatment operator shall not receive this compensation for a wastewater certificate.

Certification/Maintenance. Maintenance Workers who hold certifications for water distribution and wastewater collections shall be paid one hundred ~~and twenty five~~ dollars (~~\$125~~\$100) ~~and one quarter percent (1.25%) of their base wage~~ upon acquiring each ORDEQ or OHD Level Certification (~~\$500% \$400~~ Maximum – Level 4). This shall include cross connection/back flow tester holding that certification as authorized by the department.

CDL/Maintenance. Any Employee whose job description requires a CDL will be paid \$90 per month upon acquiring it and maintaining it. The City will provide on the job assistance and training to employees ~~toward acquiring/maintaining their CDL, to include drive time and the ability to perform pre-trip vehicle~~

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inspections. It is up to the employee actively seeking their CDL to ask for specific training.

Direct Responsible Charge (DRC). An Operator assigned as the DRC shall be paid five percent (5%) of their base wage.

Section 10. Payroll Dates. The City of Toledo shall establish two (2) payroll dates per month at relatively equal intervals. Payroll may be fully computed, or a mid-month payroll draw may be established against the employee’s expected monthly wages.

Section 11. Longevity Pay. ~~Employees who complete ten (10) ten years of service in the unit will receive an additional one percent (1.0%) of base pay. Employees who complete fifteen (15) years of service in the bargaining unit shall receive an additional one and one half percent (1.5%) of base pay. Employees who complete twenty (20) years of service in the bargaining unit shall receive an additional two percent (2.0%) of base pay and two and one half percent (2.5%) every five (5) years thereafter up to thirty (30) years of employment with the City.~~ In consideration of long-term service to the City, employees shall be paid additional amounts ~~monthly~~ for their continued service according to the chart below:-

<u>Years of Service</u>	<u>Month</u>	<u>Annual</u>
3-4 Years	\$75	\$900
5-9 Years	\$150	\$1,800
10-14 Years	\$225	\$2,700
15-19 Years	\$300	\$3,600
20-24 Years	\$375	\$4,500
25 + Years	\$450	\$5,400

These longevity increases are nonLongevity pay is noncumulative.

ARTICLE 17. RETIREMENT

The City shall participate in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP), or its successor. The City will pay the employer’s contribution and the employee’s six percent (6%) contribution.

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Commented [PR8]: Seth: we believe it a good idea to propose inserting the word "monthly" at left to make clear to all that longevity pay is paid monthly.

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Commented [PR9]: As a matter of bargaining policy, the City is no longer willing to commit to some mystery successor plan of which we can do nothing today.

ARTICLE 18. HOLIDAYS

Section 1. Recognized Holidays. The following days shall be recognized and observed as paid holidays:

New Year’s Day	Labor Day
MLK Day	Veterans’ Day
President’s	Thanksgiving Day
Memorial Day	Day following
Juneteenth on	Christmas Day
Independence	One (1) Floating
Labor Day	

The floating holidays shall be scheduled in advance with supervisor approval.

Section 2. Weekend Holidays. Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 3. Holiday During Leave. Should an employee be on authorized sick leave or vacation leave when a holiday occurs, the holiday shall not be charged against such leave or vacation.

Section 4. Holiday Work. Full time and part time employees scheduled to work on a designated holiday shall receive ~~one and one half (1½) two~~ times their scheduled rate of pay for all hours worked on that holiday. ~~plus eight hours compensated time off, or with pay at normal wage. Part time employees shall further receive paid time off at the straight time rate for the number of hours they worked on the holiday.~~

Section 5. Shift Employee Holiday Not Worked. If the holiday falls on the employee’s scheduled day off, the employee shall receive ~~eight hours of pay. Part time employees shall receive pay for the number of hours in their regular shift~~ a paid day off on a later date on which they are usually scheduled to work.

Section 6. Floating Holiday. ~~Floating holidays not used expire on December 31 of each year and are not liquidable.~~ All employees who have not utilized their floating holiday by July 1 shall be notified in writing by the City that they have remaining holiday time for that calendar year. ~~If the employee does not is denied approval to use their floating holiday by December 31st in throughout any calendar year, the City shall convert it to cash at pay the employee’s current at their straight time rate equal to the number of hours in their normally scheduled shift and include the amount on their January paycheck.~~

Section 7. Part Time Employees. Part time employees regularly scheduled to work 20 hours per week or more shall be paid for holidays on a pro-rata basis equivalent to the number of hours in their regular shift.

ARTICLE 19. VACATIONS

Section 1. Eligibility. Employees shall be eligible ~~for paid~~ to request and use accrued hours of vacation after ~~six (6) three (3)~~ months of continuous service with the City. Vacation benefits shall be computed from the date of hire.

Section 2. Accrual Rate. Full-time employees shall accrue vacation leave at the rate prescribed below:

Completed Years of Service	Accrual Rate
Date of Hire through Four Years	8 hours per month
Five through Nine Years	10 hours per month
Ten through Fourteen Years	12 hours per month
Fifteen through Nineteen Years	14 hours per month
Twenty or more Years	15 hours per month

Section 3. Continuous Service. Breaks in City employment shall result in a loss of continuous service for the purpose of vacation accrual. Time spent by an employee on paid military leave, sick leave, leave resulting from injury incurred in the course of employment, layoff and other authorized leave shall be included as continuous service.

Section 4. Pro-rated. Full time employees shall earn vacation allowance for any month in which they receive compensation for eighty (80) or more hours. If such compensation is for less than the equivalent of full-time hours, the vacation accrual shall be prorated to the number of hours compensated. Part-time employees shall earn prorated vacation benefits. Employees working ¾ time shall receive 80% of vacation, holiday, and sick leave benefits.

Section 5. Rate of Pay. The rate of vacation pay shall be the employee’s regular straight time rate of pay in effect for the employee’s regular job on the payday immediately preceding the employee’s vacation period.

Section 6. Vacation Requests/Preference. Vacation time off will be granted on a first come first served basis at the time requested by the employee, subject to supervisory approval and consistent with the operational needs of the City. If the City is compelled by such operational requirements to limit the number of vacations occurring at the same time, the employee with the greatest seniority within the job classification within their department shall be given preference of choice for vacation periods. This seniority right shall be exercised only once per fiscal year.

Section 7. Maximum Amount Permitted. The appropriate supervisor may require an employee to use accrued vacation if the number of hours accrued by the employee exceeds two hundred and fifty (250). No payment shall be made for vacation time beyond two hundred and fifty (250) hours because of accrual limitation unless the failure to take the vacation is caused by the City’s insistence that the employee be at work during a scheduled vacation period.

Section 8. Compensation. Any regular employee who resigns in good standing, is laid off, discharged, or retires from the service of the City for any reason prior to taking their vacation shall be compensated by check for all earned but unused vacation they had accumulated at the time of separation.

Section 9. Death Compensation. In case of death of a regular employee, compensation for accrued vacation leave shall be paid in the same manner that salary due the decedent is paid.

Section 10. Buy Back. In the event the City determines budgeted funds are available, employees may “sell back” a portion of their accumulated vacation leave each year from the City. An employee may request a

lump sum payment for up to 40 hours of accumulated vacation leave, as long as they retain a balance of at least 80 hours.

ARTICLE 20. SICK LEAVE

Section 1. Accumulation. All full-time City employees shall earn sick leave with full pay at ~~a rate equal to the number of hours worked in a regularly scheduled shift~~ the rate of eight (8) hours for each calendar month of service completed. Employees who regularly work twenty (20) hours per week or more shall accrue sick leave on a pro-rata basis. Sick leave shall accrue from the date of employment. Sick leave shall not be accumulated in excess of seven hundred twenty (720) hours.

Section 2. Purposes for which Sick Leave may be taken. Employees may utilize their allowance for sick leave for any purpose permitted under Oregon’s Sick Time Act, which purposes are summarized in Exhibit B to this Agreement. For purposes of this section, an employee’s family member is defined as the employee’s ~~husband, wife~~ spouse, ~~registered~~ domestic partner ~~as defined by the State~~, biological, adopted or foster son, daughter, father or mother, the employee’s ~~brother, sister~~ sibling, ~~step-sibling~~, ~~father-in-law~~, ~~mother~~ parent-in-law or parent of a domestic partner, grandparent, or grandparent’s spouse or domestic partner, grandchild, or the grandchild’s spouse or domestic partner, or other relative living in the employee’s household. “Family member” also includes ~~one with whom the employee was or is in a relationship of “in loco parentis”~~ any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

Section 3. Procedure. To use sick leave, the employee shall notify the immediate supervisor of the need to use accrued sick leave, the nature and expected length thereof as soon as possible, and not less than one hour prior to the employee’s first regular work shift. To the extent that the need to use sick leave is foreseeable, employees shall give their supervisor ten (10) calendar days advance notice in writing of the need to use it.

Section 4. Verification. Medical verification from the employee’s health care provider of the need to use accrued sick leave may be required at the option of the department head or his designee for absences of over three (3) consecutive workdays. If an employee’s supervisor reasonably suspects that an employee is abusing sick time, including engaging in a pattern of abuse, the supervisor may require verification from a health care provider of the need of the employee to use sick time, regardless of whether the employee has used sick time for more than three consecutive days.

As used in this paragraph, “pattern of abuse” includes, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days or paydays. The City shall pay for the reasonable costs associated with the employee’s procurement of a medical verification or certification required under this section, including lost wages, that are not paid under a health benefit plan in which the employee is enrolled. Furthermore, no employee shall be required to disclose either the nature or details of the illness or reason for which the employee received treatment. Such requirements will be applied equitably and consistently.

Section 5. Sick Leave Donation. Any employee may donate a portion of their own accrued sick leave to another City employee who is off work and who has exhausted all but the number of hours of paid leave that would cover three (3) of the employee’s shifts. Employees may donate up to eighty (80) hours of sick leave, as long as they retain a balance of at least eighty (80) hours.

ARTICLE 21. OTHER LEAVES

Section 1. Family and Medical Leave. The City of Toledo provides unpaid, job-related leaves of absence

to eligible employees under the Oregon Family Leave Act (OFLA).

If, by the counting method stated in the Family Medical Leave Act (FMLA), the City comes to employ 50 or more employees, the employees in the bargaining unit shall become eligible for leave rights under the FMLA.

Section 2. Paid Leave Oregon. The City recognizes the right of employees who qualify to use Paid Leave Oregon for the purposes stated in the Act. The City reserves for itself all the rights, remedies and privileges accorded to employers in the Act. Employees who are applying for PLO benefits may utilize up to 100% of their available leave while awaiting or receiving PLO benefits in hourly increments per workday that they choose. Accordingly, an employee may choose to debit their paid leave accruals against sick leave, compensatory time, vacation leave or their floating holiday, in that order.

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Section 3. Bereavement. A leave of absence with pay for up to three (3) days shall be granted an employee for the death of a family member as that term is defined in Article 20.2. Should circumstances require an employee to be absent longer than three (3) days, the excess shall be charged against accumulated compensatory time, sick leave or vacation leave. Employees may use up to two (2) weeks of sick leave for bereavement purposes which leave must be used within sixty (60) days of receipt of notice by the employee of the death of the family member. Unpaid bereavement leave is also available under OFLA.

For Bereavement leave for deceased persons other than a family member, employees may use compensatory time or vacation leave.

Section 4. Witness/Jury Duty. When an employee is called for jury duty or subpoenaed to appear in court as a witness related to their employment with the City, they will not suffer any loss of pay. They shall transfer any and all compensation, less mileage allowance received, to the City and shall receive their regular compensation for the time covered by the absence. Time not worked because of such service will not affect seniority, vacation or sick leave accrual. Witness leave is not available for court events that are unrelated to City employment.

Section 5. Military Leave. Eligible employees shall be granted leave in accordance with applicable federal and state law.

Section 6. Education and Training Leave. When it requires employees to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability related to their employment, the City shall pay their wages in compliance with the Fair Labor Standards Act. The employee shall be reimbursed for all tuition, fees, books and materials for training courses the City requires the employee to take relative to City employment.

The City will make a reasonable effort to provide mutually beneficial training opportunities. Within the operational needs of a department, the City will attempt to distribute those opportunities equitably.

Section 7. Leave Without Pay. For personal reasons that do not fall under the purposes of OFLA, a leave of absence not to exceed six (6) months may be granted by the City Manager in his or her sole discretion. Employees must exhaust all accrued vacation leave and compensatory time to be eligible for consideration.

The employee shall not accrue leave benefits or seniority during such leave. All insurance benefits for the employee and any dependents discontinue during leave under this Section. The employee shall not lose seniority during unpaid leave. If the unpaid leave is not for a purpose for which sick leave may be used.

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City of Toledo and Toledo Employees' Association Agreement Expires 6/30/24

the employee shall not lose any accrued but unused sick leave. The City will make a good faith effort to return the employee to their same position upon completion of such leave, but it shall not be required to do so. Leave time may be extended with the approval of the City Manager.

ARTICLE 22. HEALTH AND WELFARE

Section 1. Insurance Benefits Generally. The City shall make available to eligible employees and their eligible dependents medical, dental, vision, life and long-term disability insurance that is substantially equal to that presently in effect, if available.

Section 2. Medical, Dental and Vision Insurance. For employees regularly scheduled to work forty (40) hours per week and for their eligible dependents, the City shall pay 90% of the premiums for medical, dental and vision insurances. The remaining ten percent (10%) shall be paid by the employee by monthly payroll deduction.

For employees regularly scheduled to work twenty but less than forty hours per week, the City will pay 90% of the premiums for medical, dental and vision insurances for the employee only. The remaining ten percent (10%) shall be paid by the employee by monthly payroll deduction. Such employees may add eligible dependents to their plans at their own cost. As used in this Article, the eligibility of dependents for coverage is determined by the health plans themselves.

Section 3. Insurance Carriers. The City reserves the sole right to select the carriers of all of the insurance coverage. The employee shall have the option to self-pay for greater levels of coverage if available.

ARTICLE 23. TRAVEL EXPENSES

~~Section 1. Reimbursement Rates~~ Per diems for meals. The City shall reimburse employees for expenses incurred while on authorized City business at the following rates: When employees travel away from the City for a half-day or more for pre-authorized training or to conduct City business, the City shall pay them in advance of their travel a meal allowance for the particular meals anticipated in a sum equal to the per diem rates for meals in the state of Oregon established by the U.S. Government Services Administration (GSA). Those rates may be found at the GSA website.

To be paid the meal per diem in advance, the employee must apply for it to their supervisor not less than ten (10) business days in advance of the date of travel. "Business days" are days on which the City's Finance Department is open.

Commented [PR10]: Are "five business days" enough time for Finance to issue per diems to employees?

If the cost of a conference or training includes a meal or meals (or the event charges an additional cost for same), the City will pay their cost, but no per diem for such meals will be paid to the employee.

ITEM	RATE
Mileage	IRS approved rate
Meals	Actual cost up to a maximum of
Breakfast	\$12.00 + 15% gratuity
Lunch	\$12.00 + 15% gratuity
Dinner	20.00 + 15% gratuity
Lodging	Reasonable registration actual costs
Training	Actual costs

~~Section 2. Lodging. All lodging accommodations shall normally be arranged, determined and reserved by the employee's department head or designee in advance for overnight trips for such events as conventions, conferences, training, etc. Such accommodations shall be "reasonable" in cost. Employees may stay at facilities where scheduled functions are being held. If such facilities are full, similar accommodations may be used as a substitute.~~

~~Section 3. Conference/Meal Cost. If a conference or workshop includes a meal, the total cost of that meal will be paid by the City even if it is more than the maximum rate allowed for meals as stated above.~~

Commented [PR11]: We propose moving the agreement in Section 3 into Section 1 on meals.

~~Section 4.3. City Vehicles. When travel is required to conduct city business, including travel to trainings and the like, the City prefers employees to use a City vehicle, in which case the City will reimburse the employee for the purchase of fuel. Employees who choose to use their own vehicle when a City vehicle is available will not be reimbursed for fuel, mileage or the like. Only if a City vehicle is not available will the City reimburse the employee at the current IRS mileage rate.~~

~~Section 4. Share Rides. Employees are encouraged to share rides, especially where State convention or association meetings are involved.~~

~~Section 6.5. Travel Voucher Expense Reimbursement Form. In the event that expenses arising out of travel for City business are paid by the employee, reimbursement for travel expenses, including fuel expense for City vehicles, lodging, meals, etc., will be made by submitting an Travel Voucher Expense Reimbursement Form and receipts that are for approval~~ed by the Department Head and the City Manager. Employees shall document all reimbursable expenses with appropriate receipts. City employees are responsible for submitting reimbursement claims through the Department Head and City Manager to the City Treasurer not later than 10 days following completion of travel.

ARTICLE 24. WORKERS' COMPENSATION

Section 1. Definition. Occupational injuries and illnesses incurred on the job are covered by workers' compensation statutes. The City and the employees agree to abide by said statutes.

Section 2. Related benefit. When an employee is absent from work due to injury or illness incurred in the course and scope of City employment that is the basis for an accepted workers compensation claim, upon the application of the employee, the City will pay the injured employee the difference between any disability payment or time-loss payment received under Workers' Compensation laws and the employee's usual net pay. In such instances, employees may choose to have prorated charges made against sick leave, compensatory time, vacation pay and holiday pay, in that order.

Section 3. Seniority Accrual. The employee shall continue to accrue seniority and receive full medical insurance as set forth in Article 22 while absent from work due to an accepted workers compensation claim for as long as they remain eligible for insurance according to the terms of the medical plan. Should the requirements for health insurance eligibility change and fall below the current standard outlined in the medical plan, the parties agree to bargain that change. Negotiations should begin within a reasonable time after notification of the change.

ARTICLE 25. SAFETY, PERSONAL PROTECTIVE EQUIPMENT AND UNIFORMS

Section 1. Safety Regulations. Federal and State safety regulations shall be strictly observed by the City, the Association, and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the City. No employee shall be expected to operate any equipment or to perform a work assignment that is reasonably considered to be unsafe.

Section 2. Clothing & Safety Gear. The City shall provide the following safety clothing/gear when appropriate as required by their position at no charge to the employee:

- Traffic rated reflective safety vests with city logo
- Public Works employees receive safety approved T-shirts with city logo once a year (five per employee)
- Hearing and eye protection
- Safety gloves for various tasks
- Hard hats
- Baseball caps with city logo
- Fleet mechanic receives weekly laundry service of coveralls
- ODOT approved high visibility safety Jackets

Section 3. Footwear & Rain Gear. The City shall provide the following clothing/gear on a shared cost basis:

- A. At the City’s discretion, based on job assignment, related risk and handled on a reimbursement basis the employee may purchase safety-toes work boots, hip waders, or muck boots. Reimbursement shall not exceed two hundred and fifty dollars (~~200~~250) annually. Employees must provide an original receipt in order to receive reimbursement. All safety-toed shoes must meet American National Standards Institute (ANSI) standards. Any replacement required more frequently than annually shall be preapproved by the department head.
- B. Rain Gear – The City shall reimburse up to two hundred dollars (\$200) every two (2) years for approved rain gear. More frequent replacement shall be on an as needed basis with the approval of the department head. Employees must provide an original receipt in order to receive reimbursement.

Exceptions to these amounts may be considered on a case-by-case basis at the discretion of the department head.

ARTICLE 26. GENERAL PROVISIONS

Section 1. Gender Reference. All references to employees in this Agreement are intended to include all genders thereof.

Section 2. Job Descriptions. Individual job descriptions for each class shall be reduced to writing and provided to employees upon assumption of the position. In the event job duties are changed substantially, the job description will be updated, and a copy provided to the employee.

Section 3. Unilateral Changes. If during the term of this Agreement the City must change the status quo in a way that impacts a mandatory subject of bargaining, it will give the Association not less than fourteen (14) days advance written notice of its intention to do so, and the Association shall have fourteen (14) days from delivery of the notice to deliver to the City a demand to bargain the impacts of the change. In cases in which the Association exercises its right to bargain, the bargaining process shall be governed by ORS 243.698. The City agrees to provide the Association with copies of all changes to policies that it proposes affecting the bargaining unit.

Section 4. Joint Labor Management Committee. In the interest of providing safe and efficient services, the parties agree to establish a joint labor/management committee to:

- A. Review new programs that directly impact employee working conditions prior to implementation of such programs;
- B. Develop and maintain an occupational safety and health program; and
- C. Discuss any matters pertinent to maintaining good employer employee relations.

~~Such meetings shall occur at least quarterly and will normally be held during working hours. The Association President and City Manager shall schedule such meetings for the calendar entire fiscal year every July. The parties may mutually elect to meet more or less frequently as necessary.~~ Employees attending shall suffer no loss of pay or benefits.

Commented [PR12]: The Association's section 4 proposals are acceptable, though we prefer the wording added that you see.

Each party shall elect up to two (2) members of the committee. At least one member elected by the Association must be an Association officer.

ARTICLE 27. WORK OUT OF CLASSIFICATION

Section 1. Definition. When an employee is required to assume the major responsibilities of a job classification with a higher pay range ~~for more than ten (10) consecutive workdays~~ they shall receive premium pay except when the employee is enrolled in a specific departmental training program not to exceed four (4) weeks. An employee shall be given written verification of the specifics of said program. An employee working in a higher job classification shall track their hours worked in that classification on their timecard.

Section 2. Premium Pay. The premium pay shall be five (5) percent above the employee's regular salary retroactive to the first hour of the assignment and continuing until the assignment is terminated.

ARTICLE 28. SAVINGS CLAUSE

Should any section or portion thereof of this Agreement be adjudged unlawful and unenforceable by any court of competent jurisdiction, legislative body or administrative agency, such decision shall apply only to the specific section or portion thereof, directly specified in the decision or legislation. Upon the issuance of such decision, the parties agree that either party may demand to bargain a substitute for the invalidated section or portion thereof. In that event, the bargaining will be governed by ORS 243.698. Such negotiation should begin within a reasonable time from the issuance of the decision. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE 29. TERMINATION

Except where otherwise agreed, this Agreement shall become effective upon signing by the representatives of both parties and shall remain in full force and effect through June 30, ~~2024~~ 2027. It shall automatically ~~open~~ renew from year to year thereafter unless either party notifies the other in writing by on January 1 of the year of expiration ~~of its intent to terminate the Agreement and open negotiations for a successor agreement and the parties will strive to schedule the first two bargaining sessions for a successor agreement no later than January 31 of that year.~~

Signed this ____ day of _____
for the City of Toledo by:

Signed this ____ day of _____
for the Toledo Employees Association by:

Rod Cross, Mayor

~~John Hoffman~~ Michael Barker, President

~~Ric Saavedra~~ Caleb Hall, Bargaining Team Member

Zac Dues, Bargaining Team Member

**Exhibit A
Salary Schedule
Wages Effective July 1, ~~2021~~ 2024**

Grade	Position	Steps					
		A	B	C	D	E	F
1	Custodian 1.00 FTE effective July 1)	\$2,510	\$2,587	\$2,665	\$2,743	\$2,826	\$2,910
-	-	-	-	-	-	-	-
18	Maint/Clerical Worker 1	\$3,374	\$3,476	\$3,580	\$3,687	\$3,795	\$3,912
	Utility Billing Clerk	-	-	-	-	-	-
	(added/joined to "Municipal/Grounds Maintenance" position)	-	-	-	-	-	-
19	Maint/Clerical Worker 2	\$3,476	\$3,580	\$3,687	\$3,795	\$3,912	\$4,029
	Planning Tech	-	-	-	-	-	-
	-Municipal/Grounds Maintenance	-	-	-	-	-	-
21	Maint/Clerical Worker 3	\$3,687	\$3,795	\$3,912	\$4,029	\$4,149	\$4,274
	Accounting Clerk	-	-	-	-	-	-
	-Municipal Maintenance Worker II	-	-	-	-	-	-
23	Maintenance Worker 4	\$3,852	\$3,970	\$4,088	\$4,211	\$4,336	\$4,468
	Skilled Laborer	-	-	-	-	-	-
23a	Maintenance Worker/Equipment Operator	\$3,954	\$4,069	\$4,189	\$4,313	\$4,436	\$4,569
	Equipment Maintenance Mechanic	-	-	-	-	-	-
24	Facility Operator Trainee	\$3,912	\$4,029	\$4,149	\$4,274	\$4,401	\$4,533
-	-	-	-	-	-	-	-
27	Facility Operators - Jr Plant Operator	\$4,274	\$4,401	\$4,533	\$4,670	\$4,811	\$4,956
	WTP	-	-	-	-	-	-
	WWTP	-	-	-	-	-	-
28	Lead/ Sr.Facility Operators	\$4,401	\$4,533	\$4,671	\$4,811	\$4,955	\$5,102
	Lead Worker - Crew Leader	-	-	-	-	-	-
	Lead Facility Operator - WTP	-	-	-	-	-	-
	Lead Facility Operator - WWTP	-	-	-	-	-	-
	-	-	-	-	-	-	-
	Technical Services Operator	\$15.49	\$15.95	\$16.42	\$16.93	\$17.43	\$17.96
-	-	-	-	-	-	-	-

Changed on July 1, 2020
3% Increase
Changed on July 1, 2024
2.5% increase

Salary Grade	Position	A	B	C	D	E	F	G	H
9	Custodian	\$2,756	\$2,838	\$2,923	\$3,026	\$3,147	\$3,288	\$3,453	\$3,625
-	-	-	-	-	-	-	-	-	-
10 (hourly)	Children's Library Specialist	\$17.01	\$17.52	\$18.04	\$18.67	\$19.42	\$20.29	\$21.31	\$22.37
	Library Adult Program's Specialist	-	-	-	-	-	-	-	-
	Library Technical Services Operator	-	-	-	-	-	-	-	-

Page 37

City of Toledo and Toledo Employees' Association Agreement Expires 6/30/24

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18	Utility Billing Clerk	\$3,705	\$3,816	\$3,931	\$4,068	\$4,231	\$4,421	\$4,642	\$4,874
19	Municipal Grounds Maintenance Worker	\$3,816	\$3,931	\$4,049	\$4,190	\$4,358	\$4,554	\$4,782	\$5,021
21	Maintenance Worker 2	\$4,048	\$4,170	\$4,295	\$4,445	\$4,623	\$4,831	\$5,072	\$5,326
23	Accounting Clerk	\$4,230	\$4,357	\$4,488	\$4,645	\$4,831	\$5,048	\$5,300	\$5,565
24	Maintenance Worker 4 Planning Technician	-	-	-	-	-	-	-	-
24	Facility Operator Trainee	\$4,295	\$4,424	\$4,557	\$4,716	\$4,905	\$5,125	\$5,382	\$5,651
25	Equipment Maintenance Mechanic	\$4,341	\$4,472	\$4,606	\$4,767	\$4,958	\$5,181	\$5,440	\$5,712
27	Equipment Operator Jr. Facility Operator	\$4,693	\$4,833	\$4,978	\$5,153	\$5,359	\$5,600	\$5,880	\$6,174
28	Crew Leader	\$4,833	\$4,978	\$5,127	\$5,307	\$5,519	\$5,767	\$6,056	\$6,358
	Sr. Facility Operator	-	-	-	-	-	-	-	-

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*Reflects increases stated at Article 16.6.

Exhibit B

Purposes for which sick leave may be used

Employees are entitled to use the City’s sick leave benefit for the following purposes. Reference to “family members” means an employee’s spouse, ~~domestic partner~~, biological, adopted, foster ~~son,~~ ~~daughter, father or mother, the employee’s sibling, step-sibling, parent-in-law or parent of a domestic partner, or stepparent or stepchild, parent-in-law,~~ grandparent or grandparent’s spouse or domestic partner, ~~or grandchild or the grandchild’s spouse or domestic partner,~~ or any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

- For an employee’s or family member’s mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.

-
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
 - To care for a family member with a serious health condition.
 - To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
 - To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
 - To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
 - To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
 - To donate sick leave to another employee for qualifying purposes. (See Article 20.65 of the TEA Collective Bargaining Agreement).
 - For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	June 26, 2024	Approve a Human Resource Specialist position and salary range
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Finance Director/Asst. CM A. Carey	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to approve the position and salary range for the Human Resource Specialist position effective as of July 1, 2024.

Background:

The Human Resource Specialist job description has been updated in order to begin recruitment for a full time human resources staff person in fiscal year 2024-2025.

Fiscal Impact:	Fiscal Year:	GL Number:
\$5,004 - \$6,087 (salary range)	2024-2025	001-100-500000 011-110-500000 012-120-500000 012-125-500000 013-130-500000 013-135-500000

Attachment:

- Human Resource Specialist job description

	City of Toledo Human Resource Specialist Job Description	
	Salary Range: \$5,004 to \$6,087 per month	Department: Finance Department
	Classification: FLSA Non-Exempt	Supervisor: Finance Director/ACM
	Representation: Non-Represented	Location: City Hall

General Roles and Responsibilities

Under the general supervision of the Finance Director/Assistant City Manager, the Human Resource Specialist oversees human resource functions for the City of Toledo. This includes managing labor and employee relations, recruitment and onboarding, assisting with benefit enrollment, periodically reviewing and developing job descriptions, and administering and tracking employee leave. Additionally, this role contributes to the development of policies, procedures, and practices to enhance operational efficiencies, while ensuring compliance with federal, state, and local employment laws.

Supervision Received and Exercised

- Works under the supervision of the Finance Director/Assistant City Manager
- Works in conjunction with the City Attorney on human resource matters
- Supervisory functions are not an expectation of this position

Knowledge and Skills

Minimum Education

- High School Diploma or Equivalent (GED) required.
- Associate’s Degree in Human Resources or a related field preferred.
- Society of Human Resources Management (SHRM) certification, Human Resources Certification Institute (HRCI) certification, or other relevant certifications preferred.

Minimum Experience

- At least two (2) years of progressively responsible experience in human resources or related field required.
- An equivalent combination of experience and education that demonstrates the knowledge, skills, and ability to perform the essential duties of the position will be considered.

Skill & Ability in:

- Proficient knowledge of modern principles, methods and practices of human resources.
- Proficient troubleshooting skills to resolve issues or problems by identifying alternative solutions, interpreting compliance documentation, projecting consequences of proposed actions, and communicating and/or implementing recommendations in support of goals and maintaining compliance.
- General time management and mental and physical organizational skills that support the ability to focus, have clarity, and use strategy to fulfill a variety of tasks successfully.
- Intermediate problem-solving skills, and the desire to improve city functions.

- The ability to exercise a high degree of judgment and discretion and maintain the confidentiality of sensitive information.
- General skills in Microsoft Office Suite, and the use of the Internet for research and online reporting.
- The ability to type at least 40 words per minute.
- The ability to write and speak clearly and concisely and to express ideas and recommendations effectively both orally and in writing.
- The ability and willingness to maintain effective communication and working relationships with peers, other City departments, employees, representatives from other agencies, vendors, and public officials using tact, courtesy, and good judgment.

Primary Duties/Responsibilities

- Handles routine labor relations and human resource inquiries related to policies, procedures, and bargaining agreements; refers complex matters to appropriate management staff.
- Stays up to date on human resources issues and employment law to support the City in its compliance with changes in labor legislation, state, and federal personnel regulations.
- Maintains and processes confidential, sensitive information concerning personnel actions, legal actions, and terminations.
- Serves as a link between management and employees by handling questions, interpreting, and administering contracts, and helping resolve work-related problems.
- Advises managers on organizational policy matters such as equal employment opportunity, harassment, and leave laws as well as recommending needed changes.
- Manages recruitment activities and the creation of job postings and job descriptions. Conducts an initial review of application materials submitted; develops scoring system creation and maintenance; develops appropriate interview questions and skills assessments.
- Conducts new hire orientation to build a strong foundation for new employees and increase employee engagement.
- Assists management and legal counsel in conducting disciplinary investigations, and working with supervisors to issue written disciplinary documents.
- Interprets and implements collective bargaining and personnel policies in consultation with management.
- Processes, files, and tracks workers' compensation claims.
- Works with employees to answer benefits questions and assists in processing changes related to qualifying life events and open enrollment elections.
- Analyzes and makes recommendations to management to modify compensation and benefits policies to ensure compliance with legal requirements.
- Conducts benefit orientations with new employees and processes enrollment-related information.
- Prepares and/or maintains employment records.

Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Usual office working conditions: noise level in the work area is typical of most office environments with telephones, personal interruptions, and background noises. Frequent contact with all departments within the City, co-workers, and the public by phone, email, online, and in person.

Physical Requirements:

The employee is frequently required to sit, stand, bend, kneel, stoop, communicate, reach and manipulate objects. The position requires mobility including the ability to frequently lift or move materials up to ten pounds, and occasionally lift or move materials up to 25 pounds. Manual dexterity and coordination are required more than 60% of the work period while operating such equipment as computers, keyboards, telephones, and standard office equipment.

Additional Information

Reasonable accommodation may be made to enable qualified individuals with disabilities to perform essential functions.

Essential competencies of this job are described under the headings above. They may be subject to change at any time. The omission of specific statements of duties does not exclude them from the position, if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and may be changed by the employer at any time.

Revised:

June 20, 2024

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	June 26, 2024	Approve updated Assistant Library Director job description
Council Goal:	Agenda Type:	
Choose an item.	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Library Director H. Baker	ACM A. Carey	City Manager Doug Wiggins

Recommendation:

Motion to approve the updated job description for the Assistant Library Director.

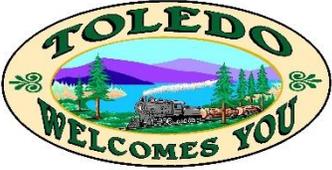
Background:

Staff updated the job description for the Assistant Library Director duties as they have changed over the years. The attached job description is the representation of those changes.

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

Attachment:

1. Assistant Library Director Job Description

	City of Toledo Assistant Library Director Job Description	
	Salary Range: \$4,249 - \$5,243/month	Department: Library Department
	Classification: FLSA Exempt	Supervisor: Library Director
	Representation: Non-Represented	Location: Toledo Public Library

General Roles and Responsibilities

This Assistant Library Director assists the Library Director in managing the day-to-day operations of the Toledo Public Library. These duties include purchasing and curating the adult collection, processing new adult print materials, providing direct patron services, maintaining and tracking volunteer schedules, preparing and submitting monthly reports, preparing and deploying adult programming, and enforcing Library policies. Additional duties include responsibility for all interlibrary loans and processing, staff supervision and general library administration.

Supervision Received and Exercised

- Works under the general direction of the Library Director
- Supervises all other Library employees and volunteers
- Supervises all Library operations in the Library Director’s absence

Knowledge and Skills Required

Minimum Education

- H.S. Diploma or equivalent (GED) required, with some college strongly preferred in the area of Library Sciences.

Experience

- Experience in a library setting strongly preferred. Experience in directing employees and understanding budgets is preferred.

Knowledge of:

- Professional practices, procedures, and techniques of Library Science
- Principles and practices of public library functions
- Principles and practices of public administration as applied to a public library

Skill & Ability in:

- Customer Service
- Creativity
- Use of computer and various software applications (proficient level)
- Learning new software
- Utilization of online resources
- Effective verbal and written communication
- Task organization
- Time management

- Delivering public presentations
- Working courteously and effectively with others, including staff, volunteers, and the public
- Frequent and efficient telephone communication (proficient)
- Making decisions in an environment of limited resources and competing claims

Primary/Essential Responsibilities

Interlibrary Loans

- A. Provides inter-library loan services using OCLC WorldShare, including processing daily courier drops and notifying patrons of their holds
- B. Accurately maintains records relating to this service
- C. Manages the receipt and delivery of interlibrary loan materials

Collection Management and Programming

- A. Assists in the implementation of children's, youth, and adult programming
- B. Purchases and processes materials as directed by the Library Director
- C. Assigns technical services operator duties

Patron Service

- A. Provides reference service, including obituaries and news articles, using online and offline sources
- B. Accurately maintains records relating to reference service
- C. Staffs the circulation and reference desk
- D. Shelves and retrieves library materials, and tends to the information needs of patrons
- E. Handles patrons' concerns and complaints

Operations/Administration

- A. Works with the Director, City administration, and Library Advisory Board in developing effective procedures and policy
- B. Supervises, directs and supports front desk staff, adult and children program specialists and volunteers
- C. In absence of Director, will assume Library operations
- D. Participates in outreach and establishes and maintains communication with community organizations, businesses, schools, and other community groups
- E. Locks/unlocks the building and prepares for opening/closing of the facility to the public
- F. Organizes and implements the volunteer program
- G. Prepares grant proposals
- H. Counts and reconciles donations and other payments received from the cash box
- I. Prepares and submits monthly reports

Performs other tasks at the direction of the Director.

(Tasks listed are intended to be descriptive and not restrictive. An employee in this classification may perform any of the tasks listed; however, these examples do not include all the tasks which an employee may be expected to perform.)

Working Conditions

The work characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Usual office and library working conditions: work is performed primarily in an office environment, using a computer, telephone, and a variety of office equipment. The noise level is generally low except

during performances and presentations. Crowded rooms, the presence of book dust, concrete floors, proximity to machines, central air conditioning, fluorescent lights, frequent interruptions, the sharing of work station with other staff and volunteers, and contact with library users from all walks of life with varying degrees of physical and mental abilities are typical aspects of the work environment. Only occasional hazards or obstacles are present overall.

Physical Requirements: this position may require bending, gripping with hands and fingers, typing, kneeling, lifting up to 25 pounds, pulling, pushing, reaching, standing, stooping, twisting, and walking. Moving from one area to another quickly; reaching arms above head in order to place or retrieve objects weighing up to ten (10) pounds on 7-foot high shelves, and using both hands to handle, feel, or operate objects, tools, or controls is necessary. Close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus while engaged in tasks such as checking patron identification, locating books or other materials on library shelves, monitoring children's movements during programs, etc. are necessary. Use of the eyes, hands, and fingers simultaneously; sufficient hearing in order to interact with library users and co-workers immediately; and the ability to speak in order to interact with library users and co-workers are necessary. Some travel to attend conferences, for up to a week at a time, is customary.

Additional Information

Reasonable accommodation may be made to enable qualified individuals with disabilities to perform essential functions.

Essential competencies of this job are described under the headings above. They may be subject to change at any time. The omission of specific statements of duties, does not exclude them from the position, if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and may be changed by the employer at any time.

Revised: 06/20/2024

Adopted:

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	June 26, 2024	Approve updated Library Adult Program Specialist job description
Council Goal:	Agenda Type:	
Choose an item.	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Library Director H. Baker	ACM A. Carey	City Manager Doug Wiggins

Recommendation:

Motion to approve the updated job description for the Library Adult Program Specialist.

Background:

Originally we were moving forward with the intent to find a bilingual specialist. Given the difficulty to find qualified candidates, we have amended the job description to a preference rather than a requirement for a second language. It will also help get the adult specialist in so we can improve upon our adult programming.

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

Attachment:

1. Adult Program Specialist job description

	City of Toledo Part-Time Adult Programs Specialist 06/20/2024 Job Description	
	Salary Range: \$16.43 - \$19.05	Department: Library Department
	Classification: Not-exempt	Supervisor: Library Director
	Representation: Toledo Employee Association	Location: Toledo Public Library

General Roles and Responsibilities

The Adult Programs Specialist is responsible for coordinating educational and recreational services for the adult population in our community. These programs include the adult Summer Reading Program, podcast, author talks, workshops, and more. The Adult Programs Specialist will perform circulation, reference, and other patron assistance duties on the front desk. This position is also responsible for development, cataloging and maintenance of the library’s adult collections, including print and audiovisual media.

Supervision Received and Exercised

- This position reports to the Library Director

Knowledge and Skills Required

- Strong written and verbal communication skills
- Knowledge of library policies, ethics, and professional principles
- Leading, teaching, and supporting adult learners in a variety of contexts
- Digital and information literacy
- Proficiency with common desktop software, including Microsoft Word and Excel, and ability to quickly learn and adapt to new and changing systems and processes
- Strong customer service skills
- Spanish fluency (written and verbal) is preferred, not required

Minimum Education

- High school diploma or equivalent required
- Associate’s degree or higher preferred

Minimum Experience

- Two years of experience in customer service or equivalent required
- Experience in education, public programming, or training is preferred, not required

An equivalent combination of experience and education which demonstrates the knowledge, skills, and ability to perform the essential duties of the position will be considered.

Certifications/Licenses

Knowledge of:

“Title of position” Job Description

- Experience with library software and processes preferred (Koha ILS, OCLC Connexion, etc.)

Skill & Ability in: (Some proficiencies already listed below, change as needed)

- Proficient in Microsoft Word, Excel, and various other Office programs
- Excellent verbal and written communication skills
- Establishing priorities and organizing own workload

Primary/Essential Responsibilities

General

(Tasks listed are intended to be descriptive and not restrictive. An employee in this classification may perform any of the tasks listed; however, these examples do not include all the tasks which an employee may be expected to perform.)

Adult programming

- Planning, developing, and implementing educational and recreational programs for adults (older teens through seniors)
- Marketing and promotion of the library's adult programs and services
- Co-hosting the library's weekly podcast
- Grant writing and management

Adult collection management

- Selection and purchasing
- Cataloging and physical processing
- weeding/deaccessioning
- planning, creating and managing displays
- collection organization and physical arrangement
- rotation of new materials

Patron service

- Circulation and reference service
- Technology assistance

Working Conditions

Usual office and library working conditions: work is performed primarily in an office environment, using a computer, telephone, and a variety of office equipment. Schedule is flexible to accommodate some required offsite and after-hours work. The noise level is generally low except during performances and presentations. Crowded rooms, the presence of book dust, concrete floors, proximity to machines, central air conditioning, fluorescent lights, frequent interruptions, the sharing of work station with other staff and volunteers, and contact with library users from all walks of life with varying degrees of physical and mental abilities are typical aspects of the work environment. Only occasional (20-40%) hazards or obstacles are present overall.

Physical Requirements

Physical Requirements: this position may require bending, gripping with hands and fingers, typing, kneeling, lifting up to 25 pounds, pulling, pushing, reaching, standing, stooping, twisting, and walking. Moving from one area to another quickly; reaching arms above head in order to place or retrieve objects weighing up to ten (10) pounds on 7-foot high shelves, and using both hands to handle, feel, or operate objects, tools, or controls is necessary. Close vision, distance vision, peripheral vision, depth

perception, and the ability to adjust focus while engaged in tasks such as checking patron identification, locating books or other materials on library shelves, monitoring children’s movements during programs, etc. are necessary. Use of the eyes, hands, and fingers simultaneously; sufficient hearing in order to interact with library users and co-workers immediately; and the ability to speak in order to interact with library users and co-workers are necessary.

Additional Information

Reasonable accommodation may be made to enable qualified individuals with disabilities to perform essential functions.

Essential competencies of this job are described under the headings above. They may be subject to change at any time. The omission of specific statements of duties, does not exclude them from the position, if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and may be changed by the employer at any time.

Revised: 06/20/2024

Insert adoption/revision date here



Toledo City Council Dashboard – May 2024

Police

Traffic

Citations	
Driving Uninsured	2
Driving W/O Privileges	2
DWS-Violation	6
Fail Carry Proof Insurance	1
Failure to Display/Switch Plate	1
Failure to Use Seat Belt	1
Failure to Yield Emergency Vehicle	1
Improper Display of Sticker	1
Pass in No Passing Zone	1
Violation of Basic Speed Rule	1
Violation of Posted Speed	5
Violation of Posted Truck Route	3
Total	25

	<u>Citations</u>	<u>Warnings</u>	<u>Total</u>	<u>Average Warning</u>	<u>DUII</u>
Total	25	56	81	69%	1

Overtime

Chief	8	Non-Compensated	
Dispatch	153.75		
Patrol	94.25		
Total	248		
Grand Total	251		

Library

- Total Circulation of Library Materials: [District reports delayed until Friday, June 7]
- Hotspots: 9
- Laptops: 1
- In-Person Visits (derived): 1,357
- Community Room Use: 17
- AV Room users: 14
- Volunteer hours: 52.5
- Children’s Program Attendance: 151



Podcast Downloads: 79
 Public Computer Sessions: 179
 Reference questions: 130

Facebook
 Post Reach: 4,837
 Post Engagement: 1,313
 New Page Likes: 9
 New followers: 21

Fire

No report

Municipal Court

No report

Administration

Summary of visits on the City's website by page.

Page path and screen class	↓ Views	Users	Views per user	Average engagement time	Event count All events
	7,030 <small>100% of total</small>	2,129 <small>100% of total</small>	3.30 <small>Avg 0%</small>	1m 07s <small>Avg 0%</small>	21,139 <small>100% of total</small>
1 /	1,357	832	1.63	15s	4,391
2 /finance/page/make-payment	524	352	1.49	18s	1,755
3 /meetings	414	108	3.83	1m 19s	1,082
4 /jobs	413	233	1.77	24s	1,269
5 /library	237	140	1.69	54s	773
6 /police	181	121	1.50	36s	823
7 /community/page/history-toledo	180	157	1.15	1m 11s	728
8 /calendar	153	96	1.59	25s	355
9 /contact	132	89	1.48	22s	312
10 /fire	119	90	1.32	37s	464

Upcoming events:

June 29 – Art Toledo’s Chalk the Block 9:00 a.m. – 12:00 p.m.

July 3 – 10:00 a.m. Mural ribbon cutting at the Toledo Library & City Council meeting cancelled



Public Works

New Construction Applications:

1. Conversion to create apartment at 680 W Hwy 20
2. Foundation work at 564 SE 6th Street
3. Foundation work at 1103 NW A Street
4. Patio cover at 750 NE Meadow Hill Drive
5. Sign installation at 740 SE 6th Street
6. Work in the Right-of-Way permit for driveway at 331/305SE Elder Street

Land Use Applications:

1. Lot Line Adjustment at 1585 SE Sturdevant Road

Annual Department Statistics				
Type of Permit	May	2024	2023	2022
Building Permit	5	14	31	21
Other Permits*	1	20	38	38
Land Use Application	1	5	19	23
Truck Permit	0	15	14	14
Value of Construction Improvements	\$205,321	\$1,071,749	\$2,180,889	\$2,267,667

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