



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**  
March 20, 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](mailto: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. Presentations –**  
Georgia Pacific Mill; Public Affairs Manager Andrea Formo
- 3. Visitors/Public Comment**  
(The public comment period provides the public with an opportunity to address the City Council regarding items not on the agenda. Please limit your comments to three (3) minutes).
- 4. Consent Agenda**
  - Minutes from the meeting held December 6, 2023
- 5. Discussion Items**
  - Draft resolution establishing a Nepotism and Personal Relationships in the Workplace Policy
- 6. Decision Items**
  - Resolution No. 1545 creating a committee to review the City Charter
  - Contract approval for a Springbrook Software upgrade
  - Grant award contract with the Department of Land Conservation & Development to bring compliance with the newly adopted HB 3395 and other rules
  - Consideration to increase the City Manager's annual salary to \$120,000
- 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](mailto: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.





**Georgia-Pacific**

**Toledo City Council**

March 20, 2023





# About Georgia-Pacific Toledo

- Georgia-Pacific's original pulp and paper mill, and the only one GP constructed. Operations started in 1958.
- Integrated pulp and paper mill, producing unbleached linerboard and corrugating medium.
- Lincoln County's largest manufacturing employer with over 400 employees and an annual payroll of approximately \$53 million.
- Capacity to produce over 2,500 T/D or 900,000 T/Y on 3 paper machines.

# Effluent Line Updates

- Engineering firm review –anticipate this study returning to GP May 2024
- 2024 plans include:
  - Investigate liner on shore
  - Repair the leak with clamp style repair
  - Dredge and investigate diffusers
  - Technically considered a permanent repair by agency standards

# Permitting

- Have already started permitting application process with 8 agencies
- Permits needed:
  - Joint Permit Application for the Corps, DSL, DEQ
  - Evaluation of natural resources and an effects determination for DSL
  - SLOPES compliance language for NMFS
  - Coastal Effects Evaluation report, Analysis of Enforceable Policies for DLCD
  - Updated easements for DSL proprietary
  - Ocean Shore Alteration Permit for Oregon State Parks
  - Beach and Dune Area Site Review application for City of Newport

# Timeline

- Spring 2024
  - GP anticipates obtaining permits from various agencies to begin repair work
  - Engineering study completed
  - GP hosted community open houses
- Summer 2024
  - Repair work begins
- Fall 2024
  - Ongoing repair work
  - Next phase of repair determined based on engineering study

**TOLEDO CITY COUNCIL**  
**REGULAR MEETING**  
December 6, 2023

**1. CALL TO ORDER**

Mayor Rod Cross called the meeting to order at 6:01 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		Mayor Rod Cross
X		Council President Kim Bush
X		Councilor Jackie Kauffman
X		Councilor Tracy Mix
X		Councilor Stu Strom
X		Councilor Frank Silvia
X		Councilor Jackie Burns

Staff present: City Manager (CM) Doug Wiggins, City Recorder (CR) Lisa Figueroa, City Attorney (CA) Mike Adams, Finance Director/Assistant CM (FD) Amanda Carey, Police Chief (PC) Michael Pace, Fire Chief (FC) Larry Robeson, Contract Planner (CP) Justin Peterson

**2. PROCLAMATIONS/PRESENTATIONS**

**Proclamation – Fiscal Year 2022/2023 Financial Audit presentation, Hanford and Associates**  
Teresa Hanford and Sara Marshall of Hanford and Associates presented the financial audit. Ms. Marshall highlighted several funds within the audit and said overall the City is doing well financially. Ms. Hanford said City staff continues to make improvements in many areas, which is reflected in the audit.

**3. Public Hearing (Legislative) – Ordinance No. 1417, an ordinance amending Toledo Municipal Code Chapter 1.08 to adopt the 2023 Toledo Comprehensive Land Use Plan**

Mayor Cross opened the public hearing at 6:17 p.m. and presented the council report. He asked Council members for any declarations of conflicts of interest or bias and there were none. He reviewed the process of the public hearing process including the public comment and appeal process.

CP Peterson provided the council report. He said this is a legislative public hearing for the 20 year Comprehensive plan [2043 Vision] (Plan) update. He said the City was overdue to update the plan and the effort was to modernize it. He said the Planning Commission has worked on the Plan update for two years, going through each of the chapters to consider updates to the Plan. He said the Planning Commission recommends the Council approve the Plan. He reviewed the criteria and noted page 5 lists various outreach methods the Planning Commission used to engage community involvement and solicit feedback. He noted there were a couple of properties along East Slope Road that were annexed in the 1990's but there are some discrepancies with the final approval of those properties with the state. He said it is not directly related to the Plan and staff is working to sort out that issue. He said a local wetlands inventory was conducted in 1995, which will be

1 updated with a new wetlands inventory. He said the planning staff consulted with the Department  
2 of Land Conservation and Development (DLCD), who reviewed and offered text edits on the Plan.

3  
4 CP Peterson reviewed Article 7 and indicated the City does not currently have a Parks Master Plan,  
5 however it is possible to seek a grant from the state Oregon Parks and Recreation Department for  
6 a grant to develop one. He continued through the Plan and highlighted several minor updates. He  
7 proceeded to Article 14 and noted there is a policy now in regards to an Urban Growth Boundary  
8 (UGB) swap. He said the policy would support a future UGB swap. He referenced Articles 16 and  
9 17 and indicated Lincoln County is the lead in regards to an Estuary Management Plan (EP). He  
10 said the County has to adopt an EP, which will be adopted by the City as well. He said staff  
11 provided notice to Lincoln County about the Plan, but did not receive any comments. He said staff  
12 requests the Council adopt the Plan.

13  
14 The Council inquired whether there would be significant future changes required to the Plan if the  
15 Federal Emergency Management Agency (FEMA) adopted their proposed building restrictions.

16  
17 Mayor Cross opened the floor for public comment but there were no comments.

18  
19 **Motion** – It was moved and seconded (Strom/Silvia) to close the public hearing and the motion  
20 carried unanimously.

21  
22 Mayor Cross closed the public hearing at 6:39 p.m.

23  
24 **Motion** – It was moved and seconded (Kauffman/Bush) to approve the proposed amendment to  
25 the Toledo Municipal Code based on the testimony received, the findings within the staff report, and  
26 the evidence and arguments before the City Council at the public hearing on December 6, 2023. The  
27 City Council determines that the request by the City of Toledo (PA-1-23) to amend the Toledo  
28 Comprehensive Plan, complies with the criteria identified in TMC 19.20.070(A)-(D) as stated in the  
29 findings contained in the Staff Report. The City Council hereby adopts the staff report as findings and  
30 the other evidence in the record as findings supporting its decision and approves application PA-1-  
31 23. In addition, the City Council adopts Ordinance No. 1417 by reading by title twice: "An Ordinance  
32 Amending Toledo Municipal Code Chapter 1.08 to adopt the 2023 Toledo Comprehensive Land Use  
33 Plan and the motion carried unanimously.

#### 34 35 **4. VISITORS/PUBLIC COMMENT**

36 Outreach Manager Dave Larmouth of Dahl Disposal Services addressed the Council. He reported  
37 food waste can now be mixed with yard debris and that mixed compostable program is going well.  
38 He noted the holiday season schedule for Christmas and New Year's Day service will be one day  
39 late, except for Friday. He indicated with the upcoming severe weather, there may be instances  
40 they will not be able to pick up trash/recyclables.

41  
42 Barry Bruster, citizen, inquired whether there are any plans for property located along Graham  
43 Street and the Council indicated there were no plans.



1 **5. CONSENT AGENDA**

2 **Minutes from the regular meeting held August 16, 2023, the 2024 Master Meeting Calendar**  
3 **and accept the certified results of the November 7, 2023 Special Election**

4  
5 Councilor Strom requested the calendar be removed for discussion. He commented on hosting  
6 three meetings a month and whether the Council could host two meetings instead or adding a work  
7 session before a meeting.

8  
9 **Motion** – It was moved and seconded to (Mix/Bush) to adopt the consent agenda as amended and  
10 the motion carried unanimously.

11  
12 The Master Meeting calendar was moved to discussion items for further consideration.

13  
14 **6. DISCUSSION ITEMS**

15  
16 **Discussion of an Ordinance creating a Toledo Livability Code**

17 CA Adams presented the council report for discussion. He reviewed several changes within the  
18 Code based on discussions he had with various citizens. The Council referenced page 176 in the  
19 packet and inquired about Section 8.24.420(d). CA Adams referred to provision (e) regarding  
20 responsible party and elaborated on the meaning behind responsible party. CM Wiggins clarified,  
21 the language was added to ensure a landlord would not be able to claim they are a tenant because  
22 their LLC/Corporation is designated as the landlord. Staff answered additional clarification  
23 questions.

24  
25 CM Wiggins said there is a \$75 appeal fee but indicated if they are not found in violation, they  
26 would be refunded the fee. He noted Section 8.24.090 addresses violations for untruthfulness.

27  
28 Kate Orr, citizen, addressed the Council. She said several citizens have met with Mr. Bruster  
29 because of several concerns they have with Section 8.24. She expressed concern in regards to the  
30 drafts that were available to the public for review and commented she could not keep up to the  
31 current draft as they kept getting revised so frequently.

32  
33 **2024 Master Meeting Calendar**

34 Councilor Strom inquired whether the Council would entertain reducing the number of work  
35 sessions on the proposed calendar. Mayor Cross proposed the calendar remain as proposed but the  
36 Council could review the upcoming calendar before a work session and if there were no items for  
37 consideration, then the Council could cancel the meeting. The Council debated the necessity of the  
38 dates designated on the calendar. Councilor Mix asked if the first budget committee meeting (April  
39 16) could be pushed back to April 18. There were no comments in opposition of the date.

40  
41 **Motion** – It was moved and seconded (Kauffman/Bush) to accept the 2024 master meeting  
42 calendar as amended and the motion carried unanimously.

1 **7. DECISION ITEMS**

2 **Adoption of the City of Toledo 2023 Drinking Water Protection Plan**

3 CM Wiggins presented the council report he indicated it completed the public comment period  
4 and came back from the Oregon Health Authority (OHA) with no comments. He said it meets all  
5 the Oregon Administrative Rules (OAR) requirements. He said the Plan addressed public outreach,  
6 municipal policies and watershed management amongst other conservational and restoration  
7 issues. He said it was approved by OHA and the Department of Environmental Quality.

8  
9 **Motion** – It was moved and seconded (Kauffman/Bush) to adopt the City of Toledo 2023 Drinking  
10 Water Protection Plan and the motion carried unanimously.

11  
12 **Resolution No. 1536, a resolution of the City Council receiving the audit as presented by**  
13 **Hanford & Associates**

14 FD Carey presented the council report and indicated the resolution accepts the audit that was  
15 presented. She noted the only “finding” identified by the auditor is that staff did not prepare their  
16 own financial statements, which is common in smaller cities that do not have enough staff to  
17 manage it themselves.

18  
19 **Motion** – It was moved and seconded (Bush/Strom) to adopt Resolution No. 1536, A Resolution  
20 of the Toledo City Council receiving the 2022-2023 Fiscal Year Financial Audit for the City of  
21 Toledo as presented by Hanford & Associates.

22  
23 **8. REPORTS AND COMMENTS**

24 CA Adams indicated he hosted several ethics training classes for employees.

25  
26 CM Wiggins updated the council on the status of the meetings between the City and the Greater  
27 Toledo Pool District in regards to the recreation center. He said there may be some  
28 intergovernmental agreements that will come before the Council in the future for the recreation  
29 center and there would be a separate one presented for with the Urban Renewal Agency as well.  
30 He said he has been in negotiations with the contractor for the public safety building and will  
31 present a contract to the Council in a future meeting. He said the City issued a public safety  
32 announcement in regards to some overflow due to the recent rains. He said it is currently on City  
33 property and is not a health or safety issue but the City is still required to provide a public notice.

34  
35 There were discussions about the recent community events including the upcoming Community  
36 Appreciation Parade.

37  
38 **9. ADJOURNMENT**

39 The meeting adjourned at 8:12 p.m.


40  
41 Approve:

Attest:

42  
43  
44 \_\_\_\_\_  
45 Mayor Rod Cross

\_\_\_\_\_   
City Recorder Lisa Figueroa

**CITY OF TOLEDO  
REQUEST FOR COUNCIL ACTION**

	<b>Meeting Date:</b>	<b>Agenda Topic:</b>
	March 20, 2024	A draft resolution of the Toledo City Council establishing a Nepotism and Personal Relationships in the Workplace Policy
<b>Council Goal:</b>	<b>Agenda Type:</b>	
Not Applicable	Discussion Items	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
City Attorney M. Adams	City Manager Doug Wiggins	City Manager Doug Wiggins

**Recommendation:**

This comes before Council as a discussion item. Should Council want to approve this version after moving it to decision item on the agenda, the motion is:

I approve resolution No. \_\_\_\_, a resolution of the Toledo City Council establishing a Nepotism and Personal Relationships in the Workplace Policy.

**Background:**

A part of the Oregon Public Ethics Law, Oregon Revised Statutes (ORS) 244.175, 244.177, and 244.179 addresses nepotism. Nepotism is favoritism, without regard to merit. At the same time, ORS 659.309 prohibits discrimination solely because of employment of another family member, including refusing to hire or employ an individual, bar or discharge from employment an individual, or discriminate against an individual in compensation or in terms, conditions, or privileges of employment.

The City having a policy in place is important because: 1) a Public official may not participate in the appointment, employment, promotion, discharge, firing or demoting of a relative or member of the household; and 2) Public officials may not directly supervise a relative or member of the household unless local policy expressly permits.

<b>Fiscal Impact:</b>	<b>Fiscal Year:</b>	<b>GL Number:</b>
N/A	2023-2024	N/A



**CITY OF TOLEDO  
RESOLUTION NO.**

**A RESOLUTION OF THE TOLEDO CITY COUNCIL ESTABLISHING A NEPOTISM AND  
PERSONAL RELATIONSHIPS IN THE WORKPLACE POLICY**

**WHEREAS**, Public agencies are required to conduct hiring and employment decisions in a fair, open and impartial manner; and

**WHEREAS**, Chapter III, Section 6, of the City of Toledo Charter provides that “Except as this charter provides otherwise, all powers of the City are vested in the council.”; and

**WHEREAS**, Chapter III, Section 10, of the City of Toledo Charter provides “The council shall appoint a city manager. Other additional officers of the City may be a city attorney, municipal judge, and other officers the council considers necessary, each of whom the council shall appoint any may remove by majority vote of all members of the council.”; and

**WHEREAS**, Chapter V, Section 20, Subsection (4), of the Toledo Charter provides that “The [city] manager shall:”

“(f) Appoint, discipline and remove personnel, except appointees of the mayor or council.

(g) Supervise and control the city manager's appointees in their service to the City.”; and

**WHEREAS**, a part of the Oregon Public Ethics Law, Oregon Revised Statutes (ORS) 244.175, 244.177, and 244.179 addresses nepotism; and

**WHEREAS**, ORS 659.309 prohibits discrimination solely because of employment of another family member, including refusing to hire or employ an individual, bar or discharge from employment an individual, or discriminate against an individual in compensation or in terms, conditions, or privileges of employment; and

**WHEREAS**, ORS 244.179(3)(c) provides authority for a public body to “adopt policies specifying when a public official acting in an official capacity may directly supervise a person who is a relative or member of the household.”; and

**WHEREAS**, The City having a policy in place is important because: 1) a Public official may not participate in the appointment, employment, promotion, discharge, firing or demoting of a relative or member of the household; and 2) Public officials may not directly supervise a relative or member of the household unless local policy expressly permits; and

**WHEREAS**, The City Council now wishes to exercise such authority.

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

Section 1.     **Policy.** The City of Toledo complies with applicable laws regulating the employment of family members and household members in public employment and maintains procedures to prevent favoritism or unfairness in the workplace due to family and personal relationships.

Section 2. **Applicability.** This policy is applicable to all employees, interns, volunteers and applicants for these positions.

Section 3. **Definitions.**

**1. Chain of command:** A sequence of positions in which there are increasing levels of supervisory authority. For example, if City Manager A supervises Department Director B who in turn supervises Employee C, City Manager A and Employee C are in the same chain of command even though the supervisory relationship is indirect. Positions may be in the same chain of command provided there is no direct supervisory-subordinate relationship. The Mayor and City Council members, individually, do not have a direct supervisory-subordinate relationship to any employees, interns, or volunteers, but only when acting together as a public body, and only as to those officers appointed by the City Council under the City's Charter.

**2. Family members:** For the purposes of this policy, family members include spouses, children (including son-in-law, daughter-in-law, and stepchildren), parents (including father-in-law, mother-in-law, and stepparents), siblings (including half and step siblings), aunts, uncles, nieces, nephews, grandparents, grandchildren, domestic partners and equivalent family members of an employee's spouse or domestic partner.

**3. Household Members:** Household Members are those individuals who reside under the same roof as a Public Official.

**4. Nepotism:** Nepotism is favoritism, without regard to merit, shown by those acting in the capacity of a supervisor or a person with oversight authority to family members or someone with whom they have a close personal or familial relationship. Appointments, transfers, and promotions to positions shall be based on merit as determined by a comparison of job related qualifications. Bias in favor of candidates who are related to persons involved in or who have an effective influence upon the selection process is prohibited.

**5. Public Official:** For purposes of this policy, Public Official includes the Mayor, City Councilors, employees, interns, and volunteers, of the City of Toledo.

**6. Romantic Partners:** For purposes of this policy, Romantic Partner means the spouse or domestic partner of the Public Official, or an individual who primarily has a personal and ongoing romantic relationship with the Public Official, which has lasted for more than two-weeks in duration.

**7. Span of Control:** All positions in a subordinate reporting relationship to a supervisor or manager.

Section 4. **Rules.**

1. No employee or applicant for employment or promotion will be treated differently or adversely solely because a family member works or has worked for the City of Toledo, subject to the other requirements of this policy.

2. Family members, household members and romantic partners shall not work together in a direct supervisory-subordinate relationship under any circumstances.

3. Family members, household members or romantic partners in the same department, chain of command, or span of control are cautioned to conduct themselves professionally or be subject to discipline and possible separation of the working relationship.
4. Employees must notify the City Manager or City Attorney of any current or potential supervisor-subordinate relationships that may be prohibited or subject to a review requirement under this policy.

Section 5. **Procedures.**

**Employment Decisions.**

1. An employee may not appoint, employ, promote, discipline, demote, or fire a family member, household member or romantic partner.

a. No employee may participate in any official discussion or decision related to the employment of a family member, household member, or romantic partner, even if the employees do not work in the same department, chain of command, or span of control.

i. Example: No employee may serve on an interview panel or otherwise participate in the screening process for a position for which a family member, household member or romantic partner is a candidate.

ii. Exception: The City of Toledo may obtain an employee's statement about an employee who is a family member, household member or romantic partner if it is material to an internal or legal investigation and consistent with business necessity and applicable law. The relationship will be noted and taken into account when evaluating the statement.

b. Upon approval of the City Manager or City Council, depending on the appointing authority, this policy authorizes a written delegation of the authority to appoint, employ, promote, discipline, demote, or fire a family member, household member or romantic partner, to be approved by such appointing authority, which transfers and delegates all authority to another Department Director, Assistant City Manager, or City Manager who does not have a conflict, except the grievance participation authority under a Collective Bargaining Agreement, normally with the supervisor, Department Director, Assistant City Manager, or City Manager, will be delegated to the City Manager or City Attorney.

c. In order to comply with legal conflict of interest requirements, the City Manager and City Attorney must be consulted immediately in any situations that could fall under this policy.

**Supervisory relationships**

2. Family members, household members, and romantic partners shall not work together in a direct supervisory-subordinate relationship under any circumstances.

a. If employees are in a relationship prohibited by this policy, they must notify their Department Director and City Manager and propose a plan for separating the supervisory-subordinate working relationship.



- b. One employee or the other must transfer to a different position in the city or leave employment within 30 days. The City Manager may extend this time period if there is a clear plan and timeline for separation and an extension is consistent with the City of Toledo’s legal, ethical, and business interests.
- c. The affected employees are responsible for recommending which employee will transfer or leave employment. The final determination will be made by the City Manager, or if the City Manager is an affected employee, by the City Attorney.
- d. If no solution is reached within the designated time period, both employees will be terminated.

That this resolution is hereby adopted by the Toledo City Council on this \_\_ day of \_\_\_\_\_, 2024.


APPROVED

ATTEST

\_\_\_\_\_  
Mayor Rod Cross

\_\_\_\_\_  
City Recorder Lisa Figueroa

**CITY OF TOLEDO  
REQUEST FOR COUNCIL ACTION**

	<b>Meeting Date:</b>	<b>Agenda Topic:</b>
	March 6, 2024	Resolution No. 1545 creating a committee to review the City Charter
<b>Council Goal:</b>	<b>Agenda Type:</b>	
Keep the community informed about council and city activities through outreach by diverse methods	Decision Items	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
City Recorder L. Figueroa	City Manager Doug Wiggins	City Manager Doug Wiggins

**Recommendation:**

Motion to approve Resolution No. 1545, a resolution of the Toledo City Council creating a committee to review the City Charter and appointing the individuals as presented to the committee.

**Background:**

The City Council held several discussions over the last year in regards to their operations, procedures and whether Council members should be compensated. The City Council operates under the City Charter, which has been in effect since November of 1993.

The resolution is a follow up to a draft resolution presented to the Council on March 6, 2024 in regards to establishing a committee to review the City Charter, making recommendations to the City Council and submitting the proposed amendments to Toledo electors for consideration in the 2024 General Election. The City Council made a couple of amendments to the proposed resolution and it is attached for approval. Also attached is Exhibit A to the resolution, which outlines the purpose, membership and operating policies of the committee.

Based on the structure of the committee, staff reached out to several citizens, who are residents in Toledo and they have agreed to serve on the committee. They are:

- City Council members: Rod Cross, Jackie Burns and Frank Silvia
- Budget Committee member: David Robinson
- Citizens: Lisa Watson, Erik Erickson and Ann Edmondson

The proposed motion provided will approve the resolution and appoint the individuals to the committee.

<b>Fiscal Impact:</b>	<b>Fiscal Year:</b>	<b>GL Number:</b>
N/A	2023-2024 and on-going	N/A

**Attachment:**

1. Resolution No. 1545 and Exhibit A

**CITY OF TOLEDO  
RESOLUTION NO. 1545**

**A RESOLUTION OF THE TOLEDO CITY COUNCIL CREATING AN ADVISORY COMMITTEE TO REVIEW THE CITY CHARTER**

**WHEREAS**, the City Charter for the City of Toledo is the equivalent to the constitution for the City; and

**WHEREAS**, the voters of Toledo adopted the current City Charter in November of 1993; and

**WHEREAS**, the City Council desires to establish a City Charter Review Committee to evaluate the existing City Charter and to determine if the charter should be updated or changed; and

**WHEREAS**, the Toledo City Council desires to establish a charter advisory committee to assist the City Council in the evaluation and preparation of the City's charter and assist the City in its efforts to educate the community about the process and purpose of the Charter.

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

- Section 1. A City Charter Review Committee is hereby established for the purpose of advising the City Council on proposed changes to the City Charter and the possible referral of said changes to City voters at a future 2024 election.
- Section 2. The Committee may consist of up to seven (7) members appointed by the City Council. The committee will be comprised of the following members: three (3) City Council members, one (1) Budget Committee member and three (3) citizens who are residents of the City.
- Section 3. The Committee is an official public body governed by Oregon Public Meeting Law and other applicable statutes. Meetings shall be publically noticed and minutes shall be kept of all committee meetings in accordance with applicable law.
- Section 4. If the Committee determines changes to the City Charter are warranted, it shall recommend draft amendments to the existing charter for review by the City Council to place on the ballot for the voters of Toledo.
- Section 5. The Committee shall be subject to, and shall follow, to the greatest extent feasible, the attached document, Exhibit A, entitled "Expectations of the Charter Review Committee".
- Section 6. The Committee shall terminate at the time charter amendments are voted on by the people of Toledo, unless the Committee determines changes are not warranted. In such case, the Committee shall terminate when it makes such report to the City Council.



Section 7. That this Resolution shall be effective immediately upon passage by the Toledo City Council.

That this resolution is hereby adopted by the Toledo City Council on this \_\_ day of \_\_\_\_\_, 2024.

APPROVED

ATTEST

\_\_\_\_\_  
Mayor Rod Cross

\_\_\_\_\_  
City Recorder Lisa Figueroa

**Exhibit A to Resolution No. 1545**  
Expectations of the City Charter Review Committee



**Purpose**

The primary function of the City Charter Review Committee is to review the existing City Charter to determine if it will adequately serve the Toledo community into the future. If necessary, the committee will recommend draft amendments to the City Charter for the City of Toledo. The proposed charter amendments will ultimately be reviewed by the City Council for placement on the ballot for the voters of Toledo.

The committee must be impartial non-biased, and free of any perceived political gain and may approach the task in whatever means results in a document that best serves the citizens of Toledo.

**Council Expectations**

The Council expects the committee to follow proper decorum and be civil at all times the committee is operating. Committee members serve at the discretion of the Council and may be removed by vote of a majority of Council.

**Membership**

The Committee may consist of up to seven (7) members appointed by the City Council. The committee will be comprised of the following members:

- Three (3) City Council members
- One (1) Budget Committee member
- Three (3) citizens who are residents of the City

Members will receive no compensation.

**Terms of office**

Except as otherwise provided in this resolution, each member will be appointed for a limited term of approximately eight (8) months. Terms will commence on April 1, 2024 and will end at the time the charter is voted on by the people of the City. **If there is a vacancy on the Committee, the City Council may appoint someone to fill that unexpired term.**

**Removal of Committee Members**

Notwithstanding anything contained in this Resolution to the contrary, a member may be removed by the City Council for any of the following reasons:

- a. failure to attend three regular Committee meetings;
- b. failure to declare conflicts of interest; and/or
- c. any other member acts of misconduct or nonperformance.

**Member Responsibilities**

In addition to any other duties or responsibilities assigned to the members under this Resolution, each member must regularly attend Committee meetings and must notify the City Recorder when they will be unable to attend a Committee meeting. In addition, if requested by the City Council, the Committee will attend any City Council meeting that relates to charter issues that may impact or affect the City. Prior to each Committee meeting, members will review all pertinent written documents in preparation for deliberation and decision making. All Committee recommendations and suggestions made to the City Council will be in writing.



The Committee will act as an advisory body to the City Council. To this end, and except as otherwise provided or directed by the City Council from time to time, the Committee will have the following advisory duties and responsibilities:

- a. prepare, for the City Council's review, a draft charter that will serve the community on or before **July 3, 2024**;
- b. serve as an advisory body to the City Council concerning the preparation and adoption of the charter;
- c. inform and educate the community about the process and purpose of the city charter and the importance of the city charter; and
- d. solicit community input concerning the city charter.

The Committee will review charter-related issues that have been referred to the Committee by the City Council from time to time and will make recommendations on these issues.

### **Election of Officers**

The Committee will, at its first meeting, elect a chair and vice-chair. The chair and vice-chair will hold office at the pleasure of the Committee. The City Recorder will serve as the secretary of the Committee.

#### *Duties of the Chair and Vice-Chair*

The chair preside at all meetings, and sign all correspondence on behalf of the Committee. The vice-chair will perform the duties of the chair in the absence of the chair and such other duties as may be assigned by the chair from time to time. In the absence of the chair and vice-chair, the Committee will elect a temporary chair for the particular meeting in question.

### **Operating policies and procedures**

The Committee is an official public body governed by Oregon Public Meeting Law and other applicable statutes. Minutes shall be kept of all committee meetings in accordance with applicable law. Committee minutes are a public record available for public inspection. At the request of the City Council, the Committee will prepare and deliver to the City Council a written report summarizing all Committee activities, actions, and matters before the Committee (and any other information requested by the City Council).

### **Staff to the Committee**

The City Manager and/or Assistant City Manager, the City Attorney, and the City Recorder will support the work of the Committee, serve as primary staff, attend all meetings and act in an advisory roles. The City Attorney will act as the Committee's legal advisor in the conduct of all hearings and matters. Notwithstanding anything contained in this resolution to the contrary, the Committee must consult with the City Manager prior to requesting the assistance of the City Attorney.

### **Committee Meetings**

The Committee will hold at least one regularly scheduled meeting per month, unless cancelled at the direction of the chair due to lack of Committee business or other reason. In addition to the regular meetings, the Committee will meet at such other times and dates as may be deemed necessary or appropriate to carry out Committee business. Meetings of the committee will occur in the Council Chambers so that they may be televised and taped. All meetings of the Committee will be held in accordance with applicable Oregon law.





### **Attendance, Quorum**

1. Due to the tight timeframe of the committee's work, attendance by committee members is very important to the success of this effort. Members unable to attend shall notify the City Recorder by phone or email in advance of the regular meeting.
2. A majority of the members of the committee will constitute a quorum.
3. A quorum of the committee members must be present to conduct business at any meeting.

### **Quorum and Voting**

A majority vote of a quorum will be necessary to act on any matter before the Committee.


### **Final Report**

1. The committee will prepare a final report with recommendations to City Council and present it at a regular meeting of the City Council.
2. The final report will be balanced and represent the majority opinions of the committee.
4. The final report will be reviewed by the entire committee and approved by motion prior to being submitted to Council.
5. The motion approving the final report must be approved by a quorum of the committee.

### **Authority and Expenditures**

The Committee will operate at the direction of the City Council and in conformance with, and subject to, this resolution, Oregon law, and any and all City rules, procedures, resolutions, and ordinances now in force and/or which may hereafter be created, amended, modified, enacted, or promulgated. The Committee has no authority to bind the City or represent to any person that the Committee may bind the City. The Committee has no authority to make expenditures on behalf of the City, or to obligate the City for payment of any sums of money, unless and until the City Council has authorized such expenditures by appropriate ordinance or resolution (which ordinance or resolution will provide the administrative method by which funds will be drawn and expended).

**CITY OF TOLEDO  
REQUEST FOR COUNCIL ACTION**

	<b>Meeting Date:</b>	<b>Agenda Topic:</b>
	March 20, 2024	Contract approval for a Springbrook Software upgrade
<b>Council Goal:</b>	<b>Agenda Type:</b>	
Not Applicable	Decision Items	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Finance Director/Asst. CM A. Carey	City Manager Doug Wiggins	City Manager Doug Wiggins

**Recommendation:**

Motion to approve a contract with Springbrook to upgrade to Springbrook Enterprise Cloud software and authorize the City Manager to sign and execute the contract.

**Background:**

The Finance Department is currently working with our utility billing and financial software provider, Springbrook, in conjunction with a new credit card merchant provider, Xpress Bill Pay, to update our credit card payment platforms.

Because of the nominal cost of switching credit card merchant providers, the Xpress Bill Pay implementation was scheduled to take place within the current fiscal year. A migration to Springbrook’s Cloud version of their Financial Software Suite was planned to be budgeted for in fiscal year 2024-2025.

To make the integration process smoother and more efficient for both the City of Toledo and our software provider, Springbrook has offered to postpone billing until July 2024, with payment due August 2024, for the Springbrook system upgrade if we can sign the contract by the end of March. This will allow Springbrook to begin conversion of both the software suite and credit card merchant Xpress Bill Pay simultaneously while allowing the City of Toledo to budget for the system migration as a capital project in the upcoming budget year.

<b>Fiscal Impact:</b>	<b>Fiscal Year:</b>	<b>GL Number:</b>
Annual Software Subscription Fees \$15,946.00	2024-2025	013-135-600150 001-900-600150 012-125-600150

<b>Fiscal Impact:</b>	<b>Fiscal Year:</b>	<b>GL Number:</b>
System Migration Fee \$19,350.00	2024-2025	001-100-620500

**Attachment:**

1. Contract

Order Form: Q-23489-1  
 Date: 1/16/2024, 12:30 PM  
 Expires On: 3/31/2024



Phone: (866) 777-0069  
 Email: info@sprbrk.com

**Ship To:**  
 Amanda Carey  
 City of Toledo, OR  
 206 N. Main St.  
 Toledo, Oregon 97391  
 amanda.carey@cityoftoledo.org

**Bill To:**  
 Finance Department Toledo, OR  
 City of Toledo, OR  
 206 N. Main St.  
 Toledo, Oregon 97391  
 finance@cityoftoledo.org

Account Manager	E-mail	Phone Number	Payment Terms
Brad Martin	brad.martin@sprbrk.com	(503) 820-4524	Net 30

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Utility Billing Subscription	USD 15,050.00	1	68.824	USD 4,692.00
Finance Suite Subscription	USD 14,200.00	1	47.887	USD 7,400.00
Payroll Subscription	USD 7,850.00	1	50.904	USD 3,854.00
<b>Annual Product Pricing Total:</b>				USD 15,946.00

Fixed Fee Professional Services					
PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
Fixed Fee Professional Services Migration	Fixed Fee Professional Services Migration	USD 19,350.00	1	0.000	USD 19,350.00
<b>Fixed Fee Professional Services Total:</b>					USD 19,350.00

**Grand Total: USD 35,296.00**  
 \* excludes applicable sales tax

## Order Details

Customer Name: City of Toledo, OR

Customer Contact: Amanda Carey

Governing Agreement(s): This Order Form is governed by the applicable terms found at:  
MSA: <http://sprbrk.app.box.com/v/sprbrk-saas-terms>  
MLA: <http://sprbrk.app.box.com/v/sprbrk-onpremise-terms>  
Professional Services: <http://sprbrk.app.box.com/v/sprbrk-svcs-terms>

Term(s): 3 Years

## Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery\* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

*\* The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*



## Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

### Products Ordered

### Invoice Timing

Estimated Professional Services, On-Site Professional Services, and Travel Expenses\*:

Monthly, in arrears for services in the prior month unless specified in Special Terms.

Fixed Fee Professional Services:

The Effective Date of this Order Form unless specified in Special Terms.

Print Services and Transaction Fees:

Monthly, in arrears for transactions in the prior month.

Hardware and One-Time Licenses:

Upon the Effective Date of this Order Form.

Software Licenses, Subscriptions, Maintenance, and Hosting (New):

Annually in advance upon Order Start Date.

Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):

Sixty (60) days in advance of the Order Start Date.

Software Subscriptions, Maintenance, and Hosting (Add-Ons):

Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.

Software Subscriptions (Migrations):

Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

*\* Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work. Changes under \$5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.*

## Special Order Terms

Special Order Terms (if any):  
Invoicing to occur July 1, 2024

**By signing, both parties agree to the terms and conditions set forth in this agreement.**

\* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

**Springbrook Holding Company, LLC**

**City of Toledo, OR**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order # (if required) \_\_\_\_\_

## Springbrook v7 to Cloud Migration Statement of Work

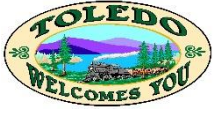
Following is a description of the project scope for a v7 premise upgrade of Springbrook Software to Springbrook's Enterprise Cloud solution. Any work or deliverables not explicitly stated below should be considered out of scope for the purposes of this agreement. Customized software is not supported in Springbrook's cloud product. If your agency has customizations in your current version of the software, Springbrook will conduct an analysis to determine any standard functionality that may be used to replace those custom items.

The process for migrating from a v7 premise installation of Springbrook to Springbrook's Enterprise Cloud solution consists of the following major phases:

- 1. Analyze Custom Software (if applicable):** After completing the analysis, Springbrook will offer alternative solutions to meet your business needs that were previously satisfied through customization. However, please be aware that there is no guarantee that standard functionality will replicate all previously customized functionality. If your agency has business needs not met by Springbrook's standard functionality, Springbrook reserves the right to charge additional professional service fee for the analysis, development, testing, and delivery of such solutions. \*
- 2. Performing a test migration.** During this phase, Springbrook staff will work directly with your IT or other staff to get a current copy of the existing Springbrook database and complete an initial conversion/upgrade of the database and load it to your Cloud database for review. Only one (1) conversion/test migration will be performed as part of this project. \*
- 3. Complete configuration of Springbrook Cloud.** During this phase, a Springbrook Professional Services Consultant will work with staff to complete configuration of the Cloud system, including configuring imports, exports, and check/bill prints to ensure the Cloud system works similarly to the existing premise version. Any request to change functionality from how things work in the premise version are generally considered out of scope for the purposes of this project – this includes, but is not limited to, setting up new users or modifying permission for existing users, configuring additional imports/exports for new banks, third-party bill printers, third-party AMI providers, changing the formats of existing check prints, etc.\*
- 4. Complete enhancement overview session.** During this phase, a Springbrook Professional Services Consultant will provide one (1) overview session to your key staff of differences between Springbrook Cloud and your current v7 software. The focus of this single session is generally on understanding the differences between the two versions and does not include training/re-training in the software. \*
- 5. Perform final data migration.** During this phase, we'll repeat the test migration, but this will be the last and final data migration to the Springbrook Cloud solution. Once Springbrook staff have obtained a copy of the current v7 database, staff will be unable to use the local version of Springbrook until the Cloud solution is live. In most cases, this downtime will span 2-3 business days (with the potential to extend up to 5 business days). Read-only access to the local v7 version of Springbrook will be available while the final Cloud migration is performed. Please note that integrated systems that rely on Springbrook data, including our CivicPay and Employee Self Service systems, will be unavailable during the final migration as well.
- 6. Go live with Springbrook Cloud.** Once the final data migration has occurred and the Cloud system has been verified by Springbrook staff, it will be made available to your staff to begin live processing. A Springbrook Professional Services consultant will be available during the first week to field phone calls and emails regarding questions or issues discovered. Following the first week of go live, additional assistance with using Springbrook Cloud should be directed to Springbrook Technical Support resources. \*

*\*If additional services are requested, a separate agreement will be required to govern the terms and cost for that additional out of scope work.*

**CITY OF TOLEDO  
REQUEST FOR COUNCIL ACTION**

	<b>Meeting Date:</b>	<b>Agenda Topic:</b>
	<b>December 6, 2023</b>	Grant award contract with the Department of Land Conservation & Development to bring compliance with the newly adopted HB 3395 and other rules
<b>Council Goal:</b>	<b>Agenda Type:</b>	
Promote development of housing resources through programs such as rehabilitation loans, non-profit projects and lower barriers for private development	Decision Items	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
City Manager Doug Wiggins	City Manager Doug Wiggins	City Manager Doug Wiggins

**Recommendation:**

Motion to authorize the City Manager to sign the grant agreement contract from Department of Land Conservation & Development for bringing our local land use laws into compliance with House Bill 3395.

**Background:**

The City, with the help of contract planner Justin Peterson, applied for a \$10,000 grant through Department of Land Conservation & Development (DLCD) to help in the costs to bring our land use laws into compliance with HB 3395 which recently passed. While staff has done some work on the bill in the past, this grant should enable the City to finish coming into compliance with the bill.

The Project will use staff and existing contract services to perform technical analysis related to amending local development codes to comply with the provisions of ORS 197.758 allowing middle housing; amending local development codes to comply with other housing-related statutory requirements, including: ORS 197.307 – clear & objective requirements. The staff is expected to provide an analysis and recommendations relating to codes to implement these provisions.

The Project is estimated to be completed by May 31, 2025.

<b>Fiscal Impact:</b>	<b>Fiscal Year:</b>	<b>GL Number:</b>
<b>\$10,000</b>	<b>2023-2024</b>	<b>001-900-608100</b>

**Attachment:**

1. Grant Agreement

STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



**2023-2025 HOUSING PLANNING ASSISTANCE GRANT**

<b>AGREEMENT COVER SHEET</b>	
<b>This cover sheet is informational and not a part of the agreement</b>	
<b>Offer Date:</b> March 13, 2024	
<b>Grantee</b> City of Toledo 206 N. Main Street Toledo, Oregon 97391	<b>Grant No.</b> HA-25-029
<b>Project Title:</b> HB 3395 Missing Middle Housing Code Update and Housing State Statute Updates	
<b>Grantee Representative</b> Justin Peterson, Contract Planner 541-336-2247 <a href="mailto:jpeterson@ocwcog.org">jpeterson@ocwcog.org</a>	<b>DLCD Grant Manager</b> Brett Estes 503-881-0667 <a href="mailto:Brett.estes@dlcd.oregon.gov">Brett.estes@dlcd.oregon.gov</a>
<b>GRANT AMOUNT:</b> \$10,000.00	<b>CLOSING DATE:</b> May 31, 2025
<b>Last day to amend agreement:</b> March 1, 2025	

**Signature**

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned without modification by Grantee within thirty (30) days of the Offer Date, the DLCD Grant Program Manager may terminate this offer of the grant award. Upon receipt of the Agreement signed by Grantee, the DLCD Grant Program Manager shall sign and return a digital copy of the signed document via e-mail.

**List of Products**

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by March 31, 2024 (Project Requirement 6)

Task 1: Code Audit and Code Concepts

Task 2: Draft Code Update

Task 3: Final Code Update

Task 4: Adoption

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.



STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT  
2023-2025 HOUSING PLANNING ASSISTANCE GRANT  
**AGREEMENT**

**DLCD Grant Number:** HA-25-029

**City of Toledo**

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as “DLCD,” and **City of Toledo**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.

2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

- Attachment A: **Project Description and Budget**
- Attachment B: **DLCD Contact Names and Addresses**
- Attachment C: **Request for Product Reimbursement Form and Instructions**
- Attachment D: **Form 1, Notice of Proposed Change (35-day Notice)**
- Attachment E: **Form 2, Notice of Adopted Change**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$10,000.00** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.

4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.

5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

- a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.
- b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement of eligible costs incurred in producing Product(s), as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Exhibit A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD’s approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD’s obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Grantee is in compliance with the terms of this Agreement.
  - iii. Grantee’s representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

**7. Representations and Warranties of Grantee.** Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee’s organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any

other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Grant Manager at least 90 calendar days before the Project End Date.
10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager.
11. **Ownership of Product(s).**
- a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.
  - ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCD or Grantee.
  - iii. **"Product(s)"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.

- b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD's behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD's behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

12. **Indemnity.**

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

- 13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's

written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

**14. Termination:**

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
  - i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
  - ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
  - iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
  - i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
  - ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

**15. Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.



16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCDC (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCDC or any other duly authorized representative of DLCDC shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCDC.
18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCDC or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCDC. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

**Grantee:** City of Toledo

**Grant No.** HA-25-029

Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		

**Grantor:** State of Oregon, acting by and through its Department of Land Conservation and Development

Print Name of DLCD Grant Program Manager	Title	Date
<b>Ethan Stuckmayer</b>	<b>Housing Services Division Manager</b>	
Signature of DLCD Grant Program Manager		

**PROJECT PURPOSE STATEMENT**

The City of Toledo has completed some housing code updates. The proposed project would ensure state statute compliance with the newly adopted HB 3395 and other rules.

**PROJECT OVERVIEW AND MANAGEMENT**

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD Grant Manager. Specific Project management duties of Grantee will include:

- a. Organizing and managing the advisory committee;
- b. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.

***Advisory Committees***

The Project will use the Toledo Planning Commission as the policy advisory committee. Members of the staff will be responsible for reviewing technical analysis with their respective planning commissions and elected officials.

***Agency Role***

DLCD will provide financial, administrative, and technical assistance to the Project. DLCD supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized. DLCD recognizes the City of Toledo will inform, but will not bind, future land use decisions of the cooperating jurisdictions.

***Consultant Role***

The Project will use staff and existing contract services to perform technical analysis related to amending local development codes to comply with the provisions of ORS 197.758 allowing middle housing; amending local development codes to comply with other housing-related statutory requirements, including: ORS 197.307 – clear & objective requirements. The staff is expected to provide an analysis and recommendations relating to codes to implement these provisions.

***Project Meeting Materials***

Written Project documents or memorandum prepared by the consultant shall be provided to Grantee in digital format at least one week prior to any scheduled PAC meeting.

Grantee shall prepare meeting agendas and summaries for each PAC meeting. Grantee shall distribute meeting materials to project committee members at least five (5) working days prior to any scheduled meeting.

***Project Schedule***

The schedule identified in “Schedule, Products, and Budget” section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is May 31, 2025.

### ***Expectations for All Written and Graphic Products***

All reports and Products will be delivered to the DLCD Grant Manager according to the schedule provided in this Project Description.

All reports, studies, and other documents produced under the Project must bear the statement in Project Requirement 3, below.

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this Agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

## **PROJECT REQUIREMENTS**

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products, and maps produced under this Agreement in a digital media format.
6. Grantee will complete the following by March 31, 2024:
  - a. Identify the name and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
  - b. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
7. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
8. Any final product must be proposed under Attachment D, Form 1, “Notice of Proposed Change,” at least 35 days before the first evidentiary hearing as set forth in ORS 197.610 and OAR 660-018-

0020, -0021, and -0022. The products must be adopted by the governing body and submitted under Attachment E, Form 2, “Notice of Adoption” as set forth in ORS 197.615 and OAR 660-018-0040.

9. Grantee will consult closely with the DLCDC Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.
10. Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
11. Grantee will consult with the DLCDC Grant Manager and any other entities in the development of Products and provide an opportunity for timely review of all draft Products.
12. Grantee will submit a written status report at the request of the DLCDC Grant Manager at any time outside of the payment schedule in addition to the reports submitted with Attachment C.
13. Grantee will not use grant funds provided under this Agreement for any regularly scheduled or other scheduled meetings and hearings. Grantee must use its own funds, or in-kind contributions for all regularly scheduled or other scheduled meetings and hearings.

## **SCHEDULE, PRODUCTS, AND BUDGET**

### **Pre-Task Submittals**

The report in Project Requirement 6 in this Project Description and Budget will be submitted.

***Pre-Task Timeline:*** By the date specified in the requirement.

***Pre-task report budget:*** \$1,000.00

### **Task 1: Code Audit and Code Concepts**

DLCDC will assist the city by reviewing comprehensive plan, zoning ordinance, and other land development documents and regulations (if any) to identify legal or policy issues related to residential development. This will include, but is not limited to, determining whether the comprehensive plan and zoning code contains:

- Standards permitting the development of housing in compliance with applicable statutes and Administrative Rules (OAR Chapter 660)
- A clear and objective path for approval of residential development
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging housing through unreasonable cost or delay
- Criteria or procedures related to housing that may stymie production.

City will schedule and provide notice and an agenda for a planning commission meeting to present findings and recommendations of the code review. At this meeting, the city will present required middle housing elements based on statutes and administrative rules, code audit findings, and recommendations in the form of code concepts. The city will solicit input from the public on proposed code concepts.

Following the planning commission meeting, the city will consider public input received and make any necessary revisions to the code concepts, if needed.

**Task 1 Products:**

DLCD Deliverable:

- Code Audit findings and recommendations

City Deliverable:

- Presentation materials to explain required middle housing elements, findings, and recommendations to the advisory committee, the public, and interest groups;
- Planning commission meeting summary; and
- Planning commission meeting notice(s) and agenda(s).

**Task 1 timeline:** April 1, 2024 to July 1, 2024

**Task 1 budget:** \$2,000.00

**Task 2: Draft Code Update**

After review of the findings and recommendations of the code review with the planning commission, City will prepare draft updates to the zoning ordinance, other development codes (if any), and comprehensive plan (if required), addressing issues identified in Task 1.

City will schedule and provide notice and an agenda for a second planning commission meeting to review the draft code update deliverables.

**Task 2 Products:**

- Draft updates to the zoning ordinance, other development codes (if any), and comprehensive plan (if required);
- Presentation materials to explain draft updates to the planning commission;
- Planning commission meeting summary; and
- Planning commission meeting notice(s) and agenda(s).

**Task 2 timeline:** July 1, 2024 to November 1, 2024

**Task 2 budget:** \$3,000.00

**Task 3: Final Code Update**

After review of the code update with the planning commission, City will prepare final draft updates to the zoning ordinance, other development codes (if any), and comprehensive plan (if required), addressing issues identified in Task 2. The final draft document will be delivered in two formats: double underline/strikeout (showing new and deleted text, respectively) to indicate changes from existing code language; and clean text, in a format suitable for adoption.

City will schedule and provide notice and an agenda for s third planning commission meeting to review the final code update deliverables.

**Task 3 Products:**

- Final draft updates to the zoning ordinance, other development codes (if any), and comprehensive plan (if required);
- Presentation materials to explain final draft updates to the planning commission;
- Planning commission meeting summary; and
- Planning commission meeting notice(s) and agenda(s).

**Task 3 timeline:** February 1, 2025 to January 31, 2025



**Task 3 budget:** \$2,000.00

**Task 4: Adoption**

City will schedule and provide notices and agendas for hearings to adopt updates to the City’s zoning ordinance, other development codes (if any), and comprehensive plan (if required). City will coordinate hearing arrangements and present updates to the hearings body or bodies

**Task 4 Products:**

City Deliverable:

- Presentation materials to explain final draft updates to the hearings body or bodies; and
- Hearings notices, agendas, and minutes.

**Submit 35-day notice.** Prepare and submit hearings-ready Products from Task 4 online at [https://db.lcd.state.or.us/PAPA\\_Online/Account/Login?ReturnUrl=%2fPAPA\\_Online](https://db.lcd.state.or.us/PAPA_Online/Account/Login?ReturnUrl=%2fPAPA_Online), or via e-mail with Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation, and at least 35 days before first evidentiary hearing. If the notice is submitted online, send an e-mail to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information providing notification of the submittal. If submitting via e-mail, send Task 4 Product(s) in a digital media format to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information, and to the Plan Amendment Specialist at the e-mail address specified in Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation.

**Submit Notice of Adoption.** Prepare and submit signed ordinance(s) adopting the Products from Task 4 online at [https://db.lcd.state.or.us/PAPA\\_Online/Account/Login?ReturnUrl=%2fPAPA\\_Online](https://db.lcd.state.or.us/PAPA_Online/Account/Login?ReturnUrl=%2fPAPA_Online), or via e-mail with Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation, according to the instructions on the form. If the notice is submitted online, send an e-mail to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information providing notification of the submittal. If submitting via e-mail, send the notice on digital media to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information, and to the Plan Amendment Specialist at the e-mail address specified in Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation.

**Task 4 timeline:** January 31, 2025 to May 31, 2025

**Task 4 budget:** \$2,000.00

**FP – Final Payment**

Reimbursement of **up to \$10,000.00** upon submittal of Product(s) listed in Tasks 1-4. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than May 31, 2025.**

**Budget Summary**

Pre-Task – Project Description and Budget Report	\$ 1,000.00
Task 1 – Code Audit and Code Concepts	\$ 2,000.00
Task 2 – Draft Code	\$ 3,000.00
Task 3 – Final Code	\$ 2,000.00
Task 4 – Adoption	\$ 2,000.00
<b>TOTAL</b>	<b>\$ 10,000.00</b>

**DLCD TA Grant Agreement  
Contact Information**

For questions regarding your grant, please contact:

**Grant Manager:**

Brett Estes  
North Coast Regional Solutions Team  
4506 Third Street  
Tillamook, Oregon 97141

Mobile: 503-881-0667

E-mail: [brett.estes@dlcd.oregon.gov](mailto:brett.estes@dlcd.oregon.gov)

**Housing Team Support Staff:**

Maddie Phillips  
DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, OR 97301

Office: 503-507-5167

Email: [madeline.phillips@dlcd.oregon.gov](mailto:madeline.phillips@dlcd.oregon.gov)

OR

**Housing Services Division Manager:**

Ethan Stuckmayer  
DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, Oregon 97301-2540

Office: 503-302-0937

E-mail: [ethan.stuckmayer@dlcd.oregon.gov](mailto:ethan.stuckmayer@dlcd.oregon.gov)

Payment requests should be sent to:

**Grants Administrative Specialist**

Angela Williamson  
DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, Oregon 97301-2540

Office: 971-239-2901

E-mail: [DLCD.GFGrant@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov)

**Department of Land Conservation and Development (DLCD)  
2023-2025 Request for Interim Reimbursement / Final Closeout**

Grantee Name <b>City of Toledo</b>		Grant No. assigned by DLCD <b>HA-25-029</b>		Final Payment Yes No	
Grant Agreement Start Date From: Execution		Grant Agreement Close Date To: <b>May 31, 2025</b>		Period covered by this Payment From:	
<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>	
<b>Transactions</b>		<b>Previously Reported</b>		<b>This Payment</b>	
				<b>Cumulative</b>	
1. Salaries and Benefits					
2. Supplies and services					
3. Contracts (see instructions)					
4. Other (provide list & explain)					
5. <b>Total (add lines 1-4)</b>					
<i>Local Contributions (if applicable)</i>					
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. <b>Total (add lines 6-9)</b>					
11. <b>Payment requested (from line 5)</b>		<b>DO NOT WRITE IN THIS SPACE</b>		<b>DO NOT WRITE IN THIS SPACE</b>	
12. <b>Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final payment.</b>					
13. Typed or Printed Name and Title			14. Address where payment is to be sent		
15. Signature of Authorized Certifying Official			16. Date Payment Submitted		

**Do Not Write Below This Line FOR DLCD USE ONLY Do Not Write Below This Line**

<b>DLCD CERTIFICATION</b>			
I certify as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:			
_____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued			
_____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued.			
Signature of DLCD Grant Manager		Date	
Signature of DLCD Program Manager		Date	
<b>BATCH #</b>	<b>DATE</b>	<b>VOUCHER#</b>	<b>DATE</b>
<b>PCA#</b>	<b>OBJECT #</b>	<b>VENDOR #</b>	<b>AMOUNT</b>

**Department of Land Conservation and Development  
2023-2025 Planning Technical Assistance Grant Agreement  
Interim Reimbursement and Closeout Form Instructions**

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

***General Instructions and Reminders***

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact the Grants Administrative Specialist at [DLCD.GFGrant@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov). In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests – interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final payment has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Closing Date of this Agreement.

***Completing the Form***

Please show *total actual expenditures only* of DLCD grant award and local contributions.

First row: DLCD will complete the Grantee Name and Grant Number. In the Final Payment box, highlight or circle “No” for interim payments and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this payment” The form includes separate boxes for “from” and “to.” Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the payment descriptions in the “Schedule, Products, and Budget” section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- **“DLCD Grant Expenditures, Previous Reported”** column -- should be blank if the submission is Payment 1. If the request is for a second or later interim payment or final closeout, enter the sum of previous payments in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Payment”** column – captures and identifies expenditures for the products that are currently being submitted for review and payment.
- **“DLCD Grant Expenditures, Cumulative”** column – simply the total of the two previous columns.
- **“DLCD Grant Expenditures, Transactions”** – Complete items 1–4 as applicable and item 5, total in the “Previously Reported” column if applicable and in the “This Payment” column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.
  - **1. Salary and Benefits** includes the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.

- **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
  - **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
  - **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as “Other.” Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
  - **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Payment, and Cumulative columns. The Total payments at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the payment request from line 5 “DLCD Grant Expenditures This Payment” on line 11.

Certification: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where payment should be sent must be provided in cell 14.
- The signature under “Signature of Authorized Certifying Official” must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a payment can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the payment schedule as identified in the Grant Agreement when submitting a request for payment or closeout.

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at [DLCD.GFGrant@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov), or (2) via the DLCD FTP site (contact the Grants Administrative Specialist for instructions at 971-239-2901) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist  
 Department of Land Conservation and Development  
 635 Capitol St. NE Suite 150  
 Salem, OR 97301



NOTICE OF A PROPOSED CHANGE TO A COMPREHENSIVE PLAN OR LAND USE REGULATION FORM 1

FOR DLCD USE
File No.:
Received:

City s are required to send notice of a proposed change to a comprehensive plan or land use regulation at least 35 days before the first evidentiary hearing. (See OAR 660-018-0020 for a post-acknowledgment plan amendment and OAR 660-025-0080 for a periodic review task). The rules require that the notice include a completed copy of this form.

Jurisdiction: Grant No.:
Local file no.:
Please check the type of change that best describes the proposal:
[ ] Urban growth boundary (UGB) amendment including more than 50 acres, by a city with a population greater than 2,500 within the UGB
[ ] UGB amendment over 100 acres by a metropolitan service district
[ ] Urban reserve designation, or amendment including over 50 acres, by a city with a population greater than 2,500 within the UGB
[ ] Periodic review task – Task no.:
[ ] Any other change to a comp plan or land use regulation (e.g., a post-acknowledgement plan amendment)

Local contact person (name and title):
Phone: E-mail:
Street address: City: Zip:

Briefly summarize the proposal in plain language. Please identify all chapters of the plan or code proposed for amendment (maximum 500 characters):

Date of first evidentiary hearing:
Date of final hearing:

[ ] This is a revision to a previously submitted notice. Date of previous submittal:

Check all that apply:

[ ] Comprehensive Plan text amendment(s)
[ ] Comprehensive Plan map amendment(s) – Change from to
Change from to
[ ] New or amended land use regulation
[ ] Zoning map amendment(s) – Change from to
Change from to
[ ] An exception to a statewide planning goal is proposed – goal(s) subject to exception:
[ ] Acres affected by map amendment:

Location of property, if applicable (site address and T, R, Sec., TL):
List affected state or federal agencies, city s, and special districts:



# NOTICE OF A PROPOSED CHANGE – SUBMITTAL INSTRUCTIONS

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1. Except under certain circumstances,<sup>1</sup> proposed amendments must be submitted to DLCD’s Salem office at least 35 days before the first evidentiary hearing on the proposal. The 35 days begins the day of the postmark if mailed, or, if submitted by means other than US Postal Service, on the day DLCD receives the proposal in its Salem office. **DLCD will not confirm receipt of a Notice of a Proposed Change unless requested.**

2. A Notice of a Proposed Change must be submitted by a city (city, county, or metropolitan service district). DLCD will not accept a Notice of a Proposed Change submitted by an individual or private firm or organization.

3. **Hard-copy submittal:** When submitting a Notice of a Proposed Change on paper, via the US Postal Service or hand-delivery, print a completed copy of this Form 1 on light green paper if available. Submit **one copy** of the proposed change, including this form and other required materials to:

Attention: Plan Amendment Specialist  
Dept. of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem, OR 97301-2540

This form is available here:

<https://www.oregon.gov/lcd/CPU/Pages/Plan-Amendments.aspx>

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to [plan.amendment@dlcd.oregon.gov](mailto:plan.amendment@dlcd.oregon.gov) with the subject line “Notice of Proposed Amendment.”

Submittals may also be uploaded to DLCD’s FTP site at <http://www.oregon.gov/LCD/CPU/Pages/PAPA-Submittals.aspx>.

E-mails with attachments that exceed 20MB will not be received, and therefore FTP must be used for these electronic submittals. **The FTP site must be used for all .zip files** regardless of size. The maximum file size for uploading via FTP is 150MB.

Include this Form 1 as the first pages of a combined file or as a separate file.

5. **File format:** When submitting a Notice of a Proposed Change via e-mail or FTP, or on a digital disc, attach all materials in one of the following formats: Adobe .pdf (preferred); Microsoft Office (for example, Word .doc or docx or Excel .xls or xlsx); or ESRI .mxd, .gdb, or .mpk. For other file formats, please contact the plan amendment specialist at 503-934-0000 or [plan.amendments@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov).

6. **Text:** Submittal of a Notice of a Proposed Change for a comprehensive plan or land use regulation text amendment must include the text of the amendment and any other information necessary to advise DLCD of the effect of the proposal. “Text” means the specific language proposed to be amended, added to, or deleted from the currently acknowledged plan or land use regulation. A general description of the proposal is not adequate. The notice may be deemed incomplete without this documentation.

7. **Staff report:** Attach any staff report on the proposed change or information that describes when the staff report will be available and how a copy may be obtained.

8. **Local hearing notice:** Attach the notice or a draft of the notice required under ORS 197.763 regarding a quasi-judicial land use hearing, if applicable.

9. **Maps:** Submittal of a proposed map amendment must include a map of the affected area showing existing and proposed plan and zone designations. A paper map must be legible if printed on 8½” x 11” paper. Include text regarding background, justification for the change, and the application if there was one accepted by the city . A map by itself is not a complete notice.

10. **Goal exceptions:** Submittal of proposed amendments that involve a goal exception must include the proposed language of the exception.

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<sup>1</sup> 660-018-0022 provides:

- (1) When a city determines that no goals, commission rules, or land use statutes apply to a particular proposed change, the notice of a proposed change is not required [a notice of adoption is still required, however]; and
- (2) If a city determines that emergency circumstances beyond the control of the city require expedited review such that the city cannot submit the proposed change consistent with the 35-day deadline, the city may submit the proposed change to the department as soon as practicable. The submittal must include a description of the emergency circumstances.

**If you have any questions** or would like assistance, please contact your DLCD regional representative or the DLCD Salem office at 503-934-0000 or e-mail [plan.amendments@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov).

**Notice checklist. Include all that apply:**

- Completed Form 1
- The text of the amendment (e.g., plan or code text changes, exception findings, justification for change)
- Any staff report on the proposed change or information that describes when the staff report will be available and how a copy may be obtained
- A map of the affected area showing existing and proposed plan and zone designations
- A copy of the notice or a draft of the notice regarding a quasi-judicial land use hearing, if applicable
- Any other information necessary to advise DLCD of the effect of the proposal

DLCD FORM 2



NOTICE OF ADOPTED CHANGE TO A COMPREHENSIVE PLAN OR LAND USE REGULATION

FOR DLCD USE
File No.:
Received:

Cities are required to send notice of an adopted change to a comprehensive plan or land use regulation no more than 20 days after the adoption. (See OAR 660-018-0040). The rules require that the notice include a completed copy of this form. This notice form is not for submittal of a completed periodic review task or a plan amendment reviewed in the manner of periodic review. Use Form 4 for an adopted urban growth boundary including over 50 acres by a city with a population greater than 2,500 within the UGB or an urban growth boundary amendment over 100 acres adopted by a metropolitan service district. Use Form 5 for an adopted urban reserve designation, or amendment to add over 50 acres, by a city with a population greater than 2,500 within the UGB. Use Form 6 with submittal of an adopted periodic review task.

Jurisdiction: Grant No.

Local file no.:

Date of adoption: Date sent:

Was Notice of a Proposed Change (Form 1) submitted to DLCD?

- Yes: Date (use the date of last revision if a revised Form 1 was submitted):
No

Is the adopted change different from what was described in the Notice of Proposed Change? Yes No
If yes, describe how the adoption differs from the proposal:

Local contact (name and title):

Phone: E-mail:

Street address: City: Zip:

PLEASE COMPLETE ALL OF THE FOLLOWING SECTIONS THAT APPLY

For a change to comprehensive plan text:

Identify the sections of the plan that were added or amended and which statewide planning goals those sections implement, if any:

For a change to a comprehensive plan map:

Identify the former and new map designations and the area affected:

- Change from to acres. A goal exception was required for this change.
Change from to acres. A goal exception was required for this change.
Change from to acres. A goal exception was required for this change.
Change from to acres. A goal exception was required for this change.

Location of affected property (T, R, Sec., TL and address):

- The subject property is entirely within an urban growth boundary
The subject property is partially within an urban growth boundary



# NOTICE OF ADOPTED CHANGE – SUBMITTAL INSTRUCTIONS

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1. A Notice of Adopted Change must be received by DLCD no later than 20 days after the ordinance(s) implementing the change has been signed by the public official designated by the jurisdiction to sign the approved ordinance(s) as provided in [ORS 197.615](#) and [OAR 660-018-0040](#).

2. A Notice of Adopted Change must be submitted by a city (city, county, or metropolitan service district). DLCD will not accept a Notice of Adopted Change submitted by an individual or private firm or organization.

3. **Hard-copy submittal:** When submitting a Notice of Adopted Change on paper, via the US Postal Service or hand-delivery, print a completed copy of this Form 2 on light green paper if available. Submit **one copy** of the proposed change, including this form and other required materials to:

Attention: Plan Amendment Specialist  
Dept. of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem, OR 97301-2540

This form is available here:

<https://www.oregon.gov/lcd/CPU/Pages/Plan-Amendments.aspx>

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to [plan.amendments@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov) with the subject line “Notice of Adopted Amendment.”

Submittals may also be uploaded to DLCD’s FTP site at

<https://www.oregon.gov/LCD/CPU/Pages/PAPA-Submittals.aspx>.

E-mails with attachments that exceed 20MB will not be received, and therefore FTP must be used for these electronic submittals. **The FTP site must be used for all .zip files** regardless of size. The maximum file size for uploading via FTP is 150MB.

Include this Form 2 as the first pages of a combined file or as a separate file.

5. **File format:** When submitting a Notice of Adopted Change via e-mail or FTP, or on a digital disc, attach all materials in one of the following formats: Adobe .pdf (preferred); Microsoft Office (for example, Word .doc or docx or Excel .xls or.xlsx); or ESRI .mxd, .gdb, or .mpk. For other file formats, please contact the plan amendment specialist at 503-934-0000 or [plan.amendments@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov).

6. **Content:** An administrative rule lists required content of a submittal of an adopted change ([OAR 660-018-0040\(3\)](#)). By completing this form and including the materials listed in the checklist below, the notice will include the required contents.

Where the amendments or new land use regulations, including supplementary materials, exceed 100 pages, include a summary of the amendment briefly describing its purpose and requirements.

7. Remember to notify persons who participated in the local proceedings and requested notice of the final decision. ([ORS 197.615](#))

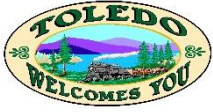
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**If you have any questions** or would like assistance, please contact your DLCD regional representative or the DLCD Salem office at 503-934-0000 or e-mail [plan.amendments@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov).

**Notice checklist. Include all that apply:**

- Completed Form 2
- A copy of the final decision (including the signed ordinance(s)). This must include city *and* county decisions for UGB and urban reserve adoptions
- The findings and the text of the change to the comprehensive plan or land use regulation
  - If a comprehensive plan map or zoning map is created or altered by the proposed change:
    - A map showing the area changed and applicable designations, and
    - Electronic files containing geospatial data showing the area changed, as specified in [OAR 660-018-0040\(5\)](#), if applicable
    - Any supplemental information that may be useful to inform DLCD or members of the public of the effect of the actual change.

**CITY OF TOLEDO  
REQUEST FOR COUNCIL ACTION**

	<b>Meeting Date:</b>	<b>Agenda Topic:</b>
	March 20, 2024	Consideration to increase the City Manager’s annual salary to \$120,000
<b>Council Goal:</b>	<b>Agenda Type:</b>	
Not Applicable	Decision Items	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
City Recorder L. Figueroa	City Recorder Lisa Figueroa	City Recorder Lisa Figueroa

**Recommendation:**

Motion to increase the City Manager’s annual salary to \$120,000 effective March 1, 2024.

**Background:**

Doug Wiggins was appointed to the City Manager position effective August 28, 2023 and is due a six-month performance review per Section 5 of his contract. Based on a good performance review, the City agreed to increase his pay to \$120,000 annually.

An executive session for his performance review was scheduled before this meeting and the consideration to increase his salary was added to the agenda for review. Staff proposes an effective date of March 1, following his six-month anniversary.

Upon approval by the Council, a Personnel Action Form will be prepared for the Mayor to sign, reflecting the salary increase.

<b>Fiscal Impact:</b>	<b>Fiscal Year:</b>	<b>GL Number:</b>
N/A	2023-2024	various fund accounts

**Attachment:**

None



Toledo City Council Dashboard – February 2024

Police

Traffic

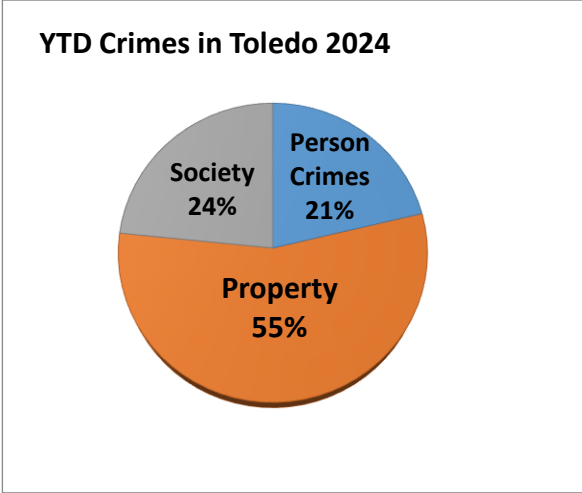
Citations	
Driving Uninsured	1
Driving W/O Privileges	2
DWS-Violation	2
Fail Carry Proof Insurance	2
Failure to Obey Traffic Control Device	1
Failure to renew Vehicle Registration	2
Violation of Posted Speed	6
<b>Total</b>	<b>16</b>

	Citations	Warnings	Total Cars Stopped	Average Warning	DUII
Total	16	51	67	76%	2

Overtime

Chief	27	Non-Compensated
Dispatch	173.75	
Patrol	94	
<b>Total</b>	<b>267.75</b>	Compensated
	294.75	





<b>Person</b>			
	Menacing		1
	Rape		1
	Reckless Endangering		2
	Unlawful Use of a Weapon		1
	<b>Total</b>		<b>5</b>
<b>Property</b>			
	Burglary		1
	Criminal Mischief		2
	Fraud		1
	Hit and Run - Property		2
	Theft		4
	Trespass		1
	<b>Total</b>		<b>11</b>
<b>Society</b>			
	DUII		2
	Elude		1
	Reckless Driving		1
	Warrant		2
	<b>Total</b>		<b>6</b>
<b>Total Crimes</b>			<b>22</b>
<b>Total Cleared Crimes</b>			<b>13</b>
<b>Cleared by Arrest</b>			<b>59%</b>

**Library**

Total Circulation of Library Materials: 2897  
 Hotspots: 10  
 Laptops: 1  
 In-Person Visits (derived): 1,120  
 Community Room Use: 37  
 AV Room users: 2  
 Volunteer hours (see attached): 50.5  
 Children’s Program Attendance: 95 (Storytime), 45 (Operation Valentine)  
 Podcast Downloads: 59  
 Public Computer Sessions: 130  
 Reference questions: 115

Facebook  
 Post Reach: 3,538  
 Post Engagement: 907  
 New Page Likes: 4  
 New followers: 5

**Fire**

No report

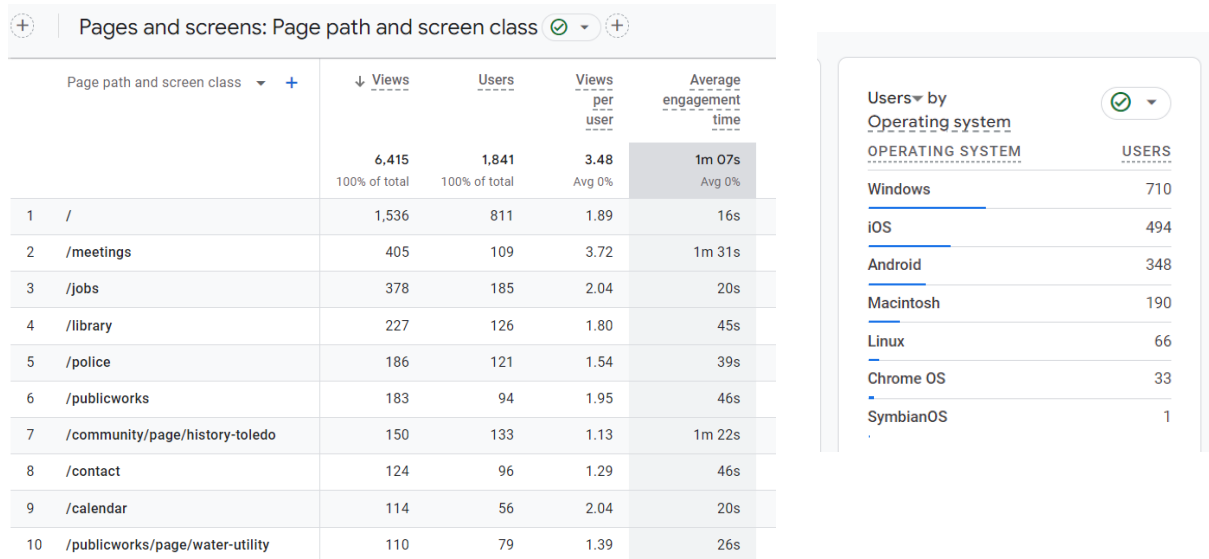
**Municipal Court**

No report



## Administration

### Website statistics for February 2024



## Public Works

### New Construction Applications:

Work in the Right-of-Way permit for sewer line repair at 791 SE Fir Street

New water service installation at 1785 NW Hwy 20

### Land Use Applications:

No land use applications were submitted in February, 2024

### Annual Transportation Permits:

One Annual Transportation Permit was renewed for calendar year 2024. A total of \$3,240 has been collected for the program (405 trucks)

Type of Permit	February	2024	2023
Building Permit	0	4	31
Other Permits*	2	5	38
Land Use Application	0	0	19
Truck Permit	1	15	14
Value of Construction Improvements	\$0	\$401,510	\$2,180,889

\*includes permits for excavation, work in the right-of-way, demolition, and water/sewer connections.