

MEETING NOTICE FOR THE CITY OF HUBBARD

TUESDAY

JULY 12, 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 at the Hubbard City Hall. 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>

See the below choices to Join the Zoom Meeting:

<https://us02web.zoom.us/j/85436001273?pwd=ZEpqQU1DcGs3ZTZWSXZPSk1oRFcxQT09>

Meeting ID: 854 3600 1273

Passcode: 011016

One tap mobile

+14086380968,,85436001273#,,,,*011016# US (San Jose)

+16694449171,,85436001273#,,,,*011016# US

Dial by your location

+1 408 638 0968 US (San Jose)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Meeting ID: 854 3600 1273

Passcode: 011016

Find your local number: <https://us02web.zoom.us/j/kX1i62kij>

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

Agenda / Packet is located at the following link: <https://www.cityofhubbard.org/meetings>

*****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: vnogle@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 7/7/2022, 4:00 p.m.

Vickie L. Nogle, MMC

Director of Administration/City Recorder

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

JULY 12, 2022 – 7:00 PM

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

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

MEETING Notice: Members of the public may attend/view via telephone, electronic device, YouTube. This is to enable interested citizens to listen to the meeting. All public comment is suspended during this meeting due to platform restrictions. **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.
- 2) COUNCIL RECESS OPEN PUBLIC MEETING AND CONVENE CLOSED EXECUTIVE SESSION TO CONDUCT DELIBERATIONS WITH PERSONS DESIGNATED BY THE GOVERNING BODY TO CARRY ON LABOR NEGOTIATIONS PURSUANT TO ORS 192.660(2)(d). 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) AWARD PRESENTATION – Police Chief David Rash.
- 5) HUBBARD HOP FESTIVAL INC. DONATION REQUEST – Joseph Steininger.
- 6) 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>)
- 7) MAYOR'S AND/OR COUNCIL'S PRESENTATIONS.

8) STAFF REPORTS.

- A) **Police Department**—Police Chief Dave Rash.
- B) **Hubbard Fire District** – Interim Fire Chief Michael Kahrmann.
- C) **Administrative Department**—Director of Admin/Recorder Vickie Nogle.
- D) **Public Works Department**—Public Works Superintendent Mike Krebs.

9) 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 the June 2022 Check Register Report.**
- B) **Approval of the Collective Bargaining Agreement between the City of Hubbard and Hubbard Police Officer Association 2021-2024 (*City of Hubbard Contract No. 0002*), and authorize the Mayor to sign.**
- C) **Resolution No. 716-2022. A Resolution repealing Resolution No. 469-2008 and adopting a Sidewalk Program. (*Refer to Public Works Administrative Manager Report*)**
- D) **Resolution No. 733-2022. A Resolution extending the City of Hubbard's Workers' Compensation coverage to volunteers of the City of Hubbard, and repealing Resolution No. 729-2022.**
- E) **Resolution No. 734-2022. A Resolution adopting a job description for the Public Works Office Assistant and repealing Resolution No. 657-2018. (*Refer to Public Works administrative Manager Report*)**
- F) **Resolution No. 736-2022. A Resolution authorizing an Intergovernmental Agreement between the Cities of Hubbard, Aurora, Silverton, Mt. Angel, Donald, Gervais, and Sheridan, and repealing Resolution No 642-2018.**
- G) **Resolution No. 737-2022. A Resolution for Compensation Ranges for Non-Represented Employees and amending Represented Employees, and repealing Resolution No. 730-2022.**
- H) **Approval of the agreement between the Mid-Willamette Valley Council of Governments and the City of Hubbard for Land Use Planning Services July 1, 2022, through June 30, 2023, and authorizing the Mayor to sign.**
- I) **Approval to move Police Officer Mark Wai from probation, and from step A to B of the Hubbard Salary Schedule, effective August 1, 2022.**

- J) Approval of Oregon Texas Line-Brandon Jackson Park Use application for the Functional Fitness Camp (CrossFit) event on Saturday, September 2, 2022, at Rivenes Park, from 7:00 p.m. – 9:00 p.m. contingent upon receipt of the required insurance documentation. *(Refer to Public Works Administrative Manager report)*
- K) Authorize the Public Works Administrative Manager, to use Docu-sign to sign the Marion County Subrecipient Agreement BO-4578-22, as required by Marion County Board of Directors. *(Refer to Public Works administrative Manager Report)*
- L) Authorize Public Works Superintendent Mike Krebs to assign the Marion County ARPA Water Systems Improvement Project to the Hubbard City Engineer Project Manager Matt Wadlington, Civil West Engineering Services, Inc. as allowed in the Personal Services Agreement. *(Refer to Public Works administrative Manager Report)*
- M) Approve the Contract for services between Grove, Mueller & Swank, P.C., and the City of Hubbard.
- N) Accept the engagement letter from Grove, Mueller & Swank, P.C. for audit services year ending June 30, 2022, and authorize the Mayor to sign.

10) OTHER CITY BUSINESS.

11) ADJOURNMENT. (Next regular scheduled City Council Meeting August 9, 2022, at 7:00 p.m.)

*******ACCESSABILITY 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.



SHERIFF

WASHINGTON COUNTY

AWARD & COMMENDATION NOMINATION FORM

Nominee: Christopher Davis Title: Former Deputy (Recruit) Division: Patrol

Nominator: Lieutenant Rawlinson Submitter: Deputy Friant Date: Oct 28, 2021

Refer to [WCSO Policy 531](#), *Recognizing Exemplary Service*, for award criteria and clarification.

Type of Award

- | | | |
|----------------------------------------------------|------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Medal of Honor | <input checked="" type="checkbox"/> Lifesaving Award | <input type="checkbox"/> Exemplary Service Award |
| <input type="checkbox"/> Medal of Valor | <input type="checkbox"/> Distinguished Service Award | <input type="checkbox"/> Exemplary Community Service Award |
| <input type="checkbox"/> Purple Heart Award | <input type="checkbox"/> Community Policing Award | <input type="checkbox"/> Letter of Commendation |
| <input type="checkbox"/> Meritorious Service Award | <input type="checkbox"/> Humanitarian Award | |

Instructions:

- Fill in supporting information on the second page: where, when and why should the recipient be awarded.
- **Exemplary Service Awards** - Forward all Exemplary Service Award nominations electronically to WCSO Awards e-mail distribution group for initial fact review. Any supporting documents including incident reports can be sent with the nomination.
- **Letter of Commendations** - Letter of Commendations will be placed in employee's file - forward to division commander for final approval. If recommending Letter of Commendation to be presented to employee by Sheriff at a swearing in ceremony - forward to WCSO Awards e-mail distribution group for initial fact review; include all relevant documentation.

DO NOT FILL BELOW THIS LINE - AWARDS COMMITTEE ONLY

Approved Denied

WCSO Awards Committee Review:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Date: <u>Feb 22, 2022</u>	Signature: <u>John C. McCullough</u>
Undersheriff Review:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Date: <u>Feb 23, 2022</u>	Signature: <u>John Koch</u>
Sheriff Review: Medal of Valor only	<input type="checkbox"/>	<input type="checkbox"/>	Date: _____	Signature: _____
Commander Review: Letter of	<input type="checkbox"/>	<input type="checkbox"/>	Date: _____	Signature: _____

Commendation only

Award changed (why downgraded/upgraded)

Recipient(s) Notified: ☒

Copies Provided to: ☒ Exec. Support ☐ Div. Commander ☒ PSU

Preferred Presentation: ☐ Swearing In ☐ Shift Briefing



SHERIFF

WASHINGTON COUNTY

AWARD & COMMENDATION NOMINATION FORM

Supporting information: where, when and why should the recipient be awarded:

On October 28th, 2021, Deputy Adam Weishaar and former Deputy Christopher Davis responded to an assist fire call in the Bethany area of unincorporated Washington County for a report of a man who had been injured in a bicycle accident. When Deputy Weishaar and Mr. Davis arrived, they found the man sitting on the sidewalk with blood pooling by his feet.

Deputy Weishaar, recognizing the amount of blood and severity of the situation, directed Mr. Davis to pull the man's pant leg up so they could observe the injury. As the injury was exposed, blood could immediately be seen pumping out of the deep wound. Mr. Davis quickly removed his personal tourniquet and applied it to the man's leg. After re-evaluating the bleeding, Deputy Weishaar determined the bleeding had not been controlled. Deputy Weishaar then applied a second tourniquet to the victim's leg, ultimately controlling the bleeding which prevented the male from going into shock and losing consciousness. Minutes later paramedics arrived on scene and Deputy Weishaar and Mr. Davis were able to provide the man's condition and the time tourniquets were applied. The man was then transported to a local area hospital where he received additional medical care.

Captain Esparza with Tualatin Valley Fire and Rescue said when he arrived the man looked like he was about to die. It was estimated the man had lost at least a half liter of blood. Without the quick response and immediate actions of Deputy Weishaar and Mr. Davis the man would have likely lost consciousness, gone into shock and likely lost his life.

Former Deputy Christopher Davis responded to a man in critical need of medical attention. Mr. Davis' swift response and decisive action directly resulted in the saving of this man's life, preventing what certainly would have otherwise been a tragedy. Mr. Davis' actions bring great credit upon himself, the Washington County Sheriff's Office and the law enforcement profession.



Chief's Report

"Committed to our community"

TO: Mayor and City Council Members

FROM: David J. Rash, Chief of Police

DATE: June 30, 2022

RE: July 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 June 2022**

Officer Chris Davis received a life-saving award from the Washington County Sheriff's Department that will be presented at the council meeting.

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

- **Community Outreach**

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

On October 7, we will be having Coffee With a Cop at Le Petite Bistro on National Coffee With a Cop Day. Details will be provided as the date gets closer.

- **Training**

For the month of July:

Officer Holliman is attending an advance Firearms Instructor Course July 12-14.

Officer Holliman is attending a rifle armorer's course July 18 & 19.

Officer Wai is attending an Active Threat/Shooter Instructor Course July 21-23

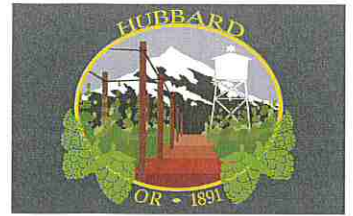
Officer Holliman is attending the Traffic Safety Conference in Bend July 29 & 30th. This training is funding by ODOT.

**** 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

DIRECTOR OF ADMINISTRATION/ CITY RECORDER MONTHLY REPORT



To: CITY COUNCIL
From: VICKIE NOGLE, MMC, Director of Administration/City Recorder
Date: JULY 7, 2022
RE: REPORT FOR JULY 12, 2022, CITY COUNCIL MEETING

CITY ADMINISTRATOR RECRUIT UPDATE

The recruitment flier has been updated to "Open until filled." Fliers have been reposted on the Prothman website, Facebook, and LinkedIn accounts; and the City's website, Facebook, City Hall, Post Office, as well as advertised on governmentjobs.com.

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 final date for local candidates to file the COMPLETE declaration of candidacy or nominating petition to the City is **August 25, 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 July 19, 2022, Planning Commission meeting:

- B & T Towing and Transportation LLC – 3187 G Street, Hubbard (041W33DA00200); Site Development Review (SDR 2022-01) for towing business.

The following public hearing may potentially be held at the August 16, 2022, Planning Commission meeting

- ICON Construction & Development, LLC – 11984 Broadacres Road NE, Hubbard (041W3300100) - Frank J. Bronec QTIP Trust and Columbia Trust Company TRE; Planned Unit Development (PUD #2022-01) for 204 lots.

NEWSLETTER

Please submit your information for the Newsletter no later than **August 15, 2022**. You can submit them in writing or e-mail the Administrative Assistant/Court Clerk Julie Hedden at lastorga@cityofhubbard.org jhedden@cityofhubbard.org.

BUILDING PERMITS

4 building permit application has been submitted January - June 2022.

BUILDING PERMITS

	Date Received & Sent to Co.	Date Received From County	Permit #	Applicant Name	Address	Map & Tax Lot #
1	6/8/2021	8/18/2021	555-21-006035-DWL	Dimitriy Gridinar	3787 10th St	041W33AB07000
2						
3	10/5/2021			Elite Home, LLC	3177 Elm St #22	
4						
5	9/22/2021	11/2/2021	555-21-009868-DWL	JERRY VOSIKA	3165 5TH	041W33AC05401
6						
7	12/16/2021			PACIFIC CREST STRUCTURES	2350 INDUSTRIAL AVENUE	
8						
9	12/28/2021			MH CUSTOM CABINETRY INC	2694 INDUSTRIAL AVE	
10						
11	6/7/2022			Matt Kennedy	3635 5th STREET	
12						
13	6/14/2022			Armando Rendon	3346 4th STREET	
14						
15	6/21/2022	6/21/2022	55522-004723-STR	Hubbard Fire District	3161 2nd Street	
16						
17	6/23/2022			Moshen Salem /W.Side Drywall	2755 Pacific Highway 99E	
18						
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35						
36						

BUILDING PERMITS page 2

	Type of permit	Permit Amount	Reciept #	ROW	Reciept #	City Fee	SDC	Reciept #	EXCISE TAX	Valuation
1	SFR	\$ 2,657.04	9.002219	\$ 225.00	1.011141	\$ 312.16	\$ 17,703.00	1.01141	\$ 2,354.00	\$ 333,384.28
2	ADDITIONAL PYMNT	\$ 21,648.10								
3	ADDITION TO MFH	\$ 275.80	9.002424							
4										
5	SFR	\$ 2,618.13	9.002373	\$ 135.00	1.011378	\$ 185.25	\$ 17,703.00	1.011378	\$ 2,112.00	\$ 313,219.36
6	ADDITIONAL PYMNT	\$ 21,597.01	1.011378							
7	ROOF REPAIR	\$ 401.88	1.011527							
8										
9	ADDING BATHROOM & LUNCH ROOM	\$ 797.85	1.011586							
10										
11	ACCESSORY STRUCTURE/GARAGE	\$ 1,331.00	9.003579							
12										
13	ADDING covered to patio	\$ 150.36	9.003592							
14										
15	Interior dorm room renovation	\$ 1,558.28	4.000728							
16										
17	Additional Warehouse	\$ 3,196.54	4.000731							
18										
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30										
31										
32										
33										

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	223.62	.00	.00	223.62	5,559.10
		Sic	237.25	.00	.00	237.25	
		Hol	.00	.00	.00	.00	.00
		Com	34.86	.00	.00	34.86	866.48
117	Nogle, Vickie Lynne	Vac	288.92	.00	.00	288.92	11,928.06
		Sic	1,025.25	.00	.00	1,025.25	
		Hol	.00	.00	.00	.00	.00
		Com	60.00	.00	.00	60.00	2,477.10
Total Administration:			1,869.90	.00	.00	1,869.90	
Police Department							
101	Anderson, Chris	Vac	296.91	.00	.00	296.91	11,968.65
		Sic	1,270.00	.00	.00	1,270.00	
		Hol	14.50	.00	.00	14.50	584.51
		Com	6.82	.00	.00	6.82	274.92
103	Bentley, Glen W	Vac	192.04	.00	.00	192.04	6,284.91
		Sic	1,424.00	.00	.00	1,424.00	
		Hol	36.00	.00	.00	36.00	1,178.18
		Com	.00	.00	.00	.00	.00
141	DAVIS, CHRISTOPHER	Vac	.00	.00	.00	.00	.00
		Sic	24.00	.00	.00	24.00	
		Hol	10.00	.00	.00	10.00	269.57
		Com	.00	.00	.00	.00	.00
139	Holliman, Steve	Vac	39.05	.00	.00	39.05	1,181.84
		Sic	25.50	.00	.00	25.50	
		Hol	.00	.00	.00	.00	.00
		Com	43.50	.00	.00	43.50	1,316.52
128	Rash, David	Vac	47.24	.00	.00	47.24	2,500.87
		Sic	323.00	.00	.00	323.00	
		Hol	.00	.00	.00	.00	.00
		Com	33.00	.00	.00	33.00	1,747.01
129	Schwartz, Molly	Vac	21.65	.00	.00	21.65	559.74
		Sic	9.75	.00	.00	9.75	
		Hol	.00	.00	.00	.00	.00
		Com	6.51	.00	.00	6.51	168.31
140	Wai, Mark-Carlo	Vac	8.40	.00	.00	8.40	217.70
		Sic	10.00	.00	.00	10.00	
		Hol	.00	.00	.00	.00	.00
		Com	.00	.00	.00	.00	.00
Total Police Department:			3,841.87	.00	.00	3,841.87	
Public Works							
138	Caballero, Aaron	Vac	88.74	.00	.00	88.74	2,013.03
		Sic	185.00	.00	.00	185.00	
		Hol	6.25	.00	.00	6.25	141.78
		Com	2.00	.00	.00	2.00	45.37
109	Hernandez, Juan M	Vac	308.81	.00	.00	308.81	8,704.86
		Sic	684.50	.00	.00	684.50	
		Hol	13.50	.00	.00	13.50	380.54
		Com	17.27	.00	.00	17.27	486.67
112	Krebs, Michael R	Vac	360.23	.00	.00	360.23	14,852.61

Employee Number	Name	Rate Desc	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain	Liability Amount
118	Olinger, Melinda L	Sic	1,379.50	.00	.00	1,379.50	
		Hol	10.00	.00	.00	10.00	412.31
		Com	72.04	.00	.00	72.04	2,970.27
		Vac	335.02	.00	.00	335.02	11,699.84
		Sic	1,301.75	.00	.00	1,301.75	
		Hol	10.00	.00	.00	10.00	349.23
142	TRAMEL, JORDAN	Com	63.15	.00	.00	63.15	2,205.37
		Vac	.00	.00	.00	.00	.00
		Sic	.00	.00	.00	.00	.00
		Hol	.00	.00	.00	.00	.00
		Com	.00	.00	.00	.00	.00
Total Public Works:			4,837.76	.00	.00	4,837.76	
Grand Totals:			10,549.52	.00	.00	10,549.52	

Pay Code Summary

Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain	Liability Amount
2,210.63	.00	.00	2,210.63	77,471.21
7,899.50	.00	.00	7,899.50	
100.25	.00	.00	100.25	3,316.12
339.14	.00	.00	339.14	12,558.02

Report Criteria:

Suppress employee name and number

Employee.Employee number <> 104

- MONTHLY REPORT -

DATE: July 12, 2022
TO: City Council
FROM: Melinda Olinger, P.W. Administrative Manager

ITEM #1 On the Consent Agenda is a request to approve Brandon Jackson's park use application for Rivenes Park on September 1-2, 2022 for their functional fitness camp (Crossfit).

As Council recalls, Brandon Jackson submitted his application after the deadline for it to be included on the June 14, 2022 Consent Agenda, however he attended the council meeting to share details of his proposed event and to answer any questions or concerns Council might have.

Council requested Brandon work with Public Works in regards to parking for the event. I spoke with Mike, and he recommends participants use street right-of-way parking areas for this event. Brandon confirmed this would be appropriate for his proposed event. I also confirmed that the park would remain open to the public during their event.

Public Works recommends Council approve Brandon Jackson's park use application contingent upon receiving the required insurance documentation.

ITEM #2 On the Consent Agenda is a request to approve and authorize the Mayor to sign Resolution No. 734-2022 updating our Public Works Office Assistant Job Description.

ITEM #3 On the Consent Agenda is a request to accept and authorize me, Public Works Administrative Manager, to use Docu-sign to sign the Marion County Subrecipient Agreement BO-4578-22, as required by Marion County Board of Directors.

This agreement is for the Marion County ARPA \$1,000,000 grant award for the City's Water System Improvement Project. Legal has had the opportunity to review and comment on the agreement, and accepts as is.

ITEM #4 On the Consent Agenda is a request to authorize Public Works to assign the Marion County ARPA Water Systems Improvement Project to Hubbard City Engineer Project Manager Matt Wadlington, Civil West Engineering Services, Inc. as allowed in the Personal Services Agreement.

ITEM #5 On the Consent Agenda is a request to accept and authorize the Mayor to sign Resolution No. 716-2022 adopting an updated sidewalk program.

ITEM #6 Following the 2021 Winter Storm Event, I worked with both FEMA and State of Oregon Emergency Management representatives to provide the required documentation for requesting reimbursement for the eligible portion of the City's costs in responding to the 2021 Winter Storm Event. See attached project documents for Category A and Category B for a detailed description of costs.

Category A:

• Net Cost	\$16,469.26
• Federal Share (75%)	\$12,351.95
• Non-Federal Share (25%)	\$4,117.31

Category B:

• Net Cost	\$22,533.14
• Federal Share (75%)	\$16,899.86
• Non-Federal Share (25%)	\$ 5,633.28

Total cost reimbursement awarded to the City is **\$29,251.81**. I will work with Vickie to ensure the reimbursement funds are receipted into the correct accounts.

ITEM #7 The replacement pumps for the Splash Fountain were ordered on June 28, 2022 and have a two-week ETA. Once received, Public Works will work to get them installed and the Splash Fountain restored to full capacity as quickly as possible.

ITEM #8: Public Works is very excited to welcome Jordan Tramel to our team as our new Utility Worker II! We believe he will be a great addition to our team and we look forward to showing him the ins and outs of Public Works. His first day and orientation is Tuesday, July 5, 2022. Look for him in the City's parks as this is where he will be spending a significant amount of time during his first weeks with the City.

ITEM #9 Public Works hauled and disposed of 318,000 gallons of biosolids on June 27-28, 2022. The next haul will be scheduled in approximately September, 2022.

ITEM #10 Included in the council packet for your review is a draft Hubbard Addendum for the Marion County Hazard Mitigation Plan update. I do not need anything specific from Council, this is for your review and to provide an opportunity for comments or questions.

When the City moves forward to update our Comprehensive Plan, updates will need to reflect the characteristics of high priority hazards and recommended policies and implementation actions that reflect new hazard information included in this addendum.

A reminder that, as I had previously mentioned to Council, the completion of the Hazard Mitigation Plan update keeps the City eligible for disaster incident reimbursements from FEMA.

ITEM #11 To keep all potential project funding options open for the City, several weeks ago I submitted a letter of interest (LOI) to the Drinking Water State Revolving Fund (DWSRF) for the City's water system improvements project. Included in the packet is the Oregon Health Authority's response letter, noting the City's project rating and that it has been added to the Project Priority List for the 10-day public notice process.

ITEM #12 As Council requested, I attached initial Public Works dashboard and project details forms. Please confirm if these forms and detail meet your expectations, or if there are revisions you would like to see incorporated. Once Council has approved the format, additional public works projects will be added.

The Public Works Department completed 24 requests for locates for the month of June.

Department of Homeland Security Federal Emergency Management Agency

General Info

Project #	333653	P/W #	121	Project Type	Work Completed / Fully Documented
Project Category	B - Emergency Protective Measures			Applicant	City of Hubbard (047-35450-00)
Project Title	APP CERT-City of Hubbard-Emergency Protective Measures			Event	4599DR-OR (4599DR)
Project Size	Small			Declaration Date	5/4/2021
Activity Completion Date	11/04/2021			Incident Start Date	2/11/2021
				Incident End Date	2/15/2021
Process Step	Obligated				

Damage Description and Dimensions

The Disaster # 4599DR, which occurred between 02/11/2021 and 02/15/2021, caused:

Damage # 548162; Emergency Protective Measures (Emergency Protective Measures)

During the incident period of 2/11/2021 through 2/15/2021, a(n) Winter Storm created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

- Provided emergency police department staff (2) and utility workers (3) to assist with directing traffic and placing barricades due to the ice and high winds jurisdiction wide for the City of Hubbard residents and community to lessen or eliminate immediate threats to lives, public health, safety and or improve property due to the severe winter storm at or around 3720 2nd Street, Hubbard, Oregon 97032, GPS: 45.18260; -122.80504 from 2/12/2021 to 2/24/2021.
- Provided emergency temporary in-place generators to power municipal operations and to power water/sewer systems for The City of Hubbard to lessen or eliminate immediate threats to lives, public health, safety and to improve property due to the severe winter storm jurisdiction wide at (please see below the Generators Addresses and GPS coordinates) from 2/13/2021 to 2/19/2021.

Generators Addresses and GPS Coordinates:

1. WASTEWATER TREATMENT PLANT - 3607 Sunset Drive, Hubbard OR 97032 – GPS: 45.18517, -122.81216
2. WATER TREATMENT PLANT - 3101 1st Street, Hubbard OR 97032 – GPS: 45.17887, -122.80871
3. ELEVATED TANK - 3652 1st Street, Hubbard OR 97032 - GPS: 45.18187, -122.80466
4. INDUSTRIAL LIFT STATION (No address listed) – GPS: 45.17797, -122.81256
5. CITY HALL - 3720 2nd Street, Hubbard OR 97032 – GPS: 45.18260, -122.80504

Final Scope

Work Completed

The applicant utilized Force Account Labor and Force Account Equipment for the Emergency Protective Measures by providing 5 in-place Generators to power municipal operations and to power water/sewer system. Five overtime laborers, included 2 Police Officers and 3 Utility workers, were used to direct traffic and place barricades for The City of Hubbard residents and community to lessen or eliminate immediate threats to lives, public health, safety and or improve property jurisdiction wide due to a severe winter storm with ice and high winds, which created downed trees and power lines and vegetative debris in Marion County.

Cost share for this version is 75 %. All work and costs in this project fall between 2/12/2021 and 2/24/2021

City of Hubbard

A. Provided emergency police department staff (2) and utility workers (3) to assist with directing traffic and placing barricades due to the ice and high winds jurisdiction wide for the City of Hubbard residents and community to lessen or eliminate immediate threats to lives, public health, safety and or improve property due to the severe winter storm through force account labor and force account equipment.

B. Provided emergency temporary in-place generators to power municipal operations and to power water/sewer systems for The City of Hubbard to lessen or eliminate immediate threats to lives, public health, safety and to improve property due to the severe winter storm jurisdiction wide through force account equipment.

1. Force Account Labor OT: 5 Laborers; 67.50 hours: \$3,318.07
2. Force Account Equipment: 5 Generators; 567 equipment hours: \$19,215.07

Work Completed Total: \$22,533.14.

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ – Small Project Estimate.
2. CRC Specialist reviewed document 333653-DR4599-City of Hubbard-FA Labor-FA Equipment Summary.xlsx
3. PDMG confirms 2 Police Officers directed traffic jurisdiction wide, all over town around 3720 2nd Street, Hubbard, Oregon 97032. No map with coordinates provided. – See email attachment - 333653-OR PDMG email responses.pdf
4. PDMG confirms 3 Utility workers placed barricades at downed power line locations (See ddd for locations) and around large trees that were blocking access. City Crews did a First Push of debris to access roadways, as trees with ice had broken off. Crews manned and monitored Waste Water Treatment Plant and Water Plant, when power was lost. Crew set up temporary drinking water access to an area of town that had lost potable water. See email attachment - 333653-OR PDMG email responses.pdf
5. PDMG confirms barricades - No ground disturbance caused by/from barricades, were all placed on paved surfaces. See email attachment – 333653-OR PDMG email responses.pdf
6. The 5 Generators used were in place, all five (5) generators are in place, not temporary. No building modifications or temporary hookup/connection, as they are permanently wired. Their capacities are as follows:
 1. Generator -WWTP, 150KW, 8314 Code
 2. Generator - 100KW, 8313 Code
 3. Generator Elevated Tank– 60KW, 8312 Code
 4. Generator-Well - #4 – 80KW, 8312 Code
 5. Generator-City Hall – 9.6KW, 8310 Code
7. PDMG confirmed INDUSTRIAL LIFT STATION no address due to out in the country in the City of Hubbard - GPS: 45.177974, - 122.812565 - Verified by CRC Specialist. See email attachment - 333653-OR PDMG email responses.pdf
8. PDMG concurs with project date 02/12/2021 thru 2/24/2021.
9. CRC Specialist confirms no dbris removal on project 333653.
10. PDMG reviewed project and verbally concurs to move forward.

Cost

Code	Quantity	Unit	Total Cost	Section
9007 (Force Account Labor OT)	1.00	Lump Sum	\$3,318.07	Completed
9008 (Force Account Equipment)	1.00	Lump Sum	\$19,215.07	Completed

CRC Gross Cost \$22,533.14

Total Insurance Reductions \$0.00

CRC Net Cost \$22,533.14

Federal Share (75.00%) \$16,899.86

Non-Federal Share (25.00%) \$5,633.28

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-10-OR-4599-PW-00121(112)	\$22,533.14	75 %	\$16,899.86	4/21/2022

Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
No Records				

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

03/28/2022

Property insurance coverage for the Emergency Protective Measures represented on this project are not insured or insurable. No insurance relief is anticipated.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements will be mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

No insurance Narrative will be produced or uploaded into documents or attachments.

No O&M is required for the facilities represented on this project.

Malik Harness

Public Assistance Insurance Specialist | CRC West

O&M Requirements

There are no Obtain and Maintain Requirements on **APP CERT-City of Hubbard-Emergency Protective Measures**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

EHP Additional Info

There is no additional environmental historical preservation on **APP CERT-City of Hubbard-Emergency Protective Measures**.

Final Reviews

Final Review

Reviewed By KAUFMAN, JOSEPH C.

Reviewed On 04/11/2022 8:53 PM PDT

Review Comments

4.11.22 - FEMA final review completed and approved. Kaufman_J

Recipient Review

Reviewed By Slevin, Julie

Reviewed On 04/12/2022 9:44 AM PDT

Review Comments

JS 4/12/22

Project Signatures

Signed By Olinger, Melinda

Signed On 04/13/2022

Department of Homeland Security Federal Emergency Management Agency

General Info

Project #	333652	P/W #	147	Project Type	Work Completed / Fully Documented
Project Category	A - Debris Removal			Applicant	City of Hubbard (047-35450-00)
Project Title	City-Wide Debris Removal Operations			Event	4599DR-OR (4599DR)
Project Size	Small			Declaration Date	5/4/2021
Activity Completion Date	11/04/2021			Incident Start Date	2/11/2021
Process Step	Obligated			Incident End Date	2/15/2021

Damage Description and Dimensions

The Disaster # 4599DR, which occurred between 02/11/2021 and 02/15/2021, caused:

Damage #548161; Debris Removal

During the incident period 2/11/2021 through 2/15/2021, a(n) Winter Storm deposited the following debris throughout City of Hubbard.

- Throughout City of Hubbard, a Public ROW, located at 45.182586 -122.805055, 40.71 Ton of Vegetative Debris. The work was completed between 2/18/2021 and 5/24/2021 by both Force Account and Contract, permit status unknown.

Final Scope

548161 Debris Removal

Work Completed

The applicant utilized force account labor, equipment, rental equipment, and contracts for debris removal operations throughout City of Hubbard between 02.18.2021 and 05.24.2021.

The cost share for this project is 75%

The Applicant has elected to participate in the Alternative Procedures for debris removal and receive reimbursement for straight-time for the Applicant's budgeted employees that conduct debris removal activities. The Applicant opts-in by including straight-time in their debris removal (Category A) project claims.

The final disposal site was located at North Marion County Transfer Station - 17827 Whitney Lane NE, Woodburn, OR 97071 (45.178531, -122.856486).

CITY OF HUBBARD

- A. Assisted in removal of 40.71 Tons of vegetative debris from roads and public property including right of ways.
- B. Assisted in hauling 40.71 Tons of vegetative debris to landfill
- C. Performed chipping operations and debris was left in place at ROW.

- 1. Force Account Labor - 1 Employee(s) - 1 hours \$38.77
- 2. Force Account Labor Overtime - 2 Employee(s) - 17 hours \$806.96
- 3. Force Account Equipment - 1 EA. - 18 equipment hours \$1,296.90
- 4. Rented Equipment- \$3,940.63

Contract

- A. Removed 40.71 Tons of vegetative debris from roads and public property including right of ways.
- B. Hauled 40.71 Tons of vegetative debris to landfill

- 1. ROW debris clearance - Contract - \$10,275.00
- 2. Tipping fees - Contract - \$111.00

Work Completed Totals

- 1. Force Account Labor - 1 Employee(s) - 1 hours \$38.77
- 2. Force Account Labor Overtime - 2 Employee(s) - 17 hours \$806.96
- 3. Force Account Equipment - 1 EA. - 18 equipment hours \$1,296.90
- 4. Rented Equipment- \$3,940.63
- 5. Contracts - \$10,386.00

Work Completed Total: **\$16,469.26**

Project Notes:

- 1. All costs associated with this project have been validated, see attachment labeled [Validation Summary_333652.xlsx](#)
- 2. All procurement documents attached have been reviewed. See attachment labeled [DR4599-City of Hubbard-Procurement Policy.pdf](#)
- 3. Payroll policy has been provided and reviewed. See attachment labeled [333652-DR4599-City of Hubbard-Pay Policy.pdf](#)
- 4. An estimated 4 dump truck loads were chipped in place at 3720 2nd Street, Hubbard, OR 97032(45.182586, -122.805055). To be used for landscaping for parks, police office and common municipal areas.
- 5. Load tickets provided.
- 6. Dates used in this project encompass the first date attributable and last date attributable to work/costs.

Cost

Code	Quantity	Unit	Total Cost	Section
9226 (Force Account Labor (Straight Time) - Debris Removal)	1.00	Lump Sum	\$38.77	Completed
1052 (Dump Charges (Landfill Disposal))	1.00	Lump Sum	\$111.00	Completed
9227 (Force Account Labor (Over Time) - Debris Removal)	1.00	Lump Sum	\$806.96	Completed
9008 (Equipment)	1.00	Lump Sum	\$1,296.90	Completed
9004 (Rented Equipment)	1.00	Lump Sum	\$3,940.63	Completed
9231 (Contract - Debris Removal)	1.00	Lump Sum	\$10,275.00	Completed

CRC Gross Cost \$16,469.26

Total Insurance Reductions \$0.00

CRC Net Cost \$16,469.26

Federal Share (75.00%) \$12,351.95

Non-Federal Share (25.00%) \$4,117.31

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-10-OR-4599-PW-00147(148)	\$16,469.26	75 %	\$12,351.95	6/15/2022

Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
No Records				

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- Subrecipient has chosen to participate in the Straight-Time Force Account Labor Alternative Procedure for Debris Removal. As a result, straight-time force account labor, including fringe benefits, will be reimbursed on the PW.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

5/17/2022

Property insurance coverage for debris removal is limited to insured locations. Debris removal represented on this project does not include insured locations and are not insured or insurable. No insurance relief is anticipated.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements will be mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

No insurance Narrative will be produced or uploaded into documents or attachments.

No O&M is required for the facilities represented on this project.

Debra Coleman, PA Insurance Specialist
CRC West, Sacramento, CA

O&M Requirements

There are no Obtain and Maintain Requirements on **City-Wide Debris Removal Operations**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

EHP Additional Info

There is no additional environmental historical preservation on **City-Wide Debris Removal Operations**.

Final Reviews

Final Review

Reviewed By KAUFMAN, JOSEPH C.

Reviewed On 05/23/2022 4:08 PM PDT

Review Comments

5.23.22 - FEMA final review completed and approved. Kaufman_J

Recipient Review

Reviewed By Gwin, Daniel

Reviewed On 06/02/2022 9:04 AM PDT

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Olinger, Melinda

Signed On 06/13/2022

CITY OF HUBBARD

ADDENDUM

Purpose

This document serves as the City of Hubbard's Addendum to the Marion County Multi-Jurisdictional Hazards Mitigation Plan (MHMP, HMP). The purpose of this addendum is to guide the implementation of mitigation actions by the City of Hubbard to improve the resilience of the community. Mitigation planning is a long-term endeavor—one that requires broad internal involvement and community engagement to be successful.

Information contained in Volume I (Basic Plan) and Volume III (Appendices) of the HMP provides additional information (hazard characteristics/events/extent, countywide mitigation actions, and community profile data) and forms the basis of this addendum.

Plan Process, Participation, and Adoption

In the summer and fall of 2021 Marion County partnered with the Oregon Department of Land Conservation and Development and the Oregon Military Department's Office of Emergency Management (OEM), and Marion County cities, including the City of Hubbard, to update their addendum to the Marion County Hazard Mitigation Plan, which expired August 16, 2022.

By developing this addendum to the Marion County HMP, locally adopting it, and having it approved by FEMA, the City of Hubbard will gain eligibility for FEMA Hazard Mitigation Assistance (HMA) funding that includes three programs: Building Resilient Infrastructure & Communities (BRIC), formerly the Pre-Disaster Mitigation grant program, the Hazard Mitigation Grant Program (HMGP), and the Flood Mitigation Assistance (FMA) program. This project is funded through the Federal Emergency Management Agency's (FEMA) FY19 Pre-Disaster Mitigation Competitive Grant Program (PDMC-PL-10-OR-2019-003).

The City of Hubbard 2022 Hazard Mitigation Committee is comprised of the following:

- Convener, City of Hubbard Public Works Administrative Manager Melinda Olinger
- City of Hubbard Police Chief Dave Rash
- Hubbard Rural Fire Protection District Fire Chief Joe Budge
- Hubbard Rural Fire Protection District Assistant Fire Chief Michael Kahrmann

The City of Hubbard joined the Marion County HMP update by approving an intergovernmental agreement with DLCD in October 2021. On December 9, 2021, Representatives from the City of Hubbard (Melinda Olinger, Dave Rash, Hubbard RFPD (Joe Budge, Michael Kahrmann), Marion County Emergency Preparedness Coordinator Mike Hintz, and DLCD Planner Tricia Sears conducted a risk assessment meeting with the City of Hubbard that included a Hazard Vulnerability Assessment ranking. The Hazard Mitigation Committee coordinated internally on documents for the City of Hubbard. City staff met again with DLCD on May 12, 2022 to update this addendum. The City conducted internal

review of the addendum on [redacted] with Hubbard RFPD and shared the addendum with City Council at their July 12th meeting of 2022.

City of Hubbard staff attended the majority of Marion County HMP Steering Committee meetings and promoted the HMP survey and outreach efforts throughout the plan update, including public posts on the City's website and Facebook page on January 18, 2022 to distribute the plan update public survey to interested parties in the City of Hubbard service area. The City solicited input on the final plan draft via [redacted].

The Marion County HMP was approved by FEMA on [Month] [Day], 2022 and the City of Hubbard addendum was adopted via resolution on [Month] [Day], 2022. This HMP is effective through [Month] [Day], 2022.

Risk Assessment

A risk assessment is intended to provide the "factual basis for activities proposed in the strategy to reduce losses from identified hazards."¹ This section of the HMP addendum can serve as the factual basis for addressing Oregon Statewide Planning Goal 7 – Areas Subject to Natural Hazards.

Community Profile

This section provides information on city specific assets and populations. For additional information on the characteristics of the City of Hubbard, in terms of geography, environment, population, demographics, employment and economics, as well as housing and transportation see Volume III, Appendix C, Community Profile. Many of these community characteristics can affect how natural hazards impact communities and how communities choose to plan for natural hazard mitigation. Considering the City's specific assets during the planning process can assist in identifying appropriate measures for natural hazard mitigation.

Community Characteristics

The City of Hubbard is located in the Willamette Valley in Marion County, Oregon, approximately 30 miles south of the City of Portland. Hubbard experiences a moderate climate with an average high temperature of 82 degrees and low of 54 degrees in August, and an average high temperature of 47 and low of 35 in January.² The city receives an average annual precipitation of 40.7 inches.³ The confluence of Mill Creek and Little Bear Creek is along the west side of Hubbard. Hubbard is located on a flat area, with farmland surrounding the city on all sides.

¹ 44 CFR 201.6(2)(i)

² Weatherbase.com, "Aurora Oregon," <http://www.weatherbase.com>, accessed 2/21/17. (Note, the Aurora Airport is the closest weather station to Hubbard.)

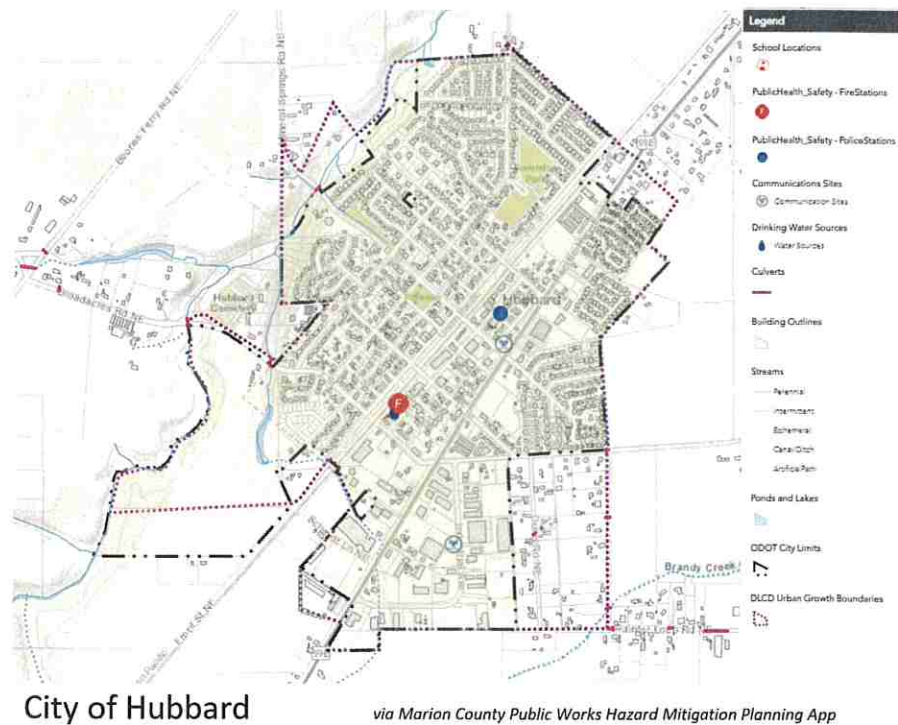
³ *Ibid.*

The Population Research Center at Portland State University lists Hubbard’s 2020 population at 3,454. This represents a 36.9% increase from 2000.⁴ For more demographic information, refer to Appendix C.

Economy

Historically, the City of Hubbard was an agricultural and light industrial community that is based upon the nursery, hops, hazelnut, and hemp industries. Today, Hubbard’s economy is still largely based on its proximity Woodburn and to I-5. Median household income in Hubbard 2015-2019 was \$59,803, a 14.1% increase from the previous 5-year period.⁵ For more economic information, refer to Appendix C.

Figure HB-1. City of Hubbard Map



Hubbard Rural Fire Protection District

The Hubbard Fire District serves the City of Hubbard and the surrounding areas, covering 6.85 square miles. The district is a combination district with 4 full-time employees and 33 volunteer members. Career members work 24 hour shifts with daily staffing supplemented

⁴ Population Research Center at the Portland State University College of Urban and Public Affairs. Coordinated Population Forecast for Marion County, its Urban Growth Boundaries (UGB), and area outside UGBs 2021 –2071. June 30, 2021.

⁵ U.S. Census Bureau (n.d.). 2010-2014 & 2015-2019 American Community Survey 5-year estimates.

by volunteer members. Close working relationships with neighboring fire districts have been established through both mutual and auto-aid emergency response agreements and intergovernmental contacts. The Hubbard Fire District provides all hazard response, including fire suppression, emergency medical services, motor vehicle accident response, hazmat mitigation, and public services. The district offers part time advanced life support and full-time basic life support. The district responded to a total of 800 incidents in 2020.⁶

Critical and Important Facilities

City of Hubbard's critical and important facilities include the following:

Transportation

- See designated truck route map.
- Broadacres, Boones Ferry Rd, Pacific Hwy 99E main road, Whiskey Hill Rd turns into J Street, D Street turns into Mineral Springs Rd
- The Union Pacific Railroad runs parallel to Pacific Highway 99E through Hubbard (between 2nd & 3rd Streets). The fire station, City Hall and our WTP, Well #1 and one of our 1,000,000 gallon above-ground reservoirs are in close proximity to the tracks and are vulnerable to a train derailment incident. The fire station is our primary EOC and City Hall is our secondary EOC.
- Hubbard is served by Canby Transit and Cherriots for public transit.
- First Student is the area's school bus company. No schools are within the city limits. Schools are located at 20246 Grim Rd., Aurora. First Student has a local parking area on "J" Street for school buses.
- Interstate-5 runs north-south to the west of the City of Hubbard.

Energy

- Natural gas pipeline runs along Hwy 99E.
- PGE provides electric service.
- City has backup generators at city hall, fire station, water plant, wastewater plant, and water tower locations.
- City has no fuel storage, but a fuel storage plan or facility is under development.
- Gas is available at cardlock and regular gas stations, but if the electricity goes out Tualatin is the closest supply. City has reached out to farmers to get needed fuel in the past.

Communications

- Dispatch service is provided by Metcom 911
- All Police, Public Works and Fire have radio access
- All Police, Public Works and Fire have cell phones
- Verizon and T-Mobile have equipment located on the water tower (3652 1st Street). Verizon has a backup generator on-site.
- T-Mobile (originally Sprint) has a telecommunications tower located at 2783 Industrial Avenue

⁶ Hubbard RFPD website, <https://www.hubbardfire.com/hubbard-fire-district-overview/> Accessed 4/6/22.

- Police, Public Works and Administration internet is provided by Datavision.
- Comcast, Datavision, Wave and Century Link all provide service throughout the City.
- City server is backed up daily on an auto-timer.

Water/ Wastewater

- City owned water system
 - WTP 3101 2nd Street
 - Well #1 3101 2nd Street
 - Well #2 2600 "D" Street
 - Well #3 3652 1st Street
 - Well #4 2858 "J" Street
 - 1,000,000 gallon above-ground storage tank 3101 2nd Street
 - 1,000,000 gallon above-ground storage tank 2858 "J" Street
 - 50,000-gallon elevated water tower 3652 1st Street (elevated tank currently provides water pressure for the system.
- Hoodview Estates has private well
- 2674 Pacific Hwy 99E has private well
- City owned wastewater system
 - WWTP and Public Works main office 3607 Sunset Drive.
 - Lift Station 3607 Sunset Drive
 - Lift Station 3rd and "J" Streets
- 3133 and 3113 Schmidt Lane have private septic systems
- 2674 Pacific Hwy 99E has private septic system
- 2021 Winter Storm Fuel issue: Generators at water treatment plant were damaged by bad fuel during the event. City is looking at funding to replace generator. Internet is needed, but can be operated manually but much harder

Emergency Services

- Fire protection by Hubbard Rural Fire Protection District (RFPD).
- Police protection by Hubbard Police Department.
- Emergency Operations Center
 - Primary: Hubbard RFPD
 - Secondary: City Hall 3720 2nd St., Hubbard, OR
- Medical: Closest services in Canby or Woodburn.
- No CERT Team currently
- Shelter/Mass Care: No agreements in place, just work with the County.

Cultural/Historical Resources

- n/a

Events/ Festivals

- Hop Festival – July, Hosted by Volunteer Committee, 1-2 day event, 4 to 5k attendees

Environmental/ Economic

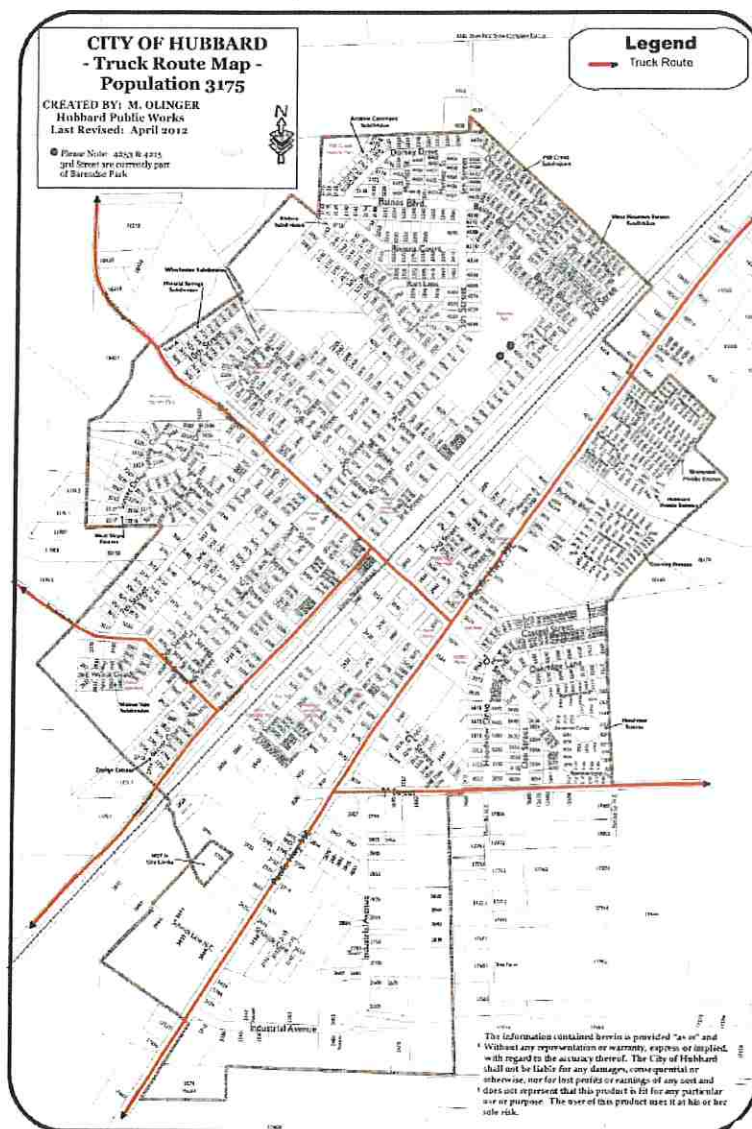
- Agriculture and Light Industrial / Commercial
- Hops, Hazelnuts, Nursery

Functional and Access Needs (Vulnerable Populations)

- Schools: No schools in Hubbard.
- Mobile Home Parks
- NE section of city is of a lower economic level than average.
- 33% of the City's population speaks Spanish; some residents may need materials in a disaster event translated into Spanish. City strives for bi-lingual flyers. Bi-lingual staff would be needed in an evacuation or other emergency event.
- No assisted living facilities in Hubbard.

See hazard sections below for potential hazard-related vulnerabilities to these facilities.

Figure HB-2. Hubbard Truck Route Map



Source: City of Hubbard, 2012.

Plans and Policies

Table HB-1. Plans and Policies of the City of Hubbard and Hubbard RFPD

Document Name	Year
Hubbard Emergency Operations Plan (currently being updated)	2022
Hubbard Comprehensive Plan	2013
Transportation System Plan	2012
Stormwater Master Plan	1996
Water Master Plan	2020
Wastewater Facilities Plan (currently being updated)	2022

Note: Year is the date adopted or last updated. Source: City of Hubbard, 2022.

Hazard Profile

Table HB-2. City of Hubbard Hazard Profile

Table A-27. City of Hubbard hazard profile.

Community Overview							
Community Name		Population	Number of Buildings	Critical Facilities ¹		Total Building Value (\$)	
Hubbard		3,315	1,187	3		458,199,000	
Hazus-MH Analysis Summary							
Hazard	Scenario	Potentially Displaced Residents	% Potentially Displaced Residents	Damaged Buildings	Damaged Critical Facilities	Loss Estimate (\$)	Loss Ratio
Flood ²	1% Annual Chance	0	0%	0	0	0	0%
Earthquake*	Mt Angel Mw 6.8 Deterministic	379	11%	466	3	125,813,507	28%
Exposure Analysis Summary							
Hazard	Scenario	Potentially Displaced Residents	% Potentially Displaced Residents	Exposed Buildings	Exposed Critical Facilities	Building Value (\$)	Exposure Ratio
Landslide	High and Very High Susceptibility	6	0.2%	2	0	594,000	0.1%
Channel Migration	Channel Migration Zone	0	0%	0	0	0	0%
Wildfire	High and Moderate Risk	0	0%	0	0	0	0%
Lahar	Medium Zone (1000 to 15000-year)	0	0%	0	0	0	0%

¹Facilities with multiple buildings were consolidated into one building complex.

²No damage is estimated for exposed structures with "First floor height" above the level of flooding (base flood elevation).

Source: Williams & Madin (2022)

Hazard Analysis

The methodology for assessing risk was the same for all jurisdictions and a detailed description of the BOLD planning methodology can be found in Volume I, a brief description is below. To complete the risk assessment, the jurisdiction representatives first updated the description, type, location, and extent of each hazard. Next, they updated the Hazard Vulnerability Analysis based on each hazard's potential impact on the community using a method developed by BOLD Planning⁷. This assessment method ranks the following factors to determine risk from the range of natural hazards identified:

1. Probability (frequency) of event
2. Magnitude of event
3. Expected warning time before event
4. Expected duration of event

Score	Probability	Warning Time	Magnitude/Severity	Duration
4	Highly Likely	Less than 6 hours	Catastrophic	More than 1 week
3	Likely	6-12 hours	Critical	Less than 1 week
2	Possible	12-24 hours	Limited	Less than 1 day
1	Unlikely	24+ hours	Negligible	Less than 6 hours

The assessment identifies three levels of risk: High, Moderate and Low.

High - High probability of occurrence; at least 50 percent or more of population at risk from hazard; significant to catastrophic physical impacts to buildings and infrastructure; major loss or potential loss of functionality to all essential facilities (hospital, police, fire, EOC and shelters).

Moderate - Less than 50 percent of population at risk from hazard; moderate physical impacts to buildings and infrastructure; moderate potential for loss of functionality to essential facilities.

Low - Low probability of occurrence or low threat to population; minor physical impacts.

IMPACT	Range Values	
	Low CPRI	High CPRI
High	3.0	4.0
Moderate	2.0	2.9
Low	1.0	1.9

A summary of the risk assessment findings and rankings is presented below.

⁷ BOLD Planning is a consulting firm specializing in the development of actionable emergency plans. For more information, visit: <http://www.boldplanning.com/>

Table HB-03. City of Hubbard Hazard Vulnerability Assessment – Natural Hazards

Hazard Profile Summary for the City of Hubbard and Hubbard FD Using Bold Planning Analysis Scoring						
Natural Hazard	Probability	Warning Time	Magnitude	Duration	CPRI	2022 Local Planning Significance
Weight Factor	0.45	0.15	0.3	0.1		
Wildland Interface Fire	4	4	4	4	4.0	High
Earthquake	4	4	4	4	4.0	High
Severe Weather/Storm	4	3.5	3	4	3.6	High
Extreme Weather - High Temperature	4	2	3	4	3.4	High
Tornado	2	4	4	4	3.1	High
Flood (including dam failure)	2	2	3	3	2.4	Moderate
Drought	2	1	3	4	2.4	Moderate
Landslide	2	2	2	4	2.2	Moderate
Volcanic Eruption	1	1	3	4	1.9	Low
Avalanche (new in 2021)	1	1	1	1	1.0	Low

Source: BOLD Planning Risk Assessment Method; Analysis by Marion County Emergency Management; City of Hubbard; Hubbard RFPD, 12/7/21.

Table HB-04 Hazard Vulnerability Assessment – Other Hazards

Hazard Profile Summary for the City of Hubbard and Hubbard FD Using Bold Planning Analysis Scoring						
Non-Natural Threats and Hazards	Probability	Warning Time	Magnitude	Duration	CPRI	2022 Local Planning Significance
Weight Factor	0.45	0.15	0.3	0.1		
Hazardous Materials - Non Transportation	2	4	3	4	3.7	High
Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE)	2	4	4	4	3.6	High
Public Health	4	4	4	4	3.3	High
Cyberterrorism	3	4	3	4	3.3	High
Hazardous Materials Release - Transportation	3	4	3	4	2.8	Moderate
Terrorism/Active Shooter/Workplace Violence	2	4	2	4	2.5	Moderate
Fire - Residential / Commercial (Arson)	2.5	4	2	4	2.5	Moderate
Unauthorized Entry	2	4	4	4	2.2	Moderate
Agricultural Terrorism	2	4	2	4	1.5	Low

Source: Marion County Emergency Management; City of Hubbard; Hubbard RFPD, 12/7/21.

Hazard Characteristics

Hazard History, Characteristics and Extent for Marion County apply also to the City of Hubbard. Volume I, Section 2, *Risk Assessment*, adequately describes the characteristics of natural hazards, as well as the location and extent of potential events. This section identifies vulnerabilities specific to the City of Hubbard, recent localized hazard events and impacts, and illustrates the basis for the city's HVA scores.

Avalanche

Events: n/a

Vulnerability: none

Drought

Events: n/a

Vulnerability: An extended drought has the potential to limit the ability of the City's wells to keep up with demand, particularly during high water use periods.

Earthquake

Events: On March 25, 1993, a Mw 5.7 earthquake occurred with an epicenter approximately 3 miles east of the City of Scotts Mills, Oregon. Many buildings were damaged from the event, including the capitol building in Salem. The many unreinforced buildings in the area were significantly damaged due to intense shaking." (Williams & Madin, 2022)

Vulnerability: There are a number of single-story unreinforced masonry buildings (URMs) in the community. City Hall, the alternate EOC, was built in 1800's and seismic improvements have been completed. Damage could also disrupt City services including water, sewer, transportation, and communications. Private services could also be disrupted including power, disposal and the supply chain of critical resources.

The communities in the northeast part of the county (Gervais, Hubbard, Mt. Angel, Scotts Mills, Silverton, and Woodburn), close to the Mount Angel Fault all have higher levels of estimated losses compared the rest of the county. (Williams & Madin, 2022)

Extreme Heat

Events:

Vulnerability: No cooling center locally, so community members have to travel outside the city for cooling center facilities. The City conducts spot checks on vulnerable persons.

Flood

Events: No major flood events 2017-2021.

Vulnerability: Some areas in the western part of the city are vulnerable to flooding from Mill Creek. The City's lower wastewater treatment plant is in the floodplain. In addition, there are some areas throughout the City which experience localized flooding during high rain events.

Figure HB-03: Hubbard Flood Hazard Map 1



Figure HB-04: Hubbard Flood Hazard Map 2



Landslide

Events: n/a

Vulnerability:

Severe Weather

Events: 2021 Winter Storm; Periodic Extreme Heat

Vulnerability: Risk is primarily from downed trees blocking roads and impacting powerlines. The extended power outage experienced during the 2021 Winter Storm highlighted the challenges of keeping the City's emergency generators fueled and running 24/7 for

extended periods of time. These generators provide power to both the water system, sewer system, and computer/SCADA systems.

The City does not have local warming/cooling centers, so travel is required for our community to access these resources.

Tornado

Events: Aumsville tornado December 14, 2010.

Vulnerability: Homes and businesses are vulnerable to high wind forces created by a tornado. Structures and critical equipment can be damaged both by the tornado itself and falling trees, branches and other debris.

Wildfire

Events: n/a

Vulnerability: The Mill Creek Wildland Area is a large track of dense trees and undergrowth that runs through the Hubbard Fire District. While this area is subdivided into many tax lots there are no distinguishable property lines or markings. It is just one large area. The fire danger is high from the unmanaged undergrowth, the damage and debris from the ice storm of 2020, and the lack of maintenance in the form of fuel reduction. A wildfire in this area would threaten all structures located on the perimeter of this area. Wildfire would burn through this area very quickly and the Hubbard Fire District would have a problem putting a stop to the fire based on the amount of fuel, limited access, and lack of defensible spaces or fire breaks.

A total of 179 structures, residential homes and their outbuildings, are in direct danger in the event of a wildfire in the Mill Creek Area. Another 97 structures have been identified as secondary exposures. In addition to the property at risk are the lives of those occupants. A fast-moving wildfire, especially wind driven, would have the potential to put many lives and properties at risk as well. The impact on the citizens and communities of Hubbard would be extremely great. This would impact those who live and work in the community as well as the local economics. A reduction of property value would cause budget shortfalls in property tax collections for the City of Hubbard and the Hubbard Fire District. Rebuilding from a catastrophic fire would take a minimum of several years.

Volcano

Events: n/a

Vulnerability: The City is vulnerable to falling ash as it is corrosive and can get into critical equipment, potentially damaging or rendering equipment useless. In addition, falling ash can cause health issues.

Mitigation Strategy

During the 2022 Marion County Hazard Mitigation Plan and the City of Hubbard Addendum update process, Oregon Department of Land Conservation & Development and the City of Hubbard developed a list of priority actions. These actions were prioritized and then reviewed internally by staff and city council during the spring of 2022.

Ongoing Mitigation Actions

- City newsletter is issued six times per year, usually with a focus on emergency preparedness.
- Website is regularly updated with information on emergency preparedness.
- Backup generators are test-run on a weekly basis and re-fueled quarterly or as needed.
- Catch basins are cleared prior to rain events.
- Sand and sandbags are stocked and made available to our community on a self-serve basis for localized flooding.
- City staff are equipped with emergency go-packs.
- Service trucks fuel tanks are kept half full at a minimum.

Mitigation Success

The City of Hubbard actively educates the community on emergency preparedness via their website and City newsletter, and previously through emergency preparedness fairs.

Figure HB-5. Hubbard Emergency Planning



City of Hubbard Mitigation Actions

#	Hazard	Mitigation Action	Coordinating Organization	Partners	Priority	Timeline	Cost	Description	Status
22-MH-01	Multi-Hazard	Fire Hall dormitory improvements.	Hubbard RFPD	City of Hubbard	High	1-3 years Short-term	\$180k	Funding: ARPA	New
22-MH-02	Multi-Hazard	Fuel storage plan development and implementation	Hubbard Public Works	Hubbard RFPD	High	Short-term	\$20k+	Funding: \$20k Public Works fund allocated.	New
22-WF-01	Wildland Fire	Mill Creek Wildland Fuel Reduction Plan	Hubbard RFPD	Hubbard Public Works	High	Short-term	\$	Funding: \$20k Public Works fund allocated.	New
22-MH-03	Multi-Hazard	Update the Hubbard Comprehensive plan to reflect the characteristics of high priority hazards and recommended policies and implementation actions that reflect new hazard information.	City of Hubbard	Hubbard RFPD	High	1-3 years	\$40k	Funding: under development	New
22-MH-04	Multi-Hazard	Replace Water Treatment Plant Generator	Public Works	City of Hubbard	High	Short-term	\$20k+	Will be incorporated into the pending Water System Improvements Project.	New
22-MH-05	Multi-Hazard	Emergency Communications Upgrade	Hubbard RFPD	Hubbard Police & Public Works	High	2-5 years	\$	Partners: METCOM, Sheriff's Office, Public Works Director.	New
22-MH-06	Multi-Hazard	Public Education	Hubbard Public Works	Hubbard Police & RFPD	High	Ongoing	Staff Time		New
22-MH-07	Multi-Hazard	Review Marion County's Mitigation Actions to determine potential partnership.	Hubbard Public Works	Hubbard Police & RFPD	High	Ongoing	Staff Time	Mill Creek riparian zone	New
22-MH-08	Multi-Hazard	Replacement of City Hall, Police, and Public Works for seismic, other resilience.	City of Hubbard	Admin, PW, Police	Medium	Long-term	Under review	Public Works and Police Dept. would be in City Hall, as well as EOC and outdoor assembly area.	New
22-FL-01	Flood	Develop a stormwater master plan.	Hubbard Public Works	MVCOG	Medium	Long-term	\$100k+	Outdated but lack funding. Need to address localized flooding issues.	New

#	Hazard	Mitigation Action	Coordinating Organization	Partners	Priority	Timeline	Cost	Description	Status
22-EQ-01	Earthquake	Evaluate critical facilities for seismic preparedness by identifying structural deficiencies and vulnerabilities to dependent systems (e.g., water, fuel, power).	Hubbard RFPD Hubbard Public Works		Medium	Long-term	\$100k+	Added based upon 2022 DOGAMI Risk Report recommendation.	New

Source: City of Hubbard, 5/12/22.



PUBLIC HEALTH DIVISION
Center for Health Protection, Drinking Water Services

Kate Brown, Governor

Oregon
Health
Authority

800 NE Oregon Street, Suite #640
Portland, OR. 97232-2162
(971) 673-0405
(971) 673-0694 - FAX
<http://healthoregon.org/dwp>

6/8/2022

City of Hubbard
Attn: Melinda Olinger
PO Box 380
Hubbard, OR. 97032

RE: Drinking Water State Revolving Fund (DWSRF) Letter of Interest (LOI) Rating Determination Notice for Infrastructure Projects SD-22-353

Dear City of Hubbard:

After careful review, the Oregon Health Authority's Drinking Water Services (OHA) rated your water system project with a score of twenty (20) and considers it eligible for DWSRF assistance. In Oregon, the DWSRF loan program is funded through the Safe Drinking Water Revolving Loan Fund (SDWRLF) which is administered by Business Oregon. Your project has been added to our Project Priority List (PPL), will be placed on our [website](#), and will go through our required 10-day public notice process. Provided there are no comments specific to your project, Business Oregon will be notified that your project is eligible for funding.

This letter is *confirmation* that OHA has reviewed, rated (i.e., scored) your LOI, and placed it on our PPL as an eligible infrastructure project.

Projects on the PPL are eligible for both SDWRLF funding as well as the new [Bipartisan Infrastructure Law \(BIL\)](#) funding. BIL will provide five years of increased funding for drinking water infrastructure projects. Current SDWRLF funding availability may be insufficient to meet all funding requests. The BIL funding application has not yet been made, and the timing of BIL funding availability is unknown. OHA anticipates that prior to identifying projects to target for BIL funding a reranking of the PPL will occur using a refined methodology.

Please review the OHA [BIL webpage](#) and contact me or your [Business Oregon Regional Development Officer or Project Manager](#) should you have any follow up questions.

Thank you,

Adam DeSemple

Program Coordinator, DWSRF
Drinking Water Services
(503) 956-8287
adam.desemple@dhsosha.state.or.us
<http://healthoregon.org/srf>

CC: Business Oregon

INTER-OFFICE MEMORANDUM

TO: Mayor & City Council
DATE: July 12, 2022
FROM: Mike Krebs, P.W. Superintendent
RE: Water System Improvements Project
Pressure Regulators & Private Lateral
Replacement

Lateral Replacement:

- Private lateral replacement cost per foot is estimated at \$35.00, which includes required permits.

Pressure Regulators:

1. ¾ Zurn, \$149.95
2. ¾ Watts, \$221.95
3. ¾ Apollo, \$189.95

Anticipated Problem:

Meter sets (shut-off valve, meter, tail piece into residence, meter box) were not designed to include a pressure regulator. All services to use a regulator would need to be modified at an additional cost.

Solution Options (In Order of P.W. Preference):

1. Contractor - Paid by Property Owner
 - City supplies the regulator, property owner installs
2. Contractor – Paid by City
 - City supplies the regulator, hires and pays for a contractor to install
3. P.W. Staff
 - City supplies the regulator and installs

Monthly Hubbard Public Works Dashboard

Revised: 2022 07 01

Project Summary Status:

Status	Project	Phase	Owner	Projected Completion	Status Summary
	2021 Pacific Hwy 99E ADA Improvements Project	Development	ODOT	10/31/2022	ODOT has provided notice that the Hubbard phase of this project will begin the week of July 11, 2022.
	2022 Replacement Backstop Installation	Construction	Mike	07/07/2022	P.W. team installing the week of July 5, 2022.
	2021 Wastewater Facilities Plan Update	Plan Development	Mike	07/2022	Project intentionally delayed by Staff in order for the Plan to be developed and finalized in conjunction with the City's NPDES Permit Renewal process (DEQ). Any new requirements mandated by DEQ in the NPDES permit will be incorporated into the Plan document.

Status Key:

On Track	Project is on track and on schedule and no budget concerns
Delayed	Project is delayed or facing budget concerns
At Risk	Project is at risk to complete or have budgetary concerns

Project Update Details

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	Pacific Hwy 99E ADA Improvements Project	ODOT	Week of 07/11/2022	10/31/2022	Public Works Management available for questions.

Project Description: ADA access improvements along Pacific Hwy. 99E within city limits.

Project Funding: No city funds budgeted for this project. Staff time for project meetings and one sign relocation.

Project Current Phase: Construction scheduled to begin the week of 07/11/2022.

Summary of Current Projects Efforts: See above. This is the final project stage.

Risks:

Status	Risk	Check Point	Status
Open	Traffic delays caused by incident/accident. Minimal risk.	07-10/2022	Public Works will remain in contact with the Project Manager.
Closed			

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 Backstop Installation	Mike	07/05/2022	07/08/2022	

Project Description: The Barendse family donated a replacement backstop for the north field of Barendse Park. Public Works will complete the installation.

Project Funding: Donation; staff time.

Project Current Phase: Construction

Summary of Current Projects Efforts: Project team discussion to determine the most suitable work plan option. Demolition of the old backstop and the install of the replacement backstop began on July 5, 2022 as scheduled. The project is on track for completion within the project timeline.

Risks:

Status	Risk	Check Point	Status
Open	Safety hazards.	07/05/2022	Safety BMP's are followed, no incidents to date.
Closed			

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2021 Wastewater Facilities Plan Update	Mike	10/2021	07/2022	

Project Description: This project is an update of the City's Wastewater Facilities Plan, meant to incorporate new requirements and facility needs.

Project Funding: Project Cost \$153,050; City funds allocated \$133,050; Grant received \$20,000

Project Current Phase: Plan Development on hold as DEQ continues work to finalize the City's updated NPDES permit.

Summary of Current Projects Efforts: DEQ anticipates the applicant review version of the NPDES permit will be ready by the second week of July.

Risks:

Status	Risk	Check Point	Status
Open	Project delays due to DEQ NPDES Permit Renewal Work	07/2022	Plan development pending NPDES Permit Renewal final document completion.
Closed			

Check Number	Check Issue Date	Name	Description	Amount
11859	06/07/22	911 Supply Inc.	Uniforms	1,559.00
11860	06/07/22	American Extermination Plus	Extermination	112.00
11861	06/07/22	Beery Elsner & Hammond, LLP	Legal Services	5,824.70
11862	06/07/22	Canby Rental & Equip, Inc	Equipment Maint/Supplies	255.98
11863	06/07/22	Cascade Columbia Distribution	SUPPLIES	413.00
11864	06/07/22	Caselle Inc	Contracted Support	2,099.00
11865	06/07/22	Civil West Engineering Services Inc	Engineering Services	375.00
11866	06/07/22	Coukoulis, Lori	Municipal Court Judicial Services	450.00
11867	06/07/22	DARK HORSE CONSTRUCTION LLC	OPERATIONAL SUPPLIES	5,751.00
11868	06/07/22	DATAVISION	Phone/Internet	802.09
11869	06/07/22	GW Hardware Center	Supplies	332.94
11870	06/07/22	Hach Company	Supplies	385.80
11871	06/07/22	Highway Fuel Co	Rock	511.20
11872	06/07/22	JERRY VOSIKA	SCHOOL EXCISE REV. REIMBURSEMENT	663.60
11873	06/07/22	John Deer Financial	John Deer Financial	244.24
11874	06/07/22	Lakeside Industries Inc, LB#1086	Supplies	1,904.00
11875	06/07/22	Marion County Dept of Public Works	Disposal	45.00
11876	06/07/22	Marion County Treasury Dept	MUNI COURT PAYMNT MARCH 2022	723.10
11877	06/07/22	Multiverse Interpreting, Inc	INTERPRETING SERVICE	190.00
11878	06/07/22	North Marion SD #15	Sch. Const. Excise Tax	2,027.52
11879	06/07/22	NW TECH SUPPORT	SPLIT	600.00
11880	06/07/22	ODP Business Solution, LLC	Office Supplies	17.76
11881	06/07/22	ODP Business Solution, LLC	Office Supplies	184.67
11882	06/07/22	OGFOA	Membership	120.00
11883	06/07/22	OHA Cashier	ANNUAL WATER SYSTEM FEE	1,500.00
11884	06/07/22	One Call Concepts, Inc.	REGULAR TICKETS	34.80
11885	06/07/22	Oregon Dept of Revenue	COURT APRIL 2022	2,983.74
11886	06/07/22	PETROCARD, INC.	FUEL	1,076.15
11887	06/07/22	PGE- Portland General Electric	Utilities	7,716.59
11888	06/07/22	Profectus, INC.	Janitorial Services	501.27
11889	06/07/22	Quality Control Services, Inc.	On Site Service	535.00
11890	06/07/22	Republic Services	Garbage Service	545.91
11891	06/07/22	The Pool and Spa House Inc	POOL/SPA SUPPLIES	432.14
11892	06/07/22	TransUnion Risk	Background Check Service	131.70
11893	06/07/22	Verizon Wireless	Verizon	765.54
11894	06/07/22	Walmart-Capital One	Supplies	19.01
11895	06/07/22	Waste Connections	Shred Service	35.37
11896	06/07/22	Waterlab Corporation	Testiing	787.50
11897	06/07/22	WEX Bank	FUEL	3,212.50
11898	06/07/22	Wooddell, Sheba	Bailiff Services	90.00
11899	06/27/22	911 Supply Inc.	Uniforms	102.45
11900	06/27/22	Beery Elsner & Hammond, LLP	Legal Services	4,034.76
11901	06/27/22	Canby Rental & Equip, Inc	Equipment Maint/Supplies	415.15
11902	06/27/22	CIT	Water	216.07
11903	06/27/22	CivicPlus, LLC	Municiple Code	1,800.00
11904	06/27/22	Civil West Engineering Services Inc	Engineering Services	42,749.41
11905	06/27/22	Dryden Electric, Inc.	Electrical Work	1,820.00
11906	06/27/22	ELAN Corporate Payment Systems	Credit card payment	1,657.76
11907	06/27/22	Ferguson Enterprises, LLC	SUPPLIES	4,066.32
11908	06/27/22	Great Western Sweeping, Inc.	Street Sweeping	2,496.55
11909	06/27/22	GW Hardware Center	Supplies	110.38
11910	06/27/22	Hillyer's Mid City Ford	Vehicle Maint Supplies	509.21
11911	06/27/22	Holliman, Steve	Reimbursement	49.50
11912	06/27/22	Idexx Distribution Corp.	Supplies	740.89
11913	06/27/22	Industrial Hearing Services Inc	Hearing testing	550.00
11914	06/27/22	Kustom Kreations	Uniforms	57.56
11915	06/27/22	Language Line Services	Interpreter Services	39.00
11916	06/27/22	Long Bros. Bldg Supply	BLDG MAINT/SUPPLIES	99.20
11917	06/27/22	Marion County Dept of Public Works	Disposal	39.00

Check Number	Check Issue Date	Name	Description	Amount
11918	06/27/22	Mid-Willamette Valley	Land Use Services	2,227.50
11919	06/27/22	Net Assets Corporation	Lien Search	96.00
11920	06/27/22	NW Natural Gas	Utilities 454934-1	200.39
11921	06/27/22	NW TECH SUPPORT	SPLIT	2,092.00
11922	06/27/22	ODP Business Solution, LLC	Office Supplies	177.34
11923	06/27/22	OES	Equipment Maintenance & Supply	48.63
11924	06/27/22	Pacific Office Automation	Copier	597.10
11925	06/27/22	Pamplin Media Group	Public Notice	389.60
11926	06/27/22	PGE- Portland General Electric	Utilities	3,309.26
11927	06/27/22	Schwartz, Molly	Reimbursement	170.00
11928	06/27/22	The Greg Prothman Company (Prothman)	Recruitment Service	1,235.00
11929	06/27/22	Verizon Wireless	Verizon	229.82
11930	06/27/22	Walmart-Capital One	Supplies	34.73
11931	06/27/22	Walter E. Nelson Co	Building Maint/Supplies	358.30
11932	06/27/22	Waterlab Corporation	Testiing	360.00
11933	06/27/22	Wolfe Consulting, LLC	Split	9,450.00
11934	06/27/22	Yes Graphics Printing Co. Inc.	Printintng Services	309.00
11936	06/29/22	911 Supply Inc.	Uniforms	162.00
11937	06/29/22	CANON FINANCIAL SERVICES, INC.	COPIER-PW	100.40
11938	06/29/22	Dryden Electric, Inc.	Electrical Work	8,500.00
11939	06/29/22	Idexx Distribution Corp.	Supplies	376.96
11940	06/29/22	Kustom Kreations	Uniforms	57.56
11941	06/29/22	Long Bros. Bldg Supply	Supplies	51.00
11942	06/29/22	OES	Equipment Maintenance & Supply	149.66
11943	06/29/22	T.H. DeArmond & Son	Application of sludge	9,540.00
11944	06/29/22	Zwald Transport Inc.	SLUDGE	8,179.84
Grand Totals:				155,914.12

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF HUBBARD

and

HUBBARD POLICE OFFICERS ASSOCIATION

2021-2024

City of Hubbard Contract No. 0002

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PREAMBLE

This Agreement is entered into by the City of Hubbard, Oregon, hereinafter referred to as “City” and the Hubbard Police Officers Association, Oregon, hereinafter referred to as the “Association.”

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

ARTICLE 1 – RECOGNITION

The City recognizes the Association as the exclusive representative for matters concerning direct and indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment as described by the Public Employee Collective Bargaining Act (PECBA) for all sworn regular full time (as defined by Department of Police Standards and training – DPSST) municipal police officers that conduct regular patrol duties within the City of Hubbard; the unit specifically excludes all temporary, confidential, casual, seasonal and supervisory (including the Chief of Police and sergeant positions) employees.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.1 Management Rights

It is recognized that an area of responsibility must be reserved to the City if City government is to effectively serve the public. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the City and are not subject to negotiation. By way of illustration and not of limitation, the following are listed as such management functions:

- A. The determination of the governmental services to be rendered to the citizens of Hubbard.
- B. The determination of the City’s financial, budgetary, accounting and organization policies and procedures.
- C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the Council establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- D. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of duties and qualifications of job classifications; the right to hire,

promote, transfer and retain employees; the right to discipline or discharge; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the Department or divisions within the Department; the right to determine schedules of work; the right to purchase dispose and assign equipment or supplies; and the right to contract or subcontract any work.

Section 2.2 Volunteer Utilization

The City will continue to utilize volunteers. Regarding any future changes to how the City uses volunteers, the City will follow ORS 243.716.

Section 2.3 Subcontracting

The City shall notify the Association, as soon as possible, of the possibility of the City subcontracting out work that is currently performed by members of the bargaining unit if required to do so by PECBA. At the time the City gives the notice, the parties will engage in mid-term bargaining as provided by ORS 243.698.

Section 2.4 Use of Reserves

The City will not use paid reserves to fill shifts before offering the shift to a regular full-time officer.

ARTICLE 3 – ASSOCIATION RIGHTS

Section 3.1 Association Activities

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of their exercise of their rights.

Section 3.2 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, union affiliation, disabled status, political affiliation or other protected status or protected activity in accordance with applicable law. Nothing in this Section shall prohibit the City from establishing bona-fide occupational criteria.

Section 3.3 Policy and Procedures

When the City is contemplating changing mandatory subjects of bargaining, it shall provide the Association with drafts of the to-be-amended policies and procedures. These to-be-

amended policies and procedures shall be provided to the Association with at least fifteen (15) days' advanced notice of the proposed change.

Section 3.4 Negotiations

The composition of the Association's negotiation team shall be determined by the Association. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties.

Section 3.5 Association Business

Employees' work performance shall not be interfered with due to Association business or Association activity. However, the City will allow one designated Association representative reasonable time to engage in the following Association activities during work hours without loss of compensation or benefits:

- A. Investigate and process grievances and other work-place-related complaints.
- B. Attend investigatory meetings, hearings, and other due process proceedings involving Association employees.
- C. Participate in or prepare for proceedings under PECBA that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board.
- D. Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining.
- E. Attend labor management meetings held by a committee composed of employers, employees, and representatives of the labor organization to discuss employment relations matters.
- F. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings for new employees.
- G. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness.
- H. Perform any other duties agreed upon by a public employer and an exclusive representative in a collective bargaining agreement or any other agreement.

Before engaging in these activities, the employee must alert his or her supervisor and confirm with the supervisor that the amount of time necessary is reasonable. Employees will track time spent on these activities and keep supervisors advised.

The Association agrees that the Chief of Police will be notified in writing of the members of the Association selected to serve as official representatives. The Association agrees that Association business shall not interfere with the operations of the Department or the police duties of certified Association representatives.

Section 3.6 Check-off

Any employee who is a member of the Association or who has applied for membership shall sign and deliver to the Association, which shall forward to the City, an original assignment authorizing deductions of membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the City shall deduct such dues from the employee's salary.

The City agrees to deduct fiftypercent (50%) on the fifteenth (15th) day and the remaining fifty percent (50%) on the last day of the pay period. Dues deductions will be automatically deducted from the pay of bargaining unit employees starting with their 30th day of employment. The Association shall indemnify, defend, and hold the City harmless against any claims made against any suit instituted against the City in exercise of the sections of this article. Such indemnification shall include, but not be limited to, any court costs, attorney fees and other expenses incurred by the City.

Section 3.7 Bulletin Boards

The City agrees to furnish and maintain suitable a bulletin board to be used by the Association. The Association shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Association shall be factual in nature and should be signed and dated by the individual doing the posting.

In the event items are posted on the bulletin board that do not fall within this description, or items are posted that violate the City's anti-harassment/discrimination prohibitions or other legal restrictions; the City will remove the item and return it to the Association.

Section 3.8 Right of Access

Association representatives and agents of the Association shall have the right to reasonable access to the Police Department for the purpose of investigating grievances and other business related to the representation of employees for the purpose of employment relations. Prior to admittance to the non-public areas of the Police Department, the Association representative and/or agent of the Association shall obtain permission from the senior, non-bargaining unit member (supervisor) on duty at the time the request is made. Prior to gaining access, the Association or agent of the Association shall advise the duty supervisor of the purpose of the visit, approximate length of time required and the name of the person(s) to whom he/she wishes to speak. Such permission shall not be unreasonably withheld and, if withheld, the reasons for the withholding shall be given to the Association agent or representative at that time. Association representatives and agents shall not unreasonably interfere with an employee's work. This Article is not intended to be used for membership drives or recruiting of new members.

Section 3.9 Use of Buildings

The Association may use, in accordance with established City rules applicable to other groups within the community, City facilities during employees' non-work hours (as defined in this Agreement) for Association meetings, provided such space is available. Request for use of facilities within the Police Department must be made to the Chief of Police or his/her designee. Request for use of other City facilities must be made to the Director of Administration/Recorder or his/her designee. Such meetings shall not be permitted for Association organizing activities or membership drives of City employees.

The parties agree to the primary principle that Association activities will be normally carried on outside an employee's duty and working hours.

ARTICLE 4 – CITY SECURITY

Section 4.1 No Strike

During the term of this Agreement, there will be no strike, slowdown or recognition of any picket line while in the performance of official duties. For purposes of this section, "strike" means an employee's refusal in concerted action with others to report for duty, or the employee's willful absence from the position of the employee, or stoppage of work by the employee, or absence of the employee in whole or in part from the full, faithful or proper performance of the duties of employment of that employee for the purpose of inducing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. In the event of a violation of this provision by the Association, or employees in the bargaining unit, the City may discipline for such cause, including discharge of any employee involved in such activity either on a uniform or selective basis. Nothing in this Agreement shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.

Section 4.2 Productivity

The parties to this Agreement recognize that delivery of essential municipal services, in the most efficient and effective manner is of paramount importance and interest to the City and the Association. In return to the City for the wage rates and conditions herein provided and consistent with the principle of a fair day's work for a fair day's pay, the Association pledges agreement with the objective of achieving the highest level of employee performance and efficiency, safety, good health and sustained effort. The parties may agree to meet at mutually convenient times to discuss means of increasing Department productivity.

ARTICLE 5 – HOURS OF WORK

Section 5.1 Work Schedule

The City's workweek begins at 12:01 AM on Sunday and ends the following Saturday at 12:00 Midnight.

The regularly scheduled hours and days of work shall be established by the City. On occasion, it may be necessary to alter the regularly scheduled hours and days of work. When the work schedule is altered, employees are required to attend work in accordance with the new schedule.

The schedule will normally provide for a work week of forty (40) hours within the City's workweek for full-time employees. Other work schedules may be established to meet the needs of specific City services.

Employees will rotate shifts every four (4) months as per past practice when staffing levels allow rotation.

Section 5.2 Lunch and Work Breaks

During any period in which you work six hours or more, each employee will be entitled to a 30 minute paid lunch break.

Employees are entitled to a fifteen (15) minute paid rest period for each four (4) hours of working time. Breaks shall be arranged so as not to interfere with City business. This time is to be taken in addition to and separately from the time allowed for the meal period. Insofar as possible these breaks should be taken approximately midway in each four-hour segment. Rest periods cannot be used to arrive at work late or leave work early.

Section 5.3 Overtime

Employees will be awarded overtime pay or compensatory time at a rate of 1.5 hours for each hour worked in excess of 40 hours in a workweek, or for all hours worked in excess of eight (8) hours on any scheduled eight (8) hour scheduled workday or ten (10) hours in any ten (10) hour scheduled work day. Pay received for hours not worked (comp time, vacation time, sick time or any other time) is not counted toward the computation of overtime or compensatory time for hours worked within the same day. If an employee is called back into work on a scheduled day off, the employee will receive call-back time even if the employee used comp time, vacation time, sick time or any other time during the week.

Section 5.4 Compensatory Time Accruals

Association members may accrue up to sixty (60) hours.

Section 5.5 Call-Back Time

Regular full-time employees called into work other than the regular starting time without at least 24 hours advance notice will be paid or accrued a minimum of three (3) two (2) hours pay at the employee's overtime rate. The Police Chief or his/her designee will notify the employee of a change in shift as soon as practicable via email, text or a phone call. All time provided in this section must be approved by the Police Chief.

Exceptions to Call-Back Pay: The obligation to pay the call-back minimum shall not apply in the following situations:

1. When an employee is called in to start work one (1) hour or less before the beginning of his/her regular shift or when the employee's shift is extended;
2. If an employee has completed his/her shift and has departed from the Department for less than thirty (30) minutes;
3. If an employee is recalled to duty to correct a mistake and/or to complete a duty that, in the City's views, must be completed prior to the employee's next duty day.
4. If an employee is called while off duty by a supervisor or administrative assistant regarding a work related issue, the employee shall be entitled to a minimum of fifteen-minute (15) increments.

Section 5.6 Substitutions

Two (2) employees may agree in writing, solely at their option and with the advance written approval of the shift supervisor of the impacted shift, to substitute for one another during scheduled hours of work. Substitution may be denied on a case-by-case basis at the City's discretion. For example, the City may deny a substitution based on operational needs, overtime or other scheduling impacts.

Even though one employee substitutes for another, each employee will be credited as if he/she worked the normal work schedule and as if the substitution had not occurred. The City shall have no obligation to keep track of substitutions or to ensure that a substitution shall be excluded from the hours for which the substituting employee would otherwise be entitled for purposes of overtime and wage computation. Each agreement to substitute must be made for the convenience of the employees and must not be required by the City.

No shifts substitutions will be allowed if it would cause the City to violate any wage and hour laws.

Substitutions involving probationary employees may be denied by the City based on the supervisor's determination of the officers' training needs.

Section 5.7 Excess of Fifteen Hours

Any employee who works fifteen (15) or more consecutive hours will not be required to report to work within twelve (12) hours without loss of pay.

ARTICLE 6 – WAGES

Section 6.1 Wages

Effective and retroactive to July 1, 2021, the Salary Schedule attached will be increased by a minimum of three percent (3%). On July 1, 2022 and July 1, 2023, the Salary Schedule attached will be increased by a minimum of three percent (3%), or the same amount of any COLA that regular City employees receive, which is greater. However, between ratification of this Agreement and December 31, 2022, the City Council may grant other City employees an additional COLA increase up to (one point four percent) 1.4% without providing any additional COLA or wage increase to employees covered by this Agreement.

Section 6.2 Step Increases

New employees are eligible for an increase after successful completion of the probationary period, and on the employee's anniversary date.

Eligibility for step advancements after completion of probation is not automatic; but shall be based on a "satisfactory" performance evaluation.

Section 6.3 Incentive Pay

Only full time police officers are eligible for incentive pay. The officer must maintain a satisfactory job performance evaluation to be eligible for incentive pay.

Employees who have earned college degrees or who earn them in the future are eligible to receive five percent (5%) or ten percent (10%) of base hourly rate.

- A. Employees shall be eligible to receive five percent (5%) premium incentive of base hourly pay upon obtaining an AA degree and/or possessing a DPSST Intermediate Police Officer Certificate.
- B. Employees shall be eligible to receive ten percent (10%) premium incentive of base hourly pay upon earning a BA or BS degree and/or possessing a DPSST Advance Police Officer Certificate.

Educational incentive premium will be effective the first of the month following receipt of satisfactory verification. It is the employee's responsibility to provide the Police Chief in writing the required verification of eligibility.

However, the total amount of all incentive pay may not exceed ten percent (10%) per month for any employee.

Section 6.4 Bilingual Pay

Upon evidence satisfactory to the City of bilingual proficiency for either English-Spanish or English-Russian, an additional five percent (5%) for each year of the contract shall be added to the base salary for full-time employees.

Section 6.5 Payday

Pay periods are twice a month, the fifteenth (15th) and the end of the month. Should any of these dates fall on a Saturday, Sunday or Holiday, net wages will be deposited on the preceding regular business day.

Section 6.6 Travel and Expenses

- A. When a police officer is authorized to use the employee's own vehicle in the performance of official City duties, the employees shall be compensated at the current IRS rate.
- B. Officers will be reimbursed the actual and reasonable travel expenses pursuant to the City-wide travel reimbursement policy, but in no event shall it exceed the federal per diem rate.

Section 6.7 Uniforms

- A. Boots: once during fiscal year FY 21-22 and once during fiscal year 23-24, all currently employed full time police officers shall receive a \$200 reimbursement to be used toward new duty boots.
- B. Damage: When a uniform is returned to the City because of wear or damage, at the discretion of the Police Chief or his/her designee, the City may replace the item.

Section 6.8 K-9 Compensation

To compensate the K-9 handler for the off-duty care of the canine, the handler will receive one (1) day's pay at employee's regular rate each month.

Section 6.9 Field Officer Training Pay

Employees assigned by the Chief of Police and/or designee as Field Training Officers (FTO) shall receive five percent (5%) of base pay for hours spent performing such duties.

Section 6.10 Longevity Pay

Employees will receive the percent which represents their years of service. Percentages are not cumulative.

- 10 to 15 years of continuous service: two percent (2%) added to base hourly pay.

- 16 to 20 years of continuous service: three percent (3%) added to base hourly pay.
- 21 plus years of continuous service: four percent (4%) added to base hourly pay.

ARTICLE 7 – INSURANCE

Section 7.1 Health, Vision and Dental Insurance

- A. The City will pay one hundred (100%) of the premium to provide medical, dental and vision insurance coverage for full-time employees and their designated family who are participating in the City's current Health Plan.
- B. The City may select a different plan or provider of benefits, which are on the whole substantially comparable to those currently provided. The City and the Association shall consult within fourteen (14) days of the City's written notice to the Association if there are any changes. The Association reserves the right to challenge/bargain any unilateral changes proposed by the City.

Section 7.2 Life Insurance

The City agrees to continue to provide group life, disability, accidental death, and dismemberment insurance for all qualified bargaining unit employees.

Section 7.3 Retirement

- A. The City agrees to participate in the Public Employees Retirement System (PERS) Plans for the classifications of Police Officer. The City shall pay the entire PERS employee contribution for each employee in the classifications listed above by not reducing the compensation of those employees to generate the funds needed to pay employee contributions.
- B. Employees may contribute voluntarily to the deferred compensation plans administered for the City.

Section 7.4 Workers' Compensation

All bargaining unit employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the City.

ARTICLE 8 – SICK LEAVE

Section 8.1 Accrual

All regular full-time employees will be entitled to use to sick leave with pay after the first month of employment. Sick leave shall accrue at the rate of four (4) hours for each pay period totaling eight (8) hours per month. Employees who are granted a leave of absence with pay shall continue to accrue sick leave.

Section 8.2 Use of Sick Leave

Sick leave will be used in amounts of not less than one quarter (1/4) hour increments. An employee may use accrued sick leave when unable to perform his work by reason of:

- Personal illness or injury;
- Necessity for medical or dental care;
- Exposure to contagious disease under circumstances by which the health of the public or fellow employees would be endangered;
- Caring for an injury or illness of a family member (family member is defined by state law); or
- All other reasons required by state law.

Section 8.3 Bereavement Leave

In the event of a death in the employee's family member, an employee may be granted a leave of absence with pay, not to exceed three (3) calendar days. Thereafter, the employee may use up to five (5) additional days of sick leave, per occurrence.

Section 8.4 Abuse of Sick Leave

Abuse of sick leave is considered a serious matter. Sick leave may not be used for more than three (3) consecutive days without a written explanation from the attending physician unless approved by the Chief of Police. In addition, whenever the City can articulate a good faith concerns (e.g. questionable patterns of absences, suspicious explanation, etc.), the City may also require a written explanation. If the City determines an employee has abused sick leave, the employee will be subject to discipline.

In some circumstances, a medical fitness for duty report may be required before an employee is allowed to return to work from an absence due to injury or illness.

Section 8.5 Exceptions to Sick Leave with Pay

No employee of the City shall be entitled to draw salary and/or benefits from the City during such time as the employee is drawing unemployment, workmen's compensation or any other similar benefits or payments either from the City or from any other source, which accumulated results in a higher net, salary than the employee would normally earn.

Section 8.6 Sick Leave Donation

An employee may be permitted to receive shared leave under this section if:

- The employee has depleted or will shortly deplete his or her total of accrued vacation, sick leave, compensatory time, holiday time and/or other paid leave.
- Prior to the use of shared leave, the employee has abided by the City's sick leave policy.
- The employee provides appropriate medical justification and documentation both of the necessity for the leave and the time which the employee can reasonably be expected to be absent due to the employee's condition.

A minimum of eight (8) hours of donated leave is available for use as shared leave.

Employees may donate either vacation leave or compensatory time for use as donated leave. All donations of leave shall be voluntary. Donated leave shall be transferred on a dollar-for-dollar basis. The value of the leave shall be determined at the current hourly wage of the donor employee and the leave available to the receiving employee shall be calculated at the receiving employee's wage.

The Finance Department shall be responsible for computing the values of donated leave, and shall also be responsible for adjusting the accrued leave balances to show the transferred leave. In no event shall a transfer of leave be approved which would result in an employee reducing his or her total accumulated vacation leave to less than forty (40) hours.

While an employee is on donated leave, he or she will continue to be classified as a city employee and shall receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using vacation leave. To the extent possible, donated leave shall be used on a consecutive day basis. The value of any leave transferred which remains unused shall be returned at its original value to the employee or employees who donated the leave.

Council approval is required for the use of shared leave in excess of eighty (80) hours by one employee.

Section 8.7 Maternity and Parental Leave

Disability caused by childbirth or related circumstances shall be considered a temporary disability and will be covered by accrued sick leave during the period that the employee's doctor certifies the employee's "disability."

When to commence or terminate leave, whether paid or unpaid, both prior to and after delivery, is a decision to be made by the employee and the treating physician. Length of leave for which the employee is eligible to use available paid sick leave shall be limited to a twelve (12) week period during any twenty-four (24) calendar months.

Time taken before or after a certified period of disability must be taken in the following order: sick leave, compensatory time, vacation time, and lastly, leave without pay. With approval of the Police Chief, the employee may request to keep the accrued sick leave, compensatory time, vacation time, and take the certified period of disability without pay.

If the period of disability, as certified by the treating physician, exceeds accrued sick leave, the employee may take a leave of absence, not to exceed one (1) year, without pay or fringe benefits.

To be eligible for sick leave benefits due to childbirth or related circumstances, the employee must notify the City in writing of the anticipated date of departure and date of return, at least ten (10) working days prior to the beginning of the leave, if possible. In the event of emergency, such as premature delivery, telephone notice shall suffice, provided written notice is given within three (3) working days following the emergency.

ARTICLE 9 – VACATION

Section 9.1 Accrual of Vacation Benefits

Regular and probationary full-time employees shall accrue vacation time on a monthly basis. The amount of an employee's vacation accrual will be adjusted for the City's 15th and last day of the month payroll periods. Vacation pay is earned from an employee's first day of employment, but cannot be used until completion of twelve (12) months of continuous employment, except at discretion of the Chief of Police or his/her designee. Regular and probationary full-time employees shall earn vacation pay as follows:

Years of Employment	Vacation Period
1 through 5 years	80 hours
6 through 10 years	120 hours
11+ years	120 hours plus 8 hours for each additional year (160 is the maximum accrual)

Section 9.2 Eligibility for Continued Accrual

Regular and probationary full-time employees will continue to accrue vacation pay, as long as they are actively employed or on paid leave.

Section 9.3 Maximum Accrual

Any vacation time accrued above a maximum of two hundred forty (240) hours must be used by December 31 of each year. Any excess hours over two hundred forty (240) will be forfeited without compensation, unless carryover is approved by the City Council.

Section 9.4 Effect of Separation

Any vacation owed to a terminating employee shall be added to the employee's final pay. However, no payment will be made for terminations during an employee's probationary period, except following a promotion when all benefits are retained.

Section 9.5 Vacation Bidding

Police Officers will be allowed to take one Priority Vacation per calendar year starting on January 1st. The employee shall be selected on a rotating bargaining unit seniority basis. An employee permitted to exercise their right by seniority will only happen for the one Priority Vacation selection which will consist of one (1) block of time period (i.e. member may select one consecutive period, one time), not to exceed forty (40) hours, unless otherwise approved by the Chief of Police. Thereafter, conflicting requests for the same Priority vacation time shall be resolved on the basis of prior scheduling

ARTICLE 10 – HOLIDAYS

Section 10.1 Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve Day
Christmas Day
Floating Holiday (Employee's Birthday)

Section 10.2 Accrual of Holiday Time

Employees who do not work on a holiday will accrue holiday time equal to ten (10) hours per holiday, accruing on the date of the holiday. Employees who work on a holiday will accrue holiday time at the overtime rate for actual hours worked on the holiday. Employees are considered to work on a holiday when the shift begins during the twenty-four holiday period.

All holiday time off must be taken within sixty (60) days of accrual, unless approval is extended by the Chief of Police or his/her designee. It is the responsibility of the Chief of Police to schedule accrued holiday time off to conform to budget constraints.

The Floating Holiday is exempt from the overtime rate.

ARTICLE 11 – PROBATION

All new hires shall serve a probationary period. The probationary period for sworn personnel will be eighteen (18) months and may be extended to a maximum of twenty-four (24) months. Probationary period will be automatically extended for an equal period to any leave of absence extending beyond two (2) weeks. Any lateral hires will have a probationary period of twelve (12) months if DPSST certified.

The probationary period shall be a part of the examining process and shall be used to determine if the newly hired or rehired employee to be assigned to regular status. Probationary employees serve at the will of the City and may be discharged without notice or cause.

ARTICLE 12 – SENIORITY

Section 12.1 Seniority

- A. Seniority Defined: Bargaining unit seniority is determined by the length of an employee's continuous service with the Police Department in the bargaining unit from last date of hire.
- B. Seniority List: The City will make electronic copies of bargaining unit seniority lists available to the Association and employees upon request.

Section 12.2 Layoff and Recall

- A. Layoff: The City may lay off an employee when the City determines it is necessary to abolish a position or that a shortage of funds or work exists. Layoff shall be by specific job classification. Probationary employees in the classification(s) affected by layoff will be laid off first. In the event the City determines that it is necessary to layoff regular employees, employees in the classification(s) affected shall be laid off in ascending order (bottom to top) based on bargaining unit seniority.

An employee shall be given written notice at least fifteen (15) days before the effective date stating the reasons for the layoff.

- B. Recall: Employees shall be recalled from layoff to the classification held at the time of layoff in inverse order of layoff according to their bargaining unit seniority. No new employees shall be hired in one of the classifications until all employees in that classification on layoff status desiring to return to work have been recalled or have otherwise suffered a break in seniority, as set forth in Section 12.3, below.
- C. Layoff List: Layoff status shall be maintained for an eighteen (18) month period. It shall be the obligation of the employee to maintain a current address with the City during this period.

Section 12.3 Continuity of Service

Service requirements for advancement within salary range, extended steps, holidays and vacation shall be based upon continuous and total service as a regular employee.

Employees will continue to accrue seniority. Seniority will be broken and the employment relationship will be severed if any of the following events occur:

1. Voluntary resignation or retirement;
2. Discharge of a regular employee for just cause or a probationary employee at will;
3. Layoff or absence from work due to off-the-job illness or off-the-job injury for more than eighteen (18) months in duration;
4. Failure to notify the City of intent to return to work pursuant to a recall notice sent by certified mail, return receipt requested, to the last address provided to the City through personnel records within ten business days of delivery;
5. Failure to report for work immediately upon expiration of an authorized leave of absence; or
6. Failure to return from military leave, in accordance with applicable law.

Section 12.4 Retention of Seniority for Promotion

Employees who are promoted to positions within the Department that are outside the bargaining unit, but are returned to bargaining unit positions by the City will return with the seniority they had accrued at the time of their promotion restored. The time an employee spends in such a position will not, however, be applied toward his/her seniority. Instead, the employee's bargaining unit seniority date will be adjusted by an amount equal to the time he/she served in the non-bargaining unit position.

ARTICLE 13 – DISCIPLINE

Section 13.1 Types of Discipline

Disciplinary action or measures shall include the following: written reprimand; suspension; demotion; discharge; or any combination thereof. An employee may only be disciplined for just cause.

Section 13.2 Administration

Disciplinary actions will be administered promptly, in a fair, and firm manner, and only for specific and just cause, and with employee rights fully protected.

If the City has reason to counsel or discipline an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

Section 13.3 Interview

Investigatory interviews will be conducted in the following manner:

1. The officer shall be informed of the nature of the investigation in a reasonable period of time prior to the scheduled interview.
2. The officer may have a representative of the officer's choosing present at the interview.
3. The interviewers shall inform the officer of the officers' *Garrity* rights and the investigator's authority to compel a statement and of the identity of the investigators and all persons present during the interview.
4. The interview may not last an unreasonable amount of time, taking into consideration the gravity and complexity of the matter under investigation.
5. During the interview, the officer must be allowed to attend to physical needs.
6. Any interviews shall take place when the officer is on duty unless the seriousness of the investigation dictates otherwise.
7. The complete interview of the officer, noting all recess periods, shall be recorded and the officer, upon request, will be provided a copy of the recording, or the officer may also record the interview at the officer's own expense. If the officer is subsequently charged and any part of any recording of the interview is transcribed by the City, the officer shall be given a complimentary copy thereof.
8. Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the officer's Constitutional Rights. The officer shall not be subject to abusive language. No promise of reward shall be made as an inducement to answer questions.

Section 13.4 Progressive Discipline and Due Process

Progressive discipline shall be used except when the nature of the problem requires more serious discipline or immediate action. For economic discipline, employees will be afforded due process.

1. Pre-Disciplinary Hearings: Prior to economic discipline being imposed, the employee shall be given the opportunity to meet with the Chief of Police or his/her designee, personally or through an Association representative or attorney, to provide additional evidence and/or mitigating circumstances to the disciplinary action being considered. The City will provide reasonable advance notice of the

meeting and will respond to requests for information related to the conduct leading to the proposed disciplinary action, including requests for copies of investigation documents, witness statements, tape recordings and other information relied upon as a basis for the proposed disciplinary action within a reasonable period prior to the meeting, consistent with PECBA and due process obligations. The City agrees not to decide on the discipline to be imposed on the employee until after such a meeting.

2. Imposing Discipline: Any employee being disciplined will be given official written notice of the discipline being imposed, including a summary of the factual conclusions and the policy, procedures, standards violated and/or misconduct that occurred. The employee and/or Association representative shall, upon request, be furnished with a copy of the investigation.

Section 13.5 Conduct Which May Result in Discipline

Hubbard Police Department Policy 340.3.1 to 340.3.6 provides examples of conduct that may lead to discipline.

ARTICLE 14 – PERSONNEL RECORDS

Section 14.1 File Contents

The City shall maintain a personnel record of each employee in the City service. This record shall be the official record of the City.

No disciplinary action, evaluation document, or complaint will be placed into an employee's personnel file without a copy being provided to the employee. Normally, the employee will be asked to acknowledge receipt of a copy by affixing the employee's signature to the file copy. Such a signature is not to be construed as indicating agreement with the contents thereof.

Section 14.2 Inspection of Record

An employee may inspect the contents of the employee's personnel record upon the employee's written request to do so. An employee's official representative, with the permission of the employee, may inspect all records pertaining to the employee. The employee shall have the right to submit a written attachment(s) including explanation and/or opinion to any material critical of the employee.

Section 14.3 Entries Dated

Each entry into the employee's personnel file shall be dated.

Section 14.4 Removal

Employees may request the Chief of Police remove written reprimands from the employee's file after three (3) years without any additional discipline. Once removed, the written reprimand will be kept in a separate personnel file pursuant to Oregon law.

The parties acknowledge that the City must comply with the provisions of ORS 181A regarding personnel file document retention.

ARTICLE 15 – GRIEVANCE PROCEDURE

Section 15.1 Grievance Procedure

Grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. Such grievance shall be settled in the following manner:

Step One: Should an employee believe that an employee's rights under this Agreement have been violated, the employee is encouraged to attempt to verbally rectify the matter of concern to the employee's immediate supervisor in order to attempt to resolve the matter prior to filing a written grievance.

Step Two: Should an employee believe that the employee's rights under this Agreement have been violated, within fourteen (14) calendar days of the date of such grievance or knowledge thereof, the employee shall report the matter in writing to the employee's immediate supervisor. The written grievance shall be on a form approved by the City and Association and shall include:

1. A statement of the grievance and relevant facts;
2. Provision of the Agreement violated; and
3. Remedy sought.

Within fourteen (14) calendar days after receipt of such report, the immediate supervisor shall attempt to resolve the matter and submit an answer in writing to the employee.

Step Three: If the grievance still remains unsettled, within fourteen (14) calendar days after the reply of the immediate supervisor is received or the date that such reply is due, the Association may submit the grievance in writing to the Police Chief. The Police Chief shall respond in writing to the employee within fourteen (14) calendar days.

Step Four: If the grievance still remains unresolved, within fourteen (14) calendar days, the Association may serve written notice to the Police Chief of the Association's intention to arbitrate the grievance. The City agrees there will be no inquiry into the Association's decision to proceed to arbitration.

For contract interpretation issues, after the grievance has been so submitted, the Association may request from the Oregon Employment Relations Board a list of seven (7)

Oregon and Washington arbitrators. The parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or detract from the terms of the contract. The arbitrator's decision shall be within the scope and terms of the contract and in writing including detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit the decision within thirty (30) days of the date of the hearing, or the parties submit closing briefs, whichever is later.

For discipline or termination issues, the parties agree the Collective Bargaining Agreement is to be interpreted consistent with ORS 243.808-812.

Section 15.2 Cost of Arbitrator

Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any. The cost for the arbitrator, court reporter (if any), and the hearing room shall be borne by the losing party. The arbitrator shall designate the "losing party." The arbitrator's designation of the "losing party" shall be final and binding. The cost of a court reporter is contingent on both parties having agreed to utilize the services of a court reporter.

Section 15.3 Time Limits

Any or all time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to respond within the time limit shall permit the grievance to proceed to the next step. The grievance may be terminated at any time upon receipt of a signed statement from the employee that the matter has been resolved through Step Three of the Grievance Procedure.

ARTICLE 16 – SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction or administrative agency having jurisdiction over the subject matter, or by legislation of the State of Oregon or federal government, such decision or legislation shall apply only to the specific article, section or portion thereof directly affected. Upon issuance of any such decision or legislation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 17 – TERM OF AGREEMENT

Any specified Article or Articles of this Agreement may be opened for negotiation by mutual written consent of both parties at any time during the life of the Agreement.

This Agreement commences upon ratification and terminates on June 30, 2024. The parties will commence negotiations on or about January 1, 2024. This Agreement will remain in full force and effect during the period of negotiations.

CITY OF HUBBARD, OREGON

**HUBBARD POLICE OFFICERS
ASSOCIATION**

Mayor Charles Rostocil Date

Glen Bentley Date

Vickie Nogle Date
ATTEST

RESOLUTION NO. 716-2022

A RESOLUTION REPEALING RESOLUTION NO. 469-2008 AND ADOPTING A SIDEWALK PROGRAM

Findings:

- A. The City of Hubbard has adopted a Sidewalk Reimbursement Program; and
- B. The City Council finds it necessary to modify and update the Sidewalk Reimbursement Program;

Based on the findings, the City of Hubbard ordains as follows:

- a. The City of Hubbard Sidewalk Reimbursement Program is set forth in the attached document marked **Exhibit A**, attached hereto and by this reference incorporated herein and entitled the City of Hubbard Sidewalk Reimbursement Program.
 - b. The City of Hubbard Sidewalk Reimbursement Program Application is set forth in the attached document marked **Exhibit B**, attached hereto and by this reference incorporated herein and entitled the City of Hubbard Sidewalk Reimbursement Program Application.
 - c. Resolution No. 469-2008 is hereby repealed.
1. This Resolution will be effective following its adoption by the Hubbard City Council.

ADOPTED BY THE CITY COUNCIL this 12th day of July, 2022.

APPROVED:

Charles Rostocil, Mayor

ATTEST:

Vickie Nogle, MMC
Director of Administration/City Recorder

APPROVED AS TO FORM:



Beery, Elsner & Hammond, City Attorney

CITY OF HUBBARD

SIDEWALK REIMBURSEMENT PROGRAM

1. Vision:

The City of Hubbard has a well-maintained, interconnected and walkable sidewalk system throughout the city limits.

2. Goal:

The goal of the Sidewalk Reimbursement Program is to actively support City Council's vision by addressing existing sidewalk issues and providing financial assistance to property owners as budgeted funds are available.

3. Overview and History:

According to the U.S. Department of Transportation Federal Highway Administration (FHWA), city charters commonly specify that the city is not liable for any accidents or injuries incurred due to sidewalk conditions. Most Oregon charters assign complete responsibility to the adjacent property owner.

Pursuant to the City of Hubbard Municipal Code Sections 12.15.060, 12.15.070 and 12.15.080, the property owner shall maintain in good repair the adjacent sidewalk whenever it becomes damaged or deteriorated in any way. The property owner who is responsible for maintaining the adjacent sidewalk shall be liable to any person injured because of failure of the property owner to maintain the sidewalk in good condition.

The lack of sufficient budgeted funds to cover the number of applications received by the City of Hubbard in any given year will not excuse the homeowner from the responsibility of maintaining the adjacent sidewalk in a safe condition nor create any liability to the City for any unsafe sidewalks.

The City of Hubbard has a long history of working with property owners to uphold the sidewalk code. In the past, enforcement of sidewalk maintenance has been a complaint-driven process. Some property owners take initiative to repair sidewalks before a complaint is submitted, while others wait until the sidewalk damage is reported by others.

Most often sidewalk complaints are limited to one address, but in some cases, an area-wide issue is reported. Regardless of the type of complaint, the sidewalk issue is verified by Public Works Management and the adjacent property owner is notified of the City's code and requirements for repair or replacement.

As of the date of Resolution No. 716-2022, all existing sidewalks will be inspected on a three-year rotation. Trip hazards will be spray painted in white to alert sidewalk users until repair work has been completed. Notices will be sent to property owners for those sidewalks which require maintenance. Public Works Management will continue to encourage property owner's initiative in taking care of sidewalk issues before an enforcement proceeding is required. Public Works Management will continue to respond to sidewalk complaints as received.

4. Application & Selection:

- A. Completed Sidewalk Reimbursement Applications (Exhibit B) will be submitted to Public Works Management.
- B. Sidewalk Reimbursement Applications will only be approved as budgeted funds are available.
- C. Submitted Sidewalk Reimbursement Applications will be tracked and available funds awarded on a first-come, first-served basis.
- D. Sidewalk Reimbursement Applications will be reviewed and approved or denied by Public Works Management.
- E. Approved Sidewalk Reimbursement Program projects must be completed within 60-days from the date of approval unless an extension is granted, in writing, by Public Works Management.
- F. Approved applicants may receive reimbursement for up to 50% of their total project cost, not to exceed \$1,500 per project. Upon project completion, applicants must permit Public Works staff to conduct an on-site project inspection and must submit paid project invoices and/or receipts to Public Works Management.
- G. A reimbursement check will be provided to the property owner within 30-days of receipt of all project cost documentation to Public Works Management.

Ineligible Projects:

- A. Projects which are a condition of approval of a land use application such as a subdivision, partition or design review.
- B. Projects which are a requirement of building permit issuance.

5. Administration:

- A. No work will begin until the Sidewalk Reimbursement and Right-Of-Way Permit applications have been submitted and approved by Public Works Management.
- B. Work must be completed by an Oregon licensed contractor unless an exception is approved in writing by Public Works Management through the application and right-of-way permit process.
- C. Property Owner will request an on-site inspection of their completed project.
- D. Public Works Management will contact the property owner following the project inspection, noting either the project has been accepted or provide details of additional work required.
- E. The property owner will pay for all project costs in full.
- F. The property owner will submit paid project invoices and/or receipts to Public Works Management to initiate the reimbursement process for up to 50% of the total project cost, not to exceed \$1,500 per project.
- G. Reimbursement payments will be made to the property owner within 30-days from Public Works Management receipt of all project cost documentation.

6. Standards:

Sidewalks shall be constructed, altered, and repaired in accordance with City standards and specifications.

CITY OF HUBBARD
SIDEWALK REIMBURSEMENT PROGRAM APPLICATION

Property Owner: _____ **Phone:** _____

Email: _____

Property Address: _____

Mailing Address: _____

(If different from property address.)

Contractor: _____ **Phone:** _____

Company Name: _____

Email: _____

CCB#: _____

I have read the attached Sidewalk Reimbursement Program and agree to comply with the stated requirements in order to receive reimbursement.

Applicant Signature

Date

Questions: please contact Public Works Management at 503-982-9429 or
molinger@cityofhubbard.org

- FOR CITY OF HUBBARD USE ONLY -

Approved: _____

Approval Letter Sent: _____

Date of Inspection: _____

Reimbursement Amount: _____

Payment Date / Check No.: _____

Notes: _____

SITE PLAN:

In the box below, please provide a sketch of the proposed project using the sample site plan as a guide. The sketch should include property lines, curbs or edge of the street when curbs do not exist, existing sidewalks, driveway, the section of the sidewalk to be repaired/replaced.

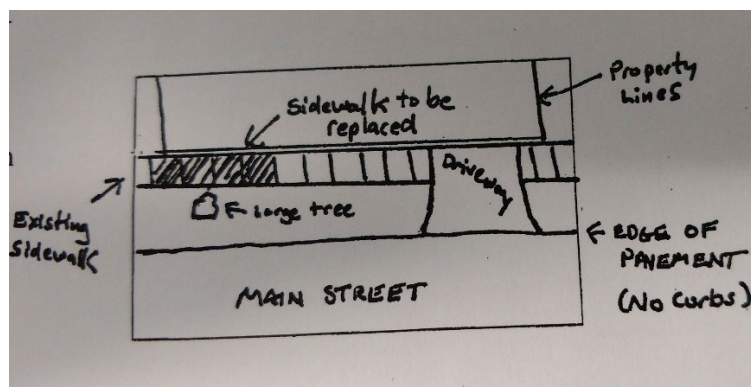
Existing sidewalk:

Width: _____ Length: _____

Proposed sidewalk:

Width: _____ Length: _____

Sample Site Plan:



RESOLUTION NO. 733-2022

A RESOLUTION EXTENDING THE CITY OF HUBBARD'S WORKERS' COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF HUBBARD, AND REPEALING RESOLUTION NO. 729-2022.

Findings

- A. The City of Hubbard contracts with SAIF (State Accident Insurance Fund) for workers' compensation coverage for City employees and volunteers.
- B. SAIF requires the City to specify the classes of volunteers it wishes to cover on the annual Volunteer Election Form.

Based on the findings, the City of Hubbard ordains as follows:

- 1. Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteers listed in this resolution, noted on payroll schedule and verified at audit:

a. Public Safety Volunteers

Applicable _____ **Non-applicable** X

An assumed monthly wage of \$800 per month will be used for public safety volunteers in the following positions:

- Police reserve
- Search and rescue
- Firefighter
- Emergency medical personnel
- Ambulance drivers
- Other

b. Volunteer boards, commissions for the performance of administrative duties.

Applicable X **Non-applicable** _____

Oregon minimum wage will serve as assumed wage for both premium and benefits calculations and will be used per each volunteer board, commission for the performance of administrative duties. The covered bodies are:

- 1. Planning Commission
- 2. Budget Committee

c. Volunteer council positions for the performance of administrative duties.

Applicable X **Non-applicable** _____

Council volunteer positions stipend would be assumed for the performance of administrative duties.

d. Manual labor by elected officials.

Applicable _____ Non-applicable X

Oregon minimum wage will serve as assumed wage for both premium and benefits calculations for public officials for the performance of non-administrative duties other than those covered in paragraph 2 above.

e. Non-public safety volunteers

Applicable X Non-applicable _____

All non-public safety volunteers listed below will track their hours and Oregon minimum wage will serve as assumed wage for both premium and benefits calculations. SAIF will assign the appropriate classification code according to the type of volunteer work being performed.

✓ Parks and recreation

Senior center

Public works

Library

Other – Police Office worker

f. Public Events

Applicable _____ Non-applicable X

Volunteers at the following public events will be covered under workers' compensation coverage using verified hourly Oregon minimum wage as basis for premium and/or benefit calculation:

g. Community Service Volunteers/Inmates

Applicable _____ Non-applicable X

Pursuant to ORS 656.041, workers' compensation coverage will be provided to community service volunteers commuting their sentences by performing work authorized by the City of Hubbard.

Oregon minimum wage tracked hourly will be used for both premium and benefit calculations, verifiable by providing a copy of the roster and/or sentencing agreement from the court.

h. Other volunteers

Volunteer exposures not addressed here will have workers' compensation coverage if, prior to the onset of the work provided that the City of Hubbard:

1. Provides at least two weeks' advance written notice to SAIF underwriting requesting the coverage
2. SAIF approves the coverage and date of coverage
3. SAIF provides written confirmation of coverage

Oregon minimum wage tracked hourly will be used for both premium and benefit calculations, verifiable by providing a copy of the roster.

Based on the findings, the City of Hubbard resolves as follows:

Section 1. The City of Hubbard agrees to maintain verifiable rosters for all volunteers including volunteer name, date of service and hours of service and make them available at the time of a claim or audit to verify coverage.

Section 2. To provide worker's compensation coverage as indicated above.

Section 3. Resolution No. 729-2022 is hereby repealed.

Section 4. Effective July 12, 2022.

ADOPTED BY THE CITY COUNCIL this 12th day of July 2022.

APPROVED:

Charles Rostocil, Mayor

ATTEST:

Vickie Nogle, MMC
Director of Administration/City Recorder

APPROVED AS TO FORM:



Beery, Elsner, & Hammond, City Attorney

RESOLUTION NO. 734-2022

**A RESOLUTION ADOPTING A JOB DESCRIPTION FOR THE
PUBLIC WORKS OFFICE ASSISTANT AND REPEALING RESOLUTION NO. 657-2018**

Findings:

- A. The City of Hubbard City Council finds there is a need to update the job description for the "Public Works Office Assistant."

Based on the findings, the City of Hubbard resolves as follows:

- a. The City of Hubbard hereby adopts the Public Works Office Assistant job description as set forth in the attached document marked "Exhibit A" attached hereto and by this reference incorporated herein and entitled "Public Works Office Assistant."
- b. Resolution No. 657-2018 is hereby repealed.
1. This Resolution will be effective following its adoption by the Hubbard City Council.

ADOPTED BY THE CITY COUNCIL this 12th day of July, 2022.

APPROVED:

Charles Rostocil, Mayor

ATTEST:

Vickie Nogle, MMC
Director of Administration/City Recorder

APPROVED AS TO FORM:

Beery, Elsner & Hammond, City Attorney

EXHIBIT A

PUBLIC WORKS OFFICE ASSISTANT

General Statement of Duties

Performs a variety of routine office support duties and clerical tasks using standard office equipment, forms, and documents. On occasion assists public works operations personnel in the field.

Distinguishing Features

Work is performed under the supervision and direction of the Public Works Administrative Manager. The principal duties of this class are performed in a general office environment, however some field work is required. This position operates under state and federal laws, the city charter, ordinances, and the direction and rulings of the City Council. This is a non-exempt position.

Essential Duties

- Word processing.
- File documents, records and other materials.
- Answer telephone calls and direct to the appropriate person or take detailed messages.
- Provide assistance with routine scheduling and calendaring.
- Provide assistance with code enforcement.
- Annual Cross Connection mailings and test result tracking.
- Assists with general supply procurement.
- Serve as an active participant in the City's Safety Committee and follows all safety rules and procedures for work areas.
- Assists with safety tasks and tracking.
- Performs monthly fire extinguisher checks and tracking.
- Uses a city truck on a daily basis for various tasks.
- On occasion assists operations crew with various tasks when needed, for example:
 - Operate the street painting truck.
 - Assist spreading playground cushioning material.
- Learn and perform assigned tasks and routines.
- Perform other duties consistent with the role/function of the classification.
- Keep immediate supervisor informed concerning work progress, including present and potential problems and recommendations for addressing these issues.

EXHIBIT A

- Establish and maintain effective working relationships with those contacted in the course of work.

Required Knowledge, Skills, and Training

- Working knowledge of office procedures and operations, including telephone etiquette, basic spelling, English grammar, punctuation, and basic arithmetic.
- Working knowledge of computers and software applications including but not limited to Microsoft Office (Word, Excel, Publisher, Power Point).
- Ability to type 50 words per minute.
- Working knowledge of common office equipment.
- Working knowledge of City and department operations, policies, and procedures.
- Ability to maintain accurate records and files.
- Ability to exercise sound independent judgment.
- Ability to communicate effectively with others, both orally and in writing.
- Ability to understand and follow oral and/or written policies, procedures, and instructions.
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under deadlines.
- Ability and willingness to learn quickly and use new skills and knowledge due to rapidly changing information and/or technology.
- Ability to physically perform the essential functions of the position with or without accommodation.

Required Education and Experience

Minimum Qualifications:

- High School Diploma or GED
- General office experience including the use of computers and Microsoft Office programs.
- Typing speed 50 words per minute.
- Customer service experience.
- OR any combination of experience and training which provide the equivalent scope of knowledge, skills, and abilities necessary to perform the work.

EXHIBIT A

Preferred Qualifications:

- Bilingual Spanish/English

Required Special Qualifications

- Possession of a valid Oregon driver license, and acceptable driving record.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities which enables the employee to communicate effectively.
- Sufficient vision or other powers of observation which enables the employee to review a wide variety of materials in electronic or hard copy form.
- Sufficient manual dexterity which enables the employee to operate a personal computer, telephone, and related equipment.
- Sufficient personal mobility and physical reflexes which enable the employee to function within a general office environment.
- Ability to lift up to and including 25 lbs.

RESOLUTION NO. 736-2022

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF HUBBARD, AURORA, SILVERTON, MT. ANGEL, DONALD, GERVAIS, AND SHERIDAN, AND REPEALING RESOLUTION NO. 642-2018.

Findings

- A. The City of Hubbard has, pursuant to Chapter III, Section 10 of the Hubbard City Charter, appointed Lori Coukoulis its Municipal Judge;
- B. Lori Coukoulis also serves the Cities of Aurora, Silverton, Mt. Angel, Donald, and Gervais;
- C. The City of Sheridan wishes to enter into the intergovernmental agreement for Municipal Judge Services with Judge Lori Coukoulis, and
- D. The primary propose of the attached agreement is to insure against any possible violation of the dual lucrative office prohibition provision of Article 2, Section 10 of the Oregon Constitution.

Based on the findings, the City of Hubbard resolves as follows:

Section 1: The Mayor is authorized to execute, on behalf of the City, the Intergovernmental Agreement with City of Hubbard, and the cities of Aurora, Silverton, Mt. Angel, Donald, Gervais, and Sheridan which is set forth in the attached document marked Exhibit A attached hereto and by this reference incorporated herein and entitled "Intergovernmental Agreement for Municipal Judge."

Section 2: Resolution No. 642-2018 is hereby repealed.

ADOPTED BY THE CITY COUNCIL this 12th day of July 2022.


APPROVED:

Charles Rostocil, Mayor

ATTEST:

Vickie Nogle, MMC
Director of Administration/Recorder

APPROVED AS TO FORM:



Berry, Elsner, & Hammond – City Attorney

INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL JUDGE

Exhibit A

This INTERGOVERNMENTAL AGREEMENT is made and entered into, by and between the City of Sheridan, the City of Hubbard, the City of Aurora, the City of Silverton, the City of Mt. Angel, the City of Donald, and the City of Gervais all which are municipal corporations (the “Parties” or “Cities”).

WITNESSED

WHEREAS, the Cities of Sheridan, Hubbard, Aurora, Silverton, Mt. Angel, Donald, and Gervais have appointed Lori Coukoulis as either its Municipal Judge; and

WHEREAS, none of the Cities provide full-time employment for their Municipal Court Judge and deem it in their best interests to share the services of a one individual for these services; and

WHEREAS, each City desires to enter into this Agreement pursuant to ORS Chapter 190 and ORS 221.355 to ensure against any possible violation of the dual lucrative office prohibition provision of Article 2, Section 10 of the Oregon Constitution;

NOW, THEREFORE, in consideration of the terms, conditions covenants and performances contained, herein the parties agree as follows:

1. Lori Coukoulis shall perform the duties of either Municipal Court Judge as an independent contractor for the cities of Hubbard, Aurora, Silverton, Mt. Angel, Donald, and Gervais as long as each individual city desires her to do so. Any city may remove Lori Coukoulis from her position without affecting her position with the other cities or the remainder of this agreement.
2. Each city shall pay Lori Coukoulis directly for her performance of judicial duties under their respective Charters or Ordinances.
3. This Agreement does not create any other rights, obligations or duties between the Parties and is solely intended to permit the Cities to jointly share the services of Lori Coukoulis as a municipal court judge without causing a violation of the dual lucrative office prohibition provision of Article 2, Section 10 of the Oregon Constitution.
4. This Agreement shall take effect when it is signed by two parties and shall remain in effect as long as at least two parties that have signed the Agreement retain Lori Coukoulis as a Municipal Court Judge.

[SIGNATURES ON FOLLOWING PAGE]

Signatures

CITY OF HUBBARD

TITLE: _____

CITY OF MT. ANGEL

TITLE: _____

CITY OF AURORA

TITLE: _____

CITY OF SILVERTON

TITLE: _____

CITY OF DONALD

TITLE: _____

CITY OF GERVAIS

TITLE: _____

CITY OF SHERIDAN

TITLE: _____

RESOLUTION NO. 737-2022

A RESOLUTION FOR COMPENSATION RANGES FOR NON-REPRESENTED EMPLOYEES AND AMENDING REPRESENTED EMPLOYEES, AND REPEALING RESOLUTION NO. 730-2022.

Findings

- A. The City Council of the City of Hubbard finds it necessary to amend the compensation ranges for represented employees.

Based on the findings, the City of Hubbard ordains as follows:

1. The City of Hubbard Compensation Ranges for non-represented employees is set forth in the attached documents marked Exhibit "A" attached hereto and by this reference incorporated herein and entitled City of Hubbard Salary Schedule for Non-Represented employees.
2. The City of Hubbard Compensation Ranges for represented employees is set forth in the attached documents marked Exhibit "B" attached hereto and by this reference incorporated herein and entitled City of Hubbard Salary Schedule for Represented employees.
3. Resolution No. 730-2022 is hereby repealed.
4. Effective July 1, 2022.

ADOPTED BY THE CITY COUNCIL this 12th day of July 2022.


APPROVED:

Charles Rostocil, Mayor

ATTEST:

Vickie Nogle, MMC
Director of Administration/City Recorder

APPROVED AS TO FORM:



Beery, Elsner & Hammond, LLP, City Attorney

EXHIBIT "A"

CITY OF HUBBARD - SALARY SCHEDULE FOR NON-REPRESENTED EMPLOYEES

(Effective July 1, 2022)

4.63% COLA

POSITION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP
<u>Administration Department</u>						
Director of Administration/City Recorder	5,447	5,665	5,890	6,126	6,372	6,626
Finance Director	5,447	5,665	5,890	6,126	6,372	6,626
Administrative Assistant/Court Clerk	3,542	3,683	3,830	3,984	4,143	4,309
<u>Public Works Department</u>						
Public Works Superintendent	6,009	6,249	6,497	6,758	7,029	7,309
Public Works Administrative Manager	4,523	4,704	4,892	5,087	5,292	5,503
Utility Worker II	4,134	4,300	4,471	4,650	4,836	5,029
Utility Worker I	3,451	3,590	3,733	3,882	4,037	4,200
Public Works Office Assistant / Part-Time \$16.12 - \$19.52						
Utility Worker I / Part-Time Minimum Wage (\$13.50 - \$18.00 hr.)						
Temporary Summer Helper Minimum Wage (\$13.50 - \$14.25 hr.)						

Step increases will be authorized upon the satisfactory completion of the annual performance evaluation as stated in Chapter 7.00 of the City of Hubbard Personnel Policy .

EXHIBIT "A"

CITY OF HUBBARD - SALARY SCHEDULE FOR NON-REPRESENTED EMPLOYEES

(Effective July 1, 2021)

4.63% COLA

POSITION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP
<u>Police Department</u>						
Chief of Police	6,860	7,133	7,415	7,714	8,023	8,342
Sergeant	5,222	5,430	5,649	5,875	6,108	6,352
Administrative Assistant to Chief of Police	3,542	3,683	3,830	3,984	4,143	4,309
Temporary Police Reserves	0					

Step increases will be authorized upon the satisfactory completion of the annual performance evaluation as stated in Chapter 7.00 of the City of Hubbard Personnel Policy .

EXHIBIT "B"

CITY OF HUBBARD - SALARY SCHEDULE FOR REPRESENTED EMPLOYEES

(Effective July 1, 2021 - July 31, 2021 per Contract - Already received 1.63%)

1.37% COLA (1.63% + 1.37% =3%)

POSITION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP
Police Officer	4,295	4,468	4,648	4,835	5,026	5,228

Step increases will be authorized upon the satisfactory completion of the annual performance evaluation as stated in Chapter 7.00 of the City of Hubbard Personnel Policy .

EXHIBIT "B"

CITY OF HUBBARD - SALARY SCHEDULE FOR REPRESENTED EMPLOYEES

(Effective August 1, 2021 - June 30, 2021 per Contract)

3.00% COLA

POSITION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP
Police Officer	4,366	4,541	4,723	4,912	5,106	5,311

Step increases will be authorized upon the satisfactory completion of the annual performance evaluation as stated in Chapter 7.00 of the City of Hubbard Personnel Policy .

EXHIBIT "B"

CITY OF HUBBARD - SALARY SCHEDULE FOR REPRESENTED EMPLOYEES

(Effective July 1, 2022)

4.63% COLA

POSITION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP
Police Officer	4,568	4,751	4,941	5,139	5,343	5,557

Step increases will be authorized upon the satisfactory completion of the annual performance evaluation as stated in Chapter 7.00 of the City of Hubbard Personnel Policy .

RECEIVED

JUN 08 2022

CITY OF HUBBARD



100 HIGH STREET S.E., Suite 200 | SALEM, OREGON 97301 | www.mwvcog.org

T: 503.588.6177 | F: 503-588-6094 | E: mwvcog@mwvcog.org

An equal opportunity lender, provider, and employer

Vickie Nogle, City Recorder
City of Hubbard
PO Box 380
Hubbard OR 97032

Dear Vickie,

As we near the close of another fiscal year, I am enclosing for your consideration two copies of a contract for continuing land use planning services from **July 1, 2022** to **June 30, 2023**.

At their March meeting, the MWVCOG Board of Directors adopted Resolution 2022-05 setting rates for all of our programs. As in previous years, the rates do not require a minimum number of hours.

The new rates related to land use planning are enclosed as Exhibit A to the land use planning contracts. This agreement covers land use planning services on an as-needed, on-demand basis. Mileage costs associated with providing land use planning services are charged directly to the city at the IRS mileage rate. To help reduce travel costs to the city, land use planners are able to participate in meetings by phone and make arrangements for conference calls as needed by the city.

Our costs for on-demand service reflect the fact that it is much more difficult to plan and budget for this work. Most of the cities that we provide this service to are able to pass this cost on to the developers or applicants who require the planning service, either through direct billing or through the collection of fees. We would be glad to assist you with putting such a system in place if you do not already have such a means of recovering these costs or if you would like information on a full recovery fee schedule.

One planning service that we will continue to provide to client cities at no charge is the preparation of grant applications to pay for land use planning projects. Also, when we assign a planner to a city, they become responsible for reporting back to the rest of the COG staff on other needs that you may have such as public works improvements, transportation needs, etc., so that you can take full advantage of other COG resources that may be available.

Please sign and return both copies of the enclosed contract by **June 30th**. If you have questions or wish to discuss this further, please contact me at 503-540-1618 or rwakeley@mwvcog.org.

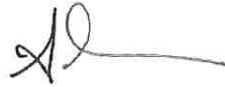
We are also seeking your feedback via an annual evaluation and survey, which is available online at: <https://www.surveymonkey.com/r/2021COGLandUseEval>. Feel free to share this survey with members of your city council or planning commission, as you think appropriate. Your feedback is critical to our efforts to monitor and improve services.

We appreciate the opportunity to provide land use planning services to you and look forward to working with you in the coming years.

Sincerely,



Renata Wakeley
Community Development Director



Scott Dadson
Executive Director

CONTRACT

LAND USE PLANNING SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2022 by and between the CITY OF HUBBARD, OREGON, a municipal corporation ("CITY"), and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 of which CITY is a member.

WITNESSETH:

IN CONSIDERATION of the mutual premises and stipulations set out below, the CITY and COG do hereby agree as follows:

A. COG Responsibilities

1. COG shall provide an experienced land use planner to assist the CITY in processing land use actions, zone code revisions and other related activities which may be requested by the CITY.
2. COG shall provide to CITY mapping, graphics and document production services related to work requested by CITY under paragraph A.1.
3. On a case by case basis only, COG may agree to provide to City legal services as requested by City related to work under paragraph A.1. Any request for representation shall be evaluated by COG involving its General Counsel to determine whether the specific requested legal service can be provided.
4. COG shall provide monthly billing statements.

B. CITY Responsibilities

1. CITY agrees to engage COG as a provider of land use planning consulting services.
2. CITY agrees to pay for land use planning services under paragraph A.1. at a rate of \$94.00 per hour for a land use planner, \$103.00 per hour for a GIS mapping analyst, \$177.00 per hour for legal services, and \$71.00 per hour for staff support assistance, plus mileage at the IRS mileage rate for travel related to providing said services.
3. CITY agrees to pay the actual cost of mapping, graphics and document production provided under paragraph A.2.
4. CITY shall review, process and pay COG's monthly invoices within 30 days of receipt.

5. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of COG's land use planner will be coordinated.

C. COG Services Provided Without Additional Compensation

1. COG shall provide advice and assistance to CITY with grant and loan applications for financing of public improvements at no additional charge except in those instances when such work may be eligible for compensation from the granting agency.
2. COG shall prepare documentation and applications for funding for additional planning projects on behalf of CITY.
3. COG shall refer CITY to other available resources that may be available to address needs of CITY upon request.

D. Termination and Amendment

1. This Agreement shall be terminated on June 30, 2023, unless otherwise agreed to by COG and CITY by amendment to this Agreement.
2. This Agreement may be terminated for convenience by either party upon written notice of 30 calendar days.
3. This Agreement may be amended only by written agreement executed between the parties.

E. Independent Contractor

1. The CITY has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party, nor the officers and employees of either party shall be deemed the agents or employees of the other party for any purpose.


F. Limited Warranty

1. Unless requested by the City that the COG provide legal services, CITY agrees to seek and rely exclusively on the advice of its own legal counsel as to the legal sufficiency of the land use planning process and its products. The parties expressly recognize that the review process involves political and legal judgment entirely within the control and authority of the CITY. COG's only obligation is to provide advice from the perspective of land use planning principles, and not legal or political counsel.

2. In no event shall COG be liable for indirect or consequential damages of any nature. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by CITY to COG under Paragraph B. hereof.
3. CITY agrees to provide a representative to present the CITY's viewpoint at public hearings regarding a dispute between the CITY and the County or another city. COG will provide support and information as appropriate (including research and staff reports) to aid the CITY in making its arguments.

IN WITNESS WHEREOF, COG and the CITY have, by approval of their respective governing bodies, caused this Agreement to be executed as of the day and year aforesaid.

**MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS**

By: 

Scott Dadson, Executive Director

CITY OF HUBBARD

By: _____

BEFORE THE BOARD OF DIRECTORS
FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS
In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

RESOLUTION 2022-05

WHEREAS, the Mid-Willamette Valley Council of Governments (COG) is an intergovernmental entity established by agreement among the participating jurisdictions pursuant to their home rule authority and ORS 190.019.

WHEREAS, the agreement establishing the COG and ORS 190.020 allows the COG to enter into intergovernmental agreements for the delivery of services to its member governments

WHEREAS, the COG presently offers a host of fee-for-service programs on a contractual basis with its member governments to include land use planning, housing rehabilitation loan administration, revolving loan program administration, legal services, executive recruiting, and other technical services; and

WHEREAS, the Board of Directors for the COG desires to set rates for such services that are affordable for members and recover the COG's costs of providing such services,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS:

That the following rates shall take effect for the COG's fee-for-service program beginning July 1, 2022, and ending June 30, 2023, unless sooner amended:

Member Services

Recruitment Services:

<u>Population</u>	<u>Fee</u>
Up to 1,000	\$7,280
1,001 to 5,000	\$9,360
Over 5,000	\$12,480
Non-member Gov't Entities	\$18,720

Background Check Services	\$520/background check
---------------------------	------------------------

Legal Services

General Counsel Services	\$177 per hour
Hearings Officer Services	\$195 per hour

Strategic Planning / Goal Setting

Evening / Half Day	\$1,560
One Day (8 Hours)	\$3,120
Evening Plus Full Day (10 Hours)	\$3,640

Miscellaneous Technical Services

Executive Director	\$187 per hour
Support Staff	\$71 per hour

Finance Services	
Finance Director	\$123 per hour
Fiscal Assistant	\$90 per hour

Community Development Services

Land Use Planning (small cities)*	
Senior Planner	\$96 per hour
Associate Planner	\$94 per hour
GIS Analyst	\$103 per hour
Support Staff	\$71 per hour

Grants Administration*	
Grants Administration Specialist	\$82 per hour
Non-profit / Government Rate	\$90 per hour
For Profit Rate	\$96 per hour
Support Staff	\$71 per hour

Housing Rehab Services*	
Grants Administration Specialist	\$82 per hour

Economic Development Services*	
Development Director	\$135 per hour
Senior Planner	\$96 per hour
Associate Planner	\$94 per hour
GIS Analyst	\$103 per hour
Support Staff	\$71 per hour

GIS/Data Services

Transportation Services	
Transportation Director	\$151 per hour

GIS Services	
Member Rate	\$103 per hour
Non-profit / Government Rate	\$120 per hour
For Profit Rate	\$151 per hour

Modeling Services	
Member Rate	\$130 per hour
Non-profit / Government Rate	\$146 per hour
For Profit Rate	\$168 per hour

Loan Program Services

SBA Loans / Administration of Revolving Loan Programs	
Program Manager	\$148 per hour
Loan Officer	\$109 per hour
Servicing Specialist	\$90 per hour

Loan Underwriting, packaging
and Closing Services
Minimum Fee - \$1500

1.5 % of Loan Amount,

3rd Party Costs

Direct Charge

Copy and Plot Charges

Black and White Copies	\$.25 per page
Color Copies (sizes to 8 1/2 x 14, single or double-sided)	\$.75 per page
Oversized color copies (size 11x17, single sided only)	\$1.00 per page
Oversized color copies, double sided (size 11x17)	\$1.25 per page

Regular Plots

A (8 1/2 x 11)	\$ 2 Each
B (11 x 17)	\$ 3 Each
C (17x22)	\$24 Each
D (22x34)	\$25 Each
E (34x44)	\$45 Each

For oversize plots, \$45 plus \$4.32 per additional square foot

Image Plots

A (8 1/2 x 11)	\$ 4 Each
B (11 x 17)	\$ 6 Each
C (17x22)	\$36 Each
D (22x34)	\$37 Each
E (34x44)	\$67 Each

For oversize plots, \$67 plus \$6.48 per additional square foot

ADOPTED by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem,
Oregon this 15th Day of March 2022.

ATTEST

Sal Peralta, Chair
COG Board of Directors

Scott Dadson
Executive Director

RECEIVED

JUN 13 2022

CITY OF HUBBARD

CITY OF HUBBARD
PARK USE APPLICATION
TODAY'S DATE 6-8-22

503 981 8743

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: September 2nd, 2022 LOCATION OF EVENT: Rivness Park

NATURE OF EVENT: Functional Fitness Camp (CrossFit)

SET UP DATE & TIME: Sep 1st 8-10 pm REMOVAL DATE & TIME: Sep 2nd 7-9 pm

NAME OF PERSON/ORGANIZATION USING PARK: Oregon Texas Line - Brandon Jackson

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

CONTACT NUMBERS: [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:**

Using gym members we will do a park walk with trash
bags to pick up any out lying trash. Dump run with trash
will occur the following Tuesday.

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: Unknown @ least 50%.

SIGNATURE: [Signature] DATE: 6-8-22



Marion County
FINANCE DEPARTMENT

Contract Review Sheet

BO-4578-22

Grant Agreement #: BO-4578-22 Amendment #: _____

Contact: Camber Schlag Department: Board of Commissioners

Phone #: (503) 566-3944 Date Sent: Wednesday, May 18, 2022

Title: ARPA - Water System Improvements

Contractor's Name: City of Hubbard

Term - Date From: Execution Expires: December 31, 2026

Contract Total: \$ 1,000,000.00 Amendment: \$ - New Total: \$ 1,000,000.00

☐ Incoming Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: RFA CMS # 1024

Description of Services or Grant Award

2021 Marion County ARPA Funds Grant Award for: City of Hubbard Water Infrastructure Project.

Desired BOC Session Date: 6/8/2022 BOC Planning Date: 5/26/2022

Files submitted in CMS: 5/18/2022 Printed packet & copies due in Finance: 5/24/2022

BOC Session Presenter(s) Camber Schlag, Debbie Gregg, Chris Eppley

FOR FINANCE USE

Date Finance Received: 5/24/2022 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:
Camber Schlag
C5B2F3DF257F444...
5/24/2022
Date

Finance - Contracts

DocuSigned by:
Carrie Graham
C56F30F42D03469...
5/25/2022
Date

Contract Specialist

DocuSigned by:
Jane E Vetto
D0CFC5B04B9F483...
5/25/2022
Date

Legal Counsel

DocuSigned by:
Jan Fritz
DC16351248DE4EC...
5/25/2022
Date

Chief Administrative Officer



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 8, 2022

Department: Board of Commissioners Agenda Planning Date: May 26, 2022 Time required:

☐ Audio/Visual aids

Contact: Camber Schlag Phone: 503-566-3944

Department Head Signature:

DC18351248DE4EC...
TITLE

Approval of the American Rescue Plan Act (ARPA) Subrecipient Agreements

Issue, Description & Background

In June 2021, Marion County received the federal ARPA Allocation of \$67M. Through a grant application process, the Board approved various eligible projects and awarded funds to cities located within the county.

Financial Impacts:

All projects are funded through the American Rescue Plan Act, Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund

Impacts to Department & External Agencies

Several cities are receiving funding to support critical programs and infrastructure.

Options for Consideration:

A) Individually approve the ARPA Agreements
B) Individually decline the ARPA Agreements
C) Take no action at this time

Recommendation:

Individually approve the Subrecipient Agreements

List of attachments:

City of Aumsville, Wastewater System
City of St. Paul, Water System Improvements
City of Donald, Water Drinking Wells
City of Gates, Water System Improvements
City of Hubbard, Water System Improvements
City of Jefferson, Water Treatment Plant
City of Mill City, Wastewater Improvements
City of Mt. Angel, Marquam Wastewater Line Project
City of Stayton, Ida Street Sanitary Pipe Project
City of Sublimity, Water System Improvements
City of Turner, Water Booster Pump Station
City of Turner, Storm Drain Project
City of Gervais, Wastewater Pump Station

Presenter:

Camber Schlag, Debbie Gregg and Chris Eppley



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Camber Schlag, cschlag@co.marion.or.us

**MARION COUNTY
SUBRECIPIENT AGREEMENT
BO-4578-22**

*American Rescue Plan Act of 2021
Coronavirus State and Local Fiscal Recovery Funds*

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and the **City of Hubbard**, a *unit of local government*, hereinafter referred to as "Subrecipient".

Recitals

- A.** WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, together which make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program with the Assistance Listing Number (ALN) 21.027. The SLFRF program is to provide support to support to State, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and
- B.** WHEREAS, units of local government may be impacted by the pandemic and receive ARPA/SLFRF assistance as a subrecipient, per U.S. Treasury 31 CFR Part 35; and
- C.** WHEREAS, the total SLFRF funds to the County, as published by the US Treasury, is \$67,559,569, may award funds to units of local government that meet ARPA/SLFRF eligibility requirements; and
- D.** WHEREAS, the Subrecipient, a unit of local government, submitted an application to the county for SLFRF relief funds to support Water System Improvements; and
- E.** WHEREAS, the County intends to allocate a portion of its SLFRF funds to assist cities within Marion County to make necessary investments in Infrastructure; in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds; and
- F.** WHEREAS, during a meeting on January 26, 2022, the Board of Commissioners approved the application from the Subrecipient; and
- G.** WHEREAS, as a Subrecipient, is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with County for receipt of the funds described herein.

Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This Agreement includes the following exhibits which are incorporated herein:

- Exhibit A (The Application)
- Exhibit B (Required Federal Terms and Conditions)
- Exhibit C (Federal Funding Information for Subrecipients)
- Exhibit D (Federal Funding Accountability and Transparency Act Certification)
- Exhibit E (ARPA/SLFRF Capital Expenditure Justification Form)
- Exhibit F (ARPA/SLFRF Reporting Requirements Form)
- Exhibit G (Marion County Disbursement Request)

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period **March 3, 2021 through December 31, 2026**. Subrecipients costs must be obligated by December 31, 2024 and must be expended by December 31, 2026.

3. Work to be Performed

Subrecipient shall perform the work described in Exhibit A, The Application (the “Work”) in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. Subrecipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of County.

Changes to the Work by the Subrecipient shall require the prior written approval of County. Requests for and justification of any change must be submitted in writing to the County and be approved in writing by the County prior to commencement of the requested change.

4. Consideration; Reporting

- a. The County has agreed to make an award of funds to the Subrecipient not-to-exceed amount of **One Million Dollars** (\$1,000,000.00) (the “Grant”). Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A, under the following U.S. Treasury eligible category: Infrastructure.
- b. Subrecipients may use ARPA/SLFRF funds for direct administrative costs for administering the project, as identified in the approved budget of the Work. Direct Administrative Costs are identified as specific costs of implementing the project, such as contract or project management and personnel costs directly associated with complying with legal and reporting requirements. Costs must comply with 2 CFR 200 Subpart E - Cost Principles and be adequately documented and supported, including requirements for personnel compensation and fringe benefits as identified in 2 CFR 200.430 & 200.431. Indirect Costs or general overhead costs have not been approved for this project.
- c. Any desired use of funds by Subrecipient that differs from the Work must first be approved in writing, by the County. 100% of the Grant must be used to provide services as indicated in the Work.
- d. The County shall provide the report templates to the Subrecipient no later than June 15, 2022. See Exhibit F for reporting due dates and requirements.

5. Funding Appropriation

Funds specified in the Consideration section of this Agreement or otherwise may include funds that have not yet been appropriated but which the County anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Subrecipient will receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to the County with authorizing limitation. Subrecipient's obligation to perform the Work is conditioned upon the County receiving corresponding Grant funds or other funds available for reimbursement of such appropriate Work costs.

6. Requests for Funds

- a. Subrecipient shall request grant funds in such form and manner as is satisfactory to or required by the County. Further, in accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, Subrecipient shall limit any request for funds to the amount needed and timely in order to accomplish the Work. Submission of proper account records showing expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.

- b. Grant distributions will be made by the County:

- ☒ Monthly or upon request to the County with receipt of Exhibit G, Marion County Disbursement Request, that includes supporting documentation and attestation by Subrecipient's authorized signer. The exhibit and supporting documentation shall be sent to ARPArecovery@co.marion.or.us or.
- ☐ One-time distribution to the Subrecipient upon execution of this Agreement and receipt of Exhibit G Marion County Disbursement Request, that includes supporting documentation and attestation by Subrecipient's authorized signer. Exhibit G shall be sent to ARPArecovery@co.marion.or.us.

7. Nonexclusive Remedies Related to Funding

- a. Withholding of Grant Funds from Request

County may withhold any and all undisbursed Grant funds from Subrecipient, if the County, in its sole discretion, determines that Subrecipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Subrecipient obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to the County about its performance under this Agreement as well as timely satisfying all Agreement obligations relating to any awarded funds. The County may also withhold any and all requested Grant fund from Subrecipient if the County, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from the Work or is unsubstantiated by related documentation.

- b. Redistribution or Retention of Funds

- i. If Grant funds are not obligated for reimbursement by Subrecipient in a timely manner as determined by the County at its sole discretion, the County may reduce Subrecipient funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Subrecipients or retain such Grant funds for other County use.
- ii. Beginning in December 2023, if fifty percent of Subrecipient's Work is not complete, the County may reduce and redistribute funds to other Subrecipients or other County use.

- iii. This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

c. Reservation of Right to Recapture

The County reserves the right to recapture funds from Subrecipient based on misrepresentation, underperformance, non-compliance, unallowed costs, fraud, expiration or termination of this Agreement.

8. Termination

- a. The County may immediately terminate this Agreement in whole or in part upon written notice to the Subrecipient for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Subrecipient, whether directly by Subrecipient or through one or more of its agents, subcontractors, successors or assigns, as determined by the County in its sole discretion.
- b. The County may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by the County in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Subrecipient, its Subcontractors, agents, representatives, contractors, or assigns by which Subrecipient, as determined by the County at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to the County under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:
 - i. Subrecipient fails to fulfill timely any of its obligations under this Agreement;
 - ii. Subrecipient fails to comply timely with directives received from the County or from an agency that is the original source of the Grant funds;
 - iii. Funds provided under this Agreement are used improperly or illegally by Subrecipient;
 - iv. Funding for grant programs are denied, suspended, reduced or eliminated;
 - v. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the County is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);
 - vi. Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;
 - vii. Any certification, license or certificate required by law to be held by Subrecipient or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
 - viii. Subrecipient (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as

now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;

- ix. Subrecipient, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal or state department or local government, including the County.
- c. Subrecipient may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if;
 - i. The County unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period;
 - ii. The County provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 days of being informed that it is contrary to any such law;
- d. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Subrecipient obtain prior approval from the County for any additional expenditures that would obligate County to reimburse it from Grant funds or otherwise.
- e. Notwithstanding the above, or any termination thereunder, neither Subrecipient nor the County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. The County may withhold any reimbursement to Subrecipient in the amount of compensation for damages due the County from Subrecipient (as estimated by the County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.
- f. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Subrecipient under this Agreement shall be delivered to the County within sixty (60) days of the date of termination or upon such date as requested by the County.
- g. Termination of this Agreement shall not impair or invalidate any remedy available to the County or to Subrecipient hereunder, at law, or otherwise.

9. Conflict of Interest

Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and outlines the process for disclosing in writing any potential conflict of interest. Any perceived or actual conflict of interest must be reported to the County in a timely manner in accordance with 2 CFR 200.112.

10. Governing Law; Venue; Consent to Jurisdiction

This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

11. No Third-Party Beneficiaries

The County and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

12. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, or other written instrument, to Subrecipient or the County at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the County, such facsimile transmission must be confirmed by telephone notice to the County's primary contact. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

County Contact Person: Camber Schlag, Marion County Finance, Contracts & Procurement Mgr.
Contact Telephone Number: 503-589-3290
E-Mail Address: ARPARecovery@co.marion.or.us
Mailing Address: 555 Court St NE, Suite 4247, PO Box 14500, Salem, OR 97309

13. Confidentiality

Subrecipient shall and shall require and cause its Subcontractors and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

Subrecipient shall and shall require and cause its Subcontractors and vendors to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

14. Dual Payment

Subrecipient shall not be compensated for work performed under this Agreement from any other department of the County, nor from any other source, including the federal or state government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to the County.

15. Monitoring Required**a. County Authorized to Monitor Subrecipient**

The County shall perform a risk assessment on Subrecipient in order to determine appropriate level of monitoring to ensure compliance with Federal statutes, regulations, and the terms and conditions of Federal awards. The County shall monitor the activities of the Subrecipient as necessary to ensure

that the ARPA/SLFRF program funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the ARPA/SLFRF program; and that ARPA/SLFRF program performance goals are achieved.

i. The County monitoring of Subrecipient shall include at a minimum:

- 1) Reviewing financial and performance reports.
- 2) Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award or other related findings detected through audits, on-site reviews, and written confirmation from the Subrecipient, highlighting the status of actions planned or taken to address Audit findings related to the ARPA/SLFRF program, other federal programs as applicable, or other deficiencies noted that could impact non-compliance of the program.
- 3) Issuing a management decision for applicable audit findings pertaining only to the Federal award.
- 4) The County is responsible for resolving audit findings specifically related to the ARPA/SLFRF program and not responsible for resolving crosscutting findings. If a Subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (*e.g.*, has been debarred or suspended), the County may rely on the Subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the County to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

ii. If necessary, the County may perform additional monitoring activities of the Subrecipient including but not limited to:

- 1) Provide Subrecipients with training and technical assistance on ARPA/SLFRF program-related matters; and
- 2) Perform on-site reviews of the subrecipient's ARPA/SLFRF program operations;
- 3) Arrange for agreed-upon-procedures engagements as described in § 200.425.

b. Subrecipient Noncompliance

Subrecipient shall fully and timely cooperate with the County in the performance of any and all monitoring and enforcement activities. Failure by Subrecipient or any of its Subcontractors or Vendors to comply with this requirement is sufficient cause for the County to require special conditions as described in 2 CFR 200.208 and 2 CFR 200.339.

c. Subrecipient Shall Monitor Its Subcontractors

Subrecipient shall monitor Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, the terms and conditions of Federal award, and this agreement and its exhibits. Subrecipient, at a minimum, shall review Subcontractors records and if necessary, perform onsite visits to monitor the activities and expenditures as is

reasonable to ensure compliance with applicable ARPA/SLFRF program requirements or as otherwise directed by the County, but in no case less than at least once during the term of this Agreement.

The activities of any Subcontractor shall be monitored to ensure, *inter alia*, that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Work.

16. Remedies

- a. If the County determines, in its sole discretion, that Subrecipient has failed to comply timely with any material obligation under this Agreement, including but not limited to any County directive or term of a corrective action plan, County may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Subrecipient's eligibility for other funding from County; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.
- b. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. Except as expressly stated herein, this Section also does not limit Subrecipient's remedies provided under this Agreement, by law, or otherwise, but Subrecipient acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.
- c. No failure or delay by the County to enforce any provision of this Agreement shall constitute a waiver by the County of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
- d. Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

17. Expenditures Properly Supported

Expenditures and Requests for Funds shall be supported by Subrecipient with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of Subcontractors, under their respective contracts with Subrecipient) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. The County may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

18. Unallowable Costs and Lobbying Activities

Subrecipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. Subrecipient shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR 200, or otherwise, as such provisions may be modified from time to time. If

Subrecipient makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, the County may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

19. Disallowance of Costs

The County neither is responsible for nor shall it pay for any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by the County except for costs incurred by Subrecipient solely due to the willful misconduct or gross negligence of the County, its employees, officers or agents. If a cost is disallowed by the County after reimbursement has occurred, Subrecipient shall repay all disallowed costs to the County upon written notice within the time frame specified by the County, which in no event shall exceed thirty (30) days.

Subrecipient shall cooperate and shall cause its Subcontractors to cooperate with the County and all appropriate investigative agencies and shall assist in recovering invalid payments.

20. Records Maintenance

Subrecipient shall, and shall require and cause its Subcontractors to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

Subrecipient and its Subcontractors shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

21. Records Access

The County, State of Oregon, U.S. Treasury, and to any oversight body, including but not limited to Government Accountability Office, Treasury's Office of Inspector General, or any applicable audit agencies of the U.S. Government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Subrecipient and its Subcontractors which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of the County who may take possession of them at any time after three (3) business days' notice to Subrecipient or Subcontractor, as the case may be. Subrecipient or Subcontractor may retain copies of all records taken by the County under this Section.

In its agreements with Subcontractors, Subrecipient shall require and cause its Subcontractors to comply with the requirements of this Section 23 and to grant right of access to and ownership by the County of the subrecipients' books and records related to this Agreement.

22. Audits

If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of guidance at 2 CFR Part 200 Subpart F and other applicable federal regulations, if any.

23. Subcontractor Agreements

The County shall approve all subcontractors prior to Subrecipient entering into subcontractor agreements. Subrecipient shall ensure all subcontractors are selected through procurement standards set forth in the

Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient shall require and cause its subcontractors to comply with all applicable provisions of this Agreement and its exhibits between the County and Subrecipient, each of which must be specifically incorporated into the Subcontractor contracts in a manner satisfactory to the County.

Subrecipient shall require and cause that all its subcontractor agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subrecipient by the County and that the County shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subrecipient shall have a written contract with each subcontractor that is listed in and consistent with the Subrecipient's Work that identifies:

- a. The services that the Subcontractor must provide related to the project.
- b. The laws and regulations with which the Subcontractor must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria, public policy for protecting civil rights and the environment, Subcontractor government-wide administrative mandates affecting the Subcontractor's accounting and record keeping systems, and local laws imposed by Subrecipient).
- c. The Subrecipient's and the County's monitoring rights and responsibilities and the methods used by Subrecipient for monitoring.
- d. A provision to certify that the Subcontractor is an independent contractor and not an agent of the County or of Subrecipient.
- e. Subrecipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.

Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the County and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

- f. Subrecipient shall include Exhibits B, D, E, F, and G on all procurement and contract documents and require all contractors or subcontractors to comply.

24. Insurance and Workers Compensation

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

Subrecipient agrees that insurance coverage, whether purchased or by self-insurance, for Subrecipient's agents, employees, officers and/or subcontractors is the sole responsibility of Subrecipient.

25. Subrecipient Status

Subrecipient shall perform all work under this Agreement as an independent contractor. Subrecipient is not an officer, employee or agent of the County, with respect to work performed under this Agreement.

Subrecipient certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.

26. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

27. Severability

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

29. Grant Funds

Grant funds are used in conjunction with this Agreement. Subrecipient assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Subrecipient or by any of its Subcontractors, agents or assigns and shall, upon breach of grant conditions that require the County to return funds to the grantor, whether such breach is by Subrecipient or by any of its Subcontractors, agents or assigns, hold harmless and indemnify the County for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to the County; or if there are legal limitations on the indemnification ability of the Subrecipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement

30. Indemnity

Subrecipient shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Subrecipient or its officers, employees, Subcontractors, subcontractors, or agents under this Agreement. Subrecipient shall have control of the defense and settlement of any claim that is subject to this section. However, neither Subrecipient nor any attorney engaged by Subrecipient shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Subrecipient settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

31. Subrecipient Procurements

Subrecipients are responsible for ensuring that any procurement using ARPA/SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. All procurement transactions for property or services must be conducted in a manner providing full and open competition.

Subrecipient must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

32. **Prevailing Wage**

If this project meets the requirements under U.S. Treasury's FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Subrecipients and Subcontractor(s) may be otherwise subject to the requirements of Davis-Bacon Act, when APRA funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. State of Oregon Prevailing Wage Laws will apply to these funds.

- a. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). If applicable, Recipient shall:
 - i. comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - ii. pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
 - iii. unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a "public body" and the Project is a "qualified project," as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
 - 1) Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - 2) Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs;
 - 3) Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
 - 4) Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- b. Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

- c. Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

33. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of the County or the Subrecipient with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees shall not exceed the rate charged to the County by its attorneys.

34. Time is of the Essence

Time is of the essence in the performance of all under this Agreement.

35. No Limitations on Actions of The County in Exercise of Its Governmental Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of the County in the exercise of its governmental powers. It is the express intention of the parties hereto that the County shall retain the full right and ability to exercise its governmental powers with respect to the Subrecipient, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall the County have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

36. Amendments

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

37. Merger Clause

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary the County approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

38. CERTIFICATIONS AND SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUBRECIPIENT.

The undersigned certifies under penalty of perjury both individually and on behalf of Subrecipient that:

- a. The undersigned is a duly authorized representative of Subrecipient, has been authorized by Subrecipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subrecipient;
- b. By signature on this Agreement for Subrecipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subrecipient and that Subrecipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.
- c. To the best of the undersigned's knowledge, Subrecipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
- d. Subrecipient is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and
- e. Subrecipient further certifies to having a formal statement of nondiscrimination in employment policy.


SIGNATURE PAGE

SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBRECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.


Authorized Signature: _____
 Title: _____
 Name (Type or Print): Melinda Olinger
 Date: _____
 Telephone Number: _____
 Email Address: molinger@cityofhubbard.org
 Subrecipient Address: _____

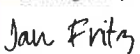
Primary Contact Person (Type or Print): _____
 Primary Contact Telephone Number: _____
 E-Mail Address: _____
 Fiscal Contact Name (Type of Print): _____
 Title: _____
 Email Address: _____

**MARION COUNTY SIGNATURE
 BOARD OF COMMISSIONERS:**

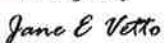
 6/8/2022
 Chair Date

 6/8/2022
 Commissioner Date

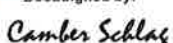
 6.8.2022
 Commissioner Date

Authorized Signature:  5/25/2022
DocuSigned by: DC16351248DE4EC

Chief Administrative Officer Date

Reviewed by Signature:  5/25/2022
DocuSigned by: D0CFC5B04B9F483

Marion County Legal Counsel Date

Reviewed by Signature:  5/24/2022
DocuSigned by: C5B2F3DF257F444

Marion County Contracts & Procurement Date

EXHIBIT A
THE APPLICATION

[The Application on Next Page]



2021 MARION COUNTY ARPA FUNDS APPLICATION ROUND 1

Organization Name: City of Hubbard

Project Title: Water System Improvements

ARPA Funding Category: Category D: Water Infrastructure Project

I. Organization Information

Legal Name of the Organization: * City of Hubbard

Doing Business As (DBA) Name (if applicable): _____

Employer Identification Number (EIN): * 93-0554149

DUNS Number: ** 03-904-3349

**Organization must be able to obtain a DUNS Number by the time the Contract is executed

Organization Street Address: * 3720 Second Street

City: Hubbard **State:** Oregon **Zip Code:** 97032

Organization Mailing Address: P.O. Box 380
(if different from street address)

City: Hubbard **State:** Oregon **Zip Code:** 97032

Organization Website: * www.cityofhubbard.org
(Please enter "N/A" if none)

Applicant Name: * Melinda Olinger

Applicant Title: * Public Works Administrative Manager

Applicant Mailing Address: _____
(if different from organization mailing address)

City: _____ **State:** _____ **Zip Code:** _____

Applicant Phone: * (503) 982-9429 **Applicant E-mail:** * molinger@cityofhubbard.org

Project Contact: _____
(If different from applicant)

Project Contact Phone: (_____) _____ **Project Contact E-mail:** _____

* Response required for application to be considered complete

II. Project Information *(not exceed a total of 25 single-sided, 8.5" x 11" numbered pages)*

1. Describe the organization that will manage the project and include the following:

The City of Hubbard Water System Improvements Project is proposed by the City of Hubbard. The City is home to approximately 3,300 people and located in Marion County, east of Interstate 5, along Oregon 99E between Woodburn and Aurora. The City is responsible for providing several municipal services to its residents including supplying safe potable water. The City's water system is supplied from groundwater drawn from four wells located throughout the City. The City's water source has elevated levels of iron, manganese, and arsenic. The current treatment process includes oxidation, filtration, and disinfection. The source water is oxidized by potassium permanganate, then passes through pressurized green sand filters which capture the oxidized iron and manganese and removes other soluble contaminants, namely arsenic. Sodium hypochlorite is used to provide residual disinfection for the disinfection system. Treated water is distributed to residents through a network of pipes.

As part of proper system maintenance and in compliance with OAR 333-061-0060(5), the City commissioned a Water System Master Plan which:

1. Identifies deficiencies in their existing system,
2. Evaluates system requirements to continue serving users and future community residents in the future, and
3. Develops a strategy for addressing current problems and accommodate future system needs.

Typically, the City relies on user rate increases to fund improvements to the water system. Additionally, recent inflation and concerns over economic stability may make significant user rate increases challenging in the near-term. Receiving funds through this program will allow the City's water system to undertake significant water system improvements that will help preserve existing infrastructure assets, improve public safety, and accommodate anticipated community growth without relying on user rate increases which could impede the growth that the community is trying to promote.

- a. Total estimated project budget

The proposed project consists of five distinct components that have a total estimated budget of \$2,703,000. This estimated budget includes all costs associated with design, permitting, and construction. The table below shows the estimated budgets for each component of the project.

Drinking Water System Asset Group	Component	Estimated Budget
Transmission and Distribution	1) G Street: 3rd/4th St Alley to 4th/5th St Alley	\$ 76,000
	2) G Street: 5th St to 7th St	\$ 152,000
	3) 5th Street: Allan Ave to Kari Ln	\$ 223,000
	4) Fire Hydrant Upgrade Project	\$ 415,000
Treatment	5) Water Treatment Plant Improvements	\$ 2,765,000
Total		\$ 3,631,000

b. Estimated start date and completion dates

Given the nature of the proposed project components, work is expected to occur in distinct phases. Doing so will allow the City to spend some funds quickly with the remainder of the funds being spent over the next several years. Not only will this allow the City to undertake some important system improvements quickly, but it will also allow a portion of the allocated funds to rapidly enter the economy and some funds to be spent over a longer period of time to strengthen the recovery and growth of the local economy. Assuming funding agreement contracts are completed by March 2022, the City can begin the design of Project Components 1 through 4 in April 2022. Design of these projects is expected to be completed quickly with the potential for these projects to be bid and constructed in the summer and fall of 2022. Design of the improvements at the water treatment plant (Component 5) will run concurrently with the design and construction of the other project components, with design completion for Component 5 anticipated by the end of 2022. With approximately three months expected to secure regulatory approval, the City anticipates having regulatory approvals secured and the project bid in the spring of 2023. Construction of the water treatment plant improvements is expected to begin in summer 2023 and continuing into early 2024. It is expected that all funds would be spent on this work by the end of October 2024.

c. List the project team. Include the name, title, employer, and a high-level overview of their role in the project.

Name	Title	Employer	Role
Mike Krebs	Public Works Superintendent	City of Hubbard	Manage all work associated with the project to ensure that the project is designed to meet community needs and is constructed in compliance with all regulatory and funding agency requirements.
Melinda Olinger	Public Works Administrative Manager	City of Hubbard	Manage all contract and financial management components of the project.
Matt Wadlington, P.E.	Principal Engineer	Civil West Engineering Services, Inc. (City of Hubbard Engineer of Record)	Oversee all engineering and construction tasks to ensure conformance with all applicable design standards and regulatory requirements.
Dan Vaage, P.E.	Project Engineer	Civil West Engineering Services, Inc. (City of Hubbard Engineer of Record)	Engineering Support
Eric Molten, EIT	Staff Engineer	Civil West Engineering Services, Inc. (City of Hubbard Engineer of Record)	Engineering Support

2. Describe the project need and the impact the project will have on the local community and Marion County.

The City of Hubbard is a growing, thriving community. Being able to provide an ample supply of safe potable water is critical to support continued population and economic growth. In conformance with state regulations, the City recently completed and adopted a Water Master Plan which identified more than \$7,534,000 of recommended improvements to the water system. The proposed Water System Improvements Project will help the City to provide healthy drinking water to the community by:

- **Increasing the amount of safe drinking water that the City can produce and distribute to its residents such that water availability does not limit natural growth,**
- **Protecting public health and confidence in the City's water system by replacing and augmenting system components used to remove arsenic, iron, and manganese found in the groundwater used to supply the potable water system,**
- **Enhancing public safety by addressing areas of the water system that contribute to substandard water pressure in areas of the City, and**
- **Improving operability of the water system by upgrading antiquated Supervisory Control and Data Acquisition (SCADA) system used by staff to monitor system functions.**

Given the types of work included in the proposed project, it is possible that the City will be able to bid the work as several smaller construction tasks. If feasible, this would provide opportunities for multiple contractors to be involved in construction activities and spread the potential economic benefit to several smaller, local contractors.

3. Describe the project proposal to be accomplished. Identify each project element and include a timeline and key team member(s) who will work on the project.

The five components included in the proposed Water System Improvements project were identified in the 2020 Hubbard Water Master Plan. The City adopted the 2020 Hubbard Water Master Plan on June 9, 2020, through City Council Resolution (Resolution No. 368-2020). Since the adoption of the plan, the City has begun the process of defining the scope of these projects and updating the presented costs to reflect the current construction environment. All project team members will work on all project elements.

Component 1: G Street- Water Main Construction from 3rd/4th St Alley to 4th/5th St Alley
This component was identified in the 2020 Hubbard Water Master Plan as CIP No. M-2. This portion of the project will install an 8-inch water main to tie the water mains running through the 3rd/4th street alley and the 4th/5th street alley together along G Street. There is no water main tying these two watermains at this location. Constructing this watermain will increase system interconnectivity and resilience, emergency preparedness and response, and stabilize water pressure in the area.

Estimated Cost: \$76,000

Estimated Project Dates: April 2022 through December 2022

Component 2: G Street- Water Main Construction from 5th St to 7th St

This component was identified in the 2020 Hubbard Water Master Plan as CIP No. M-3 and will replace an existing 4-inch water main on G Street that connects the 5th Street water main and the 7th Street water main with an 8-inch water main. Currently, the fire hydrants at the intersection of G Street and 7th Street do not have adequate pressure available in the event of a fire. Increasing the size of this water main will allow the fire hydrant to provide water at a flow rate which complies with local fire code requirements, while preserving pressure in the system, improving public health and safety.

Estimated Cost: \$152,000

Estimated Project Dates: April 2022 through December 2022

Component 3: 5th Street- Water Main Construction from Allan Ave to Kari Ln

This component was identified in the 2020 Hubbard Water Master Plan as CIP No. M-4. The existing 5th Street water main between Allan Avenue and Kari Lane is a 2-inch water main and serves a fire hydrant at the entrance to Barendse Park. Due to the small size of this water main, the fire hydrant would not be able to supply water at a rate which complies with local fire code requirements. This portion of the project will replace the existing water main with an 8-inch water main capable of supplying flows to the fire hydrant while maintaining adequate pressure, improving public safety, system resiliency, and the ability to respond to emergencies.

Estimated Cost: \$223,000

Estimated Project Dates: April 2022 through December 2022

Component 4: Fire Hydrant Upgrade Project

This component was identified in the 2020 Hubbard Water Master Plan as CIP No. FH. The master plan identified that many of the fire hydrants throughout the City “are either in poor condition or are an older style of 2-port hydrant that is not compatible with existing firefighting apparatus.” This portion of the project will replace the older fire hydrants with new, modern fire hydrants that are compatible with current firefighting apparatus, thus improving public safety and emergency preparedness throughout the City.

Estimated Cost: \$415,000

Estimated Project Dates: April 2022 through December 2022

Component 5: Water Treatment Plant Improvements

This component was identified in the 2020 Hubbard Water Master Plan as CIP Nos. T-1, P-1, and O-1. The water distribution system is currently pressurized using an elevated tank that was constructed in 1931. Due to this method of system pressurization, the system pressure is quite low and is limiting development, growth, and public safety. The City is planning to increase system pressure by installing a bank of pressure boosting pumps at the Water Treatment Plant. The pumping system will be designed to have adequate capacity in accordance with local fire code requirements. In addition to installing these pumps, the City will install an additional green sand filter at the Water Treatment Plant. The green sand filter is a critical component in the treatment process used to remove arsenic, iron, and manganese from the source water. This project component also includes updating the facility’s existing SCADA system which will increase the operational control of the facility. Additionally, a larger-capacity emergency generator will be installed to ensure that all new and existing critical system components can be powered in the event of a power outage like the one experienced during the February 2021 ice storms. The combination of these improvements will ensure adequate, high quality, potable water is available for the continued growth and economic development of the county and community.

Estimated Cost: \$2,765,000

Estimated Project Dates: April 2022 through June 2024

4. Describe how the project meets the ARPA eligible categories and the specific category requirements according to U.S. Treasury Guidelines, see [State and Local Fiscal Recovery Funds \(marion.or.us\)](https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx).
<https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx>

The proposed project is an Investment in Water and Sewer Infrastructure which is explicitly listed in the Interim Final Rule for Coronavirus State and Local Fiscal Recovery Funds recorded in the Federal Register (86 Fed. Reg. 26802-26804; May 17, 2021). The project components described in Response 3 of this application would be considered "...projects that improve drinking water infrastructure, such as building or upgrading facilities and transmission, distribution and storage systems..." which are specifically allowed uses for these funds (86 Fed. Reg. 26803; May 17, 2021). The Project has been identified by the Oregon Health Authority as being eligible for funding through the Drinking Water State Revolving Fund program (see attached correspondence in Attachment 4).

- a. Describe how the project meets the ARPA period of performance.

The Interim Final Rule for Coronavirus State and Local Fiscal Recovery Funds states that "a recipient may only use funds to cover costs incurred during the period beginning March 3, 2021, and ending December 31, 2024." Additionally, project funds must be returned if they are not obligated by December 31, 2024, and if they are not expended by December 31, 2026 (86 Fed. Reg. 26821; May 17, 2021). To ensure that the funds have the maximum community and economic benefit, the City intends to obligate all funds from this application no later than mid-2023 with all funds expected to be expended by the end of 2024. Refer to Response 1b for additional information on project start and completion dates.

5. Is this project included in an adopted City/County or organization's plan or another documented community need? For example: City Infrastructure Master Plan, City Economic Development Plan, City Transportation Plan or City Strategic Plan, etc.

Yes, the components of the proposed Water System Improvements project are included in the 2020 Hubbard Water Master Plan. The Master Plan was adopted by City Council Resolution on June 9, 2020 (Resolution No. 368-2020). The project component descriptions presented in Response 3 indicate the corresponding project numbers presented in the Capital Improvement Plan included in the Water Master Plan.

6. Describe the organization's experience as a subrecipient. Describe the capacity to successfully manage and submit reporting requirements for the proposed project as a subrecipient of federal awards.

The City has recent experience as a subrecipient of federal awards. The City is currently a subrecipient under the DLCD FEMA Pre-Disaster Mitigation 19 grant award for the completion of the City's addendum in the Marion County Hazard Mitigation Plan update. Additionally, the City Engineer, Civil West Engineering Services, regularly supports clients who have received state and federal funding with the completion of project documentation.

7. Identify and describe partnerships the organization has secured to assist with the project?

The City has hired Civil West Engineering Services as their Engineer of Record. The City will leverage Civil West's experience with the design and construction of public infrastructure improvements for Hubbard and other communities in the Willamette Valley to ensure that the project is designed and constructed according to all applicable codes and standards and that funds secured for the project are managed in accordance with funding source requirements.

8. Describe how the operations will be funded after the project is complete.

Operations costs associated with the proposed project will be funded by water system user rates. The proposed project components are expected to result in minimal additional operational expenses which helps limit the impact to local rate payers.

The City has collected ~\$670,000 in user fees to undertake a portion of the project described in Component 5. Once the work included in Component 5 is implemented, the City anticipates that pressure changes in the distribution system could result in some leaks/breakage of waterlines which will need to be repaired. Funds for those repairs are NOT being requested in this funding application due to the uncertainty associated with the scope of work and the timing of when those repairs may need to be completed. If the City receives funding for the proposed project through this funding application, the City will retain the funds already collected for this project to fund the repair of leaks and breakage.

9. Identify and describe other Federal, State, or local government funding the organization has applied for, including ARPA funds from governments. Include the source(s) and amount(s) applied for, and any awards received.

The City has not applied to or been awarded any other government funding sources in support of this Project.

10. Identify and describe other non-governmental funding sources (e.g. fees, donations, grants) the organization has applied for. Include the source(s) and amount(s) applied for, and any awards received.

The City has collected ~\$670,000 in user fees to undertake a portion of the project described in Component 5. If the City receives funding through this application, the City would use those funds to complete additional work that is expected to result from the completion Component 5, CIP No. P-1.

11. If the total ARPA funding request is not granted, how will the organization be able to complete the project?

If the ARPA funding request is not granted, the City will likely delay the undertaking of some or all of these projects until an alternative funding source can be identified and secured. If the City receives partial funding of the project through this ARPA funding request, the City will pursue other potential funding sources (loans through DWSRF, etc.) or may modify the scope of the project to fit the available funding.

12. Describe how the project will meet project deadlines – include engineering. Identify any reports or other information related to the project such as completed engineering, architectural, or design studies or other technical studies required for the project. Identify the name and a brief description of the completed study. Marion County will request copies of these studies during the technical review period.

The City Public Works Superintendent and Public Works Administrative Manager will be responsible for ensuring that all project deadlines are achieved. The Engineer of Record will be responsible for ensuring that engineering work is completed accurately, on-time, and complies with applicable regulatory standards. The Engineer of Record will provide routine (monthly or more frequent) updates to the Public Works Superintendent and Public Works Administrative Manager during the design process and develop a strategy for designing each of the project components to minimize potential bottlenecks associated with design, regulatory review, or bidding of the project. As described in Response 1b, staggering and parallel work on different project components will likely be used.

Water system improvements like those proposed in this project generally must be included in an approved/adopted Water Master Plan or Feasibility Study to be eligible to receive funding through the Drinking Water State Revolving Fund. Planning level information for all project components was included in the 2020 Hubbard Water Master Plan (Murraysmith) adopted by the City on June 9, 2020. The plan received approval from the Oregon Health Authority on May 5, 2020. The Project has been identified by the Oregon Health Authority as being eligible for funding through the Drinking Water State Revolving Fund program (see attached correspondence in Attachment 4).

13. Provide any additional information related to the project.

Please see the attached Project Summary Map, Attachment 3, Correspondence affirming the Project is eligible for DWSRF financing, Attachment 4, and line item project cost estimates.

Attachment 1. Attestation FormAPPLICANT NAME: City of HubbardADDRESS: 3720 2nd Street, P.O. Box 380, Hubbard OR 97032TELEPHONE NUMBER: 503-982-9429 EMAIL: molinger@cityofhubbard.org WEB SITE: www.cityofhubbard.orgTAXPAYER ID NUMBER: 03-0554149 DATE/STATE OF INCORPORATION: 1891, Oregon

BUSINESS DESIGNATION: ☐ Corporation ☐ Sole Proprietor ☐ Partnership
☐ S Corporation ☐ Non-Profit ☒ Government
☐ Other: _____

CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Applicant that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Applicant acknowledges receipt of all Addenda issued under the Application.
4. The Applicant certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Applicant, acting through its authorized representative, has read and understands all Application instructions, specifications, and terms and conditions contained within the Application and all Addenda, if any;
6. The Applicant agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the Application, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the Application, and Applicant has made no assumptions based upon either (a) verbal or written statements not contained in the Application, or (b) any previously-issued Application, if any.
8. The Applicant agrees that if awarded the Agreement, Applicant shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Application Form is a duly authorized representative of the Applicant, has been authorized by Applicant to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Applicant.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Applicant that all contents of this Application Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the Application may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY**MATTERS** - The Applicant certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;


5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Applicant is unable to certify to any of the statements in this certification, Applicant shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Applicant from award of an agreement under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS APPLICATION SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF APPLICANT'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: 

Print Name: Melinda Olinger

Title: Public Works Administrative Manager

Contact Person (Type or Print): Melinda Olinger, Public Works Administrative Manager

Telephone Number: (503) 982-9429

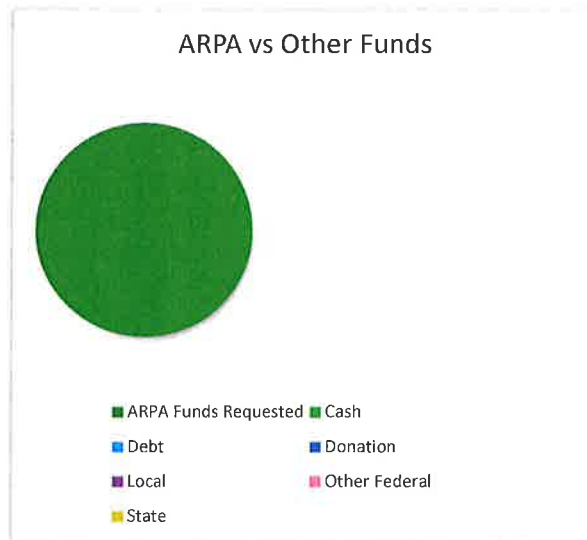
Email: molinger@cityofhubbard.org

The Applicant will notify the County representative on the cover page of this Application within 30 days of any change in the information provided on this form.

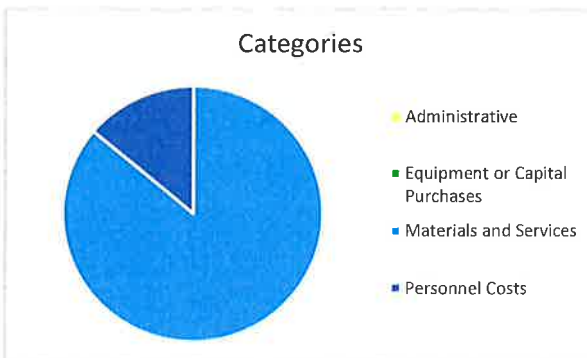
CATEGORY	Int / Ext	ARPA FUNDS REQUEST	OTHER FUNDS (if applicable)		TOTAL
			AMOUNT	SOURCE	\$ 3,631,000.00
Materials and Services					\$ 3,127,000.00
G Street: 3rd/4th St Alley to 4th/5th St Alley	External	\$ 65,000.00			\$ 65,000.00
G Street: 5th St to 7th St	External	\$ 131,000.00			\$ 131,000.00
5th Street: Allan Ave to Kari Ln	External	\$ 192,000.00			\$ 192,000.00
Fire Hydrant Upgrade Project	External	\$ 357,000.00			\$ 357,000.00
Water Treatment Plant Improvements	External	\$ 2,382,000.00			\$ 2,382,000.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Equipment or Capital Purchases					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Personnel Costs					\$ 504,000.00
City Engineer	Internal	\$ 504,000.00			\$ 504,000.00
					\$ -
					\$ -
					\$ -
					\$ -
Administrative					\$ -
					\$ -
					\$ -

Project Budget Summary

Total Project Budget	\$ 3,631,000.00
ARPA Funds Requested	\$ 3,631,000.00
Other Funds	\$ -
Cash	\$ -
Debt	\$ -
Donation	\$ -
Local	\$ -
Other Federal	\$ -
State	\$ -

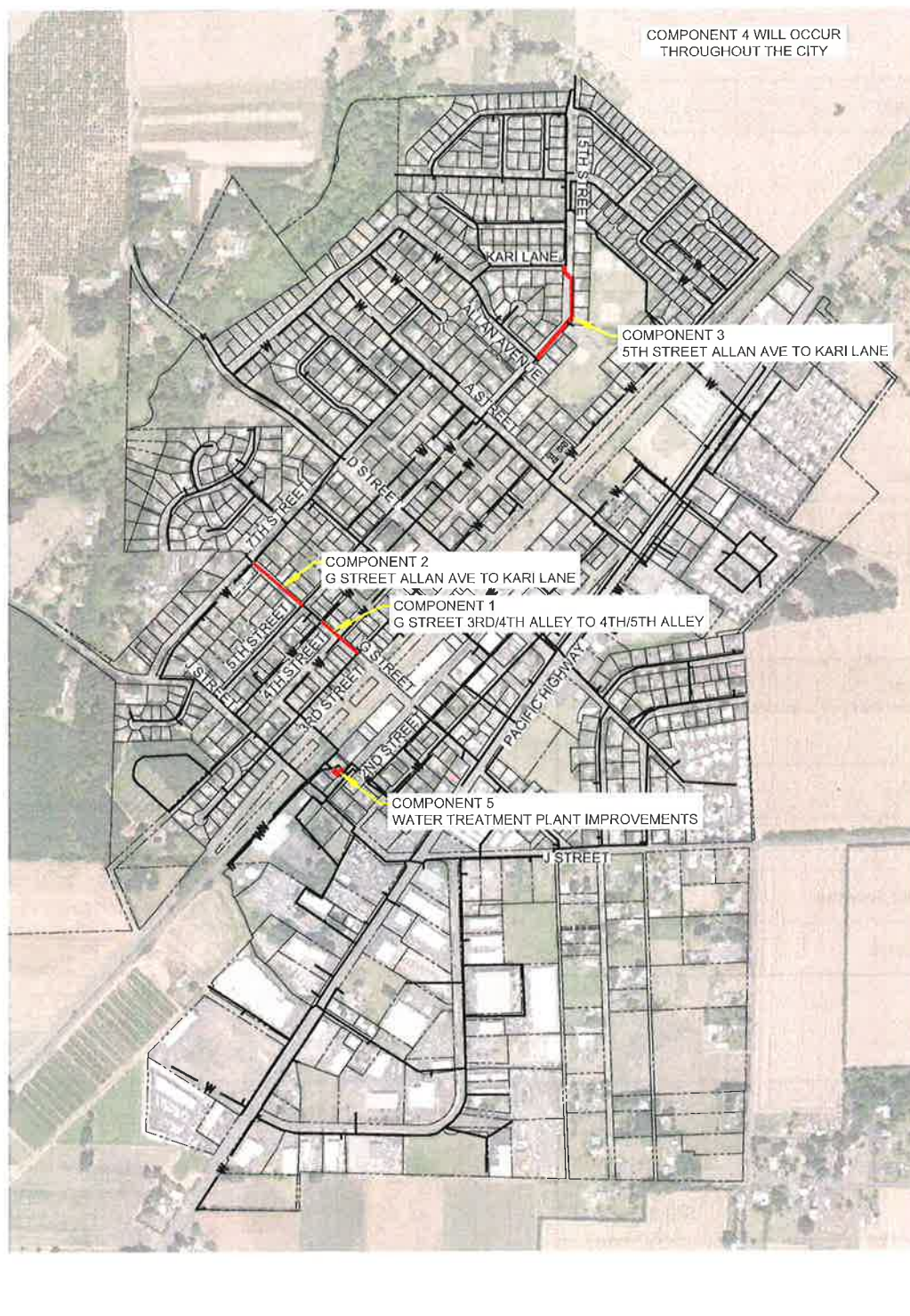


Total Project Budget	\$ 3,631,000.00
Categories	
Administrative	\$ -
Equipment or Capital Purchases	\$ -
Materials and Services	\$ 3,127,000.00
Personnel Costs	\$ 504,000.00

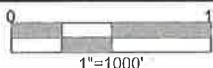


Total Project Budget	\$ 3,631,000.00
Internal	\$ 504,000.00
External	\$ 3,127,000.00





Drawn By: ERM
Date: DEC 2021



PROJECT SUMMARY MAP

FIGURE

MARION COUNTY ARPA GRANT

CITY OF HUBBARD
MARION COUNTY, OREGON

1

ATTACHMENT 4

Melinda Olinger

From: DESEMPLE Adam <Adam.DESEMPLE@dhsola.state.or.us>
Sent: Wednesday, September 22, 2021 4:08 PM
To: Melinda Olinger
Cc: UNGER Jon * BIZ; Lambeth Debra G; Wikstrom Chantal T; BILBERRY Michelle * BIZ; FIELD S Anthony J
Subject: RE: State Revolving Fund Eligibility (American Recovery Act Projects)
Attachments: 368-2020_water_master_plan PENDING PROJECTS.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Thanks for addressing our follow-up questions.

After careful review of these projects and based on the answers provided, OHA would recognize these projects as being eligible for DWSRF financing if an LOI were to be submitted for funding consideration.

Let us know if you have further questions.

Appreciate it.

Adam DeSempole, MBA
Program Coordinator, DWSRF
Oregon Health Authority
Public Health Division
Drinking Water Services
Cell: (503) 956-8287
adam.desempole@dhsola.state.or.us
<http://healthoregon.org/srf>

From: Melinda Olinger <molinger@cityofhubbard.org>
Sent: Wednesday, September 22, 2021 7:50 AM
To: DESEMPLE Adam <Adam.DESEMPLE@dhsola.state.or.us>
Cc: UNGER Jon * BIZ <Jon.Unger@oregon.gov>; Lambeth Debra G <DEBRA.G.LAMBETH@dhsola.state.or.us>; Wikstrom Chantal T <Chantal.T.Wikstrom@dhsola.state.or.us>; BILBERRY Michelle * BIZ <Michelle.Bilberry@oregon.gov>; FIELD S Anthony J <Anthony.J.FIELD S@dhsola.state.or.us>; Melinda Olinger <molinger@cityofhubbard.org>
Subject: RE: State Revolving Fund Eligibility (American Recovery Act Projects)

Think twice before clicking on links or opening attachments. This email came from outside our organization and might not be safe. If you are not expecting an attachment, contact the sender before opening it.

Hi Adam!

Please see my below responses in "red" below. Thank you! 😊

Melinda Olinger

Public Works Administrative Manager

P.O. Box 380

Hubbard OR 97032

503-982-9429

"Be somebody who makes everybody feel like a somebody." ~Kid President

- Office Hours Monday-Thursday 7:00 a.m. to 5:30 p.m. -

From: DESEMPLE Adam <Adam.DESEMPLE@dhsosha.state.or.us>

Sent: Monday, September 20, 2021 1:24 PM

To: Melinda Olinger <molinger@cityofhubbard.org>

Cc: UNGER Jon * BIZ <Jon.Unger@oregon.gov>; Lambeth Debra G <DEBRA.G.LAMBETH@dhsosha.state.or.us>; Wikstrom Chantal T <Chantal.T.Wikstrom@dhsosha.state.or.us>; BILBERRY Michelle * BIZ <Michelle.Bilberry@oregon.gov>; FIELD

Anthony J <Anthony.J.FIELDSD@dhsosha.state.or.us>

Subject: FW: State Revolving Fund Eligibility (American Recovery Act Projects)

Hi Melinda,

Thanks for your patience while we review the project information you provided us and compared it to Hubbard's existing water master plan (MP).

After review, it would appear that many of the projects would be eligible for DWSRF financing. However, these 4 categories might qualify, but without more project details, it's difficult to provide a definitive answer.

1. **New Groundwater Production Well** – MP says with the current wells they can meet current demand (especially if the Well Rehab goes through), but would like another source for backup. What is the primary purpose for this new production well – to meet current and future demand and to be more resilient or something else? **Yes, to be more resilient and to meet both current and future demand. Concerns have been noted in regards to the potential of our casing for Well #1 collapsing.**
2. **Booster Pump Station Replacement** – Primary purpose for the new pumps – replace aging pumps and/or to increase pump capacity to meet current and future demand? **Yes, upgrading outdated equipment, increased pressure and future growth.**
3. **Meters** – MP suggests that the meters are needed to increase capacity and for system resiliency. Based on the attachment, the project description for the meters is replacement. Does this mean the primary purpose is to replace them due to aging or growth? **Yes, replacement due to malfunctioning or obsolete equipment.**
4. **Distribution Mains** – Similar to meters, the MP suggests that the distribution projects are for fire protection, increasing capacity, and for system resiliency. Is the primary purpose to address aging pipes or for growth and/or fire protection? **Yes, replacing antiquated mains, which would also benefit fire protection.**

When you have a moment, let us know the answers to our follow-up questions so we can make a more firm decision for those project categories.

Appreciate it.

Adam DeSemples, MBA

Program Coordinator, DWSRF

Oregon Health Authority

Public Health Division

Drinking Water Services

Cell: (503) 956-8287

adam.desemples@dhsosha.state.or.us

<http://healthoregon.org/srf>

From: DESEMPLE Adam

Sent: Thursday, September 16, 2021 2:21 PM

To: Melinda Olinger <molinger@cityofhubbard.org>

Cc: UNGER Jon * BIZ <Jon.Unger@oregon.gov>; Wikstrom Chantal T <Chantal.T.Wikstrom@dhsosha.state.or.us>;

Lambeth Debra G <DEBRA.G.LAMBETH@dhsosha.state.or.us>; BILBERRY Michelle * BIZ <Michelle.Bilberry@oregon.gov>

Subject: RE: State Revolving Fund Eligibility (American Recovery Act Projects)

Hi Melinda.

Received your call and thank you very much for the email and attachment. The CIP project details is very helpful and will be used to determine [DWSRF](#) eligibilities. Obviously the [City of Hubbard](#) is an eligible entity for DWSRF financing, but we need to determine if the projects you provide are too. And your city council is correct. What we've learned is that projects that are SRF eligible are likely eligible for ARPA funds too.

After first glance it appears that they are all eligible for DWSRF financing. However, I'd like to double-check with OHA technical staff first before giving you a final answer. Additionally, I should note that projects primarily focused around fire protection and future population growth are not eligible. Reasonable growth is acceptable.

I will be in touch after we discuss this internally. If you have questions and/or need to discuss this by phone, please let me know.

Thanks for reaching out.

Adam DeSemples, MBA

Program Coordinator, DWSRF

Oregon Health Authority

Public Health Division

Drinking Water Services

Cell: (503) 956-8287

adam.desemples@dhsosha.state.or.us

<http://healthoregon.org/srf>

From: Melinda Olinger <molinger@cityofhubbard.org>

Sent: Thursday, September 16, 2021 11:54 AM

To: DESEMPLE Adam <Adam.DESEMPLE@dhsosha.state.or.us>

Cc: Melinda Olinger <molinger@cityofhubbard.org>

Subject: State Revolving Fund Eligibility (American Recovery Act Projects)

Think twice before clicking on links or opening attachments. This email came from outside our organization and might not be safe. If you are not expecting an attachment, contact the sender before opening it.

Hi Adam!

I left a voicemail for you, but wanted to follow up with an email.

I am working on project proposals for our City Council to consider using our allotted American Recovery Act funds for. Per the American Recovery Act guidance, water projects which would be eligible for the State Revolving Fund would also be eligible for use of the American Recovery funds.

I have attached a copy of our pending water projects from our recently updated master plan.

Melinda Olinger

Public Works Administrative Manager

P.O. Box 380

Hubbard OR 97032

503-982-9429

"Be somebody who makes everybody feel like a somebody." ~Kid President

- Office Hours Monday-Thursday 7:00 a.m. to 5:30 p.m. -

Table 7-3
CIP Summary

Improvement Category	CIP No.	Project Description	CIP Schedule and Project Cost Summary				Preliminary Cost % to Growth
			5-year thru 2024	10-year 2025-2029	20-year 2030-2039	TOTAL	
Water Supply	W-1	Well rehabilitation (1 well every 5 years)	\$150,000	\$150,000	\$300,000	\$600,000	47%
	W-2	New Groundwater Production Well			\$2,100,000	\$2,100,000	100%
		<i>Subtotal</i>	\$150,000	\$150,000	\$2,400,000	\$2,700,000	\$2,382,000
Treatment	T-1	Treatment Process Improvements	\$150,000			\$150,000	47%
		<i>Subtotal</i>	\$150,000			\$150,000	\$70,500
Pumps	P-1	Booster Pump Station Replacement	\$1,600,000			\$1,600,000	47%
		<i>Subtotal</i>	\$1,600,000			\$1,600,000	\$752,000
Meters	R-1	Production Meter Calibration/Replacement	\$50,000			\$50,000	0%
	R-2	Customer Meter Replacement			\$332,000	\$332,000	0%
		<i>Subtotal</i>	\$50,000		\$332,000	\$382,000	\$0
Distribution Mains	FH	Fire Hydrant Replacement Program	50000	\$50,000		\$100,000	47%
	M-2	G St.: 3 rd / 4 th St. Alley to 4 th /5 th St. Alley		\$65,000		\$65,000	47%
	M-3	G St.: 5th Ave. to 7th Ave.		\$157,000		\$157,000	47%
	M-4	5th St.: Allen Ave. to Kari Ln.		\$155,000		\$155,000	47%
	M-5	Routine Main Replacement Program			\$1,970,000	\$1,970,000	0%
		<i>Subtotal</i>		\$427,000	\$1,970,000	\$2,397,000	\$224,190
Other	O-1	SCADA System Upgrades	\$100,000			\$100,000	47%
	O-2	Reservoir Structural and Seismic Analysis	\$75,000			\$75,000	0%
	O-3	WTP Structural and Sesimic Analysis		\$50,000		\$50,000	0%
	O-4	Water Master Plan Update			\$80,000	\$80,000	0%
		<i>Subtotal</i>	\$175,000	\$50,000	\$80,000	\$305,000	\$47,000
		<i>CIP Total</i>	\$2,125,000	\$627,000	\$4,782,000	\$7,534,000	\$3,475,690

ATTACHMENT 5

Distribution Main Projects

G Street: 3rd/4th St Alley to 4th/5th St Alley

Description	Amount	Unit	Unit Price	Extended Cost
Mobilization, Bonds, and Insurance	1	LS	10%	\$ 4,385
Demolition, Con. Fac., Temp. Controls	1	LS	10%	\$ 4,385
8" Main	300	LF	\$ 100	\$ 30,000
8" Fittings and Appurtenances	1	LS	\$ 8,000	\$ 8,000
Sawcutting	1200	LF	\$ 3	\$ 3,600
AC	15	TON	\$ 150	\$ 2,250
	Subtotal			\$ 52,620
	Engineering (20%)			\$ 10,524
	Contingency (20%)			\$ 12,629
	Total			\$ 75,773

G Street: 5th St to 7th St

Description	Amount	Unit	Unit Price	Extended Cost
Mobilization, Bonds, and Insurance	1	LS	10%	\$ 8,815
Demolition, Con. Fac., Temp. Controls	1	LS	10%	\$ 8,815
8" Main	450	LF	\$ 100	\$ 45,000
8" Fittings and Appurtenances	1	LS	\$ 10,000	\$ 10,000
Hydrant Reconnect	1	EA	\$ 6,000	\$ 6,000
Lateral Reconnect	9	EA	\$ 1,500	\$ 13,500
Meter Replacement	9	EA	\$ 500	\$ 4,500
Sawcutting	1800	LF	\$ 3	\$ 5,400
AC	25	TON	\$ 150	\$ 3,750
	Subtotal			\$ 105,780
	Engineering (20%)			\$ 21,156
	Contingency (20%)			\$ 25,387
	Total			\$ 152,323

5th Street: Allan Ave to Kari Ln

Description	Amount	Unit	Unit Price	Extended Cost
Mobilization, Bonds, and Insurance	1	LS	10%	\$ 12,885
Demolition, Con. Fac., Temp. Controls	1	LS	10%	\$ 12,885
8" Main	675	LF	\$ 100	\$ 67,500
8" Fittings and Appurtenances	1	LS	\$ 14,000	\$ 14,000
Hydrant Reconnect	1	EA	\$ 6,000	\$ 6,000
Lateral Reconnect	14	EA	\$ 1,500	\$ 21,000
Meter Replacement	14	EA	\$ 500	\$ 7,000
Sawcutting	2700	LF	\$ 3	\$ 8,100
AC	35	TON	\$ 150	\$ 5,250
Subtotal				\$ 154,620
Engineering (20%)				\$ 30,924
Contingency (20%)				\$ 37,109
Total				\$ 222,653

Fire Hydrant Upgrade Project

Description	Amount	Unit	Unit Price	Extended Cost
Mobilization, Bonds, and Insurance	1	LS	10%	\$ 24,000
Demolition, Con. Fac., Temp. Controls	1	LS	10%	\$ 24,000
Fire Hydrant	40	EA	\$ 6,000	\$ 240,000
Subtotal				\$ 288,000
Engineering (20%)				\$ 57,600
Contingency (20%)				\$ 69,120
Total				\$ 414,720

Water Treatment Plant Improvements

Description	Amount	Unit	Unit Price	Extended Cost
Mobilization, Bonds, and Insurance	1	LS	10%	\$ 147,500
Demolition, Con. Fac., Temp. Controls	1	LS	10%	\$ 147,500
Pressure Boost Pumps and Fire Flow Pumps	1	LS	\$ 264,000	\$ 264,000
Pressure Tank	1	LS	\$ 300,000	\$ 300,000
200 KW Generator Set and Switch Gear	1	LS	\$ 120,000	\$ 120,000
Piping Work	1	LS	\$ 80,000	\$ 80,000
Concrete Work	1	LS	\$ 25,000	\$ 25,000
Electrical Work	1	LS	\$ 100,000	\$ 100,000
SCADA Upgrade including PLCs	1	LS	\$ 156,000	\$ 156,000
Third Greensand Filter	1	LS	\$ 310,000	\$ 310,000
Replacement Media for Existing Filters	1	LS	\$ 120,000	\$ 120,000
Replace and restructure Roof	1	LS	150,000	\$ 150,000
Subtotal				\$ 1,920,000
Engineering (20%)				\$ 384,000
Contingency (20%)				\$ 460,800
Total				\$ 2,764,800

EXHIBIT A - REVISION 1**Camber Schlag - RE: ARPA Marion County Request for Applications**

From: Melinda Olinger <molinger@cityofhubbard.org>
To: Rebecca Werner <RWerner@co.marion.or.us>, Camber Schlag
<CSchlag@co.mari...>
Date: 2/10/2022 4:45 PM
Subject: RE: ARPA Marion County Request for Applications
Cc: Melinda Olinger <molinger@cityofhubbard.org>
Attachments: 2022 Reduced Award Project Details - Civil West Comments.pdf

Some people who received this message don't often get email from molinger@cityofhubbard.org.

[Learn why this is important](#)

⚠ WARNING: This email originated outside of Marion County.
DO NOT CLICK links or attachments unless you trust the sender and know the content is safe.

Hi Rebecca & Camber!

Thank you again for this opportunity and award of \$1,000,000 for our City's Water System Improvement Project! We have broken our initial proposed project into three parts. Phase 1A, Phase 1B and Phase 2. The Marion County ARPA grant award will be used entirely in Phase 1A.

As requested, below is a summary of the City's revised deliverables and our revised project budget is attached. We anticipate this project will take 119 weeks to complete once a notice to proceed has been issued to our project engineer.

Please let me know if you have any questions or need any additional information. Thank you!

Deliverables:

- **Draft and OHA-reviewed Basis of Design Report describing all improvements to be constructed in Phase 1A and Phase 1B (deliverable from engineer)**
- **Draft and OHA-approved engineering drawings, technical specifications, and contract documents for Phase 1A construction tasks- pressure system improvements, greensand filter media replacement, and SCADA/electrical upgrades (deliverable from engineer)**

- Constructed, tested, and disinfected Phase 1A components according to the OHA-approved engineering drawings, technical specifications, and contract documents (deliverable from Contractor)
- Operations and Maintenance (O&M) manual for Phase 1A facility improvements (deliverable from both engineer and Contractor)
- Draft and OHA-approved engineering drawings, technical specifications, and contract documents for Phase 1B construction tasks- generator, additional greensand filter, building roof (deliverable from engineer)

Melinda Olinger

Public Works Administrative Manager

P.O. Box 380

Hubbard OR 97032

503-982-9429

"Be somebody who makes everybody feel like a somebody." ~Kid President

- **Office Hours Monday-Thursday 7:00 a.m. to 5:30 p.m. -**

From: Rebecca Werner <RWerner@co.marion.or.us>

Sent: Friday, January 28, 2022 4:54 PM

To: Melinda Olinger <molinger@cityofhubbard.org>

Cc: Camber Schlag <CSchlag@co.marion.or.us>

Subject: ARPA Marion County Request for Applications

Please see attached.



Rebecca Werner

Sr. Contracts Specialist

Marion County Finance

rwerner@co.marion.or.us

Office [\(503\) 566-3964](tel:5035663964)

Description	Amount	Unit	Unit Price	Ph 1A (MCARPA Scope of Work)
Mobilization, Bonds & Insurance	1	LS		\$100,000.00
Demolition, Con. Fac., Temp. Controls	1	LS		\$100,000.00
Pressure Booster Pumps & Fire Flow Pumps	1	LS	\$264,000	\$264,000
Pressure Tank	1	LS	\$300,000	\$300,000
Piping Work	1	LS	\$80,000	\$60,000
Electrical Work	1	LS	\$100,000	\$100,000
SCADA Upgrade including PLC's	1	LS	\$156,000	\$156,000
Replacement Media for Existing Filters	1	LS	\$120,000	\$120,000
SUBTOTAL				1,200,000.00
ENGINEERING (20% of non-mobilization or demo costs)				262,500.00
CONTINGENCY (20% of non-mobilization or demo costs)				200,000.00
TOTAL				1,662,500.00

NOTE: Engineering design for Phase 1B included under Engineering Costs

EXHIBIT B
APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These

requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- See §200.322 Domestic preference for procurements.
- Audit Requirements of 2 CFR §200.5XX (Subpart F)
 - Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.
 - Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement

under this or any other agreement between Subrecipient and the County.

- System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.
- Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- See § 200.323 Procurement of recovered materials.
- Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.
- Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.
- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal

governments.

- Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Exhibit C – Federal Funding Information For Subrecipients

As Required By 2 CFR 200.331(a)¹**1. Federal Award Identification**

(i) Subrecipient Name:	Hubbard
(ii) Unique Entity ID #:	HP5RL7JX7JB8
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal Award Date:	3/11/2021
(v) Subaward Period of Performance (Start & End Date):	3/3/21 - 12/31/26
(vi) Amount of Federal Funds Obligated by this Agreement:	
(vii) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	\$1,000,000
(viii) Total Amount of Federal Award committed to Subrecipient by PTE:	\$1,000,000
(ix) Federal Award Project Description:	5-Water, Sewer, and Broadband Infrastructure
(x) Identify the following:	
a) Federal awarding agency	U.S. Treasury
b) Pass-Through Entity,	Marion County, Oregon
c) Contact info for awarding official:	Jan Fritz, CAO
(xi) Identify Program Information	
a) Assistance Listing #:	21.027
b) Program Name:	Coronavirus State and Local Fiscal Recovery Funds
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	None

2. Subrecipient Indirect Cost Rate

Indirect cost rate passed through to subrecipient:	N/A
----------------------------------------------------	-----

3. Additional Requirements or Comments (if any)

Monitoring Requirements are included in Section 15 of this agreement.

¹Subrecipient will comply with Federal statutes, regulations and terms and conditions of the Federal award in accordance with 2 CFR 200.331 (a)(2). Subrecipient will permit the pass-through entity and auditors to have access to subrecipient's records and financial statements as necessary for the PTE to meet requirements of 2 CFR 200.331 (a)(5). Subrecipient will also permit the pass-through entity to have access to subrecipient's records for monitoring the activities of the subrecipient, as necessary, to ensure that the subaward is used for the authorized purposes. Such monitoring will include reviewing the financial and performance reports required by the pass-through entity as well as following up and ensuring the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient in order to meet the requirements of 2 CFR 200.331(d).

Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Organization Name:	City of Hubbard	CMS Number:	BO-4578-22
---------------------------	-----------------	--------------------	------------

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

- ☐ Yes (Skip questions "A" and "B" and finish the certification)
- ☐ No (Proceed to questions "A" and "B")

A. Certification Regarding % and Amount of Annual Gross Revenue from Federal Awards

Did your organization (1) receive 80% or more of its annual gross revenue AND (2) \$25 million or more from federal awards and contracts during the preceding fiscal year?

- ☐ Yes If "Yes," proceed to question "B".
- ☐ No If "No," skip question "B" and finish the certification.

B. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- ☐ Yes If "Yes", where can this information be accessed?
- ☐ No If "No", you must provide the names and total compensation of the top five highly compensated executives below. (For example: *John Blum: \$500,000; Mary Redd: \$50,000; etc.*)

1 _____	\$ _____
2 _____	\$ _____
3 _____	\$ _____
4 _____	\$ _____
5 _____	\$ _____

As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Print Name of Authorized Representative

Print Title of Authorized Representative

Signature of Authorized Representative

Date

Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Background on FFATA Requirements

Under the requirements of the Federal Funding Accountability and Transparency Act (Pub. L. No. 109-282), as amended by Section 6202 of Public Law 110-252, that are codified in 2 CFR Part 170, direct recipients of federal grants or cooperative agreements are required to report first-tier subawards and subcontracts of \$30,000 or more to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS).

Organizations that are requested to complete the FFATA Certification have been identified by Marion County as either a first tier subaward or subcontract and therefore, FFATA requirements are applicable.

Definition of Compensation

Total compensation means the cash and noncash dollar value earned by the executive during the Organizations preceding fiscal year and includes the following: (1) Salary and bonus; (2) Awards of stock, stock options, and stock appreciation rights; (3) Earnings for services under non-equity incentive plans; (4) Change in pension value; (5) Above-market earnings on deferred compensation which is not tax-qualified; and (6) Other compensation, as further defined in FAR 52.204-10(a) and 17 CRF 229.402(c)(2).

**Organizations that receive first tier subawards or subcontracts >\$30,000 are required to comply with FFATA requirements per 2 CFR Part 170 and FAR 52.204-10.*

Exhibit E

**American Rescue Plan Act (ARPA) /
Coronavirus State and Local Fiscal Recovery Funds (SLFRF)
Capital Expenditure Justification Form**

Purpose: To ensure recipient complies with the terms, conditions and requirements of the U.S. Treasury 31 CFR Part 35 SLFRF Final Rule. Recipients must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million.

Capital Expenditures: Per the Uniform Guidance 2 CFR 200.1, the term "capital expenditures" means "expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life."

Organization Name:	City of Hubbard	
Organization Contact Completing Form:		
Date:		
Project Name:	Water System Improvements	
Expenditure Category:	5.11 Drinking water: Transmission & Distribution	
Type of Capital Expenditure ¹ :		
Specify "Other" Expenditure Type:		
Project Amount:	\$	1,000,000
Project Threshold Per Table 1:	\$1M to < \$10M	
CMS # (Marion County to Complete)	4578	

Black shaded cells DO NOT need to be filled out.

1 Describe the harm or need to be addressed.

2 Explanation of why a capital expenditure is appropriate. (For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.)

3 Was there a comparison performed of the approved capital project against at least two alternative capital expenditures?

☐ YES

☐ NO

a) If yes, please demonstrate why the approved capital expenditure is superior.

b) If no, please explain why.

¹ Coronavirus State and Local Fiscal Recovery Funds Project and Expenditures Report User Guide - Appendix H

Marion County to complete this section	
Grant Reviewer:	
Date Reviewed:	
Comments:	

Exhibit E

Table 1 (U.S. Treasury Final Rule, General Provisions: Other, b. Capital Expenditures)

If a project has total expected capital expenditures of	and the use is enumerated in (b)(3), then	and the use is not enumerated in (b)(3), then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

EXHIBIT F

ARPA/SLFRF REPORTING REQUIREMENTS FORM

A.1 Project and Expenditure Report

Department shall complete the Project and Expenditure Report as outlined in the Project and Expenditure Report User Guide dated April 1, 2022, according to the awarded eligibility category. The Board and Designee shall provide the Project and Expenditure Report template to the Department no later than June 15, 2022. Once the Department's total project expenditures have been occurred and the project has completed, a final report shall be submitted, and quarterly reporting requirements will no longer be required.

Project and Expenditure Reports are due according to the following table:

Report	Year	Quarter	Period Covered	Due Date
1	2022	2	Project Commence – June 30	July 15, 2022
2	2022	3	July 1 – September 30	October 15, 2022
3	2022	4	October 1 – December 31	January 15, 2023
4	2023	1	January 1 – March 31	April 15, 2023
5	2023	2	April 1 – June 30	July 15, 2023
6	2023	3	July 1 – September 30	October 15, 2023
7	2023	4	October 1 – December 31	January 15, 2024
8	2024	1	January 1 – March 31	April 15, 2024
9	2024	2	April 1 – June 30	July 15, 2024
10	2024	3	July 1 – September 30	October 31, 2024
11	2024	4	October 1 – December 31	January 15, 2025
12	2025	1	January 1 – March 31	April 15, 2025
13	2025	2	April 1 – June 30	July 15, 2025
14	2025	3	July 1 – September 30	October 15, 2025
15	2025	4	October 1 – December 31	January 15, 2026
16	2026	1	January 1 – March 31	April 15, 2026
17	2026	2	April 1 – June 30	July 15, 2026
18	2026	3	July 1 – September 30	October 15, 2026
19	2026	4	October 1 – December 31	March 15, 2027

A.2 Recovery Plan Performance Report

Department shall complete the Recovery Plan Performance Report. The Board and designee shall provide the Recovery Plan Performance Report template to the Department no later than June 15, 2022.

Recovery Plan Performance Reports are due according to the following table:

Report	Period Covered	Due Date
1	Award Date – June 30, 2022	July 15, 2022
2	July 1, 2022 – June 30, 2023	July 15, 2023
3	July 1, 2023 – June 30, 2024	July 15, 2024
4	July 1, 2024 – June 30, 2025	July 15, 2025
5	July 1, 2025 – June 30, 2026	July 15, 2026
6	July 1, 2026 – December 31, 2026	March 15, 2027

A.3 Federal Funding Accountability and Transparency Act Certification

Department shall require its contractor(s) and subcontractor(s), to complete and include Exhibit

D. Federal Funding Accountability and Transparency Act Certification as part of the contract.

A.4 ARPA/SLFRF Capital Expenditure Justification Form

Department shall require its contractor(s) and subcontractor(s) to complete and include Exhibit E.

ARPA/SLFRF Capital Expenditure Justification Form as part of the contract.

Exhibit G - Marion County Disbursement Request



Recipient:

Project Number:

Project Name:

Date:

Funding Program:

Final Draw? ☐ Yes ☐ No

Assistance Listing (CFDA#):

Reporting Period:

to

(A)	Marion County Funds (Enter Whole Dollars Only)				Other / Matching Funds (Enter Whole Dollars Only)				All Funds
	(B)	(C)	(D)	(E) = [B-C-D]	(F)	(G)	(H)	(I) = [F-G-H]	(J) = [C+D+G+H]
Category	Approved Budget	Prior Disbursements	Current Request	Balance	Approved Budget	Prior Expenditures	Current Expenditure	Balance	Disbursed & Expended
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials and Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment or Capital Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Certification: I certify that the data is correct and that the amount requested is not in excess of current needs, nor has been already reimbursed by federal, state, or other resources.

Authorized Signature and Title		Date
Authorized Signature and Title (if necessary)		Date
Project Contact for Payment Notification		Phone Number
Email Address		

For Marion County Use Only: I have reviewed this request and approve payment to the above mentioned recipient in the amount(s) listed below.

Dollar Amount	Costing	PO #
\$ -		CMS #
Authorized Signature and Title		Date
Authorized Signature and Title		Date
Authorized Signature and Title		Date

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject us to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Additional Information Required:

Supporting documentation (e.g. invoice(s), GL reports, timekeeping records, etc.) must be recorded on Detail worksheet.

Upon completion, print Disbursement Request and Detail to PDF, sign electronically, and attach copies of supporting documentation.

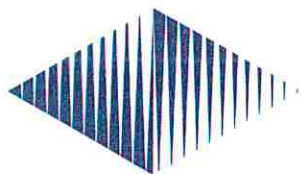
Submit to ARPArecovery@co.marion.or.us for review and processing of reimbursement.

Questions about this form can also be directed to ARPArecovery@co.marion.or.us.

Marion County Disbursement Request Detail

Recipient:	Date:	1/0/1900
Project Name:	Project Number:	0
Funding Program:		

Date	Description	Personnel Services	Materials & Services	Equip or Capital Purchases	Administrative	Total
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
insert extra lines if needed						-
Total Disbursement Request		-	-	-	-	-



GROVE, MUELLER & SWANK, P.C.

Certified Public Accountants and Consultants

475 Cottage Street NE, Suite 200, Salem, OR 97301
(503) 581-7788 • FAX (503) 581-0152 • www.gms.cpa

June 20, 2022

Management and City Council
City of Hubbard
3720 Second Street
Hubbard, Oregon 97032

The following represents our understanding of the services we will provide the City of Hubbard (hereafter referred to as the City).

You have requested that we audit the modified cash basis governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2022, and for the year then ended and the related notes, which collectively comprise the City's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Supplementary information will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- 1) Combining fund statements (modified cash basis)
- 2) Schedules of revenues, expenditures and changes in fund balances (modified cash basis) – budget to actual

Management's discussion and analysis accompanying the financial statements is considered other information and will not be subjected to the auditing procedures applied our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information.

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and the Minimum Standards for Audits of Oregon Municipal Corporations. As part of an audit in accordance with U.S. GAAS and the Minimum Standards for Audits of Oregon Municipal Corporations, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- a. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- b. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- c. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- d. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the Minimum Standards for Audits of Oregon Municipal Corporations.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with the modified cash basis of accounting.
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the City complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during

- the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 - h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 - i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
 - j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, we will prepare the financial statements of the City in conformity with the modified cash basis of accounting based on information provided by you.

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- a. We will perform the services in accordance with applicable professional standards.
- b. The nonattest services are limited to the financial statement preparation services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We also will issue a written report on compliance with the Minimum Standards for Audits of Oregon Municipal Corporations upon completion of our audit.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for timing and completion to meet the needs of the City.

Ryan T. Pasquarella, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Grove, Mueller & Swank, P.C.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that Grove, Mueller & Swank, P.C.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees are based on the amount of time required at various levels of responsibility. We estimate that our fee for the audit will be \$18,400. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Invoices will be rendered monthly and are payable upon presentation.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report or for any additional period requested by the State.

At the conclusion of our audit engagement, we will communicate to City Council the following significant findings from the audit:

- a. Our view about the qualitative aspects of the City's significant accounting practices;
- b. Significant difficulties, if any, encountered during the audit;
- c. Uncorrected misstatements, other than those we believe are trivial, if any;
- d. Disagreements with management, if any;
- e. Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- f. Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- g. Representations we requested from management;
- h. Management's consultations with other accountants, if any; and
- i. Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Grove, Mueller & Swank, P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the State or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. If requested, access to such audit documentation will be provided under the supervision of Grove, Mueller & Swank, P.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to authorized personnel or its designee. The authorized personnel or its designee may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

Grove, Mueller & Swank, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

RESPONSE:

This letter correctly sets forth the understanding of the City of Hubbard.

Management

signature: _____

Title: _____

Date: _____

Governance

signature: _____

Title: _____

Date: _____

CITY OF HUBBARD
CONTRACT FOR SERVICES

THIS CONTRACT, made this 20th day of June 2022, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.740 between Grove, Mueller & Swank, P.C., Certified Public Accountants of Salem, Oregon, and City of Hubbard, Oregon (the City), provides as follows:

It hereby is agreed that Grove, Mueller & Swank, P.C. shall conduct an audit of the accounts and fiscal affairs of the City, for the fiscal year beginning July 1, 2021, and ending June 30, 2022, in accordance with the Minimum Standards for Audits of Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of the City, and to determine if the City has complied substantially with appropriate legal provisions.

Grove, Mueller & Swank, P.C. agrees that the services contracted to perform under this contract shall be rendered by or under personal supervision and that the work will be faithfully performed with care and diligence.

It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of Grove, Mueller & Swank, P.C. are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered to the City, who shall instruct in writing Grove, Mueller & Swank, P.C. concerning such additional services.

The audit shall be started as soon after this contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than six months, after the close of the audit period covered by this contract (unless agreed to by both parties). Adequate copies of such report shall be delivered to the City, and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.

It is understood and agreed that the City, is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period.

In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, the City of Hubbard, Oregon hereby agrees to pay Grove, Mueller & Swank, P.C. the fee as described in the audit engagement letter dated June 20, 2022 and the City hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.



Ryan T. Pasquarella
Grove, Mueller & Swank, P.C.

Authorized Signer
City of Hubbard, Oregon

June 20, 2022
Date

Date