



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

TOLEDO CITY COUNCIL
Regular Meeting – Via Zoom Meeting Platform
September 2, 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 roll call**
2. **Presentations**
 - Proclamation – National Preparedness Month
 - Employees of the Year – Police Department
 - Service Line Warranty program – Dennis Lyon; HomeServe
3. **Visitors/Public Comment**

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

Minutes from the Regular Meeting held August 19, 2020
5. **Discussion Items**
 - **Committee updates**
6. **Decision Items**
 - Public Hearing: Consideration to renew a Temporary Use Permit; TTP-1-20 (500 NE Bus. Highway 20)
 - Authorize the expenditure of \$40,000 to install 465’ Cured-In-Place Pipe Liner in the Wastewater mainline on Nye Street
 - Authorize expenditure of \$64,000 for engineering services for the replacement of the Wastewater Treatment Plant effluent discharge line
 - Resolution No. 1451, Extending the state of emergency declaration to November 4, 2020
7. **Reports and Comments**
8. **Adjournment**

Comments submitted in advance are preferable. Comments may be submitted by phone at 541-336-2247 extension 2060 or 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. Page 1



City of Toledo PROCLAMATION

National Preparedness Month September 2020

WHEREAS, each September is recognized as National Preparedness Month and this year's theme is "Disasters Don't Wait. Make Your Plan Today". It is an opportunity for every resident of Toledo to prepare their homes and businesses for any type of emergency including natural disasters; and

WHEREAS, by investing in the preparedness of our citizens, families and our businesses, communities can reduce fatalities and economic devastation in our communities and in our nation; and

WHEREAS, the Federal Emergency Management Agency's Ready Campaign, and other federal, state, local, tribal, and volunteer agencies are working to increase public activities in preparing for emergencies and to educate individuals on how to take action; and

WHEREAS, emergency preparedness is the responsibility of every community member in Toledo to ensure that individuals, families, and businesses are prepared for disasters and emergencies of any type; and

WHEREAS, all citizens are encouraged to make preparedness a priority, develop preparedness kits, participate in citizen preparedness activities and asked to visit the websites of the Ready campaign at Ready.gov and the City of Toledo to become more prepared.

NOW THEREFORE, I, Mayor Cross do hereby proclaim *September* as

National Preparedness Month

and encourage all citizens and businesses to develop their own emergency preparedness plan, and work together toward creating a more prepared community.

Mayor Rod Cross

September 2, 2020

Date

NLC Service Line Warranty Program Highlights

- The only utility line warranty program endorsed by the National League of Cities (NLC)
- Endorsed by multiple state leagues
- Over 500 municipalities participating nationwide
- No cost to or liability for the city to participate
- Ongoing revenue stream for city
- Educates homeowners about their lateral line responsibilities
- Utility Service Partners (USP) handles all marketing and management of the program
- 24/7/365 bilingual customer service
- All repairs performed to city code by local, licensed contractors
- Reduces calls from residents to City Hall for lateral water and sewer line issues
- Homeowner billed by NLC Service Line Warranty Program
- Provides residents an affordable solution that covers cost of repairs to water and sewer lines for which the homeowner is responsible
- No public funds are used in the marketing, distribution or administration of the NLC Service Line Warranty Program
- The NLC Service Line Warranty Program must be supported by the city into which it is being introduced before any warranty offer letters are mailed to homeowners in the community

PARTICIPATING CITIES (SAMPLE OF OVER 500)

Phoenix, AZ	Ottawa, KS	Independence, MO
Tucson, AZ	Elsmere, KY	Las Vegas, NV
San Diego, CA	Baltimore, MD	Dayton, OH
San Angelo, TX	Beverly Hills, MI	Tulsa, OK

NLC SERVICE LINE WARRANTY PROGRAM BENEFITS

CITY

Provides non-tax revenue stream without any investment

Reduces calls to City/Public Works when a homeowner's line fails

Contractors undergo rigorous vetting process to ensure quality service

Reduces costs associated with sending Public Works to residents' homes to assess lateral line issues

Keeps money in the local economy by using contractors in the metro area

Contractors must be current with insurance and required licenses

RESIDENTS

Affordable utility line repair solution for families on a budget

Educates homeowners about their service line responsibilities

Prevents aggravation of having to find a reliable, reputable plumber

Peace of mind - with one toll-free call a reputable plumber is dispatched

Keeps money in the homeowner's pocket; without warranty, repairs cost from hundreds to thousands of dollars

No service fees or deductibles and no paperwork or forms to complete

ACCOLADES & ACCOMPLISHMENTS



- The **only** utility line warranty program endorsed by the National League of Cities
- Over **1.3 million repairs** performed over the last three years saving customers over **\$454 million**
- A customer satisfaction rating of **4.7 out of 5 stars***
- **Accredited by the Better Business Bureau with A+ rating**

* Average repair service rating from customers surveyed via text message and email post service from October 2018 - February 2019

Learn more about the program at www.utilitysp.net or call 1-866-974-4801.

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into as of [_____, 20__] (“**Effective Date**”), by and between the City of Toledo, Oregon (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”.

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City (“**Property Owner**”); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. City Obligations.

A. Grant of License. City hereby grants to Company a non-exclusive license (“**License**”) to use City's name and logo or other branding (“**Marks**”), on letters, bills and marketing materials to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. City agrees that it will not extend a similar license to any competitor of Company during the Term (as defined in Section 3 below).

B. Property Owner Data. If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the

Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as “**Property Owner Data**”. Property Owners Data shall be and remain City’s property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations (“**Applicable Laws**”); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member (“**Member**”) and, following such purchase, all data in Company’s control or possession relating to Members is Company’s property.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A (“**License Fee**”) during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

7. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Judy Richter
City of Toledo
PO Box 220
Toledo, OR 97391
Email: judy.richter@cityoftoledo.org
Phone: (541) 336-2247

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Oregon, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF TOLEDO

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of Toledo
Term Sheet
August 26, 2020

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

A. City logo and name on letterhead, advertising, signature line, billing, and marketing materials.

III. Products.

A. External water service line plan (initially, \$5.75 per month)

B. External sewer/septic line plan (initially, \$7.75 per month)

C. Interior plumbing and drainage plan (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing. Pricing does not include taxes.

IV. Scope of Coverage.

A. External water service line plan:

- Property Owner responsibility: From the meter to the external wall of the home.
- Covers thawing of frozen external water lines.
- Covers well service lines if applicable.

B. External sewer/septic line plan:

- Property Owner responsibility: From the external wall of the home to the main.
- Covers septic lines if applicable.

C. Interior plumbing and drainage plan:

- Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage plan Product via in-bound channels only.

MARKETING AGREEMENT

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WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

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hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

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ATTN: Judy Richter
City of Toledo
PO Box 220
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Email: judy.richter@cityoftoledo.org
Phone: (541) 336-2247

To: Company:
ATTN: Chief Sales Officer
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Phone: (866) 974-4801

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CITY OF TOLEDO

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of Toledo
Term Sheet
August 26, 2020

I. Initial Term. Three years

II. License Conditions.

City logo and name on letterhead, advertising, signature line, billing, and marketing materials.

III. Products. In exchange for the license conditions above, Company will offer the following discounted rates to Property Owners:

A. External water service line plan (initially, \$5.25 per month)

B. External sewer/septic line plan (initially, \$7.25 per month)

C. Interior plumbing and drainage plan (initially, \$9.49 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing. Pricing does not include taxes.

IV. Scope of Coverage.

A. External water service line plan:

- Property Owner responsibility: From the meter to the external wall of the home.
- Covers thawing of frozen external water lines.
- Covers well service lines if applicable.

B. External sewer/septic line plan:

- Property Owner responsibility: From the external wall of the home to the main.
- Covers septic lines if applicable.

C. Interior plumbing and drainage plan:

- Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage plan Product via in-bound channels only.

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**TOLEDO CITY COUNCIL
REGULAR MEETING**

August 19, 2020

6:00 p.m.

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1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:03 p.m.

Present	Absent	
<u>X</u>		<u>Mayor Rod Cross</u>
	<u>X</u>	<u>Council President Joshua Smith</u>
<u>X</u>		<u>Councilor Jackie Kauffman</u>
	<u>X</u>	<u>Councilor Heather Jukich</u>
	<u>X</u>	<u>Councilor Bill Dalbey</u>
<u>X</u>		<u>Councilor Stu Strom</u>
<u>X</u>		<u>Councilor Betty Kamikawa</u>

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Staff present: City Manager (CM) Judy Richter, City Recorder (CR) Lisa Figueroa, Police Chief (PC) Michael Pace, Public Works Director (PWD) Bill Zuspan, Fire Chief (FC) Larry Robeson, City Attorney (CA) David Robinson, Library Director (LD) Deborah Trusty, Dispatch Supervisor Cassie Griffith

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Visitors present: Nancy Bryant, Craig Lash, Kathy Crane

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2. PRESENTATIONS

PC Pace provided background information on the Police Department and its responsibilities. He said he is a member of the International Association of Chiefs of Police as well as the Oregon Association of Chiefs of Police. He noted the Police Department has received accreditation from the Oregon Accreditation Alliance, which is recertified every three years. He indicated the Department is involved in four different types of training: Specialized, Maintenance, Accreditation and random training. He highlighted each of the trainings and explained how the department meets industry standards. There was discussion in regards to mental health resources available to the public.

CP Smith arrived at 6:16 p.m.

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3. VISITORS/PUBLIC COMMENT

There were no comments.

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4. CONSENT AGENDA

Consider approval of Minutes from the Work Session held June 24, 2020, the Executive Session held July 1, 2020 the Regular Meetings held July 1, 2020, July 15, 2020 and the Work Session held July 22, 2020

CP Smith noted the July 22, 2020 minutes have varying vote tallies and asked CR Figueroa to confirm the votes and then bring back to the Council for review.

1 **Motion** – It was moved and seconded (Smith/Kamikawa) to approve the consent agenda, which
2 included Minutes from the Work Session held June 24, 2020, the Executive Session held July 1,
3 2020 the Regular Meetings held July 1, 2020, July 15, 2020 and the motion carried unanimously.
4

5 **5. DISCUSSION ITEMS**

6 Mayor Cross informed the Council he attended the Planning Commission meeting and provided
7 them directives based on the Council discussion. He said he also tasked them to evaluate state rules
8 to develop options to incentivize properties along the Olalla Slough to annex into the City.
9

10 **6. DECISION ITEMS**

11 **Interview and consider appointment to the Planning Commission**

12 The Council interviewed applicant Terri Neimann for a Planning Commission vacancy.
13

14 **Motion** – It was moved and seconded (Smith/Kauffman) to suspend Council rules and appoint
15 Terri Neimann to the Planning Commission and the motion carried unanimously.
16

17 **Authorize purchase for two dispatch workstations**

18 PC Pace provided the Council report and indicated the current dispatch stations were installed 20
19 years ago. He said ergonomics have changed, the new workstations have a 10-year warranty and
20 can accommodate differing sitting and standing heights. He said some of the requested cost would
21 include installation as well. The Council inquired whether the workstations could be relocated to
22 the new public safety building and PC Pace responded yes. The Council questioned whether
23 dispatch operations would continue during installation. PC Pace replied they have several options
24 available such as temporarily relocating to the conference room or outsource the dispatch
25 operations to Lincoln City and/or Willamette Valley Communications Center.
26

27 **Motion** – It was moved and seconded (Smith/Strom) to authorize purchase and installation up to
28 \$33,000 for the purchase of dispatch workstations and the motion carried unanimously.
29

30 **Approve expenditure of \$40,000 from City Council Strategic Reserve for Small Business
31 Grants**

32 CM Richter summarized the Council report and noted the packet included sample documents that
33 are used by the City of Newport. She indicated because the City wants to be reimbursed by the
34 Coronavirus Relief Fund, the City cannot offset delinquent water bills. She reviewed the questions
35 included in the Council report. The Council reviewed the questions and a consensus agreed to the
36 following criteria:

- 37 • The Contribution Committee serve as the review Committee
- 38 • Business size is up to 20 employees
- 39 • Maximum \$2,500 allocation
- 40 • September 15, 2020 is the deadline to apply
- 41 • Business must be based within Toledo city limits
- 42 • Include for-profit and non-profit (501c(3)) businesses
- 43 • Will not include residential/commercial landlords
- 44 • Must have current business license
- 45 • Use a point system
- 46

1 The Council directed staff to contact the Contribution Committee to see if they want to serve as
2 the review committee, update the criteria and forms and bring it back to the next meeting for final
3 review.

4
5 **Approval of Non-represented Salary Schedule**

6 CM Richter provided the report and reviewed two issues within the pay equity study, which relate
7 to the Police and Public Works Maintenance Division. She indicated the market study was not able
8 to provide any input in regards to the Assistant Library Director. She indicated she would resolve
9 the library wage scales, which would apply to the non-represented positions. She answered
10 clarification questions. It was noted step 41-1 had an extra number and CM Richter stated she
11 would correct that error.

12
13 **Motion** – It was moved and seconded (Smith/Strom) to approve the Non-represented Salary
14 Schedule as presented effective July 1, 2020 and it carried unanimously.

15
16 **7. REPORTS AND COMMENTS**

17 PWD Zuspan reported the effluent line from the Wastewater Treatment Plant is in need of repair
18 and staff will bring more information to the Council in a future meeting. There was discussion in
19 regards to where this project would fit into the City’s priority list and if it could be included in the
20 Mutual Agreement & Order.

21
22 FC Robeson provided a department report and said they have several volunteers in the Firefighters
23 Academy and have helped Siletz in several [mutual aid] calls.

24
25 LD Trusty said the Summer Reading Program has over 90 participants in spite of the pandemic
26 restrictions. She said they are giving away science packets, which were provided by the Library
27 Districts and curbside service is very popular. She commented they are accepting school supplies
28 for the City’s school supply drive too.

29
30 PC Pace indicated the Police Department received a box of supplies for the school supply drive.
31 He said the Department will conduct a pedestrian safety enforcement grant program in the
32 upcoming weeks. There was discussion in regards to French Avenue and whether it could be
33 converted to a one-way or right-turn only street.

34
35 CM Richter indicated the National Endowment for the Arts grant has been submitted, but the
36 awards will not be announced until next year. She said Sequoia Consulting will now focus on the
37 Main Street program.

38
39 CA Robinson updated the Council about the sale of the Cell Tower and said he is still in
40 negotiations with American Tower and will provide an update in the future.

41
42 Councilor Strom indicated he provided a copy of a mailing from Curry County, where they
43 implemented a registration policy for all pieces of property. He indicated the program requires a
44 \$120 fee. He said he was in contact with citizens who want to place benches in Town and it was
45 suggested to replace the benches at Rock Park at the end of Main Street. He commented on a small
46 house in construction on Graham Street.

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Councilor Kamikawa commented on the status of Rock Park and said the stairs are in need of repair and the rest of the park needs some light maintenance.

Mayor Cross said he had a meeting with the Small Business Development Center, who said there is a lack of gloves and testing supplies. He commented on the unequal allocation of relief funds to the rural communities from the state.

8. ADJOURNMENT

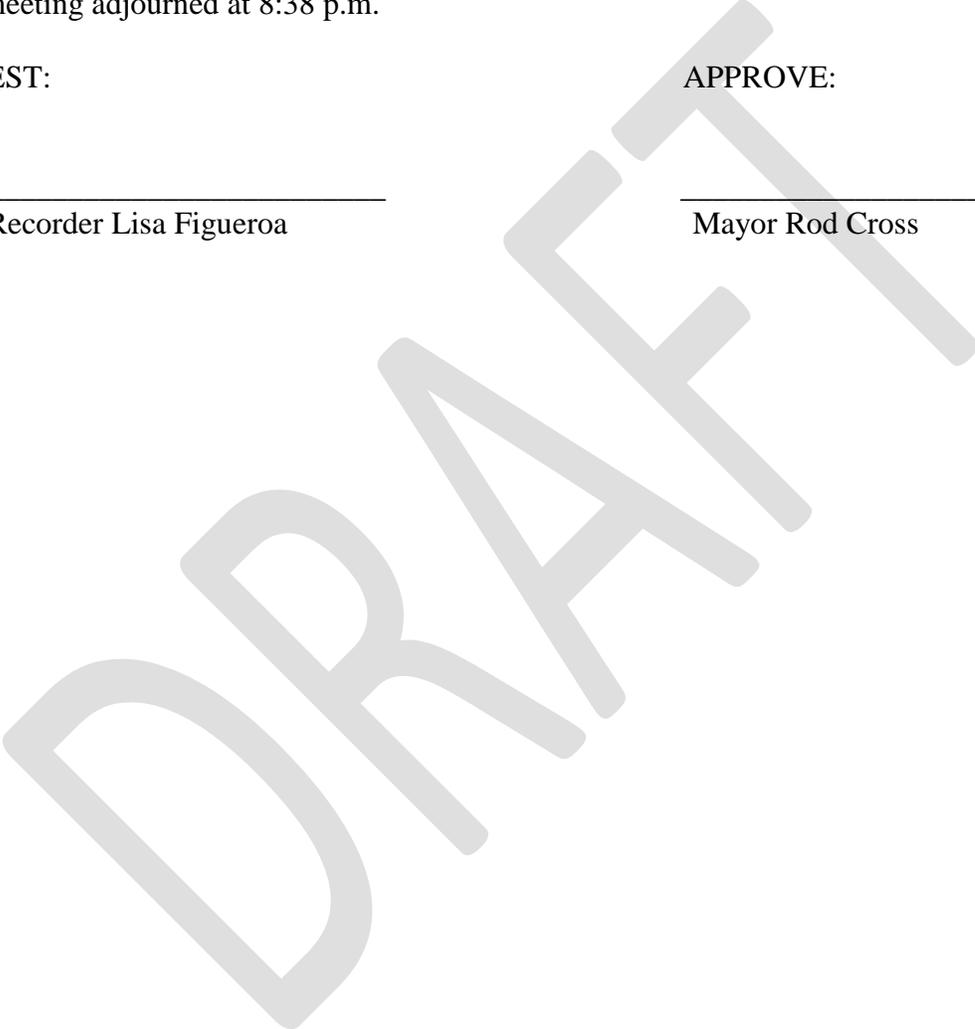
The meeting adjourned at 8:38 p.m.

ATTEST:

APPROVE:

City Recorder Lisa Figueroa

Mayor Rod Cross



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	September 2, 2020	Public Hearing: Consideration to renew a Temporary Use Permit; TTP-1-20 (500 NE Bus. Highway 20)
Council Goal:	Agenda Type:	
Not applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Justin Peterson, Planner	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

After reviewing the application and hearing all public comments, Council should make a motion to either 1) approve the request to extend the deadline for Temporary Use Permit #TTP-1-20 for up to six months or 2) deny the request to extend the deadline for Temporary Use Permit #TTP-1-20.

Background:

Sharon and Shawn Mohl and Daniel Muir have requested an extension of the Temporary Use Permit approved by Staff on January 22, 2020. The permit allowed the placement of the Sharon and Shawn Mohl’s recreational vehicle (RV) to be allowed for temporary housing at 500 NE Bus. Hwy 20, in order for Sharon and Shawn Mohl to complete minor construction and security service to the commercial buildings on-site. In accordance with Toledo Municipal Code (TMC) 8.08.070 staff reviewed and approved the request for use of the RV as a temporary residence, which expired on July 22, 2020 (see 2020 Application and Approval Letter). On July 21, 2020, staff sent notice to both Sharon and Shawn Mohl, and Mr. Muir notifying them of the deadline date and requirement to remove the RV or obtain a renewal permit.

FACTS:

1. On July 30, 2020, Sharon and Shawn Muhl, and Mr. Muir submitted an application and application fee of \$150 to renew the deadline date on TTP-1-20 (see 2020 Renewal Application).
2. The RV is located at 500 NE Bus. Hwy 20, adjacent to the commercial building on-site. The site (Assessor’s Map No. 11-10-08 CD Tax Lot 2700) contains a commercial building and parking area. The property is located in the Commercial (C) Zone and surrounded by the Commercial Zone to the south and Residential General (RG) Zone to the north, west, and east. Commercial Buildings and Business Highway 20 border the site. The nearest residential homes are to the northwest approximately 100 feet and to the southeast approximately 300 feet.
3. As required in TMC 8.08.100, notification to seven surrounding property owners were mailed August 17, 2020, and provided a 15 day comment period before the public meeting. As of August 26, 2020, no comments were received.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

4. Toledo Fire Chief, Police Chief, and Public Works Director reviewed the request. The Toledo Fire comments stated: "Please have a working fire extinguisher and be careful with extension cords". During the original department review, the Public Works Director requested, "No sewer connections without inspection. No dumping into sewer manholes or connection." No other comments or conditions were noted for the request.
5. The applicant has indicated that the RV has water, sewer, and electrical services and has proper access to the unit. He stated that the RV is self-contained and in good shape.
6. TMC 8.08.100 establishes the standards to renew a temporary use permit. If the applicant can show that a permanent solution will be forthcoming, the applicant may apply to the City Council for one renewal. The applicant is only allowed to apply for one renewal. The City Council can determine the length of time for the extension, for a maximum of six months. (see TMC Chapter 8.08)
7. The temporary trailer permit can be revoked on twenty-four hour notice by the City if the structure: 1) lacks sanitary facilities, 2) is dangerous to public health and safety, 3) has become a public nuisance due to conditions, location, or use, 4) noncompliance with the above conditions, or 5) fraud or misrepresentation has occurred.

ALTERNATIVES: The City Council has the option of 1) approving the extension request (with or without conditions of approval) for six additional months, not to exceed January 22, 2021) approving the request (with or without conditions of approval) for any period of time less than six months, or 3) deny the extension request.

Fiscal Impact:	Fiscal Year:	GL Number:
N/A	2020-2021	N/A

Attachments:

1. Temporary Use Permit Application (dated January 5, 2020)
2. Permit #TTP-1-20 Approval Letter (dated January 22, 2020)
3. Temporary Use Permit Renewal Application (dated July 24, 2020, paid July 30, 2020)
4. TMC Chapter 8.08 – Temporary Uses, Temporary Structures, and Recreational Vehicles
5. City Council Temporary Use Permit Extension- Public Hearing Procedures

\$75.00

CITY OF TOLEDO
TEMPORARY USE PERMIT APPLICATION

Applicant: Sharon, Shawn Mohl
Mailing Address: 500 NE business Hwy 20
Toledo Oregon 97391

Date: 1/5/2020
Telephone: 546-992-7722

Property Owner (if different): Daniel Muir
Mailing Address: Veneta Or. 97487

Telephone: _____

Property Location: 500 NE bus. Hwy 20 Toledo or
Assessor Map/Tax Lot: _____

Parcel Size: _____
Zone Designation: _____

Type of Application:

- Special Event Structure for holiday or festival use
- Temporary Living Quarters for RV residence
- Temporary Structure for conducting business

Does the property have:

- | | | |
|--------------------|---|-----------------------------|
| City Sewer | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| City Water | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| Electrical Service | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| Proper Access | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |

Does this constitute applicant's entire contiguous ownership? yes no

Have you had a Temporary Use Permit within the past 3 years? yes no

List structures existing on entire contiguous ownership: Commercial building, shed, Empty building

Length of time this request is being made: 6 months

For what reason do you request a Temporary Use Permit? Security, minor construction

What alternative have been considered for resolving the current temporary housing needs? _____

PAID

JAN - 6 2020

CITY OF TOLEDO

Temporary Use Permit Application Fee = \$75.00

I understand that this is a City of Toledo staff-level decision and I certify, to the best of my knowledge, all information contained in this application is accurate. My signature below shows that I have discussed this application with the City Manager or designee or I have reviewed Toledo Municipal Code 8.08 (Ordinance 1310) and I am fully aware of my responsibilities as the applicant.

I understand that there may be limitation and conditions attached to the granting of this permit and I agree to abide by such limitations and conditions.

I understand this permit can be revoked if the use is found to violate conditions set forth in this permit or violates criteria in Toledo Municipal Code 8.08.

Sharon Mohl, Shawn Mohl
Applicant(s) Signature

1/5/2020
Date

Don Min
Property Owner (if different)

1/5/2020
Date

A site plan must be submitted identifying the property dimensions and following information:

- Location of temporary structure
 - Existing buildings
 - Access
 - Additional structures or amenities for the use
 - Parking for both temporary and existing structures
 - Utilities
- For Commercial Uses (in addition to the above information):
- Trash receptacles
 - Attach building elevations or photo of temporary structure
 - New and existing signs
 - Location of sanitation facilities



Date Rec'd 1/6/20 Rec'd By ai Fee Paid \$75.00 Application No: TTP-1-20 Zone Designation: C

TEMPORARY USE PERMIT CHECKLIST
DEPARTMENT REVIEW

Please review this request and make any comments you feel appropriate to the situation. When completed, sign and return to the CDC. Thanks!

Public Works: Approved: Not Approved:
Comments: NO sewer connections without inspection
NO Dumping into sewer Manholes or Connection
Bill Gou Public Works Director Date 1-15-20

Fire Department: Approved: Not Approved:
Comments: _____
Dana Damm Fire Chief Date 1-9-2020

Police Department: Approved: Not Approved:
Comments: _____
M. Rice Police Chief Date 1/20/20

Planning Department: Approved: Not Approved:
Does the proposed use involve a conditional use permit? yes no
Comments: _____
Justin Peterson - Contract Planner Community Development Coordinator Date 1/22/20

Approved with the following conditions: _____

 Not approved. Reasons: _____

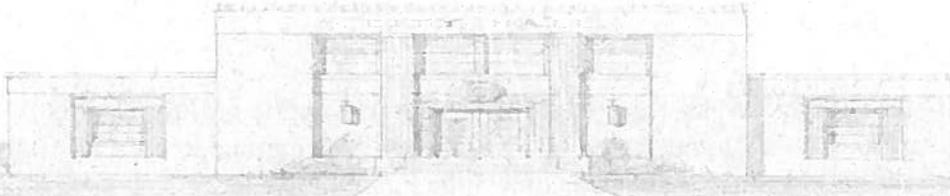
Map



Lincoln County government use only. Use for any other purpose is entirely at the risk of the user. This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users should review the primary information sources to ascertain their usability. Printed 01/06/2020

mailed 1/22/20

CITY OF TOLEDO



Architect rendering, 1938

January 22, 2020

Sharon and Shawn Mohl
500 NE Hwy 20
Toledo, OR 97391

and

Daniel Muir
PO Box 652
Veneta, OR 97487

RE: Temporary Trailer Permit (TTP-1-20)
500 NE Bus. Hwy 20, Toledo OR
Lincoln County Assessors Map No. 11-10-8 CD Tax Lot 2700

Your request for a recreational vehicle for use as a temporary residence has been approved for six months, subject to the following conditions:

1. The permit must be in conjunction with a valid, active building permit, security dwelling, or for a proven medical hardship.
2. The time limit shall be no longer than six months from issuance. After the expiration of the time limit, the recreational vehicle (RV) used for the temporary living quarter is subject to renewal provisions in Section 8.08.100.
3. The RV used as the temporary living quarter must be self-contained for sanitary sewer. No sewer connections without inspection. No dumping into sewer manholes or connection.
4. Any facility used for temporary living quarter must meet the definition of a RV as contained in TMC Chapter 8.08.
5. Temporary living situations for nonresidential projects shall not use a job shack or other such structure instead of an RV as the living quarter.
6. Post the enclosed approval notice in a street-side window of the RV.

Toledo Municipal Code (TMC) 8.08 allows special housing needs to be met by a recreational vehicle only under extraordinary situations. TMC 8.08.010(A) allows temporary use of an RV in conjunction with on-site construction, only if a building permit has been issued for such construction and the permit is active; as a security dwelling; or for a proven medical hardship.

The temporary trailer permit can be revoked on twenty-four hour notice by the City if the structure: 1) lacks sanitary facilities, 2) is dangerous to public health and safety, 3) has become a public nuisance due to conditions, location, or use, 4) noncompliance with the above conditions,

or 5) fraud or misrepresentation has occurred. This permit will expire on July 22, 2020. You have the right to apply for a six month renewal, which must be submitted to the City Council and a public hearing will be scheduled. You can contact the Planning Department before June 29, 2020, to discuss the renewal process and allowing sufficient time to schedule a City Council public hearing.

If you have any questions concerning this decision, please call me at 541-336-2247 extension 2130.

Sincerely,

A handwritten signature in cursive script, appearing to read "Arlene Inukai".

Arlene Inukai
Planning Assistant

enc: Approval Notice
Approved TTP-1-19 Application

cc: Toledo Police Department (w/o enclosure)

Title 8 HEALTH AND SAFETY

(Ord. 1113 § 3 (part), 1980; Ord. 1014 (part), 1977; Ord. 820 § 25, 1966)

8.04.250 Violation—Penalty.

- A. Violation of this chapter will constitute a Class A infraction.
- B. The abatement of a nuisance is not a penalty for violating this chapter, but is an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate a nuisance.

(Ord. 1244 § 6, 1996; Ord. 1113 § 3 (part), 1980; Ord. 1014 (part), 1977; Ord. 820 § 27(2), 1966)

Chapter 8.08 TEMPORARY USES, TEMPORARY STRUCTURES, AND RECREATIONAL VEHICLES

Sections:

[8.08.010 Purpose.](#)

[8.08.020 Definitions.](#)

[8.08.030 Fees.](#)

[8.08.040 Permit required.](#)

[8.08.050 Application requirements.](#)

[8.08.060 Special event structures.](#)

[8.08.070 Temporary living quarter.](#)

[8.08.080 Temporary structures.](#)

[8.08.090 Permit revocable.](#)

[8.08.100 Renewal.](#)

[8.08.110 Permits not transferable.](#)

[8.08.120 Violation—Penalty.](#)

8.08.010 Purpose.

To regulate placement, restrict time limits, control aesthetics, limit nuisances, and generally protect health, safety, and welfare considerations the city of Toledo recognizes that certain short-term uses, structures, and recreational vehicle placements are not allowed as outright permitted uses. A temporary permit may be issued for up to six months by the city manager or other designated city staff member for only the following uses:

- A. In conjunction with on-site construction, only if a building permit has been issued for such construction, and the permit is active;
- B. Security measures that need to be taken for a temporary situation;
- C. A temporary place to conduct business;

Title 8 HEALTH AND SAFETY

- D. To meet special housing needs, in conjunction with an existing residence. The applicant must carry the burden of proof to show a permanent alternative is being sought and the temporary use provides the best or only alternative in the interim period;
- E. Special event structures; or
- F. Business office for the sale of property within a subdivision.

(Ord. 1310 § 1 (part), 2006)

8.08.020 Definitions.

As used in this chapter:

"Adequate sanitation facilities" means any public restroom, private restroom, or any portable fixture approved by either the Lincoln County Sanitarian or a Lincoln County Plumbing Inspector.

"City manager" means the city manager of the city of Toledo or designee(s).

"Recreational structure" means a campground structure with or without plumbing, heating or cooking facilities intended to be used by any particular occupant on a limited-time basis for recreational purposes and may include yurts, cabins, fabric structures, or similar structures as further defined, by rule, by the city manager. A structure intended for removal or demolition within a prescribed time not exceeding six months.

"Recreational vehicle (RV)" means a vehicular-type living unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motor power or is mounted on or drawn by another vehicle. Types of recreational vehicles include, but are not limited to, travel trailer, camping trailer, camper, camping van, and motor home.

"Special event structure" means a structure occupied in affiliation with an event recognized by the city of Toledo, state of Oregon, or United States related to a holiday, festival, or celebration, including, but not limited to Christmas, Independence Day, Toledo Summer Festival, Toledo Main Street Antique Fair, or carnivals or fairs. Special event vendors affiliated with the event organizers are exempt from obtaining a temporary permit, but are limited to no more than thirty (30) days prior to and seven calendar days following the event.

"Structure" means a building of any kind or any piece of work artificially built up or composed of parts joined together in some manner and which requires location on the ground or which is attached to something having a location on the ground.

"Temporary living quarter" means a recreational vehicle, as defined in this chapter, used for sleeping and/or living purposes and has water and sewer, but is intended for short time use (six months).

"Temporary structure" means a structure without any foundation or footings and that is removed when the designated time period (usually six months), activity, or use for which the temporary structure was erected has ceased.

"Temporary use" means a use established for a limited duration with the intent to discontinue the use upon the expiration of the permitted time of six months.

(Ord. 1310 § 1 (part), 2006)

8.08.030 Fees.

An appropriate application fee shall be set by city council resolution for a temporary permit. The application fee and renewal fee must be paid concurrent with the application. Renewal fees will be double the original fee. A request to waive fees for recognized nonprofit applicants must be made in writing to the city council.

(Ord. 1310 § 1 (part), 2006)

8.08.040 Permit required.

All temporary uses including the uses of an RV as a living quarter or for conducting business within the city of Toledo is prohibited unless the owner of land (applicant) on which it will be parked first obtains a temporary permit from the city. Use of an RV as a temporary living quarter in conjunction with a visitation of less than fourteen (14) days at an existing residence does not require a temporary permit. Using the Type I procedure under Toledo Municipal Code Chapter 19.08, the city shall approve, approve with conditions, or deny a temporary use permit based on findings that all of the criteria are satisfied.

(Ord. 1310 § 1 (part), 2006)

8.08.050 Application requirements.

- A. The application form shall be provided by the city of Toledo and the applicant shall set forth on the site plan the following:
 - 1. The location map showing the area in the city where the use will occur;
 - 2. The proposed siting of the temporary use or RV on property; and
 - 3. The provisions for water, sewer, and electrical service.
- B. The applicant must indicate the period of time the permit is sought and the reason for the use of a temporary structure or RV instead of a permanent structure. The applicant must propose alternatives to the temporary permit in a permanent solution plan.

(Ord. 1310 § 1 (part), 2006)

8.08.060 Special event structures.

- A. Special event structures may be erected in conjunction with a recognized federal, state, or local holiday, festival, and celebration if the following are met:
 - 1. The time limit for such structures is no longer than thirty (30) days prior to and seven calendar days after the special event.
 - 2. The permission of the property owner must be obtained.
 - 3. The person or persons responsible for the special event structure shall also be responsible for the maintenance of the grounds and shall have a trash receptacle available.
 - 4. Adequate sanitary facilities must be available to the site.
 - 5. The person or persons responsible for the temporary structure shall sign an agreement that the provisions of this subsection shall be complied with.
 - 6. The structure must not interfere with the provisions of parking for the permanent use on the site.
- B. An application for a special event structure must be made on a form prescribed by the community development and planning department. Failure to fill out all needed items will result in the rejection of the application until such time as all items are provided. The city manager shall issue the permit for a special event structure if all the conditions outlined in subsection A of this section are met.

(Ord. 1310 § 1 (part), 2006)

8.08.070 Temporary living quarter.

- A. A permit to allow a person or persons to occupy a temporary living quarter may be granted subject to the following conditions:
1. The permit must be in conjunction with a valid, active building permit, security dwelling, or for a proven medical hardship.
 2. The time limit shall be no longer than six months from issuance. After the expiration of the time limit, the recreational vehicle (RV) used for the temporary living quarter is subject to renewal provisions in Section 8.08.100.
 3. The RV used as the temporary living quarter must be self-contained for sanitary sewer or connected to municipal sewer and water.
 4. Any facility used for temporary living quarter must meet the definition of a RV as contained in this chapter.
 5. Temporary living situations for nonresidential projects shall not use a job shack or other such structure instead of an RV as the living quarter.
 6. Prior to the issuance of a temporary living quarter permit, the applicant shall sign an agreement to comply with the provision of this section.
 7. If the property subject to the temporary living quarter permit is not owned by the applicant, written permission of the property owner is required.
- B. An application for a temporary living quarter permit must be made on a form prescribed by the community development and planning department. Failure to fill out all needed items will result in the rejection of the application until such time as all items are provided. The city manager or his designate shall issue the permit for the temporary living quarter if all conditions outlined in subsection A of this section are met.

(Ord. 1310 § 1 (part), 2006)

8.08.080 Temporary structures.

A temporary structure not associated with a special event may be erected subject to the following:

- A. The permit, if approved, shall be issued for a period not to exceed six months. Upon like application and approval, the permit may be renewed for an additional six months in accordance with Section 8.08.100. Under no circumstances shall any permit be issued under this section exceed one year from the date the permit was first issued.
- B. Temporary structures are limited to commercial and industrial zoned properties.
- C. An application for a temporary structure must be accompanied by the following:
1. Written permission from the property owner.
 2. A site plan, drawn to scale, showing:
 - a. The proposed location of the temporary structure;
 - b. Existing buildings;
 - c. Existing parking and proposed parking for the temporary structure;
 - d. Access(es) to the parking areas;
 - e. Any additional structures, seating areas, and amenities associated with the temporary structure;
 - f. The location and size of trash receptacles;

Title 8 HEALTH AND SAFETY

- g. Utilities;
 - h. Existing signs;
 - i. Temporary structure building elevations or photos;
 - j. The colors of the temporary structure and signing;
 - k. Adequate sanitation facilities must be available to the site.
- D. In addition to the above requirements, the applicant for a temporary structure permit must submit the following:
- 1. An agreement stating that the applicant is aware of the limitations and conditions attached to the granting of the permit and agrees to abide by such limitations and conditions.
- E. An application for a temporary structure permit must be made on a form prescribed by the community development and planning department. Failure to fill out all needed items will result in the rejection of the application until such time as all items are provided. The city manager shall issue the permit for the temporary structure if all conditions outlined in subsections B through D of this section are met.
- F. If the temporary structure permit is approved, the applicant must obtain a city of Toledo business license.

(Ord. 1310 § 1 (part), 2006)

8.08.090 Permit revocable.

Any temporary permit will be revoked on twenty-four (24) hour notice by the city manager, if, after inspection of the structure or RV, any of the following reasons are found:

- A. Lacks proper sanitary facilities.
- B. Is dangerous to the public health and safety.
- C. Has become a public nuisance due to conditions, location, or use.
- D. Noncompliance with conditions set forth in granting the permit.
- E. Approval being obtained by fraud or misrepresentation.

(Ord. 1310 § 1 (part), 2006)

8.08.100 Renewal.

Except those uses allowed in Section 8.08.060 (Special event structures), six months is the maximum time for which a temporary permit may be issued by city staff. If the applicant can show that a permanent solution will be forthcoming, the applicant may apply to the city council for one renewal of the temporary permit. An applicant is only allowed to apply for one renewal. The council will determine the length of time during which the renewal will be valid up to a maximum of six months. The city council will consider the renewal application at a public meeting. Before council consideration, affected landowners within one hundred feet of the subject property boundaries shall be notified by first class mail of the renewal application, and provided at least a fifteen (15) day comment period before the public meeting. Any subsequent applications by the same property owner within three years of the expiration of the temporary permit must be approved by the city council following the same process and subject to the same fees as a temporary permit renewal.

(Ord. 1310 § 1 (part), 2006)

8.08.110 Permits not transferable.

Permits authorized by this chapter are not transferable to another person or location unless approved by the city council.

(Ord. 1310 § 1 (part), 2006)

8.08.120 Violation—Penalty.

Violations of this chapter shall constitute a Class A infraction.

(Ord. 1310 § 1 (part), 2006)

Chapter 8.12 OUTDOOR PUBLIC EVENTS, ENTERTAINMENTS AND ASSEMBLIES

Sections:

[8.12.010 License required.](#)

[8.12.020 Permit application.](#)

[8.12.030 Fee.](#)

[8.12.040 Permit—Conditions for issuance.](#)

[8.12.050 Hours of operation.](#)

[8.12.060 Intoxicating liquor prohibited.](#)

[8.12.070 Violation—Penalty.](#)

[8.12.080 Failure to comply.](#)

8.12.010 License required.

It is unlawful for any person, persons, corporation, organization, landowner or lessor, except regularly organized and supervised school district activities or programs such as local Toledo civic organizations which are generally recognized as such and are first approved by the Toledo city council, to allow, encourage, organize, promote, conduct, permit or cause to be advertised an outdoor event, entertainment, amusement or assembly of persons which would probably attract fifty (50) or more persons unless a valid city permit has been obtained for the operation of said assembly.

(Ord. 872 § 1, 1971)

8.12.020 Permit application.

Written application for a permit to hold outdoor assemblies as herein defined and catering to the general public shall be made to the Toledo city recorder forty (40) or more days prior to the date upon which such assembly is scheduled to be held. Written notice of approval or disapproval of said application shall be given the applicant no later than fifteen (15) days after the application has been filed. Permits shall not be denied providing the conditions enumerated in Section 8.12.040 are met by the applicant and the permit

CITY OF TOLEDO
TEMPORARY USE PERMIT APPLICATION

Applicant: Sharon, Shawn Mohl
Mailing Address: 500 NE Hwy 20
Toledo OR 97391

Date: 7-24-20
Telephone: 541-992-7222

Property Owner (if different): Daniel Muir
Mailing Address: P.O. Box 652
Veneta OR 97487

Telephone: 541-517-7588

Property Location: 500 NE Hwy 20, Toledo
Assessor Map/Tax Lot: _____

Parcel Size: _____
Zone Designation: _____

Type of Application: Special Event Structure for holiday or festival use
 Temporary Living Quarters for RV residence
 Temporary Structure for conducting business

Does the property have:

City Sewer	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
City Water	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Electrical Service	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Proper Access	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

Does this constitute applicant's entire contiguous ownership? yes no

Have you had a Temporary Use Permit within the past 3 years? yes no

List structures existing on entire contiguous ownership: Commercial building, Shed, Empty Building

Length of time this request is being made: 6 months

For what reason do you request a Temporary Use Permit? Security

What alternative have been considered for resolving the current temporary housing needs? Still looking for big enough rental to accommodate family size.

PAID
JUL 30 2020
\$150.00
CITY

Temporary Use Permit Application Fee = \$75.00

I understand that this is a City of Toledo staff-level decision and I certify, to the best of my knowledge, all information contained in this application is accurate. My signature below shows that I have discussed this application with the City Manager or designee or I have reviewed Toledo Municipal Code 8.08 (Ordinance 1310) and I am fully aware of my responsibilities as the applicant.

I understand that there may be limitation and conditions attached to the granting of this permit and I agree to abide by such limitations and conditions.

I understand this permit can be revoked if the use is found to violate conditions set forth in this permit or violates criteria in Toledo Municipal Code 8.08.

Sharon Mohr, Sham Mohr
Applicant(s) Signature

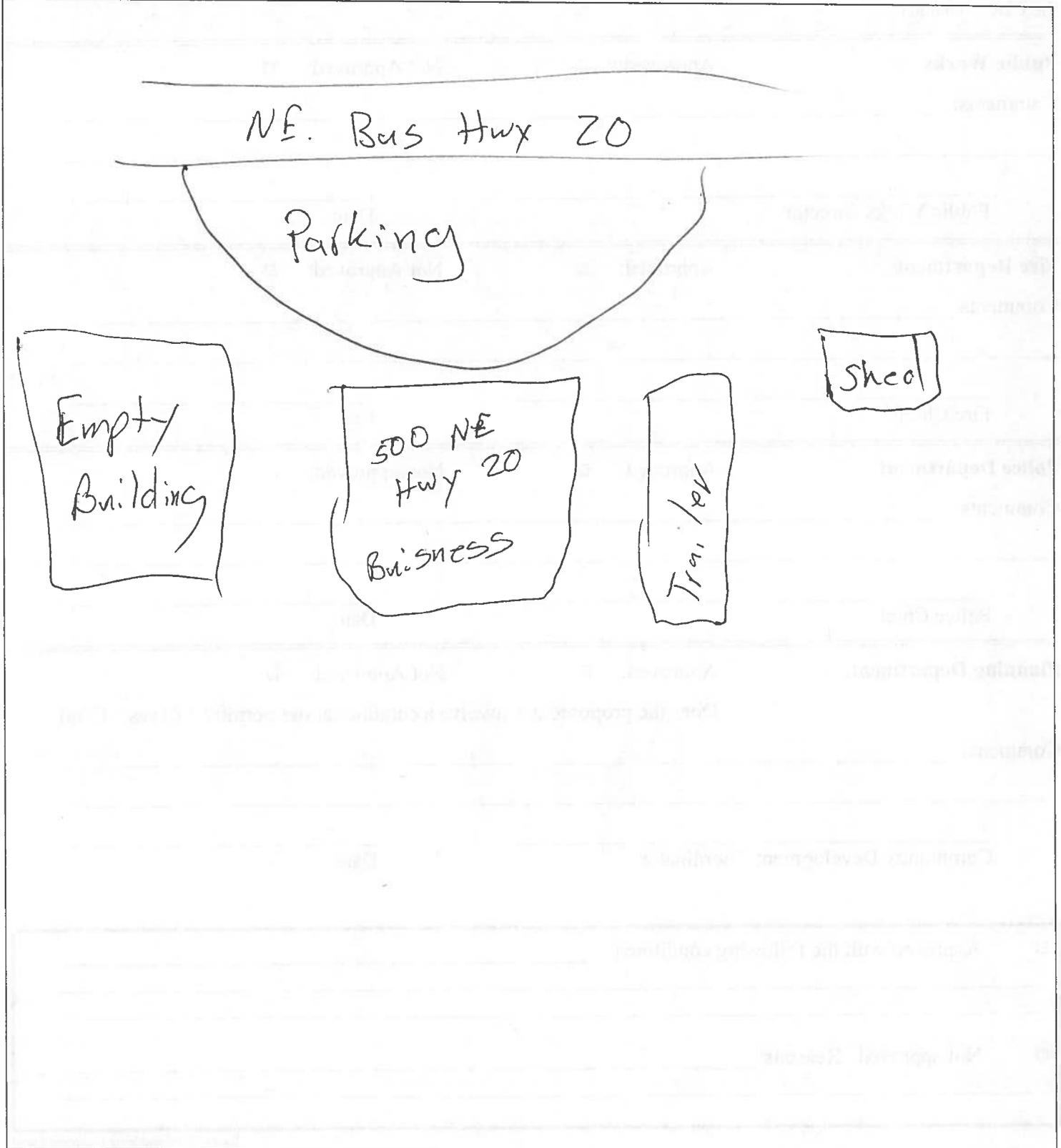
7-24-20
Date

David Meyer
Property Owner (if different)

7-24-20
Date

A site plan must be submitted identifying the property dimensions and following information:

- Location of temporary structure
 - Existing buildings
 - Access
 - Additional structures or amenities for the use
 - Parking for both temporary and existing structures
 - Utilities
- For Commercial Uses (in addition to the above information):
- Trash receptacles
 - Attach building elevations or photo of temporary structure
 - New and existing signs
 - Location of sanitation facilities



Office Use Only

Date Rec'd 7/30/20 Rec'd By OU Fee Paid \$150.⁰⁰ Application No: _____ Zone Designation: _____

TEMPORARY USE PERMIT CHECKLIST
DEPARTMENT REVIEW

Please review this request and make any comments you feel appropriate to the situation. When completed, sign and return to the CDC. Thanks!

Public Works: Approved: Not Approved:

Comments: N/A

Bill Zuppa
Public Works Director Date 8-25-20

Fire Department: Approved: Not Approved:

Comments: Please Have A Working Fire CERTIFICATION and BE CAREFUL WITH CERTIFICATION COORDS

Jerry Ruhl
Fire Chief Date 8-18-20

Police Department: Approved: Not Approved:

Comments: _____

[Signature]
Police Chief Date 08/18/20

Planning Department: Approved: Not Approved:

Does the proposed use involve a conditional use permit? yes no

Comments: _____

Community Development Coordinator Date _____

Approved with the following conditions: _____

Not approved. Reasons: _____

Office Use Only

Date Rec'd 7/30/20 Rec'd By OU Fee Paid \$150.⁰⁰ Application No: _____ Zone Designation: _____

TEMPORARY USE PERMIT CHECKLIST
DEPARTMENT REVIEW

Please review this request and make any comments you feel appropriate to the situation. When completed, sign and return to the CDC. Thanks!

Public Works: Approved: Not Approved:

Comments: _____

Public Works Director Date

Fire Department: Approved: Not Approved:

Comments: _____

Fire Chief Date

Police Department: Approved: Not Approved:

Comments: _____

[Signature]
Police Chief 08/18/20
Date

Planning Department: Approved: Not Approved:

Does the proposed use involve a conditional use permit? yes no

Comments: _____

[Signature] - Justin Peterson
Community Development Coordinator 8/18/2020
Date

<input type="checkbox"/>	Approved with the following conditions: _____ _____
<input type="checkbox"/>	Not approved. Reasons: _____ _____

8-20-20.

JUSTIN PETERSON
PLANNER
CITY OF TOLEDO

I own and live at 747 N.E. Hwy 20,
TOLEDO, OR.

I have no problems with an extension
of six additional months for Shawn and
Shawn Mavis Use Permit.

Actually I encourage it

WILLIAM H HAYDEN.

Wm Hayden

747 NE Hwy 20
TOLEDO, OR 97339.

541-961-2105

RECEIVED
CITY OF TOLEDO
DATE 8/27/20
BY AL

PUBLIC HEARING

1. OPEN THE AGENDA ITEM
2. DECLARATION OF CONFLICT OF INTEREST, BIAS, EX PARTE COMMUNICATION, OR OBJECTIONS TO JURISDICTION
3. ANNOUNCE THE NATURE AND PURPOSE OF THE DECISION ITEM
4. STAFF/PRESENTER REPORT
5. APPLICANT AND PUBLIC TESTIMONY
6. QUESTIONS AND RESPONSES
7. COUNCIL DELIBERATIONS AND DECISION

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	September 2, 2020	Authorize the expenditure of \$40,000 to install 465' Cured-In-Place Pipe Liner in the Wastewater mainline on Nye Street
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Public Works Director B. Zuspan	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Motion to authorize expenditure of \$40,000 to install 465' Cured-In-Place Pipe (CIPP) Liner in the Wastewater mainline on Nye St.

Background:

7.3.2 North Nye Street Project B

Under the northern gravel portion of North Nye Street, at the base of the hill coming down from Skyline Drive, is a long pipe segment containing several holes with high infiltration. A flow mapping inspection resulted in the measurement of a considerable amount of infiltration isolated to this pipe segment. In addition, several of the laterals connecting to the pipe exhibited high clear flows during television inspection. The combination of the high infiltration and broken pipe suggests that this pipe segment ought to have the highest priority of the non-critical segments to repair.

The requested expenditure would allow the installation of CIPP liner to complete the final Priority 1 task as outlined in the City's Mutual Agreement & Order with the Department of Environmental Quality to help mitigate Inflow & Infiltration in the City's system.

Fiscal Impact:	Fiscal Year:	GL Number:
\$40,000	2020-2021	042-420-620-550

Attachment:

1. Bid sheet from C-more pipe

C-More Pipe Services Co.
 P.O. Box 69
 Rickreall, OR 97371
 (503) 871-6503



Estimate

ADDRESS

City Of Toledo
N NYE ST.

ESTIMATE # Q-1029

DATE 05/19/2020

EXPIRATION DATE 06/17/2020

DATE	SERVICES	QTY	RATE	AMOUNT
	CIPP LINER Labor and equipment to Install CIPP liner 464ft of 10" on N Nye St.	464	63.00	29,232.00
	Lateral Reinstatement Labor & Equipment to Reinstate Laterals after Lining	9	450.00	4,050.00
	Mobilization Mobilization of Equipment	1	6,000.00	6,000.00
	NOTE Trip 1 - pre-clean, TV, take measurements to order liner Trip 2 - install CIPP liner, cut open laterals, post clean / TV.	1	0.00	0.00

TOTAL

\$39,282.00

Accepted By

Paul Zosper PWD Director,

Accepted Date

8/24/20

Please make checks payable to C-More Pipe Services

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	September 2, 2020	Authorize expenditure of \$64,000 for engineering services for the replacement of the Wastewater Treatment Plant effluent discharge line
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Public Works Director Bill Zuspan	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Motion to authorize expenditure of \$64,000 for engineering services to prepare for the replacement of the Wastewater Treatment Plant discharge line.

Background:

The City of Toledo needs to replace a major sewer pipeline – the outfall pipe from the Wastewater Treatment Plant (WWTP) to the Yaquina River. The existing pipeline is suspected to have failed and may cause serious problems in the future if not replaced soon. The existing pipeline goes under an existing Union Pacific railroad track and traverses across Georgia Pacific’s parking lot property to the River. The City is requesting pipeline design services to install a new pipeline from the WWTP and terminate just before the river boundary to avoid costly river-related permitting and work. The new pipe will connect near the end of the old pipe, leaving the existing outfall diffuser untouched. This Scope also includes assistance with railroad permitting and design necessary for the installation of a new pipeline under the railroad tracks.

Fiscal Impact:	Fiscal Year:	GL Number:
\$ 64,000	2020-2021	042-420-620-550

Attachment:

1. Civil West Engineering Scope of Services

July 24, 2020

Bill Zuspan, Public Works Director
City of Toledo



RE:

ENGINEERING SCOPE OF SERVICES **Wastewater Treatment Plant Discharge Outfall Pipe Design**

The City of Toledo needs to replace a major sewer pipeline – the outfall pipe from the Wastewater Treatment Plant (WWTP) to the Yaquina River. The existing pipeline is suspected to have failed and may cause serious problems in the future if not replaced soon. The existing pipeline goes under an existing Union Pacific railroad track and traverses across Georgia Pacific’s (GP) parking lot property to the River. The City is requesting pipeline design services to install a new pipeline from the WWTP and terminate just before the river boundary to avoid costly river-related permitting and work. The new pipe will connect near the end of the old pipe, leaving the existing outfall diffuser untouched. This Scope also includes assistance with railroad permitting and design necessary for the installation of a new pipeline under the railroad tracks.

The following is our proposed scope of work, engineering fee, and project schedule associated with the design and permitting of constructing a new pipeline from the WWTP to the River.

Part A: Scope of Work

The following tasks have been identified to track the project’s progress.

- 1. Task 1 – Project Management and Administration.** Civil West Engineering (CWE) will provide the necessary project management and administrative services to conduct an orderly and well-managed project. This will include organizational issues, financial, and other administrative services. This task also includes periodic project meetings with the City.
- 2. Task 2 – Field Survey and Base Map –** Field topographic survey will be performed of the project alignment to locate all features, including utilities, fences, railroad tracks, roadway, etc. Particular emphasis will be given to the railroad and ability to create a site map the railroad company will approve. Permission from GP should be sought by the City to access their property. After the field survey is complete, a base map will be created which design will be based on.
- 3. Task 3 – Permitting and Railroad Coordination.** CWE will contact and coordinate the permitting process with the railroad company, thought to be Union Pacific (UP). CWE will prepare and submit the necessary applications to UP. A 90% design level plan set will be delivered for initial review and

Scope of Services – City of Toledo WWTP Outfall Pipe Design comments. It is anticipated there will be review comments from UP. CWE will modify the design plans and permit information accordingly. 100% final design plans with a final copy of the application(s) will be resubmitted to UP for approval.

This cost proposal includes only one resubmittal of the plans and permit to UP; we assume UP will approve the plans on their second review. Any additional resubmittals is not included and would be considered extra work.

A City representative will sign all applications. The City will pay directly for all application fees, inspection fees, and any other fees that may be imposed. We will work with the City to follow-up with the railroad company and push the review and approval process forward as quickly as possible. However, the railroad company is known to take several months to approve plans and provide a work permit. The cost for this Task is an estimate only based on recent past work performed for the City on the Butler Bridge Road sewer pipeline replacement project. Depending on the railroad's review policies, personnel, and situations, this budget may or may not be sufficient.

- 4. Task 4 – Technical Design Plans and Specifications.** Per the anticipated permitting requirements of UP, CWE will prepare design plans to meet UP requirements. A detailed crossing plan will be created providing the proper information and notation. It is presently anticipated Horizontal Direction Drilling (HDD) will be the process used for installing pipe under the tracks (however jack-and-bore will be considered). An HDD Bore Plan will be prepared as required by UP. 90% and 100% design plans will be submitted to UP and the City for review and approval.

For City review purposes, an intermediary 75% design plan set will be prepared. CWE will walk the project with the City and review and consider the scope and magnitude of the project. DEQ will be consulted regarding the construction of the pipeline under the railroad. We will submit plans to DEQ for their review and approval. As with UP, we have assumed only one resubmittal of the plans to DEQ.

Bidding and Contract Documents and Technical Specifications will be prepared for the project.

- 5. Task 5 – Reimbursables** – This task will cover direct reimbursable expenses anticipated for the project. These include travel and per diem costs, reproduction and office expenses, and other reimbursable costs.

Part B: Work Not Included

Our work will NOT include:

- Railroad (UP) Right of Entry Application – Contractors Access/Occupancy on Railroad Property, to be completed once contractor is selected.



Scope of Services – City of Toledo WWTP Outfall Pipe Design

- Easement agreements and surveying/construction access permission from Georgia Pacific (GP). The City will need to reach out to GP and keep them abreast and receive permission to access their property for surveying and pending construction work on their property.
- Multiple submittals to the agencies (UP and DEQ) of the plans, specs, and other information beyond one resubmittal as stated earlier.
- River permitting and work associated with replacing the outfall diffuser. This scope of work does not include any work within the River boundary.
- Pump station design. If the City desires to make this pipeline a pressure pipeline, an amendment to this scope would be required.
- Bidding and Construction Support and Management. When design is complete, we will prepare a Scope of Services Amendment to provide construction phase support.

Part C: Project Fee Proposal

CWE will invoice Toledo on a monthly basis. Fees for services under this Agreement shall be based on time and materials and pursuant to the Rate Schedule attached hereto. The estimated fee breakdown provided below is considered a not-to-exceed maximum for the scope of work described. Civil West reserves the right to alter distribution of compensation between individual phases/tasks of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated proposed budget compensation amount unless approved in writing by owner. If additional support is required beyond these allowances, we will coordinate with Toledo on an amendment to the agreement. A summary of the proposed fee schedule is provided below:

Task	Summary of Proposed Engineering Budget:	Budget
1	Project Management	\$4,562.00
2	Field Survey and Base Map	\$6,324.00
3	Permitting and Railroad Coordination	\$11,544.00
4	Design Plans and Specifications	\$39,480.00
5	Reimbursables	\$1,200.00
Total Proposed Engineering Budget		\$63,110.00

If additional support is required beyond these allowances, we will coordinate with the City of Toledo on an amendment to the agreement.



Part D: Project Schedule

A project schedule is as follows:

- | | <u>Week of:</u> |
|---|--|
| 1. Notice to proceed | August 2020 |
| 2. Field Survey completed..... | September 2020 |
| 3. 75% Plan Submittal to the City | November 2020 |
| 4. 90% design plans and UP Permit Application Submitted | January 2021 |
| 5. Final Plans submitted to DEQ and UP | two weeks after 90% plan comments received |
| 6. DEQ resubmittal and approval (if required) | two weeks after comments received |

The schedule above is a preliminary estimate only. The longest anticipated time length is associated with UP and obtaining their approval.

We are grateful for this opportunity to provide these services to the City of Toledo. We are prepared to begin this work on this important project as soon as we are authorized to do so. Please let me know if you have any questions or if you wish to see any alterations to our proposed approach. If this proposed approach is acceptable, please sign below and return a copy to our office for our records.

Sincerely,
Civil West Engineering Services, Inc.



Keven T. Shreeve, PE
North Coast Regional Manager

Authorized Representative Signature Accepting Scope of Services

Date



Civil West Engineering Services, Inc. - 2020 Class B Rate Schedule	
STAFF/ITEM	BILLING RATE
ENGINEERING	
Principal Engineer	\$165
Project Manager	\$150
Senior Project Engineer	\$145
Project Engineer	\$134
Engineering Technician	\$114
Staff Engineer	\$84
Inspector 1	TBD
Inspector 2	\$134
Inspector 3	\$114
Engineering Intern	\$50
Clerical	\$52
Surveying	
Senior Surveyor (PLS)	\$150
Senior Survey Technician	\$120
Survey Technician	\$103
1-person Survey Crew	\$160
2-person Survey Crew	\$188
3-person Survey Crew	\$225
REIMBURSABLES	
Mileage - or current IRS Rate	\$0.575
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Subconsultants	Cost plus 10%
* Scoped Support Services Approved Travel Budgets Will be Developed and Approved by Client Using Standard Billing Rates.	



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	September 2, 2020	Resolution No. 1451, Extending the state of emergency declaration to November 4, 2020
Council Goal:	Agenda Type:	
Not applicable	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. 145, a resolution of the Toledo City Council extending the state of emergency declaration to November 4, 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 in March of this year; City Manager Richter declared a state of emergency, which was adopted by a resolution of the City Council.

The State of Oregon is currently under re-opening phases as outlined by the Governor. Lincoln County will move into Phase 2 beginning September under state guidelines and the current state of emergency for the City of Toledo will expire on September 2, 2020. Emergency Program Director/City Manager Richter wishes to extend the state of emergency declaration to November 4, 2020.

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

Attachment:

1. Resolution No. 1450

**CITY OF TOLEDO
RESOLUTION NO. 1451**

A RESOLUTION OF THE TOLEDO CITY COUNCIL EXTENDING THE STATE OF EMERGENCY DECLARATION TO NOVEMBER 4, 2020

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 has been extended to May 31, 2020, June 17, 2020, August 1, 2020 and September 2, 2020 by Council vote; and

WHEREAS, the Emergency Program Director will extend the state of emergency to November 4, 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, is hereby extended to November 4, 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.
- Section 3. This Resolution shall be effective upon passage by the City Council this 2nd day of September, 2020.

APPROVED:

Mayor Rod Cross

ATTEST:

City Recorder Lisa Figueroa



Memorandum

To: Chief Pace

From: Tony Bour Code Enforcement Officer

CC: City Manager

Date: 8/28/20

Re: July 2020 Monthly Report

Code Enforcement Report

2018 open cases

1 Dilapidated Homes/ Junk

79 closed cases

2019 open cases

7 Dilapidated Homes

3 Junk

1 Vehicle related

4 Vegetation

2 Commercial Tenant

25 closed Cases

2020 open cases

6 Vegetation

3 Dilapidated Structures

4 Junk

0 Animal Related

3 Vehicle related

27 closed 25 Vehicle related

Accounts Payable

To Be Paid Proof List

User: nnoteboom
 Printed: 08/20/2020 - 10:50AM
 Batch: 00007.08.2020 - AP 8.21.2020 NRN



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Airgas USA, LLC									
airno									
9103742962	8/3/2020	94.93	0.00	08/21/2020				False	0
013-135-608000 Supplies				cylinder rental					
9103742962 Total:		94.93							
9972944254	7/31/2020	88.16	0.00	08/21/2020				False	0
013-135-608000 Supplies				cylinder rental					
9972944254 Total:		88.16							
Airgas USA, LLC Total:		183.09							
AT&T Mobility									
attwi									
X08112020	8/3/2020	103.02	0.00	08/21/2020				False	0
011-110-600220 Communication Services				cellular					
X08112020	8/3/2020	103.01	0.00	08/21/2020				False	0
012-125-600220 Communication Services				cellular					
X08112020	8/3/2020	103.01	0.00	08/21/2020				False	0
013-135-600220 Communication Services				cellular					
X08112020	8/3/2020	75.05	0.00	08/21/2020				False	0
001-650-600220 Communication Services				cellular					
X08112020	8/3/2020	50.02	0.00	08/21/2020				False	0
012-120-600220 Communication Services				cellular					
X08112020	8/3/2020	106.17	0.00	08/21/2020				False	0
013-130-600220 Communication Services				cellular					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	X08112020 Total:	540.28							
	AT&T Mobility Total:	540.28							
CenturyLink centl									
	7/17/2020	483.79	0.00	08/21/2020				False	0
001-400-600220 Communication Services					Phones				
	7/17/2020	153.34	0.00	08/21/2020				False	0
011-110-600250 Alarms					Alarms				
	7/17/2020	522.42	0.00	08/21/2020				False	0
012-120-600220 Communication Services					Phones/Alarms/Internet				
	7/17/2020	152.25	0.00	08/21/2020				False	0
012-120-600250 Alarms					Alarms				
	7/17/2020	61.25	0.00	08/21/2020				False	0
013-130-600220 Communication Services					Internet				
	7/17/2020	436.42	0.00	08/21/2020				False	0
013-135-600250 Alarms					Phones/Alarms				
	Total:	1,809.47							
	CenturyLink Total:	1,809.47							
East Linc County Emergency Responders ELCER									
	7/1/2020	3,750.00	0.00	08/21/2020				False	0
001-500-608150 Volunteer Program					volunteer payment				
	7/1/2020 Total:	3,750.00							
	8/1/2020	3,750.00	0.00	08/21/2020				False	0
001-500-608150 Volunteer Program					volunteer payment				
	8/1/2020 Total:	3,750.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	East Linc County Emergen	7,500.00							
GENXSYS SOLUTIONS LLC									
GENX									
12065	8/15/2020	179.80	0.00	08/21/2020				False	0
	001-900-600700 Membership & Subscription			Spam filter / Sept. 2020					
	12065 Total:	179.80							
	GENXSYS SOLUTIONS L	179.80							
Lincoln County Public Works									
linpw									
6102	8/1/2020	1,528.54	0.00	08/21/2020				False	0
	001-400-601500 Gas, Oil & Tires			gas / car washes					
	6102 Total:	1,528.54							
	Lincoln County Public Wo	1,528.54							
Travis Electric, LLC									
trael									
1129	8/14/2020	2,000.00	0.00	08/21/2020				False	0
	001-650-600400 Facility Needs			City Hall partial re-wire					
	1129 Total:	2,000.00							
	Travis Electric, LLC Total:	2,000.00							
	Report Total:	13,741.18							

Accounts Payable

To Be Paid Proof List

User: nnoteboom
 Printed: 08/28/2020 - 9:56AM
 Batch: 00008.08.2020 - AP 8.27.2020 NRN



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Analytical Lab & Consultants									
anala									
130003	8/10/2020	173.00	0.00	08/27/2020				False	0
012-120-608100 Contract & Other Services				lab					
130003 Total:		173.00							
Analytical Lab & Consulta		173.00							
Axon Enterprises, Inc									
axoen									
SI-1671401	7/27/2020	2,604.00	0.00	08/27/2020				False	0
001-400-600300 Equipment Maint & Repair				Taser 60 / year 4 pymt					
SI-1671401 Total:		2,604.00							
Axon Enterprises, Inc Tota		2,604.00							
Baker & Taylor, LLC									
bakta									
2035428317	8/18/2020	186.67	0.00	08/27/2020				False	0
001-700-603500 Books & Materials				Library books/materials					
2035428317 Total:		186.67							
H49599890	8/13/2020	25.89	0.00	08/27/2020				False	0
001-700-603500 Books & Materials				Library books/materials					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	H49599890 Total:	25.89							
H49726160	8/17/2020	29.59	0.00	08/27/2020				False	0
001-700-603500	Books & Materials			Library books/materials					
	H49726160 Total:	29.59							
	Baker & Taylor, LLC Total	242.15							
BlueTarp Financial bluta									
45768797	8/14/2020	218.34	0.00	08/27/2020				False	0
012-120-600400	Facility Needs			WTP parts					
	45768797 Total:	218.34							
45768815	8/14/2020	59.98	0.00	08/27/2020				False	0
012-120-600400	Facility Needs			WTP parts					
	45768815 Total:	59.98							
	BlueTarp Financial Total:	278.32							
CDW Government, Inc. cdwgo									
ZTZ1059	8/20/2020	1,765.08	0.00	08/27/2020				False	0
001-900-600150	Data Processing Support			1500 va UPS systems					
	ZTZ1059 Total:	1,765.08							
	CDW Government, Inc. To	1,765.08							
Community Services Consortium comsc									
	8/25/2020	2,500.00	0.00	08/27/2020				False	0
001-900-603975	Contributions			Contribution Committee					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Total:	2,500.00							
	Community Services Cons	2,500.00							
Dues, Zac duesz	8/27/2020	222.00	0.00	08/27/2020				False	0
001-000-290006 Direct Deposit				refund					
	Total:	222.00							
	Dues, Zac Total:	222.00							
Gale/CENGAGE Learning gale	8/6/2020	137.20	0.00	08/27/2020				False	0
71070403				Library books / materials					
001-700-603500 Books & Materials									
	71070403 Total:	137.20							
	Gale/CENGAGE Learning	137.20							
Halco Welding halwe	7/29/2020	250.00	0.00	08/27/2020				False	0
72394				WWTP roll perforated plate					
013-130-600400 Facility Needs									
	72394 Total:	250.00							
	Halco Welding Total:	250.00							
Howry, Joseph R. howin	8/25/2020	305.00	0.00	08/27/2020				False	0
1929									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
011-110-608000 Supplies 1929	8/25/2020	305.00	0.00	08/27/2020	12 yard 3/4" Rock			False	0
012-125-608000 Supplies 1929	8/25/2020	305.00	0.00	08/27/2020	12 yard 3/4" Rock			False	0
013-135-608000 Supplies					12 yard 3/4" Rock				
1929 Total:		915.00							
Howry, Joseph R. Total:		915.00							
ICMA INTCM									
001-100-600600 Travel & Training	8/26/2020	676.00	0.00	08/27/2020	Sept 23-26 Registration/ 8 attendees			False	0
001-400-600600 Travel & Training	8/26/2020	169.00	0.00	08/27/2020	Sept 23-26 Registration/ 8 attendees			False	0
001-500-600600 Travel & Training	8/26/2020	169.00	0.00	08/27/2020	Sept 23-26 Registration/ 8 attendees			False	0
001-700-600600 Travel & Training	8/26/2020	169.00	0.00	08/27/2020	Sept 23-26 Registration/ 8 attendees			False	0
012-125-600600 Travel & Training	8/26/2020	169.00	0.00	08/27/2020	Sept 23-26 Registration/ 8 attendees			False	0
Total:		1,352.00							
ICMA Total:		1,352.00							
John Deere Financial johde									
001-650-600300 Equipment Maint & Repair	8/16/2020	274.82	0.00	08/27/2020	mower parts #0502			False	0
Total:		274.82							
John Deere Financial Total		274.82							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
KYAQ 91.7									
KYAQ	8/25/2020	564.00	0.00	08/27/2020				False	0
001-900-603975 Contributions				Contribution Committee					
	Total:	564.00							
	KYAQ 91.7 Total:	564.00							
News-Times									
newti	8/27/2020	2,110.69	0.00	08/27/2020				False	0
001-100-600230 Advertising & Notices									
	Total:	2,110.69							
	News-Times Total:	2,110.69							
Northern Safety Co., Inc.									
norsa									
904102213	8/14/2020	70.14	0.00	08/27/2020				False	0
011-110-608000 Supplies				safety related parts					
904102213	8/14/2020	70.14	0.00	08/27/2020				False	0
012-125-608000 Supplies				safety related parts					
904102213	8/14/2020	70.13	0.00	08/27/2020				False	0
013-135-608000 Supplies				safety related parts					
	904102213 Total:	210.41							
	Northern Safety Co., Inc. T	210.41							
NW Natural Gas Co.									
nwnat									
	8/14/2020	75.81	0.00	08/27/2020				False	0
001-500-600240 Natural Gas				Fire Dept					
	8/14/2020	15.99	0.00	08/27/2020				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
001-100-600240 Natural Gas	8/14/2020	15.99	0.00	08/27/2020	City Hall			False	0
001-400-600240 Natural Gas					Police Dept				
Total:		107.79							
NW Natural Gas Co. Total:		107.79							
OAWU ZZ103 29350	8/18/2020	125.00	0.00	08/27/2020				False	0
012-120-600600 Travel & Training					W & WW ER Planning 9/10/2020 - Bill Zuspan/Ric Saaved				
29350	8/18/2020	125.00	0.00	08/27/2020				False	0
013-130-600600 Travel & Training					W & WW ER Planning 9/10/2020 - Bill Zuspan/Ric Saaved				
29350 Total:		250.00							
OAWU Total:		250.00							
Ocean Tire Factory oceti IN00028857	8/14/2020	48.00	0.00	08/27/2020				False	0
001-400-601500 Gas, Oil & Tires					Oil change E275107				
IN00028857 Total:		48.00							
IN00028870	8/18/2020	984.10	0.00	08/27/2020				False	0
001-400-600350 Vehicle Maint & Repair					Calipers/Rotors/Brakes - E262521				
IN00028870 Total:		984.10							
IN00028910	8/20/2020	648.10	0.00	08/27/2020				False	0
001-400-600350 Vehicle Maint & Repair					Brakes/Rotors E275107				
IN00028910 Total:		648.10							
IN00028927	8/25/2020	73.00	0.00	08/27/2020				False	0
001-400-601500 Gas, Oil & Tires					Oil change/flat repair - E262521				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	IN00028927 Total:	73.00							
	Ocean Tire Factory Total:	1,753.20							
OCWCOG Meals on Wheels ocwse	8/25/2020	2,200.00	0.00	08/27/2020				False	0
001-900-603975 Contributions				Contribution Committee					
	Total:	2,200.00							
	OCWCOG Meals on Whee	2,200.00							
Recorded Books Inc recbo	8/12/2020	164.40	0.00	08/27/2020				False	0
76689856				library books/materials					
001-700-603500 Books & Materials									
	76689856 Total:	164.40							
76695494	8/19/2020	35.09	0.00	08/27/2020				False	0
001-700-603500 Books & Materials				library books/materials					
	76695494 Total:	35.09							
	Recorded Books Inc Total:	199.49							
Road & Driveway Co., Inc. roadr	8/14/2020	195.60	0.00	08/27/2020				False	0
0027840-IN				Asphalt C Mix					
011-110-600420 Systems Repair									
	0027840-IN Total:	195.60							
	Road & Driveway Co., Inc	195.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Saavedra, Ricardo									
saari									
	8/25/2020	52.90	0.00	08/27/2020				False	0
012-120-600600	Travel & Training			OWAU conf. reimbursement					
	Total:	52.90							
	Saavedra, Ricardo Total:	52.90							
Target Specialty Products									
tarsp									
INVP500218868	8/10/2020	290.98	0.00	08/27/2020				False	0
001-650-608000	Supplies			herbicide / crossbow					
INVP500218868	8/10/2020	290.98	0.00	08/27/2020				False	0
011-110-608000	Supplies			herbicide / crossbow					
	INVP500218868 Total:	581.96							
	Target Specialty Products T	581.96							
TIAA COMMERCIAL FINANCE, INC									
tiaab									
Aug 2020	8/12/2020	173.18	0.00	08/27/2020				False	0
001-700-608100	Contract & Other Services			contract services					
	Aug 2020 Total:	173.18							
	TIAA COMMERCIAL FIN	173.18							
Toledo Food Share Pantry									
tofsp									
	8/25/2020	2,500.00	0.00	08/27/2020				False	0
001-900-603975	Contributions			Contribution Committee					
	Total:	2,500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Toledo Food Share Pantry	2,500.00							
Toledo History Center tolhi	8/25/2020	1,500.00	0.00	08/27/2020				False	0
001-900-603975 Contributions				Contribution Committee					
	Total:	1,500.00							
	Toledo History Center Tota	1,500.00							
USA BlueBook usabl									
324890	8/11/2020	176.99	0.00	08/27/2020				False	0
012-120-600400 Facility Needs				WTP supplies					
	324890 Total:	176.99							
	USA BlueBook Total:	176.99							
Verizon Wireless verwi									
9860983601	8/18/2020	80.02	0.00	08/27/2020				False	0
001-500-600220 Communication Services				FD cellular					
9860983601	8/18/2020	609.21	0.00	08/27/2020				False	0
001-400-600220 Communication Services				PD cellular					
	9860983601 Total:	689.23							
	Verizon Wireless Total:	689.23							
Waxie Sanitary Supply waxsa									
79402308	8/19/2020	388.31	0.00	08/27/2020				False	0
001-650-608050 Janitorial Supplies				janitorial supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	79402308 Total:	388.31							
	Waxie Sanitary Supply Tot	388.31							
Western States Electrical wesse 18463	8/11/2020	424.63	0.00	08/27/2020				False	0
012-125-600300 Equipment Maint & Repair				WTP - motor starter heaters					
	18463 Total:	424.63							
	Western States Electrical T	424.63							
Zuspan, Billy zusbi	8/25/2020	72.38	0.00	08/27/2020				False	0
013-135-600600 Travel & Training				OAWU Conf. reimbursement					
	Total:	72.38							
	Zuspan, Billy Total:	72.38							
	Report Total:	24,864.33							