



TOLEDO CITY COUNCIL
Work Session – Electronic Meeting via Zoom meeting platform
May 27, 2020

Virtual Meeting: Due to the governor’s “Stay Home, Stay Healthy” order, the City Council will hold the meeting through the Zoom video meeting platform. The public is invited to attend the meeting electronically. E-mail lisa.figueroa@cityoftoledo.org to receive the 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 and ascertain quorum

2. Visitors/Public Comment

3. Consent Agenda

There are no items for consideration

4. Discussion and Decision Items

- Authorize Contract with Sequoia Consulting to provide guidance on COVID-19 related resources for the City of Toledo
- Strategic Investment Program Agreement presentation – Wayne Belmont, Lincoln County Counsel
- Resolution No. 1440, a resolution extending the state of emergency to June 17, 2020

5. Reports and Comments

6. Recess into Executive Session

The Toledo City Council will now meet in Executive Session, pursuant to ORS 192.660(2)(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations except to state the general subject of the session as previously announced. No final decisions may be made in Executive Session.

7. **Reconvene into Regular Meeting**
8. **Decision Items**
9. **Adjournment**

The meeting location 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.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

| | | |
|---|---------------------------|---|
|  | Meeting Date: | Agenda Topic: |
| | May 27, 2020 | Authorize Contract with Sequoia Consulting to provide guidance on COVID-19 related resources for the City of Toledo |
| Council Goal: | Agenda Type: | |
| Be fiscally responsible and maximize available revenue. | Decision Items | |
| Prepared by: | Reviewed by: | Approved by: |
| City Manager J. Richter | City Manager Judy Richter | City Manager Judy Richter |

Recommendation:

Motion to authorize City Manager Richter enter into an agreement with Sequoia Consulting for COVID-19 response and recovery fundraising services.

Background:

Sequoia Consulting (Contractor) has offered to provide services to assist staff with identifying and applying for reimbursable funding support for COVID-19 Response and Recovery. Sequoia Consulting has experience in securing funding through state and federal agencies for reimbursable costs.

A contract for services is included [Attachment A] outlining the terms of the agreement between the City and Contractor. Staff requests Council authorize City Manager Richter enter into an agreement with Sequoia Consulting for COVID-19 Response and Recovery fundraising support.

| | | |
|-----------------------|---------------------|-------------------|
| Fiscal Impact: | Fiscal Year: | GL Number: |
| N/A | 2019-2020 | N/A |

Attachment:

1. Contract for services



CONTRACT FOR SERVICES

Effective Date: May 27, 2020

- I. This is an agreement between the City of Toledo (Client) and Sequoia Consulting (Contractor).
- II. *Scope of Services:* Contractor agrees to provide the following services for Client:
 1. **Providing Fundraising Support for COVID-19 Response and Recovery. This includes, but is not limited to:**
 1. Identify reimbursable costs for State and Federal Funds.
 2. Identify funding opportunities for recovery, including State, Federal, Private and other sources.
 3. Attend relevant meetings.
 4. Write and submit grant applications.
 5. Support strategic development of city-wide recovery goals as needed to attract resources.

*To successfully accomplish this work, Client must provide Contractor with requested information and materials in a timely manner.
- III. *Compensation:* The hourly rate for this contract is \$125/hr. Client will be billed approximately every two weeks. Contractor will keep careful track of hours spent on Client business and submit a detailed invoice. Billable hours will include all activities mentioned in Section II. Time will be rounded to the nearest quarter hour. Payments must be made within two weeks of invoice. Payments not made within this time period will incur a 5% fee.
- IV. *Travel:* Any costs incurred for travel required for the work in section II above will be fully compensated to Contractor by Client. Contractor will ensure that travel costs, such as hotel, flights, and food, transportation, etc. are reasonable and fair. Contractor will submit an invoice with receipts within 14 days of end of travel. Client must submit payment for travel costs within 14 days of invoicing.
- V. *Independent Contractor:* Contractor acknowledges that services rendered under this agreement shall be performed as an independent contractor. Contractor is responsible for the payment of all federal, state and local income taxes related to

fees for service. A 1099 form will be provided by Client to Contractor for tax related purposes.

VI. *Insurance*: Contractor certifies that all person working under Contractor will carry Liability Insurance commensurate with Client’s requirements.

VII. *Confidentiality*: Both parties agree to adhere to generally accepted confidentiality practices and to provide each other with their best efforts in fulfillment of this contract. Contractor agrees not to disclose private information about the organization or its donors. “Private information” does not include information available in the public domain.

VIII. *Guarantees*: Contractor shall perform all duties requested and agreed to by both parties and shall submit work in good faith. If work includes grant proposals, Contractor does not imply or promise any guarantee that grant proposals will be funded. Payment is due even if Client does not submit proposal or receive a grant.

IX. This contract may be renegotiated by written notice with 14 days at the request of either party.

Contractor:

Client:

Signature:

Signature:

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

| | | |
|---|----------------------------|---|
|  | Meeting Date: | Agenda Topic: |
| | May 27, 2020 | Strategic Investment Program Agreement presentation |
| Council Goal: | Agenda Type: | |
| Be fiscally responsible and maximize available revenue. | Discussion and Information | |
| Prepared by: | Reviewed by: | Approved by: |
| City Attorney D. Robinson | City Manager Judy Richter | City Manager Judy Richter |

Recommendation:

Consider presentation by Lincoln County Counsel, Wayne Belmont, about the status of the SIP and the most recent draft of the SIP Agreement.

If the circumstances require, make a motion as follows:

I move to approve the Strategic Investment Program Agreement, dated May 21, 2020, and as presented before Toledo City Council.

Background:

Georgia Pacific (GP) presented to Lincoln County and the City of Toledo a proposal to use a statutory tax incentive called a Strategic Investment Program (SIP). (ORS 285C.600 et seq.). The Strategic Investment Program (SIP) offers a 15-year property tax exemption on a portion of large capital investments. The program was created in the 1990s to induce large, capital-intensive facilities to locate and grow anywhere in Oregon. SIP is available statewide for projects developed by “traded sector” businesses, such as Georgia Pacific.

The Oregon Legislative Assembly declared that a significant purpose of the strategic investment program is to improve employment in areas where eligible projects are to be located and urges business firms that will benefit from an eligible project to hire employees from the region in which the eligible project is to be located whenever practicable. (ORS 285C.603).

The project's cost must be at least \$25 million (rural areas). The SIP provides a 15-year tax exemption on project property over the applicable threshold amount while the assessed value under the threshold is taxed. The base threshold of 25% is fully taxed and the threshold value rises 3 percent per year during the exemption period. In addition, a community service fee is paid to public service providers equal to 25 percent of each year’s tax savings (subject to a \$2 million cap). (ORS 285C.623).

The SIP requires agreement of the SIP terms by GP, Lincoln County, and the City of Toledo.

| | | |
|-----------------------|---------------------|-------------------|
| Fiscal Impact: | Fiscal Year: | GL Number: |
| N/A | 2019-2020 | N/A |

Attachment:

1. SIP Agreement, dated May 21, 2020

Version for City / County Consideration

5.21.20

OREGON STRATEGIC INVESTMENT PROGRAM AGREEMENT

Lincoln County, a political subdivision of the State of Oregon (the “County”), the City of Toledo, a municipal corporation (the “City”), and Georgia-Pacific Toledo LLC, a Delaware limited liability company (“Georgia-Pacific”), hereby enter into this Strategic Investment Program (“SIP”) Agreement regarding operations at Georgia-Pacific’s mill at 1400 SE Butler Bridge Road, Toledo, Oregon and all associated parcels of land in the City of Toledo, County of Lincoln owned by Georgia-Pacific as of the date of this Agreement (the “Toledo Mill”).

RECITALS

A. Whereas, the Oregon Legislature has established the Strategic Investment Program (the “SIP”) to promote industrial competitiveness and to improve employment in the area where projects are to be located. (See ORS 307.123 and ORS 285C.600 – 285C.620.);

B. Whereas, the SIP encourages local governments to enter into agreements with trade-sector industries to attract and retain long-term investment and employment for the benefit of the people of Oregon and of the local community;

C. Whereas, Georgia-Pacific owns and operates a containerboard manufacturing facility and other associated facilities and structures at the Toledo Mill and intends to improve and maintain such operations at the Toledo Mill with a capital cost of at least \$25 million, thereby qualifying such improvement as a SIP, which the County recommends for acceptance;

D. Whereas, Georgia-Pacific, the County and the City have entered into negotiations to develop this SIP Agreement (the “Agreement”), and Georgia-Pacific will submit a final SIP application to the Oregon Business Development Department (“OBDD”) for consideration by the Oregon Business Development Commission (“OBDC”) after the parties have fulfilled their requirements under State law. It is the intent of this SIP Agreement to provide the competitive tax structure for Georgia-Pacific to engage in improving and maintaining its containerboard facilities in Oregon and to contribute to the State’s and the local community’s quality of life;

E. Whereas, the County and Georgia-Pacific have provided public information and an opportunity for public input regarding the Strategic Investment Program generally and Georgia-Pacific’s SIP application specifically, including a formal public hearing on this Agreement held on October 16, 2019; and

F. Whereas, this Agreement provides the terms and conditions under which the County agrees to recommend to the OBDC that the SIP application be approved and tax abatement

be granted for the Project, as defined below, in exchange for performance by Georgia-Pacific of the obligations herein.

AGREEMENT

Now, therefore, in consideration of the following mutual promises, the parties agree as follows:

1. **Project Definition and Scope.**

1.1. **Facility Property.** This Agreement applies to the following property of Georgia-Pacific (the “Project”):

1.1.1. Any improvement to or on the Toledo Mill land, including but not limited to buildings and structures, which are completed on or after the date of this Agreement; and

1.1.2. Real property, machinery and equipment, fixtures and personal property installed on, at or in the Toledo Mill land, buildings or structures, which are placed in service on or after the date of this Agreement.

1.2. Such property as may be constructed, expanded, modified or installed and placed in service in phases or stages at the Toledo Mill during the term of this Agreement.

1.3. Georgia-Pacific may add to or subtract from the property that constitutes the Project, consistent with Section 1.1, including but not limited to major repairs, replacements, modernization, renovations or remodeling, and shall report any such additional or subtracted property during the term of this Agreement on its annual property tax return filed with the Oregon Department of Revenue, a copy of which shall be provided to the County.

2. **SIP Exemption Period.** Consistent with ORS 307.123(2)(c):

2.1. The “SIP Exemption Period” starts with the property tax year ____ (July 1 to June 30), for which on the January 1 assessment date thereof:

2.1.1. The Project is certified for occupancy for purposes of commercial operation, has otherwise commenced commercial operation, or may no longer be exempt under ORS 307.330 and

2.1.2. The Project has a real market value equal to or exceeding \$25 million.

2.2. The “SIP Exemption Period” ends at the end of the 14th successive property tax year after the year described in Section 2.1.

2.3. As used above in this provision, “commercial operation” means that the Project is fully capable of manufacturing a product otherwise suitable for sale. Georgia-Pacific shall deliver to the County and the City a notice of commencement of commercial operation within 30 days of

commercial operation and such notice shall state the date of commencement of commercial operation.

3. **Conditions Precedent.**

The obligations of the parties as set forth herein arise solely on account of, and depend entirely upon, the following:

3.1. Georgia-Pacific's completion of development of the Project such that the Project is in continuous commercial operation throughout the term of this Agreement;

3.2. Determination by the OBDD or its designee that the Project as defined herein is eligible for the tax exemption provided in ORS 285C.606, ORS 307.123, and applicable administrative rules; and

3.3. Georgia-Pacific's ability to reduce its property tax liability on the Project under ORS 307.123.

4. **Georgia-Pacific Obligations.**

4.1. Ad Valorem Property Taxes. Subject to normal and customary procedures of property tax invoicing, payment and collection, including but not limited to rights of appeal, Georgia-Pacific shall pay property taxes as levied and imposed by the County on the assessed value of a portion of the property comprising the Project, as provided in ORS 307.123(1)(a), for which the real market value equals \$25 million in the first tax year of the SIP Exemption Period and annually increases by three percent with each subsequent year of the SIP Exemption Period. It is understood and agreed by the parties that the payment of property taxes as set in the first tax year of the SIP Exemption Period shall be a floor for property taxes paid during the Exemption Period, except as may be adjusted by destruction of property not caused by Georgia-Pacific (e.g. natural disaster). If replacement with exempt property results in property taxes less than the floor, the Community Service Fee ("CSF") shall be increased in an amount to meet the floor payment (property taxes plus increased CSF equals floor payment). The remainder of the property comprising the Project shall be exempt from *ad valorem* taxation during the period of this Agreement.

4.2. Community Service Fee ("CSF"). For each year of the SIP Exemption Period, as provided by ORS 285C.609(4)(b), Georgia-Pacific shall pay to the County a CSF, in an amount equal to the lesser of: i) \$2,500,000 or ii) **thirty-five percent (35%)** of the property taxes saved by Georgia-Pacific in the current property tax year as a result of SIP assessment and exemption under ORS 307.123. Each year, no later than January 1st of each year, the County shall provide Georgia-Pacific with a statement describing its calculations and the CSF due under this Paragraph, and Georgia-Pacific shall pay such amount to the County within 30 days of receipt of such statement. Georgia-Pacific may challenge the determination as reflected in the statement as provided in this Agreement.

4.3. First-Source Agreement. Before submitting its SIP application, Georgia-Pacific shall enter into a first-source hiring agreement with the State of Oregon, Employment Department (acting as the contact agency for local publicly funded job training providers) in substantially the form required pursuant to OAR chapter 123, division 070.

4.4. SIP Application. Georgia-Pacific shall submit a SIP application to the OBDC, which will be considered for State approval, pursuant to the execution of this Agreement and the discharge of obligations by the County described in Sections 5.1, 5.2 and 5.3.

5. **County Obligations.**

5.1. Upon execution of this Agreement, but not more than 15 days later, the Lincoln County Board of County Commissioners shall hold a public hearing and take official action at a regular or duly called special meeting by affirmative vote of a majority of its members, to request that the OBDC determine that the real and personal property constituting the Project be granted exemption from ad valorem property taxation for the SIP Exemption Period in fulfillment of ORS 285C.609.

5.2. The County shall provide Georgia-Pacific with documentation of its official action and of the public hearing conducted prior to execution of this Agreement for inclusion with the SIP application submitted to OBDD.

5.3. The County shall enter into an agreement among itself, the City and other local taxing districts, but not involving or affecting the interests of Georgia-Pacific, to govern distribution of collected CSF moneys, as required under ORS 285C.609(6).

5.4. The County shall be solely responsible for distribution of the CSF, including the payment of any portion due or payable to any other organization.

5.5. After Georgia-Pacific has discharged its duty to pay the CSF as set forth in Section 4.2, the County shall indemnify and hold Georgia-Pacific harmless from any liability or obligation arising from the CSF funds and their distribution or use.

5.6. Neither the County nor the City shall impose or request any additional requirements on Georgia-Pacific in connection with the SIP, except as expressed in this Agreement.

6. **Joint Obligations.** In addition to the other obligations set forth in this Agreement, the parties shall:

6.1. Cooperate with the OBDD/OBDC, the Department of Revenue or the Lincoln County Assessor, as necessary and appropriate to secure authorization and receipt of SIP assessment and exemption of Project property.

6.2. Coordinate with each other and initiate such steps as may, from time to time, be prudent or necessary with the Department of Revenue or the Assessor to ensure the maintenance

and effective administration of the SIP assessment and exemption throughout the term of this Agreement, including but not limited to the technical details relating to reporting requirements and the proper categorization, qualification and valuation of land, buildings, structures, support facilities, real property machinery and equipment, and personal property relative to the Project.

6.3. Provide such information and resources to one another as may be reasonably necessary to ensure proper calculation of the amounts due under this Agreement and to document compliance for purposes of this Agreement or as required by any external agency.

7. **Taxes and Incentives in General.**

7.1 Nothing herein shall govern the assessment, payment, or collection of ad valorem property taxes on the portion of real or personal property comprising the Project that is taxable as described in Section 4.1 of this Agreement or on any property not comprising the Project as defined in Section 1.

7.2. Nothing herein shall limit or restrict Georgia-Pacific from challenging the real market value or assessed value of any property, or the amount due, or the amount that would otherwise be due on Project property but for the SIP, for ad valorem property taxes, in the same manner as any other taxpayer under Oregon law.

7.3. Nothing herein shall affect Georgia-Pacific's responsibility for timely application with the Lincoln County Assessor and related requirements, in order to receive exemption on eligible property in accordance with ORS 307.330 and 307.340 and applicable administrative rules and procedural standards of the Assessor and the Department of Revenue, including but not limited to the Project, while any Georgia-Pacific facility remains under construction.

7.4. Nothing herein shall govern any other liability of Georgia-Pacific, respective to federal, state or local taxes, fees, charges or the like, or any other tax abatement or incentive available to or benefiting Georgia-Pacific, aside from the SIP exemption and the associated obligations under this Agreement, including but not limited to waivers, exemptions, discounts or actions otherwise promised by the County in addition to or as an alternative to the SIP exemption.

8. **Miscellaneous Provisions.**

8.1 **Judicial Jurisdiction and Dispute Resolution.**

8.1.1. The laws of the State of Oregon shall govern this Agreement and, subject to Section 7.2, any mediation, arbitration or trial court litigation arising out of or related to this Agreement or its breach shall be commenced and conducted in Lincoln County, Oregon, or as applicable, before the Oregon Tax Court or the Federal District Court of Oregon.

8.1.2. Subject to Section 7.2, the parties agree that any disputes among or claims against one another arising out of or related to this Agreement or its purported breach shall be subject to mediation as a condition precedent to any party having the right to commence a suit or action related to such dispute or claims in Circuit Court or other applicable judicial venue.

8.1.3. Upon a party's or parties' receipt of a demand for mediation from the other party or parties, the parties shall diligently attempt to agree in good faith upon a single, unbiased mediator, and thereupon mediation shall proceed pursuant to procedures prescribed by that mediator.

8.1.4. If the parties are unable to agree upon such mediator within ten (10) days after a party's receipt of the demand for mediation from the other party, then any party may demand mediation pursuant to the Commercial Mediation Procedures of the American Arbitration Association, and thereupon such Procedures shall govern.

8.1.5. The requirement to mediate set out in this Section 8.1 shall be specifically enforceable by any court having jurisdiction thereof.

8.1.6. Any mediation pursuant to this Section 8.1 shall be demanded within a reasonable time after the dispute or claim arises, but in no event after the applicable statute of limitations has expired.

8.1.7. The parties agree to use best efforts to avoid undue delay in proceeding with mediation hereunder, to equally split mediator expenses, and to participate diligently and in good faith in any such mediated negotiations.

8.2. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement, nor denied same, on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status.

8.3. The terms herein shall be given their normal and customary meaning, except that terms relating to the payment of property taxes and fees in lieu of taxes shall be construed consistently with the tax laws and administrative rules of the State of Oregon. No provision shall be construed against a party on the basis that the party drafted the provision.

8.4. Georgia-Pacific may assign this Agreement to a third party or parties at any time upon written notice to the County. Georgia-Pacific may freely assign this Agreement to any affiliate, subsidiary, or other entity which controls Georgia-Pacific, is controlled by Georgia-Pacific, or is under common control with Georgia-Pacific, or to a successor entity resulting from the reorganization, merger or consolidation of Georgia-Pacific. Any assignees or successors of Georgia-Pacific will be bound by the terms and conditions set forth in this Agreement, which shall run with the land, and the terms and conditions set forth in municipal permits and entitlements for the Project. This Agreement shall be recorded in the deed records of Lincoln County.

8.5. Failure to make payment in full of the CSF by the due date shall result in interest being charged on the past due balance in the same amount as is provided by Oregon law for late payment of ad valorem property taxes.

8.6. At the discretion of Lincoln County and in accordance with Oregon law, in the event of an overpayment of the CSF the County shall either issue an overpayment refund check or return the incorrect payment and request that Georgia-Pacific reissue payment in the correct amount. In the event of returned payment, the Assessor shall establish a schedule for payment.

8.7. If Georgia-Pacific fails to pay the CSF by the end of the property tax year in which it is due, the tax exemption for the Project shall be revoked and the property shall be fully taxable for the following tax year and for each subsequent tax year for which the CSF remains unpaid. If an unpaid CSF is paid after the exemption is revoked, the property shall again be eligible for the exemption, beginning with the tax year after the payment is made. Reinstatement of the exemption shall not extend the 15-year exemption period.

8.8. Georgia-Pacific shall not be required to pay the CSF for any year that it fully pays ad valorem property taxes as duly levied and imposed on the entire assessed value of the Project, due to suspension, cancellation or disqualification of the SIP property tax exemption or at the discretion of Georgia-Pacific.

8.7. Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed properly given when personally delivered to the person set forth or when sent by nationally recognized overnight courier or by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follow:

| | |
|-----------------|--|
| Georgia-Pacific | Georgia-Pacific Toledo LLC ATTN: Tax Department 133 Peachtree Street – 23 rd Floor Atlanta, GA 30303 |
|-----------------|--|

| | |
|----------------|-------------------------|
| Lincoln County | _____ _____ _____ |
|----------------|-------------------------|

| | |
|----------------|-------------------------|
| City of Toledo | _____ _____ _____ |
|----------------|-------------------------|

9. **Term of Agreement.**

This Agreement shall commence on the date of execution and shall expire on the latter of June 30 of the final property tax year of the SIP Exemption Period or upon completion of the obligations of the parties.

10. **Changes of Law.**

The parties acknowledge here, due to the length of the Agreement’s term, that federal or state laws and regulations, including the statutes and administrative rules relating to SIP and ad valorem property taxation, may be enacted, repealed, amended or substantially affected by court cases, and that such legal changes may materially alter the authority, rights or responsibilities of the parties or the benefits anticipated under this Agreement, prior to its expiration. No party shall be liable to the other for damages or costs directly or indirectly resulting from such legal changes. The parties shall negotiate in good faith amendments that conform to such legal changes while, to the extent feasible, retaining the essential features and relative benefits under this Agreement. If the parties are unable to come to terms within 30 days, the parties shall utilize and adhere to the procedures in Section 8.1.

11. **Merger.**

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE AGREEMENT AMONG THE PARTIES WITH RESPECT TO THIS MATTER, WHICH IS HEREIN SPECIFICALLY LIMITED TO THE STRATEGIC INVESTMENT PROGRAM (“SIP”) AND PROPERTY TAX ABATEMENT FOR THE PROJECT FOLLOWING AND APART FROM THE EXEMPTION UNDER ORS 307.330 (PRIOR TO COMMENCEMENT OF THE SIP EXEMPTION PERIOD PROJECT), AND IT SUPERSEDES ALL PRIOR AGREEMENTS AND PROPOSALS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION AMONG THE PARTIES ON THIS MATTER. NO WAIVER, MODIFICATION, AMENDMENT OR OTHER CHANGE RESPECTIVE TO THE COVENANTS, OBLIGATIONS AND OTHER SUCH PROVISIONS OF THIS AGREEMENT SHALL BE BINDING ON ANY PARTY, EXCEPT AS A WRITTEN ADDENDUM, SIGNED BY AUTHORIZED AGENTS OF ALL PARTIES.

DATED this ____ day of _____, 2019

GEORGIA-PACIFIC TOLEDO LLC

BOARD OF COUNTY COMMISSIONERS
FOR LINCOLN COUNTY, OREGON

By:

By:

[Name]
[Title]

Kaety Jacobson, Chair
Board of County Commissioners

CITY OF TOLEDO

By:

Rod Cross
Mayor

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

| | | |
|--|---------------------------|--|
|  | Meeting Date: | Agenda Topic: |
| | May 6, 2020 | Resolution No. 1440, Extending the state of emergency to June 17, 2020 |
| Council Goal: | Agenda Type: | |
| Maintain and enhance characteristics that assure Toledo is a good place to be. | Decision Items | |
| Prepared by: | Reviewed by: | Approved by: |
| City Recorder L. Figueroa | City Manager Judy Richter | City Manager Judy Richter |

Recommendation:

Motion to approve Resolution No. 1440, a resolution of the Toledo City Council extending the state of emergency to June 17, 2020.

Background:

Following a declaration of state of emergency issued by the Governor of the State of Oregon and the Lincoln County Board of Commission; City Manager Richter declared a state of emergency, which was adopted by resolution by the City Council.

The State of Oregon is currently under re-opening phases as outlined by the Governor and the current state of emergency for the City of Toledo will expire on May 31, 2020. Emergency Program Director/City Manager Richter wishes to extend the state of emergency to June 17, 2020.

| | | |
|-----------------------|---------------------|-------------------|
| Fiscal Impact: | Fiscal Year: | GL Number: |
| N/A | 2019-2020 | N/A |

Attachment:

1. Resolution No. 1440

**CITY OF TOLEDO
RESOLUTION NO. 1440**

A RESOLUTION OF THE TOLEDO CITY COUNCIL EXTENDING THE STATE OF EMERGENCY

WHEREAS, ORS 401.309 and Toledo Municipal Code (TMC) 2.40.050 provides authority for The City of Toledo to declare a state of emergency; and

WHEREAS, the Governor of the State of Oregon declared a state-wide state of emergency; and

WHEREAS, Lincoln County, Oregon declared a state of emergency; and

WHEREAS, the provisions of ORS 401.165 to 401.236 supersede the provisions of a local resolution to declare a local state of emergency when the Governor declares a state of emergency within any area in which such an ordinance or resolution applies; and

WHEREAS, the Emergency Program Director declared a state of emergency on March 18, 2020, which expired on April 30, 2020, extended to May 31, 2020 by Council vote; and

WHEREAS, the Emergency Program Director will extend the state of emergency to June 17, 2020; and

WHEREAS, the City Council agrees with the Emergency Program Director's declaration.

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

Section 1. The Emergency Program Director's declaration, dated April 22, 2020, declaring a local state of emergency on the City of Toledo as a result of the COVID-19 pandemic, attached hereto as Exhibit 1, is hereby extended to June 17, 2020.

Section 2. The City Council identifies the following specific emergency powers for the duration of the emergency period set forth in the declaration:

- (a) All non-essential city commissions, committees, task forces and city sponsored events are cancelled during the state of emergency;
- (b) At the discretion of the Council, City Council Meetings may be cancelled, rescheduled, or nonessential agenda items removed and rescheduled;
- (c) Encourages citizens to wear a mask and observe social distancing measures when in public;
- (d) Refrain from outdoor burning during this period.

This Resolution shall be effective upon passage by the City Council this 27th day of May, 2020.

APPROVED:

Mayor Rod Cross

ATTEST:

City Recorder Lisa Figueroa



**EXHIBIT 1 TO RESOLUTION NO. 1436
DECLARATION OF A LOCAL STATE OF EMERGENCY IN
THE CITY OF TOLEDO AS A RESULT OF CORONAVIRUS
(COVID-19) PANDEMIC**

The Emergency Program Director, as designated in Toledo Municipal Code Chapter 2.40 finds that:

- A. The following conditions exist that require the need to declare a local state of emergency:
1. The nature of the emergency is a world-wide pandemic caused by the Coronavirus (COVID-19). It was declared a pandemic by the World Health Organization March 11, 2020. Oregon announced its first presumptive case of Coronavirus (COVID-19) on February 28, 2020. Through March 17, 2020 there were 66 confirmed cases of Coronavirus (COVID-19) in Oregon. The Governor of the State of Oregon and the Lincoln County Commissioners declared states of emergency (Executive Order 20-03, Lincoln County Resolution #20-18-3A). State of Oregon Executive Orders have prohibited gatherings of more than 25 people, ordered the closure of bars and restaurants dine-in service (Executive Order 20-07), and ordered that schools be closed through the end of the school year.
 2. The designated geographical boundaries of the area subject to the emergency controls is the City Limits of Toledo.
 3. The duration of time during which the area so designated shall remain an emergency area is **June 17, 2020**. This duration may be extended in two-week increments so long as the emergency continues to pose an ongoing, immediate, and substantial threat to life, safety, health, or property in the City of Toledo.
 4. Special regulations imposed as a result of the state of emergency are as follows:
 - **Toledo City Hall:** Public contact/communication is limited; in-person services provided electronically or by appointment
 - **Toledo Fire Department:** Closed to the public
 - **Toledo Library:** Closed to the public and in-person services have been suspended
 - **Toledo Police Department:** Public contact/communication is limited to front lobby phone, no fingerprinting and no notary services

B. The ratification by the Council may also authorize additional specific emergency powers for the duration of the emergency period set forth in the declaration.

Judy Richter, City Manager, Emergency Program Director

May 27, 2020

Date

Declaration of State of Emergency by Emergency Program Director May 27, 2020