



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
February 7, 2024

Virtual Meeting: The City Council will hold the meeting for the City Council and staff in person as well as through the Zoom video meeting platform. The public is encouraged to attend the meeting electronically. Visit the meetings page on the city website for 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 – Oregon State University community garden update – Heather Thomas
State of the City address – Mayor Cross
- 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 of the regular meeting held November 1, 2023
 - Approve addendum to agreement with Oregon State University for a community garden
- 5. Discussion Items**
 - Consideration of Council representatives for a Task Force committee to amend the City Charter
- 6. Decision Items**
 - Ordinance No. 1419, an ordinance of the Toledo City Council amending Ordinance No. 1231 (1995) and Toledo Municipal Code; Title 5; Chapter 5.04, Business Licenses Generally; repealing Chapter 5.08, Pinball Machines and Similar Devices
 - Resolution No. 1542, a resolution calling a measure election to submit to the Electors of the city the question of contracting a General Obligation Bonded Indebtedness in an aggregate principal amount not to exceed \$2,650,000 to finance capital costs; declaring intent to reimburse expenditures; and related matters
 - Adopt City Council goals for Fiscal Year 2024-2025
 - Contract for Personal Services to provide consulting on the Pool and Recreation Center Project

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

- Approval of a contract with Road and Driveway and an expenditure up to \$51,000 to perform street improvements on SE 10th St.
- Approval of a contract with Road & Driveway and an expenditure up to \$25,000 for street improvements at Butler Bridge Road crossing
- Termination of Agreements with the Lincoln County School District for the use and lease of Memorial Field
- Declaration of Property Line Adjustment and Statutory Warranty Deed, with access easement, and direct staff to finalize the settlement with Toledo Cemetery Association

7. Reports and Comments

- Committee updates

8. Adjournment

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

**Toledo
State of the City
2024**

Our town has been through many events these last 13 months, from the joy of over 20,000 people enjoying the return of the “Best Fireworks in Oregon” to the challenges of a snow storm and an ice storm! All of these events had one common denominator: the wonderful citizens of Toledo!

We came together to resurrect Summer Festival, expand the Wooden Boat Show, grow Art, Oysters, and Brews and Chalk the Block, and most importantly, we came together to help our neighbors in their times of need!

Here at the City, our staff has done some amazing things that you might not be aware of. Public Works continued to improve our raw water system by laying over 5100 feet of new line on the Mill Creek Reservoir feed line, continued the upgrades to our wastewater collection system by reducing inflow and infiltration by replacing outdated pipes and lining manholes to seal them up, and most notably during the recent long-term power outage in Siletz, installed a new backup generator that performed its task and we never lost any water production!

Our Police Department has continued to recruit new officers and dispatch personnel to better serve our citizens. Toledo was the first Law Enforcement Agency in Lincoln County to wear body cams and now they are the only dual accredited force in our area!

Our Fire department continues to raise the bar for all other Volunteer Fire Departments! Over 41 certified volunteers serve, which is more than the other county agencies combined! These professional volunteers responded to over 1000 calls last year, and did not miss a beat!

The Toledo Library continues to be a beacon for our citizen’s lifelong learning! Over 1,000 youth alone have been served by not just our wonderful Children’s Programming, but also in learning about murals, foraging, and other collaborations with experts around the County! The Adult population services have been greatly enhanced with new features to the website, more technology services, including wifi hotspots and laptop loaners, and individual instruction. By the way, if you think paper books have gone away, circulation last year almost doubled!

Planning probably sounds boring, but they were busy! Our Comprehensive Plan was completed and adopted, with a few more updates to come this year. They secured funding for the now almost completed Arcadia Park bathrooms, and for a new pedestrian signal and crossing at Toledo Elementary School. They took on and completed the arduous task of updating our code to meet the State's requirements with regards to the Homeless. We also celebrated our 30th Year as "Tree City USA"!

Our Recorder's Office continues to find new ways to improve and make sure information is getting out to you. The City Website and Facebook Page are routinely updated to provide you with current information on what's going on and actions by your Council. This office has been the Facilitator of the moving of Art Toledo to a true Non Profit entity.

The Finance Department has continued to improve and modernize our capabilities, which will allow us to better serve you in the coming years. They oversaw another clean Audit with the State, continuing this City's stellar performance over decades in this regard.

The Administration of Toledo continued its stellar efforts, even while passing the torch from former City Manager Judy Richter to our current CM, Doug Wiggins. Team building, accountability, and "getting things done" have been a hallmark of this government for the last several years, and we are continuing with those ideals.

Your City Council has continued to work for you and bring forth ideas and solutions that conform with the law, but also fit our community. Early last year we updated our Animal Code to reflect the rural nature of our community without sacrificing safety or accountability. After the tragedy of the Toledo Hotel, we took it upon ourselves to try and ensure that we would not have a repeat of that scenario. We began early last year on the crafting of a "livability" ordinance for the City. Last month after several public meetings and changes to the document, we passed it. This is a document, that as situations arise, it will allow landlords and tenants to better work together for the benefit of both.

The City Councilors are also the Directors of our Urban Renewal Agency. Last year, we allotted \$50,000 for facade and equipment upgrades for businesses within the Urban Renewal District and have built a

relationship to work with the Greater Toledo Pool and Recreation District to upgrade the pool and build a Community Center to include an Indoor Activity Center. The desire is to have groundbreaking on this project in fall of 2024.

Moving into 2024, our departments have very busy days ahead. Public Works has a rebuild of Fir Street and many upgrades to our water and wastewater systems in the queue. Your Fire Department is looking to improve and increase training opportunities by continuing to upgrade their training center next to the Wastewater Treatment Plant. The Police Department will continue to bring operations up to full staffing and continue to upgrade and increase our technology level. Our Library is looking to increase our ability to serve our bilingual citizens. We are hiring for a part-time specialist to help in this area. Planning continues to facilitate growth and development here, and part of that will be a public process to develop a Parks Master Plan that we will need your input on!

As most of you know, I love this City, its people and surrounding area! I could go on for hours relaying information and bragging on all of you.

One last item to look forward to: we will soon have our own Community Information radio station up and running! We will have updates on projects, programs and items of local interest on a broadcast loop. We will also use this method to be able to reach out in a timely manner to inform you of any emergency information as it arises.

Thank you for this opportunity to share, and I know I am looking forward to see what opportunities and challenges 2024 brings!

**TOLEDO CITY COUNCIL
REGULAR MEETING
November 1, 2023**

1. CALL TO ORDER

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

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

Staff present: City Manager (CM) Doug Wiggins, City Recorder (CR) Lisa Figueroa, City Attorney (CA) Mike Adams, Finance Director/Assistant City Manager (ACM) Amanda Carey, Police Chief (PC) Michael Pace, Code Enforcement Officer (CO) Ron Bush

2. PROCLAMATIONS/PRESENTATIONS

Presentation – Homelessness Strategic Plan; Ernest Stephens, CEO of Morant McLeod

The presentation was delayed to later in the meeting while the Council waited for Mr. Stephens to arrive.

3. VISITORS/PUBLIC COMMENT

There were no comments.

4. CONSENT AGENDA

Minutes from the work session held May 24, 2023

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

5. DISCUSSION ITEMS

Draft Ordinance; amending the Toledo Municipal Code and creating a Toledo Livability Code

CA Adams presented the council report. He indicated this is a follow up discussion and the ordinance regulates exterior conditions of all residential and non-residential structures as well as interior conditions of landlord/rental structures. He said it also incorporates recreational vehicles (RV). He reviewed the definitions and noted RVs are excluded from City owned properties but can park on other areas, with the requirement they must move every 24 hours. He referenced the list of applicable regulated areas in the council report. The Council commented on the likelihood of individuals complaining about neighbors [civil matters] and questioned whether there could be a way to mitigate those kind of complaints or require an initial conversation between neighbors prior to City involvement. For the sake of the new Council members, there was discussion in

1 regards to how the ordinance was developed and came before the Council. CA Adams indicated
2 the original ordinance was copied from the City of Corvallis. The Council debated about how the
3 regulations would impact both the renter and the landlord. It was noted there are examples in town
4 currently where a landlord raises the tenant’s rent but refuses to repair amenities such as heat or
5 leaky buildings that make a unit habitable. The Council reviewed the ordinance and discussion
6 included the following:

- 7 • There was discussion in regards to ‘decorative features’ and it was noted that was included
8 because it could become a safety hazard.
- 9 • Reference to page 23 of the packet Section 21, 8.24.240(B) and the Council asked for
10 clarification of that statement because it could be misinterpreted.
- 11 • Section 28, 8.24.270(F) on page 27 of the packet and the Council suggested it include a
12 statement to indicate unless weather conditions necessitate using the tarp for a longer
13 duration to keep the structure dry.
- 14 • Section 29, 8.24.280(F) regarding thickets; the Council preferred it be addressed as
15 defensible space instead of a livability issue.
- 16 • Section 29, 8.24.280(G)(5) it was suggested to limit this restriction to a health and safety
17 issue such as if the materials becomes a nuisance.
- 18 • Section 39, 8.24.380(C) The Council inquired if 9% as referenced is the standard rate and
19 CA Adams replied the master fees adopted by resolution of the Council includes that catch-
20 all percentage.

21
22 The Council expressed concern that the ordinance would not be weaponized in any way. There
23 was discussion to add a better definition for the term “junk”. The Council discussed various
24 scenarios to understand at what point in the process a landlord or tenant would be able to submit a
25 complaint to the City as outlined in the proposed ordinance. CM Wiggins noted the proposed
26 ordinance does include a section identifying tenant and landlord responsibilities.

27
28 The Council discussed how penalties should be imposed and considered liens against the property
29 and deliberated on the unfairness of property owners receiving the penalties for the acts of the
30 tenants.

31
32 CO Bush said many of the problematic properties are owned by individuals who live out of state
33 or banks who show no interest in resolving the issues/nuisances. He said the livability code is
34 needed in the City.

35
36 CM Wiggins encouraged the Council to not pass the ordinance in one sitting so as to allow more
37 public participation.

38
39 **Presentation – Homelessness Strategic Plan; Ernest Stephens, CEO of Morant McLeod**

40 Ernest Stephens of Morant McLeod addressed the Council and provided a presentation. He
41 reviewed the timeline of the Lincoln County Homelessness Advisory Board’s process. He
42 indicated they conducted a study that included data from the School district and surveyed several
43 the residential communities and found there were approximately 2,090 unhoused individuals in
44 the County in 2023. CM Wiggins questioned whether the estimate includes transient individuals
45 and Mayor Cross responded the number could increase to 3,000 or higher during the summer.

1 Mr. Stephens said they interviewed people between the ages of 19 and 72. He said on average,
2 people have been without fulltime/gainful employment for two years and eight months and on
3 average have been without fulltime housing for three years and seven months. He said 66.8% of
4 the unhoused community is aware of local support services, 40% of that population has received
5 housing services and 48% had difficulty in receiving housing services. He said in comparison to
6 the housed population, over 66% of the unhoused population have three or more serious health
7 concerns. He said the education profiles were similar between the two populations. He reported
8 the housing stock is down and housing prices have increased. He indicated one and two bedroom
9 homes in Lincoln County are affordable compared to neighboring areas but three bedroom homes
10 are not affordable. He said there are seven categories [of services] or a spectrum of phases that
11 lead people from being completely unhoused to receiving emergency and transitional services all
12 the way to full housing stability. He said the Advisory Board believes the cities, the County and
13 Tribes should work across four fronts; housing, services economic development and transportation
14 and organize all of the available services with common data. He reviewed the planning outline in
15 identifying ways to reduce the unhoused population.
16

17 Mayor Cross, who serves on the Advisory Board noted the Board realized they cannot combat the
18 issue completely but have realistic goals to decrease the population in five years. He commented
19 on the short term rental market that exists in the County and its impact on affordable housing.
20

21 The Council recessed at 8:13 p.m. and reconvened at 8:18 p.m.
22

23 **6. DECISION ITEMS**

24 **Notice of Intent to award; Public Safety Building – Phase 1 bids**

25 CM Wiggins reported staff conducted a request for proposals in October for Phase 1 of the public
26 safety building, which included the siding (with some seismic upgrades), roofing, windows and
27 doors. He said the lowest responsible bid received was through Richards Remolding for \$1.28
28 million. He said the City does not have the budget for that proposal, however if the City announced
29 the notice of intent it would allow him to negotiate the price. He said it if is unsuccessful, both
30 parties can walk away without any penalties. There was discussion in regards to whether the project
31 could be impacted by the General Obligation Bond that is currently on the ballot for the voters and
32 staff could not provide any information since the Bond would depend on passage from the voters.
33

34 **Motion** – It was moved and seconded (Bush/Burns) to approve sending a notice of intent to award
35 to the lowest responsible bid from Richards Remodeling and the motion carried unanimously.
36

37 **Contract approval; Civil West – Fir Street Engineering Services**

38 CM Wiggins said last month there was a major water line break on Fir Street and it is the second
39 break in three years. He said staff intends to re-prioritize the Fir Street to repair the pipe properly
40 as well as the areas of the road that has lifted. He said the City already has pipe in stock that can
41 be allocated to the project and the city has the funds available for this type of improvement. He
42 said the engineering costs will not exceed \$65,000.
43

44 **Motion** – It was moved and seconded (Bush/Silvia) to approve the contract/work order up to
45 \$65,000 from Civil West for design, bidding, and construction engineering services and the motion
46 carried unanimously.

1 **Consideration to purchase a new 2023 F250 pickup**

2 CM Wiggins provided the council report and said the vehicle is durable enough to haul heavy
3 equipment. He said if the Council approves this item, they would also approve the surplus of the
4 2011 F350 as a trade in. Staff answered clarification questions in regards to the purchase of the
5 vehicle.

6
7 **Motion** – It was moved and seconded (Bush/Strom) to approve the purchase of a new 2023 F250
8 pickup with a used 2011 F350 as a trade and the motion carried

9
10 **7. REPORTS AND COMMENTS**

11 PC Pace updated the Council on department activities and said two dispatchers will graduate from
12 the Academy this month.

13
14 CM Wiggins noted he is working on updates for the employee handbook and the management
15 compensation plan and hopes to bring that to the Council after the first of the year. He indicated
16 negotiations with the Toledo Employee Association will begin after January 1 and staff is
17 preparing for those meetings.

18
19 There was discussion about the street lighting fee in the City and who maintains them. It was noted
20 Central Lincoln PUD maintains the street lights.

21
22 Mayor Cross commented on the upcoming holiday activities and expressed excitement on seeing
23 community members out and about in town. He encouraged everyone to vote.

24
25 **8. ADJOURNMENT**

26 The meeting adjourned at 8:55 p.m.


27
28 Approve:

Attest:

29
30
31 _____
32 Mayor Rod Cross

City Recorder Lisa Figueroa

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	February 7, 2024	Ordinance No. 1419, an ordinance of the Toledo City Council amending Ordinance No. 1231 (1995) and Toledo Municipal Code; Title 5; Chapter 5.04, Business Licenses
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Attorney M. Adams	City Manager Doug Wiggins	Doug Wiggins

Recommendation:

Motion to adopt (with specified changes, if any): Ordinance No. 1419, an ordinance of the Toledo City Council Amending Ordinance No. 1231 (1995) and Toledo Municipal Code; Title 5; Chapter 5.04, Business Licenses Generally; Repealing Ordinance No. 1244, Section 12 (1996), Ordinance No. 873, Sections 1-6 (1971), and Chapter 5.08, Pinball Machines and Similar Devices; and Declaring an Emergency by title only.

If unanimous, make a second motion to adopt (read title again).

Background:

At the request of the Finance Department, for ease of administration, this ordinance amends Chapter 5.04, Business Licenses Generally. Additionally, as it is close in location in the Toledo Municipal Code (TMC), this ordinance deletes Chapter 5.08, regulating Pinball Machines and Similar Devices, created in 1971 and in 1996. The existing Chapter 5.08 is not enforced and unneeded.

Historically, renewals for business licenses have been sent out based on the City’s fiscal year, after July 1st per existing TMC 5.04.040. As it makes sense for the public to receive their business license renewals at the beginning of the new calendar year, this ordinance makes that change (See Section 3). This ordinance also deletes the quarterly pro-rated license fee found in the existing TMC 5.04.080, and only pro-rates the fee for a business license for one-half a year (See Section 4). Also, the exemption to not require a business license for persons 16 years of age and younger was increased from \$1,000 to \$3,500 (see section 5).

The City of Toledo Charter, Chapter XI – Ordinances, Section 31, requires that a copy of the ordinance be provided to each councilor, three copies are provided for public inspection with the city recorder, and notice of the availability of copies is given by written posting at the city hall and two other public places in the City. This has all occurred not later than one week before the first reading of the ordinance tonight as required.

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

Attachment:

1. Ordinance No. 1419

**CITY OF TOLEDO
ORDINANCE NO. 1419**

AN ORDINANCE OF THE TOLEDO CITY COUNCIL AMENDING ORDINANCE NO. 1231 (1995) AND TOLEDO MUNICIPAL CODE; TITLE 5; CHAPTER 5.04, BUSINESS LICENSES GENERALLY; REPEALING ORDINANCE NO. 1244, § 12 (1996), ORDINANCE NO. 873, §1-6 (1971), AND CHAPTER 5.08, PINBALL MACHINES AND SIMILAR DEVICES AND DECLARING AN EMERGENCY

WHEREAS, the City Council recognizes that the licensing of businesses, occupations and trades is necessary to provide revenue for municipal purposes and to provide for the health, safety and welfare of the citizens of the city; and

WHEREAS, because of issues that need current attention, the public welfare requires that this ordinance take effect immediately upon approval.

NOW THEREFORE, THE CITY OF TOLEDO ORDAINS AS FOLLOWS:

Section 1. Chapter 5.08, Pinball Machines and Similar Devices, is hereby deleted in its entirety, by repealing Ord. No. 1244, § 12 (1996) and Ord. No. 873, §1-6 (1971).

Section 2. Sections 3 through 8 of this ordinance are added to and made a part of the Toledo Municipal Code, Chapter 5.04, as indicated. The Sections not amended remain in full force and effect.

Section 3. Section §5.04.040 and Ord. 1231, § 4 (1995) is repealed; and replaced, in its entirety, to read as follows:

5.04.040 - Duration.

Business licenses shall be valid from the date of issue to the following December 31st and shall be renewable annually for one year beginning January 1st.

Section 4. Section §5.04.080 and Ord. 1231, § 8 (1995) is repealed; and replaced, in its entirety, to read as follows:

5.04.080 - License fee.

The amount of the license fee or fees shall be set by resolution of the city council and may be amended as the council sees fit. The fee may contain categories with different amounts due for different kinds of businesses.

A. If a person begins a business after July 1st, that person shall pay one half of the annual fee for each year or part thereof remaining in the calendar year.

B. Except as provided in this section, all persons engaged in business shall pay the full annual license fee as set by resolution of the city council, no matter how short the period of time in which they are engaged in business.

C. The city shall send renewal applications on January 1st of each year. If the licensee is still in business, they shall complete the application and return it with the proper fee before February 1st of each year.

D. All license fees for continuing businesses shall be due February 1st and shall be delinquent after March 1st. Delinquent license fees paid after March 1st and on or before May 15th shall have a ten (10) percent surcharge added. Delinquent license fees paid after May 15th shall have a further fifteen (15) percent surcharge imposed.

Section 5. Ordinance 1231, § 12 (1995) and § 5.04.120, subsections A-C and E-G, remain unchanged, except subsection D is amended by deleting “one thousand dollars (\$1,000);” and is replaced with “three thousand five hundred dollars (\$3,500);” to read as follows:

5.04.120 - Exemptions.

D. Any person sixteen (16) years or younger who operates a business on a part-time basis, which business has annual gross receipts of less than three thousand five hundred dollars (\$3,500);

Section 6. Section § 5.04.140 is added, to read as follows:

5.04.140 – Severability Clause.

A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part of this ordinance shall not affect the validity of the remaining parts to this ordinance.

Section 7. Section § 5.04.150 is added, to read as follows:

5.04.150– Savings Clause.

A prosecution that is pending on the effective date of this ordinance and arose from a violation of an ordinance repealed by this ordinance, or a prosecution started within one year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance, shall be tried and determine exactly as if the ordinance had not been repealed.

Section 8. Section § 5.04.160 is added, to read as follows:

5.04.160 – Emergency Clause.

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 7th day of February, 2024.

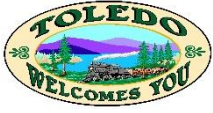
APPROVED:

ATTEST:

Mayor Rod Cross

City Recorder Lisa Figueroa

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	February 7, 2024	Resolution No. 1542, a resolution calling a measure election to submit to the Electors of the city the question of contracting a General Obligation Bonded Indebtedness not to exceed \$2,650,000 to finance capital costs
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Recorder L. Figueroa	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to approve Resolution No. 1542, a resolution of the Toledo City Council calling a measure election to submit to the Electors of the city the question of contracting a General Obligation Bonded Indebtedness in an aggregate principal amount not to exceed \$2,650,000 to finance capital costs; declaring intent to reimburse expenditures; and related matters.

Background:

The Council is revisiting the option of presenting a General Obligation (GO) bond measure to the City’s electors in the November 2024 General Election. This follows an unsuccessful vote of a similar General Obligation (GO) bond measure to the voters in November of 2023. The 2023 GO Bond requested an amount of \$3,650,000 for the Ammons Reservoir Tank replacement as well as improvements to the Public Safety Building.

The GO Bond that will be presented to the voters in 2024 will request \$2,650,000 for the replacement of the Ammons Reservoir Tank.

Jonas Biery from DA Davidson met with the Council in January to discuss available options for the GO Bond in 2024. Courtney Dausz, Bond Counsel, drafted the resolution and will be available to answer questions. The attached resolution and its exhibit will be introduced to the voters in November as presented.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	Beginning in fiscal year 2024-2025	N/A

Attachment:

1. Resolution No. 1542

**CITY OF TOLEDO
RESOLUTION NO. 1542**

A RESOLUTION OF THE TOLEDO CITY COUNCIL CALLING A MEASURE ELECTION TO SUBMIT TO THE ELECTORS OF THE CITY THE QUESTION OF CONTRACTING A GENERAL OBLIGATION BONDED INDEBTEDNESS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,650,000 TO FINANCE CAPITAL COSTS; DECLARING INTENT TO REIMBURSE EXPENDITURES; AND RELATED MATTERS

WHEREAS, the City Council (the “City Council”) of City of Toledo, Lincoln County, Oregon (the “City”), has determined that a need exists for the City to finance capital costs, as more fully described in the Notice of Measure Election attached hereto as Exhibit A and to pay bond issuance costs (collectively, the “Project”); and

WHEREAS, the cost of the Project is estimated to be not less than \$2,650,000; and

WHEREAS, Oregon Revised Statutes (“ORS”) 287A.050 authorizes the City, subject to voter approval, to issue general obligation bonds to finance capital costs including the Project; and

WHEREAS, the City anticipates incurring expenditures (the “Expenditures”) to finance the costs of the Project and wishes to declare its official intent to reimburse itself for any Expenditures it may make from its general funds on the Project from the proceeds of voter-approved general obligation bonds (the “Bonds”), the interest on which is expected to be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the City Council has determined that it is in the best interest of the City to place the question of issuing the general obligation bonds on the ballot at the May 21, 2024 election.

NOW, THEREFORE, CITY OF TOLEDO RESOLVES AS FOLLOWS:

- Section 1. A measure election is hereby called for the purpose of submitting to the electors of the City the question of contracting a general obligation bonded indebtedness in the name of the City in the principal amount not to exceed \$2,650,000. Bond proceeds will be used to finance the costs of the Project and pay all bond issuance costs. The Bonds shall mature over a period of not more than twenty-one (21) years from the date of issue and may be issued in one or more series.
- Section 2. The measure election hereby called shall be held in the City on May 21, 2024. As authorized by the County Clerk of Lincoln County, Oregon and the Oregon Secretary of State, the election shall be conducted by mail pursuant to ORS 254.465 and 254.470.
- Section 3. The City authorizes the City Manager, Finance Director, City Attorney or Mayor, or any of their designee, acting individually, as the authorized representative (the “Authorized Representative”) to act on behalf of the City, to submit the final ballot title and explanatory statement, if any, and to take such further action as is necessary or desirable to carry out the intent and purposes herein in compliance with the applicable provisions of law.
- Section 4. The Authorized Representative shall cause to be delivered to the Elections Official of the City, the Notice of Measure Election (the “Notice”) in substantially the form

attached hereto as Exhibit A, with such changes as are approved and filed by the Authorized Representative not later than March 1, 2024 (at least 81 days prior to the election date) for publication of notice by the City in a newspaper of general circulation in the City.

- Section 5. The Authorized Representative shall cause to be delivered to the Elections Official of Lincoln County, Oregon, the Notice in the form published by the Elections Official of the City not sooner than after completion of the ballot title challenge process provided in the Secretary of State’s Referral Manual and not later than March 21, 2024 (at least 60 days prior to the election date) on Form SEL 802.
- Section 6. If Lincoln County prepares a voters’ pamphlet for the May 21, 2024 election, the Authorized Representative shall cause to be delivered to the Elections Official of Lincoln County, Oregon, an Explanatory Statement which shall be approved and filed by the Authorized Representative at the time of filing Form SEL 802 pursuant to paragraph 5 above.
- Section 7. The City hereby declares its official intent to reimburse itself with the proceeds of the Bonds for any of the Expenditures incurred by it prior to the issuance of the Bonds.
- Section 8. D.A. Davidson & Co. has been engaged to serve as underwriter/placement agent and the Authorized Representative is directed to appoint bond counsel with respect to the Bonds.
- Section 9. This resolution shall become effective immediately upon its passage by the City Council.

That this resolution is hereby adopted by the Toledo City Council on this 7th day of February 2024.

APPROVED

ATTEST

Mayor Rod Cross

City Recorder Lisa Figueroa

EXHIBIT A

NOTICE OF MEASURE ELECTION

CITY OF TOLEDO
LINCOLN COUNTY, OREGON

Notice

Date of Notice _____	Name of City City of Toledo	Name of County or Counties Lincoln	Date of Election May 21, 2024
--------------------------------	---------------------------------------	--	---

Ballot Title

Caption (10 words which reasonably identifies the subject of the measure)

Bonds for water reservoir replacement.

Question (20 words which plainly phrases the chief purpose of the measure; second sentence is not included in word count)


Shall City of Toledo issue \$2,650,000 principal amount of general obligation bonds for Ammon water reservoir replacement? If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of sections 11 and 11b, Article XI of the Oregon Constitution.

Summary (175 words which concisely and impartially summarizes the measure and its major effect)

The City of Toledo seeks voter approval to issue general obligation bonds to finance capital costs of the City including replacing the Ammon Road Tank water reservoir and related improvements and equipment.

Bonds would mature in 21 years or less from the date of issuance and may be issued in one or more series. If approved, the average annual bond tax rate is estimated to be \$0.35 per \$1,000.00 of assessed value. Actual rates may vary based upon interest rates incurred and changes in assessed value.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	February 7, 2024	Adopt City Council goals for Fiscal Year 2024-2025
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Recorder L. Figueroa	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to adopt the City Council goals and objectives for Fiscal Year 2024-2025.

Background:

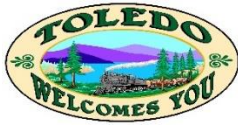
The City Council held a goal setting along with staff on January 24, 2024 to review the goals and objectives for the next Fiscal Year.

The goals are attached for Council to review and adopt for Fiscal Year 2024-2025.

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

Attachment:

1. City Council goals



City of Toledo
City Council Goals
Fiscal Year 2024-2025

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

To enhance and sustain public infrastructure and facilities by implementing plans for parks, storm water, and street improvements, upgrading water lines, improving fire infrastructure, and evaluating the City fleet in order to create a safe, efficient, and sustainable environment for residents and visitors.

The City will focus on advancing technology while simultaneously implementing measures to ensure security and redundancy.


To sustain and expand an inclusive and welcoming work environment, with a focus on enhancing retention rates.

Enhance civic engagement and transparency by implementing a comprehensive community outreach program fostering open communication, educating residents about government initiatives, and actively involving community members in decision-making processes to achieve effective local governance.

Improve emergency preparedness by updating our Emergency Operations Plan by the end of the fiscal year.

Encourage economic development by developing barrier reducing policies and plans to attract business investments, obtaining grants for commercial rehabilitation, and to support housing development.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	February 7, 2024	Contract for Personal Services to provide consulting on the Pool and Recreation Center Project
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Attorney M. Adams	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Approve a Contract for Professional Services with Quality Concrete Construction Co. to provide consulting on the Pool and Recreation Center Project.

Background:

The City and the Greater Toledo Pool Recreation District (GTPRD) previously entered into multiple cooperative agreements, including a Memorandum of Agreement (MOA), and an Intergovernmental Agreement (IGA), to share in the initial costs of architecture, engineering, and construction plans. The project is the refurbishment of the Pool and the construction of a connecting Community Center (the “Project”).

The attached Contract for Personal Services (PSC) will be paid equally by the City and GTPRD to have a CCB licensed Contractor provide consulting services on the project as needed, at \$85/hour. It is the advice of the Project’s planning committee that Tim Braxling, of Quality Concrete Construction Co., an active Oregon Domestic Business Corporation, doing business as QC Contractors, be hired to provide this consulting on the Project (see Paragraph 3, A, B and C). The Contractor agrees in the attached PSC, that by performing this consulting work, it has a conflict of interest in bidding on the refurbishment of the pool and construction of the community center, either as a contractor or sub-contractor and agrees the City and GTPRD can disregard any such bid submitted (see Paragraph 7, D).

Based on ORS 279A.055, and Toledo Municipal Code Chapter 2.32, and the Purchasing Contracting Manual adopted by resolution, this contract is excluded from competitive process under the Oregon Public Contracting Code because it is a PSC.

The GTPRD Board is scheduled to vote on this contract on Monday, February 5, 2024. Staff recommends approval.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2023-2024	N/A

Attachments:

1. Contract for Personal Services

CONTRACT FOR PERSONAL SERVICES

THIS AGREEMENT is made and entered into by and between the following parties:

City of Toledo, an Oregon Municipal Corporation (the “City”), of PO Box 220, Toledo OR 97391, and

Greater Toledo Pool and Recreation District, a Political Subdivision of the State of Oregon (the “GTPRD”), of PO Box 583, Toledo OR 97391; and

Quality Concrete Construction Co., an active Oregon Domestic Business Corporation, doing business as QC Contractors, an assumed business name (the “Contractor”), CCB No. 65113, of PO Box 567, Newport, OR 97365, whose Federal Employer Identification No. is _____.

PROGRAM ABSTRACT: Consultant, Toledo Community Center Construction and Pool Restoration Project	
TOTAL CONTRACT SUM:	\$85/per hour

WHEREAS, The City and GTPRD requires the consulting work and services described herein, and the Contractor is willing, skilled and agrees to perform all the work and services described herein; and

WHEREAS, pursuant to ORS 279A.055, and Toledo Municipal Code Chapter 2.32, that this contract is excluded from competitive process under the Oregon Public Contracting Code because it is a personal services contract; and

WHEREAS, now, therefore, IT IS AGREED:

1. **Term of contract:** This Agreement shall be effective and services required hereunder shall commence on _____, 2024 and shall terminate on and shall terminate on _____, except as provided by the termination and non-funding provisions set out below.
2. **Consideration:** As consideration for the performance of all terms and conditions set forth in this Contract, City and GTPRD promises to pay one-half of the Contractor’s cost, shared equally, at a rate of \$85 per hour, upon receipt of a statement to be submitted by Contractor. Contractor shall provide such reasonable substantiation regarding time devoted to providing services as the City may require.
3. **Contractor services:** Contractor agrees to perform consulting for the construction of the Toledo, Oregon swimming pool and connected community center, to the satisfaction of the City and GTPRD, including but not limited to:
 - A. Consulting services to review plans and other construction documents.
 - B. Consulting services to attend planning and construction meetings and/or advise verbally and in a written document.
 - C. Consulting services to visit construction site and analyze progress and procedures.
4. **Declaration of the nature of the contractual relationship:** Contractor is an independent Contractor and not an employee of or agent of the City or GTPRD. City shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.
5. **Workers compensation provisions:**
 - A. Contractor may employ workers, and if Contractor employs workers, Contractor shall obtain and at all time keep in effect Workers’ Compensation insurance. The Contractor, its subcontractors, if any, and all

employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that comply with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included. Contractor represents to the City and GTPRD that it presently maintains coverage sufficient to meet the requirements of Oregon law.

B. The parties hereto specifically agree that this Contract will render Contractor and Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the City and GTPRD shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for Contractor or Contractor's employees.

C. Contractor knowingly waives any rights, as against City, under the Workers' Compensation Law.

D. Contractor agrees that all employers, working under this Contract, including but not limited to Contractor, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.

E. Contractors who are not subject workers under ORS 656.027 who will provide services under this Contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release City of any and all claims that would be covered by the workers' compensation laws of the State of Oregon if Contractor was a subject worker under ORS 656.027.

6. Other insurance provisions:

A. Indemnification. Contractor shall indemnify, defend, and hold harmless the City and GTPRD, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City and GTPRD for claims of personal injury or property damage caused by the negligence of the City and GTPRD. This duty shall survive the expiration or termination of this Contract. The obligations or rights under this section may not be delegated or assigned without the express consent of the City and GTPRD.

B. General Liability.

(1) Contractor shall obtain and at all times keep in effect, liability insurance covering activities and operations of the Contractor. Such liability insurance shall meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300.

(2) The City and GTPRD reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

C. Professional Liability. Contractor shall obtain and at all times keep in effect, any professional liability insurance required by law, or, if not required by law, any professional liability insurance Contractor holds at the time of execution of this Agreement.

D. Policy Changes. In the event of unilateral cancellation or restriction by the insurance company of an insurance policy referred to in this paragraph, the Contractor shall immediately notify City and GTPRD orally and in writing within three (3) business days.

7. Other contractor duties: Contractor further agrees to:

A. Comply with all applicable Federal and State statutes, rules and regulations.

B. Not delegate the responsibility for providing services hereunder to any other individual or agency except as may be provided for above; and

C. Provide City and GTPRD with periodic reports to City and GTPRD at the frequency and with the information prescribed to be reported by City and GTPRD.

D. Contractor agrees that, by performing this consulting work, it has a conflict of interest in bidding on the project that will result in the refurbishment of the pool and construction of the community center, either as a contractor or sub-contractor, and agrees the City and GTPRD can disregard any such bid submitted.

8. Termination; for cause, non-funding, convenience:

A. For Convenience. Either party may terminate this Contract without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least thirty (30) days before

the intended termination date to the party at the party's address given above. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

B. For Cause. It is further agreed that the City and GTPRD 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 City Council and Board of Directors of GTPRD is the sole judge of Contractor's unsatisfactory performance or nonperformance; or
- (2) Loss of available funding.

9. Waiver: The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.

10. Access to Books: The City and GTPRD and its duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript.

11. Assignment: The Contractor shall not assign this Agreement in whole or in part for any purpose without the express written consent from the City and GTPRD.

12. Severability: If any provision of this agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

13. Entire agreement: This agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

14. Governing law: This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit, or proceeding that arises from or relates to this agreement shall be brought in and conducted solely and exclusively within the circuit court of Lincoln City for the State of Oregon. Provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the State of Oregon.

15. Notices: Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth above. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this agreement.

CONTRACTOR:

Quality Concrete Construction Co., an active Oregon Domestic Business Corporation, operating as QC

Contractors, an assumed business name

_____ Dated: _____, 2024.
Tim Braxling, President

GTPRD:

Greater Toledo Pool and Recreation District, a Political Subdivision of the State of Oregon

_____ Dated: _____, 2024.
Roy Kinion, President

Attest: _____ Dated: _____, 2024.
Peter Vince, Vice President

CITY:

City of Toledo, an Oregon Municipal Corporation


_____ Dated: _____, 2024.
Rod Cross, Mayor

Attest: _____ Dated: _____, 2024.
Lisa Figueroa, City Recorder

Approved as to form and content:

_____ Dated: _____, 2024.
Mike Adams, City Attorney

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	February 7, 2024	Approval of a contract with Road and Driveway and an expenditure up to \$51,000 to perform street improvements on SE 10 th St.
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Public Works Director B.Lorimor	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to approve a contract with Road and Driveway and an expenditure up to \$51,000 to perform street improvements on SE 10th St.

Background:

SE 10th street is coming apart and is in need of new asphalt. Truck traffic has contributed to the deterioration as this is part of the “truck route” for log trucks to the Georgia-Pacific Mill. The cracking, potholes and separations in the current state, make it unsafe for bicyclists and motorcycle riders, and the potential for damage to the vehicles of our citizens.

Fiscal Impact:	Fiscal Year:	GL Number:
\$50,177.26	2023-2024	011-110-620540

Attachment:

1. Estimates provided



Road & Driveway Company

121 NE Harney Street
 PO Box 730
 Newport, OR 97365

P: 541-265-9441
 F: 541-265-9443
 www.roadanddriveway.com

BID

Bid Date	Job #
1/2/2024	15563
CCB 16331	

Contact Name & Billing Address

Toledo City of
 Attention: Brian Lorimor
 PO BOX 220
 Toledo, OR 97391

Project Name and Location:

Grind Inlay SE 10th Sturdevant to E Slope

 SE 10th St. from Sturdevant to
 East Slope Road
 Toledo, OR 97391

Item No.	Item Description	UoM	Qty	Rate	Amount
1	GRIND & INLAY SE 10TH STREET FROM STURDEVANT TO SE EAST SLOPE ROAD - MOBILIZATION, TRAFFIC CONTROL, GRIND, HAUL AWAY, SWEEP, TACK AND INLAY APPROX. 16,150 SF @ 3" NOMINAL COMPACTED DEPTH General Conditions: All work to be completed during normal (daytime) business hours or additional charges will apply. Work excludes: over-excavation (below grind depth specified above), survey, engineering, pesticides/herbicides, bonds/permits, utility adjustment, temp ac pavement, slurry seal, seal coat, shoulder rock, striping. All work is weather dependent.	LUMP SUM	1	50,177.26	50,177.26

Thank you for the opportunity!

Total	\$50,177.26
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Terms: cash, check, credit paid upon completion of work. In accordance with ORS 701.625, invoices not paid by Customer within thirty (30) days are delinquent and will bear interest at the rate one and one-half percent (1.5%) per month, or the max amount allowed by law, whichever is less, until paid.

I (we) hereby accept this bid and all terms and conditions and authorize Road & Driveway Co. to proceed as specified.

Accepted By: _____
 Owner/Authorized Representative

Price valid for 30 days after bid date, prior to acceptance.

Gettis Paving, Inc

2560 SE 23rd Drive

Lincoln City, OR 97367

Estimate

Date	Estimate No.
1/22/2024	1498

541-994-7283 gettispaving@gmail.com CCB# 185592	541-614-1576(fax)
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Owner Name / Address

City of Toledo
415 Industrial parkway
Po box 220
Toledo, Or 97391

Project Address

Description	Total
SE 10th Street, Toledo: Grind out 3" and Repave approx 15,450sq ft at 3" thick and compact, with traffic control.	51,000.00 0.00
SE 3rd Street, off of Elder: Prep work- Prep roadway and remove asphalt add rock and grade out for asphalt. Rock as needed. an estimated 2 loads at \$450 per load AC pave roadway, approx 3775sq ft at 3" thick and compact.	1,200.00 900.00 13,300.00
NW Elizabeth Street: Prep work- Grade out for asphalt AC pave 135ft by 10ft at 3" thick and compact	1,000.00 5,400.00

**** Due to a very high volume of work, we are projecting all new sign ons to be set back to THE END OF SUMMER OR THE FOLLOWING SPRING. We appreciate your business and thank you for your patience.**
*****Owner is responsible for any and ALL permits required before work can start.**
 Additionally, please be advised: Driveways that are flat may be subject to drainage issues that may result in water collection in areas where there is no drainage or less than a 4% slope. We are not responsible if this issue occurs. Our prices do not reflect repairs or warranty to these drainage issues.
******We do not accept credit cards at this time**

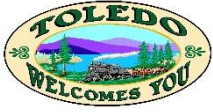
If this proposal is acceptable please sign and return a copy to verify your acceptance of this project.
 Owner/contractor acknowledges receipt of construction lien information notice as required by ORS 87.093
 Terms: Account is due upon COMPLETION. If account is not paid within 10 days of completion the owner/contractor agrees to pay a finance charge of 1.5% per month (annual percentage rate of 18% which will commence to accrue on the date the payment was due. Owner/contractor shall be liable for all cost, expenses and attorneys fees for any attempt to collect. This price is guaranteed for 30 days.

Total	\$72,800.00
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Please Read attached 'Notice Concerning Paving on the Oregon Coast' Form on Warranty.

ACCEPTED BY: _____ Date: _____ Phone _____
 Signature _____
 Printed Name _____

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	February 7, 2024	Approve a contract with Road & Driveway and an expenditure up to \$25,000 for street improvements at Butler Bridge Road crossing
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Public Works Director B.Lorimor	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to approve a contract with Road & Driveway and an expenditure up to \$25,000 for street improvements at Butler Bridge Road crossing.

Background:

The Butler Bridge Road crossing is in dire need of asphalt work to be done for a smoother transition. In the current state, there is deterioration, cracking and potholes that are getting worse. It is only a matter of when before vehicle damage takes place and/or it becomes more of a safety hazard for bicyclists and motorcycle riders.

In coordination with the Railroad, staff would like to tear out and re-asphalt the approach to the crossing at Butler Bridge Road, west of Georgia-Pacific Gate 3. The Railroad is covering the labor and cost of existing removal.

Fiscal Impact:	Fiscal Year:	GL Number:
\$24,667.92	2023-2024	011-110-620540

Attachment:

1. Road and Driveway estimate



Road & Driveway Company
Cedar Creek Quarries, Inc.

CCB 16331
CCB 46114

BID

121 NE Harney • PO BOX 730 • Newport, OR 97365
P: 541.265.9441 • F: 541.265.9443
www.roadanddriveway.com

Job No. 15595
Date: 1/10/2024

We are pleased to submit the following bid

To:
Toledo Public Works
ATTN: Brian Lorimor
PO Box 220
Toledo, OR 97391
P: 541-270-5895
E: brian.lorimor@cityoftoledo.org

For:
Revised Pricing for Railroad Crossing
Toledo, OR

QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
		Item 1 -- Railroad Crossing ACP -- 8" nominal compacted depth asphalt concrete pavement. Revised, added width +/- 8' on each side of railing, as discussed with Scott.	lump sum	\$ 24,667.92
		<p>Asphalt Paving: -- Included: Materials, labor, and equipment for asphalt paving only. -- Bid assumes all work to be conducted during week days normal daylight hours only. -- Not included: CDT on site field testing, vertical and horizontal layout, utility adjustments, fabric, temporary wedges/ramps, temporary pavement markers, base prep, traffic control, signs, sweeping, prime coat, cold planing, crack seal, survey, saw-cuts, striping, seal coat, drainage curbs, etc.</p> <p>Brian -- Thank you for the opportunity to quote your project. Please sign and return if you wish to proceed. Call or email back if you have any questions.</p>		
			Total service charges:	\$ 24,667.92

Terms: cash, check, credit paid upon completion of work. In accordance with ORS 701.625, invoices not paid by Customer within thirty (30) days are delinquent and will bear interest at the rate one and one-half percent (1.5%) per month, or the max amount allowed by law, whichever is less, until paid.

Your signature on one copy, returned to this office, will make this a legal contract for the performance of the above work.


Accepted by _____
Date _____

Work approved by _____
Date _____

Ryley Wienert _____
1/10/2024

Price valid for 30 days after above date, prior to acceptance.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	February 7, 2024	Termination of Agreements with the Lincoln County School District for the use and lease of Memorial Field
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Attorney M. Adams	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to approve the Termination of Agreements with the Lincoln County School District for the use and lease of Memorial Field.

Background:

On January 4, 2024, Dr. Majalise Tolan, Superintendent, Lincoln County School District, requested the prior lease agreements for the School District’s use of Memorial Field to be terminated. The reason given was have not been using the field for years and the District has not been paying anything for the agreement, so they would request a formal termination for the District’s file.

The City and School District previously entered into a Cooperative Use Agreement dated June 30, 1987, an Agreement for Lease of Premises dated August 27, 1990, and an Addendum to Agreement for Lease of Premises dated July 1, 1994, and possibly other agreements, regarding the use of Memorial Field by the School District (the “Agreements”).

This Termination Agreement clarifies that all fixtures, equipment, improvements, alterations, and appurtenances attached to or built into the Premises at the commencement of or during the Term of the Agreements, including fencing, lighting, billboard, bleachers and grandstand, without limitation (collectively “Improvements”), whether or not by or at the expense of School District, shall be and remain a part of the Premises, shall be deemed the property of the City, and such Improvements shall not be removed by School District.

Staff recommends approval.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2023-2024	N/A

Attachments:

1. Termination of Agreements for Lease of Memorial Field Agreement

TERMINATION OF AGREEMENTS FOR LEASE OF MEMORIAL FIELD

This Agreement is entered by and between:

LINCOLN COUNTY SCHOOL DISTRICT, an Oregon Municipal Corporation
(School District), and

CITY OF TOLEDO, an Oregon Municipal Corporation (City).

RECITALS

A. The parties entered into a Cooperative Use Agreement dated June 30, 1987, an Agreement for Lease of Premises dated August 27, 1990, and an Addendum to Agreement for Lease of Premises dated July 1, 1994, and possibly other agreements, regarding the use of Memorial Field by the School District (the “Agreements”).

B. The use of Memorial Field, identified as Tax Lots 1500, 1700, 1800 and 1900 on Lincoln County Tax Assessor’s Map 11-10-18-AA (the “Premises”), has been the subject of the Agreements.

C. The parties desire to terminate the Agreements related to the Premises (the “Termination”).

AGREEMENT

1. **Termination.** The parties terminate all the Agreements.

2. **Survival.** None of the sections of the Agreements will survive the termination of the Agreements.

3. **Further Obligations.**

(a) Neither party has any further obligations under the Agreements, except as follows (collectively, the “Further Obligations”):

(1) All fixtures, equipment, improvements, alterations, and appurtenances attached to or built into the Premises at the commencement of or during the Term of the Agreements, including fencing, lighting, billboard, bleachers and grandstand, without limitation (collectively “Improvements”), whether or not by or at the expense of School District, shall be and remain a part of the Premises, shall be deemed the property of the City, and such Improvements shall not be removed by School District.

(b) The parties will perform their respective Further Obligations.

4. **Release.** Except with respect to the Further Obligations, each party releases the other party from any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, resulting from or arising out of the Agreements.

5. **Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Termination.

6. **Governing Law.** This Termination is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Termination.

7. **Venue.** Any action or proceeding arising out of this Termination will be litigated in courts located in Lincoln County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Lincoln County, Oregon.

8. **Attorney's Fees.** If any arbitration or litigation is instituted to interpret, enforce, or rescind this Termination, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

9. **Entire Agreement.** This Termination contains the entire understanding of the parties regarding the subject matter of this Termination and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Termination.

10. **Signatures.** This Termination may be signed in counterparts.

Dated effective: _____.

LINCOLN COUNTY SCHOOL DISTRICT, an Oregon Municipal Corporation

By: Dr. Majalise Tolan, Superintendent

CITY OF TOLEDO, an Oregon Municipal Corporation


By: Rod Cross, Mayor

Attest: _____
Lisa Figueroa, City Recorder

Approved as to Form and Content:

Mike Adams, City Attorney

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	February 7, 2024	Declaration of Property Line Adjustment and Statutory Warranty Deed, with access easement, and direct staff to finalize the settlement with Toledo Cemetery Association
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Attorney M. Adams	City Manager Doug Wiggins	City Manager Doug Wiggins

Recommendation:

Motion to approve the form of the Declaration of Property Line Adjustment and Statutory Warranty Deed with access easement and delegate City Manager Doug Wiggins the authority to sign and record it on behalf of the City. Additionally, to delegate City Staff to take all actions necessary to formalize the property line adjustment and to pay the last \$10,000 owing on the settlement agreement to the Toledo Cemetery Association.

Background:

The surveyor returned the legal descriptions, attached as Exhibits to the Declaration of Property Line Adjustment (Declaration) and Statutory Warranty Deed (Deed), on January 29, 2024. In effort to keep the City Council informed, this is before the Council to wrap up the settlement agreement process with the Toledo Cemetery Association (TCA).

The Buttress Tract, consisting of .30 of an acre, rather than the .28 of an acre as originally estimated, is being conveyed to the City in the attached Statutory Warranty Deed. The Buttress Tact is described in the attached Exhibit A to the Deed, and drawn on the sketch map attached as Exhibit B.

The Deed also conveys a 10 foot wide non-exclusive easement, as described in the attached Exhibit C to the Deed, and drawn on the sketch map attached as Exhibit D to the Deed, for access by the City for maintenance purposes. The City agrees that no long-term parking is permitted, and the Grantee (City) will return the easement area to its similar condition or better based on any use, and further, the City use of the easement may not interfere with TCA operations or funerals.

As the survey has been recorded, the Declaration needs to be recorded to finalize the Property Line Adjustment application. The revised legal description of the City’s property, after the PLA, is described in the attached Exhibit A to the Declaration, and drawn on the sketch map attached as Exhibit B to the Declaration. The survey is Exhibit C to the Declaration.

Once the Deed has been recorded, the recording information will be written on the Declaration, which can then also be recorded. Staff recommends approval.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2023-2024	N/A

Attachments:

1. Declaration of Property Line Adjustment with Exhibits
2. Statutory Warranty Deed with Exhibits

After Recording Return To:
Doug Wiggins, City Manager
City of Toledo
PO Box 220
Toledo, OR 97391

Send Tax Statements To:
No Change

Consideration Statement:
The true consideration for this conveyance is \$30,000 and is a part of a settlement agreement prior to formal litigation.

STATUTORY WARRANTY DEED

The Toledo Cemetery Association, an Oregon Domestic Non-Profit Corporation, Grantor, pursuant to ORS 97.670, finding that the property is unsuitable for burial purposes or other purposes of the corporation, conveys and warrants to the City of Toledo, an Oregon Municipal Corporation, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

The Buttress Tract, as described in the attached **Exhibit A**, and drawn on the Sketch Map attached as **Exhibit B**.

SUBJECT TO:

1. The Toledo Cemetery Association, an Oregon Domestic Non-Profit Corporation, Grantor, creates an easement, in Lincoln County, and State of Oregon, by this instrument, and conveys that easement, which is accepted and agreed by Grantee, as follows:

Grantor also conveys a 10 foot wide non-exclusive easement, as described in the attached **Exhibit C**, and drawn on the Sketch Map attached as **Exhibit D**, for access by the Grantee for maintenance purposes. Grantee agrees that no long-term parking is permitted, and the Grantee will return the easement area to its similar condition or better based on any use, and further, the City use of the easement may not interfere with TCA operations or funerals.

2. Any and all liens, easements, and other encumbrances of record.

3. Rights of the public in roads, streets and highways, if any.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

GRANTOR: **TOLEDO CEMETERY ASSOCIATION, an Oregon Domestic Non-Profit Corporation:**

Dated this ___ day of _____, 2024.

STATE OF OREGON) ss
County of Lincoln)

By: _____
President, Tony Molina

This instrument was acknowledged before me on _____, 2024, by Tony Molina, as President of the Toledo Cemetery Association, acting on behalf of the Board of Directors.

Notary Public of Oregon

My Commission expires:

GRANTEE:

ACCEPT AND AGREE:

CITY OF TOLEDO, an Oregon Municipal Corporation:

Dated this ___ day of _____, 2024.

By: _____
Doug Wiggins, City Manager

STATE OF OREGON) ss
County of Lincoln)

This instrument was acknowledged before me on _____, 2024, by Doug Wiggins, City Manager for the City of Toledo.

Notary Public of Oregon
My Commission expires:

PROPERTY DESCRIPTION
for the
CITY OF TOLEDO

BUTTRESS TRACT

A tract of land located in the Northwest 1/4 of Section 8, Township 11 South, Range 10 West of the Willamette Meridian, in Lincoln County, Oregon, being more particularly described as follows:

Commencing at the southeast corner of Lot 7, Skyline Terrace;

thence South 0° 06' 30" East along the east line of the City of Toledo tract described in the 1968 deed from Hawkins to the City of Toledo recorded in Deed Volume 286 Page 257 and as shown on County Survey #21,657 for 23.41 feet to a point that bears South 72°04' West from a reference monument set in County Survey #21,657, and the **true point of beginning** of the herein described tract;

thence North 72°04' East for 19.20 feet to the iron rod;
thence continuing North 72°04' East for 13.97 feet to an iron rod;

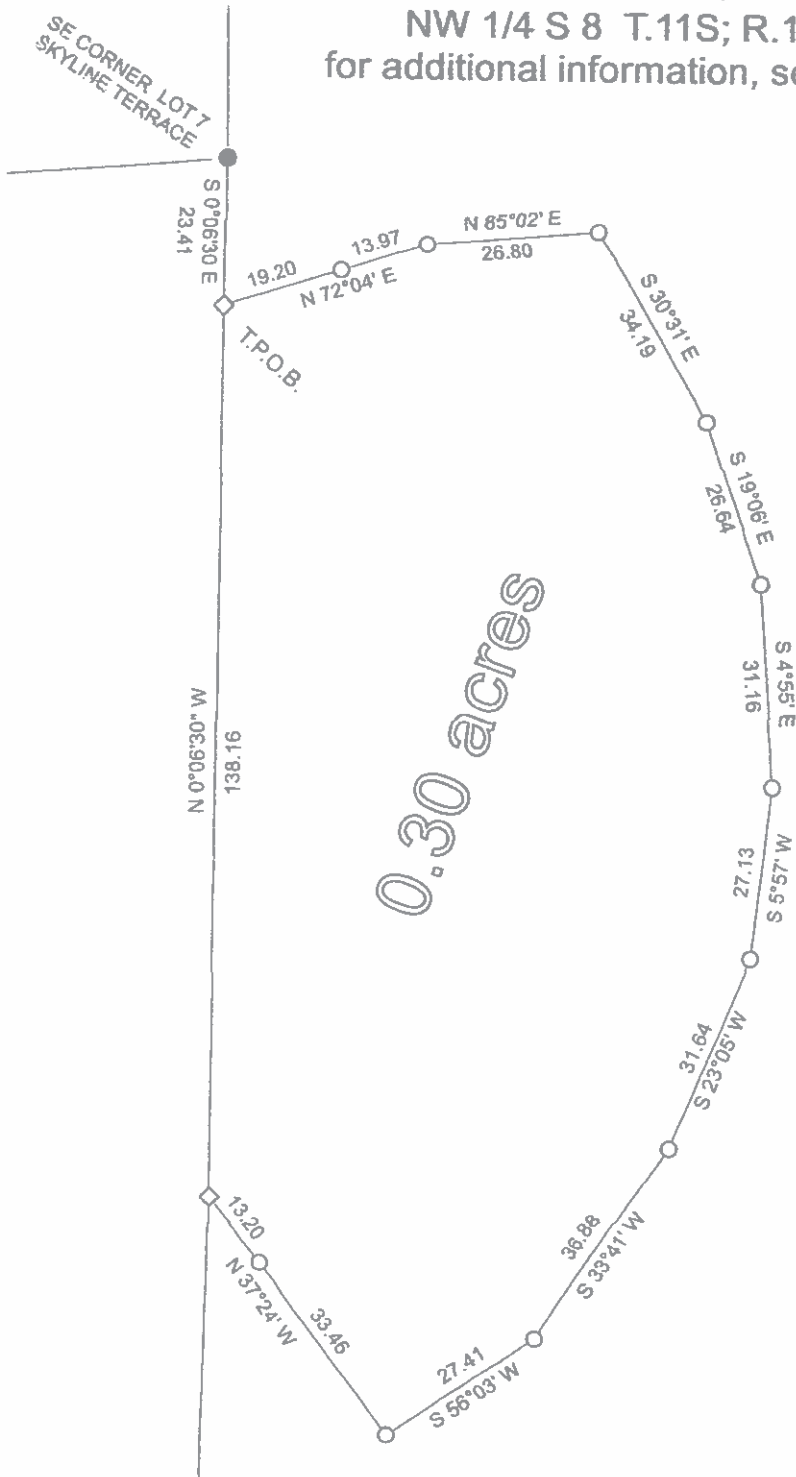
thence North 85°02' East for 26.80 feet to an iron rod;
thence South 30°31' East for 34.19 feet to an iron rod;
thence South 19°06' East for 26.64 feet to an iron rod;
thence South 4°55' East for 31.16 feet to an iron rod;
thence South 5°57' West for 27.13 feet to an iron rod;
thence South 23°05' West for 31.64 feet to an iron rod;
thence South 33°41' West for 36.88 feet to an iron rod;
thence South 56°03' West for 27.41 feet to an iron rod;
thence North 37°24' West for 33.46 feet to an iron rod;
thence continuing North 37°24' West for 13.20 feet to the east line of the City of Toledo tract described in said Deed Volume 286 Page 257 and as shown on County Survey #21,657;

thence North 0°06'30" West along said east line for 138.16 feet to the true point of beginning.

SWINEHART LAND SURVEYING
51 PIONEER TRAIL
TOLEDO, OREGON 97391
541-961-4374



SKETCH MAP
for the
CITY of TOLEDO
showing a proposed
PROPERTY LINE ADJUSTMENT
in the
NW 1/4 S 8 T.11S; R.10 W-W.M.
for additional information, see CS #21,657



SCALE :
1" = 30'

LEGEND

- ◇ = CALCULATED POINT
- = MONUMENT PREVIOUSLY SET

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 16, 1982
STEPHEN LOY SWINEHART
2013

RENEWAL DATE : 8/30/24

SWINEHART LAND SURVEYING
51 PIONEER TRAIL
TOLEDO, OREGON
541-961-4374

0.30 acres

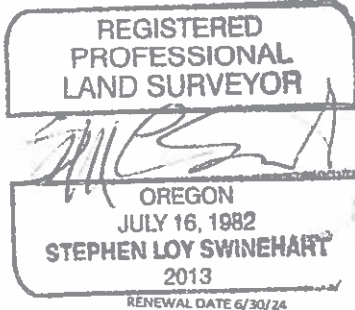
**PROPERTY DESCRIPTION
for the
CITY OF TOLEDO**

10 foot ACCESS STRIP

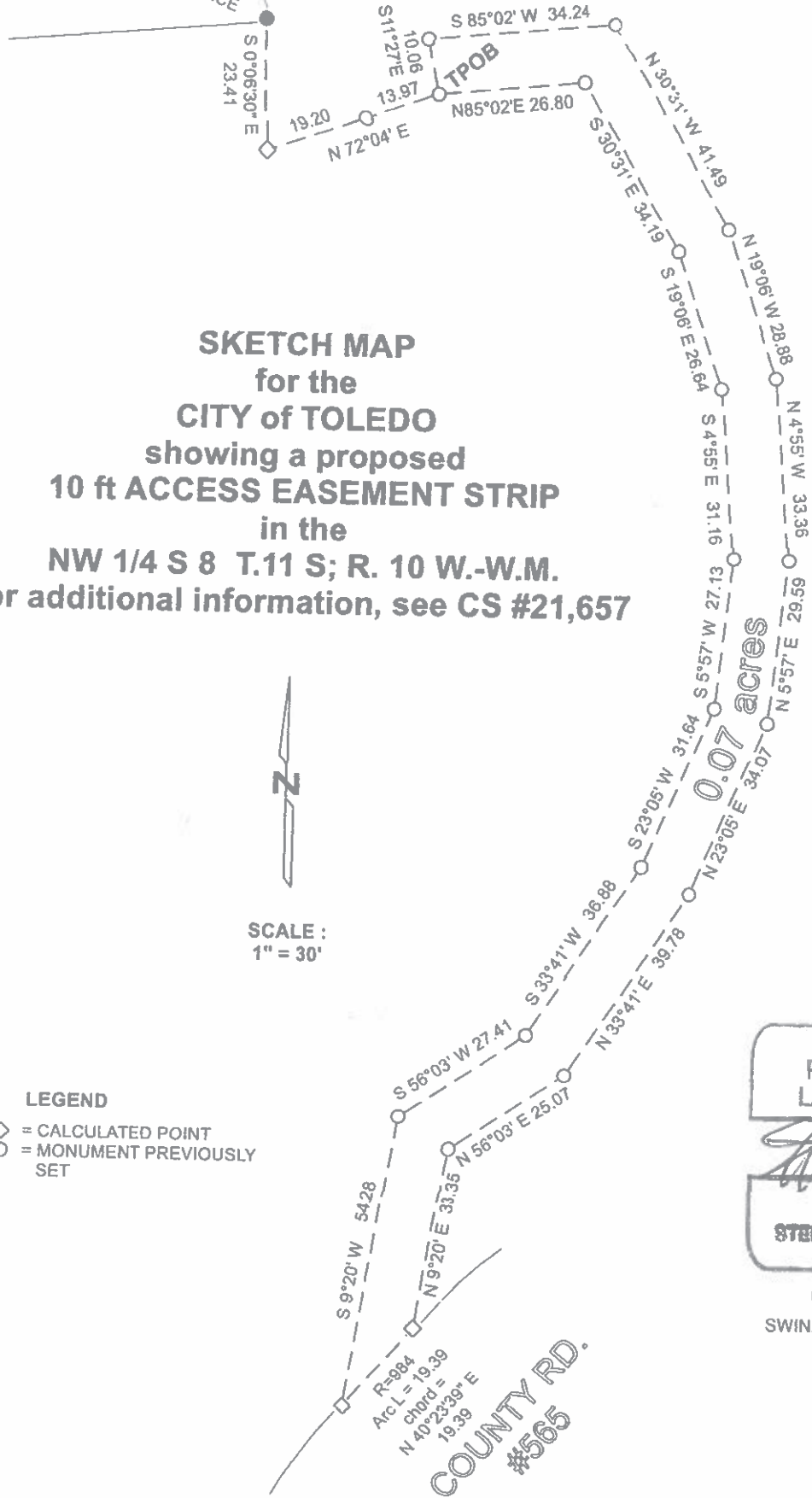
A strip of land, ten foot in width, located in the Northwest 1/4 of Section 8, Township 11 South, Range 10 West of the Willamette Meridian, in Lincoln County, Oregon, being more particularly described as follows:

Commencing at the southeast corner of Lot 7, Skyline Terrace;
thence South 0° 06' 30" East along the east line of the City of Toledo tract described in the 1968 deed from Hawkins to the City of Toledo recorded in Deed Volume 286 Page 257 and as shown on County Survey #21,657 for 23.41 feet to a point that bears South 72°04' West from a reference monument set in County Survey #21,657;
thence North 72° 04' East for 19.20 feet to the iron rod;
thence continuing North 72° 04' East 13.97 feet to an iron rod and the true point of beginning of the herein described strip;
thence North 85°02' East for 26.80 feet to an iron rod;
thence South 30°31' East for 34.19 feet to an iron rod;
thence South 19°06' East for 26.64 feet to an iron rod;
thence South 4°55' East for 31.16 feet to an iron rod;
thence South 5°57' West for 27.13 feet c;
thence South 23°05' West for 31.64 feet to an iron rod;
thence South 33°41' West for 36.88 feet to an iron rod;
thence South 56°03' West for 27.41 feet to an iron rod;
thence South 9° 20' West for 54.28 feet to the northerly right of way of County Road #565;
thence along the right of way on a 984 foot radius curve to the right for an arc length of 19.39 feet (the chord bears North 40° 22' 39" East for 19.39 feet) to a point which is ten feet, when measured at right angle, from the previous line ;
thence North 9° 20' East for 33.35 feet to an iron rod;
thence North 56° 03' East for 25.07 feet to an iron rod;
thence North 33° 41' East for 39.78 feet to an iron rod;
thence North 23° 05' East for 34.07 feet to an iron rod;
thence North 5° 57' East for 29.59 feet to an iron rod;
thence North 4° 55' West for 33.36 feet to an iron rod;
thence North 19° 06' West for 28.88 feet to an iron rod;
thence North 30° 31' West for 41.49 feet to an iron rod;
thence South 85° 02' West for 34.24 feet to an iron rod;
thence South 11° 27' East for 10.06 feet to the true point of beginning of the herein described ten foot strip.

SWINEHART LAND SURVEYING
51 PIONEER TRAIL
TOLEDO, OREGON
541-961-4374



SE CORNER LOT 7
SKYLINE TERRACE



SKETCH MAP
for the
CITY of TOLEDO
showing a proposed
10 ft ACCESS EASEMENT STRIP
in the
NW 1/4 S 8 T.11 S; R. 10 W.-W.M.
for additional information, see **CS #21,657**



SCALE :
1" = 30'

LEGEND

- ◊ = CALCULATED POINT
- ○ = MONUMENT PREVIOUSLY SET

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

[Signature]

OREGON
JULY 16, 1982
STEPHEN LOY SWINEHART
2019

RENEWAL DATE : 6/30/24

SWINEHART LAND SURVEYING
51 PIONEER TRAIL
TOLEDO, OREGON
541-961-4374

**COUNTY RD.
#565**

After Recording Return to:

Doug Wiggins,
City Manager
PO Box 220
Toledo, OR 97391

Send Tax Statements To:

No Change

Parties: City of Toledo, PO Box 220, Toledo, OR 97391
Toledo Cemetery Association, PO Box 894, Toledo, OR 97391

**DECLARATION OF PROPERTY LINE
ADJUSTMENT**

This Declaration of Property Line Adjustment is made this ____ day of _____, 2024 by the Toledo Cemetery Association, an Oregon Non-Profit Corporation, and the City of Toledo, an Oregon Municipal Corporation.

RECITALS

A. The City of Toledo is the owner of the real property described as follows:

Tax Lot 200 on Lincoln County Tax Assessor's Map 11-10-08-BB, more particularly described as follows:

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

EXCEPTING THEREFROM the following described property, described in Lincoln County Deed Records, Document No. 200711789:

A tract of land lying in the Northwest quarter of the Northwest quarter of Section 8, Township 11 South, Range 10 West of the Willamette Meridian, in Lincoln County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of Lot 6 of SKYLINE TERRACE; thence North 0° 11' 47" East, 112.70 feet; thence North 85° 16' 25" East, 18.81 feet; thence South 11° 00' 00" West, 38.36 feet to an iron rod; thence South 5° 00' 00" West, 31.21 feet to an iron rod; thence South 13° 59' 34" East, 45.19 feet; thence South 85° 16' 25" West, 20.09 feet to the point of beginning.

ADDING THERETO the following described property, described in Lincoln County Deed Records, Document No. 2007117090:

A tract of land lying in the Northwest quarter of the Northwest quarter of Section 8, Township 11 South, Range 10 West of the Willamette Meridian, in Lincoln County, Oregon, more particularly described as:

Beginning at the Southeast corner of Lot 6 of Skyline Terrace; thence North 0° 11' 47" East, 112.70 feet; thence North 85° 16' 25" East, 18.81 feet to the true point of beginning of this tract; thence North 11° 00' 00" East, 6.86 feet to an iron rod; thence South 0° 17' 32" West, 6.63 feet; thence South 85° 16' 25" West, 1.28 feet to the point of beginning.

B. The Toledo Cemetery Association is the owner of the real property described as follows:

Tax Lot 400 on Lincoln County Tax Assessor's Map 11-10-08-BA, more particularly described in Lincoln County Survey No. 16006, filed 28 February 2000, as modified by Judgment Order in Lincoln County Circuit Court Case No. 48030, dated February 15, 1983.

C. The City of Toledo and the Toledo Cemetery Association desires to adjust the property lines

between the two parcels previously existing.

- D. The City applied to the Lincoln County Planning and Building Department and received approval for a property line adjustment described herein under Case File No. 21-PLA-23 for Map and Tax Lots 11-10-08-BB-00200/11-10-08-BA-00400, and by this reference incorporated herein.

CONVEYANCE

The Toledo Cemetery Association, an Oregon Domestic Non-Profit Corporation, Grantor, conveys and warrants to the City of Toledo, Grantee, a portion of its described above-described parcel, with an access maintenance easement, as described in the Statutory Warranty Deed, recorded in Lincoln County Deed Records, Document No. _____, which the true consideration for this conveyance is \$30,000.

DECLARATION

1. The real property described in Recital A, adding property, is hereby adjusted to create the following described parcel:

See attached **Exhibit A** for legal description, as drawn on the Sketch Map attached as **Exhibit B**.

2. The real property described in Recital B, subtracting property, is hereby adjusted to create the following described parcel:

Tax Lot 400 on Lincoln County Tax Assessor's Map 11-10-08-BA, more particularly described in Lincoln County Deed Records, recorded DV 45-256, recorded April 27, 1925, and as modified by the Judgement Order in Lincoln County Circuit Court Case No. 48030, dated February 15, 1983.

EXCEPTING THEREFROM the following described property:
The Rock Butress as identified in County Survey Number 21657, filed 21 December 2023.

3. The parcels created by this declaration have been surveyed by Stephen Swinehart, A Registered Professional Land Surveyor in the State of Oregon. A reduced copy of his survey, which has been filed as County Survey No. 21657, is attached as **Exhibit C** and by this reference incorporated herein.
4. In the future, each parcel shall be conveyed using the descriptions set forth above.
5. This declaration is binding upon heirs, successors and assigns.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

CITY OF TOLEDO, an Oregon Municipal Corporation:

Dated this __ day of _____, 2024.

By: _____
Doug Wiggins, City Manager

STATE OF OREGON) ss
County of Lincoln)

This instrument was acknowledged before me on _____, 2024, by Doug Wiggins, City Manager, City of Toledo.

Notary Public of Oregon
My Commission expires:

TOLEDO CEMETERY ASSOCIATION, an Oregon Domestic Non-Profit Corporation:

Dated this __ day of _____, 2024.

By: _____
President, Tony Molina

STATE OF OREGON) ss
County of Lincoln)

This instrument was acknowledged before me on _____, 2024, by Tony Molina, as President of the Toledo Cemetery Association, acting on behalf of the Board of Directors.

Notary Public of Oregon
My Commission expires:

REVISED (ADJUSTED) PERIMETER DESCRIPTION
of the
CITY OF TOLEDO
SKYLINE RESERVOIR TRACT

A tract of land located in the Northwest 1/4 of Section 8, Township 11 South, Range 10 West of the Willamette Meridian, in Lincoln County, Oregon, being more particularly described as follows:

Commencing at the southeast corner of Lot 6, Skyline Terrace, as shown on County Survey #18,115;
thence North 0°11'47" East for 112.70 feet;
thence North 85°16'25" East for 18.81 feet to the southwest corner of the tract from Harrison to the City described in Doc 2007-11790, and the true point of beginning of the herein described property;
thence North 11°00' East for 6.86 feet to an iron rod set in County Survey #18,115;
thence South 0°17'32" West for 6.63 feet to the south line of Magnolia Street as shown on the Skyline Terrace plat;
thence North 85°16'25" East along the south line of Magnolia Street and the south line of Lot 7 Skyline Terrace for 322.25 feet to the southeast corner of Lot 7 Skyline Terrace;
thence South 0°06'30" East along the east line of the City of Toledo tract described in the 1968 deed from Hawkins to the City of Toledo recorded in Deed Volume 286 Page 257 and as shown on County Survey #21,657 for 23.41 feet to a point that bears South 72°04' West from a reference monument set in County Survey #21,657;
thence North 72°04' East for 19.20 feet to the iron rod;
thence continuing North 72°04' East for 13.97 feet to an iron rod;
thence North 85°02' East for 26.80 feet to an iron rod;
thence South 30°31' East for 34.19 feet to an iron rod;
thence South 19°06' East for 26.64 feet to an iron rod;
thence South 4°55' East for 31.16 feet to an iron rod;
thence South 5°57' West for 27.13 feet to an iron rod;
thence South 23°05' West for 31.64 feet to an iron rod;
thence South 33°41' West for 36.88 feet to an iron rod;
thence South 56°03' West for 27.41 feet to an iron rod;
thence North 37°24' West for 33.46 feet to an iron rod;
thence continuing North 37°24' West for 13.20 feet to the east line of the City of Toledo tract described in said Deed Volume 286 Page 257 and as shown on County Survey #21,657;
thence South 0°06'30" East along said east line for 119 feet, more or less, to the northerly right of way of County Road #565;
thence southwesterly and northwesterly along said northerly right of way for approximately 600 feet, more or less, to the southwest corner of the City tract described in said Deed Volume 286 Page 257;
thence North 0°10'23" East along the west line of the City tract as shown on County Survey #13,374 for 332 feet, more or less, to the southeast corner of Lot 6 Skyline Terrace;
thence North 85°16'25" East for 20.09 feet to the southeast corner of the tract from the City of Toledo to Harrisons as described in the property line adjustment deed recorded in Doc 2007-11789;
thence North 13°59'34" West along the east line of the Harrison tract for 45.19 feet to an iron rod;
thence North 5°00' East for 31.21 feet to an iron rod;
thence North 11°00' East for 38.36 feet to the true point of beginning.

SWINEHART LAND SURVEYING
51 PIONEER TRAIL
TOLEDO, OREGON 97391
541-961-4374

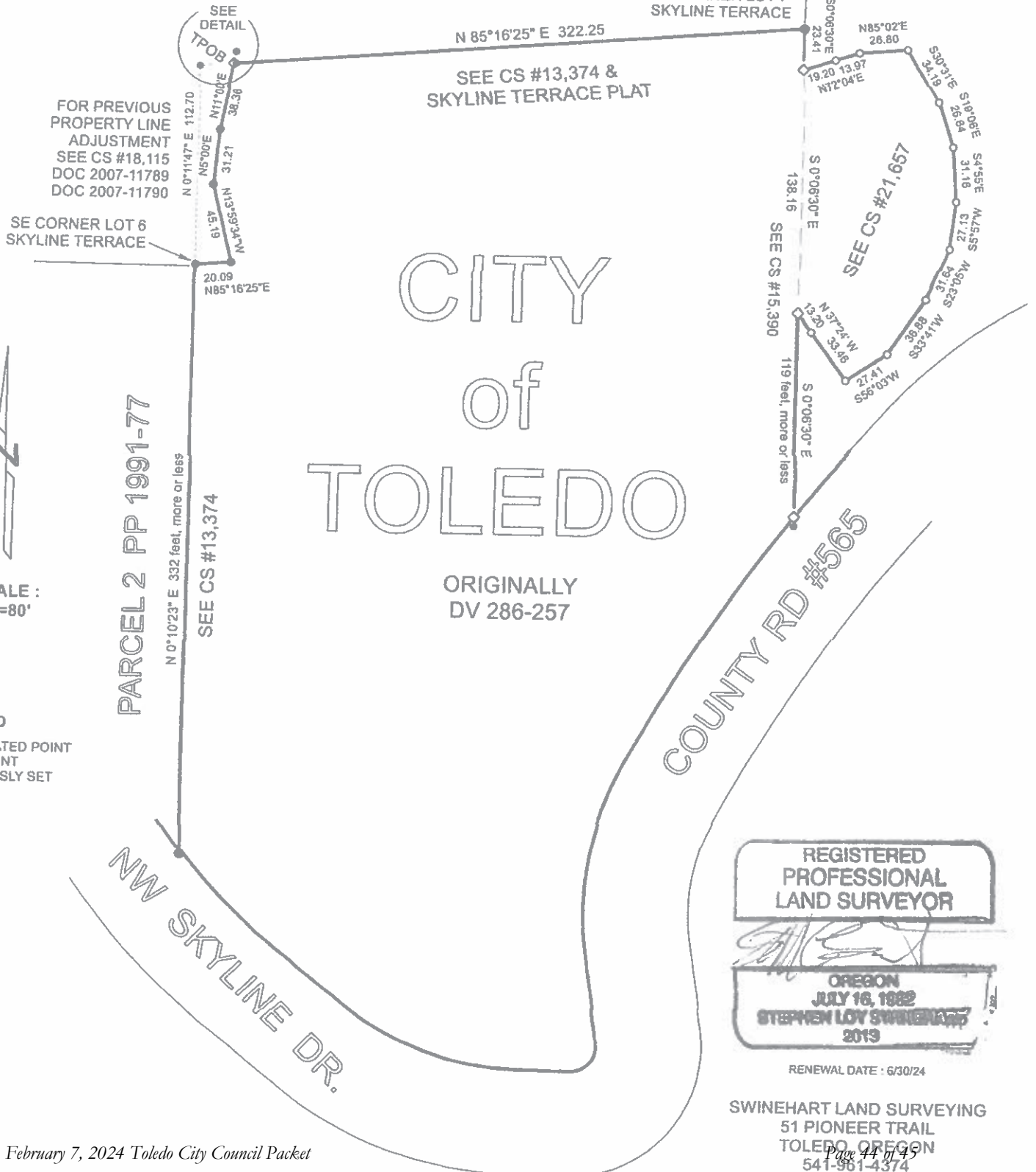
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 16, 1982
STEPHEN LOY SWINEHART
2013

RENEWAL DATE 6/30/24

SKETCH MAP
for the
CITY of TOLEDO
showing the
REVISED PERIMETER
Tax Lot #200 11-10-8 BB
located in the
NW 1/4 S.8 T.11 S; R.10 W.-W.M.

TOLEDO
CEMETERY
ASSOC.



SCALE :
1"=80'

LEGEND

- ◇ = CALCULATED POINT
- = MONUMENT PREVIOUSLY SET

REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]
OREGON
JULY 16, 1882
STEPHEN LOY SWINEHART
2019

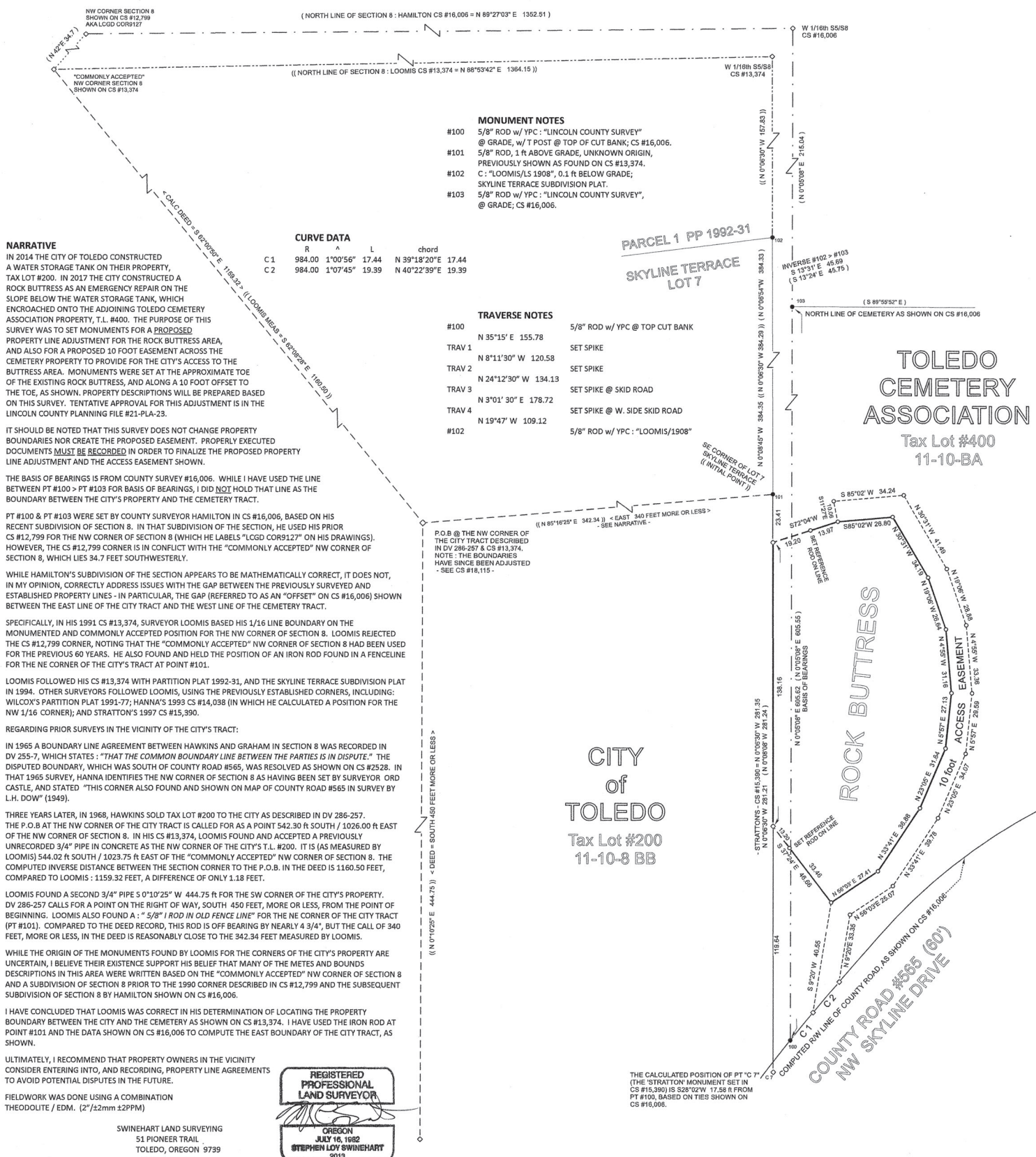
RENEWAL DATE : 6/30/24

SWINEHART LAND SURVEYING
51 PIONEER TRAIL
TOLEDO, OREGON
541-961-4374

RECORD OF SURVEY
requested by the
CITY of TOLEDO
of a proposed
PROPERTY LINE ADJUSTMENT
in the
NW 1/4 of SECTION 8 T.11 S., R. 10 W. - W.M.
(Tax Lots #200 11-10 8 BB & #400 11-10-8 BA)
NOVEMBER 2023



- LEGEND**
- CALCULATED POINT-NO MONUMENT FOUND OR SET
 - MONUMENT FOUND - SEE MONUMENT NOTES
 - MONUMENT SET - 5/8"X30" IRON ROD w/ YELLOW PLASTIC CAP MARKED: "S.SWINEHART / L.S. 2013"
 - () RECORD DATA : HAMILTON CS #16,006 or CS #12,799
 - () LOOMIS CS #13,374 or SKYLINE TERRACE PLAT
 - () DV 286-257 = HAWKINS TO CITY OF TOLEDO



NARRATIVE

IN 2014 THE CITY OF TOLEDO CONSTRUCTED A WATER STORAGE TANK ON THEIR PROPERTY, TAX LOT #200. IN 2017 THE CITY CONSTRUCTED A ROCK BUTTRESS AS AN EMERGENCY REPAIR ON THE SLOPE BELOW THE WATER STORAGE TANK, WHICH ENCRoACHED ONTO THE ADJOINING TOLEDO CEMETERY ASSOCIATION PROPERTY, T.L. #400. THE PURPOSE OF THIS SURVEY WAS TO SET MONUMENTS FOR A PROPOSED PROPERTY LINE ADJUSTMENT FOR THE ROCK BUTTRESS AREA, AND ALSO FOR A PROPOSED 10 FOOT EASEMENT ACROSS THE CEMETERY PROPERTY TO PROVIDE FOR THE CITY'S ACCESS TO THE BUTTRESS AREA. MONUMENTS WERE SET AT THE APPROXIMATE TOE OF THE EXISTING ROCK BUTTRESS, AND ALONG A 10 FOOT OFFSET TO THE TOE, AS SHOWN. PROPERTY DESCRIPTIONS WILL BE PREPARED BASED ON THIS SURVEY. TENTATIVE APPROVAL FOR THIS ADJUSTMENT IS IN THE LINCOLN COUNTY PLANNING FILE #21-PLA-23.

IT SHOULD BE NOTED THAT THIS SURVEY DOES NOT CHANGE PROPERTY BOUNDARIES NOR CREATE THE PROPOSED EASEMENT. PROPERLY EXECUTED DOCUMENTS MUST BE RECORDED IN ORDER TO FINALIZE THE PROPOSED PROPERTY LINE ADJUSTMENT AND THE ACCESS EASEMENT SHOWN.

THE BASIS OF BEARINGS IS FROM COUNTY SURVEY #16,006. WHILE I HAVE USED THE LINE BETWEEN PT #100 > PT #103 FOR BASIS OF BEARINGS, I DID NOT HOLD THAT LINE AS THE BOUNDARY BETWEEN THE CITY'S PROPERTY AND THE CEMETERY TRACT.

PT #100 & PT #103 WERE SET BY COUNTY SURVEYOR HAMILTON IN CS #16,006, BASED ON HIS RECENT SUBDIVISION OF SECTION 8. IN THAT SUBDIVISION OF THE SECTION, HE USED HIS PRIOR CS #12,799 FOR THE NW CORNER OF SECTION 8 (WHICH HE LABELS "LCOG COR9127" ON HIS DRAWINGS). HOWEVER, THE CS #12,799 CORNER IS IN CONFLICT WITH THE "COMMONLY ACCEPTED" NW CORNER OF SECTION 8, WHICH LIES 34.7 FEET SOUTHWESTERLY.

WHILE HAMILTON'S SUBDIVISION OF THE SECTION APPEARS TO BE MATHEMATICALLY CORRECT, IT DOES NOT, IN MY OPINION, CORRECTLY ADDRESS ISSUES WITH THE GAP BETWEEN THE PREVIOUSLY SURVEYED AND ESTABLISHED PROPERTY LINES - IN PARTICULAR, THE GAP (REFERRED TO AS AN "OFFSET" ON CS #16,006) SHOWN BETWEEN THE EAST LINE OF THE CITY TRACT AND THE WEST LINE OF THE CEMETERY TRACT.

SPECIFICALLY, IN HIS 1991 CS #13,374, SURVEYOR LOOMIS BASED HIS 1/16 LINE BOUNDARY ON THE MONUMENTED AND COMMONLY ACCEPTED POSITION FOR THE NW CORNER OF SECTION 8. LOOMIS REJECTED THE CS #12,799 CORNER, NOTING THAT THE "COMMONLY ACCEPTED" NW CORNER OF SECTION 8 HAD BEEN USED FOR THE PREVIOUS 60 YEARS. HE ALSO FOUND AND HELD THE POSITION OF AN IRON ROD FOUND IN A FENCELINE FOR THE NE CORNER OF THE CITY'S TRACT AT POINT #101.

LOOMIS FOLLOWED HIS CS #13,374 WITH PARTITION PLAT 1992-31, AND THE SKYLINE TERRACE SUBDIVISION PLAT IN 1994. OTHER SURVEYORS FOLLOWED LOOMIS, USING THE PREVIOUSLY ESTABLISHED CORNERS, INCLUDING: WILCOX'S PARTITION PLAT 1991-77; HANNA'S 1993 CS #14,038 (IN WHICH HE CALCULATED A POSITION FOR THE NW 1/16 CORNER); AND STRATTON'S 1997 CS #15,390.

REGARDING PRIOR SURVEYS IN THE VICINITY OF THE CITY'S TRACT:

IN 1965 A BOUNDARY LINE AGREEMENT BETWEEN HAWKINS AND GRAHAM IN SECTION 8 WAS RECORDED IN DV 255-7, WHICH STATES: "THAT THE COMMON BOUNDARY LINE BETWEEN THE PARTIES IS IN DISPUTE." THE DISPUTED BOUNDARY, WHICH WAS SOUTH OF COUNTY ROAD #565, WAS RESOLVED AS SHOWN ON CS #2528. IN THAT 1965 SURVEY, HANNA IDENTIFIES THE NW CORNER OF SECTION 8 AS HAVING BEEN SET BY SURVEYOR ORD CASTLE, AND STATED "THIS CORNER ALSO FOUND AND SHOWN ON MAP OF COUNTY ROAD #565 IN SURVEY BY L.H. DOW" (1949).

THREE YEARS LATER, IN 1968, HAWKINS SOLD TAX LOT #200 TO THE CITY AS DESCRIBED IN DV 286-257. THE P.O.B AT THE NW CORNER OF THE CITY TRACT IS CALLED FOR AS A POINT 542.30 FT SOUTH / 1026.00 FT EAST OF THE NW CORNER OF SECTION 8. IN HIS CS #13,374, LOOMIS FOUND AND ACCEPTED A PREVIOUSLY UNRECORDED 3/4" PIPE IN CONCRETE AS THE NW CORNER OF THE CITY'S T.L. #200. IT IS (AS MEASURED BY LOOMIS) 544.02 FT SOUTH / 1023.75 FT EAST OF THE "COMMONLY ACCEPTED" NW CORNER OF SECTION 8. THE COMPUTED INVERSE DISTANCE BETWEEN THE SECTION CORNER TO THE P.O.B. IN THE DEED IS 1160.50 FEET, COMPARED TO LOOMIS: 1159.32 FEET, A DIFFERENCE OF ONLY 1.18 FEET.

LOOMIS FOUND A SECOND 3/4" PIPE 5'0"X1'0"X25" W 444.75 FT FOR THE SW CORNER OF THE CITY'S PROPERTY. DV 286-257 CALLS FOR A POINT ON THE RIGHT OF WAY, SOUTH 450 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING. LOOMIS ALSO FOUND A "5/8" IRON ROD IN OLD FENCE LINE" FOR THE NE CORNER OF THE CITY TRACT (PT #101). COMPARED TO THE DEED RECORD, THIS ROD IS OFF BEARING BY NEARLY 3/4", BUT THE CALL OF 340 FEET, MORE OR LESS, IN THE DEED IS REASONABLY CLOSE TO THE 342.34 FEET MEASURED BY LOOMIS.

WHILE THE ORIGIN OF THE MONUMENTS FOUND BY LOOMIS FOR THE CORNERS OF THE CITY'S PROPERTY ARE UNCERTAIN, I BELIEVE THEIR EXISTENCE SUPPORT HIS BELIEF THAT MANY OF THE METES AND BOUNDS DESCRIPTIONS IN THIS AREA WERE WRITTEN BASED ON THE "COMMONLY ACCEPTED" NW CORNER OF SECTION 8 AND A SUBDIVISION OF SECTION 8 PRIOR TO THE 1990 CORNER DESCRIBED IN CS #12,799 AND THE SUBSEQUENT SUBDIVISION OF SECTION 8 BY HAMILTON SHOWN ON CS #16,006.

I HAVE CONCLUDED THAT LOOMIS WAS CORRECT IN HIS DETERMINATION OF LOCATING THE PROPERTY BOUNDARY BETWEEN THE CITY AND THE CEMETERY AS SHOWN ON CS #13,374. I HAVE USED THE IRON ROD AT POINT #101 AND THE DATA SHOWN ON CS #16,006 TO COMPUTE THE EAST BOUNDARY OF THE CITY TRACT, AS SHOWN.

ULTIMATELY, I RECOMMEND THAT PROPERTY OWNERS IN THE VICINITY CONSIDER ENTERING INTO, AND RECORDING, PROPERTY LINE AGREEMENTS TO AVOID POTENTIAL DISPUTES IN THE FUTURE.

FIELDWORK WAS DONE USING A COMBINATION THEODOLITE / EDM. (2" ±2mm ±2PPM)

SWINEHART LAND SURVEYING
51 PIONEER TRAIL
TOLEDO, OREGON 9739
541-961-4374



- MONUMENT NOTES**
- #100 5/8" ROD w/ YPC: "LINCOLN COUNTY SURVEY" @ GRADE, w/ T POST @ TOP OF CUT BANK; CS #16,006.
 - #101 5/8" ROD, 1 FT ABOVE GRADE, UNKNOWN ORIGIN, PREVIOUSLY SHOWN AS FOUND ON CS #13,374.
 - #102 C: "LOOMIS/LS 1908", 0.1 FT BELOW GRADE; SKYLINE TERRACE SUBDIVISION PLAT.
 - #103 5/8" ROD w/ YPC: "LINCOLN COUNTY SURVEY", @ GRADE; CS #16,006.

CURVE DATA

	R	A	L	chord
C 1	984.00	1°00'56"	17.44	N 39°18'20" E 17.44
C 2	984.00	1°07'45"	19.39	N 40°22'39" E 19.39

- TRAVERSE NOTES**
- #100 5/8" ROD w/ YPC @ TOP CUT BANK
 - TRAV 1 N 35°15' E 155.78 SET SPIKE
 - TRAV 2 N 8°11'30" W 120.58 SET SPIKE
 - TRAV 3 N 24°12'30" W 134.13 SET SPIKE @ SKID ROAD
 - TRAV 4 N 3°01' 30" E 178.72 SET SPIKE @ W. SIDE SKID ROAD
 - #102 N 19°47' W 109.12 5/8" ROD w/ YPC: "LOOMIS/1908"

P.O.B @ THE NW CORNER OF THE CITY TRACT DESCRIBED IN DV 286-257 & CS #13,374. NOTE: THE BOUNDARIES HAVE SINCE BEEN ADJUSTED - SEE CS #18,115.

CITY of TOLEDO
Tax Lot #200
11-10-8 BB

TOLEDO CEMETERY ASSOCIATION
Tax Lot #400
11-10-BA

THE CALCULATED POSITION OF PT "C 7" (THE "STRATTON" MONUMENT SET IN CS #15,390) IS S28°02'W 17.58 FT FROM PT #100, BASED ON TIES SHOWN ON CS #16,006.