

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

TOLEDO CITY COUNCIL
Regular Meeting – Via Zoom Meeting Platform
October 21, 2020
6:00 p.m.

Virtual Meeting: 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**
 - NW Coastal Housing presentation – Executive Director Sheila Stiley
 - Library Department Presentation
3. **Joint Work Session with the Toledo Chamber of Commerce Board of Directors**
4. **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).
5. **Consent Agenda**

Approval of Budget Committee Minutes from the meetings held May 18, 2020 and May 21, 2020, the City Council Regular Meeting held September 16, 2020 and the Work Session held September 23, 2020
6. **Discussion Items**
 - Committee updates
7. **Decision Items**
 - Request for the City of Toledo to initiate a street vacation application for SE Alder Street
 - Street Closure request – Chamber of Commerce Halloween Trick or Treat on Main Street
 - Approve Easement agreement with American Cell Tower
 - Review and Approve Amendment No. 2 to the Mutual Order & Agreement with the Department of Environmental Quality
 - Approval to partner with NLC Service Line Warranty Program to provide “insurance” for water/sewer lines to homeowners in Toledo

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

8. Reports and Comments

9. 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 2

Blackberry Hill Apartments

Veteran/Workforce Housing Project

740-744 SE 6th Street

Toledo, Oregon

BY



NORTHWEST
COASTAL HOUSING
Because everyone needs a place to call home

NW COASTAL HOUSING - BLACKBERRY SITE

DESIGN PHASE - 2 OCTOBER 2019

capnarchitecture
541.961.0503 info@capnarchitecture.com



FRONT PERSPECTIVE VIEW

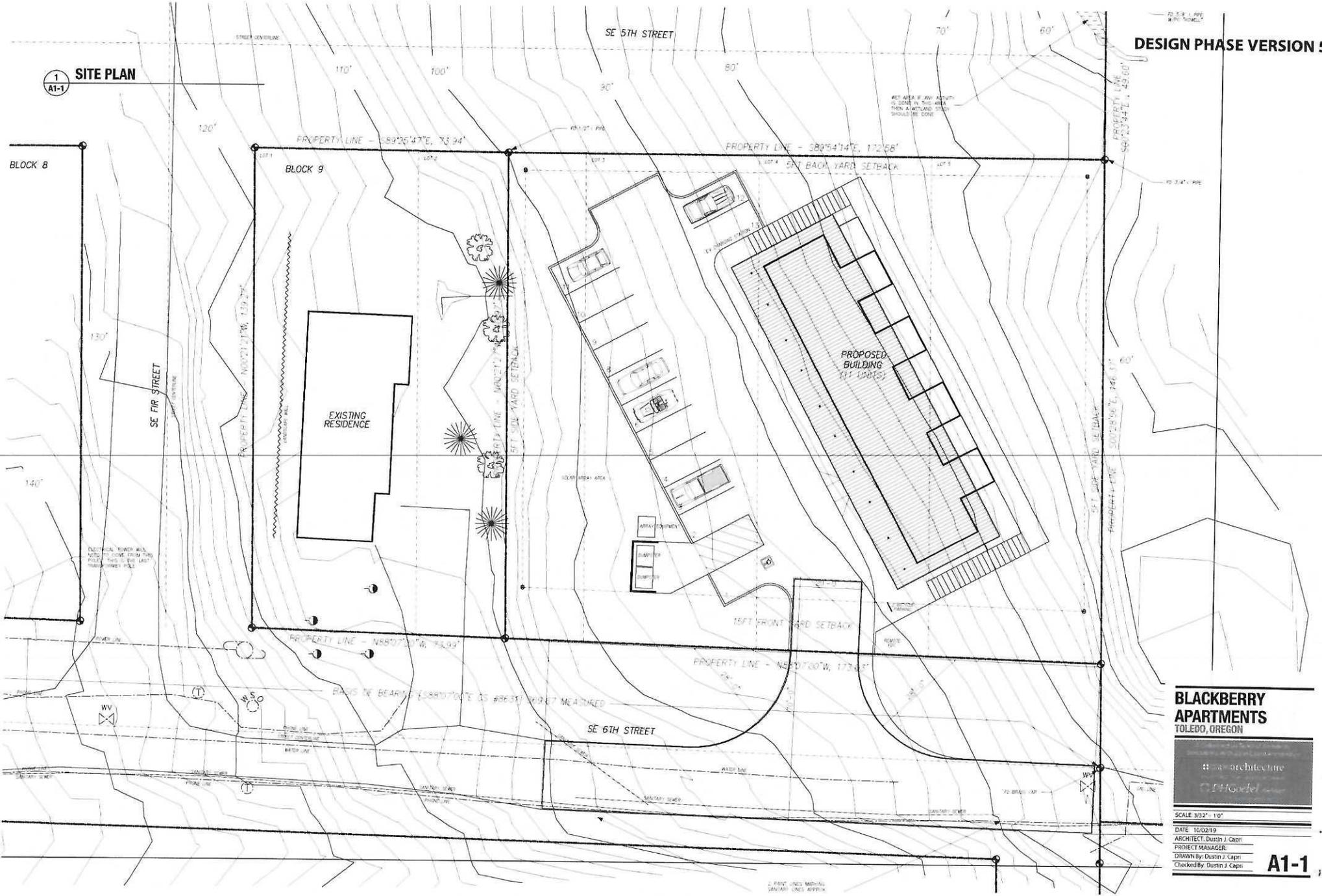
NW COASTAL HOUSING - BLACKBERRY SITE

DESIGN PHASE - 2 OCTOBER 2019

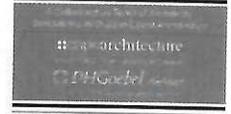
capriarchitecture
541.951.0503 info@capriarchitecture.com



1 SITE PLAN
A1-1

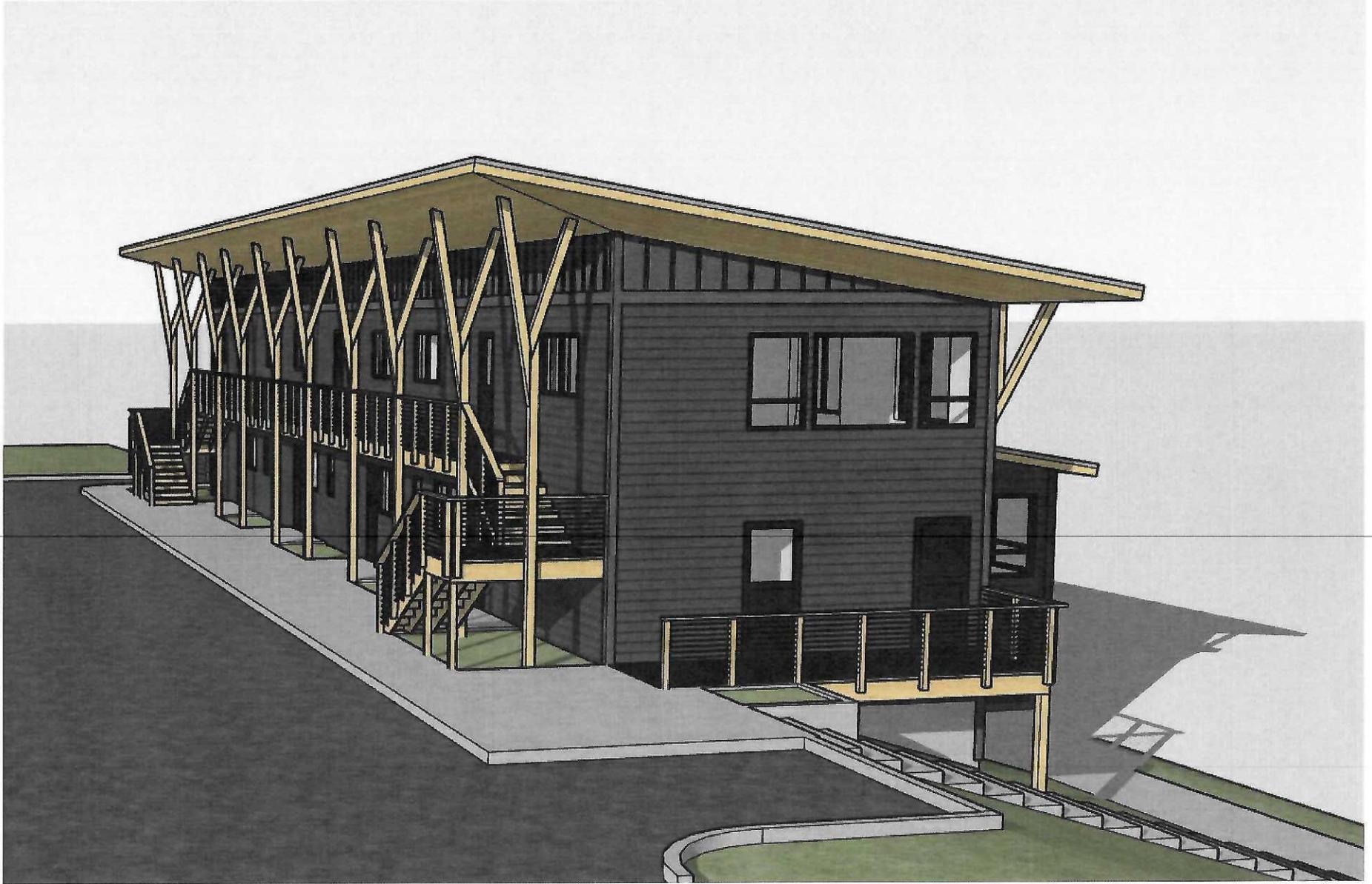


BLACKBERRY APARTMENTS
TOLEDO, OREGON



SCALE 3/32" = 1'-0"
 DATE: 10/02/19
 ARCHITECT: Dustin J. Capri
 PROJECT MANAGER:
 DRAWN BY: Dustin J. Capri
 CHECKED BY: Dustin J. Capri

A1-1



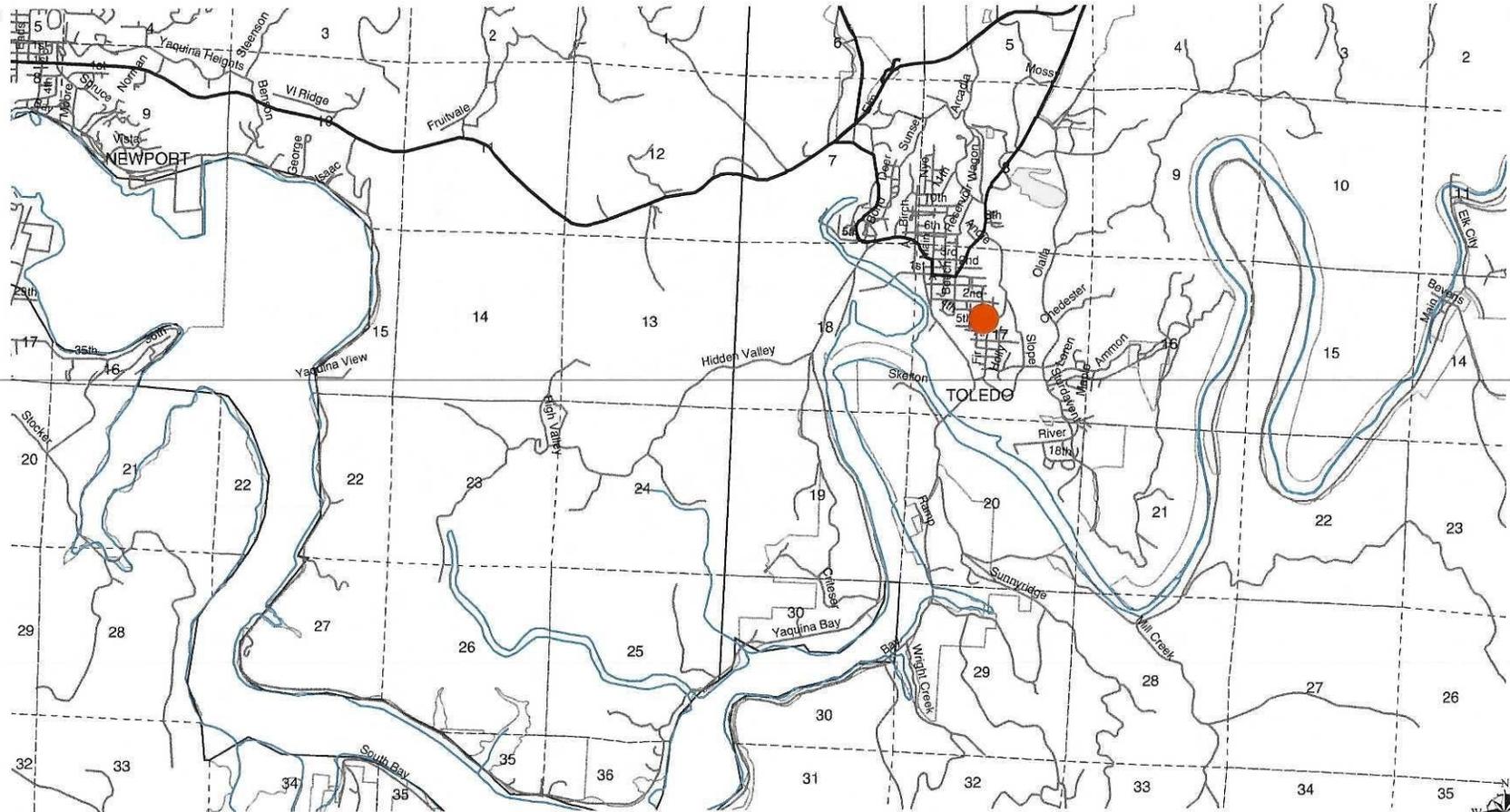


NW COASTAL HOUSING - BLACKBERRY SITE

DESIGN PHASE - 2 OCTOBER 2019

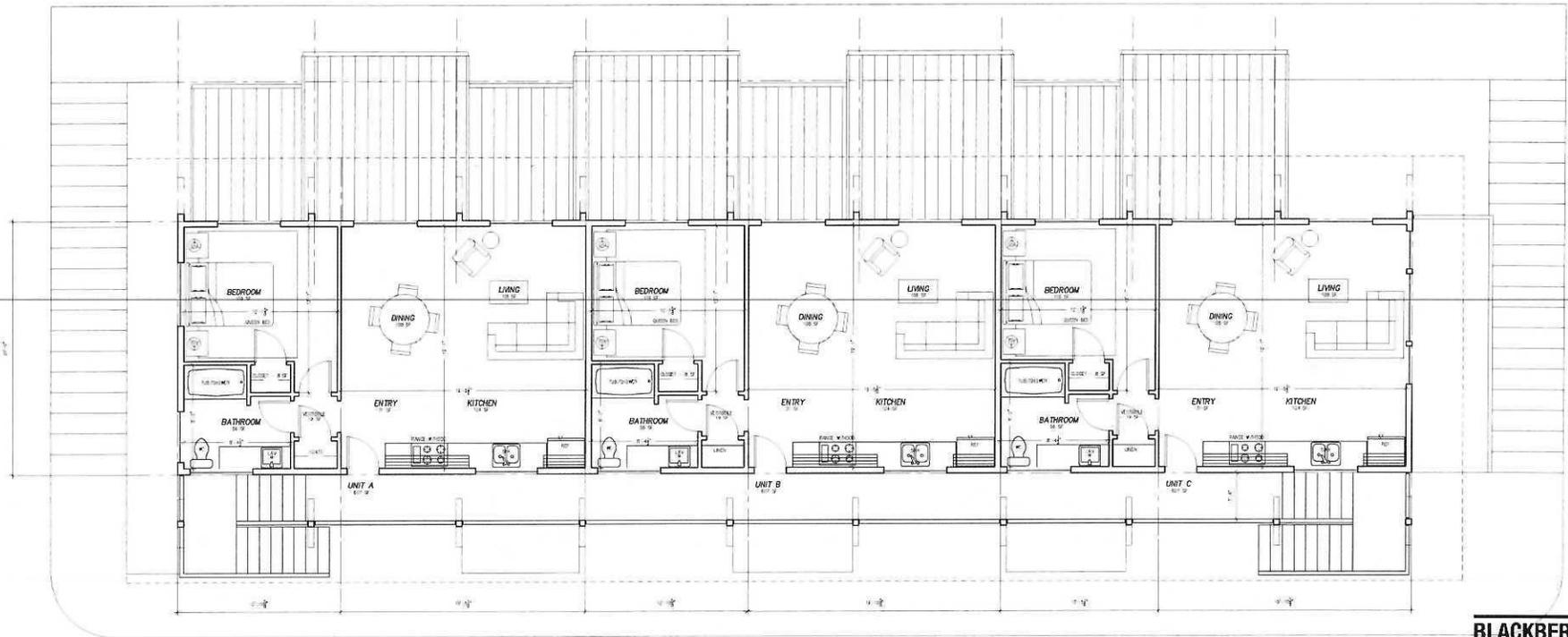
This map was produced using the Lincoln County GIS data. The GIS data is maintained by the county to support its governmental activities. The county is not responsible for map errors, omissions, misuse, or misinterpretation.

Last updated: February 2009



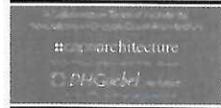
CONTEXTUAL SITE PLAN

0 0.5 Miles



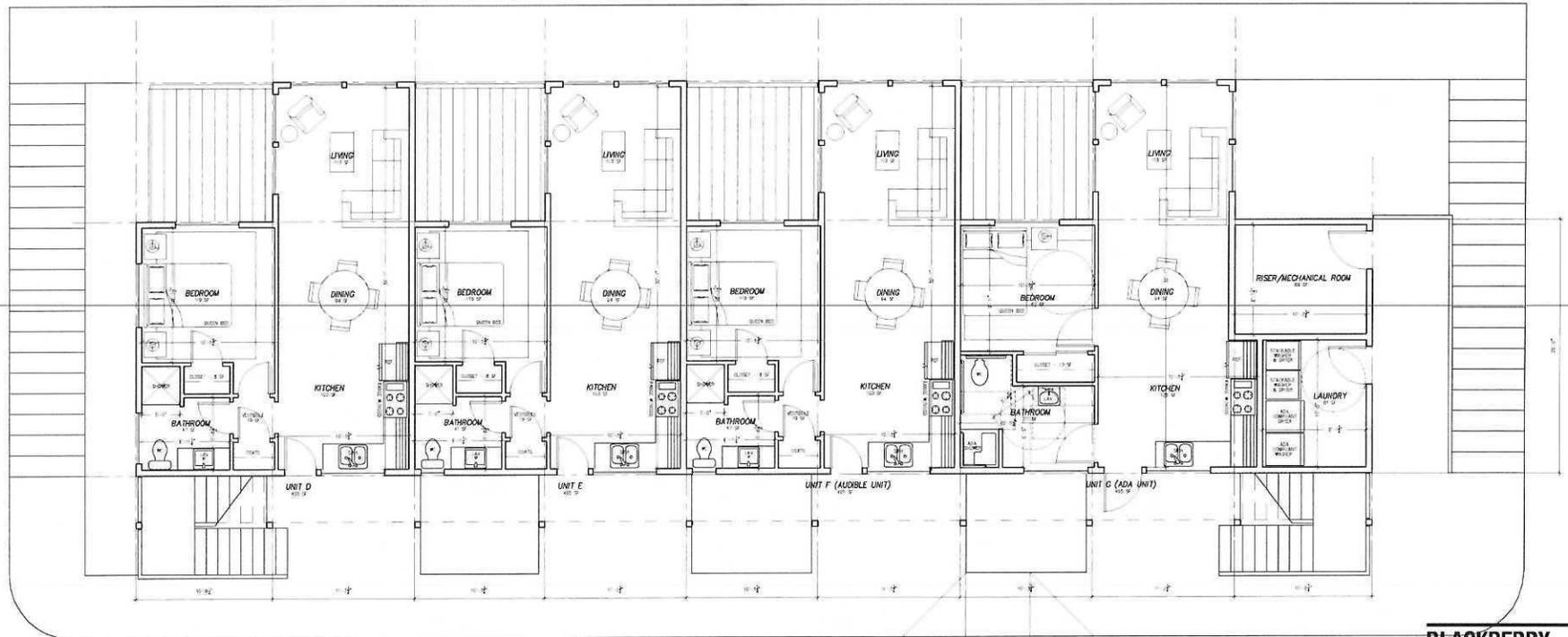
1 UPPER LEVEL FLOOR PLAN
A3-1

**BLACKBERRY
APARTMENTS**
TOLEDO, OREGON



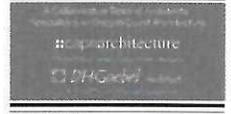
SCALE: 1/4" = 1'-0"
DATE: 10/02/19
ARCHITECT: Dustin J. Capri
PROJECT MANAGER:
DRAWN BY: Dustin J. Capri
CHECKED BY: Dustin J. Capri

A3-1



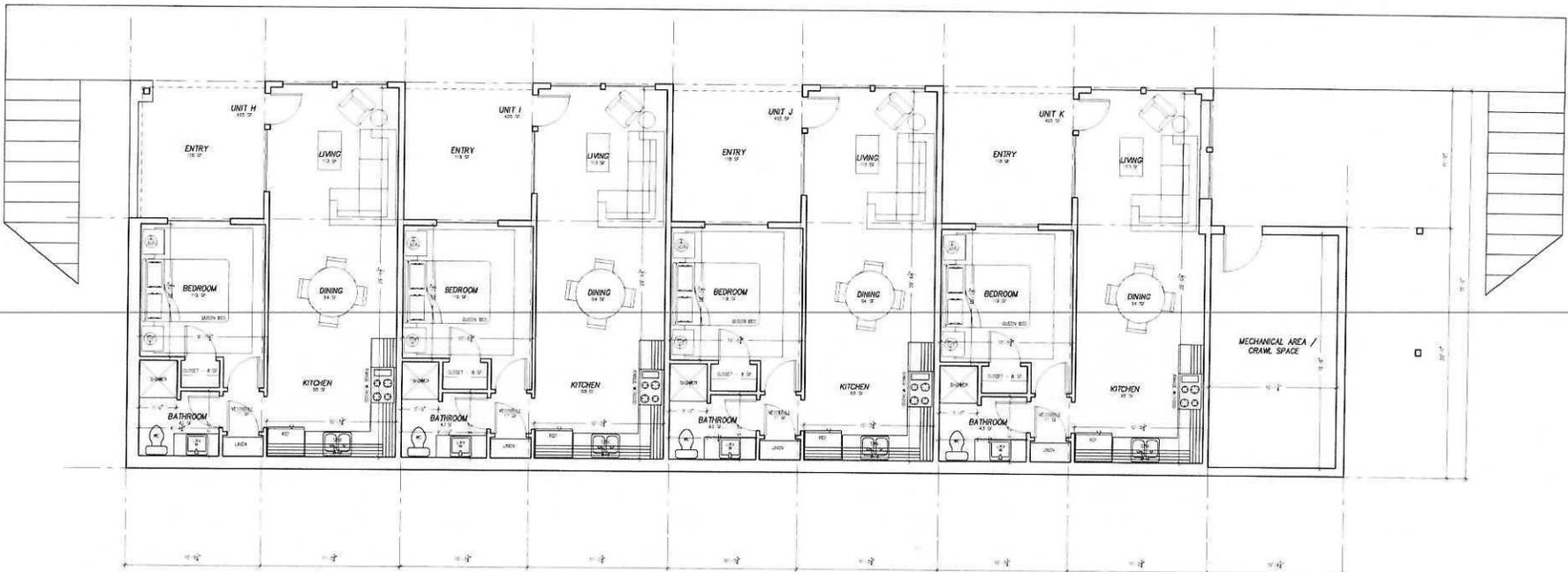
1 MAIN LEVEL FLOOR PLAN
A3-2

**BLACKBERRY
APARTMENTS**
TOLEDO, OREGON



SCALE 1/4" = 1'-0"
DATE 10/02/19
ARCHITECT Dustin J. Capri
PROJECT MANAGER:
DRAWN BY Dustin J. Capri
CHECKED BY Dustin J. Capri

A3-2



1 BASEMENT LEVEL FLOOR PLAN
A3-3

BLACKBERRY APARTMENTS
TOLEDO, OREGON

architecture
DHC

SCALE: 1/4" = 1'-0"

DATE: 10/02/19
ARCHITECT: Dustin J. Capri
PROJECT MANAGER:
DRAWN BY: Dustin J. Capri
CHECKED BY: Dustin J. Capri

A3-3



City of Toledo
Mayor and City Council
206 N. Main St
PO Box 220
Toledo, OR 97391

October 29, 2019

Oregon Housing and Community Services 725
Summer Street, NE, Suite B
Salem, OR 97301

To the OHCS Procurement Unit:

The Toledo City Council is pleased to not only support the proposal submitted by Northwest Coastal Housing (NWCH) in Lincoln County to acquire funding for development of the project, Blackberry Hill Apartments for Veterans in Toledo, Oregon, but it is our intent to provide funding commensurate with other partners here in Lincoln County. Lincoln County suffers from a diminished supply of affordable housing, leading to an increase of homelessness. Veterans are among those needing housing with supports to address the social determinants of health care.

The City of Toledo has been a collaborative partner with NWCH to identify and actively pursue funding for new development of much needed housing including collaborative efforts with the Permanent Supportive Housing Taskforce stakeholder group.

As a rural coastal county with limited traditional access to resources or capacity, this taskforce was developed to help reduce costs to our healthcare and public safety systems while building upstream, patient centered primary care home (PCPCH) capacity and diverting offenders/patients suffering from mental illness, addiction and trauma away from jail and hospital emergency departments. It also supports the priority of housing and homelessness as identified across systems including County Veterans Office, Community Services Consortium, County Health and Human Services, Samaritan Health Services, Lincoln County Sheriff, and InterCommunity Health Network CCO.

The Toledo City Council heartily endorses the main objectives of this proposal: the development of additional units for small rural communities and veterans. We value opportunities to be part of collaborative and inclusive approaches. Therefore, we offer to support NWCH efforts to embrace collective strategies for improving supportive housing options for Lincoln County.

Thank you for considering the NWCH Blackberry Hill proposal, and for the OHCS commitment to improving the housing system for underserved communities.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rod Cross", written over a white background.

Rod Cross
Mayor
City of Toledo



ROM PROPOSAL NWL#323 R5

ROM PROPOSAL BLACKBERRY APTS NWL#323 R5

Client: NW COASTAL HOUSII
 Attention: SHEILA STILEY
 Project: ROM PROPOSAL NWL#323 R5
 Location: TOLEDO, OR

Proposed Scope of Work

THIS IS A NON PREVAILING WAGE ROM PROPOSAL

10/5/2020

This Estimate Conforms to the Requirements of PDM Chapter 3.2 Section 3.2.02-N02.
 Ground Up Construction of an 11 Unit Apartment Complex - Based upon conceptual drawings provided by Capri Architecture Version 6 dated 10/15/19. Due to site constraints (sloped site) - the contractor has provided costing based upon assumption of using foundation walls for retainage in lieu of retaining walls.
 Proposal assumes MEP trades to provide design / build scopes of work.
 Lower Level Building Dimensions - 2,340sf
 Main Level Building Dimensions - 2,446sf
 Upper Level Building Dimensions - 1,948sf
 Roughly 31'x 98' Building Dimensions
 Lower Level and Main Level Units - 495sf interior usable dimensions
 Upper Units - 607sf interior usable dimensions
 Units are Drawn to Keep them under 500sf (to minimize parking requirements) and also based on 11'-12' grid. Should be straightforward with very minimal waste.
 New Fire Hydrant will be installed at a yet to be determined location, along with fire suppression located within the building. Allowance included is for connection within 100' of the new building.
 Solar Allowance **IS NOT INCLUDED** within Total Proposed ROM Project Costs.
 Final proposal to be provided post completion of construction documents. Contractor to work with the client, and design professionals in order to achieve a cost effective overall design.
 This proposal **DOES NOT INCLUDE** any allowance for Road Improvements at this time, as there is no information available regarding potential changes to the adjacent roads.
 This proposal **DOES NOT INCLUDE** any allowance for Permitting

PROPOSED LINE ITEM SCOPE	2019 PROPOSAL TOTALS	2020 LUMBER INCREASE	INFLATION 2020	INFLATION 2021
SECTION 01 - GENERAL CONDITIONS	\$ 163,694.80	\$ 163,694.80	\$ 171,879.54	\$ 180,473.52
SECTION 02 - EXISTING CONDITIONS / CIVIL / SITEWORK	\$ 40,020.00	\$ 40,020.00	\$ 42,021.00	\$ 44,122.05
SECTION 03 - CONCRETE	\$ 92,041.00	\$ 92,041.00	\$ 96,643.05	\$ 101,475.20
SECTION 06 - WOOD & WOOD FRAMING	\$ 196,364.80	\$ 327,339.00	\$ 343,705.95	\$ 360,891.25
LABOR COSTS THAT ARE INCLUDED WITHIN SECTION 06 - WOOD & WOOD FRAMING	\$ 65,390.00	\$ 65,390.00	\$ 68,659.50	\$ 72,092.48
LUMBER COSTS THAT ARE INCLUDED WITHIN SECTION 06 - WOOD & WOOD FRAMING	\$ 130,975.00	\$ 261,950.00	\$ 275,047.50	\$ 288,799.88
SECTION 07 - THERMAL & MOISTURE PROTECTION	\$ 33,350.00	\$ 33,350.00	\$ 35,017.50	\$ 36,768.38
SECTION 09 - FINISHES	\$ 188,519.37	\$ 188,519.37	\$ 197,945.34	\$ 207,842.61
SECTION 10 - SPECIALTIES	\$ 20,677.00	\$ 20,677.00	\$ 21,710.85	\$ 22,796.39
SECTION 11 - EQUIPMENT	\$ 16,500.00	\$ 16,500.00	\$ 17,325.00	\$ 18,191.25
SECTION 12 - FURNISHINGS	\$ 4,400.00	\$ 4,400.00	\$ 4,620.00	\$ 4,851.00
SECTION 21 - FIRE SUPPRESSION	\$ 66,700.00	\$ 66,700.00	\$ 70,035.00	\$ 73,536.75
SECTION 22 - PLUMBING	\$ 91,369.00	\$ 91,369.00	\$ 95,937.45	\$ 100,734.32
SECTION 23 - HVAC	\$ 41,323.00	\$ 41,323.00	\$ 43,389.15	\$ 45,558.61
SECTION 26 - ELECTRICAL	\$ 91,369.00	\$ 91,369.00	\$ 95,937.45	\$ 100,734.32
SECTION 31 - EARTHWORK	\$ 16,675.00	\$ 16,675.00	\$ 17,508.75	\$ 18,384.19
SECTION 32 - EXTERIOR IMPROVEMENTS	\$ 40,020.00	\$ 40,020.00	\$ 42,021.00	\$ 44,122.05
SECTION 33 - UTILITIES	\$ 13,340.00	\$ 13,340.00	\$ 14,007.00	\$ 14,707.35
SUBTOTAL CONSTRUCTION	\$ 1,116,362.97	\$ 1,247,337.17	\$ 1,309,704.03	\$ 1,375,189.23
CONTINGENCY	\$ 111,636.30	\$ 124,733.71	\$ 130,970.40	\$ 137,518.92
FEE	\$ 167,454.45	\$ 187,100.58	\$ 196,455.60	\$ 206,278.38
PL & PD INSURANCE	\$ 10,047.27	\$ 11,226.03	\$ 11,787.34	\$ 12,376.70
B&O TAX	\$ 6,619.91	\$ 7,396.57	\$ 7,766.40	\$ 8,154.72
TOTAL PROPOSED PROJECT COSTS	\$ 1,412,120.71	\$ 1,577,794.06	\$ 1,656,683.77	\$ 1,739,517.96
PERCENTAGE OF PRICE INCREASE FROM 2019 PROPOSAL TOTAL	0%	11%	17%	23%

**TOLEDO BUDGET COMMITTEE
REGULAR MEETING**

6:00 p.m.
May 18, 2020

1. CALL TO ORDER

Chairperson Gerttula called the meeting to order at 6:03 p.m.

Present	Absent	
X		Gregg Harrison
X		Heather Jukich
X		Larry Davis
X		Betty Kamikawa
X		Karen Gerttula
	X	Bill Dalbey
X		Jim Chambers
X		Jackie Kauffman
X		Stu Strom
X		Polly Chavarria
X		Joshua Smith
X		Randy Getman
X		Tracy Mix
X		Rod Cross

Staff present: City Manager (CM) Judy Richter, Public Works Director (PWD) Bill Zuspan, Police Chief (PC) Michael Pace, Library Director (LD) Deborah Trusty, Fire Chief (IFC) Larry Robeson, Co-Fire Chief (IFC) Dave Inman, Co-Fire Chief Joe Ammons, City Recorder Lisa Figueroa, City Attorney (CA) David Robinson, Accounting Supervisor Cindy Olivieri

Visitors present: Nancy Bryant, Craig Lash

2. CONTINUE REVIEW/DISCUSSION OF THE PROPOSED BUDGET

Chair Gerttula directed the Committee to page 71 to continue the review of the proposed budget. There was discussion in regards to completing the capital projects in the next fiscal year. The Committee proceeded through the budget.

Page 86: Chair Gerttula noted there is a proposed increase to the Materials & Services. CM Richter clarified the City Council has discussed a program to provide loans for small businesses and she believed the funding would be appropriated from that expenditure, but she has not designated a line item number for it.

Page 91: There was discussion as to whether this fund could be used to develop paths along Sturdevant Road for the "Safe Routes to School" program. Member Chambers stated for the record the bike path and the foot path is approximately 1% of the total gas tax.

Page 93: Member Chavarria expressed concern because the grants and Petroleum Trust line items were not appropriated as in previous years. After further discussion, Chair Gerttula indicated Member Chavarria could propose a motion when the Committee comes back to this page.

Page 95: There was discussion in regards to the Public Safety Building. The Committee deliberated about whether it should be in the budget for the next fiscal year.

The Committee recessed for a short break at 7:05 p.m. and reconvened at 7:12 p.m.

1
2 Chair Gerttula directed the Committee to the beginning of the budget (Page 19). CM Richter said she
3 distributed an amended General Fund by e-mail to the Committee and she summarized the changes.
4

5 **Motion** – Member Harrison moved to adopt the General Fund amendments. Member Mix seconded the
6 motion. CM Richter asked if someone would re-allocate \$28,500 from the Systems line item to the Transfer
7 to General Reserve.
8

9 **Amendment Motion** – Member Cross moved to transfer \$28,500 from line item #001-400-620520;
10 Systems and transfer it to the line item #001-400-631600; Transfer to the General Reserve. Member Mix
11 seconded the motion and it carried as follows:
12

AYE	NAY	ABSTAIN	ABSENT
Gregg Harrison			
Heather Jukich			
Larry Davis			
Betty Kamikawa			
Karen Gerttula			
			Bill Dalbey
Jim Chambers			
Jackie Kauffman			
Stu Strom			
Polly Chavarria			
Joshua Smith			
Randy Getman			
Tracy Mix			
Rod Cross			

13
14 Chair Gerttula took a roll call on the original motion to approve the General Fund amendments and the
15 motion carried as follows:
16

AYE	NAY	ABSTAIN	ABSENT
Gregg Harrison			
Heather Jukich			
Larry Davis			
Betty Kamikawa			
Karen Gerttula			
			Bill Dalbey
Jim Chambers			
Jackie Kauffman			
Stu Strom			
Polly Chavarria			
Joshua Smith			
Randy Getman			
Tracy Mix			
Rod Cross			

17
18

1 **Motion** – Member Chavarria moved to decrease line item #001-000-400400; Interest by \$10,000 and then
 2 offset the entry under Library Expenditures; line item #001-700-620500; Equipment on page 6, which is a
 3 duplicate. Member Davis seconded the motion and it carried as follows:
 4

AYE	NAY	ABSTAIN	ABSENT
Gregg Harrison			
Heather Jukich			
Larry Davis			
Betty Kamikawa			
Karen Gerttula			
			Bill Dalbey
Jim Chambers			
Jackie Kauffman			
Stu Strom			
Polly Chavarria			
Joshua Smith			
Randy Getman			
Tracy Mix			
Rod Cross			

5
 6 The Committee continued through the budget.

7
 8 **Motion** – Member Chavarria moved to remove paving the city shops from the budget (page 38).
 9 Member Davis seconded the motion and it carried as follows:
 10

AYE	NAY	ABSTAIN	ABSENT
Gregg Harrison			
Heather Jukich			
Larry Davis			
Betty Kamikawa			
Karen Gerttula			
			Bill Dalbey
Jim Chambers			
Jackie Kauffman			
	Stu Strom		
Polly Chavarria			
Joshua Smith			
Randy Getman			
Tracy Mix			
Rod Cross			

11
 12 **Motion** – Member Cross moved to increase line item #036-000-401000; General Reserve Fund by \$28,500
 13 and increase line item #036-360-628000; Police Department Equipment by \$28,500. Member Davis
 14 seconded the motion and the motion carried as follows:
 15

AYE	NAY	ABSTAIN	ABSENT
Gregg Harrison			
Heather Jukich			
Larry Davis			
Betty Kamikawa			

Karen Gerttula			
			Bill Dalbey
Jim Chambers			
Jackie Kauffman			
Stu Strom			
Polly Chavarria			
Joshua Smith			
Randy Getman			
Tracy Mix			
Rod Cross			

1
2 Page 49: **Motion** – Member Chavarria moved to not do the command vehicle out of the General Fund
3 Reserve. Member Mix seconded the motion and the motion carried as follows:
4

AYE	NAY	ABSTAIN	ABSENT
Gregg Harrison			
Heather Jukich			
Larry Davis			
Betty Kamikawa			
Karen Gerttula			
			Bill Dalbey
Jim Chambers			
Jackie Kauffman			
	Stu Strom		
Polly Chavarria			
Joshua Smith			
Randy Getman			
Tracy Mix			
Rod Cross			

5
6 There was discussion about the General Fund and Member Chavarria expressed concern in regards to the
7 increased expenses and the beginning balance of the budget. Member Cross responded there is not much
8 more to cut from the General Fund and said he believed the Department Directors cut as much as possible
9 where they could. CM Richter indicated staff would review the budget on a regular basis with the City
10 Council and assured the Committee staff would make adjustments as needed, which may include decreasing
11 additional expenses.
12

13 **3. PUBLIC HEARING**

14 There were no comments.
15

16 **4. PUBLIC COMMENT ON THE PROPOSED FISCAL YEAR 2019-2020 BUDGET**

17 There were no comments.
18

19 **5. ADJOURNMENT**

20 The meeting adjourned at 8:52 p.m.
21

22 Respectfully Submitted,
23
24 _____
25

**TOLEDO BUDGET COMMITTEE
REGULAR MEETING
May 21, 2020
6:00 p.m.**

1. CALL TO ORDER

Chairperson Gerttula called the meeting to order at 6:10 p.m.

Present	Absent	
X	X	Gregg Harrison
X		Heather Jukich
X		Larry Davis
X		Betty Kamikawa
X		Karen Gerttula
	X	Bill Dalbey
X		Jim Chambers
X		Jackie Kauffman
	X	Stu Strom
X		Polly Chavarria
X		Joshua Smith
X		Randy Getman
X		Tracy Mix
	X	Rod Cross

Staff present: City Manager (CM) Judy Richter, Public Works Director (PWD) Bill Zuspan, Police Chief (PC) Michael Pace, Library Director (LD) Deborah Trusty, Interim Co-Fire Chief (IFC) Larry Robeson, Interim Co-Fire Chief (IFC) Dave Inman, City Recorder Lisa Figueroa and City Attorney (CA) David Robinson, Officer Michael Henderson, Sergeant Aaron Pitcher, Dispatcher Katie Pimentel, Officer Matthew McCandless

Visitors present: Craig Lash, Nancy Bryant,

2. APPROVAL OF MINUTES

Consider minutes from the meeting held May 14, 2020

Member Chambers noted Page 2, Line 31 should say, "...county jurisdiction..." and Page 3, Lines 10-11 has repeated language. Chair Gerttula noted the date is not included on the minutes.

Motion – Member Chambers moved to approve the Minutes from the meeting held May 14, 2020 as amended. Member Mix seconded the motion and it carried as follows:

AYE	NAY	ABSTAIN	ABSENT
			Gregg Harrison
			Heather Jukich
			Larry Davis
			Betty Kamikawa
			Karen Gerttula
			Bill Dalbey
			Jim Chambers
			Jackie Kauffman
			Stu Strom

Polly Chavarria			
Joshua Smith			
Randy Getman			
Tracy Mix			
Rod Cross			

1
2 *Member Cross arrived at 6:20 p.m.*

3
4 **3. PUBLIC COMMENT**

5 CR Figueroa noted there are several officers in attendance. Dispatcher Katie Pimentel read from a prepared
6 statement (included into the archived record) on behalf of several City dispatchers. The letter stated
7 concerns from the dispatchers about the lack security of the current building and the plans for the new
8 building to enhance security for staff. There was discussion about the improvements to the new public
9 safety building being put on hold in the next fiscal year. Several Committee Members expressed concern
10 in regards to whether the City has enough revenue sources to cover the proposed expenses in the next fiscal
11 year.

12
13 The Committee recessed at 7:05 p.m. and reconvened at 7:15 p.m.

14
15 **4. CONTINUE REVIEW/DISCUSSION OF THE PROPOSED BUDGET**

16 Chair Gerttula proceeded through the budget.

17
18 **Motion** – Member Cross moved to close the Water Construction Fund to zero and move the balance to the
19 Water Reserve Fund. Member Davis seconded the motion. There was discussion about the transfer and
20 following discussion, Member Cross withdrew his motion.

21
22 Member Chavarria moved to close the Water Construction fund to zero upon purchasing a Backwash Moto
23 and Pump and applying the rest of the balance to the Water Reserve Fund. Member Kauffman seconded
24 the motion and it carried as follows:

25

AYE	NAY	ABSTAIN	ABSENT
			Gregg Harrison
Heather Jukich			
Larry Davis			
Betty Kamikawa			
Karen Gerttula			
			Bill Dalbey
Jim Chambers			
Jackie Kauffman			
			Stu Strom
Polly Chavarria			
Joshua Smith			
Randy Getman			
Tracy Mix			
Rod Cross			

26
27 *Member Strom arrived at 7:35 p.m.*

28
29 Page 93: There was discussion about the potential for grants such as Safe Routes to School under the
30 Planning Grants line item.

1 **Motion** – Member Chavarria moved to increase line item #065-650-605270; Planning Grants to \$75,000,
 2 return line item #065-650-625350; Petroleum Trust to \$38,000 and balance grants to \$1,504. Member Mix
 3 seconded the motion and the motion carried as follows:
 4

AYE	NAY	ABSTAIN	ABSENT
			Gregg Harrison
Heather Jukich			
Larry Davis			
Betty Kamikawa			
Karen Gerttula			
			Bill Dalbey
Jim Chambers			
Jackie Kauffman			
Stu Strom			
Polly Chavarria			
Joshua Smith			
Randy Getman			
Tracy Mix			
Rod Cross			

5
 6 **5. PUBLIC HEARING REGARDING PROPOSED FISCAL YEAR 2020-2021 BUDGET AND**
 7 **STATE SHARED REVENUES**

8 Chair Gerttula opened the Public Hearing at 7:48 p.m. and opened the floor for public comment.
 9

10 After hearing no comments, Chair Gerttula closed the Public Hearing at 7:49 p.m.
 11

12 **6. BUDGET APPROVAL**

13 CM Richter provided the final budget number of \$25,905,043.00.
 14

15 **Motion** – Member Cross moved to approve the budget as amended by the Budget Committee for Fiscal
 16 year 2020-2021 in the amount of \$\$25,905,043.00, approve a tax rate of \$5.18 per \$1,000 of assessed value,
 17 \$172,600 in bonded debt and accept the state revenue sharing. Member Smith seconded the motion and the
 18 motion failed to carry as follows:
 19

AYE	NAY	ABSTAIN	ABSENT
			Gregg Harrison
	Heather Jukich		
	Larry Davis		
Betty Kamikawa			
	Karen Gerttula		
			Bill Dalbey
Jim Chambers			
Jackie Kauffman			
Stu Strom			
	Polly Chavarria		
Joshua Smith			
Randy Getman			
	Tracy Mix		
Rod Cross			

1 The Committee discussed whether someone would change their vote.

2

3 **Motion** – Member Smith moved to approve the budget as amended by the Budget Committee for Fiscal
4 year 2020-2021 in the amount of \$\$25,905,043.00, approve a tax rate of \$5.18 per \$1,000 of assessed value,
5 \$172,600 in bonded debt and accept the state revenue sharing. Member Cross seconded the motion and the
6 motion carried as follows:
7

AYE	NAY	ABSTAIN	ABSENT
			Gregg Harrison
	Heather Jukich		
	Larry Davis		
Betty Kamikawa			
	Karen Gerttula		
			Bill Dalbey
Jim Chambers			
Jackie Kauffman			
Stu Strom			
	Polly Chavarria		
Joshua Smith			
Randy Getman			
Tracy Mix			
Rod Cross			

8

9 **7. ADJOURNMENT**

10 The meeting adjourned at 8:53 p.m.

11

12 Respectfully Submitted,

13

14

15

16 _____
City Recorder Lisa Figueroa

17

TOLEDO CITY COUNCIL
REGULAR MEETING
September 16, 2020
6:00 p.m.

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:00 p.m.

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

Staff present: City Manager (CM) Judy Richter, City Recorder (CR) Lisa Figueroa, Police Chief (PC) Michael Pace, Public Works Director (PWD) Bill Zuspan, City Attorney (CA) David Robinson

Visitors present: Craig Lash, Adam Denlinger, Suzanne de Szoeki, Alexandria Scott

2. PRESENTATIONS

Mid-Coast Conservation Consortium Report

Seal Rock Water District General Manager Adam Denlinger, Water Resources Consultant Suzanne de Szoeki and Local Planning Coordinator Alexandria Scott addressed the City Council. Ms. De Szoeki referred to the information included in the meeting packet and provided background information about the organization including the scope of work. She indicated from April 2019 through April of 2020, they [Consortium] spoke with numerous organizations to discuss on-going water conservation, outreach and mutual aid. She noted the consortium would be able to complete tasks on behalf of the City. She said initial fees would include establishing the consortium, branding, website, developing a strategic plan, etc. and reviewed the fees included in the packet, which would require Toledo to pay approximately \$1,500. There was discussion about the services that would be provided and a consensus of the Council expressed interest in the consortium.

Ms. Scott provided an update on the Mid-Coast Water Planning Partnership. She said their objective is to develop a collaborative integrated water planning effort that examines in stream and out of stream water needs while maintaining ecosystem health. She said there are 70 partners and membership does not cost anything. She reviewed the goals and their timeline. Mr. Denlinger noted both of the organizations outreach to special interest groups such as the Oregon Water Resources Department.

1 **Police Department presentation**

2 PC Pace provided a report in regards to his department's employees. He said the dispatch center
3 consists of six dispatchers and described each of dispatchers in the department including their
4 hobbies and volunteer work in the community. He reported the patrol division includes four patrol
5 officers, one detective, one sergeant and one police chief and explained their duties. He described
6 each of the employees within the patrol division including their hobbies and volunteer service.
7

8 **3. VISITORS/PUBLIC COMMENT**

9 There were no comments.

10
11 **4. CONSENT AGENDA**

12 **Consider approval of Minutes from the Work Session held August 26, 2020**

13
14 **Motion** – It was moved and seconded (Strom/Smith) to approve the Consent Agenda as presented
15 and the motion carried unanimously.

16
17 **5. DISCUSSION**

18 **Review City Council rules**

19 CA Robinson provided the council report and noted the council rules were brought back for review
20 before adoption by the Council. He noted he will include a point of order section, which will
21 outline who can interject in a meeting when parliamentary procedures are not being followed.
22 There was discussion about censuring and the process to remove a member from the Council. It
23 was noted that Council members should forward any additional notes to the rules to CR Figueroa
24 for final amendments and then the rules could be brought back to the Council in October for
25 adoption.
26

27 **6. DECISION ITEMS**

28 There were no items for review.
29

30 **7. REPORTS AND COMMENTS**

31 CM Richter said she received three applications for the small business grants and staff has reached
32 out to businesses to apply. She said the deadline has been extended to receive more applications.
33

34 Mayor Cross said the Oregon Cascades West Council of Governments (COG) will meet this month
35 to introduce COG's new executive director. He noted the Mid-Coast Planning Partnership will
36 meet on September 29.
37

38 PWD Zuspan said staff cleared the Wastewater Treatment Plant drying beds and the hauling costs
39 were less than anticipated. He said the Nye Street slip-liner project was completed, which fulfills
40 all the Priority 1 projects within the Mutual Agreement and Order.
41

42 PC Pace said the donation center was relocated to Newport today. He reported the dispatch center
43 will be relocated into their conference room temporarily while the new dispatch stations get
44 installed.
45

1 CA Robinson said there has been an increase in complaints regarding abandoned vehicles and the
2 Code Enforcement division is investigating the complaints.

3
4 Councilor Kamikawa said she met with Timber Unity and noted it was a good meeting. She
5 indicated the organizations involved have the community's interest as a priority and said there will
6 be another meeting on October 5.

7
8 Councilor Strom expressed concern in regards to people who have lost their homes in the recent
9 fires.

10
11 Councilor Dalbey expressed gratitude on how quickly the Toledo community responded to the
12 needs of others in Lincoln County.

13
14 Mayor Cross commended CM Richter and the rest of staff for their quick response in setting up
15 several evacuation sites within the City including the establishment of the Donation Center.

16
17 **8. ADJOURNMENT**

18 The meeting adjourned at 7:48 p.m.

19
20 ATTEST:

APPROVE:

21
22
23
24 _____
City Recorder Lisa Figueroa

Mayor Rod Cross

TOLEDO CITY COUNCIL
WORK SESSION
September 23, 2020
6:00 p.m.

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:00 p.m.

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

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, Contract Planner (CP) Justin Peterson, Planning Assistant, Arlene Inukai

Planning Commission: Todd Michels, Rob Duprau

Visitors present: Craig Lash

2. JOINT WORK SESSION WITH THE PLANNING COMMISSION

CP Peterson provided an update to the Council and indicated Mayor Cross met with the Planning Commission. He said Mayor Cross presented direction to the Planning Commission for projects such as a buildable lands inventory, housing needs analysis and a review of the Toledo Municipal Code and other housing standards.

Planning Commissioner Terri Neiman arrived at 6:14 p.m.

CP Peterson noted Toledo has two residential zones; RS [Single-Family Residential and RG [General Residential] and some housing is available within commercial zones but it must meet the criteria. He referenced the information (housing standards) in the Council packet. He reviewed the permitted uses within the existing standards. He presented a copy of the housing strategy plan report developed by Lincoln County, which includes potential code amendments such as adopting standards for cottage cluster housing and permissible uses within certain residential zones. He answered clarification questions from Council in regards to the Code and parking. He indicated stick built homes less than 1,000-foot are not permitted within the RS zone and noted amendments to the Code may provide flexibility to provide smaller houses or lots. CP Peterson provided examples of cottage cluster housing, which are more community oriented and have a minimum lot size of 10,000 square feet because there are multiple homes on the lot. There was discussion in regards to possible options such as smaller house footprints and/or smaller lots.

1 *Planning Commissioner Geoff Wilkie arrived at 6:41 p.m.*
2

3 CP Peterson provided an aerial example of lots within the two zones in the city. He indicated if
4 the city were to reduce the lot size, it could allow for the partitioning of lots to create additional
5 housing. Several Council members expressed interest in pursuing various options for consideration
6 when amending standards. CP Peterson reviewed the differences between commercial and
7 residential accessory dwelling units.
8

9 CP Peterson said there is a grant available through the League of Oregon Cities (LOC) for housing
10 related on the coast, which is due October 16 and indicated he would bring back a request to the
11 Council for approval. He noted he started the process to assess the buildable land inventory. He
12 said the City submitted the Safe Routes to School grant and any notifications would be provided
13 as early as October.
14

15 CP Peterson presented information in regards to the Sign Code. He indicated the Planning
16 Commission began with the LOC's model sign code but felt it was cumbersome and long. He said
17 the current draft was included in the packet. CA Robinson summarized legalities in sign codes and
18 indicated the City can only regulate time, place and manner in regards to signs. He explained the
19 signage formula, which designates a percentage of the total allowable signage area. There was
20 discussion about allowable area versus the number of signs and exemptions to the sign code such
21 as murals. Further discussion inquired whether standards should be included that regulate non-
22 conforming signs once they are damaged or replaced. There was an inquiry in regards to whether
23 the City could separate regulations for signs advertising commercial establishments.
24

25 CA Robinson notified the Council that someone purchased property located within the commercial
26 zone, which was also in wetlands and floodplain. He said they were building a house but did not
27 obtain any permits for the structure. He indicated CP Peterson sent the property owner a letter
28 outlining the permitting process and change of use regulations early on as they were building, but
29 now they are near completion. He said staff was in a meeting with the state via Zoom in regards
30 to the situation.
31

32 **VISITORS/PUBLIC COMMENT**

33 There were no comments.
34

35 **CONSENT AGENDA**

36 **Consider approval of Minutes from the Regular Meeting held September 2, 2020**

37

38 **Motion** – It was moved and seconded (Smith/Kamikawa) to approve the Consent Agenda as
39 presented and the motion carried six to one with Councilor Jukich opposed.
40

41 **DISCUSSION**

42 **Lincoln County Solid Waste Priority Discussion**

43 CR Figueroa presented the council report and indicated this is a follow up to a previous
44 presentation by the Lincoln County Solid Waste District Manager.
45

1 The Council discussed possible priorities and CR Figueroa summarized the priorities to forward
2 to the Lincoln County Solid Waste Division:
3

- 4 • Recycling
 - 5 ○ Where to recycle (Dahl, Thompson's and N. Lincoln all handle different materials)
 - 6 ○ How to deal with recycling locally
 - 7 ○ Find more ways to recycle more items
 - 8 ○ More in-depth education on recycling (uniformity/practices amongst three
 - 9 companies listed above)
 - 10 ○ Addressing the wishful recycler
 - 11 ○ Develop business 'green' practices and standards program to promote ecotourism
 - 12 & recycling and certify businesses who are 'green' and reduce their carbon
 - 13 footprint (similar to Marion County's Earthwise program)
 - 14 ○ Organic waste education - is this offered by all disposal services?
 - 15 ○ Promote reuse and create a trade/swap/freecycle event where people trade and not
 - 16 sell
- 17 • Education on what to do in the event your house burns down and information on how/where
- 18 hazardous materials need to be disposed (e.g. asbestos)
19

20 **Request for Agency comments from the Lincoln County Department of Planning and** 21 **Development**

22 CM Richter said Lincoln County received a Conditional Use Permit from Georgia-Pacific (GP)
23 Mill to modify their existing wastewater sludge ponds. She indicated if the Council has any
24 comments, staff will forward those comments to Lincoln County. She noted they are decreasing
25 the size of the ponds and increasing the size of the drying beds and Mayor Cross clarified GP is
26 requesting to adjust the boundaries of their landfill area. After further discussion, several Council
27 members expressed concern in regards to the property and outlining areas being affected by an
28 emergency event.
29

30 **Project List Update**

31 CM Richter summarized the council report and indicated the spreadsheet [included in the packet]
32 lists every capital improvement project. She said it also lists the managing department, budget,
33 beginning and completed date. She noted she plans to provide a copy of it to the Council on a
34 quarterly basis. Staff answered clarification questions and indicated they would prepare comments
35 to forward to the Lincoln County Planning Department.
36

37 **Committee updates**

38 CP Smith asked Councilor Dalbey if he could attend the Cascades West Area Commission on
39 Transportation meeting tomorrow afternoon because he could not attend and Councilor Dalbey
40 agreed.
41

42 Mayor Cross noted the Contribution Committee will meet tomorrow to review the first round of
43 small business grant applications. CM Richter noted the City has received approximately 13
44 applications.
45
46

1 **6. DECISION ITEMS**

2 **Authorize expenditure of \$17,450 to install fire water supply line to 208 S. Main Street**

3 PWD Zuspan provided the council report and noted the Fire Marshall suggested the City connect
4 the line into the system in that building. There was discussion about the monthly fee and the
5 code/fire safety requirements.

6
7 **Motion** – It was moved and seconded (Kauffman/Smith) to authorize an expenditure of \$17,450
8 to install fire water supply line to 208 S. Main Street and the motion carried unanimously.

9
10 **7. REPORTS AND COMMENTS**

11 CR Figueroa updated the Council on the school supplies giveaway. She said it was a huge success,
12 staff gave away over 150 bags of school supplies and thanked the community and businesses who
13 donated to the giveaway.

14
15 CM Richter reported the management team has been in virtual training at the International
16 City/County Management Association. She said as the County moves into Phase 2, she plans to
17 open City Hall as of October 1 and then she and LD Trusty will discuss a plan to open the library.
18 She noted she and CA Robinson have been working on the agreement with Seal Rock Water
19 District.

20
21 The Council reviewed a list of departments they would like to hear from in their joint meeting with
22 the Lincoln County Board of Commissioners, which included Health & Human Services, Planning
23 Department (buildable lands inventory) and the Cooperative Extension Service. They also stated
24 they would like to hear updates on the animal shelter, winter shelter for the homeless, county
25 commons, details of the budget and what are they going to do to help businesses as they move into
26 Phase 2.

27
28 Councilor Strom expressed concern in regards to the lack of communication to the communities
29 during the recent fires and evacuations. He commented the public did not know where to get
30 information. Councilor Dalbey and Mayor Cross concurred with Councilor Strom.

31
32 Mayor Cross commented on a process called high temperature water catalyst, which uses water at
33 high pressure/temperatures to break down organic matter. He indicated he was approached as a
34 possible pilot project for a large scale municipal/industrial system in Toledo. He said this system
35 could cost approximately \$1.5 million versus \$14 million for a normal incinerator plant. He said
36 he will report more information to the Council in the future.

37
38 **8. ADJOURNMENT**

39 The meeting adjourned at 9:28 p.m.

40
41 ATTEST:

APPROVE:

42
43 _____
44 City Recorder Lisa Figueroa

Mayor Rod Cross

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	October 21, 2020	Request for the City of Toledo to initiate a street vacation application for SE Alder Street
Council Goal:	Agenda Type:	
Not Applicable	Discussion and Information	
Prepared by:	Reviewed by:	Approved by:
City Manager J. Richter	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Consider a request from Rick Prest of Pacific Inland Holdings LLC for the City of Toledo to initiate a partial street vacation of SE Alder Street, south of the SE Alder Street/SE 4th Street intersection. If Council votes to initiate the vacation process, staff recommends that applicant pay the application fee of \$700.

Background:

At the October 7, 2020 Council meeting, Rick Prest presented a request asking for the City to initiate an application for a partial street vacation of the SE Alder Street right-of-way (see attached letter and map).

Typically, an applicant or property owner can follow ORS 271.080 (Vacation in incorporated cities; petition; consent of property owners). Within the application, the applicant provides signed consent forms from abutting property owners and signature sheets from 2/3 of the property owners within the affected area. The application fee for a street vacation is \$700.

ORS 271.130 (Vacation on city governing body's own motion; appeal) provides the process for the City to vacate a street without having to obtain petitions or consent of property owners. Public hearing and posting/publishing notices are still required for a street vacation.

Once the vacation request is accepted (from the City or from the property owner), City staff will schedule two public hearings (Planning Commission and City Council), prepare the notice for property owners/public agencies, publish the notice four times in the local newspaper, post a notice at the street, and prepare/distribute/present the staff report at the hearings. If approved, the ordinance must be recorded with the County Clerk, fees paid by the petitioner.

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

Attachment:

1. Pacific Inland Holding LLC Letter and Map
2. ORS 271
3. Prest Street Vacation Packet

Pacific Inland Holdings LLC
Rick Prest – John Lee, Members
POB 250
South Beach OR 97366

October 1, 2020

City of Toledo Oregon
Planning Department/City Council
206 N Main St
Toledo OR 97391

RE: Request for City of Toledo to initiate a partial street vacation for SE 4th and SE Alder Streets

We currently own tax lot 8000, and just recently purchased tax lot 9700 as shown on the attached map. Tax lot 8000 contains 3 duplexes used for residential rentals; access is from SE Alder Street. Tax lot 9700 is vacant land, zoned Light Industrial. Our intention for this tax lot is to eventually construct a storage building, compliant with zoning requirements, in the area on the map designated by the "3". Access to this tax lot is via SE Butler Bridge Road. Both tax lots consist of prior street vacations from SE 4th and Alder Streets.

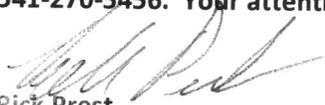
We are respectfully requesting that the City of Toledo initiate a street vacation under ORS 271.130, vacating an approximately 40' by 120' area of SE 4th and Alder Streets directly east of tax lot 9700, as well as an area approximately 20' by 20' adjacent to tax lot 8000. The area adjoining tax lot 8000 is remaining from previous street vacations.

As shown on the map, the topography of SE 4th and Alder streets in the area of tax lot 9700 is steep. The only buildable portion of tax lot 9700 is in the SE corner in the area designated as "3" and as a result only a small, approximately 1000 sq ft, storage building could be constructed. A street vacation directly east of tax lot 9700 would accommodate a larger building area of approximately 2500 sq ft.

The topography of the 40' easterly portion of SE Alder, south of SE 4th is much less steep and currently has a gravel roadway. Access to tax lot 9900 is currently served via the east 40' of SE Alder Street. Access to tax lot 10501 is currently via SE Butler Bridge Road and Railroad Street but could also be accessed via the east 40' of SE Alder Street. This tax lot also borders SE Beech Street to the east. Tax lots 10600 and 10500 are served via SE Butler Bridge Road and Railroad Street.

The only known utilities in the area are a power/cable pole owned by the current cable company and a City of Toledo water main which crosses the north portion of tax lot 9700. There appears to be no current easement for the water main on tax lot 9700. We are, however, agreeable with or without this street vacation, to providing an easement.

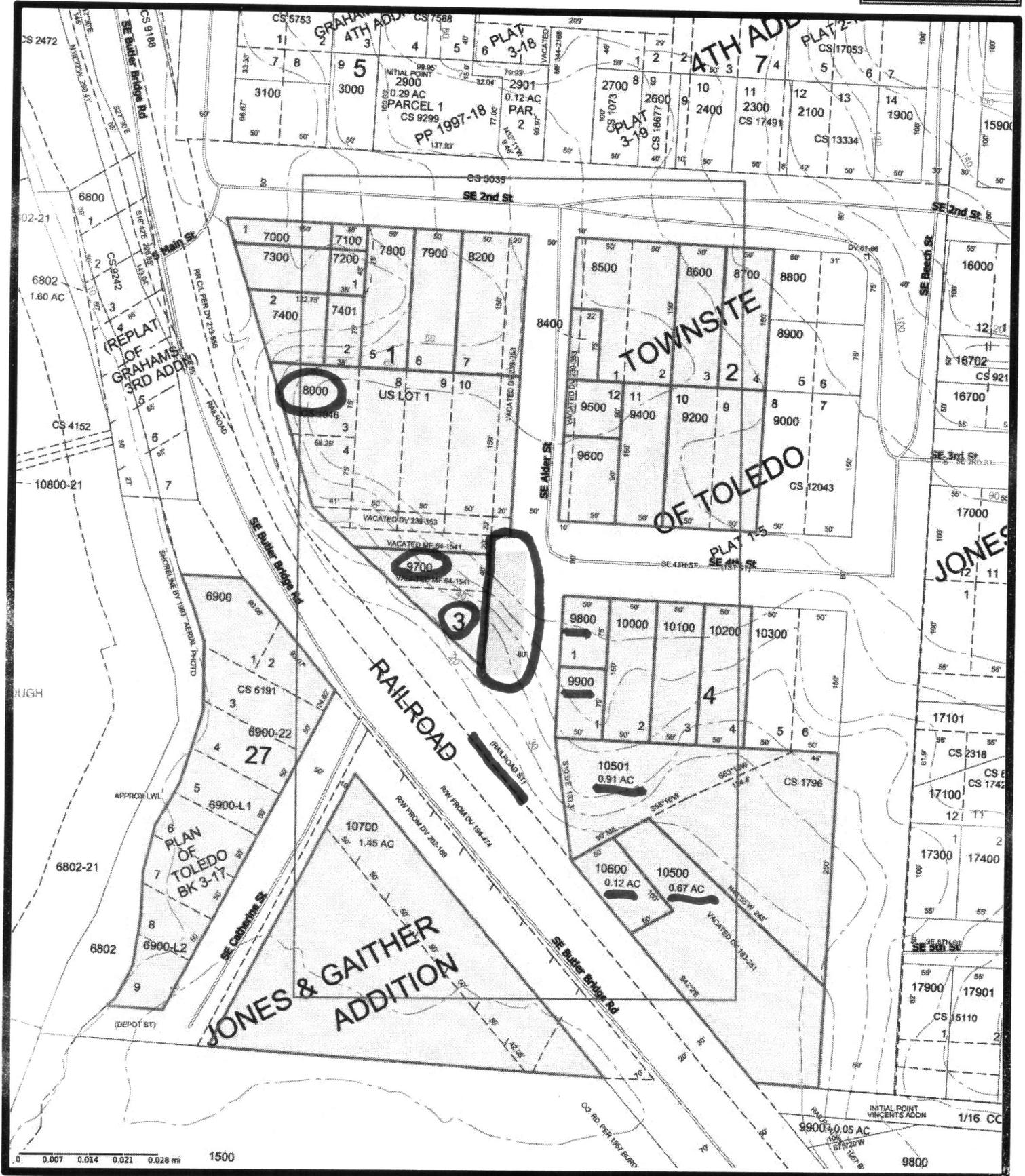
If you have any questions regarding this street vacation request, I can be reached at the address above or via phone at 541-270-5456. Your attention to this matter is most appreciated.


Rick Prest

Pacific Inland Holdings, LLC, Managing Member

Attachment: Lincoln County Map

Map



- 271.735 Hearing; notice
- 271.745 Validity of conservation or highway scenic preservation easement
- 271.755 Action affecting conservation or highway scenic preservation easement; standing to bring action
- 271.765 Applicability
- 271.775 Rules governing conservation and highway scenic preservation easements
- 271.785 Taxation of property subject to highway scenic preservation easement
- 271.795 Construction of Act

GENERAL PROVISIONS

271.005 Definitions for ORS 271.005 to 271.540. As used in ORS 271.005 to 271.540:

(1) “Governing body” means the board or body in which the general legislative power of a political subdivision is vested.

(2) “Governmental body” means the State of Oregon, a political subdivision, the United States of America or an agency thereof.

(3) “Political subdivision” means any local government unit, including, but not limited to, a county, city, town, port, dock commission or district, that exists under the laws of Oregon and has power to levy and collect taxes. [1981 c.787 §2]

271.010 [Amended by 1965 c.25 §1; 1971 c.287 §1; repealed by 1981 c.153 §79]

271.020 [Amended by 1953 c.283 §3; 1977 c.275 §1; repealed by 1981 c.153 §79]

271.030 [Amended by 1953 c.283 §3; repealed by 1981 c.153 §79]

271.040 [Repealed by 1981 c.153 §79]

271.050 [Repealed by 1981 c.153 §79]

271.060 [Repealed by 1981 c.153 §79]

271.070 [Repealed by 1981 c.153 §79]

VACATION

271.080 Vacation in incorporated cities; petition; consent of property owners. (1) Whenever any person interested in any real property in an incorporated city in this state desires to vacate all or part of any street, avenue, boulevard, alley, plat, public square or other public place, such person may file a petition therefor setting forth a description of the ground proposed to be vacated, the purpose for which the ground is proposed to be used and the reason for such vacation.

(2) There shall be appended to such petition, as a part thereof and as a basis for granting the same, the consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby. The real property affected thereby shall be deemed to be the land lying on either side of the street or portion thereof proposed to be vacated and extending laterally to the next street that serves as a parallel street, but in any case not to exceed 200 feet, and the land for a like lateral distance on either side of the street for 400 feet along its course beyond each terminus of the part proposed to be vacated. Where a street is proposed to be vacated to its termini, the land embraced in an extension of the street for a distance of 400 feet beyond each terminus shall also be counted. In the vacation of any plat or part thereof the consent of

the owner or owners of two-thirds in area of the property embraced within such plat or part thereof proposed to be vacated shall be sufficient, except where such vacation embraces street area, when, as to such street area the above requirements shall also apply. The consent of the owners of the required amount of property shall be in writing. [Amended by 1999 c.866 §2]

271.090 Filing of petition; notice. The petition shall be presented to the city recorder or other recording officer of the city. If found by the recorder to be sufficient, the recorder shall file it and inform at least one of the petitioners when the petition will come before the city governing body. A failure to give such information shall not be in any respect a lack of jurisdiction for the governing body to proceed on the petition.

271.100 Action by city governing body. The city governing body may deny the petition after notice to the petitioners of such proposed action, but if there appears to be no reason why the petition should not be allowed in whole or in part, the governing body shall fix a time for a formal hearing upon the petition.

271.110 Notice of hearing. (1) The city recorder or other recording officer of the city shall give notice of the petition and hearing by publishing a notice in the city official newspaper once each week for two consecutive weeks prior to the hearing. If no newspaper is published in such city, written notice of the petition and hearing shall be posted in three of the most public places in the city. The notices shall describe the ground covered by the petition, give the date it was filed, the name of at least one of the petitioners and the date when the petition, and any objection or remonstrance, which may be made in writing and filed with the recording officer of the city prior to the time of hearing, will be heard and considered.

(2) Within five days after the first day of publication of the notice, the city recording officer shall cause to be posted at or near each end of the proposed vacation a copy of the notice, which shall be headed, "Notice of Street Vacation," "Notice of Plat Vacation" or "Notice of Plat and Street Vacation," as the case may be. The notice shall be posted in at least two conspicuous places in the proposed vacation area. The posting and first day of publication of such notice shall be at least 14 days before the hearing.

(3) The city recording officer shall, before publishing such notice, obtain from the petitioners a sum sufficient to cover the cost of publication, posting and other anticipated expenses. The city recording officer shall hold the sum so obtained until the actual cost has been ascertained, when the amount of the cost shall be paid into the city treasury and any surplus refunded to the depositor. [Amended by 1991 c.629 §1; 2005 c.22 §196]

271.120 Hearing; determination. At the time fixed by the governing body for hearing the petition and any objections filed thereto or at any postponement or continuance of such matter, the governing body shall hear the petition and objections and shall determine whether the consent of the owners of the requisite area has been obtained, whether notice has been duly given and whether the public interest will be prejudiced by the vacation of such plat or street or parts thereof. If such matters are determined in favor of the petition the governing body shall by ordinance make such determination a matter of record and vacate such plat or street; otherwise it shall deny the petition. The governing body may, upon hearing, grant the petition in part and deny it in part, and make such reservations, or either, as appear to be for the public interest.

271.130 Vacation on city governing body's own motion; appeal. (1) The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.

(2) Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.

(3) No ordinance for the vacation of all or part of a plat shall be passed by the governing body until the city recording officer has filed in the office of the city recording officer or indorsed on the petition for such

vacation a certificate showing that all city liens and all taxes have been paid on the lands covered by the plat or portion thereof to be vacated.

(4) Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice court in civil cases. [Amended by 1995 c.658 §101]

271.140 Title to vacated areas. The title to the street or other public area vacated shall attach to the lands bordering on such area in equal portions; except that where the area has been originally dedicated by different persons and the fee title to such area has not been otherwise disposed of, original boundary lines shall be adhered to and the street area which lies on each side of such boundary line shall attach to the abutting property on such side. If a public square is vacated the title thereto shall vest in the city. [Amended by 1981 c.153 §58]

271.150 Vacation records to be filed; costs. A certified copy of the ordinance vacating any street or plat area and any map, plat or other record in regard thereto which may be required or provided for by law, shall be filed for record with the county clerk. The petitioner for such vacation shall bear the recording cost and the cost of preparing and filing the certified copy of the ordinance and map. A certified copy of any such ordinance shall be filed with the county assessor and county surveyor.

271.160 Vacations for purposes of rededication. No street shall be vacated upon the petition of any person when it is proposed to replat or rededicate all or part of any street in lieu of the original unless such petition is accompanied by a plat showing the proposed manner of replatting or rededicating. If the proposed manner of replatting or rededicating or any modification thereof which may subsequently be made meets with the approval of the city governing body, it shall require a suitable guarantee to be given for the carrying out of such replatting or rededication or may make any vacation conditional or to take effect only upon the consummation of such replatting or rededication.

271.170 Nature and operation of statutes. The provisions of ORS 271.080 to 271.160 are alternative to the provisions of the charter of any incorporated city and nothing contained in those statutes shall in anywise affect or impair the charter or other provisions of such cities for the preservation of public access to and from transportation terminals and navigable waters.

271.180 Vacations in municipalities included in port districts; petition; power of common council; vacating street along railroad easement. To the end that adequate facilities for terminal trackage, structures and the instrumentalities of commerce and transportation may be provided in cities and towns located within or forming a part of any port district organized as a municipal corporation in this state, the governing body of such cities and towns, upon the petition of any such port, or corporation empowered to own or operate a railroad, steamship or other transportation terminal, or railroad company entering or operating within such city or town, or owner of property abutting any such terminal, may:

(1) Authorize any port commission, dock commission, common carrier, railroad company or terminal company to occupy, by any structure, trackage or machinery facilitating or necessary to travel, transportation or distribution, any street or public property, or parts thereof, within such city or town, upon such reasonable terms and conditions as the city or town may impose.

(2) Vacate the whole or any part of any street, alley, common or public place, with such restrictions and upon such conditions as the city governing body may deem reasonable and for the public good.

(3) If any railroad company owns or has an exclusive easement upon a definite strip within or along any public street, alley, common or public place, and if the city governing body determines such action to be to the advantage of the public, vacate the street area between the strip so occupied by the railroad company and one property line opposite thereto, condition that the railroad company dedicates for street purposes such portion of such exclusive strip occupied by it as the city governing body may determine upon, and moves its tracks and facilities therefrom onto the street area so vacated. The right and title of the railroad company in

the vacated area shall be of the same character as previously owned by it in the exclusive strip which it is required by the city governing body to surrender and dedicate to street purposes.

271.190 Consent of owners of adjoining property; other required approval. No vacation of all or part of a street, alley, common or public place shall take place under ORS 271.180 unless the consent of the persons owning the property immediately adjoining that part of the street or alley to be vacated is obtained thereto in writing and filed with the auditor or clerk of the city or town. No vacation shall be made of any street, alley, public place or part thereof, if within 5,000 feet of the harbor or pierhead line of the port, unless the port commission, or other bodies having jurisdiction over docks and wharves in the port district involved, approves the proposed vacation in writing.

271.200 Petition; notice. (1) Before any street, alley, common or public place or any part thereof is vacated, or other right granted by any city governing body under ORS 271.180 to 271.210 the applicant must petition the governing body of the city or town involved, setting forth the particular circumstances of the case, giving a definite description of the property sought to be vacated, or of the right, use or occupancy sought to be obtained, and the names of the persons to be particularly affected thereby. The petition shall be filed with the auditor or clerk of the city or town involved 30 days previous to the taking of any action thereon by the city governing body.

(2) Notice of the pendency of the petition, containing a description of the area sought to be vacated or right, use or occupancy sought to be obtained, shall be published at least once each week for three successive weeks prior to expiration of such 30-day period in a newspaper of general circulation in the county wherein the city or town is located.

271.210 Hearing; grant of petition. Hearing upon the petition shall be had by the city governing body at its next regular meeting following the expiration of 30 days from the filing of the petition. At that time objections to the granting of the whole or any part of the petition shall be duly heard and considered by the governing body, which shall thereupon, or at any later time to which the hearing is postponed or adjourned, pass by a majority vote an ordinance setting forth the property to be vacated, or other rights, occupancy or use to be thereby granted. Upon the expiration of 30 days from the passage of the ordinance and the approval thereof by the mayor of the city or town, the ordinance shall be in full force and effect.

271.220 Filing of objections; waiver. All objections to the petition shall be filed with the clerk or auditor of the city or town within 30 days from the filing of the petition, and if not so filed shall be conclusively presumed to have been waived. The regularity, validity and correctness of the proceedings of the city governing body pursuant to ORS 271.180 to 271.210, shall be conclusive in all things on all parties, and cannot in any manner be contested in any proceeding whatsoever by any person not filing written objections within the time provided in this section.

271.230 Records of vacations; fees. (1) If any town or plat of any city or town is vacated by a county court or municipal authority of any city or town, the vacation order or ordinance shall be recorded in the deed records of the county. Whenever a vacation order or ordinance is so recorded, the county surveyor of such county shall, upon a copy of the plat that is certified by the county clerk, trace or shade with permanent ink in such manner as to denote that portion so vacated, and shall make the notation "Vacated" upon such copy of the plat, giving the book and page of the deed record in which the order or ordinance is recorded. Corrections or changes shall not be allowed on the original plat once it is recorded with the county clerk.

(2) For recording in the county deed records, the county clerk shall collect the same fee as for recording a deed. For the services of the county surveyor for marking the record upon the copy of the plat, the county clerk shall collect a fee as set by ordinance of the county governing body to be paid by the county clerk to the county surveyor. [Amended by 1971 c.621 §31; 1975 c.607 §31; 1977 c.488 §2; 1979 c.833 §30; 1999 c.710 §12; 2001 c.173 §5]

TRANSFER, LEASE, DONATION OR USE OF PUBLIC LANDS

271.300 Application and administration of ORS 271.300 to 271.360; rules. (1) The power granted by ORS 271.300 to 271.360 is vested in each political subdivision of the State of Oregon. The power is self-operating, without the necessity of further legislation.

(2) In carrying ORS 271.300 to 271.360 into effect, a political subdivision shall act through its duly constituted governing body. Each political subdivision through its governing body may provide rules necessary in carrying out ORS 271.300 to 271.360. [Amended by 1981 c.787 §26; 1985 c.443 §4]

271.310 Transfer or lease of real property owned or controlled by political subdivision; procedure in case of qualified title; notice; rules. (1) Except as provided in subsection (2) of this section and subject to subsection (3) of this section, whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision's interest in the property to a governmental body or private individual or corporation. The consideration for the transfer or lease may be cash or real property, or both.

(2) If the ownership, right or title of the political subdivision to any real property set apart by deed, will or otherwise for a burial ground or cemetery, or for the purpose of interring the remains of deceased persons, is limited or qualified or the use of the real property is restricted, whether by dedication or otherwise, the political subdivision may, after the county court or governing body thereof has first declared by resolution that the real property is not needed for public use, or that the sale, exchange, conveyance or lease of the real property will further the public interest, file a complaint in the circuit court for the county in which the real property is located against all persons claiming any right, title or interest in the real property, whether the interest be contingent, conditional or otherwise, for authority to sell, exchange, convey or lease all or any part of the real property. The resolution is prima facie evidence that the real property is not needed for public use, or that the sale, exchange, conveyance or lease will further the public interest. The action shall be commenced and prosecuted to final determination in the same manner as an action not triable by right to a jury. The complaint shall contain a description of the real property, a statement of the nature of the restriction, qualification or limitations, and a statement that the defendants claim some interest therein. The court shall make such judgment as it shall deem proper, taking into consideration the limitation, qualifications or restrictions, the resolution, and all other matters pertinent thereto. Neither costs nor disbursements may be recovered against any defendant.

(3)(a) At least 30 days before listing or placing real property for sale, exchange or conveyance, a political subdivision shall notify the Department of Transportation of its intent to sell, exchange or convey the real property if the real property is within 100 feet of a railroad right of way or is within 500 feet of an at-grade rail crossing.

(b) The department shall share the advance notice with private providers of rail service that might be interested in obtaining the real property to facilitate the current delivery or future expansion of rail service. Notwithstanding the benefit of receiving advance notice, a private provider of rail service may not obtain or enter into negotiations to obtain the real property until the political subdivision offers the real property for sale, exchange, conveyance or lease to the general public. As used in this paragraph, "general public" includes private providers of rail service.

(c) Paragraph (a) of this subsection does not apply:

(A) To light rail corridors and any other rail corridors excluded by rule of the department;

(B) If the proposed sale, exchange or conveyance of the real property is to a provider of rail service; or

(C) To the proposed sale, exchange or conveyance of easements.

(d) The department shall adopt rules to implement this subsection. The rules may include provisions that:

(A) Identify rail corridors within which a political subdivision is not required to provide notice of intention to sell, exchange or convey real property within 100 feet of a railroad right of way or within 500 feet of an at-grade rail crossing.

(B) Establish a process for providing advance notice to private providers of rail service.

(4) Unless the governing body of a political subdivision determines under subsection (1) of this section that the public interest may be furthered, real property needed for public use by any political subdivision owning or controlling the property may not be sold, exchanged, conveyed or leased under the authority of ORS 271.300 to 271.360, except that it may be exchanged for property that is of equal or superior useful value for public use. Any such property not immediately needed for public use may be leased if, in the

discretion of the governing body having control of the property, the property will not be needed for public use within the period of the lease.

(5) The authority to lease property granted by this section includes authority to lease property not owned or controlled by the political subdivision at the time of entering into the lease. A lease under this subsection shall be conditioned upon the subsequent acquisition of the interest covered by the lease. [Amended by 1955 c.755 §1; 1961 c.136 §1; 1979 c.284 §127; 1981 c.787 §27; 1985 c.443 §5; 1999 c.559 §2; 2011 c.446 §1; 2013 c.781 §32]

271.320 Exchange of trust fund assets. If any property owned by a political subdivision is held as an asset of any special trust fund securing the payment of bonds, it may be exchanged, under the authority granted in ORS 271.310, for other property of equal or superior value, and property so received in exchange shall be an asset of the fund in lieu of the property previously held. [Amended by 1981 c.787 §28]

271.330 Relinquishing title of property not needed for public use. (1) Any political subdivision is granted express power to relinquish the title to any of the political subdivision's property not needed for public use to any governmental body, providing the property is used for not less than 20 years for a public purpose by the governmental body in the State of Oregon. These transfers for public purposes may include transfers without consideration of property held by counties as a result of tax foreclosures.

(2)(a) Any political subdivision is granted express power to relinquish the title to any of the political subdivision's property to a qualifying nonprofit corporation or a municipal corporation for the purpose of providing any of the following:

(A) Low income housing;

(B) Social services; or

(C) Child care services.

(b) As used in this subsection:

(A) "Qualifying nonprofit corporation" means a corporation that is a public benefit corporation as defined in ORS 65.001 and that has obtained a ruling from the federal Internal Revenue Service providing that the corporation is exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code.

(B) "Social services" and "child care services" include but are not limited to education, training, counseling, health and mental health services and the provision of facilities and administrative services to support social services and child care services.

(3) Any political subdivision is granted express power to convey real property to a nonprofit or municipal corporation to be used by the nonprofit or municipal corporation for the creation of open space, parks or natural areas for perpetual public use. The instrument conveying the real property must include a restriction on the use of the property that limits the uses of the property to those uses described in this subsection. The instrument conveying the property must also contain a provision for the reversion of the property to the political subdivision if the property is not used in conformance with the restriction. Real property conveyed under this subsection may include real property held by a political subdivision as a result of tax foreclosures.

(4) Any political subdivision is granted express power to convey real property to a nonprofit, municipal or private corporation for the purpose of providing broadband service. The instrument conveying the real property shall include a restriction on the use of the property that requires the property to be used to provide broadband service. The instrument conveying the property shall also contain a provision for the reversion of the property to the political subdivision if the property is not used in conformance with the restriction.

(5) Transfers under this section may include transfers without consideration of property held by counties as a result of tax foreclosures.

(6) Before any county court or board of county commissioners may transfer, under subsection (1) of this section, any tax foreclosed lands in which the state or a political subdivision has represented delinquent and uncollected taxes, liens or assessments, the county court or board of county commissioners shall advertise in a newspaper of general circulation in the county for two successive weeks the court's or the board's intention to so transfer the property. The notice must state when the county court will hear objections to the transfer and must specifically describe the property intended to be transferred. After the hearing set in the notice is held and objections are heard, the court may, in the court's sound discretion, proceed with the transfer. Except in the case of a transfer for low income housing, real property must be conveyed by deed, subject to a reversionary interest retained by the granting political subdivision in the event that the property is used for a

purpose that is inconsistent with the grant. The granting political subdivision may waive the subdivision's right to a reversionary interest at the time the property is conveyed. After the transfer the interests of the state or any political subdivision in the land on account of uncollected taxes, liens or assessments are extinguished, and the county is relieved of the necessity to account for uncollected taxes, liens or assessments. [Amended by 1981 c.787 §29; 1991 c.556 §1; 1997 c.248 §1; 1997 c.752 §2; 1999 c.366 §1; 2001 c.315 §54; 2013 c.158 §35; 2013 c.274 §13; 2019 c.112 §1; 2019 c.174 §112]

271.335 Relinquishing reversionary interest held by political subdivision. Any political subdivision, by resolution adopted by the governing body of the political subdivision, may waive and relinquish any reversionary interest held by the political subdivision in property transferred under ORS 271.330 when the transfer occurred:

(1) Not less than 20 years prior to the date on which the resolution is adopted; or

(2) Less than 20 years prior to the date on which the resolution is adopted, if the political subdivision determines that waiving and relinquishing its reversionary interest is in the public interest. [1999 c.366 §3; 2019 c.112 §2]

271.340 Property valuation in exchange to be equal. When property is exchanged under the authority of ORS 271.310 to 271.330, the value of the real property accepted by the political subdivision in exchange for any of its property plus cash, if any, shall not be less than the value of the property relinquished. [Amended by 1981 c.787 §30]

271.350 Determining valuation of property in exchanges. The value of the respective properties proposed to be exchanged shall be determined by the governing body of the political subdivision. The governing body shall cause it to be appraised by one or more competent and experienced appraisers. The compensation, if any, of the appraisers shall be borne equally by the respective owners of the property. In case the valuation shall not be mutually satisfactory to the respective owners it shall not be binding upon them. [Amended by 1981 c.787 §31]

271.360 Lease requirements. Every lease entered into pursuant to ORS 271.310 shall be authorized by ordinance or order of the body executing the same and shall provide terms and conditions as may be fixed and determined by the governing body executing the lease. The lease may provide that the lessee shall pay ad valorem taxes assessable against the leased property, or that the political subdivision shall pay these taxes, in which latter event the anticipated amount of taxes shall be taken into consideration in fixing the rental charge. [Amended by 1981 c.787 §32]

271.370 [Amended by 1981 c.787 §33; 1983 c.660 §1; repealed by 1985 c.443 §1]

271.375 Public grazing lands; sale; lease or exchange. The counties of the state are authorized to sell, convey, lease or exchange any or all county-owned lands chiefly suitable for grazing, to or with the state or each other and with the United States of America for other lands either of equal acreage or of equal value. All powers granted by this section to the several counties are in addition to and not in derogation of powers previously conferred by law. [Formerly 273.240; 1981 c.787 §34]

271.380 Indemnifying political subdivision for loss or damage resulting from occupancy of its property. Any political subdivision occupying a street or public property of another political subdivision by any structure above, on or under the surface, may provide a contract of indemnity to protect the other political subdivision against loss or damage resulting from that occupancy. [1959 c.442 §1; 1981 c.787 §35]

271.390 Lease or purchase of real estate by public body or council of governments; financing agreement. (1) As used in this section:

(a) "Council of governments" means a council of governments or other similar entity created prior to the enactment of ORS 190.010 (5) on September 29, 1991.

(b) "Public body" has the meaning given that term in ORS 287A.001.

(c) "Real or personal property" means land, improvements to land, structures, fixtures, personal property, including furnishings, equipment and computer software purchases and licenses, and any costs that may be capitalized under generally accepted accounting principles and treated as costs of personal property.

(2) A public body or a council of governments may enter into contracts for the leasing, rental or financing of any real or personal property that the governing body of the public body or council of governments determines is needed, including contracts for rental, long term leases under an optional contract for purchase, financing agreements with vendors, financial institutions or others, or for purchase of any property. Contracts made by a public body or a council of governments are subject to the terms of its charter, intergovernmental agreement or other organizing document, if applicable. If authorized by the governing body, the contracts may:

(a) Provide that the obligations of the public body or council of governments under the contract is secured by a mortgage on or other security interest in the property to be leased, rented, purchased or financed under the contract.

(b) Provide that the obligations of the public body or council of governments under the contract are payable out of all or any portion of lawfully available funds of the public body or council of governments, and lawfully available funds may be pledged to the payment of those obligations.

(c) If authorized by the charter, intergovernmental agreement or other organizing document of the public body or council of governments, contain a covenant on the part of the public body or council of governments to budget and appropriate in each fiscal year, in accordance with law, sums sufficient to pay when due the amounts owing under the contract.

(d) Provide for the issuance of certificates of participation in the payment obligations of the public body or council of governments under the contract and contain other covenants, agreements and provisions determined to be necessary or appropriate in order to better secure the obligations of the public body or council of governments.

(3) The lien of the pledge, mortgage or security interest is valid and binding from the time of entering into the contract. The revenue or property is immediately subject to the lien without physical delivery, filing or other act, and the lien is superior to all other claims and liens of any kind whatsoever. Subject to the terms, provisions and limitations of the contract, the lien may be foreclosed by a proceeding brought in the circuit court of the county in which the public body, or the greater part thereof, or the main office of the council of governments is located, and any tangible real or personal property subject to the lien may be sold upon the order of the court. The proceeds of the sale must be applied first to the payment of the costs of foreclosure and then to the amounts owing under the contract, with any balance being paid to the public body or council of governments. The authority granted by this section is in addition to, and not in lieu of, any other statutory or charter authority.

(4) A public body or council of governments that has entered into a lease purchase or installment purchase agreement may enter into a financing agreement to refinance the obligations of the public body or council of governments under the lease purchase or installment purchase agreement.

(5) The estimated weighted average life of a financing contract executed under this section may not exceed the estimated dollar weighted average life of the real or personal property that is financed with the contract. [Amended by 1995 c.333 §2; 1997 c.171 §7; 1999 c.559 §1; 2003 c.195 §8; 2005 c.443 §3; 2007 c.783 §89]

271.400 Conveyances by political subdivision to state. Notwithstanding any other law, the governing body of a political subdivision may convey, by a proper deed of conveyance executed by the proper governing body, to the State of Oregon, by and through any state agency, for carrying out the purposes of that agency, any lands or rights therein vested in the political subdivision, upon terms and conditions as may be agreed upon with the state agency. [Amended by 1981 c.787 §36]

271.405 Transfer of property by city or town to county for public institutions and works. Whenever any property or rights therein required by any county in carrying out public purposes is owned by an incorporated city or town within such county, the city or town may, if in the judgment of the governing body of the city or town the public may be benefited thereby, convey and transfer to such county by proper conveyances, and the county may accept, such property or rights. [Amended by 1981 c.153 §59]

271.410 Use of municipal property for rodeos, games, racing and exhibitions. Any municipal corporation having the right to possession of real property within or without its corporate limits may rent, lease or otherwise give possession of such real property for the purpose of conducting such rodeos, baseball games, football games, racing and exhibitions generally as are authorized under the laws of this state.

271.420 City bonds as payment for land sold by city. By ordinance duly passed by its governing body, any incorporated city or town may authorize the acceptance of its general obligation bonds or interest coupons, or both, in payment of the purchase price of any lands acquired and for sale by such city or town.

271.430 Lease of space above or below street or highway; effect on prior dedication or grant for public purpose. Any political subdivision holding the easement or fee title to a street or highway may lease the space above or below that street or highway for private purposes for such period as the governing body determines the space will not be needed for public purposes, and upon other terms and conditions the governing body finds to be in the public interest. Before leasing the space, the governing body shall determine that the use of the space will not unreasonably interfere with the public use and utility use of the street or highway, and shall notify the property owners abutting the space proposed to be leased under this section and give them an opportunity to be heard with respect to the proposed leasing. Lease of space above or below a street or highway for private purposes shall not affect prior dedication or grant of the area for street or highway purposes. [1969 c.586 §2; 1981 c.787 §37]

271.440 Agreements for location of transmission lines on property of political subdivision. Any political subdivision, owning or controlling any real property or rights therein, may enter into agreements with the United States or any agency thereof, relative to the conditions for and places where electrical and other transmission lines may be placed and maintained across that property. The agreements may be in perpetuity or for a shorter period. However, an agreement shall not affect the constitutional rights of any owners of private property who do not join therein. [Formerly 758.030; 1981 c.787 §38]

271.445 Installation of fiber-optic lines on public land and in public right of way. (1) It is the intent of the Legislative Assembly that the state inform city and county governments of applications for the installation of fiber-optic lines on public land and in public rights of way that have been submitted to state agencies.

(2) The Governor shall direct the Department of Transportation and the Department of State Lands to take such action as necessary to ensure that affected city and county governments are informed of applications for the installation and maintenance of fiber-optic lines on public land and in public rights of way that have been submitted to the state agencies. [1999 c.1093 §40]

Note: 271.445 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 271 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

ACQUISITION AND DISPOSITION OF INDUSTRIAL FACILITIES

271.510 Definition of “industrial facility” for ORS 271.510 to 271.540. As used in ORS 271.510 to 271.540, “industrial facility” means any land, any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence, which shall be suitable for use for industrial, commercial, manufacturing, research and development or warehousing purposes, but shall not include port facilities, railroads or facilities for any purposes or enterprises which are subject to regulation by the Public Utility Commission of Oregon. [1965 c.553 §2; 1981 c.787 §39; 1983 c.459 §13; 1985 c.541 §3]

271.520 Declaration of legislative purpose. It is hereby declared that there is a need for the continued development of industrial, commercial, manufacturing, research and development and warehouse facilities to insure the growth and prosperity of the state, and of the counties and cities within the state. It is the purpose of ORS 271.510 to 271.540 to provide the counties and cities within the state with the power to acquire title

CITY OF TOLEDO



Architect rendering, 1938

August 17, 2020

Rick Prest
PO Box 250
South Beach, OR 97366

RE: Street Vacation Application

Enclosed is a packet of materials necessary to apply for a street vacation of SE Alder Street:

1. **Land Use Application and Street Vacation/Public Land Vacation Application.** You must complete and sign the application. The application fee is \$700.
2. **Signature Sheet.** Each property owner adjacent to the street must sign this consent form. For properties not abutting the street, signature sheets are required for at least two-thirds of the area of real property.
3. **List of Property Owners and Addresses.** Each property owner must receive a **Signature Sheet**. You will need to make copies of the **Signature Sheet** and fill in the applicable information for each property. You must then distribute the **Signature Sheet** to your neighbors.
4. **Map of the Affected Properties and Portion of Lincoln County Assessors Maps 11-10-17 BC.**
5. **ORS 271.050 - 271.230.** This identifies State regulations for completing street vacations.

When a complete application (consisting of the application forms, fee, and appropriate signature sheets) is submitted to the City, a hearing will be scheduled before the Planning Commission. The Planning Commission will then make a recommendation to the City Council and a hearing will be held before the Council. Also, when an application is submitted, the City and utility companies will review the proposed vacation and other issues may arise (for example, the need for utility easements). Because of the complex regulations for processing a street vacation request, it could take up to three months to reach a final decision after the application is submitted to the City.

City Hall P.O. Box 220 206 N. Main Street Toledo, Oregon 97391

(541) 336-2247 Fax: (541) 336-3512 TTD: 1-800-735-2900

Before you begin to gather signatures, I recommend that you meet with the City Planner and Public Works Director to discuss the street vacation process, possible utilities in the area, and the City's view on vacating public right-of-ways. Feel free to contact me at 541-336-2247 extension 2130 or email planning@cityoftoledo.org to discuss the enclosed materials or to schedule an appointment with City staff.

Sincerely,

Arlene Inukai
Planning Assistant

enc.

**CITY OF TOLEDO
LAND USE APPLICATION**

Date _____

Property Owner _____

Telephone _____

Mailing Address _____

Authorized Agent _____

Telephone _____

Property Address _____

Property Size _____

Property Location _____

Tax Lot No. _____

Assessors Map No. _____

Present Zoning _____

Proposed Change _____

Comprehensive Plan Designation _____

Current Land Use _____

Existing Structures (if any) _____

Proposal for which this request is being made (attach additional sheets if needed) _____

The following must be submitted with this application:

- Deed description and proof of ownership interest.
- Site plan drawn to scale which shows property lines, access, existing buildings, other relevant features or conditions, the property's relationship to the surrounding neighborhood, and the location of existing and proposed development.
- Description of the proposed land use action, including information on how the proposal might impact surrounding property.
- Supplemental information form (if required).
- Application fee.

____ Annexation/Rezone (\$1,100)*	____ Expedited Land Division (\$1,500)*	____ Riparian Modification Permit (\$150)
____ Appeal, Land Use Misc (\$300)*	____ Lot Line Adjustment (\$100)	____ Similar Use, Planning Comm (\$225)
____ Appeal, Type II (\$200)*	____ Modification of Approval (75% of fee)	____ Staff Level Exception to TPIRDS (\$25+recording fee)
____ Appeal, Type III (\$400)*	____ Partition, Major (\$700+\$20/lot)*	____ Subdivision (\$700+\$20/lot)*
____ Code Amendment (\$700)	____ Partition, Minor (\$400)*	____ UGB Amendment (\$2,000)
(if requires M56 notice \$700+mailing)	____ Planned Unit Development (\$700+\$20/unit)*	____ Vacation (\$700)*
____ Comp. Plan Amendment (\$700)	(if requires M56 notice \$700+mailing)	____ Variance, Type I (\$50)*
(if requires M56 notice \$700+mailing)	____ Public Hearing, Misc. Permit	____ Variance, Type II (\$200)*
____ Code Interpretation, official (\$125)	____ Replat, Major (\$700+\$20/lot)	____ Variance, Type III (\$400)*
____ Conditional Use (\$400)	____ Replat, Minor (\$400)	____ Zone Change (\$700)
____ Exception to Statewide Goal (\$2,000)	____ Restrictive Lot Line Covenant (\$75)	

*Supplemental forms are required

If filing multiple Land Use Applications, the most expensive application will be assessed and 75% of each additional land use application when submitted together. If filing multiple Type I permits, staff can waive some fees where overlapping permits do not need significant additional review.

For Office Use Only			
Date Received _____	Received By _____	Fee Paid _____	City File No. _____

I understand that I am responsible for addressing the legal criteria relevant to my application and that the burden of proof justifying an approval of my application is with me. I also understand that I must present sufficient factual evidence to show that this application complies with the Toledo Zoning Ordinance, Comprehensive Plan, and other applicable regulations. This responsibility is independent of any opinions expressed in the Planning Department Staff Report concerning the applicable criteria. I certify that, to the best of my knowledge, all information contained in this application is accurate.

My signature below shows that I have thoroughly discussed this application with the City Planner or the City Manager or designee and I am fully aware of my responsibilities as the applicant.

I understand that the Planning Commission will hold a public hearing for this application. yes
I understand that the City Council will hold a public hearing for this application. yes
I understand that this is a City of Toledo staff-level decision. yes
Other _____ yes

Applicant(s) Signature

Date

Property Owner (if different)

Date

For Office Use Only

Public Works

1. Is City sewer available? Yes____ No____
Where _____
- Is the property within City____ UGB____
Will a connection have to be constructed? Yes____ No____
What size of a line is required _____
2. Is City water available? Yes____ No____
Where _____
- Is the property within City____ UGB____
Is the lot accessible to City water? Yes____ No____
3. Are there any public works improvements necessary? Yes____ No____
If yes, describe _____

4. Is there proper access? Yes____ No____
Are there proper easements? Yes____ No____

- Curb cuts and property entrances must be constructed to City specifications. Permit and specifications are available through the Public Works Department.
5. Are there any special access requirements? Yes____ No____
If yes, describe _____
Is a state access permit required? Yes____ No____
Is a county permit required? Yes____ No____
6. Meter size _____
Estimated installation cost _____
7. Is a plan review by Public Works required? Yes____ No____
8. Is this a new parcel, created legally since 11/1/83? Yes____ No____
Minor Partition _____ File # _____
Major Partition _____ File # _____
Subdivision _____ File # _____
9. Is this application ready to be approved? Yes____ No____
Explain modifications or revisions needed for the application _____

Comments _____

REVIEWED AND APPROVED BY:

Public Works Director Date

Fire Department

- 1. Does the proposal meet the safety requirements of the NFC and UFC? Yes_____ No_____
- 2. Is this application ready to be approved? Yes_____ No_____

Explain modifications or revisions needed for the application _____

Comments _____

REVIEWED AND APPROVED BY:

 Fire Chief Date

Police Department

- 1. Is this application ready to be approved? Yes_____ No_____

Explain modifications or revisions needed for the application _____

Comments _____

REVIEWED AND APPROVED BY:

 Chief of Police Date

Planning Department

- 1. Is this application ready to be approved? Yes_____ No_____

Explain modifications or revisions needed for the application _____

Comments _____

REVIEWED AND APPROVED BY:

 Community Development Coordinator Date

CITY OF TOLEDO
STREET VACATION/PUBLIC LAND VACATION APPLICATION

Applicant _____
Mailing Address _____

Date _____
Telephone _____

Property Address _____
Assessor's Map Number _____

Tax Lot Number _____

The following must be submitted with this application:

- Signature sheet for applicant.
- Signature sheet for abutting properties. How many are needed? _____
- Signature sheet for other impacted properties. How many are needed? _____

I understand that the Planning Commission will hold a public hearing on this application and that I must present sufficient factual evidence to show that this application complies with the Toledo Zoning Ordinance, Comprehensive Plan, and other applicable regulations. I further understand that the proceeding will include two public hearings—one before the Toledo Planning Commission and one before the Toledo City Council. My signature below shows that I have thoroughly discussed this application with the Community Development Coordinator and am fully aware of my responsibility as the applicant.

Applicant(s) Signature

Date

Property Owner (if different)

Date

**CITY OF TOLEDO
SIGNATURE SHEET
FOR A STREET VACATION/PUBLIC LAND VACATION**

Name, number, or description to be vacated

Name: _____

Address: _____

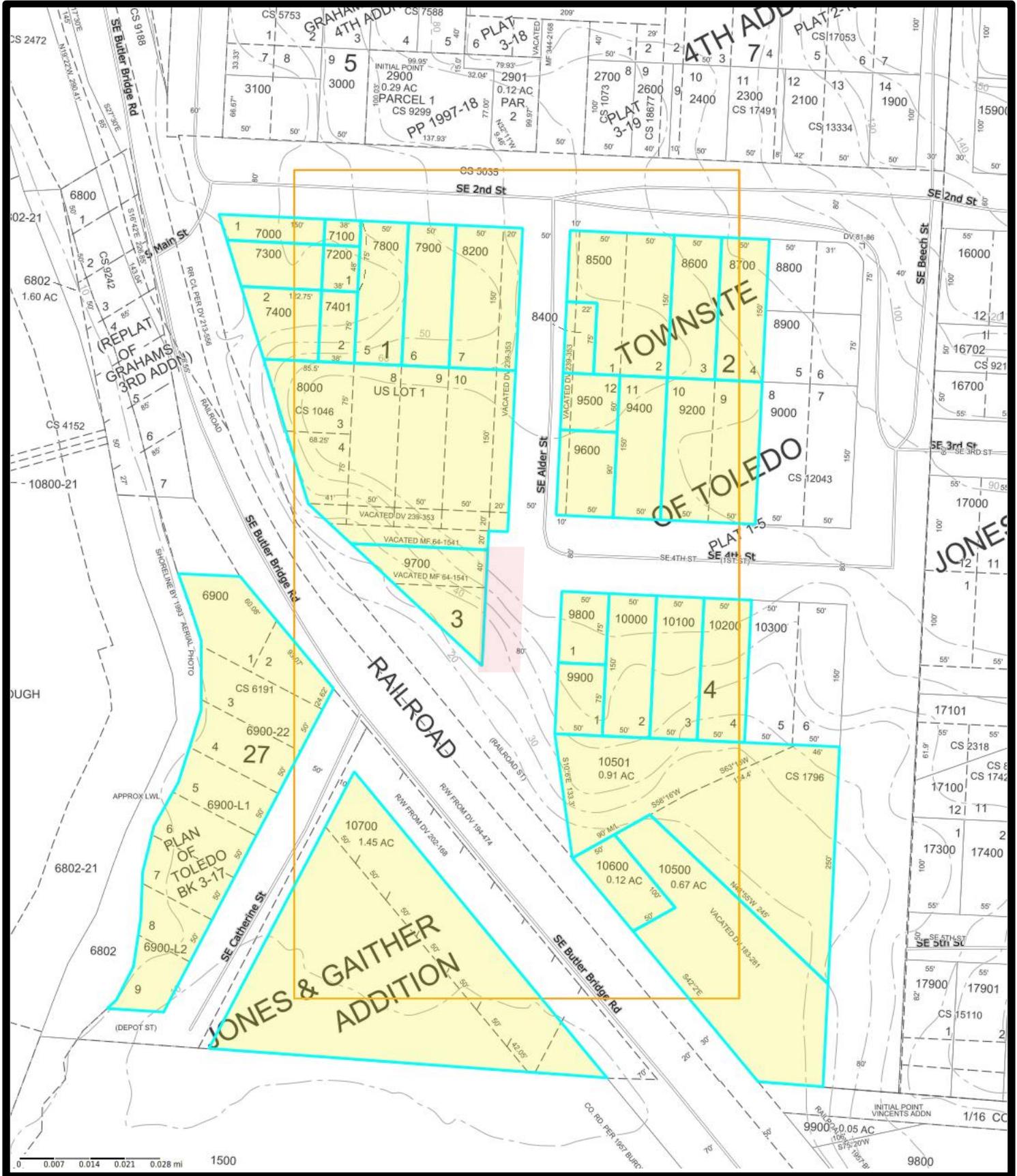
Description of property owned that abuts the public land proposed to be vacated (use tax lot numbers or legal description): _____

The undersigned owner(s) of the property described above approved of the proposed vacation (all property owners must sign).

Signed on this _____ day of _____, 20_____.

Signature(s)

Map



Property Owner Notification List
SE Alder Street Vacation
August 17, 2020

Map Taxlot	Site Address(es)	2019 Owner	Mailing Address1	Mailing Address2	City
11-10-17-BC-06900-00	509 SE CATHERINE ST ;521 SE C	PORT OF TOLEDO	ATTN DEBBIE SCACCO	PO BOX 428	TOLEDO, OR 97391
11-10-17-BC-07000-00	300 S MAIN ST	RICHARDSON MARK &	RICHARDSON SHYLA	PO BOX 224	NEWPORT, OR 97365
11-10-17-BC-07100-00		YAQUINA AERIE # 2219	PO BOX 266		TOLEDO, OR 97391
11-10-17-BC-07200-00		YAQUINA AERIE # 2219	PO BOX 266		TOLEDO, OR 97391
11-10-17-BC-07300-00	318 S MAIN ST	RICHARDSON MARK &	RICHARDSON SHYLA	PO BOX 224	NEWPORT, OR 97365
11-10-17-BC-07400-00		RICHARDSON MARK &	RICHARDSON SHYLA	PO BOX 224	NEWPORT, OR 97365
11-10-17-BC-07401-00		YAQUINA AERIE # 2219	PO BOX 266		TOLEDO, OR 97391
11-10-17-BC-07800-00	161 SE 2ND ST	YAQUINA AERIE # 2219	PO BOX 266		TOLEDO, OR 97391
11-10-17-BC-07900-00	161 SE 2ND ST	FRAT ORDER OF EAGLES	YAQUINA AERIE #2219	161 SE 2D	TOLEDO, OR 97391
11-10-17-BC-08000-00	397 SE ALDER ST ;395 SE ALDE	PACIFIC INLAND HOLDINGS LLC	PO BOX 250		SOUTH BEACH, OR 97366
11-10-17-BC-08200-00	161 SE 2ND ST	TOLEDO AERIE #2219	161 SE 2D		TOLEDO, OR 97391
11-10-17-BC-08400-00		CATHCART RONALD V	229 SE 2ND ST		TOLEDO, OR 97391
11-10-17-BC-08500-00	229 SE 2ND ST	CATHCART RONALD V	229 SE 2ND ST		TOLEDO, OR 97391
11-10-17-BC-08600-00	241 SE 2ND ST ;249 SE 2ND ST	FAULKNER DAVID M &	FAULKNER KAREN M	265 SE 2ND ST	TOLEDO, OR 97391
11-10-17-BC-08700-00	265 SE 2ND ST	FAULKNER DAVID &	FAULKNER KAREN	265 SE 2ND ST	TOLEDO, OR 97391
11-10-17-BC-09200-00	246 SE 4TH ST	BURKHART MARILYNN E	PO BOX 810		SILETZ, OR 97380
11-10-17-BC-09400-00	226 SE 4TH ST	GIVENS BETHANY	226 SE 4TH ST		TOLEDO, OR 97391
11-10-17-BC-09500-00	356 SE ALDER ST	DICKINSON WILLIAM JOHN SR &	DICKINSON SUSAN ILENE	304 NW 60TH ST	NEWPORT, OR 97365
11-10-17-BC-09600-00	208.5 SE ALDER ST ;208 SE 4TH	BAXTER ALMA	PO BOX 761		TOLEDO, OR 97391
11-10-17-BC-09700-00		FOLEY KELLY &	FOLEY LORRAINE	6958 ELK CITY RD	TOLEDO, OR 97391
11-10-17-BC-09800-00	205 SE 4TH ST	PARR KATHI K &	PARR JOHN T	PO BOX 654	TOLEDO, OR 97391
11-10-17-BC-09900-00	436 SE ALDER ST	CHAVARRIA DENNIS G TSTEE &	CHAVARRIA POLLY A TSTEE	PO BOX 451	TOLEDO, OR 97391
11-10-17-BC-10000-00	227 SE 4TH ST	BRUNS AMBER L &	BRUNS DUSTIN	PO BOX 424	NEWPORT, OR 97365
11-10-17-BC-10100-00	243 SE 4TH ST	DAVIE JEANETTE L	243 SE 4TH ST		TOLEDO, OR 97391
11-10-17-BC-10200-00	247 SE 4TH ST	COE LYDIA GAYLE &	COE EVERETT PAUL	9040 N ST LOUIS AVE	PORTLAND, OR 97203
11-10-17-BC-10500-00		CHAVARRIA DENNIS G TSTEE &	CHAVARRIA POLLY A TSTEE	PO BOX 451	TOLEDO, OR 97391
11-10-17-BC-10501-00	524 SE BUTLER BRIDGE RD	CHAVARRIA DENNIS G TSTEE &	CHAVARRIA POLLY A TSTEE	PO BOX 451	TOLEDO, OR 97391
11-10-17-BC-10600-00		CHAVARRIA DENNIS G TSTEE &	CHAVARRIA POLLY A TSTEE	PO BOX 451	TOLEDO, OR 97391
11-10-17-BC-10700-00	651 SE CATHERINE ST	GEORGIA PACIFIC TOLEDO LLC	ATTN PROPERTY TAX	PO BOX 105681	ATLANTA, GA 30348

- 271.735 Hearing; notice
- 271.745 Validity of conservation or highway scenic preservation easement
- 271.755 Action affecting conservation or highway scenic preservation easement; standing to bring action
- 271.765 Applicability
- 271.775 Rules governing conservation and highway scenic preservation easements
- 271.785 Taxation of property subject to highway scenic preservation easement
- 271.795 Construction of Act

GENERAL PROVISIONS

271.005 Definitions for ORS 271.005 to 271.540. As used in ORS 271.005 to 271.540:

(1) “Governing body” means the board or body in which the general legislative power of a political subdivision is vested.

(2) “Governmental body” means the State of Oregon, a political subdivision, the United States of America or an agency thereof.

(3) “Political subdivision” means any local government unit, including, but not limited to, a county, city, town, port, dock commission or district, that exists under the laws of Oregon and has power to levy and collect taxes. [1981 c.787 §2]

271.010 [Amended by 1965 c.25 §1; 1971 c.287 §1; repealed by 1981 c.153 §79]

271.020 [Amended by 1953 c.283 §3; 1977 c.275 §1; repealed by 1981 c.153 §79]

271.030 [Amended by 1953 c.283 §3; repealed by 1981 c.153 §79]

271.040 [Repealed by 1981 c.153 §79]

271.050 [Repealed by 1981 c.153 §79]

271.060 [Repealed by 1981 c.153 §79]

271.070 [Repealed by 1981 c.153 §79]

VACATION

271.080 Vacation in incorporated cities; petition; consent of property owners. (1) Whenever any person interested in any real property in an incorporated city in this state desires to vacate all or part of any street, avenue, boulevard, alley, plat, public square or other public place, such person may file a petition therefor setting forth a description of the ground proposed to be vacated, the purpose for which the ground is proposed to be used and the reason for such vacation.

(2) There shall be appended to such petition, as a part thereof and as a basis for granting the same, the consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby. The real property affected thereby shall be deemed to be the land lying on either side of the street or portion thereof proposed to be vacated and extending laterally to the next street that serves as a parallel street, but in any case not to exceed 200 feet, and the land for a like lateral distance on either side of the street for 400 feet along its course beyond each terminus of the part proposed to be vacated. Where a street is proposed to be vacated to its termini, the land embraced in an extension of the street for a distance of 400 feet beyond each terminus shall also be counted. In the vacation of any plat or part thereof the consent of

the owner or owners of two-thirds in area of the property embraced within such plat or part thereof proposed to be vacated shall be sufficient, except where such vacation embraces street area, when, as to such street area the above requirements shall also apply. The consent of the owners of the required amount of property shall be in writing. [Amended by 1999 c.866 §2]

271.090 Filing of petition; notice. The petition shall be presented to the city recorder or other recording officer of the city. If found by the recorder to be sufficient, the recorder shall file it and inform at least one of the petitioners when the petition will come before the city governing body. A failure to give such information shall not be in any respect a lack of jurisdiction for the governing body to proceed on the petition.

271.100 Action by city governing body. The city governing body may deny the petition after notice to the petitioners of such proposed action, but if there appears to be no reason why the petition should not be allowed in whole or in part, the governing body shall fix a time for a formal hearing upon the petition.

271.110 Notice of hearing. (1) The city recorder or other recording officer of the city shall give notice of the petition and hearing by publishing a notice in the city official newspaper once each week for two consecutive weeks prior to the hearing. If no newspaper is published in such city, written notice of the petition and hearing shall be posted in three of the most public places in the city. The notices shall describe the ground covered by the petition, give the date it was filed, the name of at least one of the petitioners and the date when the petition, and any objection or remonstrance, which may be made in writing and filed with the recording officer of the city prior to the time of hearing, will be heard and considered.

(2) Within five days after the first day of publication of the notice, the city recording officer shall cause to be posted at or near each end of the proposed vacation a copy of the notice, which shall be headed, "Notice of Street Vacation," "Notice of Plat Vacation" or "Notice of Plat and Street Vacation," as the case may be. The notice shall be posted in at least two conspicuous places in the proposed vacation area. The posting and first day of publication of such notice shall be at least 14 days before the hearing.

(3) The city recording officer shall, before publishing such notice, obtain from the petitioners a sum sufficient to cover the cost of publication, posting and other anticipated expenses. The city recording officer shall hold the sum so obtained until the actual cost has been ascertained, when the amount of the cost shall be paid into the city treasury and any surplus refunded to the depositor. [Amended by 1991 c.629 §1; 2005 c.22 §196]

271.120 Hearing; determination. At the time fixed by the governing body for hearing the petition and any objections filed thereto or at any postponement or continuance of such matter, the governing body shall hear the petition and objections and shall determine whether the consent of the owners of the requisite area has been obtained, whether notice has been duly given and whether the public interest will be prejudiced by the vacation of such plat or street or parts thereof. If such matters are determined in favor of the petition the governing body shall by ordinance make such determination a matter of record and vacate such plat or street; otherwise it shall deny the petition. The governing body may, upon hearing, grant the petition in part and deny it in part, and make such reservations, or either, as appear to be for the public interest.

271.130 Vacation on city governing body's own motion; appeal. (1) The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.

(2) Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.

(3) No ordinance for the vacation of all or part of a plat shall be passed by the governing body until the city recording officer has filed in the office of the city recording officer or indorsed on the petition for such

vacation a certificate showing that all city liens and all taxes have been paid on the lands covered by the plat or portion thereof to be vacated.

(4) Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice court in civil cases. [Amended by 1995 c.658 §101]

271.140 Title to vacated areas. The title to the street or other public area vacated shall attach to the lands bordering on such area in equal portions; except that where the area has been originally dedicated by different persons and the fee title to such area has not been otherwise disposed of, original boundary lines shall be adhered to and the street area which lies on each side of such boundary line shall attach to the abutting property on such side. If a public square is vacated the title thereto shall vest in the city. [Amended by 1981 c.153 §58]

271.150 Vacation records to be filed; costs. A certified copy of the ordinance vacating any street or plat area and any map, plat or other record in regard thereto which may be required or provided for by law, shall be filed for record with the county clerk. The petitioner for such vacation shall bear the recording cost and the cost of preparing and filing the certified copy of the ordinance and map. A certified copy of any such ordinance shall be filed with the county assessor and county surveyor.

271.160 Vacations for purposes of rededication. No street shall be vacated upon the petition of any person when it is proposed to replat or rededicate all or part of any street in lieu of the original unless such petition is accompanied by a plat showing the proposed manner of replatting or rededicating. If the proposed manner of replatting or rededicating or any modification thereof which may subsequently be made meets with the approval of the city governing body, it shall require a suitable guarantee to be given for the carrying out of such replatting or rededication or may make any vacation conditional or to take effect only upon the consummation of such replatting or rededication.

271.170 Nature and operation of statutes. The provisions of ORS 271.080 to 271.160 are alternative to the provisions of the charter of any incorporated city and nothing contained in those statutes shall in anywise affect or impair the charter or other provisions of such cities for the preservation of public access to and from transportation terminals and navigable waters.

271.180 Vacations in municipalities included in port districts; petition; power of common council; vacating street along railroad easement. To the end that adequate facilities for terminal trackage, structures and the instrumentalities of commerce and transportation may be provided in cities and towns located within or forming a part of any port district organized as a municipal corporation in this state, the governing body of such cities and towns, upon the petition of any such port, or corporation empowered to own or operate a railroad, steamship or other transportation terminal, or railroad company entering or operating within such city or town, or owner of property abutting any such terminal, may:

(1) Authorize any port commission, dock commission, common carrier, railroad company or terminal company to occupy, by any structure, trackage or machinery facilitating or necessary to travel, transportation or distribution, any street or public property, or parts thereof, within such city or town, upon such reasonable terms and conditions as the city or town may impose.

(2) Vacate the whole or any part of any street, alley, common or public place, with such restrictions and upon such conditions as the city governing body may deem reasonable and for the public good.

(3) If any railroad company owns or has an exclusive easement upon a definite strip within or along any public street, alley, common or public place, and if the city governing body determines such action to be to the advantage of the public, vacate the street area between the strip so occupied by the railroad company and one property line opposite thereto, condition that the railroad company dedicates for street purposes such portion of such exclusive strip occupied by it as the city governing body may determine upon, and moves its tracks and facilities therefrom onto the street area so vacated. The right and title of the railroad company in

the vacated area shall be of the same character as previously owned by it in the exclusive strip which it is required by the city governing body to surrender and dedicate to street purposes.

271.190 Consent of owners of adjoining property; other required approval. No vacation of all or part of a street, alley, common or public place shall take place under ORS 271.180 unless the consent of the persons owning the property immediately adjoining that part of the street or alley to be vacated is obtained thereto in writing and filed with the auditor or clerk of the city or town. No vacation shall be made of any street, alley, public place or part thereof, if within 5,000 feet of the harbor or pierhead line of the port, unless the port commission, or other bodies having jurisdiction over docks and wharves in the port district involved, approves the proposed vacation in writing.

271.200 Petition; notice. (1) Before any street, alley, common or public place or any part thereof is vacated, or other right granted by any city governing body under ORS 271.180 to 271.210 the applicant must petition the governing body of the city or town involved, setting forth the particular circumstances of the case, giving a definite description of the property sought to be vacated, or of the right, use or occupancy sought to be obtained, and the names of the persons to be particularly affected thereby. The petition shall be filed with the auditor or clerk of the city or town involved 30 days previous to the taking of any action thereon by the city governing body.

(2) Notice of the pendency of the petition, containing a description of the area sought to be vacated or right, use or occupancy sought to be obtained, shall be published at least once each week for three successive weeks prior to expiration of such 30-day period in a newspaper of general circulation in the county wherein the city or town is located.

271.210 Hearing; grant of petition. Hearing upon the petition shall be had by the city governing body at its next regular meeting following the expiration of 30 days from the filing of the petition. At that time objections to the granting of the whole or any part of the petition shall be duly heard and considered by the governing body, which shall thereupon, or at any later time to which the hearing is postponed or adjourned, pass by a majority vote an ordinance setting forth the property to be vacated, or other rights, occupancy or use to be thereby granted. Upon the expiration of 30 days from the passage of the ordinance and the approval thereof by the mayor of the city or town, the ordinance shall be in full force and effect.

271.220 Filing of objections; waiver. All objections to the petition shall be filed with the clerk or auditor of the city or town within 30 days from the filing of the petition, and if not so filed shall be conclusively presumed to have been waived. The regularity, validity and correctness of the proceedings of the city governing body pursuant to ORS 271.180 to 271.210, shall be conclusive in all things on all parties, and cannot in any manner be contested in any proceeding whatsoever by any person not filing written objections within the time provided in this section.

271.230 Records of vacations; fees. (1) If any town or plat of any city or town is vacated by a county court or municipal authority of any city or town, the vacation order or ordinance shall be recorded in the deed records of the county. Whenever a vacation order or ordinance is so recorded, the county surveyor of such county shall, upon a copy of the plat that is certified by the county clerk, trace or shade with permanent ink in such manner as to denote that portion so vacated, and shall make the notation "Vacated" upon such copy of the plat, giving the book and page of the deed record in which the order or ordinance is recorded. Corrections or changes shall not be allowed on the original plat once it is recorded with the county clerk.

(2) For recording in the county deed records, the county clerk shall collect the same fee as for recording a deed. For the services of the county surveyor for marking the record upon the copy of the plat, the county clerk shall collect a fee as set by ordinance of the county governing body to be paid by the county clerk to the county surveyor. [Amended by 1971 c.621 §31; 1975 c.607 §31; 1977 c.488 §2; 1979 c.833 §30; 1999 c.710 §12; 2001 c.173 §5]

TRANSFER, LEASE, DONATION OR USE OF PUBLIC LANDS

271.300 Application and administration of ORS 271.300 to 271.360; rules. (1) The power granted by ORS 271.300 to 271.360 is vested in each political subdivision of the State of Oregon. The power is self-operating, without the necessity of further legislation.

(2) In carrying ORS 271.300 to 271.360 into effect, a political subdivision shall act through its duly constituted governing body. Each political subdivision through its governing body may provide rules necessary in carrying out ORS 271.300 to 271.360. [Amended by 1981 c.787 §26; 1985 c.443 §4]

271.310 Transfer or lease of real property owned or controlled by political subdivision; procedure in case of qualified title; notice; rules. (1) Except as provided in subsection (2) of this section and subject to subsection (3) of this section, whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision's interest in the property to a governmental body or private individual or corporation. The consideration for the transfer or lease may be cash or real property, or both.

(2) If the ownership, right or title of the political subdivision to any real property set apart by deed, will or otherwise for a burial ground or cemetery, or for the purpose of interring the remains of deceased persons, is limited or qualified or the use of the real property is restricted, whether by dedication or otherwise, the political subdivision may, after the county court or governing body thereof has first declared by resolution that the real property is not needed for public use, or that the sale, exchange, conveyance or lease of the real property will further the public interest, file a complaint in the circuit court for the county in which the real property is located against all persons claiming any right, title or interest in the real property, whether the interest be contingent, conditional or otherwise, for authority to sell, exchange, convey or lease all or any part of the real property. The resolution is prima facie evidence that the real property is not needed for public use, or that the sale, exchange, conveyance or lease will further the public interest. The action shall be commenced and prosecuted to final determination in the same manner as an action not triable by right to a jury. The complaint shall contain a description of the real property, a statement of the nature of the restriction, qualification or limitations, and a statement that the defendants claim some interest therein. The court shall make such judgment as it shall deem proper, taking into consideration the limitation, qualifications or restrictions, the resolution, and all other matters pertinent thereto. Neither costs nor disbursements may be recovered against any defendant.

(3)(a) At least 30 days before listing or placing real property for sale, exchange or conveyance, a political subdivision shall notify the Department of Transportation of its intent to sell, exchange or convey the real property if the real property is within 100 feet of a railroad right of way or is within 500 feet of an at-grade rail crossing.

(b) The department shall share the advance notice with private providers of rail service that might be interested in obtaining the real property to facilitate the current delivery or future expansion of rail service. Notwithstanding the benefit of receiving advance notice, a private provider of rail service may not obtain or enter into negotiations to obtain the real property until the political subdivision offers the real property for sale, exchange, conveyance or lease to the general public. As used in this paragraph, "general public" includes private providers of rail service.

(c) Paragraph (a) of this subsection does not apply:

(A) To light rail corridors and any other rail corridors excluded by rule of the department;

(B) If the proposed sale, exchange or conveyance of the real property is to a provider of rail service; or

(C) To the proposed sale, exchange or conveyance of easements.

(d) The department shall adopt rules to implement this subsection. The rules may include provisions that:

(A) Identify rail corridors within which a political subdivision is not required to provide notice of intention to sell, exchange or convey real property within 100 feet of a railroad right of way or within 500 feet of an at-grade rail crossing.

(B) Establish a process for providing advance notice to private providers of rail service.

(4) Unless the governing body of a political subdivision determines under subsection (1) of this section that the public interest may be furthered, real property needed for public use by any political subdivision owning or controlling the property may not be sold, exchanged, conveyed or leased under the authority of ORS 271.300 to 271.360, except that it may be exchanged for property that is of equal or superior useful value for public use. Any such property not immediately needed for public use may be leased if, in the

discretion of the governing body having control of the property, the property will not be needed for public use within the period of the lease.

(5) The authority to lease property granted by this section includes authority to lease property not owned or controlled by the political subdivision at the time of entering into the lease. A lease under this subsection shall be conditioned upon the subsequent acquisition of the interest covered by the lease. [Amended by 1955 c.755 §1; 1961 c.136 §1; 1979 c.284 §127; 1981 c.787 §27; 1985 c.443 §5; 1999 c.559 §2; 2011 c.446 §1; 2013 c.781 §32]

271.320 Exchange of trust fund assets. If any property owned by a political subdivision is held as an asset of any special trust fund securing the payment of bonds, it may be exchanged, under the authority granted in ORS 271.310, for other property of equal or superior value, and property so received in exchange shall be an asset of the fund in lieu of the property previously held. [Amended by 1981 c.787 §28]

271.330 Relinquishing title of property not needed for public use. (1) Any political subdivision is granted express power to relinquish the title to any of the political subdivision's property not needed for public use to any governmental body, providing the property is used for not less than 20 years for a public purpose by the governmental body in the State of Oregon. These transfers for public purposes may include transfers without consideration of property held by counties as a result of tax foreclosures.

(2)(a) Any political subdivision is granted express power to relinquish the title to any of the political subdivision's property to a qualifying nonprofit corporation or a municipal corporation for the purpose of providing any of the following:

(A) Low income housing;

(B) Social services; or

(C) Child care services.

(b) As used in this subsection:

(A) "Qualifying nonprofit corporation" means a corporation that is a public benefit corporation as defined in ORS 65.001 and that has obtained a ruling from the federal Internal Revenue Service providing that the corporation is exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code.

(B) "Social services" and "child care services" include but are not limited to education, training, counseling, health and mental health services and the provision of facilities and administrative services to support social services and child care services.

(3) Any political subdivision is granted express power to convey real property to a nonprofit or municipal corporation to be used by the nonprofit or municipal corporation for the creation of open space, parks or natural areas for perpetual public use. The instrument conveying the real property must include a restriction on the use of the property that limits the uses of the property to those uses described in this subsection. The instrument conveying the property must also contain a provision for the reversion of the property to the political subdivision if the property is not used in conformance with the restriction. Real property conveyed under this subsection may include real property held by a political subdivision as a result of tax foreclosures.

(4) Any political subdivision is granted express power to convey real property to a nonprofit, municipal or private corporation for the purpose of providing broadband service. The instrument conveying the real property shall include a restriction on the use of the property that requires the property to be used to provide broadband service. The instrument conveying the property shall also contain a provision for the reversion of the property to the political subdivision if the property is not used in conformance with the restriction.

(5) Transfers under this section may include transfers without consideration of property held by counties as a result of tax foreclosures.

(6) Before any county court or board of county commissioners may transfer, under subsection (1) of this section, any tax foreclosed lands in which the state or a political subdivision has represented delinquent and uncollected taxes, liens or assessments, the county court or board of county commissioners shall advertise in a newspaper of general circulation in the county for two successive weeks the court's or the board's intention to so transfer the property. The notice must state when the county court will hear objections to the transfer and must specifically describe the property intended to be transferred. After the hearing set in the notice is held and objections are heard, the court may, in the court's sound discretion, proceed with the transfer. Except in the case of a transfer for low income housing, real property must be conveyed by deed, subject to a reversionary interest retained by the granting political subdivision in the event that the property is used for a

purpose that is inconsistent with the grant. The granting political subdivision may waive the subdivision's right to a reversionary interest at the time the property is conveyed. After the transfer the interests of the state or any political subdivision in the land on account of uncollected taxes, liens or assessments are extinguished, and the county is relieved of the necessity to account for uncollected taxes, liens or assessments. [Amended by 1981 c.787 §29; 1991 c.556 §1; 1997 c.248 §1; 1997 c.752 §2; 1999 c.366 §1; 2001 c.315 §54; 2013 c.158 §35; 2013 c.274 §13; 2019 c.112 §1; 2019 c.174 §112]

271.335 Relinquishing reversionary interest held by political subdivision. Any political subdivision, by resolution adopted by the governing body of the political subdivision, may waive and relinquish any reversionary interest held by the political subdivision in property transferred under ORS 271.330 when the transfer occurred:

(1) Not less than 20 years prior to the date on which the resolution is adopted; or

(2) Less than 20 years prior to the date on which the resolution is adopted, if the political subdivision determines that waiving and relinquishing its reversionary interest is in the public interest. [1999 c.366 §3; 2019 c.112 §2]

271.340 Property valuation in exchange to be equal. When property is exchanged under the authority of ORS 271.310 to 271.330, the value of the real property accepted by the political subdivision in exchange for any of its property plus cash, if any, shall not be less than the value of the property relinquished. [Amended by 1981 c.787 §30]

271.350 Determining valuation of property in exchanges. The value of the respective properties proposed to be exchanged shall be determined by the governing body of the political subdivision. The governing body shall cause it to be appraised by one or more competent and experienced appraisers. The compensation, if any, of the appraisers shall be borne equally by the respective owners of the property. In case the valuation shall not be mutually satisfactory to the respective owners it shall not be binding upon them. [Amended by 1981 c.787 §31]

271.360 Lease requirements. Every lease entered into pursuant to ORS 271.310 shall be authorized by ordinance or order of the body executing the same and shall provide terms and conditions as may be fixed and determined by the governing body executing the lease. The lease may provide that the lessee shall pay ad valorem taxes assessable against the leased property, or that the political subdivision shall pay these taxes, in which latter event the anticipated amount of taxes shall be taken into consideration in fixing the rental charge. [Amended by 1981 c.787 §32]

271.370 [Amended by 1981 c.787 §33; 1983 c.660 §1; repealed by 1985 c.443 §1]

271.375 Public grazing lands; sale; lease or exchange. The counties of the state are authorized to sell, convey, lease or exchange any or all county-owned lands chiefly suitable for grazing, to or with the state or each other and with the United States of America for other lands either of equal acreage or of equal value. All powers granted by this section to the several counties are in addition to and not in derogation of powers previously conferred by law. [Formerly 273.240; 1981 c.787 §34]

271.380 Indemnifying political subdivision for loss or damage resulting from occupancy of its property. Any political subdivision occupying a street or public property of another political subdivision by any structure above, on or under the surface, may provide a contract of indemnity to protect the other political subdivision against loss or damage resulting from that occupancy. [1959 c.442 §1; 1981 c.787 §35]

271.390 Lease or purchase of real estate by public body or council of governments; financing agreement. (1) As used in this section:

(a) "Council of governments" means a council of governments or other similar entity created prior to the enactment of ORS 190.010 (5) on September 29, 1991.

(b) "Public body" has the meaning given that term in ORS 287A.001.

(c) "Real or personal property" means land, improvements to land, structures, fixtures, personal property, including furnishings, equipment and computer software purchases and licenses, and any costs that may be capitalized under generally accepted accounting principles and treated as costs of personal property.

(2) A public body or a council of governments may enter into contracts for the leasing, rental or financing of any real or personal property that the governing body of the public body or council of governments determines is needed, including contracts for rental, long term leases under an optional contract for purchase, financing agreements with vendors, financial institutions or others, or for purchase of any property. Contracts made by a public body or a council of governments are subject to the terms of its charter, intergovernmental agreement or other organizing document, if applicable. If authorized by the governing body, the contracts may:

(a) Provide that the obligations of the public body or council of governments under the contract is secured by a mortgage on or other security interest in the property to be leased, rented, purchased or financed under the contract.

(b) Provide that the obligations of the public body or council of governments under the contract are payable out of all or any portion of lawfully available funds of the public body or council of governments, and lawfully available funds may be pledged to the payment of those obligations.

(c) If authorized by the charter, intergovernmental agreement or other organizing document of the public body or council of governments, contain a covenant on the part of the public body or council of governments to budget and appropriate in each fiscal year, in accordance with law, sums sufficient to pay when due the amounts owing under the contract.

(d) Provide for the issuance of certificates of participation in the payment obligations of the public body or council of governments under the contract and contain other covenants, agreements and provisions determined to be necessary or appropriate in order to better secure the obligations of the public body or council of governments.

(3) The lien of the pledge, mortgage or security interest is valid and binding from the time of entering into the contract. The revenue or property is immediately subject to the lien without physical delivery, filing or other act, and the lien is superior to all other claims and liens of any kind whatsoever. Subject to the terms, provisions and limitations of the contract, the lien may be foreclosed by a proceeding brought in the circuit court of the county in which the public body, or the greater part thereof, or the main office of the council of governments is located, and any tangible real or personal property subject to the lien may be sold upon the order of the court. The proceeds of the sale must be applied first to the payment of the costs of foreclosure and then to the amounts owing under the contract, with any balance being paid to the public body or council of governments. The authority granted by this section is in addition to, and not in lieu of, any other statutory or charter authority.

(4) A public body or council of governments that has entered into a lease purchase or installment purchase agreement may enter into a financing agreement to refinance the obligations of the public body or council of governments under the lease purchase or installment purchase agreement.

(5) The estimated weighted average life of a financing contract executed under this section may not exceed the estimated dollar weighted average life of the real or personal property that is financed with the contract. [Amended by 1995 c.333 §2; 1997 c.171 §7; 1999 c.559 §1; 2003 c.195 §8; 2005 c.443 §3; 2007 c.783 §89]

271.400 Conveyances by political subdivision to state. Notwithstanding any other law, the governing body of a political subdivision may convey, by a proper deed of conveyance executed by the proper governing body, to the State of Oregon, by and through any state agency, for carrying out the purposes of that agency, any lands or rights therein vested in the political subdivision, upon terms and conditions as may be agreed upon with the state agency. [Amended by 1981 c.787 §36]

271.405 Transfer of property by city or town to county for public institutions and works. Whenever any property or rights therein required by any county in carrying out public purposes is owned by an incorporated city or town within such county, the city or town may, if in the judgment of the governing body of the city or town the public may be benefited thereby, convey and transfer to such county by proper conveyances, and the county may accept, such property or rights. [Amended by 1981 c.153 §59]

271.410 Use of municipal property for rodeos, games, racing and exhibitions. Any municipal corporation having the right to possession of real property within or without its corporate limits may rent, lease or otherwise give possession of such real property for the purpose of conducting such rodeos, baseball games, football games, racing and exhibitions generally as are authorized under the laws of this state.

271.420 City bonds as payment for land sold by city. By ordinance duly passed by its governing body, any incorporated city or town may authorize the acceptance of its general obligation bonds or interest coupons, or both, in payment of the purchase price of any lands acquired and for sale by such city or town.

271.430 Lease of space above or below street or highway; effect on prior dedication or grant for public purpose. Any political subdivision holding the easement or fee title to a street or highway may lease the space above or below that street or highway for private purposes for such period as the governing body determines the space will not be needed for public purposes, and upon other terms and conditions the governing body finds to be in the public interest. Before leasing the space, the governing body shall determine that the use of the space will not unreasonably interfere with the public use and utility use of the street or highway, and shall notify the property owners abutting the space proposed to be leased under this section and give them an opportunity to be heard with respect to the proposed leasing. Lease of space above or below a street or highway for private purposes shall not affect prior dedication or grant of the area for street or highway purposes. [1969 c.586 §2; 1981 c.787 §37]

271.440 Agreements for location of transmission lines on property of political subdivision. Any political subdivision, owning or controlling any real property or rights therein, may enter into agreements with the United States or any agency thereof, relative to the conditions for and places where electrical and other transmission lines may be placed and maintained across that property. The agreements may be in perpetuity or for a shorter period. However, an agreement shall not affect the constitutional rights of any owners of private property who do not join therein. [Formerly 758.030; 1981 c.787 §38]

271.445 Installation of fiber-optic lines on public land and in public right of way. (1) It is the intent of the Legislative Assembly that the state inform city and county governments of applications for the installation of fiber-optic lines on public land and in public rights of way that have been submitted to state agencies.

(2) The Governor shall direct the Department of Transportation and the Department of State Lands to take such action as necessary to ensure that affected city and county governments are informed of applications for the installation and maintenance of fiber-optic lines on public land and in public rights of way that have been submitted to the state agencies. [1999 c.1093 §40]

Note: 271.445 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 271 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

ACQUISITION AND DISPOSITION OF INDUSTRIAL FACILITIES

271.510 Definition of “industrial facility” for ORS 271.510 to 271.540. As used in ORS 271.510 to 271.540, “industrial facility” means any land, any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence, which shall be suitable for use for industrial, commercial, manufacturing, research and development or warehousing purposes, but shall not include port facilities, railroads or facilities for any purposes or enterprises which are subject to regulation by the Public Utility Commission of Oregon. [1965 c.553 §2; 1981 c.787 §39; 1983 c.459 §13; 1985 c.541 §3]

271.520 Declaration of legislative purpose. It is hereby declared that there is a need for the continued development of industrial, commercial, manufacturing, research and development and warehouse facilities to insure the growth and prosperity of the state, and of the counties and cities within the state. It is the purpose of ORS 271.510 to 271.540 to provide the counties and cities within the state with the power to acquire title

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	October 21, 2020	Street Closure request – Chamber of Commerce Halloween Trick or Treat on Main Street
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 a request to temporarily close Main Street from Business Hwy 20 south to Second Street SE from 2:00 p.m. to 7:00 p.m. for the Chamber of Commerce Halloween Trick or Treat on October 31, 2020.

Background:

The Chamber of Commerce (Chamber) is requesting a temporary street closure of Main Street to vehicular traffic to allow for the safe conduct of the annual Halloween Trick or Treat event on October 31. The event is scheduled from 3:30 p.m. to 6:00 p.m. and the Chamber is requesting the closure to begin at 2:00 p.m. and end at 7:00 p.m. The City will provide barricades to the Chamber to close the streets.

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

Attachment:

1. Application and map

APPLICATION AND PERMIT AUTHORIZING
OUTDOOR PUBLIC EVENT IN PUBLIC AREA
CITY OF TOLEDO

APPLY AT LEAST 40 DAYS PRIOR TO EVENT

TOLEDO CHAMBER OF COMMERCE Kathycrane817@gmail.com
Name of Applicant Email
P.O. Box 249 Toledo 541-336-3183
Address Telephone
Oct 31, 2020 3:30 - 6 pm
Date of Event Hours of Event
MAIN STREET 300
Event Location/Address Expected Number of Attendance

TRICK OR TREAT ON MAIN STREET
Describe the Event (Please attach any applicable flier or brochure about the event)

CHILDREN WILL TRICK OR TREAT ON MAIN STREET
ONE WAY TRAFFIC WILL BE ENFORCED. ALL PARENTS
& CHILDREN WILL BE REQUIRED TO WEAR MASKS
SOCIAL DISTANCING BETWEEN GROUPS WILL BE ENFORCED.

If city services are requested for this event please check the appropriate box and explain below.

Street Closure

Barricades

(Use the attached map to clearly mark the requested street closure and barricade placement. City street closures require approval of the City Council.)

Date: 10-31-2020

Time: 2 pm to 7 pm

Other (please describe the service requested in detail)

Name of Alternate contact person for this event email director@toledooregon.org Telephone 541-270-5022
KATHY CRANE

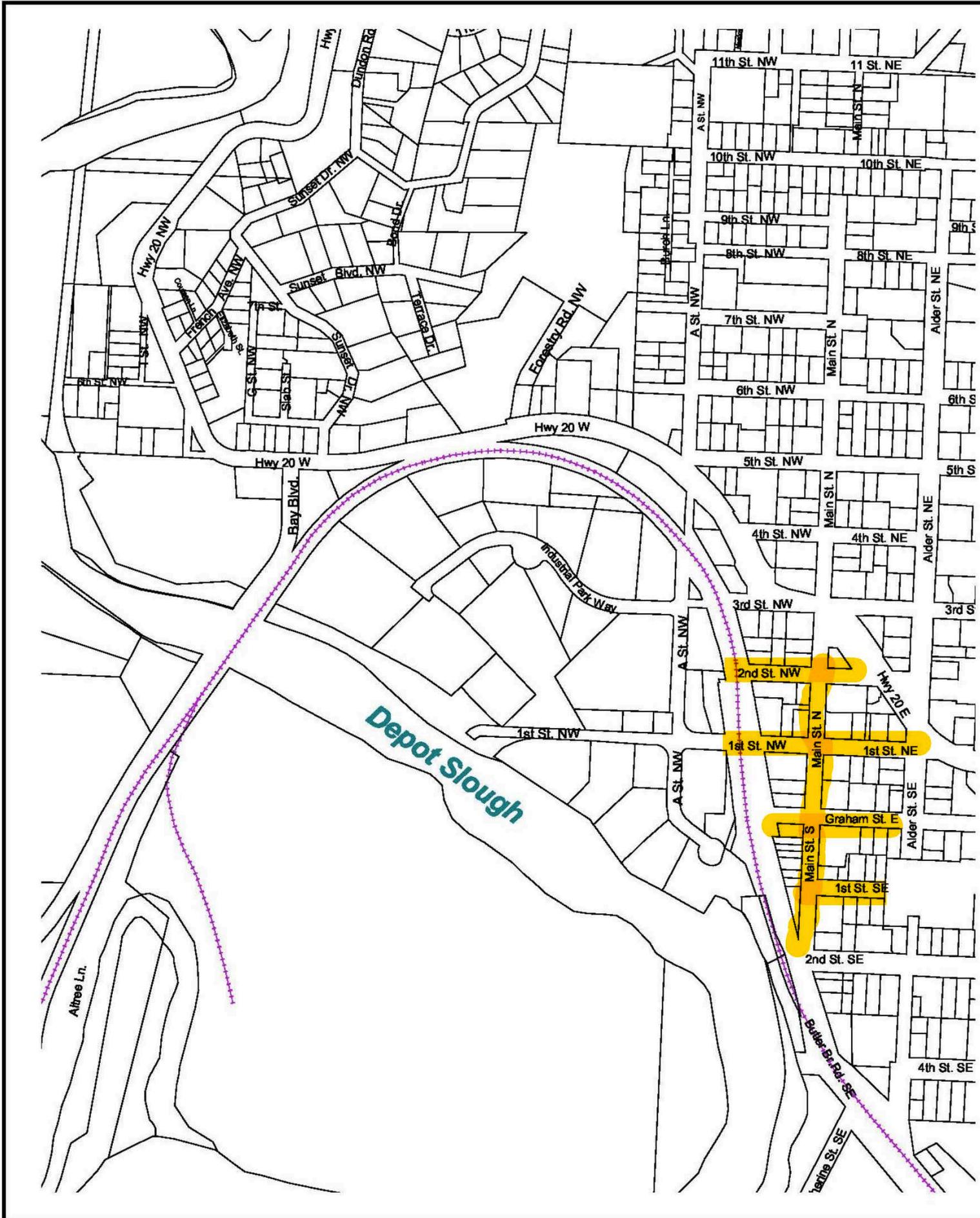
I have attached proof of insurance for this event. (Proof of insurance is required for events that occur on City property or in City facilities.) TO COME

I certify all information submitted is complete and correct to the best of my knowledge. I understand a false answer may be reason to deny this application.

Kathy M. Crane
Signature of Applicant

Date: 10-25-2020

Toledo, Oregon



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	October 21, 2020	Approve Easement agreement with American Cell Tower
Council Goal:	Agenda Type:	
N/A	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Attorney D. Robinson	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Motion to approve the easement agreement American Cell Tower and authorize Mayor Rod Cross to sign the agreement.

Background:

In 1996 the City entered into an option and lease agreement with American Tower to install, manage, and operate a cell tower installation on City-owned property. The property is identified as tax lot 200 on tax map 11-10-08BB, Lincoln County, OR, and located at the dead end of Magnolia St. The lot has the existing cell tower site which takes up approximately 2700 sq. ft. as well as the City-owned and operated water tower.

The terms of the American Tower lease expire in 2021 and also allow for a perpetuation of a month-to-month lease agreement. American Tower offered a one-time payment in exchange for an option and long term easement to continue operating the cell tower site. The City was not obligated to accept the offer but arguably could have been held to a month-to-month lease with American Tower in perpetuity and at the sole discretion of American Tower.

Under these conditions, the City Council instructed staff to research and report back on the best method to continue having a cell tower site at the location and further the public interest by obtaining the best price at the least administrative impact on City staff.

This property is special and unique because of its size, shape, location, and historic partial use as a cell tower installation and partial use by the City for one of its water towers, and as such the property has little to no value to the public and in fact, the public is prohibited from entering the entire tax lot.

The Council obtained an appraisal for the site to determine its value as a cell tower site. Then Council considered the following alternative real property land use arrangements: sale, lease, easement. Leasing increases administrative costs because it requires regular attention and tracking over months and years. Leasing does not increase potential revenue, as opposed to an outright sale or granting an easement. A sale would require parceling the 2700 sq. ft. tower site from the lot as well as requiring the City to grant an access easement to the tower site, thereby increasing time and expense.

Based on the special characteristics of the property and limited pool of bidders available in the industry, the Council authorized alternative bidding for this property and instructed City Staff to obtain bids from within the cell tower industry.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

The Council received two competitive bids. American Tower won by offering the highest price. Additionally, American Tower proposed an easement as opposed to a long term lease or outright sale, which furthers the public interest by reducing expense to the City and still allowing for obtaining the highest price within the appraisal in exchange for the use of this site.

Fiscal Impact:	Fiscal Year:	GL Number:
\$450,000	2020-2021	Unknown

Attachment:

1. Easement Agreement
2. Proposed exhibit A premises Map

OPTION AGREEMENT TO PURCHASE COMMUNICATIONS EASEMENT

THIS AGREEMENT (this "**Option Agreement**") is made effective as of the latter signature date hereof (the "**Option Effective Date**") by and between **American Tower Delaware Corporation**, a Delaware corporation ("**Buyer**") and **City of Toledo, Oregon**, a municipal corporation ("**Seller**") (Buyer and Seller being collectively referred to herein as the "**Parties**").

In consideration of the foregoing recitals and the mutual covenants set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Seller hereby grants to Buyer an exclusive option (the "**Option**") to purchase a perpetual, exclusive communications easement and perpetual, non-exclusive access and utility easement (collectively, the "**Easements**"), which Easements shall be memorialized in an easement agreement, the form and substance of which shall be substantially similar to the agreement attached hereto as **Exhibit 1** and incorporated herein by reference (the "**Easement Agreement**"). The Easement Agreement shall grant, convey, and transfer to Buyer certain rights as described in the Easement Agreement over, across, in, and under that certain real property owned by Seller in the County of Lincoln, State of Oregon (the "**Premises**"), and on which Buyer currently operates or manages a communications facility. Seller shall also assign to Buyer, or an affiliate of Buyer, all of Seller's right, title and interest in, to and under all of the existing leases, licenses, or other agreements for use and occupancy of the Easement Areas (as defined in the Easement Agreement), including but not limited to those agreements listed on the **Current Agreement Addendum** attached hereto and incorporated by this reference (collectively, the "**Current Agreement**" or "**Current Agreements**"), including without limitation, the right to receive any and all rents and other monies payable to Seller thereunder, arising or accruing on or after the Closing (as herein defined). For the avoidance of doubt, the foregoing "incorporation by reference" is for the sole purpose of assigning the Current Agreement, including all rents, as provided above, and none of the terms and provisions of the Current Agreement shall replace, alter, or amend the terms and provisions of this Option Agreement and the Easement Agreement. The Buyer shall have the sole, exclusive and absolute right to exercise the Option as provided herein. Seller hereby represents and warrants that it has the full power and authority to enter into this Option Agreement and the person(s) executing this Option Agreement on behalf of Seller, as the case may be, have the authority to enter into and deliver this Option Agreement on behalf of Seller. If applicable, Seller shall execute a resolution and consent affidavit prepared by Buyer evidencing proper signing authority, or Seller must otherwise demonstrate, in Buyer's sole and absolute discretion, the person(s) executing this Option Agreement on behalf of Seller, have the authority to enter into and deliver this Option Agreement on behalf of Seller.
2. Subject to the terms of this Option Agreement, Buyer may exercise the Option by countersigning the Easement Agreement and paying to Seller an amount equal to **Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00)** [the "**Purchase Price**"] by check or by wire transfer of funds. The day on which payment is made to Seller is referred to herein as the "**Closing**". Buyer shall have the right to deduct from the Purchase Price, on a prorated basis, any prepaid monthly and/or annual rental payments made pursuant to the Current Agreement, which are attributable to the period subsequent to the first day of the next calendar month following the date of Closing. Seller agrees to accept the Purchase Price as full and final compensation for conveying the Easements to Buyer. The Purchase Price shall be paid to, and all taxable income shall be reported by, **City of Toledo, Oregon**. From and after the Option Effective Date until the earlier of the date of Closing or the Termination Date (as defined below), Seller shall not (and hereby agrees not to) solicit or accept any offers to purchase the Premises or to purchase, lease, license, or otherwise transfer, convey, and/or assign any easement or other interests, rights, and/or title in and/or to all or any portion of the Easement Areas, or continue negotiations with other potential purchasers or other third parties with respect to the same.
3. The Parties shall use best efforts to close the transaction contemplated herein within ninety (90) days of the Option Effective Date. Unless otherwise agreed to in writing by the Parties, this Option Agreement shall automatically terminate upon the earlier of the date of Closing or the 120th day following the Option

ATC Site No: 82806
Site Name: TOLEDO OR

Effective Date (said date being referred to herein as the "**Termination Date**"). Between the Option Effective Date and the sooner of the date of Closing or Termination Date, Buyer and its agents, employees, contractors, and designees may hereafter enter the Premises for the purposes of inspecting, surveying or otherwise evaluating the Premises to determine whether Buyer will, in its sole and absolute discretion, exercise the Option. Seller shall provide Buyer with any reasonable documentation requested by Buyer to facilitate payment to Seller or to otherwise assist in expediting Buyer's completion of its due diligence.

4. Seller shall execute and deliver to Buyer the Easement Agreement, together with any other documents reasonably necessary for Buyer to record the Easement Agreement with the appropriate recorder's office and to obtain title insurance at Buyer's own cost. In the event Seller executes and delivers the Easement Agreement to Buyer prior to Closing, said documents shall be held in escrow by Buyer until the earlier of Closing or termination of this Option Agreement as provided hereunder.
5. Seller hereby acknowledges and agrees that Buyer has not made any representations or warranties to Seller, including, without limitation, Buyer's likelihood of exercising the Option or the tax implications of the contemplated transaction, and the Parties further agree that all terms and conditions of the Option Agreement are expressly stated herein.
6. This Option Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Option Agreement by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Option Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Option Agreement by all Parties to the same extent as an original signature. This Option Agreement shall be governed and construed by the laws of the State or Commonwealth in which the Premises is located without regard to the conflicts of laws provisions of such State or Commonwealth. Buyer may assign its rights, title, and interest in and to this Option Agreement to an affiliate or subsidiary of Buyer without the consent or approval of (or notice to) Seller.
7. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Seller at: 206 N Main St, PO Box 220, Toledo, OR 97391; to Buyer at: American Tower Land Management, 10 Presidential Way, Woburn, MA 01801; and with copy to: American Tower Legal Department, 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. This Option Agreement shall automatically become null and void and of no further force and effect if it is not executed by Seller and actually received by Buyer on or before October 31, 2020.

[SIGNATURES FOLLOW ON FOLLOWING PAGES]

ATC Site No: 82806
Site Name: TOLEDO OR

BUYER:

American Tower Delaware Corporation,
a Delaware corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 82806
Site Name: TOLEDO OR

SELLER:

City of Toledo, Oregon,
a municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

ATC Site No: 82806
Site Name: TOLEDO OR

CURRENT AGREEMENT ADDENDUM

That certain Option and Lease Agreement dated October 8, 1996, between City of Toledo, Oregon, a municipal corporation and US West NewVector Group, Inc., as evidenced by that certain Memorandum of Option and Lease Agreement recorded in Book 333, Page 1787, in the records of Lincoln County, Oregon.

ATC Site No: 82806
Site Name: TOLEDO OR

EXHIBIT 1

[EASEMENT AGREEMENT TO FOLLOW]

ATC Site No: 82806
Site Name: TOLEDO OR

Prepared by and Return to:

Attorney, Danielle Fiorentino, Land Management
Site No: 82806
Site Name: TOLEDO OR
c/o American Tower
10 Presidential Way
Woburn, MA 01801

Prior Recorded Lease Reference:

Book 333, Page 1787
State of Oregon
County of Lincoln

(Recorder's Use Above this Line)

STATE OF OREGON

Assessor's Parcel No:

COUNTY OF LINCOLN

EASEMENT AND ASSIGNMENT AGREEMENT

This Easement Agreement ("**Agreement**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Toledo, Oregon**, a municipal corporation ("**Grantor**") and **American Tower Delaware Corporation**, a Delaware corporation ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of the real property described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Premises**") on which Grantee currently operates or manages a communications facility; and

WHEREAS, Grantor now desires to grant and Grantee desires to receive, certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a perpetual, exclusive easement (the "**Exclusive Easement**") in and to that portion of the Premises more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**"); and (ii) a perpetual, non-exclusive easement (the "**Access and Utility Easement**"; the Exclusive Easement and Access and Utility Easement, collectively, the "**Easements**") in and to that portion of the Premises more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "**Easement Areas**"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this

ATC Site No: 82806
Site Name: TOLEDO OR

Agreement. Grantor makes no representation or warranty regarding the type or condition of the substrata beneath the surface of the Easement Areas, except as expressly provided in this Agreement.

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

4. Duration. The duration of this Agreement and the Easements granted herein (the "**Term**") shall be perpetual, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence. In the event Grantee, or its successors, abandons its use of the Easements, then Grantor, or its successors, may terminate this Agreement and the Easements conveyed herein by providing legally sufficient evidence of such abandonment and following such termination all right and title to the land constituting the Easement Areas shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees, or agents, use the Easement Areas in any manner (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement Area, or maintenance and/or upkeep of the Exclusive Easement Area) for a consecutive period of five (5) years, and, following the expiration of such five (5) year period, do not respond within forty-five (45) days of Grantee's receipt of written notice from Grantor asserting such abandonment. Notwithstanding anything to the contrary contained herein, within 180 days of the termination of this Agreement as provided in this Section, Grantee shall remove all of its communications equipment and other personal property from the Exclusive Easement Area, including the removal of any foundation to three (3) feet below grade, but not including underground utilities, if any, and shall restore, subject to the condemnation provisions set forth herein, the Exclusive Easement Area to its original condition, reasonable wear and tear and casualty excepted.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

6. Use of Easement Areas.

a. Exclusive Easement. The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "**Permitted Parties**") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications inside, upon, and below the surface of the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this

ATC Site No: 82806
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Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may, at Grantee's sole and exclusive option, construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.

b. Access and Utility Easement. The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days per week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove its own (or the Permitted Parties') overhead and underground utilities, including, without limitation, electric, water, gas, sewer, telephone, fiber and data transmission lines (including wires, poles, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not prevent and/or materially disturb access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that materially interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. Grantee shall not utilize the Access and Utility Easement Area in any manner that materially interferes with Grantor's use of such area and/or the Premises. Notwithstanding the foregoing, the parties acknowledge and agree that there is no interference occurring as of the Effective Date. Grantor agrees to maintain the existing access road in a manner sufficient to allow pedestrian and vehicular access to the Exclusive Easement Area at all times except that Grantee shall be responsible for repairing any damage caused by the use of the road by Grantee and/or the Permitted Parties, reasonable wear and tear and casualty excepted. In the event the Access and Utility Easement Area cannot, does not, or will not reasonably accommodate the access and utility needs of the Grantee during the Term, or if it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement Area are not encompassed within the description of the Access and Utility Easement Area as set forth herein, Grantor and Grantee agree to amend the description of the Access and Utility Easement Area provided herein to include the description of such areas and/or to relocate the Access and Utility Easement, for no additional consideration, and to create a revised legal description for the Access and Utility Easement Area that will reflect such relocation. The Access and Utility Easement and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. Grantor's Use of Grantee's Tower. Grantee hereby grants to Grantor a non-exclusive license to install, maintain, and operate radio equipment on the communications tower within the Exclusive Easement Area (the "**Tower**") for Grantor's Public Safety Equipment. Grantor shall not construct, install, or operate any equipment or improvements or maintenance and/or repairs to Grantor's equipment on the Tower other than those which are approved in writing by Grantee, nor shall Grantor alter the frequencies or operation of the approved equipment without Grantee's prior written consent, which shall not be unreasonably delayed or conditioned. Grantor shall submit an application (the "**Equipment Application**") to Grantee, utilizing Grantee's then current form, to request the right to replace or modify its approved equipment or alter the frequencies for Grantee's review and written approval (such written approval, or notice to proceed, the "**NTP**"). Grantor shall not construct, install, or alter the approved equipment until Grantee issues to Grantor a NTP. Grantor shall be solely responsible for all costs associated with the installation and maintenance of its property on the Tower and Exclusive Easement Area but shall have no financial obligation to Grantee therefor (rent, or any other payment to Grantee), except for any applicable governmental fees, utility costs or other expenses directly attributable to Grantor's use of the Tower. Notwithstanding anything to the contrary in this Agreement, Grantor shall obtain advance permission from Grantee for any person or company to climb the Tower as necessary for the installation and maintenance of Grantor's equipment. Grantee's permission shall not unreasonably be withheld. Grantor further agrees that its equipment and improvements on the Tower shall not cause radio frequency or any other type of interference with the operations of any other users of the Tower, (each, a "**Tower User**"). In the event that any modification or change in the Grantor's approved equipment causes interference to any other then-existing use by any then-existing Tower User, then Grantee or the affected Tower User shall notify the Grantor in writing of such interference and if the Grantor is unable to either eliminate or reduce the interference to a level acceptable to the

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affected Tower User within a period of thirty (30) days after such written notice, Grantor agrees to cease all interfering operations from the Tower. Grantee agrees to insert comparable non-interference clauses into its agreements with other Tower Users, and Grantee agrees to preclude other Tower Users from interfering with the operation of the Grantor's approved equipment, as such approved equipment exists at the time Grantee enters into an agreement with another Tower User. Grantor shall at all times comply with all applicable laws, and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the approved equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement. Grantor and Grantee agree that Grantor shall be responsible for the cost of any structural analysis required by Grantee in its reasonable discretion, in connection with the installation or replacement of Grantor's equipment on the tower; Grantee covenants and agrees that it will provide notice to Grantor prior to undertaking any such analysis, thereby allowing Grantor an opportunity to evaluate the installation or replacement. In the event that a structural analysis indicates that the Tower is not suitable for Grantor's equipment, Grantor and Grantee agree that the costs of any structural modifications or repairs reasonably necessary to accommodate the additional load of Grantor's equipment shall be made to the Tower at the sole cost of Grantor, however, in no event shall any such modification or repair be undertaken and/or performed if the same would or could cause interference to any either then-existing other use by any then-existing Tower User. No person or entity other than Grantor shall have the right to install, maintain, or operate the approved equipment or transmit or receive communications in the Exclusive Easement Area or on the Tower. Grantor shall be solely responsible for extending utilities to the Tower as necessary for the operation of the approved equipment.

8. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of Grantor, including, but not limited to, an affiliate of Grantee, provided, however, Grantee shall provide notice of assignment to Grantor within thirty (30) days of assignment. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

9. Indemnification. Grantee shall and hereby does indemnify and hold Grantor harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorney's fees and costs) actually incurred, asserted, and/or suffered (collectively, the "**Losses**"), whether to persons or property, arising directly from Grantee's use of the Easements and the use of the Easements by Grantee's employees, agents, contractors, guests, licensees, or invitees; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Grantor or any of Grantor's employees, agents, contractors, Council members and/or invitees.

10. Insurance. Grantee shall at all times during the Term of this Agreement and at Grantee's sole cost and expense, maintain in effect Worker's Compensation insurance with statutory limits and General Liability insurance to cover bodily injury and property damage, adequate to protect Grantor against liability for bodily injury or death of any person in connection with the use, operation and condition of the Easement Areas, in an amount not less than Three Million and No/100 Dollars (\$3,000,000.00) of combined single limit bodily injury and property damage coverage with not less than Six Million and No/100 Dollars (\$6,000,000.00) in the aggregate. These limits can be met using the general liability policy limits and umbrella/excess limits. Such policy shall cover the Easement Areas and include Grantor as an additional insured. Within thirty (30) days of Grantee's receipt of a written request from Grantor, and no more than once per calendar year, Grantee shall deliver a certificate of insurance to Grantor evidencing the insurance requirements set forth in this section.

11. Covenants; Representations; Warranties.

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances except those of public record; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the

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extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (iv) to the best of Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (v) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (vi) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties and/or the Current Agreement(s) (as defined below); and (vii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. Grantee hereby acknowledges that Grantor is tax exempt. If, at any time during the Term, Grantor ceases to be tax exempt, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas, and Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises that are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the Effective Date); provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of the same by Grantor. Anything to the contrary notwithstanding, Grantor shall not be entitled to reimbursement from Grantee for any costs associated with an increase in the value of Grantor's real property calculated based on any monetary consideration paid from Grantee to Grantor. Additionally, Grantor is only eligible for reimbursement by Grantee for any applicable taxes if Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

c. Grantor shall not cause the area comprising the Easement Areas to be legally or otherwise subdivided from any master tract of which it is a part unless such subdivision is in accordance with all applicable law, including, but not limited to, local zoning regulations as they pertain to wireless telecommunications facilities. Grantor shall provide Grantee with written notice of any subdivision along with identification of the new parcel (including the tax parcel number) upon which the Easement Areas shall thereafter be located. In the event it is discovered that Grantor's subdivision of the Premises results in a violation or possible violation of applicable zoning laws and such violation or possible violation thereafter results in Grantee's inability to utilize the Easement Areas as contemplated in this Agreement, upon written notice by Grantee, Grantor shall undertake any and all acts necessary to cause the Easement Areas to comply with all applicable zoning laws. In no event shall Grantor undertake a subdivision of the Premises that results in the Easement Areas being located on more than one parcel and, in addition, any subdivision of the Premises shall insure that Grantee retains easements for access and utility purposes of the same or greater quality that exist as of the Effective Date from the Exclusive Easement Area to a public right of way.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

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e. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "**Hazardous Materials**" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "**Environmental Laws**" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

f. Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.

g. Grantor hereby agrees to and does indemnify and shall defend and hold harmless Grantee and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein.

h. Grantee hereby agrees to and does indemnify and shall defend and hold harmless Grantor and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantee of any representation, warranty or covenant of Grantee contained herein.

i. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.

12. Non-Disturbance. During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

13. Grantee's Securitization Rights; Estoppel. Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("**Grantee's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "**Holder**") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

14. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

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To Grantee: American Tower Delaware Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

To Grantor: City of Toledo, Oregon
206 N Main St
PO Box 220
Toledo, OR 97391

With copy to: American Tower Delaware Corporation
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

15. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

16. Miscellaneous. This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

17. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

18. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

19. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of

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the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

20. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

21. Government Approvals/Applications. Grantor hereby covenants and agrees that neither Grantor, in its capacity as fee owner of the Premises, nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee. For the avoidance of doubt, the foregoing shall not be deemed to impose any obligations on Grantor with respect to its review and approval of any zoning, land use or building permit application of Grantee in its capacity as a governmental authority. Grantor further covenants and agrees that Grantor shall promptly cooperate with Grantee in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easement Areas.

22. Assignment of Ground Lease. Grantor hereby assigns to Grantee all of Grantor's beneficial rights, title and interest in, to and under all of the existing leases, licenses and other agreements for use or occupancy of the Easements, including, but not limited to, those agreements listed on **Exhibit "D"** attached hereto (the "**Current Agreement**" or "**Current Agreements**"), including without limitation, the right to receive any and all rents and other monies payable to Grantor thereunder and including during any and all extensions thereof ("**Contract Revenues**"). Grantor hereby represents and warrants that as of the Effective Date there are no leases, license or other agreements pertaining to the Premises other than the Current Agreement(s). Notwithstanding the foregoing assignment to Grantee, Grantor agrees that Grantor remains the fee owner of the Premises and Grantor remains obligated to comply with all obligations of the lessor or Grantor under the Current Agreement(s), as the same may be extended or renewed, which relate to the ownership, maintenance, operation and use of the Premises. Such obligations are hereby expressly excluded from the foregoing assignment. Grantor hereby acknowledges that as of the Effective Date none of the improvements constructed pursuant to the Current Agreement(s) encroach outside the Premises. Grantor hereby certifies to Grantee that to the best of Grantor's knowledge the Current Agreement(s) are in full force and effect, that Grantor is not in default or breach of any of its obligations under the Current Agreement(s), that Grantor has received no notices alleging a default under the Current Agreement(s), and that as of the date hereof the lessee under the Current Agreement(s) has no claim against Grantor. Grantor agrees to indemnify and hold Grantee harmless from and against all loss, cost, damage, and expense, including, without limitation, reasonable attorney fees, arising out of any act, omission, or default by Grantor under the Current Agreement(s) that occurred prior to the Effective Date.

23. Further Acts; Attorney-In-Fact. Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute, deliver, and submit land-use, building permit and zoning applications related to Grantee's permitted use of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities.

24. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

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25. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

2 WITNESSES

City of Toledo, Oregon,
a municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of Oregon

County of Lincoln

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

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[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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GRANTEE:

2 WITNESSES

American Tower Delaware Corporation,
a Delaware corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this the ____ day of _____ 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

{Seal}

Attachments:

- Exhibit "A" – Premises
- Exhibit "B" – Exclusive Easement Area
- Exhibit "C" – Access and Utility Easement Area
- Exhibit "D" – Current Agreement(s)

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Exhibit "A"
The Premises

With Grantor's consent, which shall not be conditioned on the payment of consideration or unreasonably withheld or delayed, this Exhibit A may be replaced by descriptions and/or depictions from Grantor's deed(s) or a survey conducted by Grantee, at Grantee's option, that describe and/or depict the Premises

Beginning at a point that is South 542.30 feet and East 1026.00 feet from the Northwest corner of Section 8, Township 11 South, Range 10 West of the Willamette Meridian, in Lincoln County, Oregon; thence East 340 feet, more or less, to the East line of the Northwest quarter of the Northwest quarter of said Section 8; thence South along the East line of said Northwest quarter of the Northwest quarter to the Northerly boundary of County Road No. 565; thence Southwesterly and Northwesterly along said Northerly boundary to a point that is South of the point of beginning; thence North 450 feet, more or less, to the point of beginning.

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EXHIBIT "B"
Exclusive Easement Area

With Grantor's consent, which shall not be conditioned on the payment of consideration or unreasonably withheld or delayed, this Exhibit B may be replaced with descriptions and/or depictions from a survey conducted by Grantee, at Grantee's option, that describe and/or depict the Exclusive Easement Area

Description:

A cell tower site easement adjacent to the parking easement, and beginning at the SW corner of the above said Parking Easement:

Thence southeasterly to a point S 86°09'43" E a distance of 50.00';
Thence southwesterly to a point S 03°50'17" W a distance of 60.00';
Thence northwesterly to a point N 86°09'43" W a distance of 50.00';
Thence northeasterly to a point N 03°50'17" E a distance of 60.00', to return to the POINT OF BEGINNING

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EXHIBIT "C"
Access and Utility Easement Area

With Grantor's consent, which shall not be conditioned on the payment of consideration or unreasonably withheld or delayed, this Exhibit C may be replaced with descriptions and/or depictions from a survey conducted by Grantee, at Grantee's option, that describe and/or depict the Access and Utility Easement Area

A 20' wide strip of land lying in that parcel of land described in deed book 286, page 257, in the N.W.1/4 of N.W.1/4 of SEC.8, T.11S., R.10W., W.M. Lincoln County. Said strip's centerline more particularly described:
Beginning at the S.E. corner of Lot 7 of the plat of Skyline Terrace, thence S 85°16'25" W a distance of 313.14' to the strip centerline and being the true POINT OF BEGINNING:

Thence S 11°00'00" W a distance of 40.65';
Thence to a point S 05°00'00" W a distance of 28.47';
Thence to a point S 20°00'00" E a distance of 68.50';
Thence along a curve to the left with a radius of 170.00', a central angle of 36°09'36", an arc length of 107.30', having a chord that bears S38°04'52" E a distance of 105.52' to a point.
Thence S 56°09'43" E a distance of 28.99' to the strip centerline End Point

Also a Parking Easement contiguous with the above described Access Easement, beginning at said END POINT:

Thence northeasterly to a point N 03°50'17" E a distance of 23.85';
Thence southeasterly to a point S 86°09'43" E a distance of 50.00';
Thence southwesterly to a point S 03°50'17" W a distance of 60.00';
Thence northwesterly to a point N 86°09'43" W a distance of 50.00';
Thence northeasterly to a point N 03°50'17" E a distance of 36.15', to the POINT OF BEGINNING

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EXHIBIT "D"
Current Agreement(s)

That certain Option and Lease Agreement dated October 8, 1996, between City of Toledo, Oregon, a municipal corporation and US West NewVector Group, Inc., as evidenced by that certain Memorandum of Option and Lease Agreement recorded in Book 333, Page 1787, in the records of Lincoln County, Oregon.

ATC Site No: 82806
Site Name: TOLEDO OR



LEGEND

- DIMENSIONAL POINT
- MONUMENT FOUND
- MONUMENT PER RECORD
- P.O.B. POINT OF BEGINNING

LINE TABLE

#	BEARING	DISTANCE
L1	S 11°00'00" W	45.22'
L2	S 05°00'00" W	31.21'
L3	S 13°59'34" E	45.19'
L4	N 85°16'25" E	20.09'
L5	S 11°00'00" W	40.65'
L6	S 05°00'00" W	28.47'
L7	S 20°00'00" E	68.50'
L8	S 56°09'43" E	28.99'

CURVE TABLE

#	BEARING	DISTANCE	RADIUS	DELTA
C1	S 38°04'52" E	105.52'	170.00'	36°09'36"

EASEMENT NOTES:

Exhibit 1: Access Road and Parking Easement

Description:

A 20' wide strip of land lying in that parcel of land described in deed book 286, page 257, in the N.W.1/4 of N.W.1/4 of SEC.8, T.11S., R.10W., W.M. Lincoln County. Said strip's centerline more particularly described:
 Beginning at the S.E. corner of Lot 7 of the plat of Skyline Terrace, thence S 85°16'25" W a distance of 313.14' to the strip centerline and being the true POINT OF BEGINNING:

Thence S 11°00'00" W a distance of 40.65';
 Thence to a point S 05°00'00" W a distance of 28.47';
 Thence to a point S 20°00'00" E a distance of 68.50';
 Thence along a curve to the left with a radius of 170.00', a central angle of 36°09'36", an arc length of 107.30', having a chord that bears S38°04'52" E a distance of 105.52' to a point.
 Thence S 56°09'43" E a distance of 28.99' to the strip centerline End Point

Also a Parking Easement contiguous with the above described Access Easement, beginning at said END POINT:

Thence northeasterly to a point N 03°50'17" E a distance of 23.85';
 Thence southeasterly to a point S 86°09'43" E a distance of 50.00';
 Thence northwesterly to a point S 03°50'17" W a distance of 60.00';
 Thence northwesterly to a point N 86°09'43" W a distance of 50.00';
 Thence northeasterly to a point N 03°50'17" E a distance of 36.15', to the POINT OF BEGINNING

Exhibit 2: Cell Tower Site Easement

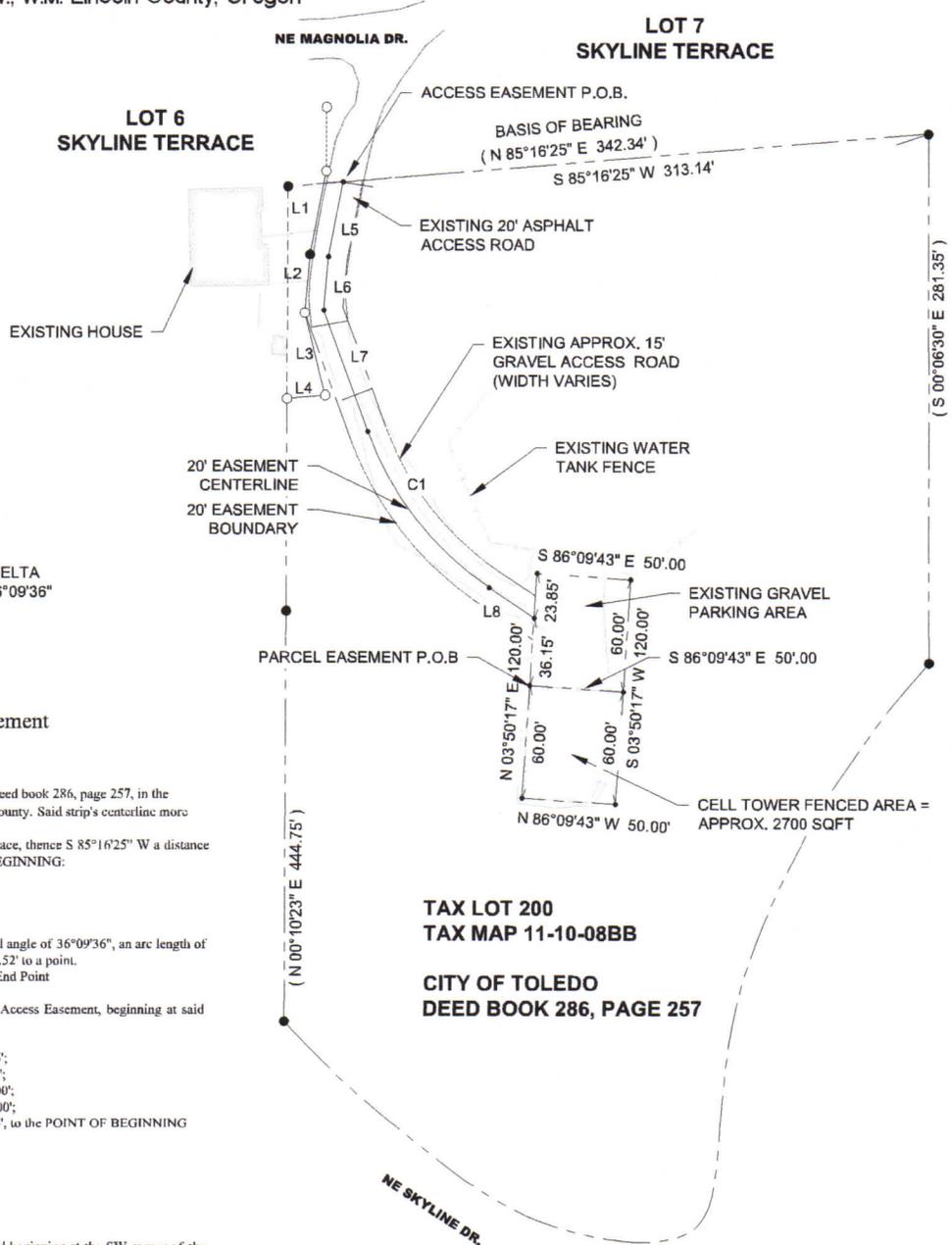
Description:

A cell tower site easement adjacent to the parking easement, and beginning at the SW corner of the above said Parking Easement:

Thence southeasterly to a point S 86°09'43" E a distance of 50.00';
 Thence southwesterly to a point S 03°50'17" W a distance of 60.00';
 Thence northwesterly to a point N 86°09'43" W a distance of 50.00';
 Thence northeasterly to a point N 03°50'17" E a distance of 60.00', to return to the POINT OF BEGINNING

NARRATIVE:

- 1) THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH A 20' ACCESS EASEMENT FROM MAGNOLIA ST ALONG THE EXISTING PAVED DRIVEWAY AND GRAVEL ACCESS ROAD TO THE EXISTING PARKING AREA NORTH OF THE EXISTING CELL TOWER FENCE LINE FOR NON-EXCLUSIVE INGRESS AND EGRESS FROM NE MAGNOLIA STREET.
- 2) EXISTING PROPERTY CORNERS RECOVERED AS DESCRIBED PER CS 18115.
- 3) RECORD DATA SHOWN IN PARENTHESIS
- 4) SURVEY EQUIPMENT USED, TRIMBLE TOTAL STATION DR 5600
- 5) THE BASIS OF BEARING PER LINCOLN COUNTY RECORD SURVEY CS# 15390



TAX LOT 200
 TAX MAP 11-10-08BB
 CITY OF TOLEDO
 DEED BOOK 286, PAGE 257

ACCESS EASEMENT SURVEY
 SCALE: 1" = 100'

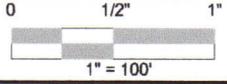
REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JUNE 30, 1985
 JERRY LEE ESTABROOK
 2703

EXPIRES 12/31/21



Drawn By: JS
 Date: 2/7/2020



EASEMENT SURVEY

FIGURE

AMERICAN TOWER CORP.

CITY OF TOLEDO
 LINCOLN COUNTY, OREGON

3

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	October 1, 2020	Review and Approve Amendment No. 2 to the Mutual Order & Agreement with the Department of Environmental Quality
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager J. Richter	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Motion to approve Amendment No. 2 to the Mutual Order and Agreement with the Department of Environmental Quality as presented.

Background:

The City and Department of Environmental Quality (DEQ) entered into a Mutual Agreement & Order (MAO) in February 2019 to improve our wastewater treatment and collection system. The agreement was amended late in 2019 by Amendment #1 to better align projects needing to be done to prevent future violations of our NPDES permit and protect local water quality.

All of the Priority I projects listed have now been completed. The Inflow and Infiltration Study remained to be completed at an estimated cost of \$750,000. The City has a study with projects identified that have not been completed. To eliminate redundancy and make the best use of funds available to the City, we asked DEQ to remove the study requirement in favor of yearly reporting. They have agreed to do this in Amendment No. 2.

Amendment No. 2 also identified replacing the outfall pipeline to the Yaquina River as the next project to be undertaken. Priority 2 projects identified in Appendix C of the 2017 Civil West Engineering Services Wastewater Facility plan have also been included.

Fiscal Impact:	Fiscal Year:	GL Number:
\$750,000 Saving	2020-2021	N/A

Attachment:

1. Amendment #2
2. Amendment #1
3. MAO #WQ/M-WR-2017-211

BEFORE THE ENVIRONMENTAL QUALITY COMMISSION
OF THE STATE OF OREGON

IN THE MATTER OF:)
CITY OF TOLEDO,) AMENDMENT NO. 2
Permittee.) MUTUAL AGREEMENT AND
ORDER NO. WQ/M-WR-2017-211

WHEREAS:

1. On March 6, 2019, the Department of Environmental Quality (DEQ) and Permittee entered into Mutual Agreement and Order (MAO) No. WQ/M-WR-2017-211.

2. Paragraph 13 of the MAO states: “The terms of this MAO may be amended by the mutual agreement of DEQ and Permittee.”

NOW THEREFORE, it is stipulated and agreed that the corrective action schedule of the MAO should be amended as follows:

3. Striking Paragraph 8(a)(5) and replacing it with the following language: By February 28, 2021, and annually on that date until the MAO is terminated, Permittee must submit a statement as to whether the wastewater treatment plant has the capacity to treat projected peak flows. The statement must include a summary of wastewater flows with a comparison to wet weather flows in relation to the recorded precipitation in order to identify flow trends.

4. Striking Paragraph 8(a)(7) and replacing it with the following language: By no later than January 2022, Permittee must submit to DEQ a copy of the City’s notice to proceed to the selected contractor for replacement of the outfall pipeline to the Yaquina River.

5. Adding Paragraph 8(a)(8), which reads: By no later than October 2022, Permittee must submit to DEQ documentation that the outfall replacement project in Paragraph 8(a)(7) is substantially complete.

6. Adding Paragraph 8(a)(9), which reads: By no later than January 2022, Permittee must submit to DEQ a copy of the City’s notice to proceed to the contractor for construction of the Priority 2 Projects identified in Appendix C of the 2017 Civil West Engineering Services Wastewater Facility Plan.

BEFORE THE ENVIRONMENTAL QUALITY COMMISSION
OF THE STATE OF OREGON

IN THE MATTER OF:

CITY OF TOLEDO,
Permittee.

)
)
)
)

AMENDMENT NO. 1
MUTUAL AGREEMENT AND
ORDER NO. WQ/M-WR-2017-211

WHEREAS:

1. On March 6, 2019, the Department of Environmental Quality (DEQ) and Permittee entered into Mutual Agreement and Order (MAO) No. WQ/M-WR-2017-211.

2. Paragraph 13 of the MAO states: "The terms of this MAO may be amended by the mutual agreement of DEQ and Permittee."

NOW THEREFORE, it is stipulated and agreed that the corrective action schedule of the MAO should be amended as follows:

3. Paragraph 8(a)(1) of the MAO is amended to read: By no later than April 1, 2019, Permittee must submit to DEQ updated cost estimates and develop funding alternatives to implement Priority 1, 2, and 3 Projects identified in Appendix C of the 2017 Civil West Engineering Services Wastewater Facility Plan. Priority 1 entails completion of NE 6th Street, SE 10th Street, N Nye Street, E Graham Street and Alley Repair projects. Priority 2 contains the NE 12th Street and Business 20 projects. Priority 3 includes Manhole Rehab, SE 5th Street, Alder Way, and SE Alder Street projects.

CITY OF TOLEDO, PERMITTEE

10/2/19
Date


Rod Cross, Mayor

DEPARTMENT OF ENVIRONMENTAL QUALITY and
ENVIRONMENTAL QUALITY COMMISSION

12/27/19
Date


Kieran O'Donnell, OCE Manager
on behalf of DEQ pursuant to OAR 340-012-0170
on behalf of the EQC pursuant to OAR 340-011-0505



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3. Permittee has violated the Permit as follows:

a. According to its discharge monitoring reports, Permittee failed to meet the 85% removal efficiency for BOD₅ as follows:

<u>Month</u>	<u>Reported BOD Removal Efficiency</u>
December 2015	65
January 2016	82
November 2016	76
December 2016	84
January 2017	83
February 2017	84

b. Permittee submitted its 2014 I/I report on March 13, 2015, its 2015 I/I report on June 29, 2017, and its 2016 I/I report on February 16, 2017.

c. On January 2, 2018, the Permittee discharged approximately 45,000 gallons of municipal water containing raw sewage from a broken sewer pipe into a storm drain near Sturdevant Road, which then discharged into the Olalla Slough, which is waters of the state and a tributary to the Yaquina River.

d. Permittee failed to orally report the January 2, 2018 overflow to DEQ within 24 hours of becoming aware of the overflow.

e. On November 19, 2018, the permittee discharged approximately 10,000 gallons of filter backwash water from the water treatment plant mixed with residential sewage from two households to the Tokyo Slough, which is waters of the state and a tributary to the Yaquina River.

4. DEQ and the Permittee recognize that until tasks in Paragraph 8 are completed, Permittee might continue to violate the BOD removal efficiency requirement at times and have sanitary sewer overflows.

1 5. DEQ and Permittee recognize that the Environmental Quality Commission has the
2 authority to impose a civil penalty and to issue an abatement order for violations of Permit
3 conditions. Therefore, pursuant to ORS 183.415(5), DEQ and Permittee wish to settle those past
4 violations referred to in Paragraph 3 and address future violations referred to in Paragraph 4
5 (unless caused negligently, willfully or intentionally) in advance by this Mutual Agreement and
6 Order (MAO).

7 6. The U.S. Environmental Protection Agency appropriately delegated the federal
8 NPDES permitting program to DEQ, making DEQ the primary administrator and enforcer of the
9 NPDES permits. DEQ believes that this MAO furthers the goals of the NPDES permitting
10 program by ensuring progress towards compliance and is consistent with DEQ's goal of
11 protecting human health and the environment. However, DEQ and Permittee recognize that this
12 MAO does not eliminate the possibility of additional enforcement of Permit requirements by the
13 U.S. Environmental Protection Agency or citizens under the federal citizen suit provisions.

14 7. This MAO is not intended to limit, in any way, DEQ's right to proceed against
15 Permittee in any forum for any past or future violations not expressly settled herein.

16 NOW THEREFORE, it is stipulated and agreed that:

17 8. The Environmental Quality Commission shall issue a final order:

- 18 a. Requiring Permittee to comply with the following corrective action schedule:
- 19 1. By no later than April 1, 2019, Permittee must submit to DEQ updated cost
20 estimates and develop funding alternatives to implement Priority 1, 2, and
21 3 Projects identified in Appendix C of the 2014 Civil West Engineering
22 Services Wastewater Facility Plan. Priority 1 entails the Butler Bridge
23 slope, NW 6th Street, & SE 10th Street projects. Priority 2 contains the N
24 Nye Street, E Graham Street, NE 12th Street, Alley Repair, and Business 20
25 projects. Priority 3 projects include Manhole Rehab, SE 5th Street, Alder
26 Way, and SE Alder Street projects.

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2. By no later than December 1, 2019, Permittee must submit documentation that all inflow sources (missing cleanout caps, roof drains, storm water cross connections, etc.) identified in the 2011 Inflow and Infiltration study have been eliminated.
3. By no later than January 1, 2020, Permittee must submit to DEQ documentation that the Butler Bridge Force Main Project has been completed.
4. By no later than March 1, 2020, Permittee must submit to DEQ a copy of the City's notice to proceed to the contractor for construction of the Priority 1 Projects identified in 8(a) 1.
5. By no later than November 1, 2020, Permittee must complete a comprehensive inspection of the entire public wastewater collection system and submit a document to DEQ that includes a summary of the findings. The comprehensive inspection must include cleaning and television inspection, as well as smoke testing as necessary to adequately locate and verify deficiencies. The document must rate all deficiencies found using a nationally recognized system.
6. By no later than December 1, 2020, Permittee must submit to DEQ documentation that the Priority 1 Projects of 8(a) 1 are substantially complete.
7. By no later than December 1, 2021, Permittee must submit a new I/I study that includes a comparison of the wet weather flows before and after completion of the Priority 1 Projects of 8(a) 1 and a statement as to whether the wastewater treatment plant has the capacity to treat projected peak flows. The document must also include a plan, schedule and budget to

1 address deficiencies identified in the collection system evaluation
2 described in Paragraph 8(a)(5) above.

3 b. Requiring Permittee to meet the following waste discharge limitations,
4 measured as specified in the Permit, until this MAO is terminated per Paragraph 14 or 19:

5 <u>OTHER PARAMETERS (year-round)</u>	<u>LIMITATIONS</u>
6 BOD Removal Efficiency	7 When monthly average influent flow is greater 8 than 2 MGD, must not be less than 65%. 9 When monthly average influent flow is greater 10 than 1.5 MGD but less than 2 MGD, must not be 11 less than 75%.

12 c. Requiring Permittee, upon receipt of a written Penalty Demand Notice from
13 DEQ, to pay the following civil penalties:

14 (1) \$600 for each day of violation of the corrective action schedule set
15 forth in Paragraph 8(a).

16 (2) \$50 for each violation of the waste discharge limitation set forth in
17 Paragraph 8(b).

18 9. If any event occurs that is beyond Permittee's reasonable control and that causes or
19 may cause a delay or deviation in performance of the requirements of this MAO, Permittee shall
20 immediately notify DEQ verbally of the cause of delay or deviation and its anticipated duration,
21 the measures that have been or will be taken to prevent or minimize the delay or deviation, and
22 the timetable by which Permittee proposes to carry out such measures. Permittee shall confirm
23 in writing this information within five (5) working days of the onset of the event. It is
24 Permittee's responsibility in the written notification to demonstrate to DEQ's satisfaction that the
25 delay or deviation has been or will be caused by circumstances beyond the control and despite
26 due diligence of Permittee. If Permittee so demonstrates, DEQ shall extend times of
performance of related activities under this MAO as appropriate. Circumstances or events

1 beyond Permittee's control include, but are not limited to, acts of nature, unforeseen strikes, work
2 stoppages, fires, explosion, riot, sabotage, or war. Increased cost of performance or a
3 consultant's failure to provide timely reports are not considered circumstances beyond
4 Permittee's control.

5 10. The violations set forth in Paragraph 3 are expressly settled herein as follows:

6 A. For the violation of Schedule A, Condition (1)(a)(3) of the Permit Set forth in
7 Paragraph 3(a) above, DEQ hereby assesses a civil penalty of \$350. The determination of the civil
8 penalty is attached as Exhibit No. 1 and is incorporated herein.

9 B. For the violation Schedule B, Condition (3)(a) of the Permit set forth in
10 Paragraph 3(b) above, DEQ has not assessed a civil penalty.

11 C. For the violations of Schedule F, Condition (B)(6)(c) of the Permit set forth in
12 Paragraph 3(c) and (e) above, DEQ hereby assesses a civil penalty of \$2,100. The determination
13 of the civil penalty is attached as Exhibit No. 2 and is incorporated herein.

14 D. For the violation of Schedule F, Condition (B)(6)(e) of the Permit set forth in
15 Paragraph 3(d) above, DEQ hereby assesses a civil penalty of \$1,800. The determination of the
16 civil penalty is attached as Exhibit No. 3 and is incorporated herein.

17 E. The total civil penalty amount is \$4,250.

18 11. Permittee and DEQ hereby waive any and all of their rights to any and all notices,
19 hearing, judicial review, and to service of a copy of the final order herein. DEQ reserves the
20 right to enforce this order through appropriate administrative and judicial proceedings.

21 12. Regarding the order set forth in Paragraph 8(a) above, Permittee acknowledges that
22 Permittee is responsible for complying with that order regardless of the availability of any
23 federal or state grant monies.

24 13. The terms of this MAO may be amended by mutual agreement of DEQ and
25 Permittee.

26 14. DEQ may amend the compliance order and conditions, or terminate, this MAO

1 upon finding that such modification or termination is necessary because of changed
2 circumstances or to protect public health and the environment. DEQ shall provide Permittee a
3 minimum of thirty (30) days written notice prior to issuing an Order amending or terminating the
4 MAO. If Permittee contests the Order, the applicable procedures for conduct of contested cases
5 in such matters shall apply.

6 15. This MAO shall be binding on the parties and their respective successors, agents,
7 and assigns. The undersigned representative of each party certifies that he or she is fully
8 authorized to execute and bind such party to this MAO. No change in ownership or corporate or
9 partnership status relating to the Facility shall in any way alter Permittee's obligations under this
10 MAO, unless otherwise approved in writing by DEQ.

11 16. All reports, notices and other communications required under or relating to this
12 MAO should be directed to Julie Ulibarri, DEQ Western Region Eugene Office, 165 East 7th
13 Avenue, Eugene, Oregon, 97401, phone number 541-687-7437. The contact person for
14 Permittee is Michael J. Adams, Public Works Director, City of Toledo, P.O. Box 220, Toledo,
15 Oregon, 97391, phone number 541-336-2247 ext. 2070.

16 17. Permittee acknowledges that it has actual notice of the contents and requirements of
17 this MAO and that failure to fulfill any of the requirements hereof will constitute a violation of
18 this MAO and subject Permittee to payment of civil penalties pursuant to Paragraph 8(c) above.

19 18. Any stipulated civil penalty imposed pursuant to Paragraph 8(c) shall be due upon
20 written demand. Stipulated civil penalties shall be paid by check or money order made payable
21 to the "Oregon State Treasurer" and sent to: Business Office, Department of Environmental
22 Quality, 700 NE Multnomah Street, Suite 600, Portland, Oregon 97232. Within 20 days of
23 receipt of a "Demand for Payment of Stipulated Civil Penalty" Notice from DEQ, Permittee may
24 request a hearing to contest the Demand Notice. At any such hearing, the issue shall be limited
25 to Permittee's compliance or non-compliance with this MAO. The amount of each stipulated
26 civil penalty for each violation and/or day of violation is established in advance by this MAO

1 and shall not be a contestable issue.

2 19. This MAO shall terminate at the end of the day on the date the final compliance task
3 in Paragraph 8(a) above is to be completed. However, Permittee remains liable for stipulated
4 penalties for any violations of the MAO occurring during the period the MAO was in effect and
5 demanded pursuant to Paragraph 18.

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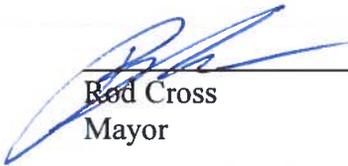
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CITY OF TOLEDO,
PERMITTEE

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2/25/19
Date


Rod Cross
Mayor

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DEPARTMENT OF ENVIRONMENTAL QUALITY and
ENVIRONMENTAL QUALITY COMMISSION

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3/6/19
Date


Kieran O'Donnell, Manager
Office of Compliance and Enforcement
on behalf of DEQ pursuant to OAR 340-012-0170
on behalf of the EQC pursuant to OAR 340-011-0505

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EXHIBIT NO. 1

FINDINGS AND DETERMINATION OF RESPONDENT'S CIVIL PENALTY
PURSUANT TO OREGON ADMINISTRATIVE RULE (OAR) 340-012-0045

- VIOLATION: Failing to achieve the removal efficiency for biochemical oxygen demand (BOD₅) in Schedule A, Condition (1)(a)(3) of its NPDES permit, in violation of ORS 468B.025(2).
- CLASSIFICATION: These are Class III violations pursuant according to OAR 340-012-0055(3)(c).
- CIVIL PENALTY FORMULA: The formula for determining the amount of penalty of each violation is: $BP + [(0.1 \times BP) \times (P + H + O + M + C)] + EB$
- "BP" is the base penalty, which is \$250 for a Class III violation in the matrix listed in OAR 340-012-0140(4)(b)(C) and applicable pursuant to OAR 340-012-0140(4)(a)(F)(i) because Respondent has an NPDES permit for a municipal wastewater treatment facility with a permitted flow of less than two million gallons per day.
- "P" is whether Respondent has any prior significant actions, as defined in OAR 340-012-0030(19), in the same media as the violation at issue that occurred at a facility owned or operated by the same Respondent, and receives a value of 0 according to OAR 340-012-0145(2) (a) (A), because there are no prior significant actions.
- "H" is Respondent's history of correcting prior significant actions and receives a value of 0 according to OAR 340-012-0145(3)(c), because there is no prior history.
- "O" is whether the violation was repeated or ongoing and receives a value of 2 according to OAR 340-012-0145(4)(b), because there were more than one but less than seven occurrences of the violation. Respondent failed to meet the permitted removal efficiency for BOD₅ on six occasions in December 2015 through February 2017.
- "M" is the mental state of the Respondent and receives a value of 2 according to OAR 340-012-0145(5)(b), because Respondent had constructive knowledge (reasonably should have known) of the requirement. Respondent holds an NPDES permit, which has express requirements for BOD₅ removal efficiency.
- "C" is Respondent's efforts to correct or mitigate the violation and receives a value of 0 according to OAR 340-012-0145(6)(a)(D), because the violation or the effects of the violation could not be corrected or minimized.

"EB" is the approximate dollar value of the benefit gained and the costs avoided or delayed as a result of the Respondent's noncompliance. It is designed to "level the playing field" by taking away any economic advantage the entity gained and to deter potential violators from deciding it is cheaper to violate and pay the penalty than to pay the costs of compliance. In this case, "EB" receives a value of \$0 because there is insufficient information on which to make an estimate of Respondent's economic benefit, if any.

PENALTY CALCULATION: $\text{Penalty} = \text{BP} + [(0.1 \times \text{BP}) \times (\text{P} + \text{H} + \text{O} + \text{M} + \text{C})] + \text{EB}$
 $= \$250 + [(0.1 \times \$250) \times (0 + 0 + 2 + 2 + 0)] + \0
 $= \$250 + [\$25 \times 4] + \$0$
 $= \$250 + \$100 + \$0$
 $= \$350$

EXHIBIT NO. 2

FINDINGS AND DETERMINATION OF RESPONDENT'S CIVIL PENALTY
PURSUANT TO OREGON ADMINISTRATIVE RULE (OAR) 340-012-0045

VIOLATION 3: Discharging wastes that entered waters of the state, in violation of Schedule F, Condition (B)(6)(c) of its NPDES Permit and ORS 468B.025(2).

CLASSIFICATION: These are Class I violations according to OAR 340-012-0055(1)(c).

MAGNITUDE: The magnitude of the violation is moderate pursuant to OAR 340-012-0130(1), as there is no selected magnitude specified in OAR 340-012-0135 applicable to this violation, and the information reasonably available to DEQ does not indicate a minor or major magnitude.

CIVIL PENALTY FORMULA: The formula for determining the amount of penalty of each violation is: $BP + [(0.1 \times BP) \times (P + H + O + M + C)] + EB$

"BP" is the base penalty, which is \$1,500 for a Class I, moderate magnitude violation in the matrix listed in OAR 340-012-0140(4)(b)(A)(ii) and applicable pursuant to OAR 340-012-0140(4)(a)(F)(i) because Respondent has an NPDES permit for a municipal wastewater treatment facility with a permitted flow of less than two million gallons per day.

"P" is whether Respondent has any prior significant actions, as defined in OAR 340-012-0030(19), in the same media as the violation at issue that occurred at a facility owned or operated by the same Respondent, and receives a value of 0 according to OAR 340-012-0145(2)(a)(A), because there are no prior significant actions.

"H" is Respondent's history of correcting prior significant actions and receives a value of 0 according to OAR 340-012-0145(3)(c), because there is no prior history.

"O" is whether the violation was repeated or ongoing and receives a value of 2 according to OAR 340-012-0145(4)(b), because there were more than one but less than seven occurrences of the violation. Two separate overflows occurred at the Facility on January 2, 2018 and November 19, 2018.

"M" is the mental state of the Respondent and receives a value of 4 according to OAR 340-012-0145(5)(c), because Respondent's conduct was negligent. Respondent holds an NPDES permit, which expressly prohibits overflows. The January overflow was caused by a broken sewer line, which Respondent had failed to maintain or repair. The November 2018 overflow was caused when the Facility emptied the flock basin, overwhelming a line which was blocked by concrete and large roots. By failing to adequately maintain or repair its sewage collection system, Respondent failed to take reasonable care to avoid a foreseeable risk that it would discharge raw sewage in violation of its Permit.

"C" is Respondent's efforts to correct or mitigate the violation and receives a value of -2 according to OAR 340-012-0145(6)(d), because Respondent eventually made some efforts to minimize the effects of the violation. Respondent responded to the January 2018 spill and repaired the broken sewer line. Respondent used a vacuum truck to clean up the spill, however it decanted two truckloads of contents to the storm sewer rather than the sanitary sewer. Respondent repaired the line involved in the November 2018 overflow, cleaned up the affected area, and ensured the affected homeowner's basement was pumped out and disinfected.

"EB" is the approximate dollar value of the benefit gained and the costs avoided or delayed as a result of the Respondent's noncompliance. It is designed to "level the playing field" by taking away any economic advantage the entity gained and to deter potential violators from deciding it is cheaper to violate and pay the penalty than to pay the costs of compliance. In this case, "EB" receives a value of \$0 because there is insufficient information on which to make an estimate of Respondent's economic benefit, if any.

PENALTY CALCULATION: $\text{Penalty} = \text{BP} + [(0.1 \times \text{BP}) \times (\text{P} + \text{H} + \text{O} + \text{M} + \text{C})] + \text{EB}$

$$\begin{aligned} &= \$1,500 + [(0.1 \times \$1,500) \times (0 + 0 + 2 + 4 - 2)] + \$0 \\ &= \$1,500 + [\$150 \times 4] + \$0 \\ &= \$1,500 + \$600 + \$0 \\ &= \$2,100 \end{aligned}$$

EXHIBIT NO. 3

FINDINGS AND DETERMINATION OF RESPONDENT'S CIVIL PENALTY
PURSUANT TO OREGON ADMINISTRATIVE RULE (OAR) 340-012-0045

VIOLATION 4: Failing to comply with permit requirements regarding notification of a spill, which results in a non-permitted discharge to public waters, in violation of Schedule F, Condition (B)(6)(e) of its Permit and ORS 468B.025(2).

CLASSIFICATION: This is a Class I violation according to OAR 340-012-0055(1)(e).

MAGNITUDE: The magnitude of the violation is moderate pursuant to OAR 340-012-0130(1), as there is no selected magnitude specified in OAR 340-012-0135 applicable to this violation, and the information reasonably available to DEQ does not indicate a minor or major magnitude.

CIVIL PENALTY FORMULA: The formula for determining the amount of penalty of each violation is: $BP + [(0.1 \times BP) \times (P + H + O + M + C)] + EB$

"BP" is the base penalty, which is \$1,500 for a Class I, moderate magnitude violation in the matrix listed in OAR 340-012-0140(4)(b)(A)(ii) and applicable pursuant to OAR 340-012-0140(4)(a)(F)(i) because Respondent has an NPDES permit for a municipal wastewater treatment facility with a permitted flow of less than two million gallons per day.

"P" is whether Respondent has any prior significant actions, as defined in OAR 340-012-0030(19), in the same media as the violation at issue that occurred at a facility owned or operated by the same Respondent, and receives a value of 0 according to OAR 340-012-0145(2)(a)(A), because there are no prior significant actions.

"H" is Respondent's history of correcting prior significant actions and receives a value of 0 according to OAR 340-012-0145(3)(c), because there is no prior history.

"O" is whether the violation was repeated or ongoing and receives a value of 0 according to OAR 340-012-0145(4)(a), because there was only one occurrence of the violation. Respondent failed to timely report the overflow that occurred on January 2, 2018.

"M" is the mental state of the Respondent and receives a value of 4 according to OAR 340-012-0145(5)(c), because Respondent's conduct was negligent. Respondent holds an NPDES permit, which expressly requires timely reporting of overflows. Because DEQ did not know about the overflow, it was not able to respond ensure that Respondent properly notified the public, and or that it responding or investigating By failing to report the overflow to DEQ within 24 hours, Respondent failed to take reasonable care to avoid a foreseeable risk that it would violate its Permit.

"C" is Respondent's efforts to correct or mitigate the violation and receives a value of -2 according to OAR 340-012-0145(6)(d), because Respondent eventually made some efforts to minimize the effects of the violation by reporting the overflow to the Oregon Emergency Response System on January 4, 2018.

"EB" is the approximate dollar value of the benefit gained and the costs avoided or delayed as a result of the Respondent's noncompliance. It is designed to "level the playing field" by taking away any economic advantage the entity gained and to deter potential violators from deciding it is cheaper to violate and pay the penalty than to pay the costs of compliance. In this case, "EB" receives a value of \$0 because there is insufficient information on which to make an estimate of Respondent's economic benefit, if any.

PENALTY CALCULATION: $Penalty = BP + [(0.1 \times BP) \times (P + H + O + M + C)] + EB$
 $= \$1,500 + [(0.1 \times \$1,500) \times (0 + 0 + 0 + 4 - 2)] + \0
 $= \$1,500 + [\$150 \times 2] + \$0$
 $= \$1,500 + \$300 + \$0$
 $= \$1,800$

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	October 21, 2020	Approval to partner with NLC Service Line Warranty Program to provide “insurance” for water/sewer lines to homeowners in Toledo
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager J. Richter	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Motion to approve partnership with NLC Service Line Warranty Program for the City of Toledo.

Background:

Dennis Lyon, representative for NLC Service Line Warranty program made a presentation to the Council on September 2, 2020. As a follow-up, City Attorney Robinson reviewed the contract between the City and Service Line Warranty and the contract between homeowners and Service Line Warranty. He found no concerns with either contract.

Council asked staff to do some research with other cities who have the program in place. Staff reached out to four cities with two returned phone calls.

The City Manager of Cottage Grove actually has a policy on his home. He reported having filed claims more than once. He called National Service Line and they took care of hiring the plumber who made the repairs. Each time the repairs were done as promised. He indicated they also kept all of their agreements with the City and expressed satisfaction with the program.

The City Manager of Hermiston reported Hermiston has had the program for about 5 years with no issues. There was some confusion by the community when the first mailing was done with regard to where the program came from. Those issues have been resolved by some changes in wording of the letters that are sent to homeowners. Service Line Warranty always notifies the City of the mailings to potential customers and allows changes to be made as requested.

It is believed that the City of Newport has recently decided to make this program available to their homeowners.

As a reminder, Service Line Warranty Program will provide the City with \$.50/month per policy as a royalty or can reduce the premium cost by \$.50 per month.

Fiscal Impact:	Fiscal Year:	GL Number:
None	2020-2021	N/A

Attachment:

1. Information from Service Line Warranty Program
2. Marketing Agreement

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.



Memorandum

To: Chief Pace

From: Tony Bour Code Enforcement Officer

CC: City Manager

Date: 10/16/20

Re: Sept. 2020 Monthly Report

Code Enforcement Report

2018 open cases

1 Dilapidated Homes/ Junk
79 closed cases

2019 open cases

6 Dilapidated Homes
2 Commercial Tenant
35 Closed Cases

2020 open cases

5 Vegetation
3 Dilapidated Structures
5 Junk
1 Animal Related
1 Vehicle related
1 Animal related
38 Closed 31 Vehicle related

Before/ vacant for 10 Yrs. case closed



After



Administration Department

1st Quarter Financial Report 2020-2021

Period 01 - 03
Fiscal Year 2021

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	100	500010	City Manager	\$ 101,160	\$ -	\$ 8,139	\$ 24,417	24.14%
001	100	500020	Accounting Supervisor	\$ 44,292	\$ -	\$ 3,562	\$ 10,685	24.12%
001	100	500022	Human Resources Specialist	\$ 41,608	\$ -	\$ -	\$ -	0.00%
001	100	500028	City Recorder	\$ 60,750	\$ -	\$ 5,925	\$ 16,374	26.95%
001	100	500053	Accounting Clerk 3	\$ 23,274	\$ -	\$ 1,852	\$ 5,555	23.87%
001	100	500082	City Planner	\$ 87,856	\$ -	\$ -	\$ -	0.00%
001	100	500084	Assistant Planner	\$ 24,283	\$ -	\$ 1,609	\$ 4,849	19.97%
001	100	501500	Overtime	\$ 2,500	\$ -	\$ -	\$ 149	5.95%
001	100	504700	Social Security	\$ 31,000	\$ -	\$ 1,617	\$ 4,756	15.34%
001	100	504800	Health Insurance	\$ 97,900	\$ -	\$ 4,701	\$ 14,103	14.41%
001	100	504900	Workers' Comp	\$ 1,000	\$ -	\$ 6	\$ 804	80.45%
001	100	505000	Retirement	\$ 40,000	\$ -	\$ 2,718	\$ 8,179	20.45%
001	100	505100	Auto Allowance	\$ 3,600	\$ -	\$ 300	\$ 900	25.00%
001	100		PERSONNEL SERVICES	\$ 559,223	\$ -	\$ 30,429	\$ 90,770	16.23%
001	100	600100	Office Supplies	\$ 5,000	\$ -	\$ 593	\$ 961	19.23%
001	100	600210	Electricity	\$ 7,000	\$ -	\$ 370	\$ 784	11.20%
001	100	600220	Communication Services	\$ 2,500	\$ -	\$ 180	\$ 361	14.42%
001	100	600230	Advertising & Notices	\$ 1,500	\$ -	\$ -	\$ 2,681	178.71%
001	100	600240	Natural Gas	\$ 650	\$ -	\$ -	\$ 32	4.92%
001	100	600300	Equipment Maint & Repair	\$ 750	\$ -	\$ 123	\$ 205	27.29%
001	100	600600	Travel & Training	\$ 9,000	\$ -	\$ 55	\$ 1,698	18.87%
001	100	600700	Membership & Subscription	\$ 3,000	\$ -	\$ -	\$ -	0.00%
001	100	607500	Special Purchases	\$ 5,000	\$ -	\$ -	\$ 119	2.38%
001	100	608000	Supplies	\$ 3,000	\$ -	\$ -	\$ -	0.00%
001	100	608100	Contract & Other Services	\$ 140,000	\$ -	\$ 4,428	\$ 10,299	7.36%
001	100		MATERIALS & SERVICES	\$ 177,400	\$ -	\$ 5,749	\$ 17,139	9.66%
			Expense	\$ 736,623	\$ -	\$ 36,178	\$ 107,910	14.65%

Fire Department

1st Quarter Financial Report 2020-2021

Period 01 - 03
Fiscal Year 2021

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	500	631600	Transfer to General Reserve	\$ 95,000	\$ -	\$ -	\$ -	0.00%
001	500	631960	Trans to Bldg & Property Res	\$ 15,000	\$ -	\$ -	\$ -	0.00%
001	500		TRANSFERS	\$ 110,000	\$ -	\$ -	\$ -	0.00%
001	500	500014	Fire Chief	\$ 85,000	\$ -	\$ 6,196	\$ 15,993	18.81%
001	500	500032	Asst Fire Chief	\$ 63,826	\$ -	\$ 4,907	\$ 14,069	22.04%
001	500	500034	Line Staff	\$ 107,606	\$ -	\$ 8,366	\$ 20,387	18.95%
001	500	500088	Wildland Firefighter	\$ 5,000	\$ -	\$ -	\$ -	0.00%
001	500	501400	Call Time	\$ 8,000	\$ -	\$ 1,180	\$ 2,544	31.80%
001	500	501500	Overtime	\$ 30,000	\$ -	\$ 2,736	\$ 6,154	20.51%
001	500	501501	Overtime Wildland Firefighters	\$ 2,500	\$ -	\$ -	\$ -	0.00%
001	500	504700	Social Security	\$ 24,000	\$ -	\$ 1,775	\$ 4,486	18.69%
001	500	504800	Health Insurance	\$ 104,006	\$ -	\$ 5,310	\$ 15,205	14.62%
001	500	504850	Personal Holiday	\$ 4,500	\$ -	\$ 235	\$ 662	14.70%
001	500	504900	Workers' Comp	\$ 20,000	\$ -	\$ 7	\$ 20,924	104.62%
001	500	505000	Retirement	\$ 51,700	\$ -	\$ 3,011	\$ 8,488	16.42%
001	500		PERSONNEL SERVICES	\$ 506,138	\$ -	\$ 33,725	\$ 108,912	21.52%
001	500	600100	Office Supplies	\$ 1,800	\$ -	\$ 121	\$ 164	9.14%
001	500	600210	Electricity	\$ 8,000	\$ -	\$ 584	\$ 1,130	14.13%
001	500	600220	Communication Services	\$ 2,825	\$ -	\$ 60	\$ 200	7.09%
001	500	600240	Natural Gas	\$ 4,120	\$ -	\$ -	\$ 166	4.02%
001	500	600300	Equipment Maint & Repair	\$ 10,000	\$ -	\$ 1,030	\$ 1,048	10.48%
001	500	600350	Vehicle Maint & Repair	\$ 16,700	\$ -	\$ 4,255	\$ 7,037	42.14%
001	500	600600	Travel & Training	\$ 13,500	\$ -	\$ 133	\$ 1,111	8.23%
001	500	600700	Membership & Subscription	\$ 1,200	\$ -	\$ 85	\$ 85	7.08%
001	500	601500	Gas, Oil & Tires	\$ 16,000	\$ -	\$ 677	\$ 1,140	7.12%
001	500	607500	Special Purchases	\$ 9,500	\$ -	\$ -	\$ -	0.00%
001	500	608000	Supplies	\$ 32,000	\$ -	\$ 1,414	\$ 1,423	4.45%
001	500	608100	Contract & Other Services	\$ 16,000	\$ -	\$ 180	\$ 391	2.44%
001	500	608150	Volunteer Program	\$ 45,000	\$ -	\$ 3,750	\$ 11,250	25.00%
001	500		MATERIALS & SERVICES	\$ 176,645	\$ -	\$ 12,290	\$ 25,146	14.24%
			Expense	\$ 792,783	\$ -	\$ 46,015	\$ 134,058	16.91%

General Fund Consolidated

1st Quarter Financial Report

Period 01 - 03
Fiscal Year 2021

Revenue

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	000	400100	Beginning Fund Balance	\$ (1,768,846)	\$ (1,934,462)	\$ -	\$ (1,934,462)	109.36%
001	000	400200	Current Taxes	\$ (1,900,000)	\$ -	\$ (4,730)	\$ (25,383)	1.34%
001	000	400300	Delinquent Taxes	\$ (49,000)	\$ -	\$ (3,581)	\$ (15,957)	32.57%
001	000	400400	Interest	\$ (30,000)	\$ -	\$ (28)	\$ (3,455)	11.52%
001	000	401300	Natural Gas Franchise	\$ (21,000)	\$ -	\$ -	\$ (4,919)	23.42%
001	000	401400	Telephone Franchise	\$ (2,750)	\$ -	\$ -	\$ -	0.00%
001	000	401450	Telecommunications Franchise	\$ (3,500)	\$ -	\$ -	\$ (1,040)	29.70%
001	000	401500	Television Franchise	\$ (22,000)	\$ -	\$ -	\$ (5,776)	26.25%
001	000	401600	Garbage Franchise	\$ (50,000)	\$ -	\$ -	\$ (24,441)	48.88%
001	000	401700	Electric Franchise	\$ (850,000)	\$ -	\$ (79,292)	\$ (191,970)	22.58%
001	000	401750	Street Light Utility Fees	\$ (38,000)	\$ -	\$ (3,242)	\$ (9,712)	25.56%
001	000	401900	Beverage License	\$ (25)	\$ -	\$ -	\$ (125)	500.00%
001	000	402000	Business License	\$ (18,000)	\$ -	\$ (1,110)	\$ (15,563)	86.46%
001	000	402100	Building Permits	\$ (500)	\$ -	\$ -	\$ (908)	181.59%
001	000	402200	State Liquor Fees	\$ (60,000)	\$ -	\$ (11,778)	\$ (23,067)	38.44%
001	000	402300	Cigarette Tax	\$ (4,000)	\$ -	\$ (361)	\$ (988)	24.71%
001	000	402350	Marijuana Tax	\$ (12,000)	\$ -	\$ (5,380)	\$ (5,380)	44.83%
001	000	402500	State Revenue Sharing	\$ (43,000)	\$ -	\$ -	\$ (13,411)	31.19%
001	000	402700	Refunds & Misc	\$ (25,000)	\$ -	\$ (6,716)	\$ (37,325)	149.30%
001	000	402710	Lien Searches	\$ (1,500)	\$ -	\$ (160)	\$ (500)	33.33%
001	000	402735	Public Records Request	\$ (200)	\$ -	\$ (10)	\$ (20)	10.00%
001	000	402740	Notary Fee	\$ (500)	\$ -	\$ (10)	\$ (150)	30.00%
001	000	402750	Land Use Fees	\$ (400)	\$ -	\$ (850)	\$ (1,000)	250.00%
001	000	402800	Toledo Rural Fire Protect	\$ (180,000)	\$ -	\$ -	\$ -	0.00%
001	000	402825	Fire Protection Services	\$ (10,000)	\$ -	\$ -	\$ -	0.00%
001	000	403000	Municipal Court Fines	\$ (65,000)	\$ -	\$ (4,610)	\$ (15,010)	23.09%
001	000	403050	Towing Fees	\$ (3,000)	\$ -	\$ (200)	\$ (1,600)	53.33%
001	000	403100	Library Receipts	\$ (1,500)	\$ -	\$ (16)	\$ (24)	1.60%
001	000	403140	Library Service District	\$ (70,000)	\$ -	\$ -	\$ -	0.00%
001	000	405250	Grants	\$ (10,000)	\$ -	\$ (879)	\$ (1,462)	14.62%
001	000	405380	Rents and Leases	\$ (12,000)	\$ -	\$ (1,350)	\$ (4,050)	33.75%
001	000		Total Revenue	\$ 5,251,721	\$ 1,934,462	\$ 124,302	\$ 2,337,698	44.51%

Expenses

001	650	620520	Systems	\$	25,000	\$	-	\$	-	\$	-	0.00%
001	650		CAPITAL OUTLAY	\$	25,000	\$	-	\$	-	\$	-	0.00%
001	700	631600	Trans to General Reserve	\$	176,000	\$	-	\$	-	\$	-	0.00%
001	700	631960	Trans to Bldg & Property Res	\$	82,500	\$	-	\$	-	\$	-	0.00%
001	700		TRANSFERS	\$	258,500	\$	-	\$	-	\$	-	0.00%
001	900	640100	Contingency	\$	300,000	\$	-	\$	-	\$	-	0.00%
001	900		CONTINGENCY	\$	300,000	\$	-	\$	-	\$	-	0.00%
001	100	500010	City Manager	\$	101,160	\$	-	\$	8,139	\$	24,417	24.14%
001	400	500012	Police Chief	\$	87,404	\$	-	\$	7,359	\$	22,097	25.28%
001	500	500014	Fire Chief	\$	85,000	\$	-	\$	6,196	\$	15,993	18.81%
001	650	500016	Public Works Director	\$	7,765	\$	-	\$	-	\$	-	0.00%
001	100	500020	Accounting Supervisor	\$	44,292	\$	-	\$	3,562	\$	10,685	24.12%
001	400	500022	Police Sergeant	\$	119,903	\$	-	\$	6,286	\$	18,858	15.73%
001	900	500024	Information Systems Admin	\$	32,000	\$	-	\$	2,698	\$	8,093	25.29%
001	650	500026	Public Works Op Supervisor	\$	6,374	\$	-	\$	476	\$	476	7.46%
001	100	500028	City Recorder	\$	60,750	\$	-	\$	5,925	\$	16,374	26.95%
001	650	500030	Lead/Senior Facility Operator	\$	6,493	\$	-	\$	533	\$	1,599	24.63%
001	500	500032	Asst Fire Chief	\$	63,826	\$	-	\$	4,907	\$	14,069	22.04%
001	500	500034	Line Staff	\$	107,606	\$	-	\$	8,366	\$	20,387	18.95%
001	400	500036	Police Officer	\$	285,504	\$	-	\$	23,429	\$	69,966	24.51%
001	400	500040	Head Dispatcher	\$	63,982	\$	-	\$	5,332	\$	15,996	25.00%
001	700	500042	Library Director	\$	63,500	\$	-	\$	6,715	\$	20,145	31.72%
001	800	500053	Accounting Clerk 3	\$	37,774	\$	-	\$	2,962	\$	8,887	23.53%
001	400	500056	Dispatcher	\$	244,044	\$	-	\$	19,663	\$	59,683	24.46%
001	650	500057	Muni/Grounds Maint Worker	\$	42,623	\$	-	\$	3,493	\$	10,479	24.59%
001	700	500064	Library Assistant Director	\$	43,580	\$	-	\$	4,136	\$	13,212	30.32%
001	650	500067	PT Muni/Grounds Maint Worker	\$	21,100	\$	-	\$	1,965	\$	5,895	27.94%
001	650	500068	Custodian	\$	25,300	\$	-	\$	2,370	\$	7,110	28.10%
001	700	500072	Library Tech Services Op	\$	40,000	\$	-	\$	3,091	\$	9,120	22.80%
001	700	500076	Library Clerk	\$	15,000	\$	-	\$	1,019	\$	3,229	21.53%
001	100	500082	City Planner	\$	87,856	\$	-	\$	-	\$	-	0.00%
001	100	500084	Assistant Planner	\$	24,283	\$	-	\$	1,609	\$	4,849	19.97%
001	500	500088	Wildland Firefighter	\$	5,000	\$	-	\$	-	\$	-	0.00%
001	500	501400	Call Time	\$	8,000	\$	-	\$	1,180	\$	2,544	31.80%
001	800	501500	Overtime	\$	134,000	\$	-	\$	13,228	\$	31,659	23.63%
001	500	501501	Overtime Wildland Firefighters	\$	2,500	\$	-	\$	-	\$	-	0.00%
001	400	501600	Grant Overtime	\$	10,000	\$	-	\$	697	\$	4,226	42.26%
001	900	504700	Social Security	\$	136,152	\$	-	\$	11,106	\$	32,062	23.55%
001	900	504800	Health Insurance	\$	582,434	\$	-	\$	36,090	\$	107,703	18.49%
001	500	504850	Personal Holiday	\$	33,624	\$	-	\$	2,698	\$	7,557	22.48%
001	900	504900	Workers' Comp	\$	45,403	\$	-	\$	49	\$	37,281	82.11%

001	900	505000	Retirement	\$	265,031	\$	-	\$	21,558	\$	63,386	23.92%
001	100	505100	Auto Allowance	\$	3,600	\$	-	\$	300	\$	900	25.00%
001	900	604000	Unemployment	\$	20,000	\$	-	\$	-	\$	-	0.00%
001	900		PERSONNEL SERVICES	\$	2,962,863	\$	-	\$	217,137	\$	668,938	22.58%
001	800	600100	Office Supplies	\$	18,050	\$	-	\$	1,357	\$	2,141	11.86%
001	900	600150	Data Processing Support	\$	12,500	\$	-	\$	420	\$	7,066	56.53%
001	700	600210	Electricity	\$	41,500	\$	-	\$	2,647	\$	5,296	12.76%
001	700	600220	Communication Services	\$	59,200	\$	-	\$	1,067	\$	3,948	6.67%
001	100	600230	Advertising & Notices	\$	1,500	\$	-	\$	-	\$	2,681	178.71%
001	500	600240	Natural Gas	\$	5,470	\$	-	\$	-	\$	248	4.53%
001	700	600300	Equipment Maint & Repair	\$	23,950	\$	-	\$	1,197	\$	5,260	21.96%
001	650	600350	Vehicle Maint & Repair	\$	25,700	\$	-	\$	4,695	\$	10,997	42.79%
001	650	600400	Facility Needs	\$	25,000	\$	-	\$	2,657	\$	7,077	28.31%
001	800	600600	Travel & Training	\$	40,990	\$	-	\$	332	\$	4,405	10.75%
001	900	600700	Membership & Subscription	\$	18,215	\$	-	\$	3,848	\$	8,588	47.15%
001	650	601500	Gas, Oil & Tires	\$	36,250	\$	-	\$	2,900	\$	5,518	15.22%
001	900	601700	Insurance	\$	85,000	\$	-	\$	-	\$	91,337	107.46%
001	700	603000	Network Services	\$	8,200	\$	-	\$	-	\$	-	0.00%
001	700	603500	Books & Materials	\$	27,000	\$	-	\$	2,385	\$	8,677	32.14%
001	900	603600	Safety Committee	\$	5,000	\$	-	\$	-	\$	-	0.00%
001	900	603700	City Council	\$	6,000	\$	-	\$	42	\$	741	12.34%
001	900	603800	Planning Commission	\$	1,500	\$	-	\$	106	\$	106	7.07%
001	900	603900	Economic Development	\$	10,000	\$	-	\$	-	\$	-	0.00%
001	900	603950	Abatement	\$	20,000	\$	-	\$	-	\$	300	1.50%
001	900	603975	Contributions	\$	11,400	\$	-	\$	-	\$	9,264	81.26%
001	900	604400	Street Lights	\$	140,000	\$	-	\$	11,376	\$	22,751	16.25%
001	700	606500	Youth Program Support	\$	4,300	\$	-	\$	-	\$	-	0.00%
001	700	606550	Adult Program Support	\$	500	\$	-	\$	-	\$	-	0.00%
001	400	607000	Abatement Program	\$	39,984	\$	-	\$	2,348	\$	6,000	15.01%
001	700	607500	Special Purchases	\$	43,500	\$	-	\$	-	\$	259	0.59%
001	900	608000	Supplies	\$	66,500	\$	-	\$	3,560	\$	6,360	9.56%
001	650	608050	Janitorial Supplies	\$	6,000	\$	-	\$	-	\$	712	11.86%
001	900	608100	Contract & Other Services	\$	257,000	\$	-	\$	18,953	\$	31,937	12.43%
001	900	608125	Audit Services	\$	10,000	\$	-	\$	-	\$	-	0.00%
001	500	608150	Volunteer Program	\$	45,000	\$	-	\$	3,750	\$	11,250	25.00%
001	500		MATERIALS & SERVICES	\$	1,095,209	\$	-	\$	63,639	\$	252,916	23.09%
001	900	801000	Unappropriated Surplus	\$	610,149	\$	-	\$	-	\$	-	0.00%
001	900		UNAPPROPRIATED	\$	610,149	\$	-	\$	-	\$	-	0.00%
			Total Expenses	\$	5,251,721	\$	-	\$	280,777	\$	921,855	17.55%
			Net		\$	1,934,462	\$	(156,475)	\$	1,415,843		

General Services

1st Quarter Financial Report 2020-2021

Period 01 - 03
Fiscal Year 2021

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	900	640100	Contingency	\$ 300,000	\$ -	\$ -	\$ -	0.00%
001	900		CONTINGENCY	\$ 300,000	\$ -	\$ -	\$ -	0.00%
001	900	500024	Information Systems Admin	\$ 32,000	\$ -	\$ 2,698	\$ 8,093	25.29%
001	900	504700	Social Security	\$ 2,500	\$ -	\$ 204	\$ 612	24.50%
001	900	504800	Health Insurance	\$ 7,000	\$ -	\$ 549	\$ 1,647	23.53%
001	900	504900	Workers' Comp	\$ 200	\$ -	\$ 1	\$ 27	13.56%
001	900	505000	Retirement	\$ 4,500	\$ -	\$ 336	\$ 1,007	22.37%
001	900	604000	Unemployment	\$ 20,000	\$ -	\$ -	\$ -	0.00%
001	900		PERSONNEL SERVICES	\$ 66,200	\$ -	\$ 3,787	\$ 11,387	17.20%
001	900	600150	Data Processing Support	\$ 10,000	\$ -	\$ 420	\$ 7,066	70.66%
001	900	600700	Membership & Subscription	\$ 10,000	\$ -	\$ 3,763	\$ 8,313	83.13%
001	900	601700	Insurance	\$ 85,000	\$ -	\$ -	\$ 91,337	107.46%
001	900	603600	Safety Committee	\$ 5,000	\$ -	\$ -	\$ -	0.00%
001	900	603700	City Council	\$ 6,000	\$ -	\$ 42	\$ 741	12.34%
001	900	603800	Planning Commission	\$ 1,500	\$ -	\$ 106	\$ 106	7.07%
001	900	603900	Economic Development	\$ 10,000	\$ -	\$ -	\$ -	0.00%
001	900	603950	Abatement	\$ 20,000	\$ -	\$ -	\$ 300	1.50%
001	900	603975	Contributions	\$ 11,400	\$ -	\$ -	\$ 9,264	81.26%
001	900	604400	Street Lights	\$ 140,000	\$ -	\$ 11,376	\$ 22,751	16.25%
001	900	608000	Supplies	\$ 2,000	\$ -	\$ -	\$ 42	2.10%
001	900	608100	Contract & Other Services	\$ 40,000	\$ -	\$ 2,976	\$ 4,231	10.58%
001	900	608125	Audit Services	\$ 10,000	\$ -	\$ -	\$ -	0.00%
001	900		MATERIALS & SERVICES	\$ 350,900	\$ -	\$ 18,682	\$ 144,151	41.08%
001	900	801000	Unappropriated Surplus	\$ 610,149	\$ -	\$ -	\$ -	0.00%
001	900		UNAPPROPRIATED	\$ 610,149	\$ -	\$ -	\$ -	0.00%
			Expense	\$ 1,327,249	\$ -	\$ 22,469	\$ 155,537	11.72%

Library Department

1st Quarter Financial Report 2020-2021

Period 01 - 03
Fiscal Year 2021

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	700	631600	Trans to General Reserve	\$ 10,000	\$ -	\$ -	\$ -	0.00%
001	700	631960	Trans to Bldg & Property Res	\$ 25,000	\$ -	\$ -	\$ -	0.00%
001	700		TRANSFERS	\$ 35,000	\$ -	\$ -	\$ -	0.00%
001	700	500042	Library Director	\$ 63,500	\$ -	\$ 6,715	\$ 20,145	31.72%
001	700	500064	Library Assistant Director	\$ 43,580	\$ -	\$ 4,136	\$ 13,212	30.32%
001	700	500072	Library Tech Services Op	\$ 40,000	\$ -	\$ 3,091	\$ 9,120	22.80%
001	700	500076	Library Clerk	\$ 15,000	\$ -	\$ 1,019	\$ 3,229	21.53%
001	700	504700	Social Security	\$ 12,500	\$ -	\$ 1,139	\$ 3,479	27.83%
001	700	504800	Health Insurance	\$ 53,000	\$ -	\$ 4,295	\$ 12,928	24.39%
001	700	504900	Workers' Comp	\$ 500	\$ -	\$ 6	\$ 186	37.27%
001	700	505000	Retirement	\$ 27,716	\$ -	\$ 2,101	\$ 6,424	23.18%
001	700		PERSONNEL SERVICES	\$ 255,796	\$ -	\$ 22,502	\$ 68,723	26.87%
001	700	600100	Office Supplies	\$ 5,000	\$ -	\$ 171	\$ 431	8.61%
001	700	600150	Data Processing Support	\$ 2,500	\$ -	\$ -	\$ -	0.00%
001	700	600210	Electricity	\$ 10,500	\$ -	\$ 614	\$ 1,240	11.81%
001	700	600220	Communication Services	\$ 2,575	\$ -	\$ 106	\$ 212	8.25%
001	700	600300	Equipment Maint & Repair	\$ 1,200	\$ -	\$ -	\$ -	0.00%
001	700	600600	Travel & Training	\$ 3,090	\$ -	\$ -	\$ 169	5.47%
001	700	600700	Membership & Subscription	\$ 515	\$ -	\$ -	\$ -	0.00%
001	700	603000	Network Services	\$ 8,200	\$ -	\$ -	\$ -	0.00%
001	700	603500	Books & Materials	\$ 27,000	\$ -	\$ 2,385	\$ 8,677	32.14%
001	700	606500	Youth Program Support	\$ 3,500	\$ -	\$ -	\$ -	0.00%
001	700	606550	Adult Program Support	\$ 500	\$ -	\$ -	\$ -	0.00%
001	700	607500	Special Purchases	\$ 2,000	\$ -	\$ -	\$ 140	6.99%
001	700	608000	Supplies	\$ 1,500	\$ -	\$ 79	\$ 426	28.40%
001	700	608100	Contract & Other Services	\$ 2,500	\$ -	\$ 173	\$ 520	20.78%
001	700		MATERIALS & SERVICES	\$ 70,580	\$ -	\$ 3,528	\$ 11,814	16.74%
			Expense	\$ 361,376	\$ -	\$ 26,030	\$ 80,537	22.29%

Municipal Court

1st Quarter Financial Report 2020-2021

Period 01 - 03
Fiscal Year 2021

Fund	Dept Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	800 500053	Accounting Clerk 3	\$ 14,500	\$ -	\$ 1,111	\$ 3,333	22.98%
001	800 501500	Overtime	\$ 500	\$ -	\$ -	\$ -	0.00%
001	800 504700	Social Security	\$ 1,200	\$ -	\$ 83	\$ 250	20.80%
001	800 504800	Health Insurance	\$ 3,000	\$ -	\$ 211	\$ 634	21.12%
001	800 504900	Workers' Comp	\$ 100	\$ -	\$ 1	\$ 1	1.48%
001	800 505000	Retirement	\$ 2,800	\$ -	\$ 138	\$ 415	14.81%
001	800	PERSONNEL SERVICES	\$ 22,100	\$ -	\$ 1,544	\$ 4,632	20.96%
001	800 600100	Office Supplies	\$ 600	\$ -	\$ 145	\$ 145	24.17%
001	800 600600	Travel & Training	\$ 1,800	\$ -	\$ -	\$ -	0.00%
001	800 600700	Membership & Subscription	\$ 250	\$ -	\$ -	\$ -	0.00%
001	800 608100	Contract & Other Services	\$ 20,000	\$ -	\$ 3,220	\$ 6,567	32.83%
001	800	MATERIALS & SERVICES	\$ 22,650	\$ -	\$ 3,365	\$ 6,712	29.63%
		Expense	\$ 44,750	\$ -	\$ 4,909	\$ 11,344	25.35%

Police Department

1st Quarter Financial Report 2020-2021

Period 01 - 03
Fiscal Year 2021

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	400	631600	Transfer to General Reserve	\$ 48,500	\$ -	\$ -	\$ -	0.00%
001	400	631960	Trans to Bldg & Property Res	\$ 20,000	\$ -	\$ -	\$ -	0.00%
001	400		TRANSFERS	\$ 68,500	\$ -	\$ -	\$ -	0.00%
001	400	500012	Police Chief	\$ 87,404	\$ -	\$ 7,359	\$ 22,097	25.28%
001	400	500022	Police Sergeant	\$ 78,295	\$ -	\$ 6,286	\$ 18,858	24.09%
001	400	500036	Police Officer	\$ 285,504	\$ -	\$ 23,429	\$ 69,966	24.51%
001	400	500040	Head Dispatcher	\$ 63,982	\$ -	\$ 5,332	\$ 15,996	25.00%
001	400	500056	Dispatcher	\$ 244,044	\$ -	\$ 19,663	\$ 59,683	24.46%
001	400	501500	Overtime	\$ 100,000	\$ -	\$ 10,492	\$ 25,355	25.36%
001	400	501600	Grant Overtime	\$ 10,000	\$ -	\$ 697	\$ 4,226	42.26%
001	400	504700	Social Security	\$ 56,452	\$ -	\$ 5,629	\$ 16,575	29.36%
001	400	504800	Health Insurance	\$ 274,028	\$ -	\$ 19,170	\$ 57,603	21.02%
001	400	504850	Personal Holiday	\$ 29,124	\$ -	\$ 2,463	\$ 6,895	23.68%
001	400	504900	Workers' Comp	\$ 19,703	\$ -	\$ 24	\$ 14,024	71.18%
001	400	505000	Retirement	\$ 122,315	\$ -	\$ 12,106	\$ 35,551	29.06%
001	400		PERSONNEL SERVICES	\$ 1,370,851	\$ -	\$ 112,650	\$ 346,831	25.30%
001	400	600100	Office Supplies	\$ 5,000	\$ -	\$ 317	\$ 421	8.42%
001	400	600210	Electricity	\$ 12,000	\$ -	\$ 966	\$ 1,909	15.91%
001	400	600220	Communication Services	\$ 48,000	\$ -	\$ 634	\$ 3,001	6.25%
001	400	600240	Natural Gas	\$ 700	\$ -	\$ -	\$ 50	7.16%
001	400	600300	Equipment Maint & Repair	\$ 4,000	\$ -	\$ 44	\$ 2,692	67.31%
001	400	600350	Vehicle Maint & Repair	\$ 7,000	\$ -	\$ 369	\$ 3,888	55.55%
001	400	600600	Travel & Training	\$ 11,600	\$ -	\$ 144	\$ 1,426	12.29%
001	400	600700	Membership & Subscriptions	\$ 2,750	\$ -	\$ -	\$ 190	6.91%
001	400	601500	Gas, Oil & Tires	\$ 17,000	\$ -	\$ 1,862	\$ 3,560	20.94%
001	400	606500	Youth Program Support	\$ 800	\$ -	\$ -	\$ -	0.00%
001	400	607000	Abatement Program	\$ 39,984	\$ -	\$ 2,348	\$ 6,000	15.01%
001	400	607500	Special Purchases	\$ 12,000	\$ -	\$ -	\$ -	0.00%
001	400	608000	Supplies	\$ 13,000	\$ -	\$ 1,581	\$ 2,867	22.05%
001	400	608100	Contract & Other Services	\$ 12,500	\$ -	\$ 7,353	\$ 8,340	66.72%
001	400		MATERIALS & SERVICES	\$ 186,334	\$ -	\$ 15,617	\$ 34,345	18.43%
			Expense	\$ 1,625,685	\$ -	\$ 128,268	\$ 381,176	23.45%

Property Maintenance Department

1st Quarter Financial Report 2020-2021

Period 01 - 03
Fiscal Year 2021

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
001	650	620520	Systems	\$ 25,000	\$ -	\$ -	\$ -	0.00%
001	650		CAPITAL OUTLAY	\$ 25,000	\$ -	\$ -	\$ -	0.00%
001	650	631600	Transfer to General Reserve	\$ 22,500	\$ -	\$ -	\$ -	0.00%
001	650	631960	Trans to Bldg & Property Res	\$ 22,500	\$ -	\$ -	\$ -	0.00%
001	650		TRANSFERS	\$ 45,000	\$ -	\$ -	\$ -	0.00%
001	650	500016	Public Works Director	\$ 7,765	\$ -	\$ -	\$ -	0.00%
001	650	500026	Public Works Op Supervisor	\$ 6,374	\$ -	\$ 476	\$ 476	7.46%
001	650	500030	Lead/Senior Facility Operator	\$ 6,493	\$ -	\$ 533	\$ 1,599	24.63%
001	650	500057	Muni/Grounds Maint Worker	\$ 42,623	\$ -	\$ 3,493	\$ 10,479	24.59%
001	650	500067	PT Muni/Grounds Maint Worker	\$ 21,100	\$ -	\$ 1,965	\$ 5,895	27.94%
001	650	500068	Custodian	\$ 25,300	\$ -	\$ 2,370	\$ 7,110	28.10%
001	650	501500	Overtime	\$ 1,000	\$ -	\$ -	\$ -	0.00%
001	650	504700	Social Security	\$ 8,500	\$ -	\$ 659	\$ 1,904	22.40%
001	650	504800	Health Insurance	\$ 43,500	\$ -	\$ 1,853	\$ 5,583	12.84%
001	650	504900	Worker's Comp	\$ 3,900	\$ -	\$ 4	\$ 1,313	33.66%
001	650	505000	Retirement	\$ 16,000	\$ -	\$ 1,147	\$ 3,324	20.77%
001	650		PERSONNEL SERVICES	\$ 182,555	\$ -	\$ 12,500	\$ 37,683	20.64%
001	650	600100	Office Supplies	\$ 650	\$ -	\$ 9	\$ 18	2.83%
001	650	600210	Electricity	\$ 4,000	\$ -	\$ 113	\$ 233	5.82%
001	650	600220	Communication Services	\$ 3,300	\$ -	\$ 87	\$ 174	5.28%
001	650	600300	Equipment Maint & Repair	\$ 8,000	\$ -	\$ -	\$ 1,315	16.44%
001	650	600350	Vehicle Maint & Repair	\$ 2,000	\$ -	\$ 71	\$ 71	3.56%
001	650	600400	Facility Needs	\$ 25,000	\$ -	\$ 2,657	\$ 7,077	28.31%
001	650	600600	Travel & Training	\$ 2,000	\$ -	\$ -	\$ -	0.00%
001	650	600700	Memberships & Subscriptions	\$ 500	\$ -	\$ -	\$ -	0.00%
001	650	601500	Gas, Oil & Tires	\$ 3,250	\$ -	\$ 361	\$ 818	25.18%
001	650	607500	Special Purchases	\$ 15,000	\$ -	\$ -	\$ -	0.00%
001	650	608000	Supplies	\$ 15,000	\$ -	\$ 486	\$ 1,602	10.68%
001	650	608050	Janitorial Supplies	\$ 6,000	\$ -	\$ -	\$ 712	11.86%
001	650	608100	Contract & Other Services	\$ 26,000	\$ -	\$ 623	\$ 1,590	6.11%
001	650		MATERIALS & SERVICES	\$ 110,700	\$ -	\$ 4,408	\$ 13,610	12.29%
			Expense	\$ 363,255	\$ -	\$ 16,908	\$ 51,293	14.12%

Sewer Department

1st Quarter Financial Report 2020-2021

Period 01 - 03
Fiscal Year 2021

REVENUE

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
013	000	400100	Beginning Fund Balance	\$ (281,320)	\$ (307,459)	\$ -	\$ (307,459)	109.29%
013	000	400400	Interest	\$ (3,000)	\$ -	\$ -	\$ (561)	18.71%
013	000	402700	Refunds & Misc	\$ (150)	\$ -	\$ (50)	\$ (146)	97.17%
013	000	402720	Public Works Inspection Fee	\$ -	\$ -	\$ -	\$ (150)	0.00%
013	000	404400	Sewer Charges	\$ (1,187,116)	\$ -	\$ (96,987)	\$ (291,146)	24.53%
013	000	404500	Sewer Connection Fees	\$ -	\$ -	\$ -	\$ (338)	0.00%
013	000		REVENUES	\$ 1,471,586	\$ 307,459	\$ 97,037	\$ 599,800	40.76%

Sewer Department-Treatment

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
013	130	631000	Transfer to PW Reserve	\$ 12,500	\$ -	\$ -	\$ -	0.00%
013	130	631900	Transfer to Sewer Reserve	\$ 50,000	\$ -	\$ -	\$ -	0.00%
013	130		TRANSFERS	\$ 62,500	\$ -	\$ -	\$ -	0.00%
013	130	500010	City Manager	\$ 1,076	\$ -	\$ 87	\$ 260	24.14%
013	130	500016	Public Works Director	\$ 11,647	\$ -	\$ 1,346	\$ 4,334	37.21%
013	130	500020	Accounting Supervisor	\$ 2,215	\$ -	\$ 178	\$ 534	24.12%
013	130	500022	Human Resources Specialist	\$ 2,774	\$ -	\$ -	\$ -	0.00%
013	130	500024	Information Systems Admin	\$ 2,885	\$ -	\$ 231	\$ 694	24.05%
013	130	500028	City Recorder	\$ 648	\$ -	\$ 63	\$ 174	26.88%
013	130	500038	Facility Ops	\$ 117,154	\$ -	\$ 9,612	\$ 28,858	24.63%
013	130	500048	Facility Operator Trainee	\$ 23,985	\$ -	\$ 1,965	\$ 5,895	24.58%
013	130	500053	Accounting Clerk 3	\$ 1,862	\$ -	\$ 148	\$ 444	23.86%
013	130	500066	Utility Billing Clerk 1	\$ 8,276	\$ -	\$ 678	\$ 1,828	22.09%
013	130	500082	City Planner	\$ 934	\$ -	\$ -	\$ -	0.00%
013	130	500084	Assistant Planner	\$ 1,973	\$ -	\$ 197	\$ 594	30.10%
013	130	501400	Call Time	\$ 25,000	\$ -	\$ 1,561	\$ 4,797	19.19%
013	130	501500	Overtime	\$ 13,500	\$ -	\$ 1,040	\$ 3,743	27.73%
013	130	504700	Social Security	\$ 15,500	\$ -	\$ 1,270	\$ 3,876	25.01%
013	130	504800	Health Insurance	\$ 40,000	\$ -	\$ 4,673	\$ 14,182	35.46%
013	130	504900	Workers' Comp	\$ 5,000	\$ -	\$ 6	\$ 3,787	75.74%
013	130	505000	Retirement	\$ 30,000	\$ -	\$ 1,901	\$ 6,059	20.20%
013	130		PERSONNEL SERVICES	\$ 304,429	\$ -	\$ 24,956	\$ 80,060	26.30%

013	130	600100	Office Supplies	\$	1,000	\$	-	\$	9	\$	18	1.84%
013	130	600150	Data Processing Support	\$	2,700	\$	-	\$	243	\$	484	17.92%
013	130	600210	Electricity	\$	48,000	\$	-	\$	3,375	\$	6,405	13.34%
013	130	600220	Communication Services	\$	4,100	\$	-	\$	176	\$	353	8.60%
013	130	600250	Alarms	\$	100	\$	-	\$	-	\$	-	0.00%
013	130	600300	Equipment Maint & Repair	\$	20,000	\$	-	\$	-	\$	-	0.00%
013	130	600350	Vehicle Maint & Repair	\$	1,500	\$	-	\$	9	\$	9	0.62%
013	130	600400	Facility Needs	\$	5,000	\$	-	\$	1,543	\$	1,835	36.71%
013	130	600420	Systems Repair	\$	67,000	\$	-	\$	24	\$	2,855	4.26%
013	130	600600	Travel & Training	\$	3,500	\$	-	\$	2,142	\$	3,990	114.01%
013	130	600700	Membership & Subscription	\$	1,500	\$	-	\$	-	\$	-	0.00%
013	130	601500	Gas, Oil & Tires	\$	2,500	\$	-	\$	132	\$	3,420	136.80%
013	130	601700	Insurance	\$	40,000	\$	-	\$	-	\$	42,982	107.46%
013	130	607500	Special Purchases	\$	10,000	\$	-	\$	-	\$	-	0.00%
013	130	608000	Supplies	\$	55,000	\$	-	\$	1,219	\$	2,917	5.30%
013	130	608100	Contract & Other Services	\$	27,000	\$	-	\$	251	\$	3,263	12.08%
013	130		MATERIALS & SERVICES	\$	288,900	\$	-	\$	9,123	\$	68,533	23.72%
			Total Treatment Expenses	\$	655,829	\$	-	\$	34,079	\$	148,593	22.66%

Sewer Department-Collection

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
013	135	620500	Equipment	\$ 30,000	\$ -	\$ -	\$ -	0.00%
013	135		CAPITAL OUTLAY	\$ 30,000	\$ -	\$ -	\$ -	0.00%
013	135	631000	Transfer to PW Reserve	\$ 12,500	\$ -	\$ -	\$ -	0.00%
013	135	631900	Transfer to Sewer Reserve	\$ 139,743	\$ -	\$ -	\$ -	0.00%
013	135		TRANSFERS	\$ 152,243	\$ -	\$ -	\$ -	0.00%
013	135	640100	Contingency	\$ 40,000	\$ -	\$ -	\$ -	0.00%
013	135		CONTINGENCY	\$ 40,000	\$ -	\$ -	\$ -	0.00%
013	135	500010	City Manager	\$ 1,076	\$ -	\$ 87	\$ 260	24.14%
013	135	500016	Public Works Director	\$ 11,647	\$ -	\$ 1,346	\$ 4,334	37.21%
013	135	500020	Accounting Supervisor	\$ 2,215	\$ -	\$ 178	\$ 534	24.12%
013	135	500022	Human Resources Specialist	\$ 2,774	\$ -	\$ -	\$ -	0.00%
013	135	500024	Information Systems Admin	\$ 2,885	\$ -	\$ 231	\$ 694	24.05%
013	135	500026	Public Works Op Supervisor	\$ 19,132	\$ -	\$ 1,427	\$ 1,427	7.46%
013	135	500028	City Recorder	\$ 648	\$ -	\$ 63	\$ 174	26.88%
013	135	500030	Lead/Senior Facility Ops	\$ 19,471	\$ -	\$ 1,599	\$ 4,798	24.64%
013	135	500045	Maint Worker 4B/Maint Tech	\$ 12,475	\$ -	\$ -	\$ 2,044	16.38%
013	135	500046	Maint Worker 4A/Equip Op	\$ 17,465	\$ -	\$ 1,462	\$ 4,386	25.11%

013	135	500053	Accounting Clerk 3	\$	1,862	\$	-	\$	148	\$	444	23.86%
013	135	500054	Maint/Clerical Worker 3	\$	25,068	\$	-	\$	2,150	\$	6,451	25.73%
013	135	500057	Maintenance Worker 2	\$	31,819	\$	-	\$	2,030	\$	6,089	19.14%
013	135	500066	Utility Billing Clerk 1	\$	12,414	\$	-	\$	1,017	\$	2,742	22.09%
013	135	500082	City Planner	\$	934	\$	-	\$	-	\$	-	0.00%
013	135	500084	Assistant Planner	\$	3,947	\$	-	\$	427	\$	1,287	32.60%
013	135	501400	Call Time	\$	6,700	\$	-	\$	408	\$	1,567	23.39%
013	135	501500	Overtime	\$	2,500	\$	-	\$	36	\$	92	3.67%
013	135	504700	Social Security	\$	14,000	\$	-	\$	932	\$	2,762	19.73%
013	135	504800	Health Insurance	\$	50,000	\$	-	\$	3,253	\$	10,063	20.13%
013	135	504900	Workers' Comp	\$	6,000	\$	-	\$	5	\$	1,899	31.65%
013	135	505000	Retirement	\$	23,000	\$	-	\$	1,624	\$	4,813	20.93%
013	135		PERSONNEL SERVICES	\$	268,032	\$	-	\$	18,423	\$	56,858	21.21%
013	135	600100	Office Supplies	\$	4,500	\$	-	\$	132	\$	141	3.14%
013	135	600150	Data Processing Support	\$	6,500	\$	-	\$	243	\$	1,932	29.72%
013	135	600210	Electricity	\$	33,000	\$	-	\$	1,605	\$	3,701	11.22%
013	135	600220	Communication Services	\$	4,000	\$	-	\$	113	\$	225	5.63%
013	135	600250	Alarms	\$	4,500	\$	-	\$	421	\$	857	19.05%
013	135	600300	Equipment Maint & Repair	\$	16,000	\$	-	\$	-	\$	-	0.00%
013	135	600350	Vehicle Maint & Repair	\$	2,000	\$	-	\$	116	\$	116	5.78%
013	135	600400	Building Repair	\$	2,000	\$	-	\$	-	\$	-	0.00%
013	135	600420	Systems Repair	\$	20,000	\$	-	\$	12,864	\$	12,864	64.32%
013	135	600600	Travel & Training	\$	2,500	\$	-	\$	-	\$	72	2.90%
013	135	600700	Membership & Subscription	\$	1,200	\$	-	\$	-	\$	-	0.00%
013	135	601500	Gas, Oil & Tires	\$	6,500	\$	-	\$	598	\$	1,098	16.89%
013	135	601700	Insurance	\$	4,600	\$	-	\$	-	\$	4,943	107.46%
013	135	607500	Special Purchases	\$	28,000	\$	-	\$	-	\$	-	0.00%
013	135	608000	Supplies	\$	11,000	\$	-	\$	18	\$	1,506	13.69%
013	135	608100	Contract & Other Services	\$	16,000	\$	-	\$	114	\$	2,204	13.78%
013	135		MATERIALS & SERVICES	\$	162,300	\$	-	\$	16,223	\$	29,659	18.27%
013	135	702000	DEQ Loan Repayment-Principal	\$	91,000	\$	-	\$	-	\$	-	0.00%
013	135	702500	Rev Bond 2016 - Interest/Fees	\$	56,082	\$	-	\$	-	\$	-	0.00%
013	135	703000	W/WW Loan 2019 - Principal	\$	16,100	\$	-	\$	-	\$	-	0.00%
013	135		DEBT SERVICES	\$	163,182	\$	-	\$	-	\$	-	0.00%
			Total Collection Expenses	\$	815,757	\$	-	\$	34,646	\$	86,517	10.61%
			NET	\$	-	\$	307,459	\$	28,312	\$	364,689	

Streets Department

1st Quarter Financial Report 2020-2021

Period 01 - 03
Fiscal Year 2021

Revenue

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
011	000	400100	Beginning Fund Balance	\$ (2,608,411)	\$ (2,634,446)	\$ -	\$ (2,634,446)	101.00%
011	000	400400	Interest	\$ (40,000)	\$ -	\$ -	\$ (4,665)	11.66%
011	000	401300	Natural Gas Franchise	\$ (16,000)	\$ -	\$ -	\$ (3,279)	20.50%
011	000	401400	Telephone Franchise	\$ (2,000)	\$ -	\$ -	\$ -	0.00%
011	000	401450	Telecommunications Franchise	\$ (2,500)	\$ -	\$ -	\$ (693)	27.72%
011	000	401500	Television Franchise	\$ (12,000)	\$ -	\$ -	\$ (3,851)	32.09%
011	000	401600	Garbage Franchise	\$ (33,000)	\$ -	\$ -	\$ (16,294)	49.38%
011	000	401700	Electric Franchise	\$ (566,000)	\$ -	\$ (52,861)	\$ (127,980)	22.61%
011	000	402050	Truck Permits	\$ (2,300)	\$ -	\$ -	\$ (8)	0.35%
011	000	402400	Oregon State Highway Tax	\$ (210,000)	\$ -	\$ (19,666)	\$ (48,489)	23.09%
011	000	402700	Refunds & Misc	\$ (1,500)	\$ -	\$ (80)	\$ (80)	5.33%
011	000	402720	Public Works Inspection Fee	\$ -	\$ -	\$ -	\$ (150)	0.00%
011	000	403600	Road Maintenance Fees	\$ (100,000)	\$ -	\$ (8,589)	\$ (26,365)	26.37%
011	000	405250	Grants	\$ (150,000)	\$ -	\$ -	\$ -	0.00%
Total Revenue				\$ 3,743,711	\$ 2,634,446	\$ 81,196	\$ 2,866,300	76.56%

Expenses

011	110	620500	Equipment	\$ 85,000	\$ -	\$ -	\$ 77,263	90.90%
011	110	620520	Systems	\$ 2,283,876	\$ -	\$ 4,326	\$ 14,186	0.62%
011	110	620540	Road Maintenance Expenditures	\$ 215,000	\$ -	\$ -	\$ -	0.00%
011	110		CAPITAL OUTLAY	\$ 2,583,876	\$ -	\$ 4,326	\$ 91,450	3.54%
011	110	631000	Transfer to PW Equip Reserve	\$ 35,000	\$ -	\$ -	\$ -	0.00%
011	110	631850	Transfer to Street Reserve	\$ 390,000	\$ -	\$ -	\$ -	0.00%
011	110		TRANSFERS	\$ 425,000	\$ -	\$ -	\$ -	0.00%
011	110	640100	Contingency	\$ 250,000	\$ -	\$ -	\$ -	0.00%
011	110		CONTINGENCY	\$ 250,000	\$ -	\$ -	\$ -	0.00%
011	110	500010	City Manager	\$ 2,152	\$ -	\$ 173	\$ 519	24.14%
011	110	500016	Public Works Director	\$ 23,294	\$ -	\$ 1,346	\$ 4,334	18.60%
011	110	500020	Accounting Supervisor	\$ 2,215	\$ -	\$ 178	\$ 534	24.12%
011	110	500022	Human Resources Specialist	\$ 2,774	\$ -	\$ -	\$ -	0.00%

011	110	500024	Information Systems Admin	\$	2,885	\$	-	\$	231	\$	694	24.05%
011	110	500026	Public Works Op Supervisor	\$	19,132	\$	-	\$	1,427	\$	1,427	7.46%
011	110	500028	City Recorder	\$	1,296	\$	-	\$	126	\$	348	26.88%
011	110	500030	Lead/Senior Facility Ops	\$	19,471	\$	-	\$	1,599	\$	4,798	24.64%
011	110	500045	Maintenance Worker 4B	\$	24,950	\$	-	\$	-	\$	4,087	16.38%
011	110	500046	Maint Worker 4A	\$	14,969	\$	-	\$	1,253	\$	3,759	25.11%
011	110	500053	Accounting Clerk 3	\$	1,862	\$	-	\$	148	\$	444	23.86%
011	110	500057	Muni/Ground Maint Worker	\$	71,619	\$	-	\$	1,747	\$	5,239	7.32%
011	110	500082	City Planner	\$	1,869	\$	-	\$	-	\$	-	0.00%
011	110	500084	Assistant Planner	\$	3,947	\$	-	\$	427	\$	1,287	32.60%
011	110	501400	Call Time	\$	6,000	\$	-	\$	-	\$	21	0.35%
011	110	501500	Overtime	\$	2,500	\$	-	\$	-	\$	3	0.13%
011	110	504700	Social Security	\$	15,000	\$	-	\$	640	\$	2,036	13.58%
011	110	504800	Health Insurance	\$	37,000	\$	-	\$	2,427	\$	7,414	20.04%
011	110	504900	Workers' Comp	\$	10,500	\$	-	\$	3	\$	8,528	81.22%
011	110	505000	Retirement	\$	22,000	\$	-	\$	1,257	\$	3,930	17.87%
011	110		PERSONNEL SERVICES	\$	285,435	\$	-	\$	12,983	\$	49,405	17.31%
011	110	600100	Office Supplies	\$	700	\$	-	\$	11	\$	20	2.88%
011	110	600210	Electricity	\$	7,000	\$	-	\$	332	\$	688	9.82%
011	110	600220	Communication Services	\$	4,000	\$	-	\$	113	\$	225	5.63%
011	110	600250	Alarms	\$	2,000	\$	-	\$	152	\$	306	15.29%
011	110	600300	Equipment Repair	\$	15,000	\$	-	\$	290	\$	452	3.02%
011	110	600350	Vehicle Maint & Repair	\$	3,000	\$	-	\$	1,539	\$	1,780	59.35%
011	110	600400	Facility Needs	\$	200	\$	-	\$	219	\$	219	109.71%
011	110	600420	Systems Repair	\$	85,000	\$	-	\$	-	\$	196	0.23%
011	110	600600	Travel & Training	\$	1,500	\$	-	\$	(697)	\$	(697)	-46.43%
011	110	600700	Membership & Subscription	\$	1,000	\$	-	\$	-	\$	-	0.00%
011	110	601500	Gas, Oil & Tires	\$	5,500	\$	-	\$	600	\$	1,099	19.99%
011	110	601700	Insurance	\$	14,500	\$	-	\$	-	\$	15,581	107.46%
011	110	607500	Special Purchases	\$	7,000	\$	-	\$	-	\$	-	0.00%
011	110	608000	Supplies	\$	20,000	\$	-	\$	1,530	\$	5,027	25.14%
011	110	608100	Contract & Other Services	\$	12,000	\$	-	\$	-	\$	4,598	38.32%
011	110	608175	Street Sweeping	\$	21,000	\$	-	\$	1,590	\$	1,590	7.57%
011	110		MATERIALS & SERVICES	\$	199,400	\$	-	\$	5,681	\$	31,086	15.59%
			Expense	\$	3,743,711	\$	-	\$	22,990	\$	171,940	4.59%
			NET			\$	2,634,446	\$	58,206	\$	2,694,360	

Water Department

1st Quarter Financial Report 2020-2021

Period 01 - 03
Fiscal Year 2021

Revenue

Fund	Dept	Account Number	Description	Budget	Beg Bal	Period Amt	End Bal	% Of Budget
012	000	400100	Beginning Fund Balance	\$ (125,987)	\$ (190,512)	\$ -	\$ (190,512)	151.22%
012	000	400400	Interest	\$ (9,000)	\$ -	\$ -	\$ (681)	7.57%
012	000	402700	Refunds & Misc	\$ (3,000)	\$ -	\$ (50)	\$ (146)	4.86%
012	000	402720	Public Works Inspection Fee	\$ -	\$ -	\$ -	\$ (150)	0.00%
012	000	402730	Haulable Water	\$ (1,500)	\$ -	\$ (60)	\$ (400)	26.67%
012	000	403700	Sale of Water	\$ (1,240,000)	\$ -	\$ (121,254)	\$ (357,484)	28.83%
012	000	403800	Meter Charges-Connection Fees	\$ (3,000)	\$ -	\$ -	\$ (10,809)	360.28%
012	000	403900	Service Fees	\$ (2,000)	\$ -	\$ (225)	\$ (655)	32.75%
012	000	403950	Delinquent Fees	\$ (7,000)	\$ -	\$ (720)	\$ (2,110)	30.14%
012	000	404100	Sale of Water to Seal Rock	\$ (346,000)	\$ -	\$ (43,045)	\$ (147,314)	42.58%
012	000	404125	H2O Program Donations	\$ (300)	\$ -	\$ (40)	\$ (120)	40.00%
012	000	404130	Fees and Adjustments	\$ (300)	\$ -	\$ -	\$ -	0.00%
012	000	405380	Rents & Leases	\$ (11,185)	\$ -	\$ (1,864)	\$ (2,796)	25.00%
Revenue				\$ 1,749,272	\$ 190,512	\$ 167,258	\$ 713,176	40.77%

Water Department-Treatment

012	120	620500	Equipment	\$ 15,000	\$ -	\$ -	\$ -	0.00%
012	120		CAPITAL OUTLAY	\$ 15,000	\$ -	\$ -	\$ -	0.00%
012	120	631000	Transfer to PW Reserve	\$ 10,000	\$ -	\$ -	\$ -	0.00%
012	120	631800	Transfer to Water Reserve	\$ 124,700	\$ -	\$ -	\$ -	0.00%
012	120		TRANSFERS	\$ 134,700	\$ -	\$ -	\$ -	0.00%
012	120	500010	City Manager	\$ 1,076	\$ -	\$ 87	\$ 260	24.14%
012	120	500016	Public Works Director	\$ 11,647	\$ -	\$ 1,346	\$ 4,334	37.21%
012	120	500020	Accounting Supervisor	\$ 2,214	\$ -	\$ 178	\$ 534	24.13%
012	120	500024	Information Systems Admin	\$ 2,885	\$ -	\$ 231	\$ 694	24.05%
012	120	500028	City Recorder	\$ 649	\$ -	\$ 63	\$ 174	26.84%
012	120	500030	Lead/Senior Facility Ops	\$ 63,527	\$ -	\$ 5,426	\$ 16,278	25.62%
012	120	500038	Facility Ops	\$ 52,411	\$ -	\$ 4,337	\$ 13,011	24.82%
012	120	500048	Facility Operator Trainee	\$ 23,985	\$ -	\$ 1,965	\$ 5,895	24.58%
012	120	500053	Accounting Clerk 3	\$ 1,862	\$ -	\$ 148	\$ 444	23.86%
012	120	500066	Utility Billing Clerk 1	\$ 8,276	\$ -	\$ 678	\$ 1,828	22.09%
012	120	500082	City Planner	\$ 934	\$ -	\$ -	\$ -	0.00%
012	120	500084	Assistant Planner	\$ 1,973	\$ -	\$ 197	\$ 594	30.10%
012	120	501400	Call Time	\$ 22,000	\$ -	\$ 1,694	\$ 5,254	23.88%
012	120	501500	Overtime	\$ 10,000	\$ -	\$ 1,101	\$ 2,186	21.86%

012	120	504700	Social Security	\$	14,000	\$	-	\$	1,310	\$	3,873	27.66%
012	120	504800	Health Insurance	\$	19,000	\$	-	\$	2,115	\$	5,865	30.87%
012	120	504900	Workers' Comp	\$	5,000	\$	-	\$	6	\$	5,688	113.75%
012	120	505000	Retirement	\$	24,000	\$	-	\$	2,103	\$	6,193	25.80%
012	120		PERSONNEL SERVICES	\$	265,439	\$	-	\$	22,985	\$	73,105	27.54%
012	120	600100	Office Supplies	\$	1,200	\$	-	\$	9	\$	18	1.53%
012	120	600150	Data Processing Support	\$	2,500	\$	-	\$	243	\$	484	19.35%
012	120	600210	Electricity	\$	67,000	\$	-	\$	4,414	\$	8,497	12.68%
012	120	600220	Communication Services	\$	8,000	\$	-	\$	574	\$	1,156	14.45%
012	120	600250	Alarms	\$	2,000	\$	-	\$	152	\$	305	15.23%
012	120	600300	Equipment Maint & Repair	\$	10,000	\$	-	\$	-	\$	192	1.92%
012	120	600350	Vehicle Maint & Repair	\$	1,500	\$	-	\$	-	\$	-	0.00%
012	120	600400	Facility Needs	\$	20,000	\$	-	\$	4,334	\$	4,789	23.95%
012	120	600420	Systems Repair	\$	10,000	\$	-	\$	-	\$	-	0.00%
012	120	600600	Travel & Training	\$	3,050	\$	-	\$	-	\$	208	6.82%
012	120	600700	Membership & Subscription	\$	1,525	\$	-	\$	-	\$	-	0.00%
012	120	601500	Gas, Oil & Tires	\$	2,500	\$	-	\$	153	\$	354	14.15%
012	120	601700	Insurance	\$	28,000	\$	-	\$	-	\$	30,087	107.46%
012	120	607500	Special Purchases	\$	20,000	\$	-	\$	-	\$	-	0.00%
012	120	608000	Supplies	\$	60,000	\$	-	\$	2,601	\$	7,058	11.76%
012	120	608100	Contract & Other Services	\$	37,000	\$	-	\$	1,624	\$	6,102	16.49%
012	120		MATERIALS & SERVICES	\$	274,275	\$	-	\$	14,104	\$	59,251	21.60%
			Total Treatment Expenses	\$	689,414	\$	-	\$	37,089	\$	132,356	19.20%

Water Department-Collection

012	125	631000	Transfer to PW Reserve	\$	22,500	\$	-	\$	-	\$	-	0.00%
012	125	631800	Transfer to Water Reserve	\$	308,955	\$	-	\$	-	\$	-	0.00%
012	125		TRANSFERS	\$	331,455	\$	-	\$	-	\$	-	0.00%
012	125	640100	Contingency	\$	35,000	\$	-	\$	-	\$	-	0.00%
012	125		CONTINGENCY	\$	35,000	\$	-	\$	-	\$	-	0.00%
012	125	500010	City Manager	\$	2,152	\$	-	\$	173	\$	520	24.14%
012	125	500016	Public Works Director	\$	23,294	\$	-	\$	2,691	\$	8,667	37.21%
012	125	500020	Accounting Supervisor	\$	4,429	\$	-	\$	356	\$	1,069	24.13%
012	125	500022	Human Resources Specialist	\$	2,774	\$	-	\$	-	\$	-	0.00%
012	125	500024	Information Systems Admin	\$	5,770	\$	-	\$	463	\$	1,387	24.05%
012	125	500026	Public Works Op Supervisor	\$	19,132	\$	-	\$	1,427	\$	1,427	7.46%
012	125	500028	City Recorder	\$	1,298	\$	-	\$	126	\$	348	26.84%
012	125	500030	Lead/Senior Facility Ops	\$	82,998	\$	-	\$	7,026	\$	21,077	25.39%
012	120	500038	Facility Ops	\$	52,411	\$	-	\$	4,337	\$	13,011	24.82%
012	125	500045	Maint Worker 4B/Maint Tech	\$	12,474	\$	-	\$	-	\$	2,044	16.38%
012	125	500046	Maint Worker 4A/Equip Op	\$	17,465	\$	-	\$	1,462	\$	4,386	25.11%

012	120	500048	Facility Operator Trainee	\$	23,985	\$	-	\$	1,965	\$	5,895	24.58%
012	125	500053	Accounting Clerk 3	\$	3,724	\$	-	\$	296	\$	889	23.86%
012	125	500054	Maint/Clerical Worker 3	\$	25,068	\$	-	\$	2,150	\$	6,451	25.73%
012	125	500057	Maintenance Worker 2	\$	31,819	\$	-	\$	5,741	\$	17,223	54.13%
012	125	500066	Utility Billing Clerk 1	\$	20,690	\$	-	\$	1,695	\$	4,570	22.09%
012	125	500082	City Planner	\$	1,868	\$	-	\$	-	\$	-	0.00%
012	125	500084	Assistant Planner	\$	6,573	\$	-	\$	624	\$	1,880	28.61%
012	125	501400	Call Time	\$	28,500	\$	-	\$	2,805	\$	8,544	29.98%
012	125	501500	Overtime	\$	12,000	\$	-	\$	1,137	\$	2,278	18.98%
012	125	504700	Social Security	\$	27,600	\$	-	\$	2,569	\$	7,583	27.47%
012	125	504800	Health Insurance	\$	64,000	\$	-	\$	6,721	\$	20,092	31.39%
012	125	504900	Workers' Comp	\$	10,000	\$	-	\$	12	\$	7,592	75.92%
012	125	505000	Retirement	\$	46,000	\$	-	\$	4,276	\$	12,605	27.40%
012	125		PERSONNEL SERVICES	\$	526,024	\$	-	\$	48,052	\$	149,538	28.43%
012	125	600100	Office Supplies	\$	7,200	\$	-	\$	141	\$	160	2.22%
012	125	600150	Data Processing Support	\$	9,500	\$	-	\$	486	\$	2,415	25.43%
012	125	600210	Electricity	\$	78,000	\$	-	\$	5,021	\$	9,770	12.53%
012	125	600220	Communication Services	\$	11,500	\$	-	\$	687	\$	1,381	12.01%
012	125	600250	Alarms	\$	3,500	\$	-	\$	152	\$	305	8.70%
012	125	600300	Equipment Maint & Repair	\$	16,000	\$	-	\$	-	\$	639	4.00%
012	125	600350	Vehicle Maint & Repair	\$	3,500	\$	-	\$	133	\$	133	3.80%
012	125	600400	Facility Needs	\$	22,500	\$	-	\$	4,334	\$	4,789	21.29%
012	125	600420	Systems Repair	\$	42,000	\$	-	\$	808	\$	808	1.92%
012	125	600600	Travel & Training	\$	5,050	\$	-	\$	1,644	\$	2,020	40.01%
012	125	600700	Membership & Subscription	\$	3,525	\$	-	\$	-	\$	-	0.00%
012	125	601500	Gas, Oil & Tires	\$	10,500	\$	-	\$	583	\$	1,283	12.22%
012	125	601700	Insurance	\$	33,000	\$	-	\$	-	\$	35,460	107.46%
012	125	603980	H2O Program Expenses	\$	400	\$	-	\$	-	\$	-	0.00%
012	125	607500	Special Purchases	\$	30,000	\$	-	\$	-	\$	-	0.00%
012	125	608000	Supplies	\$	90,000	\$	-	\$	2,640	\$	9,136	10.15%
012	125	608100	Contract & Other Services	\$	57,000	\$	-	\$	1,639	\$	8,409	14.75%
012	125		MATERIALS & SERVICES	\$	423,175	\$	-	\$	18,267	\$	76,709	18.13%
012	125	702000	2012 Debt Repayment/Bond 2016	\$	259,000	\$	-	\$	-	\$	-	0.00%
012	125	702500	Rev Bond 2016 - Interet/Fees	\$	159,618	\$	-	\$	-	\$	-	0.00%
012	125		DEBT SERVICES	\$	418,618	\$	-	\$	-	\$	-	0.00%
			Total Distribution Expenses	\$	1,749,272	\$	-	\$	66,320	\$	226,247	12.93%
			Net			\$	190,512	\$	63,849	\$	354,572	