

**MEETING NOTICE FOR THE  
CITY OF HUBBARD  
3720 2<sup>nd</sup> Street, Hubbard**

**TUESDAY**

**NOVEMBER 8, 2022**

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

**This meeting is a “hybrid” meeting: Staff and Council members can choose to attend in person or over Zoom.**

**The public may also attend in person or via computer, phone and/or 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/81524863053?pwd=c0dKR3RNSmJnSzFnRmw3SDRTNDd5dz09>

Meeting ID: 883 4397 5577      Passcode: 942406

One tap mobile

+16694449171,,88343975577#,,, \*942406# US

+16699006833,,88343975577#,,, \*942406# US (San Jose)

Dial by your location

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 876 9923 US (New York)

+1 646 931 3860 US

+1 689 278 1000 US

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

Meeting ID: 883 4397 5577

Passcode: 942406

Find your local number: <https://us02web.zoom.us/u/kbGyPQFRY8>

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: [vlmogle@cityofhubbard.org](mailto:vlmogle@cityofhubbard.org); Phone No. 503.981.9633; or Hubbard City Hall, 3720 2<sup>nd</sup> 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](http://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 11/2/2022, 4:00 p.m.**

**Vickie L. Nogle, MMC, Director of Administration/City Recorder**

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

**NOVEMBER 8, 2022 – 6:30 PM**

**LOCATION: City Council and Staff will meet at the  
HUBBARD CITY HALL (3720 2<sup>ND</sup> STREET)**

This meeting is a “hybrid” meeting: Staff and Council members can choose to attend in person or over Zoom.

The public may also attend in person, via computer, phone and/or YouTube. (Refer to the Cover Sheet for details).

**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>

**Closed Executive Session approximately 6:30 p.m.**

- 1) **CALL TO ORDER.**  
A) Flag Salute.
- 2) **COUNCIL RECESS OPEN PUBLIC MEETING AND CONVENE CLOSED EXECUTIVE SESSION TO CONSIDER THE EMPLOYMENT OF A PUBLIC OFFICER, EMPLOYEE, STAFF MEMBER OR INDIVIDUAL AGENT ORS 192.660(2)(A). PURSUANT TO ORS 192.660(4) COUNCIL SPECIFICALLY REQUEST THAT MEMBERS OF THE MEDIA AND OTHER ATTENDEES NOT DISCLOSE MATTERS DISCUSSED IN THE EXECUTIVE SESSION.**

**Re-convene open meeting at approximately 7:00 p.m.**

- 3) **COUNCIL CLOSE EXECUTIVE (CLOSED) SESSION AND RECONVENE PUBLIC (OPEN) MEETING.**
- 4) **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>
- 5) **DISCUSSION REGARDING HUBBARD DEVELOPMENT CODE SECTION 2.303, HOME OCCUPATION- City Planner Holly Byram, MWVCOG.** *(Refer to Memo dated November 1, 2022)*
- 6) **MAYOR’S AND/OR COUNCIL’S PRESENTATIONS.**
- 7) **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.

- 8) **DISCUSSION REGARDING PFAS (Per- and Polyfluoroalkyl Substances) COST RECOVER PROGRAM – Public Works Administrative Manager Melinda Olinger.** *(Refer to Public Works Administrative Manager Report)*
- 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 City Council minutes.**  
1. **September 13, 2022, regular meeting.**  
2. **September 21, 2022, special meeting.**
- B) **Approval of the October 2022 Check Register Reports.**
- C) **Approval of application for North Marion Fellowship to use Centennial Park December 2, 2022, for a Christmas Tree Lighting Ceremony, and authorization for City to pay for the lighting costs.** *(Refer to the Public Works Administrative Manager report)*
- D) **Approval of ARPA Funded Social Services Grant Agreement between the City of Hubbard and the Bricks for North Marion, Inc., and authorize the Mayor to sign.** *(Refer to the Police Chief's report)*
- E) **Approval of ARPA Funded Social Services Grant Agreement between the City of Hubbard and Love Santa, Inc., and authorize the Mayor to sign.** *(Refer to the Police Chief's report)*
- F) **Approval of ARPA Funded Social Services Grant Agreement between the City of Hubbard the Love Inc. of the North Marion County, and Mayor to sign.** *(Refer to the Police Chief's report)*
- G) **Approval of 2% Incentive Pay increase for Vickie Nogle (Director of Administration/City Recorder) for obtaining the Local Government Management Certificate (LGMC), effective November 1, 2022.** *(Refer to Director of Administration/City Recorder report)*
- 10) **OTHER CITY BUSINESS.**
- 11) **ADJOURNMENT.** (Next regular scheduled meeting December 13, 2022, at 7:00 p.m.)

**\*\*\*\*\*ACCESSIBILITY NOTICE\*\*\*\*\***

**Please contact the Director of Administration/City Recorder, Hubbard City Hall, 3720 2<sup>nd</sup> 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.**



100 HIGH STREET S.E., Suite 200 | SALEM, OREGON 97301 | [www.mwvcog.org](http://www.mwvcog.org)  
T: 503.588.6177 | F: 503-588-6094 | E: [mwvcog@mwvcog.org](mailto:mwvcog@mwvcog.org)  
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DATE: November 1, 2022  
TO: Mayor Rostocil and City Council  
FROM: Holly Byram, Contract City Planner, MWVCOG  
RE: **Home Occupation Procedures**

**SUMMARY:**

The City Council requested a staff summary of procedures for Home Occupations in Hubbard.

**HOME OCCUPATION PROCEDURES:**

**2.303.02 Process**

- A. Home occupations that meet the General Standards of Section 2.303.01 and that are fully enclosed within a primary residential use are allowed outright as an accessory use to any residential use in the City of Hubbard.
- B. A home occupation that is not fully enclosed within a primary structure (residence) but meets all of the General Standards of Section 2.303.01 may be permitted, subject to the Type I approval process listed in Section 3.201.01.
- C. A home occupation that exceeds one or more of the General Standards of Section 2.303.01 may be permitted subject to review and approval of a conditional use permit pursuant to Chapter 3.103.
- D. If the City Recorder, or the Recorder's designee, finds that the facts of the particular case require interpretation of existing standards, then a public hearing before the Planning Commission for their review as a Type II action.
- E. The standards of this Section shall govern all home occupations.

Some of the procedural language above is unclear, specifically subsection (A). A question recently raised is whether “allowed outright” implies that no procedure at all is required, or that no discretion is required in the quick review, as it is with subsections (B), (C), and (D), which send the Home Occupation to the Planning Commission for decision, and/or require a conditional use permit to operate.

HDC Section 3.101.01 states that Home Occupations are a Type I Level 2 action, which is a final decision made by the Planning Commission (with no hearing). Home Occupations are also listed under a Type II action, when referred to the Planning Commission for interpretation or conditional use permit (with a

public hearing). These action types are for special circumstances, whereas most are processed as a Type I Level 1 (quick staff level decision, no Planning Commission).

#### **HISTORY:**

While the HDC language is somewhat unclear, the staff procedure has remained relatively consistent for over 20 years. The electronic land use files at the MWVCOG contain 26 Home Occupation application files, ranging from the year 1998 to 2021. In the vast majority of those, the decision document is a one-page staff approval which describes/documents the nature of the business, and then attaches the two-page rules for Home Occupations, found in section 2.303 of the Hubbard Development Code (HDC). Many of those decisions were also mailed to neighbors within 100 feet of the property, granting the ability to either comment prior to the decision or to appeal the decision, in the event that an applicant had not been completely transparent about the subject business operation. In the files, very few Home Occupations ever rose to the level of a Planning Commission decision being required by the nature of the proposed business. Once the Home Occupations were approved, businesses were then cleared to register their business with the City. Example attached.

**The purpose of the brief staff-level review in a one-page letter is not just confirming that all standards are met, but also to document the specific proposed business details, in case the business model changes over time from what was originally reviewed and approved as a Home Occupation to a format less compatible with the zone or resulting in nuisance. Home Occupations are allowed as an accessory use in a residential dwelling unit. The residential use of the property is the primary land use. Neighboring property owners expect that to be the case when they make an investment, purchasing a residential property in most residential zones.**

#### **HOME OCCUPATION FEES:**

The City's land use application deposit schedule was last updated/adopted with Resolution No. 685-2020. The levels of Home Occupation fees do not directly correspond with the levels of review in subsections A – D. It should be revised. That schedule includes the following:

##### **HOME OCCUPATION**

A.	Home occupations	Actual cost \$1,500 deposit
B.	Staff review only	Actual cost \$1,000 deposit
C.	Staff review only (office/sign only)	Actual cost \$ 300 deposit

#### **CITY COUNCIL OPTIONS:**

If the City Council agrees with the method used to date, a simple one-page staff approval, the code and fees can be clarified by explicitly stating the application types (A) is a Type I Level 1, (B) is a Type I Level 2, (C) and (D) are both Type II. The fees could then be reduced/adjusted to correspond with those levels of review.

If the City Council desires to modify or clarify the language of the Hubbard Development Code, that can be done during the next round of code amendments. Legislative amendments to the Hubbard Development Code must be initiated by a City Council motion, include notice to the state and the public, and require two public hearings prior to an enacting ordinance. For this reason, cities often maintain a running list of potential code amendments, then review a package of various amendments every couple of years. If there is concern about the deposit amounts, those can also be amended by resolution, if the City Council deems appropriate.

## FOR QUICK REFERENCE

### **3.100 APPLICATION REQUIREMENTS AND REVIEW CRITERIA**

#### **3.101.01 Type I Action**

*A. A Type I , Level 1, action is a ministerial review process without a public hearing in which City staff apply clear and objective standards that do not allow much discretion. Public notice is provided as required for a Type I Action, Section 3.201.01. Appeal is to the Planning Commission. The following action is processed under the Type I procedure...*

*B. A Type I , Level 2, action is a limited land use decision in which the Planning Commission apply clear and objective standards. The Planning Commission makes a decision on the application but does not conduct a public hearing, unless specifically required by this Ordinance. Public notice is provided as required for a Type I Action, Section 3.201.01 if no public hearing is conducted. Public notice is provided as required by Section 3.202.02 if a public hearing is conducted. Appeal is to the City Council. The following actions are processed under the Type I, Level 2, procedure:*

*Home occupation (unless referred to the Planning Commission for review as a Type II action)*

#### **3.101.02 Type II Actions**

*A Type II action is a quasi-judicial review in which the Planning Commission applies a mix of objective and subjective standards that allow considerable discretion. Public notice and a public hearing is provided. Section 3.202 lists the notice requirements. Appeal of a Type II decision is to the City Council. The following actions are processed under a Type II procedure:*

*Home Occupation (if referred to the Planning Commission)*



Hubbard City Hall  
3720 Second Street  
P.O. Box 380  
Hubbard, Oregon 97032  
(503) 981-9633

## Decision Home Occupation 2021-01

February 26, 2021

Josefina Verastegui &  
Ricardo Verastegui  
3433 Hoodview Drive  
Hubbard, OR 97032

EXAMPLE

RE: Application for Home Occupation (file #HO 2021-01), Tax lot 041W34CB02800

Dear Ms. Verastegui,

Your Home Occupation application requests approval for a massage therapy business located in your home at 3433 Hoodview Drive in Hubbard. Your application states that you will have one employee, that you will not have any business vehicles on site, and that you will have one unlit sign two (2) square feet in size. Your hours of operation will be 12pm to 8pm. Your business will not cause any changes to the structure or landscaping of the property, and it will not produce any noise. The vehicle trips to the site estimated at one vehicle per client. Please note that pursuant to the City of Hubbard Home Occupation Standards (2.303.01C) there is a limit of 20 vehicle trips per day, which translates into 10 clients vehicle round-trips per day maximum.

Based upon the operation described in the application, and your continued compliance with the standards of the Hubbard Development Code, Section 2.303 (attached), your application for a Home Occupation is APPROVED. Notice of this decision is provided to property owners within 100 feet. If no appeal is filed with the City of Hubbard within twelve (12) days of this decision date, the approval is effective on March 10, 2021.

Before starting your business, please contact Vickie Nogle at City Hall to register your business with the City of Hubbard.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Byram".

Holly C. Byram  
City Planner, MWVCOG  
hbyram@mwvcog.org, (503)540-1617

Attachment 1: Hubbard Development Code, Section 2.303 Home Occupation Standards

Cc: Vickie Nogle, City Recorder



## ATTACHMENT 1

## HUBBARD DEVELOPMENT CODE

## 2.303 HOME OCCUPATIONS

## 2.303.01 Standards

Home occupations may be allowed as an accessory use on any property on which there is a residence, subject to the following standards and restrictions:

- A. Participation. The home occupation shall include at least one member of the family residing in the residence.
- B. Character. The character and primary use function of the residence and premises shall not be changed by the use of colors, materials design, construction, lighting, landscaping or lack of landscaping.
- C. Traffic. A home occupation located on a local street or privately maintained road serving three or more residences, shall not generate more than twenty (20) vehicle trips in one day. A "trip" is a vehicle traveling in one direction to or from a source. Twenty (20) trips is equivalent to ten (10) round trips.
- D. Noise. A home occupation shall not create noise of a type, duration or intensity which, measured at the property line, exceeds 60 DBA between the hours of 7:00 a.m. and 6:00 p.m. No noise shall be created by the home occupation between the hours of 6:00 p.m. and 7:00 a.m. that is detectable to normal sensory perception, off the premises of the home occupation.
- E. Equipment and Process Restrictions. No home occupation conducted within a single-family detached residence or an accessory structure shall create vibration, glare, fumes, odors or electrical interference detectable to the normal sensory perception, off the property. No home occupation conducted in a residence other than a single family detached residence shall create vibration, glare, fumes, odors or electrical interference detectable to normal sensory perception outside the dwelling unit. In the case of electrical interference, nothing shall be used which creates visual or auditory interference in any radio or television off the premises.
- F. Hazards. No equipment, process or material shall be used which will change the fire rating or structure separation, fire wall or ventilation requirements for the structure in which the home occupation is located. No hazardous materials shall be used or stored on the property on which a home occupation is located, in quantities not typical of those customarily used in conjunction with activities or primary uses allowed in the zoning district.
- G. Signs. Signing shall be as provided in Section 2.206.
- H. On-Premise Client Contact. Customer and client contact shall be primarily by telephone or mail, and not on the premises of the home occupation, except those home occupations, such as tutoring, counseling or personal services, which cannot be conducted except by personal contact. Services or sales conducted on the premises shall be by appointment only, and shall not be oriented toward, or attract off-the-street customer or client traffic.

- I. Deliveries and Large Vehicle Storage. Delivery of materials to and from the premises shall not involve the use of vehicles over two (2) ton capacity, except parcel post or United Parcel Service trucks. No vehicle over one (1) ton capacity used in conjunction with a home occupation shall be stored on the property or on public rights-of-way.
- J. Parking. Parking spaces needed for the conduct of a home occupation shall be provided off the street, in defined areas which are appropriately designed and surfaced for that purpose, and not located within the side or rear yard setbacks of the district. No more than two (2) home occupation-related vehicles shall be located on the property at one time. In the case of vehicle repair services, only two (2) vehicles shall be located and repaired on the property at one time, and shall be located and repaired within an enclosed structure. Except when access to the property is from a local or collector street, adequate maneuvering room shall be provided on-site to allow vehicles to leave the property front-end first.
- K. Storage and Use of Yard Areas. Storage of tools, equipment and materials, and display of merchandise and all other activities associated with a home occupation, except as provided above for parking, shall be contained and conducted wholly within covered and enclosed structures and shall not be visible from the exterior of the containing structure(s). Home occupations which involve the care of children by a babysitter, as defined in Section 1.200, may use yard areas.

## **Chapter 5.01 BUSINESS REGISTRATION**

Sections:

[5.01.010 Purpose.](#)

[5.01.020 Definitions.](#)

[5.01.030 Exemptions.](#)

[5.01.040 Registration required.](#)

[5.01.050 Application.](#)

[5.01.060 Fee.](#)

[5.01.070 Use of revenue.](#)

[5.01.080 Transfers, relocations, and term of registrations.](#)

[5.01.090 Delinquency charge.](#)

[5.01.100 Disclaimers and exemptions.](#)

[5.01.110 Violation – Penalty.](#)

### **5.01.010 Purpose.**

This chapter is enacted to assist law enforcement, fire department, and emergency medical services. A registration fee will be instituted to recuperate the necessary expenses required to undertake the administration of this chapter, and to provide for the health, safety, and welfare of the citizens of Hubbard. (Ord. 226-2000 § 1, 2000)

### **5.01.020 Definitions.**

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have meaning given herein unless the context requires otherwise:

- (1) "Business" means all kinds of vocations, occupations, professions, enterprises, establishments, and all kinds of activities and matters, together with all devices, machines, vehicles and appurtenances used therein, any of which are conducted for private profit, nonprofit, or benefit, either directly or indirectly, on any premises in the city. This definition includes, but is not limited to, any transaction involving the rental of property, the manufacture or sale of goods, or the sale or rendering of services other than as an employee.
- (2) "The city" means the city of Hubbard, Oregon.
- (3) "The city council" means the city council of the city of Hubbard, Oregon.

(4) "Employee" means any individual who performs services for another individual or organization having the right to control the employee as to the service to be performed and as to the manner of performance.

(5) "Garage sale" means a commercial activity, open to the public, conducted at a private residence where personal property is sold, or auctioned to others, provided the number of sale days at a particular residence does not exceed three days per occurrence, and no more than two occurrences per calendar year.

(6) "Cottage industry/home occupation" means an accessory use of a dwelling unit for gainful employment involving the manufacture, provision, or sale of goods and/or services. The primary use of the dwelling unit is residential.

(7) "Person" means and includes individual natural persons, partnerships, joint ventures, societies, associations, clubs, trustees, trusts or corporations or any officers, agents, employees or any kind of personal representative thereof, in any capacity, either on that person's own behalf or for any other person, under either personal appointment or pursuant to law.

(8) "Premises" means and includes all lands, structures, places and also the equipment on appurtenances connected or used therewith any business, and also any personal property which is affixed to or is otherwise used in connection with any such business conducted on such premises.

(9) "Residential rental unit" means a dwelling containing one or more separate living quarters, one or more of which is rented, leased, or let in exchange for full or partial monetary compensation. (Ord. 226-2000 § 2, 2000)

#### **5.01.030 Exemptions.**

(1) Persons whose sole business activity is making deliveries or taking orders from duly registered businesses within the city are exempt from this chapter.

(2) Persons whose gross receipts from business conducted both within and without the city amount to less than \$2,500 in any one calendar year. The person shall provide, upon demand by the city, proof that verifies said amount. If necessary, provide further information that this particular exemption does not supersede the applicability of the exemption for garage sales as defined in this chapter.

(3) The operation of a business, display, or sales space at any special event with a duration of three days or less shall not be required to register under this chapter.

(4) Nonprofit organizations, religious organizations, civic organizations and clubs wishing to canvass for funds or sell door-to-door to raise funds, or conduct fund-raising events to be used solely for the purpose for which the organization was created, and from which no third party

receives a profit.

(5) Garage sales as defined in this chapter.

(6) Any person required to be licensed through any other city ordinance including, but not limited to activities such as “peddlers and solicitors,” “public dances,” or other licensed activities.

(7) Persons who own and rent residential rental units but who are not licensed real estate property managers as defined in ORS 696.010(e). (Ord. 238-2000, 2000; Ord. 226-2000 § 3, 2000)

#### **5.01.040 Registration required.**

(1) No person shall engage in any business within the city or transact any business specified in this chapter, without first obtaining registration and paying the fee prescribed. The provisions of this chapter shall be in addition to any other fee or requirements imposed by the city of Hubbard.

(2) The agents of a nonresident proprietor engaged in any business for which registration is required by this chapter, or for any penalty assessed under this chapter, to the extent and with like effect, as if such agent or agents were themselves the proprietors or owners of the business.

(3) A person engaged in business in more than one location, or in more than one business registered under this chapter at the same location, shall make a separate application, but pay only one fee, unless the secondary business location is used as storage to support the main business.

(4) A person representing himself/herself, or exhibiting any sign or advertisement that he/she is engaged in a business within the city shall be deemed to be actually engaged in such business and shall be liable for the payment of such registration fee and subject to the penalties for failure to comply with the requirements of this chapter.

(5) No person shall maintain or operate one or more residential rental units without first obtaining a business registration certificate and paying the prescribed fees. (Ord. 226-2000 § 4, 2000)

#### **5.01.050 Application.**

(1) Application for business registration, and for renewal of business registration shall be made to the office of the recorder upon forms furnished by the city. Each application shall state:

(a) The name and address of the proposed business location in the city.

(b) A description of the business activity to be carried on.

(c) The name, address, and business phone number of the applicant or agent.

(d) Phone number, in case of emergency, of at least one person other than the above applicant or agent.

(e) The name, address, and business phone number of the proprietor if different than that of

the applicant.

(f) Number of employees.

(g) Will list at least two representatives with phone numbers that can respond to after hours incidents deemed necessary for police, fire, EMS response.

(h) Identify if the business is protected by intrusion/fire alarms, and who monitors the system.

(2) The city staff may require the applicant to supply any additional information necessary for administrative or emergency purposes. (Ord. 226-2000 § 5, 2000)

**5.01.060 Fee.**

(1) Fees are for the purpose of defraying administrative costs.

(2) An initial fee of \$50.00 will be collected at the time of application. A \$50.00 annual fee will be charged thereafter.

(3) The business registration fee shall be paid annually in advance of the business registration year. (Ord. 321-2012, 2012; Ord. 273-2003, 2003; Ord. 226-2000 § 6, 2000)

**5.01.070 Use of revenue.**

The revenue derived from the business registration shall be used to defray the costs of administering this chapter. (Ord. 226-2000 § 7, 2000)

**5.01.080 Transfers, relocations, and term of registrations.**

(1) Transfer. In the event of the transfer of ownership of any business, the applicable registration certificate may be transferred by application to the city recorder. An application shall be accompanied by a transfer fee, this fee to be in the amount of \$10.00.

(2) Relocation of Existing Business. In the event a business relocates, the business shall reapply to the city recorder to transfer the business registration. The application shall be accompanied by a transfer fee, this fee to be \$10.00.

(3) Registration Term. The business registration year shall be January 1st to December 31st. A business registration issued under this chapter shall be valid from the date of issuance until December 31st. (Ord. 226-2000 § 8, 2000)

**5.01.090 Delinquency charge.**

(1) Except for the payment of a business registration fee as set forth in HMC [5.01.060](#), the business registration fee shall be deemed delinquent if not paid by February 1st of the business registration year. If a person begins engaging in business after the start of the business registration year, the business registration shall be deemed delinquent if the fee is not paid within 30 days after commencement of the business activity.

(2) Whenever the business registration fee is not paid on or before the delinquency date, a delinquency charge of \$25.00 will be due and payable each 30-day period. The total amount of the delinquency charge for any business registration year shall not exceed \$100.00.

(3) The date that the business registration fee is received by the city, or the date of the postmark if remittance is made by mail, shall be used in determining when the business registration fee is paid. (Ord. 226-2000 § 9, 2000)

**5.01.100 Disclaimers and exemptions.**

(1) The levy or collection of a registration fee upon any business shall not be construed to be a permit by the city to the person engaged therein in the event such business shall be unlawful, illegal or prohibited by the laws of the state of Oregon or the United States, or ordinance of the city.

(2) Nothing herein contained shall be taken or construed as vesting any right in any registration as a contract obligation on the part of the city. No person having paid the fee required and having made application for a business registration shall be entitled to any refund.

(3) None of the fees or registration requirements provided for in this chapter shall be required if the applicant is a municipality. (Ord. 226-2000 § 10, 2000)

**5.01.110 Violation – Penalty.**

(1) A violation of any provision of this title constitutes a Class 2 civil infraction and shall be processed according to the procedures contained in the Hubbard Municipal Code civil infraction procedures.

(2) A finding that a person has committed a violation of this title shall not act to relieve the person from payment of any unpaid business fee, including delinquent charges, for which the person is liable. The penalties imposed by this section are in addition to and not in lieu of any remedies available to the city.

(3) The city shall be entitled to the award of reasonable attorneys' fees in the event the city deems it necessary to enforce the requirements imposed by this chapter. (Ord. 334-2013)

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David J. Rash, Chief of Police



# Chief's Report

*"Committed to our community"*

**TO:** Mayor and City Council Members

**FROM:** David J. Rash, Chief of Police

**DATE:** October 27, 2022

**RE:** November 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 October 2022**

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

- **Personal Service Agreement-Love Inc./ Utility Billing utilizing ARPA Funds, Bricks of North Marion Non Profit and Love Santa Non Profit**

Recommending Council approve the agreements

- **Community Outreach**

Respectfully Submitted,

David J. Rash, Chief of Police  
Hubbard Police Department

# HUBBARD POLICE



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

## Monthly Statistical Report

To: Mayor and City Council Members  
From: Chief David Rash  
Date: November 1, 2022  
RE: October 2022 Statistics

Adult and Juvenile Arrests:	12
Citations Issued:	67
Towed Vehicles:	9
Calls for service:	414

HPD Calls for Service  
Oct-22  
Call Type

911 Investigation	2
Alarm - Burg	9
Area Check	28
Assault - Simple	1
Assist - Fire	6
Assist Medical	2
Assist - Police	7
Assist - Public	52
Attempt to Locate	8
Bar Check	4
Burglary	1
Civil Situation	5
Crash - Injury	3
Crash - Non Injury	4
DHS Referral	6
Death Investigations	1
Disturbance	3
DUII	1
EDP	4
Elude	2
Extra Patrol	2
Family Disturbance	5
FIR	6
Fireworks	2
Follow Up	1
Foot Patrol	12
Forgery	2
Harrasment - Verbal	5
Info	1
Insecure Premise	3
Man with a gun	1
MIP Alcohol	1
Narcotic Investigation	1
Missing Person	3
Noise Complaint	7
Ordinance - Other	1
Parking Violation	2
Property Lost/Found	5
Prowler	1
Radar	3
Reckless Driving	2
Runaway	3
School Resource	3
Stalking	1

Stolen Vehicle	3
Suicide Attempts/Threats	1
Suspicious Activity	6
Suspicious Person/Vehicle	24
Theft - All Other	4
Traffic Assist	6
Traffic Stop	135
Trespass	1
Vandalism - Crim Mischief	1
Vandalism - Graffiti	1
Warrant Service	12
Welfare Check	2
Total	414

# DIRECTOR OF ADMINISTRATION/ CITY RECORDER MONTHLY REPORT



To: CITY COUNCIL  
From: VICKIE NOGLE, MMC, Director of Administration/City Recorder  
Date: NOVEMBER 1, 2022  
RE: REPORT FOR NOVEMBER 8, 2022, CITY COUNCIL MEETING

## PLANNING COMMISSION MEETING

The following public hearings will be held at the **November 15, 2022**, Planning Commission meeting:

- Emerio Design, LLC/Steve Miller-2347 & 2363 Industrial Avenue, Hubbard (04W33DD 1300 & 1500)- Gravel Lot Improvements.

## **January 17, 2023, Planning Commission meeting - Continued Public Hearing from October 18, 2022:**

- 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.

## ADMINISTRATION

- LGMC Certification: As of September 21, 2022, I have completed the Local Government Management Certificate (LGMC) program. The individual with LOC (League of Oregon Cities) was going to provide the certificate to me on Monday, October 3<sup>rd</sup> but was unable to due to other obligations. Please see attached email verifying completion of program. On the Consent Agenda is a request for approval of a 2% Incentive Pay increase effective October 1, 2022, as per Hubbard Policies 7.03.01.

As previously mentioned I started the LGMC program in 2009 in which the League of Oregon Cities (LOC) offered this certification through the Oregon Local Leadership Institute to local government officials. The Certificate would be awarded to individuals who successfully complete 140 hours of training in ten core areas: (Budget & Finance; Human Resource Management; Public Safety & Emergency Management Services; Public Works & Utilities Management; Land Use Planning & Economic Development; Public Contracting & Purchasing; Community Relations; Risk Management; Elected Official/Manager Competencies; Ethics & Leadership).

## ANNUAL HOLIDAY AWARD BANQUET

Mark your calendar for January 14, 2023, for the Holiday Award Banquet. It will be celebrated in the big white barn at Ferrier Creek Nursery (11712 Broad Acres Road, Hubbard, OR 97032).

Social hour 6:00 p.m. – 6:30 p.m., followed by dinner at 6:45 p.m., awards, and finishing up the evening with the gift exchange.

The City budgeted to pay for the employee (also includes City Councilor; Planning Commissioner; invited guest) and spouse / significant other. Any additional person(s) would need to pay the \$24.00.

For those who wish to participate in the gift exchange, please bring a wrapped gift to place under the tree. (Voluntary with a \$25 limit).

### CITY COUNCIL

- Special City Council meeting, Department Head Evaluation, December 28, 2022, 6:00 p.m.
- City Council Goal Setting – Pending After January 2023.
- Comprehensive Plan/UGB Expansion – Pending January 2023.

### CITY HALL HVAC SYSTEM

The City's Zone HVAC System was not heating the rooms properly so a service technician had to investigate and troubleshoot by temporarily fixing the issue. It was discovered dampers were frozen not opening and closing properly. Whirlwind Heating & Cooling LLC is scheduled November 8, 2022, to replace the damaged dampers in the amount of \$1,869.94.

### NEWSLETTER

Please submit your information for the Newsletter no later than **December 15, 2022**. You can submit them in writing or e-mail the Administrative Assistant/Court Clerk Julie Hedden at <mailto:lastorga@cityofhubbard.org> [jhedden@cityofhubbard.org](mailto:jhedden@cityofhubbard.org).

### BUILDING PERMITS

4 building permit applications have been submitted January - October 2022.

## Vickie Nogle

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**Subject:** FW: LGMC Certificate - completed  
**Attachments:** Vickie Nogle - LGMC Credit Tracker 10.25.2022.xlsx

-----Original Message-----

From: Lisa Trevino <LTrevino@orcities.org>  
Sent: Tuesday, October 25, 2022 7:55 AM  
To: Vickie Nogle <vlnogle@cityofhubbard.org>  
Subject: LGMC Certificate - completed

Good morning Vickie,

The final credits have been added to your tracker, and I am happy to say you have now completed all of the required credits to receive your LGMC certificate! I am so excited for you!

I will be mailing you a certificate of completion; where would you like me to ship it?

Also, we will do a press release announcing your completion of the LGMC program. Is there a local paper you would like us to send the press release to? We also give the option of saying something about the program or what you learned along the way if you want to send me a quote to include.

If you need anything from me, let me know.

Lisa Trevino, Member Engagement Director  
503-588-6550 direct: 971-428-7276  
1201 Court St. NE, Suite 200, Salem, OR 97301-4194 [www.orcities.org](http://www.orcities.org)

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Program ID	Full Name	Program Name	Date Attended	Credit Hours	Credit Hours Needed
LGMC1 Total		Budget & Finance		22	20
LGMC10 Total		Ethics & Leadership		28	15
LGMC2 Total		Human Resource Management		26	20
LGMC3 Total		Public Safety & Emergency Management Services		10	10
LGMC4 Total		Public Works & Utilities Management		15	15
LGMC5 Total		Land Use Planning & Economic Development		15	15
LGMC6 Total		Public Contracting & Purchasing		15	10
LGMC7 Total		Community Relations		15	10
LGMC8 Total		Risk Management		19	10
LGMC9 Total		Elected Official/Manager Competencies		15	15
Grand Total				180	

## 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					6/7/2022	Credit \$663.60 ck #11872
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	8/1/2022	555-22-005134-STR	Matt Kennedy	3635 5th STREET	04W33AA10900
12						
13	6/14/2022			Armando Rendon	3346 4th STREET	
14						
15	6/21/2022	7/11/2022	555-22-004726-STR	Hubbard Fire District	3161 2nd Street	041W33DA04600
16						
17	6/23/2022			Moshen Salem /W.Side Drywall	2755 Pacific Highway 99E	
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	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				N/A	N/A		
12										
13	ADDING covered to patio	\$ 150.36	9.003592							
14										
15	Interior dorm room renovation	\$ 1,558.28	4.000728	N/A	N/A	\$ 131.50	N/A	N/A		DIDN'T VALUE
16	FIRE SPRINKLER SYSTEM									
17	Additional Warehouse	\$ 3,196.54	4.000731							
18										
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## Report Criteria:

Suppress employee name and number

Employee.Employee number &lt;&gt; 104

Employee Number	Name	Rate Desc	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain	Liability Amount
Administration							
137 Hedden, Julie		Vac	250.34	.00	.00	250.34	6,307.12
		Sic	264.75	.00	.00	264.75	
		Hol	10.00	.00	.00	10.00	251.94
		Com	32.87	.00	.00	32.87	828.01
117 Nogle, Vickie Lynne		Vac	275.97	.00	.00	275.97	11,974.12
		Sic	1,057.25	.00	.00	1,057.25	
		Hol	.00	.00	.00	.00	.00
		Com	60.00	.00	.00	60.00	2,603.35
Total Administration:			1,951.18	.00	.00	1,951.18	
Police Department							
101 Anderson, Chris		Vac	160.27	.00	.00	160.27	6,667.12
		Sic	1,302.00	.00	.00	1,302.00	
		Hol	4.50	.00	.00	4.50	187.20
		Com	6.82	.00	.00	6.82	283.71
103 Bentley, Glen W		Vac	181.40	.00	.00	181.40	6,571.63
		Sic	1,418.00	.00	.00	1,418.00	
		Hol	.00	.00	.00	.00	.00
		Com	.00	.00	.00	.00	.00
141 DAVIS, CHRISTOPHER		Vac	15.00	.00	.00	15.00	452.26
		Sic	56.00	.00	.00	56.00	
		Hol	.00	.00	.00	.00	.00
		Com	.00	.00	.00	.00	.00
139 Holliman, Steve		Vac	35.77	.00	.00	35.77	1,166.56
		Sic	26.50	.00	.00	26.50	
		Hol	.00	.00	.00	.00	.00
		Com	.25	.00	.00	.25	8.15
128 Rash, David		Vac	73.96	.00	.00	73.96	3,968.45
		Sic	349.00	.00	.00	349.00	
		Hol	.00	.00	.00	.00	.00
		Com	49.50	.00	.00	49.50	2,656.01
129 Schwartz, Molly		Vac	11.22	.00	.00	11.22	293.99
		Sic	.00	.00	.00	.00	.00
		Hol	.00	.00	.00	.00	.00
		Com	.41	.00	.00	.41	10.74
140 Wai, Mark-Carlo		Vac	22.12	.00	.00	22.12	666.93
		Sic	7.00	.00	.00	7.00	
		Hol	21.50	.00	.00	21.50	648.24
		Com	.38	.00	.00	.38	11.46
Total Police Department:			3,741.60	.00	.00	3,741.60	
Public Works							
138 Caballero, Aaron		Vac	60.46	.00	.00	60.46	1,371.51
		Sic	147.00	.00	.00	147.00	
		Hol	18.25	.00	.00	18.25	413.99
		Com	12.00	.00	.00	12.00	272.22

Employee Number	Name	Rate Desc	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain	Liability Amount
109	Hernandez, Juan M	Vac	266.31	.00	.00	266.31	7,750.71
		Sic	698.50	.00	.00	698.50	
		Hol	.00	.00	.00	.00	.00
		Com	32.27	.00	.00	32.27	939.04
112	Krebs, Michael R	Vac	325.09	.00	.00	325.09	14,079.32
		Sic	1,411.50	.00	.00	1,411.50	
		Hol	17.50	.00	.00	17.50	757.91
		Com	62.04	.00	.00	62.04	2,686.89
118	Olinger, Melinda L	Vac	319.88	.00	.00	319.88	11,733.04
		Sic	1,333.75	.00	.00	1,333.75	
		Hol	.00	.00	.00	.00	.00
		Com	63.15	.00	.00	63.15	2,316.31
142	TRAMEL, JORDAN	Vac	.00	.00	.00	.00	.00
		Sic	28.00	.00	.00	28.00	
		Hol	.00	.00	.00	.00	.00
		Com	7.50	.00	.00	7.50	149.32
Total Public Works:			4,803.20	.00	.00	4,803.20	
Grand Totals:			10,495.97	.00	.00	10,495.97	

Pay Code Summary

Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain	Liability Amount
1,997.79	.00	.00	1,997.79	73,002.76
8,099.25	.00	.00	8,099.25	
71.75	.00	.00	71.75	2,259.28
327.18	.00	.00	327.18	12,765.21

Report Criteria:

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

CITY OF HUBBARD  
COMBINED CASH INVESTMENT  
MAY 31, 2022

COMBINED CASH ACCOUNTS

999-000-1005	CASH - COLUMBIA BANK	299,410.20
999-000-1010	CASH - XPRESS DEPOSIT ACCOUNT	1,846.34
999-000-1011	LGIP	6,939,781.90
999-000-1012	CASH CLEARING - UTILITIES	( 12,461.94)
999-000-1014	CASH CLEARING - COURT	509.00
		<hr/>
	TOTAL COMBINED CASH	7,229,085.50
999-000-1001	CASH ALLOCATED TO OTHER FUNDS	( 7,229,085.50)
		<hr/>
TOTAL UNALLOCATED CASH		.00
		<hr/>

CASH ALLOCATION RECONCILIATION

100	ALLOCATION TO GENERAL FUND	2,207,044.37
121	ALLOCATION TO STREET FUND	182,753.75
122	ALLOCATION TO STREET CONSTRUCTION FUND	396,760.32
123	ALLOCATION TO RESERVE FUND	114,736.53
125	ALLOCATION TO PARK IMPROVEMENT FUND	405,273.42
201	ALLOCATION TO SEWER UTILITY FUND	421,224.26
202	ALLOCATION TO SEWER CONSTRUCTION FUND	1,836,274.12
203	ALLOCATION TO SEWER BOND FUND	( 14,664.37)
205	ALLOCATION TO WATER UTILITY FUND	668,450.20
206	ALLOCATION TO WATER CONSTRUCTION FUND	1,119,282.67
207	ALLOCATION TO WATER BOND FUND	( 108,049.77)
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	7,229,085.50
	ALLOCATION FROM 999-000-1001	( 7,229,085.50)
		<hr/>
ZERO PROOF IF ALLOCATIONS BALANCE		.00
		<hr/>

CITY OF HUBBARD  
BALANCE SHEET  
MAY 31, 2022

GENERAL FUND

ASSETS

100-000-1001	CASH IN COMBINED CASH FUND	2,207,044.37	
100-000-1012	PETTY CASH	50.00	
100-000-1013	CASH ON HAND	200.00	
	TOTAL ASSETS		2,207,294.37

LIABILITIES AND EQUITY

LIABILITIES

100-000-2010	CASH RECEIPT CLEARING	( 250.56)	
100-000-2022	STATE TAX WITHHOLDING	( 60.11)	
100-000-2023	RETIREMENT	173.56	
100-000-2032	SCHOOL EXISE TAX	2,259.84	
100-000-2276	STATE ASSESSMENT	4,119.74	
100-000-2277	DEPOSITS - UNITARY	37.00	
100-000-2278	DEPOSITS - LEMLA	2.00	
100-000-2279	DEPOSITS - OJD	5.00	
100-000-2280	DEPOSITS - MARION	2,320.72	
100-000-2281	DEPOSITS - LAND USE	21,375.05	
	TOTAL LIABILITIES		29,982.24

FUND EQUITY

100-000-2520	BEG FUND BALANCE	1,519,703.98	
100-000-2530	FUND BALANCE	( 1,519,703.28)	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	2,177,311.43	
	BALANCE - CURRENT DATE	2,177,311.43	
	TOTAL FUND EQUITY		2,177,312.13
	TOTAL LIABILITIES AND EQUITY		2,207,294.37



CITY OF HUBBARD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES AND FRANCHISE FEES</u>					
100-300-3111	PROPERTY TAXES	1,757.85	971,570.63	942,450.00 (	29,120.63) 103.1
100-300-3112	DELINQ PROP TAXES	721.26	25,534.65	20,000.00 (	5,534.65) 127.7
100-300-3180	FF-ALL OTHER	.00	50.00	10.00 (	40.00) 500.0
100-300-3181	FF-PGE	10,600.34	124,480.52	110,000.00 (	14,480.52) 113.2
100-300-3182	FF-QWEST	.00	2,936.42	3,000.00	63.58 97.9
100-300-3183	FF-NW NATURAL	14,078.48	30,286.41	20,000.00 (	10,286.41) 151.4
100-300-3184	FF-WAVE	1,555.21	7,122.77	8,000.00	877.23 89.0
100-300-3185	FF-REPUBLIC SERVICES	9,017.77	42,593.91	40,000.00 (	2,593.91) 106.5
100-300-3186	FF-DATAVISION	.00	1,218.88	1,200.00 (	18.88) 101.6
100-300-3301	REVENUE SHARING	4,535.60	23,274.86	20,000.00 (	3,274.86) 116.4
100-300-3302	CIG TAX	198.97	2,612.43	3,000.00	387.57 87.1
100-300-3303	OLCC TAX	5,228.97	59,395.11	60,000.00	604.89 99.0
100-300-3305	MARIJUANA TAX - STATE	.00	3,530.50	35,000.00	31,469.50 10.1
100-300-3306	MARIJUANA TAX - LOCAL	.00	30,306.66	35,000.00	4,693.34 86.6
100-300-3415	GENERAL SERVICE FE	22,383.37	139,906.41	150,000.00	10,093.59 93.3
100-300-3601	MISCELLANEOUS REVENUE	40.75	11,003.66	300.00 (	10,703.66) 3667.9
100-300-3611	INTEREST INCOME	1,345.50	9,480.91	32,000.00	22,519.09 29.6
TOTAL TAXES AND FRANCHISE FEES		71,464.07	1,485,304.73	1,479,960.00 (	5,344.73) 100.4
<u>MISC REVENUE</u>					
100-301-3211	BUSINESS REGISTRATION	200.00	5,500.00	5,300.00 (	200.00) 103.8
100-301-3225	FOOD CARTS	.00	.00	250.00	250.00 .0
100-301-3230	DONATIONS - CENTENNIAL FENCE	.00	5,000.00	.00 (	5,000.00) .0
100-301-3401	LIEN SEARCH	.00	1,980.00	3,000.00	1,020.00 66.0
100-301-3402	BUSINESS OLCC FEE	.00	180.00	255.00	75.00 70.6
100-301-3601	MISCELLANEOUS REVENUE	530.00	530.00	.00 (	530.00) .0
TOTAL MISC REVENUE		730.00	13,190.00	8,805.00 (	4,385.00) 149.8
<u>POLICE REVENUE</u>					
100-302-3341	SEAT BELT GRANT	.00	5,704.72	2,000.00 (	3,704.72) 285.2
100-302-3342	OACP GRANT DUII	.00	4,434.21	2,000.00 (	2,434.21) 221.7
100-302-3346	BVP REIMB GRANT	.00	.00	1,000.00	1,000.00 .0
100-302-3348	SPEED ENFORCEMENT GRANT	.00	1,976.26	2,000.00	23.74 98.8
100-302-3351	PED. ENF. GRANT	.00	.00	2,000.00	2,000.00 .0
100-302-3357	DISTRACTED DRIVING	.00	.00	2,000.00	2,000.00 .0
100-302-3401	FINGERPRINTS	90.00	1,760.00	800.00 (	960.00) 220.0
100-302-3402	VEHICLE IMPOUND	150.00	1,500.00	5,000.00	3,500.00 30.0
100-302-3403	POLICE REPORTS	180.00	880.00	1,000.00	120.00 88.0
100-302-3404	SALE OF SURP PROP	.00	220.63	.00 (	220.63) .0
100-302-3510	ARPA CORONAVIRUS GRANT	.00	396,475.13	.00 (	396,475.13) .0
100-302-3601	MISCELLANEOUS REVENUE	.00	4,980.75	500.00 (	4,480.75) 996.2
100-302-3644	PD TRAINING REV	80.00	1,295.00	1,500.00	205.00 86.3
TOTAL POLICE REVENUE		500.00	419,226.70	19,800.00 (	399,426.70) 2117.3

CITY OF HUBBARD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MUNICIPAL COURT REVENUE</u>					
100-303-3401	MUNICIPAL COURT	6,316.84	81,245.34	68,000.00	( 13,245.34)	119.5
100-303-3402	MARION COUNTY COURT	722.14	10,169.14	14,000.00	3,830.86	72.6
100-303-3403	STATE COURT FINES	3,331.85	9,694.96	10,000.00	305.04	97.0
100-303-3405	TEMP OFFENSE SURCH	.00	45.00	300.00	255.00	15.0
100-303-3611	COLLECTIONS INTERE	459.44	8,822.14	4,700.00	( 4,122.14)	187.7
	TOTAL MUNICIPAL COURT REVENUE	10,830.27	109,976.58	97,000.00	( 12,976.58)	113.4
	<u>MISCELLANEOUS REVENUE PARKS</u>					
100-304-3601	MISCELLANEOUS REVENUE PARKS	.00	5,133.54	400.00	( 4,733.54)	1283.4
	TOTAL SOURCE 304	.00	5,133.54	400.00	( 4,733.54)	1283.4
	<u>COMMUNITY DEV REVENUE</u>					
100-305-3305	SCHOOL EXCISE REVE	.00	210.52	500.00	289.48	42.1
100-305-3350	ECO DEV COMMUNITY PROJECT GRAN	.00	15,000.00	15,000.00	.00	100.0
100-305-3401	LAND USE FEES	.00	5,595.00	35,000.00	29,405.00	16.0
100-305-3402	BUILDING PERMITS	.00	8,539.72	24,000.00	15,460.28	35.6
	TOTAL COMMUNITY DEV REVENUE	.00	29,345.24	74,500.00	45,154.76	39.4
	<u>TRANSFERS IN</u>					
100-391-3910	TRANSFER IN -WATER	.00	21,234.36	24,031.00	2,796.64	88.4
100-391-3912	TRANSFER IN SEWER	.00	21,795.94	24,000.00	2,204.06	90.8
100-391-3914	TRANSFER IN- SDC A	.00	2,162.00	4,324.00	2,162.00	50.0
100-391-3920	TRANS IN - OP OH	.00	72,957.75	97,277.00	24,319.25	75.0
	TOTAL TRANSFERS IN	.00	118,150.05	149,632.00	31,481.95	79.0
	<u>FUND BALANCE</u>					
100-399-9999	BEGINNING FUND BALANCE	.00	1,519,703.28	1,372,163.00	( 147,540.28)	110.8
	TOTAL FUND BALANCE	.00	1,519,703.28	1,372,163.00	( 147,540.28)	110.8
	TOTAL FUND REVENUE	83,524.34	3,700,030.12	3,202,260.00	( 497,770.12)	115.5

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>						
100-410-1101	DIRECTOR OF ADMIN/RECORDER	3,184.36	34,342.20	38,900.00	4,557.80	88.3
100-410-1105	ADMIN ASSISTANT/COURT CLERK	494.16	5,435.76	5,900.00	464.24	92.1
100-410-1120	CITY MANAGER	.00	.00	38,000.00	38,000.00	.0
100-410-1212	OVERTIME	.00	.00	2,400.00	2,400.00	.0
100-410-4110	EB-MEDICAL & DENTAL	757.45	6,022.39	18,300.00	12,277.61	32.9
100-410-4120	EB-INSURANCE (LIFE & DISAB)	5.91	81.03	100.00	18.97	81.0
100-410-4150	EB-EMPLOYER TAXES	281.41	3,438.42	6,500.00	3,061.58	52.9
100-410-4170	EB-PERS	1,221.36	13,201.49	26,200.00	12,998.51	50.4
100-410-4190	EB-WORKERS COMP	.00	51.31	100.00	48.69	51.3
100-410-5100	PROFESSIONAL SERVICES	2,109.70	45,332.33	44,250.00	( 1,082.33)	102.5
100-410-5200	CONTRACTED SUPPORT	.00	.00	200.00	200.00	.0
100-410-5300	OPERATIONAL SUPPLIES	.00	12.00	200.00	188.00	6.0
100-410-6100	BUILDING MAINT & SUPPLIES	150.38	2,178.29	3,600.00	1,421.71	60.5
100-410-6200	RENTALS AND LEASES	106.66	1,268.76	1,800.00	531.24	70.5
100-410-6300	INSURANCE	.00	4,474.07	4,900.00	425.93	91.3
100-410-6400	ADVERTISING & RECRUITMENT	289.97	289.97	1,000.00	710.03	29.0
100-410-6500	LEARNING, DUES & MEMBERSHIPS	341.00	4,455.17	11,700.00	7,244.83	38.1
100-410-6600	OFFICE SUPPLIES & MISC EXPENSE	619.57	5,551.27	8,050.00	2,498.73	69.0
100-410-6700	EQUIP MAINT & SUPPLIES	434.20	2,718.03	5,500.00	2,781.97	49.4
100-410-6900	UTILITIES	529.70	5,369.56	6,050.00	680.44	88.8
TOTAL ADMINISTRATION		10,525.83	134,222.05	223,650.00	89,427.95	60.0
<u>COURT</u>						
100-412-1101	DIRECTOR OF ADMIN/RECORDER	353.82	3,815.76	4,300.00	484.24	88.7
100-412-1105	ADMIN ASSISTANT/COURT CLERK	1,647.20	18,119.20	19,800.00	1,680.80	91.5
100-412-1120	CITY MANAGER	.00	.00	2,300.00	2,300.00	.0
100-412-1212	OVERTIME	.00	.00	300.00	300.00	.0
100-412-4110	EB-MEDICAL & DENTAL	393.53	4,330.10	5,300.00	969.90	81.7
100-412-4120	EB-INSURANCE (LIFE & DISAB)	3.70	43.37	100.00	56.63	43.4
100-412-4150	EB-EMPLOYER TAXES	153.07	1,683.20	2,000.00	316.80	84.2
100-412-4170	EB-PERS	577.42	6,325.74	7,700.00	1,374.26	82.2
100-412-4190	EB-WORKERS COMP	.00	14.00	.00	( 14.00)	.0
100-412-5100	PROFESSIONAL SERVICES	1,146.56	9,151.68	13,860.00	4,708.32	66.0
100-412-5300	OPERATIONAL SUPPLIES	.00	.00	50.00	50.00	.0
100-412-6100	BUILDING MAINT & SUPPLIES	15.04	248.05	570.00	321.95	43.5
100-412-6200	RENTALS AND LEASES	24.04	250.39	470.00	219.61	53.3
100-412-6300	INSURANCE	.00	1,011.65	1,100.00	88.35	92.0
100-412-6400	ADVERTISING & RECRUITMENT	.00	.00	100.00	100.00	.0
100-412-6500	LEARNING, DUES & MEMBERSHIPS	.00	.00	2,070.00	2,070.00	.0
100-412-6600	OFFICE SUPPLIES & MISC EXPENSE	89.04	959.71	2,400.00	1,440.29	40.0
100-412-6700	EQUIP MAINT & SUPPLIES	44.02	121.90	700.00	578.10	17.4
100-412-6900	UTILITIES	113.16	1,318.96	1,460.00	141.04	90.3
TOTAL COURT		4,560.60	47,393.71	64,580.00	17,186.29	73.4

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COUNCIL</u>					
100-413-5100 PROFESSIONAL SERVICES	1,537.50	4,552.86	15,000.00	10,447.14	30.4
100-413-5300 OPERATIONAL SUPPLIES	.00	595.50	3,500.00	2,904.50	17.0
100-413-6500 DUES, EDUCATION & LEARNING	.00	.00	1,000.00	1,000.00	.0
100-413-6600 OFFICE SUPPLIES & MISC EXPENSE	.00	.00	450.00	450.00	.0
TOTAL COUNCIL	1,537.50	5,148.36	19,950.00	14,801.64	25.8
<u>COMMUNITY DEVELOPMENT</u>					
100-419-1101 CITY RECORDER	707.64	7,631.61	8,600.00	968.39	88.7
100-419-1104 PUBLIC WORKS SUPERINTENDENT	.00	.00	4,000.00	4,000.00	.0
100-419-1105 ADMINISTRATIVE ASSISTANT	329.42	3,623.62	.00	( 3,623.62)	.0
100-419-1120 CITY MANAGER	.00	.00	2,300.00	2,300.00	.0
100-419-1212 OVERTIME	.00	.00	300.00	300.00	.0
100-419-4110 EB-MEDICAL & DENTAL	210.99	2,321.54	3,100.00	778.46	74.9
100-419-4120 EB-INSURANCE (LIFE & DISAB)	1.73	23.82	.00	( 23.82)	.0
100-419-4150 EB-EMPLOYER TAXES	79.33	861.05	1,200.00	338.95	71.8
100-419-4170 EB-PERS	332.33	3,603.73	4,800.00	1,196.27	75.1
100-419-4190 EB-WORKERS COMP	.00	8.00	.00	( 8.00)	.0
100-419-5100 PROFESSIONAL SERVICES	1,574.88	15,047.89	22,500.00	7,452.11	66.9
100-419-5400 INTERGOVERNMENTAL SE	2,841.00	34,957.97	35,220.00	262.03	99.3
100-419-5500 PROGRAM & GRANT EXPENSES	.00	10,017.00	45,000.00	34,983.00	22.3
100-419-5501 PROGRAM EXPENSES - FARMERS MKT	.00	.00	750.00	750.00	.0
100-419-6500 LEARNING, DUES & MEMBERSHIPS	.00	2,021.00	2,350.00	329.00	86.0
TOTAL COMMUNITY DEVELOPMENT	6,077.32	80,117.23	130,120.00	50,002.77	61.6

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
100-421-1100 SALARIES AND WAGES	9,754.90	63,000.03	.00 (	63,000.03)	.0
100-421-1101 DIRECTOR OF ADMIN/RECORDER	566.10	6,105.26	6,900.00	794.74	88.5
100-421-1103 CHIEF OF POLICE	8,770.28	96,473.08	106,000.00	9,526.92	91.0
100-421-1105 ADMININSTRATIVE ASSISTANT	4,583.72	47,410.92	51,400.00	3,989.08	92.2
100-421-1106 POLICE OFFICERS	18,887.29	250,899.75	340,600.00	89,700.25	73.7
100-421-1120 CITY MANAGER	.00	.00	6,900.00	6,900.00	.0
100-421-1212 OVERTIME	.00	.00	20,300.00	20,300.00	.0
100-421-4110 EB-MEDICAL & DENTAL	14,158.20	157,162.19	171,700.00	14,537.81	91.5
100-421-4120 EB-INSURANCE (LIFE & DISAB)	69.96	912.72	1,000.00	87.28	91.3
100-421-4150 EB-EMPLOYER TAXES	3,256.01	35,545.42	40,500.00	4,954.58	87.8
100-421-4170 EB-PERS	13,247.76	143,093.30	171,500.00	28,406.70	83.4
100-421-4190 EB-WORKERS COMP	.00	8,005.93	8,200.00	194.07	97.6
100-421-5100 PROFESSIONAL SERVICES	2,270.60	30,941.01	26,200.00 (	4,741.01)	118.1
100-421-5200 CONTRACTED SUPPORT	274.50	1,624.15	7,500.00	5,875.85	21.7
100-421-5300 OPERATIONAL SUPPLIES	1,024.47	7,401.75	10,000.00	2,598.25	74.0
100-421-5400 INTERGOVERNMENTAL	.00	103,508.06	117,000.00	13,491.94	88.5
100-421-5500 PROGRAM & GRANT EXPENSES	.00 (	61.77)	10,000.00	10,061.77 (	.6)
100-421-6100 BUILDING MAINT & SUPPLIES	165.42	3,123.43	5,000.00	1,876.57	62.5
100-421-6200 RENTALS AND LEASES	205.83	44,919.48	48,500.00	3,580.52	92.6
100-421-6300 INSURANCE	.00	22,497.34	22,300.00 (	197.34)	100.9
100-421-6400 ADVERTISING & RECRUITMENT	.00	.00	2,000.00	2,000.00	.0
100-421-6500 LEARNING, DUES & MEMBERSHIPS	2,045.54	13,318.21	13,500.00	181.79	98.7
100-421-6600 OFFICE SUPPLIES & MISC EXPENSE	370.22	4,147.23	5,500.00	1,352.77	75.4
100-421-6700 EQUIP MAINT & SUPPLIES	2,375.47	27,944.40	50,000.00	22,055.60	55.9
100-421-6800 UNIFORMS	1,883.95	3,794.31	6,000.00	2,205.69	63.2
100-421-6900 UTILITIES	951.29	10,930.09	13,000.00	2,069.91	84.1
TOTAL POLICE	84,861.51	1,082,696.29	1,261,500.00	178,803.71	85.8

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PARKS</u>					
100-452-1101	DIRECTOR OF ADMIN/RECORDER	141.56	1,526.48	1,700.00	173.52	89.8
100-452-1104	PUBLIC WORKS SUPERINTENDENT	1,071.76	12,011.01	14,500.00	2,488.99	82.8
100-452-1105	ADMINISTRATIVE ASSISTANT	1,577.65	16,459.31	17,800.00	1,340.69	92.5
100-452-1107	UTILITY WORKER 1	1,573.42	28,084.67	17,800.00	( 10,284.67)	157.8
100-452-1108	PW ADMIN ASSISTANT	491.10	5,467.35	5,800.00	332.65	94.3
100-452-1109	PW MAINTENANCE PT	.00	.00	15,500.00	15,500.00	.0
100-452-1113	PT OFFICE ASSISTANT	.00	2,725.98	6,400.00	3,674.02	42.6
100-452-1120	CITY MANAGER	.00	.00	2,300.00	2,300.00	.0
100-452-1212	OVERTIME	.00	.00	2,300.00	2,300.00	.0
100-452-4110	EB-MEDICAL & DENTAL	1,347.47	18,356.28	22,800.00	4,443.72	80.5
100-452-4120	EB-INSURANCE (LIFE & DISAB)	7.07	115.82	100.00	( 15.82)	115.8
100-452-4150	EB-EMPLOYER TAXES	371.43	5,073.46	6,400.00	1,326.54	79.3
100-452-4170	EB-PERS	1,523.01	20,277.21	26,700.00	6,422.79	75.9
100-452-4190	EB-WORKERS COMP	.00	1,100.03	1,100.00	( .03)	100.0
100-452-5100	PROFESSIONAL SERVICES	149.89	2,847.21	4,800.00	1,952.79	59.3
100-452-5200	CONTRACTED SUPPORT	.00	37.48	400.00	362.52	9.4
100-452-5300	OPERATIONAL SUPPLIES	1,890.68	18,344.08	17,000.00	( 1,344.08)	107.9
100-452-5500	PROGRAM & GRANT EXPENSES	.00	9,450.00	.00	( 9,450.00)	.0
100-452-6100	BUILDING MAINT & SUPPLIES	42.99	2,500.59	8,100.00	5,599.41	30.9
100-452-6200	RENTALS AND LEASES	39.40	313.54	900.00	586.46	34.8
100-452-6300	INSURANCE	.00	5,172.20	5,000.00	( 172.20)	103.4
100-452-6400	ADVERTISING & RECRUITMENT	59.75	170.76	100.00	( 70.76)	170.8
100-452-6500	LEARNING, DUES & MEMBERSHIPS	12.50	761.31	1,100.00	338.69	69.2
100-452-6600	OFFICE SUPPLIES & MISC EXPENSE	45.72	801.46	1,600.00	798.54	50.1
100-452-6700	EQUIP MAINT & SUPPLIES	496.08	7,177.41	21,500.00	14,322.59	33.4
100-452-6800	UNIFORMS	.00	199.18	500.00	300.82	39.8
100-452-6900	UTILITIES	865.42	10,539.44	11,300.00	760.56	93.3
	<b>TOTAL PARKS</b>	<b>11,706.90</b>	<b>169,512.26</b>	<b>213,500.00</b>	<b>43,987.74</b>	<b>79.4</b>
	<u> </u>					
100-480-7000	CAPITAL OUTLAY	.00	1,930.31	.00	( 1,930.31)	.0
	<b>TOTAL DEPARTMENT 480</b>	<b>.00</b>	<b>1,930.31</b>	<b>.00</b>	<b>( 1,930.31)</b>	<b>.0</b>
	<u> </u>					
	<u>TRANSFER OUT</u>					
100-491-8003	TRANS TO RESERVE FUND	.00	6,500.00	6,500.00	.00	100.0
	<b>TOTAL TRANSFER OUT</b>	<b>.00</b>	<b>6,500.00</b>	<b>6,500.00</b>	<b>.00</b>	<b>100.0</b>

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTINGENCY</u>					
100-900-9900 CONTINGENCY	.00	.00	345,313.00	345,313.00	.0
100-900-9990 RESERVE FUTURE EXPENDITURES	.00	.00	662,147.00	662,147.00	.0
100-900-9995 UNAPPR. ENDING FUND BALANCES	.00	.00	275,000.00	275,000.00	.0
TOTAL CONTINGENCY	.00	.00	1,282,460.00	1,282,460.00	.0
TOTAL FUND EXPENDITURES	119,269.66	1,527,520.21	3,202,260.00	1,674,739.79	47.7
NET REVENUE OVER EXPENDITURES	( 35,745.32)	2,172,509.91	.00	( 2,172,509.91)	.0

CITY OF HUBBARD  
BALANCE SHEET  
MAY 31, 2022

STREET FUND

ASSETS

121-000-1001	CASH IN COMBINED CASH FUND	182,753.75	
	TOTAL ASSETS		182,753.75

LIABILITIES AND EQUITY

LIABILITIES

121-000-2022	STATE TAX WITHHOLDING	( 11.74)	
121-000-2023	RETIREMENT	173.56	
	TOTAL LIABILITIES		161.82

FUND EQUITY

121-000-2520	BEG FUND BALANCE	132,672.41	
121-000-2530	FUND BALANCE	( 132,672.41)	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	182,591.93	
	BALANCE - CURRENT DATE	182,591.93	
	TOTAL FUND EQUITY		182,591.93
	TOTAL LIABILITIES AND EQUITY		182,753.75



CITY OF HUBBARD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

STREET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>STREET FUND REVENUE</u>					
121-300-3190	GAS TAX	16,705.53	185,374.63	186,071.00	696.37	99.6
121-300-3407	TRANSPORTATION UTILITY	15,556.58	97,254.04	100,000.00	2,745.96	97.3
121-300-3408	ROW PERMITS	140.00	2,300.00	1,100.00	( 1,200.00)	209.1
121-300-3601	MISCELLANEOUS REVENUE	.00	242.20	100.00	( 142.20)	242.2
121-300-3611	INTEREST INCOME	110.71	710.18	5,000.00	4,289.82	14.2
	<u>TOTAL STREET FUND REVENUE</u>	<u>32,512.82</u>	<u>285,881.05</u>	<u>292,271.00</u>	<u>6,389.95</u>	<u>97.8</u>
	<u>FUND BALANCE</u>					
121-399-9999	BEGINNING FUND BALANCE	.00	132,672.41	92,751.00	( 39,921.41)	143.0
	<u>TOTAL FUND BALANCE</u>	<u>.00</u>	<u>132,672.41</u>	<u>92,751.00</u>	<u>( 39,921.41)</u>	<u>143.0</u>
	<u>TOTAL FUND REVENUE</u>	<u>32,512.82</u>	<u>418,553.46</u>	<u>385,022.00</u>	<u>( 33,531.46)</u>	<u>108.7</u>

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREET FUND EXP</u>					
121-431-1101 DIRECTOR OF ADMIN/RECORDER	707.64	7,631.61	8,600.00	968.39	88.7
121-431-1102 FINANCE DIRECTOR	.00	.00	17,300.00	17,300.00	.0
121-431-1104 PUBLIC WORKS SUPERINTENDENT	1,500.48	16,815.58	20,300.00	3,484.42	82.8
121-431-1105 ADMINISTRATIVE ASSISTANT	1,989.43	20,988.89	22,700.00	1,711.11	92.5
121-431-1107 UTILITY WORKER 1	393.35	10,067.91	9,600.00	( 467.91)	104.9
121-431-1108 PW ADMIN ASSISTANT	736.64	7,144.61	8,800.00	1,655.39	81.2
121-431-1113 PT OFFICE ASSISTANT	.00	2,725.98	6,400.00	3,674.02	42.6
121-431-1212 OVERTIME	.00	.00	3,000.00	3,000.00	.0
121-431-4110 EB-MEDICAL & DENTAL	1,489.83	17,569.68	24,100.00	6,530.32	72.9
121-431-4120 EB-INSURANCE (LIFE & DISAB)	8.05	116.00	200.00	84.00	58.0
121-431-4150 EB-EMPLOYER TAXES	407.59	5,015.52	7,400.00	2,384.48	67.8
121-431-4170 EB-PERS	1,716.71	20,716.03	30,200.00	9,483.97	68.6
121-431-4190 EB-WORKERS COMP	.00	1,426.04	800.00	( 626.04)	178.3
121-431-5100 PROFESSIONAL SERVICES	602.60	9,465.99	10,100.00	634.01	93.7
121-431-5200 CONTRACTED SUPPORT	1,772.30	28,267.18	33,000.00	4,732.82	85.7
121-431-5300 OPERATIONAL SUPPLIES	70.68	153.80	400.00	246.20	38.5
121-431-5500 PROGRAM & GRANT EXPENSES	32.99	5,528.47	11,200.00	5,671.53	49.4
121-431-6100 BUILDING MAINT & SUPPLIES	40.10	844.44	5,800.00	4,955.56	14.6
121-431-6200 RENTALS AND LEASES	37.24	289.82	800.00	510.18	36.2
121-431-6300 INSURANCE	.00	4,364.86	4,300.00	( 64.86)	101.5
121-431-6400 ADVERTISING & RECRUITMENT	59.75	170.75	100.00	( 70.75)	170.8
121-431-6500 LEARNING, DUES & MEMBERSHIPS	12.50	268.81	800.00	531.19	33.6
121-431-6600 OFFICE SUPPLIES & MISC EXPENSE	179.65	1,994.26	2,200.00	205.74	90.7
121-431-6700 EQUIP MAINT & SUPPLIES	169.25	5,257.45	5,300.00	42.55	99.2
121-431-6800 UNIFORMS	.00	199.20	300.00	100.80	66.4
121-431-6900 UTILITIES	6,503.04	44,438.65	43,800.00	( 638.65)	101.5
TOTAL STREET FUND EXP	18,429.82	211,461.53	277,500.00	66,038.47	76.2
<u>TRANSFER OUT</u>					
121-491-8003 TRANS TO RESERVE FUND	.00	6,200.00	6,200.00	.00	100.0
121-491-8701 OPERATIONAL OVERHEAD	.00	18,300.00	24,400.00	6,100.00	75.0
TOTAL TRANSFER OUT	.00	24,500.00	30,600.00	6,100.00	80.1
<u>CONTINGENCY</u>					
121-900-9900 CONTINGENCY	.00	.00	44,087.00	44,087.00	.0
121-900-9990 RESERVE FUTURE EXPENDITURES	.00	.00	32,835.00	32,835.00	.0
TOTAL CONTINGENCY	.00	.00	76,922.00	76,922.00	.0
TOTAL FUND EXPENDITURES	18,429.82	235,961.53	385,022.00	149,060.47	61.3
NET REVENUE OVER EXPENDITURES	14,083.00	182,591.93	.00	( 182,591.93)	.0

CITY OF HUBBARD  
BALANCE SHEET  
MAY 31, 2022

STREET CONSTRUCTION FUND

ASSETS

122-000-1001	CASH IN COMBINED CASH FUND	396,760.32	
	TOTAL ASSETS		396,760.32

LIABILITIES AND EQUITY

FUND EQUITY

122-000-2520	BEG FUND BALANCE	275,034.50	
122-000-2530	FUND BALANCE	( 275,034.50)	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	396,760.32	
	BALANCE - CURRENT DATE	396,760.32	
	TOTAL FUND EQUITY		396,760.32
	TOTAL LIABILITIES AND EQUITY		396,760.32

CITY OF HUBBARD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

STREET CONSTRUCTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>STREET CONSTRUCTION REVENUE</u>					
122-300-3190	GAS TAX	5,568.51	61,791.55	62,024.00	232.45	99.6
122-300-3341	SPECIAL ALLOTMENT	.00	50,000.00	.00	( 50,000.00)	.0
122-300-3343	TGM GRANT	.00	.00	145,000.00	145,000.00	.0
122-300-3550	ASSESSMENT PRINCIPAL	.00	.00	100.00	100.00	.0
122-300-3551	SDC-IMPROVEMENT	.00	8,192.00	16,384.00	8,192.00	50.0
122-300-3554	SDC ADMINISTRATION	.00	414.00	828.00	414.00	50.0
122-300-3611	INTEREST INCOME	240.35	1,742.27	4,000.00	2,257.73	43.6
	TOTAL STREET CONSTRUCTION REVENUE	5,808.86	122,139.82	228,336.00	106,196.18	53.5
	<u>FUND BALANCE</u>					
122-399-9999	BEGINNING FUND BALANCE	.00	275,034.50	304,534.00	29,499.50	90.3
	TOTAL FUND BALANCE	.00	275,034.50	304,534.00	29,499.50	90.3
	TOTAL FUND REVENUE	5,808.86	397,174.32	532,870.00	135,695.68	74.5

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

STREET CONSTRUCTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>STREET CONST. FUND EXP</u>					
122-431-7000	CAPITAL OUTLAY	.00	.00	235,900.00	235,900.00	.0
	TOTAL STREET CONST. FUND EXP	.00	.00	235,900.00	235,900.00	.0
	<u>TRANSFER OUT</u>					
122-491-8801	SDC ADMINISTRATION	.00	414.00	828.00	414.00	50.0
	TOTAL TRANSFER OUT	.00	414.00	828.00	414.00	50.0
	<u>CONTINGENCY</u>					
122-900-9990	RESERVE FUTURE EXPENDITURES	.00	.00	296,142.00	296,142.00	.0
	TOTAL CONTINGENCY	.00	.00	296,142.00	296,142.00	.0
	TOTAL FUND EXPENDITURES	.00	414.00	532,870.00	532,456.00	.1
	NET REVENUE OVER EXPENDITURES	5,808.86	396,760.32	.00	( 396,760.32)	.0

CITY OF HUBBARD  
BALANCE SHEET  
MAY 31, 2022

RESERVE FUND

ASSETS

123-000-1001	CASH IN COMBINED CASH FUND	114,736.53	
	TOTAL ASSETS		114,736.53

LIABILITIES AND EQUITY

FUND EQUITY

123-000-2520	BEG FUND BALANCE	86,938.16	
123-000-2530	FUND BALANCE	( 86,938.16)	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	114,736.53	
	BALANCE - CURRENT DATE	114,736.53	
	TOTAL FUND EQUITY		114,736.53
	TOTAL LIABILITIES AND EQUITY		114,736.53

CITY OF HUBBARD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>RESERVE FUND REVENUE</u>					
123-300-3611	INTEREST	69.51	468.63	300.00	( 168.63)	156.2
	TOTAL RESERVE FUND REVENUE	69.51	468.63	300.00	( 168.63)	156.2
	<u>TRANSFERS IN</u>					
123-391-0100	TRANS FROM-GENERAL	.00	6,500.00	6,500.00	.00	100.0
123-391-0121	TRANS FROM-STREETS	.00	6,200.00	6,200.00	.00	100.0
123-391-0201	TRANS FROM-SEWER	.00	8,500.00	8,500.00	.00	100.0
123-391-0205	TRANS FROM-WATER	.00	8,500.00	8,500.00	.00	100.0
	TOTAL TRANSFERS IN	.00	29,700.00	29,700.00	.00	100.0
	<u>FUND BALANCE</u>					
123-399-9999	BEGINNING FUND BALANCE	.00	86,938.16	98,812.00	11,873.84	88.0
	TOTAL FUND BALANCE	.00	86,938.16	98,812.00	11,873.84	88.0
	TOTAL FUND REVENUE	69.51	117,106.79	128,812.00	11,705.21	90.9

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RESERVE FUND EXP</u>					
123-423-7504 DUMP TRUCK	.00	107.16	7,961.00	7,853.84	1.4
123-423-7505 BACKHOE	.00	107.20	24,343.00	24,235.80	.4
123-423-7506 PUB WRKS TRAC/MOWE	.00	107.17	23,726.00	23,618.83	.5
123-423-7515 PLOTTER	.00	.00	34.00	34.00	.0
123-423-7710 PUB WRKS PICK UP	.00	.00	39,663.00	39,663.00	.0
123-423-7726 CITY HALL SIDING	.00	2,048.73	6,402.00	4,353.27	32.0
123-423-7740 POLICE VEHICLE	.00	.00	5,423.00	5,423.00	.0
123-423-7741 CITY HALL / POLICE DEPT - BLDG	.00	.00	21,260.00	21,260.00	.0
TOTAL RESERVE FUND EXP	.00	2,370.26	128,812.00	126,441.74	1.8
TOTAL FUND EXPENDITURES	.00	2,370.26	128,812.00	126,441.74	1.8
NET REVENUE OVER EXPENDITURES	69.51	114,736.53	.00	( 114,736.53)	.0



CITY OF HUBBARD  
BALANCE SHEET  
MAY 31, 2022

PARK IMPROVEMENT FUND

ASSETS

125-000-1001	CASH IN COMBINED CASH FUND	405,273.42	
	TOTAL ASSETS		405,273.42

LIABILITIES AND EQUITY

FUND EQUITY

125-000-2520	BEG FUND BALANCE	373,849.15	
125-000-2530	FUND BALANCE	( 373,849.15)	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	405,273.42	
	BALANCE - CURRENT DATE	405,273.42	
	TOTAL FUND EQUITY		405,273.42
	TOTAL LIABILITIES AND EQUITY		405,273.42

CITY OF HUBBARD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

PARK IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>PARK IMPROVMENT REVENUE</u>					
125-300-3301	STATE SHARED REVEN	4,535.60	23,274.87	20,000.00	( 3,274.87)	116.4
125-300-3341	STATE PARKS DEPT.	.00	.00	195,200.00	195,200.00	.0
125-300-3551	SDC-IMPROVEMENT	.00	7,568.00	15,136.00	7,568.00	50.0
125-300-3552	SDC-REIMBURSEMENT	.00	1,182.00	2,364.00	1,182.00	50.0
125-300-3554	SDC-ADMINISTRATION	.00	366.00	732.00	366.00	50.0
125-300-3601	MISCELLANEOUS REVENUE	.00	.00	100.00	100.00	.0
125-300-3611	INTEREST INCOME	245.51	1,879.84	300.00	( 1,579.84)	626.6
	TOTAL PARK IMPROVMENT REVENUE	4,781.11	34,270.71	233,832.00	199,561.29	14.7
	<u>BEGINNING FUND BALANCE</u>					
125-399-9999	BEGINNING FUND BALANCE	.00	373,849.15	374,891.00	1,041.85	99.7
	TOTAL BEGINNING FUND BALANCE	.00	373,849.15	374,891.00	1,041.85	99.7
	TOTAL FUND REVENUE	4,781.11	408,119.86	608,723.00	200,603.14	67.1

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

PARK IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PARK IMPROV FUND EXP</u>					
125-452-7000	CAPITAL OUTLAY	.00	2,480.44	244,000.00	241,519.56	1.0
	TOTAL PARK IMPROV FUND EXP	.00	2,480.44	244,000.00	241,519.56	1.0
	<u>TRANSFER OUT</u>					
125-491-8000	TRANSFERS OUT	.00	366.00	732.00	366.00	50.0
	TOTAL TRANSFER OUT	.00	366.00	732.00	366.00	50.0
	<u>CONTINGENCY</u>					
125-900-9990	RESERVE FUTURE EXPENDITURES	.00	.00	363,991.00	363,991.00	.0
	TOTAL CONTINGENCY	.00	.00	363,991.00	363,991.00	.0
	TOTAL FUND EXPENDITURES	.00	2,846.44	608,723.00	605,876.56	.5
	NET REVENUE OVER EXPENDITURES	4,781.11	405,273.42	.00	( 405,273.42)	.0

CITY OF HUBBARD  
BALANCE SHEET  
MAY 31, 2022

SEWER UTILITY FUND

ASSETS

201-000-1001	CASH IN COMBINED CASH FUND	421,224.26	
	TOTAL ASSETS		421,224.26

LIABILITIES AND EQUITY

LIABILITIES

201-000-2022	STATE TAX WITHHOLDING	( 4.03)	
201-000-2023	RETIREMENT	173.56	
	TOTAL LIABILITIES		169.53

FUND EQUITY

201-000-2520	BEG FUND BALANCE	296,198.36	
201-000-2530	FUND BALANCE	( 296,198.36)	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	421,054.73	
	BALANCE - CURRENT DATE	421,054.73	
	TOTAL FUND EQUITY		421,054.73
	TOTAL LIABILITIES AND EQUITY		421,224.26

CITY OF HUBBARD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

SEWER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SEWER UTILITY REVENUE</u>					
201-300-3441	SERVICE CHARGES SE	81,448.04	517,366.94	495,000.00	( 22,366.94)	104.5
201-300-3611	INTEREST INCOME	255.17	1,743.87	60.00	( 1,683.87)	2906.5
	TOTAL SEWER UTILITY REVENUE	81,703.21	519,110.81	495,060.00	( 24,050.81)	104.9
	<u>BEGINNING FUND BALANCE</u>					
201-399-9999	BEGINNING FUND BALANCE	.00	296,198.36	298,194.00	1,995.64	99.3
	TOTAL BEGINNING FUND BALANCE	.00	296,198.36	298,194.00	1,995.64	99.3
	TOTAL FUND REVENUE	81,703.21	815,309.17	793,254.00	( 22,055.17)	102.8

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER UTILITY FUND EXP</u>					
201-432-1101 DIRECTOR OF ADMIN/RECORDER	707.64	7,631.61	8,600.00	968.39	88.7
201-432-1104 PUBLIC WORKS SUPERINTENDENT	2,357.88	26,424.31	31,900.00	5,475.69	82.8
201-432-1105 ADMINISTRATIVE ASSISTANT	2,195.33	23,253.79	25,200.00	1,946.21	92.3
201-432-1107 UTILITY WORKER 1	865.38	25,980.48	21,200.00	( 4,780.48)	122.6
201-432-1108 PW ADMIN ASSISTANT	2,701.02	20,563.27	32,100.00	11,536.73	64.1
201-432-1113 PT OFFICE ASSISTANT	.00	2,725.98	6,400.00	3,674.02	42.6
201-432-1120 CITY MANAGER	.00	.00	17,300.00	17,300.00	.0
201-432-1212 OVERTIME	.00	.00	9,000.00	9,000.00	.0
201-432-4110 EB-MEDICAL & DENTAL	2,499.44	30,090.37	38,600.00	8,509.63	78.0
201-432-4120 EB-INSURANCE (LIFE & DISAB)	14.00	204.06	300.00	95.94	68.0
201-432-4150 EB-EMPLOYER TAXES	675.28	8,174.39	11,600.00	3,425.61	70.5
201-432-4170 EB-PERS	2,741.67	32,752.72	46,900.00	14,147.28	69.8
201-432-4190 EB-WORKERS COMP	.00	1,476.90	1,800.00	323.10	82.1
201-432-5100 PROFESSIONAL SERVICES	1,458.38	16,868.23	18,000.00	1,131.77	93.7
201-432-5200 CONTRACTED SUPPORT	12.60	15,811.18	36,400.00	20,588.82	43.4
201-432-5300 OPERATIONAL SUPPLIES	1,750.17	9,886.26	5,400.00	( 4,486.26)	183.1
201-432-6100 BUILDING MAINT & SUPPLIES	60.15	1,468.54	6,300.00	4,831.46	23.3
201-432-6200 RENTALS AND LEASES	96.11	1,032.82	1,700.00	667.18	60.8
201-432-6300 INSURANCE	.00	10,598.67	10,200.00	( 398.67)	103.9
201-432-6400 ADVERTISING & RECRUITMENT	59.75	170.76	100.00	( 70.76)	170.8
201-432-6500 LEARNING, DUES & MEMBERSHIPS	112.50	4,749.40	5,600.00	850.60	84.8
201-432-6600 OFFICE SUPPLIES & MISC EXPENSE	446.22	5,099.01	13,000.00	7,900.99	39.2
201-432-6700 EQUIP MAINT & SUPPLIES	506.23	56,758.99	53,360.00	( 3,398.99)	106.4
201-432-6800 UNIFORMS	.00	199.22	600.00	400.78	33.2
201-432-6900 UTILITIES	439.19	34,056.54	44,000.00	9,943.46	77.4
TOTAL SEWER UTILITY FUND EXP	19,698.94	335,977.50	445,560.00	109,582.50	75.4
<u>TRANSFER OUT</u>					
201-491-8003 TRANS TO RESERVE FUND	.00	8,500.00	8,500.00	.00	100.0
201-491-8006 TRANS TO SEWER BOND	.00	.00	166,535.00	166,535.00	.0
201-491-8601 FRANCHISE FEE	.00	21,795.94	24,000.00	2,204.06	90.8
201-491-8701 OPERATIONAL OVERHEAD	.00	27,981.00	37,308.00	9,327.00	75.0
TOTAL TRANSFER OUT	.00	58,276.94	236,343.00	178,066.06	24.7
<u>CONTINGENCY</u>					
201-900-9900 CONTINGENCY	.00	.00	77,888.00	77,888.00	.0
201-900-9990 RESERVE FUTURE EXPENDITURES	.00	.00	33,463.00	33,463.00	.0
TOTAL CONTINGENCY	.00	.00	111,351.00	111,351.00	.0
TOTAL FUND EXPENDITURES	19,698.94	394,254.44	793,254.00	398,999.56	49.7

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	62,004.27	421,054.73	.00	( 421,054.73)	.0

CITY OF HUBBARD  
BALANCE SHEET  
MAY 31, 2022

SEWER CONSTRUCTION FUND

ASSETS

202-000-1001	CASH IN COMBINED CASH FUND	1,836,274.12	
	TOTAL ASSETS		1,836,274.12

LIABILITIES AND EQUITY

FUND EQUITY

202-000-2520	BEG FUND BALANCE	1,724,716.46	
202-000-2530	FUND BALANCE	( 1,724,716.46)	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	1,836,274.12	
	BALANCE - CURRENT DATE	1,836,274.12	
	TOTAL FUND EQUITY		1,836,274.12
	TOTAL LIABILITIES AND EQUITY		1,836,274.12



CITY OF HUBBARD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

SEWER CONSTRUCTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SEWER CONSTRUCTION REVENUE</u>					
202-300-3550	WASTEWATER REUSE R	24,800.80	154,821.45	158,000.00	3,178.55	98.0
202-300-3551	SDC-IMPROVEMENT	.00	2,620.00	5,240.00	2,620.00	50.0
202-300-3552	SDC-REIMBURSEMENT	.00	7,350.00	14,700.00	7,350.00	50.0
202-300-3554	SDC-ADMINISTRATION	.00	688.00	1,376.00	688.00	50.0
202-300-3611	INTEREST INCOME	1,112.36	8,682.68	2,800.00	( 5,882.68)	310.1
	<u>TOTAL SEWER CONSTRUCTION REVENUE</u>	<u>25,913.16</u>	<u>174,162.13</u>	<u>182,116.00</u>	<u>7,953.87</u>	<u>95.6</u>
	<u>BEGINNING FUND BALANCE</u>					
202-399-9999	BEGINNING FUND BALANCE	.00	1,724,716.46	1,709,437.00	( 15,279.46)	100.9
	<u>TOTAL BEGINNING FUND BALANCE</u>	<u>.00</u>	<u>1,724,716.46</u>	<u>1,709,437.00</u>	<u>( 15,279.46)</u>	<u>100.9</u>
	<u>TOTAL FUND REVENUE</u>	<u>25,913.16</u>	<u>1,898,878.59</u>	<u>1,891,553.00</u>	<u>( 7,325.59)</u>	<u>100.4</u>

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

SEWER CONSTRUCTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SEWER CONST FUND EXP</u>					
202-432-7000	CAPITAL OUTLAY	12,154.74	61,916.47	230,000.00	168,083.53	26.9
	TOTAL SEWER CONST FUND EXP	12,154.74	61,916.47	230,000.00	168,083.53	26.9
	<u>TRANSFER OUT</u>					
202-491-8000	TRANSFERS OUT	.00	688.00	1,376.00	688.00	50.0
	TOTAL TRANSFER OUT	.00	688.00	1,376.00	688.00	50.0
	<u>CONTINGENCY</u>					
202-900-9990	RESERVE FUTURE EXPENDITURES	.00	.00	1,660,177.00	1,660,177.00	.0
	TOTAL CONTINGENCY	.00	.00	1,660,177.00	1,660,177.00	.0
	TOTAL FUND EXPENDITURES	12,154.74	62,604.47	1,891,553.00	1,828,948.53	3.3
	NET REVENUE OVER EXPENDITURES	13,758.42	1,836,274.12	.00	( 1,836,274.12)	.0

CITY OF HUBBARD  
BALANCE SHEET  
MAY 31, 2022

SEWER BOND FUND

ASSETS

203-000-1001	CASH IN COMBINED CASH FUND	(	14,664.37)	
	TOTAL ASSETS		(	14,664.37)

LIABILITIES AND EQUITY

FUND EQUITY

203-000-2520	BEG FUND BALANCE		40,683.18	
203-000-2530	FUND BALANCE	(	40,683.18)	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(	14,664.37)	
	BALANCE - CURRENT DATE	(	14,664.37)	
	TOTAL FUND EQUITY		(	14,664.37)
	TOTAL LIABILITIES AND EQUITY		(	14,664.37)

CITY OF HUBBARD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

SEWER BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SEWER BOND REVENUE</u>					
203-300-3611	INTEREST INCOME	( 8.89)	35.45	300.00	264.55	11.8
	TOTAL SEWER BOND REVENUE	( 8.89)	35.45	300.00	264.55	11.8
	<u>TRANSFERS IN</u>					
203-391-0201	TRANS FROM-SEWER UTILITY FUND	.00	.00	166,535.00	166,535.00	.0
	TOTAL TRANSFERS IN	.00	.00	166,535.00	166,535.00	.0
	<u>BEGINNING FUND BALANCE</u>					
203-399-9999	BEGINNING FUND BALANCE	.00	40,683.18	39,665.00	( 1,018.18)	102.6
	TOTAL BEGINNING FUND BALANCE	.00	40,683.18	39,665.00	( 1,018.18)	102.6
	TOTAL FUND REVENUE	( 8.89)	40,718.63	206,500.00	165,781.37	19.7

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

SEWER BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEBT SERVICE</u>					
203-432-9001	LOAN INTEREST	.00	6,832.00	2,500.00	( 4,332.00)	273.3
203-432-9002	LOAN PRINCIPAL	.00	48,551.00	204,000.00	155,449.00	23.8
	TOTAL DEBT SERVICE	.00	55,383.00	206,500.00	151,117.00	26.8
	TOTAL FUND EXPENDITURES	.00	55,383.00	206,500.00	151,117.00	26.8
	NET REVENUE OVER EXPENDITURES	( 8.89)	( 14,664.37)	.00	14,664.37	.0

CITY OF HUBBARD  
BALANCE SHEET  
MAY 31, 2022

WATER UTILITY FUND

ASSETS

205-000-1001	CASH IN COMBINED CASH FUND	668,450.20	
	TOTAL ASSETS		668,450.20

LIABILITIES AND EQUITY

LIABILITIES

205-000-2022	STATE TAX WITHHOLDING	( 8.37)	
205-000-2023	RETIREMENT	( 520.68)	
205-000-2281	UB DEPOSITS	15,800.00	
	TOTAL LIABILITIES		15,270.95

FUND EQUITY

205-000-2520	BEG FUND BALANCE	466,090.60	
205-000-2530	FUND BALANCE	( 466,090.60)	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	653,179.25	
	BALANCE - CURRENT DATE	653,179.25	
	TOTAL FUND EQUITY		653,179.25
	TOTAL LIABILITIES AND EQUITY		668,450.20

CITY OF HUBBARD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

WATER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>WATER UTILITY REVENUE</u>					
205-300-3401	SERVICE CHARGES WA	68,043.05	492,730.09	470,625.00	( 22,105.09)	104.7
205-300-3403	RECONNECTION FEE	900.00	6,407.94	4,000.00	( 2,407.94)	160.2
205-300-3601	MISCELLANEOUS REVENUE	1,278.83	9,134.05	10,000.00	865.95	91.3
205-300-3611	INTEREST INCOME	404.93	2,798.98	550.00	( 2,248.98)	508.9
205-300-3620	LEASE-WATER TOWER T MOBILE	1,449.46	8,696.76	7,200.00	( 1,496.76)	120.8
205-300-3622	VERZION LEASE	1,320.00	13,200.00	15,840.00	2,640.00	83.3
	TOTAL WATER UTILITY REVENUE	73,396.27	532,967.82	508,215.00	( 24,752.82)	104.9
	<u>BEGINNING FUND BALANCE</u>					
205-399-9999	BEGINNING FUND BALANCE	.00	466,090.60	438,534.00	( 27,556.60)	106.3
	TOTAL BEGINNING FUND BALANCE	.00	466,090.60	438,534.00	( 27,556.60)	106.3
	TOTAL FUND REVENUE	73,396.27	999,058.42	946,749.00	( 52,309.42)	105.5

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER UTILITY FUND EXP</u>					
205-461-1101 DIRECTOR OF ADMIN/RECORDER	707.64	7,631.61	8,600.00	968.39	88.7
205-461-1104 PUBLIC WORKS SUPERINTENDENT	2,214.98	24,822.84	29,900.00	5,077.16	83.0
205-461-1105 ADMINISTRATIVE ASSISTANT	2,195.33	23,253.79	25,200.00	1,946.21	92.3
205-461-1107 UTILITY WORKER 1	1,101.39	27,841.13	32,000.00	4,158.87	87.0
205-461-1108 PW ADMIN ASSISTANT	982.18	8,820.97	11,700.00	2,879.03	75.4
205-461-1113 PT OFFICE ASSISTANT	.00	2,725.96	6,400.00	3,674.04	42.6
205-461-1120 CITY MANAGER	.00	.00	28,800.00	28,800.00	.0
205-461-1212 OVERTIME	.00	.00	9,000.00	9,000.00	.0
205-461-4110 EB-MEDICAL & DENTAL	1,925.83	25,661.56	37,700.00	12,038.44	68.1
205-461-4120 EB-INSURANCE (LIFE & DISAB)	10.88	172.94	300.00	127.06	57.7
205-461-4150 EB-EMPLOYER TAXES	550.94	7,295.98	11,600.00	4,304.02	62.9
205-461-4170 EB-PERS	2,281.68	29,465.87	47,000.00	17,534.13	62.7
205-461-4190 EB-WORKERS COMP	.00	1,224.53	1,600.00	375.47	76.5
205-461-5100 PROFESSIONAL SERVICES	1,165.88	24,092.11	21,000.00	( 3,092.11)	114.7
205-461-5200 CONTRACTED SUPPORT	12.60	3,708.68	9,000.00	5,291.32	41.2
205-461-5300 OPERATIONAL SUPPLIES	9,805.30	22,011.83	26,500.00	4,488.17	83.1
205-461-6100 BUILDING MAINT & SUPPLIES	60.15	1,223.92	6,900.00	5,676.08	17.7
205-461-6200 RENTALS AND LEASES	96.12	886.98	2,900.00	2,013.02	30.6
205-461-6300 INSURANCE	.00	14,133.16	13,400.00	( 733.16)	105.5
205-461-6400 ADVERTISING & RECRUITMENT	59.75	170.76	100.00	( 70.76)	170.8
205-461-6500 LEARNING, DUES & MEMBERSHIPS	12.50	1,873.01	5,600.00	3,726.99	33.5
205-461-6600 OFFICE SUPPLIES & MISC EXPENSE	496.73	5,606.52	8,500.00	2,893.48	66.0
205-461-6700 EQUIP MAINT & SUPPLIES	159.62	20,522.48	22,480.00	1,957.52	91.3
205-461-6800 UNIFORMS	.00	199.22	600.00	400.78	33.2
205-461-6900 UTILITIES	3,059.69	36,122.21	38,400.00	2,277.79	94.1
TOTAL WATER UTILITY FUND EXP	26,899.19	289,468.06	405,180.00	115,711.94	71.4
<u>TRANSFER OUT</u>					
205-491-8003 TRANS TO RESERVE FUND	.00	8,500.00	8,500.00	.00	100.0
205-491-8009 TRANS TO WATER BOND	.00	.00	104,235.00	104,235.00	.0
205-491-8601 TRANS OUT - FRANCH	.00	21,234.36	24,031.00	2,796.64	88.4
205-491-8701 TRANS OUT OP OH	.00	26,676.75	35,569.00	8,892.25	75.0
TOTAL TRANSFER OUT	.00	56,411.11	172,335.00	115,923.89	32.7
<u>CONTINGENCY</u>					
205-900-9900 CONTINGENCY	.00	.00	84,085.00	84,085.00	.0
205-900-9990 RESERVE FUTURE EXPENDITURES	.00	.00	285,149.00	285,149.00	.0
TOTAL CONTINGENCY	.00	.00	369,234.00	369,234.00	.0
TOTAL FUND EXPENDITURES	26,899.19	345,879.17	946,749.00	600,869.83	36.5



CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	46,497.08	653,179.25	.00	( 653,179.25)	.0

CITY OF HUBBARD  
BALANCE SHEET  
MAY 31, 2022

WATER CONSTRUCTION FUND

ASSETS

206-000-1001	CASH IN COMBINED CASH FUND	1,119,282.67	
	TOTAL ASSETS		1,119,282.67

LIABILITIES AND EQUITY

FUND EQUITY

206-000-2520	BEG FUND BALANCE	1,055,307.71	
206-000-2530	FUND BALANCE	( 1,055,307.71)	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	1,119,282.67	
	BALANCE - CURRENT DATE	1,119,282.67	
	TOTAL FUND EQUITY		1,119,282.67
	TOTAL LIABILITIES AND EQUITY		1,119,282.67

CITY OF HUBBARD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

WATER CONSTRUCTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>WATER CONSTRUCTION REVENUE</u>					
206-300-3550	WATER STATIC REVEN	12,985.83	81,415.96	110,000.00	28,584.04	74.0
206-300-3551	SDC-IMPROVEMENT	.00	854.00	1,708.00	854.00	50.0
206-300-3552	SDC-REIMBURSEMENT	.00	5,478.00	10,956.00	5,478.00	50.0
206-300-3554	SDC-ADMINISTRATION	.00	694.00	1,388.00	694.00	50.0
206-300-3611	INTEREST INCOME	678.03	5,303.79	2,500.00	( 2,803.79)	212.2
	<u>TOTAL WATER CONSTRUCTION REVENUE</u>	<u>13,663.86</u>	<u>93,745.75</u>	<u>126,552.00</u>	<u>32,806.25</u>	<u>74.1</u>
	<u>BEGINNING FUND BALANCE</u>					
206-399-9999	BEGINNING FUND BALANCE	.00	1,055,307.71	1,075,635.00	20,327.29	98.1
	<u>TOTAL BEGINNING FUND BALANCE</u>	<u>.00</u>	<u>1,055,307.71</u>	<u>1,075,635.00</u>	<u>20,327.29</u>	<u>98.1</u>
	<u>TOTAL FUND REVENUE</u>	<u>13,663.86</u>	<u>1,149,053.46</u>	<u>1,202,187.00</u>	<u>53,133.54</u>	<u>95.6</u>

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

WATER CONSTRUCTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WATER CONST FUND EXP</u>					
206-461-7000	CAPITAL OUTLAY	5,800.75	29,076.79	150,000.00	120,923.21	19.4
	TOTAL WATER CONST FUND EXP	5,800.75	29,076.79	150,000.00	120,923.21	19.4
	<u>TRANSFER OUT</u>					
206-491-8000	TRANSFERS OUT	.00	694.00	1,388.00	694.00	50.0
	TOTAL TRANSFER OUT	.00	694.00	1,388.00	694.00	50.0
	<u>CONTINGENCY</u>					
206-900-9990	RESERVE FUTURE EXPENDITURES	.00	.00	1,050,799.00	1,050,799.00	.0
	TOTAL CONTINGENCY	.00	.00	1,050,799.00	1,050,799.00	.0
	TOTAL FUND EXPENDITURES	5,800.75	29,770.79	1,202,187.00	1,172,416.21	2.5
	NET REVENUE OVER EXPENDITURES	7,863.11	1,119,282.67	.00	( 1,119,282.67)	.0

CITY OF HUBBARD  
BALANCE SHEET  
MAY 31, 2022

WATER BOND FUND

ASSETS

207-000-1001	CASH IN COMBINED CASH FUND	(	108,049.77)	
	TOTAL ASSETS		(	108,049.77)

LIABILITIES AND EQUITY

FUND EQUITY

207-000-2520	BEG FUND BALANCE		83,283.22	
207-000-2530	FUND BALANCE	(	83,283.22)	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(	108,049.77)	
	BALANCE - CURRENT DATE	(	108,049.77)	
	TOTAL FUND EQUITY		(	108,049.77)
	TOTAL LIABILITIES AND EQUITY		(	108,049.77)

CITY OF HUBBARD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

WATER BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>WATER BOND REVENUE</u>					
207-300-3611	INTEREST INCOME	( 65.46)	( 342.93)	100.00	442.93	(342.9)
	TOTAL WATER BOND REVENUE	( 65.46)	( 342.93)	100.00	442.93	(342.9)
	<u>TRANSFERS IN</u>					
207-391-0251	TRANS FROM-WATER UTLITY FUND	.00	.00	104,235.00	104,235.00	.0
	TOTAL TRANSFERS IN	.00	.00	104,235.00	104,235.00	.0
	<u>BEGINNING FUND BALANCE</u>					
207-399-9999	BEGINNING FUND BALANCE	.00	83,283.22	83,165.00	( 118.22)	100.1
	TOTAL BEGINNING FUND BALANCE	.00	83,283.22	83,165.00	( 118.22)	100.1
	TOTAL FUND REVENUE	( 65.46)	82,940.29	187,500.00	104,559.71	44.2

CITY OF HUBBARD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2022

WATER BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEBT SERVICE</u>					
207-461-9001	BOND INTEREST	.00	6,789.10	2,500.00	( 4,289.10)	271.6
207-461-9002	BOND PRINCIPAL	.00	184,200.96	185,000.00	799.04	99.6
	TOTAL DEBT SERVICE	.00	190,990.06	187,500.00	( 3,490.06)	101.9
	TOTAL FUND EXPENDITURES	.00	190,990.06	187,500.00	( 3,490.06)	101.9
	NET REVENUE OVER EXPENDITURES	( 65.46)	( 108,049.77)	.00	108,049.77	.0

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## **- MONTHLY REPORT -**

**DATE:** November 15, 2022  
**TO:** City Council  
**FROM:** Melinda Olinger, P.W. Administrative Manager

**ITEM #1 Discussion Item PFAS (Per- and Polyfluoroalkyl Substances) Cost Recovery Program:** Please see the attached documents from OAWU and Napoli Shkolnik, PLLC regarding a cost recovery program meant to protect utilities and ratepayers from a potential future PFAS contamination financial burden. Also attached to this report is email correspondence between P.W. Administrative Manager Melinda Olinger and Associate Attorney Ashleigh Dougill, Beery, Elsner and Hammond.

**Public Works requests a motion from Council to 1) authorize and direct Public Works Management to register for the PFAS Cost Recovery Program; or 2) direct Public Works Management not to register for the PFAS Cost Recovery Program at this time.**

**ITEM #2 Consent Agenda Park Use Application:** On the Consent Agenda is a request to authorize Jim Terwilliger's Park Use Application for their annual Christmas Tree Lighting event at Centennial Park on Friday, December 2, 2022.

Public Works recommends Council authorize this request.

**ITEM #3 Training:** As of the time this report was written on Monday, October 31, 2022, Public Works Superintendent Mike Krebs has completed 12 of the 15 training sections through the Iowa State University.

**ITEM #4 Barendse and Rivenes Park Fall Spraying:** P.W. Administrative Manager Melinda Olinger scheduled the routine bi-annual fall spraying to take place on October 21, 2022. A notice was posted on the City Facebook page regarding the spraying schedule, and Mayor Rostocil linked this post to other community Facebook pages as well.

**ITEM #5 Water Line Breaks:** Public Works experienced two separate, unrelated water line breaks the week of October 17, 2022. The first leak was located on "C" Street between 5<sup>th</sup> and 7<sup>th</sup> Streets, and the second one was located on Hoodview Drive. P.W. Superintendent Mike Krebs created a repair plan for both sites and worked with operations staff to complete repairs at both sites on Monday, October 24, 2022. Repairs were successful, however there was a report of a community Facebook post regarding discolored water and inconsistent flow. A location was not specified and Public Works did not receive any calls or inquiries regarding these concerns.

**ITEM #6 Leaf and Yard Debris Collection Event:** The first of two leaf and yard debris collection events took place on October 28-30, 2022. There was not as high a quantity disposed of as is typical; however this could be due to leaves being a little slower to fall. The second event is scheduled for November 18-20, 2022.

**ITEM #7 Public Works Monthly Project Dashboard and Project Details:** Due to public posting deadlines, the Public Works Project Dashboard and Project Detail reports are up-to-date as of eight days prior to the scheduled council meeting (i.e. October 31, 2022 for this current meeting). Any additional work completed during these eight days will either be reported verbally at the meeting or included in the following months documents.

<b>The Public Works Department completed 23 requests for locates for the month of October.</b>
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# PUBLIC WORKS MONTHLY PROJECT DASHBOARD

Last Revised: October 31, 2022

## Project Summary Status

### Status Key

On Track	Delayed
Ongoing	At Risk
Pending	Complete

**RED FONT = RECENTLY ADDED**

Status	Project	Phase	Owner	Projected Completion	Status Summary
On Track	Pacific Hwy. 99E ADA Improvement Project	3 of 3	ODOT	11/30/2022	Project remains on track for completion.
	2022 Mercury Revised Rule TMDL Update	3 of 3	Melinda	12/31/2022	Updated TMDL Plan and Matrix submitted to DEQ and is pending approval.
	Hazard Mitigation Plan Update	3 of 3	Melinda	1/10/2023	Following public comment, the final draft will be submitted to OEM and FEMA for formal review. FEMA preliminary approval is anticipated by approximately 12/01/2022. Complete Plan ready for Council adoption January 10, 2023.
	2022 Mandatory City- Wide Backflow Testing	2 of 3	Melinda	12/31/2022	Second notices went out on schedule on September 30, 2022.
	2022 Special City Allotment Grant Application Project	1 of 2	Melinda	11/30/2022 Phase 1	Proposed project scope and cost estimate developed; grant application and attachments completed and submitted to State of Oregon.
	Street Striping	1 of 1	Mike	10/31/2022	<b>Project complete.</b> Project approximately 80% complete.
	2022 Disc Golf Course Clean-up	1 of 1	Mike	10/31/2022	<b>Project complete.</b> Additional spraying and debris removal will take place through the month of October.

Status	Project	Phase	Owner	Projected Completion	Status Summary
	2021 Water Conservation & Management Plan Update	2 of 2	Melinda	12/31/2022	Final redline draft in-house review prior to submittal to the State of Oregon Water Resource Department with final order request.
	2021 Wastewater Facilities Plan Update	2 of 2	Mike	12/31/2022	Treatment System evaluation continues. Inflow and infiltration study continues. City Engineers tying in the pending new NPDES permit requirements.
	2022 NPDES Permit Renewal	3 of 3	Mike	10/31/2022	Project complete.
	Barendse/Rivenes Park Restroom Security Camera Update	1 of 2	Melinda	6/30/2023	Procurement process begun. (Installation will be 30-days to install cams)
	2022 City Shop Yard Access Improvements	1 of 2	Mike	6/30/2023	Project design stage.
	"G" Street Sidewalk Improvements (R.R. Crossing ROW)	2 of 3	Mike	Pending U.P. Schedule	Pending.
	2022 Water System Emergency Response Plan update	1 of 1	Melinda	6/30/2022	Draft Plan 65% complete.
	2022 Water System Improvements Project	1 of 3	Phase 1: Melinda; Phases 2-3 Mike	12/31/2026	RFP for Integrator of Record in progress. Funding meeting preparation. 10/11/2022 Council Consent Agenda request for Council authorization to procure an Integrator of Record to provide water and wastewater control system and instrumentation integration services as an independent contractor to the City.



Status	Project	Phase	Owner	Projected Completion	Status Summary
	2022 P.W. Office Assistant Recruitment	2 of 3	Melinda	11/15/2022	Pending additional applications. September 26, 2022 was the date of first review. Re-posting to give time for additional applications.
	2022 Biosolid Management Plan Update	2 of 2	Mike	12/31/2022	DEQ notified City will need to obtain an updated land application site approval (Oregon Turf). Additional options will also be re-explored.
	2022 City Shop Roof Replacement	1 of 2	Mike	6/30/2023	Project pending.
	2022 Fuel Storage System Plan	1 of 2	Melinda	6/30/2023	Research/partnership in progress.
	2022 Emergency Operations Plan Update	1 of 2	Melinda	12/31/2023	Redline begun.
	2022 Safety Manual Plan Update	1 of 2	Melinda	6/30/2023	Draft 60% complete on new OSHA-required heat safety program requirements.
	2023/24 P.W. Budget	1 of 1	Melinda	6/30/2023	Ongoing Budget Tracking/Prep
	R.R. ROW Clean-up	1 of 2	Melinda	TBD by U.P	Administrative Manager Melinda Olinger made contact with the U.P.'s track maintenance staff, and was given new contact information for the replacement ROW maintenance supervisor as the contact previously responsible is no longer with U.P. Currently on hold pending a response from U.P.
	2022/23 Sidewalk Repair Project	1 of 1	Melinda	TBD	Working with property owners. Additional notices sent out with repair options. In contact with and working with the property owner of 3269 3rd Street.

Status	Project	Phase	Owner	Projected Completion	Status Summary
	8th Street Pathway Clean-up	1 of 2	Melinda	TBD	Working through new project development. This area is not within the city limits so will coordinate with Marion County, the developer and adjacent property owners to keep the project moving forward. General cleanup of the existing pathway was completed. Project scoping complete. Informational letters mailed to adjacent property owners.
	2022 Water/Wastewater Rate Study	1 of 2	Melinda		Project pending water/wastewater improvements project funding forecast completion.
	2022 SDC Methodology Update Project	1 of 2	Melinda		Project pending for wastewater plan completion to include recommended CIP.
	Lower WWTP Tree/Brush Clean-up Project	1 of 2	Melinda		Project pending.
	Tennis Court Rehab	1 of 2	Melinda		Project pending.
	2022 COOP Plan Update	1 of 1	Melinda		Project pending.
	Cross Connection Ordinance and Program Update	1 of 1	Melinda		Project pending.
	Drinking Water Protection Plan Update	1 of 1	Melinda		Project pending.
	Parks Master Plan Update	1 of 1	Melinda		Project pending.
	WWTP Alarm System Update/Upgrade	1 of 2	Melinda		Project pending.

Status	Project	Phase	Owner	Projected Completion	Status Summary
	2023 Splash Fountain Motor Replacement	2 of 2	Mike	5/15/2023	Replacement equipment received. Work scheduled for April, 2023.
	2023 Splash Fountain Brick Refurbishment	2 of 3	Mike	September, 2023	Brick overlay's received.
	GIS Mapping Updates to include precise meter locations	1 of 3	Melinda		Project schedule pending.
	WWTP Mandatory NPDES Permit Requirement Actions				Schedule pending final NPDES permit approval.
	City Hall Toilet Replacement	1 of 2	Mike	TBD	Pending.
	City Hall Window Replacement Project	1 of 2	Mike	TBD	Pending.
	P.W. Annual reports and testing.	Multiple	Melinda	Ongoing	Additional detail to follow.
	P.W. Annual events.	Multiple	Melinda	Ongoing	Additional detail to follow.
	DEQ Monthly Discharge Monitoring Report.		Mike	Ongoing	Additional detail to follow.
	Bi-annual Biosolids Disposal	1 of 1	Mike	Ongoing	Additional detail to follow.

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

### Status Key

On Track	Delayed
Ongoing	At Risk
Pending	Complete

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	Pacific Hwy. 99E ADA Improvement Project	ODOT	Week of 07/11/2022	10/31/2022	

**Project Description:** Reconstruction of all ADA access ramps on Pacific Hwy. 99E within the city limits, to bring them into compliance.

**Project Funding:** Staff time.

**Current Phase:** 3 of 3

**Summary of Project Efforts:** Public Works Management remains in contact with the project manager and contractor. Worked with contractor to repair damaged valve cans and conversed regarding old-style manhole covers.

## Risks:

Risk	Check Point	Status Description
Traffic delays, incident - accident. Overall minimal risk.	As needed.	No project delays expected. Project remains on schedule to be completed on schedule.



PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

Project Summary Status

Status Key

On Track

Ongoing

Pending

Delayed

At Risk

Complete

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
2022 Mercury Revised Rule TMDL Update		Melinda	06/01/22	12/31/22	Updated plan submitted to DEQ and is pending approval.
Project Description: Adding an amendment to the City's Master TMDL (Total Maximum Daily Pollutant Limit) Plan to reflect the recently updated and adopted mercury rule.					
Project Funding: Staff time.					
Current Phase: 3 of 3					
Summary of Project Efforts: Research, review, draft plan amendment.					
Risks:					
	Risk	Check Point	Status Description		
	Competing deadlines; computer issues; slow DEQ response.	Bi-weekly	Project draft submitted on schedule.		

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

Status Key			
On Track	Delayed		
Ongoing	At Risk		
Pending	Complete		

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	Hazard Mitigation Plan Update	Melinda	09/01/21	01/10/23	Complete Marion County draft document is in the public comment stage. The final draft will be submitted to both OEM and FEMA for a formal review following public comment. FEMA preliminary approval anticipated by approximately 12/01/2022. Complete Plan ready for Council adoption January 10, 2023. Hubbard Addendum is complete.

## Project Description:

Update of Marion County's Hazard Mitigation Master Plan, which includes an Addendum specific to Hubbard. This plan keeps the City eligible for disaster cost reimbursements.

## Project Funding:

Initial legal review of agreement; staff time.

## Current Phase:

3 of 3

## Summary of Project Efforts:

Hubbard Addendum drafted and reviewed by relevant parties. Complete Marion County draft Plan was reviewed and comments submitted. Staff time was tracked and submitted per grant requirements. Final Marion County Plan, including the Hubbard-specific Addendum, will be adopted by Council to ensure the City remains eligible for disaster funding.

## Risks:

Risk	Check Point	Status Description
Competing deadlines.	Bi-weekly	Project on schedule for final adoption.

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

### Status Key

On Track	Delayed
Ongoing	At Risk
Pending	Complete

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 Mandatory City-wide Backflow Testing	Melinda	6/1/2022	12/31/2022	Second notices out on schedule, September 30, 2022. Initial notices out on schedule. Tracking of incoming test results as received. Second notice scheduled for September 30, 2022.
Project Description:					
All backflow devices (private and public) are required to be tested on an annual basis and tracked by the water provider (City).					
Project Funding:					
Testing costs for City-devices, postage for mass-mailings and Staff time.					
Current Phase:					
2 of 3					
Summary of Project Efforts:					
Initial notices sent out on schedule. Response to questions as received. Tests results archived as they are submitted. 2nd notice scheduled for mailing by the end of September.					
Risks:					
	Risk	Check Point	Status Description		
	Conflicting priorities; non-responsive property owners.	Monthly	On-schedule for completion by December 31, 2022.		

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

### Status Key

On Track	Delayed
Ongoing	At Risk
Pending	Complete

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 Special City Allotment Grant Project	Melinda	6/1/2022	11/30/2022	Researched new, revised grant criteria. On-site potential project scoping and cost estimates. Matched with budget. Completed grant application and attachments. Submitted to State of Oregon.

### Project Description:

Street improvements grant application submittal. Proposed project includes: **Location 1:** "A" Street Improvements, between 3rd and 5th Streets, overlay; north side sidewalks; ADA ramps and non-curbed sidewalk/street transitions. **Location 2:** 3rd Street between "A" and "D" Street sidewalk improvements. **If** the grant is awarded and bids are favorable, plan to include **Location 3:** street and sidewalk improvements on 5th Street between "G" and "F" Streets which continues the recently-completed SCA grant project on 5th Street between "G" and "J" Streets. **Grant request: \$250,000. City-funds Locations 1 & 2: \$65,649. Location 3 is estimated to add an additional \$81,098 (city-funds).**

### Project Funding:

Staff/City Engineer time. Street Construction funds if project is awarded and moves to construction.

### Current Phase:

1 of 2

### Summary of Project Efforts:

Grant criteria reviewed, application and attachments completed. Grant request submitted.

### Risks:

Risk	Check Point	Status Description
Competing priorities. Construction costs subject to current supply and demand volatile trends.	Bi-weekly	Application and attachments submitted on schedule. Awards scheduled to be announced in November, 2022.

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

### Status Key

On Track	Delayed
Ongoing	At Risk
Pending	Complete

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	Street Striping	Mike	Week of 09/12/2022	10/31/2022	<b>Project complete.</b> Approximately 80% complete. Paint inventoried and ordered and equipment check performed.

**Project Description:** Annual crosswalk, curb and parking painting.

**Project Funding:** Street funds; staff time.

**Current Phase:** 1 of 1

**Summary of Project Efforts:** Project ready to move forward the week of September 12, 2022.

## Risks:

Risk	Check Point	Status Description
Paint procurement / availability; competing priorities; equipment malfunction; weather.	Weekly	On schedule.



PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

Project Summary Status

Status Key			
On Track	Delayed		
Ongoing	At Risk		
Pending	Complete		

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 Disc Golf Course Clean-up	Mike	6/1/2022	10/31/2022	Project complete. Ongoing brush overgrowth clean-up will continue with hand-tools as needed through the upcoming wet months. Spraying and debris clean-up continues. Additional spraying, debris cleanup to continue.
Project Description: Clear Disc Golf Course for Public Use					
Project Funding: Staff time.					
Current Phase: 1 of 1					
Summary of Project Efforts: Spraying, clean-up of debris.					
Risks:					
	Risk	Check Point	Status Description		
	Competing priorities; weather.	Weekly	On schedule for completion by October 31, 2022.		

PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

Project Summary Status

Status Key			
On Track	Delayed		
Ongoing	At Risk		
Pending	Complete		

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2021 Water Conservation & Management Plan Update	Melinda	10/1/2021	12/31/2022	Final redline draft in-house review and submitted to the State of Oregon Water Resources Department with a final order request.
Project Description: Mandatory plan update					
Project Funding: Staff, Consultant and City Engineer time;					
Current Phase: 2 of 2					
Summary of Project Efforts: Compiling required data; plan review and submittal to the State of Oregon.					
Risks:					
	Risk	Check Point	Status Description		
	Competing priorities.	Bi-weekly.	On schedule for final order.		

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

### Status Key

On Track	Delayed
Ongoing	At Risk
Pending	Complete

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2021 Wastewater Facilities Plan Update	Mike	10/1/2022	12/31/2022	Treatment System evaluation continues. Inflow and infiltration study continues. City Engineers tying in the pending new NPDES permit requirements.

Project Description: Wastewater Master Plan update.

Project Funding: Staff and City Engineer time.

Current Phase: 2 of 2

Summary of Project Efforts: Review current plan; update as applicable; coordinate with pending NPDES permit requirements with DEQ.

## Risks:

Risk	Check Point	Status Description
Competing priorities.	Bi-weekly.	Project intentionally delayed in order to coordinate the timing of completion with the NPDES permit process to allow new permit requirements to be incorporated into the updated Plan.
		Project is on schedule for completion with the revised project schedule.



# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

### Status Key

On Track	Delayed
Ongoing	At Risk
Pending	Complete

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 NPDES Permit Renewal	Mike	9/1/2022	10/31/2022	<b>Project complete.</b> P.W. Superintendent Mike Krebs and P.W. Administrative Manager Melinda Olinger met with City Engineers Matt Wadlington and Andrew Matsumoto to discuss and submit additional comments and revisions during the public comment period. Public comment period ended. All City revisions submitted during public comment were approved by DEQ, including reducing the proposed twice weekly BOD testing to remaining at once weekly. NPDES permit is final and issued, effective as of November 1, 2022. Staff and City Engineer comments provided to DEQ; draft permit opened by DEQ for public comment period (ends 09/27/2022)
Project Description: NPDES Permit renewal by DEQ.					
Project Funding: Wastewater funds. Staff and City Engineer time. Final permit order will come with mandatory actions and improvement					
Current Phase: 3 of 3					
Summary of Project Efforts: Staff worked with the City Engineers and DEQ to come up with a final draft permit ready for public comment.					
Risks:					
	Risk	Check Point	Status Description		
	Competing priorities.	Bi-weekly.	Permit issued. On schedule for final permit order.		

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

### Status Key

On Track	Delayed
Ongoing	At Risk
Pending	Complete

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 Park Restroom Security Camera Update	Melinda	7/1/2022	6/30/2023	Procurement process has begun.
<b>Project Description:</b> Replace antiquated security cameras at both Barendse and Rivenes Park restrooms.					
<b>Project Funding:</b> Staff time; park (general) funds.					
<b>Current Phase:</b> 1 of 2					
<b>Summary of Project Efforts:</b> Estimates being requested/received.					
<b>Risks:</b>					
	Risk	Check Point	Status Description		
	Competing priorities.	Monthly.	On schedule for completion.		

PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

Project Summary Status

Status Key			
On Track	Delayed		
Ongoing	At Risk		
Pending	Complete		

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 City Shop Yard Access Improvements	Mike	TBD	6/30/2023	
Project Description: Gate added to allow easy access to the generator. Clean-up/beautification of Shop grounds.					
Project Funding: City staff, P.W. funds.					
Current Phase: 1 of 2					
Summary of Project Efforts:					
Risks:					
	Risk	Check Point	Status Description		
	Competing Priorities		Project start date TBD.		

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

### Status Key

On Track	Delayed
Ongoing	At Risk
Pending	Complete

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	"G" Street Sidewalk Improvement Project (R.R. Crossing ROW)	Mike	2020 TBD by U.P.		P.W. Superintendent Mike Krebs and P.W. Administrative Manager Melinda Olinger scheduled to meet the week of October 10, 2022 to discuss legal feedback and next steps forward. Staff received legal's comments on Agreement. Public Works Management to meet regarding comments, then response forwarded to U.P.
<b>Project Description:</b>					
<b>Project Funding:</b>					
<b>Current Phase:</b>					
<b>Summary of Project Efforts:</b>					
<b>Risks:</b>					
	U.P. schedule; competing priorities.	Check Point Bi-weekly.	Status Description Anticipate once the agreement approved and signed Staff will be able to schedule project timing and completion.		

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

Status Key			
On Track	Delayed	At Risk	Complete
Ongoing	Pending		

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 Water System Emergency Response Plan Update	Melinda	6/1/2022	6/30/2023	Draft plan 65% complete.
Project Description: Update the Water System emergency response plan.					
Project Funding: Staff time.					
Current Phase: 1 of 1					
Summary of Project Efforts: Water system review, information input in Plan document.					
Risks:					
	Risk	Check Point	Status Description		
	Competing priorities.	Monthly.	On schedule for project completion.		



# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

### Status Key

On Track	Delayed
Ongoing	At Risk
Pending	Complete

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 Water System Improvements Project (MCARPA)	1 of 3	9/1/2021	12/31/2026	Integrator of Record RFP in progress. Preparing for upcoming meeting with funding agencies. 10/11/2022 Council Consent Agenda request for Council authorization to procure an Integrator of Record to provide water and wastewater control system and instrumentation integration services as an independent contractor to the City. Staff's goal is to utilize the support and resources of a single firm to provide these services to facilitate consistency, rapid response to needs, and a standard approach to developing and maintaining the City's controls and Supervisory Control and Data Acquisition (SCADA) systems moving forward, and to allow the same people to help design the system and also do the installation. Detailed project scope and accounting/budget details in progress.

Project Description:	Water System Improvements per the Water System Master Plan CIP
Project Funding:	Staff and City Engineer time; water construction funds and savings; MCARPA grant and City ARPA funds
Current Phase:	1 of 3
Summary of Project Efforts:	Research of: ARPA fund use and 2nd party use (MCARPA); audit requirements; grant applied and received; ARPA accounting trainings; detailed project scope and budget details.

Risks:	Risk	Check Point	Status Description
	Competing priorities; Construction costs subject to current supply and demand volatile trends.	Bi-weekly	On schedule for completion.

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

Status Key			
On Track	Delayed		
Ongoing	At Risk		
Pending	Complete		

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 P.W. Office Assistant Recruitment	Melinda	7/1/2022	11/15/2022	Project delayed. Insufficient applications received as of the original September 26, 2022 first application review. Position re-posted on the City Facebook page and shared with other public community Facebook pages. If a sufficient number of applications not received by the week of October 17, 2022, the position will be re-advertised. Position advertised.

## Project Description:

Project Funding: Office Assistant recruitment  
Staff time; advertising.

Current Phase: 2 of 3

Summary of Project Efforts: Job description updated and adopted; position advertised;

## Risks:

Risk	Check Point	Status Description
Lack of qualified applicants	Weekly	Delayed. On schedule.

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

### Status Key

On Track	Delayed
Ongoing	At Risk
Pending	Complete

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 Biosolids Management Plan Update	Mike	6/1/2022	12/31/2022	Draft document submitted to DEQ. DEQ is requiring the City obtain a new land application site approval. Staff plans to re-explore additional disposal options as well.

### Project Description:

Plan update to include additional site disposal options.

### Project Funding:

Staff time.

### Current Phase:

2 of 2

### Summary of Project Efforts:

Plan draft submitted to DEQ.

### Risks:

Risk	Check Point	Status Description
Competing priorities. Current disposal site may decide they want to withdraw their site.	Monthly.	On schedule.



# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

RED FONT = RECENTLY ADDED

### Status Key

On Track	Delayed
Ongoing	At Risk
Pending	Complete

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 City Shop Roof Replacement	Mike	1/1/2023	6/30/2023	
Project Description: Replacement of City Shop Roof					
Project Funding: Staff time, P.W. Funds					
Current Phase: 1 of 2					
Summary of Project Efforts:					
Risks:					
	Risk	Check Point	Status Description		
	Competing priorities.				

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

Status Key			
On Track	Delayed		
Ongoing	At Risk		
Pending	Complete		

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 Fuel Storage System Plan	Melinda	5/1/2022	6/30/2023	Research and potential partnership in progress.
Project Description: Onsite fuel storage for use during emergency events.					
Project Funding: Staff time and P.W. funds					
Current Phase: 1 of 2					
Summary of Project Efforts: Research of rules, regulations and options. Potential partnerships.					
Risks:					
	Risk	Check Point	Status Description		
	Competing priorities.	Monthly.	Project on track for completion.		

PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

Project Summary Status

Status Key			
On Track	Delayed		
Ongoing	At Risk		
Pending	Complete		

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 Emergency Operations Plan Update	Melinda	6/1/2022	12/31/2023	Redline draft begun.
Project Description:					
Project Funding:					
Current Phase:					
Summary of Project Efforts:					
Risks:					
	Risk	Check Point	Status Description		
	Competing priorities.	Monthly	On schedule for completion.		

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

Status Key			
On Track	Delayed		
Ongoing	At Risk		
Pending	Complete		

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022 Safety Manual Plan Update	Melinda	1/1/2022	6/30/2023	New OSHA-required heat safety program requirements approximately 60% complete. Complete Plan draft 80% complete.
Project Description:					
Project Funding:					
Current Phase:					
Summary of Project Efforts:					
Risks:					

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

Status Key			
On Track	Delayed		
Ongoing	At Risk		
Pending	Complete		

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2023/24 Budget	Melinda		6/30/2022	Ongoing. Current budget tracking. Tracking P.W. priorities/needs for funding.
Project Description:					
Project Funding:		Staff time.			
Current Phase:		1 of 1			
Summary of Project Efforts:		Continuous monitoring of P.W. priorities and needs for funding.			
Risks:					
		Risk	Check Point	Status Description	
		Rising operating costs.			

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

### Status Key

On Track	Delayed
Ongoing	At Risk
Pending	Complete

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	R.R. ROW Clean-up	Melinda	TBD		Administrative Manager Melinda Olinger made contact with the U.P.'s track maintenance staff, and was given new contact information for the replacement ROW maintenance supervisor as the contact previously responsible is no longer with U.P. Currently on hold pending a response from U.P. Will follow-up again if have not heard back by the week of October 10, 2022.
<b>Project Description:</b> U.P. ROW adjacent to tracks on east and west sides maintained to reduce safety issues.					
<b>Project Funding:</b> City Staff time.					
<b>Current Phase:</b> 1 of 2					
<b>Summary of Project Efforts:</b> Back and forth communication with U.P.					
<b>Risks:</b>					
	Risk	Check Point	Status Description		
	U.P. refusal to maintain. Competing priorities.	Bi-weekly.	Waiting for reply from newly-appointed U.P. maintenance supervisor.		

# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

Status Key			
On Track	Delayed	At Risk	Complete
Ongoing			
Pending			

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	2022/23 Sidewalk Repair Project	Melinda	TBD		Additional notices out. Working with property owner of 3269 3rd Street.
Project Description: Sidewalk Maintenance					
Project Funding: Staff Time; Property Owners; Street Fund (Sidewalk Reimbursement Program)					
Current Phase: 2 of 3					
Summary of Project Efforts: Inspection complete; notices out; work with property owners.					
Risks:					
	Risk Contractor availability; weather; property owner reluctance.	Check Point Bi-monthly	Notices out.	Status Description	



# PUBLIC WORKS MONTHLY PROJECT UPDATE DETAILS

Last Revised: October 31, 2022

## Project Summary Status

### Status Key

On Track	Delayed
Ongoing	At Risk
Pending	Complete

RED FONT = RECENTLY ADDED

Status	Project	Owner	Scheduled Start	Scheduled Finish	Notes
	8th Street (between "A" & "B" Streets) Pathway Beautification Project	Melinda	9/13/2022	TBD once project cost estimate is complete.	<p>P.W. Administrative Manager working through new project development. This area is not within the city limits so will coordinate with Marion County, the developer and adjacent property owners to keep the project moving forward. General cleanup of the existing pathway was completed by operations staff.</p> <p>P.W. Administrative Manager Melinda Olinger scoped out the potential project and then scheduled an on-site meeting with P.W. Superintendent Mike Krebs to discuss my recommended improvement options and developed a plan moving forward. Informational project letter out to adjacent property owners. Crew will be directed to begin the general clean-up of this area.</p>

## Project Description:

Beautification and marking of pathway; broken limbs removed from trees alongside pathway; 5-6 walkway decorative light installation; and asphalt tree root repair. P.W. Administrative Manager Melinda Olinger noted that the ROW on the "B" Street side is 60-feet, and is 10' on the "A" Street side. Improvements are being proposed for the 10'-pathway ROW only. Noted that the westside property owner on "B" Street is using a portion of the ROW for personal use.

## Project Funding:

Staff time; Street funds.

## Current Phase:

1 of 3

## Summary of Project Efforts:

Project scoping.

## Risks:

### Risk

Funding; competing priorities. **Outside city limits (i.e. island.)**

### Check Point

Bi-weekly.

### Status Description

Crew directed to begin general clean-up of the area.





# PFAS Cost Recovery Program

The Oregon Association of Rural Water Utilities and the National Rural Water Association engaged the law firm of Napoli Shkolnik to file a cost recovery action to provide water and wastewater systems the opportunity to recover any current or future expenses for testing, treatment and remediation of PFAS contamination. Registering onto the cost recovery rolls is like an insurance policy without a premium and if asked by your customers, a strong positive message that the system has undertaken action to lessen any financial burden resulting from PFAS contamination.

**Time is of the essence; we encourage all systems to register NOW!**

## NO COST

- Zero upfront cost to register the utility onto the cost rolls.
- A system must be registered prior to any settlement or judgement being reached in order to benefit.

## DON'T MISS OUT

- While there is no timeframe as to when a settlement may be finalized, those settlement talks are underway.

## NO TESTING REQUIRED

- There is no threshold or cost to register onto the cost recovery rolls.
- Systems should register regardless of testing or detection status.

## COMPLY WITH GUIDELINES

- The EPA recently set health advisory levels for PFAS as low as 4 parts per quadrillion.
- A system with any level of detection is likely to be out of compliance with the federal standard.

## HOW TO REGISTER AND PROTECT YOUR UTILITY FROM OUT-OF-POCKET COSTS:



Call Hank Naughton, Managing Partner at 978-852-3643



Email Hank Naughton, Managing Partner, at [hnaughton@napolilaw.com](mailto:hnaughton@napolilaw.com)



Register at [www.napolilaw.com/nrwa-pfas](http://www.napolilaw.com/nrwa-pfas)

**Formal presentations are available to your utility and can be arranged by contacting Hank Naughton at [hnaughton@napolilaw.com](mailto:hnaughton@napolilaw.com) or 978-852-3643.**



**NAPOLI  
SHKOLNIK PLLC**  
ATTORNEYS AT LAW

Subject: Oregon PFAS Cost Recovery Program



Oregon Association of Water Utilities has teamed with National Rural Water Association to make you aware of a PFAS Cost Recovery Program that we strongly encourage your utility to register into, at no cost, to protect your utility and rate payers from a PFAS contamination financial burden.

As background, when the 2016 health advisory was issued by U.S. EPA, the National Rural Water Association Board of Directors, which is comprised of a National Director from all 50 state affiliates including OAWU, voted to engage the Napoli Shkolnik law firm to file a cost recovery action that would allow all utilities to register and recover any current and projected future expenses for testing, treatment and remediation due to PFAS contamination upon any potential settlement or judgement in your favor. For clarification, this is not a class action lawsuit as there are multiple classes of plaintiffs, thus they are combined into what is called multidistrict litigation. The three points we want to stress to utilities are:

1. The action is cost recovery, not punitive.
2. The litigation is filed against the global manufacturers of the compounds and does not impact local companies who may have used them.
3. There is zero upfront cost to register the utility onto the cost rolls, however, a system must be registered prior to any settlement or judgement being reached in order to benefit. While there is no timeframe as to when a settlement may be finalized, those settlement talks are underway. The recently announced revised health advisory from EPA will further place pressure on a potential settlement being reached.

There is no threshold or cost to register onto the cost recovery rolls, we encourage all systems to register and protect their system and ratepayers from a potential increased financial burden. Systems should register regardless of testing or detection status. Registering onto the cost recovery rolls is like an insurance policy without a premium and if asked by your customers, a strong positive message that the system has undertaken action to lessen any financial burden resulting from PFAS contamination.

Time is of the essence; the EPA recently set health advisory levels for PFAS as low as 4 parts per quadrillion. The EPA is in the process of establishing an enforceable maximum contaminant level (MCL) under the Safe Drinking Water Act, which essentially means that a system with any level of detection is likely to be out of compliance with the federal standard. Finally, EPA is planning to designate PFOS and PFOA as hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). All these factors raise the potential for a large financial impact if these forever compounds are detected at your utility.

The Oregon Association of Water Utilities encourages you to take the first step and register your utility at [www.napolilaw.com/nrwa-pfas](http://www.napolilaw.com/nrwa-pfas).

Sincerely,  
Jason Green, Executive Director

Hank Naughton, Partner





## Melinda Olinger

---

**From:** Ashleigh Dougill <dougill@gov-law.com>  
**Sent:** Friday, October 14, 2022 11:33 AM  
**To:** Melinda Olinger  
**Cc:** Ashley Driscoll; Emily Matasar  
**Subject:** RE: PFAS Cost Recovery

**Follow Up Flag:** FollowUp  
**Flag Status:** Flagged

Good Morning Melinda,

Emily asked me if I could take a look at the attached informational packet for you and consider the pros and cons of joining. As I'm sure you're aware, this cost recovery program is a cost recovery lawsuit that the EPA is filing with law firm Napoli Shkolnik (out of New York) on behalf of state associations and local utilities nationwide. If successful, this action would allow all utilities that are registered in the lawsuit to recover current and projected expenses associated with PFAS contamination. This action is called a multidistrict litigation, meaning that while each utility's case remains separate, they all contain "common questions of fact". A multidistrict litigation is similar to a class action lawsuit, without some of the extra steps required for class certification. This particular multidistrict litigation is proceeding in the Federal District Court for South Carolina ([MDL 2873](#)).

Combining these lawsuits can reduce the financial burden on you if attempting to bring such an action on your own, make litigation more convenient, and promote administrative efficiency in the courts. A multidistrict litigation can also ensure that there are consistent rulings on an issue nationwide, which could strengthen your position in similar actions in the future. As the NRWA mentions in this pdf, there is no cost for you to register into this action.

Despite these benefits to a multidistrict litigation, there are also some downsides. First, any monetary recovery would be based on your ability to prove a level of harm from PFAS (i.e., your costs associated with PFAS testing, treatment, and remediation) and a successful settlement of this action. If this action is dismissed or if it proceeds to trial, then you would either not recover or would need to consider future costs of pursuing the action individually in a local court. This is because a multidistrict litigation only covers pretrial proceedings, not the trial itself. Proceeding to trial would also mean that you would need to educate and work with a new local judge who would have had no involvement in the case until that point. Although it is likely that a large case such as this will settle before trial, failing to reach a settlement and proceeding to trial is also a possibility.

The defendants in this case are another consideration. Although I wasn't able to find the named defendants for this action, they are likely large, national companies who have impacted many states. Because of this, any small, local or regional contaminators are probably not involved and you would not be able to recover costs directly from them in connection with this action.

Finally, any settlement made in the course of a multidistrict litigation would likely be final and binding, meaning that the City could not try for a more favorable result if unhappy with any settlement.

Ultimately, this will be a financial decision for the City based on your ability to prove harm, accept a compromise as a result, and your willingness to continue the litigation if it were to proceed to trial. Since there are no up-front costs associated with you joining this lawsuit, these factors impact the outcome of the case, not your interests in joining in the first place. Therefore, I see very little downside to joining this lawsuit if you believe that the City can show harm, can accept a compromise, and is willing to accept the risks associated with trial.

If the City does wish to join this lawsuit, I would recommend doing so sooner rather than later. Napoli Shkolnik states on its website that this case is in ongoing negotiations and may settle at any time.

Thanks, please feel free to reach out if you have any further questions!

--

Ashleigh K. Dougill (she/her)  
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**Beery Elsner & Hammond LLP**  
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**From:** Melinda Olinger <[molinger@cityofhubbard.org](mailto:molinger@cityofhubbard.org)>  
**Sent:** Monday, October 10, 2022 3:28 PM  
**To:** Ashley Driscoll <[ashleyd@gov-law.com](mailto:ashleyd@gov-law.com)>; Emily Matasar <[emily@gov-law.com](mailto:emily@gov-law.com)>  
**Cc:** Melinda Olinger <[molinger@cityofhubbard.org](mailto:molinger@cityofhubbard.org)>  
**Subject:** PFAS Cost Recovery

Hi Ashley & Emily!

I was wondering if one of you would have time to take a quick look at the attached and let me know if you see any downside to registering the City for the Oregon PFAS Cost Recovery Program as recommended by the Oregon Association of Utilities. The City did test in 2021, and at that time the results were non-detect at or above the minimum reporting limits. Below is a link to the website as well. 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. -

**CITY OF HUBBARD  
CITY COUNCIL MEETING MINUTES  
SEPTEMBER 13, 2022**

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

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

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

**EXCUSED:** City Councilor Tyler Thomas, City Councilor James Yonally.

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

Mayor Charles Rostocil asked City Council that Agenda Item #7, the continued discussion regarding compensation for non-represented employees, be postponed until the next City Council meeting, October 11, 2022, when all City Council members will be present to discuss.

City Council consensus was to hold of Agenda Item #7.

**APPEARANCE OF INTERESTED CITIZENS.** Hannah Mack and Kira Barber, representing North Marion School District, 20167 Grim Rd. Hubbard, and Rocky Sherwood, 2622 Nina Place, Hubbard. Rocky Sherwood said the North Marion High School is wanting to have a Homecoming Parade, Friday, October 14, 2022, and they want to have it come through Hubbard and would like to see if the City can provide traffic control and escorts for the parade.

Mayor Charles Rostocil said the Police Department does not have enough staff to handle an organized parade, but if they want to drive cars through town, obeying all traffic laws, they might be able to work something out, but floats or something that would require traffic control or slow down traffic would probably not be acceptable.

Sergeant Chris Anderson stated they do not have the resources to provide the necessary support for traffic control and any kind of organized event like a parade that would disrupt the flow of traffic would be prohibited, but if they wanted to drive cars with the flow of traffic, not impede traffic, or create congestions issues that is a different story.

Rocky Sherwood, 2622 Nina Place, Hubbard, said there was some vandalism done to the new backstops, and benches at Barendse Park and asked if there could be surveillance cameras put up. He also stated the bleachers are dented and the Park could use some clean up.

Sergeant Chris Anderson said the department can look into increasing patrols in and around the park.

Public Works Administrative Manager Melinda Olinger, stated they have budgeted for security cameras for Rivenes and Barendse Parks this fiscal year, and those cameras should be able to capture more area than the ones that are there now.

**MAYOR'S AND/OR COUNCIL'S PRESENTATIONS.** None.

**STAFF REPORTS:**

**POLICE DEPARTMENT- Police Sergeant Chris Anderson.** Sergeant Chris Anderson stated there was an incident that did not make it on the staff report that Officer Bentley got involved with on August 31, 2022. Officer Bentley made contact with some people in the parking lot of Marisco Morales after hours, which led to a couple of arrests and also he seized a large amount of quantity of mushrooms, methamphetamine, and a small amount of cocaine, all on a self-initiated contact.

Sergeant Chris Anderson said Officer Chris Davis responded to a vehicle fire on Rudometkin Dr. on August 27, 2022, and he was able to assist using his fire extinguisher and was able to stop the fire from spreading.

Sergeant Chris Anderson said they are waiting to hear back from Woodburn Ambulance regarding a Personal Service Agreement to do blood draws. This agreement would allow Hubbard Police to contact Woodburn Ambulance and come to the Woodburn Police Department where DUII's are processed and have them do a blood draw on site.

Mayor Charles Rostosil asked how the reimbursement works and what the cost is.

Sergeant Chris Anderson said the Department of Transportation is setting up a program that will allow for reimbursement, and the cost is \$225 per draw. He also said there is a Police Fund set up that would help pay for it, and last year the department only had 1 or 2 draws done last year, so it is not frequent, but time is of the essence for DUII's.

Sergeant Chris Anderson stated Chief Rash was successful in getting some much need updated Tasers from the Tualatin Police Department, saving the City a tremendous amount of money.

Sergeant Chris Anderson said Officers were busy doing Community Outreach, helping with the Bike Rodeo, and Back to School Night at the North Marion School District. He went on to say the department has had some Officers attend various trainings. Officer Chris Davis attended a defensive tactics instructor training, Chief Dave Rash attendant the CIS Management Conference and Officer Holliman attended the ODOT yearly Traffic Conference.

**HUBBARD FIRE DISTRICT – Interim Fire Chief Michael Kahrmann.** None.

**ADMINISTRATION DEPARTMENT – Director of Administration/City Recorder Vickie Nogle.** Director of Administration/City Recorder Vickie Nogle stated the candidates for the upcoming election are, Charles Rostocil for Mayor, James Yonally and Joseph Steininger for City Council Positions.

### **PAGE 3 – CITY COUNCIL MEETING MINUTES SEPTEMBER 13, 2022**

Director of Administration/City Recorder Vickie Nogle said there is a Planning Commission meeting scheduled for September 13, 2022, that will be a continued Public Hearing on the PUD for the Bronec Property Subdivision. She also said we have received an application for a Planning Commissioner and the appointment will be on the agenda for the October 11, 2022, City Council meeting.

Director of Administration/City Recorder Vickie Nogle said there was an issue with the electrical panel not working at City Hall, and the cost to fix it was approximately \$1300.00, and prior to this electrical incident there was a problem with the sewer line and the cost to fix that was \$988.00. She stated they made recommendation for in the future to install a clean out, and the total amount of that would be approximately \$10,000, which we might want to budget for. V. Nogle said Public Works Superintendent Mike Krebs recommendation for a temporary fix is put in a different flushing mechanism in the toilet.

Mayor Rostocil said he has noticed mold on the windows and if that could also be taken care of.

Public Works Superintendent Mike Krebs said the electrical issue is pretty much taken care of and is confident in saying it is ok, however to take care of the windows with the mold, they will need to be replaced.

Public Works Superintendent Mike Krebs said in regards to the sewer, most of the plumbing underneath the building has been replaced with ABS piping as the building has been remodeled, but at the point where it goes out into the sewer, the pipe looks to be the original pipe which is approximately 100 years old and the corrosion of the pipe is causing some issues. He went on to say in his opinion if we replace the Officers toilet with a 5-gallon flush toilet, it will have enough fluid and pressure to carry out any solids into the sewer system alleviating any extra pressure on the pipes, which will save us \$10,000 and give us enough time to budget for the clean out.

Director of Administration/City Recorder Vickie Nogle asked City Council if they would like to schedule a goal setting session and when they would like to do it.

There was a consensus of City Council to wait until the first of the year for this.

V. Nogle asked if City Council would like her to schedule the Department Head Reviews for October.

There was a consensus of the City Council for her to schedule the reviews for the later part of October 2022

**PUBLIC WORKS DEPARTMENT-Public Works Superintendent Mike Krebs.** Public Works Superintendent Mike Krebs said he signed up for a management training class through the University of Wisconsin, but has found out it is only an in-person class, so instead of taking this class, he is now looking into taking an online class through the University of Iowa. He went on to say that he has also found a Certified Public Works Professional Management Course offered by the American Public Works Association, which is an elite course that would take 18 months to complete, and he would like to take both trainings.



## **PAGE 4 – CITY COUNCIL MEETING MINUTES SEPTEMBER 13, 2022**

City Councilor Robert Prinslow asked what the time commitment is for the 18-month program.

Public Works Superintendent Mike Krebs said the course is done at your own speed with a test at the end of the course, and you have 2 years to take the exam. He went on to say he believes it would take approximately 500 hours over the course of 2 years to complete the course.

City Councilor Robert Prinslow asked if he will be able to fit this course into his work schedule.

Public Works Superintendent Mike Krebs responded yes, that he plans on doing a lot of the course work on his own time.

Consensus of City Council is that Public Works Superintendent Mike Krebs can take both courses.

Public Works Administrative Manager Melinda Olinger is also doing training. She is enrolled in the State of Oregon Project Management & Business Analysis Certification Program.

Public Works Superintendent Michael Krebs stated they are still working on the G Street Sidewalk project and hope to get it done in the March or April, weather permitting, but they are still working with the Railroad on this. He went on to say that this project is about 100 ft, and will be a full crossing.

Mayor Charles Rostocil asked if Union Pacific is going to trim back the overgrown vegetation that is growing along the tracks.

Public Works Administrative Manager Melinda Olinger said she has reached out to them, but is not having much luck getting a response back. She said last year Union Pacific sent out a crew just to do the easy stuff between D Street and A Street, but did not do any of the critical stuff, so she will reach back out to them.

Public Works Superintendent Michael Krebs said the splash fountain shut down the Saturday before Labor Day, and he could not get it back up and running, so he made the decision to shut it down for the season. He went on to say that he now has the parts and will make sure it is up and running in May.

City Councilor Robert Prinslow asked if notice was given to the public on the shut down and the reason behind it.

Public Works Superintendent Michael Krebs said he was not able to do it because it was on a weekend, and he does not have the ability to put it on Facebook himself.

Director of Administration/City Recorder Vickie Nogle stated we are having issues with the City Facebook page since it Facebook has migrated to Meta Business Suite.

City Councilor Robert Prinslow said he had heard from various people that were upset the fountain was shut down and thought the City intentionally shut it down, so it would be good for the City in the future to put a note on the bulletin boards that are in and around town.



Mayor Charles Rostocil also said to send him a text and he can post something on social media.

Public Works Administrative Manager Melinda Olinger asked for Council direction as they are interested in receiving a low interest loan to keep the funding options open for the water system improvement project. She went on to say they would not be committing to anything it just keeps the option open as a potential funding resource for the phase 1B of the water improvement project.

Consensus of Council is to keep the option open of receiving a low interest loan.

Public Works Administrative Manager Melinda Olinger will notify the funding agency that the City would like to continue to move forward.

City Councilor James Audritsh said there are two large fir trees with broken branches on the walkway between A and B Street that could be a hazard.

Public Works Superintendent Michael Krebs said he will take a look at them.

Sergeant Chris Anderson said people don't realize it is a public walkway and maybe if it is cleaned up, maybe some marking, or lighting it would help the public utilize it more.

City Councilor James Audritsh said he noticed that some of the crosswalk flags were missing.

Public Works Superintendent Michael Krebs said he found a couple shredded up on 5<sup>th</sup> Street. Mayor Charles Rostocil asked if we need to replace them and if they are being used. City Councilor James Audritsh said he has seen them being used.

Director of Administration/City Recorder Vickie Nogle asked if the sidewalk notices have been sent out to the property owners that need to do repairs to damaged sidewalks.

Public Works Administrative Manager Melinda Olinger stated it is still a pending project, that hasn't made it on to the master list yet, and they are still working towards that.

**DISCUSSION REGARDING APPROVAL OF ROCKY SHERWOOD BARENDSE PARK USE APPLICATION FOR THE 2022 OCTOBER HARVEST & DANCE EVENT ON SATURDAY, OCTOBER 15, 2022, CONTINGENT UPON POLICE CHIEF APPROVAL OF THE PARADE ROUTE AND ROAD CLOSURES; APPROVAL OF THE PARADE ROUTE AND ROAD CLOSURES; APPROVAL OF THE OUTDOOR ENTERTAINMENT PERMIT AND REQUEST TO WAIVE THE \$20 FEE, AND SUBJECT TO ALL VENDORS OBTAINING A VENDOR LICENSE PERMIT FROM CITY HALL BY OCTOBER 11, 2022.** *(Refer to Public Works Administrative Manager report, and Director of Administration/City Recorder report).*

Mayor Rostocil said they will strike the parade out. Rocky Sherwood, 2262 Nina Place, said there will not be holding a dance, only a band. Rocky also said they will have 4 F-15's from the Air Force do a fly over and then the pilots will be interacting with the festival goers. He went to say they will have 2 bands, 2 Latino food trucks, Rock and Latte, La Petite Bistro, Wood Crust Fire Pizza, and other food trucks. He said he is asking for the waiver of the \$20 application fee because money is tight, and he puts a lot of

money and time into these events, and morale is down in the community, and he has been told by citizens the events give them something to look forward to and give the community something worth living for.

Mayor Charles Rostocil asked Rocky Sherwood to make sure he works with Director of Administration/City Recorder Vickie Nogle because all the vendor permits need to be in by Tuesday, October 11, 2022, or they will not be able to be included in the event.

Mayor Charles Rostocil said Rocky Sherwood has put a lot of work into this event, and he is sorry they cannot support the parade, but there are no concerns from the actual event itself.

Sergeant Chris Anderson said this was a huge success last year, and it a great event, and keeping it at the park makes it work.

Mayor Charles Rostocil said going through this, striking out the parade route discussion, if Council had any concerns.

City Council consensus was they had no concerns.

MSA/Mayor Charles Rostocil /City Councilor Robert Prinslow motioned to approve the park use application for Rocky Sherwood for the 2022 Harvest Festival Event, Saturday, October 15, 2022, and waive the \$20 single event fee. Mayor Charles Rostocil, City Councilor James Audritsh, and City Councilor Robert Prinslow were in favor. Motion passed unanimously.

**CONSENT AGENDA.**

**A) Approval of June 14, 2022 City Council meeting minutes.**

**B) Approval of July 2022, and August 2022 Check Register Reports.**

**C) Resolution 735-2022. A Resolution adopting a job description for the Administrative Support Assistant.**

**D) Resolution No. 739-2022. A Resolution amending Resolution 668-2019, City of Hubbard Policies for the City of Hubbard, adding Section 7.03.03, Longevity Pay.**

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

MSA/Mayor Charles Rostocil/City Councilor James Audritsh moved to adopt Resolution 740-2022,

**CONTINUED DISCUSSION REGARDING COMPENSATION FOR NON-REPRESENTED EMPLOYEES.** *(Refer to Director of Administration/City Recorder Memo dated August 24, 2022)* Consensus of City Council is to have the discussion regarding COLA compensation for Non-Represented employees at the October 11, City Council meeting.

- A. **Resolution No. 740-2022. A Resolution for compensation ranges for represented Employees and amending Non-Represented Employees, and repealing resolution No. 737-2022.** MSA/Mayor Charles Rostocil/City Councilor James Audritsh moved to approve Resolution 740-2022, Exhibit A, with the blue highlighted table City Councilor James Audritsh, and City Councilor Robert Prinslow were in favor. Motion passed unanimously.

**OTHER CITY BUSINESS.**

None

**ADJOURNMENT - (SPECIAL CITY COUNCIL MEETING SEPTEMBER 19, 2022; NEXT REGULAR CITY COUNCIL MEETING IS OCTOBER 11, 2022, AT 7:00 P.M).** MSA/City Councilor James Audritsh /City Councilor Robert Prinslow motioned to adjourn the meeting. City Councilor Robert Prinslow, City Councilor James Audritsh and Mayor Charles Rostocil were in favor. Meeting adjourned at 8:05 p.m.

**ATTEST:**

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Charles Rostocil, Mayor

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

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Julie Hedden  
Administrative Assistant / Court Clerk  
Transcribing

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**CITY OF HUBBARD  
CITY COUNCIL SPECIAL  
MEETING MINUTES  
SEPTEMBER 21, 2022**

**CALL TO ORDER.** The Meeting was called to order at 6:30 p.m. via Zoom by Mayor Charles Rostocil.

**FLAG SALUTE.** Led by Mayor Charles Rostocil.

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

**BUDGET COMMITTEE PRESENT:** Joseph Steininger.

**STAFF PRESENT:** Director of Administration/City Recorder Vickie Nogle, Police Chief Dave Rash, Public Works Administrative Manager Melinda Olinger, Administrative Assistant / Court Clerk Julie Hedden, Contracted Budget Officer Christa Bosserman Wolfe.

**SUPPLEMENTAL BUDGET REVIEW AND DISCUSSION.** Contracted Budget Officer Christa Bosserman Wolfe presented the Supplemental Budget. She said the purpose of the Supplemental Budget and creation of new Special Revenue Fund is largely to provide the accounting and budget support for the ARPA dollars that the City has been granted and the Resolution presented this evening will accomplish this. She went on to say this new Revenue Fund will house all the Grant Funds specifically for ARPA and all the related expenditures so everything is very separate from the rest of the City Finances which creates an internal control mechanism, as well as allowing transparency, and a clear, easy budget trail for the Auditors.

Contracted Budget Officer Christa Bosserman Wolfe said the other task is the Supplemental Budget, which is a proposed budget adjustment. This adjustment creates the ARPA Fund, it shows the Grant Revenue coming in, and also captures expenditures that Staff reasonably believe will happen over the course of this fiscal year. She went on to say we have Grant Revenue increasing in this new fund of \$1,792,504, \$36,000 in personnel services, \$822,000 in Capital Outlay, \$47,5000 in special payments such as pass through Grants and funding that are going to special non-profit organizations, and \$887,004 in Reserved for Future Expenditures. Furthermore, it is requested the Water Construction Fund has an adjustment because it is expected to spend more in Capital Outlay there, so it has increased by \$170,000 and so the Reserve for Future Expenditures is being decreased by the same amount.

Contracted Budget Officer Christa Bosserman Wolfe said this entire package is going from a total Adopted Budget of \$10,365,187 and we are bumping it up to a total Amended Budget of \$12,157,691.

City Councilor James Audritsh asked if any of the ARPA money has been distributed yet.

Director of Administration/City Recorder Vickie Nogle said the only money that has been distributed is the Personnel Services as approved.

City Councilor James Audritsh said Jubilee Garden would have been one of the recipients of the ARPA Funds, but they are disbanding, and if we decide to put the money elsewhere, do we need to take care of that now in this meeting.

Contracted Budget Officer Christa Bosserman Wolfe stated it is ok to adopt this Supplemental Budget as presented today, because this will give a little more capacity within the budget appropriations laid out, and you do not have to spend, but it will give you room if there is another organization that Council would like to grant funds too because it would already be appropriated.

**PUBLIC HEARING.**

**A. 2022-23 BUDGET**

Mayor Charles Rostocil opened the 2021-22 Supplemental Budget Hearing at 6:38 p.m.

Mayor Charles Rostocil asked for comments and questions from the Budget Committee. There were none.

Mayor Charles Rostocil asked for comments and questions from the Public. There were none.

Mayor Charles Rostocil closed the Supplemental Budget Public Hearing at 6:39 p.m.

**RESOLUTION NO. 741-2022. A RESOLUTION APPROVING A SUPPLEMENTAL BUDGET AND CREATING A NEW SPECIAL REVENUE FUND FOR THE FISCAL YEAR 2022-23 BUDGET.** MSA/Mayor Charles Rostocil / City Councilor James Audritsh made a motion to approve Resolution number 741-2022, creating the new ARPA fund for the fiscal year 2022-2023 and adopting the Supplemental Budget as presented. Mayor Charles Rostocil, City Councilor James Audritsh, City Councilor Robert Prinslow, were in favor. Motion carried unanimously.

**OTHER CITY BUSINESS.** Director of Administration/City Recorder Vickie Nogle said the City Attorney is recommending City Council make a motion to delegate authority to the Mayor and Director of Administration/City Recorder to work with the City Attorney to make an offer and negotiate with the top candidate for the City Administrator position.

MSA/Mayor James Audritsh/City Councilor Robert Prinslow made a motion to delegate authority to the Mayor and Director of Administration/City Recorder to work with the City Attorney to make an offer and negotiate with the top candidate for the City Administrator position. Mayor Charles Rostocil, City Councilor James Audritsh, City Councilor Robert Prinslow were in favor. Motion carried unanimously.

Police Chief Dave Rash asked City Councilor for permission to hire a Police Officer for the potentially vacant position. He said we will be losing an Officer within the next month or two and would like to get the hiring process started.

MSA/Mayor Charles Rostocil/ City Councilor Robert Prinslow made a motion to approve Police Chief Dave Rash request to move forward in hiring a Police Officer. Mayor Charles Rostocil, City Councilor James Audritsh, City Councilor Robert Prinslow were in favor. Motion carried unanimously.

**ADJOURNMENT – Next regular scheduled City Council Meeting October 11, 2022, at 7:00 p.m.**MSA/ City Council James Audritsh / Mayor Charles Rostocil moved to adjourn the meeting at 6:44 p.m. Mayor Charles Rostocil, City Councilor James Audritsh, City Councilor Robert Prinslow were in favor. Motion carried unanimously.

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**Charles Rostocil, Mayor**

**ATTEST:**

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

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**Julie Hedden, Administrative Assistant  
Transcribing**

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## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/22	10/10/2022	12126	1	911 Supply Inc.	100-000-2001	249.99
10/22	10/10/2022	12127	753	CANON FINANCIAL SERVICES, INC.	205-000-2001	133.17
10/22	10/10/2022	12128	501	Cascade Columbia Distribution	205-000-2001	390.10
10/22	10/10/2022	12129	394	Caselle Inc	205-000-2001	2,099.00
10/22	10/10/2022	12130	711	Civil West Engineering Services Inc	201-000-2001	11,209.38
10/22	10/10/2022	12131	114	Coukoulis, Lori	100-000-2001	490.00
10/22	10/10/2022	12132	531	DATAVISION	205-000-2001	805.32
10/22	10/10/2022	12133	71	Davison Auto Parts	205-000-2001	59.09
10/22	10/10/2022	12134	633	Dog Waste Depot	100-000-2001	216.87
10/22	10/10/2022	12135	95	GW Hardware Center	100-000-2001	87.24
10/22	10/10/2022	12136	706	Holliman, Steve	100-000-2001	161.85
10/22	10/10/2022	12137	177	Language Line Services	100-000-2001	204.75
10/22	10/10/2022	12138	107	League Of Oregon Cities	100-000-2001	20.00
10/22	10/10/2022	12139	596	Multiverse Interpreting, Inc	100-000-2001	190.00
10/22	10/10/2022	12140	130	Net Assets Corporation	100-000-2001	84.00
10/22	10/10/2022	12141	764	NW TECH SUPPORT	205-000-2001	382.00
10/22	10/10/2022	12142	137	ODB Business Solutions, LLC	205-000-2001	27.27
10/22	10/10/2022	12143	139	One Call Concepts, Inc.	205-000-2001	26.40
10/22	10/10/2022	12144	148	Pacific Office Automation	100-000-2001	95.00
10/22	10/10/2022	12145	152	PGE- Portland General Electric	121-000-2001	11,561.19
10/22	10/10/2022	12146	266	Profectus, INC.	100-000-2001	530.74
10/22	10/10/2022	12147	581	Rash, Dave	100-000-2001	190.99
10/22	10/10/2022	12148	628	Schwartz, Molly	100-000-2001	104.38
10/22	10/10/2022	12149	781	The Greg Prothman Company (Prothman)	100-000-2001	5,833.33
10/22	10/10/2022	12150	104	Traffic Safety Supply Co. Inc.	121-000-2001	1,363.80
10/22	10/10/2022	12151	615	TransUnion Risk	100-000-2001	99.60
10/22	10/10/2022	12152	115	Valley Pacific Floral	100-000-2001	84.90
10/22	10/10/2022	12153	122	Verizon Wireless	100-000-2001	535.28
10/22	10/10/2022	12154	109	Waste Connections	100-000-2001	25.00
10/22	10/10/2022	12155	127	Waterlab Corporation	205-000-2001	1,030.00
10/22	10/10/2022	12156	643	WEX Bank	100-000-2001	3,388.39
10/22	10/10/2022	12157	787	Wolfe Consulting, LLC	205-000-2001	650.00
10/22	10/24/2022	12158	18	Canby Rental & Equip, Inc	100-000-2001	78.28
10/22	10/24/2022	12159	349	CIT	205-000-2001	215.67
10/22	10/24/2022	12160	49	ELAN Corporate Payment Systems	121-000-2001	5,184.06
10/22	10/24/2022	12161	53	ESRI	205-000-2001	400.00
10/22	10/24/2022	12162	794	GRANICH ENGINEERED PRODUCTS, INC	201-000-2001	276.66
10/22	10/24/2022	12163	378	Great Western Sweeping, Inc.	121-000-2001	2,659.40
10/22	10/24/2022	12164	97	Hach Company	201-000-2001	127.34
10/22	10/24/2022	12165	98	Hattenhauer Energy Co LLC	100-000-2001	86.56
10/22	10/24/2022	12166	77	limc - National	100-000-2001	185.00
10/22	10/24/2022	12167	177	Language Line Services	100-000-2001	251.55
10/22	10/24/2022	12168	118	Marion Co. Tax Collector	205-000-2001	2,363.68
10/22	10/24/2022	12169	293	Metcom 9-1-1	100-000-2001	23,643.63
10/22	10/24/2022	12170	123	Mid-Willamette Valley	100-000-2001	5,287.50
10/22	10/24/2022	12171	132	NW Natural Gas	205-000-2001	154.76
10/22	10/24/2022	12172	764	NW TECH SUPPORT	205-000-2001	1,582.00
10/22	10/24/2022	12173	137	ODB Business Solutions, LLC	205-000-2001	185.21
10/22	10/24/2022	12174	754	OES	100-000-2001	24.23
10/22	10/24/2022	12175	73	Oregon DEQ	201-000-2001	3,583.00
10/22	10/24/2022	12176	148	Pacific Office Automation	100-000-2001	95.00
10/22	10/24/2022	12177	789	PETROCARD, INC.	205-000-2001	278.46
10/22	10/24/2022	12178	795	Portland Police Bureau	100-000-2001	45.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/22	10/24/2022	12179	284	Republic Services	205-000-2001	545.91
10/22	10/24/2022	12180	122	Verizon Wireless	205-000-2001	229.55
10/22	10/24/2022	12181	343	Walter E. Nelson Co	100-000-2001	116.58
10/22	10/24/2022	12182	127	Waterlab Corporation	201-000-2001	380.00
10/22	10/24/2022	12183	336	Woodburn Ambulance Service Inc	100-000-2001	3,325.00
Grand Totals:						93,633.06

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-000-2001	.00	53,816.11-	53,816.11-
100-410-5100	2,977.15	.00	2,977.15
100-410-6100	159.22	.00	159.22
100-410-6200	75.48	.00	75.48
100-410-6400	20.00	.00	20.00
100-410-6500	185.00	.00	185.00
100-410-6600	258.04	.00	258.04
100-410-6900	532.17	.00	532.17
100-412-5100	1,058.46	.00	1,058.46
100-412-6100	15.93	.00	15.93
100-412-6200	17.25	.00	17.25
100-412-6600	67.96	.00	67.96
100-412-6900	126.87	.00	126.87
100-413-5300	84.90	.00	84.90
100-419-5100	3,635.16	.00	3,635.16
100-419-5400	5,287.50	.00	5,287.50
100-421-5100	3,220.25	.00	3,220.25
100-421-5300	398.72	.00	398.72
100-421-5400	26,968.63	.00	26,968.63
100-421-6100	175.14	.00	175.14
100-421-6200	207.25	.00	207.25
100-421-6500	1,224.42	.00	1,224.42
100-421-6600	82.99	.00	82.99
100-421-6700	3,177.24	.00	3,177.24
100-421-6800	249.99	.00	249.99
100-421-6900	983.63	.00	983.63
100-452-5100	229.51	.00	229.51
100-452-5300	333.45	.00	333.45
100-452-6100	110.61	.00	110.61
100-452-6200	44.07	.00	44.07
100-452-6400	49.75	.00	49.75
100-452-6500	359.50	.00	359.50
100-452-6600	77.84	.00	77.84
100-452-6700	607.14	.00	607.14
100-452-6900	814.89	.00	814.89
121-000-2001	.00	9,692.16-	9,692.16-
121-431-5100	3,604.31	.00	3,604.31
121-431-5500	1,363.80	.00	1,363.80
121-431-6100	42.46	.00	42.46
121-431-6200	41.92	.00	41.92
121-431-6400	49.75	.00	49.75
121-431-6500	359.50	.00	359.50
121-431-6600	193.06	.00	193.06

GL Account	Debit	Credit	Proof
121-431-6700	428.95	.00	428.95
121-431-6900	3,608.41	.00	3,608.41
201-000-2001	.00	13,643.67-	13,643.67-
201-432-5100	4,663.59	.00	4,663.59
201-432-5300	127.34	.00	127.34
201-432-6100	63.69	.00	63.69
201-432-6200	76.42	.00	76.42
201-432-6400	49.75	.00	49.75
201-432-6500	4,008.00	.00	4,008.00
201-432-6600	448.83	.00	448.83
201-432-6700	649.75	.00	649.75
201-432-6900	3,556.30	.00	3,556.30
202-000-2001	.00	5,401.38-	5,401.38-
202-432-7000	5,401.38	.00	5,401.38
205-000-2001	.00	11,079.74-	11,079.74-
205-461-5100	2,696.59	.00	2,696.59
205-461-5300	390.10	.00	390.10
205-461-6100	63.69	.00	63.69
205-461-6200	1,763.31	.00	1,763.31
205-461-6400	49.75	.00	49.75
205-461-6500	425.00	.00	425.00
205-461-6600	1,163.14	.00	1,163.14
205-461-6700	318.42	.00	318.42
205-461-6900	4,209.74	.00	4,209.74
Grand Totals:	93,633.06	93,633.06-	.00

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

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CITY OF HUBBARD  
PARK USE APPLICATION

TODAY'S DATE Oct 4, 2022

PLEASE SEE ATTACHED PARK USE MUNICIPAL CODE CHAPTERS 3.15 AND 12.05

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

DATE OF EVENT: Friday, Dec 2 LOCATION OF EVENT: Centennial Park

NATURE OF EVENT: Christmas Tree Lighting

SET UP DATE & TIME: 6:45 - 7:30 pm REMOVAL DATE & TIME: Light removed week of JAN 4-10

NAME OF PERSON/ORGANIZATION USING PARK: Jim Terwilliger - North Marion Fellowship

ADDRESS: [REDACTED] CITY: Hubbard STATE: OR ZIP: 97032

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 DISPOSAL OF ALL TRASH OFF-SITE:

No Trash

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: [REDACTED]

SIGNATURE Jim Terwilliger

DATE Oct 4, 2022

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**CITY OF HUBBARD**  
**ARPA FUNDED SOCIAL SERVICES GRANT AGREEMENT**  
**BRICKS FOR NORTH MARION, INC.–NONPROFIT CORPORATION**

THIS ARPA Funded Social Services Grant Agreement ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), is made and entered into by and between the City of Hubbard, an Oregon municipal corporation (the "City"), and the Bricks for North Marion, Inc., an Oregon nonprofit corporation ("Grantee") (together the "Parties").

**BACKGROUND**

- A. The American Rescue Plan Act ("ARPA") is expected to provide the City with local fiscal recovery funds in the amount of approximately \$792,504 over the next two years. In November 2021, the City authorized the expenditure of ARPA funds to support local nonprofit organizations that experienced negative economic impacts as a result of the pandemic..
- B. The City has identified Grantee as a regional nonprofit organization that is an essential partner in providing City of Hubbard families with food clothing, bedding, and other vital resources, especially as the needs of the community have grown as a result of the COVID-19 pandemic.
- C. Grantee has experienced a negative economic impact as a result of the pandemic.
- D. The City desires to provide financial support for Grantee for services they provide to families in need.
- E. This Agreement provides for the terms and conditions under which Grantee shall receive and may expend the identified grant funding.

THE PARTIES AGREE AS FOLLOWS:

**AGREEMENT**

- 1. Purpose. The purpose of the grant funding is to support Grantee's operation in providing food, clothing, bedding, and other vital resources to families in need ("Project Services"), as described more fully in Exhibit A, which is attached hereto and by this reference incorporated herein.
- 2. Effective Date & Duration. The Effective Date of this Agreement is as of the day and year specified above, and unless extended or terminated earlier in accordance with its terms, will expire on July 31, 2024.
- 3. Grant Funding.
  - 3.1. Grant Amount. In accordance with the terms and conditions of this Agreement, the City shall provide Grantee with ten thousand 0/100 dollars (\$10,000) ("Grant Funds") over the next

two years to carry out the identified Project Services. The City shall disburse the Grant Funds from monies available through its federal ARPA funding.

3.2. Disbursement Schedule. The City shall allocate and distribute the Grant Funds to Grantee pursuant to the following schedule:

Funding Cycle	Issuance Date	Total Funds
FY 2022-2023	Within 30 days of Effective Date	\$5,000
FY 2023-2024	July 1, 2023	\$5,000

\*FY means the City's fiscal year that runs from July 1st – June 30th of the following calendar year.

3.3. Disbursement Generally. The City shall disburse Grant Funds to Grantee for the allowable Project Services that are undertaken during the Term of this Agreement, subject to the availability of sufficient moneys in and from the ARPA funding source. Grantee agrees that it shall provide to the City any information or detail regarding the expenditure of Grant Funds prior to future disbursements or as the City may request.

4. Conditions of Funding.

4.1. Project Services. In administering the Project Services, Grantee has the discretionary authority to purchase goods to distribute to community members in need, in accordance with its establish programs.

4.2. Authorized or allowable costs exclude expenditures for any of the following: (i) religious instruction or recruitment; (ii) real estate purchases; (iii) lobbying or political activities; (iv) costs for providing services outside of North Marion County; (v) indirect costs and overhead not readily assignable to Project Services; and (vi) any activity prohibited by state, federal, or local law or rule.

5. Reporting. Grantee shall submit recurring reports and updates to the City related to the Project Services as follows:

5.1.1. Bi-Annual. Grantee shall submit to the City bi-annual expenditure and data reports that capture a summarized form of the Grant Fund expenditures of Grantee along with the service metric data for the Project Services for the previous bi-annual period. Along with the bi-annual reports, Grantee shall also include, as necessary, a summary of any material modifications Grantee has made to either its proposed budget or operational plan that differs significantly from its submitted Annual Project Work Plan.

5.1.2. Annual. Grantee shall submit a comprehensive annual report to the City that includes: (i) a narrative report that provides a description of activities, challenges, successes, and progress Grantee has made in providing Project Services in Hubbard; (ii) a data report that captures information such as level of service and number of community members served; and (iii) an annual expenditure report that includes a complete accounting of Grant Fund expenditures for the previous year.



5.1.3. Reporting Schedule. Grantee shall submit the bi-annual and annual reports as follows:

Year/Quarter	Reporting Period	Report Due Date
Y1 – Bi-Annual	September 12, 2022 to December 31, 2022	January 31, 2023
Y1 – Annual	Through June 30, 2023	July 31, 2023
Y2 – Bi-Annual	July 1, 2023 – December 31, 2023	January 31, 2024
Y2 – Annual	Through June 30, 2024	July 31, 2024

5.2. Grant Administrator. Grantee has identified its President Whitney Workman as its designated grant administrator and primary point of contact for the City for matters related to this Agreement

6. Grantee Representations & Warranties. Grantee represents and warrants to the City that:

- (a) Grantee is a non-profit entity duly organized and validly existing in the State of Oregon;
- (b) Grantee has all necessary rights, powers, and authority under any organizational documents and under Oregon law to (i) execute this Grant; (ii) incur and perform its obligations under this Grant; and (iii) receive financing, including the Grant Funds for Project Services; and
- (c) There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially affect the ability of Grantee to carry out Project Services.

The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

7. Responsibilities of the City.

7.1. ARPA Compliance. Notwithstanding Grantee's covenants, obligations and responsibilities described in this Agreement, the City retains responsibility for federal ARPA compliance requirements through the duration of this Agreement.

7.2. Grant Administrator. The City's Finance Department shall be the City's designated grant administrator, coordinator, and primary point of contact for Grantee for matters related to this Agreement.

8. Default & Termination.

8.1. Default.

8.1.1. Grantee. Grantee will be in default under this Agreement upon the occurrence of any of the following events:

- (a) Grantee fails to use the Grant Funds for the intended purpose described in the Agreement or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- (b) Any representation, warranty, or statement made by Grantee in this Agreement or in any documents relied upon by the City in issuing the Grant Funding is untrue in any material respect when made; or
- (c) A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

8.1.2. City. The City will be in default under this Agreement if, after 30 days written notice specifying the nature of the default, the City fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement; provided, however, the City will not be in default should the City fail to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from the ARPA funding source.

## 8.2. Remedies.

8.2.1. City Remedies. In the event Grantee is in default under Section 7.1.1, the City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 7.3; (ii) reducing or withholding payment of Grant Funds; (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement; (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; (v) exercise of its right of recovery of overpayments under Section 7.4; or (vi) declaring Grantee ineligible for the receipt of future awards from the City. These remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

8.2.2. Grantee Remedies. In the event the City is in default under Section 7.1.2 and whether or not Grantee elects to terminate this Agreement, Grantee's sole monetary remedy will be, within any limits set forth in this Agreement, the pro-rated amount of Grant Funds owing to Grantee through the date of termination, less any claims the City has against Grantee. In no event will the City be liable to Grantee for any expenses, direct, indirect, consequential or otherwise related to termination of this Agreement.

## 8.3. Termination.

8.3.1. Mutual. This Agreement may be terminated at any time by the mutual written consent of the Parties.

8.3.2. By the City. The City may terminate this Agreement as follows:

- (a) At the City's discretion, upon 30 days advanced written notice to Grantee prior to the following fiscal year funding schedule (i.e., 30 days prior to July 1st);
- (b) Immediately upon written notice to Grantee should the City fail to receive funding or appropriations or other expenditure authority at levels sufficient in the City's reasonable administrative discretion to perform its obligations under this Agreement;
- (c) Immediately upon written notice to Grantee, if federal or state laws, rules, regulations, or ARPA guidelines are modified or interpreted in such a way that the City's performance under this Agreement is prohibited or the City is prohibited from funding this grant from the ARPA funding source; or
- (d) Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured for 30 days after written notice is provided to Grantee.

8.3.3. By Grantee. Grantee may terminate this Agreement as follows:

- (a) At Grantee's discretion, upon 90 days advanced written notice to the City prior to the following fiscal year funding schedule (i.e., 90 days prior to July 1st);
- (b) Immediately upon written notice to the City, if the City is in default under this Agreement and such default remains uncured for 30 days after written notice is provided to the City.

8.4. Recovery of Grant Funds. Grantee must return to the City, within 30 days of City's written demand: (i) any Grant Funds paid to Grantee that exceed the amount to which Grantee is entitled under this Agreement; (ii) any Grant Funds received by Grantee that remain unexpended or contractually committed for Project Services by December 31, 2024; or (iii) any Grant Funds determined by the City to be expended for purposes other than allowable Grant Fund Expenditures under Section 4.

9. Non-Discrimination. Grantee shall provide access to its services on a basis that does not discriminate against any person on the basis of the person's race, color, sex, sexual orientation, religion, ethnicity, national origin, age, disability, familial status, marital status, gender identity, source of income, veteran status, or membership in any other protected class under state or federal law.

10. Limitation of Liability. Grantee shall take all necessary precautions and shall be responsible for the safety of its employees, volunteers, agents, and subcontractors in the performance of all services provided under this Agreement. The City shall not be liable for injury, damage, or loss suffered by

Grantee, its employees, volunteers, agents, and subcontractors, not otherwise caused by the intentional acts of the City, its agents, employees, or contractors.

11. Indemnification. Grantee shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with Grantee's performance and activities under this Agreement, except for that portion of the injuries and damages caused by the intentional acts of the City.

12. Insurance. Grantee shall ensure that the following insurance is procured and maintained for the duration of this Agreement in the types and amounts described as follows:

12.1. Workers' Compensation Insurance. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, and as defined by ORS 656.027).

12.2. General Liability Insurance. Comprehensive General Liability Insurance with coverage written on a per occurrence basis, in adequate quantity to protect against legal liability arising out of the Project Services, but no less than \$1,000,000 each occurrence and at least \$2,000,000 aggregate. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall also provide that the City of Hubbard and its officers, agents, and employees are Additional Insureds but only with respect to Grantee's activities and services to be provided under this Agreement.

12.3. Certificates of insurance. As evidence of the insurance coverages required by this Agreement, Grantee shall have on file and furnish upon request acceptable insurance certificates to the City prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. If requested, complete policy copies shall be provided to the City. Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

13. Relationship of the Parties. Nothing in this Agreement is intended, or is to be deemed to create a partnership or joint venture between the Parties. Grantee shall at no time hold itself out as a subsidiary or affiliate of the City. Further, nothing contained herein shall be deemed or construed by the Parties, nor by any third parties, as creating a relationship between the City and any officers, employees, volunteers, suppliers, contractors, or subcontractors used by Grantee to carry out any activities under this Agreement.

14. Subcontracts and Assignment; Successors and Assigns. City has selected Grantee based on its reputation and specialized expertise. Grantee shall not enter into any subcontracts for any of the activities required by this Agreement, or assign or transfer any of its interest in this Agreement without City's prior written consent.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

15. No Third Party Beneficiaries. The City and Grantee 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.

16. Miscellaneous.

16.1. Compliance with Applicable Law. Grantee shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to Grantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.

16.2. Records. Grantee must maintain all financial records relating to this grant Agreement in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees the City and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

16.3. Force Majeure. Neither the City, nor Grantee shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of the City or Grantee, respectively. Grantee shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

16.4. Notices. Any notice under this Agreement must be in writing and will be effective when actually delivered in person or three (3) days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other. Mailing addresses for the parties are as follows:

(a) The City. Director of Administration/City Recorder, City of Hubbard, 3720 Second St, Hubbard, Oregon 97042.

(b) Grantee. Whitney Workman, Bricks For North Marion INC., 626 NW Territorial Rd, Canby, Oregon 97013

15.5 Relationship of the Parties. Grantee shall at no time hold itself out as an agent, subsidiary, or affiliate of the City. This Agreement will not be construed so as to create a partnership between the parties or a relationship between the City and any suppliers, employees, contractors or subcontractors used by Grantee to carry out functions or Services under this Agreement. Additionally, each party shall obtain prior written approval

from the other party prior to using the other party's trademarks, trade names, logos, or images (collectively, " Proprietary Marks") in connection with carrying out projects or activities under this Agreement. This applies to all uses regardless of whether on the web, in print, or in any other media. Once approved, similar uses in the same context and format will not require additional approval. In the event this agreement expires or terminates for any reason, each party shall immediately discontinue using the other Party's Proprietary Marks.

15.6. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.7. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the City and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Grantee hereby agrees to the in person jurisdiction of such court and waives any claims of an inconvenience forum.

15.8. Merger Clause; Waiver. This Agreement 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 either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

The Parties have executed this Agreement effective as of the day and year specified above.

CITY OF HUBBARD,  
an Oregon municipal corporation

BRICKS FOR NORTH MARION INC,  
an Oregon nonprofit corporation

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Charles Rostocil, Mayor

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By: Whitney Workman  
President

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Date

---

Date



Bricks For North Marion INC.  
President, Whitney Workman  
626 NW Territorial Rd Canby Or 97013  
(503)858-5959

Our **Purpose.** To enhance and support the North Marion Schools Family and the surrounding Community with food and other resources. Everyone needs a little help sometimes or just led in the right direction. BRICKS FOR NORTH MARION is not just a stepping stone but also a brick path that connects our rural area together from farm to school seniors to children and neighbors to family. BRICKS FOR NORTH MARION works with and for the community to help fill the gaps. BRICKS FOR NORTH MARION supports the gaps of the North Marion community through volunteer and financial support.

Bricks For North Marion has done several things over the last few years alot of behind the scenes. We cover the North Marion area Hubbard, Donald, Aurora and Butteville.



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Bricks is probably known for when Covid hit and food was a concern. We started in the garage and sent out 130 food/hygiene boxes to our community (seniors and families with children) who were not safe or able to get to other resources.

We helped donate to local fire departments when the fires happened supporting the volunteers with boots, food, sleeping bags, socks, snacks, eye drops and even lotion for their aching/blistered feet.

We work very close with the North Marion School counselors. There's a fine line where teachers can not over step that's where we come in: We've helped families with food boxes, schools and communities with hygiene needs, space heaters and also wood and delivery for those with no heat source in the home. We've been the middle man for families who need or maynot be able to afford beds for their children. Bricks has donated and delivered mattresses.

Starting in 2020 we ran a Christmas Toy Drive with North Marion Intermediate School and local churches for low income families. Parents were able to come in and pick out 2 new toys to take home for the holiday. No questions asked, only proof that they were from our area.

There's more I could go on but just a few highlights I wanted to share.

This year we are hoping to do something special for families and seniors over the holiday season and also excited for our annual Toy drive. Along with many other small but generous needs we can help fill.

Sincerely,

**Bricks For North Marion President, Whitney Workman**

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**CITY OF HUBBARD**  
**ARPA FUNDED SOCIAL SERVICES GRANT AGREEMENT**  
**LOVE SANTA, INC.–NONPROFIT CORPORATION**

THIS ARPA Funded Social Services Grant Agreement ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), is made and entered into by and between the City of Hubbard, an Oregon municipal corporation (the "City"), and Love Santa, Inc., an Oregon nonprofit corporation ("Grantee") (together the "Parties").

**BACKGROUND**

- A. The American Rescue Plan Act ("ARPA") is expected to provide the City with local fiscal recovery funds in the amount of approximately \$792,504 over the next two years. In November 2021, the City authorized the expenditure of ARPA funds to support local nonprofit organizations that experienced negative economic impacts as a result of the pandemic.
- B. The City has identified Grantee as a regional nonprofit organization that is an essential partner in providing City of Hubbard families with meals and gifts, especially as the needs of the community have grown as a result of the COVID-19 pandemic.
- C. Grantee has experienced a negative economic impact as a result of the pandemic.
- D. The City desires to provide financial support for Grantee for services they provide to families in need.
- E. This Agreement provides for the terms and conditions under which Grantee shall receive and may expend the identified grant funding.

THE PARTIES AGREE AS FOLLOWS:

**AGREEMENT**

- 1. Purpose. The purpose of the grant funding is to support Grantee's operation in providing meals and gifts to local families in need ("Project Services"), as described more fully in Exhibit A, which is attached hereto and by this reference incorporated herein.
- 2. Effective Date & Duration. The Effective Date of this Agreement is as of the day and year specified above, and unless extended or terminated earlier in accordance with its terms, will expire on July 31, 2024.
- 3. Grant Funding.
  - 3.1. Grant Amount. In accordance with the terms and conditions of this Agreement, the City shall provide Grantee with ten thousand 0/100 dollars (\$10,000) ("Grant Funds") over the next

two years to carry out the identified Project Services. The City shall disburse the Grant Funds from monies available through its federal ARPA funding.

3.2. Disbursement Schedule. The City shall allocate and distribute the Grant Funds to Grantee pursuant to the following schedule:

Funding Cycle	Issuance Date	Total Funds
FY 2022-2023	Within 30 days of Effective Date	\$5,000
FY 2023-2024	July 1, 2023	\$5,000

\*FY means the City's fiscal year that runs from July 1st – June 30th of the following calendar year.

3.3. Disbursement Generally. The City shall disburse Grant Funds to Grantee for the allowable Project Services that are undertaken during the Term of this Agreement, subject to the availability of sufficient moneys in and from the ARPA funding source. Grantee agrees that it shall provide to the City any information or detail regarding the expenditure of Grant Funds prior to future disbursements or as the City may request.

4. Conditions of Funding.

4.1. Project Services. In administering the Project Services, Grantee has the discretionary authority to purchase goods to distribute to community members in need, in accordance with its establish programs.

4.2. Authorized or allowable costs exclude expenditures for any of the following: (i) religious instruction or recruitment; (ii) real estate purchases; (iii) lobbying or political activities; (iv) costs for providing services outside of North Marion County; (v) indirect costs and overhead not readily assignable to Project Services; and (vi) any activity prohibited by state, federal, or local law or rule.

5. Reporting. Grantee shall submit recurring reports and updates to the City related to the Project Services as follows:

5.1.1. Bi-Annual. Grantee shall submit to the City bi-annual expenditure and data reports that capture a summarized form of the Grant Fund expenditures of Grantee along with the service metric data for the Project Services for the previous bi-annual period. Along with the bi-annual reports, Grantee shall also include, as necessary, a summary of any material modifications Grantee has made to either its proposed budget or operational plan that differs significantly from its submitted Annual Project Work Plan.

5.1.2. Annual. Grantee shall submit a comprehensive annual report to the City that includes: (i) a narrative report that provides a description of activities, challenges, successes, and progress Grantee has made in providing Project Services in Hubbard; (ii) a data report that captures information such as level of service and number of community members served; and (iii) an annual expenditure report that includes a complete accounting of Grant Fund expenditures for the previous year.

5.1.3. Reporting Schedule. Grantee shall submit the bi-annual and annual reports as follows:

Year/Quarter	Reporting Period	Report Due Date
Y1 – Bi-Annual	September 12, 2022 to December 31, 2022	January 31, 2023
Y1 – Annual	Through June 30, 2023	July 31, 2023
Y2 – Bi-Annual	July 1, 2023 – December 31, 2023	January 31, 2024
Y2 – Annual	Through June 30, 2024	July 31, 2024

5.2. Grant Administrator. Grantee has identified its President Benito Puente as its designated grant administrator and primary point of contact for the City for matters related to this Agreement

6. Grantee Representations & Warranties. Grantee represents and warrants to the City that:

- (a) Grantee is a non-profit entity duly organized and validly existing in the State of Oregon;
- (b) Grantee has all necessary rights, powers, and authority under any organizational documents and under Oregon law to (i) execute this Grant; (ii) incur and perform its obligations under this Grant; and (iii) receive financing, including the Grant Funds for Project Services; and
- (c) There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially affect the ability of Grantee to carry out Project Services.

The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

7. Responsibilities of the City.

7.1. ARPA Compliance. Notwithstanding Grantee's covenants, obligations and responsibilities described in this Agreement, the City retains responsibility for federal ARPA compliance requirements through the duration of this Agreement.

7.2. Grant Administrator. The City's Finance Department shall be the City's designated grant administrator, coordinator, and primary point of contact for Grantee for matters related to this Agreement.

8. Default & Termination.

8.1. Default.

8.1.1. Grantee. Grantee will be in default under this Agreement upon the occurrence of any of the following events:

- (a) Grantee fails to use the Grant Funds for the intended purpose described in the Agreement or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- (b) Any representation, warranty, or statement made by Grantee in this Agreement or in any documents relied upon by the City in issuing the Grant Funding is untrue in any material respect when made; or
- (c) A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

8.1.2. City. The City will be in default under this Agreement if, after 30 days written notice specifying the nature of the default, the City fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement; provided, however, the City will not be in default should the City fail to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from the ARPA funding source.

## 8.2. Remedies.

8.2.1. City Remedies. In the event Grantee is in default under Section 7.1.1, the City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 7.3; (ii) reducing or withholding payment of Grant Funds; (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement; (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; (v) exercise of its right of recovery of overpayments under Section 7.4; or (vi) declaring Grantee ineligible for the receipt of future awards from the City. These remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

8.2.2. Grantee Remedies. In the event the City is in default under Section 7.1.2 and whether or not Grantee elects to terminate this Agreement, Grantee's sole monetary remedy will be, within any limits set forth in this Agreement, the pro-rated amount of Grant Funds owing to Grantee through the date of termination, less any claims the City has against Grantee. In no event will the City be liable to Grantee for any expenses, direct, indirect, consequential or otherwise related to termination of this Agreement.

## 8.3. Termination.

8.3.1. Mutual. This Agreement may be terminated at any time by the mutual written consent of the Parties.

8.3.2. By the City. The City may terminate this Agreement as follows:

- (a) At the City's discretion, upon 30 days advanced written notice to Grantee prior to the following fiscal year funding schedule (i.e., 30 days prior to July 1st);
- (b) Immediately upon written notice to Grantee should the City fail to receive funding or appropriations or other expenditure authority at levels sufficient in the City's reasonable administrative discretion to perform its obligations under this Agreement;
- (c) Immediately upon written notice to Grantee, if federal or state laws, rules, regulations, or ARPA guidelines are modified or interpreted in such a way that the City's performance under this Agreement is prohibited or the City is prohibited from funding this grant from the ARPA funding source; or
- (d) Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured for 30 days after written notice is provided to Grantee.

8.3.3. By Grantee. Grantee may terminate this Agreement as follows:

- (a) At Grantee's discretion, upon 90 days advanced written notice to the City prior to the following fiscal year funding schedule (i.e., 90 days prior to July 1st);
- (b) Immediately upon written notice to the City, if the City is in default under this Agreement and such default remains uncured for 30 days after written notice is provided to the City.

8.4. Recovery of Grant Funds. Grantee must return to the City, within 30 days of City's written demand: (i) any Grant Funds paid to Grantee that exceed the amount to which Grantee is entitled under this Agreement; (ii) any Grant Funds received by Grantee that remain unexpended or contractually committed for Project Services by December 31, 2024; or (iii) any Grant Funds determined by the City to be expended for purposes other than allowable Grant Fund Expenditures under Section 4.

9. Non-Discrimination. Grantee shall provide access to its services on a basis that does not discriminate against any person on the basis of the person's race, color, sex, sexual orientation, religion, ethnicity, national origin, age, disability, familial status, marital status, gender identity, source of income, veteran status, or membership in any other protected class under state or federal law.

10. Limitation of Liability. Grantee shall take all necessary precautions and shall be responsible for the safety of its employees, volunteers, agents, and subcontractors in the performance of all services provided under this Agreement. The City shall not be liable for injury, damage, or loss suffered by

Grantee, its employees, volunteers, agents, and subcontractors, not otherwise caused by the intentional acts of the City, its agents, employees, or contractors.

11. Indemnification. Grantee shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with Grantee's performance and activities under this Agreement, except for that portion of the injuries and damages caused by the intentional acts of the City.

12. Insurance. Grantee shall ensure that the following insurance is procured and maintained for the duration of this Agreement in the types and amounts described as follows:

12.1. Workers' Compensation Insurance. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, and as defined by ORS 656.027).

12.2. General Liability Insurance. Comprehensive General Liability Insurance with coverage written on a per occurrence basis, in adequate quantity to protect against legal liability arising out of the Project Services, but no less than \$1,000,000 each occurrence and at least \$2,000,000 aggregate. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall also provide that the City of Hubbard and its officers, agents, and employees are Additional Insureds but only with respect to Grantee's activities and services to be provided under this Agreement.

12.3. Certificates of insurance. As evidence of the insurance coverages required by this Agreement, Grantee shall have on file and furnish upon request acceptable insurance certificates to the City prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. If requested, complete policy copies shall be provided to the City. Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

13. Relationship of the Parties. Nothing in this Agreement is intended, or is to be deemed to create a partnership or joint venture between the Parties. Grantee shall at no time hold itself out as a subsidiary or affiliate of the City. Further, nothing contained herein shall be deemed or construed by the Parties, nor by any third parties, as creating a relationship between the City and any officers, employees, volunteers, suppliers, contractors, or subcontractors used by Grantee to carry out any activities under this Agreement.

14. Subcontracts and Assignment; Successors and Assigns. City has selected Grantee based on its reputation and specialized expertise. Grantee shall not enter into any subcontracts for any of the activities required by this Agreement, or assign or transfer any of its interest in this Agreement without City's prior written consent.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.



15. No Third Party Beneficiaries. The City and Grantee 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.

16. Miscellaneous.

16.1. Compliance with Applicable Law. Grantee shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to Grantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.

16.2. Records. Grantee must maintain all financial records relating to this grant Agreement in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees the City and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

16.3. Force Majeure. Neither the City, nor Grantee shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of the City or Grantee, respectively. Grantee shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

16.4. Notices. Any notice under this Agreement must be in writing and will be effective when actually delivered in person or three (3) days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other. Mailing addresses for the parties are as follows:

(a) The City. Director of Administration/City Recorder, City of Hubbard, 3720 Second St, Hubbard, Oregon 97042.

(b) Grantee. Benito Puente, Love Santa INC., P.O. Box 875, Woodburn, Oregon 97071

15.5 Relationship of the Parties. Grantee shall at no time hold itself out as an agent, subsidiary, or affiliate of the City. This Agreement will not be construed so as to create a partnership between the parties or a relationship between the City and any suppliers, employees, contractors or subcontractors used by Grantee to carry out functions or Services under this Agreement. Additionally, each party shall obtain prior written approval

from the other party prior to using the other party's trademarks, trade names, logos, or images (collectively, " Proprietary Marks") in connection with carrying out projects or activities under this Agreement. This applies to all uses regardless of whether on the web, in print, or in any other media. Once approved, similar uses in the same context and format will not require additional approval. In the event this agreement expires or terminates for any reason, each party shall immediately discontinue using the other Party's Proprietary Marks.

15.6. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.7. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the City and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Grantee hereby agrees to the in person jurisdiction of such court and waives any claims of an inconvenience forum.

15.8. Merger Clause; Waiver. This Agreement 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 either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

The Parties have executed this Agreement effective as of the day and year specified above.

CITY OF HUBBARD,  
an Oregon municipal corporation

LOVE SANTA INC,  
an Oregon nonprofit corporation

\_\_\_\_\_  
Charles Rostocil, Mayor

\_\_\_\_\_  
By: Benito Puente  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF HUBBARD**  
**ARPA FUNDED SOCIAL SERVICES GRANT AGREEMENT**  
**LOVE INC OF NORTH MARION COUNTY – UTILITY ASSISTANCE PROGRAM**

THIS ARPA Funded Social Services Grant Agreement ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), is made and entered into by and between the City of Hubbard, an Oregon municipal corporation (the "City"), and the Love INC of North Marion County, an Oregon nonprofit corporation ("Grantee") (together the "Parties").

**BACKGROUND**

- A. The American Rescue Plan Act ("ARPA") is expected to provide the City with local fiscal recovery funds in the amount of approximately \$792, 504 over the next two years. In November 2021, the City authorized the expenditure of ARPA funds to provide economic support for local nonprofit organizations, including funds for Grantee.
- B. The City has identified Grantee as a regional nonprofit organization that is an essential partner in administering the Utility Assistance Program, especially as the needs of the community have grown as a result of the COVID-19 pandemic.
- C. Specifically, Grantee provides utility assistance to qualifying City of Hubbard applicants who are experiencing difficulty paying their water/sewer bills.
- D. The City desires to provide financial support for Grantee for Utility Assistance Program in order to assist in settling the delinquent City of Hubbard utility accounts of customers that are in jeopardy of having their utility services shut off due to lack of payment in the amount of fifty thousand dollars (\$50,000) over two years.
- E. This Agreement provides for the terms and conditions under which Grantee shall receive and may expend the identified grant funding.

THE PARTIES AGREE AS FOLLOWS:

**AGREEMENT**

1. Purpose. The purpose of the grant funding is to support Grantee's operation of the Utility Assistance Program in order to assist in settling the delinquent City of Hubbard utility accounts of customers that are in jeopardy of having their utility services shut off due to lack of payment ("Project Services"). ARPA funding will be applied towards the costs incurred by Grantee to manage the Utility Assistance Program served at 970 N. Cascade Drive Suite 100, Woodburn, OR.
2. Effective Date & Duration. The Effective Date of this Agreement is as of the day and year specified above, and unless extended or terminated earlier in accordance with its terms, will expire on July 31, 2024.

3. Grant Funding.

3.1. Grant Amount. In accordance with the terms and conditions of this Agreement, the City shall provide Grantee with fifty thousand 0/100 dollars (\$50,000) ("Grant Funds") over the next two years to carry out the identified Project Services. The City shall disburse the Grant Funds from monies available through its federal ARPA funding.

3.2. Disbursement Schedule. The City shall allocate and distribute the Grant Funds to Grantee pursuant to the following schedule, up to \$25,000 annually will be provided to Grantee:

Funding Cycle	Issuance Date	Total Funds
FY 2022-2023	Within 30 days of Effective Date	\$25,000
FY 2023-2024	July 1, 2023	\$25,000

\*FY means the City's fiscal year that runs from July 1st – June 30th of the following calendar year.

3.3. Disbursement Generally. The City shall disburse Grant Funds to Grantee for the allowable Project Services that are undertaken during the Term of this Agreement, subject to the availability of sufficient moneys in and from the ARPA funding source. Grantee agrees that it shall provide to the City any information or detail regarding the expenditure of Grant Funds prior to future disbursements or as the City may request.

4. Conditions of Funding.

4.1. Project Activities. In servicing this Program, Grantee has the discretionary authority to pay utility bills and fees on behalf of Eligible Customers (defined in Section 4.2) for all City provided water and sewer utility services. Payment assistance shall be provided at a maximum of \$250.00 per account per 12-month period or up to \$500.00 for those impacted by Covid-19. Grantee shall ensure that all utility bill payments are made directly to the City and shall not make any direct financial allocations to eligible customers.

4.2. Selection of Eligible Customers. Grantee shall only provide financial assistance to those customers that meet the following general eligibility criteria, or modified Grantee criteria established with the City of Hubbard's approval:

- 4.2.1. Applicant resides in the City of Hubbard;
- 4.2.2. Applicant is the City of Hubbard utility account holder for which assistance is requested or an individual who has demonstrated financial responsibility for the delinquent account;
- 4.2.3. Applicant and/or Applicant's household has not received more than \$250.00 in utility assistance from this Program during the previous 12 months or up to \$500.00 for those impacted by Covid-19;
- 4.2.4. Applicant has received and can show a past due notice and/or shut-off notice due to utility-related fees;
- 4.2.5. Applicant can show that Applicant or Applicant's demonstrated financial need meets Love INC's established criteria.

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

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

4.3. Eligible Use of Grant Funds. In providing Project Services under this Agreement, Grantee may use and expend Grant Funds for the following costs/purposes: (i) check stock, (ii) Grantee may retain 20% of actual financial utility assistance provided under this agreement as a reimbursement for program administration expenses.

Authorized or allowable costs exclude expenditures for any of the following: (i) religious instruction or recruitment; (ii) real estate purchases; (iii) lobbying or political activities; (iv) costs for providing services outside of North Marion County; (v) indirect costs and overhead not readily assignable to Project Services; and (vi) any activity prohibited by state, federal, or local law or rule.

4.4. Reporting. Grantee shall submit recurring reports and updates to the City related to the Project Services as follows:

4.4.1. Bi-Annual. Grantee shall submit to the City bi-annual expenditure and data reports that capture a summarized form of the Grant Fund expenditures of Grantee along with the service metric data for the Program for the previous bi-annual period. Along with the bi-annual reports, Grantee shall also include, as necessary, a summary of any material modifications Grantee has made to either its proposed budget or operational plan that differs significantly from its submitted Annual Project Work Plan.

4.4.2. Annual. Grantee shall submit a comprehensive annual report to the City that includes: (i) a narrative report that provides a description of activities, challenges, successes, and progress Grantee has made in providing Project Services in Hubbard; (ii) a data report that captures information such as level of service and number of community members served; and (iii) an annual expenditure report that includes a complete accounting of Grant Fund expenditures for the previous year.

4.4.3. Reporting Schedule. Grantee shall submit the bi-annual and annual reports as follows:

Year/Quarter	Reporting Period	Report Due Date
Y1 – Bi-Annual	September 12, 2022 to December 31, 2022	January 31, 2023
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Y2 – Bi-Annual	July 1, 2023 – December 31, 2023	January 31, 2024
Y2 – Annual	Through June 30, 2024	July 31, 2024

4.5. Grant Administrator. Grantee has identified its Rosetta Wangerin as its designated grant administrator and primary point of contact for the City for matters related to this Agreement

5. Grantee Representations & Warranties. Grantee represents and warrants to the City that:
- (a) Grantee is a non-profit entity duly organized and validly existing in the State of Oregon;
  - (b) Grantee has all necessary rights, powers, and authority under any organizational documents and under Oregon law to (i) execute this Grant; (ii) incur and perform its obligations under this Grant; and (iii) receive financing, including the Grant Funds for this Project Services; and
  - (c) There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially affect the ability of Grantee to carry out Project Services.

The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

6. Responsibilities of the City.

6.1. ARPA Compliance. The City retains responsibility for federal ARPA compliance requirements through the duration of this Agreement.

6.2. Grant Administrator. The City's Community Services Director shall be the City's designated grant administrator, coordinator, and primary point of contact for Grantee for matters related to this Agreement.

7. Default & Termination.

7.1. Default.

7.1.1. Grantee. Grantee will be in default under this Agreement upon the occurrence of any of the following events:

- (a) Grantee fails to use the Grant Funds for the intended purpose described in the Agreement or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- (b) Any representation, warranty, or statement made by Grantee in this Agreement or in any documents relied upon by the City in issuing the Grant Funding is untrue in any material respect when made; or
- (c) A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its

debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

7.1.2. City. The City will be in default under this Agreement if, after 30 days written notice specifying the nature of the default, the City fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement; provided, however, the City will not be in default should the City fail to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from the ARPA funding source.

## 7.2. Remedies.

7.2.1. City Remedies. In the event Grantee is in default under Section 7.1.1, the City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 7.3; (ii) reducing or withholding payment of Grant Funds; (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement; (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; (v) exercise of its right of recovery of overpayments under Section 7.4; or (vi) declaring Grantee ineligible for the receipt of future awards from the City. These remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

7.2.2. Grantee Remedies. In the event the City is in default under Section 7.1.2 and whether or not Grantee elects to terminate this Agreement, Grantee's sole monetary remedy will be, within any limits set forth in this Agreement, the pro-rated amount of Grant Funds owing to Grantee through the date of termination, less any claims the City has against Grantee. In no event will the City be liable to Grantee for any expenses, direct, indirect, consequential or otherwise related to termination of this Agreement.

## 7.3. Termination.

7.3.1. Mutual. This Agreement may be terminated at any time by the mutual written consent of the Parties.

7.3.2. By the City. The City may terminate this Agreement as follows:

- (a) At the City's discretion, upon 30 days advanced written notice to Grantee prior to the following fiscal year funding schedule (i.e., 30 days prior to July 1st);
- (b) Immediately upon written notice to Grantee should the City fail to receive funding or appropriations or other expenditure authority at levels sufficient in the City's reasonable administrative discretion to perform its obligations under this Agreement;

- (c) Immediately upon written notice to Grantee, if federal or state laws, rules, regulations, or ARPA guidelines are modified or interpreted in such a way that the City's performance under this Agreement is prohibited or the City is prohibited from funding this grant from the ARPA funding source; or
- (d) Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured for 30 days after written notice is provided to Grantee.

7.3.3. By Grantee. Grantee may terminate this Agreement as follows:

- (a) At Grantee's discretion, upon 90 days advanced written notice to the City prior to the following fiscal year funding schedule (i.e., 90 days prior to July 1st);
- (b) Immediately upon written notice to the City, if the City is in default under this Agreement and such default remains uncured for 30 days after written notice is provided to the City.

7.4. Recovery of Grant Funds. Grantee must return to the City, within 30 days of City's written demand: (i) any Grant Funds paid to Grantee that exceed the amount to which Grantee is entitled under this Agreement; (ii) any Grant Funds received by Grantee that remain unexpended or contractually committed for Project Services by December 31, 2024; or (iii) any Grant Funds determined by the City to be expended for purposes other than allowable Grant Fund Expenditures under Section 4.

8. Non-Discrimination. Grantee shall provide access to its services on a basis that does not discriminate against any person on the basis of the person's race, color, sex, sexual orientation, religion, ethnicity, national origin, age, disability, familial status, marital status, gender identity, source of income, veteran status, or membership in any other protected class under state or federal law.

9. Limitation of Liability. Grantee shall take all necessary precautions and shall be responsible for the safety of its employees, volunteers, agents, and subcontractors in the performance of all services provided under this Agreement. The City shall not be liable for injury, damage, or loss suffered by Grantee, its employees, volunteers, agents, and subcontractors, not otherwise caused by the intentional acts of the City, its agents, employees, or contractors.

10. Indemnification. Grantee shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with Grantee's performance and activities under this Agreement, except for that portion of the injuries and damages caused by the intentional acts of the City.

11. Insurance. Grantee shall ensure that the following insurance is procured and maintained for the duration of this Agreement in the types and amounts described as follows:

11.1. Workers' Compensation Insurance. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation



coverage for all their subject workers (contractors with one or more employees, and as defined by ORS 656.027).

11.2. General Liability Insurance. Commercial General Liability Insurance with coverage written on a per occurrence basis, in adequate quantity to protect against legal liability arising out of the Project Services, but no less than \$1,000,000 each occurrence. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall also provide that the City of Hubbard and its officers, agents, and employees are Additional Insureds but only with respect to Grantee's activities and services to be provided under this Agreement.

11.3. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from Grantee or its insurer(s) to the City.

11.4. Certificates of insurance. As evidence of the insurance coverages required by this Agreement, Grantee shall have on file and furnish upon request acceptable insurance certificates to the City prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. If requested, complete policy copies shall be provided to the City. Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

12. Relationship of the Parties. Nothing in this Agreement is intended, or is to be deemed to create a partnership or joint venture between the Parties. Grantee shall at no time hold itself out as a subsidiary or affiliate of the City. Further, nothing contained herein shall be deemed or construed by the Parties, nor by any third parties, as creating a relationship between the City and any officers, employees, volunteers, suppliers, contractors, or subcontractors used by Grantee to carry out any activities under this Agreement.

13. Subcontracts and Assignment; Successors and Assigns. City has selected Grantee based on its reputation and specialized expertise. Grantee shall not enter into any subcontracts for any of the activities required by this Agreement, or assign or transfer any of its interest in this Agreement without City's prior written consent.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

14. No Third Party Beneficiaries. The City and Grantee 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.

15. Miscellaneous.

15.1. Compliance with Applicable Law. Grantee shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to Grantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.

15.2. Records. Grantee must maintain all financial records relating to this grant Agreement in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees the City and the federal government and their duly authorized representatives will have access to all Records to perform

examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

15.3. Force Majeure. Neither the City, nor Grantee shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of the City or Grantee, respectively. Grantee shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

15.4. Notices. Any notice under this Agreement must be in writing and will be effective when actually delivered in person or three (3) days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other. Mailing addresses for the parties are as follows:

(a) The City. Mayor, City of Hubbard, 3720 Second St, Hubbard, Oregon 97042.

(b) Grantee. Rosetta Wangerin, Love INC. of North Marion County -Utility Assistance Program, 970 N. Cascade Drive Suite 100, Woodburn OR 97071

15.5 Relationship of the Parties. Grantee shall at no time hold itself out as an agent, subsidiary, or affiliate of the City. This Agreement will not be construed so as to create a partnership between the parties or a relationship between the City and any suppliers, employees, contractors or subcontractors used by Grantee to carry out functions or Services under this Agreement. Additionally, each party shall obtain prior written approval from the other party prior to using the other party's trademarks, trade names, logos, or images (collectively, "Proprietary Marks") in connection with carrying out projects or activities under this Agreement. This applies to all uses regardless of whether on the web, in print, or in any other media. Once approved, similar uses in the same context and format will not require additional approval. In the event this agreement expires or terminates for any reason, each party shall immediately discontinue using the other Party's Proprietary Marks.

15.6. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.7. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the City and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Grantee hereby agrees to the in person jurisdiction of such court and waives any claims of an inconvenience forum.

15.8. Merger Clause; Waiver. This Agreement 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 either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

The Parties have executed this Agreement effective as of the day and year specified above.

CITY OF HUBBARD,  
an Oregon municipal corporation

LOVE INC. OF NORTH MARION COUNTY,  
an Oregon nonprofit corporation

\_\_\_\_\_  
Charles Rostocil, Mayor

\_\_\_\_\_  
By: Rosetta Wangerin  
Utility Assistance Program

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date