



City Hall – Council Chambers
206 N. Main Street
Toledo, Oregon 97391
6:00 p.m.

TOLEDO CITY COUNCIL
Regular Meeting – also via Zoom Meeting Platform
November 1, 2023

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

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

1. **Call to Order, Pledge of Allegiance and roll call**
2. **Proclamations/Presentations**
Presentation – Homelessness Strategic Plan; Ernest Stephens, CEO of Morant McLeod
3. **Visitors/Public Comment**
(The public comment period provides the public with an opportunity to address the City Council regarding items not on the agenda. Please limit your comments to three (3) minutes).
4. **Consent Agenda**
 - Minutes from the work session held May 24, 2023
5. **Discussion Items**
 - Draft Ordinance; amending the Toledo Municipal Code and creating a Toledo Livability Code
6. **Decision Items**
 - Notice of Intent to award; Public Safety Building – Phase 1 bids
 - Contract approval; Civil West – Fir Street Engineering Services
 - Consideration to purchase a new 2023 F250 pickup
7. **Reports and Comments**
 - Committee updates
8. **Adjournment**

**TOLEDO CITY COUNCIL
WORK SESSION
May 24, 2023**

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:08 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		Mayor Rod Cross
X		Council President Betty Kamikawa
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Kim Bush
		Vacant
		Vacant

Staff present: City Manager (CM) Judy Richter, City Recorder (CR) Lisa Figueroa, Public Works Director (PWD) Bill Zusan, Police Chief (PC) Michael Pace, Fire Chief (FC) Larry Robeson, Library Director, Deborah Trusty, City Attorney (CA) Mike Adams

2. PROCLAMATIONS/PRESENTATIONS

Employee Recognition

PC Pace presented a plaque to Head Dispatcher Cassie Griffith for her 20th anniversary with the City of Toledo.

Presentation – Oregon Cascades West Council of Governments Annual Report

Executive Director Ryan Vogt addressed the Council and provide a status report from the Oregon Cascades West Council of Governments (COG) and its most recent activities. He listed services offered through COG including Meals on Wheels, senior & disability services and Stand By Me, which is a financial coaching model that helps provide financial stability to individuals and families. He said they are always looking for volunteers.

Presentation – General Obligation Bond

Jonas Biery of DA Davidson provided an update to the Council in regards to a general obligation (GO) bond. He reviewed the cost of the bond, which would be about equal to what voters currently pay. He indicated the initial amount proposed was approximately \$3.5 million but the amended amount is closer to \$3.65 million. He said the existing bond levy was passed in 2004 and indicated as that bonds ends, the proposed bond would replace it. The Council inquired whether this election year was a General Election or Special Election. Courtney L. Dausz, Bond Counsel of Mersereau Shannon LLP reviewed the draft resolution and explained the process to include it on the ballot.

3. VISITORS/PUBLIC COMMENT

CJ Drake of Georgia-Pacific (GP) Mill addressed the Council and indicated GP has opened recruitment for a Public Affairs Manager. He said he is located in Georgia now, but is here for a short visit to connect with community partners on behalf of GP in the interim.

1 **4. CONSENT AGENDA**

2 **Minutes from the regular meeting held March 15, 2023 and the work session held March 22,**
3 **2023**

4
5 **Motion** – It was moved and seconded (Mix/Kamikawa) to approve the consent agenda as
6 presented and the motion carried unanimously.

7
8 **5. DISCUSSION ITEMS**

9 **Draft resolution, calling a Measure Election to submit to the electors of the City the question**
10 **of contracting a General Obligation Bond**

11 CM Richter presented the council report. She noted the resolution indicated \$3.5 million, however
12 the DA Davidson recommended \$3.65 million. The Council inquired whether 2023 is a regular
13 General Election or a Special Election and whether the City would incur any expenses if the
14 question of the general obligation bond would be sent to the voters this November. Staff indicated
15 they could contact the County Clerk and the state for more information and report back to the
16 Council. The Council did not make a decision on the draft resolution, but asked it be brought back
17 to a future meeting for consideration.

18
19 **6. DECISION ITEMS**

20 **Resolution No. 1516, A resolution recognizing Grant Revenue and making appropriations**
21 **for spending for Fiscal Year 2022-2023**

22 CM Richter provided the council report and indicated they received a grant which was not
23 previously anticipated. She indicated the resolution allows the City to recognize the funds received.

24
25 **Motion** – It was moved and seconded (Kamikawa/Bush) to adopt Resolution No 1516, A
26 Resolution of the Toledo City Council to recognize Grant Revenue and make appropriations for
27 spending for the Fiscal Year 2022-2023 and the motion carried unanimously.

28
29 **Resolution No. 1517, A resolution approving a rate increase for Solid Waste Disposal**
30 **Services and repealing Resolution No. 1491 effective July 1, 2023**

31 Dave Larmouth, Rate Analyst for Dahl Disposal Services addressed the Council. He provided an
32 update to the Council about the services provided. He said the current rate is \$34.50 a month for
33 yard waste/curb/recycling, which would increase to approximately \$37.60 a month. He said
34 disposal and fuel rates have increased, which has impacted operation costs.

35
36 **Motion** – It was moved and seconded (Kamikawa/Bush) to adopt Resolution No. 1517, a
37 resolution of the Toledo City Council approving a rate increase for Solid Waste Disposal Services
38 provided by Dahl Disposal Services and repealing Resolution No. 1491 and the motion carried
39 unanimously.

40
41 **Clarification of calculations for transfer from Stabilization Fund for Fiscal 2023-2024**
42 **Budget**

43 CM Richter said the Council has considered uses for the Stabilization Fund and she brought it back
44 for her clarification. The Council deliberated the transfer calculations based on the information
45 included in the council report and asked clarification questions of staff in regards to the resolution.

46
47 After further discussion, a consensus of the City Council asked CM Richter to bring back the
48 resolution with clear guidance for all members of the Budget Committee and/or create guidelines
49 for the use of the stabilization fund.

1 **Approve an Intergovernmental Agreement with the City of Siletz to provide judicial services**
2 CA Adams provided an update to the City Council and indicated the City of Siletz is still reviewing
3 the proposed the agreement, which will be brought back to the Council at a future meeting.
4

5 **Consideration of annual Liquor License renewals**

6 CR Figueroa presented the council report and indicated the Oregon Liquor and Cannabis Control
7 Commission provides the City an opportunity to make a recommendation.
8

9 **Motion** – It was moved and seconded (Mix/Kamikawa) to approve the annual liquor license list
10 as presented and the motion carried unanimously.
11

12 **Consideration of permit applications to consume alcohol in public places for 2023 summer**
13 **events**

14 CR Figueroa presented the council report and referenced the applications in the Council packet.
15 She said there are several events listed during the summer including Art, Oysters & Brews, a Car
16 Swap and Cornhole Tournament and a beer garden at the Summer Festival.
17

18 **Motion** – It was moved and seconded (Kamikawa/Bush) to approve the applications for
19 consumption of alcohol in public places and the motion carried with four in favor and the
20 abstention of Councilor Mix.
21

22 The Council recessed at 7:30 and reconvened at 7:35 p.m.
23

24 **Approve a Settlement Agreement and a Tolling Agreement with the Toledo Cemetery**
25 **Association**

26 CA Adams presented the council report. He indicated the City and the Toledo Cemetery
27 Association participated in a mediation on April 7. He said The City agreed to purchase the
28 approximate .28 acres of the rock buttress, along with a 10-foot wide nonexclusive maintenance
29 easement from the entry and around the face of the buttress. He said the City will pay for the survey
30 costs. There were no questions from the Council.
31

32 **Motion** – It was moved and seconded (Kamikawa/Bush) to approve a settlement agreement with
33 the Toledo Cemetery Association, a Tolling Agreement, authorize the City Manager to execute
34 agreements, disburse \$10,000 upon receipt of the signed agreement by both parties, and the
35 remaining \$20,000 upon closing and the motion carried unanimously.
36

37 **7. REPORTS AND COMMENTS**

38 FC Robeson provided an update on department activities, including the radio repeater for
39 emergency broadcasts.
40

41 PC Pace said he will be assisting with patrols while the department is in the process of hiring more
42 officers.
43

44 CM Richter indicated she is focused on the preparing the budget for adoption.
45
46
47
48
49

1 **8. ADJOURNMENT**
2 The work session adjourned at 8:05 p.m.

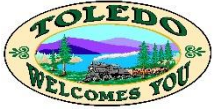
3
4 Approve:
5
6
7 _____
8 Mayor Rod Cross

Attest:

City Recorder Lisa Figueroa

DRAFT

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	November 1, 2023	Draft Ordinance; amending the Toledo Municipal Code and creating a Toledo Livability Code
Council Goal:	Agenda Type:	
Not Applicable	Discussion Items	
Prepared by:	Reviewed by:	Approved by:
City Attorney M. Adams	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Discussion only, of proposed draft ordinance creating a “Toledo Livability Code”.

Background:

This draft ordinance regulates the exterior conditions of all residential and nonresidential structures, and the interior conditions of residential tenant occupied structures and recreational vehicles.

Per the Council’s request, recreational vehicles occupied for a residential use were added to the prior draft reviewed by the council (see TMC 8.24.210 entitled “Recreational Vehicles;” application of the other laws in TMC 8.24.030(D)(3); Scope in TMC 8.24.040(B); the definition of a “recreational vehicle” in TMC 8.24.130(57), which is included in the definition of “residential property”(61) and “Structure”(65), and can be a “derelict structure”(20), or “junk”(39)(c), as defined, under this chapter; and TMC 8.24.180 entitled “interior conditions of tenant occupied residential structures and recreational vehicles”).

Applicable to all structures, including vacant buildings, and excluding children’s play structures, the exterior of premises are regulated, including the following: weatherproofing and waterproofing, roofs and drainage, exterior walls and exposed surfaces, windows and doors, glazing (of windows), basement hatchways, temporary measures (i.e. use of tarps), exterior sanitation, holes, tanks and child traps, unsecured structures, rat harborage, emergency access routes, thickets that conceal hazards, trash and debris, storage of non-trash items, solid waste removal, landlord responsibilities, building and accessory structures, general maintenance, including foundation and structural members, exterior walls and exposed surfaces, bricks and veneers, chimneys, roofs, decorative features, accessory structures, and vacant structures and land, decks, stairways and handrails, and fire safety.

In landlord owned-tenant occupied structures, the City is additionally regulating the interior of premises, including: lighting of egress, ventilation, electrical system, circuit protection, plumbing system, hot water, interior sanitation, heat in bathrooms and habitable rooms, Landlord responsibilities, entrance doors, window and door security, operable windows, and basement hatchways. As the City would be regulating the interior of tenant-occupied residential structures, although not prepared for tonight, staff can develop a self-inspection checklist primarily for landlords and property managers.

The enforcement includes civil penalties, inspections, right of entry, and administrative search warrants.

Fiscal Impact:	Fiscal Year:	GL Number:
None	2023-2024	N/A

Attachment:

1. Draft Ordinance

**CITY OF TOLEDO
ORDINANCE NO.**

AN ORDINANCE OF THE TOLEDO CITY COUNCIL CREATING NEW TOLEDO MUNICIPAL CODE CHAPTER 8.24, THE TOLEDO LIVABILITY CODE, REGULATING THE EXTERIOR CONDITIONS OF ALL RESIDENTIAL AND NON-RESIDENTIAL STRUCTURES, INTERIOR CONDITIONS OF RESIDENTIAL TENANT OCCUPIED STRUCTURES, AND RECREATIONAL VEHICLES OCCUPIED FOR A TEMPORARY RESIDENTIAL USE; REPEALING TMC CHAPTER 15.12; AND DECLARING AN EMERGENCY

WHEREAS, the City Council has a duty to ensure and protect the public health, safety and welfare of all residents of Toledo; and

WHEREAS, all residents and property owners in the City of Toledo benefit from the prevention of urban blight and the preservation of community livability; and

WHEREAS, minimum property maintenance standards and minimum livability standards prevent urban blight and preserve community livability; and

WHEREAS, special considerations for rental housing habitability are necessary to ensure the health, safety and welfare of tenants and to preserve community livability.

NOW THEREFORE, THE CITY OF TOLEDO ORDAINS AS FOLLOWS:

Section 1. Toledo Municipal Code Chapter 8.24, Toledo Livability Code, is hereby created to read as set out in Sections 1-57 of Exhibit A of this Ordinance and incorporated by this reference as if fully set out herein.

Section 2. Toledo Municipal Code Chapter 15.12, Abatement of Dangerous Buildings, consisting of Sections § 1-9 of Ord. 1101 (1980), Section §10 of Ord. 1101 (1980), as amended by Ord. 1118 (1980), and as further amended by Section § 14 of Ord. 1244 (1996), are hereby repealed.

Section 3. This ordinance being necessary for the immediate preservation of the public welfare, health and safety, an emergency is declared to exist and this ordinance shall take effect upon its passage.

This Ordinance adopted by the Toledo City Council this ___ day of _____, 2023.

APPROVED:

ATTEST:

Mayor Rod Cross

City Recorder Lisa Figueroa

Ordinance No. _____ (2023) - Exhibit A

Section 1. Sections 2 through 57 of this Ordinance are added to and made a part of the Toledo Municipal Code to create Chapter 8.24, "Toledo Livability Code," as indicated.

Section 2. Section § 8.24.010 of the Toledo Municipal Code is created to read as follows:

8.24.010 - Short Title.

This chapter shall be known and may be cited as the "Toledo Livability Code" and may be referred to herein as "this chapter."

Section 3. Section § 8.24.020 of the Toledo Municipal Code is added to read as follows:

8.24.020 - Purpose.

The purpose of this chapter is to ensure and protect the public health, safety and welfare and to prevent or reduce urban blight by establishing minimum property maintenance and livability standards for all premises.

Section 4. Section § 8.24.030 of the Toledo Municipal Code is added to read as follows:

8.24.030 - Application of other Laws.

- A. Nothing in this chapter shall be construed to relieve a person from complying with any federal, state or local law, including any other provisions of the Toledo municipal code or the requirement to obtain all necessary permits and approvals.
- B. **Changes and Alterations.** Any repair, alteration, or addition to, or change of occupancy in an existing building, or any change of use of any property, shall be made in accordance with all applicable provisions of law, including, but not limited to the Toledo Municipal Code.
- C. No provisions in this chapter shall preclude the abatement of a nuisance as provided in the general nuisance ordinance of the city, TMC Chapter 8.04.
- D. **Conflicts.**
 - 1. Except as provided otherwise by federal, state or local law, if a provision of this chapter conflicts with a residential property maintenance law, rule or regulation promulgated by a state or federal authority having jurisdiction over residential property in the City of

Toledo, the provision of the state or federal law, rule or regulation shall apply to the exclusion of the conflicting provision of this chapter.

2. This chapter is intended to supplement rather than conflict with the habitability standards and the assignment of landlord and tenant responsibilities in the State of Oregon Residential Landlord and Tenant Act.
3. This chapter is intended to expand the regulation of the temporary residential use of recreational vehicles located within the city limits, beyond TMC Chapter 8.08, whether or not a temporary permit has been granted under TMC Chapter 8.08.040, including the regulation of the interior and exterior conditions in or near recreational vehicles.
4. If a provision of this chapter conflicts with a provision of the adopted building code, the provision of the building code shall apply to the exclusion of the conflicting provision of this chapter.

Section 5. Section § 8.24.040 of the Toledo Municipal Code is added to read as follows:

8.24.040 - Scope.

- A. This chapter establishes minimum requirements and standards for the protection of structures and premises from the elements, life safety and other hazards, and for their safe and sanitary maintenance; assigning the responsibility of owners and occupants; and, establishes the processes and standards for the administration of this chapter, its administration, enforcement, Appeals, and penalties.
- B. Provisions of this chapter that address the interior conditions of residential structures apply to tenant occupied residential structures and recreational vehicles only.
- C. Provisions of this chapter that address the exterior conditions of structures and the conditions of premises apply to all residential and nonresidential structures and all premises, with the exclusion of children's play structures which shall be exempt from the maintenance standards established by this chapter other than with respect to conditions that constitute imminent or incipient hazards, as those terms are defined in this chapter.
- D. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health, safety and maintenance, as required by the provisions of this chapter.

Section 6. Section § 8.24.050 of the Toledo Municipal Code is added to read as follows:

8.24.050 - Saving Clause.

Compliance with this chapter shall not affect violations of any other ordinance, code or regulation existing prior to the effective date hereof, and any such violation shall be governed

and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

Section 7. Section § 8.24.060 of the Toledo Municipal Code is added to read as follows:

8.24.060 - Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this chapter shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this chapter which shall continue in full force and effect, and to this end the provisions of this chapter are hereby declared to be severable.

Section 8. Section § 8.24.070 of the Toledo Municipal Code is added to read as follows:

8.24.070 - Administration.

- A. The City Manager is hereby authorized to administer and enforce all of the provisions of this chapter. The authority of the City Manager to enforce the provisions of this chapter is independent of and in addition to the authority of other city officials to enforce the provisions of other city codes.
- B. The City Manager may grant authority to enforce all or a portion of this chapter to the administrator of the City Planning Department, or the Chief of Police, or the Chief of the Fire Department, or Code Enforcement Officer, or any combination, and/or their respective designees.
- C. This chapter shall be liberally construed to the end that the City Manager shall not be required to personally perform the administrative or enforcement duties and functions that are the responsibilities of the City Manager under the terms and standards of this chapter.

Section 9. Section § 8.24.080 of the Toledo Municipal Code is added to read as follows:

8.24.080 - Appointments.

- A. The City Manager may retain the authority to administer and enforce all of the provisions of this chapter, as Director, or may appoint a Director and delegate authority to administer this chapter to the Director.
- B. The Director may appoint such number of officers, technical assistants, inspectors and other employees as shall be necessary for the administration and enforcement of this chapter.
- C. The Director is authorized to designate an employee as deputy who shall exercise all the powers of the Director during the temporary absence or disability of the Director.

- D. Any acts done by any employee who is under the direct supervision and control of the Director and done pursuant to a delegation of authority given by the Director to said employee shall be deemed to be done by the Director as required by the terms and standards of this chapter.

Section 10. Section § 8.24.090 of the Toledo Municipal Code is added to read as follows:

8.24.090 – Complaint Based Response.

- A. Administrative and enforcement responses under this chapter are intended to be initiated on the basis of a complaint.
- B. Complaints may be filed by members of the public, by representatives of the city organization and by representatives of external agencies in a manner that shall be consistent with administrative operating guidelines.
- C. Anonymous complaints will not be accepted.
- D. Notwithstanding the provisions above in subsection A., the Director may choose to initiate administrative or enforcement activities when conditions are known or suspected to be present on a property, premises or a structure that would constitute an imminent hazard or an incipient hazard, as those terms are defined herein.

Section 11. Section § 8.24.100 of the Toledo Municipal Code is added to read as follows:

8.24.100 – Relationship to Other Chapters.

- A. The Director is authorized to make all inspections, and seek administrative search warrants, pursuant to TMC Chapter 1.16, “Right of Entry for Inspections,” necessary for the purposes of enforcing this chapter. A right of entry exists, and the Director may enter all premises, including the interior of structures, at all reasonable times whenever an inspection is necessary to enforce any regulations of this code, or whenever the Director has reasonable cause to believe that there exists in any structure or upon any premises any condition which makes such premises substandard as defined in any regulations of this code.
- B. The Director is authorized to seek the imposition of civil penalties under TMC Chapter 1.20, “Civil Enforcement,” for all violations of this chapter.

Section 12. Section § 8.24.110 of the Toledo Municipal Code is added to read as follows:

8.24.110 - Historic Structures.

The provisions of this chapter shall not be mandatory for an existing structure designated as a local or national historic resource when such structure is judged by the Director to be safe and its continued maintenance in historic condition to be in the public interest.

Section 13. Section § 8.24.120 of the Toledo Municipal Code is added to read as follows:

8.24.120 - Modifications.

Where there are extreme hardships involved in carrying out provisions of this chapter, the Director shall have the right to vary or modify such provisions upon application of an owner or occupant, provided that the spirit and intent of the law is observed and that the public health, safety and welfare is assured.

Section 14. Section § 8.24.130 of the Toledo Municipal Code is added to read as follows:

8.24.130 - Definitions.

- A. All words and terms assume their dictionary definitions unless they are specifically defined in this chapter.
- B. Words stated in the present tense in this chapter include the future; the singular number includes the plural, and the plural includes the singular.
- C. Whenever the words "dwelling unit," "dwelling," "premises," "structure," or "building" are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof."
- D. Unless the context otherwise specifically requires, for purposes of this chapter, the following terms and phrases mean:
 - 1. **Abandoned Structure.** A vacant structure that is an attractive nuisance.
 - 2. **Abatement [e.g., of a Nuisance].** The act of removing, repairing, or taking other steps as may be necessary in order to remove a nuisance.
 - 3. **Accessible Means of Egress.** This term shall have the meaning provided under the Oregon Fire Code, Chapter 2, Section 202: A continuous and unobstructed way of egress travel from any accessible point in a building or facility to a public way.
 - 4. **Accessory Structure.** Any structure not intended for human occupancy. Accessory structures may or may not be attached to a primary structure. Examples of accessory structures include, but are not limited to: garages, carports, sheds, playhouses, decks, awnings, heat pumps, fences, trellises, flag poles, tanks, towers, exterior stairs, driveways and walkways.
 - 5. **Agent.** A person authorized by another to act in his/her behalf.
 - 6. **Approved.** Meets the standards set forth by this chapter, or is approved by the Director.

7. **Attic.** The unfinished, non-habitable part of a structure between the roof and the ceiling immediately below.
8. **Attractive Nuisance.** Buildings, structures, or premises that are in an unsecured, derelict or dangerous condition so as potentially to constitute an attraction to minors, vagrants, criminals or other unauthorized persons, or so as to enable persons to resort thereto for the purpose of committing an unlawful act.
9. **Basement.** That portion of a building or structure which is partly or completely below grade.
10. **Bathroom.** A room containing plumbing fixtures including a bathtub or shower.
11. **Bedroom.** Any room or space used or intended to be used for sleeping purposes.
12. **Boarded.** The securing of an unoccupied building or structure against entry by the placement of material such as plywood, boards, or other similar material over openings, consistent with administrative operating guidelines, that are designed or intended for windows or doors, where the materials are visible off the premises and where the materials are not lawfully or customarily installed on a building or structure that would be occupied.
13. **Building.** Any structure designed for habitation, shelter, storage, trade, manufacture, business, education, or other similar purposes.
14. **Building Code.** The specialty codes adopted by the State of Oregon, which includes any enforcement performed by the Lincoln County Building Office through an IGA with the County.
15. **Building Official.** The Lincoln County Building Office, through an IGA the City has entered with Lincoln County.
16. **Bulk Solid Waste.** Discarded bedding, mattresses and furniture, junk, yard debris, uprooted tree stumps, demolition or construction debris, or other non-putrefactive and nonhazardous materials not placed in a receptacle, or too large to be placed into a receptacle.
17. **City Council.** The Toledo City Council, interpreting its code, to serve and to decide matters stipulated for quasi-judicial review under this chapter.
18. **Civil infraction.** A “Civil infraction” means a violation of a city ordinance designated as a civil infraction.

19. **Deterioration.** A lowering in the quality, condition or appearance of a building or structure, characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence of physical decay, neglect, excessive use or lack of maintenance.

20. **Derelict Structure.** A building or structure that is unfit for human habitation, or poses an incipient hazard, or is detrimental to public health, safety or welfare, as a result of one or more of the following conditions:

- a) Is unoccupied and unsecured;
- b) Is partially constructed;
- c) Is an abandoned structure or attractive nuisance;
- d) Is in condition-of deterioration;
- e) Has an infestation of pests;
- f) Has doors or windows boarded over, or;
- g) Other condition that in the opinion of the Director is detrimental to public health, safety or welfare.

21. **Dilapidation.** Being in a state of partial ruin, decay or disrepair.

22. **Director.** The City Manager, the person appointed by the City Manager as the administrator of the City's Planning Department for the City of Toledo, or the person charged by the City Manager with the implementation and enforcement of this chapter, or the appointed person's designee.

23. **Dwelling.** Any structure containing one or more dwelling unit.

24. **Dwelling Unit.** A single unit within a dwelling providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

25. **Exit.** A continuous, unobstructed means of egress from a dwelling to the exterior of the building and to a public way.

26. **Exterior Property.** The areas of a property which are outside the exterior walls and roof of a building. All parts of property that are exposed to the weather including the exterior of structures built for human occupancy. This includes, but is not limited to, yards, gardens, vehicles parked on the property; open and accessible porches, carports, garages, and decks; accessory structures, and any outdoor storage structure.

27. **Extermination.** The control, elimination and removal of pests by eliminating harborage places; by removing or making inaccessible materials that serve as food; by poison spraying, fumigating, trapping or by any other pest elimination method approved by the Director.

28. **Forfeiture.** A “Forfeiture” means the penalty imposed for a civil infraction if a violation is found to be have been committed.

29. **Hazardous Solid Waste.** Any solid waste which, in the opinion of the Director, would constitute a danger to collection personnel or to anyone who may come in contact with such solid waste, and includes, without limitation, any hazardous waste as defined in ORS 466.005(7) as may be amended.

30. **Habitable.** Suitable for human habitation.

31. **Habitable Space.** A space in a building for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.

32. **Hazardous Thicket.** Blackberry vines, also known as brambles, or other thickets that conceal trash, debris, or junk; or create a harborage for people involved in criminal activity or for products used for unlawful activity; or that encroach upon the public right of way, or private property of another in a manner that may be hazardous.

33. **Human Habitation.** The use of a structure, portion of the structure, or space, in which any person remains for a continuous period of two or more hours per day, or for periods which will accumulate to four or more hours in a day.

34. **Imminent Hazard.** Any condition of deterioration that places public health, safety or welfare in high risk of peril, when the peril is immediate, impending, or on the point of happening.

35. **Incipient Hazard.** Any condition that can become an imminent hazard if further deterioration is allowed to occur.

36. **Indoor Fixture.** Any item that is designed to be used indoors or otherwise protected from environmental elements, including, but not limited to, heating, plumbing and electrical fixtures.

37. **Indoor Furnishing/Furniture.** Any item that is designed to be used indoors or otherwise protected from environmental elements including, but not limited to, upholstered furniture, indoor appliances and indoor carpet.

38. **Infestation.** The presence of pests in large numbers that is harmful or bothersome within or adjacent to a building or structure or upon premises.

39. **Junk.** Articles of personal property that have outlived their usefulness in their original form, or articles of personal property that have been discarded and are no longer used for their manufactured purpose, regardless of value. As used in this chapter the term "junk" includes, but is not limited to:

- a) any derelict motor vehicle, RV, trailer, or boat, i.e., any used motor vehicle, RV, trailer, or boat without a vehicle license or with an expired license; or,
- b) neglected motor vehicle, RV, trailer, or boat, i.e., a motor vehicle, RV, trailer, or boat, that is missing critical parts required for the normal and legal operation of the vehicle, but has all of its body parts intact, including fenders, hood, trunk, glass, and tires; or,
- c) wrecked motor vehicle, recreational vehicle, trailer, or boat or part thereof, i.e., a motor vehicle, RV, trailer, or boat, that is dismantled or partially dismantled, or having a broken or missing window or windshield, or lacking a wheel or tire; or,
- d) machinery or parts thereof that are inoperative, worn out, or in a state of disrepair; or,
- e) any appliances or parts thereof that are inoperative, worn out, or in a state of disrepair; or,
- f) any worn out or dilapidated indoor fixtures or furnishings, or parts thereof; or,
- g) any bulk solid waste; and,
- h) solid waste items that are of a type or quantity inconsistent with normal and usual use such as wood, metal, scrap and other similar items.

40. **Landlord.** The owner or lessor of a dwelling unit, a building, or premises, including a person authorized by the owner or lessor to manage the premises or to enter into a rental agreement.

41. **Legally Occupied.** The use of premises for a purpose authorized by law, including the building code and the Toledo land development code. For the purposes of this chapter, a premises shall be considered legally occupied, even if presently vacant, as long as the premises is maintained in compliance with the provisions of this chapter, and in the case of a building or structure, conditions that would qualify the building or structure as derelict are not present.

42. **Let for Occupancy or Let.** To permit, to provide, or to offer possession or occupancy of a dwelling unit, building, structure or premises, pursuant to a lease, permit, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

43. **Maintained Compost.** A small portion of a property set aside for the purpose of methodically encouraging the rapid decomposition of yard debris and other vegetable matter into a suitable fertilizer or amendment for the soil on the property. Maintained compost shows clear indicators that the organic materials placed there are being actively managed to encourage its rapid decomposition. Possible signs of such active management may include evidence of regular turning, a mixture of yard debris types, any woody materials present having been chopped into small sizes, and the presence of internal heat in the composting mixture. A location where yard debris is placed primarily as a means to store it or dump it without reasonable expectation of rapid decomposition does not constitute maintained compost.

44. **Means of Egress/Doors.** A continuous and unobstructed path of vertical and horizontal egress travel from any occupied portion of a building or structure to a public way. Includes any doors that are present at the exit access, along the path of exit, and at the exit discharge.

45. **Multi-Family Dwelling.** A building containing two or more dwelling units.

46. **Must.** Mandatory.

47. **Naturescape.** Landscaping and gardening approaches that use predominately native plants for the purpose of creating improved outdoor habitat for native insects, birds, and mammals and reducing the need for pesticides, chemical fertilizers, and summer watering.

48. **Occupancy.** The purpose for which a building, structure or premises is used or intended to be used.

49. **Occupant.** Any person, including an owner, tenant or operator, using a building or any part of a building for its lawful, intended use or having possession of a space within a building or structure or possession of a premises.

50. **Owner.** The person recorded in the official records of the state, county or city as holding title to premises, and that person's agent; any person who has purchased or otherwise acquired a premises but whose ownership is not yet reflected in the official records of the state, county or city; a trustee, executor, administrator, guardian or mortgagee in possession and having control of the premises; a person who has care and control of a premises in the case of the absence or disability of the person holding title thereto.

51. **Partially Constructed.** An occupied or vacant structure, or portion thereof, that has been left in a state of partial construction for more than six months, or that has not been completed prior to the expiration of any building permit.

52. **Person.** An individual, corporation, a limited liability company, cooperative, association, partnership, or any other entity in law or fact.
53. **Pests.** Animals detrimental to humans or human concerns including, but not limited to, insects, rodents, rats or vermin.
54. **Premises.** A lot or parcel of land, including any buildings or structures thereon.
55. **Rank Vegetation.** Any vegetation existing in a state of uncontrolled growth or without commonly recognized vegetation maintenance or management practices applied.
56. **Receptacle.** With respect to solid waste containment, a trash can, cart, bin, container, drop box or other vessel used for the disposal of solid waste that has been approved by the City Manager and into which solid waste, compostable material, mixed compostables, recyclable material or mixed recycling may be placed for such disposal.
57. **Recreational vehicle (RV).** As defined in TMC 8.08.020, which can be a derelict structure, or junk, as defined, under this chapter.
58. **Recycling.** The process of transforming waste into new or different products in such a manner that the original waste products may lose their identity. Recycling includes collection, transportation and storage of waste that places the waste in the stream of commerce for recycling, resource recovery or utilization.
59. **Remediation.** The elimination or correction of a condition, including, but not limited to, repair, replacement, restoration or removal.
60. **Repair.** The reconstruction or renewal of any part of an existing structure for the purpose of its maintenance.
61. **Residential Property.** Real property and all improvements thereon including edifices, structures, buildings, dwelling units or parts thereof used or intended to be used for residential purposes including single-family, duplex, multi-family structures and mixed-use structures including accessory dwellings which have one or more dwelling units. Hotels and other building types used exclusively for transient occupancy are included in this definition of residential property. Recreational vehicles are also included in this definition of residential property.
62. **Rubbish.** Worthless, discarded material, including, but not limited to, cardboard, plastic, glass, paper, rags, sweepings, wood, rubber, leather, and similar waste materials that ordinarily may accumulate on a premises.
63. **Shall.** Mandatory.
64. **Solid Waste.** This term shall have the same meaning in TMC Section 8.16.030.

65. **Structure.** That which is built or constructed, an edifice or building of any kind, or any piece or work artificially built up or composed of parts joined together in some definite manner. A structure includes a recreational vehicle.

66. **Temporary.** Unless otherwise specified, a period up to 6 months in any 12 month period.

67. **Unfit for Human Habitation.** A building or structure that, as found by the Director, is unfit for human habitation due to unsanitary conditions, infestation, accumulation of filth or contamination, lack of required ventilation, illumination, sanitary or heating facilities, or is not connected to approved water or electricity, such that habitation would be injurious to the health, safety, or welfare of the occupants.

68. **Unoccupied.** Not legally occupied.

69. **Unsecured.** Any structure in which doors, windows, or apertures are open or able to be opened from the outside so as to allow access by unauthorized persons; unlocked or otherwise open to entry.

70. **Ventilation.** The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

71. **Watertight.** As secure as possible against the entry of rain, melt water and storm water.

72. **Waste Tire.** A tire that is no longer suitable for its original intended purpose because of wear, damage, or defect.

73. **Weathertight.** As secure as possible against the entry of wind, rain, melt water, storm water and natural elements.

74. **Workmanlike.** Executed in a skilled manner, consistent with generally accepted standards of construction and maintenance, e.g., generally plumb, level, square, in line, undamaged, without marring adjacent work.

Section 15. Section § 8.24.140 of the Toledo Municipal Code is added to read as follows:

8.24.140 - General Maintenance Requirements.

No person shall maintain or permit to be maintained any structure or premises that does not comply with the requirements of this chapter. All systems, devices and safeguards required by this chapter or by a previous statute or code applicable to the building, structure or premises at the time the building, structure or premises were erected or altered shall be maintained in good working order, thus ensuring the health and safety of all inhabitants.

Section 16. Section § 8.24.150 of the Toledo Municipal Code is added to read as follows:

8.24.150 - Existing Structures.

An existing structure that does not comply with the provisions of this chapter shall be altered or repaired to provide a minimum level of public health, safety and maintenance as required herein.

Section 17. Section § 8.24.160 of the Toledo Municipal Code is added to read as follows:

8.24.160 - Applicable Building Code.

All structures shall be constructed, altered or repaired in accordance with the standards of the applicable building code in effect at the time of construction, alteration or repair.

Section 18. Section § 8.24.170 of the Toledo Municipal Code is added to read as follows:

8.24.170 - Skilled Work Required.

All repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this chapter shall be executed and installed in a workmanlike manner.

Section 19. Section § 8.24.180 of the Toledo Municipal Code is added to read as follows:

8.24.180 - Interior Conditions of Tenant Occupied Residential Structures and Recreational Vehicles.

The provisions of TMC Sections 8.24.190, 8.24.200, 8.24.210, 8.24.220, 8.24.230, 8.24.240, 8.24.250, 8.24.260, shall be exclusively applicable to all structures, including recreational vehicles, occupied for residential use by tenants, at all times, regardless of the terms of their possession, and regardless of whether they are current on their rent or otherwise in violation of a written or unwritten agreement.

Section 20. Section § 8.24.190 of the Toledo Municipal Code is added to read as follows:

8.24.190 - Lighting of Accessible Means of Egress.

- A. Every landlord of any structure, building, or premises who rents, leases or lets a dwelling unit or sleeping unit within any such space, other than in 1-2 family dwellings, shall, at all times:
 - 1. provide illumination at floors, landings and stairs for all common areas and spaces in all residential occupancies, with responsibility to maintain functioning bulbs; and,
 - 2. for all other accessible means of egress within dwelling units, shall provide the means for illumination at floors, landings and stairs, or shall provide at least one operable

fixture capable of illuminating a 60-watt standard incandescent bulb, or equivalent, for each 200 square feet of floor area, not spaced greater than 30 feet apart.

- B. Every landlord who rents, leases or lets one or more dwelling unit or sleeping unit of any 1-2 family structure shall provide the means for minimum illumination of either:
 - 1. at floors, landings and stairs; or,
 - 2. shall provide at least one operable fixture capable of illuminating a 60-watt standard incandescent bulb, or equivalent, for each 200 square feet of floor area, not spaced greater than 30 feet apart, for all accessible means of egress.

Section 21. Section § 8.24.200 of the Toledo Municipal Code is added to read as follows:

8.24.200 - Ventilation.

- A. Every dwelling, including basements, and attics shall be maintained reasonably free from dampness to prevent conditions conducive to decay, mold growth, or deterioration of the structure.
- B. Every landlord of any structure, building or premises who rents, leases or lets a dwelling unit within any such space shall be responsible to maintain an openable window area in every bathroom and toilet room or compartment or approved mechanical ventilation system to provide ventilation.
 - 1. In kitchens, a local exhaust ventilation system shall be maintained to remove the contaminating agent at the source.
 - 2. Clothes dryer exhaust systems shall be independent of all other systems, shall be exhausted outside the structure and shall be installed in accordance with manufacturer's instructions.
 - 3. Mechanical clothes drying appliances and exhaust systems shall be properly installed, connected, and maintained in a safe condition and good working order. Exhaust hoses must be free from leaks and obstructions and kept functioning properly so as to be free from fire, health, and accident hazards.

Section 22. Section § 8.24.210 of the Toledo Municipal Code is added to read as follows:

8.24.210 – Recreational Vehicles.

- A. All recreational vehicles, whether located on public or private property, used for a temporary residential use, as allowed under TMC Chapter 8.08, are hereby regulated, and must comply with all the provisions of this chapter, regardless of whether or not a temporary permit has been issued under TMC Chapter 8.08.040.

B. If a recreational vehicle does not meet the criteria for which a permit may be issued under TMC Section 8.08.060, or does meet the conditions for which the revocation of a permit is permitted under TMC Section 8.08.080, all of the provisions of this chapter may be used to ensure compliance, regardless of whether or not rent, or any other form of compensation is provided by the person occupying the recreational vehicle, or whether or not the occupants of the recreational vehicle are otherwise in violation of a written or unwritten agreement.

Section 23. Section § 8.24.220 of the Toledo Municipal Code is added to read as follows:

8.24.220 - Circuit Protection and Equipment Exposed to Water.

- A. Every landlord of any structure, building or premises who rents, leases or lets a dwelling unit within any such space shall be responsible to provide and maintain each building and dwelling unit in accordance with these standards:
 - 1. Every kitchen and other interior location with a water containment or water supply fixture in its area shall contain at least one grounded type receptacle or a receptacle with a ground fault circuit interrupter.
 - 2. Every bathroom shall contain at least one receptacle. Any new or replacement bathroom receptacle outlet shall have ground fault circuit interrupter protection.
 - 3. All receptacle outlets shall have the appropriate faceplate cover for the location.
- B. Every landlord of any structure, building or premises who rents, leases or lets a dwelling unit within any such space shall replace electrical equipment or portions of electrical systems that have been exposed to water.
- C. For purposes of this subsection, "exposed to water" shall include but is not limited to: submersion due to flooding; inundation due to firefighting activities; drenching by stormwater; intrusion of moisture; or plumbing system failures.
- D. Exception: Electrical equipment or portions of electrical systems that are exposed to water shall be allowed to be repaired where an inspection and testing report from the equipment manufacturer, approved manufacturer's representative, or a state of Oregon Licensed Supervising Electrician indicates that the electrical equipment or electrical system has not sustained damage that requires replacement and may be repaired, safely reenergized, and placed back into service.

Section 24. Section § 8.24.230 of the Toledo Municipal Code is added to read as follows:

8.24.230 - Plumbing System - hot water.

Every landlord of any structure, building or premises who rents, leases or lets a dwelling unit within any such space shall be responsible to provide and maintain each dwelling unit in accordance with these standards:

- A. Plumbing systems shall be installed and maintained in a safe and sanitary condition and shall be free of defects, leaks and obstructions. Plumbing components shall be of materials allowed or approved by the Plumbing Code.
- B. All sinks, lavatory basins, bathtubs and showers within a dwelling unit shall be supplied with both hot and cold running water facilities which are installed in an approved manner, properly maintained, properly connected and have a reasonably objective appropriate water pressure for the intended use.
- C. Water heating facilities shall be supplied for each dwelling unit. Water heating facilities within a dwelling unit shall be capable of heating an adequate amount of water to provide hot water at each hot water outlet.

Section 25. Section § 8.24.240 of the Toledo Municipal Code is added to read as follows:

8.24.240 - Heat in Bathrooms and Habitable Rooms.

Every landlord of any structure, building or premises who rents, leases or lets a dwelling unit within any such space shall be responsible to provide and maintain every dwelling unit with permanent heating facilities in all habitable rooms and all bathrooms as described herein:

- A. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.
- B. No portable, unvented or open flame fuel burning devices may be used to meet the heat requirements of this section.
- C. All heating devices or appliances shall be of an approved type.
- D. Every landlord of any structure, building or premises who rents, leases or lets a dwelling unit within any such space on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to all habitable rooms and all bathrooms.

Section 26. Section § 8.24.250 of the Toledo Municipal Code is added to read as follows:

8.24.250 - Interior Sanitation.

- A. The interior of every structure that is rented, leased or let for residential occupancy shall be maintained in good repair, in a clean and sanitary condition, free from any accumulation of rubbish, garbage or solid wastes. For purposes of this subsection, the term "clean and sanitary" shall mean free from any material or condition that:

1. Provides a breeding place for insects, rodents or vermin; or,
 2. Produces dangerous or offensive gases or odors; or,
 3. Blocks exits, hallways, corridors or accessible means of egress; or,
 4. Provides a surface, exposed or concealed, which is conducive for the growth of mold or mildew.
- B. **Occupant Responsibilities.** Occupants shall keep that part of the dwelling unit which they occupy or control in a clean and sanitary condition.
- C. **Landlord Responsibilities.** Every landlord of any dwelling who rents, leases or lets a dwelling unit within any such space shall:
1. Maintain the common halls, stairways, utility rooms and areas, and similar public areas of the dwelling in a clean and sanitary condition; and,
 2. Pursuant to this subsection A. but notwithstanding the requirement under this subsection B. that the occupants shall keep such spaces in a clean and sanitary condition, provide and maintain all interior surfaces in good repair, including windows and doors, as follows: Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered; cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected; walls, floors, ceilings, cabinets and interior doors shall be free of holes larger than four inches in diameter and cracks wider than one-half inch; and,
 3. Pursuant to this subsection A. but notwithstanding the requirement under this subsection B. that the occupants shall keep such spaces in a clean and sanitary condition, be responsible to ensure that every toilet compartment, bathroom, and kitchen floor surface of every dwelling unit is constructed and maintained to be substantially impervious to water and to permit the floor to be kept in a clean and sanitary condition.

Section 27. Section § 8.24.260 of the Toledo Municipal Code is added to read as follows:

8.24.260 – Window and Door Security.

- A. Every landlord of any structure, building or premises who rents, leases or lets a dwelling unit within any such space shall be responsible to provide and maintain all exterior doors, windows or hatchways for every dwelling unit with devices designed to provide security for the occupants and property within.
- B. **Entrance Doors.** Every entrance door to a dwelling unit shall be provided with a door knob and a dead bolt lock, and keys for same, designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort.

1. Dead bolt locks shall be installed according to the manufacturer's specifications.
 2. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door to discourage unwanted entry.
 3. For the purpose of this subsection, a sliding bolt shall not be considered an acceptable deadbolt lock.
- C. **Operable Windows.** Operable windows located in whole or in part within 10 feet above ground level or a walking surface below that provide access to a dwelling unit shall be equipped with a window sash locking device.
- D. **Basement Hatchways.** Basement hatchways that provide access to a dwelling unit shall be equipped with devices that secure the unit from unauthorized entry.

Section 28. Section § 8.24.270 of the Toledo Municipal Code is added to read as follows:

8.24.270 - Exterior Structure and Premises Conditions.

The provisions of this section shall be applicable to all structures, properties and premises and for all occupancy and use types, including but not limited to structures occupied for residential use by tenants, with the exception that children's play structures shall be exempt from the maintenance standards herein established other than with respect to conditions that constitute imminent or incipient hazards, as those terms are herein defined. The assignment of responsibilities for owner, landlord and tenant occupants shall be as set forth within the following standards.

Weatherproofing and Waterproofing. It is the responsibility of the owner of every property to maintain every building and structure on the property in a manner that complies with the following requirements:

- A. **Roofs and Drainage.** All roofs, flashing, vent stacks and boots, and chimneys shall have no defects which might admit rain or melt water.
1. Roof drainage shall be adequate to prevent rain or melt water from causing dampness in the walls, attic or interior portion of the building and shall channel rain or melt water in an approved manner to an approved point of disposal.
 2. Any building or structure having originally been designed for and fitted with gutters and downspouts shall continuously be maintained with such devices, in sound condition and good repair.
 3. Roof drains, gutters and downspouts of a building or structure shall be free from obstructions and maintained in good repair, so as not to be plugged, overflowing, or in a state of deterioration.

B. **Exterior Walls and Exposed Surfaces.** Every exterior wall and weather-exposed exterior surface or attachment of a building or structure shall be free of holes, breaks, loose or rotting boards, or timbers, and any other conditions which might admit rain or melt water or dampness to the interior portions of the walls or the occupied spaces of the building or structure.

1. All exterior wood surfaces shall be made substantially impervious to the adverse effects of weather by periodic application of an approved protective coating of weather-resistant preservative, and be maintained in good condition.

2. Every landlord of a structure, building or premises who rents, leases or lets a dwelling or dwelling unit for residential occupancy within any such space shall maintain in a weathertight condition all siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights.

3. Every owner of any structure, building or premises that is not for rent, lease or to be let for residential occupancy, shall maintain in a watertight condition all siding and masonry and joints, including those between the building envelope and the perimeter of windows, doors and skylights.

4. Exterior metal surfaces shall be protected from rust and corrosion. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion.

C. **Windows and Doors.** Every window, sash, door and door frame of a building shall be kept in sound condition and in good repair. Every exterior door, skylight, and window shall comply with the following:

1. Every exterior door, door hinge, door knob, door lock, and strike plate shall be maintained in good condition;

2. Every exterior door, when closed, shall fit reasonably well within its frame;

3. Every exterior door frame shall be constructed and maintained in relation to the adjacent wall construction so as to exclude rain or melt water as completely as possible; and, with respect to all dwellings and dwelling units that are for rent, lease or to be let for residential occupancy, to also substantially exclude wind from entering a building;

4. Every window sash shall be maintained in sound condition and good repair; and, with respect to all dwellings and dwelling units that are for rent, lease or to be let for residential occupancy, shall also substantially exclude wind from entering a building when the window components are placed in a closed position within the frame and jamb;

5. Every window frame and casing shall be constructed and maintained in relation to the adjacent wall construction so as to substantially exclude rain or melt water as completely as possible; and, with respect to all dwellings and dwelling units that are for rent, lease or to be let for residential occupancy, shall also substantially exclude wind from entering a building.

D. **Glazing.** Every window sash of a building exterior envelope shall be fully supplied with glass window panes or an approved substitute without open cracks and holes.

1. All glazing materials shall be maintained free from cracks and holes.

2. Glazing with holes, cracks, or that is partially or wholly missing shall be replaced within thirty (30) calendar days of the incident that caused the defect.

E. **Basement Hatchways.** Every basement hatchway shall be maintained to prevent as completely as possible the entrance of rodents, rain or melt water and surface drainage water.

F. **Temporary Measures.** The use of tarps or similar material for emergency repair, or in place of a customary building component such as siding or roofing, shall not exceed a continuous period of more than 30 days, and shall not exceed 90 days total in any 12 month period, except for use during construction in association with a building permit, or as a requirement included in a lawfully served Public Nuisance notice.

Section 29. Section § 8.24.280 of the Toledo Municipal Code is added to read as follows:

8.24.280 - Exterior Sanitation.

All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The exterior property and premises and the adjacent rights of way shall be maintained in a manner that complies with the following requirements:

A. **Responsibilities.** The owner of every property shall maintain the structures, premises and all common areas of the exterior property in compliance with these requirements. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

B. **Holes, Tanks, and Child Traps.** Remove, or fill where filling will abate the nuisance, all holes, cisterns, open cesspools, open or unsanitary septic tanks, excavations, open foundations, refrigerators, freezers, or iceboxes with unlocked attached doors and any other similar substance, material or condition which may endanger neighboring property or the health or safety of the public or the occupants of the property.

C. **Unsecured Structures.** Board over or otherwise secure, and keep boarded over or otherwise secured, all open or broken exterior doors, windows, or apertures of any unsecured structure so as to prevent access by unauthorized persons through such

Commented [MA1]: Consistent with 30 days in TMC 8.04.050 - Buildings and structures.

A. An improperly maintained building or structure is a nuisance. An improperly maintained building is one that is in an obviously dilapidated state, such as a building or structure that has:

1. A substantial amount of missing siding, roofing or other component. A building with a temporary cover such as a tarp or plywood for more than thirty (30) days is considered to have missing siding or roofing or other components.
 2. Has missing windows or doors, or windows, doors or screens that are not properly attached or that do not properly close.
 3. Has substantial visible damage or deterioration of any type, including smoke damage or peeling or flaking paint.
 4. Has any component or attachment that is visibly broken or damaged.
- (Ord. No. 1347, § 3, 11-21-2012)

openings. No requirement imposed under this section shall constitute relief from or an exemption to compliance with the provisions in subsection C. and D. of TMC Section 8.24.270 for weathertight and watertight standards.

- D. **Rat Harborage.** Remove or repair, and keep removed or repaired, any condition that provides a place where rats gain shelter, feed, or breed.
- E. **Emergency Access Routes.** All brush, vines, overgrowth and other entangling or rank vegetation located within 10 feet of a structure or within 10 feet of a property line, which is likely to obstruct or impede the necessary passage of fire or other emergency personnel, shall be removed and kept clear.
- F. **Thickets that Conceal Hazards.** Cut and remove and keep cut and removed all blackberry vines and other thickets when such growth is found to be:
 - 1. Concealing trash and debris; or,
 - 2. Creating rat harborage; or,
 - 3. Creating harborage for people involved in criminal or prohibited activity or for products used for criminal activity.
- G. **Trash and Debris.** Remove, and keep removed, unless specifically authorized by ordinance to do otherwise:
 - 1. All garbage, ~~offal~~, dead animals, animal and human waste, and waste materials;
 - 2. Accumulations of litter, glass, scrap materials (such as wood, metal, paper, and plastics), junk, combustible materials, stagnant water, or trash;
 - 3. All dead bushes, dead trees, and stumps with the exception of such material which:
 - a) Is being maintained as part of a naturescaped property, or chipping area and wood piles for use as firewood; and,
 - b) Does not result in a nuisance as otherwise defined in this chapter; and,
 - c) Is located on a property which is otherwise substantially in compliance with this chapter;
 - 4. All trees which are dead, dying or dangerous and are determined by the Director or a private certified arborist to require removal in order to safeguard people or property;
 - 5. Accumulations of dead organic matter and yard debris, with the exception of small accumulations of such material in a maintained compost area on the property and only

Commented [MA2]: Offal - defined as "the entrails and internal organs of an animal used as food." - or "decomposing animal flesh."

if such material does not result in a nuisance, such as creating rat harborage, as otherwise defined in this chapter; and,

6. Accumulations of clothing and any other items not designed for outdoor storage.

H. **Storage of non-Trash Items.** Remove, and keep removed, unless specifically authorized by ordinance to do otherwise:

1. Accumulations of wood pallets;

2. Any woody debris from Elm trees and all firewood that is not stacked and useable. "Useable" firewood has more wood than rot and is cut to lengths that will fit an approved fireplace or wood stove on the property. Elmwood which is infected with Dutch Elm Disease must be properly disposed of at the direction of the Director;

3. Accumulations of vehicle parts or waste tires except for storage of nonwaste, serviceable parts or tires that are reasonably expected to be used on a vehicle and are stored in a manner to protect their utility and prevent deterioration;

4. All construction materials except those that are stored in a manner to protect their utility and prevent deterioration and are reasonably expected to be used at the site;

5. All appliances or appliance parts except for storage of appliances that are reasonably expected to be used at the site and are stored in a manner to protect their utility and prevent deterioration;

6. All indoor furniture except that which is stored in a manner to protect its utility and prevent deterioration and is reasonably expected to be used at the property;

7. All recycling materials except for reasonable accumulations that are stored in a well-maintained manner;

8. All other non-trash items which:

- a) Are of a type or quantity inconsistent with normal and usual use; or,
- b) Are likely to obstruct or impede the necessary passage of fire or other emergency personnel.

Section 30. Section § 8.24.290 of the Toledo Municipal Code is added to read as follows:

8.24.290 – Solid Waste Removal.

A. **General.** All exterior property and premises, and the interior of every structure, shall be kept free from any accumulation of solid waste as defined in TMC Section 8.16.030.

Commented [MA3]:

Commented [MA4]: Dutch elm disease is a destructive plant pathogen. It is caused by a parasitic fungus which affects elms trees.

1. Approved receptacles for solid waste shall be provided and utilized for the containment and disposal of solid waste;

2. bulk solid waste shall be disposed of within a week of discard, or in accordance with franchise utility services, or approved alternative.

B. **Occupant Responsibilities.** Every occupant of a structure or premises shall dispose of solid waste by placing all such material in an approved solid waste disposal facility or approved receptacles.

C. **Landlord Responsibilities.**

The landlord of any multi-family dwelling shall:

1. Provide, in a location accessible to all dwelling units, adequate solid waste receptacle capacity for the containment of solid waste generated or discarded on the property or premises, whether that containment capacity is provided individually for each dwelling unit or cumulatively for more than individual dwelling units, into which all solid waste from the dwellings unit may be emptied for storage between days of collection. Receptacles must be of sufficient capacity to prevent the overflow of solid waste from occurring; and,

2. Subscribe to and pay for weekly solid waste management services, including recycling and yard waste service, by a person holding a valid franchise from the City of Toledo. Notwithstanding the minimum of solid waste management services herein established, the period and frequency of collection must be sufficient to prevent the overflow of solid waste from occurring.

The landlord of any 1 and 2 family dwelling, except as otherwise provided by written agreement between the landlord and the tenant, shall:

1. Provide, in a location accessible to each dwelling unit, adequate solid waste receptacle capacity for the containment of solid waste generated or discarded on the property or premises, whether that containment capacity is provided individually for each dwelling unit or cumulatively for more than individual dwelling units, into which solid waste from the dwelling unit(s) may be emptied for storage between days of collection. Receptacles must be of sufficient capacity to prevent the overflow of solid from occurring; and,

2. Subscribe to and pay for weekly solid waste management services, including recycling and yard waste service, by a person holding a valid franchise from the City of Toledo. Notwithstanding the minimum of solid waste management services herein established, the period and frequency of collection must be sufficient to prevent the overflow of solid waste from occurring.

Section 31. Section § 8.24.300 of the Toledo Municipal Code is added to read as follows:

8.24.300 - Building and Accessory Structures.

It is the responsibility of the owner of any property, improved or unimproved, to maintain the exterior property, premises, buildings and structures of the property and the adjacent right of way in a manner that complies with the following requirements:

- A. **General Maintenance.** The exterior of a building or structure shall be maintained in good repair and structurally sound so as not to be in a state of deterioration, and in a sanitary condition so as not to pose a threat to the public health, safety or welfare.
- B. **Foundations and Structural Members.** Foundation elements shall adequately support the building and shall be free of rot, crumbling elements, or similar deterioration.
 - 1. All foundation walls shall be maintained free from large open cracks and breaks and shall be kept in such condition so as to prevent the entry of insects, rodents or pests.
 - 2. All supporting structural members in every building and structure shall be maintained structurally sound, showing no evidence of deterioration or decay which would substantially impair their ability to carry imposed loads.
- C. **Exterior Walls and Exposed Surfaces.** Every exterior wall of a building and all weather-exposed exterior surface or attachment of a building shall be free of holes, breaks, loose or rotting boards, or timbers.
- D. **Brick and Veneers.** Every section of exterior brick, stone, masonry or other veneer applied to a building shall be maintained structurally sound and be adequately supported and tied back to its supporting structure.
- E. **Chimneys.** Every masonry, metal, or other chimney shall remain adequately supported and free from obstructions and shall be maintained in a condition which ensures there will be no leakage or backup of noxious gases. Every chimney shall be reasonably plumb. Loose bricks or blocks shall be rebonded. Loose or missing mortar shall be replaced. Unused openings into the interior of a structure shall be permanently sealed using approved materials.
- F. **Roofs.** All building roofs shall be structurally sound.
- G. **Decorative Features.** All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features on a building or structure shall be maintained in good repair with proper anchorage and in a safe condition, so as not to be in a state of deterioration.
- H. **Accessory Structures.** Every accessory structure, including sheds, trellises, awnings, fences, and other similar features, shall be maintained structurally safe and sound, and in good repair. Exterior steps and walkways shall be maintained free of unsafe obstructions or hazardous conditions.

- I. **Retaining walls.** All retaining walls stabilize slopes by retaining the soil behind them, and the city has topography that requires retaining walls to be built and remain in good repair to avoid unsafe or hazardous conditions, consistent with the standards in TMC Chapter 15.20. Retaining walls can be made from a variety of materials such as sheet pile, timbers, stacked rock, poured concrete or gabions. Regardless of construction material or method, every retaining wall must continue to retain the soil and must not be missing materials to accomplish this purpose, or leaning, tipping, or bulging, to create a potential safety hazard, or otherwise impede normal and expected movement on an exterior stairway or sidewalk. Retaining walls that do not meet these standards and the standards in TMC Chapter 15.20 are a nuisance, may be declared dangerous, and must be abated due to being in violation this code.

- J. **Vacant Structures and Land.** All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

- K. **Decks, Stairs and Handrails; Maintenance.** It is the responsibility of the owner of every property to maintain the building and structures on the property in a manner that complies with the following requirements:
 - 1. Every exterior stairway, deck, porch and balcony and attachment to stairways, decks, porches and balconies shall be:
 - a) Maintained so as to be safe to use and capable of supporting the loads to which it is subjected;
 - b) Kept in sound condition and good repair, including replacement as necessary of flooring, treads, risers, and stringers that evidence excessive wear and are broken, warped, rotten, deteriorated or loose;
 - 2. Every handrail and guardrail shall be firmly fastened, maintained in sound condition and good repair, and capable of supporting the loads to which it is subjected;
 - 3. Handrails and guardrails required by building codes at the time of construction shall be maintained or, if removed, shall be replaced.

- L. **Exterior Lighting.** Exterior site lighting required by the Toledo land development code or the building code at the time of development shall be maintained or, if removed, shall be replaced.

Section 32. Section § 8.24.310 of the Toledo Municipal Code is added to read as follows:

8.24.310 - Fire Safety.

In addition to, and unless in conflict with, the Oregon Fire Code (OFC), referenced in TMC Section 8.20.010, the further emphasis of life, fire, and safety is required for all structures,

properties and premises and for all occupancy and use types, including but not limited to structures occupied for residential use by tenants, by this section.

- A. **Means of Egress Door Locks.** All means of egress doors shall be readily openable from the side from which egress is to be made without the use of a key or any special knowledge or effort.
- B. **Unobstructed Path of Travel.**
 - 1. Every accessible means of egress, fire escape or stairway, stair platform, corridor or passageway which may be one of the regular accessible means of egress or means of emergency exit from a residential structure shall be kept free of encumbrances or obstructions of any kind.
 - 2. Any installed storm windows on windows required for emergency escape must be easily openable from the inside without the use of a key or special knowledge or effort.
- C. **Fire-Resistive Assembly; Maintenance.**
 - 1. Where required by the code in effect at the time of construction, the fire resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
 - 2. The surfaces of all other non-rated interior walls, floors and ceilings shall be free of holes larger than four inches in diameter.
- D. **Smoke Detectors.**
 - 1. Every dwelling unit shall be equipped with an approved and properly functioning smoke alarm or smoke detector installed and maintained in accordance with the State Building Code, ORS 479.270, 479.275, and 479.285, and applicable rules of the Department of the State Fire Marshal.
 - 2. No person shall remove or tamper with a properly functioning smoke alarm or smoke detector. This prohibition included removal of working batteries.
 - 3. A violation of this subsection is a separate Class A infraction each day that the violation exists or continues.

Section 33. Section § 8.24.320 of the Toledo Municipal Code is added to read as follows:

8.24.320 - Enforcement.

- A. **Enforcing compliance.** To enforce any of the requirements of this chapter, the Director may gain compliance by:

1. Instituting an action before the Toledo Municipal Court; or,
2. Causing appropriate action to be instituted in any other court of competent jurisdiction; or,
3. If denied access, seeking an administrative search warrant, pursuant to TMC Chapter 1.16, "Right of Entry for Inspections; or
4. Imposing civil penalties; or,
5. Taking other action as the Director in the exercise of the Director's discretion deems appropriate.

B. Initial Contacts.

1. The Director receives complaint or information of possible violation of this chapter.
2. One contact is made with responsible party, when possible, and the property is inspected.
3. If no violation exists or violation conditions are immediately corrected, file is closed.
4. If violation exists and cannot be immediately corrected, the Director may issue to the responsible party a correction notice that identifies code violation, specifies required abatement action, and assigns a deadline for completion of abatement, consistent with the provision of this chapter. Service of the correction notice may be made:
 - a) in person when contact can be promptly made at the premises; or,
 - b) for occupant responsibility circumstances at 1-2 Family dwellings, the correction notice may be posted conspicuously on the dwelling if in person contact is not made; or,
 - c) via US First Class mail.
 - d) Failure for service to be made in the manner provided for within this paragraph shall not render the correction notice void.

C. Notice of Violations. If violation exists and remains uncorrected after issuance of correction notice, the Director may issue a notice of violation to the responsible party.

1. Notice of violation will identify code violation, will specify required abatement action, and will assign a deadline for completion of abatement, consistent with the provision of this chapter.

2. A copy of a notice of violation issued shall be forwarded to the landlord and the occupant if either is not the responsible party identified as recipient of the notice;

a) copy will be mailed to the owner of the property at the address on record with the county assessor's office;

b) copy will be mailed to the occupant(s) of the affected premises by situs address(es); and

c) Additionally, a link to an electronically accessible copy will be emailed to the landlord if that person has provided an email address.

3. Person receiving a notice of violation may request an extension of period of time to correct the violation.

D. Compliance Period for Required Abatement Response.

1. Other than as specifically provided for under paragraph 2 of this subsection, the landlord or occupant responsible for any violation of the standards in the sections specified under TMC Section 8.24.180 shall be ordered to complete required repairs or abatement within 7 days, plus three days if the notice and order are mailed rather than served on the person.

2. When the finding of violation of a standard of this chapter is due to any of the following conditions the landlord or occupant, as applicable, shall be ordered to complete the required repair or abatement within 48 hours:

A) lack of heat, per TMC Section 8.24.240;

b) lack of water, or any properly functioning toilets or sinks, per TMC Section 8.24.230;

c) lack of hot water, per TMC Section 8.24.230;

d) lack of a properly functioning or tampering or removal of a smoke detector, per TMC Section 8.24.310;

e) uncontained solid waste, other than bulk solid wastes, per TMC Section 8.24.290; or

f) is otherwise unfit for human habitation, as defined in TMC Section 8.24.130(66).

E. Failure to Obey Order of Director.

1. It shall be unlawful for any person acting intentionally to refuse to obey an order by the Director acting in the discharge or apparent discharge of official duty administering this chapter.

2. It is no defense to a prosecution for a violation of this section that the Director lacked legal authority to issue the order, provided the Director was acting under color of official authority.

Section 34. Section § 8.24.330 of the Toledo Municipal Code is added to read as follows:

8.24.330 - Derelict Structures.

A. **Derelict Structures Prohibited.** Derelict structures on any premises are hereby declared to be a public nuisance and their presence prohibited.

B. **Prohibited Habitation.**

1. No person shall inhabit a derelict structure, and no owner shall allow any person to inhabit a derelict structure, or a building or structure ordered vacated by the Director.

2. A violation of this subsection is a separate Class A infraction each day that the violation exists or continues.

C. **Order to Vacate Buildings or Structures.**

1. If the Director finds that a building or structure is or exists in a condition in violation of subsection A. of section 8.24.330, the Director may order that a placard be posted on the building or structure ordering the building or structure vacated. The placard shall additionally contain the information required by subsection B of TMC Section 8.24.350.

2. Persons performing active work to abate a violation are exempt from a vacation order while working at a premises subject to a vacation order.

D. **Removal of Placard Prohibited.** The Director shall remove a placard whenever the conditions that resulted in the order to vacate the building or structure have been eliminated.

1. No person shall deface or remove a placard without the approval of the Director.

2. A violation of this subsection is a separate class A infraction each day that the violation exists or continues.

F. **Temporary Safeguards.** Notwithstanding any other provisions of this code, whenever, as determined by the Director, a building or structure poses an imminent hazard or incipient hazard, the Director may:

1. Order necessary work to be performed, including the boarding of openings or installation of security fencing, to render such building or structure temporarily safe and secure, whether or not proceedings to abate the hazard have been instituted; and,
2. Cause such other action to be taken that the Director deems necessary to meet such condition.

G. **Abatement of Derelict Structure by Remediation.** In addition to, and not in lieu of, the abatement remedies provided for in TMC 8.24.330 through 8.24.350 and receivership authority in TMC 8.24.410, the Director may file a notice with the City Recorder to set a public hearing before the City Council to seek an order for remediation of the conditions creating a derelict structure.

1. **Notice.** Upon receipt of such notice, the City Recorder shall:

- a) set the matter for prompt public hearing before the Toledo City Council; and
- b) not less than fifteen days prior to the hearing, cause notice thereof to be served via certified mail to the owner at the owner's address as reflected on the most recent tax rolls of the county assessor, and on the occupant; and,
- c) cause notice to be posted on or near the derelict structure.

2. **Service.** Failure of the owner or occupant to receive such notice shall not render the notice void, and an unsuccessful attempt to deliver the notice shall be deemed sufficient service.

3. **Presentation at Hearing.** At the hearing, the Director shall present whatever information, evidence or testimony the City Council may deem relevant in support of the Director's determination, and the owner(s) and occupant(s) shall be afforded a like opportunity to rebut the determination.

- a) Any information, opinion, testimony, or evidence may be received which the City Council deems material, relevant, and probative of the matters in issue.
- b) The owner and occupants may represent themselves or be represented by counsel provided that such counsel is admitted to the practice of law in the state of Oregon.

4. **Order for Remediation.** If the Director demonstrates, by a preponderance of the evidence, that the building or structure is a derelict structure, the City Council shall order the conditions creating the derelict structure be remediated.

5. **Remediation Factors.** In determining whether the conditions are such that remediation is required, the City Council shall determine whether the building is:

- a) In a condition unfit for human habitation; or,
- b) In a condition that is an incipient hazard, based on the number and extent of the following factors:

- (1) Dilapidation;
- (2) Disrepair;
- (3) Structural defects noted by the Building Official;
- (4) Defects increasing the hazards of fire, accident or other calamity, including combustible or explosive material, rubbish, rags, waste, oils, gasoline or inflammable substance of any kind such as parts standing or attached in such manner as to be likely to fall and cause a fire damage or injury;
- (5) Uncleanliness or infestations of pests;
- (6) Condition of sanitary facilities;
- (7) The presence of a public nuisance; and,
- (8) The history of unlawful activity in or around the building or structure.

Section 35. Section § 8.24.340 of the Toledo Municipal Code is added to read as follows:

8.24.340 - Public Nuisance Prohibited.

- A. **Declared Public Nuisances.** The following are specifically declared to be public nuisances: Any thing, condition, or act which is or may become a detriment or menace to the public health, welfare, and safety, where such thing, condition, or act is or exists contrary to the provisions of this chapter.
- B. **Prohibition.** In addition to the provision of subsection A of TMC Section 8.24.330, no person shall cause, permit, or maintain a public nuisance on public or private property.
- C. **Joint Responsibility.** If more than one person is responsible for a public nuisance, they shall be jointly and severally liable for correcting the violation and for any costs incurred by the city in abating the nuisance.

Section 36. Section § 8.24.350 of the Toledo Municipal Code is added to read as follows:

8.24.350 - Notice to Person Responsible.

- A. **Notice.** Whenever the Director has reasonable grounds to believe that a violation of TMC Section 8.24.330 has occurred, a notice and order shall be served on the owner(s) and occupant(s).
- B. **Form of Notice.** Such notice prescribed in subsection A of this section and subsection C(1) of TMC Section 8.24.330 shall:
1. Be in writing;
 2. Include a description of the premises sufficient for identification;
 3. Include a statement of the reason or reasons why the notice is being issued;
 4. Include a correction order allowing a reasonable time, as specified under subsection D. of TMC Section 8.24.320, for the repairs and improvements required to bring the premises into compliance with the provisions of this chapter;
 5. Include a notice that the city may abate the nuisance pursuant to this chapter and that the person responsible for correcting the public nuisance shall be responsible for the costs of such abatement;
 6. Include instructions for requesting an appeal.
- C. **Method of Service.**
1. Notices issued under this section shall be deemed to be properly served if a copy thereof is:
 - a) Personally delivered to the owner(s) and occupant(s); or,
 - b) Sent by first class mail to the owner(s) and occupant(s) at their last known address; or,
 - c) Posted at the premises and also sent first class mail to the owner(s) and occupant(s) at their last known address, if they cannot be located.
 2. Failure of the owner(s) or occupant(s) to receive such notice or an error in the name or address of the owner(s) or occupant(s) shall not render the notice void and in such case the service shall be deemed sufficient.
- D. **Effective Date of Notice.** All notices served pursuant to this section shall be considered served on the date of personal service or as of the date of mailing, if not personally served.

Section 37. Section § 8.24.360 of the Toledo Municipal Code is added to read as follows:

8.24.360 - Action by Responsible Party.

Within the time specified for achieving compliance, as provided for under subsection D. of TMC Section 8.24.320, the responsible party or person in charge of the property on whom the notice has been served or posted shall remove the nuisance or shall request an appeal hearing in accordance with TMC Section 8.24.430.

Section 38. Section § 8.24.370 of the Toledo Municipal Code is added to read as follows:

8.24.370 - Recording a Violation.

- A. The city may record a notice of violation issued under this section with the County Recorder.
- B. Failure to record a notice of violation shall not affect the validity of the notice as to persons who receive the notice.
- C. When the property is brought into compliance, a satisfaction of notice of violation shall be recorded if a notice of violation had been recorded against the property.

Section 39. Section § 8.24.380 of the Toledo Municipal Code is added to read as follows:

8.24.380 - Abatement Procedures- by the City.

- A. If, within time prescribed under subsection D. of TMC Section 8.24.320, the violation has not been corrected the Director may cause the violation to be corrected.
- B. The Director shall keep an accurate record of the expense incurred while physically correcting the violation and shall therein add an administrative cost of twenty (20) percent for overhead.
- C. Any civil penalties awarded by the City Council or a Court pursuant to this chapter shall accrue interest at the rate of 9% per year until paid, pursuant to TMC Section 1.20.120(D), and may be recorded as a municipal assessment lien and foreclosed as provided in TMC Section 1.20.130.
- D. The Director or a person authorized by the Director may enter upon the subject property to abate the nuisance only upon obtaining consent of the person in possession or in charge of the property; or upon obtaining an administrative search warrant for abatement pursuant to TMC Chapter 1.16 or subsection A of TMC Section 8.24.100.

Section 40. Section § 8.24.390 of the Toledo Municipal Code is added to read as follows:

8.24.390 - Abatement Procedures - Assessment of Costs.

- A. After abatement by the city, the Finance Director, by first class mail, shall forward to the owner(s) and occupant(s) a notice stating:
 - 1. The total cost of correction, including the administrative overhead; and,
 - 2. That the costs and administrative overhead as indicated will be assessed to and become a lien against the property unless paid within thirty days from the date of the notice.
- B. If the costs and administrative overhead are not paid within thirty days of the billing date, the Director shall thereafter file with the Municipal Court Judge an itemized statement of costs and overhead, including an additional administrative fee in an amount of (20) twenty percent of the actual cost of correction to cover the additional expenses involved in collecting the unpaid balance.
- C. Upon filing of such statement of costs and overhead required under subsection B. of this section, the Municipal Court Judge shall set the matter for prompt public hearing before the Municipal Court Judge and cause notice thereof to be served via certified mail to the owner(s) and occupant(s), consistent with the procedures under subsection G(1) of TMC Section 8.24.330.
- D. After the hearing, the Municipal Court Judge shall declare the correctness of such statement and shall declare those as may be accordingly validated to be a lien upon the property.
- E. An error in the contents or service of any notice shall not void the assessment nor will a failure of the owner to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property.

Section 41. Section § 8.24.400 of the Toledo Municipal Code is added to read as follows:

8.24.400 - Abatement Procedures - Summary Abatement.

The Director may summarily abate a situation involving a health, safety, or other nuisance which unmistakably exists and from which there is imminent danger to human life or to property. In that instance, the Director, chief of the fire department, the fire marshal, the Code Enforcement Officer, or the chief of police may proceed summarily to abate the building. The abatement procedure provided by this chapter is not exclusive but is in addition to procedures provided by other laws.

Section 42. Section § 8.24.410 of the Toledo Municipal Code is added to read as follows:

8.24.410 - Receivership Authority.

In addition to, and not in lieu of any other provision in this chapter, when the Director finds residential property in violation of this chapter, and believes that the violation is a threat to the

public's health, welfare and safety, and that the owner has not acted in a timely manner to correct the violation, the Director may apply to a court of competent jurisdiction for the appointment of a receiver to perform an abatement pursuant to the Oregon Housing Receivership Act (ORS 105.420 to 105.455).

Section 43. Section § 8.24.420 of the Toledo Municipal Code is added to read as follows:

8.24.420 - Collections.

Collection of abatement costs, fees and penalties may be, in addition to any other remedy provided for by law, pursued through a contract collection agency or small claims court or entered into the city's lien docket in the manner below as a lien for the entire amount placed against the real property.

- A. Any cost of abatement, fine, assessment or civil penalty imposed pursuant to this chapter, which remains unpaid 30 days after the penalty is imposed (or after the fine, assessment or civil penalty has been affirmed on appeal), shall be filed as a lien against the lot, lots or parcels of land involved in the Municipal Lien Docket.
- B. At the time of filing in the Municipal Lien Docket, notice shall be provided to the responsible person. If the responsible person is not the owner of the property shown in the electronic records of the Lincoln County Assessor on that date, then notice shall also be sent to the owner of the property. Failure to provide notice shall not in any way effect the validity of the lien. The notice shall state that the amounts imposed as penalties shall be payable and due, and that the penalties shall be liens against the lots or parcels of land involved, respectively.
- C. All such liens remaining unpaid after 30 days from the date of recording on the municipal lien docket shall become delinquent and shall bear interest at the rate of nine (9) percent per annum from and after that date. The liens shall be enforced in the manner provided for municipal liens in ORS Chapter 223 and shall have priority over all such other liens and encumbrances of any character.
- D. Pursuant to this chapter, the City Council, as the legislative body of the city, elects to treat costs associated with the enforcement of property maintenance and livability standards, and any related fine, assessment or administrative civil penalties, as a routine obligation of property owners. Therefore, any municipal costs incurred in the abatement of any derelict structure or public nuisance and/or any fine, assessment or administrative civil penalty not paid within 30 days shall be an assessment and lien against the property where the building is located.

Section 44. Section § 8.24.430 of the Toledo Municipal Code is added to read as follows:

8.24.430 - Appeals.

- A. Appeals Generally.** Any person served a notice, order, interpretation or decision under authority of this chapter has the right of appeal from the notice, order, interpretation or decision to the City Council.
- B. Filing of Appeal.**
1. **Appeal Period.** An appeal must be submitted to the Director within seven days, plus three days for mailing, from the date that the notice or order was issued.
 2. **Appeal Fee.** Any appeal submitted under this chapter shall include a \$75.00 filing fee.
- C. Scope of Appeal.** Appeals may be filed regarding technical matters of notices or determinations, administrative orders, and interpretations and decisions made by the Director relative to this chapter.
- D. Form of Appeal.** An appeal must be in writing and include the following:
1. Name of person filing the appeal;
 2. Copy of the subject notice or order;
 3. Copy of the section of this chapter which is being appealed;
 4. A complete explanation of the appeal;
 5. An explanation of what is requested of the City Council.
- E. Appeal Procedure.**
1. The Director shall confirm that the appeal meets the filing criteria as prescribed under paragraphs A-D of TMC Section 8.24.430, and that the person filing the request for an appeal has standing.
 2. If the filing criteria have not been met, or if the filing party does not have standing, the person filing the appeal will be so notified and hearing before the City Council will not be convened. The Director, at his/her discretion, may extend the filing deadline by an additional three (3) days to allow a prospective appellant with standing to resubmit a request for an appeal that has been deemed incomplete. Only one extension may be granted.
 3. If the filing criteria are met, the Director shall, within 30 days of the filing of the appeal, contact the City Recorder to set the schedule for a hearing before the City Council. The hearing shall be held not later than 60 days after the filing of the appeal.
 4. The appeal shall be conducted on the record.

5. Formal rules of evidence are not required.
6. The City Council shall have the authority to hear appeals of orders, decisions or determinations made under authority of this chapter to determine whether the substance of the order, decision or determination was arbitrary and capricious.
7. The City Council shall not be empowered to waive requirements of this chapter.
8. The City shall issue a written finding and conclusion on the appeal within fifteen (15) days of the hearing, and shall provide a copy to the person filing the appeal and to the Director.

Section 45. Section § 8.24.440 of the Toledo Municipal Code is added to read as follows:

8.24.440 - Violation Penalties.

Persons who violate a provision of this chapter or fail to comply with any of the requirements of this chapter or a directive of the Director authorized by this chapter shall be subject to the provisions of TMC Sections 8.24.450 through 8.24.560.

Section 46. Section § 8.24.450 of the Toledo Municipal Code is added to read as follows:

8.24.450 - Separate Violations.

- A. Each day's violation of a provision of this chapter constitutes a separate offense.
- B. The abatement of a nuisance or violation shall not constitute a penalty for violating this chapter but shall be an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate a nuisance or violation.

Section 47. Section § 8.24.460 of the Toledo Municipal Code is added to read as follows:

8.24.460 - Infractions.

- A. **Imposition of Penalty.** Any person who shall violate any of the provisions herein or fail to comply therewith or who shall violate or fail to comply with any order made hereunder, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the City Council or by a court of competent jurisdiction within the time fixed herein shall severally for each and every such violation and noncompliance respectively be guilty of an infraction, as designated under TMC Section 1.20.070, unless otherwise provided for by the provisions of this chapter.
 1. All such persons shall be required to correct or remedy such violations or defects within a reasonable time, consistent with subsection D. of TMC Section 8.24.320, and, when not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense.

2. Upon conviction of an infraction offense, any person shall be liable for the fines provided for under TMC Sections 8.24.440, 1.20.070 and 1.20.120.

Section 48. Section § 8.24.470 of the Toledo Municipal Code is added to read as follows:

8.24.470 - Classification of Offenses.

- A. Violation of the provisions of this chapter, with forfeiture amounts specified in TMC Section 1.20.070, shall be designated as follows:
1. Violation of TMC Section 8.24.280, Solid Waste Removal, is a Class A Infraction.
 2. Violation of Subsection B of TMC Section 8.24.330, Public Nuisance Prohibited, is a Class A Infraction.
 3. Violation of TMC Section 8.24.310, Fire Safety provisions; Subsection E of TMC Section 8.24.320, Failure to Obey; or subsection B of TMC Section 8.24.330, Prohibited Habitation, is a Class A Infraction.
 4. Violations of any of the subsections in TMC Section 8.24.180, 8.24.190, 8.24.200, 8.24.210, 8.24.220, 8.24.230, 8.24.240, 8.24.250, 8.24.260, applicable to all structures occupied for residential use by tenants, is a Class A Infraction.
 5. Violation of every provision of this chapter not otherwise designated herein is deemed a Class C infraction, except:
 - a) the 2nd offense for violation of same section of this chapter within a twenty-four (24) month period shall be a Class B infraction; and
 - b) the 3rd and subsequent offenses for violation of the same section of this chapter within a twenty-four (24) month period shall be a Class A infraction.

Section 49. Section § 8.24.480 of the Toledo Municipal Code is added to read as follows:

8.24.480 - Civil Penalties.

- A. In addition to and not in lieu of any other means of enforcement or any other penalty provided by law, any person who shall violate a provision of this chapter or who shall fail to comply with any of the requirements thereof or an order of the Director may incur a civil penalty in an amount as specified in TMC Section 1.20.070, plus an administrative fee and any cost of service or recording.
- B. All such persons incurring a civil penalty shall be required to correct or remedy such violations or defects within a reasonable time, consistent with subsection D. of TMC

Section 8.24.320, and, when not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense.

Section 50. Section § 8.24.490 of the Toledo Municipal Code is added to read as follows:

8.24.490 - Purpose.

The purpose of a civil penalty is to provide an efficient, convenient, and practical system to enforce a violation of this chapter.

Section 51. Section § 8.24.500 of the Toledo Municipal Code is added to read as follows:

8.24.500 - Civil Penalty against Agents.

Any person who acts as the agent of, or otherwise assists, a person who engages in an activity which would be subject to a civil penalty shall likewise be subject to a civil penalty.

Section 52. Section § 8.24.510 of the Toledo Municipal Code is added to read as follows:

8.24.510 – Procedure for Issuing Civil Penalty.

A civil penalty shall be imposed under this section by issuance of a notice of civil money penalty. A civil penalty may be imposed for each day the violation continues or remains. The notice of civil money penalty shall be issued and served in accordance with the procedures specified within this subsection.

Section 53. Section § 8.24.520 of the Toledo Municipal Code is added to read as follows:

8.24.520 - Notice of Civil Money Penalty.

- A. If a civil penalty is imposed, the Director shall issue a notice of civil money penalty to the person responsible for the code violation.
- B. **Notice.** The notice of civil money penalty shall include:
 - 1. reference to the applicable code provision(s);
 - 2. a statement of the basis of the finding of a violation;
 - 3. a statement of the amount of the civil money penalty;
 - 4. a statement of the party's right to protest the civil penalty to the City Council; and,
 - 5. a statement that a delinquent civil money penalty may become a lien against the property.

C. **Service.** The notice of civil money penalty shall be served on the person responsible for the code violation by:

1. Personal service; or,
2. posted in a conspicuous place in, on or about the structure or premises affected by such notice; or,
3. sent by US first class mail or US certified mail, return receipt requested, to the person's last known address;
 - a) failure of the recipient to sign for the certified mail shall not make the notice void;
 - b) notice served by mail shall be deemed received three days after the date mailed to an address within Oregon or seven days to an address outside of Oregon;
 - c) notice served by mail shall be concurrently posted in a conspicuous place in, on or about the structure or premises affected by such notice.

Section 54. Section § 8.24.530 of the Toledo Municipal Code is added to read as follows:

8.24.530 -Courtesy Notice to Owner.

If the subject violation relates to real property and the person responsible for the violation is not the owner of the property, an informational copy of the notice of civil money penalty shall be sent to the owner of the property by first class mail, at the owner's address as reflected on the most recent tax rolls of the county assessor, at the same time as service on the person responsible.

Section 55. Section § 8.24.540 of the Toledo Municipal Code is added to read as follows:

8.24.540 - Protest of Civil Penalty.

- A. A person issued a notice of civil money penalty may protest the existence of a violation or the circumstances involved in the presence of a violation that resulted in imposition of a civil penalty to the City Council.
- B. An appeal request must be submitted to the Director within seven days, plus three days for mailing, from the date of service of the notice of civil money penalty.
 1. After a hearing in which the City Council determines that a violation did or does exist, the City Council may uphold or reduce the original penalty imposed after considering reasonable mitigating factors as determined by the City Council.

2. The City Council may not reduce the civil money penalty by any amount if a violation has not been corrected by the responsible party and inspected by the city.

3. The civil money penalty imposed by the City Council shall not be less than the minimum amount specified under TMC Section 8.24.560.

Section 56. Section § 8.24.550 of the Toledo Municipal Code is added to read as follows:

8.24.550 - Collection of Civil Penalty.

A. The civil penalty shall become final upon expiration of the time for filing a protest or, if a protest is filed and the City Council affirms the civil penalty, the civil penalty shall become final upon issuance of the City Council's decision.

B. The civil penalty shall be delinquent if not paid within 30 days from the date the civil penalty becomes final.

1. A late payment charge shall begin to accrue from the date of delinquency.

2. If the civil penalty is imposed on the owner of the property where the violation occurred, and is delinquent, the notice of civil money penalty and a late payment charge shall be entered in the docket of city liens in the manner provided under TMC Section 8.24.420.

a) Failure to pay may result in foreclosure in any manner provided by ORS 223.505 to 223.650, or TMC Section 1.20.130, or as otherwise provided by law or code.

b) An error in the name of the owner shall not void the lien, nor shall a failure of the owner to receive the notice render the lien void, but it shall remain a valid lien against the property.

3. Any civil penalties that become final pursuant to this chapter shall accrue interest at the rate of 9% per year until paid and may be recorded as a municipal assessment lien and foreclosed as provided in this section.

Section 57. Section § 8.24.560 of the Toledo Municipal Code is added to read as follows:

8.24.560 - Amount of Civil Penalty.

The Director is authorized to impose civil penalties in the amounts as follows, and the City Council may allow reductions consistent with subsection B(1) of TMC Section 8.24.540 and operational guidelines in the amounts as follows:


A. Violation of a provision of this chapter may be subject to a civil penalty in an amount no less than \$50.00 and not exceeding \$1,000.00 per offense, or in the case of a continuing

offense, not more than \$1,000.00 for each day of the offense, based on the classification of each offense, and the maximum forfeitures specified in TMC Section 1.20.070.

B. **Considerations.** In imposing a penalty authorized by this section, the Director shall consider:

1. The person's past history in taking all feasible steps or procedures necessary or appropriate to correct the violation;
2. Any prior violations of statutes, rules, orders, and permits;
3. The gravity and magnitude of the violation;
4. Whether the violation was repeated or continuous;
5. Whether the cause of the violation was an unavoidable accident, negligence, or an intentional act;
6. The violator's cooperativeness and efforts to correct the violation; and,
7. Any relevant rule of this or other city code.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	November 1, 2023	Notice of Intent to award; Public Safety Building – Phase 1 bids
Council Goal:	Agenda Type:	
Make progress toward financing and completing the Toledo Public Safety Building	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager Doug Wiggins	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to approve sending a notice of intent to award to the lowest responsible bid from Richards Remodeling.

Background:

The City placed out to bid phase 1 of the remodel to the Public Safety Building. This includes replacement of the windows, doors, siding, and the roof along with a couple of the seismic upgrades needed. There were two bids placed for the project and both are attached for reference. The lowest bid is from Richards Remodeling of Eugene.

By approving an intent to award you would be allowing the City Manager and the engineer to begin negotiations on the price to where some costs may be cut and get to a more amiable number. Should we not reach that number both parties will still be able to walk away. Should we reach a number then we will be able to continue by issuing the notice of award and get the project started.

Fiscal Impact:	Fiscal Year:	GL Number:
Not to exceed \$1,288,349	2023-2024	080-850-620560

Attachment:

1. Copy of Richards Remodeling Bid
2. Copy of Richards Remodeling Bid Bond
3. Copy of Richards Remodeling 1st Tier Sub Contractor
4. Copy of bid Kaminski Construction
5. Bid Opening Document

BID

To the Honorable Mayor and City Council
City of Toledo, Oregon 97391

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned Bidder declares that the Contract Documents for the construction of the proposed improvement have been carefully examined; that the site has been personally inspected; that the Bidder is satisfied as to the quantities of materials, items of equipment and conditions or work involved including the fact that the description of the quantities of work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents, including the Project Plans; Specifications Manual, Divisions 01-09, Toledo Public Safety Facility, prepared by Scott Edwards Architecture; and Structural Calculations, prepared by Engineer Douglas E. Paola; and that the bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this bid.

The minimum bid submittal requirement for this project shall include this Bid form and schedule(s) of prices, bid bond as required, first-tier subcontractor form and all other required attachments. All Contract Documents are included in this Bid by reference, whether attached or not.

The Bidder further declares that the only persons or parties interested in this bid are those named herein: that this bid is in all respects fair and without fraud: that it is made without collusion with any official of the City of Toledo, and that the bid is made without any connection or collusion with any person making another bid on this Contract.

The Bidder further declares that the provisions required by the Oregon Revised Statutes ORS 279C.800 relating to Prevailing Wage Rates shall be included in and made a part of the Contract. The Bidder further declares that all applicable sections relating to Public Contracts as set forth in ORS 279A to 279C have been complied with in making this bid, and, as required, shall be made a part of the Contract Documents as completely as if the same were fully set forth herein.

The Bidder further declares that they are registered, or shall become registered if awarded a contract, with the Construction Contractor's Board, and possess such additional licenses and certifications as required by law for the performance of the Work proposed herein as required by OAR 812.

The Bidder further agrees that its own judgment has been exercised regarding the interpretation of subsurface information and all data, which it believes pertinent from the Plans, Owner, and other sources in arriving at these conclusions, have been utilized.

CONTRACT EXECUTION, BONDS AND CERTIFICATES OF INSURANCE

The Bidder agrees that if this bid is accepted, a Contract with the City of Toledo, Oregon, will be executed within ten (10) days after the date of the Notice of Award, in the form of Contract annexed hereto, and will at that time, deliver to the City of Toledo the Performance and Payment Bond, the certificates of insurance as specified in these documents, and will, to the extent of this bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all of the materials necessary to complete the work in the manner, in the time, and according to the methods as specified or shown in the Contract Documents.

It is the intent of the City of Toledo to award the Contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds available. The City of Toledo shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the City of Toledo's judgment, is in the City of Toledo's own best interest. In submitting this Bid, it is understood that the City of Toledo reserves the right to accept or reject in part or in whole, any and all bids received, to adjust the scope of the work within reasonable limits, to postpone award for a reasonable time, or award to the selected firm or contractor any subsequent engineering design and construction services contract, part or in whole, for recommended capital projects as allowed by law. This RFP does not commit the City of Toledo to pay any costs incurred to prepare a bid.

BIDDING, CONSTRUCTION, AND COMPLETION DATES

Mandatory pre-bid meeting will be held at City Hall, 206 N. Main, Toledo, Oregon, then proceed to the Toledo Public Safety Building at 222 NE HWY 20, Toledo

2:00pm on Wednesday, October 18, 2023

Deadline for submitting written questions for inclusion in addenda:

2:00pm on Wednesday, October 11, 2023

(Time & Date)

Sealed bids will be received at the Toledo City Hall, 206 N. Main Street, PO Box 220, Toledo, OR 97391 until

2:00pm on Monday, October 23, 2023

(Time & Date)

with 1st Tier Subcontractor Disclosure Forms until

4:00pm on Monday, October 23, 2023

(Time & Date)

The Bidder agrees to begin work within 30 calendar days after the date of the Notice to Proceed issued on or near;

November 1, 2023

(Date)

and, to complete the construction, in all respects by;

June 1, 2023

(Date)

Completion schedule – if not defined to certain date above – shall be set per #s of days as follows:

(Days)

Calendar days that inclement weather or adverse site conditions preclude normal construction activities shall be considered exempt.

RETAINAGE

To ensure the proper performance of the Contract, the City shall retain five (5%) of the amount of each progress payment until final completion and acceptance of all work covered by this contract.

LIQUIDATED DAMAGES

Time is of the essence in this Project. In the event the Bidder is awarded the Contract and shall fail to complete the work within the time stated above or extended time agreed upon, as more particularly set forth in the Contract Documents, liquidated damages, if required as specified in the Special Provisions I portion of this contract documents, shall be paid to the City of Toledo, Oregon.

BID BOND

Accompanying this bid is a certified check, cashier’s check or Bidder’s Bond in the sum of

10%

Dollars & Cents (\$

), (10% of total contract price)

according to the General Requirements of the Contract Documents which is to be forfeited as liquidated damages, if, in the event that this bid is accepted, and the Bidder shall fail to execute the Contract and furnish satisfactory Performance and Payment Bond under the conditions and within the time specified in the Contract Documents; otherwise said check or bond is to be returned to the Bidder.

SURETY

If the Bidder is awarded a construction Contract on this bid, the Surety which will provide the Performance and Payment Bond will be:

Old Republic Surety

(Name)

18500 W Corporate Drive

(Address)

Brookfield, WI 53045

(City, State)

LUMP SUM OR UNIT PRICE WORK, MANNER of PAYMENT

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents, and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In the case of a discrepancy, the amount

Toledo Public Safety Building Roofing
and Siding Replacement Project

Contract Documents

Page 6 of 34

shown in words shall govern.

BID – SCHEDULE OF PRICES

(Total Price) BASE BID - FOR TOTAL PROJECT – To include stainless steel stairway:	\$1,288,349
(Alternate Total Price) DEDUCTIVE BID ALTERNATE – To replace stainless steel stairway with painted galvanized stairway:	(\$18,350)
(Plus Price for Unknown) Unit or Cost Per Square Foot for demolition and replacement of an unknown amount of <i>Wall Sheeting</i> due to previous water damage:	\$109 per unit
(Plus Price for Unknown) Unit or Cost Per Square Foot for demolition and replacement of an unknown amount of <i>Roof Sheeting</i> due to previous water damage:	\$124 per unit

BIDDER

The name of the Bidder submitting this bid is:

<u>Richards Remodeling</u>	<i>(Name)</i>
<u>72A Centennial Loop, ste 140</u>	<i>(Address)</i>
<u>Eugene, OR 97401</u>	<i>(City, State, Zip)</i>
<u>541-345-3836</u>	<i>(Telephone)</i>
<u>chris@richardsremodeling.com</u>	<i>(Email)</i>
<u>93-1254542</u>	<i>(Federal Tax ID No)</i>
<u>30422</u>	<i>(Construction Contractor Board No)</i>
<u>SAIF</u>	<i>(Workers' Comp Ins. Co.)</i>
<u>100051274</u>	<i>(Workers' Comp Policy/Binder No)</i>

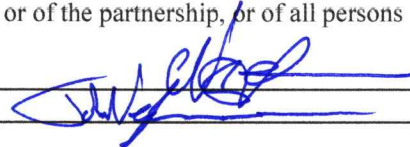
The above Bidder's name and address is the address to which all communications concerned with this bid and with the Contract shall be sent.

In accordance with ORS 279C.365, Bidder hereby declares that it (circle correct designation) is is not a resident Bidder. If the bidder is non-resident, indicate _____ % preference of your state resident bidders.

In accordance with ORS 279C.800 to 279C.870, Bidder hereby declares that it complies with provisions for labor, materials, Industrial Accident Fund, liens, withholding taxes, and employee drug testing.

The names of the principal officers of the corporation submitting this bid, or of the partnership, or of all persons interested in this bid as principals, are as follows:

Chris Vejnaska
John Vejnaska



If Sole Proprietor of Partnership: IN WITNESS hereto the undersigned has set his/her hand this _____ day of _____, 20_____.

(Signature of Bidder)

(Title)

If Corporation: IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this **23rd** day of **October**, 20**23**.

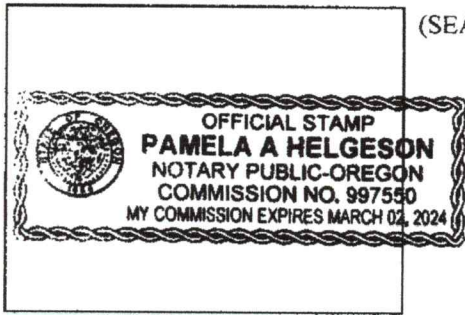
Richards Remodeling *(Name of Corporation)*

(By)

Member *(Title)*

Pamela A Helgeson *(Attest)*
Secretary (Mandatory Signature)

(SEAL



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MICHAEL PASTERICK, OF EUGENE, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12TH day of JULY, 2023.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 12TH day of JULY, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

77-0006

Signed and sealed at the City of Brookfield, WI this 18th day of October, 2023.



Karen J. Haffner

Assistant Secretary

MICHAEL PASTERICK INS AGENCY

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: Toledo Public Safety Building Roofing and Siding Replacement Project

Bid Closing Date & Time: Monday, October 23, 2023, 2:00 PM.

Bid Open Time: Monday, October 23, 2023, 2:15 PM.

Disclosure Due Date & Time: Monday, October 23, 2023, 4:00 PM.

Bid total greater than \$100,000? yes (Yes / No, if No, subcontractor information is not required).

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate “NONE” on this form.

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000, see ORS 279C.370. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000 whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid, the Bidder must disclose the following information about that subcontractor either in its Bid submission, or within two hours after Bid Closing:

- The name of each subcontractor, and
- The category of work to be performed, and
- The dollar value of the subcontract.

Compliance with the disclosure and submittal requirements outlined herein and in ORS 279C.370 and its amendments is a matter of Responsiveness. Bids that are submitted by the Bid Closing Time, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.

Subcontractor’s Name	Category of Work	Dollar Value of Subcontract
Mckenzie Roofing	Roof + Sheet Metals	197,455
Kiwi Fab	Metals/Structural	134,780

Use additional sheets of this page if necessary.

Chris Vejnaska, 541-952-1374

Submitted by: Richards Remodeling (Bidder & Contact Name), _____ (Phone #).

REQUEST FOR PROPOSALS

FOR CONSTRUCTION OF

CITY OF TOLEDO Toledo Public Safety Building Roofing and Siding Replacement Project



Toledo City Hall
206 N. Main Street
PO Box 220

Phone:
541.336.2247

September 28, 2023

TABLE OF CONTENTS

TABLE OF CONTENTS..... 2

ADVERTISEMENT FOR BIDS..... 3

INSTRUCTIONS TO BIDDERS..... 4

BID..... 5

CONTRACT 9

BID BOND 12

PAYMENT BOND 13

PERFORMANCE BOND..... 16

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM 19

BID FORM 19

PREVAILING WAGE for PUBLIC WORKS CONTRACTS 20

PAYMENT OF MEDICAL CARE AND PROVIDING WORKERS’ COMPENSATION..... 20

PUBLIC WORKS BOND..... 21

RECIPROCAL PREFERENCE LAW..... 21

PROJECT DRAWINGS (SEPARATE ATTACHMENTS)..... 22

SPECIAL PROVISIONS I – STANDARD TERMS..... 23

SPECIAL PROVISIONS II – OREGON PUBLIC CONTRACTING PROVISIONS.....31

ADVERTISEMENT FOR BIDS

REQUEST FOR PROPOSALS

CITY OF TOLEDO

Public Safety Building Roofing and Siding Replacement

Sealed bids for furnishing all materials, equipment, labor, and services for the construction of the

Toledo Public Safety Building Roofing and Siding Replacement Project for the City of Toledo (City), Oregon will be received personally at 206 N. Main Street, Toledo, OR 97391, or via mail by Doug Wiggins, City Manager, at doug.wiggins@cityoftoledo.org, or via mail at: City of Toledo, PO Box 220, Toledo, Oregon 97391 until **2:00 PM local time on Monday, October 23, 2023**. Bids received after this time will not be considered. All bids received prior to the due date and time will be publicly opened and read on the due date and time at City Hall, 206 N. Main Street, Toledo, OR 97391. A **Mandatory** pre-bid conference will be held at the Toledo City Hall, 206 N. Main Street, Toledo, OR 97391, at **2:00 pm on Wednesday, October 18, 2023**, then proceed to the project site, the City of Toledo Public Safety Building, 222 NE HWY 20, Toledo.

The Project: The building at 222 NE HWY 20, Toledo, is currently unoccupied and is slated to be the future home of the Toledo Police Department and 911 Dispatch Center. This project includes but is not limited to the tear off and removal of existing roof and siding, disposal, roof replacement materials, the replacement of exterior siding, WRB, roofing, doors, windows, exterior exit stair and repair of water damaged roof and wall sheathing. Exterior Seismic upgrades are also included, including additional and incidental work as called for by the Project Plans; Specifications Manual, Divisions 01-09, Toledo Public Safety Facility, prepared by Scott Edwards Architecture; and Structural Calculations, prepared by Engineer Douglas E. Paola.

BUILDING AREA:

MAIN FLOOR: 4,072 SF

SECOND FLOOR: 1,820 SF

SUBTOTAL: 5,892 SF

BASEMENT: 3,684 SF

TOTAL: 9,576 SF

Solicitation documents may be obtained from the City's Planning Department or online free of charge at <https://www.cityoftoledo.org/rfps>. Solicitation documents are also available for review at the City of Toledo City Hall, 206 N. Main Street, Toledo, OR 97391 (Telephone: 503-336-2247), between the hours of 8:00 a.m. and 4:00 p.m., Monday through Thursday, except legal holidays. Addenda, clarifications, and notices will be distributed through the City's email system. Potential bidders are responsible for ensuring contact information is registered correctly and that email updates are being received and not being sent to spam folders. It is in the best interest of potential bidders to check the City's website periodically to ensure all updates are received. The City is not responsible for failure of bidders to receive notifications of changes or corrections made by the City and posted as stated above.

No bid will be received or considered unless the bid contains a statement by the bidder, as part of their bid, that the provisions of ORS 279C.840 or 40 U.S.C. 276a shall be complied with, a statement as to resident bidder status, and whether the bidder is licensed under ORS 468A.720. Prior to submission of its bid, the bidder shall be registered with the Oregon Construction Contractor's Board, and thereafter comply with the requirements of ORS 701.005 to 701.180. Each proposal must be submitted on forms prescribed by the City and accompanied by a certified check, cashier's check, or bid bond in an amount equal to 10 percent (10%) of the total amount bid. The successful bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in the amount of one hundred percent (100%) of the amount of contract. Evidence of workers' compensation insurance will be required before the work shall commence.

The City will investigate and determine the qualifications of the apparent low bidder prior to awarding the contract. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids if it is in the public interest to do so.

PUBLISH: Daily Journal of Commerce
September ____, 2023 Acting Public Works Director

INSTRUCTIONS TO BIDDERS

A mandatory pre-bid meeting will be held at **2:00 PM** local time on **Wednesday, October 18, 2023**.

Sealed bids for the Toledo Public Safety Building Roofing and Siding Replacement Project will be received on behalf of the City of Toledo by City Manager/Acting Public Works Director Doug Wiggins at Toledo City Hall until bid closing time of 2:00 PM local time on Monday, October 23, 2023. Bids will be opened and publicly read in City Hall Chambers immediately following bid closing time.

The outside of the Bid envelopes shall be clearly marked **Toledo Public Safety Building Roofing and Siding Replacement Project** and show (1) the Bidder's name, (2) the Bid Opening time and date and (3) the Bidder's CCB license number, and shall be delivered to the City of Toledo by or before the above listed bid closing time.

The City will require that for projects greater than \$100,000, the "First-Tier Subcontractor Disclosure Form" as contained in the bidding documents, be submitted with the bid documents in a separate sealed envelope by the Bid Closing, not later than **4:00 PM local time Monday, October 23, 2023**. The envelope shall be clearly marked "**Disclosure Form for Toledo Public Safety Building Roofing and Siding Replacement Project**", and shall include (1) Bidder's name, and (2) the submittal time and date deadline. Bidders who fail to submit the required disclosure will be considered non-responsive.

Submittals by Facsimile or Electronic Data Interchange (EDI) will not be accepted.

Contract specifications, and plan sets – in PDF file format –, may be obtained from the Bids and RFPs menu off the Resources tab on the City of Toledo website at <https://www.cityoftoledo.org/>. Questions about the project elements may be directed to Doug Wiggins, Acting Toledo Home Public Works Director, Toledo City Hall, who may be contacted by phone at 541-635-2003, or email doug.wiggins@cityoftoledo.org. **Questions must be submitted in writing prior to 4:00 PM local time on Wednesday, October 11, 2023 to allow for timely issuance of any addenda.**

No bid shall be received or considered unless the bidder is registered with the Construction Contractors Board for construction projects or licensed with the Landscape Contractors Board for landscaping projects.

The City will not receive or consider a bid unless the bid contains a statement by the Bidder that the Bidder will comply with ORS 279C.838 or 279C.840 or 40 U.S.C. 3141 et seq.

Bidders Checklist: All prospective bidders must include the following:

Each bid must contain a statement as to whether the Bidder is a resident Bidder, as defined in ORS 279C.365. In determining the lowest responsible bidder, the City of Toledo will, for the purpose of awarding the Contract, add a percentage increase on the bid of a nonresident bidder equal to the percentage, if any, of the preference given to that bidder in the state in which the bidder resides.

- All bids shall contain a statement declaring that the Bidder agrees to comply with the provisions of ORS 279C. 800 to 279C.870 regarding payment of prevailing wages and the Bureau of Labor and industries fee.
- The project bid document set, with names and corporate information of the bidder, schedule of prices completely filled out, additional addendum items if any; however, project drawings do not need to be included.
- The First-Tier Subcontractor Disclosure Form as noted above.
- Each bid must contain Surety and Bond information.
- A 10% bid bond, certified check, or cashier's check shall accompany each bid on all projects and shall be forfeited if the bidder fails to enter into a Contract with the City of Toledo within ten (10) days after the date of the Notice of Award.

The City may reject any bid not in compliance with all prescribed public procedures and requirements, and may reject for good cause any and all submittals upon a finding of the City that it is in the best interest to do so, as determined solely by the City.

BID

To the Honorable Mayor and City Council
City of Toledo, Oregon 97391

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned Bidder declares that the Contract Documents for the construction of the proposed improvement have been carefully examined; that the site has been personally inspected; that the Bidder is satisfied as to the quantities of materials, items of equipment and conditions or work involved including the fact that the description of the quantities of work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents, including the Project Plans; Specifications Manual, Divisions 01-09, Toledo Public Safety Facility, prepared by Scott Edwards Architecture; and Structural Calculations, prepared by Engineer Douglas E. Paola; and that the bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this bid.

The minimum bid submittal requirement for this project shall include this Bid form and schedule(s) of prices, bid bond as required, first-tier subcontractor form and all other required attachments. All Contract Documents are included in this Bid by reference, whether attached or not.

The Bidder further declares that the only persons or parties interested in this bid are those named herein: that this bid is in all respects fair and without fraud: that it is made without collusion with any official of the City of Toledo, and that the bid is made without any connection or collusion with any person making another bid on this Contract.

The Bidder further declares that the provisions required by the Oregon Revised Statutes ORS 279C.800 relating to Prevailing Wage Rates shall be included in and made a part of the Contract. The Bidder further declares that all applicable sections relating to Public Contracts as set forth in ORS 279A to 279C have been complied with in making this bid, and, as required, shall be made a part of the Contract Documents as completely as if the same were fully set forth herein.

The Bidder further declares that they are registered, or shall become registered if awarded a contract, with the Construction Contractor's Board, and possess such additional licenses and certifications as required by law for the performance of the Work proposed herein as required by OAR 812.

The Bidder further agrees that its own judgment has been exercised regarding the interpretation of subsurface information and all data, which it believes pertinent from the Plans, Owner, and other sources in arriving at these conclusions, have been utilized.

CONTRACT EXECUTION, BONDS AND CERTIFICATES OF INSURANCE

The Bidder agrees that if this bid is accepted, a Contract with the City of Toledo, Oregon, will be executed within ten (10) days after the date of the Notice of Award, in the form of Contract annexed hereto, and will at that time, deliver to the City of Toledo the Performance and Payment Bond, the certificates of insurance as specified in these documents, and will, to the extent of this bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all of the materials necessary to complete the work in the manner, in the time, and according to the methods as specified or shown in the Contract Documents.

It is the intent of the City of Toledo to award the Contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds available. The City of Toledo shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the City of Toledo's judgment, is in the City of Toledo's own best interest. In submitting this Bid, it is understood that the City of Toledo reserves the right to accept or reject in part or in whole, any and all bids received, to adjust the scope of the work within reasonable limits, to postpone award for a reasonable time, or award to the selected firm or contractor any subsequent engineering design and construction services contract, part or in whole, for recommended capital projects as allowed by law. This RFP does not commit the City of Toledo to pay any costs incurred to prepare a bid.

BIDDING, CONSTRUCTION, AND COMPLETION DATES

Mandatory pre-bid meeting will be held at City Hall, 206 N. Main, Toledo, Oregon, then proceed to the Toledo Public Safety Building at 222 NE HWY 20, Toledo

2:00pm on Wednesday, October 18, 2023

Deadline for submitting written questions for inclusion in addenda:

2:00pm on Wednesday, October 11, 2023 *(Time & Date)*

Sealed bids will be received at the Toledo City Hall, 206 N. Main Street, PO Box 220, Toledo, OR 97391 until

2:00pm on Monday, October 23, 2023 *(Time & Date)*

with 1st Tier Subcontractor Disclosure Forms until

4:00pm on Monday, October 23, 2023 *(Time & Date)*

The Bidder agrees to begin work within 30 calendar days after the date of the Notice to Proceed issued on or near;

November 1, 2023 *(Date)*

and, to complete the construction, in all respects by;

June 1, 2023 *(Date)*

Completion schedule – if not defined to certain date above – shall be set per #s of days as follows:

(Days)

Calendar days that inclement weather or adverse site conditions preclude normal construction activities shall be considered exempt.

RETAINAGE

To ensure the proper performance of the Contract, the City shall retain five (5%) of the amount of each progress payment until final completion and acceptance of all work covered by this contract.

LIQUIDATED DAMAGES

Time is of the essence in this Project. In the event the Bidder is awarded the Contract and shall fail to complete the work within the time stated above or extended time agreed upon, as more particularly set forth in the Contract Documents, liquidated damages, if required as specified in the Special Provisions I portion of this contract documents, shall be paid to the City of Toledo, Oregon.

BID BOND

Accompanying this bid is a certified check, cashier’s check or Bidder’s Bond in the sum of

One Hundred thirty-seven, two hundredtwenty-four & 50/100 Dollars & Cents (\$ 137,224.50), *(10% of total contract price)* according to the General Requirements of the Contract Documents which is to be forfeited as liquidated damages, if, in the event that this bid is accepted, and the Bidder shall fail to execute the Contract and furnish satisfactory Performance and Payment Bond under the conditions and within the time specified in the Contract Documents; otherwise said check or bond is to be returned to the Bidder.

SURETY

If the Bidder is awarded a construction Contract on this bid, the Surety which will provide the Performance and Payment Bond will be:

RLI Insurance Company *(Name)*

9025 N. Lindbergh Dr. *(Address)*

Peoria, IL 61615 *(City, State)*

LUMP SUM OR UNIT PRICE WORK, MANNER of PAYMENT

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents, and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In the case of a discrepancy, the amount

Toledo Public Safety Building Roofing Contract Documents
and Siding Replacement Project Page 6 of 34

shown in words shall govern.

BID – SCHEDULE OF PRICES

(Total Price) BASE BID - FOR TOTAL PROJECT – To include stainless steel stairway:	
(Alternate Total Price) DEDUCTIVE BID ALTERNATE – To replace stainless steel stairway with painted galvanized stairway:	
(Plus Price for Unknown) Unit or Cost Per Square Foot for demolition and replacement of an unknown amount of <i>Wall Sheeting</i> due to previous water damage:	
(Plus Price for Unknown) Unit or Cost Per Square Foot for demolition and replacement of an unknown amount of <i>Roof Sheeting</i> due to previous water damage:	

BIDDER

The name of the Bidder submitting this bid is:

Kaminski Construction LLC	(Name)
4673 Isabelle Street	(Address)
Eugene, OR 97402	(City, State, Zip)
541-505-7535	(Telephone)
info@kaminskiconstruction.com; brian@kaminskiconstruction.com	(Email)
41-2270458	(Federal Tax ID No)
181022	(Construction Contractor Board No)
SAIF	(Workers' Comp Ins. Co.)
733325	(Workers' Comp Policy/Binder No)

The above Bidder's name and address is the address to which all communications concerned with this bid and with the Contract shall be sent.

In accordance with ORS 279C.365, Bidder hereby declares that it (circle correct designation) is **is not** a resident Bidder. If the bidder is non-resident, indicate _____ % preference of your state resident bidders.

In accordance with ORS 279C.800 to 279C.870, Bidder hereby declares that it complies with provisions for labor, materials, Industrial Accident Fund, liens, withholding taxes, and employee drug testing.

The names of the principal officers of the corporation submitting this bid, or of the partnership, or of all persons interested in this bid as principals, are as follows:

_____	_____
_____	_____
_____	_____

If Sole Proprietor of Partnership: IN WITNESS hereto the undersigned has set his/her hand this _____ day of _____, 20____.

(Signature of Bidder)

(Title)

If Corporation: IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

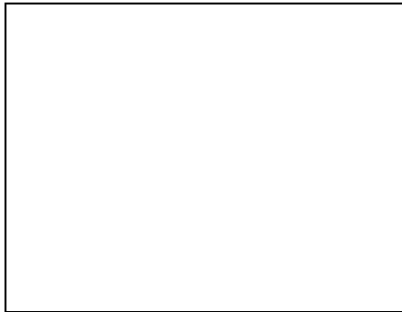
(Name of Corporation)

(By)

(Title)

(Attest)

Secretary *(Mandatory Signature)*



(SEAL)

CONTRACT

THIS CONTRACT, made between the CITY OF TOLEDO, a municipal corporation, hereinafter called "Owner" and _____, hereinafter called "Contractor".

TERMS:

The Contractor, in consideration of the sums to be paid and other covenants herein contained, agrees to perform and complete the work herein described and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and perform all work on the **Toledo Public Safety Building Roofing and Siding Replacement Project** in accordance with the Project Plans; Specifications Manual, Divisions 01-09, Toledo Public Safety Facility, prepared by Scott Edwards Architecture; and Structural Calculations, prepared by Engineer Douglas E. Paola, and in accordance with such alterations or modifications of the same as may be made by the City, and according to such directions as may from time to time be made or given by the City under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

Compensation. As consideration for the performance of all terms and conditions set forth in this Contract, City promises to pay the total sum of total compensation, including reimbursement for expenses incurred, upon receipt of a statement to be submitted by Contractor, which shall not exceed _____ dollars (\$ _____), except the City agrees to additionally pay Contractor, by Unit or Cost Per Square Foot, for demolition and replacement of an unknown amount of **Wall Sheeting** and **Roof Sheeting**, not apparent and yet to be discovered, due to previous water damage, in the amounts immediately below:

Unit or Cost Per Square Foot for demolition and replacement of an unknown amount of Wall Sheeting due to previous water damage:	
Unit or Cost Per Square Foot for demolition and replacement of an unknown amount of Roof Sheeting due to previous water damage:	

The RPF contract documents, applicable Drawings, the Project Plans; Specifications Manual, Divisions 01-09, Toledo Public Safety Facility, prepared by Scott Edwards Architecture; and Structural Calculations, prepared by Engineer Douglas E. Paola, bound herewith are hereby specifically referred to and by reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully inserted herein.

The Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular, shall promptly, as due, make payment of all just debts and obligations incurred in the performance of said Contract and shall not permit any lien or claim to be filed or prosecuted against the City. The Contractor agrees to perform work according to the highest industry standards for their profession.

The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

The Contractor agrees to protect, indemnify, and hold harmless the Owner, its officers, agents, and employees harmless against any and all loss, claims, or suits (including costs and attorney's fees) for or on account of injury to or death of persons, damage to, or destruction of property belonging to either the Owner or others occurring by reason of the act or neglect of the Contractor, Contractor's employees, or agents (including subcontractors) in connection with the performance of this Contract.

It is expressly understood that this Contract shall be governed by the laws of the State of Oregon. The statutes of the State of Oregon for public improvement contracts, specifically but not exclusively ORS 279C, as amended or superseded, including the latest additions and revisions, are incorporated by reference as part of the contract documents, and the party contracting with the Owner hereby covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279C as though each obligation or

condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, the party contracting with the Owner further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C as though each obligation or condition were set forth fully herein.

The Contractor agrees that the SPECIAL PROVISIONS I–STANDARD TERMS, and SPECIAL PROVISIONS II – OREGON PUBLIC CONTRACTING PROVISIONS, attached hereto and by this reference incorporated herein, are hereby specifically referred to and by reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully inserted herein.

The Contractor further declares by the signing of this Contract that all the provisions required by ORS 279A to 279C relating to Public Contracts, Purchasing, and Prevailing Wage Rates for work performed under the Contract with the Owner are made part of this Contract as completely as if the same were fully set forth herein.

In consideration of the faithful performance of all of the obligations herein set out and in consideration of the faithful performance of this Contract, the Owner agrees to pay to the Contractor the amount earned, as determined from the actual quantities of work performed and prices and other basis of payment specified, taking into consideration any amounts that may be deductible, under the terms of the Contract.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said bid.

Said improvements shall be completed by the date specified in said Contract Documents and if not so completed, unless said time for completion is extended, as provided in the Contract Documents, or if extended, if the same is not completed within the time extended, the City will be caused to incur liquidated damages as specified in the Contract Documents. Liquidated damages shall be retained out of any monies due or to become due under this agreement.

Payments shall be made as provided in the Contract Documents.

Should suit or action be undertaken to enforce any of the terms of this agreement or to seek damages for its breach, the prevailing party shall be entitled to an award of its reasonable attorney fees, including those incurred on appeal.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, the Contract and affixed their respective official seals.

CONTRACTOR:
Kaminski Construction LLC



OWNER:
CITY OF TOLEDO, OREGON:

APPROVED AS TO CONTENT AND FORM:

City Attorney

DATE: October 23, 2023

By: Cynthia A. Flores

Title: LLC Member

DATE: _____

By: _____
Public Works Director

By: _____
City Manager

By: _____

Title: _____

(Note: Signatures of two officers are required for a corporation.)

41-2270458

Corporation Tax No. (if incorporated)

Social Security No. (if individual)

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1033209

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Donovan W Volk in the City of Eugene, State of Oregon, its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

Principal: Kaminski Construction, LLC
Obligee: City of Toledo
Type Bond: Toledo Public Safety Building Roofing and Siding Replacement Project
Bond Amount: \$1.00
Effective Date: October 23, 2023

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 23rd day of October, 2023.



RLI Insurance Company
B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 23rd day of October, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 23rd day of October, 2023.

By: Catherine D. Geiger
Catherine D. Geiger Notary Public

RLI Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



PAYMENT BOND

DATE. _____

BOND NO. _____

TOTAL BID AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that we

as CONTRACTOR (Principal), and

(Name of Contractor)

(Name of Surety)

a corporation, duly organized to do a general surety business in the State of Oregon as SURETY, jointly and severally, bind ourselves, our heirs, executors, administrators, successors, and assigns firmly in the sum of

Dollars & Cents (\$ _____), *(total contract price)*

to the Owner for the payment of labor, materials, and equipment furnished for the use in the performance of the Contract, which is incorporated herein by reference. The Contractor and Surety, jointly and severally, agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments, hereto, upon amendment to the Contract not increasing the Contract Price more than twenty five percent (25%). The term "amendment" wherever used in this Bond, and whether referring to this Bond, the Contract, or the loan documents, shall include any alteration, extension, or modification of any character whatsoever.

With respect to the Owner, this obligation shall be null and void if the Contractor: 1) promptly makes payment, directly or indirectly, for all sums due Claimants, and 2) defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract.

With respect to Claimants, this obligation shall be null and void if the contractor promptly makes payment, directly or indirectly, for all sums due.

A Claimant is defined as persons claiming to have supplied labor or materials, for the prosecution of the work provided for in the Construction Contract, including any person having a direct contractual relationship with the Contractor furnishing the Bond or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming monies due to the State Accident Insurance Fund Corporation, State Department of Unemployment Trust Fund, or the Department of Revenue, in connection with the performance of the Construction contract, has a right of action on the Contractor's Board as provided in ORS 279C.380 only if: 1) the person or the assignee of the person has not been paid in full; and 2) the person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and the Secretary of State, in the Construction Contract with a state agency, or the clerk or auditor if the public body is other than a state agency.

The intent of this Bond shall be to include without limitation, the terms "labor, materials or equipment," that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the work of the Contractor, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

The Contractor and Surety hereby jointly and severally agree with the Owner that every Claimant, who has not paid in full before the expiration of a period of one hundred twenty (120) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, for which claim is made, may have a right of action on this Bond. The Owner shall not be liable for the payment of any costs or expenses including attorneys' fees which the Owner may incur in connection with its defense of any such right of action.

No suit or action shall be commence on this Bond by any Claimant: 1) Unless claimant shall have given written notice to the Contractor and the Secretary of State, if the Contractor with a state agency, or the clerk or auditor of the public body which let the Contract if the public body is other than a state agency, within one hundred twenty (120) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, or hand delivered in an envelope addressed to the Contractor, and such other entity who is to receive notice, at any place where that party maintains an office, conducts business, or at its residence, or delivered to that location. 2) After the expiration of two (2) years from the date on which the Claimant last performed labor, materials or equipment. Any limitation embodied in this Bond, which is prohibited by any law controlling the project, shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by law.

When the Claimant has satisfied the conditions of the above, the Surety shall promptly and at the Surety's expense take the following actions: 1) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amount that are undisputed and the basis for challenging any amount that are disputed; 2) Pay or arrange for payment of any undisputed amounts.

The Surety's total obligation shall not exceed the amount of the bond and any amendment thereto as outlined above, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

Amounts owed by the Owner to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

The Surety shall not be liable to the Owner, Claimants or others for obligation of the contractor that are unrelated to the Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and to other obligations.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

Definitions: 1) Construction Contract; The agreement between the Owner and the Contractor identified on the signature page, including all contract Documents and changes thereto.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____, 20_____.

(Corporate Seal)

Principal

Title:

Street/City Address

(Corporate Seal)

Surety

Title:

Street/City Address

(Corporate Seal)

Surety Witness:

Title:

Street/City Address

City of Toledo, 206 N. Main, Toledo OR 97391 *(Owner)*

Toledo Public Safety Building Roofing and Siding Replacement Project *(Project)*

None *(Bond Modifications)*

PERFORMANCE BOND

DATE. _____

BOND NO. _____

TOTAL BID AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor)

as CONTRACTOR (Principal), and

(Name of Surety)

_____ a corporation, duly organized to do a general surety business in the State of Oregon as SURETY, jointly and severally, bind ourselves, our heirs, executors, administrators, successors, and assigns firmly in the sum of

_____ Dollars & Cents (\$ _____), *(total contract price)*

to the Owner for the performance of the Construction Contract and any extension thereof, and during the twelve (12) month guaranty period which contract, extension and guaranty are incorporated herein by reference.

If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in the following paragraph.

If there is no Owner Default, the Surety's obligation under this Bond shall arise after: 1) The Owner has notified the Contractor and the Surety at its address described on the signature page herein, that the Owner is considering declaring the contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held no later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and 2) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in the above paragraph; and 3) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the construction contract in accordance with the terms of the contract with the Owner.

When the Owner has satisfied the conditions of the above paragraph, the Surety shall promptly and at the Surety's expense take one of the following actions: 1) Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or 2) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors, which agents or independent contractors shall be acceptable to the Owner; or obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in the following paragraph in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or 4) Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances: 4a) After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or 4b) Deny liability in whole or in part and notify the Owner citing reasons therefore.

If the Surety does not proceed as provided in the above paragraph with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to

enforce any remedy available to the Owner. If the Surety proceeds as provided in the above paragraph, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under the second above paragraph, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for: 1) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract; 2) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under the second above paragraph; and 3) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted with two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

The Surety shall not be liable to the Owner or others for obligation of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and to other obligations.

Notice to the Surety, the Owner or the Contractor shall be mailed by certified or registered mail or delivered to the address shown on the signature page.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Definitions: 1) Balance of the Contract Price; The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

2) Construction Contract; The agreement between the Owner and the Contractor identified on the signature page, including all contract Documents and changes thereto.

3) Contractor Default; Failure of the contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction contract.

4) Owner Default; Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction contract or to perform and complete or comply with the other terms thereof.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____, 20_____.

(Corporate Seal)

Principal

Title:

Street/City Address

(Corporate Seal)

Surety

Title:

Street/City Address

(Corporate Seal)

Surety Witness:

Title:

Street/City Address

City of Toledo, 206 N. Main, Toledo OR 97391 *(Owner)*

Toledo Public Safety Building Roofing and Siding Replacement Project *(Project)*

None *(Bond Modifications)*

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: **Toledo Public Safety Building Roofing and Siding Replacement Project**

Bid Closing Date & Time: Monday, October 23, 2023, 2:00 PM.

Bid Open Time: Monday, October 23, 2023, 2:15 PM.

Disclosure Due Date & Time: Monday, October 23, 2023, 4:00 PM.

Bid total greater than \$100,000? _____ (Yes / **No**, if No, subcontractor information is not required).

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate “NONE” on this form.

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000, see ORS 279C.370. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000 whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid, the Bidder must disclose the following information about that subcontractor either in its Bid submission, or within two hours after Bid Closing:

- The name of each subcontractor, and
- The category of work to be performed, and
- The dollar value of the subcontract.

Compliance with the disclosure and submittal requirements outlined herein and in ORS 279C.370 and its amendments is a matter of Responsiveness. Bids that are submitted by the Bid Closing Time, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.

Subcontractor’s Name	Category of Work	Dollar Value of Subcontract
NONE	NONE	NONE

Use additional sheets of this page if necessary.

Submitted by: _____ (Bidder & Contact Name), _____ (Phone #).

PREVAILING WAGE for PUBLIC WORKS CONTRACTS

Oregon BOLI Specifications

All the provisions required by ORS 279C.800 through ORS 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract with the City of Toledo shall be complied with.

Each worker in each trade or occupation employed in the performance of this contract either by the contractor, subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the work on this contract, must be paid not less than the applicable state prevailing rate of wage in accordance with ORS 279C.838 and 279C.840.

Each year the Oregon Bureau of Labor and Industries (BOLI) publishes two rates publications (and amendments to both) that are available by calling 971-673-0839 or online at the BOLI website at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

Prevailing wage rates that apply to this contract are the **July 5, 2023, Prevailing Wage Rates for Public Works Contracts** and the **July 5, 2023, PWR Apprenticeship Rates**, or later applicable rates in effect when the contract is executed.

Oregon law requires that the higher of the state prevailing wage rates (PWR) or federal Davis-Bacon rates be paid to workers on projects subject to both the state PWR law and federal Davis-Bacon Act. **Toledo Public Safety Building Roofing and Siding Replacement Project** does not require Davis-Bacon rates. Only Oregon BOLI Prevailing Wage Rates apply to this project.

If the contractor fails to pay for any labor or services, the City can pay for this labor or services and withhold these amounts from payments due the contractor. ORS 279C.520; OAR 839-025-0020(2)(b).

The contractor shall pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540.

The contractor shall give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)

Contractors and subcontractors are required to prepare weekly certified payroll reports and statements and submit them to the City by the fifth business day of each month (ORS 279C.845; OAR 839-025-0010). Contractor payment will be withheld until the City is in receipt of these certified weekly payroll reports. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 through ORS 279C.870.

Contractors and subcontractors which are on BOLI's List of PWR Contractors Ineligible to Receive Public Works Contracts, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest, are ineligible to receive public works contracts until removed from the list. The current version of the list is available on the BOLI website at:

<https://www.oregon.gov/boli/employers/Pages/pwr-ineligible-contractors.aspx>

PAYMENT OF MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

Oregon BOLI Law ORS 279C.530

The contractor shall make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d).

All subject employers working under this Contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

PUBLIC WORKS BOND

Oregon Public Contracting Law

In addition to the required payment bond and performance bond, unless exempt under ORS 279C.836 (7), (8), or (9), the contractor and every subcontractor is required to file a \$30,000 Public Works Bond with the Construction Contractor's Board before starting work on the project, to be used exclusively for unpaid wages determined to be due by BOLI.

The contractor shall include in every subcontract a provision requiring the subcontractor to have said Public Works Bond filed with the Construction Contractor's Board before starting work on the project, unless the subcontractor is exempt. The contractor is required to verify that subcontractors, unless exempt, have filed a public works bond before permitting a subcontractor to start work on a project.

The Statutory Public Works Bond form is available from BOLI upon request or may be downloaded from <https://www.oregon.gov/boli/employers/Documents/public-works-bond.pdf>.

RECIPROCAL PREFERENCE LAW

Oregon's Reciprocal Preference Law

Oregon's reciprocal preference law, ORS 279A.120, requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in the bidder's home state. For example, if the low bidder is from a state that grants a 10 percent preference to its own in-state bidders, the Oregon agency must add 10 percent to that bidder's price when evaluating the bid.

OAR 125-246-0310: Reciprocal Preferences.

- (1) When evaluating offers according to OAR 125-247-0255 through 125-247-0260, 125-249-0390 or 125-249-0640 through 125-249-0660, Authorized Agencies must add a percentage increase to the Offer of a Nonresident Offeror equal to the percentage, if any, of the preference that would be given to that Offeror in the state in which the Offeror resides. An Authorized Agency may rely on the list maintained by the Department according to ORS 279A.120(4) to determine:
 - (a) Whether the Nonresident Offeror's state gives preference to in-state Offerors; and if so,
 - (b) The amount of such preference (Percentage).
- (2) Authorized Agencies must add a percentage to the Offer that matches the Percentage described in Section (1) before determining Tie-Offers in accordance with OAR 137-046-0300.

The National Association of Procurement Officials (NASPO) has gathered information on preference laws of all states. See https://www.naspo.org/rosp/state_categroeis.php?state=OREGON for more details. This list is for your use in making contract awards under Oregon's reciprocal preference law.

PROJECT DRAWINGS AND SPECIFICS (SEPARATE ATTACHMENT)

CONSTRUCTION DETAILS

See attached:

1. Project Plans;
2. Specifications Manual, Divisions 01-09, Toledo Public Safety Facility, prepared by Scott Edwards Architecture; and
3. Structural Calculations, prepared by Engineer Douglas E. Paola.

SPECIAL PROVISIONS I

Standard Terms

The cost of other items not specifically called for in the bid will be considered incidental to the Project and no additional payments will be made.

The Standard Terms references, as provided in the Special Provisions I are general in nature, those descriptions and references in the Project Plans; Specifications Manual, Divisions 01-09, Toledo Public Safety Facility, prepared by Scott Edwards Architecture; and Structural Calculations, prepared by Engineer Douglas E. Paola, provide more detail are related more specifically to the particulars of the Project (“Work”).

NOTE: All codes, standards, workmanship, material type, material testing, general items, products, execution, special provisions, measurement and payments etc. related to the items noted below, are well documented in the Project Plans; Specifications Manual; and Structural Calculations and are NOT repeated here, but are included herein by reference.

All named material brands shall be “or equal.” Requests for alternate or substitution shall be submitted to City for review and approval prior to ordering materials.

Following this section is a map(s) showing the project work site location in Toledo.

DESCRIPTION NARRATIVE OF WORK

The “Work” consists of improvements to Toledo Public Safety Building at 222 NE HWY 20, Toledo, is currently unoccupied and is slated to be the future home of the Toledo Police Department and 911 Dispatch Center. This project includes but is not limited to the tear off and removal of existing roof and siding, disposal, roof replacement materials, the replacement of exterior siding, WRB, roofing, doors, windows, exterior exit stair and repair of water damaged roof and wall sheathing. Exterior Seismic upgrades are also included, including additional and incidental Work as called for by the Scope of Work.

Bidders should prepare a bid that reflects Option A: Stainless steel stairway, as described in Plans, in base bid; and Option B: Painted galvanized steel stairway, as a deductive bid alternative. The City may choose either, or no, option as its discretion.

BUILDING AREA:

MAIN FLOOR: 4,072 SF

SECOND FLOOR: 1,820 SF

SUBTOTAL: 5,892 SF

BASEMENT: 3,684 SF

TOTAL: 9,576 SF

TIME AND PLACE OF RECEIVING BIDS

Sealed bids will be received at the City of Toledo City Hall, 206 N. Main Street, Toledo, Oregon, at which time as noted in the bid documents, the sealed bids will be publicly opened and read. Bids submitted after the specified time will not be received or opened.

The City of Toledo reserves the right to accept the bids and award a contract to the lowest responsible bidder; to postpone the acceptance of the Bid and the award of the contract for a period not to exceed thirty (30) calendar day; or to reject any and all bids received and further advertise the project for bids. The City of Toledo may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the City that it is in the public interest to do so.

CONSTRUCTION SCHEDULE

The work, as described in these Standard Terms, is to begin no earlier than that approved by City Council and noted in the Notice to Proceed. Following the Award of Contract, and prior to issuance of the Notice to Proceed, a Pre-Construction meeting will be held, at which the Contractor shall submit a written Work Schedule, Traffic Control Schedule, Erosion Control Plan, or other documents to the City. The Work Schedule shall specify the project work

Toledo Public Safety Building
Roofing and Siding Replacement

Contract Documents
Page 23 of 34

days to be utilized within the allowable completion time. Failure to complete the work within the completion time prescribed shall be considered cause for assessing liquidated damages, as set forth in Paragraph “LIQUIDATED DAMAGES” of these Special Provisions.

The construction schedule, as approved by the City, will be an integral part of the Contract and will establish interim contract completion dates for the various activities. “Day” used throughout the Contract, unless otherwise stated, means “calendar day”. Should any activity not be completed within five (5) days after the stated scheduled date, the City shall have the right to order the Contractor to expedite completion of the activity by whatever means the Engineer deems appropriate and necessary without additional compensation to the Contractor.

It is expressly understood, and agreed, that failure by the City to exercise the option to either order the Contractor to expedite an activity, or to expedite the activity by other means, shall not be considered precedent setting for any other activities.

TYPE OF BID

The Bid for the work is to be submitted on the form, a total not to exceed price (with Options A and B for stairway), plus on a unit price or Cost Per Square Foot basis, for demolition and replacement of an unknown amount of *Wall Sheeting* and *Roof Sheeting*, not apparent and yet to be discovered, due to previous water damage, as called for in the Bid. The estimate of quantities of work to be done as tabulated in the Bid, and although stated with as much accuracy as possible, is approximate only, and is assumed solely for the convenience of the Contractor while assembling the Bid.

BASIS OF AWARD

Award, if made, will be to a lowest responsible bidder (as defined by O.R.S.) as stated above which is determined by the City to be in the City’s best interest to award.

PERMITS

The contractor shall be responsible for acquiring any permits necessary for the completion of the work, i.e. fill & grade, water & wastewater plumbing, storm water, or building construction on private property. However, as to this project, the Owner’s Representative has already applied for a City of Toledo Building Permit (which has been approved) and Lincoln County Building Permit (which is pending approval).

INCIDENTAL ITEMS

It is the intent of these documents that the bid items listed in the Bid shall provide full and complete payment for this project, as described in the Plan and Specifications. Payment for any incidental items, whether noted on the Plans and Specifications or not, which are necessary for the completion of the project as designed, but not listed explicitly as or with a bid item, shall be considered to have been included with the Bid.

PREQUALIFICATION

Prequalification is not required for this project.

UTILITIES

The utilities shown on the Plans are located to the best degree possible from the information available, but are not guaranteed to be either accurate or complete. The existence of existing utility conflicts, not indicated on the Plans, shall not be the basis of extra work claims except that the cost of extra materials actually required to perform the work, and incorporated into the work, may be submitted for reimbursement in accordance with the General Conditions. The decision of the Engineer, as to the validity of such claims, shall be final. In accordance with ORS 757.542 to 757.562 inclusive, it shall be the responsibility of the Contractor to notify all utility companies and organizations of his intention to begin construction. The Contractor alone shall be responsible for protecting all utilities and replacing utilities damaged by the Contractor during construction.

LIMITATION / SUBMISSION REQUIREMENTS

The City of Toledo reserves the right to:

Toledo Public Safety Building
Roofing and Siding Replacement

- Accept or reject any or all bids received as a result of the RFP,
- Negotiate with qualified Bidders, as allowed by law.
- Cancel any RFP, in part or in whole, if it is determined to be in the best interest of the City to do so,
- Award to the selected firm or contractor any subsequent engineering design and construction services contract, part or in whole, for recommended capital projects,
- The RFP does not commit the City of Toledo to pay any costs incurred to prepare a bid.

SAFETY REQUIREMENTS

The Contractor shall have the sole responsibility for complying with the requirements of the Oregon Occupational Safety and Health Code, particularly Division 3, OAR 437-003, "Construction". Failure of the Contractor to comply with specific requirements shall be the Contractor's liability. No liability for safety violations will be assumed by the Engineer, City, or other involved parties. The Contractor shall comply with all Federal, State, County and City regulations.

PROTECTION OF FACILITIES

The Contractor shall make provisions for protection of all work during the period of construction, and shall repair or replace any facilities damaged by flood, fire, vandalism, neglect, or other means prior to acceptance of the completed facility by the Owner.

INSPECTION/ENGINEER

The term Inspector, Engineer, or the authorized representative of the Owner, for the purposes of approving materials and workmanship, shall be the City of Toledo.

SPECIFICATIONS

The Contractor shall perform all work in conformance with the construction drawings, special provisions and in compliance with industry standards as if said specifications were bound herewith, or as they may be modified by the Special Provisions herein, the Project Plans; Specifications Manual, Divisions 01-09, Toledo Public Safety Facility, prepared by Scott Edwards Architecture; and Structural Calculations, prepared by Engineer Douglas E. Paola.

PROJECT WARRANTY

In addition to other specific warranties required by these Specifications, all work, including material and workmanship supplied by the Contractor shall be warranted to be free of defect for one (1) year from the date the written Final Acceptance by the City of Toledo. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs, and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the Work, and the Contractor and his surety shall be liable for the cost thereof.

TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC

Adequate warning protection will be required for pedestrians, residents, and any material stored in a staging area in the parking lot. Night time protection with lighted barricades may be required. Emergency vehicles must have access or have access provided when needed.

EROSION CONTROL

As required per DSL, COE, DEQ, and any other National permits. All construction activities shall conform to City NPDES permit and Storm water Control Best Management Practices if required.

Erosion control measures shall protect excessive sediment runoff into catch basins or ditch channels located at or near the work areas. Material deposits in excess must be removed by the contractor. The City of Toledo will not provide removal. This will include control of runoff from any areas used for staging when or if the staging area is in a portion of the street right-of-way.

FINAL CLEANUP

Final cleanup of all work sites or staging areas shall remove construction materials, equipment, debris, and dirt or gravel from all surfaces, as well as from catch basins and storm drains, that may have been impacted by construction activities. This may also include periodic street sweeping regularly since there are local residents within the work zone.

LIQUIDATED DAMAGES

Liquidated damages shall apply against the Contractor and accrue to the Owner at the rate of Four Hundred Dollars (\$400) per day for each and every day that the project remains uncompleted beyond the time period outlined in the Construction Schedule.

BONDING REQUIREMENTS

A performance bond and payment bond in the amount of 100% of the contract price shall be furnished to the City of Toledo upon executing the contract.

A warranty bond for one year is required from the date of the acceptance by the City. The City of Toledo shall be named on the bond as the project Owner.

QUALITY CONTROL TESTING

The Owner reserves the right to perform any testing as may be required to determine compliance with the specifications. Costs for such testing shall be the Owner's responsibility unless testing indicates noncompliance. Costs for such testing indicating noncompliance shall be borne by the Contractor. Noncomplying Work shall be corrected and testing will be repeated until the Work complies with the specifications. Contractor shall pay any costs for retesting non-complying Work. The Contractor shall cooperate in every respect with the activities of the testing agency.

OWNER'S RIGHT TO SUSPEND THE WORK

The Owner and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to the following causes:

- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) Failure of the Contractor to carry out orders;
- (d) Conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.

The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

PROPERTY PIN AND SURVEY/GPS MONUMENT PROTECTION

All property pins adjacent to and within the work area shall be protected from disturbance. If property corners are disturbed during the course of the work, and are not specifically referenced in the Bid Tabulations as requiring setting or resetting, they shall be replaced by a licensed surveyor at the Contractor's expense.

The care and protection, and replacement of damaged or dislodged property monumentation shall also apply to all City and Lincoln County Survey Markers, GPS Monuments, DLC Corner Monuments, and other position control points.

PRE-BID MEETING

A mandatory pre-bid meeting will be held at **2:00 PM** local time on **Wednesday, October 18, 2023**. The meeting location is the Toledo City Hall, 206 N. Main, Toledo, Oregon. The meeting will begin in the office and then proceed

to the project site at the Toledo Public Safety Building, 222 NE HWY 20, Toledo.

PRE-CONSTRUCTION MEETING

A Pre-Construction meeting will be required on this project after the bid award. When it occurs as noted in the Instructions to Bidders, the meeting will be located at City Hall, and scheduled to take place anytime within ten (10) working days following the Notice of Award. Weather and or other construction scheduling issues may modify this time frame. The Construction Contract and the Notice to Proceed will generally be issued at the meeting.

PAYMENT

The contractor shall accept the compensation as full payment for furnishing all materials, labor, tools, and equipment necessary to complete the work. Compensation shall include loss or damage arising from the nature of the work or action of the elements, or any unforeseen difficulties, which may be encountered during the prosecution of the work.

Payments to the contractor will be made only for the actual quantities of the work performed and for the quantities of work performed as extra work or under supplemental agreement. When items of work are not listed in the bid schedule, the work shall be considered incidental and no separate payment shall be paid.

Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor, not including retainage, due the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for payment that is correct and proper.

APPLICATION FOR PAYMENT

Contractor shall submit to the Owner's Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor, including payments to Subcontractors. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____”

Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion.

CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner's Authorized Representative, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement.

TITLE TO WORK UPON PAYMENT

The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

RETAINAGE

Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580. To ensure the proper performance of the Contract, the Owner shall retain five (5%) of the amount of each progress payment until final completion and acceptance of all work covered by this contract. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

WAGES AND SALARIES

Attention of Contractors is particularly called to the requirements concerning wages to be paid to certain categories and classifications of employees. Payroll certification is required before payments are made on the Contract. In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement and that to the Contractor's or Subcontractor's best knowledge and belief the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.

Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by the preceding paragraph.

TERMINATION; FOR CAUSE, NON-FUNDING, CONVENIENCE

For Convenience. The City may terminate this Contract without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least ten (10) days before the intended termination date to the Contractor at the Contractor's address given above. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of Contractor already accrued prior to the effective date of termination.

For Cause. In addition to its rights under the preceding paragraph above, it is further agreed that the City may immediately terminate this agreement without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at Contractor's address given above, specifying the cause: (1) Unsatisfactory performance or nonperformance. The Toledo City Council is the sole judge of Contractor's unsatisfactory performance or nonperformance; or (2) Loss of available funding.

INDEMNIFICATION

It is agreed that City has no obligation to defend, hold harmless or indemnify, or provide any insurance coverages for or on behalf of Contractor.

INSURANCE

To the extent coverage is not provided by the City in the preceding paragraph, Contractor shall obtain and at all times keep in effect, liability insurance covering activities and operations of the Contractor. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300, such requirements include not less than the following limits:

- (1) Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$2,000,000 per occurrence, and \$2,000,000 aggregate.
- (2) Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, scheduled, hired, and non-owned vehicles. Coverage shall be a minimum of not less than \$1,000,000 per occurrence, and an umbrella or excess liability coverage of \$2,000,000. This coverage may be combined with the commercial general liability insurance policy.
- (3) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this Contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) calendar days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Toledo and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Toledo. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subcontractor(s): Consultant shall provide evidence that any Subcontractor, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the Subcontractor is included under Consultant's policy.

ACCESS TO RECORDS

Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner's Authorized Representative access thereto.

Contractor shall retain and the Owner and its duly authorized representatives shall have access to, for a period not less than ten (10) years, all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Owner and/or its agents shall continue to be provided full access to the records during litigation.

WARRANTY WORK

Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent.

DISPOSAL OF EXCESS MATERIAL

All excess trench excavation, existing sidewalk or curb, and other materials designated to be removed under the contract shall be disposed of off-site at the Contractor's expense and in a legal manner. Fill permits, stating Contractor provided quantity, transportation carrier, and fill destination, if within the City Limits, shall be acquired by the City as needed.

SPECIAL PROVISIONS II

Oregon Public Contracting Provisions

ORS 279C.505(1)(a) CONTRACTOR shall make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the performance of the work provided for in such contract.

ORS 279C.505(1)(b) CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of the contract.

ORS 279C.505(1)(c) CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

ORS 279C.505(1)(d) CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279C.505(2) CONTRACTOR shall demonstrate that an employee drug testing program is in place.

ORS 279C.510 CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost-effective. In a public improvement contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279C.515(1) If the CONTRACTOR fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the CONTRACTOR or a subcontractor in connection with the public contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality, or municipal corporation or a subdivision, of the state, county, school district, municipality or municipal corporation, may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment

against funds due or to become due the CONTRACTOR by reason of the contract.

ORS 279C.515(2) If the CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor owes the person the amount due plus interest charges that begins at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

ORS 279C.515(3) If the CONTRACTOR or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ORS 279C.520

(1) A contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, the contractor shall pay the employee at least time and a half pay for:

(a)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.

(2) A contractor shall give notice in writing to employees who work on a public contract,

either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

ORS 279C.525 In addition to any other laws, rules and regulations dealing with the prevention of environmental pollution and the preservation of natural resources, the following environmental and natural resources, laws, rules and regulations affect the performance of the contract:

- City of Toledo Erosion Control Standards, Drainage Control, and Geologic Hazards (Ref. Toledo Municipal Code Chapter 15.20).

ORS 279C.530 The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care, or other needed care and attention, incident to sickness or injury, to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

ORS 279C.530(2) All employers, including CONTRACTOR, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CONTRACTOR shall ensure that each of its subcontractors complies with these requirements.

ORS 279C.545 Any worker employed by the CONTRACTOR shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the CONTRACTOR within 90 days from the completion of the contract, providing the CONTRACTOR has caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the

timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work and maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

ORS 279C.550 - 570 Retainage and payment under the terms of this Agreement shall be governed by the terms of ORS 279C.550 – 570.

ORS 279C.570 The CITY shall make progress payments on the contract monthly as work progresses on the contract. Payments shall be based upon estimates of work completed that are approved by the CITY. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. The CITY shall pay to the CONTRACTOR interest if any payment becomes overdue.

ORS 279C.580(3)

(a) CONTRACTOR shall pay first-tier subcontractors for satisfactory performance under subcontract out of amounts that are paid by the CITY to the CONTRACTOR within 10 days of CONTRACTOR's receipt of such payments from the CITY. If CONTRACTOR does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, the CONTRACTOR shall pay the first-tier subcontractor an interest penalty as provided in ORS 279C.580(3)(d). The CONTRACTOR shall include this requirement as further detailed in the Special Provisions in all subcontracts worded appropriately to require prompt payment of said subcontractors to lower tier subcontractors.

ORS 279C.605 A notice of claim required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the CONTRACTOR at any place the CONTRACTOR maintains an office or conducts business or at the residence of the CONTRACTOR. Notwithstanding the preceding, if the claim is for a required contribution to a fund of an employee benefit plan, the notice required by ORS 279C.600 must

be sent or delivered within 200 days after the employee last provided labor or materials.

ORS 279C.825 A fee established by administrative order, is required to be paid to the Commissioner of the Bureau of Labor and Industries at the time the City notifies the Commissioner under ORS 279C.835 that a contract subject to the provisions of ORS 279C.800 to ORS 279C.870 has been awarded.

ORS 279C.830(1) (1) The existing prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract as defined in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon, found on the Oregon Bureau of Labor and Industries (BOLI's) website at: <https://www.oregon.gov/boli/employers/Pages/prevaling-wage-rates.aspx>. The workers shall be paid not less than the specified minimum hourly rate of wage.

ORS 279C.830(2) The CONTRACTOR and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. CONTRACTOR shall:

- (a) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.
- (b) Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

ORS 279C.845(7) If CONTRACTOR is required to file certified statements, the public agency shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the CONTRACTOR has filed with the public agency certified statements as required by ORS 279C.845.

The public agency shall pay the CONTRACTOR the amount retained under this subsection within 14 days after the CONTRACTOR files the certified statements as required by ORS 279C.845, regardless of whether a subcontractor has failed to file certified statements as required by this section.

ORS 279C.845(8) CONTRACTOR shall retain 25 percent of any amount earned by a first-tier subcontractor on a public works until the subcontractor has filed with the public agency certified statements as required by ORS 279C.845. CONTRACTOR shall verify that the first-tier subcontractor has filed the certified statements before the CONTRACTOR may pay the subcontractor any amount retained under ORS 279C.845(7). CONTRACTOR shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by this section.

ORS 305.385(6) CONTRACTOR shall certify in writing, under penalty of perjury, that CONTRACTOR is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380 (4).

OAR 137-049-0200(2). CONTRACTOR shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the CITY's prior Written consent. Unless otherwise agreed by the CITY in Writing, such consent shall not relieve CONTRACTOR of any obligations under the Contract. Any assignee or transferee shall be considered the agent of CONTRACTOR and be bound to abide by all provisions of the Contract. If the CITY consents in Writing to an assignment, sale, disposal or transfer of CONTRACTOR's rights or delegation of CONTRACTOR's duties, CONTRACTOR and its surety, if any, shall remain liable to the CITY for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in Writing.

The City of Toledo is an Equal Opportunity/Affirmative Action Employer.
Women, Minorities and Disabled Persons are encouraged to apply.

This RFP is issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Oregon and the City of Toledo. Authorized & approved for posting by the City Council and the City Manager. Staff can amend the RFP and contract form to meet the best interests of the City with the approval of the City Manager.

**THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE
MODIFIED OR REVOKED WITHOUT NOTICE.**



STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety bond #: 36-CF700091 CCB # (if applicable): 181022

We, KAMINSKI CONSTRUCTION LLC DBA: Kaminski Construction LLC, as principal, and The North River Insurance Company, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this 09 day of August, 2021

Surety by:

The North River Insurance Company

Company Name

Signature

Attorney-In-Fact

Title (e.g. Attorney-in-Fact)



Principal by:

JASON KAMINSKI

Name

Signature

RMI Owner

Title

4673 ISABELLE ST

Address

EUGENE

City

OR

State

97402

Zip

SEND BOND TO: Construction Contractors Board PO Box 14140 Salem, OR 97309-5052 Telephone: (503) 378-4621

**POWER OF ATTORNEY
THE NORTH RIVER INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That North River Insurance Company, a corporation duly organized and existing under the laws of the state of New Jersey, has made, constituted and appointed, and does hereby make, constitute and appoint:

Kenda Wannemaker

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind The North River Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of The North River Insurance Company at its principal office, in amounts or penalties not exceeding: **Unlimited.**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind The North River Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of The North River Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, The North River Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

THE NORTH RIVER INSURANCE COMPANY

ARSL

Anthony R. Slimowicz, Executive Vice President



State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of The North River Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of The North River Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686**

Sonia Scala

(Notary Public)

I, the undersigned officer of The North River Insurance Company, a New Jersey corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of The North River Insurance Company on the 09 day of August 20 21

THE NORTH RIVER INSURANCE COMPANY

Peter M. Quinn

Peter M. Quinn, Senior Vice President

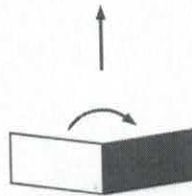


Your Contractors License Bond Verification Card

Contractors License Bond Verification Card	Contractors License Bond Verification Card
<p>KAMINSKI CONSTRUCTION LLC DBA: Kaminski Construction LLC</p> <p>LICENSE NUMBER: 181022 BOND NUMBER: 36-CF700091 EXP: 8/9/2024 SURETY CO.: THE NORTH RIVER INSURANCE COMPANY</p> <p>This card is not proof of current bond status. For current status of bond and license shown, please contact the licensing board.</p>	<p>Questions? Please contact your agent.</p> <p>PACIFIC BENEFITS CONSULTANTS INC. 541-484-6624 450 COUNTRY CLUB RD 330 EUGENE OR 97401</p>

Instructions:

1. **Print** this page.
2. **Cut** along the dashed line.
3. **Fold** your card in half.
4. **Laminate**.



Additional Cards for Your Convenience

Contractors License Bond Verification Card	Contractors License Bond Verification Card
<p>KAMINSKI CONSTRUCTION LLC DBA: Kaminski Construction LLC</p> <p>LICENSE NUMBER: 181022 BOND NUMBER: 36-CF700091 EXP: 8/9/2024 SURETY CO.: THE NORTH RIVER INSURANCE COMPANY</p> <p>This card is not proof of current bond status. For current status of bond and license shown, please contact the licensing board.</p>	<p>Questions? Please contact your agent.</p> <p>PACIFIC BENEFITS CONSULTANTS INC. 541-484-6624 450 COUNTRY CLUB RD 330 EUGENE OR 97401</p>

Contractors License Bond Verification Card	Contractors License Bond Verification Card
<p>KAMINSKI CONSTRUCTION LLC DBA: Kaminski Construction LLC</p> <p>LICENSE NUMBER: 181022 BOND NUMBER: 36-CF700091 EXP: 8/9/2024 SURETY CO.: THE NORTH RIVER INSURANCE COMPANY</p> <p>This card is not proof of current bond status. For current status of bond and license shown, please contact the licensing board.</p>	<p>Questions? Please contact your agent.</p> <p>PACIFIC BENEFITS CONSULTANTS INC. 541-484-6624 450 COUNTRY CLUB RD 330 EUGENE OR 97401</p>

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LEAD-BASED PAINT CERTIFICATE



This document certifies that:

KAMINSKI CONSTRUCTION LLC
4673 ISABELLE STREET
EUGENE OR 97402

LICENSE NUMBER: LBPR181022

EXPIRATION DATE: 03/21/2024

is licensed in accordance with Oregon Law as
Certified Lead Based Paint Renovation Contractor

ENTITY TYPE: Limited Liability Company

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE



This document certifies that:

KAMINSKI CONSTRUCTION LLC
4673 ISABELLE STREET
EUGENE OR 97402

LICENSE NUMBER: 181022

EXPIRATION DATE: 03/22/2024

is licensed in accordance with Oregon Law as
Residential General Contractor & Commercial
General Contractor Level 2

ENTITY TYPE: Limited Liability Company

Certificate of Completion

The State of Oregon, null
hereby certifies that

Cynthia Flores [E]


Has successfully completed the following

DAS - PS - Pay Equity 2017 Protected Class
on 3/30/2022

	PreBid Mtg	Bid Rcvd	1st Tier	Bid Bond		Base Bid
Richards Remodeling	x	1:34pm		10%	\$	1,288,349.00
Kaminski Construction	x	1:11pm	None	10%	\$	1,372,245.00

	Alt Bid	Wall Sheeting	Roof Sheeting	Resident Bidder
\$	1,269,999.00	10.9	12.4	x
\$	1,293,698.00	10	11	x

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	November 1, 2023	Contract approval; Civil West – Fir Street Engineering Services
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager Doug Wiggins	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to approve the contract/work order up to \$65,000 from Civil West for design, bidding, and construction engineering services.

Background:

On October 10, 2023 there was a large water break in the area of 8th and Fir Street. A 6 inch water main broke and flooded out a home basement, the second time within four years. The large break caused buckling of the road for over 200 feet of the street. Upon inspection of the break, the water pipe is old AC ductile line and the decision is made to replace the pipes in the ground while we have the road torn up.

This project is at a scale too large for City crew to handle on its own given other duties and current projects. I reached out to Civil West for the project to which they stated they could have this project up and out to bid by January and construction could begin as early as late February, weather permitting. This ask is solely to secure Civil West engineering services for this project only.

Fiscal Impact:	Fiscal Year:	GL Number:
Not to Exceed \$65,000	2023-2024	012-125-608100 043-430-608100

Attachment:

1. Copy of Contract/Scope of Services Civil West



South Coast Office
486 E Street
Coos Bay, OR 97420

Willamette Valley Office
200 Ferry Street SW
Albany, OR 97321

Rogue Valley Office
830 O'Hare Parkway, Suite 102
Medford, OR 97504

North Coast Office
609 SW Hurbert Street
Newport, OR 97365

ENGINEERING SCOPE OF SERVICES

Date: October 26, 2023

To: Doug Wiggins, City Manager, City of Toledo (City)

From: Keven Shreeve, PE, Principal, Civil West Engineering Services, Inc. (CWES)

RE: **Fir Street Improvements – Water Pipelines and Asphalt Surface**

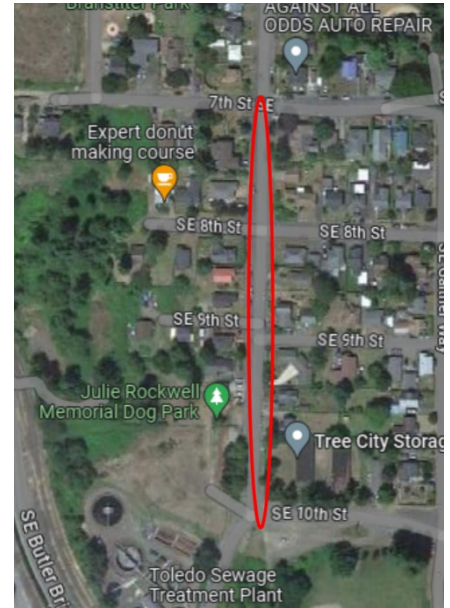
The purpose of this Scope of Services is to assist the City in designing, bidding, and construction management for waterlines replacement and surface asphalt replacement on Fir Street.

The limits of the survey and design work will be from SE 7th Street to SE 10th Street as shown on the figure. The City will provide the 6-inch and 12-inch HDPE pipeline material for the installation (contractor will be responsible for electrofusion welding and installation). The overall improvement project is estimated to be around \$500,000.

The following tasks have been identified to define the project scope of work at this time.

Part A: Scope of Work

1. **Task 1 – Project Management:** CWES will provide the necessary project management and administrative services to conduct an orderly and well-managed project. This will include organizational issues, financial, and other administrative services. Coordination and communication with the City are included in this Task.
2. **Task 2 – Site Survey:** CWES will visit the site and become familiar with the project, its limits and project goals. Staff will perform field and office tasks to prepare a base map showing existing features found with respect to existing property lines and adjacent Right-of-Way. The base map will be used in all design work.
3. **Task 3 – Design, Contract/Construction Documents and Cost Estimate:** This task includes designing two replacement waterlines (6-inch and 12-inch replacement) for the existing water system. The design of a new road section will also be performed that will include street milling and overlay on Fir Street. This task will include the preparation of construction bid documents, specifications, and project cost estimate.
4. **Task 4 – Bidding:** CWES will assist the City with the bidding process and will be available to answer questions, participate in the bid opening, and award a contract. A pre-bid on-site meeting is anticipated.



5. **Task 5 – Construction Coordination:** Construction support will be provided as requested by the City. The following services may be provided: general construction management, responding to RFI's, reviewing submittal information, pay requests, and periodic site visits (day-to-day inspection will be the responsibility of the City). A final inspection and final payment processing is also anticipated. The budget for this task was created based on a 90-construction length and the following:
 - a) Six (6) site trips anticipated, 5 hours/trip (30 hours)
 - b) Various office work including project management, RFI's, pay requests, construction notes, etc. (44 hours)
 - c) Final site trip and pay request (16 hours)

6. **Task 6 – Construction Reimbursables:** Mileage, per diem, lodging, copies, etc. as incurred.

This engineering scope of services is limited to the tasks and areas discussed above. It is possible that additional services may be required as part of this project as the process moves forward. We can provide other services, as needed and upon request.

Part B: Work Not Included

- Geotechnical services for street work
- Sewer pipeline design and replacement
- Stormwater system evaluations and improvements
- Construction inspection
- Permits and fees that may be required by agencies.
- Advertisement costs
- Geotechnical exploration and analysis of the roadway. CWES has been instructed to perform a grind and in-lay of the road. Without Geotechnical review, CWES is not able to design the road beyond what already exists. There could be a scenario where we grind 2-inches and that's all there is, then put 2-inches of new asphalt on poor material. CWES will not be responsible for the design life of the road. We recommend a geotechnical analysis.
- The City is providing the pipeline material and the contractor will install the HDPE pipe. The contractor may push back on material testing such as pressure testing due to them not being responsible for supply of material and overall project warranty. We can test for workmanship, but the contractor may only provide a partial warranty.

Part C: Project Fee Proposal

We propose the above work be divided into two parts:

- (1) Project Management, Surveying, Design, and Bidding (Tasks 1-4) performed on a Lump Sum basis for the amounts shown below. The breakdown below is for convenience only to serve to indicate the level of work anticipated for each task and how the overall budget was derived. However, invoices will only show one line item "Design Services."



Task No.	Survey, Design, Bidding	Total Fee
1	Project Management & Administration	\$3,070.00
2	Site Survey	\$7,776.00
3	Design and Construction Documents	\$35,754.00
4	Bidding / RFIs	\$4,760.00
	Total Proposed Design Fee	\$51,360.00

- (2) Construction management and other support (Tasks 5-6) that may be requested will be on a Time and Materials (T&M) basis for the amounts shown below. The breakdown below serves to indicate the level of work anticipated for each task; however, invoices will only show one-line item “Construction Services.”

Task No.	Construction Services	Total Budget
5	Construction Services	\$12,948.00
6	Construction Services Reimbursables	\$500.00
	Total Proposed Construction Budget	\$13,448.00

CWES will invoice the City on a monthly basis based on the amount of work completed that month. If additional work is required beyond this amount, we will communicate with the City on an amendment to the agreement. Any additional work will be billed on a time and materials basis pursuant to the 2023 Rate Schedule attached hereto.

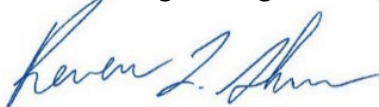
Part D: Project Schedule

This work has been scheduled. We anticipate the design to be completed by January. Advertisement in February. Bidding/Bid Opening in March. Construction contract awarded in April. Construction is anticipated to be 90 days. Project timing will be coordinated with the City.

We are grateful for this opportunity to provide these services to the City. Please let me know if you have any questions or if you wish to see any alterations to our proposed approach. If this proposed approach is acceptable, please sign below and return a copy to our office for our records.

Sincerely,

Civil West Engineering Services, Inc.



Keven T. Shreeve, PE
North Coast Regional Manager

Authorized Representative Signature Accepting Scope of Services

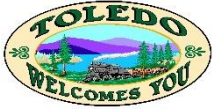
Date



Civil West Engineering Services, Inc. - 2023 Rate Schedule	
STAFF/ITEM	BILLING RATE
ENGINEERING	
Expert Witness	\$400
Principal Engineer	\$175
Regional Manager	\$170
Senior Project Manager	\$165
Senior Project Engineer	\$153
Senior Engineering Technician	\$128
Project Manager	\$160
Project Engineer	\$142
Staff Engineer	\$120
Engineering Technician	\$88
Drafter	\$77
Inspector 1	\$165
Inspector 2	\$144
Inspector 3	\$124
Engineering Intern	\$54
Clerical	\$54
Surveying	
Senior Surveyor (PLS)	\$160
Senior Survey Technician	\$128
Survey Technician	\$109
1-person Survey Crew	\$170
2-person Survey Crew	\$200
3-person Survey Crew	\$237
REIMBURSABLES	
Mileage	\$0.625 - or current IRS Rate
Survey Equipment	\$200/day
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Subconsultants	Cost plus 10%
Expert Witness Support Expenses	Cost



**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	November 1, 2023	Consideration to purchase a new 2023 F250 pickup
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager Doug Wiggins	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to approve the purchase of a new 2023 F250 pickup with a used 2011 F350 as a trade.

Background:

In the 2023-24 budget the City adopted it identified the purchase of two public works vehicles. The first vehicle was purchased in August and has been added to the fleet. This is the second and final vehicle purchase for public works as allocated in the 23-24 budget. It additionally allows the City to use a 2011 F350 as a trade.

Fiscal Impact:	Fiscal Year:	GL Number:
\$44338.28	2023-2024	040-400-620500

Attachment:

1. Copy of Purchase Order
2. Copy of Purchase Agreement



Preview Order R519 - X2B 4x4 Super Cab SRW: Order Summary Time of Preview: 05/18/2023 14:24:47 Receipt: 5/18/2023

Dealership Name: Power Ford

Sales Code : F74420

Dealer Rep.	JIM CHURCH	Type	Retail	Vehicle Line	Superduty	Order Code	R519
Customer Name	J City of Toledo	Priority Code	19	Model Year	2023	Price Level	340

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 SUPERCAB PICKUP/164	\$49305	.LT245/75R17E BSW ALL-SEASON	\$0
164 INCH WHEELBASE	\$0	3.31 RATIO REGULAR AXLE	\$0
OXFORD WHITE	\$0	JOB #2 ORDER	\$0
VINYL 40/20/40 SEATS	\$0	CV LOT MANAGEMENT	\$0
MEDIUM DARK SLATE	\$0	10000# GVWR PACKAGE	\$0
PREFERRED EQUIPMENT PKG.600A	\$0	50 STATE EMISSIONS	\$0
.XL TRIM	\$0	JACK	\$0
.AIR CONDITIONING -- CFC FREE	\$0	DUAL BATTERY	\$0
.AM/FM STEREO MP3/CLK	\$0	FUEL CHARGE	\$0
6.7L POWER STROKE V8 DIESEL	\$9995	PRICED DORA	\$0
10-SPEED AUTO TORQSHIFT	\$0	DESTINATION & DELIVERY	\$1895
TOTAL BASE AND OPTIONS			MSRP \$61195
DISCOUNTS			NA
TOTAL			\$61195

Customer Name: CITY OF TOLEDO
Customer Address: 206 N Main St, Toledo, OR 97391

Customer Email: pwsuper@cityoftoledo.org

Customer Phone: (541) 961-7712

 PWD 5/19/23
Customer Signature Date

This is not an invoice.

VEHICLE BUYER'S ORDER

10/31/2023

Date:

Buyer Name and Address (Including County and Zip Code) CITY OF TOLEDO 206 N MAIN ST TOLEDO OR 97391	Co-Buyer Name and Address (Including County and Zip Code) N/A	Dealer Name and Address POWER MOTORS INC 1107 NORTH COAST HWY 101 NEWPORT OR 97365
Email: PWSUPER@CITYOFTOLEDO.ORG Phone: (541)961-7712 Cell:	Email: N/A Phone: N/A Cell: N/A	Salesperson: RYAN CHURCH Deal Number: 58696

THIS BUYER'S ORDER IS FOR THE FOLLOWING NEW USED CAR TRUCK TO BE DELIVERED ON OR ABOUT 10/31/2023

Year	Make	Model	Type	Trim	Color	Mileage	Stock #
2023	FORD	F-250	SUPER CAB	GREY VINYL	OXFORD WHI		F15174

TRADE IN RECORD 1

YR: 2011 MAKE: FORD MODEL: F-350 TYPE: SUPER CAB
 COLOR: WHITE TRIM: GREY MILEAGE: _____
 VIN: 1FT8X3A69BE875890
 TITLE NO. _____ PLATE NO. _____ EXP. DATE _____
 OWNER: CITY OF TOLEDO LOAN # _____
 LIENHOLDER _____ PHONE _____
 ADDRESS _____ SPOKE WITH _____
 AMOUNT: N/A GOOD TILL _____ VERIFIED BY _____

VIN: 1FT7X2BT8PED77699

TRADE IN RECORD 2

YR: N/A MAKE: N/A MODEL: N/A TYPE: N/A
 COLOR: N/A TRIM: N/A MILEAGE: N/A
 VIN: N/A
 TITLE NO. N/A PLATE NO. N/A EXP. DATE N/A
 OWNER: N/A LOAN # N/A
 LIENHOLDER N/A PHONE N/A
 ADDRESS N/A SPOKE WITH N/A
 AMOUNT: N/A GOOD TILL N/A VERIFIED BY N/A

ITEMIZATION OF PURCHASE

Cash Price of Vehicle	\$ 60891.75
SOLD AS IS, EQUIPPED, NO WARRANTY IMPLIED, AFTER PROMOS/INCENTIVES	
EST. CORPORATE ACTIVITY TAX	243.57
PRIVILEGE TAX	302.96
1. Total Price	\$ 61138.28
2. Other Charges	
a. License/Registration Fee	\$ N/A
b. Title Fee	\$ N/A
c. DEQ Certification Fee	\$ N/A
d. Electronic Filing Fee	\$ N/A
e. Title & Registration Processing Fee	\$ N/A
f. Service Contract Fee	\$ N/A
g. _____	\$ _____
h. _____	\$ _____
Total Other Charges (Add 2a through 2h)	\$ N/A
3. Downpayment:	
a. Cash Downpayment	\$ N/A
b. One deferred downpayment (pickup pymt) due N/A	\$ N/A
c. Trade In: \$ 16800.00	
Less Payoff \$ N/A	Net \$ 16800.00
Total Down (a + b + c)	\$ 16800.00
d. Trade In: \$ N/A	
Less Payoff \$ N/A	Net \$ N/A
Total Down (a + b + c + d)	\$ 16800.00
4. Unpaid balance of cash sale price (1 + 2 minus 3)	\$ 44338.28
To be paid	

COLLISION COVERAGE

NAME OF AGENT _____ PHONE _____
 ADDRESS _____
 POLICY NUMBER _____ COLLISION DEDUCTIBLE _____
 INSURANCE CO. _____ SPOKE WITH _____
 EFFECTIVE DATE _____ EXP. DATE _____ VERIFIED BY _____

WARRANTY INFORMATION

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S. ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCTS.

UNLESS THE DEALER MAKES A WRITTEN WARRANTY ON ITS OWN BEHALF, OR ENTERS INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT, THIS VEHICLE IS SOLD "AS-IS" AND "WITH ALL FAULTS." THE DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ON THE VEHICLE, AND THERE WILL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT THE MANUFACTURER OR SUPPLIER MAY PROVIDE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE IS WITH THE BUYER. BUYER ACKNOWLEDGES THAT IF THE VEHICLE PROVES DEFECTIVE AFTER PURCHASE, THE BUYER AND NOT THE MANUFACTURER, DISTRIBUTOR OR RETAILER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

LIMITATION OF DAMAGES: DEALER SHALL NOT BE LIABLE TO BUYER FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES. DEALER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO BUYER'S PERSONAL PROPERTY LEFT IN THE VEHICLE OR IN BUYER'S TRADE-IN.

OPTIONAL ELECTRONIC FILING FEE

For a fee of \$ N/A, paid by you to the Dealer, this dealership will electronically file your vehicle title application, vehicle registration and other Oregon DMV documentation required to transfer ownership of the vehicle identified in this Buyer's Order. The receipt of non-customized Oregon license plates may be expedited if you opt for the dealer to apply electronically. This is an optional service that you can decline.

ACCEPTS (INITIAL) _____ DECLINES (INITIAL) _____

For your protection, request a receipt for all payments you make.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative.

If Buyer is buying this Vehicle in a credit sale transaction evidenced by a retail installment sale contract, this Agreement is binding when the retail installment contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment contract executed by Buyer and Dealer based on this Agreement on the terms as submitted. See paragraph 10 on the other side of this Agreement, which shall survive the termination of this agreement for any reason.

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises; together with any retail installment sale contract the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that Buyer has read and agrees to its terms and has received a true copy of this Agreement.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs _____ Co-Buyer Signs _____

BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS A HOLD CHECK AGREEMENT. Insert terms and conditions of Hold Check Agreement below (For dealer use only):

BUYER SIGNS DATE 10/31/2023

CO-BUYER SIGNS N/A DATE N/A

MANAGER'S APPROVAL
(Must Be Accepted By An Authorized Representative of the Dealer)

X _____ DATE 10/31/2023

10/18/23

City of Toledo
Administration Office -

OCT 23 2023

I thank you so much for the check for \$300.-
We are using it to help us buy childrens books, that
will be used - handed out - on Halloween to the
children who will be attending Toledo
Trick of Treat on Main Street.

I thank you again.

Marlynn Manning
Manager of Methodist Thrift Shop.

Accounts Payable

To Be Paid Proof List

User: jelmore
 Printed: 10/11/2023 - 9:17AM
 Batch: 00002.10.2023 - 10/05/2023



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
Also									
alsco									
LPOR3071826	9/6/2023	38.96	0.00	10/06/2023				No	0
011-110-608100 Contract & Other Services				mats, towels, coveralls					
LPOR3071826 Total:		38.96							
LPOR3071829	9/6/2023	77.24	0.00	10/06/2023				No	0
013-130-608100 Contract & Other Services				mats, towels					
LPOR3071829 Total:		77.24							
LPOR3074856	9/13/2023	43.96	0.00	10/06/2023				No	0
011-110-608100 Contract & Other Services				mats, towels, coveralls					
LPOR3074856 Total:		43.96							
LPOR3074859	9/13/2023	47.96	0.00	10/06/2023				No	0
012-120-608100 Contract & Other Services				mats					
LPOR3074859 Total:		47.96							
LPOR3078196	9/20/2023	43.96	0.00	10/06/2023				No	0
011-110-608100 Contract & Other Services				mats, towels, coveralls					
LPOR3078196 Total:		43.96							
LPOR3078199	9/20/2023	77.24	0.00	10/06/2023				No	0
013-130-608100 Contract & Other Services				mats, towels					
LPOR3078199 Total:		77.24							
LPOR3081579	9/27/2023	43.96	0.00	10/06/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
011-110-608100 Contract & Other Services				mats, towels, coveralls					
	LPOR3081579 Total:	43.96							
LPOR3081582	9/27/2023	47.96	0.00	10/06/2023				No	0
012-120-608100 Contract & Other Services				mats					
	LPOR3081582 Total:	47.96							
	AlSCO Total:	421.24							
Baker & Taylor, LLC									
bakta									
2037811194	9/22/2023	115.80	0.00	10/06/2023				No	0
001-700-603500 Books & Materials				Books					
	2037811194 Total:	115.80							
H6626161	9/21/2023	22.19	0.00	10/06/2023				No	0
001-700-603500 Books & Materials				Books					
	H6626161 Total:	22.19							
H66261660	9/21/2023	11.08	0.00	10/06/2023				No	0
001-700-603500 Books & Materials				Books					
	H66261660 Total:	11.08							
H66367250	9/28/2023	22.19	0.00	10/06/2023				No	0
001-700-603500 Books & Materials				Books					
	H66367250 Total:	22.19							
T24214190	9/21/2023	22.19	0.00	10/06/2023				No	0
001-700-603500 Books & Materials				Books					
	T24214190 Total:	22.19							
T24219590	9/29/2023	11.09	0.00	10/06/2023				No	0
001-700-603500 Books & Materials				Books					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	T24219590 Total:	11.09							
	Baker & Taylor, LLC Total	204.54							
Barrelhead Supply, Inc.									
barsu									
338885	9/19/2023	59.99	0.00	10/06/2023				No	0
	001-650-608000 Supplies			shop tools					
	338885 Total:	59.99							
339026	9/25/2023	88.53	0.00	10/06/2023				No	0
	012-120-608000 Supplies			Plumbing					
	339026 Total:	88.53							
	Barrelhead Supply, Inc. To	148.52							
Barrett Business Services, Inc									
barbu									
3247388	9/22/2023	386.40	0.00	10/06/2023				No	0
	001-100-608100 Contract & Other Services			Temp					
	3247388 Total:	386.40							
3247892	9/29/2023	338.10	0.00	10/06/2023				No	0
	001-100-608100 Contract & Other Services			Temp					
	3247892 Total:	338.10							
	Barrett Business Services,	724.50							
Beelart, Colleen									
beeem									
116	9/19/2023	50.00	0.00	10/06/2023				No	0
	001-400-608000 Supplies			embroidery					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	116 Total:	50.00							
	Beelart, Colleen Total:	50.00							
Best Pots, Inc.									
bespo									
A-515147	9/30/2023	128.00	0.00	10/06/2023				No	0
	001-650-608100 Contract & Other Services				Skate park				
	A-515147 Total:	128.00							
A-515196	9/30/2023	185.00	0.00	10/06/2023				No	0
	001-650-608100 Contract & Other Services				memorial field				
	A-515196 Total:	185.00							
A-515218	9/30/2023	185.00	0.00	10/06/2023				No	0
	001-650-608100 Contract & Other Services				east slope				
	A-515218 Total:	185.00							
	Best Pots, Inc. Total:	498.00							
Brenntag Pacific, Inc.									
brepa									
BPI377040	9/28/2023	2,429.00	0.00	10/06/2023				No	0
	012-120-608000 Supplies				soda ash				
	BPI377040 Total:	2,429.00							
	Brenntag Pacific, Inc. Tota	2,429.00							
Brown, Justin									
broju									
10.9.2023	10/9/2023	131.90	0.00	10/06/2023				No	0
	001-100-600600 Travel & Training				mileage & parking reimbursement-Eugene conference				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

10.9.2023 Total:	131.90
------------------	--------

Brown, Justin Total:	131.90
----------------------	--------

CenturyLink centl ***	10/5/2023	46.77	0.00	10/06/2023				No	0
001-400-600220 Communication Services					phone, alarms, internet				
***	10/5/2023	94.99	0.00	10/06/2023				No	0
012-120-600220 Communication Services					phone, alarms, internet				
***	10/5/2023	94.99	0.00	10/06/2023				No	0
013-130-600220 Communication Services					phone, alarms, internet				
***	10/5/2023	60.97	0.00	10/06/2023				No	0
011-110-600250 Alarms					phone, alarms, internet				
Total:		297.72							
CenturyLink Total:		297.72							

Copeland Lumber Yards, Inc. coplu *** 2309-010772	9/29/2023	135.91	0.00	10/06/2023				No	0
001-650-608000 Supplies					ladder				
*** 2309-010772	9/29/2023	135.91	0.00	10/06/2023				No	0
011-110-608000 Supplies					ladder				
*** 2309-010772	9/29/2023	135.92	0.00	10/06/2023				No	0
012-125-608000 Supplies					ladder				
*** 2309-010772	9/29/2023	135.92	0.00	10/06/2023				No	0
013-135-608000 Supplies					ladder				
2309-010772 Total:		543.66							
Copeland Lumber Yards, In		543.66							

Corporate Payment Systems

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
corpa ***	8/25/2023	19.00	0.00	10/06/2023				No	0
011-110-608000 Supplies ***	8/25/2023	19.00	0.00	10/06/2023	Ebay-tool cover			No	0
012-125-608000 Supplies ***	8/25/2023	19.00	0.00	10/06/2023	Ebay-tool cover			No	0
013-135-608000 Supplies ***	8/31/2023	291.20	0.00	10/06/2023	Ebay-tool cover			No	0
012-120-608100 Contract & Other Services ***	8/31/2023	6.70	0.00	10/06/2023	DEQ-waste water cert-Spang			No	0
012-120-608100 Contract & Other Services ***	9/7/2023	136.50	0.00	10/06/2023	DEQ-waste water cert service fee-Spang			No	0
011-110-608100 Contract & Other Services ***	8/30/2023	72.36	0.00	10/06/2023	DMV-license plates & registration for truck 2301			No	0
001-100-608000 Supplies ***	9/18/2023	20.25	0.00	10/06/2023	Amazon-utility cart			No	0
001-400-608100 Contract & Other Services ***	9/19/2023	19.98	0.00	10/06/2023	UPS-PD shipping Inv #R363			No	0
001-900-600150 Data Processing Support ***	9/19/2023	15.97	0.00	10/06/2023	Crashplan-offsite backup fee			No	0
001-100-608000 Supplies ***	9/22/2023	2,265.50	0.00	10/06/2023	JC Market-paper plates & napkins for meeting			No	0
036-360-629000 City Hall Equipment ***	9/23/2023	39.99	0.00	10/06/2023	Nat Business Furniture-desk for finance dept			No	0
001-900-600150 Data Processing Support ***	8/31/2023	58.00	0.00	10/06/2023	GoDaddy-SSL service setup			No	0
001-100-608000 Supplies ***	9/2/2023	4.98	0.00	10/06/2023	Pac Digital-City Manager business cards			No	0
001-100-608000 Supplies ***	9/13/2023	6.98	0.00	10/06/2023	JC Market-ice for AOB event			No	0
001-100-608000 Supplies ***	9/13/2023	205.00	0.00	10/06/2023	McKays Market-candy for Cycle Oregon booth			No	0
001-100-608000 Supplies ***	9/19/2023	132.83	0.00	10/06/2023	Pac Digital-stickers for Cycle Oregon booth			No	0
001-900-603700 City Council ***	9/22/2023	211.20	0.00	10/06/2023	Cobblestone-Lunch for regional meeting with Governors of			No	0
001-100-600600 Travel & Training ***	9/7/2023	20.50	0.00	10/06/2023	Spirit Mountain-lodging for OAMR conference-Figueroa			No	0
001-400-600600 Travel & Training					AHA-CPR training				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
***	9/14/2023	20.50	0.00	10/06/2023				No	0
001-400-600600					Travel & Training	001-400-600600			
***	9/14/2023	235.00	0.00	10/06/2023	AHA-CPR training			No	0
001-400-600600					Travel & Training	001-400-600600			
***	8/28/2023	55.00	0.00	10/06/2023	Paypal-Code Enforcement conference fee-Bush			No	0
001-400-601500					Gas, Oil & Tires	001-400-601500			
***	8/30/2023	17.00	0.00	10/06/2023	Towne Pump-fuel			No	0
001-400-600600					Travel & Training	001-400-600600			
***	8/31/2023	20.00	0.00	10/06/2023	Twisted Fish Steakhouse-training lunch-Pace			No	0
001-400-600600					Travel & Training	001-400-600600			
***	8/30/2023	34.00	0.00	10/06/2023	Times Theater-training lunch-Pace			No	0
001-400-600600					Travel & Training	001-400-600600			
***	8/30/2023	17.00	0.00	10/06/2023	Nonni's-training dinner-Pace			No	0
001-400-600600					Travel & Training	001-400-600600			
***	9/2/2023	25.28	0.00	10/06/2023	Pig N Pancake-training breakfast-Pace			No	0
001-400-608000					Supplies	001-400-608000			
***	8/31/2023	19.50	0.00	10/06/2023	Chef Store- popcorn supplies for movie @ park			No	0
001-400-600600					Travel & Training	001-400-600600			
***	8/31/2023	666.00	0.00	10/06/2023	Pig N Pancake-training breakfast-Pace			No	0
001-400-600600					Travel & Training	001-400-600600			
***	8/30/2023	30.00	0.00	10/06/2023	Kathryn Riverfront Inn-lodging for training-Pace			No	0
001-400-600600					Travel & Training	001-400-600600			
***	8/23/2023	14.13	0.00	10/06/2023	Finns Fish house-training dinner-Pace			No	0
001-400-607500					Special Purchases	001-400-607500			
***	8/31/2023	5.01	0.00	10/06/2023	Amazon-uniform shirt			No	0
001-400-600100					Office Supplies	001-400-600100			
***	9/2/2023	58.66	0.00	10/06/2023	USPS-mailing			No	0
001-400-607500					Special Purchases	001-400-607500			
***	9/2/2023	34.46	0.00	10/06/2023	Amazon-uniform			No	0
001-400-607500					Special Purchases	001-400-607500			
***	9/6/2023	234.89	0.00	10/06/2023	Amazon-uniform			No	0
001-400-608000					Supplies	001-400-608000			
***	9/11/2023	75.49	0.00	10/06/2023	Amazon-cancer month uniform shirts			No	0
001-400-608000					Supplies	001-400-608000			
***	9/11/2023	14.50	0.00	10/06/2023	Amazon-employee recognition item			No	0
001-400-600100					Office Supplies	001-400-600100			
***	9/11/2023	24.27	0.00	10/06/2023	Amazon-office supplies			No	0
001-400-600100					Office Supplies	001-400-600100			
***	9/15/2023	57.99	0.00	10/06/2023	Amazon-paper			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
001-400-608000 Supplies ***	9/17/2023	55.87	0.00	10/06/2023	Amazon-flag			No	0
001-400-600100 Office Supplies ***	9/19/2023	11.73	0.00	10/06/2023	Amazon-paper			No	0
001-400-600100 Office Supplies ***	9/21/2023	69.25	0.00	10/06/2023	Amazon-supplies			No	0
001-400-600350 Vehicle Maint & Repair ***	8/6/2023	50.05	0.00	10/06/2023	Amazon-tablet case			No	0
001-700-608000 Supplies ***	8/28/2023	148.86	0.00	10/06/2023	Flags unlimited-flag			No	0
001-700-603500 Books & Materials ***	8/28/2023	7.95	0.00	10/06/2023	Amazon-books			No	0
001-700-606500 Youth Program Support ***	8/28/2023	54.32	0.00	10/06/2023	Amazon-youth program supplies			No	0
001-700-600100 Office Supplies ***	9/1/2023	50.53	0.00	10/06/2023	Amazon-office supplies			No	0
001-700-603500 Books & Materials ***	9/1/2023	7.00	0.00	10/06/2023	Chicago Books and Journals			No	0
001-700-600100 Office Supplies ***	9/1/2023	50.00	0.00	10/06/2023	Lib Syn 162 with basic stats			No	0
001-700-600100 Office Supplies ***	9/5/2023	19.99	0.00	10/06/2023	Stamps.com-postage			No	0
001-700-600100 Office Supplies ***	9/7/2023	11.95	0.00	10/06/2023	Adobe subscription			No	0
001-700-608000 Supplies ***	9/7/2023	15.97	0.00	10/06/2023	Amazon-supplies			No	0
001-700-608000 Supplies ***	9/7/2023	44.42	0.00	10/06/2023	Amazon-supplies			No	0
001-700-603500 Books & Materials ***	9/7/2023	8.15	0.00	10/06/2023	Amazon-books			No	0
001-700-608000 Supplies ***	9/12/2023	16.54	0.00	10/06/2023	Amazon-supplies			No	0
001-700-603500 Books & Materials ***	9/14/2023	50.00	0.00	10/06/2023	Amazon-books			No	0
001-700-600100 Office Supplies ***	9/19/2023	39.26	0.00	10/06/2023	Stamps.com-postage			No	0
001-700-608000 Supplies ***	9/20/2023	50.00	0.00	10/06/2023	Staples-supplies			No	0
001-700-600100 Office Supplies					Stamps.com-postage				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
***	9/21/2023	19.99	0.00	10/06/2023				No	0
001-700-600100 Office Supplies				Stamps.com-postage fee					
***	9/21/2023	100.00	0.00	10/06/2023				No	0
001-700-600100 Office Supplies				Stamps.com-postage					
***	9/21/2023	146.81	0.00	10/06/2023				No	0
001-700-606500 Youth Program Support				OTC brands-teen program supplies					
	Total:	6,252.26							
	Corporate Payment System	6,252.26							
DRS Imaging Services, LLC									
daida									
202548	9/30/2023	1,094.50	0.00	10/06/2023				No	0
001-700-608100 Contract & Other Services				service agreement					
	202548 Total:	1,094.50							
	DRS Imaging Services, LL	1,094.50							
East Linc County Emergency Responders									
ELCER									
***	10/5/2023	4,833.33	0.00	10/06/2023				No	0
001-500-608150 Volunteer Program				Volunteer payment					
	Total:	4,833.33							
	East Linc County Emergen	4,833.33							
Ferguson #3011 Waterworks									
feren									
1182418	10/2/2023	251.04	0.00	10/06/2023				No	0
012-125-608000 Supplies				stock					
	1182418 Total:	251.04							
1187668-1	10/3/2023	145.56	0.00	10/06/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
012-125-608000 Supplies				stock					
	1187668-1 Total:	145.56							
1215250-1	9/28/2023	625.50	0.00	10/06/2023				No	0
012-125-600420 Systems Repair				supplies					
	1215250-1 Total:	625.50							
1215257-1	9/27/2023	181.84	0.00	10/06/2023				No	0
012-125-608000 Supplies				water distribution supplies					
	1215257-1 Total:	181.84							
1222703	9/11/2023	106.20	0.00	10/06/2023				No	0
012-125-608000 Supplies				registers					
	1222703 Total:	106.20							
1224683	9/22/2023	503.06	0.00	10/06/2023				No	0
012-125-608000 Supplies				water dist parks					
	1224683 Total:	503.06							
1224808	9/21/2023	167.10	0.00	10/06/2023				No	0
012-125-608000 Supplies				dist parks					
	1224808 Total:	167.10							
1224808-1	9/28/2023	18.40	0.00	10/06/2023				No	0
012-125-608000 Supplies				supplies					
	1224808-1 Total:	18.40							
1224932	9/21/2023	262.78	0.00	10/06/2023				No	0
012-125-608000 Supplies				water dist parks					
	1224932 Total:	262.78							
*** 1224932-1	9/28/2023	103.15	0.00	10/06/2023				No	0
012-125-608000 Supplies				supplies					
*** 1224932-1	9/28/2023	103.15	0.00	10/06/2023				No	0
012-125-600420 Systems Repair				supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
*** 1224932-1	9/28/2023	103.15	0.00	10/06/2023				No	0
013-135-600420 Systems Repair				supplies					
*** 1224932-1	9/28/2023	103.15	0.00	10/06/2023				No	0
013-135-608000 Supplies				supplies					
1224932-1 Total:		412.60							
1225642	9/27/2023	830.20	0.00	10/06/2023				No	0
012-125-600420 Systems Repair				SE 18th sewer					
1225642 Total:		830.20							
1226392	9/25/2023	543.23	0.00	10/06/2023				No	0
013-135-600420 Systems Repair				SE 18th sewer repair					
1226392 Total:		543.23							
12263964	9/26/2023	241.02	0.00	10/06/2023				No	0
013-135-600420 Systems Repair				SE 18th sewer					
12263964 Total:		241.02							
Ferguson #3011 Waterwork		4,288.53							
Greater Toledo Pool Recreation District greto									
***	10/5/2023	33,848.60	0.00	10/06/2023				No	0
001-900-631980 Greater Toledo Pool District				intergovernmental agreement					
Total:		33,848.60							
Greater Toledo Pool Recre		33,848.60							
Hibbard, Alisha alihuh									
0018	2/9/2023	420.00	0.00	10/06/2023				No	0
045-450-603500 Books & Materials				Mushroom painting					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	0018 Total:	420.00							
	Hibbard, Alisha Total:	420.00							
Industrial Welding Supply									
indwe									
00343800	9/30/2023	5.00	0.00	10/06/2023				No	0
011-110-608100 Contract & Other Services				Cylinder rental					
	00343800 Total:	5.00							
	Industrial Welding Supply	5.00							
Javelina Trading Company									
javtr									
*** 2308006	8/5/2023	105.20	0.00	10/06/2023				No	0
011-110-608000 Supplies				shop supplies					
*** 2308006	8/5/2023	105.20	0.00	10/06/2023				No	0
012-125-608000 Supplies				shop supplies					
*** 2308006	8/5/2023	105.20	0.00	10/06/2023				No	0
013-135-608000 Supplies				shop supplies					
*** 2308006	8/5/2023	105.21	0.00	10/06/2023				No	0
001-650-608000 Supplies				shop supplies					
	2308006 Total:	420.81							
	Javelina Trading Company	420.81							
Keuter, Katy									
katke									
***	9/7/2023	117.90	0.00	10/06/2023				No	0
001-100-608100 Contract & Other Services				mileage					
***	9/14/2023	117.90	0.00	10/06/2023				No	0
001-100-608100 Contract & Other Services				mileage					
***	9/21/2023	117.90	0.00	10/06/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
001-100-608100 Contract & Other Services ***	9/28/2023	117.90	0.00	10/06/2023	mileage			No	0
001-100-608100 Contract & Other Services					mileage				
	Total:	471.60							
	Keuter, Katy Total:	471.60							
League of Oregon Cities leor									
2023-R21307-4	10/4/2023	425.00	0.00	10/06/2023				No	0
001-100-600600 Travel & Training					conference				
	2023-R21307-4 Total:	425.00							
R21300	10/3/2023	620.00	0.00	10/06/2023				No	0
001-900-603700 City Council					conference, workshop				
	R21300 Total:	620.00							
	League of Oregon Cities To	1,045.00							
Lincoln County Historical Soc lchis									
***	9/8/2023	500.00	0.00	09/08/2023				No	0
001-900-603975 Contributions					contribution				
	Total:	500.00							
	Lincoln County Historical	500.00							
Lincoln County Solid Waste Consortium lince									
***	10/10/2023	332.75	0.00	10/06/2023				No	0
031-310-608100 Contract & Other Services					soild waste				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Total:	332.75							
	Lincoln County Solid Wast	332.75							
Linn Benton Tractor linnb									
107274	9/29/2023	62.00	0.00	10/06/2023				No	0
011-110-608000 Supplies				keys					
	107274 Total:	62.00							
	Linn Benton Tractor Total:	62.00							
Marsh, Denyse marde									
***	6/15/2023	9.27	0.00	10/06/2023				No	0
001-700-606500 Youth Program Support				storytime supplies					
***	6/20/2023	8.07	0.00	10/06/2023				No	0
001-700-606500 Youth Program Support				tween book club					
***	8/27/2023	13.47	0.00	10/06/2023				No	0
001-700-606500 Youth Program Support				tween books clun rocket					
***	8/30/2023	19.32	0.00	10/06/2023				No	0
001-700-606500 Youth Program Support				tween books club					
	Total:	50.13							
	Marsh, Denyse Total:	50.13							
Moonlight BPO LLC moobpo									
*** 136609	9/28/2028	16.87	0.00	10/06/2023				No	0
012-120-600150 Data Processing Support				billing					
*** 136609	9/28/2028	16.87	0.00	10/06/2023				No	0
012-125-600150 Data Processing Support				billing					
*** 136609	9/28/2028	16.88	0.00	10/06/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
013-130-600150 Data Processing Support *** 136609	9/28/2028	16.88	0.00	10/06/2023	billing			No	0
013-135-600150 Data Processing Support				billing					
136609 Total:		67.50							
*** 136610	9/28/2028	272.82	0.00	10/06/2023	billing			No	0
012-120-600150 Data Processing Support *** 136610	9/28/2028	272.82	0.00	10/06/2023	billing			No	0
012-125-600150 Data Processing Support *** 136610	9/28/2028	272.82	0.00	10/06/2023	billing			No	0
013-130-600150 Data Processing Support *** 136610	9/28/2028	272.83	0.00	10/06/2023	billing			No	0
013-135-600150 Data Processing Support				billing					
136610 Total:		1,091.29							
*** 136681	9/30/2023	171.56	0.00	10/06/2023	billing inserts			No	0
012-120-600150 Data Processing Support *** 136681	9/30/2023	171.56	0.00	10/06/2023	billing inserts			No	0
012-125-600150 Data Processing Support *** 136681	9/30/2023	171.56	0.00	10/06/2023	billing inserts			No	0
013-130-600150 Data Processing Support *** 136681	9/30/2023	171.57	0.00	10/06/2023	billing inserts			No	0
013-135-600150 Data Processing Support				billing inserts					
136681 Total:		686.25							
Moonlight BPO LLC Total		1,845.04							
Newport Ace Hardware & Outdoor newac									
180015	9/8/2023	202.80	0.00	10/06/2023	tank			No	0
011-110-608000 Supplies									
180015 Total:		202.80							
182676	9/15/2023	62.98	0.00	10/06/2023	gloves, earmuffs			No	0
012-120-608000 Supplies									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	182676 Total:	62.98							
	Newport Ace Hardware &	265.78							
Newport Rental Service									
newre									
159222	10/3/2023	31.36	0.00	10/06/2023				No	0
	011-110-600420 Systems Repair			SE 18th repair					
	159222 Total:	31.36							
	Newport Rental Service To	31.36							
One Call Concepts, Inc.									
oneca									
*** 3090497	9/30/2023	13.30	0.00	10/06/2023				No	0
	012-125-608100 Contract & Other Services			tickets					
*** 3090497	9/30/2023	13.30	0.00	10/06/2023				No	0
	013-135-608100 Contract & Other Services			tickets					
	3090497 Total:	26.60							
	One Call Concepts, Inc. To	26.60							
Oregon Cascades West Council of Governments									
cougo									
AR2400108	9/30/2023	4,730.00	0.00	10/06/2023				No	0
	001-100-608100 Contract & Other Services			planning services					
	AR2400108 Total:	4,730.00							
	Oregon Cascades West Cou	4,730.00							

Oregon Meter Repair & Water Solutions, LLC

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
ormet *** 1142	10/1/2023	250.00	0.00	10/06/2023				No	0
012-125-600420 Systems Repair				consulting					
*** 1142	10/1/2023	2,000.00	0.00	10/06/2023				No	0
012-125-608100 Contract & Other Services				DRC					
1142 Total:		2,250.00							
Oregon Meter Repair & W		2,250.00							
Peterson, Justin juspe									
***	9/6/2023	72.05	0.00	10/06/2023				No	0
001-100-608100 Contract & Other Services				milage					
***	9/13/2023	72.05	0.00	10/06/2023				No	0
001-100-608100 Contract & Other Services				mileage					
***	9/20/2023	72.05	0.00	10/06/2023				No	0
001-100-608100 Contract & Other Services				mileage					
Total:		216.15							
Peterson, Justin Total:		216.15							
Police Legal Sciences polle									
12082	9/27/2023	960.00	0.00	10/06/2023				No	0
034-340-608100 Contract & Other Services				Dispatch Pro 16					
12082 Total:		960.00							
Police Legal Sciences Tota		960.00							
Poole, Arnold arnpo									
***	10/3/2023	500.00	0.00	10/06/2023				No	0
001-800-608100 Contract & Other Services				Judge					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Total:	500.00							
	Poole, Arnold Total:	500.00							
Rachael Maddock-Hughes									
seqco									
214	10/3/2023	2,950.00	0.00	10/06/2023				No	0
001-100-608100 Contract & Other Services				Consulting services					
	214 Total:	2,950.00							
	Rachael Maddock-Hughes	2,950.00							
Road & Driveway Co., Inc.									
roadr									
0029808-N	9/22/2023	678.47	0.00	10/06/2023				No	0
011-110-600420 Systems Repair				Hmac					
	0029808-N Total:	678.47							
0029820-N	9/22/2023	11,192.64	0.00	10/06/2023				No	0
011-110-620520 Systems				Coulson Lane Paving					
	0029820-N Total:	11,192.64							
	Road & Driveway Co., Inc	11,871.11							
Rogers, Kristine									
rogk									
	9/22/2023	100.00	0.00	10/06/2023				No	0
001-700-608100 Contract & Other Services				puppet show					
	Total:	100.00							
	Rogers, Kristine Total:	100.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Springbrook Holding Company LLC									
spsof									
*** INV-014758	10/6/2023	394.00	0.00	10/06/2023				No	0
012-125-600100 Office Supplies				Civic pay transaction fees					
*** INV-014758	10/6/2023	394.00	0.00	10/06/2023				No	0
013-135-600100 Office Supplies				Civic pay transaction fees					
	INV-014758 Total:	788.00							
	Springbrook Holding Com	788.00							
Table Mountain Forestry, LLC									
tabmo									
*** 2023401	10/4/2023	453.50	0.00	10/06/2023				No	0
011-110-600420 Systems Repair				Rock					
*** 2023401	10/4/2023	453.50	0.00	10/06/2023				No	0
013-135-600420 Systems Repair				Rock					
*** 2023401	10/4/2023	453.50	0.00	10/06/2023				No	0
012-125-600420 Systems Repair				Rock					
	2023401 Total:	1,360.50							
	Table Mountain Forestry, L	1,360.50							
The Automation Group									
autgr									
J000985	9/20/2023	53,223.60	0.00	10/06/2023				No	0
041-410-620500 Equipment				WTP generator					
	J000985 Total:	53,223.60							
	The Automation Group Tot	53,223.60							

Toledo Ace Hardware
tolac

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
***	9/30/2023	63.09	0.00	10/06/2023				No	0
011-110-608000 Supplies				hardware, tool					
***	9/30/2023	90.45	0.00	10/06/2023				No	0
012-125-600420 Systems Repair				hardware, tool, tape, adapters					
***	9/30/2023	39.99	0.00	10/06/2023				No	0
011-110-600420 Systems Repair				tamper tool					
***	9/30/2023	0.99	0.00	10/06/2023				No	0
001-900-608000 Supplies				key for PD					
***	9/30/2023	9.50	0.00	10/06/2023				No	0
012-120-608000 Supplies				poly tube					
***	9/30/2023	44.97	0.00	10/06/2023				No	0
001-650-608000 Supplies				hardware, chisels					
***	9/30/2023	83.57	0.00	10/06/2023				No	0
013-130-600400 Facility Needs				hose mender					
***	9/30/2023	63.46	0.00	10/06/2023				No	0
001-650-600400 Facility Needs				landscape fabric, hardware, paint					
	Total:	<u>396.02</u>							
	Toledo Ace Hardware Tota	<u>396.02</u>							
Traffic Safety Supply Co.									
trasa									
INV063643	9/28/2023	238.68	0.00	10/06/2023				No	0
011-110-608000 Supplies				cot signs					
	INV063643 Total:	<u>238.68</u>							
	Traffic Safety Supply Co. T	<u>238.68</u>							
USA Today									
usato									
***	10/10/2023	397.68	0.00	10/06/2023				No	0
001-700-603500 Books & Materials				Books					
	Total:	<u>397.68</u>							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	USA Today Total:	<u>397.68</u>							
Vaughn, Molly vaumo ***	9/24/2023	82.53	0.00	10/06/2023				No	0
001-400-600600 Travel & Training				training mileage					
***	9/29/2023	82.53	0.00	10/06/2023				No	0
001-400-600600 Travel & Training				training mileage					
	Total:	<u>165.06</u>							
	Vaughn, Molly Total:	<u>165.06</u>							
Yaquina Bay Economic Foundation yaqef									
10.5.2023	10/5/2023	200.00	0.00	10/06/2023				No	0
001-900-600700 Membership & Subscription				Annual dues					
	10.5.2023 Total:	<u>200.00</u>							
	Yaquina Bay Economic Fo	<u>200.00</u>							
	Report Total:	<u><u>141,589.17</u></u>							