



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

TOLEDO CITY COUNCIL
Regular Meeting – also via Zoom Meeting Platform
May 15, 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. Presentations**
Presentation – Police Department; Police Chief Mike Pace
- 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**
There are no items for discussion
- 5. Discussion Items**
There are no items for discussion
- 6. Decision Items**
 - Resolution No. 1548, A resolution establishing a policy related to signs placed on the Dairy Queen sign posts and at the East and West junction entrances into the City of Toledo
 - Consider funding support for Lincoln County Health and Human Services Community Shelter and Resource Center (Emergency Winter Shelter Program)
 - Update to the Toledo Public Library policies
 - Resolution No. 1549, a resolution adjusting the rates and charges to be paid by the users of the water system of the City of Toledo and **repealing Resolution No. 1521**
 - Resolution No. 1550, a resolution adjusting rates and charges to be paid by the users of the sewerage system and repealing Resolution No. 1514
 - Resolution No. 1551, a resolution approving a grant agreement with the Department of the Oregon State Fire Marshal
 - Consider an amendment to the Greater Toledo Pool and Recreation District Lease
 - Consider an amendment Municipal Court Judge Services Contract

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.

- Contract award – Black Rock Underground, LLC for Phase 1A of Mill Creek raw water line replacement


7. Reports and Comments

- Committee updates

8. Adjournment

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**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	May 15, 2024	Resoluton No. 1548, A Resolution establishing a policy related to signs placed on the Dairy Queen sign posts and at the East and West junction entrances into the City of Toledo
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:

Move to approve Resolution No. 1548, a resolution of the Toledo City Council establishing a policy related to signs placed on the Dairy Queen sign posts and at the East and West junction entrances into the City of Toledo, and directing City Staff.

Background:

Per the City Council’s request, staff has added the clarification to make clear that the Public Works Department (PWD), at the Public Works Director (PWD)’s direction, are the only person or entity authorized to install (see Section 4, paragraph g.) and remove (see Section 4, paragraph i.) the signs. Staff also (see highlighted): (1) defined “Sign Official” better, PWD, or City Manager, if on appeal or PWD is unavailable (see Section 3, para e); (2) Clarified that the City may charge \$50 per sign to reimburse for labor costs (Section 4, para k); (3) Added the City has the right to refuse a reservation or to end a reservation if sign placed or removed by someone other than PWD (see para m.); and (5) repeated violations can result in a ban (see para m.)

Based on the First Amendment to U.S. Constitution, Article I, section 8, of the Oregon Constitution, appellate case law, including *Shurtleff v. Boston*, *Reed v. Town of Gilbert*, staff believes this policy is legally sufficient and will assist in preventing claims made against the City.

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

Attachment:

1. Policy (clean version for adoption)
2. Policy (highlighted changes)

**CITY OF TOLEDO
RESOLUTION NO. 1548**

A RESOLUTION OF THE TOLEDO CITY COUNCIL ESTABLISHING A POLICY RELATED TO SIGNS PLACED ON THE DAIRY QUEEN SIGN POSTS AND AT THE EAST AND WEST JUNCTION ENTRANCES INTO THE CITY OF TOLEDO, AND DIRECTING CITY STAFF

WHEREAS, The City of Toledo (“City”) accepted a donation of the East Highway 20 Junction sign from the Toledo Hometown Project Committee on July 7, 1999; and

WHEREAS, The City received a grant, from the Oregon Tourism Commission, to supplement the funds raised by the Toledo Hometown Committee, to construct the sign at the West Highway 20 Junction on March 15, 2000; and

WHEREAS, The City installed two sign posts in the City’s right-of-way, adjacent to 1725 NW Highway 20, across from Dairy Queen, during the week of August 22-26, 2022; and

WHEREAS, The City having a sign policy in place is important because: 1) it provides a framework with which decisions can be made regarding the eligible signs and banners; and 2) provides a point of reference for the decisions related to the posting of signs and banners to decrease the likelihood of challenges under the first amendment.

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

Section 1. Purpose. That the City Council establishes that the purpose of this policy is to establish guidelines for:

- a. The exhibition of temporary or portable signs and banners, for city-endorsed events, which are located on or near the “Welcome to Toledo” signs at the East and West Junctions of Highway 20-Business 20, near the entrances into the City (hereafter defined as “East and West Junction signs”); and
- b. The exhibition of temporary or portable signs and banners, for city-endorsed events, which are located on the posts adjacent to Dairy Queen in the City of Toledo’s right-of-way after entering the City from the West Junction of Highway 20-Business 20 (hereafter defined as “Dairy Queen Post signs”); and
- c. The exhibition of temporary or portable signs and banners of community service organizations at the East and West Junction and Dairy Queen Post Sign Locations; and
- d. Collectively, when referring to the above-described signs and banners, the term “banners” is included in the term “signs” throughout this policy. The terms “signs” and “banners” are used interchangeably throughout this policy.

Section 2. Findings. That the City Council makes the following findings in declaring the policy of the City of Toledo:

- a. The City Council determines that it is the policy of the City of Toledo that the signs, at the locations identified Section 1 (hereafter “Sign Locations”), are permitted only for city-endorsed events, or community service organizations, as defined in Section 3 below; and

- b. This policy is the City’s private speech – that the city-endorsed events and community service organizations are permitted as an expression of the city’s official sentiments; and
- c. The signs allowed at the Sign Locations will not be open “to accommodate to all applicants,” which is viewed by *Shurtleff v. Boston* decision to not be government speech, but to be private speech; and
- d. The signs at the Sign Locations are not intended to serve as a forum for free expression by the public; and
- e. Therefore, the City intends to regulate the time, place, and manner of the signs at the Sign Locations.

Section 3. City-Endorsed Events. That the City Council adopts the following as an expression of the City of Toledo’s official sentiments as far as which signs can be placed at the Sign Locations:

- a. The signs are intended to highlight 1) City-endorsed community events, which are events that the Sign Official decides will increase community enhancement, tourism, economic development, or School District events, with preference given to the City’s endorsed events above all others; and 2) Signs that promote community service organizations (for example, Rotary, Elks, Kiwanis, etc.) which the Sign Official determines has some altruistic purpose benefiting the community, and is not solely self-serving for only its members; and
- b. The city-endorsed events are further meant to honor the City’s enhanced support of education, art, and to attract tourism and business to Toledo, including, without limitation, the Wooden Boat Show, Art Toledo events, and honoring graduations from the Toledo High School; and
- c. This policy does not permit “advertising,” “commercial advertising,” or “commercial vending,” which is prohibited. For example, “Drink Coke” is not permitted as it is advertising. This is distinguished from what is allowed, including, a sign stating “The Wooden Boat Show sponsored by Coke,” or a wooden boat show event sign with a corporate or organizational symbol included on the sign, such as the Rogue Brewery, identifying it as a sponsor of an event; however, no corporate or organizational symbol, by itself, on a sign or banner, is permitted, if there is no event, unless it is of a community service organization with an altruistic purpose as determined by the Sign Official; and
- d. There is no “swapping” of a permit that has been granted, or a transfer allowed among different parties, or substitution of events.
- e. Sign Official: The Public Works Director (PWD), and City Manager, upon appeal of the PWD’s decision or unavailability, acting as the “Sign Official,” may delegate authority to implement the specifics of this policy. If the Public Works Director does not find that a planned event is “a city-endorsed event” or “public service organization,” or declines to issue a permit to place a Sign or Banner for any reason, the City Manager may consider the request of the applicant, as an appeal of the decision. Appeal from the City Manager is to the City Council, at a public meeting, based on the specifics of this policy. Alternatively, the City Council may decide to let the City Manger’s decision stand and not consider the request.

Section 4. Permit Process: That the City Council establishes a permit-based system:

a. Priority: The City's events will take priority over signs for community service organizations. Regardless, the City will accept permit applications on a first come first served basis, except the City may reserve a spot for its events.

b. Permit Required: No signs shall be placed at the Sign Locations designated in Section 1 except as provided by this policy and after a permit has been issued by the Public Works Director or City Manager, acting as the "Sign Official," who may delegate authority to implement the specifics of this policy; and

c. Start Date: The start date for the period that signs can be placed at the Sign Locations is not based on anything that the permit-holder states on the signs, but instead is based on the date that the permit is issued. Regardless of when the permit application is submitted, the permit term shall start when the permit is issued, which shall be specified on the permit application, without the city staff having to review the actual sign to be placed at the Sign Locations.

d. Permit Term: The City will grant a permit for a period of 14 days, or 21 days, from the date that the permit is issued, or for a longer or shorter period, based on the request of the applicant in the permit application, at the sole discretion of the City. The City may also take a sign down early, referencing the log and looking at the number on the sticker, if there are too many applications; and

e. Application: City Staff shall create a simple permit system under which an applicant who seeks to put up temporary signs will submit a relatively simple application form, requiring the applicant's name and address, entity, if any, name of the event, and the date that the applicant wishes the permit to be issued and sign removed; and

f. Sticker: The City will place a sticker (with a date, a specified number of days into the future, as defined in subsection d. above) on the back of the Signs. Additionally, the city staff will maintain a log of the permit start dates, and will place an identifying number on the sticker for those Signs.

g. Installation: The City's Public Works Department, at the direction of the Public Works Director, is the only authorized person or entity allowed to install the signs and banners. Although the start date begins when the permit is issued, the applicant understands that installation may take up to one (1) week after the applicant has delivered the Signs to City Hall, and shall retrieve them from the same location once removed. Regardless of when a permit application is submitted to the city, the City Manager or designee will coordinate with the Public Works Department (PWD) to place the signs, based on when a permit is issued, without regard to a permit applicant's location preference at a particular Sign Location.

h. Display Location: The display locations are limited, as is the staff time available to manage the signs installation and removal, and as such over utilization by any one applicant may be limited if too many signs or locations are applied for or too many re-installations are requested.

i. Removal: The City's Public Works Department, at the direction of the Public Works Director, is the only authorized person or entity allowed to remove the signs and banners. All signs will be removed if they have not been issued a permit, or the date on the city-issued sticker has expired. Public Works will remove signs by: (1) looking at the date on the city-issued sticker, or (2) referencing the log and looking at the number on the sticker, and (3) without consideration of the event dates on the face of the signs; and

j. Constitutional Issues: The constitutional significance of the procedure is that it can be carried out without any need for the city employee acting as the enforcement officer to see or read any part of the permit-holder’s messages on the face of the Signs; and

k. Compensation/Fees: The City will not financially benefit or receive compensation for allowing signs on or near the “Welcome to Toledo” signs at the East and West Junctions of Highway 20-Business 20, except to reimburse itself for labor costs in administering this policy in the amount of \$50 per sign, at the Dairy Queen Post Sign Location, and at the East and West Junctions of Highway 20-Business 20.

l. Damages: The City of Toledo is not responsible for damages, without limitation, occurring to signs and banners, during installation and removal, or while on display, due to weather, theft, vandalism, or for any other reason. During a sign or banner deployment, should the signs or banners become damaged or impaired to a point that the Sign Official determines that the signs or banners pose a hazard to the commuting public or will interfere with operational or safety conditions, the signs or banners shall be removed and returned to the applicant. If there is remaining time within the permit period, the applicant may be allowed to provide replacement signs or banners for the remainder of the permit period. At no point will the city refund any reimbursement fee paid for labor costs for signs or banners already installed.

m. Refusal: The City reserves the right to refuse a reservation that may be in violation of any of provisions in this policy. The City also reserves the right to refuse a reservation or to end a reservation if a sign or banner has been placed or removed by someone other than the Public Works Department. Repeated violations of the policy could result in a ban of a person or organization from using the sign locations.

This Resolution shall be effective upon passage by the City Council this 15th day of May, 2024.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Lisa Figueroa

**CITY OF TOLEDO
RESOLUTION NO.**

A RESOLUTION OF THE TOLEDO CITY COUNCIL ESTABLISHING A POLICY RELATED TO SIGNS PLACED ON THE DAIRY QUEEN SIGN POSTS AND AT THE EAST AND WEST JUNCTION ENTRANCES INTO THE CITY OF TOLEDO, AND DIRECTING CITY STAFF

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j. Constitutional Issues: The constitutional significance of the procedure is that it can be carried out without any need for the city employee acting as the enforcement officer to see or read any part of the permit-holder's messages on the face of the Signs; and

k. Compensation/Fees: The City will not financially benefit or receive compensation for allowing signs on or near the "Welcome to Toledo" signs at the East and West Junctions of Highway 20-Business 20, except to reimburse itself for labor costs in administering this policy in the amount of \$50 per sign, at the Dairy Queen Post Sign Location, and at the East and West Junctions of Highway 20-Business 20.

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m. Refusal: The City reserves the right to refuse a reservation that may be in violation of any of provisions in this policy. The City also reserves the right to refuse a reservation or to end a reservation if a sign or banner has been placed or removed by someone other than the Public Works Department. Repeated violations of the policy could result in a ban of a person or organization from using the sign locations.

This Resolution shall be effective upon passage by the City Council this ___ day of _____, 2024.


APPROVED:

Mayor Rod Cross

ATTEST:

City Recorder Lisa Figueroa

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	May 15, 2024	Consider funding support for Lincoln County Health and Human Services Community Shelter and Resource Center (Emergency Winter Shelter Program)
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Recorder L. Figueroa	City Recorder L. Figueroa	City Recorder L. Figueroa

Recommendation:

Motion to direct staff to allocate \$5,000 from the 2023-2024 fiscal year City Council Strategic Fund, Special Purchases line item in support of the Lincoln County Emergency Winter Shelter Program.

Background:

The City Council received a report from the Lincoln County Health and Human Services Community Shelter and Resource Center (Emergency Winter Shelter Program) at their regular meeting on May 1.

During the presentation, Lincoln County representatives (County) indicated there were several Toledo individuals who utilized the program and were able to re-establish themselves. Following the presentation the County asked the City Council for financial support.


After some discussion, there was a consensus to approve \$5,000 in support of the program and directed staff to bring the issue back for formal action at the next regular meeting. Staff indicated there is enough funds available in the City Council Strategic Fund (line item special purchases).

Fiscal Impact:	Fiscal Year:	GL Number:
\$5,000	2023-2024	020-000-607500

Attachment:

1. None

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	May 15, 2024	Update to the Toledo Public Library policies
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:

Motion to approve the Toledo Public Library policies.

Background:

The Toledo Public Library policies have not been updated in some time. The City Council is required to approve the policies, to provide the most protection for the liability of the City of Toledo. Staff has worked with the interim Library Director to update these policies and combine them into one document. Staff recommends approval.

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

Attachment:

1. Toledo Public Library Policies



TOLEDO PUBLIC LIBRARY POLICIES

Adopted by Toledo City Council on May 15, 2024



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Collection Development Policy

The mission of the Toledo Public Library is to provide high quality library service and maintain an organized collection of resources that meet the educational, informational, cultural, and recreational needs of the community. The Library prides itself as an essential resource that helps to ensure equal access to information that results in a free, democratic, literate society.

Because of the volume of publishing, as well as the limitations of budget and space, the library must have a selection policy with which to meet community interests and needs. Toward that end, the Library purchases fiction and nonfiction books, periodicals, audio books, video recordings, and musical recordings.

The Toledo Public Library has joined with other libraries in a consortium network to share resources, and library users have the collections of those libraries available to them as well as material in electronic format subscribed to by those libraries. Further, through OCLC WorldShare, patrons can access library collections all over the country.

This collection development policy is used by the library staff in the selection of materials and also serves to acquaint the general public with the principles of selection.

This collection development policy, like all other policies, will be reviewed and/or revised as the need arises.

Authority and Responsibility for Selection

The responsibility for the selection of library materials rests ultimately with the Library Director. The Library Board of Directors, an advisory body to the Toledo City Council, and the City Council itself, participates and approves the drafting of this policy for selecting and acquiring materials, and the policy is carried out by the Library Director. All staff members and community members are encouraged to recommend materials for consideration. When considering the collection, concern should be given to all ages, backgrounds, interests, and abilities. The library collection shall be an unbiased and diverse source of information, representing as many viewpoints as possible. The Library must consider not only the present needs of the community but must anticipate the future needs whenever possible.

Neither the Library Director nor the Library Staff can read or review every item purchased. For that reason, selection is made through reliable sources such as professional library journals, book reviewing services, and the book review sections of magazines and newspapers. The authority and responsibility for the selection of library materials is delegated to the Library Director and, under his/her direction, to the staff who are qualified for this activity. The advice of specialists is requested in fields in which staff members do not have sufficient expertise. Suggestions from readers are welcome and are given serious consideration within the general criteria. The final decision rests with the Library.

Intellectual Freedom

The District believes that the right to access materials of varying viewpoints is an important part of the intellectual freedom that is basic to democracy.

While anyone is free to select or reject materials for themselves or their own minor children, the freedom of others to read or inquire will not be restricted. The Library does not stand in loco parentis (in the place of parents). Parents and guardians, not the Library or staff, have the responsibility to guide and direct the reading, listening and viewing choices of their own minor children.

Selection Criteria and Guidelines

No library has the resources to purchase everything available—selection among various titles and various formats is required. The evaluation of materials is characterized by flexibility, open-mindedness, and responsiveness to the changing needs of the citizens of Toledo and the surrounding area. The Library will not attempt to collect scholarly material, rare books, or manuscripts, but will maintain a core collection of classics. Final decisions are based on the values and interest of the item to the public, regardless of a patron's selective personal taste. The guidelines considered meant to assist in the selection of materials are:

1. Books in the collection will generally be selected for their factual, accurate, effective style, the suitability and significance of the subject matter, and the reliability and sincerity of opinion. In addition to these qualities, a suitable book must have durable and attractive paper, binding, and print.
2. Each title is judged individually according to its intrinsic merit, the subject treated, the reader interest and the need for the book in an organized collection. Each title is judged as a whole and isolated passages in and of themselves are not used as criteria.
3. In order that readers may get balanced information, the library attempts to provide materials that present different points of view on a topic, even those points which may be regarded by some as controversial whether because of political expression, affiliation, or moral implication.
4. Works will not be excluded due to challenging or controversial content.
5. The following points will be considered when selecting nonfiction materials:
 - A. The subject matter and scope of the materials
 - B. The treatment of the subject—complete or partial, scholarly or technical
 - C. Suitability of material for the clientele
 - D. Timeliness of the material
 - E. The author's qualifications
 - F. Format and condition
 - G. Popular demand/ historical value/ local interest
 - H. Price
6. Cataloging and shelving decisions will be made for each item at the discretion of library staff, in accordance with established industry best practices and local user needs. Because cataloging and subject analysis rely on human judgment in an ever-changing world, item classification and collocation will be continually reviewed and updated when/as needed.

Allocation of Resources

The Toledo Public Library uses circulation by collection—and within a collection circulation by subject area and/or genre—as the means of allocating purchasing dollars. The current collection is divided between three categories of Children's books, Adult books, and other media. The Library will accept donations of books if they conform to the guidelines of the donations policy. Unusable materials will be disposed of as the Library sees fit.

De-selection of Materials

As important as selection is, de-selection must not be overlooked. The Toledo Public Library uses the CREW: A Weeding Manual for Modern Libraries from the Texas State Library, an industry standard. The following are considered before removing an item from the collection: circulation frequency; physical condition (damage or poor condition); potential future use; value to the total library collection; availability of the information or title elsewhere, obsolescence, accuracy, relevance, space and budget limitations; number of copies in the collection of the library, consortium or Lincoln County Library District. The Library director, with input from the staff member responsible for developing a particular area, will make the de-selection decisions.

Reconsideration Procedures

The choice of library materials by users is an individual matter. Responsibility for the reading of children and adolescents rest with their parents and legal guardians. While a person may reject materials for him/herself and for his/her children, he/she cannot exercise censorship to restrict access to the materials by others. The Toledo Public Library supports intellectual freedom and endorses the Intellectual Freedom Statements and Guidelines of the American Library Association.

Patrons wishing to express concerns about materials already in the collection will be invited first to discuss their concerns with appropriate staff and/or the Director. Should a patron still be unsatisfied, s/he may formally request that the Library reconsider its classification or possession of an item by submitting a Request for Reconsideration of Library Materials form to the Library Director. In consultation with appropriate staff and the Library Advisory Board, the Director will promptly review the item in question, together with any available reviews of the material. The Director, other appropriate staff, and the Library Advisory Board having reviewed the material in question, will each fill out a copy of the Request for Reconsideration form, including his/her recommendation as to appropriate action, which will be to either retain or remove the item for the collection. Any labeling, alteration, or sequestering of the material will not be sanctioned. The Director will convey this decision to the requestor in writing. Should the patron wish to pursue the matter further, s/he may ask that the Director bring the matter before the City Manager. This decision will be final and will be conveyed in writing to the patron submitting the request.

General Room Use Policy

The use of the community room on the first floor and west side of the library is governed by the following guidelines:

1. No intoxicating substances or tobacco are to be consumed in the facility.
2. The library does not have staff available to maintain this room after each use. Expect to do your own set up and take down of chairs and tables. Expect to take away you own garbage and sweep the floor and wash the tables and/or chairs.
3. Your use of the room does not include access to any other parts of the library. There is a restroom located downstairs for your use.
4. You may arrive early to set up **ONLY** if you have reserved this time when you signed up for the room and have gone through the procedures to secure access.
5. You may not remove any of the furniture or features of the room.
6. Expect to pay for any damage caused by you or your group's use of the room.
7. Users of the community room may be asked to leave if use is deemed disruptive or in any way contrary to Library policy.
8. Library staff may enter and remain in the community room at any time during a scheduled meeting.
9. Activities for minors, age 17 or younger, must be supervised by responsible adults.
10. Permission to use the community room is not transferable, the person who completed the application should remain in the room throughout the meeting/event.
11. The user of the room (hereafter "applicant," whether or not an actual application was filed but to whom permission was given to use the room) shall hold the city of Toledo, its employees, and agents harmless from any claim, loss, or liability arising out of or related to the applicant's use of the premises, or any condition of the used premises, including any such claims, loss or liability which may be caused by or contributed to in whole or in part by the City, its employees and agents. The applicant shall indemnify the City: (1) for any damage to the City's property occurring during the use thereof, whether or not the applicant is responsible; and (2) for any damage to person or property that results from the use, without limitation; and (3) for expenses and costs, including attorney's fees, incurred by the City or its employees and agents, in defending against any claims or demands for losses or liability arising from or related to the applicant's use of the premises.

Book Donation Policy

The library is very happy to receive donations of no more than 12 new and recently published materials, in good condition. With the rare exception of unique or historically significant items, the Library will not accept materials more than 3 years old. The decision to include donated materials in the collection rests with the Library according to the Collection Development Policy. Donated items become the property of the library and will not be returned to the donor if they are not added to the collection. **Most donated items are not added to the collection.**

If a receipt is needed, please complete our Donation Form, and you will receive a letter from the library director thanking you for the donation. Items we do not accept:

1. VHS tapes
2. Magazines or catalogs
3. Condensed books (Reader's Digest Condensed Books, Newsweek Condensed books, etc.)
4. Books in poor condition, i.e. moldy, damp, dirty (in a physical sense), missing pages or covers, badly damaged, pages loose
5. Encyclopedias or other reference sets
6. Textbooks
7. Personal feelings or expectations attached to the donation.

We suggest that you dispose of these types of items by either taking them to The Pick of the Litter thrift store in Newport or by removing their covers, cutting the glue strip from the binding edges of the pages and taking them to a recycling center.

Technology Assistance Policy

In support of our mission to provide our patrons with information that empowers, enriches, and educates, the Toledo Public Library is pleased to offer our patrons technology assistance including one on-one appointments.

Assistance Availability

All staff members have been trained to assist patrons in the use of various emerging technologies. As staff time permits, we are happy to try to help patrons with technology questions and concerns. The Toledo Public Library cannot guarantee that staff will be available to users at all times. One-on-one appointments are available for patrons who need more than 15 minutes of staff assistance.

Limitations

Library staff cannot assist with:

1. Lost or forgotten login credentials
2. Computer viruses
3. Hardware maintenance
4. Installing software unrelated to library services
5. Computer maintenance, such as running anti-virus scans

Staff is explicitly prohibited from performing commercial transactions for patrons, contacting third parties, or filling out personal forms on a patron's behalf. Contact information for the Library and/or its staff cannot be used in lieu of contact information for patrons. Library staff cannot be held responsible for damage done to a patron's device.

Technology Appointments

One-on-one technology appointments can be made for patrons looking for in-depth assistance. Patrons can bring their own device or can utilize a public Internet station for their appointment. Library staff are not repair technicians, and appointments are NOT intended to troubleshoot computer problems or repair hardware.

It is the patron's responsibility to bring any needed logins/passwords or equipment, including any power cords or cables. The library will not be able to provide computer accessories for your device.

To schedule an appointment, patrons must contact the library in advance. Dates and times of appointments are subject to availability of staff.

Confidentiality of Library Records Policy

In keeping with Oregon Revised Statute 192.355(23), the Toledo Public Library will not disclose circulation records, showing use of the specific library material by a named person or the name of a library patron together with the address, telephone number, or email address of that patron.

Information we gather and retain about library users includes:

1. Name
2. Address
3. Telephone number
4. Email address
5. Birth date
6. Records of materials checked out, charges owed, payments made
7. Requests for interlibrary loans or reference service
8. Sign-up information for library classes or programs

By registering for a library card, a patron gives consent for the Library to gather and maintain this information. We will not sell, license, or disclose it to any third party, except as to an agent or independent contractor working under a contract to perform services for the Library, the Lincoln County Library District, or the City, without consent, unless permitted by law.

The Toledo Public Library protects the privacy of all library members, no matter their age. This includes minors who do not have a parent or guardian available to sign a library card application or permission slip. Unaccompanied youth experiencing homelessness should be able to obtain a library card regardless of library policies related to chronological age. Parents and guardians of minor children who wish to obtain access to their child's library record must provide the child's library card (or card number), and have the child give verbal consent to library staff permitting access to the parent or guardian, or there must be a court order, to obtain records. If a friend or family member wishes to access your library records, they must present your card and indicate that they have your permission. Library staff may access your personal information only for the purpose of performing their assigned duties.

Internet Use Policy

The Toledo Public library is committed to providing free and open access to educational, informational, cultural, and recreational resources for library users of all ages and backgrounds. The internet is one of the information resources that enables the Library to provide information beyond the confines of its own collection. Ideas, information, and commentary are accessible from around the world, and because of this, users are cautioned that it is an unregulated medium. The internet offers access to a wealth of material that is personally, professionally, and culturally enriching to individuals of all ages. It also enables access to some materials that may be offensive, inaccurate, incomplete, or illegal. The Library cannot control or monitor access because the internet is a vast network with access points that can and do change often, rapidly and unpredictably. Access to this material does not imply sponsorship or endorsement by the Library. Users are encouraged to be good information consumers by evaluating the validity of information and applying critical thinking skills to what they find.

The Library upholds and affirms the right of each individual to have access to constitutionally protected material. However, the library has a zero-tolerance approach when library patrons are viewing sexually explicit material. There are federal and state laws that apply to exhibiting sexually explicit material in view of minors. If there are minors in viewing distance of sexually explicit material, the library staff will notify the Toledo Police Department.

The internet and computers will be used in a manner consistent with the Library's Rules of Conduct. Misuse or abuse the Library's equipment or access will result in revocation of use of the computers or internet, Library privileges, and/or criminal prosecution.

Library patrons use the internet at their own risk. The library is not responsible for the content of the internet, changes in content of the sources to which the library pages link, or for the content of sources accessed through secondary links.

Minors Use of Internet

Consent given on the part of parents or legal guardians for a library card constitutes acknowledgement by the parents or guardians that they have a responsibility for monitoring their child's use of all library resources, including public computers. Parents or legal guardians should guide their children in use of the Internet and inform them about materials they should not use. The Library recommends that parents or legal guardians accompany their children to the Library. Although the library affirms and acknowledges the rights and responsibilities of parents and guardians to monitor and determine their children's access to library materials and resources, including those available through the Internet, the library has taken certain measures designed to assist in the safe and effective use of these resources by all minors, including providing Internet filtering.

To address the issue of the safety and security of minors who use email, social media, and other forms of direct electronic communications, and to warn them against making unauthorized disclosures about their Internet use and personal identification information, the library urges minors to keep in mind the following safety guidelines:

1. Never give out identifying information such as home address, school name, or telephone number.
2. Let parents or guardians decide whether personal information such as age, marital status, or financial information should be revealed.
3. Never arrange a face-to-face meeting with someone via the computer without parents' or guardians' approval.
4. Never respond to messages that are suggestive, obscene, threatening, or make one uncomfortable.
5. Have parents or guardians report an incident to local authorities and to the National Center for Missing and Exploited Children's 24-hour call center at 1-800-843-5678 if one becomes aware of the transmission of any visual depiction of sexually explicit conduct involving a minor (a person less than 18 years old), which is child pornography under federal law.
6. Remember that people online may not be who they say they are.
7. Remember that everything one reads may not be true.

The Library promotes responsible use of the Internet and of its Internet workstations by the following:

1. Parents are responsible for directing and guiding their children's use of the Internet.
2. Computers/Internet access are provided primarily for research and education. Entering private or personal information on any public Internet workstation or wireless network is not recommended. We do not, and cannot, guarantee the privacy of any such information entered on a public workstation or a wireless connection.
3. The Public Access Computers (PACs) are set for a one-hour time limit by default, but not monitored by staff unless there is a line of waiting patrons. Users may request additional time if no one is waiting for a computer, but users are not guaranteed additional time.
4. PACs may be reserved 24 hours ahead by calling the library and making arrangements. We will hold the reservation until 10 minutes after the appointed time.
5. Copy prices are set by the City of Toledo City Council. Please see current fee schedule.
6. There is to be only one person at a time per computer. Exceptions can be made for study teams working together.
7. Children under the age of 10, must be accompanied by parents or responsible adults.
8. Computer users shall not talk loudly or allow the sound on the computer to be played loudly or have a group (3 or more persons) congregate around the computer
9. No patron will display sexually explicit or obscene graphics/text on the computer within view of minors. No patron will use the PAC to conduct illegal activity.
10. PAC users will not have food or drink around the computers.
11. PAC users are not permitted to add, delete, or modify any hardware or software in the Library's system or to load personal software on to Library machines.
12. Internet use will be managed in a manner consistent with the Library's Rules of Conduct. Failure to use the Internet/Computers appropriately and responsibly may result in revocation of Internet/Computer privileges, Library privileges, and/or criminal prosecution.

The following are unacceptable uses of the City of Toledo's Computers and Internet workstations:

1. Any behavior that interferes with another person's ability to use the library is prohibited. This may include, but is not limited to, talking loudly, using abusive language, using personal listening devices that disturb others, running, and soliciting.
2. Using computers to gain access to the library's network or computer systems or to any other restricted network or computer system.

3. Using computer accounts, access codes, or network identification numbers without authorized permission.
4. Violating copyright laws or licensing agreements pertaining to software, files, and other resources obtained electronically.
5. Violating another user's privacy.
6. Attempting to alter software configurations or to cause degradation of system performance.
7. Engaging in any activity that is deliberately and maliciously offensive, libelous, or slanderous.
8. Installing or downloading any software.
9. Disrupting or interfering with network users or services. Such interference or disruption includes, but is not limited to, distribution of unsolicited advertising, harassment of others, propagation of computer worms or viruses, randomly initiating interactive electronic communications, and overuse of interactive network utilities.
10. Tampering with, destroying, or damaging equipment, software, or data belonging to the library.
11. Seeking unauthorized access to networks and systems, including so-called "hacking."

Rules of Conduct Policy

Toledo Public Library is used by many people every day, and it is important to have a clear, common understanding of appropriate behavior at the library. The essential behavior while using the library is to be considerate of others. The following rules of conduct have been established for the comfort and protection of all who work in and use the library.

Maintaining a Safe Library Environment.

Patrons are expected to be engaged in typical library activities associated with the use of a public library while in the building, and they are expected to adhere to the following guidelines:

1. Respect staff and other library patrons.
2. Respect library materials, facilities, and property, and safeguard personal belongings.
3. Monitor children in your charge. Parents or caregivers, not library staff, are responsible for the behavior and safety of their children using the library.

Prohibited Behaviors

To ensure an atmosphere that encourages the use and enjoyment of library resources and services, promotes safety of the public and library staff, and protects library materials, equipment, building, and grounds, the Toledo Public Library prohibits behaviors, including but not limited to, the following:

1. Disruptive or unsafe activity or behavior that interferes with the use of the library by others or with performance of duties by staff. Examples include but are not limited to: climbing, running, talking loud enough to disrupt or disturb other patrons or staff, unnecessary noise, throwing things, pushing and shoving, verbal or physical harassment, threats, and fighting.
2. Eating or drinking at the public computers.
3. Smoking in the library or within the legal limit of the front door.
4. Anything in violation of federal, state, or local law.
5. Destroying, damaging, or defacing library materials or other property.
6. Leaving a child under the age of ten unattended.
7. Bringing animals other than approved service animals into the library.
8. Using skateboards, roller blades, roller skate, or other sports equipment in the library.
9. Using library facilities for the purpose of bathing or sleeping.
10. Failure to maintain a reasonable state of dress or personal hygiene.
11. Consumption of alcohol, tobacco, or controlled substances on library property.
12. Animals may not be left unattended on library property.
13. Audible use of cell phones or other personal devices so that other patrons are disturbed.
14. Carrying weapons of any kind, except as permitted by ORS 166.370.

Suspensions and Exclusions

When a library staff person becomes aware that any patron is violating a library rule, the staff person shall take appropriate enforcement measures. Appropriate enforcement measures include:

1. For minor violations, the staff person may simply ask the patron to comply with the rule.
2. For serious violations (including disruptive behavior and failure to comply when requested) and for repeated violations, the staff person may require the person to leave the library premises and not return the same day.
3. Any instance of serious violation shall be reported to the library director or designee, who shall decide whether an additional sanction is appropriate as follows: If the person returns and the

behavior continues, library staff may exclude the person for a period of one week to one month. Continued failure to comply with the Library Rules of Conduct Policy can result in a 90-day exclusion order, issued by the Toledo Police Department. Any behavior that arises to the criminal level may result in an immediate 90-day exclusion from library premises. It is possible, depending on the severity of the offense to be permanently excluded from the library.

To suspend library privileges, the Library Director or designee shall send notice of the suspension and exclusion from library property by first class mail or hand delivery to the person to be suspended and excluded. The Library Director or designee shall send the notice to the address provided by the person to obtain a library card, or to any other address the library may have for the person. Personal delivery of the notice is sufficient, whether or not the library has an address for the person. A copy of the exclusion notice shall be sent to the police department.

Failure to leave or re-entering the library property prior to termination of a suspension will be deemed to constitute a trespass.

When persons under the age of 18 have been excluded, they must meet with library staff to discuss their behavior before the exclusion will be terminated.

Persons wishing to appeal an exclusion may appeal by submitting a written appeal to the City Manager within seven days of receiving a notice. The exclusion period shall not begin until the appeal is resolved. If the exclusion period has started before the appeal is filed, library privileges and the right to enter library property will be reinstated until the decision on appeal. The City Manager or designee will then hear the appeal within one week of receipt of the appeal. The City Manager's decision shall be final.

Web Archive Collection Development Policy

Purpose

Toledo Public Library is committed to bolstering its physical and digitized holdings by preserving and providing access to archived websites that document life and culture in Toledo, Oregon, and the central Oregon coast in general.

Scope

Toledo Public Library Web Archive collections provide access to materials illustrating the cultural diversity, arts, and current events of Toledo, Oregon, and surrounding areas. Other subject areas may be considered on a case-by-case basis.

Audience

The intended audience of Toledo Public Library's Web Archive includes, but is not limited to, all who are interested in the history and culture of the region, local people, the general public, educators, students and researchers of all levels, members of the business community, and representatives of local, regional and federal governments.

Selection Criteria

Materials are selected for web archiving based on a number of criteria. Among the criteria considered are:

- Currency of the material
- The extent to which the material documents an underrepresented population
- Artefactual or institutional value
- Uniqueness of the material
- Relevance to the culture of Toledo and/or Lincoln County, Oregon
- “Archivability” or the extent to which current capture methods can correctly harvest the page
- Relationship to a wider project, program, initiative, or corpus of work and the availability of related or additional resources
- Available staff time dedicated to project
- Non-duplicative nature of materials in comparison to those held by other institutions

Web Archiving Process

Websites selected for inclusion are harvested using the Archive-It service from the Internet Archive, which incorporates a version of the open source crawling software Heritrix. Depending on collection guidelines and the nature of individual websites, websites may be recaptured at scheduled intervals, such as annual, semi-annual, or quarterly. Toledo Public Library will, to the best of its ability, contact site owners to inform of impending crawls, and respect robots.txt preferences.

Intellectual Control and Intellectual Property Rights

Archived websites will remain freely available to the public via the Toledo Public Library Archive-It partner page, where website-level descriptive metadata is added to allow browsing and full-text search. It is generally accepted that the creation of Web Archives falls within the boundaries of fair

use. If, however, content owners contact Toledo Public Library to request that their website be removed from our collections, public links to the material will be immediately removed.

Disposition and Preservation

Not all material which is captured must be retained indefinitely. Materials captured by Toledo Public Library are subject to the Library's review, retention, weeding, and deaccession policies. Captured content may be removed from the collection as material becomes unavailable due to technical difficulties, content is deemed inaccurate, content is determined to be in violation of copyright or other intellectual property rights, or for other reasons determined to be appropriate to Toledo Public Library staff and Library Administration.

Assembly on Library Property

Soliciting, petitioning, canvassing, or distributing written materials inside the library building, including the doorway or vestibule of the library building, or on the library premises in a manner that unreasonably interferes with or impedes access to the library, is prohibited. Interfering with the free passage of library staff or patrons in or on the library premises, including, but not limited to, sitting or lounging on the floor when not actively browsing shelves or participating in library programs is prohibited.

The designated location on the library premises for all appurtenances associated with an assembly, such as, but not limited to, chairs and tables, is the flagpole located at the northwest corner of the library building. The designated location is a concrete space measuring approximately 12 feet by 4 feet, 11 inches.

Enforcement of Policies

The Library Director and designated staff are authorized to interpret and enforce these policies in accordance with applicable law and to ensure appropriate behavior of all persons in the library facilities. The degree of violation will determine the response. Staff is instructed to call 911 immediately in response to any behavior that is deemed dangerous. Staff will call the police for any behavior that is in violation federal, state, or local ordinances. Persons found to be violating these rules will be asked to discontinue that activity. If they continue, they may be asked to leave the library facility.

Volunteers

Toledo Public Library recognizes and appreciates the efforts and unique talents the volunteers of the community offer to library. Volunteers are selected based on their qualifications in relation to the needs of the library at any given time and based on their ability to commit to a consistent schedule of volunteer hours.

Individual volunteers must be at least 18 years old, except where the permission of parent or guardian has been provided. Supervisors of school classes, clubs, or organizations who wish students to volunteer are invited to discuss opportunities with the Library Director.

All transactions between library users and staff or volunteers are strictly confidential. Volunteers are required to uphold this policy. This includes any information about materials a patron has looked at, asked for, requested, or checked out. Volunteers are expected to conduct themselves in the same manner as library staff and must adhere to the policies and practices established regarding work schedule, attendance, conduct, performance, safety procedures, proper attire, etc. Volunteers can be released from volunteer duties at any time at the discretion of the Library Director.

Service Animal Policy

In compliance with applicable law, the Toledo Public Library generally allows service animals in buildings, and other areas open to the public, and events, when the animal is accompanied by an individual with a disability who indicates the service animal is trained to provide, and does provide, a specific service to them that is directly related to their disability (28 CFR 35.104). Oregon law uses the term “assistance animals” rather than service animals (See ORS 659A.143 and OAR 839-006-0345).

Service animals are defined as:

1. Any dog individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability and meets the definition of “service animal” under the Americans with Disabilities Act (“ADA”) regulations at 28 CFR 35.104. The work or tasks performed must be directly related to the individual’s disability; or, alternatively,
2. In addition to service dogs, the ADA regulations have a separate provision about miniature horses that have been individually trained to do work or perform tasks for people with disabilities. (Miniature horses generally range in height from 24 inches to 34 inches measured to the shoulders and generally weigh between 70 and 100 pounds.) The City allows miniature horses where reasonable. The regulations set out four assessment factors to assist entities in determining whether miniature horses can be accommodated in their facility. The assessment factors are (1) whether the miniature horse is housebroken; (2) whether the miniature horse is under the owner’s control; (3) whether the facility can accommodate the miniature horse’s type, size, and weight; and (4) whether the miniature horse’s presence will not compromise legitimate safety requirements necessary for safe operation of the facility.

In general, the Toledo Public Library will not ask about the nature or extent of a person’s disability, but may make two inquiries to determine whether an animal qualifies as a service animal. Library staff may ask:

1. If the animal is required because of a disability and;
2. What work or task the animal has been trained to perform.

The library cannot require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, the library may not make any inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person’s wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

Handlers are responsible for any damage or injuries caused by their animals and must take appropriate precautions to prevent property damage or injury. The cost of care, arrangements and responsibilities for the well-being of a service animal are the sole responsibility of the handler at all times.

1. Service Animal Control Requirements

- The animal should be on a leash when not providing a needed service to the partner.
- The animal should respond to voice or hand commands at all times, and be in full control of the handler.
- To the extent possible, the animal should be unobtrusive to other individuals and the learning, reading, and working environment.
- Identification – It is recommended that the animal wear some type of commonly recognized identification symbol, identifying the animal as a working animal, but not disclosing disability.

2. Animal Etiquette

To the extent possible, the handler should ensure that the animal does not:

- Sniff people, restaurant tables or the personal belongings of others.
- Display any behaviors or noises that are disruptive to others, unless part of the service being provided the handler.
- Block an aisle or passageway for fire egress.

3. Waste Cleanup Rule

Cleaning up after the animal is the sole responsibility of the handler. In the event that the handler is not physically able to clean up after the animal, it is then the responsibility of the handler to hire someone capable of cleaning up after the animal. The person cleaning up after the animal should abide by the following guidelines:

- Always carry equipment sufficient to clean up the animal's feces whenever the animal is on campus.
- Properly dispose of waste and/or litter in appropriate containers.
- Contact staff if arrangements are needed to assist with cleanup. Any cost incurred for doing so is the sole responsibility of the handler.

4. Removal of Service Animals. Service Animals may be ordered removed for the following reasons:


- Out of Control Animal: A handler may be directed to remove an animal that is out of control and the handler does not take effective action to control it. If the improper animal behavior happens repeatedly, the handler may be prohibited from bringing the animal into any university facility until the handler can demonstrate that s/he has taken significant steps to mitigate the behavior.
- Non-housebroken Animal: A handler may be directed to remove an animal that is not housebroken.
- Direct Threat: A handler may be directed to remove an animal that the Library Director determines to be a substantial and direct threat to the health and safety of individuals. This may occur as a result of a very ill animal, a substantial lack of cleanliness of the animal, or the presence of an animal in a sensitive area not open to the public.

Where a service animal is properly removed pursuant to this policy, the Library Director will work with the handler to determine reasonable alternative opportunities to participate in the service, program, or activity without having the service animal on the premises.

Notes: Oregon law expanded the definition of a service or assistance animal to include any animal that is trained to assist a person with a physical impairment in one or more daily life activities (ORS 346.680.) ORS 346.680 repealed by 2013 c.530 §10.

ORS 659A.143 states “assistance animal means a dog *or other animal* designated by administrative rule..”, but OAR 839-006-0345 entitled “assistance animals” does not designate any other animals.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	May 15, 2024	Resolution No. 1549, a resolution adjusting the rates and charges to be paid by the users of the water system of the City of Toledo and repealing Resolution No. 1521
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager Doug Wiggins	Fin. Director/ACM Amanda Carey	City Manager Doug Wiggins

Recommendation:

Motion to approve Resolution No. 1549, A resolution of the Toledo City Council adjusting the rates and charges to be paid by the users of the water system of the City of Toledo and repealing Resolution No. 1521.

Background:

Historically, every year in May the Council has reviewed water rates. This year and as evident in the new budget presented to the Budget Committee, water rates are barely keeping up right now and will need to increase to keep up with some of our larger water projects projected over the next few years. Staff reviewed and decided that it appears we were falling behind in facility and service charges. The base Facilities Charge was increased by 4.17%, from \$27.84 to \$29.00, and the Service Charge was increased 11.29% from \$6.29 to \$7.00 for services inside City limits. Services outside City limits were increased in-kind, remaining twice the rate of Inside City Limit rates. Water consumption charges were increased by 3% across the board. The overall impact is a 4.23% increase to the average water account.

Fiscal Impact:	Fiscal Year:	GL Number:
4.23% increase	2024-2025	012-000-403700

Attachment:

1. Resolution No. 1549
2. Table displaying rates effects (Finance Department)

**CITY OF TOLEDO
RESOLUTION NO. 1549**

A RESOLUTION OF THE TOLEDO CITY COUNCIL ADJUSTING THE RATES AND CHARGES TO BE PAID BY THE USERS OF THE WATER SYSTEM OF THE CITY OF TOLEDO AND REPEALING **RESOLUTION NO. 1521**

WHEREAS, the City of Toledo has passed an ordinance establishing and regulating its water system; and

WHEREAS, the rates and charges to be paid by users may be adjusted annually on May 22nd by resolution of the City Council.

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

Section 1. Effective May 22, 2024, the just and equitable charge to be paid by all users of the water system of the City of Toledo, Oregon, within and outside the boundaries of the City shall be based on the meter rates provided in “Exhibit A”.

For all of water users, the charge for water is the sum of Facilities, Service and Water Use Charges:

- a. The Facilities Charge for each classification is based on one 5/8-inch meter equivalent, and the charge is increased by the following meter equivalent factor for any meter larger than the minimum size:

Meter Size	Equivalent
5/8“	1
3/4“	1.5
1”	2.6
1-1/4”	4.1
1-1/2”	5.9
2”	10.5
3”	23.6
4”	41.9
6”	94.3
8”	167.5
10”	261.0
12”	377.0

- b. The Service Charge is determined and payable for each meter.
- c. The Water Use Charge is for each 1,000 gallons of water consumed.

Section 2. The fees and charges payable in this resolution shall be twice the amounts set forth in those sections for all users who reside outside the boundaries of the City, as described in “Exhibit A”.

Section 3. The connection fee for a 5/8”, 3/4” or 1” service connection in a location which was not previously served shall be the actual cost of labor, equipment, and material furnished by the City, as defined in Section 13.12.330 of the Toledo Municipal Code. The fee for all other such connection of larger meters shall be above actual cost. The connection fee for change in the size of existing service shall be above actual cost less credit for salvaged materials from the original service.

Section 4. Administrative fees associated with a water account shall be established and provided on “Exhibit A”.

- a. If a City of Toledo employee is dispatched to discontinue water service to a user for non-payment of service, a Service Reconnect Fee will be required, payable in advance before water service is reinstated.
- b. All new water service accounts will require a Water Account Deposit before water service is begun as defined in Resolution No. 1408.
- c. If a water meter is removed for any reason other than maintenance by the City, a Meter Reinstallation Fee will be required.
- d. A Late Payment Notice Fee will be applied upon notice being sent to the customer that the account is delinquent.
- e. The Service Charge will be applied per request for service.
- f. The Meter Test Fee will be applied to cover the cost of the test of a 3/4” or 5/8” water meter. For larger meters, the Meter Test Fee shall be an amount set by the City Manager upon application for the test.

Section 6. The practice of allowing customers to put their account “on vacation” shall be discontinued.

Section 7. Resolution No. 1521 is hereby repealed in its entirety.

Section 8. The attached rates shall become effective May 22, 2024.

That this Resolution shall be effective upon passage by the City Council this 15th day of May, 2024.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Lisa Figueroa

EXHIBIT "A"

Water Rates Effective May 22, 2024

For all of water users, the charge for water is the sum of Facilities, Service and Water Use Charges listed below:

WATER RATES-INSIDE CITY LIMITS

Water Use Charge (per 1000 gallons)	\$5.61
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Facilities and Service Charge by Meter Size

Meter Size	Multiplier	Facilities Charge	Service Charge	Total Facilities and Service Charge by Meter Size
5/8"	1.0	\$29.00	\$7.00	\$36.00
3/4"	1.5	\$43.50	\$7.00	\$50.50
1"	2.6	\$75.40	\$7.00	\$82.40
1.25"	4.1	\$118.90	\$7.00	\$125.90
1.5"	5.9	\$171.10	\$7.00	\$178.10
2"	10.5	\$304.50	\$7.00	\$311.50
3"	23.6	\$684.40	\$7.00	\$691.40
4"	41.9	\$1,215.10	\$7.00	\$1,222.10
6"	94.3	\$2,734.70	\$7.00	\$2,741.70
8"	167.5	\$4,857.50	\$7.00	\$4,864.50
10"	261.0	\$7,569.00	\$7.00	\$7,576.00
12"	377.0	\$10,933.00	\$7.00	\$10,940.00

WATER RATES-OUTSIDE CITY LIMITS

Water Use Charge (per 1000 gallons)	\$11.22
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Facilities and Service Charge by Meter Size

Meter Size	Multiplier	Facilities Charge	Service Charge	Total Facilities and Service Charge by Meter Size
5/8"	1.0	\$58.00	\$14.00	\$72.00
3/4"	1.5	\$87.00	\$14.00	\$101.00
1"	2.6	\$150.80	\$14.00	\$164.80
1.25"	4.1	\$237.80	\$14.00	\$251.80
1.5"	5.9	\$342.20	\$14.00	\$356.20
2"	10.5	\$609.00	\$14.00	\$623.00
3"	23.6	\$1,368.80	\$14.00	\$1,382.80
4"	41.9	\$2,430.20	\$14.00	\$2,444.20
6"	94.3	\$5,469.40	\$14.00	\$5,483.40
8"	167.5	\$9,715.00	\$14.00	\$9,729.00
10"	261.0	\$15,138.00	\$14.00	\$15,152.00
12"	377.0	\$21,866.00	\$14.00	\$21,880.00

ADMINISTRATIVE ACCOUNT FEES

Service Reconnect Fee	\$50.00
Water Account Deposit	\$150.00
Meter Reinstallation Fee	\$50.00
Late Payment Notice Fee	\$15.00
Service Charge	\$20.00
Meter Test Fee	\$40.00

Current Water Facilities & Service Fees

Proposed Water Facilities & Service Fees

Inside City Limits

Inside City Limits

Meter Size	Multiplier	Facilities Charge	Service Charge	Total Facilities & Service Charge
5/8"	1.00	\$ 27.84	\$ 6.29	\$ 34.13
3/4"	1.50	\$ 41.75	\$ 6.29	\$ 48.04
1"	2.60	\$ 72.38	\$ 6.29	\$ 78.67
1.25"	4.10	\$ 114.12	\$ 6.29	\$ 120.41
1.5"	5.90	\$ 164.22	\$ 6.29	\$ 170.51
2"	10.50	\$ 292.26	\$ 6.29	\$ 298.55
3"	23.60	\$ 656.90	\$ 6.29	\$ 663.19
4"	41.90	\$ 1,166.29	\$ 6.29	\$ 1,172.58
6"	94.30	\$ 2,624.84	\$ 6.29	\$ 2,631.13
8"	167.50	\$ 4,662.37	\$ 6.29	\$ 4,668.66
10"	261.00	\$ 7,264.93	\$ 6.29	\$ 7,271.22
12"	377.00	\$ 10,493.79	\$ 6.29	\$ 10,500.08

Meter Size	Multiplier	Facilities Charge	Service Charge	Total Facilities & Service Charge
5/8"	1.00	\$ 29.00	\$ 7.00	\$ 36.00
3/4"	1.50	\$ 43.50	\$ 7.00	\$ 50.50
1"	2.60	\$ 75.40	\$ 7.00	\$ 82.40
1.25"	4.10	\$ 118.90	\$ 7.00	\$ 125.90
1.5"	5.90	\$ 171.10	\$ 7.00	\$ 178.10
2"	10.50	\$ 304.50	\$ 7.00	\$ 311.50
3"	23.60	\$ 684.40	\$ 7.00	\$ 691.40
4"	41.90	\$ 1,215.10	\$ 7.00	\$ 1,222.10
6"	94.30	\$ 2,734.70	\$ 7.00	\$ 2,741.70
8"	167.50	\$ 4,857.50	\$ 7.00	\$ 4,864.50
10"	261.00	\$ 7,569.00	\$ 7.00	\$ 7,576.00
12"	377.00	\$ 10,933.00	\$ 7.00	\$ 10,940.00

Overall Percentage Increase	Overall Dollar Increase
5.48%	\$ 1.87
5.12%	\$ 2.46
4.74%	\$ 3.73
4.56%	\$ 5.49
4.45%	\$ 7.59
4.34%	\$ 12.95
4.25%	\$ 28.21
4.22%	\$ 49.52
4.20%	\$ 110.57
4.19%	\$ 195.84
4.19%	\$ 304.78
4.19%	\$ 439.92

\$ 2,621.74

Outside City Limits

Outside City Limits

Meter Size	Multiplier	Facilities Charge	Service Charge	Total Facilities & Service Charge
5/8"	1.00	\$ 55.68	\$ 12.59	\$ 68.27
3/4"	1.50	\$ 83.49	\$ 12.59	\$ 96.08
1"	2.60	\$ 144.75	\$ 12.59	\$ 157.34
1.25"	4.10	\$ 228.25	\$ 12.59	\$ 240.84
1.5"	5.90	\$ 328.45	\$ 12.59	\$ 341.04
2"	10.50	\$ 584.54	\$ 12.59	\$ 597.13
3"	23.60	\$ 1,313.82	\$ 12.59	\$ 1,326.41
4"	41.90	\$ 2,332.57	\$ 12.59	\$ 2,345.16
6"	94.30	\$ 5,249.67	\$ 12.59	\$ 5,262.26
8"	167.50	\$ 9,324.73	\$ 12.59	\$ 9,337.32
10"	261.00	\$ 14,529.87	\$ 12.59	\$ 14,542.46
12"	377.00	\$ 20,987.60	\$ 12.59	\$ 21,000.19

Meter Size	Multiplier	Facilities Charge	Service Charge	Total Facilities & Service Charge
5/8"	1.00	\$ 58.00	\$ 14.00	\$ 72.00
3/4"	1.50	\$ 87.00	\$ 14.00	\$ 101.00
1"	2.60	\$ 150.80	\$ 14.00	\$ 164.80
1.25"	4.10	\$ 237.80	\$ 14.00	\$ 251.80
1.5"	5.90	\$ 342.20	\$ 14.00	\$ 356.20
2"	10.50	\$ 609.00	\$ 14.00	\$ 623.00
3"	23.60	\$ 1,368.80	\$ 14.00	\$ 1,382.80
4"	41.90	\$ 2,430.20	\$ 14.00	\$ 2,444.20
6"	94.30	\$ 5,469.40	\$ 14.00	\$ 5,483.40
8"	167.50	\$ 9,715.00	\$ 14.00	\$ 9,729.00
10"	261.00	\$ 15,138.00	\$ 14.00	\$ 15,152.00
12"	377.00	\$ 21,866.00	\$ 14.00	\$ 21,880.00

Overall Percentage Increase	Overall Dollar Increase
5.46%	\$ 3.73
5.12%	\$ 4.92
4.74%	\$ 7.46
4.55%	\$ 10.96
4.45%	\$ 15.16
4.33%	\$ 25.87
4.25%	\$ 56.39
4.22%	\$ 99.04
4.20%	\$ 221.14
4.19%	\$ 391.68
4.19%	\$ 609.54
4.19%	\$ 879.81

\$ 5,229.46

Most Common Meter Size

Staff will review supplemental information at the council meeting.

Current Water Use Charges

Proposed Water Use Charges

Inside City Limits

Inside City Limits

Gallons	Rate per 1,000	Consumption Charge
1,000	\$ 5.45	\$ 5.45
2,000	\$ 5.45	\$ 10.90
3,000	\$ 5.45	\$ 16.35
4,000	\$ 5.45	\$ 21.80
5,000	\$ 5.45	\$ 27.25
6,000	\$ 5.45	\$ 32.70
7,000	\$ 5.45	\$ 38.15
8,000	\$ 5.45	\$ 43.60
9,000	\$ 5.45	\$ 49.05
10,000	\$ 5.45	\$ 54.50

Gallons	3% Increase Rate per 1,000	Consumption Charge
1,000	\$ 5.61	\$ 5.61
2,000	\$ 5.61	\$ 11.22
3,000	\$ 5.61	\$ 16.83
4,000	\$ 5.61	\$ 22.44
5,000	\$ 5.61	\$ 28.05
6,000	\$ 5.61	\$ 33.66
7,000	\$ 5.61	\$ 39.27
8,000	\$ 5.61	\$ 44.88
9,000	\$ 5.61	\$ 50.49
10,000	\$ 5.61	\$ 56.10

Percentage Increase	Dollar Increase
2.94%	\$ 0.16
2.94%	\$ 0.32
2.94%	\$ 0.48
2.94%	\$ 0.64
2.94%	\$ 0.80
2.94%	\$ 0.96
2.94%	\$ 1.12
2.94%	\$ 1.28
2.94%	\$ 1.44
2.94%	\$ 1.60

\$ 1,121.60
\$ 1,345.92

Outside City Limits

Outside City Limits

Gallons	Rate per 1,000	Consumption Charge
1,000	\$ 10.89	\$ 10.89
2,000	\$ 10.89	\$ 21.78
3,000	\$ 10.89	\$ 32.67
4,000	\$ 10.89	\$ 43.56
5,000	\$ 10.89	\$ 54.45
6,000	\$ 10.89	\$ 65.34
7,000	\$ 10.89	\$ 76.23
8,000	\$ 10.89	\$ 87.12
9,000	\$ 10.89	\$ 98.01
10,000	\$ 10.89	\$ 108.90

Gallons	3% Increase Rate per 1,000	Consumption Charge
1,000	\$ 11.22	\$ 11.22
2,000	\$ 11.22	\$ 22.44
3,000	\$ 11.22	\$ 33.66
4,000	\$ 11.22	\$ 44.88
5,000	\$ 11.22	\$ 56.10
6,000	\$ 11.22	\$ 67.32
7,000	\$ 11.22	\$ 78.54
8,000	\$ 11.22	\$ 89.76
9,000	\$ 11.22	\$ 100.98
10,000	\$ 11.22	\$ 112.20


Percentage Increase	Dollar Increase
3.03%	\$ 0.33
3.03%	\$ 0.66
3.03%	\$ 0.99
3.03%	\$ 1.32
3.03%	\$ 1.65
3.03%	\$ 1.98
3.03%	\$ 2.31
3.03%	\$ 2.64
3.03%	\$ 2.97
3.03%	\$ 3.30

\$ 2,313.30
\$ 2,775.96

Average Consumption

Staff will review supplemental information at the council meeting.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	May 15, 2024	Resolution No. 1550, a resolution adjusting rates and charges to be paid by the users of the sewerage system and repealing Resolution No. 1514
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager Doug Wiggins	Fin. Director/ACM Amanda Carey	City Manager Doug Wiggins

Recommendation:

Motion to approve Resolution No. 1550, a resolution of the Toledo City Council adjusting rates and charges to be paid by the users of the sewerage system and repealing Resolution No. 1514.

Background:

Historically, every year in May the Council has reviewed sewer rates. This year as was evident in the new budget presented to the Budget Committee, sewer revenues are falling behind due to continuing increases of material and supply costs needed to operate and maintain the system. Staff reviewed and decided that we were falling behind on sewer base charges. The Sewer Base Charge was increased from \$14.80 to \$20.00 for accounts located within City limits. Services outside City limits were increased in-kind, remaining twice the rate of Inside City Limit rates. The Sewer Consumption charges were increased by 3% across the board. The overall impact is a 7.37% increase to the average sewer account.

Fiscal Impact:	Fiscal Year:	GL Number:
7.37% increase	2024-2025	013-000-404400

Attachment:

1. Resolution No. 1550
2. Table displaying rates effects (Finance Department)

**CITY OF TOLEDO
RESOLUTION NO. 1550**

A RESOLUTION OF THE TOLEDO CITY COUNCIL ADJUSTING THE RATES AND CHARGES TO BE PAID BY THE USERS OF THE SEWERAGE SYSTEM AND REPEALING RESOLUTION NO. 1514

WHEREAS, the City of Toledo has passed an ordinance establishing and regulating its sewerage system charges (Title 13.20.030); and

WHEREAS. The rates and charges to be paid by users may be revised annually by resolution of the City Council (Title 13.20.040).

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

Section 1. Effective May 22, 2024, the just and equitable charge to be paid by all users of the sewerage system of the City of Toledo, Oregon, within and outside the boundaries of the City shall be based on the sewer rates provided in “Exhibit A”.

For all sewer users, the charge for sewer is the sum of the Base and Flat Rate per Thousand Charges:

a. Each user of the sewerage system shall pay a Base Charge as described in the attachment marked “Exhibit A” for each month of service billed as of May 22, 2024. This charge covers the first one-thousand (1000) gallons of treated city water used to calculate the charge paid by the user under Section 1(b).

b. The just and equitable charge to be paid by all non-industrial users of the sewerage system shall be a Flat Rate per Thousand as described in “Exhibit A”. This charge will be based on each one-thousand (1000) gallons of treated city water billed for the previous monthly average of January through April calculated each May (This calculation is referred to as a “Winter Average”). This charge is exclusive of the first one-thousand (1000) gallons of water used during a month (see Section 1(a)). The same charge shall remain in effect for the remaining months of the year until the average is calculated again. If there is no history for an account, the monthly average shall be established by the City Manager based on the history of similar users. The City Manager will evaluate winter average changes upon written request of the customer.

c. The just and equitable charge to be paid by all industrial users of the City's sewerage system shall be, at the option of the user, the charge set out in Section 1(b) above which is based on average water usage by the customer or the Flat Rate per Thousand for every one-thousand (1000) gallons of metered sewerage flow. If the customer chooses the latter method, the customer shall install and maintain to

the City's satisfaction a flow meter in the sewer lines carrying the customer's sewage.

d. If the user of the sewerage system is not also a water system user the charge to that user for sewerage service shall be based on the average monthly usage of all water users in the same customer class, except industrial users.

Section 2. The fees and charges payable in this resolution shall be twice the amounts set forth in those sections for all users who reside outside the boundaries of the City, as described in "Exhibit A".

Section 3. The installer of every new hook up to the City's sewerage system shall pay an inspection fee towards the City's cost of inspecting the work performed for the system connection, as described in "Exhibit A".

Section 4. Cap consumption is not utilized in the billing system.

Section 5. The practice of allowing customers to put their account "on vacation" shall be discontinued.

Section 6. Resolution No. 1514 is hereby repealed in its entirety.

Section 7. That rates stated in this resolution shall be in effect on May 22, 2024.

That this Resolution shall be effective upon passage by the City Council this 15th day of May, 2024.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Lisa Figueroa

EXHIBIT “A”

Sewer Rates Effective May 22, 2024

	Base charge*	Flat rate per thousand**
Inside City Limits	\$20.00	\$19.45
Outside City Limits	\$40.00	\$38.89

*Base charge includes the first thousand gallons of treated City water used to calculate average.

** Flat rate per thousand based on average water usage January-April for non-industrial users.

Sewer Inspection Fee	\$165.00
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Current Sewer Charges

Inside City Limits

Gallons	Base Charge	Rate per 1,000	Consumption Charge	Total Sewer Bill
1,000	\$ 14.80	\$ 18.88	\$ 18.88	\$ 33.68
2,000	\$ 14.80	\$ 18.88	\$ 37.76	\$ 52.56
3,000	\$ 14.80	\$ 18.88	\$ 56.64	\$ 71.44
4,000	\$ 14.80	\$ 18.88	\$ 75.52	\$ 90.32
5,000	\$ 14.80	\$ 18.88	\$ 94.40	\$ 109.20
6,000	\$ 14.80	\$ 18.88	\$ 113.28	\$ 128.08
7,000	\$ 14.80	\$ 18.88	\$ 132.16	\$ 146.96
8,000	\$ 14.80	\$ 18.88	\$ 151.04	\$ 165.84
9,000	\$ 14.80	\$ 18.88	\$ 169.92	\$ 184.72
10,000	\$ 14.80	\$ 18.88	\$ 188.80	\$ 203.60

Outside City Limits

Gallons	Base Charge	Rate per 1,000	Consumption Charge	Total Sewer Bill
1,000	\$ 39.58	\$ 37.76	\$ 37.76	\$ 77.34
2,000	\$ 39.58	\$ 37.76	\$ 75.52	\$ 115.10
3,000	\$ 39.58	\$ 37.76	\$ 113.28	\$ 152.86
4,000	\$ 39.58	\$ 37.76	\$ 151.04	\$ 190.62
5,000	\$ 39.58	\$ 37.76	\$ 188.80	\$ 228.38
6,000	\$ 39.58	\$ 37.76	\$ 226.56	\$ 266.14
7,000	\$ 39.58	\$ 37.76	\$ 264.32	\$ 303.90
8,000	\$ 39.58	\$ 37.76	\$ 302.08	\$ 341.66
9,000	\$ 39.58	\$ 37.76	\$ 339.84	\$ 379.42
10,000	\$ 39.58	\$ 37.76	\$ 377.60	\$ 417.18

Average Consumption

Staff will review supplemental information at the council meeting.

Proposed Sewer Charges

Inside City Limits

Gallons	Base Charge	3% Increase Rate per 1,000	Consumption Charge	Total Sewer Bill
1,000	\$ 20.00	\$ 19.45	\$ 19.45	\$ 39.45
2,000	\$ 20.00	\$ 19.45	\$ 38.90	\$ 58.90
3,000	\$ 20.00	\$ 19.45	\$ 58.35	\$ 78.35
4,000	\$ 20.00	\$ 19.45	\$ 77.80	\$ 97.80
5,000	\$ 20.00	\$ 19.45	\$ 97.25	\$ 117.25
6,000	\$ 20.00	\$ 19.45	\$ 116.70	\$ 136.70
7,000	\$ 20.00	\$ 19.45	\$ 136.15	\$ 156.15
8,000	\$ 20.00	\$ 19.45	\$ 155.60	\$ 175.60
9,000	\$ 20.00	\$ 19.45	\$ 175.05	\$ 195.05
10,000	\$ 20.00	\$ 19.45	\$ 194.50	\$ 214.50

Outside City Limits


Gallons	Base Charge	3% Increase Rate per 1,000	Consumption Charge	Total Sewer Bill
1,000	\$ 40.00	\$ 38.89	\$ 38.89	\$ 78.89
2,000	\$ 40.00	\$ 38.89	\$ 77.78	\$ 117.78
3,000	\$ 40.00	\$ 38.89	\$ 116.67	\$ 156.67
4,000	\$ 40.00	\$ 38.89	\$ 155.56	\$ 195.56
5,000	\$ 40.00	\$ 38.89	\$ 194.45	\$ 234.45
6,000	\$ 40.00	\$ 38.89	\$ 233.34	\$ 273.34
7,000	\$ 40.00	\$ 38.89	\$ 272.23	\$ 312.23
8,000	\$ 40.00	\$ 38.89	\$ 311.12	\$ 351.12
9,000	\$ 40.00	\$ 38.89	\$ 350.01	\$ 390.01
10,000	\$ 40.00	\$ 38.89	\$ 388.90	\$ 428.90

Overall Percentage Increase	Overall Dollar Increase
17.13%	\$ 5.77
12.06%	\$ 6.34
9.67%	\$ 6.91
8.28%	\$ 7.48
7.37%	\$ 8.05
6.73%	\$ 8.62
6.25%	\$ 9.19
5.89%	\$ 9.76
5.59%	\$ 10.33
5.35%	\$ 10.90

\$ 9,514.56
\$ 10,239.60

Overall Percentage Increase	Overall Dollar Increase
2.00%	\$ 1.55
2.33%	\$ 2.68
2.49%	\$ 3.81
2.59%	\$ 4.94
2.66%	\$ 6.07
2.71%	\$ 7.20
2.74%	\$ 8.33
2.77%	\$ 9.46
2.79%	\$ 10.59
2.81%	\$ 11.72

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	May 15, 2024	Resolution No. 1551, a resolution approving a grant agreement with the Department of the Oregon State Fire Marshal
Council Goal:	Agenda Type:	
Improve Emergency Preparedness	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Fire Chief L.Robeson	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to approve a grant agreement with the Department of the Oregon State Fire Marshal and authorizing the City Manager or their designee to sign and execute the grant agreement.

Background:

The City has received a similar grant from Oregon State Fire Marshal’s (OSFM) office the past two years. This year they added the requirement for council approval before receiving the grant. The grant will add seasonal staffing this summer and fall at the fire department.

Fiscal Impact:	Fiscal Year:	GL Number:
Up to \$35,000	2023-2024/2024-2025	N/A

Attachment:

1. Resolution No. 1551
2. Grant agreement from OSFM

RESOLUTION NO. 1551

A RESOLUTION OF THE TOLEDO CITY COUNCIL APPROVING A GRANT AGREEMENT WITH THE DEPARTMENT OF THE OREGON STATE FIRE MARSHAL AND AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO SIGN AND EXECUTE THE AGREEMENT

WHEREAS, pursuant to Section 168 of Oregon Laws 2023, chapter 605 (SB 5506), the Oregon State Legislature appropriated \$10,000,000 of the General Funds to the Oregon State Fire Marshal (OSFM) for wildlife mitigation and response; and

WHEREAS, the OSFM has awarded a \$35,000 grant to the City of Toledo, through the 2024 Wildfire Season (WFS) Staffing Grant program, to increase staffing during the wildfire season from June 1, 2024-October 31, 2024; and

WHEREAS, the grant agreement requires approval of the terms of the grant by the governing body of the City of Toledo, and that the Toledo Fire Chief sign the grant.

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

- Section 1. The City Council approves the grant agreement, herein attached as ‘Exhibit A’ as required by the terms of the grant agreement; and
- Section 2. The City Council authorizes the City Manager to proceed with hiring temporary employees through a temporary agency, paid for through the grant, with administrative costs limited to not exceed 10% pursuant to the terms of the grant; In the event it exceeds, staff will budget those costs into the next budget year.
- Section 3. The City Council authorizes City Manager Doug Wiggins or Fire Chief Larry Robeson, to execute the grant agreement; and direct staff to execute all necessary documents to hire temporary employees for the upcoming wildfire season as needed.
- Section 4. That this Resolution shall be effective immediately upon passage by the Toledo City Council.

That this Resolution shall be effective upon passage by the City Council this 15th day of May, 2024.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Lisa Figueroa

GRANT AGREEMENT**DEPARTMENT OF THE OREGON STATE FIRE MARSHAL**

2024 Wildfire Season (“WFS”) Staffing Grant Agreement Number: **2024-WFS-105**

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is made by the State of Oregon, acting by and through its Department of the State Fire Marshal (“OSFM”), and **TOLEDO FD** (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (the “Effective Date”) and, unless earlier terminated, expires on June 30, 2025 (the “Expiration Date”). The period from the Effective Date through the Expiration Date is hereinafter referred to as the “Grant Term.”

Pursuant to Section 168 of Oregon Laws 2023, chapter 605 (SB 5506), the Oregon Legislature appropriated \$10,000,000 of General Funds to OSFM for wildfire mitigation and response. Pursuant to its authority under ORS 476.132 to designate funding for the pre-positioning of resources and costs for wildfire readiness and response, in turn, OSFM has allocated \$6,000,000 of the appropriated funds for the 2024 WFS Staffing Grant Program (the “Program”). Under the Program, OSFM makes individual grants of up to \$35,000 to active local fire agencies to pay firefighter staffing costs, including costs associated with additional firefighters and overtime. This Agreement sets forth the terms and conditions of Recipient’s receipt of a WFS Staffing Grant and includes the following exhibits:

- | | |
|------------|--|
| Exhibit A: | Project Description |
| Exhibit B: | 2024 Wildfire Season (WFS) Staffing Grant Manual |

SECTION 1 - GRANT

OSFM shall provide Recipient, and Recipient shall accept from OSFM, a grant in the amount of **\$35000** (the “Grant”).

Conditions Precedent. OSFM’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OSFM and its counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions, and information as OSFM may reasonably require.

SECTION 2 - DISBURSEMENT

- A. Full Disbursement. Upon satisfaction of all condition’s precedent, OSFM shall disburse the full Grant to Recipient.
- B. Condition to Disbursement. OSFM has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
- C. Return of Unexpended Funds. Any Grant funds unexpended by the Expiration Date must be returned to OSFM no later than fifteen (15) days after the Expiration Date.

SECTION 3 - USE OF GRANT

Use of Grant Funds: Recipient shall use the Grant only for the activities described in **Exhibit A.**

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OSFM:

A. Organization and Authority.

- (1) Recipient is a unit of local government validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive the Grant funds.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body.
- (4) This Agreement has been duly executed by Recipient, and when executed by OSFM, is legal, valid and binding, and enforceable in accordance with their terms.

B. Full Disclosure. Recipient has disclosed in writing to OSFM all facts that materially adversely affect its ability to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement is true and accurate in all respects.

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

D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.

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

SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

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

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement.

C. Grant Reporting. Recipient shall submit to OSFM a mid-report in September 2024, a final report in November 2024, and a closeout summary in November 2024. Recipient shall report to OSFM any unexpended Grant funds during the final reporting process and return unexpended funds to OSFM pursuant to Section 2.C.

D. Insurance.

- 1) The parties acknowledge and agree Recipient is a unit of local government as defined in ORS 190.003, and in order to meet the requirements of ORS 30.272 and ORS 30.273 may be commercially insured or self-insured.
- 2) Recipient shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its own acts and omissions under this Agreement. Recipient may satisfy these requirements in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.271. In the event of unilateral cancellation or restriction by the insurance company of Recipient's insurance policy referred to in this paragraph, Recipient, as applicable, shall immediately notify OSFM verbally and in writing. Recipient's coverage limits shall not be less than \$100,000 for any single claimant and \$200,000 for multiple claimants.
- 3) All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126.

E. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.

F. Inspections; Information. Recipient shall permit OSFM and any party designated by OSFM to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, agreements, investments and any other related matters. Recipient shall supply any related reports and information as OSFM may reasonably require.

G. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

H. Notice of Default. Recipient shall give OSFM prompt written notice of any Event of Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

I. Contribution.

- 1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- 2) With respect to a Third Party Claim for which the State is jointly liable with Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate

to reflect the relative fault of the State on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

SECTION 6 - DEFAULTS

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

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.
- B. Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by OSFM. OSFM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, OSFM may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Terminating OSFM's commitment and obligation to make the Grant.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Agreement.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OSFM pursuant to section 7.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OSFM; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Agreement, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OSFM is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right

or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OSFM is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Agreement.

SECTION 8 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Agreement will be binding upon and inure to the benefit of OSFM, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of OSFM. OSFM may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OSFM, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OSFM's counsel. Any approved assignment is not to be construed as creating any obligation of OSFM beyond those in this Agreement, nor does assignment relieve Recipient of any of its duties or obligations under this Agreement.
- C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:
- (1) OSFM makes no warranty or representation.
 - (2) In no event are OSFM or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement.
- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OSFM at the addresses set forth on the signatory page of this Agreement.
- Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.
- E. No Construction against Drafter. This Agreement is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

- G. Amendments, Waivers. This Agreement may not be amended without the prior written consent of OSFM (and when required, the Department of Justice) and Recipient. This Agreement may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OSFM by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- K. Survival. The following provisions survive expiration or termination of this Agreement: Sections 2.C., 5.E., 5.F., 5.G., 5.I., 7 and 8.
- L. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURES FOLLOW ON THE NEXT PAGE.

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

TOLEDO FD

STATE OF OREGON,
acting by and through its
Department of the State Fire Marshal

Signature: _____
Printed Name: Larry Robeson
Title: Fire Chief
Date: _____

Signature: _____
Printed Name: Bethany Wachtler
Title: Designated Procurement Officer
Date: _____

Recipient's Fiscal Contact

Name: Larry Robeson
Title: Fire Chief
Agency: City of Toledo
Address: PO BOX 220
Address: TOLEDO OR 97391-0220
Phone: (541) 635-2065
Email: amanda.carey@cityoftoledo.org

OSFM Grant Contact

Name: Shaun Parkman
Title: Grants Manager
Agency: Dept. of the State Fire Marshal
Address: 3991, Fairview Industrial Dr. SE
Address: Salem, OR 97302
Phone: (503) 779-8364
Email: Shaun.parkman@osfm.oregon.gov

Recipient's Grant Contact

Name: Larry Robeson
Title: Fire Chief
Phone: (541) 270-2615
Email: firemain@cityoftoledo.org

Recipient's Fire Agency/Chief Contact

Fire Chief: Larry Robeson
Phone: (541) 270-2615
Email: firemain@cityoftoledo.org
Address: 285 NE BURGESS RD
Address: TOLEDO OR 97391-2222

EXHIBIT A - PROJECT DESCRIPTION

I. Purpose and Scope

Recipient shall use the Grant funds only for allowable firefighter staffing costs incurred during the 2024 wildfire season that runs from June 1, 2024, to October 31, 2024. Allowable costs and unallowable costs are identified below.

II. Allowable Costs

1. Personnel costs that increase firefighter availability, including:
 - a. Paying students/interns who need minimal training,
 - b. Paying volunteers who need minimal training,
 - c. Paying for seasonal firefighters who need minimal training,
 - d. Paying for extra shifts of part-time career firefighters,
 - e. Paying for overtime shifts of full-time career firefighters,
 - f. Employer-required expenses such as FICA, workers' compensation, etc.
2. Administrative costs, including management, payroll, and supplies associated with paying personnel up to 10% of the Grant award amount.

III. Unallowable Costs

1. Hiring permanent personnel
2. Supplanting existing personnel or other budgets (e.g., using funds to cover personnel costs your agency already budgeted for to allow other activities not budgeted for)
3. Paid leave expenses (e.g., vacation or sick leave)
4. Purchasing equipment or equipment maintenance
5. Purchasing supplies or PPE
6. Fuel or engine maintenance
7. Raises or bonuses
8. Costs associated with training, conferences, or other travel-related expenses; provided, however, that paying for personnel time for minimal training is allowed
9. Costs reimbursed from other OSFM funds (e.g., pre-position, immediate response, conflagration)

[Click here for an electronic version of the WFS Staffing Grant Manual.](#)



2024 WILDFIRE SEASON STAFFING GRANT MANUAL

STATE OF OREGON AWARD DOLLARS AVAILABLE TO
INCREASE STAFFING FOR OREGON'S 2024 WILDFIRE SEASON

MARCH 2024

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The OSFM is hosting two webinars for Oregon fire service members interested in learning more about the 2024 Wildfire Season Staffing Grant. OSFM staff will make a brief presentation and be available to answer questions.

Tuesday, March 5, 2024

Wednesday, March 6, 2024

This manual will not be updated. The frequently asked questions document will be updated as necessary. All fire chiefs will be emailed when the FAQ document is updated.

OSFM GRANTS TEAM
 Shaun Parkman, grants manager
 Michelle Slay, grants coordinator
osfm.grants@osfm.oregon.gov
 Call or text: 503-791-1956

INTRODUCTION

In 2021, the Oregon legislature appropriated General Fund dollars to the Oregon State Fire Marshal (OSFM) to distribute to the Oregon fire service to provide structural fire agencies across Oregon with resources to augment firefighting staff. These agencies protect Oregon communities and play a pivotal role in preventing and suppressing wildfires. The 2024 Wildfire Season Staffing Grant is intended for Oregon structural fire agencies to increase local firefighter staffing during the 2024 wildfire season from June 1 to October 31, 2024. *This is a non-competitive grant awarded on a first-come, first-served basis.*

A. ELIGIBILITY

The local fire agency must be one of Oregon’s 300+ local fire agencies with an FDID or tribal ID#.

1. Priority will be given to agencies whose annual property tax income does not exceed \$2 million.
 - a. This information can be found through your tax assessor’s office.
 - b. This is the portion that your agency receives.
 - c. This is not your annual operating budget, capital outlay budget, funding received from any grant sources, or reserve accounts.
2. The maximum award per agency is \$35,000.
3. If your agency received an amendment to carry over the prior year’s remaining award, your agency is eligible to apply. You must report the carryover in the new year’s application. The total requested amount in the new application shall not exceed \$35,000 (*e.g., if your agency carried over \$5,000, you may ask for up to \$30,000 of new funds.*)
4. If your agency received an out-of-compliance communication for the 2023 Wildfire Season Staffing Grant or any other OSFM grant, your agency may be ineligible.
5. If your agency has not completed the reporting requirements of the 2023 Wildfire Season Staffing or any other OSFM grant, your agency may be ineligible.

B. ALLOWABLE COSTS

1. Personnel costs that increase firefighter availability, including:
 - a. Paying students/interns who need minimal training,
 - b. Paying volunteers who need minimal training,
 - c. Paying for seasonal firefighters who need minimal training,
 - d. Paying for extra shifts of part-time career firefighters,
 - e. Paying for overtime shifts of full-time career firefighters,
 - f. Employer-required expenses such as FICA, workers' compensation, etc.
2. Administrative costs, including management, payroll, and supplies associated with paying personnel up to 10% of the current season’s award amount.

C. UNALLOWABLE COSTS

1. Hiring permanent personnel
2. Supplanting existing personnel or other budgets (e.g., using funds to cover personnel costs your agency already budgeted for to allow other activities not budgeted for)
3. Paid leave expenses (e.g., vacation or sick leave)
4. Purchasing equipment or equipment maintenance
5. Purchasing supplies or PPE
6. Fuel or engine maintenance
7. Raises or bonuses
8. Costs associated with training, conferences, or other travel-related expenses
 - a. Paying for personnel time for minimal training is allowed
9. Costs reimbursed from other OSFM funds (e.g., pre-position, immediate response, conflagration)

D. APPLICATION FORM, PROCESS, AND AWARDING

1. The online application must be received by 11:59 p.m. Friday, March 22, 2024.
2. To correct or withdraw your application, email your request before the deadline to osfm.grants@osfm.oregon.gov.
3. The OSFM reserves the right to ask follow-up questions to your application.
4. Applicants with a property tax income of less than \$2 million will be reviewed on a first-come, first-served basis throughout the application period.
5. Applicants with a property tax income greater than \$2 million will be considered after the application period closes, dependent on available funding.
6. Successful applicants (recipients) must respond to all OSFM correspondence promptly.
7. Successful applicants (recipients) must sign and return their agreement for disbursements to be processed.

D. IMPORTANT DATES

Application Opens	Friday, March 1, 2024
Application Closes	Friday, March 22, 2024 by 11:59 p.m.
Notice of Award	Friday, March 29, 2024
Funding Allocated	Initiated upon completion of agreement


E. PAYMENT

Grantees will be awarded a one-time lump sum to be spent across the grant period (June 1 – October 31, 2024).

F. REPORTING REQUIREMENTS

1. Grantees shall provide the OSFM with a mid-report (June-August payroll) due in September 2024.
2. Grantees shall provide the OSFM with a final report (June-October payroll) and closeout survey due in November 2024.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	May 15, 2024	Consider an amendment to the Greater Toledo Pool and Recreation District Lease
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:

Motion to approve Amendment No. 1 to the Greater Toledo Pool and Recreation District lease.

Background:

The last lease agreement with the Greater Toledo Pool and Recreation District (GRTRD) is dated February 26, 2020.

Per the City Council’s request, staff drafted Amendment No. 1 to the lease with GTPRD for the use of the Toledo Community Pool. The following changes were made: (1) Term changed from nine 10-year renewal periods, beginning March 1, 2020, to a 99-year Lease, without renewals, beginning May 15, 2024 (see (a)); (2) Clarified that consideration may be paid at any time, instead of \$1 per year, and other property or value is a part of the consideration, to avoid future arguments about whether a \$1 each year has been paid (see (b)); and required the parties to meet every 10 years to discuss the terms and conditions of the lease (see (c)). All other terms remain the same.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	On-going	N/A

Attachment:

1. Amendment No. 1 to Lease
2. Lease, dated Feb 26, 2020

AMENDMENT NO. 1 TO LEASE

This Amendment No. 1 to Lease, dated February 26, 2020 (“Amendment”) is entered between the **City of Toledo**, an Oregon Municipal Corporation (“Landlord”), and **The Greater Toledo Pool and Recreation District**, a Political Subdivision of the State of Oregon (“Tenant”), collectively, the “Parties”.

RECITALS

- A. The parties entered into a Lease Agreement dated February 26, 2020 (the “Agreement”); and
- B. The parties desire to amend the Agreement.

AGREEMENT

1. **Amendments.** The Agreement is amended as follows:

(a) Section 2, Term of Lease, reading as follows:

“Section 2. Term of Lease

2.1 The term of this lease is for nine 10-year annual renewal terms after the expiration of the first term of this lease beginning March 1, 2020 and ending February 28, 2030.

2.2 Each renewal shall be initiated by Tenant giving Landlord Notice of Intent to Renew in writing 60 days before the end of the expiring term.

2.3 Each renewal term shall be automatic and in the sole discretion of Tenant unless Tenant is not in good standing under the terms of this lease.

2.4 The terms of the lease shall remain the same for each renewal, including the rental to be charged, unless by mutual written agreement of the parties the terms are changed.”

is deleted; and replaced with language, to read in its entirety, as follows:

“Section 2. Term of Lease

2.1 The term of this lease is for Ninety-Nine (99) years beginning on May 15, 2024.”

(b) Section 4, Consideration, reading as follows:

“Section 4. Consideration

4.1 Tenant shall pay Landlord the sum of one dollar per year, in advance, as consideration for this lease and any renewal thereof.”

is deleted; and replaced with language, to read in its entirety, as follows:

“Section 4. Consideration

4.1 Tenant shall pay Landlord the sum of one dollar per year, in advance, which may be paid at any time. Other property or value is a part of the consideration, which is acknowledged by the parties.”

(c) Section 5, Use of the Property, is amended by adding Subsection 5.4, to read in its entirety, as

follows:

“As a condition to of the Lease, the parties agree to meet every 10 years during the term of the Lease, to discuss the terms and conditions of the Lease.”

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

4. **Signatures.** This Amendment may be signed in counterparts.

Greater Toledo Pool and Recreation District, a Political Subdivision of the State of Oregon

Roy Kinion, President

Dated: _____, 2024.

Attest: _____
Peter Vince, Vice President

Dated: _____, 2024.

City of Toledo, an Oregon Municipal Corporation

Rod Cross, Mayor

Dated: _____, 2024.

Attest: _____
Lisa Figueroa, City Recorder

Dated: _____, 2024.

Approved as to form and content:

Michael E. Adams, City Attorney

Dated: _____, 2024.

LEASE

Date: 2/26/2020

Between: City of Toledo, an Oregon Municipal Corporation, ("Landlord")
P.O. Box 220, Toledo, OR 97391-0220

And: The Greater Toledo Pool Recreation District, a Political Subdivision of the
State of Oregon, ("Tenant")
P.O. Box 583, Toledo, OR 97391-0583

Section 1. Description of Leased Property

Landlord leases to Tenant the real property (the "Property") legally described at Exhibit A and shown on the map attached as Exhibit B. Landlord leases to Tenant the personal property listed at Exhibit C. These and all other exhibits are incorporated by this reference as if fully set forth in this lease.

Section 2. Term of Lease

2.1 The term of this lease is for nine 10-year annual renewal terms after the expiration of the first term of this lease beginning March 1, 2020 and ending February 28, 2050.

2.2 Each renewal shall be initiated by Tenant giving Landlord Notice of Intent to Renew in writing 60 days before the end of the expiring term.

2.3 Each renewal term shall be automatic and in the sole discretion of Tenant unless Tenant is not in good standing under the terms of this lease.

2.4 The terms of the lease shall remain the same for each renewal, including the rental to be charged, unless by mutual written agreement of the parties the terms are changed.

Section 3. Condition of property

3.1 Alterations Prohibited. Tenant will make no improvements or alterations on the property of any kind without first obtaining Landlord's written consent. All alterations will be made in a good and workmanlike

manner, and in compliance with acceptable laws and building codes. As used herein an alteration includes but is not limited to the installation of computer and telecommunications wiring cables and conduit.

3.2. Ownership and removal of alterations. All improvements and alterations performed on the property by either Landlord or Tenant will be the property of Landlord when installed unless the applicable Landlord's consent specifically provides otherwise. At Landlord's option, Tenant will remove its improvements and alterations and restore the property to its original condition, unless the applicable Landlord's written consent specifically provides otherwise.

3.3 Condition at termination of lease.

a) At the termination of this lease, except for permitted alterations, the property will be returned to Landlord in the same condition as at the commencement of this lease, all repairs being completed as required in this lease, reasonable wear to the fixtures being excepted (except for repair obligations).

b) At the termination of the lease, in consideration of Landlord making available for Tenant's use the balance of its reserve fund for the "Property", and at the request of Landlord, Tenant will remove all structures on the "Property" at Tenant's sole cost, as detailed in the Intergovernmental Agreement between the parties entered into March 1, 2018, at paragraph 11 thereof.

3.4 Construction liens. Tenant will not suffer or permit any construction liens to attach to the interest of Tenant in all or any part of the premises by reason of any works, labor, services, or materials done for or supplied to Tenant, or claim to have been done for or supplied to Tenant or anyone occupying or holding an interest in all or any part of the improvements on the premises through or under Tenant. If any such lien at any time was filed against the premises, Tenant will cause the lien to be discharged of record in 10 business days after the date of filing the same by payment, deposit, or bond.

3.5 Nothing in this lease will be deemed to be, or be construed in any way as constituting, the consent or request of Landlord, express or implied, by inference or otherwise, to any person, firm or corporation, for the performance of any labor or the furnishings of any materials for any construction, rebuilding, alteration, or repair of or to the premises or to the improvements, or as giving Tenant any right or power or authority to contract for or permits the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against Landlord's interest in the property. Tenant is not intended to be an agent of Landlord of the construction of improvements on the premises. Landlord has the right to post and keep posted at any and all reasonable times on the premises and on the improvements any notices that the Landlord is required to post for the protection of Landlord and of the premises and of the improvements from any such lien. The foregoing will not be construed to diminish or in any way vitiate any rights of the Tenant in this lease to construct, alter, or add to the improvements.

Section 4. Consideration

4.1 Tenant shall pay to Landlord the sum of one dollar per year, in advance, as consideration for this lease and any renewal thereof.

Section 5. Use of the Property

5.1 The property will be used by Tenant to provide a community recreational swimming pool and other related uses which are approved in writing by Landlord and no other use.

5.2 Tenant will maintain all of the fixtures on the property including but not limited to buildings, mechanical equipment, all other apparatus, and property used in the operation of the recreational swimming pool to be operated and maintained by Tenant.

5.3 Tenant will maintain the property in good condition and will not commit, permit, or suffer any waste of the property.

Section 6. Liens

6.1 Tenant will pay when due all claims for work done on the property, and for services rendered or materials furnished to Tenant on the property or incurred for Tenant's repair responsibilities for the property and improvements. Tenant will keep the property free of any liens arising out of the failure to pay such claims arising out of any other activity of Tenant. If the property and improvements are subject to any lien because of the activities of Tenant and a lien is not discharged within 10 days, Landlord may discharge the lien and recover the costs from Tenant plus interest at the rate of 18% per annum from the date of expenditure. Such action by Landlord will not constitute a waiver of any right or remedy that Landlord may have because of Tenant's default. If Tenant in good faith elects to contest the lien, then Tenant will, on Landlord's written request, deposit with Landlord cash or sufficient corporate surety bond or other security satisfactory to Landlord, to discharge the lien plus costs and interest.

Section 7. Indemnity; Liability Insurance

7.1 Tenant will indemnify and defend Landlord from any third party claim for bodily injury or property damage resulting from any occurrence on the property during the term of this lease except to the extent due to the intentional torts of Landlord. The foregoing obligations will be applicable only to the extent of the insurance required by section 7.2 or such greater liability insurance as Tenant carries, it being the intent of the parties that the Tenant's insurance will provide contractual liability and additional insured coverage for Landlord to cover Tenant's indemnity obligations under this section 7.1.

7.2 Tenant will procure, and during the term of this lease will continue to carry, a commercial General Liability policy of insurance, naming the Landlord as an additional insured, with liability limits of not less than 3 million dollars for injury to persons or property in any one occurrence. The insurance should be provided by an insurance carrier reasonably acceptable to Landlord. Tenant will deliver to Landlord certificates evidencing the insurance with an endorsement requiring 30 days prior notice to Landlord before the cancellation or prejudicial modification of the insurance coverage.

Section 8. Insurance against loss or damage of the Toledo municipal swimming pool facility by fire, theft, vandalism

8.1 Tenant will keep the "Toledo municipal swimming pool facility," together with the equipment and furnishings used to operate the swimming pool facility, fully insured against loss or damage by fire, theft, vandalism, and such other hazards, as the Landlord may from time to time require, to their full insurable value with Landlord as an additional insured under the policy and with an endorsement providing for 30 days written notice to Landlord before cancellation by the carrier.

8.2 In the event of damage or loss covered by Tenant's insurance, Tenant shall have the option of repairing, restoring or replacing the damaged or lost facility or equipment; provided that, if Tenant is in default under the lease at the time that the proceeds are received, the Landlord may require that all proceeds be applied first to what is owed under the lease to the Landlord.

Section 9. Default; Remedies

9.1 The following will be events of default:

- (a) Failure to pay the rent when due.

(b) Dissolution, termination of existence, insolvency, discontinuance as a going concern, appointment of a receiver of any of the property, assignment for the benefit of creditors, or commencement of any proceedings under any bankruptcy or insolvency laws by or against Tenant.

(c) Failure of Tenant to comply with any other terms or conditions or fulfill any other obligation of the lease within 30 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30 day period, no event of default will occur if Tenant begins correction of the default within the 30 day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as possible (but in no event longer than 120 days).

(d) Abandonment by the Tenant of the property.

9.2 In the event of default, Landlord will have the right, at its option, to terminate this lease, reenter, take possession of the property, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. The right will be cumulative and in addition to all other remedies available to Landlord under applicable law.

9.3 Except for Tenant's failure to pay rent or its failure to keep insurance in force as required by the lease, before commencing a legal action, the party seeking relief must give the other party written notice of the matters in controversy and designate three proposed mediators from the mediation panel of the Circuit Court of the State of Oregon for the County of Lincoln. The other party, within 10 days of receiving the notice, must select a mediator, and the parties must immediately thereafter enter into good faith mediation. If the matter is not resolved by mediation within 45 days after the mediator is selected, the mediation must cease and either party may seek judicial resolution. The costs of the mediation must be shared equally by the

parties. Mediation is not a precondition to seeking a judicial resolution for failure to pay rent or for failure to keep in force the insurance policies required of the Tenant by the terms of the lease.

Section 10. Landlord's Right of Entry

10.1 Landlord may go on the property at any time to inspect or show the property or to cure a Tenant default, as long as Landlord gives reasonable prior notice to Tenant and enters in a reasonable manner that does not harm or interfere with Tenant's ongoing activities on the premises. Tenant will reimburse Landlord for its reasonable fees and costs incurred in curing any Tenant default, in addition to and without waiving any other remedies.

Section 11. Quiet Enjoyment

11.1 Landlord's Warranty. Landlord warrants that it is the owner of the property and has the right to lease the property. Landlord will defend Tenant's right to quiet enjoyment of the property from the lawful claims of all persons during the lease term.

Section 12. Assignment and Sublease

12.1 Tenant may not assign this lease and may not sublease all or any part of the property without Landlord's prior written consent.

Section 13. Successor Interest

13.1 Subject to the limitation on assignment by Tenant, this Lease will be binding on and inure to the benefit of the parties, their successors and assigns.

Section 14. Nonwaiver

14.1 Failure by either party at any time to require performance by the other of this Lease will in no way affect the parties' right to enforce any Lease provisions; nor will any waiver of any breach be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

Section 15. Notices

15.1 Any notice under this Lease must be in writing and will be effective when actually delivered or, if mailed, when deposited as registered or certified mail directed to the address stated on the first page of this Lease or such other address as either party may specify by notice to the other party.

Section 16. Quitting Property at the End of Lease

16.1 Tenant will peaceably surrender, quit, and give up the Property at the expiration or earlier termination of this Lease.

Section 17. Holdover

17.1 If Tenant does not vacate the Property at the time required, Landlord will have the option to treat Tenant as a tenant from month to month subject to all the provisions of this lease except the provisions for rent, term and renewal, or to eject Tenant from the property and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease will constitute a failure to vacate to which this section will apply, if the property not removed will substantially interfere with the occupancy of Property by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

Section 18. Attorney Fees

18.1 If litigation is instituted arising directly or indirectly out of this Lease, the losing party will pay the prevailing parties reasonable attorney fees and court costs as determined by the court at trial or any appeal or review therefrom.

Section 19. Representations and Warranties

19.1 Tenant accepts the Property, improvements, and the personal property of any included in this lease in their present condition, AS IS, without any representation or warranties, express or implied, except as otherwise set forth in this lease. Landlord makes no guarantee or representation regarding the Property, the improvements and personal property. Tenant represents and warrants that Tenant has inspected the Property, the improvements, and the personal property, and Tenant has made its own determination of the value and condition of the Property.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

Landlord, City of Toledo

By  _____


By _____

Tenant, the Greater Toledo Pool Recreation District

By  _____

By _____

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	May 15, 2024	Consider an amendment Municipal Court Judge Services Contract
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:

Motion to approve Amendment No. 2 to the Municipal Court Judge Services Contract.

Background:

The current Municipal Court Judge makes \$500 per Court session. As a left over from the original contract (approved by Resolution No. 1506), a Pro Tem Municipal Court Judge or a temporary/replacement judge, only gets paid half that amount. The request has been made, and staff would recommend that the city change the contract amount for the pro tem judge.

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

Attachment:

1. Amendment No. 1

AMENDMENT NO. 2 TO CONTRACT TO PROVIDE MUNICIPAL COURT JUDGE SERVICES FOR CITY OF TOLEDO

This Amendment No. 2 to Contract to Provide Municipal Court Judge Services for the City of Toledo (“Amendment”) is between **CITY OF TOLEDO**, an Oregon municipal corporation (“**CITY**”) and **Arnold Poole** (“**MUNICIPAL COURT JUDGE**”), and, collectively (“**PARTIES**”).

RECITALS

- A. The MUNICIPAL COURT JUDGE and CITY entered into a Personal Services Contract, signed August 6 and 9, 2021, respectively, and approved by Resolution No. 1472 on August 18, 2021 (“Agreement”).
- B. The MUNICIPAL COURT JUDGE and CITY entered into Amendment No. 1 to Personal Services Contract, approved by Resolution No. 1506 on August 3, 2022 (“Agreement”).
- C. Both Parties acknowledge there is adequate and valuable consideration for this Amendment.
- D. The Parties now desire to amend, modify, and/or clarify such prior agreement.

AGREEMENT

- 1. First Amendment. Subsection b. of Paragraph 4, Pro Tem Services, is changed in the Agreement, as follows:
 - a. “The compensation of any pro tem municipal court judge shall be paid a flat fee of \$250.00 per session.” is deleted; and
 - b. It is replaced with “The compensation of any pro tem municipal court judge shall be the amount paid to the MUNICIPAL COURT JUDGE per session.”
- 2. Other Provisions. The provisions of the Agreement that are not amended or deleted by this Amendment remain unchanged and in full force and effect.

CONTRACT JUDGE

By: _____
Arnold Poole, Municipal Court Judge Date

CITY OF TOLEDO

By: _____
Rod Cross, Mayor Date


Attest:

By: _____
Lisa Figueroa, City Recorder Date

Approved as to Content and Form:

By: _____
Mike Adams, City Attorney Date

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	May 15, 2024	Contract award – Black Rock Underground, LLC for Phase 1A of Mill Creek raw water line replacement
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Public Works Director B.Lorimor	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to approve a contract with Black Rock Underground, LLC for Phase 1-A of the Mill Creek raw water line project and authorize the City Manager to sign and execute the contract.

Background:

As previously touched upon with Council, finishing this leg of the Mill Creek raw water line replacement is crucial to helping prevent continued water line breaks along this dated and problematic section and would complete Phase 1. Costs were previously calculated to total in the upwards of \$1 million due to; permitting, digging, trenching, shoring, special equipment rentals, on-site railroad management and the special provisions due to location of the work being performed along the railroad and adjacent wetland. Black Rock Underground LLC, uses a process known as “pipe bursting”, which is far less invasive and minimizes disruption to the work site and surrounding area. Multiple companies were contacted and/or reached out to, with minimal response, or so stating that they did not have the capability of pipe bursting to the size of 12” pipe that the City of Toledo requires for this project.

Fiscal Impact:	Fiscal Year:	GL Number:
\$150,000	2023-2024	041-410-620520

Attachment:

1. Black Rock Underground LLC. Estimate
2. Telephone quote form



Black Rock Underground, LLC

CCB# 196119
 503.747.9312
 P.O. Box 5999
 Beaverton, OR 97006

Contact: Cory Moore
Phone: (503) 964-0694
Email: cMoore@BlackRockUnderground.com

Quote To: City of Toledo Public Works
 Brian Lorimor

Email: pwdirector@cityoftoledo.org
Phone: (541) 270-5898

Job Name: Toledo Mill Creek Line Burst

Job Address: SE River Rd
 Toledo, Oregon

Date of Plans: N/A (Quote Based on site visit)

Revision Date: None received

Today's Date: 3.19.2024

Bid valid for 15 days

Item	DESCRIPTION	Quantity	UNIT	UNIT PRICE	Total
6000	WATER PUBLIC				
	Mobilization / Deliveries / Job Costs / Project Management	1.00	LS	\$37,800.00	\$37,800.00
	Erosion Control - 100' of silt fence / bio bags in drainage ditches.	1.00	LS	\$1,800.00	\$1,800.00
	Burst 12" ACP with provided 12" DR11 HDPE and connect to existing.	1.00	LS	\$58,650.00	\$58,650.00
	Excavate / Backfill access pits. Includes slip lining RR crossing.	1.00	LS	\$51,450.00	\$51,450.00

COMPLETE PROPOSAL: \$149,700.00

Qualifications

Exclusions:

- Payment and Performance Bond
- Permits
- Dewatering and/or by-pass pumping
- Hazardous waste testing, removal, abatement, disposal or site remediation
- NPDES storm water permits, plans or fee's
- Road damage repair due to heavy equipment and truck traffic required to perform Contract work
- Surveying
- Geo Engineering
- Compaction testing
- Landscape repair or installation
- Utility abatement or relocation of existing utilities other than as shown to be done on plans
- Traffic Control including any requirements by the owner of the Rail Road tracks next to the work.
- Restraining of Existing Water

Assumptions:

All work to be done in the dry season.

We will dismantle existing ARV. Re-installation of ARV by others.

Depth of the receiving pit located near the pump station not to exceed 9' in depth.

Depth of entry pit on the North side of the RR tracks not to exceed 4' in depth.

Depth of pit on South side of RR tracks not to exceed 8' in depth.


Existing casing under RR tracks in acceptable condition and will allow new 12" DR-11 to be slip lined.

There are NO mechanical bends in the existing 12" ACP between the receiving pit and North entry pit.

This price includes one mobilization for all work quoted.

If excavation is required to retrieve the bursting head, due to unforeseen conditions, additional expenses will incur.

CITY OF TOLEDO

TELEPHONE QUOTE FORM					
<u>Department</u> PW		<u>Description of Product to be given to each Vendor:</u> Pipe bursting w/ ~ 715' of 12" HDPE, + tie-in to Mill Creek			
<u>Approvals</u>		Pump station & existing "new" HDPE @ Stedco RR valve.			
<u>Date Item Ordered</u>					
(Highlight Company Ordered From)					
<u>Company Name/Address</u>	<u>Contact Person</u>	<u>Phone/Fax #'s</u>	<u>Quantity</u>	<u>Per Unit Price</u>	<u>Total Price</u>
1) K & R Plumbing - clackamas - wouldn't return calls	RICK	503-658-3161 left vmail on 1/25/24 - No response - called back 1/24/24 - nada			
2) Black Rock Underground - Hillsboro * met w/ Sean & Cary on 3/13/24	DREW CARY	503-747-9312 v-mail - email - responded 2/9/24 - Talked 2/25/24			
3) Linescope LLC - Portland * Responded, can't do 12" HDPE but can bore.	Trent	503-612-7917 971-712-4922 - 1/23/24 - vmail - left info on web			
4)					
Date 1/23/24		Signature and Printed Name of Individual Obtaining Quotes BRIAN LOKINOR 			

Note: Please attach a copy of form to payment request sent to Accounts Payable