



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

TOLEDO CITY COUNCIL
Regular Meeting – also via Zoom Meeting Platform
July 17, 2024

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

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

1. **Call to Order, Pledge of Allegiance and roll call**
2. **Visitors/Public Comment**
(The public comment period provides the public with an opportunity to address the City Council regarding items not on the agenda. Please limit your comments to three (3) minutes).
3. **Consent Agenda**
Minutes from the regular meeting held April 3, 2024 and the executive session held June 5, 2024
4. **Discussion Items**
 - Proposed amendments to City Charter to submit to voters in the 2024 General Election
5. **Decision Items**
 - Approve a grant contract with Department of Land Conservation and Development for Title 16 Partition and Subdivision updates
 - Consideration of a permit to consume alcohol in public places; Oregon Beverage Services
 - Resolution No. 1559, a resolution adopting a salary schedule for non-represented positions for fiscal year 2024 – 2025
 - Approve contract with FEMA and OEM to receive emergency funding from the Ice Storm
6. **Reports and Comments**
 - Committee updates
7. **Adjournment**

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

**TOLEDO CITY COUNCIL
REGULAR MEETING
April 3, 2024**

1. CALL TO ORDER

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

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

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

2. PRESENTATIONS

Presentation – Tyrone Halbrook

Mr. Halbrook introduced himself to the City Council and said he decided to run for a Lincoln County Board of Commissioners seat this year. He indicated he has lived in Waldport with his wife for over six years. He said he has been visiting and introducing himself to other cities and answered questions of the Council. He indicated in his line of work, he sees the impact of homelessness and addiction and implied he wants to see improvements to those issues in Lincoln County.

3. VISITORS/PUBLIC COMMENT

John Robinson, business owner addressed the Council. He said he is building the tri-plex across from the Police Department at the corner of NW 6th Street/A Street. He said there has been an issue with parking his tool trailer on the street. He said he reference the Toledo Municipal Code, which states he can request permission from the City Council to store his tool trailer on the street. He formerly requested from the Council if he could store his tool trailer on the street next to the lot he is building on and if he could use no parking signs for those adjacent parking spaces. There was a consensus of the Council to add his inquiry to the decision items of this meeting.

4. CONSENT AGENDA

Minutes from the meeting held December 20, 2023

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

1 **5. DISCUSSION ITEMS**

2 **Discussion and consideration of City Council budget appropriations for fiscal year 2024-**
3 **2025**

4 FD Carey presented the council report. She indicated in the past the Council would participate in
5 community events, however there was no consideration for a budget for those events. She said she
6 consulted with CR Figueroa on past events for consideration of a budget. CR Figueroa reviewed a
7 list of previous events the Council has participated in over the last several years. There was
8 discussion of events that would occur in the next year, as well as supplies and swag needed for
9 booths, etc. Following discussion, the Council concurred with budgeting \$10,000 for community
10 programs.

11
12 **6. DECISION ITEMS**

13 **Request to hang sign on City owned sign structures**

14 CM Wiggins provided the council report. He said the Toledo Employees Association (TEA)
15 submitted a request to hang banners on the sign structures at the East/West Junction into the City.
16 He said historically signs have promoted community events by the Chamber of Commerce or Art
17 Toledo. He said a policy was presented to the Council last year, but never passed and without
18 regulations in place, he felt the request should come before Council. He said the request was in the
19 form of a note thanking the TEA members and leading them to the TEA's Facebook page. Several
20 councilors commented signage should only promote community events. CA Adams suggested the
21 Council reconsider a sign policy. Following discussion, the Council tabled the request to hang the
22 sign until after they consider a sign policy.

23
24 **Request to store trailer on site at NW 6th Street and A Street and allow no parking signage**

25 The Council deliberated Mr. Robinson's request. It was suggested to have permit parking only for
26 the parking spaces adjacent to the tri-plex because the apartments will need permanent parking
27 once the building is completed. Following discussion there was a consensus of the Council to allow
28 Mr. Robinson to
29

30 **Motion** – It was moved and seconded (Silvia/Burns) to grant permission to John Robinson and his
31 construction firm to store a trailer on the three parking spaces adjoining the construction site on
32 the East Side of A Street, between 5th Street and NW 6th Street for construction purposes for six
33 months and the motion carried unanimously. CA Adams indicated he could present an ordinance
34 in the future in regards to parking permits.
35

36 **7. REPORTS AND COMMENTS**

37 CA Adams updated the Council on Senate Bill 1576 and noted small cities do not benefit from it
38 unless they opt in. He said he would prepare an ordinance for the Council to consider in a future
39 meeting.
40

41 CM Wiggins said bids were received and opened for the Fir Street project and will be brought
42 before Council for a notice of award later in the month. He updated the Council on recent activities
43 and training. He said the City will apply for a Parks Master Plan grant and he is collecting letters
44 of support to submit with the grant.
45

1 Councilor Silvia commented on the strategic planning training earlier in the week and indicated
2 he learned good information for long term planning.

3
4 CP Bush concurred with Councilor Silvia’s comments.

5
6 Mayor Cross indicated he attended meetings and learned there are federal funds available for after
7 school and summer programs. CM Wiggins indicated Interim Library Director Baker is aware of
8 those funds and plans to work with the school district for potential Library programs. He said he
9 met with County Commissioner Jacobson, where they were able to identify several properties in
10 Toledo that could be used as housing projects. He said he learned the former gas station (A frame)
11 on business loop 20 was cleared for light industrial and commercial use by the Department of
12 Environmental Quality, but not residential use. He updated the Council on upcoming meetings he
13 planned to attend.

14
15 **8. ADJOURNMENT**

16 The meeting adjourned at 7:30 p.m.

17
18 Approve:

Attest:

19
20
21 _____
22 Mayor Rod Cross

City Recorder Lisa Figueroa

TOLEDO CITY COUNCIL
EXECUTIVE SESSION
 June 5, 2024

1. EXECUTIVE SESSION

Mayor Rod Cross called the Executive Session to order at 5:33 p.m. electronically via Zoom in Toledo, Oregon. He read the declaration of meeting in Executive Session under the provisions of ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection and ORS 192.660(2) (h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

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

Present	Absent	
X	_____	Mayor Rod Cross
_____	_____	Council President Kim Bush
X	_____	Councilor Jackie Kauffman
_____	_____	Councilor Tracy Mix
X	_____	Councilor Frank Silvia
X	_____	Councilor Jackie Burns
X	_____	Councilor Stu Strom
X	_____	City Manager Doug Wiggins
_____	_____	Finance Director/Assistant City Manager Amanda Carey
X	_____	City Recorder Lisa Figueroa
X	_____	City Attorney Mike Adams
_____	_____	Fire Chief Larry Robeson
_____	_____	Police Chief Mike Pace
_____	_____	Interim Library Director Harrison Baker
_____	_____	Public Works Director Brian Lorimor

No decisions were made in Executive Session.

2. ADJOURNMENT

The Executive Session adjourned at 6:05 p.m.

APPROVE:

ATTEST:

 Mayor Rod Cross

 City Recorder Lisa Figueroa



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
Not applicable	July 17, 2024	Proposed amendments to City Charter to submit to voters in the 2024 General Election
	Agenda Type:	
	Discussion Items	
Prepared by:	Reviewed by:	Approved by:
City Recorder L. Figueroa	City Manager D. Wiggins	City Manager D. Wiggins

Recommendation:

Staff makes no recommendation at this time, it is for discussion only.

Background:

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

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

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

One of the more prominent amendments to the Charter is the proposal to compensate Council members. Over the last couple of years, there have been vacancies on the Council and as Council members tried to recruit new members, they were asked if volunteers received compensation. Citizens often declined volunteering because there was no compensation. Following several discussions, the Committee concurred some compensation is reasonable for the time members of Council commit to serving the City. Besides regular reimbursement for travel/training expenses the Committee proposed the following compensation for Council members:

- The Mayor shall receive \$75 per Council meeting where City business is conducted.
- City Councilors shall receive \$50 per Council meeting where City business is conducted.
- The Council President shall receive \$75 per Council meeting when acting as the presiding officer in the absence of the Mayor.



CITY OF TOLEDO REQUEST FOR COUNCIL ACTION

- When multiple meetings are held in a single day, all members will receive compensation at their respected rate for only one meeting.
- When any member of the Council is absent from a meeting regardless of excused or not, there will be no compensation for that meeting.
- Subsequent Council compensation rates shall be established by ordinance and may only take effect after every Councilor's current term has expired.

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

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

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

Attachment:

1. Proposed City Charter
2. Existing 1993 City Charter

Outline of Charter Chapters

Preamble

Chapter 1 – Name and Boundaries

Chapter 2 – Powers

Chapter 3 – City Council

Chapter 4 – Appointive Officers

Chapter 5 – PERSONNEL

Chapter 6 – Administrative Authority

Chapter 7 – Legislative Authority

Chapter 8 – Quasi-Judicial Authority

Chapter 9 – Elections

Chapter 10 – Miscellaneous Provisions

DRAFT

Formatted: Tab stops: 3.65", Left

City Charter – City of Toledo, Oregon

Formatted: Centered

PREAMBLE

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

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

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

Formatted: Centered

CHAPTER I
NAME AND BOUNDARIES

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

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

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

Formatted: Centered

CHAPTER II
POWERS

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

Formatted: Underline

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

Formatted: Underline

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

Formatted: Underline

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

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

CHAPTER III
CITY COUNCIL *(Form of Government)*

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

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

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

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

- a) The mayor recommends the appointment of individuals to City commissions and committees with the consent of the City Council.
- b) The mayor must sign all ordinances, resolutions and other required documents as needed of the City records of City Council decisions.
- c) The mayor serves as the political head of the city government but shall have no administrative duties.

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

Formatted: Centered

Formatted: Underline

Formatted: Underline

Formatted: Underline

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

Formatted: Underline

Formatted: Underline

Formatted: Underline

Formatted: Underline

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

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

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

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

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

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

3.11 Compensation; Expenses.

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

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

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

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

Formatted: Underline

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

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

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

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

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

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

CHAPTER IV APPOINTIVE OFFICERS

4.1 Other Officers.

- a) The city council shall appoint a city manager, a municipal judge and a city attorney.
- b) Additional officers may be appointed if the city council considers necessary, each of whom the city council shall appoint and may remove by majority vote of all members of the city council.
- c) The city council may combine any two or more appointive offices, except the offices of city manager and municipal judge or city attorney and municipal judge. In such combination, the municipal judge shall not be subject in judicial functions to supervision by any other officer.
- d) The city council shall supervise all officers appointed by the city council, except as supervision may otherwise be authorized by a majority of all members of city council.
- e) No city council member may directly or indirectly, by suggestion or otherwise, attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts; or attempt to exact a promise relative to an appointment from any candidate for manager; or discuss directly or indirectly with the manager for the matter of specific appointments to any city office or employment. Violation of this prohibition is grounds for removal from office by a majority of the city council. In city council meetings, councilors may discuss or suggest anything with the manager relating to city business.

4.2 City Manager.

Commented [MA5]: Don't like title.

Formatted: Underline

Formatted: Underline

Formatted: Underline

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

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

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

d) The city manager must:

- 1) Attend all city council meetings unless excused therefrom. The City Manager shall have the right to participate in discussions with the City Council, but not the right to vote.
- 2) Make reports and recommendations to the mayor and city council about the needs of the city;
- 3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits and other city decisions;
- 4) Appoint, supervise, and remove city employees;
- 5) Direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Charter. Supervise the departments to the end of obtaining the utmost efficiency in each of them, but shall have no control over the judicial activities of the Municipal judge.
- 6) Prepare and administer the annual city budget;
- 7) Administer city utilities and property;
- 8) Encourage and support regional and intergovernmental cooperation;

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

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

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

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

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

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

4.4 Municipal Court and Municipal Judge.

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

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

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

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

e) The municipal judge may:

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

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

- 3) Commit to jail or admit to bail anyone accused of a city offense;
- 4) Issue and compel obedience to subpoenas;
- 5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
- 6) Penalize contempt of court;
- 7) Issue processes necessary to enforce judgments and orders of the court;
- 8) Issue search warrants; and
- 9) Perform other judicial and quasi-judicial functions assigned by ordinance.

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

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

CHAPTER V
PERSONNEL

Formatted: Centered

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

Formatted: Underline

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

Formatted: Underline

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

Formatted: Underline

CHAPTER VI
ADMINISTRATIVE AUTHORITY

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

6.2 Resolution Approval.

- a) Approval of a resolution or any other city council administrative decision requires approval by the council at one meeting.
- b) Substantive amendments to a resolution must be accepted by a vote of the city council prior to adoption.
- c) After approval of a resolution or other administrative decision, the vote of each city council member must be entered into the city council minutes.
- d) After approval of a resolution, ~~the city custodian of records must endorse it with the date of approval and the custodian's name and title. the mayor and the city recorder must endorse it with their signature and the date of adoption.~~

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

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

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

CHAPTER VII
LEGISLATIVE AUTHORITY

Formatted: Centered

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

Formatted: Underline

7.2 Mode of Adoption.

Formatted: Underline

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

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

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

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

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

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

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

CHAPTER VIII
QUASI-JUDICIAL AUTHORITY

Formatted: Centered

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

Formatted: Underline

8.2 Order Approval.

Formatted: Underline

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

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

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

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

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

Formatted: Underline

CHAPTER IX ELECTIONS

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

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

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

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

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

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

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

9.5 Qualifications.

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

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

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

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

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

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

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

a) Upon the incumbent's:

- 1) Death;
- 2) Adjudicated incompetence; or
- 3) Recall from the office.

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

- 1) Failure to qualify for the office within 10 days of the time the term of office is to begin;
- 2) Absence from the city for 30 days without council consent, or fails to attend three consecutive regular meetings of the council without being excused by the council.
- 3) Ceasing to reside in the city;
- 4) Ceasing to be a qualified elector under state law;
- 5) Conviction of a misdemeanor or felony crime;
- 6) Resignation from the office; or
- 7) Removal.

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

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

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

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

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

CHAPTER X MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

DRAFT

Current City Charter

CHARTER - CITY OF TOLEDO, OREGON

CHAPTER I - NAME AND BOUNDARIES

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

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

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

CHAPTER II - POWERS

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

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

CHAPTER III - FORM OF GOVERNMENT

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

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

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

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

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

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

Section 12 Qualifications of Officers.

Current City Charter

- (1) To be eligible for an elective city office, a person at the time of election must be a qualified elector within the meaning of the state constitution and have resided in the City during the twelve months immediately preceding the election. For purposes of this subsection, City means all area included in the incorporated limits as of the date of the election.
- (2) No elective officeholder of this City may be employed by the City in a position that is not substantially volunteer in nature. Any question about whether employment is substantially volunteer in nature shall be made by the municipal court.
- (3) No person may be a nominee for the office of mayor and councilor at the same election.
- (4) Except as otherwise provided in subsection (2) of this section, the council is the final judge of the qualifications and election of its own members.

CHAPTER IV - COUNCIL

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

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

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

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

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

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

CHAPTER V - POWERS AND DUTIES OF OFFICERS

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

Section 20 City Manager.

- (1) Qualifications. The city manager:
 - (a) Shall be the administrative head of the city government.
 - (b) Shall be chosen by a majority vote of all members of the council without regard to political considerations and solely with reference to executive and administrative qualifications.
 - (c) Need not be a resident of the City or of the state at the time of appointment.
- (2) Before taking office, the manager shall give a bond in an amount and with such surety as in approved by the council. The premiums on the bond shall be paid by the City.
- (3) Term. The manager shall be appointed for an indefinite term and may be removed only by a majority vote of all members of the council. If a vacancy occurs in the office of manager after the first

Current City Charter

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

- (4) Powers and Duties. The manager shall:
 - (a) Attend all meetings of the council unless excused by the council or the mayor.
 - (b) Keep the council advised of the affairs and needs of the City.
 - (c) Make annual reports, or more frequently if requested by the council, about the affairs and departments of the City.
 - (d) Be responsible for the enforcement of all ordinances.
 - (e) See that all franchises, leases, contracts, permits and privileges granted by the City are observed.
 - (f) Appoint, discipline and remove personnel, except appointees of the mayor or council.
 - (g) Supervise and control the city manager's appointees in their service to the City.
 - (h) Organize and, as necessary, disband and reorganize the various city departments.
 - (i) Prepare the annual budget for transmittal to the council.
 - (j) Supervise all purchasing.
 - (k) Supervise the operation of all City-owned public utilities and City-owned property.
 - (l) Perform such other duties as the council directs.
- (5) The city manager may not supervise or regulate:
 - (a) The council.
 - (b) The Municipal Judge in the Judge's judicial functions.
 - (c) Except as the council authorizes, appointive personnel of the City whom the city manager does not appoint.
- (6) Seats at Council Meetings. The manager and other officers designated by the council are entitled to sit with the council but have no vote on questions before it. The manager may take part in all council discussions.
- (7) Manager Pro Tem. If the office of city manager becomes vacant, the council shall appoint a manager pro tem as soon as practical. If the city manager is temporarily absent from the City or temporarily disabled from acting as manager, the council may appoint a manager pro tem. The appointment and removal of a manager pro tem shall be made by the majority of all members of the council. A manager pro tem shall possess the powers and duties of city manager, except that the manager pro tem may appoint or remove personnel only with the approval of the majority of all members of the council.
- (8) Interference in Administration and Elections. A member of the council shall not directly or indirectly, by suggestion or otherwise, attempt to influence the manager in making an appointment or in removal of an officer or employee or in purchasing supplies; or attempt to exact a promise relative to an appointment from any candidate for manager; or discuss directly or indirectly with the manager for the matter of specific appointments to any city office or employment. A violation of this subsection forfeits the office of the offending member of the council, who may be removed by the council or a court of competent jurisdiction. The council may, however, in open session, discuss with or suggest to the manager anything pertinent to City affairs or the interests of the City. Further, a councilor may, at time, request and receive information to which a private citizen is entitled.

Section 21 Municipal Court.

Current City Charter

- (1) The municipal judge shall hold within the City a court known as the municipal court for the City of Toledo, Lincoln County, Oregon. The court shall be open for judicial business at times specified by the council. All area within the City and, as provided by law, territory outside the City, is within the territorial jurisdiction of the court. All proceedings of the municipal court are governed by the general laws of the state for justices of the peace and justice courts except as this charter or City ordinance prescribe to the contrary. The municipal court has original jurisdiction over all offenses defined and made punishable and over all actions to recover or enforce forfeiture or penalties defined or authorized by City ordinance.
- (2) A municipal judge may:
 - (a) Render judgments and impose sanctions for enforcement of judgments on persons and property within its jurisdiction.
 - (b) Cause the arrest of a person accused of an offense against the City.
 - (c) Commit to jail pending trial a person accused of an offense against the City.
 - (d) Issue and compel obedience to subpoenas.
 - (e) Compel witnesses to appear and testify or jurors to serve in the trial of any cause before the municipal court.
 - (f) Punish witnesses and others for contempt of court.
 - (g) Issue any process necessary to carry into effect the judgment of the municipal court.
 - (h) Issue search warrants.
 - (i) Perform other judicial or quasi-judicial functions as the council prescribes by general ordinance.
- (3) The council may authorize the municipal judge to appoint municipal judges pro tem for terms of office set by the judge or the council.
- (4) Notwithstanding this section, the council may transfer some or all of the functions of the municipal court to an appropriate state court.

CHAPTER VI - PERSONNEL

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

- (1) Subject to council approval, the city manager shall prescribe rules and procedures governing recruitment, selection, promotion, transfer, demotion, suspension, lay-off and dismissal of city employees on the basis of merit and fitness. Contrary provisions of contracts or collective bargaining agreements entered into by the City and applicable employees shall prevail over rules or procedures promulgated under authority of this section.
- (2) The council, by ordinance, may affirm the rights of city employees to participate in political activities and may impose limits necessary to maintain orderly and effective operation of city government.

CHAPTER VII - ELECTIONS

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

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

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

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

Current City Charter

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

CHAPTER VIII - VACANCIES IN OFFICE

Section 28 Vacancies: Occurrence. The office of a member of the council becomes vacant:

- (1) Upon the incumbent's:
 - (a) Death,
 - (b) Adjudicated incompetence, or
 - (c) Recall from the office, or
- (2) Upon declaration by the council of the vacancy in case of the incumbent's:
 - (a) Failure, following election or appointment to the office, to qualify for the office within ten days after the time for his or her term of office to begin,
 - (b) Absence from the City for 30 days without the council's consent or from all meetings of the council within a 45-day period or from seventy-five percent (75%) of all meetings of the council within a six-month period,
 - (c) Ceasing to reside in the City,
 - (d) Ceasing to be a qualified elector under state law,
 - (e) Conviction of a public offense punishable by loss of liberty, or
 - (f) Resignation from the office.

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

CHAPTER IX - ORDINANCES

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

Section 31 Mode of Adoption.

- (1) Except as subsections (2) and (3) provide to the contrary, an ordinance shall, before adoption, be read fully and distinctly in open council meeting on two different days.
- (2) Except as subsection (3) allows both readings by title only, an ordinance may be adopted at a single council meeting by unanimous vote of all councilors present after being read first in full and then by title.
- (3) Any of the readings may be by title only if:
 - (a) No councilor present at the meeting requests that the ordinance be read in full, and
 - (b) A copy of the ordinance is provided for each councilor, three copies are provided for public inspection in the office of the custodian of City records not later than one week before the first reading of the ordinance, and notice of the availability of copies is given by written posting at the city hall and two other public places in the City or by advertisement in a newspaper of general circulation in the City.
- (4) An ordinance:

Current City Charter

- (a) Adopted after being read by title alone, under the provisions of subsection (3)(b), shall have no legal effect if it differs substantially from its terms as filed prior to the reading, unless each section incorporating such a difference is read fully and distinctly in open council meeting as finally amended prior to being approved by the council.
 - (b) May be amended at the time of adoption if the ordinance as amended deals with the same general subject.
- (5) On the final vote on an ordinance, the ayes and nays of the members of the council shall be taken and entered in the record of proceedings.
- (6) On the adoption of an ordinance, the custodian of City records shall endorse it with the date of adoption and the attester's name and title of office. Upon passage, the mayor shall sign and date the ordinance over the title of "mayor."

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

CHAPTER X - PUBLIC IMPROVEMENTS

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

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

CHAPTER XI - MISCELLANEOUS PROVISIONS

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

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

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

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

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



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
Encourage economic development by developing barrier reducing policies and plans to attract business investments, obtaining grants for commercial rehabilitation, and to support housing development.	July 17, 2024	Approve a grant contract with Department of Land Conservation and Development for Title 16 Partition and Subdivision updates
	Agenda Type:	
	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager D. Wiggins	City Manager D. Wiggins	City Manager D. Wiggins

Recommendation:

Move to approve the acceptance of the grant from DLCD (Department of Land Conservation and Development) and allowing the City Manager to sign the contract.

Background:

The Department of Land Conservation and Development (DLCD) is pleased to offer the City of Toledo a grant in the amount of \$21,500.00 for the Title 16 Partition and Subdivision Update.

The City of Toledo Partition and Subdivision standards have not been updated since 2004 and changes to these sections may be beneficial with a better understanding of the lots available for development. Updated partition and subdivision standards will lead to efficient development and use of the land available for development. Updates are expected to include but not limited to adopting clear and objective criteria, making Partitions a Type II approval instead of a Type III, allowing greater flexibility in shape for lots impacted by steep slopes, allowing access easements, updating the design requirements, and any other updates required by state statute. Updates to Title 16 were identified in the HCA recommendations and the preliminary housing code audit completed by 3J Consulting.

Fiscal Impact:	Fiscal Year:	GL Number:
\$21,500	2024-2025	001-000-405250

Attachment:

1. DLCD Award Cover Letter
2. DLCD Grant Agreement



Oregon

Tina Kotek, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: 503-373-0050

Fax: 503-378-5518

www.oregon.gov/LCD

June 25, 2024

Justin Peterson, Contract Planner
City of Toledo
206 N. Main Street
Toledo, Oregon 97391



SENT VIA E-MAIL

Re: City of Toledo Grant No. HA-25-030 Agreement for Title 16 Partition and Subdivision Update

Dear Justin:

The Department of Land Conservation and Development (DLCD) is pleased to offer the City of Toledo a grant in the amount of \$21,500.00 for the Title 16 Partition and Subdivision Update. You will find the grant agreement in an attached PDF file. Please read it carefully.

Please e-sign the contract at page 8, or print, sign and scan the signed page. The agreement must be signed by Grantee and pages 1-8 of the agreement returned to DLCD. Whether returning the signed agreement via mail or e-mail, it must be received by DLCD's Salem office within 30 days of the date of this letter. If the signed agreement is not received by July 25, 2024, this offer may be withdrawn.

The attached grant agreement is not in effect until signed by Grantee and DLCD. An electronic file of the agreement with both signatures will be returned to you for your records. Funds will be sent to you in accordance with the payment schedule in the grant agreement. Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement.

If you have questions about the agreement, please contact me at 971-375-1618 or DLCD.GFGrant@dlcd.oregon.gov. If you have other questions about the project, please contact your grant manager, Brett Estes, at 503-881-0667 or brett.estes@dlcd.oregon.gov.

Yours truly,

Angela Williamson
Grants Administrative Specialist

cc: Brett Estes, DLCD Regional Representative
Maddie Phillips, DLCD Housing Team Support

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2023-2025 HOUSING PLANNING ASSISTANCE GRANT

AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: June 25, 2024	
Grantee City of Toledo 206 N. Main Street Toledo, Oregon 97391	Grant No. HA-25-030
Project Title: <p style="text-align: center;">Title 16 Partition and Subdivision Update</p>	
Grantee Representative Justin Peterson, Contract Planner 541-336-2247 jpeterson@ocwcog.org	DLCD Grant Manager Brett Estes 503-881-0667 Brett.estes@dlcd.oregon.gov
GRANT AMOUNT: \$21,500.00	CLOSING DATE: June 30, 2025
Last day to amend agreement: April 1, 2025	

Signature

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned without modification by Grantee within thirty (30) days of the Offer Date, the DLCD Grant Program Manager may terminate this offer of the grant award. Upon receipt of the Agreement signed by Grantee, the DLCD Grant Program Manager shall sign and return a digital copy of the signed document via e-mail.

List of Products

Preliminary report: Project staff with contact information and refinement of scope May 31, 2024 (Project Requirement 6)

Task 1: Project Kick-Off and Management

Task 2: Code Audit and Code Concepts

Task 3: Draft Code Update

Task 4: Final Code Update

Task 5: Adoption

Grantee will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2023-2025 HOUSING PLANNING ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: HA-25-030

City of Toledo

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as “DLCD,” and **City of Toledo**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.

2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

- Attachment A: **Project Description and Budget**
- Attachment B: **DLCD Contact Names and Addresses**
- Attachment C: **Request for Product Reimbursement Form and Instructions**
- Attachment D: **Form 1, Notice of Proposed Change (35-day Notice)**
- Attachment E: **Form 2, Notice of Adopted Change**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$21,500.00** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.

4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.

5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

- a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.
- b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement of eligible costs incurred in producing Product(s), as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Exhibit A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD’s approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD’s obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Grantee is in compliance with the terms of this Agreement.
 - iii. Grantee’s representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

7. Representations and Warranties of Grantee. Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee’s organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any

other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Grant Manager at least 90 calendar days before the Project End Date.
10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager.
11. **Ownership of Product(s).**
- a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.
- ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCD or Grantee.
- iii. **"Product(s)"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.

- b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD's behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD's behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

12. **Indemnity.**

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's

written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

14. Termination:

- a. **DLCD’s Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
 - i. **For its convenience** upon thirty (30) days’ prior written notice by DLCD to Grantee;
 - ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
 - iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD’s Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
 - i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD’s notice, or such longer period as DLCD may specify in such notice.
- c. **Grantee’s Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee’s notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

15. Accounting and Fiscal Records: Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.

16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between DLCDC (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCDC or any other duly authorized representative of DLCDC shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCDC.
18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCDC or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCDC. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee: City of Toledo

Grant No. HA-25-030

Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		

Grantor: State of Oregon, acting by and through its Department of Land Conservation and Development

Print Name of DLCD Deputy Director	Title	Date
Kirstin Greene		
Signature of DLCD Grant Program Manager	Deputy Director	

PROJECT PURPOSE STATEMENT

The purpose of this Project is to prepare a hearings-ready development code, Title 16 Subdivisions, to comply with housing-related statutes and facilitate housing production, affordability, and choice. The overall objective is to streamline and improve the subdivision and partition process to support housing development in Toledo. The work may include other minor updates to relevant sections in Title 17 or 19.

The City of Toledo Partition and Subdivision standards have not been updated since 2004 and changes to these sections may be beneficial with a better understanding of the lots available for development. Updated partition and subdivision standards will lead to efficient development and use of the land available for development. Updates are expected to include but not limited to adopting clear and objective criteria, making Partitions a Type II approval instead of a Type III, allowing greater flexibility in shape for lots impacted by steep slopes, allowing access easements, updating the design requirements, and any other updates required by state statute. Updates to Title 16 were identified in the HCA recommendations and the preliminary housing code audit completed by 3J Consulting.

PROJECT OVERVIEW AND MANAGEMENT

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD Grant Manager. Specific Project management duties of Grantee will include:

- a. Organizing and managing the advisory committee;
- b. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.

Advisory Committees

The Project will use the Toledo Planning Commission as a policy advisory committee. Members of the staff will be responsible for reviewing technical analysis with their respective planning commissions and elected officials.

Agency Role

DLCD will provide financial, administrative and technical assistance to the Project. DLCD supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized. DLCD recognizes the City of Toledo will inform, but will not bind, future land use decisions of the cooperating jurisdictions.

City and Organization Role

The Project will use contract services to perform technical analysis and code amendments related to middle housing. The consultant is expected to produce middle housing code amendments in compliance with statute (ORS 197.758) and administrative rule (OAR Chapter 660, Division 046).

Project Meeting Materials

Written Project documents or memorandum prepared by the staff shall be provided to Grantee in digital format at least one week prior to any scheduled PAC meeting.

Grantee shall prepare meeting agendas and summaries for each PAC meeting. Grantee shall distribute meeting materials to project committee members at least five (5) working days prior to any scheduled meeting.

Project Schedule

The schedule identified in “Schedule, Products, and Budget” section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is May 31, 2025.

Expectations for All Written and Graphic Products

All reports and Products will be delivered to the DLCD Grant Manager according to the schedule provided in this Project Description.

All reports, studies, and other documents produced under the Project must bear the statement in Project Requirement 3, below.

Grantee will provide all draft and final Products, including memos, reports, and maps produced by this Agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

PROJECT REQUIREMENTS

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products, and maps produced under this Agreement in a digital media format.
6. Grantee will complete the following by June 30, 2024:
 - a. Identify the name and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
 - b. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).

7. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
8. Any final product must be proposed under Attachment D, Form 1, “Notice of Proposed Change,” at least 35 days before the first evidentiary hearing as set forth in ORS 197.610 and OAR 660-018-0020, -0021, and -0022. The products must be adopted by the governing body and submitted under Attachment E, Form 2, “Notice of Adoption” as set forth in ORS 197.615 and OAR 660-018-0040.
9. Grantee will consult closely with the DLCDC Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.
10. Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
11. Any notice issued by Grantee that is eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
12. Grantee will consult with the DLCDC Grant Manager and any other entities in the development of Products and provide an opportunity for timely review of all draft Products.
13. Grantee will submit a written status report at the request of the DLCDC Grant Manager at any time outside of the payment schedule in addition to the reports submitted with Attachment C.
14. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCDC’s payment obligations under this Agreement are conditioned upon DLCDC receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCDC in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.
15. Grantee will not use grant funds provided under this Agreement for any regularly scheduled or other scheduled meetings and hearings. Grantee must use its own funds, or in-kind contributions for all regularly scheduled or other scheduled meetings and hearings.

SCHEDULE, PRODUCTS, AND BUDGET

Pre-Task Submittals

The contract in Project Requirement 6 in this Project Description and Budget will be submitted.

Pre-Task Timeline: By the date specified in the requirement.

Pre-task report budget: \$0

Task 1: Project Kick-Off and Management

Oregon Cascades West Council of Governments (OCWCOG) provides existing planning services to the City of Toledo and is familiar with many of the challenges with Title 16. OCWCOG will verify the action items identified through this initial conference call with the Local Government and will develop and share a proposed schedule for the actions required for the completion of all tasks. The level of detail required for the proposed project schedule should be determined by mutual agreement by the Local Government and the OCWCOG. OCWCOG will have monthly check-ins with the City to discuss major project milestones and work products, address questions, and identify follow-up actions.

Task 1 Products: OCWCOG Deliverables: Summary of major tasks and action items for the Project Proposed Project schedule **Local Government Deliverables:** Copy of relevant comprehensive plan and code sections, or other relevant City data or documents

Task 1 timeline: June 1, 2024 to June 30, 2025

Task 1 budget: \$1,000.00

Task 2: Code Audit and Code Concepts

A preliminary review has already been completed. OCWCOG will review the zoning ordinance and other land development documents and regulations (if any) to identify legal or policy issues related to residential development. This will include, but is not limited to, the OCWCOG determining whether the comprehensive plan and zoning code contains:

- Standards permitting the development of housing in compliance with applicable statutes and Administrative Rules (OAR Chapter 660)
- A clear and objective path for approval of residential development
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging housing through unreasonable cost or delay
- Criteria or procedures related to housing that may stymie production.

Local Government will schedule and provide notice and an agenda for a Planning Commission meeting to present findings and recommendations of the code review. OCWCOG will coordinate with Local Government on meeting arrangements and facilitate the Planning Commission meetings.

Task 2 Products: OCWCOG Deliverables: • Code Audit findings and recommendations (Code Concepts) • Presentation materials to explain required middle housing elements, findings, and recommendations to the Planning Commission, the public, and interest groups **Local Government Deliverables:** • Planning Commission appointments, meeting notices, and agendas • Planning Commission meeting notes

Task 2 timeline: August 1, 2024 to August 31, 2024

Task 2 budget: \$2,500.00

Task 3: Draft Code Update

After review of the findings and recommendations of the code review with the Planning Commission at the first committee meeting, OCWCOG will prepare draft updates to the Local Government's zoning ordinance, other development codes (if any), and comprehensive plan (if required), addressing issues identified in Task 2.

Local Government will schedule one public workshop or open house to present development code updates, code audit findings, and recommendations in the form of code concepts. Local Government will solicit input from the public on proposed code concepts. OCWCOG will coordinate with Local Government on meeting arrangements and facilitate the public meeting(s). Following the public workshop or open house, OCWCOG, in consultation with Local Government, will consider public input received and make any necessary revisions to the code concepts, if needed.

Task 3 Products: OCWCOG Deliverable: • Draft updates to Title 16 and other development codes (if any). • Presentation materials to explain draft updates to the planning commission, the public, and interest groups • Public meeting summary **Task 3 Local Government Deliverables:** • Planning Commission meeting notices and agendas • Planning Commission notes • Public meeting notice(s)

Task 3 timeline: August 1, 2024 to November 30, 2024

Task 3 budget: \$8,000.00

Task 4: Final Code Update

After review of the code update with the Planning Commission at a second meeting, OCWCOG will prepare final draft updates to Toledo's Title 16, other development codes (if any, addressing issues identified in Task 2. The final draft document will be delivered in two formats: double underline/strikeout (showing new and deleted text, respectively) to indicate changes from existing code language; and clean text, in a format suitable for adoption.

Task 4 Products: OCWCOG Deliverable: • Final draft updates to Title 16, other development codes (if any). • Presentation materials to explain final draft updates to the Planning Commission, the public, and interest groups **Local Government Deliverables:** • Planning Commission meeting notices and agendas • Planning Commission meeting notes

Task 4 timeline: December 1, 2024 to February 28, 2025

Task 4 budget: \$5,000.00

Task 5: Adoption

Local Government will schedule and provide notice and an agenda for hearings to adopt updates to the Local Government's zoning ordinance, other development codes (if any), and comprehensive plan (if required). OCWCOG will coordinate with Local Government on hearing arrangements and present updates to the hearings body or bodies.

Task 5 Products: OCWCOG Deliverable: • Presentation materials to explain final draft updates to the hearings body or bodies **Local Government Deliverables:** • Hearings notices, agendas, and minutes.

Submit 35-day notice. Prepare and submit hearings-ready Products from Task 5 online at https://db.lcd.state.or.us/PAPA_Online/Account/Login?ReturnUrl=%2fPAPA_Online, or via e-mail with Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation, and at least 35 days before first evidentiary hearing. If the notice is submitted online, send an e-mail to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information providing notification of the submittal. If submitting via e-mail, send Task 5 Product(s) in a digital media format to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information, and to the Plan Amendment Specialist at the e-mail address specified in Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation.

Submit Notice of Adoption. Prepare and submit signed ordinance(s) adopting the Products from Task 5 online at https://db.lcd.state.or.us/PAPA_Online/Account/Login?ReturnUrl=%2fPAPA_Online, or via e-mail with Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation, according to the instructions on the form. If the notice is submitted online, send an e-mail to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information providing notification of the submittal. If submitting via e-mail, send the notice on digital media to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information, and to the Plan Amendment Specialist at the e-mail address specified in Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation.

Task 5 timeline: March 1, 2025 to May 31, 2025

Task 5 budget: \$5,000.00

FP – Final Payment

Reimbursement on or before **May 31, 2025** of **up to \$21,500.00** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 1-5. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than May 31, 2025.**

Budget Summary

Task 1 – Project Kick Off and Management	\$1,000.00
Task 2 – Code Audit and Code Concepts	\$2,500.00
Task 3 – Draft Code Update	\$8,000.00
Task 4 – Final Code Update	\$5,000.00
Task 5 – Adoption	\$5,000.00
TOTAL	\$21,500.00

**DLCD TA Grant Agreement
Contact Information**

For questions regarding your grant, please contact:

Grant Manager:

Brett Estes
North Coast Regional Solutions Center
4506 Third Street
Tillamook, OR 97141

Mobile: 503-881-0667

E-mail: brett.estes@dlcd.oregon.gov

Housing Team Support Staff:

Maddie Phillips
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, OR 97301

Office: 503-507-5167

Email: madeline.phillips@dlcd.oregon.gov

OR

Housing Services Division Manager:

Ethan Stuckmayer
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Office: 503-302-0937

E-mail: ethan.stuckmayer@dlcd.oregon.gov

Payment requests should be sent to:

Grants Administrative Specialist

Silas Lobnibe
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Office: 971-375-1618

E-mail: DLCD.GFGrant@dlcd.oregon.gov

**Department of Land Conservation and Development (DLCD)
2023-2025 Request for Interim Reimbursement / Final Closeout**

Grantee Name City of Toledo		Grant No. assigned by DLCD HA-25-030		Final Payment Yes No	
Grant Agreement Start Date From: Execution		Grant Agreement Close Date To: May 31, 2025		Period covered by this Payment From:	
<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>	
Transactions		Previously Reported		This Payment	
				Cumulative	
1. Salaries and Benefits					
2. Supplies and services					
3. Contracts (see instructions)					
4. Other (provide list & explain)					
5. Total (add lines 1-4)					
<i>Local Contributions (if applicable)</i>					
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. Total (add lines 6-9)					
11. Payment requested (from line 5)		DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE	
12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final payment.					
13. Typed or Printed Name and Title			14. Address where payment is to be sent		
15. Signature of Authorized Certifying Official			16. Date Payment Submitted		

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

<u>DLCD CERTIFICATION</u>			
I certify as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:			
_____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued			
_____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued.			
Signature of DLCD Grant Manager		Date	
Signature of DLCD Program Manager		Date	
BATCH #	DATE	VOUCHER#	DATE
PCA#	OBJECT #	VENDOR #	AMOUNT

**Department of Land Conservation and Development
2023-2025 Planning Technical Assistance Grant Agreement
Interim Reimbursement and Closeout Form Instructions**

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

General Instructions and Reminders

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact the Grants Administrative Specialist at DLCD.GFGrant@dlcd.oregon.gov. In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests – interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final payment has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Closing Date of this Agreement.

Completing the Form

Please show *total actual expenditures only* of DLCD grant award and local contributions.

First row: DLCD will complete the Grantee Name and Grant Number. In the Final Payment box, highlight or circle “No” for interim payments and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this payment” The form includes separate boxes for “from” and “to.” Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the payment descriptions in the “Schedule, Products, and Budget” section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- **“DLCD Grant Expenditures, Previous Reported”** column -- should be blank if the submission is Payment 1. If the request is for a second or later interim payment or final closeout, enter the sum of previous payments in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Payment”** column – captures and identifies expenditures for the products that are currently being submitted for review and payment.
- **“DLCD Grant Expenditures, Cumulative”** column – simply the total of the two previous columns.
- **“DLCD Grant Expenditures, Transactions”** – Complete items 1–4 as applicable and item 5, total in the “Previously Reported” column if applicable and in the “This Payment” column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.
 - **1. Salary and Benefits** includes the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.

- **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
 - **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
 - **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as “Other.” Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
 - **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Payment, and Cumulative columns. The Total payments at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the payment request from line 5 “DLCD Grant Expenditures This Payment” on line 11.

Certification: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where payment should be sent must be provided in cell 14.
- The signature under “Signature of Authorized Certifying Official” must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a payment can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the payment schedule as identified in the Grant Agreement when submitting a request for payment or closeout.

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at DLCD.GFGrant@dlcd.oregon.gov, or (2) via the DLCD FTP site (contact the Grants Administrative Specialist for instructions at 971-375-1618) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist
 Department of Land Conservation and Development
 635 Capitol St. NE Suite 150
 Salem, OR 97301



NOTICE OF A PROPOSED CHANGE TO A COMPREHENSIVE PLAN OR LAND USE REGULATION FORM 1

FOR DLCD USE
File No.:
Received:

Local governments are required to send notice of a proposed change to a comprehensive plan or land use regulation at least 35 days before the first evidentiary hearing.

Jurisdiction:

Grant No.:

Local file no.:

Please check the type of change that best describes the proposal:

- Urban growth boundary (UGB) amendment including more than 50 acres, by a city with a population greater than 2,500 within the UGB
UGB amendment over 100 acres by a metropolitan service district
Urban reserve designation, or amendment including over 50 acres, by a city with a population greater than 2,500 within the UGB
Periodic review task - Task no.:
Any other change to a comp plan or land use regulation (e.g., a post-acknowledgement plan amendment)

Local contact person (name and title):

Phone: E-mail:

Street address: City: Zip:

Briefly summarize the proposal in plain language. Please identify all chapters of the plan or code proposed for amendment (maximum 500 characters):

Date of first evidentiary hearing:

Date of final hearing:

This is a revision to a previously submitted notice. Date of previous submittal:

Check all that apply:

- Comprehensive Plan text amendment(s)
Comprehensive Plan map amendment(s) - Change from to
Change from to
New or amended land use regulation
Zoning map amendment(s) - Change from to
Change from to
An exception to a statewide planning goal is proposed - goal(s) subject to exception:
Acres affected by map amendment:

Location of property, if applicable (site address and T, R, Sec., TL):

List affected state or federal agencies, local governments, and special districts:

NOTICE OF A PROPOSED CHANGE – SUBMITTAL INSTRUCTIONS

1. Except under certain circumstances,¹ proposed amendments must be submitted to DLCDD's Salem office at least 35 days before the first evidentiary hearing on the proposal. The 35 days begins the day of the postmark if mailed, or, if submitted by means other than US Postal Service, on the day DLCDD receives the proposal in its Salem office. **DLCDD will not confirm receipt of a Notice of a Proposed Change unless requested.**

2. A Notice of a Proposed Change must be submitted by a local government (city, county, or metropolitan service district). DLCDD will not accept a Notice of a Proposed Change submitted by an individual or private firm or organization.

3. **Hard-copy submittal:** When submitting a Notice of a Proposed Change on paper, via the US Postal Service or hand-delivery, print a completed copy of this Form 1 on light green paper if available. Submit **one copy** of the proposed change, including this form and other required materials to:

Attention: Plan Amendment Specialist
Dept. of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, OR 97301-2540

This form is available here:

<https://www.oregon.gov/lcd/CPU/Pages/Plan-Amendments.aspx>

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to plan.amendment@dlcd.oregon.gov with the subject line "Notice of Proposed Amendment."

Submittals may also be uploaded to DLCDD's FTP site at <http://www.oregon.gov/LCD/CPU/Pages/PAPA-Submittals.aspx>.

E-mails with attachments that exceed 20MB will not be received, and therefore FTP must be used for these electronic submittals. **The FTP site must be used for all .zip files** regardless of size. The maximum file size for uploading via FTP is 150MB.

Include this Form 1 as the first pages of a combined file or as a separate file.

5. **File format:** When submitting a Notice of a Proposed Change via e-mail or FTP, or on a digital disc, attach all materials in one of the following formats: Adobe .pdf (preferred); Microsoft Office (for example, Word .doc or docx or Excel .xls or xlsx); or ESRI .mxd, .gdb, or .mpk. For other file formats, please contact the plan amendment specialist at 503-934-0000 or plan.amendments@dlcd.oregon.gov.

6. **Text:** Submittal of a Notice of a Proposed Change for a comprehensive plan or land use regulation text amendment must include the text of the amendment and any other information necessary to advise DLCDD of the effect of the proposal. "Text" means the specific language proposed to be amended, added to, or deleted from the currently acknowledged plan or land use regulation. A general description of the proposal is not adequate. The notice may be deemed incomplete without this documentation.

7. **Staff report:** Attach any staff report on the proposed change or information that describes when the staff report will be available and how a copy may be obtained.

8. **Local hearing notice:** Attach the notice or a draft of the notice required under ORS 197.763 regarding a quasi-judicial land use hearing, if applicable.

9. **Maps:** Submittal of a proposed map amendment must include a map of the affected area showing existing and proposed plan and zone designations. A paper map must be legible if printed on 8½" x 11" paper. Include text regarding background, justification for the change, and the application if there was one accepted by the local government. A map by itself is not a complete notice.

10. **Goal exceptions:** Submittal of proposed amendments that involve a goal exception must include the proposed language of the exception.

¹ 660-018-0022 provides:

(1) When a local government determines that no goals, commission rules, or land use statutes apply to a particular proposed change, the notice of a proposed change is not required [a notice of adoption is still required, however]; and

(2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review such that the local government cannot submit the proposed change consistent with the 35-day deadline, the local government may submit the proposed change to the department as soon as practicable. The submittal must include a description of the emergency circumstances.

If you have any questions or would like assistance, please contact your DLCD regional representative or the DLCD Salem office at 503-934-0000 or e-mail plan.amendments@dlcd.oregon.gov.

Notice checklist. Include all that apply:

- Completed Form 1
- The text of the amendment (e.g., plan or code text changes, exception findings, justification for change)
- Any staff report on the proposed change or information that describes when the staff report will be available and how a copy may be obtained
- A map of the affected area showing existing and proposed plan and zone designations
- A copy of the notice or a draft of the notice regarding a quasi-judicial land use hearing, if applicable
- Any other information necessary to advise DLCD of the effect of the proposal

DLCD FORM 2



NOTICE OF ADOPTED CHANGE TO A COMPREHENSIVE PLAN OR LAND USE REGULATION

FOR DLCD USE

File No.:

Received:

Local governments are required to send notice of an adopted change to a comprehensive plan or land use regulation **no more than 20 days after the adoption.** (See [OAR 660-018-0040](#)). The rules require that the notice include a completed copy of this form. **This notice form is not for submittal of a completed periodic review task or a plan amendment reviewed in the manner of periodic review.** Use [Form 4](#) for an adopted urban growth boundary including over 50 acres by a city with a population greater than 2,500 within the UGB or an urban growth boundary amendment over 100 acres adopted by a metropolitan service district. Use [Form 5](#) for an adopted urban reserve designation, or amendment to add over 50 acres, by a city with a population greater than 2,500 within the UGB. Use [Form 6](#) with submittal of an adopted periodic review task.

Jurisdiction:

Grant No.

Local file no.:

Date of adoption:

Date sent:

Was Notice of a Proposed Change (Form 1) submitted to DLCD?

Yes: Date (use the date of last revision if a revised Form 1 was submitted):

No

Is the adopted change different from what was described in the Notice of Proposed Change? Yes No

If yes, describe how the adoption differs from the proposal:

Local contact (name and title):

Phone: E-mail:

Street address: City: Zip:

PLEASE COMPLETE ALL OF THE FOLLOWING SECTIONS THAT APPLY

For a change to comprehensive plan text:

Identify the sections of the plan that were added or amended and which statewide planning goals those sections implement, if any:

For a change to a comprehensive plan map:

Identify the former and new map designations and the area affected:

Change from _____ to _____ . _____ acres. A goal exception was required for this change.

Change from _____ to _____ . _____ acres. A goal exception was required for this change.

Change from _____ to _____ . _____ acres. A goal exception was required for this change.

Change from _____ to _____ . _____ acres. A goal exception was required for this change.

Location of affected property (T, R, Sec., TL and address): _____ .

The subject property is entirely within an urban growth boundary

The subject property is partially within an urban growth boundary

If the comprehensive plan map change is a UGB amendment including less than 50 acres and/or by a city with a population less than 2,500 in the urban area, indicate the number of acres of the former rural plan designation, by type, included in the boundary.

Exclusive Farm Use – Acres:	Non-resource – Acres:
Forest – Acres:	Marginal Lands – Acres:
Rural Residential – Acres:	Natural Resource/Coastal/Open Space – Acres:
Rural Commercial or Industrial – Acres:	Other: – Acres:

If the comprehensive plan map change is an urban reserve amendment including less than 50 acres, or establishment or amendment of an urban reserve by a city with a population less than 2,500 in the urban area, indicate the number of acres, by plan designation, included in the boundary.

Exclusive Farm Use – Acres:	Non-resource – Acres:
Forest – Acres:	Marginal Lands – Acres:
Rural Residential – Acres:	Natural Resource/Coastal/Open Space – Acres:
Rural Commercial or Industrial – Acres:	Other: – Acres:

For a change to the text of an ordinance or code:

Identify the sections of the ordinance or code that were added or amended by title and number:

For a change to a zoning map:

Identify the former and new base zone designations and the area affected:

Change from	to	. Acres:
Change from	to	. Acres:
Change from	to	. Acres:
Change from	to	. Acres:

Identify additions to or removal from an overlay zone designation and the area affected:

Overlay zone designation: . Acres added: . Acres removed:

Location of affected property (T, R, Sec., TL and address):

List affected state or federal agencies, local governments and special districts:

Identify supplemental information that is included because it may be useful to inform DLCD or members of the public of the effect of the actual change that has been submitted with this Notice of Adopted Change, if any. If the submittal, including supplementary materials, exceeds 100 pages, include a summary of the amendment briefly describing its purpose and requirements.

NOTICE OF ADOPTED CHANGE – SUBMITTAL INSTRUCTIONS

1. A Notice of Adopted Change must be received by DLCD no later than 20 days after the ordinance(s) implementing the change has been signed by the public official designated by the jurisdiction to sign the approved ordinance(s) as provided in [ORS 197.615](#) and [OAR 660-018-0040](#).

2. A Notice of Adopted Change must be submitted by a local government (city, county, or metropolitan service district). DLCD will not accept a Notice of Adopted Change submitted by an individual or private firm or organization.

3. **Hard-copy submittal:** When submitting a Notice of Adopted Change on paper, via the US Postal Service or hand-delivery, print a completed copy of this Form 2 on light green paper if available. Submit **one copy** of the proposed change, including this form and other required materials to:

Attention: Plan Amendment Specialist
Dept. of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, OR 97301-2540

This form is available here:

<https://www.oregon.gov/lcd/CPU/Pages/Plan-Amendments.aspx>

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to plan.amendments@dlcd.oregon.gov with the subject line “Notice of Adopted Amendment.”

Submittals may also be uploaded to DLCD’s FTP site at

<https://www.oregon.gov/LCD/CPU/Pages/PAPA-Submittals.aspx>.

E-mails with attachments that exceed 20MB will not be received, and therefore FTP must be used for these electronic submittals. **The FTP site must be used for all .zip files** regardless of size. The maximum file size for uploading via FTP is 150MB.

Include this Form 2 as the first pages of a combined file or as a separate file.

5. **File format:** When submitting a Notice of Adopted Change via e-mail or FTP, or on a digital disc, attach all materials in one of the following formats: Adobe .pdf (preferred); Microsoft Office (for example, Word .doc or docx or Excel .xls or.xlsx); or ESRI .mxd, .gdb, or .mpk. For other file formats, please contact the plan amendment specialist at 503-934-0000 or plan.amendments@dlcd.oregon.gov.

6. **Content:** An administrative rule lists required content of a submittal of an adopted change ([OAR 660-018-0040\(3\)](#)). By completing this form and including the materials listed in the checklist below, the notice will include the required contents.

Where the amendments or new land use regulations, including supplementary materials, exceed 100 pages, include a summary of the amendment briefly describing its purpose and requirements.

7. Remember to notify persons who participated in the local proceedings and requested notice of the final decision. ([ORS 197.615](#))

If you have any questions or would like assistance, please contact your DLCD regional representative or the DLCD Salem office at 503-934-0000 or e-mail plan.amendments@dlcd.oregon.gov.

Notice checklist. Include all that apply:

- Completed Form 2
- A copy of the final decision (including the signed ordinance(s)). This must include city *and* county decisions for UGB and urban reserve adoptions
- The findings and the text of the change to the comprehensive plan or land use regulation
- If a comprehensive plan map or zoning map is created or altered by the proposed change:
 - A map showing the area changed and applicable designations, and
 - Electronic files containing geospatial data showing the area changed, as specified in [OAR 660-018-0040\(5\)](#), if applicable
 - Any supplemental information that may be useful to inform DLCD or members of the public of the effect of the actual change.



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
Not applicable	July 17, 2024	Consideration of a permit to consume alcohol in public places; Oregon Beverage Services
	Agenda Type:	
	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Recorder L. Figueroa	City Manager D. Wiggins	City Manager D. Wiggins

Recommendation:

Staff makes no recommendation. The City Council may make a motion to approve or deny the permit application request.

Background:

Unruh Management & Consulting (dba) Oregon Beverage Services submitted an application for a permit to allow consumption of alcohol in public places for during the Summer Festival at Memorial Field on the weekend of July 19 through July 21.

Their request is to allow consumption of alcohol on the entire premises of Memorial Field during the Summer Festival, between 10:00 a.m. and 12:00 a.m. each day. A copy of their permit application to the Oregon Liquor Cannabis Commission (OLCC) and their compliance plan are attached. Their compliance plan explains how they will manage ID checks as well as ensuring alcohol is kept on the premises. The Council may approve or deny the application, however the final decision rests with the OLCC.

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

Attachment:

1. OLCC permit application



FULL ON-PREMISES SALES LICENSE TUAL PRIVILEGES

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

LIMITED ON-PREMISES SALES LICENSE TUAL PRIVILEGES

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

TUAL LICENSE FEE & APPLICATION STEPS

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

Process Time

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



APPLICATION FOR TEMPORARY USE OF AN ANNUAL LICENSE (TUAL)

1. My Annual License Type is a: <input type="checkbox"/> FULL ON-PREMISES <input type="checkbox"/> LIMITED ON-PREMISES	
2. Licensee Name (please print):	
3. Email:	
4. Trade Name of Business:	5. Fax (Optional):
6. Street Address of <u>Annual</u> Business:	7. City:
8. Contact Person:	9. Contact Phone:
10. Event Name (if applicable):	
11. Date(s) of event (no more than seven days, must include delivery dates):	
12. Start/End hours of alcohol service: _____ to _____ (include AM/PM)	
13. Address of <u>Special Event</u> (Street, City and Zip):	
14. Is the event, or any part of the event, outdoors? <input type="checkbox"/> Yes <input type="checkbox"/> No	
14a. If yes , submit a drawing showing the licensed area and its boundaries.	
15. List the name(s) and service permit number(s) of alcohol manager(s) on-duty and in the licensed area:	
16. What is the expected attendance <i>per day</i> in the area where alcohol will be sold or consumed? _____ <ul style="list-style-type: none"> • If the expected attendance is 301 or more per day, the event must have at least \$300,000 of liquor liability insurance coverage (ORS 471.168) and you must <u>also</u> answer questions 17 and 18. If your answer is 300 or fewer per day, please skip to question 19. • If the expected attendance is 501 or more per day, you must submit a Plan to Manage along with this application along with answering questions 17 and 18. 	
17. Insurance Company:	18. Policy #:
GOVERNMENT RECOMMENDATION	
You must obtain a recommendation from the local city or county before submitting this application to the OLCC.	
19. Name the city if the event address is within a city's limits, or the county if the event address is outside city limits:	



APPLICATION FOR TEMPORARY USE OF AN ANNUAL LICENSE (TUAL)

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

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

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

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

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

List the meals that will be provided at the event:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | |

I affirm the following:

- The information on this application is true and accurate.
- Minors (people under the age of 21) and visibly intoxicated people will not be allowed to buy, possess, or consume alcohol.
- The only open containers of alcohol that may be taken off the licensed area are securely covered containers (growlers) of malt beverages, wine, or cider. I will not allow any other open container of alcohol to leave the licensed premises.
- Marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the special event licensed premises.
- The event will meet the food service requirements of a Temporary Use of an Annual License.
- I affirm I am authorized to sign this application on behalf of the applicant.

20. Applicant Name (print): _____

21. SIGNATURE: _____

22. Date: _____

CITY OR COUNTY USE ONLY

The city/county named in #19 above recommends:

Grant Acknowledge Deny (attach written explanation of Deny recommendation)

City/County Staff Name and Title: _____

City/County Signature: _____ Date: _____

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

OLCC USE ONLY Fee Paid: _____ Date: _____ Receipt #: _____

License is Approved Denied Not Processed - Reason: _____

OLCC Signature: _____ Date: _____



FOOD REQUIREMENTS FOR TUAL

WHAT AMOUNT OF FOOD MUST I PROVIDE?

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

WHAT CONSTITUTES A MEAL?

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

WHAT DOES DIFFERENT MEAN?

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

IS THERE AN EXCEPTION TO PROVIDING THE TWO DIFFERENT MEALS?

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

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

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

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

IS PROVIDING TASTINGS OF ALCOHOL CONSIDERED PROVIDING ALCOHOL SERVICE?

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

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

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

WHO CAN THE CONTRACT FOR THE FOOD SERVICE BE WITH?

The contract can be between:

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

DOES THE FOOD SERVICE CONTRACT NEED TO BE IN WRITING?

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



PLAN TO MANAGE SPECIAL EVENTS

The OLCC may require some applicants for a special event license to submit this completed form to the OLCC prior to the OLCC approving an application for a special event.

Typically, the OLCC is likely to require this form with events where minors and alcohol will be allowed together and the expected attendance per day in the area where alcohol will be sold or consumed is 501 or more. However, please note that there may be other circumstances under which the OLCC may require an applicant to submit this form.

If there will be more than one applicant applying to make alcoholic beverages available in the same area(s) of the same event, all applicants may agree to submit and follow one plan.

1. Applicant Name: _____

2. Email: _____

3. Event Name: Toledo Summerfest _____

4. Date(s) of event: July 19th - 21st, 2024 _____

5. Start/End hours of alcohol service: _____ (am / pm) to _____ (am / pm)

6. Event Street Address: _____

7. City: _____ 8. County: _____ 9. Zip: 97391

(If multiple addresses, please submit the Address Supplemental form)

10. Will minors be allowed at the event? Yes No

11. If yes, will minors and alcoholic beverage be allowed together in the same area? _____ Yes _____ No

12. Will any portion of the licensed premises be prohibited to minor patrons? _____ Yes _____ No

If yes, describe your plan to prevent minor patrons from gaining access to the prohibited area:

13. Estimated total attendance per day in area(s) where alcoholic beverage will be sold or consumed: _____

14. List name(s) and contact phone(s) of alcohol manager(s) on-duty and in the licensed area:

15. Describe the primary activities within the licensed area:

16. Do you estimate that 30 percent or more of the people attending the event will be between 15 and 20 years of age?

Yes No

17. Do you estimate the number of patrons in the licensed area will be about the same during the entire time that alcohol is sold or consumed? _____ Yes _____ No If no, what are the estimated times that a greater number of patrons will attend? **3 pm - 7 pm**

PLAN TO MANAGE SPECIAL EVENTS

18. At any one time, what is the average range of the number of staff (such as managers, servers, security, alcohol monitors, ID checkers, etc.) on-duty, at the event, and whose job includes monitoring patron behavior?

19. Will **Alcohol Monitors** work in the licensed area? (*An Alcohol Monitor is a person in addition to alcohol servers and security staff who monitors the sale, service, and consumption of alcoholic beverages to help ensure that unlawful sales, service, and consumption of alcoholic beverages do not occur.*)

_____ Yes _____ No

20. If yes to #19, list the minimum number of **Alcohol Monitors** you estimate will work during the estimated times when a greater number of patrons will attend and the estimated times when a regular number of patrons will attend:

_____ Minimum number during estimated times of greater patron attendance

_____ Minimum number during estimated times of regular patron attendance

21. If yes to #19, describe how **Alcohol Monitors** will be readily identifiable as such to patrons:

22. Will all **Alcohol Monitors** be required to have a service permit? _____ Yes _____ No

23. If no to #22, those **Alcohol Monitors** without a service permit must be uncompensated volunteers who are directly supervised in the licensed area by an individual who has successfully completed an Alcohol Server Education course within the last five years. Please list the name(s) of the supervisor(s) and their server education completion date(s):

24. Is the applicant a nonprofit or charitable organization registered with one of the following?

- * Oregon Secretary of State. Check this site to determine if your organization has an Oregon Registry Number: [Oregon Secretary of State](#)
- * Oregon Department of Justice. Check this site to determine if your organization is a charitable organization registered in Oregon: [Oregon Department of Justice - search for Oregon Charities](#)

_____ Yes

_____ No

24a. If yes to #24, will the applicant use servers who don't hold a service permit? ___ yes ___ no

24b. If yes to 24a, describe the plan to train these people in at least the following: recognizing minors; properly checking identification; and how to recognize and respond appropriately to visibly intoxicated persons:

25. Will security or ID checkers be required to have a service permit? _____ yes _____ no

If no, describe the plan to train these people in at least the following: recognizing minors; properly checking identification; and how to recognize and respond appropriately to visibly intoxicated persons:

PLAN TO MANAGE SPECIAL EVENTS

26. Will servers, security, or ID checkers wear clothing or other designation which readily identifies them as such to patrons? yes no If yes, please describe: All staff will be in logo attire clothing or with a lanyard to identify their job/business.

27. Describe the alcoholic beverages meant for consumption in the licensed area:

	Size of Container (in which the Alcohol will be Served)	Maximum Amount of Alcohol in the Container
Malt Beverages		
Wine		
Cider		
Distilled Liquor		

28. Describe how containers used to serve alcoholic beverages for consumption in the licensed area will be of a different color and type when compared to containers used to serve nonalcoholic beverages:

29. What is the maximum number of containers of alcoholic beverages meant for consumption in the licensed area that a patron may possess at any one time? _____

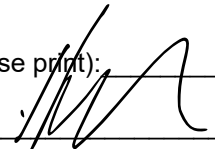
30. Describe the level of lighting the licensed area will have to ensure the proper monitoring of patrons:

A level of lighting sufficient to read common newspaper print; or

A level of lighting that will be (please describe):

31. If other methods for adequately managing the licensed area will be used, describe them here (or submit a separate written, dated, and signed plan):

32. Applicant Name (please print): _____

33. Applicant Signature:  _____

34. Date: _____



COMPLIANCE PLAN

Toledo Summerfest

INTRODUCTION

This compliance plan relates to Oregon Beverage Services' operations for the Toledo Summerfest.

VENUE

The entire licensed premise will be fenced for walk beer, which can be purchased from licensed bartenders. The casino will provide security for this event. The service location and event premises will be secured by fencing.

STYLE OF OPERATION

This is a "Walk Beer Event" in a fenced-in area located within a fenced-in area of the park. Beverages will be available from 1-2 service locations. Alcohol Monitors/Security will be present at doors, which will ensure no alcohol enters or leaves the premises. Signage will also be posted. ID will be rechecked if they look of questionable age.

OFFERINGS

Alcoholic beverages will be limited to Malt Beverages/Cider served in a 12-24 ounce cup/can, and wine in a 7 oz clear plastic cup. The original containers will be distinctly identifiable, as well as the cups. Patrons may only purchase two beverages at a time.

STAFFING

All service locations will be staffed with servers who have an OLCC license. **Only licensed servers will be dispensing alcoholic beverages.**

SECURITY/ALCOHOL MONITORS

Oregon Beverage will provide alcohol monitors through a licensed and bonded agency contract. Toledo Summerfest will provide security and ID Checker/Alcohol Monitors during the event whose *sole* responsibilities are to observe patrons, monitor alcohol consumption, ensure that minors are not receiving or consuming alcohol, ensure that no alcohol leaves the premises, and look for patrons who exhibit visible signs of intoxication.

COMPLIANCE PLAN

Page 2

SIGNAGE

All areas will be signed with the following information:

ANYONE TRYING TO LEAVE THE LICENSED PREMISE WITH ALCOHOL WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW
ANY PATRON UNDER THE AGE OF 30 WILL REQUIRE PROOF OF AGE
HAVE YOUR I.D. AVAILABLE

In addition, pregnancy and alcohol warning signs will be posted, as well as signs at entrance/exit gates prohibiting alcohol from leaving the (garden).

345 NW A St





**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
To sustain and expand an inclusive and welcoming work environment, with a focus on enhancing retention rates.	July 17, 2024	Resolution No. 1559, a resolution adopting a salary schedule for non-represented positions for fiscal year 2024 - 2025
	Agenda Type:	
	Decision Items	
Prepared by:	Reviewed by:	Approved by:
FD/Asst. CM A. Carey	City Manager D. Wiggins	City Manager D. Wiggins

Recommendation:

Move to adopt Resolution No. 1559, a resolution of the Toledo City Council adopting a salary schedule for non-represented positions for fiscal year 2024 - 2025

Background:

The City recognizes cost of living adjustments (COLAs) for represented and non-represented employees. COLAs for represented employees are specified in the Collective Bargaining agreements between the City and both of the Toledo employee bargaining units. In the past, the City has tried to reflect a COLA wage adjustment for the non-represented City employees in a similar fashion and amount. The current COLA increase in the Toledo Public Safety Association (TPSA) collective bargaining agreement is 4.0%, and the recently adopted Toledo Employee Association (TEA) collective bargaining agreement included similar increases. The fiscal year 2024 – 2025 budget was prepared with an estimated 4.0% increase for non-represented staff, ensuring adequate funds are available to cover the proposed increase. Increasing the non-represented salary schedule based on COLA amounts for represented staff helps maintain a fair and equitable salary range for non-represented employees, especially supervisory staff and management.

Consideration of an annual COLA wage adjustment for non-represented staff based upon the COLA amounts agreed to in the represented employee’s collective bargaining agreement will provide an opportunity for the Council to adjust wages to maintain competitiveness in the local public sector wage market, as well as reduce wage compression issues between represented and non-represented employees.

Fiscal Impact:	Fiscal Year:	GL Number:
Increase of 4.0% for non-represented employees	2024-2025	Various funds as approved in the 2024-2025 budget

Attachment:

1. Resolution No. 1559
2. Exhibit “A” – Proposed Salary Schedule
3. Exhibit “B” – CPI Comparison Graph

**CITY OF TOLEDO
RESOLUTION NO. 1559**

A RESOLUTION OF THE TOLEDO CITY COUNCIL ADOPTING A SALARY SCHEDULE FOR NON-REPRESENTED POSITIONS FOR FISCAL YEAR 2024 - 2025

WHEREAS, The City of Toledo has established salary schedules for all positions of employment within the City of Toledo; and

WHEREAS, The Toledo City Council is authorized by Chapter III, Section 11 of the City Charter to establish the maximum compensation for City officers and employees; and

WHEREAS, The Toledo City Council desires to maintain fair and equitable compensation for City staff; and

WHEREAS, The Council finds it to be in the best interest of the City to annually adjust the compensation of City staff to maintain a fair and equitable salary range for all positions.

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

Section 1. That the City of Toledo Salary Schedule for non-represented positions for fiscal year 2024-2025 attached as Exhibit "A" is hereby adopted effective retroactively as of July 1, 2024.

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

That this resolution is hereby adopted by the Toledo City Council on this 17th day of July, 2024.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Lisa Figueroa

City of Toledo Salary Schedule
Non-Represented

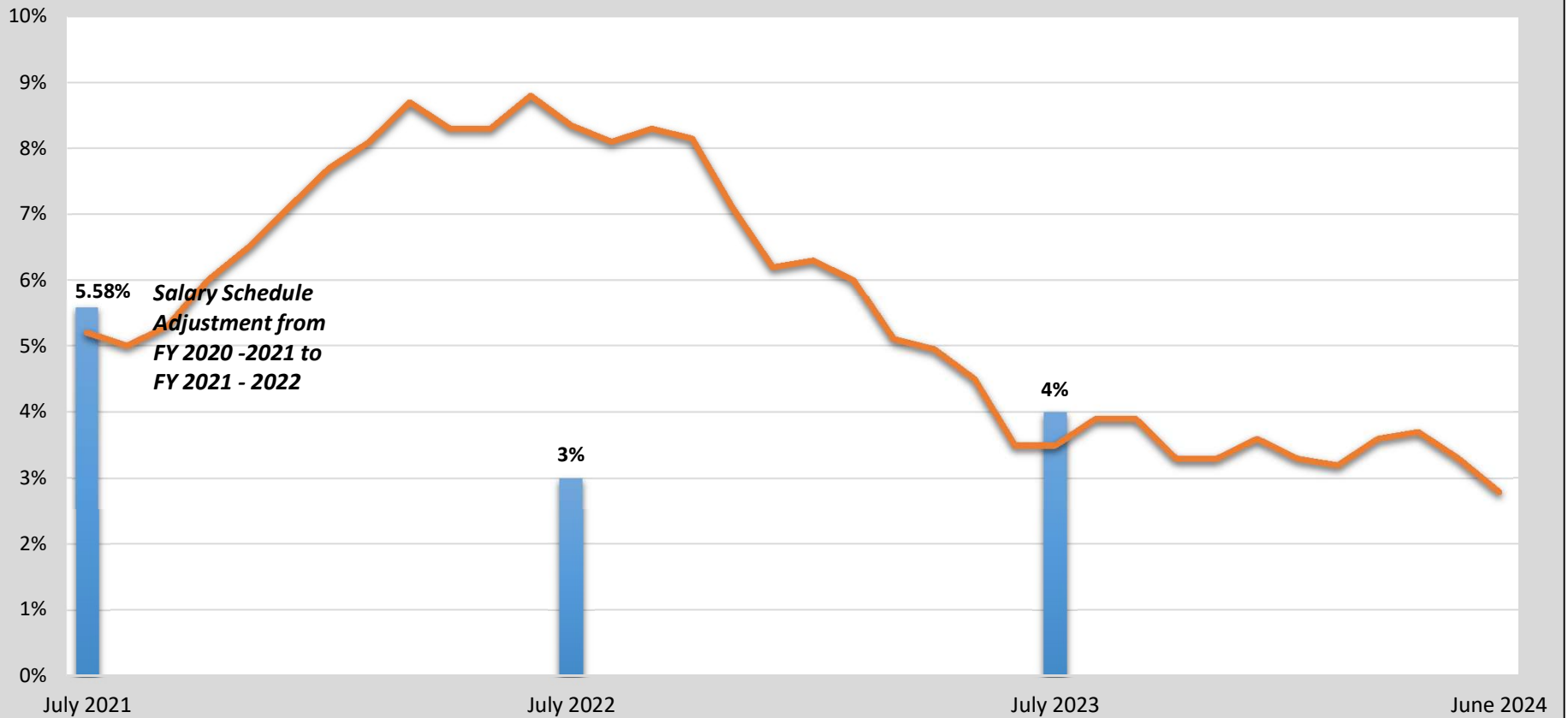
Draft

Salary Schedule Effective July 1, 2024
with 4% COLA

Grade	Position	1	2	3	4	5	6
30		\$3,449	\$3,585	\$3,730	\$3,878	\$4,035	\$4,200
31		\$3,803	\$3,957	\$4,114	\$4,279	\$4,449	\$4,629
32		\$4,062	\$4,226	\$4,392	\$4,569	\$4,753	\$4,943
33	Assistant Library Director	\$4,419	\$4,647	\$4,803	\$5,087	\$5,298	\$5,453
34	Accounting Supervisor Dispatch Supervisor	\$4,950	\$5,149	\$5,355	\$5,569	\$5,792	\$6,024
35	Assistant Fire Chief	\$4,956	\$5,150	\$5,335	\$5,540	\$5,745	\$5,986
36	City Recorder Human Resources Specialist	\$5,204	\$5,411	\$5,628	\$5,851	\$6,085	\$6,330
37	Public Works Operations Supervisor	\$5,594	\$5,816	\$5,963	\$6,265	\$6,421	\$6,705
38	Information Systems Administrator	\$5,842	\$6,077	\$6,321	\$6,576	\$6,838	\$7,113
39	Police Sergeant	\$6,365	\$6,621	\$6,886	\$7,161	\$7,447	\$7,746
40	City Planner	\$6,242	\$6,486	\$6,752	\$7,021	\$7,304	\$7,595
41	Library Director	\$6,490	\$6,751	\$7,021	\$7,303	\$7,595	\$7,898
42		\$7,064	\$7,348	\$7,641	\$7,947	\$8,266	\$8,594
43	Fire Chief Police Chief Public Works Director	\$7,768	\$8,081	\$8,403	\$8,740	\$9,091	\$9,454
44	Finance Director / Assistant City Manager	\$8,001	\$8,323	\$8,655	\$9,002	\$9,363	\$9,736

3 Year Comparison Non-Represented Employees Cost of Living Adjustment

■ Non-represented Employee COLA — 12 Month % Change CPI - West Region





**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

Council Goal:	Meeting Date:	Agenda Topic:
To enhance and sustain public infrastructure and facilities by implementing plans...	July 17, 2024	Approve contract with FEMA and OEM to receive emergency funding from the Ice Storm
	Agenda Type:	
	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager D. Wiggins	City Manager D. Wiggins	City Manager D. Wiggins

Recommendation:

Move to approve the contract with OEM (Office of Emergency Management) and allow the City Manager to execute the contract and paperwork as needed for the Ice Storm event.

Background:

The City of Toledo qualifies for federal reimbursement from FEMA for the January ice storm. FEMA disburses the money to the State and the State then passes the money on to the City as a sub recipient. The attached contract acknowledges that process with the State of Oregon. As per the agreement, FEMA reimburses up to 75% of the cost to which is passed through OEM to the City.

Staff is currently working on finishing up the reporting and gathering the information necessary for FEMA in determining the final calculations for the Ice Storm event.

Fiscal Impact:	Fiscal Year:	GL Number:
50,000-100,000	2024-2025	N/A

Attachment:

1. OEM Cover Letter
2. OEM Contract



Oregon

Tina Kotek, Governor

Oregon Department of Emergency Management

PO Box 14370

Salem, OR 97309-5062

Phone: 503-378-2911

TTY: 7-1-1

www.Oregon.gov/OEM

July 12, 2024

Doug Wiggins
City of Toledo
206 N Main Street
Toledo, OR 97391

RE: FEMA-DR-4768-OR
PA: 041-74000-00

Dear Doug Wiggins

Congratulations on your approved Request for Public Assistance (RPA) for federal funding relief for Disaster 4768-OR. Enclosed you will find a few documents needed to complete your documentation.

Please fill out and sign the following (*only those checked*):

- Infrastructure Contract – *Please be sure to sign the information on Pages 10 & 12.*
- W9
- Risk Assessment – *This assessment is valid for only one (1) year, and may have to be repeated.*

Please return all signed documents to OEM.PA-Recovery@oem.oregon.gov at your earliest convenience. Funding **cannot** be processed for obligated projects until **ALL** signed documents requested are received. Once the signed contract is returned, OEM will counter sign with someone in authority (such as an elected official or Chief Financial Officer), and a copy of the completely signed contract will be sent back to you.

If you have any questions, please reach out to OEM.PA-Recovery@oem.oregon.gov.

Sincerely,

Julie Slevin
State Public Assistance Officer

Enclosures

STATE OF OREGON
DEPARTMENT OF EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4768-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Oregon Department of Emergency Management, hereinafter referred to as “OEM” and _____ a political subdivision of the State of Oregon, hereinafter referred to as the “SUBRECIPIENT”. This Agreement includes Exhibit A, which is incorporated by reference.

This Agreement shall be effective upon execution by the parties and receipt of any approvals required by law and shall terminate on the earlier of: (i) as provided in Section 17 of this Agreement, (ii) the end of the Agreement Period specified below or (iii) April 13, 2028.

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from the Severe Winter Storms, Storms, Straight-line Winds, Landslides and Mudslides from January 10, 2024, through January 22, 2024.

WHEREAS OEM is authorized by the 2024 FEMA-State Agreement for the Severe Winter Storms, Straight-line Winds, Landslides and Mudslides to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims.

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4768-DR-OR (“FEMA Declaration”), OEM is reimbursing the SUBRECIPIENT for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of January 10, 2024 through January 22, 2024, in the manner described herein and in accordance with the completed Project Worksheets sheets submitted by SUBRECIPIENT and approved by FEMA and OEM. The parties understand and agree that after the project(s) described in a Project Worksheet is reviewed and approved by FEMA and OEM and determined to be eligible for funding under the FEMA Declaration in terms of an eligible SUBRECIPIENT, project and amount, then the amount(s) set forth in the Project Worksheet will be transferred from FEMA to OEM for disbursement on a reimbursement basis as set forth in this Agreement. For any project(s) that SUBRECIPIENT seeks reimbursement for under the FEMA Declaration, SUBRECIPIENT shall obtain a completed, executed, and approved Project Worksheet substantially in the form of the enclosed Exhibit B.

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred on or subsequent to the

incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close out and audit, all as detailed in the applicable FEMA application and Project Worksheet. This period shall be referred to as the "Agreement Period."

4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBRECIPIENT upon completion of the project(s). It is the responsibility of the SUBRECIPIENT to notify OEM of project completion.

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4768-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment, or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute 75 percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required 25 percent match to any eligible project costs identified in the Project Worksheet.

6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA and allocated by FEMA pursuant to the applicable Project Worksheet, shall issue payments to the SUBRECIPIENT as follows:

1. Small Projects:
 - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a) Payment of claims. For FEMA-4768-DR-OR, that amount is \$1,037,000.
 - b) Payments are made for all small projects to the SUBRECIPIENT upon submission of a State of Oregon Request for Reimbursement Form to OEM, and the subsequent approval by OEM in accordance with OEM Small Project Procedures.
2. Large Projects
 - a) Large Projects are eligible for funding in excess of the amount allowed for initial approval, as provided in 44 CFR 206.205(b).

- b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBRECIPIENT upon submission of a State of Oregon Request for Reimbursement Form, with appropriate supporting documentation, to OEM, upon approval by OEM.
- c) Final Payment: Final payment will be made upon submission by the SUBRECIPIENT of CERTIFICATION OF LARGE PROJECT COST, completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.

- 3. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4768-DR-OR and the amount(s) approved in the applicable PW. OEM at any time reserves the right to make inspections or hold a retainage of reimbursement during the duration of this Agreement, until final reconciliation at closeout.

7.0 RECORDS MAINTENANCE

The SUBRECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBRECIPIENT will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 2 CFR § 200.334, Retention requirements for records.

8.0 PROPERTY/EQUIPMENT MANAGEMENT AND RECORDS CONTROL AND RETENTION OF RECORDS and REPORTING

- 1. Property/Equipment Management and Records Control. The Subrecipient agrees to comply with all requirements set forth in 2 CFR §200 Subpart D, Property Standards for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the requirements set forth in 2 CFR §200.313 Equipment, 314 Supplies and 334 Retention requirements for records, and the following requirements:
 - a. All property/equipment purchased under this agreement, whether by the Subrecipient or a subcontractor, will be recorded and maintained in the Subrecipient's property/equipment inventory system.
 - b. The Subrecipient shall maintain property/equipment records that include: a description of the property/equipment, the manufacturer's serial

number, model number, or other identification number, the source of the property/equipment, including the, Project Worksheet number, Catalog of Federal Assistance Listing / CFDA number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost, the location, use and condition of the property/equipment, and any ultimate disposition data including the date of disposition and sale price of the property/equipment.

- c. A physical inventory of the property/equipment must be taken, and the results reconciled with the property/equipment records, at least once every two years.
 - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage or theft shall be investigated.
 - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. If the Subrecipient is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
 - g. The Subrecipient shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants and the Subrecipients who receive pass-through funding from this grant agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the FEMA Public Assistance program shall vest in the Subrecipient agency that purchased the property/equipment, except as may be provided in 2 CFR §200.313.

9.0 AUDITS

If Subrecipient expends \$750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and Accountability Office's (GAO) Government Auditing Standards, located at <https://www.gao.gov/about/what-gao-does/audit-role>, and the requirements of Subpart F of 2 CFR Part 200. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.

The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes Recipient/Pass-through entity name (OEM), program name, Federal

Listing Number (ALN-97.036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet, OEM is required by 2 CFR 200.332 Requirements for pass-through entities to complete the information set forth in Exhibit A to this Agreement. SUBRECIPIENT shall submit with each Project Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.

The SUBRECIPIENT shall maintain records and accounts as described in Section 7.0 of this agreement. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its contractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.

The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBRECIPIENT shall include these requirements in any subcontracts.

10.0 RECOVERY OF FUNDS

In the event that the SUBRECIPIENT fails to complete the project(s), fails to expend, or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBRECIPIENT of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBRECIPIENT shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBRECIPIENT shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBRECIPIENT obtains recovery from a responsible party, the SUBRECIPIENT shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBRECIPIENT shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

11.0 CONFLICT OF INTEREST

The SUBRECIPIENT will prohibit any employee, governing body, contractor, subcontractor, or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244. In addition, SUBRECIPIENT must disclose in a timely manner and in writing to OEM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the funds provided under this Agreement as provided in 2 CFR § 200.113 Mandatory disclosures.

12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBRECIPIENT either in whole or in part.

14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBRECIPIENT subcontracts for engineering services, the SUBRECIPIENT shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBRECIPIENT for the benefit of the SUBRECIPIENT of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBRECIPIENT shall cause the subcontractor to provide it with a 30-day notice of cancellation issued by the insurance company.

15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206 Appeals and arbitrations, the SUBRECIPIENT may appeal any determination previously made related to the federal assistance for the SUBRECIPIENT. The SUBRECIPIENT's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBRECIPIENT's position.

Upon receipt of a SUBRECIPIENT's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 120 days of the determination that is the subject of the appeal. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

16.0 GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and SUBRECIPIENT that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

17.0 TERMINATION

- 1. Except as otherwise provided in this Agreement, either party may terminate this Agreement (which includes the applicable Project Worksheet(s)) upon giving thirty (30) days written notice to the other party. In the event of termination of this Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination.
- 2. OEM may terminate all or part of this Agreement or may change the project specifications set forth in a Project Worksheet if there is a reduction in federal funds which are the basis for this Agreement, and OEM approves the reduction.
- 3. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBRECIPIENT, or at such later date as OEM may establish in such notice, if SUBRECIPIENT commits any material breach or default of any covenant, warranty, obligation, or certification under this Agreement. In its notice, OEM may permit SUBRECIPIENT an opportunity to cure the breach, default or failure in such time and on such terms as OEM may specify in such notice.

18.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

19.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBRECIPIENT, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBRECIPIENT shall, as required by ORS 401.178, indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBRECIPIENT, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

20.0 SUBRECIPIENT ASSURANCES

SUBRECIPIENT represents and warrants to OEM as follows:

- 1. SUBRECIPIENT is the political subdivision of the State of Oregon. SUBRECIPIENT has full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 2. This Agreement has been duly authorized, executed and delivered on behalf of Subrecipient and constitutes the legal, valid, and binding obligation of Subrecipient, enforceable in accordance with its terms.
- 3. The SUBRECIPIENT hereby assures and certifies that it will comply with all applicable state and federal laws and regulations that were in effect at the time of

the Major Disaster Declaration date of April 13, 2024, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter “Stafford Act”); 44 CFR Parts 7, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR4768; Wages, Hours and Records Laws (ORS Chapter 652) Minimum Wages; Employment Conditions; Minors (ORS Chapter 653) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBRECIPIENT will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state, and local agencies for the maintenance and operation of such facilities.
6. The SUBRECIPIENT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications, and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBRECIPIENT will, prior to the start of any construction activity, ensure that all applicable federal, state, and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBRECIPIENT will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBRECIPIENT will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement (as required by Executive Orders 11246, 11375, 41 CFR Part 60-1.4(b), the provisions of which are incorporated herein by reference). A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. The SUBRECIPIENT shall utilize certified minority-owned and women-owned businesses (MWBE’s) to the maximum extent possible in the performance of this Agreement.
11. The SUBRECIPIENT will comply with all Department of Homeland Security Standard Terms and Conditions in effect on the date of the Declaration, available

at [DHS Standard Term and Conditions](#), which are incorporated by reference into this Agreement.

12. The SUBRECIPIENT and its contractors, subcontractors and other employers providing work, labor, or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBRECIPIENT, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.
13. Reserved
14. Reserved
15. Subrecipients will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5).
16. Notice of awarding agency requirements and regulations pertaining to reporting. – Reporting requirements: The Subrecipient will submit a Quarterly Project Status Report (OEM Form) on all Large projects or certain Small projects at discretion of OEM on a 3-month interval. OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM. The SUBRECIPIENT is responsible for submitting Quarterly reports after that date and will be due to OEM by July 15, October 15, January 15, and April 15.
17. Subrecipient will comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401 *et seq.*), section 508 of the Clean Water Act (33 U.S.C. 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1.1 *et seq.*).
18. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

22.0 ACKNOWLEDGMENTS

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to the project in any release or other publication developed or modified for or referring to the project.

23.0 INSURANCE

The SUBRECIPIENT will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.

24.0 SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions and applications of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

25.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

26.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this Agreement are:

For SUBRECIPIENT:

For OEM:

Patence Winningham
Alternate Governor's Authorized Representative
Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
Phone: (971) 301-0238

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery.

Notice by facsimile shall be deemed given receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received up a return email or other acknowledgment of receipt by the receiver and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

27.0 ENTIRE AGREEMENT

This Agreement, when combined with one or more completed Project Worksheets, sets forth the entire agreement between the parties with respect to the subject matter hereof. Except for the completion of Project Worksheets, any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into a written amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement with completed Project Worksheets or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

28.0 SURVIVAL

The following provisions survive the expiration or termination of this Agreement: Sections 7.0, 9.0, 10.0, 16.0, 19.0 and 28.0.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Agreement as of the date and year written below.

Patence Winningham, Alternate GAR
Department of Emergency Management

Date: _____

Subrecipient Signature

Printed Name

Title: _____

Date: _____

APPROVED
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

Sam Zeigler
Assistant Attorney General
By Email

Date: _____

OEM
P. O. Box 14370
Salem, OR 97309-5062
ALN:

Exhibit A
Information Required by 2 CFR § 200.332(a)
This is a subaward to a subrecipient.

1. Subrecipient Name (which must match the name associated with UEI # below):
2. Subrecipient's Unique Entity Identifier (UEI):
3. Federal Award Identification Number (FAIN): 4767DRORP000
4. Federal Award Date: 04/13/2024
5. Sub-award Period of Performance Start and End Date:
From 01/10/2024 To _____
6. Sub-award Budget Period Start and End Date:
From 01/10/2024 To _____
7. Total Amount of Federal Funds Obligated by this Agreement: \$____
8. Date of Obligation: _____
9. Total Amount of Federal Funds Obligated to Subrecipient by the pass-through entity, including this Agreement: \$____
10. Total Amount of Federal Funds committed to Subrecipient by the pass-through entity: \$____
11. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
12. Name of Federal awarding agency, pass-through entity, and the contact information for awarding official of the pass-through entity:
 - a. Name of the Federal awarding agency: Federal Emergency Management Agency (FEMA)
 - b. Name of the pass-through entity: Oregon Department of Emergency Management
 - c. Contact information for Awarding Official of the pass-through entity:

Alternate Governor's Authorized Representative (AGAR) Patence Winningham,
503-378-3434, patence.winningham@oem.oregon.gov
13. Federal Award:
 - a. Assistance Listing number and Title: 97.036 Disaster Grants – Public Assistance (Presidentially Declared Disasters)

b. Amount: \$ _____

c. Disaster Declaration Date: 04/13/2024

d. Incident Period: 01/10/2024-01/22/2024

14. Is Award Research and Development? No

15. Indirect Cost Rate: 0%



Toledo City Council Dashboard – June 2024

Police

Traffic

Citations	
Driving Uninsured	3
Driving W/O Privileges	1
DWS-Violation	5
Fail Carry Proof Insurance	1
Failure to Carry Veh Reg	1
Failure to Obey Traffic Control Device	1
Failure to Register Vehicle	1
Failure to Renew Vehicle Registration	1
Failure to use Ignition Interlock Device	1
Improper Display of Sticker	3
Violation of Posted Speed	7
Total	25

	Citations	Warnings	Total	Average Warning	DUII
Total	25	63	115	55%	1

Overtime

Overtime		
Chief	27.45	Non-Compensated
Dispatch	108.5	
Patrol	97.75	
Total	206.25	
Grand Total	251	



Crimes

Person		
	Assault	6
	Violation Restrain/No Contact Order	1
	Total	7
Property		
	Burglary	1
	Criminal Mischief	3
	Hit and Run - Property	1
	Theft	5
	Trespass	1
	Total	11
Society		
	Drugs	2
	DUII	1
	DWS - Misdemeanor	1
	Elude	1
	Parole/Probation Detainer	1
	Resisting Arrest	1
	Warrant	2
	Total	9

Total Crimes	27
Total Cleared Crimes	17
Cleared by Arrest	63%

Library

Total Circulation of Library Materials: 2,639

Hotspots: 15

Laptops: 2

Tablets (NEW): 0

In-Person Visits (derived): 1,180

Community Room Use: 22

AV Room users: 16

Volunteer hours: 29.5

Children's Program Attendance: 147

Podcast Downloads: 88

Public Computer Sessions: 203

Reference questions: 112

Facebook

Post Reach: 3,192

Post Engagement: 691

New Page Likes: 7

New followers: 11



Fire

No report

Municipal Court

No report

Administration

City website page activity

	Page title and screen class	↓ Views	Users	Views per user
		6,914 100% of total	2,182 100% of total	3.17 Avg 0%
1	Home Page Toledo Oregon	1,322	837	1.58
2	Make a Payment Toledo Oregon	593	395	1.50
3	Job Openings Toledo Oregon	400	186	2.15
4	Meetings Toledo Oregon	292	97	3.01
5	Calendar Toledo Oregon	272	122	2.23
6	TOLEDO PUBLIC LIBRARY Toledo Oregon	269	169	1.59
7	Search Toledo Oregon	225	106	2.12
8	History of Toledo Toledo Oregon	195	168	1.16
9	Fire Department Toledo Oregon	149	112	1.33
10	Police Department Toledo Oregon	139	102	1.36

Public Works

Planning Department Permit Applications
June, 2024

New Construction Applications:

- Work in the Right-of-Way permit for utility trenches at 150 NW 5th Street
- Work in the Right-of-Way permit for driveway work at 1901/1905 SE Kauri Street
- Building permit and water/sewer connections for a new house at 536 NW Aspen Street

Land Use Applications:

- Variance to the front yard setback for new manufactured home at 122 NE 10th Street

Annual Department Statistics				
Type of Permit	June	2024	2023	2022
Building Permit	1	15	31	21



Other Permits*	3	23	38	38
Land Use Application	1	6	19	23
Truck Permit	0	15	14	14
Value of Construction Improvements	\$600,000	\$1,671,749	\$2,180,889	\$2,267,667

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

24-Jun	
Gallons produced by WTP	14,206,230
Billable	13,118,891
Fire Department usage	6,500
Public Works usage	115,061
Total gallons accounted for	13,240,452
Difference	965,778
Percent of Loss	6.70%
WWTP Gallons Treated	14,327,000