

MEETING NOTICE FOR THE CITY OF HUBBARD

TUESDAY

MAY 10, 2022

.....
CITY COUNCIL: ROSTOCIL, AUDRITSH, PRINSLOW, THOMAS, YONALLY
.....

The Hubbard City Council will meet for a regular City Council meeting. Council and Staff will meet via Zoom. Members of the public may attend/view the meeting via telephone, electronic device, and YouTube. **Should you wish to speak at the meeting, you may sign up by completing the form on the City's webpage or calling City Hall 48 hours prior to the meeting.** (Comments may be limited at the Mayor's discretion.)

<https://www.cityofhubbard.org/bc/webform/sign-if-you-want-speak-meeting>)

Join Zoom Meeting

<https://us02web.zoom.us/j/89975190848?pwd=dnBTckxnTzkvVS9hckMzMUIINTVFDHdz09>

Meeting ID: 899 7519 0848

Passcode: 519575

One tap mobile

+12532158782,,89975190848#,,, *519575# US (Tacoma)

+13462487799,,89975190848#,,, *519575# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC) Meeting ID: 899 7519 0848

Passcode: 519575

Find your local number: <https://us02web.zoom.us/j/89975190848?pwd=dnBTckxnTzkvVS9hckMzMUIINTVFDHdz09>

Live streaming: <https://www.cityofhubbard.org/livestream>

*****ACCESSIBILITY NOTICE*****

Please contact the Director of Administration/City Recorder prior to the scheduled meeting if you need assistance accessing this electronic meeting at the following: vlnogle@cityofhubbard.org; Phone No. 503.981.9633; or Hubbard City Hall, 3720 2nd St., Hubbard OR 97032. TTY users please call Oregon Telecommunications Relay Service at 1-800-735-2900.

Agendas are posted at City Hall and on the City's website at www.cityofhubbard.org. You may schedule Agenda items by contacting the Director of Administration/City Recorder Vickie Nogle at 503-981-9633. (TTY / Voice 1-800-735-2900)

SEE ATTACHED AGENDA

Posted 5/3/2022, 4:00 p.m.

Vickie L. Nogle, MMC

Director of Administration/City Recorder

HUBBARD CITY COUNCIL MEETING AGENDA
CITY HALL: (503)981-9633

MAY 10, 2022 – 6:15 PM

LOCATION: City Council and Staff will meet at the
HUBBARD CITY HALL (3720 2ND STREET)

**(MEMBERS OF THE PUBLIC MAY ATTEND, CALL OR LOG IN WITH AN ELECTRONIC
DEVICE -*Refer to Cover Sheet for details*)**

MEETING Notice: Members of the public may attend in person or attend/view via telephone, electronic device, YouTube. **Should you wish to speak at the meeting, you may sign up by completing the form on the City's webpage or calling City Hall 48 hours prior to the meeting.** (Comments may be limited at the Mayor's discretion.)

<https://www.cityofhubbard.org/bc/webform/sign-if-you-want-speak-meeting>

- 1) **CALL TO ORDER.**
A) Flag Salute.

Closed Executive Session approx. 6:15 p.m.

- 2) **COUNCIL RECESS OPEN PUBLIC MEETING AND CONVENE CLOSED EXECUTIVE SESSION TO CONSIDER RECORDS OR INFORMATION EXEMPT BY LAW FROM PUBLIC INSPECTION ORS 192.660(2)(f), ORS 192.355(9)(a), and ORS 40.225. PURSUANT TO ORS 192.660(4) COUNCIL SPECIFICALLY REQUEST THAT MEMBERS OF THE MEDIA AND OTHER ATTENDEES NOT DISCLOSE MATTERS DISCUSSED IN THE EXECUTIVE SESSION.**
- 3) **COUNCIL CLOSE EXECUTIVE (CLOSED) SESSION AND RECONVENE PUBLIC (OPEN) MEETING.**
- 4) **COUNCIL RECESS OPEN PUBLIC MEETING AND CONVENE CLOSED EXECUTIVE SESSION TO CONSIDER THE EMPLOYMENT OF A PUBLIC OFFICER, EMPLOYEE, STAFF MEMBER OR INDIVIDUAL AGENT ORS 192.660(2)(a). PURSUANT TO ORS 192.660(4) COUNCIL SPECIFICALLY REQUEST THAT MEMBERS OF THE MEDIA AND OTHER ATTENDEES NOT DISCLOSE MATTERS DISCUSSED IN THE EXECUTIVE SESSION.**
- 5) **COUNCIL CLOSE EXECUTIVE (CLOSED) SESSION AND RECONVENE PUBLIC (OPEN) MEETING.**

Re-convene open meeting at approx. 6:30 p.m.

- 6) **EMPLOYEE PERFORMANCE DISCUSSION.**
- 7) **DISCUSSION REGARDING DISTRIBUTING ARPA FUNDS – Tonya Moffitt, Merina+Co.**

A) Discussion regarding Love Inc. Utility Assist/Vulnerable & Low-Income Families – Police Chief Dave Rash.
- 8) **MARION COUNTY CIRCUIT COURT JUDGE ERIOUS JOHNSON, JR. INTRODUCTION.**

9) APPEARANCE OF INTERESTED CITIZENS.

(Should you wish to speak at the meeting, you may sign up by completing the form on the City's webpage or calling City Hall 48 hours prior to the meeting. Comments may be limited at the Mayor's discretion.)

<https://www.cityofhubbard.org/bc/webform/sign-if-you-want-speak-meeting>

10) MAYOR'S AND/OR COUNCIL'S PRESENTATIONS.

11) STAFF REPORTS.

- A) Police Department— Police Chief Dave Rash.**
- B) Hubbard Fire District – Fire Chief Joseph Budge.**
- C) Administrative Department—Director of Admin/Recorder Vickie Nogle.**
- D) Public Works Department—Public Works Administrative Manager Melinda Olinger.**

12) CONSENT AGENDA.

(Matters listed within the Consent Agenda have been distributed to each member of the Hubbard City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda at the beginning of the meeting and placed on the Regular Agenda by request.)

A) Approval of City Council meeting minutes:

- 1. April 5, 2022, Special.**
- 2. April 12, 2022.**
- 3. April 25, 2022, Special.**

B) Approval of the April 2022 Check Register Report.

C) Approval of the Water Fund Technical Assistance Project Financing Contract, and authorize the Council President to sign. (*Refer to Public Work Administrative Manager*).

D) Approval of the Goldie Garber Heyerly application to use the Rivenes Park covered area and 3 picnic tables for the annual Garber Gathering Picnic Sunday, August 14, 2022, from 11:00 a.m. – 4:00 p.m. (*Refer to Public Work Administrative Manager*).

E) Accept the revised Personal Services Agreement with Civil West Engineering, for city engineering services, and authorize Public Works Superintendent Mike Krebs to sign. (*Refer to Public Work Administrative Manager*).

13) OTHER CITY BUSINESS.

14) ADJOURNMENT. (Next regular scheduled City Council Meeting June 14, 2022, at 7:00 p.m.)

*******ACCESSIBILITY NOTICE*******

Please contact the Director of Administration/City Recorder, Hubbard City Hall, 3720 2nd St., Hubbard OR 97032 (Phone No. 503-981-9633) prior to the scheduled meeting time if you need assistance accessing this electronic meeting. TCC users please call Oregon Telecommunications Relay Service at 1-800-735-2900.

City of Hubbard

Script

ANNOUNCING START OF EXECUTIVE SESSION
UNDER
ORS 192.660(2)(f)

The Hubbard City Council will now meet in executive session pursuant to ORS 192.660(2)(f) to consider records or information exempt by law from public inspection.. The record or information in question is a written advice concerning certain legal issues and possible liability related actions that could occur with the City's planned upgrade to its potable water system.

News media representatives and staff designated by the City Council are permitted to attend the executive session. All other members of the audience are respectfully requested to leave the room.

The news media are specifically directed **NOT** to report on the discussions or deliberations that occur during the executive session; if a decision is required by law to be made by the Council as a result of the executive session, that decision will be made once the Council comes out of executive session and is in regular session open to the public.

It is further understood that the presence of any news media in the room while the Council is not intended to nor does it waive any attorney-client privilege that may attach to the discussion..

Thank you.



Love, Inc.
Attn: Curt Jones, Executive Co-Director
1560 Hardcastle Ave
Woodburn, OR 97071

July 23, 2020

Mr. Jones,

In accordance to section 5.2 of our agreement, this is our formal notice in writing that the City of Woodburn is extending the term of our agreement for one (1) year. This will extend the term of this agreement to July 1, 2020 – June 30, 2021.

The City shall pay Fifteen Thousand Dollars (\$15,000.00) to Love INC upon the Effective Date of this Agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony Turley", is written over the word "Sincerely,".

Anthony Turley
Finance Director

Love INC of North Marion County
Utility Assistance Program Services Agreement

THIS UTILITY ASSISTANCE PROGRAM SERVICES AGREEMENT ("Agreement"), is made as of the last date of signatures indicated below ("Effective Date"), by and between the City of Woodburn, an Oregon municipal corporation (the "City"), and Love INC of North Marion County, an Oregon domestic nonprofit corporation ("Love INC").

WHEREAS, the City desires to provide emergency utility assistance to its residents, and Love INC has experience providing, and desires to provide the services necessary to administer such an assistance program;

The parties agree as follows:

AGREEMENT

1. Services.

1.1. Utility Assistance Program. The "Services" to be provided under this Agreement are for the administration of a Utility Assistance Program ("Program"). The Program's purpose is to assist in settling the delinquent City of Woodburn utility accounts of customers that are in jeopardy of having their utility services shut off due to lack of payment.

1.2. Administration of Services. Subject to the provision of this Agreement, Love INC shall administer a Program for the benefit of City residents that meet the selection criteria set out under Section 4.2.

2. Payment. The City shall pay Fifteen Thousand Dollars (\$15,000.00) to Love INC upon the Effective Date of this Agreement. Love INC shall allocate this Payment(s) as follows:

2.1. Custody and Safekeeping. Love INC shall open and maintain a dedicated checking account in its name at a local financial institution qualified by the Oregon Public Funds Collateralization Program (PFCP) for the sole purpose of administering the Program and shall deposit the Payment into this account. Authorized Love INC representatives shall be the sole signers on the account. Love INC shall notify the City at least five (5) business days in advance of changing financial institutions.

Love INC of North Marion County
Utility Assistance Program Services Agreement

- 2.2. Fees and Expenses. Banking fees necessary to open and operate the bank account, and supplies necessary to provide the Services under this Agreement, such as check stock, shall be an allowable expenditure from this bank account. Additionally, Love INC may retain 10% of actual financial utility assistance provided under this agreement as a reimbursement for program administration expenses.
- 2.3. Utility Assistance. Over the life of this Agreement, Love INC may write checks against this account in accordance with providing services under this Agreement.
3. Additional Funding. Subject to the availability of sufficient appropriations, the City may provide Love INC with additional funding under this Agreement. In such circumstances, Love INC shall deposit the funds into the dedicated bank account and administer the funds in the same manner as set out in Section 2.
4. Provision of Services.
- 4.1. Scope. In servicing this Program, Love INC has the discretionary authority to pay utility bills and fees on behalf of Eligible Customers (defined in Section 4.2) for all City provided water and sewer utility services. Payment assistance shall be provided at a maximum of \$150.00 per account per 12-month period. Love INC shall ensure that all utility bill payments are made directly to the City and shall not make any direct financial allocations to eligible customers.
- 4.2. Selection of Eligible Customers. Love INC shall only provide financial assistance to those customers that meet the following general eligibility criteria, or modified Love INC criteria established with the City of Woodburn's approval:
- 4.2.1. Applicant resides in the City of Woodburn;
- 4.2.2. Applicant is the City of Woodburn utility account holder for which assistance is requested or an individual who has demonstrated financial responsibility for the delinquent account;
- 4.2.3. Applicant and/or Applicant's household has not received more than \$150.00 in utility assistance from this Program during the previous 12 months;
- 4.2.4. Applicant demonstrates an emergency need;
- 4.2.5. Applicant has received and can show a past due notice and/or shut-off notice due to utility-related fees;

Love INC of North Marion County
Utility Assistance Program Services Agreement

4.2.6. Applicant can show that Applicant or Applicant's demonstrated financial need meets Love INC's established criteria.

An applicant that meets the selection criteria outlined above, and who can readily be assisted by Love INC, meaning Love INC can pay an amount needed to avoid shut-off or pay past-due amounts, will be designated as an "Eligible Customer."

In executing and providing Services under this Agreement, Love INC is prohibited from discriminating against applicants on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, military status, or other classes protected under Oregon or federal statutes.

4.3. Quality of Services. Love INC shall perform the Services in a competent manner by staff/volunteers who have been trained in the Program's eligibility requirements, Love INC's screening criteria, and reporting procedures.

4.4. Accounting Reports. Love INC shall keep accurate and complete financial records which reflect Services delivered and banking fees paid under this Agreement.

4.4.1. Checking account statement. Love INC shall provide, or cause to be provided, a copy of the monthly bank statement to the City no later than thirty (30) days following each calendar month end or termination of this Agreement.

4.4.2. Program activity. Love INC shall provide a report of assistance provided, denied requests, and expenses charged to the checking account in administration of the Program within thirty (30) days following each calendar month, or termination of this Agreement.

5. Term, Renewal, and Termination.

5.1. Initial Term. The initial term of this Agreement is July 1, 2019 – June 30, 2020.

5.2. Renewal. This Agreement may be renewed upon the mutual written agreement of both parties for succeeding one (1) year periods.

5.3. Termination. This agreement terminates as follows:

Love INC of North Marion County
Utility Assistance Program Services Agreement

- 5.3.1. Upon nonrenewal at the end of the initial term or a successive renewal term;
 - 5.3.2. By mutual consent of both parties; or
 - 5.3.3. By either party unilaterally by giving at least thirty (30) days prior written notice to the other party.
- 5.4. Effect of Termination. Upon termination, Love INC shall return to the City any unexpended funds remaining in the dedicated bank account (under Section 2.2).
6. Point of Contact. The City shall designate and identify a point person to work with the Love INC under the terms of this Agreement. Love INC shall submit all documents and reports identified in Section 4. To the City's point of contact. The City's Assistant Finance Director will serve as the City's point of contact until or unless another individual is designated.
7. Notice. Any Notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when personally delivered or mailed by Certified mail, or emailed to the respective address of each party as follows:
- a) **Love INC**, Attn: Curt Jones, Executive co-Director, 1560 Hardcastle Ave, Woodburn, OR 97071.
 - b) **City of Woodburn**, Attn: Jim Row, Assistant City Administrator, 270 Montgomery Street, Woodburn, Oregon 97071.
8. Relationship of the Parties. Love INC shall at no time hold itself out as an agent, subsidiary, or affiliate of the City. This Agreement will not be construed so as to create a partnership between the parties or a relationship between the City and any suppliers, employees, contractors or subcontractors used by Love INC to carry out functions or Services under this Agreement. Additionally, each party shall obtain prior written approval from the other party prior to using the other party's trademarks, trade names, logos, or images (collectively, "Proprietary Marks") in connection with carrying out projects or activities under this Agreement. This applies to all uses regardless of whether on the web, in print, or in any other media. Once approved, similar uses in the same context and format will not require additional

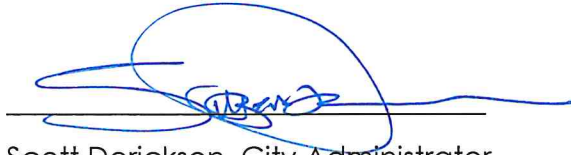
Love INC of North Marion County
Utility Assistance Program Services Agreement

approval. In the event this agreement expires or terminates for any reason, each party shall immediately discontinue using the other Party's Proprietary Marks.

9. No Third Party Beneficiaries. No provision of this Agreement is intended or will be construed to confer upon or give to any person or entity other than the signatories to this Agreement any rights, remedies or other benefits under or by reason of this Agreement.
10. Governing Law. Oregon law governs this Agreement without respect to conflict of law principles.
11. Merger. This Agreement is the final, complete, and exclusive statement of the parties' agreement on the matters contained in this Agreement. It supersedes all previous negotiations and agreements.

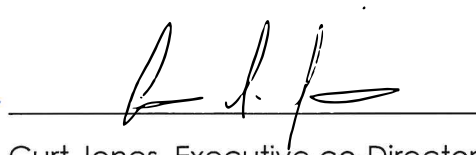
The parties have executed this Agreement effective as of the last date of signature specified below.

CITY OF WOODBURN,
An Oregon municipal corporation



Scott Derickson, City Administrator

Love INC of North Marion County,
an Oregon domestic nonprofit corporation



Curt Jones, Executive co-Director

2/20/2020
Date

February 20, 2020
Date



Chief's Report

"Committed to our community"

TO: Mayor and City Council Members

FROM: David J. Rash, Chief of Police

DATE: May 2, 2022

RE: **May 2022** Police Department Report

The Success Of Teamwork

"Coming together is a beginning; keeping together is progress; working together is success." – Henry Ford

- **Notable Police Activity April 2022**

Please refer to the monthly statistical report for a complete list of incidents we responded to.

- **Hiring/Personnel**

Officer Chris Davis is progressing well through field training and we hope to have him on his own before Summer.

- **Community Outreach**

On June 15, members of the police department are participating at Field Day with the North Marion Middle School.

National Night Out is on Tuesday, August 2, 2022 at 6:00 p.m. Please contact Police Administrative Assistant Molly Schwarz if you would like to host an event. mschwartz@cityofhubbard.org or 503-981-8738

- **Traffic Complaints/Enforcement**

This is a reminder to contact the police department on traffic complaints and we will respond accordingly.

- **Training**

For the month of May 2022, Officers will have a use of force review with an emphasis on a duty to intercede. Officer Mark Wai will be attending a 3-day seminar on gang investigations. The department has the MILO equipment from the police academy through the first week of May and we have been putting officers through scenarios that involve decision making. We will have a firearms training at the end of the month.

For the month of June, Sergeant Chris Anderson will be attending the FBI-LEEDA school in Clackamas. This is an advanced leadership course. All officers will be attending a 4-hour seminar on Human Trafficking.

**** Friendly reminder as we head into the Summer months to not leave your children or pets in vehicles during hot weather!

Respectfully Submitted,

David J. Rash, Chief of Police
Hubbard Police Department

HUBBARD POLICE



*PO Box 380/3720 Second Street
Hubbard, OR 97032 503-981-8738*

Monthly Statistical Report

To: Mayor and City Council Members
From: Chief David Rash
Date: May 2, 2022
RE: April 2022 Statistics

Adult and Juvenile Arrests:	8
Citations Issued:	45
Towed Vehicles:	1
Calls for service:	357

HPD Calls for Service Apr-22 Call Type	
911 Investigation	2
Alarm - Burg	3
Animal Complaint	4
Area Check	26
Assist - Medical	2
Assist - Police	9
Assist - Public	42
Assist - Traffic	1
Attempt to Locate	3
Bar Check	1
Burglary	2
Civil Situation	4
Crash - Injury	2
Crash - Non Injury	2
Death Investigation	1
DHS Referral	9
Disturbance	1
DUII	1
EDP	1
Elude	1
Family Disturbance	5
Fight	1
FIR	4
Foot Patrol	5
Harassment - Verbal/Phone	1
Info	2
Insecure Premise	1
Missing Person	1
Noise Complaint	2
Ordinance - Aban Vehicle	1
Ordinance - Other	1
Parking Violation	2
Property Lost/Found	4
Radar	2
Reckless Driving	2
Restraining Order Violation	1
Runaway	1
Shots Fired	1
Stolen Vehicle	1
Suspicious Activity	7
Suspicious Person/Vehicle	18
Theft - Other	4
Traffic Stop	153
Trespass	2

Vandalism	7
Warrant Service	9
Welfare Check	2
Total	357

DIRECTOR OF ADMINISTRATION/ CITY RECORDER MONTHLY REPORT



To: CITY COUNCIL
From: VICKIE NOGLE, MMC, Director of Administration/City Recorder
Date: MAY 3, 2022
RE: REPORT FOR MAY 10, 2022, CITY COUNCIL MEETING

ELECTIONS

The Mayor and two Council positions (Councilor Prinslow and Councilor Yonally) will be open for the General Election held November 8, 2022. The Mayor shall be elected for a term of two years, and the two Councilors shall be elected for a term of four years. The first day for local candidates to file declaration of candidacy or nominating petition is **June 1, 2022**. You may obtain more information from the Secretary of State's Elections website at: <http://sos.oregon.gov/elections/Pages/default.aspx>.

PLANNING COMMISSION MEETING

The following public hearing will be held at the May 17, 2022, Planning Commission:

- Matt Kennedy – 3635 5th Street, Hubbard (041W33AA10900); Major Variance (VAR 2022-01) Major Variance to replace existing garage with a new detached accessory structure in the forward front of the front building line of the main house, rather than in the side or rear yard.

NEWSLETTER

Please submit your information for the Newsletter no later than **June 14, 2022**. You can submit them in writing or e-mail the Administrative Assistant/Court Clerk Julie Hedden at jhedden@cityofhubbard.org.

BUILDING PERMITS

0 building permit applications have been submitted April 2022.

Report Criteria:

Suppress employee name and number

Employee.Employee number <> 104

Employee Number	Name	Rate Desc	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain	Liability Amount
Administration							
137	Hedden, Julie	Vac	210.26	.00	.00	210.26	4,995.27
		Sic	223.75	.00	.00	223.75	
		Hol	.00	.00	.00	.00	.00
		Com	60.10	.00	.00	60.10	1,427.71
117	Nogle, Vickie Lynne	Vac	278.68	.00	.00	278.68	10,996.55
		Sic	1,009.25	.00	.00	1,009.25	
		Hol	.00	.00	.00	.00	.00
		Com	63.38	.00	.00	63.38	2,500.94
Total Administration:			1,845.42	.00	.00	1,845.42	
Police Department							
101	Anderson, Chris	Vac	270.23	.00	.00	270.23	10,411.29
		Sic	1,261.00	.00	.00	1,261.00	
		Hol	54.50	.00	.00	54.50	2,099.75
		Com	7.82	.00	.00	7.82	301.29
103	Bentley, Glen W	Vac	170.36	.00	.00	170.36	5,575.39
		Sic	1,408.00	.00	.00	1,408.00	
		Hol	5.00	.00	.00	5.00	163.64
		Com	.00	.00	.00	.00	.00
141	DAVIS, CHRISTOPHER	Vac	.00	.00	.00	.00	.00
		Sic	8.00	.00	.00	8.00	
		Hol	.00	.00	.00	.00	.00
		Com	.00	.00	.00	.00	.00
139	Holliman, Steve	Vac	65.69	.00	.00	65.69	1,988.09
		Sic	9.50	.00	.00	9.50	
		Hol	.00	.00	.00	.00	.00
		Com	.00	.00	.00	.00	.00
128	Rash, David	Vac	53.88	.00	.00	53.88	2,726.21
		Sic	318.00	.00	.00	318.00	
		Hol	.00	.00	.00	.00	.00
		Com	23.25	.00	.00	23.25	1,176.40
129	Schwartz, Molly	Vac	2.29	.00	.00	2.29	56.58
		Sic	9.50	.00	.00	9.50	
		Hol	.00	.00	.00	.00	.00
		Com	.01	.00	.00	.01	.25
140	Wai, Mark-Carlo	Vac	5.04	.00	.00	5.04	130.62
		Sic	14.00	.00	.00	14.00	
		Hol	.00	.00	.00	.00	.00
		Com	.00	.00	.00	.00	.00
Total Police Department:			3,686.07	.00	.00	3,686.07	
Public Works							
138	Caballero, Aaron	Vac	85.38	.00	.00	85.38	1,852.09
		Sic	169.00	.00	.00	169.00	
		Hol	6.25	.00	.00	6.25	135.58
		Com	.00	.00	.00	.00	.00
109	Hernandez, Juan M	Vac	284.81	.00	.00	284.81	7,387.40
		Sic	691.50	.00	.00	691.50	
		Hol	.00	.00	.00	.00	.00
		Com	17.27	.00	.00	17.27	447.82
112	Krebs, Michael R	Vac	326.23	.00	.00	326.23	12,854.51

Employee Number	Name	Rate Desc	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain	Liability Amount
118	Olinger, Melinda L	Sic	1,367.50	.00	.00	1,367.50	
		Hol	.00	.00	.00	.00	.00
		Com	73.04	.00	.00	73.04	2,878.01
		Vac	311.27	.00	.00	311.27	10,388.45
		Sic	1,285.75	.00	.00	1,285.75	
		Hol	1.75	.00	.00	1.75	58.41
		Com	63.15	.00	.00	63.15	2,107.59
Total Public Works:		4,682.90	.00	.00	4,682.90		
Grand Totals:		10,214.38	.00	.00	10,214.38		

Pay Code Summary

Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain	Liability Amount
2,064.12	.00	.00	2,064.12	69,362.45
7,774.75	.00	.00	7,774.75	
67.50	.00	.00	67.50	2,457.38
308.01	.00	.00	308.01	10,840.01

Report Criteria:

Suppress employee name and number
Employee.Employee number <> 104

- MONTHLY REPORT -

DATE: May 10, 2022
TO: City Council
FROM: Melinda Olinger, P.W. Administrative Manager

ITEM #1 On the Consent Agenda is a request to accept and authorize the Council President to sign the Water Fund Technical Assistance Project Financing Contract for our \$20,000 grant for the Wastewater Facilities Plan Update project.

ITEM #2 On the Consent Agenda is a request to accept and authorize Goldie Heyerly's park use application for the undercover area and 3 picnic tables for their annual picnic on Sunday, August 14, 2022 from 11:00 a.m. to 4:00 p.m. Public Works recommends approval of this request.

ITEM #3 On the Consent Agenda is a request to accept and authorize Mike Krebs to sign the revised Personal Services Agreement with Civil West Engineering for City engineering services.

ITEM #4 Overall the 2022 Spring Clean-up event went well, with the exception that the dumpsters were overfilled. A large amount of debris was disposed of, so that was good, however the dumpsters were overfilled so Staff had to spend time the following Monday morning leveling out the dumpsters and refilling them once Republic Service brought empties back on site.

When I spoke to Republic Services in January, 2022 about scheduling this event they did not want to have an off-site disposal day as they wanted to keep the event similar to other local clean-up events taking place this spring. I reached out to Republic Services again immediately following the event while the issues we experienced would be fresh in their mind and reminded them about our challenges of monitoring the site and the extra work both on the City and Republic Services side when the "disposal rules" aren't followed. They agreed to work with us again in 2023 to have one day where our community can take items for disposal directly to their disposal site, as we had done in a prior year.

ITEM #5 Work continues on both our NPDES permit and our 2021 Wastewater Facilities Plan.

ITEM #6 I am close to wrapping up our 2021 FEMA reimbursement requests and should have final numbers within the next 30-60 days.

ITEM #7 I continue to work with the Department of Land Conservation and Marion County on the Marion County Hazard Mitigation Plan update, which includes an addendum specific to Hubbard. Our addendum is scheduled to be finalized in the coming weeks. A reminder that the completion and adoption of this plan keeps the City eligible for FEMA disaster reimbursements.

ITEM #8 Work has begun in conjunction with Marion County on the Community Wildfire Protection Plan update. I attended the project kick-off meeting which was hosted on Thursday, May 28, 2022.

ITEM #9 Our 2021 Water Management & Conservation Plan update is on track for submittal to the State of Oregon Water Resources in June, 2022. The draft Plan was submitted to Marion County for their review and comments on April 28, 2022. They have up to 30-days to provide comments.

We faced two challenges in completing this plan. The first challenge was that Caselle was scheduled to automatically remove data that was over three years old. The timeframe has been updated to four years, however I am working with Caselle technicians to be able to pull archived information for a longer period of time, and/or automatically pull certain types of reports. In the meantime I will manually pull reports prior to their auto-archive schedule for future use. The second issue was there are inconsistencies in our Caselle water utility accounts in regards to the type (description) of each service account (i.e. mixed-use; single family; etc.). At some point in the future I will work with Julie and/or Vickie to update these descriptions to be consistent. I believe Julie has already been working to update these descriptions when she is in the service accounts for other reasons.

ITEM #10 I have been working out the details of our 2022/23 Public Works budget and will submit our draft budget to our finance consultant no later than Tuesday May 10, 2022 as required.

The Public Works Department completed 21 requests for locates for the month of April.
--

**CITY OF HUBBARD
CITY COUNCIL MEETING MINUTES
APRIL 5, 2022**

CALL TO ORDER: The Hubbard City Council meeting was called to order by Mayor Charles Rostocil at 6:30:00 p.m. via ZOOM.

FLAG SALUTE: Mayor Charles Rostocil led the group in reciting the Pledge of Allegiance.

CITY COUNCIL PRESENT: Mayor Charles Rostocil, City Councilor Robert Prinslow, City Councilor Tyler Thomas, City Councilor James Audritsh, City Councilor James Yonally.

STAFF PRESENT: Director of Administration/City Recorder Vickie Nogle, Public Works Superintendent Michael Krebs, Police Chief Dave Rash, Public Works Administrative Manager Melinda Olinger, Administrative Assistant/Court Clerk Julie Hedden.

OTHER ATTENDEES: None

APPROVE FINANCE CONSULTANT PERSONAL SERVICE AGREEMENT BETWEEN THE CITY OF HUBBARD AND WOLFE CONSULTING LLC FOR CONSULTING FOR BUDGET SUPPORT SERVICES FY 2022-2023, AND AUTHORIZING THE DIRECTOR OF ADMINISTRATION/CITY RECORDER SIGN. Director of Administration/City Recorder Vickie Nogle said she found a consultant to prepare the 2022-2023 budget. She stated she has also been looking for a replacement for Financial Consultant Summer Sears who has resigned, and was just informed today that Christa Bosserman has agreed to potentially take on this role. V. Nogle said the personal service agreement would need to be amended and she was hoping the City Council would agree to let her finish negotiating that part, and authorize her to sign the agreement, which would be approved by the City Attorney.

MSA/Mayor Charles Rostocil /City Councilor James Audritsh motioned to authorize Director of Administration/City Recorder Vickie Nogle to negotiate and work with the City Attorney to amend and initiate the Finance Consultant Personal Service Agreement between the City of Hubbard and Wolfe Consulting LLC for finance consulting services, and for budget support services for fiscal year 2022-2023, as well as authorizing the Director of Administration/City Recorder to sign. Mayor Charles Rostocil, City Councilor James Audritsh, City Councilor Robert Prinslow, and City Councilor Tyler Thomas were in favor. Motion passed unanimously.

APPOINT FINANCE CONSULTANT CHRISTA BOSSERMAN WOLFE AS BUDGET OFFICER. MSA/Mayor Charles Rostocil /City Councilor James Audritsh motioned to appoint Finance Consultant Christa Bosserman Wolfe as Budget Officer. Mayor Charles Rostocil, City Councilor James Audritsh, City Councilor Robert Prinslow, and City Councilor Tyler Thomas were in favor. Motion passed unanimously.

APPROVE FINANCE CONSULTANT PERSONAL SERVICE AGREEMENT BETWEEN THE CITY OF HUBBARD AND MERINA+CO. FOR CONSULTING FOR ARPA FUNDS, AND AUTHORIZING THE DIRECTOR OF ADMINISTRATION/CITY RECORDER TO SIGN. Director of Administration/City Recorder Vickie Nogle said this is a Personal Service Agreement for consulting services that will strictly be working on the reporting and appropriation of the ARPA funds, anything that has to do with ARPA she will be the go to person.

PAGE 2 – CITY COUNCIL MEETING MINUTES APRIL 5, 2022

City Councilor Robert Prinslow asked if it is anticipated to actually spend \$20,000 to \$35,000 a year for this consultant.

Director of Administration/City Recorder Vickie Nogle said the cap is that amount, it is a not to exceed amount. She went on to say this is unknown territory and it is unsure if that much will be spent. She explained it is hard to say because it is pretty extensive with all the rules and regulations that accompany the ARPA funds.

City Councilor James Audritsh asked if the ARPA funds could be used to cover the consultants fee.

Director of Administration/City Recorder Vickie Nogle said she does not believe that consulting services are an authorized use of the ARPA funds. She went on to say that if the city had a Finance person the ARPA funds would be taken care of in house, but since the city doesn't the city needs the services and guidance of a Financial Consultant which are hard to come by.

Mayor Charles Rostocil said the City Council did request these funds are reviewed by a Financial individual before we spend them.

Mayor Charles Rostocil asked if the \$20,000 was an amount the Attorney put in, or the Consulting firm.

Director of Administration/City Recorder Vickie Nogle said the City Attorney wanted a not to exceed amount and the Consultant set the fee based on an estimate of how many hours would be spent on this project.

Mayor Charles Rostocil suggested to put a cap of \$10,000 for the fiscal year ending 2023, and if additional hours and more funds are needed, then staff can come back and request it of City Council.

Director of Administration/City Recorder Vickie Nogle said unfortunately the Consultant was unable to attend this meeting, but she did estimate how many hours it would take and we have had issues with these types of contracts before where we needed additional work done, we were on a time schedule and things got pushed out waiting to ratify the contract for the additional funds.

City Councilor Tyler Thomas said he would like to hear from her and would like to see a breakdown of how the hours are being used, or at least a rough estimate.

Director of Administration/City Recorder Vickie Nogle said she has outlined a scope of work that is included in the packet. She also said that Public Works is working on a Grant and waiting to move forward on it, the Grant involves the allotted ARPA funds for their project.

Public Works Superintendent Mike Krebs agreed with Director of Administration/City Recorder Vickie Nogle, and stated the longer this gets pushed out the longer it will take to get the wastewater project started.

There was a consensus of the City Council they should move forward on this.

Mayor Charles Rostocil said he would like to see a breakdown of how the hours are being consumed without her coming in, it could be just a written update.

MSA/City Councilor Robert Prinslow/City Councilor James Yonally motioned to approve the Finance Consultant Personal Service Agreement between the City of Hubbard and Merina+Co. for consulting for ARPA funds, and authorizing the Director of Administration/City Recorder to sign. Mayor Charles Rostocil, City Councilor James Yonally, City Councilor James Audritsh, City Councilor Robert Prinslow, and City Councilor Tyler Thomas were in favor. Motion passed unanimously.

AUTHORIZE HIRING CHRISTOPHER DAVIS AS POLICE OFFICER, AT STEP B OF THE CURRENT HUBBARD SALARY SCHEDULE EFFECTIVE APRIL 1, 2022.

MSA/Mayor Charles Rostocil /City Councilor Robert Prinslow motioned to approve the hiring of Christopher Davis as Police Office at Step B of the current Hubbard Salary Schedule effective April 1, 2022. Mayor Charles Rostocil, City Councilor James Yonally, City Councilor James Audritsh, City Councilor Robert Prinslow, and City Councilor Tyler Thomas were in favor. Motion passed unanimously.

APPERANCE OF INTERESTED CITIZENS. None

OTHER CITY BUSINESS. Mayor Charles Rostocil reminded City Council of the meeting next week.

ADJOURNMENT - (NEXT REGULAR CITY COUNCIL MEETING IS APRIL 12, 2022, AT 7:00 P.M.) MSA/City Councilor James Audritsh/Mayor Charles Rostocil motioned to adjourn the meeting., Mayor Charles Rostocil, City Councilor James Audritsh, City Councilor James Yonally, City Councilor Robert Prinslow, and City Councilor Tyler Thomas were in favor. Meeting adjourned at 6:52 p.m.

ATTEST:

Charles Rostocil, Mayor

Vickie L. Nogle MMC
Director of Administration / City Recorder
Recording

Julie Hedden
Administrative Assistant / Court Clerk
Transcribing

**CITY OF HUBBARD
CITY COUNCIL MEETING MINUTES
APRIL 12, 2022**

CALL TO ORDER: The Hubbard City Council meeting was called to order by Mayor Charles Rostocil at 7:00 p.m.

FLAG SALUTE: Mayor Charles Rostocil led the group in reciting the Pledge of Allegiance.

CITY COUNCIL PRESENT: Mayor Charles Rostocil, City Councilor James Audritsh, City Councilor Tyler Thomas, City Councilor James Yonally, City Councilor Robert Prinslow (Zoom).

STAFF PRESENT: Director of Administration/City Recorder Vickie Nogle, Public Works Superintendent Michael Krebs, Police Sergeant Chris Anderson, Public Works Administrative Manager Melinda Olinger, Administrative Assistant / Court Clerk Julie Hedden, City Planner Holly Byram, Hubbard Fire District Chief Joe Budge, Financial Consultant Christa Bosserman Wolfe.

GUESTS: Michael Kahrman (Hubbard Fire District).

DISCUSSION REGARDING ZONE MAP CORRECTION – City Planner Holly Byram, MWVCOG. (*Refer to Memo*) City Planner Holly Byram, MWVCOG, said staff identified a mapping error that affects six properties on G Street and is asking for City Council direction on how to resolve this issue. She went on to say last year the City asked the MWVCOG staff to work with them to ensure Zone Map and the Comprehensive Plan Map were accurate and updated, and during their research they identified this issue.

City Planner Holly Byram stated there is a group of six properties located on G Street that were incorrectly assigned the land use designation and zone back in 2001 when the maps were converted from black and white to full color, and at that same time an ordinance was adopted amending both maps. Of the six affected properties five of them have houses on them, three of those are duplexes so there is a total of 8 dwelling units. The properties used to be designated and zoned as Residential use but now, as of approximately 20 years ago they have been changed to commercial zoning and land use designation.

City Planner Holly Byram said staff could reach out to the property owners and ask them what they would desire to be zoned moving forward. She said they expect most of the homeowners would prefer to be zoned Residential so they are not a non-conforming use in a Commercial Zone, and we expect there to be at least one owner who has mostly vacant property who we would expect they would want the property to be commercial as they purchased the property a couple of years ago and have plans to develop it as a commercial business. Furthermore, if City Council would like to move forward with fixing this map error, it should be a fairly easy fix using a Legislative Amendment.

MSA/ Mayor Charles Rostocil/City Councilor James Audritsh made a motion to initiate a Legislative Amendment to fix the identified mapping errors on G Street, in coordination with affected property owners. Mayor Charles Rostocil, City Councilor James Audritsh, City Councilor James Yonally, City Councilor Robert Prinslow, City Councilor Tyler Thomas were in favor. Motion passed unanimously.

DISCUSSION REGARDING POTENTIAL DESIGN STANDARDS AMENDMENTS – City Planner Holly Byram, MWVCOG. *(Refer to Memo)* City Planner Holly Byram said during the recent Goal Setting Session City Council requested information on what it would take to adopt design standards for the city. Provided in the packet is information she has collected on different design standards that some Oregon cities have adopted for the purpose of supporting attractive, high-quality development in their communities. She went on to say there are lots of different options that communities could explore, but it depends on what the City Council's goals are, and once those goals are identified, we can dig deeper into how we go about doing this. Most of the time design standards are applied as an overlay district where a boundary is drawn around a certain area and apply design standards, and when you apply that you would need to notify property owners so they have a chance to comment before it is adopted.

City Councilor Robert Prinslow said in his travels in Oregon he enjoys going to different cities where they have a certain area that has design standards, the buildings look similar or they follow certain motifs, color scheme, size, etc., and Hubbard is growing and business's will be changing so his thought is that it would be good to have some basic design the City leaders took the time to create so the city looks more uniform in a specific area, specifically a business area that will give us some uniqueness.

City Councilor Tyler Thomas said he agrees, from the livability, quality of life, aesthetically pleasing to the eye, like Mt. Angel and Sisters, when you go there everything looks like it makes sense and fits together. He went on to say people talk about how beautiful those downtowns are and it is something we could start moving towards here, it would make a lot of sense and maybe invite more businesses to want to come to Hubbard. T. Thomas stated he does not want to make it so overpowering; people need to have some freedom to be able to do what they want, but at the same time have a basic standard to adhere to.

City Councilor James Yonally said we have seen successes with cities like Sisters and Leavenworth, but he has also seen some cities have a difficult time in instituting this, a number of years ago in Oak Ridge they were trying to do something similar and a lot of the business owners balked at the idea, so it is important to make sure the business owners are on board, and not make it too overbearing on them.

City Councilor James Audritsh said he agrees with his fellow Council members and 25 years ago Mt. Angel did not look the way it does now, but as they have increased their remodels and rebuilds they have become a good looking community and I can see us starting with ground level basics to give guidance. He went on to say the properties along 3rd Street have already come along ways, so I think people would be happy with this, as long as we are not too stringent.

PAGE 3 – CITY COUNCIL MEETING MINUTES APRIL 12, 2022

Mayor Charles Rostocil said he has nothing to add, we are just looking for some parameters that can be put in place to ensure we have some uniformity and don't just have a hodge-podge of modern architecture mixed with historical architecture, etc.

City Planner Holly Byram asked if the Council had any direction on the 99 corridor versus the older historic part of town, or would it be all of the above.

There was a City Council consensus they would like to see it on both the 99 corridor and the 3rd Street Historic District.

City Planner Holly Byram asked if there was a particular architectural theme or some overlying concepts, history in Hubbard that the Council would like to focus on or celebrate.

Mayor Charles Rostocil said there was a document that was developed by the Hubbard Business Group about 20 years ago, that could be useful, it had a nice overlay of what the City could look like that had an Arts and Crafts, Turn of the Century theme.

Director of Administration/City Recorder Vickie Nogle said she believes that document is posted online.

City Planner Holly Byram will look at it and use it as a starting point.

City Planner Holly Byram asked what is the trigger, when do we require these for compliance. She went on to say that some cities play the long game, such as Mt. Angel, and wait for a few decades as businesses change hands and remodel, some cities, like Redmond, provide incentives to businesses, such as matching Grants, to make the investment to reach the design standards that a city is looking for, which might be something in the future the City might want to look at.

There was a consensus of the City Council is to hold a joint meeting with City Council and the Planning Commission within the next couple of months inviting the Community to come and give input and feedback on this topic. Information will be put in the newsletter, on the website, and on Facebook inviting Community members and advocating for input.

City Planner Holly Byram will provide samples from other cities for City Council to look at and read through before the meeting.

APPROVAL OF THE FISCAL YEAR 2022-2023 BUDGET CALENDAR. Christa Bosserman Wolfe, CPA, contracted Financial Consultant, presented the budget calendar and explained the reason the Budget Committee meetings are later and compressed closer together is because of the late start we got on preparing it, and still being able to abide by the budget law requirements.

MSA/City Councilor Tyler Thomas/City Councilor Robert Prinslow motioned to approve the 2022-2023 fiscal year budget calendar. Mayor Charles Rostocil, City Councilor James Yonally, City Councilor James Audritsh, City Councilor Tyler Thomas, and City Councilor Robert Prinslow were in favor. Motion passed unanimously.

APPEARANCE OF INTERESTED CITIZENS. Rocky Sherwood, Hubbard Community Page Manager, 2622 Nina Place, Hubbard, said there is an Easter Egg Hunt at Barendse Park, Saturday, April 16, at 10:00 a.m. Rocky stated he has been working with the Gervais City Council and they have invited the Hubbard Community to join them at a circus they are having on May 22nd. He also said there are no immediate events scheduled for Hubbard, but he is looking to have a Harvest Festival in September.

DISCUSSION REGARDING UTILITY WORKER 1 SALARY SCHEDULE – Public Works Superintendent Mike Krebs. Public Works Superintendent Mike Krebs said the Public Works Department is short staffed and they have been actively looking for applicants for the past five weeks for the open Utility Worker I position and had two people apply. He stated only one showed up for an interview. They have extended the deadline and have only gotten one more application. M. Krebs said he did some preliminary research on what other Municipalities are paying and found out that we are on the lower end of the pay scale, so he is asking the City Council to approve for him to do a salary study for this position.

Mayor Charles Rostocil asked Public Works Superintendent Mike Krebs if he had any idea how much lower we are than other cities.

Public Works Superintendent Mike Krebs said he has looked at five other cities and we are approximately 30% on the scale, we pay about \$1 – \$3 less than what other cities are paying.

City Councilor James Yonally stated this fall we should look at overall compensation for City Staff to make sure we are compensating overall our staff properly compared to other staffs in similar positions.

Director of Administration/City Recorder Vickie Nogle said we were hoping to add money in the budget for a salary study, the last one was done in 2015.

Mayor Charles Rostocil agreed that would be a good time to do it.

City Councilor Tyler Thomas agreed that looking at all the positions is important, but right now we have an immediate need for the Utility Worker position, the sooner the better.

City Councilor Robert Prinslow said we need someone now and would like to make a decision tonight, we should come up with a maximum dollar amount and give Public Works Superintendent Mike Krebs the authority now to go out and advertise the position at that amount.

Director of Administration/City Recorder Vickie Nogle said currently there is a salary schedule that has been adopted by the City Council, any changes would need to be ratified by the City Council. V. Nogle stated there would need to be a special meeting to make the amendment to the salary schedule that has already been adopted.

City Council granted authorization to Public Works Superintendent Mike Krebs to do a Salary study and there will be a special meeting via Zoom, Monday, April 25, 2022, at 6:30 to take care of this.

MAYOR’S AND/OR COUNCIL’S PRESENTATIONS. None.

STAFF REPORTS:

POLICE DEPARTMENT- Police Sergeant Chris Anderson. Chief Dave Rash was at a conference so Sergeant Chris Anderson gave the staff report. Sergeant Chris Anderson said Officer Bentley made a case on a burglary back in January from one of the storage units. The victim found some of his items on Facebook Marketplace and Officer Bentley’s investigation lead to an address in Keizer, he wrote a search warrant and with the help of the Keizer Police Department we were able to locate several items for the burglary and make 2 arrests.

Sergeant Chris Anderson said they attended EVOC, Emergency Vehicle Operations Course, training as an agency at PIR. It is essential training where they get to drive their patrol vehicle in various conditions in a controlled environment, and run through several different maneuvers and drills.

Sergeant Chris Anderson said we have been approved for re-accreditation. Administrative Assistant Molly Schwartz was instrumental in making sure we got through it and are able to maintain our accreditation. Police Chief Dave Rash will be receiving our accreditation plaque at the conference he is attending this week.

Sergeant Chris Anderson introduced new officer Chris Davis who came on board April 1st. Chris Davis is a lateral from Washington County and he is completing his field training with Officer Bentley this week.

Officer Christopher Davis said he lives in Wilsonville and is a 2019 graduate of Western Oregon University. He went on to say he was hired by Washington County and after being there for a little over a year he had a desire to work in a smaller community that is close knit and he is excited to be here.

Sergeant Chris Anderson said National Night Out is August 2, 2022, at 6:00 p.m. Police Administrative Assistant Molly Schwartz will be coordinating the various neighborhood gatherings and there will be more updates on this in the coming months.

Sergeant Chris Anderson stated this is Distracted Driver Enforcement Month and the Hubbard Police Department will be utilizing Grants from ODOT to participate in the enforcement of distracted drivers. He went on to say all of our officers have already worked Grant time, some of the requirements of the Grant is to work during certain saturation periods and our officers have been phenomenal coming in on their days off and doing what is needed to meet the requirements of the Grant.

Sergeant Chris Anderson said this week through the end of the month the Milo Range 3000 will be set up, which is a use of force simulator where you are presented with different scenarios and you have to act with a degree of force that ends the confrontation. It is great training for our officers and we are also networking with other agencies to come and participate in this.

HUBBARD FIRE DISTRICT – Fire Chief Joseph Budge. Chief Joe Budge said as of July 1, 2022, he will be transitioning out of the leadership role here at the Fire District to focus on a lot of the growth and development happening down in the Woodburn area. He went on to say he will be recommending that Assistant Chief Michael Kahrmann assume the role, he lives here in the community, has been involved with the Fire District a long time, and already does 99% of the chief's duties, so he would be a good choice and hopefully the board will go in that direction.

Michael Kahrmann, Assistant Fire Chief Hubbard Fire District, said they will be showing up to the Easter Egg Hunt at Barendse Park on Saturday to hand out stickers and make sure everyone is safe and having fun.

Mayor Charles Rostocil thanked Fire Chief Joe Budge for his service.

ADMINISTRATION DEPARTMENT – Director of Administration/City Recorder Vickie Nogle. Director of Administration/City Recorder Vickie Nogle stated elections are this year and June 1, 2022, is when you will be able to start petitions. There will be two City Council positions and the Mayor's position that will be opening up for the November election.

Director of Administration/City Recorder Vickie Nogle said at the last meeting City Council request she come back to this meeting with more information on a possible ARPA fund program, LIHWA, that was providing assistance to low-income households. She said this program that she was looking at would not qualify using ARPA funds, but if our community participated then members of the community may be able to obtain assistance through this program, but someone else would be facilitating it, not the City of Hubbard.

Director of Administration/City Recorder Vickie Nogle will do more research on this program and bring the information back to the City Council or have a person from the organization come speak about it and answer any questions City Council might have.

Mayor Rostocil asked if they are still allowing payment for election petitions.

Director of Administration/City Recorder Vickie Nogle said that was only allowed during the pandemic, you have to obtain signatures this year.

PUBLIC WORKS DEPARTMENT-Public Works Administrative Manager Melinda Olinger. Public Works Superintendent Mike Krebs gave an update to item 2 on the Public Works report. He said it got installed and was up and running, and had the electrician out to wire it up, but when he came back out to test it, it would not start and feels the problem may have to do with gas flow into the generator and the regulator we have on the back wall is old and may need to be replaced. He went on to say he has called the company that does the maintenance on our generators and they will be coming out as soon as they have an appointment open up. Furthermore, he said if we do have issues here with power we will set up a portable generator to get us through.

Mayor Charles Rostocil thanked Public Works Superintendent Mike Krebs for his ingenuity in finding a fix for the WWTP screw pump replacement and saving the City quite a bit of money.

PAGE 7 – CITY COUNCIL MEETING MINUTES APRIL 12, 2022

City Councilor Tyler Thomas asked if we were budgeting for any paving on A Street between 99E and 5th, because it seems to be pretty bad.

Public Works Superintendent Mike Krebs said they are taking a look at that and in the meantime, we have a good size pile of coal patch and as soon as we get a nice day, we will work on that. Furthermore, he said A Street between 5th and 3rd is the next one on the list to pave once we get enough money to get it done.

City Councilor Tyler Thomas said he was not here last meeting and asked if there was any discussion on the sidewalks.

Mayor Charles Rostocil said it was discussed how we can better incentivize and that will be part of the upcoming budget discussion.

Public Works Superintendent Mike Krebs said there is some movement on the G Street sidewalk project. He received an email from Union Pacific and stating they are almost done processing the application, so it is being worked on.

City Councilor Robert Prinslow asked what it would take to improve the sidewalks on A Street between 3rd and 5th Street while we are doing the paving.

Public Works Superintendent Mike Krebs said we have written Small City Allotment Grant twice for the area and that should be the next one that comes open on the list and it does include a sidewalk on the north side, along with widening, and replacing the water lines that run underneath the road.

CONSENT AGENDA.

A) Approval City Council meeting minutes.

- 1. November 2, 2021, Special.**
- 2. March 8, 2022.**

B) Approval of March 2022 Check Register.

C) Approval of the Marion E Carl Veterans Memorial Application for Celebrating Veterans June 18, 2022, contingent upon receiving the required insurance documents.
(Refer to Public Works Administrative Manager report).

D) City Council officially lifts the State of Emergency declared in Resolution No. 692-2020.

MSA/City Councilor James Audritsh /City Councilor Tyler Thomas motioned to approve Consent Agenda as read. Mayor Charles Rostocil, City Councilor James Audritsh, City Councilor James Yonally, City Councilor Tyler Thomas and City Councilor Robert Prinslow were in favor. Motion passed unanimously.

OTHER CITY BUSINESS. Mayor Charles Rostocil said he spoke with Maureen, who is the president of the Hop Festival commission and they are moving forward with the Hop Festival this year. The theme is “Small Town,” they have a full board, and are meeting every other Tuesday at the Fire Hall if anyone is interested in helping out.

City Councilor James Yonally said he wanted to reiterate that in the interest of not wanting to stifle innovation, cost savings efficiencies, and good business practices, he wanted to make sure that the Department Heads and support staff have his full support in bringing any improvements to him and the City Council at any time.

City Councilor James Audritsh said he attended the County Commissioners round table discussion today. There were Council members from some of the surrounding communities and the County Commissioners wanted to make sure the City leaders knew they were supporting small towns and they are a priority.

Mayor Charles Rostocil asked if there were any updates on the City Administrator position.

Director of Administration/City Recorder Vickie Nogle said there were no updates other than Prothman is in the process of actively advertising.

ADJOURNMENT - (NEXT REGULAR CITY COUNCIL MEETING IS MAY 10, 2022, AT 7:00 P.M.) MSA/City Councilor James Audritsh /City Councilor Tyler Thomas motioned to adjourn the meeting. City Councilor James Yonally, City Councilor Robert Prinslow, City Councilor Tyler Thomas, City Councilor James Audritsh and Mayor Charles Rostocil were in favor. Meeting adjourned at 8:14 p.m.

ATTEST:

Charles Rostocil, Mayor

Vickie L. Nogle MMC
Director of Administration / City Recorder
Recording

Julie Hedden
Administrative Assistant / Court Clerk
Transcribing

**CITY OF HUBBARD
CITY COUNCIL MEETING MINUTES
APRIL 25, 2022**

CALL TO ORDER: The Hubbard City Council meeting was called to order by Mayor Charles Rostocil at 6:30 p.m.

FLAG SALUTE: Mayor Charles Rostocil led the group in reciting the Pledge of Allegiance.

CITY COUNCIL PRESENT: Mayor Charles Rostocil, City Councilor James Audritsh, City Councilor Tyler Thomas, City Councilor Robert Prinslow.

EXCUSED ABSENT: City Councilor James Yonally.

STAFF PRESENT: Director of Administration/City Recorder Vickie Nogle, Public Works Superintendent Michael Krebs, Police Chief Dave Rash, Administrative Assistant / Court Clerk Julie Hedden.

REVIEW COMPENSATION RANGE FOR UTILITY WORKER 1.

A) Resolution 23-2022. A Resolution amending Compensation Ranges for Utility Worker I, and repealing Resolution No. 719-2021.

Public Works Superintendent Mike Krebs presented a Salary Survey spreadsheet that was included in the City Council meeting packet, that showed the minimum, maximum, and hourly pay rate for a Utility Worker I from 11 different surrounding communities of similar size. He went on to say the spreadsheet shows the City of Hubbard is approximately 35% to 40% of what the going rate is, so he pulled the average amount and the median amount and is making a recommendation to match what the average amount is for the Utility Worker I position based off of the spreadsheet which would put the salary starting at Step A approximately \$19.00 an hour.

MSA/ Mayor Charles Rostocil/City Councilor James Audritsh made a motion to approve Resolution 23-2022, a resolution amending compensation ranges for Utility Worker I, and repealing Resolution No. 719-2021. Mayor Charles Rostocil, City Councilor James Audritsh, City Councilor Tyler Thomas, City Councilor Robert Prinslow were in favor. Motion passed unanimously.

APPEARANCE OF INTERESTED CITIZENS. None

OTHER CITY BUSINESS. None

ADJOURNMENT - (NEXT REGULAR CITY COUNCIL MEETING IS MAY 10, 2022, AT 7:00 P.M.) MSA/City Councilor James Audritsh /City Councilor Tyler Thomas motioned to adjourn the meeting. City Councilor James Yonally, City Councilor Robert Prinslow, City Councilor Tyler Thomas, City Councilor James Audritsh and Mayor Charles Rostocil were in favor. Meeting adjourned at 6:37 p.m.

ATTEST:

Charles Rostocil, Mayor

Vickie L. Nogle MMC
Director of Administration / City Recorder
Recording

Julie Hedden
Administrative Assistant / Court Clerk
Transcribing

Check Number	Check Issue Date	Name	Description	Amount
11736	04/11/22	911 Supply Inc.	Uniforms	89.50
11737	04/11/22	Branom Instrument Co.	Equip Maint/Supplies	742.50
11738	04/11/22	Cascade Columbia Distribution	SUPPLIES	300.60
11739	04/11/22	Caselle Inc	Contracted Support	3,926.00
11740	04/11/22	CIS	GASB 75 Valuation	577.50
11741	04/11/22	Civil West Engineering Services Inc	Engineering Services	18,363.85
11742	04/11/22	Code Publishing Co.	Muni Code Update	252.75
11743	04/11/22	Coukoulis, Lori	Municipal Court Judicial Services	470.00
11744	04/11/22	Damon Consulting Service	Computer Services/Supplies	612.65
11745	04/11/22	DATAVISION	Phone/Internet	801.70
11746	04/11/22	Dryden Electric, Inc.	Electrical Work	2,051.30
11747	04/11/22	Fisher's Supply	Supplies	455.72
11748	04/11/22	Great Western Sweeping, Inc.	Street Sweep	2,410.10
11749	04/11/22	GW Hardware Center	Supplies	256.51
11750	04/11/22	Hillyer's Mid City Ford	PD Vehicle Maint	52.21
11751	04/11/22	Hubbard Chevrolet, Inc.	Vehicle Maint	71.24
11752	04/11/22	John Deer Financial	John Deere Financial	189.95
11753	04/11/22	Long Bros. Bldg Supply	Supplies	22.93
11754	04/11/22	Marion County Dept of Public Works	Disposal	74.00
11755	04/11/22	Multiverse Interpreting, Inc	INTERPRETING SERVICE	190.00
11756	04/11/22	Net Assets Corporation	Lien Search	108.00
11757	04/11/22	NORTHWEST OCCUPATIONAL MEDICING CE	3/22/22DAVIS	720.00
11758	04/11/22	NW Natural Gas	Utilities 454934-1	435.37
11759	04/11/22	NW TECH SUPPORT	SPLIT	764.00
11760	04/11/22	OAWU	Membership Dues/Renewal (1016 Connections)	526.72
11761	04/11/22	OES	Equipment Maintenance & Supply	33.76
11762	04/11/22	Office Depot	Office Supplies	79.78
11763	04/11/22	One Call Concepts, Inc.	REGULAR TICKETS	20.40
11764	04/11/22	PGE- Portland General Electric	Utilities	9,635.26
11765	04/11/22	Profectus, INC.	Janitorial Services	501.27
11766	04/11/22	Republic Services	Garbage	545.91
11767	04/11/22	Summer Sears CPA, LLC	Split	1,350.00
11768	04/11/22	The Greg Prothman Company (Prothman)	Recruitment Service	2,721.25
11769	04/11/22	The Police & Sheriffs Press Inc.	ID Cards	17.58
11770	04/11/22	TransUnion Risk	Background Check Service	83.60
11771	04/11/22	Union Pacific Railroad Company	Replacement of Existing Sidewalk-Engineering CPI Marion Coun	1,987.00
11772	04/11/22	Verizon Wireless	Verizon	535.78
11773	04/11/22	Waterlab Corporation	Testiing	360.00
11774	04/11/22	WEX Bank	FUEL	2,162.16
11775	04/11/22	Xylem Water Solutions USA, Inc	EQUIP MAINT/SUPPLY	126.00
11777	04/25/22	911 Supply Inc.	Uniforms	266.22
11778	04/25/22	CANON FINANCIAL SERVICES, INC.	COPIER-PW	40.05
11779	04/25/22	CIT	Water	216.07
11780	04/25/22	Civil West Engineering Services Inc	Engineering Services	1,632.00
11781	04/25/22	ELAN Corporate Payment Systems	Credit card payment	2,247.48
11782	04/25/22	GW Hardware Center	Supplies	28.63
11783	04/25/22	Hattenhauer Energy Co LLC	Fuel	103.37
11784	04/25/22	Idexx Distribution Corp.	Supplies	39.78
11785	04/25/22	Language Line Services	Interpreter Services	56.55
11786	04/25/22	Mid-Willamette Valley	Land Use Services	2,723.75
11787	04/25/22	NW TECH SUPPORT	SPLIT	982.00
11788	04/25/22	Office Depot	Office Supplies	161.95
11789	04/25/22	Pacific Office Automation	Copies	245.11
11790	04/25/22	Pamplin Media Group	PW UTIL AD	225.03
11791	04/25/22	Rash, Dave	Reimbursement	175.50
11792	04/25/22	San Diego Police Equip Co	Supplies	2,348.58
11793	04/25/22	SPARTAN ENVIRONMENTAL SERVICES LLC	Operational Supplies	1,078.00
11794	04/25/22	The Greg Prothman Company (Prothman)	Recruitment Service	5,833.33
11795	04/25/22	USA Blue Book	Operational Supplies	516.41

Check Number	Check Issue Date	Name	Description	Amount
11796	04/25/22	Verizon Wireless	Verizon	229.82
11797	04/25/22	Waste Connections	Shred Service	96.24
11798	04/25/22	Waterlab Corporation	Testiing	360.00
11799	04/25/22	Xylem Water Solutions USA, Inc	EQUIP MAINT/SUPPLY	22,327.70
11800	04/25/22	Yes Graphics Printing Co. Inc.	Printing Services	17.00
Grand Totals:				96,575.42

WATER FUND TECHNICAL ASSISTANCE PROJECT
FINANCING CONTRACT

Project Name: Hubbard Wastewater Facilities Plan

Project Number: V22008

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD"), and the City of Hubbard ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A General Definitions
- Exhibit B NOT APPLICABLE
- Exhibit C Project Description
- Exhibit D Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$153,050.

"Grant Amount" means \$20,000.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date.

"Project Completion Deadline" means 24 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project in the form of a grant in an aggregate amount not to exceed the Grant Amount (the "Grant").

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make and Recipient's right to request disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) [Reserved.]
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Events of Default.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the waste water system to which the Project is associated. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
- (2) OAR 123-043-0095 (4) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (4) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final plan.

D. NOT APPLICABLE

- E. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds until the date that is three years following the later of the final maturity of the Lottery Bonds, or the final maturity or redemption date of any obligation, or series of obligations, that refinanced the Lottery Bonds, or such longer period as may be required by other provisions of this Contract or applicable law.
- G. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- H. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

- I. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. Notice of Events of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- K. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- L. [Reserved.]
- M. Exclusion of Interest from Federal Gross Income and Compliance with Code.
 - (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
 - (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
 - (4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or

interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.

- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the Project, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

SECTION 8 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient in this Contract or in any document provided by Recipient related to the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B.
 - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.

- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.599.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.

- (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
- (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: Public Works Administrative Manager
City of Hubbard
3720 2nd Street
Hubbard, OR 97032

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless

in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department



CITY OF HUBBARD

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Charles Rostocil
Mayor of the City of Hubbard

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.560 through 285B.599, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 23 February 2022.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.]

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - NOT APPLICABLE

EXHIBIT C - PROJECT DESCRIPTION

Recipient shall complete a DEQ approved Wastewater Facilities Plan, in accordance with the adopted 2018 Guidelines “Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities”.

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Wastewater Facilities Plan	\$20,000	\$133,050
Total	\$20,000	\$133,050

DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 SUMMER ST NE STE 200

SALEM OR 97301-1280

City of Hubbard

93-0554149

Recipient

Federal Tax ID Number

Hubbard Wastewater Facilities Plan

V22008

Project Name

Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

Method I - Electronic Funds Transfer (EFT)

Private Sector or Government Entities

- ☐ **Use New EFT Account:** A Direct Deposit Form (SFMS ACH-1) completed by Financial Institution Representative has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

Oregon Department of Administrative Services

SFMS Operations / ACH Coordinator

155 COTTAGE ST NE STE U60

SALEM OR 97301-3970

Get the form here: www.oregon.gov/das/Financial/AcctgSys/Documents/ACH_Enrollment_Form.pdf

- ☐ **Use Existing EFT Account:** An account has already been set up for EFT deposits as required above.

Method II - Local Government Investment Pool (LGIP)

Government Entities Only

- ☐ Transfer funds to the **Oregon State Treasury Local Government Investment Pool** by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number _____.

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s) _____

Signature(s) _____

Title(s) _____

Date

Telephone Number

Fax Number

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards

Recipient City of Hubbard		Project Number V22008
Signatures of Delegated Authorized Individuals to Request Payments (Two signatures are required to request disbursement of funds)		
<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> Melinda Olinger, P.W. Administrative Manager </div> <div style="text-align: center; font-size: small; margin-bottom: 5px;"> Typed Name and Title </div> <div style="display: flex; align-items: center;"> (1) a <div style="flex-grow: 1;"> <div style="text-align: center; font-size: x-small;"> Signature (Highest-Elected Official must <u>not</u> sign here) </div> </div> </div>	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> Michael Krebs, P.W. Superintendent </div> <div style="text-align: center; font-size: small; margin-bottom: 5px;"> Typed Name and Title </div> <div style="display: flex; align-items: center;"> (1) b <div style="flex-grow: 1;"> <div style="text-align: center; font-size: x-small;"> Signature (Highest Elected Official must <u>not</u> sign here) </div> </div> </div>	
Additional Signatures (if desired)		
<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> _____ </div> <div style="text-align: center; font-size: small; margin-bottom: 5px;"> Typed Name and Title </div> <div style="display: flex; align-items: center;"> (1) c <div style="flex-grow: 1;"> <div style="text-align: center; font-size: x-small;"> Signature (Highest Elected Official must <u>not</u> sign here) </div> </div> </div>	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> _____ </div> <div style="text-align: center; font-size: small; margin-bottom: 5px;"> Typed Name and Title </div> <div style="display: flex; align-items: center;"> (1) d <div style="flex-grow: 1;"> <div style="text-align: center; font-size: x-small;"> Signature (Highest Elected Official must <u>not</u> sign here) </div> </div> </div>	
<div style="font-size: small;"> I certify that the signatures above are of the individuals authorized to draw funds for the cited project. </div> <div style="margin-top: 10px;"> <div style="text-align: center; font-size: small;"> Charles Rostocil, Mayor 05/10/2022 </div> <div style="text-align: center; font-size: x-small;"> Typed Name, Title and Date </div> </div> <div style="margin-top: 10px;"> <div style="display: flex; align-items: center;"> (2) <div style="flex-grow: 1;"> <div style="text-align: center; font-size: x-small;"> Signature of Highest Elected Official or duly authorized official for the Recipient (Must <u>not</u> be listed in item (1) a through (1) d above) </div> </div> </div> </div>	<div style="font-size: small;"> Agency Use Only: Date Received: </div>	

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department
 775 SUMMER ST NE STE 200
 SALEM OR 97301-1280

**CITY OF HUBBARD
PARK USE APPLICATION**

TODAY'S DATE 4/21/2022

PLEASE SEE ATTACHED PARK USE MUNICIPAL CODE CHAPTERS 3.15 AND 12.05

***Please attach a Hold Harmless agreement in favor of the
City of Hubbard and provide liability insurance, in the
amount of \$500,000 per occurrence naming the
City of Hubbard as an additional insured.***

DATE OF EVENT: August 14, 2022 **LOCATION OF EVENT:** Rivenes Park Hubbard

NATURE OF EVENT: Garber Gathering Picnic Pavilion + Tables

SET UP DATE & TIME: 8/14 11 am **REMOVAL DATE & TIME:** 8/14 4:30 pm

NAME OF PERSON/ORGANIZATION USING PARK: Goldie Garber Heyerly

ADDRESS: [REDACTED] **CITY:** [REDACTED] **STATE:** [REDACTED] **ZIP:** [REDACTED]

CONTACT NUMBERS: [REDACTED] [REDACTED] [REDACTED]

E-MAIL ADDRESS: [REDACTED]

DATE OF BIRTH (Must be 18 or Older): [REDACTED] **DRIVER'S LICENSE #:** [REDACTED] **STATE:** [REDACTED]

NOTE: Anyone applying for outdoor entertainment is subject to a
background investigation by the City of Hubbard.

WILL YOU BE USING TEMPORARY STRUCTURES? ☐ YES ☒ NO

IF YES, PLEASE ATTACH DIAGRAMS OF TEMPORARY STRUCTURES BEING CONSTRUCTED.

WILL THE EVENT IMPACT TRAFFIC? ☐ YES ☒ NO **IF YES, PLEASE PROVIDE A PLAN.**

WILL YOU NEED SECURITY FOR THE EVENT? ☐ YES ☒ NO **IF YES, PLEASE PROVIDE A PLAN.**

**PLEASE PROVIDE A PLAN FOR THE CLEAN-UP OF THE PARK AFTER THE EVENT, TO INCLUDE THE
THE DISPOSAL OF ALL TRASH OFF-SITE:**

we will clean up all trash - put into garbage bags and take with us.

if we have any tablecloths, etc we will take them with us

WILL ALCOHOL BE SERVED? ☐ YES ☒ NO **IF YES, PLEASE PROVIDE THE CITY WITH AN
OLCC APPROVED APPLICATION & A COPY OF LIABILITY INSURANCE OF \$500,000 PER OCCURRENCE.**

PERCENTAGE OF PARTICIPANTS LIVING WITHIN THE HUBBARD CITY LIMITS: only 2 persons

SIGNATURE Goldie Garber Heyerly **DATE** 4-21-22

CITY OF HUBBARD, OREGON

PERSONAL SERVICES AGREEMENT

AN AGREEMENT ("Agreement") between the City of Hubbard, an Oregon municipal corporation ("City"), and Civil West Engineering Services, Inc., an Oregon limited liability company ("Provider").

WHEREAS, City and Provider believe it is in their respective and mutual interests to enter into a written Agreement setting out their understandings concerning Provider's provision of on-call civil engineering services for the City.

1. Term

This Agreement shall run from May 1, 2022 through and including May 1, 2027 unless sooner terminated or extended under the provisions of this Agreement.

2. Provider's Service

The Provider shall provide to the City all services related to completion of the project (the "Project") as more particularly described in the Provider's proposal ("Proposal"), attached to this Agreement as Exhibit A and incorporated by reference herein. In the event of inconsistencies between this Agreement and Exhibit A, the provisions of this Agreement shall control. Generally, the services to be performed by the Provider on the Project consists of those services identified in the Scope of Services in the City's 2019 Request for Proposals in Exhibit A. All provisions and covenants contained in the exhibit are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Provider's proposal (if any) shall be resolved first in favor of this written Agreement. Provider will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Agreement (including Exhibit "A").

3. Provider Identification

Provider shall furnish to City Provider's employer identification number, as designated by the Internal Revenue Service.

4. Compensation

City agrees to pay Provider at the times and in the amount(s) set out in and in accordance with Exhibit "B". Compensation under this Agreement for individual projects which will exceed \$50,000 will be approved by Council and written documentation of approval will be inserted into the project file. Exhibit B will be updated through an amendment to this agreement as agreed to by both the City and Provider.

5. Project Managers

City's Project Manager is Michael Krebs. Provider's Project Manager is Matt Wadlington. Each party shall give the other written notification of any change in their respective Project Manager.

6. Project Information

Provider agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project. No information, news, or press releases related to the project shall be made to representatives of newspapers, magazines, television and radio stations, or any other newsmedium without the prior authorization of City's Project Manager.

7. Duty to Inform

Provider shall give prompt written notice to City's Project Manager if, at any time during the performance of this Agreement, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the Agreement, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of City's rights.

8. Provider is Independent Contractor

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. Provider hereby expressly acknowledges and agrees that as an independent contractor Provider is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Provider shall not affect Provider's independent ability (or the ability of Provider's insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300).

9. Overtime

Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC § 201 to 209, shall be paid at least time and a half (1-1/2) for all overtime worked in excess of forty (40) hours in any one (1) week.

10. Indemnity and Insurance

- i. Indemnity: Provider acknowledges responsibility for any and all liability arising out of the performance of this Agreement and shall hold City harmless from and indemnify and defend City for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Provider's acts, omissions, activities or services in the course of performing this Agreement. City acknowledges responsibility for any and all liability arising out of its performance of this Agreement and shall hold Provider harmless from and indemnify and defend Provider for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from City's acts, omissions, activities or services in the course of performing this Agreement. Nothing in this Agreement requires Provider to indemnify City for liability resulting from City's acts, omissions or activities.

- ii. Liability Insurance: Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name City as an additional insured.
- iii. Errors and Omissions Insurance: Provider shall maintain professional liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence covering personal injury and property damage arising from Provider's errors, omissions or malpractice.
- iv. Workers' Compensation Coverage: Provider certifies that Provider has qualified for State of Oregon Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407, or as a self-insured employer. Provider shall provide to City within ten (10) days after Agreement award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. A copy of the certificate of self-insurance issued by the state shall be provided to City if the Provider is self-insured.
- v. Certificates: Provider shall furnish City certificates evidencing the date, amount, and type of insurance required by this Agreement. All policies will provide for not less than thirty (30) days' written notice to City before they may be canceled.
- vi. Primary Coverage: The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess.

11. Standard of Care

Subject to all conditions set forth herein, Provider shall perform its work to the level of competency currently maintained by other practicing professional engineers performing the same type of work in the region the City is located. Provider is not obligated to exercise professional skill or judgment greater than the standard described in the preceding sentence. Provider makes no warranty, guaranty or assurance, express or implied, that Provider's work will yield or accomplish a perfect or particular outcome for the support provided through this agreement.

12. Work is Property of City

All work, including but not limited to documents, drawings, papers, computer program output files, and photographs, performed or produced by Provider under this Agreement shall be the property of City.

13. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Marion County, Oregon.

14. Errors

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost.

15. Extra or Changes in Work

Only the Project Manager may authorize extra (and/or change) work. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to such unauthorized extra work, and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

16. Successors and Assignments

- i. Both City and Provider bind themselves and any partner, successor, executor, administrator, or assign to this Agreement.
- ii. Neither City nor Provider shall assign or transfer their rights or obligations in this Agreement without the written consent of the other. Provider must seek and obtain City's written consent before subcontracting any part of the work required of Provider under this Agreement. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

17. Records

- i. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed.
- ii. Provider shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

17. Breach of Contract

- i. Provider shall remedy any breach of this Agreement within the shortest reasonable time after Provider first has actual notice of the breach or City notifies Provider of the breach, whichever is earlier. If Provider fails to remedy a breach in accordance with this paragraph, City may terminate that part of the Agreement affected by the breach upon written notice to Provider, may obtain substitute services in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.
- ii. If the breach is material and Provider fails to remedy the breach in accordance with this paragraph, City may declare Provider in default and pursue any remedy available for a default.
- iii. Pending a decision to terminate all or part of this Agreement, City unilaterally may order Provider to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Provider to resume those services, Provider shall be entitled to reasonable

- damages actually incurred, if any, as a result of the suspension.
- iv. To recover amounts due under this paragraph, City may withhold from any amounts owed by City to Provider, including but not limited to amounts owed under this or any other Agreement between Provider and City.

18. Mediation/Trial Without A Jury

Should any dispute arise between the parties to this Agreement concerning their respective obligations or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorney's fees in both mediation and litigation.

The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Marion County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section.

19. Termination for Convenience

Either party may terminate this Agreement at any time for its own convenience by providing at least thirty (30) days' prior written notice to the other party. Upon termination under this paragraph by City, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Agreement. Upon termination under this paragraph by Provider, City is entitled to receive services from Provider up to the termination date.

20. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement shall vest in the City. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Provider shall transfer to the City any data or other tangible property generated by Provider under this Agreement and necessary for the beneficial use of intellectual property covered by this paragraph.

21. Payment for Labor or Material

Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the prosecution of the work provided for in this contract.

22. Contributions to the Industrial Accident Fund

Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this Agreement and shall ensure that all subcontractors pay those amounts due from the subcontractors.

23. Income Tax Withholding

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

24. Payment of Claims by the City

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Agreement as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this Agreement. The City's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for those claims.

25. Hours of Labor

Provider shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair Labor Standards Act of 1938.

26. Workers' Compensation

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify City for any liability incurred by City as a result of Provider's breach of the warranty under this paragraph.

27. Medical Care for Employees

Provider shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Provider's employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider collected or deducted from the wages of employees pursuant to any law or contract for the purpose of providing or paying for such service.

28. Modification

Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of City and Provider.

29. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

30. Integration

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

SIGNED:

City of Hubbard

Civil West Engineering Services, Inc.

Michael Krebs, Superintendent

Matt Wadlington, PE, Principal



**NOTICE OF
REQUEST FOR PROPOSALS
CITY ENGINEER OF RECORD SERVICES
CITY OF HUBBARD OREGON**

CITY OF HUBBARD
PUBLIC WORKS DEPARTMENT
1607 Sunset Drive P.O. Box 550
Hubbard, OR 97032
(503) 962-4419 Fax: (503) 961-8749
TTY VOICE (503) 735-2900
www.cityofhubbard.org

Michael Krebs - Superintendent
Melinda Clinger - P.W. Administrative Manager
Heidi Wheeler - Office Assistant
Juan Hernandez - Utility Worker II
Tim Steele - Utility Worker I

The City of Hubbard is soliciting Request for Proposals (RFP) for an Engineer of Record to provide engineering services typically conducted by a City engineering department including, but not necessarily limited to planning, design, cost estimation and bidding services for the City of Hubbard's infrastructure, surveying, funding assistance, participation in public meetings and other related or functions as assigned. The City is willing to consider proposals from Engineering firms or individuals. The current City Engineer of Record averages 10 to 20 hours per month, although hours can vary depending on current development and other projects. Responding firm's staff engineers/individuals shall be licensed to practice engineering in the State of Oregon and be members in good standing with the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS).

Interested firms/individuals respond solely at their own expense.

BACKGROUND

The City of Hubbard (City), population 3305, is located in Marion County, approximately 20 miles from Salem. The City Council consists of the Mayor and four council members elected from the City at large. The City is organized into three departments, Public Works, Administration/Finance and Police. The City operates its own water, wastewater and street utilities. Garbage collection services are provided by a franchise with Republic Services.

The City owns and operates a number of public facilities including the following:

1. Water wells (4); storage reservoir (2); elevated tank storage/water pressure (1); distribution piping.
2. Wastewater Treatment Plant; collection piping.
3. Stormwater collection
4. Transportation
5. Parks System

PROPOSAL SUBMITTAL AND DUE DATE

Respondents shall provide five hard copies of their proposal clearly marked as "CITY OF HUBBARD CITY ENGINEERING SERVICES PROPOSAL" by 5:00 p.m. on January 13, 2020 to:

Melinda Olinger
Public Works Administrative Manager
City of Hubbard
3720 2nd Street
P.O. Box 380
Hubbard OR 97032

RFP QUESTIONS

Questions regarding this RFP may be directed to Melinda Olinger at molinger@cityofhubbard.org.

ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for the selection process. The schedule may change if it is in the City's best interest to do so.

- | | |
|--|---------------------|
| • RFP Requested | December 16, 2019 |
| • Proposals Due | January 13, 2020 |
| • Selection Committee Proposal Evaluations | January 14-16, 2020 |
| • Interviews (if needed) | January 20-22, 2020 |
| • Notice of Intent to Award | January 22, 2020 |
| • Contract Execution | January 23-30, 2020 |
| • Commencement of Contract | March 2, 2020 |

CONTRACT TERM

It is anticipated the City will enter into a renewable one-year/\$100,000.00 maximum (whichever occurs first) agreement.

SCOPE OF SERVICES

The City wishes to retain an engineering consultant to perform the work typically conducted by a city engineering department including, but not limited to, the following:

1. Attend meetings as requested by the City, including regular meetings, City Council meetings, special meetings, executive sessions and work sessions.
2. Attend, as needed and requested by the City, meetings of commissions and committees and represent the City in other meetings as necessary and appropriate.
3. Provide civil engineering advice, upon request, to the City and its members/staff.
4. When requested, attend Engineering/Pre-design/Pre-application meetings held at City Hall.

2019 REQUEST FOR PROPOSALS

CITY ENGINEER OF RECORD

Page 2 of 5

5. Review plans and other data submitted for City approval for compliance with Hubbard Design Standards and for compliance with Public Works conditions of approval from the Design Review Decision. Prepare public works comments for staff reports and conditions of approval on land use applications.
6. Prepare plans and bid documents on designated City infrastructure projects. Provide inspection services on designated City public works projects as requested.
7. Assist the City in obtaining necessary permits from other governmental agencies as requested.
8. Assist Public Works Department in periodic updates to Design and Construction Standards including specification drawings and standard detail drawings.
9. Provide technical civil engineering guidance for Public Works permit applications and public infrastructure improvements in the City's right-of-way or easements.
10. Provide other consulting services as specifically requested by the City.
11. Provide prompt, detailed invoices for work completed for approval and payment.

Much of this work occurs via telephone conferences and email. It is specifically noted that inquiries from the general public and/or the press are outside the purview of the City Engineer and that any and all inquiries for the City Engineer's time shall be channeled through the Public Works Superintendent, Director of Administration/City Recorder, or designee.

COMPENSATION

Generally the City anticipates payment for services on an hourly basis, however the City will also consider alternative proposals. The City reserves the right to negotiate the compensation package to best meet the needs of the City.

INSURANCE

The successful contractor shall be required to carry professional liability insurance of at least \$2,000,000, and upon successful acceptance of the contract, the City of Hubbard shall be named as "additional insured." Proposals shall include delineation of the carrier and overage limits per occurrence. The successful contractor shall indemnify the City of Hubbard from all suits, actions, claims of any kind resulting or as a consequence of any act or omission by the legal firm or its employee or contractor acting under this contract for legal services. See **EXHIBIT A**, *City of Hubbard Personal Services Agreement* for additional details.

QUALIFICATIONS OF CITY ENGINEER

Responding firms shall provide a clear delineation of the size and experience of the firm including resumes of all staff and associates, including registration status in the OSBEELS. It is required that the engineering firm have a transportation engineer and an Oregon licensed surveyor as part of their team (sub consultants are acceptable). In addition, the firm shall provide a representative listing of clients, preferably municipal government clients or clients of public agencies, with contact names and telephone numbers.

The proposal shall identify the primary engineer of the firm to be appointed City Engineer and that individual shall be authorized to represent the firm in all matters between the firm and the City of Hubbard. In addition, the proposal shall include a narrative explaining how the firm shall manage

2019 REQUEST FOR PROPOSALS

CITY ENGINEER OF RECORD

Page 3 of 5

fulfillment of the duties and responsibilities of the designated City Engineer in his or her absence or inability to act at any given time.

EVALUATION CRITERIA

The following information will be taken into consideration during the evaluation process:

- Qualifications identified in this RFP
- Familiarity with laws and regulations governing public water, wastewater, storm water and transportation systems, including operations, construction and maintenance of the City's current systems.
- Expertise in the following areas:
 - Civil, Electrical, Mechanical and Transportation Engineering
 - Deep well groundwater pumps and distribution systems
 - Municipal ground water rights acquisition and maintenance
 - Pump stations and gravity wastewater collection systems
 - Wastewater treatment with land applied biosolids
 - Wastewater permit regulations and compliance
 - Municipal transportation systems
 - Street maintenance techniques and applications
 - Oregon land use law/planning and development related infrastructure issues
 - Long range infrastructure planning
 - Public improvement contracting and administration
 - Contract law and intergovernmental agreements
 - Public finance and infrastructure financing
- Demonstration of workload capacity and a level of experience commensurate with the level of service required by the City.
- Adequate support staff and range of services offered.
- Professional reputation for providing high-quality services, ability to work cooperatively with City Councils, City Staff and citizens.
- Demonstrates sound judgment, integrity, and reliability as determined by the references provided.
- Results of interview (if conducted).

PROPOSAL ORGANIZATION

Proposals should be prepared in generally the following format for the ease of the selection committee in reviewing multiple proposals:

1. **General Overview:** Provide a general overview of the firm or individual, including a discussion relative to the Qualifications section of this RFP. Include relevant information for the firm/individuals included in your staffing plan.
2. **Response to Scope of Services:** Discussion of experience and ability to provide City Engineer services as outlined in the Scope of Services section of this RFP.

3. **Client References/Background:** Provide a representative listing of clients, preferably municipal government clients or clients of public agencies, with contact names and telephone numbers. The City reserves the right to explore the background, previous experience, training, financial affairs or related matters of any firm/individual under consideration for this contract.
4. **Insurance/Indemnification:** A discussion of the proposer's ability to provide the required level of insurance coverage and indemnification of the City of Hubbard as per the Insurance section of this RFP and EXHIBIT A.

PROPOSAL EVALUATION AND SCORING:

Proposals which conform to the proposal instructions will be evaluated. The evaluation process will begin with an analysis of each proposal using the evaluation criteria and weighting identified below.

- Qualifications 35%
- Experience 35%
- Staffing Plan 20%
- References 10%

OTHER PROVISIONS AND NOTICES

Rejection of Proposals: The City of Hubbard may reject any proposal not in compliance with all the prescribed public proposal procedures and requirements, and may reject for good cause any or all proposals in accordance with ORS 279B.100.

Public Records:

All submissions are the property of the City of Hubbard and are public records. If you believe your documents are exempt public records, please clearly mark each document and/or portion of document as such and indicate what exemption may apply. The City makes no guarantees that document submitted to the City will be kept confidential.



Civil West Engineering Services, Inc. - 2022 Rate Schedule	
STAFF/ITEM	BILLING RATE
ENGINEERING	
Expert Witness	\$400
Principal Engineer	\$170
Regional Manager	\$165
Senior Project Manager	\$160
Senior Project Engineer	\$149
Senior Engineering Technician	\$124
Project Manager	\$155
Project Engineer	\$138
Staff Engineer	\$117
Engineering Technician	\$86
Drafter	\$75
Inspector 1	\$160
Inspector 2	\$140
Inspector 3	\$120
Engineering Intern	\$52
Clerical	\$52
Surveying	
Senior Surveyor (PLS)	\$155
Senior Survey Technician	\$124
Survey Technician	\$106
1-person Survey Crew	\$165
2-person Survey Crew	\$194
3-person Survey Crew	\$230
REIMBURSABLES	
Mileage	\$0.56 - or current IRS Rate
Survey Equipment	\$200/day
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Subconsultants	Cost plus 10%
Expert Witness Support Expenses	Cost
* Scoped Support Services Approved Travel Budgets Will be Developed and Approved by Client Using Standard Billing Rates.	

EXHIBIT B