

MEETING NOTICE FOR THE CITY OF HUBBARD

TUESDAY

3720 2nd Street, Hubbard

MAY 14, 2024

.....
CITY COUNCIL: ROSTOCIL, AUDRITSH, STEININGER, 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.

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<https://us02web.zoom.us/j/89458587760?pwd=QjM4R01EaEMwekk3YVZUMjIwV21Udz09>

Meeting ID: 871 7720 1708

Passcode: 666915

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

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(Los servicios de traducción están disponibles a pedido. Se solicita al público que solicite traducción y otros servicios de accesibilidad a la reunión al menos 48 horas antes de la reunion).

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

SEE ATTACHED AGENDA

Posted 5/08/2024, 4:00 p.m.

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

HUBBARD CITY COUNCIL MEETING AGENDA

CITY HALL: (503)981-9633

May 14, 2024 – 7:00 PM

LOCATION: HUBBARD CITY HALL (3720 2ND STREET)

(Refer to the Cover Sheet for details)

1) **CALL TO ORDER.**

A) Flag Salute.

2) **TRAVEL SALEM PRESENTATION – Anton Cobb, Community Relations Specialist.**

3) **ECONOMIC DEVELOPMENT COMMITTEE PRESENTATION – Jon Legarza.**

4) **CONFIRMATION OF GOALS AND PRIORITIES FOR FY 2024-2025 – City Administrator Shawn Waite.**

5) **CALENDAR OF ORDINANCES – City Administrator Shawn Waite.**

A) **Ordinance No. 388-2024. An Ordinance amending the Hubbard Municipal Code to add Chapter 8.18, Burglary and Robbery Alarms.**

(a) Motion to read by title only for first reading. (Reading by title only by the Mayor)

(b) Motion to read by title only for second reading. (Reading by title only by the Mayor)

(c) Motion to adopt Ordinance.

1. **Resolution No. 774-2024. A Resolution setting Burglary & Robbery Alarm Permit and False Alarm Fees. (*Effective date of December 1, 2024*).**

6) **APPEARANCE OF INTERESTED CITIZENS.**

(This is an opportunity for members of the public to inform the Council about their views. Note. The Council will not be entering into a dialogue during this time; however, the City Administrator may direct staff to follow up with you regarding your comment or questions. **(Comments will be limited to three minutes.)** 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. <https://www.cityofhubbard.org/bc/webform/sign-if-you-want-speak-meeting>)

7) **INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF DONALD FOR POLICE SERVICES – City Administrator Shawn Waite, and Police Chief Donald Parise.**

8) **INTERGOVERNMENTAL AGREEMENT FOR THE NORTH MARION TOURISM COLLABORATIVE – City Administrator Shawn Waite.**

9) **DISCUSSION REGARDING SB1530 FOR WASTEWATER AND WATER SYSTEM IMPROVEMENTS – City Administrator Shawn Waite.**

10) **DISCUSSION REGARDING THE MARION COUNTY COMMUNITY PROSPERITY INITIATIVE GRANT – City Administrator Shawn Waite.**

11) MAYOR’S AND/OR COUNCIL’S PRESENTATIONS.

12) CITY ADMINISTRATOR REPORT- City Administrator Shawn Waite.

- A) Police Department**—Police Chief Don Parise.
- B) Administrative Department**—Director of Admin/Recorder Vickie Nogle.
- C) Public Works Department**—Public Works Superintendent Mike Krebs.

13) OTHER AGENCY REPORTS.

- A) Hubbard Fire District** – Fire Chief Michael Kahrmann.

14) CONSENT AGENDA.

(Matters listed within the Consent Agenda have been distributed to each member of the Hubbard City Council for reading and study, are 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 April 9, 2024, City Council meeting minutes.**
- B) Approval of the April 2024 Check Register Report.**
- C) Approval of the agreement between the Mid-Willamette Valley Council of Governments and the City of Hubbard for Land Use Planning Services July 1, 2024, through June 30, 2025, and authorizing the City Administrator to sign.**
- D) Approval of the Collective Bargaining Agreement between the City of Hubbard and the Oregon FOP Labor Council from May 14, 2024 – June 30, 2027 (Contract No. 0004).**
- E) Approval of Jacob Ramirez application to use the Community Garden located at 3827 4th Street from June - September 2024, and request to waive all water fees.**
- F) Accept and authorize the City Administrator Shawn Waite to sign the Project Engineer Civil West’s Water System Improvements Engineering Scope of Services Addendum #2. (*Refer to the Public Works Report*)**
- G) Accept and authorize City Administrator Shawn Waite to sign the Rebuild-it Services Proposal No. Q105129-A for the WWTP Clarifier Rebuild Project, Option 2 plus Recommended Drive Oil in the amount of \$65,871.54. (*Refer to the Public Works Report*)**

15) OTHER CITY BUSINESS.

16) ADJOURNMENT. (Next scheduled meeting June 11, 2024, at 7:00 p.m.)



City Council Memo

To: City Council
From: Shawn Waite, City Administrator
Date: April 27, 2024
RE: Goal Setting for FY2024-25 Follow-Up

1. Issue before Council:

Discuss and direct staff to finalize the City Council's goals and priorities for Fiscal Year (FY) 2024-2025.

2. Executive Summary:

City Council discussed goals and priorities for FY 2024-25 during the April 9, 2024 City Council meeting. Staff is requesting City Council approve the projects identified for FY 2024-2025 and the list of ongoing projects and identify any other projects or initiatives.

Staff will develop a city strategic plan based on City Council priorities, initiatives, and goals.

3. Background:

During the Community Visioning project five focus areas were identified by community members:

1. Vibrant economy and small business base
2. Safe and connected community
3. Involved, diverse and caring community
4. A livable community
5. Place making, community pride, identity

During the April 9, 2024 City Council meeting the City Council discussed the focus areas, feedback from the community, and city projects that were identified as part of the 2022-2023 Goal setting session, which were carried into FY2023-2024. City Council identified three priorities for FY 2024-2025:

1. Infrastructure and Safety
2. Economic Development
3. Amenities

City Council discussed potential projects that would fit within each priority. Eight projects were identified for next fiscal year, which are listed in the attached City of Hubbard 2024-2025 Priorities document. Additionally, three areas were identified that require ongoing collaboration and partnership over multiple fiscal years. The three areas include:

- Beautification/Improve Hwy 99E
- Revitalize Commercial/Retail

- Key Stakeholders – Oregon Legislature, ODOT, Marion County, and the Hubbard community

Safety and beautification along Hwy 99E was identified as a high priority by City Council. Staff will continue conversations with ODOT regarding resurfacing, sidewalks, lights, and crosswalks. Additionally, staff will work with Marion County, the Governor's Office, and the Oregon legislature to seek funding for the city's wastewater treatment plant upgrades and replacement of other aging infrastructure.

If City Council has additional projects or initiatives that they would like to add staff will modify the 2024-2025 Priorities document for the June City Council meeting for review and approval. Once the City Council goals and priorities are finalized staff will work on developing a strategic plan for City Council consideration.

4. Options:

- A. Approve the FY2024-25 priorities as outlined in the City of Hubbard 2024-2025 Priorities document and direct staff to develop a strategic plan.
- B. Revise goals and priorities as outlined in the 2024-2025 Priorities document and direct staff to return to City Council in June.
- C. Direct staff to pursue other goals and priorities.

5. Recommendation:

- A. Approve the FY2024-25 Priorities as outlined in the City of Hubbard 2024-2025 Priorities document and direct staff to develop a strategic plan.

6. Attachment(s):

- A. 2024-2025 Priorities

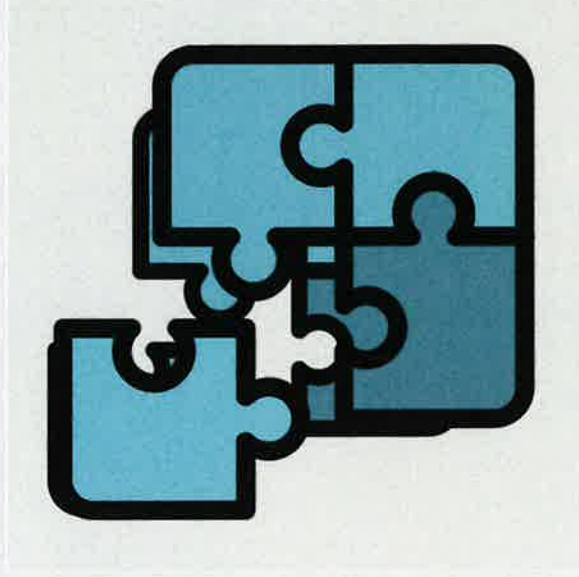
City of Hubbard



2024-2025 Priorities



Five Focus Areas



1
**Vibrant
Economy
and Small
Business
Base**

2
**Safe and
Connected
Community**

3
**Involved,
Diverse &
Caring
Community**

4
**A Livable
Community**

5
**Place
Making,
Community
Pride,
Identity**

SWOT Analysis



Strengths

- Public Safety
- Small/Friendly Community
- Historic buildings
- Strong/Forward Thinking
- Agri-industrial
- Visitor Market Growth

Weaknesses

- Limited Retail/Restaurant
- Pedestrian Safety
- Highway 99E

Opportunities

- Community connection
- Park on east side of Hwy 99E
- Revitalization of downtown
- Water System Improvements
- Community Events

Threats

- Aging Infrastructure
- Funding
- Emergency Services - next to rail system

Three Priorities



**Infrastructure/
Safety**



**Economic
Development**



Amenities



Projects for 2024-2025



- 1 Continue working on water system upgrades, including static water pressure
- 2 Re-start Mill Creek Multi-Use Trail Project
- 3 Refurbish Tennis Court to include Pickle Ball
- 4 Movies/Music in the Park
- 5 Continue with Sidewalk Repair Program
- 6 Wastewater Plant Improvements
- 7 Complete Rate Study and System Development Methodology Update
- 8 Complete Updates on Splash Fountain

Ongoing: Collaboration and Partnerships



- Beautification/Improve Hwy 99E
 - Flashing light with island
 - Porkchop turn lane
 - Sidewalks/overlay
 - Safety Corridor
- Revitalize commercial/retail businesses between Hwy 99E and 3rd Street
 - Banners on street poles
 - Market Hubbard to developers
 - Planters
- Key stakeholders
 - Oregon Legislature
 - Marion County
 - ODOT
 - Engage members of the community

ORDINANCE NO. 388-2024

AN ORDINANCE AMENDING THE HUBBARD MUNICIPAL CODE TO ADD CHAPTER 8.18, BURGLARY AND ROBBERY ALARMS.

Findings

A. The City Council of the City of Hubbard finds it in the best interest of the City to adopt requirements for Burglary and Robbery Alarms.

BASED ON THE FINDINGS, THE CITY OF HUBBARD ORDAINS AS FOLLOWS:

Section 8.18.010.

This chapter governs burglary and robbery alarms, sets requirements, establishes acceptable standards, and establishes a system for administrators.

8.18.020 Purpose.

This chapter is to encourage alarm users to assume increased responsibility for maintaining the mechanical reliability and the proper use of alarm systems. The goal of the chapter is to prevent unnecessary police emergency responses to false alarms and thereby to protect the emergency response capability of the City from misuse.

In addition, this chapter will require the issuance of a permit for any burglary and/or robbery alarm and will thereby provide emergency responders with up-to-date information concerning the use of the premises and responsible parties.

8.18.030 Definitions.

For the purpose of this chapter, the following mean:

- (1) Administrator. A person designated by the Chief of Police to exercise any powers or duties provided by this chapter.
- (2) Alarm User. A person or other entity in control of any building, structure, or facility in which a burglary alarm or robbery alarm is maintained.
- (3) Alarm System. A burglary or robbery alarm as defined herein.
- (4) Burglary Alarm. An alarm system designed to signal an entry or attempted entry into a protected area requiring urgent attention to which police are requested to respond.
- (5) Robbery Alarm. An alarm system designed to signal a robbery or attempted robbery requiring urgent attention to which police are requested to respond.
- (6) False Alarm. Any burglary or robbery alarm requesting a response by police personnel when a situation requiring such response does not in fact exist. It does not include an alarm signal caused

by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the alarm user.

(7) Government Political Unit. Any tax-supported public agency, including the federal government or any government agency as defined in ORS [165.075](#).

8.18.040 Alarm system permits required.

A permit shall be obtained from the City of Hubbard for the use of a burglary or robbery alarm system within 30 days of the effective date of the ordinance codified in this chapter and thereafter within 30 days of the time any newly installed alarm system becomes operative, or after the expiration of a prior alarm system permit. Each alarm system permit obtained under this Section shall be valid for a period of one year. No person shall use or permit the use of an alarm system on any premises owned, occupied, or controlled by such person, without a valid alarm system permit. Alarm system permits are issued on a calendar year basis and expire on December 31st. New permits for alarm systems installed after August 1st of each year will be valid until December 31st of the following year.

8.18.050 Application for permit.

An applicant for an alarm system permit shall submit the application to the Hubbard Police Department. The application shall include the following information:

- (1) The street address and telephone number of the location where the alarm system is to be used.
- (2) The name, address and telephone number of the alarm user.
- (3) The address to which notices should be mailed.
- (4) Whether the alarm system is a burglary alarm or a robbery alarm, and whether the alarm or alarms are audible, silent, or both.
- (5) If the alarm is audible, whether it is designed to automatically reset after a certain number of minutes, and if so, the period of time it is designed to function before automatically resetting.
- (6) In the order of their priority, the name, address and telephone number of at least three persons, including the alarm user, who can be contacted in the event of an alarm to assist the police in turning off the alarm or investigating any suspected criminal activity.
- (7) If applicable, the type of business at the alarm system location.
- (8) If applicable, the type of residence such as house, condominium, apartment, or other, at the alarm system location.
- (9) The alarm user's date of birth, if over the age of 62 and requesting an exemption from the permit fee.

8.18.060 Fees.

- (1) The fee for alarm system permits shall be [____] per calendar year.
- (2) If an alarm user is over the age of 62 where an alarm system is in use, and no business is conducted at the location, the permit application fee is not required. All other charges for false alarms or delinquency as described in this chapter will apply.
- (3) An alarm user who is a governmental political unit shall be required to obtain a permit but shall not be required to pay fees. All other charges for false alarms or delinquency as described in this chapter will apply.
- (4) A delinquency charge of [____] shall be assessed if an alarm user:
- (a) Fails to obtain an alarm system permit within the time periods set forth above.
 - (b) Fails to renew an alarm system permit before February 1st of each year.
 - (c) Fails to report a change in any of the provided information on the alarm system permit form within 30 days following the change (no charge shall be assessed for reporting a change of information if the information is reported within 30 days of the date of change and involves the same alarm user).
- (5) If a suspended alarm system permit is reinstated during the term of its issue, a processing fee of [____] shall be charged for reinstatement.
- (6) Fees shall be set by resolution.

8.18.070 Sound emission cut-off feature.

Alarm systems which emit audible sound which can be heard outside the building, structure, or facility of the alarm user, shall be equipped with a sound emission cut-off feature which will stop the emission of sound 15 minutes or less after the alarm is activated.

8.18.080 False alarms.

Alarm permit fee surcharges will be assessed to the alarm user by the administrator for excessive false alarms during the permit year as follows:

2nd False Alarm	[____] (EACH)
3rd False Alarm	[____] (EACH)
4th False Alarm	[____] (EACH)
5th False Alarm	[____] (EACH)
6th through 9th False Alarm	[____] (EACH)
10th and Additional False Alarm	[____] (EACH)

Fees will be set by resolution.

The administrator will notify the alarm user of the false alarm by mail. The mail will be directed to the address of the alarm user, which is set forth in the alarm system permit application, or in any written notice received by the administrator subsequent to the permit application which sets forth a new address. Failure to receive such notice will not be a defense to the imposition of the surcharge. The notification will include information for the user as to how many false alarms have been recorded during the permit year and the consequences of not complying with this chapter. In the event the false alarm meets the criteria for one of the required surcharges, the notification will also inform the alarm user of their right to appeal the validity of the false alarm and the procedures for such appeal. In addition to any and all other penalties provided for in this chapter, failure to pay the assessed surcharge shall result in suspension of the alarm user's permit.

8.18.090 Suspension of permits.

(1) The administrator may suspend any permit issued pursuant to this chapter upon any of the following grounds:

(a) Any false or incomplete statement made on the permit application.

(b) Any violation of HMC [8.18.040](#) to [8.18.080](#).

(c) Maintenance, installation, or use of the alarm system in violation of any applicable law, ordinance or regulation, including the requirements of this chapter.

(d) The occurrence of a false alarm which, added together with all other false alarms resulting from that system totals more than five false alarms during the permit period.

(2) A suspension for violation of (1)(a), (b), and (c) of this section shall remain in effect until the applicant demonstrates to the satisfaction of the administrator that the grounds for suspension no longer exist. A suspension for violation of (1)(d) of this section shall remain in effect for a period not to exceed 180 days and may be withdrawn by the administrator upon a satisfactory showing that the circumstances which caused or contributed to the majority of the false alarms resulting in the suspension no longer exists.

8.18.100 Right to appeal.

(1) Any alarm user who has been notified of a false alarm, or assessed a false alarm surcharge, may appeal the determination that the alarm was a false alarm or the surcharge to the Chief of Police by giving written notice to the Chief of Police of said appeal. Such notice must be received by the Chief of Police within 30 days of the date of mailing of the false alarm notice. Failure to contest the administrator's determination within the period set forth above results in a conclusive presumption for all purposes that the alarm was false.

(2) If a hearing is requested, written notice of the time and place of the hearing shall be mailed to the user by certified mail at least 10 days prior to the date set for the hearing.

(3) The hearing shall be before the Chief of Police or designee. The alarm user shall have the right to present written and oral evidence. The Chief of Police shall issue written findings waiving, expunging, or entering a false alarm designation on the alarm user's record. If false alarm designations are entered on the alarm user's record and surcharges are thereby due, such surcharges

must be paid within 30 days of notification of the decision on appeal and any failure to pay the surcharge shall result in suspension of the alarm user's permit as set forth above.

(4) The Chief of Police may appoint another person to be a hearings officer to hear the appeals and to render judgment.

(5) The decision rendered shall be final.

8.18.110 Enforcement and penalties.

(1) Violation of any provision of this chapter shall be punishable subject to the penalties set forth in HMC Chapter 1.20.

(2) The remedies contained herein are cumulative and in addition to any and all other enforcement remedies available at law.

Section 2. This Ordinance shall be effective December 1, 2024.

The foregoing Ordinance was passed by the City Council of the City of Hubbard this 14th day of May 2024, by the following vote:

AYES:	_____
NAYES:	_____
ABSENT:	_____

WHEREUPON THE Mayor declared the motion to be carried and the ordinance adopted.


PASSED AND APPROVED by the City Council of the City of Hubbard this 14th day of May 2024.

Charles Rostocil, Mayor

ATTEST:

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

Approved by the City Attorney:



Beery Elsner and Hammond LLP

RESOLUTION NO. 774-2024

A RESOLUTION SETTING BURGLARY & ROBBERY ALARM PERMIT AND FALSE ALARM FEES.

Findings

- A. The City of Hubbard finds that Police services are critical to the quality of life and economic well-being of the city, and to the health, safety, and welfare of its residents.
- B. The Hubbard Police Department (HPD) responded to approximately 66 calls for service in the past year that were associated with a burglary and robbery alarms from both residential and business users.
- C. The alarm permit fees and false alarm fees will offset the cost of calls for services relating to burglary and robbery alarms.

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

Section 1. The City of Hubbard hereby adopts the Burglary and Robbery Alarm Permit and False Alarm Fees as set forth in the attached document marked "Exhibit A" attached hereto and by this reference incorporated herein.

Section 2. This Resolution shall take effect on December 1, 2024.

INTRODUCED AND ADOPTED this 14th day of May 2024.

CITY OF HUBBARD, OREGON

BY: _____
MAYOR

ATTEST:

BY: _____
DIRECTOR OF ADMINISTRATION / CITY RECORDER

APPROVED AS TO FORM:

BY:  _____
CITY ATTORNEY

Burglary and Robbery Alarm Permit and False Alarm Fees
EXHIBIT “A”

FEE TYPE	FEE CHARGE
Residential Annual Alarm Permit Fee	\$ 20.00
Residential -Senior Community Member Annual Alarm Permit Fee	No Charge
Commercial Annual Alarm Permit Fee	\$ 50.00
Delinquency Charge for Failure to Obtain Permit	\$ 15.00
Reinstate Suspended Permit	\$ 7.50
First Chargeable False Alarm	No Charge
Second Chargeable False Alarm	\$ 50.00
Third Chargeable False Alarm	\$100.00
Fourth Chargeable False Alarm	\$150.00
Fifth Chargeable False Alarm	\$200.00
Sixth through Ninth Chargeable False Alarm	\$250.00
Tenth and Additional Chargeable False Alarm	\$300.00



City Council Memo

To: City Council

From: Shawn Waite, City Administrator

Date: May 1, 2024

RE: Intergovernmental Agreement for Police Services for the City of Donald

1. Issue before Council:

Should City Council approve the City of Hubbard Police Department to provide police services for the City of Donald and authorize the Mayor to execute the Intergovernmental Agreement?

2. Executive Summary:

The 2022-2023 Goal-Setting for the City Council identified contracting policing services to other Marion County cities. In February staff had a conversation with the City Manager of Donald regarding the City of Hubbard Police Department's capacity to provide policing services for the City of Donald.

Staff worked with the City Attorney, the Donald City Manager, CIS, and the Hubbard Police Chief to develop a draft Intergovernmental Agreement (IGA) between the two cities for the Hubbard Police Department to provide policing services. On April 11, 2024 the Mayor of Hubbard, the Mayor of Donald, and staff reviewed the draft IGA and discussed the terms of service.

If the IGA is approved and executed, policing services will begin July 1, 2024.

3. Background:

At the end of Fiscal Year (FY) 2021-2022 the City Council established goals for FY 2022-2023, which identified a list of strengths, weaknesses, potential opportunities, and potential risks/threats for the city. One of the opportunities was to contract policing services to other Marion County cities.

During the December 12, 2023 City Council meeting staff inquired if City Council was still interested in pursuing the opportunity of providing policing services to other Marion County cities and that the City of Donald was interested in opening negotiations. The City Council directed staff to proceed with negotiations with the City of Donald.

Staff entered into negotiations with the City of Donald's City Manager, Eric Underwood, the City Attorney, CIS, the Police Chief, and Metcom beginning in January 2024. Concluding negotiations, the terms of the IGA are as follows:

- Hubbard Police Department (HPD) will provide 20 hours per week of policing services (Hubbard will not provide code enforcement services)
- HPD will provide patrol services, as time allows, above the 20 hours per week

- Start-up costs will be split equally between the two cities (estimated to be \$3,000 total)
- Police vehicles will be rebranded to include the City of Donald (see attached graphic)
- Traffic court will be held in Hubbard and revenue associated with citations issued will be collected and retained by the City of Hubbard
- The City of Donald will pay \$55,000 annually for part-time (20 hours per week) policing services

The amount of revenue that will be earned from traffic related citations is difficult to estimate. For FY2024-2025 staff budgeted \$25,000 for revenue. The revenue will be used to offset salary and benefit costs in the HPD, as well as, costs associated with the increase in call volume from Metcom.

Additionally, the Police Chief will be responsible for developing a staffing pattern that ensures that the City of Hubbard has coverage while an officer is working in the City of Donald. There will be two officers on duty during the hours that HPD is covering the City of Donald. This staffing pattern can be advantageous for both the City of Hubbard and City of Donald as there are circumstances in which an officer requires back-up in response to a call or investigation and this staffing pattern achieves that requirement and enhances the safety of our officers.

If the City Council approves the IGA staff will begin preparing for the transition which will include community outreach in both cities, replacing the graphics on the police vehicles, redesign of the uniform patches, and finalize processes for implementation.

4. Options:

- Approve the City of Hubbard Police Department to provide police services for the City of Donald and authorize the Mayor to execute the Intergovernmental Agreement.
- Direct staff to amend certain terms of the IGA and present to the City Council during the June City Council meeting.
- Direct staff to not move forward with providing policing services to the City of Donald.

5. Recommendation:

- Approve the City of Hubbard Police Department to provide police services for the City of Donald and authorize the Mayor to execute the Intergovernmental Agreement.

6. Attachment(s):

- Intergovernmental Agreement with the City of Donald
- Vehicle graphic





**Attachment “A”
Resolution 2024-XXXX**

**INTERGOVERNMENTAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES**

BETWEEN THE CITY OF DONALD AND THE CITY OF HUBBARD

THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (this “Agreement”) is effective as of July 1st , 2024 (the “Effective Date”), by and between the following municipalities.

City of Donald
10710 Main Street NE
Donald, OR 97020
(503) 678-5543

City of Hubbard
PO Box 380
Hubbard, OR 97032
(503) 981-9633

City of Donald is hereinafter referred to as “Donald.”
City of Hubbard is hereinafter referred to as “Hubbard.”

RECITALS:

1. Donald is desirous of contracting with Hubbard for the performance of the hereinafter-described law enforcement functions within the boundaries of Donald by Hubbard.
2. Hubbard has agreed to render such services on the terms and conditions hereinafter set forth.
3. Such contracts are authorized and provided for by the provisions of ORS 190.010 and ORS 221.355.
4. The Mayor and City Administrator of Hubbard will execute this Agreement on behalf of Hubbard pursuant to their delegated authority in Resolution No. **2024-XXXX**, which is attached as Attachment “A.”

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. **Term:** The term of this Agreement and subsequent renewals for additional terms is as follows:
 - a. **Present Term** – The term of this Agreement shall run from the Effective Date until notice of termination as described below and in Section 13 (the “Term”).
 - b. **Notice of Intent/Renewal** – The terms and conditions of this Agreement shall automatically renew annually. This Agreement may be terminated by mutual consent of both parties at any time or by either party for any reason upon sixty (60) days’ notice in writing and delivered by mail or in person to the City Administrator

Attachment “A”
Resolution 2024-XXXX

of Hubbard or City Manager of Donald. Any such termination of this Agreement shall be without prejudice to any rights, obligations, or liabilities of either party that accrued prior to such termination (Perpetual).

2. **Compensation:**

- a. Beginning Fiscal Year 2024-25 Donald shall make quarterly payments of \$13,750 to be invoiced by Hubbard for law enforcement services provided pursuant to Section 3 and Court services provided pursuant to Section 7 of this Agreement. (the “Compensation”). After June 30, 2025, the Compensation will be adjusted as described in Section 2(b) and paid on or before September 30 of each year.
- b. The Compensation will increase on July 1st of each fiscal year, running from July 1 to June 30, during the Term by an amount equal to the product of (i) the Compensation owed in the immediately preceding fiscal year and (ii) the annual July 1st cost of living adjustment percentage of 3%.
- c. Branding of the police vehicles and uniforms patches will be changed to reflect the Hubbard/Donald Police Department. Costs incurred for the graphics and patches will be split equally between Hubbard and Donald.

3. **Hubbard Law enforcement services:** Hubbard agrees to provide law enforcement services within the corporate limits of Donald consisting of duties and functions customarily rendered by the Hubbard Police Department under the statutes of the State of Oregon. The law enforcement services provided by Hubbard shall be comparable to those provided within the corporate limits of Hubbard, which will include the following:

- a. Supply of radio communications facilities and performance of emergency communication services such as responding to service calls requesting law enforcement services within Donald’s city limits.
- b. Enforcement and investigations involved in the field of public safety, criminal law enforcement, traffic enforcement, or related fields within the legal power of the police chief to so provide. The services shall be provided in conformance with the standards generally accepted within the policing profession.
- c. Enforcement of state laws regarding criminal offenses and driving infractions.
- d. Assignment of labor, supervision, and equipment including a patrol car to work in Donald a minimum of twenty (20) hours per week in varying shifts, which will be determined by the police chief and agreed upon by the Donald City Manager. In addition to the twenty (20) hours of agreed-upon shifts per week, Hubbard shall periodically patrol Donald in marked police vehicles. When patrolling in Donald, Hubbard shall provide law enforcement services at the same level as those it provides to Hubbard residents except as expressly agreed in this Agreement.

Attachment “A”
Resolution 2024-XXXX

- e. Submission of a written report to the Donald City Manager on or before the 10th day of each month setting forth the number and type of police activities in Donald for the previous month. In addition to submitting monthly reports, the police chief or designee shall attend one (1) Donald City Council meeting per year to present an annual report on police activities in Donald to the Donald City Council.
 - f. The police chief or designee shall attend any and all meetings concerning Donald’s policing issues and community activities as requested by Donald
 - g. Hubbard will not be providing code enforcement services in Donald.
4. **Hubbard Performance Requirements:** In performing the law enforcement services described in Section 3, Hubbard shall satisfy the following requirements:
- a. Hubbard shall use patrol vehicles and uniform patches that identify officers and cars as Hubbard and Donald police.
 - b. All officers Hubbard makes available for the performance of the duties described herein shall be properly supervised officers that satisfy the Oregon Department of Public Safety Standards and Training certification requirements.
 - c. Hubbard shall provide the equipment needed for officers to use in the performance of services under this Agreement.
5. **Donald Performance Requirements:** In return for the law enforcement services described in Section 3, Donald shall satisfy the following requirements:
- a. Pay the Compensation to Hubbard in accordance with Section 2 above.
 - b. . Communicate to Donald residents that non-emergency calls for service should be directed to the non-emergency line 503-982-2340.
6. **Personnel:** The handling of the personnel necessary to deliver the services shall be as follows:
- a. The rendition of such service, standards of performance, the discipline of officers, and other matters incidental to the performance of such services described in this Agreement and control of personnel so employed shall be and remain the responsibility solely of Hubbard.
 - b. All personnel employed in the performance of such services pursuant to this Agreement shall be Hubbard employees, and all persons employed hereunder shall have city pensions, salary, and any status or rights under the provisions of city employment paid for by Hubbard.

Attachment “A”
Resolution 2024-XXXX

- c. Donald shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Hubbard personnel performing services hereunder for Donald. Donald shall not be liable for compensation (including benefits and retirement) to any Hubbard employee, volunteer or intern for any injury, or sickness arising out of their employment.
7. **Court:** Hubbard will conduct Municipal Court activities as they relate to crimes and traffic. Hubbard agrees to cite charges into the court of competent jurisdiction as follows:
- a. Crimes (felonies and misdemeanors) – All charges for felonies and misdemeanors including traffic crimes and any unclassified crimes or other serious violations of the law will be presented to the District Attorney’s Office for Marion County for trial in the appropriate court of jurisdiction or cited into Marion County Circuit Court.
 - b. Violations including traffic violations – All other charges for violations of the law including traffic violations within the city limits of Donald will be cited into the Municipal Court of Hubbard.
 - c. Concurrent jurisdiction – Nothing in this Agreement shall be construed or used to limit the discretion of the police to cite charges into any court of competent jurisdiction.
 - d. Revenue – All revenue associated with criminal citations/activity or traffic violation will be received by Hubbard pursuant to the authority of Hubbard Municipal Court. Revenue from code violations will be received by Donald.
8. **Community Police Advisory Forum:** Hubbard and Donald may form a Community Police Advisory Forum to meet from time to time for the purpose of (1) discussing various issues concerning law enforcement services in Donald and Hubbard and (2) developing recommendations related to law enforcement services for the police chief. The police chief will be responsible for appointing members to any Community Policy Advisory Forum created by Hubbard and Donald, and will ensure that the Forum includes residents of Donald and Hubbard. Forum members will elect from their membership a chair and vice chair. Either the chair or vice chair shall be a Donald resident. Notwithstanding the foregoing, Hubbard shall have the exclusive right and duty to control all personnel in the discharge of police services set forth in this Agreement.
9. **Indemnification:** It is the intent of this Agreement that Hubbard and Donald each are responsible for their own actions or the actions they direct or control. If a suit or action results from the policy, direction, act, or omission of a party, that party shall defend and indemnify the other party as provided below.
- a. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Hubbard shall indemnify, save harmless and defend Donald, its officers, elected officials, agents, volunteers, and employees from and against all costs, liabilities, losses, damages, claims or actions, and expenses of any nature

Attachment “A”
Resolution 2024-XXXX

whatsoever, by any reason, resulting from or allegedly resulting from any act, omission, activities, or services by Hubbard or its officers, employees, agents, volunteers or anyone Hubbard controls, in the course of performance of services under this Agreement.

- b. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Donald shall indemnify, save harmless and defend Hubbard, its officers, elected officials, agents, volunteers, and employees from and against all costs, liabilities, losses, damages, claims or actions and expenses of any nature whatsoever, by any reason, resulting from or allegedly resulting from any act, omission, activities, or services by Donald or its officers, employees, agents, volunteers or anyone Hubbard controls, in the course of performance of services under this Agreement.

10. Compliance with Applicable Laws

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.

11. Nondiscrimination

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations in the performance of this Agreement.

12. Insurance

Each party shall procure insurance or self-insure in accordance with ORS 30.282 and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

13. Termination for Cause

Either party may terminate this Agreement for cause after giving a sixty (60) day written notice to the other party and stating the reason for termination. If the party receiving the notice of termination corrects the matter within sixty (60) days, the Agreement shall continue. The parties agree to meet and discuss any cause for termination prior to giving notice of termination pursuant to this paragraph.

14. Notices

Any notice required to be given by the terms and conditions of this Agreement shall be given to the other party either by personal service or registered mail, returned receipt requested to the following persons at the listed address:

**Attachment “A”
Resolution 2024-XXXX**

City of Hubbard	City of Donald
City Administrator Shawn Waite and Police Chief Don Parise or their successors	City Manager Eric Underwood or successor
PO Box 380	10710 Main Street NE
Hubbard, OR 97032	Donald, OR 97020

15. Miscellaneous

Any amendments or modifications hereto shall be made in writing as approved and signed by Hubbard and Donald.

16. Force Majeur

A party’s failure to perform under this agreement will be excused, and will not be deemed a material breach, if the delay or failure is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, disease, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.

17. Venue

The parties designate the Circuit Court for the State of Oregon, Marion County as the exclusive venue for resolving any disputes arising out of or related to this agreement and consent to the personal jurisdiction of that court.

18. Severability

If any term or condition of this agreement is found to be illegal or unenforceable, the term or condition should be struck and the remainder of the agreement will remain in full force and effect to the greatest extent possible.

19. Entire Agreement

This Agreement represents the entire and integrated agreement between Hubbard and Donald and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by a written amendment signed by Hubbard and Donald.

20. Counterparts-

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted electronically, whether sent via facsimile or as attached files (e.g., .pdf), will be acceptable to bind Hubbard and Donald, respectively, and will not in any way affect the validity of this Agreement. Hubbard and Donald intend to confirm any electronically transmitted signatures by exchanging ink-signed originals, but the failure to do so does not affect this Agreement’s validity in any way.

**Attachment “A”
Resolution 2024-XXXX**

IN WITNESS WHEREOF, this instrument has been executed in duplicate pursuant to resolutions heretofore duly and legally adopted by each of the parties hereto.

CITY OF HUBBARD

CITY OF DONALD

Charles Rostocil, Mayor Date

Richard Olmsted, Mayor Date

ATTEST:

Shawn Waite Date
City Administrator

Eric Underwood Date
City Manager

APPROVED AS TO FORM & CONTENT:

TBD Date
Hubbard City Attorney



City Council Memo

To: City Council

From: Shawn Waite, City Administrator

Date: May 1, 2024

RE: Intergovernmental Agreement for the North Marion Tourism Collaborative

1. Issue before Council:

Should the City Council approve the Intergovernmental Agreement for the North Marion Tourism Collaborative and authorize the Mayor to execute the agreement?

2. Executive Summary:

The North Marion Tourism Collaborative (NMTC) is comprised of nine cities that focus on promoting activities and events throughout the north Marion County region. Marion County commissioners have requested that the NMTC submit a project list and fund request for the next two years. The NMTC plans on submitting a request of up to \$200,000, a \$100,000 each year.

Given the amount of the funding request, it was determined by the NMTC Board that the NMTC members need formalize the roles and responsibilities of the cities. The Intergovernmental Agreement does not commit or obligate any city funds, but assigns and clarifies the roles for the cities.

3. Background:

The NMTC is comprised of the following cities: Woodburn, Gervais, Silverton, Mt. Angel, St. Paul, Hubbard, Donald, Brooks, and Scotts Mills. The NMTC has recently been recognized as a Destination Management Organization (DMO) by Travel Oregon, which means that it has agreed to work with the Regional Destination Management Organization, the Willamette Valley Visitors Association, to cooperatively leverage budgets, advertising, services, and information for the benefit of all tourism entities in the region.

Last fiscal year Marion County allocated funds to the NMTC to pay for a consultant to assist in the development of a strategic plan, advertising for local events, and shuttle service to and from the Oktoberfest. The funds were received and managed by the City of Woodburn as they are the fiscal agent for the NMTC.

Marion County commissioners have requested that DMOs throughout Marion County submit a project list and funding request for the next two fiscal year. The NMTC will be requesting approximately \$200,000 over the two-year period to fund multiple activities and projects such as advertising, extending the contract for videography, marketing, and partial funding for the Oktoberfest shuttle. Once the project list is complete staff will provide the information to the City Council for consideration.

Since the funding request is substantial, it was determined that the NMTC should formalize the roles and responsibilities of participating cities through an Intergovernmental Agreement. The agreement does not obligate any city funds and if, at any point, funds are requested to be contributed staff would seek City Council approval before committing such funds.

4. Options:

- A. Approve the Intergovernmental Agreement for the North Marion Tourism Collaborative and authorize the Mayor to execute the agreement.
- B. Approve the Intergovernmental Agreement with proposed revisions.
- C. Direct staff to pursue other options.

5. Recommendation:

- A. Approve the Intergovernmental Agreement for the North Marion Tourism Collaborative and authorize the Mayor to execute the agreement.

6. Attachment(s):

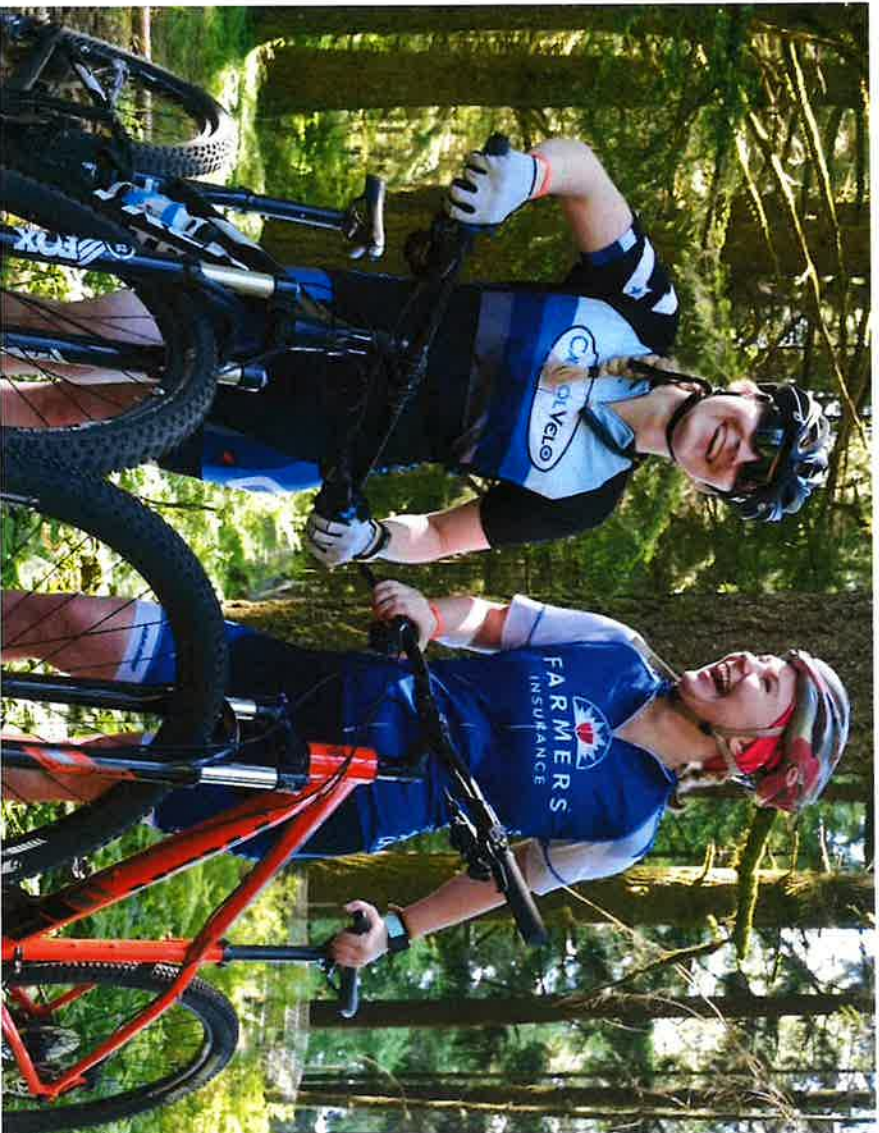
- A. Intergovernmental Agreement with for the North Marion Tourism Collaborative
- B. North Marion Tourism Collaborative Strategic Plan

North Marion Tourism Collaborative

Strategic Plan



Strategic Plan: Itinerary



- Letter from the Board Chair
- Goals at a Glance
- Year One - What to Expect
- About North Marion Tourism Collaborative
- Mission
- Vision
- Our Work
- Ecosystem
- Goals + Milestones
- Accountability Framework
- Financial Snapshot
- Plan Credits

We're Your Tourism Guides!

I am delighted to share with you the unveiling of our first ever three-year strategic plan. This plan reflects our steadfast commitment to the growth and prosperity of North Marion County's tourism sector.

Crafting a comprehensive strategic plan was imperative to ensure the sustained success of our tourism endeavors. This roadmap, which underscores our dedication to advancing our industry against the backdrop of evolving trends and traveler preferences, includes an accountability framework and will be used as our compass.

Over the next three years, keep an eye out for enhanced visitor experiences, sustainable practices, minority-owned business programs, and economic growth that will benefit each of our communities.

Thank you for your unwavering support for our region's tourism industry. Together we will continue to make North Marion County a one of a kind visitor experience!

Warm regards,
Maricela Guerrero
Board Chair, North Marion Tourism Collaborative



Where We're Going: Goals at a Glance

- ExploreNorthMarion.com and social media platforms are the go-to place for what's happening in North Marion County.
- Explore North Marion County has received promotion from 5 influencers, 3 travel writers, and 10 tourism operators.
- The Collaborative Members have elevated their marketing for a better visitor experience.
- North Marion County has up to 3 Food to Trails, as new tourism assets.
- North Marion Tourism Collaborative has grown from 12 to 100 members and paid membership is an option.
- Funding is diversified from grants to a combination of grants, cities funding, membership dues, and program revenue.
- North Marion Tourism Collaborative is its own entity, separate from the City of Woodburn.
- The first full time program and marketing position is hired to join the working Board of Directors.
- Marketing systems are fully operational to ensure more inclusive opportunities for the local tourism community.



Starting the Journey: Within the First Year

We are in growth mode as an organization. As a snapshot of what to expect within the first year, here are some of the upcoming programs and initiatives:

- Collaborative Member networking events are featuring experts sharing How To's and best practices for improving the visitor experience.
- The Travel Oregon Digital Marketing Boost program optimizes our digital marketing presence along with 20 other cultural businesses.
- Events and tourism product updates are easy to access, and we are be able to help spread the word about local marketing promotions and tourism projects.
- Local tourism-facing businesses will experience more visibility and visitors due to our first marketing campaign.



North Marion Tourism Collaborative

Who We Are



Who We Are

For Visitors

Nestled between the urban areas of Portland and Salem, North Marion County offers a convenient escape into a world of rural serenity.

Whether you're exploring our charming towns or attending one of our many events, the region's accessibility makes it a cherished destination for weekend getaways, day trips, and an easy return to the city's amenities when desired.

Embrace the warmth of the local communities, immerse yourself in the breathtaking scenery, and uncover the hidden gems that make North Marion County, Oregon, an unmissable destination for those seeking a truly one of a kind experience.

For Stakeholders

North Marion Tourism Collaborative is a destination marketing and management organization that drives economic impact through tourism for the Cities of Aurora, Brooks, Donald, Hubbard, Gervais, Mt. Angel, St. Paul, Scotts Mills, Silverton, and Woodburn.

We do this by:

- Promoting these places as the unique destination of North Marion County.
- Educating stakeholders on the positive impact of tourism.
- Connecting with our communities to ensure tourism growth happens authentically and with local input.

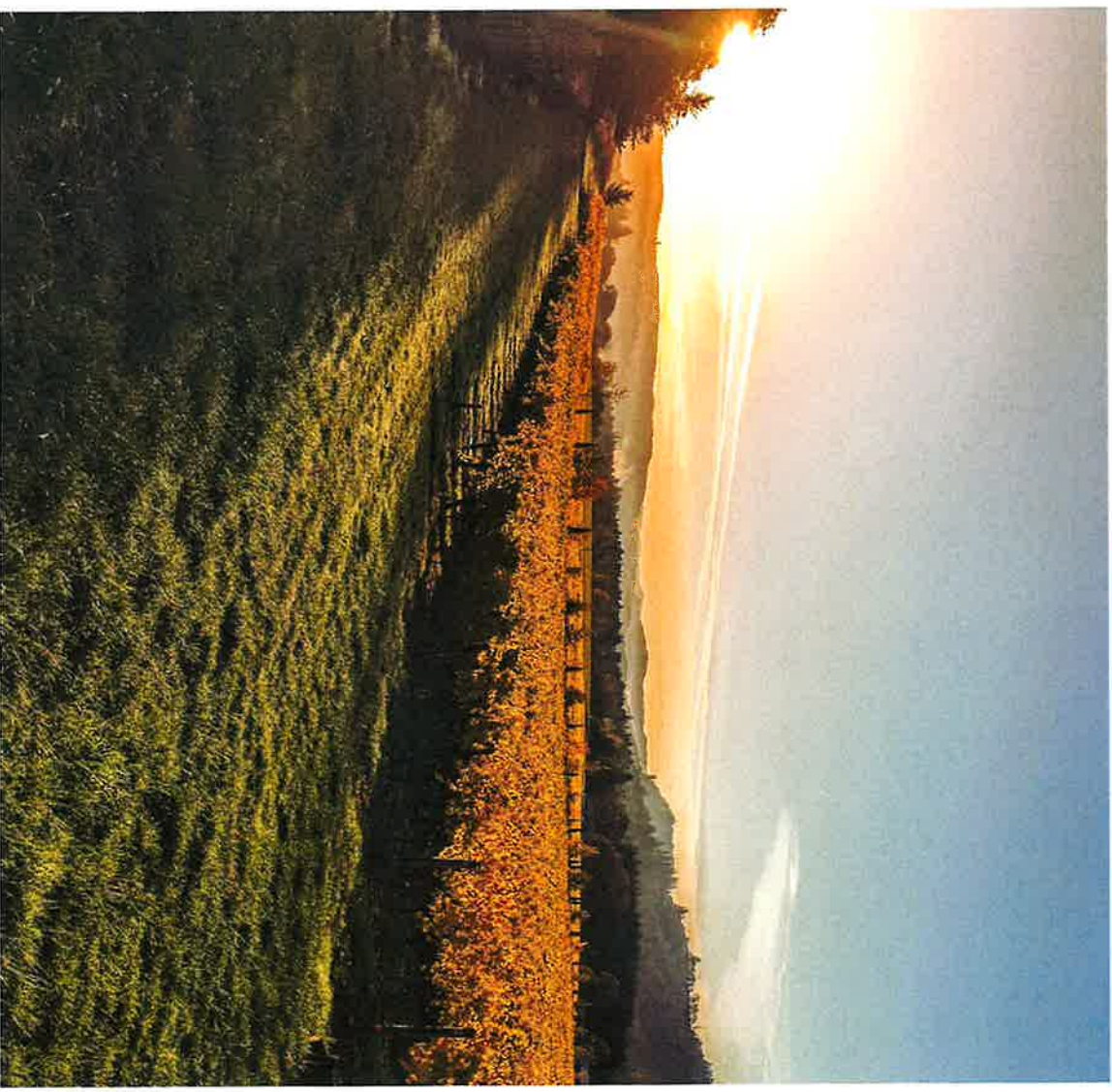
Our Mission

Promote, educate, support, and grow North Marion County's tourism assets and overall local economic vitality through collaboration.



Our Vision

Growing visitation throughout North Marion County while maintaining both a unique visitor experience and a sense of place for locals.



What We Do

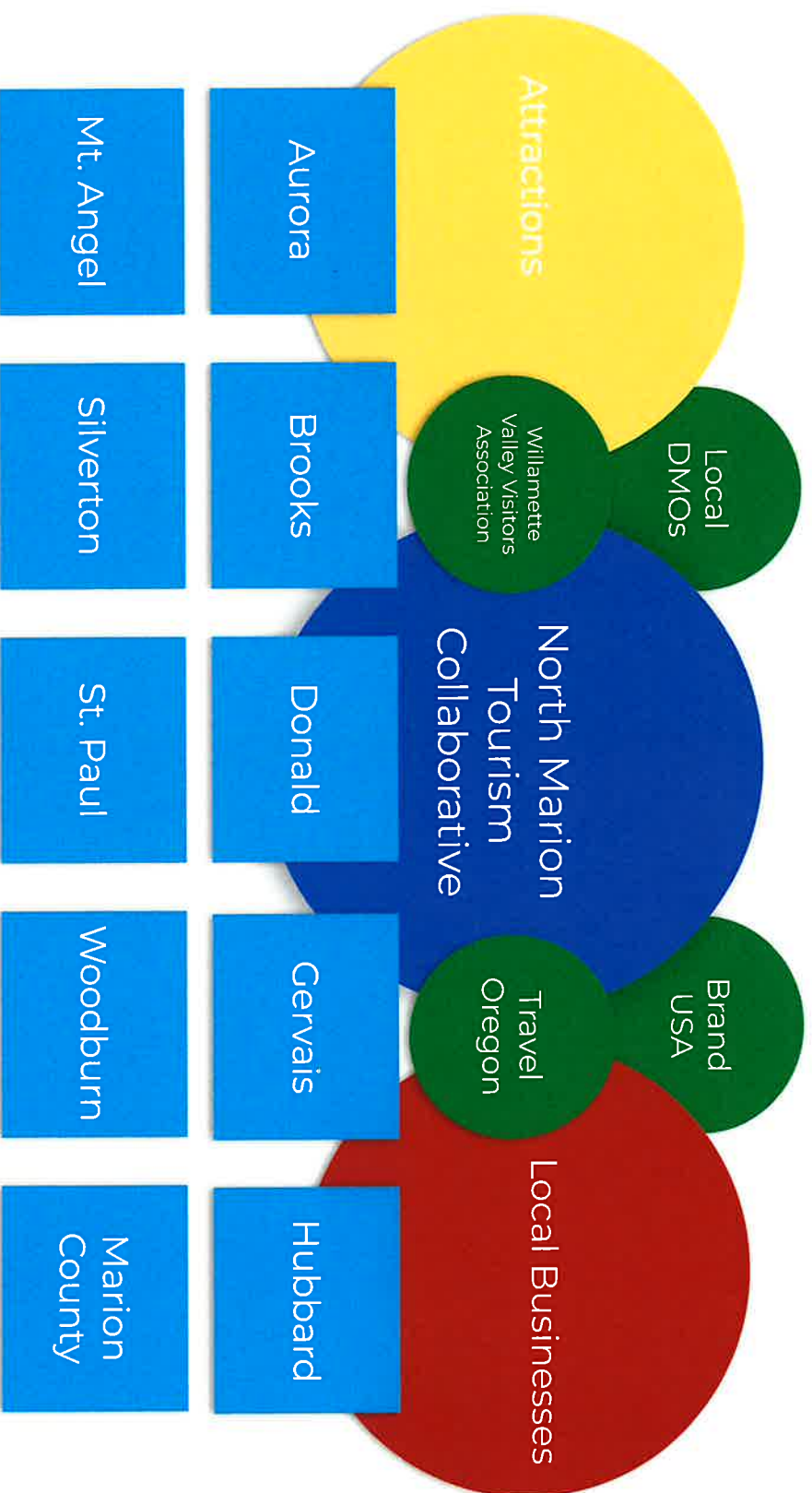
Marketing

- ExploreNorthMarion.com promotes the counties tourism facing events, local businesses, and attractions.
- Explore North Marion County Facebook page is a secondary source of promotion with visitor comment engagement.
- Explore North Marion County mobile kiosk travels to high traffic locations and offer brochures and information to visitors.

Management

- Networking events bring tourism-facing businesses together.
- Marketing programs teach and empower our business community to:
 - Tell their unique story
 - Create compelling photography
 - Level up overall marketing
- Educating visitors on regenerative tourism to leave our destination better than they found it.

Our Tourism Reach



North Marion Tourism Collaborative

Strategic Goals 2023-2026



ExploreNorthMarion.com and social media platforms are the go-to places for what's happening in North Marion County.



Categories
Product
Audience
Money
Team
Operations
Impact

Goal Lead
Carissa Clarke

Q4 - 2023	Q1 - 2024	Q2 - 2025	Q2 - 2026
<div>Evaluate</div> <div>Engagement numbers have been audited to get a baseline for the website and social media platforms.</div>	<div>Improve</div> <div>SEO, Google Business Profile, Instagram, Facebook, online listings, and e-newsletter have been optimized.</div>	<div>Build</div> <div>Content on the website and social media platforms has tripled from the baseline in Q4 - 2023.</div>	<div>Announce</div> <div>Overall engagement growth for underrepresented businesses has been announced to key stakeholders and cities.</div>

Explore North Marion has received promotion from 5 influencers, 3 travel writers, and 10 tourism operators.



Categories

Product

Audience

Money

Team

Operations

Impact

Goal Lead

Maricela Guerrero

Q4 - 2023	Q2 - 2024	Q4 -2024	Q2 - 2026
<p>Evaluate</p> <p>List influencers, travel writers, and tourism professionals.</p>	<p>Implement</p> <p>Influencers are booked.</p>	<p>Implement</p> <p>First tourism operators are touring North Marion County.</p>	<p>Implement</p> <p>Travel writers have mentioned Explore North Marion in their content.</p>

The Collaborative Members have elevated their marketing for a better visitor experience.



Coal Lead
Sam Kaluf

Categories
Product
Audience
Money
Team
Operations
Impact

Q3 - 2023	Q4 - 2023	Q1 - 2024	Q2 - 2025
Implement Collaborative Member networking events have guest marketing experts to share best practices.	Implement 20 businesses have been awarded the Digital Marketing Boost Program.	Implement At least 80 businesses are participating in the free Google Business Program through Travel Oregon.	Communicate Before and after reports have been shared, showing businesses digital marketing improvements, with key stakeholders.

North Marion County has up to 3 Food to Trails, as new tourism assets.



Categories
Product
Audience

Money

Team

Operations

Impact

Coal Lead

Emily Iverson

Q4 - 2023	Q1 - 2024	Q2 - 2024	Q4 - 2024
<p>Evaluate</p> <p>List of all current Food to Trail assets that exist in North Marion County has been made.</p>	<p>Engagement</p> <p>Businesses have been identified to participate in the new Food to Trail(s).</p>	<p>Develop</p> <p>The new Food to Trail(s) is ready to be created.</p>	<p>Launch</p> <p>New Food to Trail asset is promoted throughout all marketing platforms and materials.</p>

North Marion Tourism Collaborative has grown from 12 to 100 members and paid membership is an option.



- Categories

Product

Audience

Money

Team

Operations

Impact
- Goal Lead

Maricela Guerrero

Q4 - 2023	Q1 - 2024	Q4 - 2025	Q2 - 2026
Prospect List all tourism facing businesses.	Incentivize Membership has an established two way street for information sharing.	Implement Membership has a paid option.	Celebrate The Collaborative has its first annual event for Members.

Funding is diversified from grants to a combination of grants, cities funding, membership dues, and program revenue.



Categories

Product
Audience

Money

Team

Operations

Goal Lead
Colby Kemp

Impact

Q4 - 2023	Q1 - 2024	Q3 - 2024	Q2 - 2025
<p>Evaluate</p> <p>A sustainable budget has been determined.</p>	<p>Establish</p> <p>Intergovernmental Agreement with each City is signed.</p>	<p>Identify</p> <p>Fundraising plan is written.</p>	<p>Implement</p> <p>First funding received that is not a grant.</p>

North Marion Tourism Collaborative is its own entity, separate from the City of Woodburn.



Coal Lead
Maricela Guerrero

Categories
Product
Audience
Money
Team
Operations
Impact

October - 2023	November - 2023	May - 2024	June - 2024
Research Researched options of 501c3 and 501c6 are documented.	Approval Board votes on new entity.	Implementation Application is approved.	Announce A press release is sent to members, funders, cities, and local publications.

The first full time program and marketing position is hired to join the working Board of Directors.



Coal Lead
Stacy Palmer

Categories
Product
Audience
Money
Team
Operations
Impact

Q3 - 2024	Q4 - 2024	Q4 - 2024	Q1 - 2025
<div>Evaluate</div> <div>Sustainable funding for this hire has been determined.</div>	<div>Implement</div> <div>Job description has been shared with stakeholders to help find the right candidate.</div>	<div>Implement</div> <div>Interviews have been conducted.</div>	<div>Implement</div> <div>Onboarding process begins.</div>

Marketing systems are fully operational to ensure more inclusive opportunities for the local tourism community.



Categories

Product

Audience

Money

Team

Operations

Impact

Goal Lead

Carissa Clarke

Q4 - 2023	Q1 - 2024	Q2 - 2024	Q1 - 2025
Implement	Implement	Implement	Assets
Events calendar is systemized, getting events from businesses and sharing them with visitors.	Content calendar is populated for the year, including website and social media platforms engagement tracking.	"What's in your backyard" campaign engagement is being tracked.	Marketing asset library exists, including: images, videos, and content.

North Marion Tourism Collaborative

Implementation



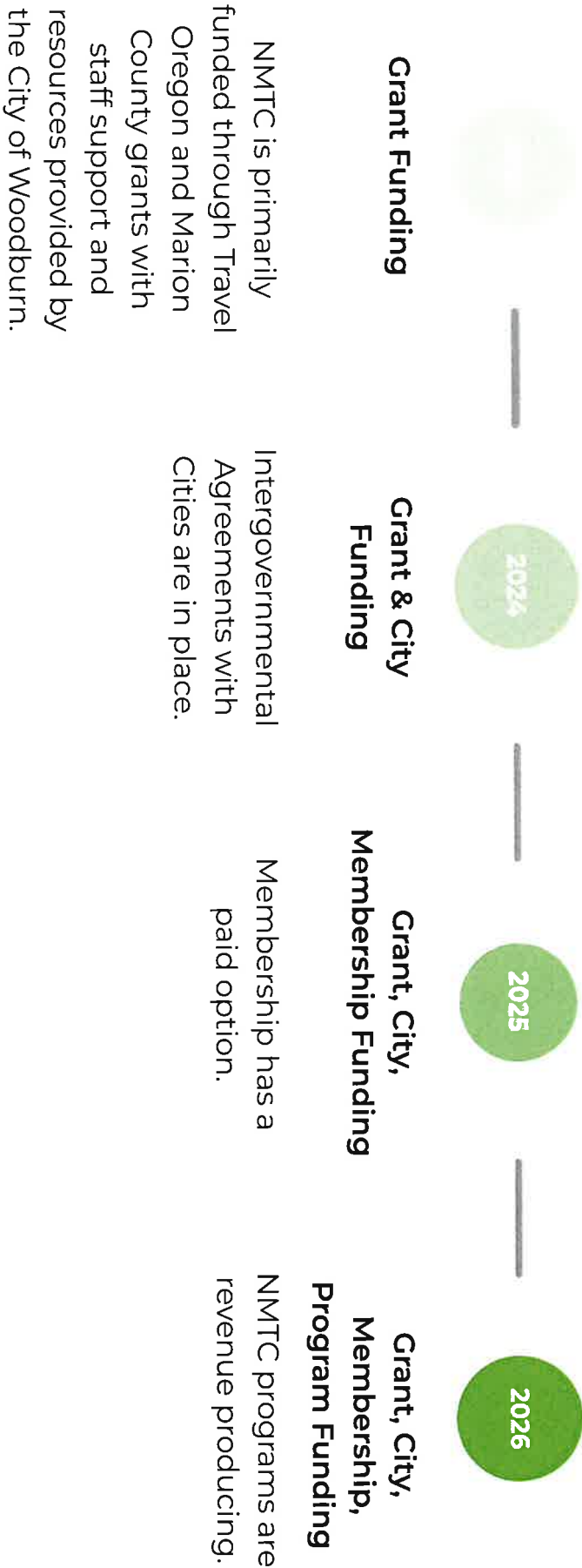
Accountability Framework



How will NMTC hold ourselves accountable to our goals?

Kickoff	Monthly	Annual
2023-26 Strategic Plan has been published on the website, presented to Collaborative Members, shared with City Councils, and Marion County Commission.	Strategic Goal milestone progress check in at monthly Board of Directors meetings.	Include Strategic Goal milestone update at the last Collaborative meeting. Update stakeholders on progress of strategic plan.

Financial Resource Timeline



Strategic Plan Credits

Input Provided By

Bauman's Farm & Garden
City of Aurora
City of Donald
City of Hubbard
City of Mt. Angel
City of Woodburn
Explore North Marion Business
Local Tourism Facing Businesses
Marion County Economic Development
Marion County Public Works, Environmental Svcs
North Marion Tourism Collaborative Members
Oregon Parks and Recreation
Silverton Chamber of Commerce & Visitor Center
Travel Oregon
Union Pacific Railroad
Woodburn Area Chamber of Commerce
Woodburn Premium Outlets
Wooden Shoe Tulip Farm

North Marion Tourism Collaborative Board of Directors

Adam Franco
(Ex Officio)
Carissa Clarke
Colby Kemp
Emily Iverson
Jamie Johnk
(Ex Officio)
John Zobrist
Maricela Guerrero
Sam Kaluf
Shawn Waite
Stacy Palmer

Consultants

Ciara Pressler
Lisa Niedermeyer
Marlo Maroon
Rahsaan Cruz



[PREGAME]



INTERGOVERNMENTAL AGREEMENT

NORTH MARION TOURISM COLLABORATIVE

THIS Intergovernmental Agreement for the North Marion Tourism Collaborative (“IGA”) is made and entered into by and between the following parties:

The City of Aurora (“Aurora”)
The City of Donald (“Donald”)
The City of Gervais (“Gervais”)
The City of Hubbard (“Hubbard”)
The City of Mt. Angel (“Mt. Angel”)
The City of Scotts Mills (“Scotts Mills”)
The City of Silverton (“Silverton”)
The City of St. Paul (“St. Paul”)
The City of Woodburn (“Woodburn”)
Marion County, Oregon (“Marion County”)

(collectively the “Participants”).

BACKGROUND

- A. ORS 190.010 et seq. authorizes governmental entities to enter into written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement has authority to perform;
- B. All Participants are authorized to promote and support the tourism industry and economic development within their jurisdictions and to fund or operate marketing and promotional activities that attract visitors and support local businesses and events in the Marion County;
- C. All Participants have an interest in the coordinated maintenance and growth of the tourism industry in the North Marion County region and desire to strengthen the resources available to such an enterprise;
- D. The Participants have expressed a mutual interest in establishing and maintaining a regional tourism collective to be known as the North Marion Tourism Collaborative (“Collaborative”);
- E. The Collaborative has recently been recognized as a Destination Management Organization by Travel Oregon, which means that it has agreed to work with the Regional Destination Management Organization—the Willamette Valley Visitors Association—to cooperatively leverage budgets, advertising, services, and information for the benefit of all tourism entities in the region.

- F. This IGA provides for the joint responsibilities of the Participants in consolidating economic development resources for purposes of supporting and promoting tourism opportunities in the North Marion County region; and
- G. This IGA further provides authorization for Woodburn to perform certain functions and activities on behalf of the remaining Participants in furtherance of the Collaborative's mission, goals, and direction.

NOW, THEREFORE, the Participants agree as follows:

AGREEMENT

1. Formation of North Marion Tourism Collaborative. The Participants hereby agree to establish, form, and maintain a regional tourism collective or partnership to be known as the North Marion Tourism Collaborative ("Collaborative"). The Collaborative shall have the responsibility of consolidating identified economic development resources of the Participants for the purpose of supporting and promoting tourism opportunities in the North Marion County geographic region of Oregon State.

All prior agreements and arrangements between the Participants covering the same or similar scope of responsibilities is hereby repealed and replaced in their entirety by this IGA.

2. Membership of the Collaborative. Each of the named Participants above is an equal member of the Collaborative. Each Participant may appoint or assign its own individual representative to represent the Participant at Collaborative meetings and in Collaborative decision-making processes. Participant appointees should be an employee or elected official of the Participant, but otherwise, each representative serves at the pleasure of that Participant.

3. Purpose and Duties of the Collaborative. The Collaborative shall have the responsibility and authority to develop and implement strategic marketing plans, including advertising and marketing, cooperative promotions, public relations, research, and industry relations for purposes of promoting travel and visitor experiences in the North Marion County region of Oregon State, including, but not limited to performing the following services:

- (A) Explore North Marion Tourism Website. Build, maintain, and improve the ExploreNorthMarion.org website and webpage platform that supports and promotes the goals of the Collaborative and related events and tourism opportunities.
- (B) Explore North Marion Tourism Publications. Develop and distribute publications and print media content that supports and promotes the goals of the Collaborative and related events and tourism opportunities.

- (C) Explore North Marion Tourism Social Media Account(s). Build, maintain, and expand the reach of various social media account platforms representing the Collaborative and sponsored events and tourism opportunities.
- (D) Explore North Marion Tourism Media Content. Develop, invest in, maintain, and inventory various forms and types of media content (e.g. photographs, video, digital media, etc.) that represents and markets the Collaborative and its sponsored events and tourism opportunities.
- (E) Event Sponsorship. Combine and bolster marketing assets and financial resources into an effective sponsorship program that supports and promotes both annual and special events and tourism opportunities in the North Marion County region.
- (F) Regional Economic Development Support. Host and support networking events and marketing and educational programs that bring tourism-focused businesses together to support their collective development and growth.
- (G) Long-term Opportunity Strategic Planning. Establish an accountability framework that includes ongoing work by Participants to meet strategic goal milestones set out under the Collaborative's 2023-2026 Strategic Plan, and all amendments and updates to that plan that the Collaborative agree to in the future.

It is the intent of the Collaborative that the performance of the above identified services and activities shall be in conformance with and pursuant to its 2023-2026 Strategic Plan (attached as Exhibit A).

The Collaborative agrees that it will not provide any of the following types of services or carry out any of the following types of activities:

- (A) Acquire, purchase, or transfer any real property;
- (B) Engage in lobbying activities;
- (C) Levy taxes or issue general obligation bonds; or
- (D) Hire or employ its own personnel.

4. Decision-Making & Governance.

4.1. Collaborative Board. For planning and decision-making purposes, the Collaborative shall be represented by a Board composed of eight persons ("Board Members"). Board Members will be elected and/or appointed by Participants to this IGA at an annual meeting under procedures adopted by mutual consensus of the Participants or as otherwise provided in the Bylaws of the Collaborative.

Three (3) Board Members shall be elected from the group of Participants, with no more than one Participant organization represented at a time; four (4) Board Members shall be appointed from the local tourism industry; and one (1) Board Member shall be a representative of the Woodburn Area Chamber of Commerce. The industry Board Members appointed by the Collaborative and the Woodburn Area Chamber Board Member shall not be considered employees or representatives of any of the Participant government entities or of the Collaborative.

The Collaborative Board may include up to three Ex Officio Members that have significant financial and/or administrative resources to contribute to the implementation of the Collaborative's goals and mission. Ex Officio Members may fully participate in discussions and deliberations of the Board, but may not vote on matters as necessitated under Section 4.5. Ex Officio Members may be added at any time by mutual consensus of the Participants or as otherwise provided in the Bylaws of the Collaborative.

4.2. Board Positions. The Collaborative may establish role-specific Board positions to be filled by Board Members (e.g. Chair, Secretary, etc.), as well as term limits for Board Members, by either mutual consensus of the Participants or as otherwise provided in the Bylaws of the Collaborative. Position roles and responsibilities may also be further delineated under the Collaborative's Bylaws.

The initial roster of Collaborative Board Members and their designated Board Positions is included in the attached Exhibit B.

4.3. Resignation & Removal of Board Members.

(A) Resignation. Any Board Member may resign at any time by giving written notice to the Board's Chair. Such resignation shall be effective when the notice is received, unless the notice states a later effective date.

(B) Removal. Any Board Member may be removed with or without cause at any time by the affirmative vote of at least two-thirds of all Participants. The removal shall be effective when the notice is received by both the Participant to be removed, unless the notice states a later effective date.

4.4. Meetings & Quorum. The Board shall hold regular public meetings at least monthly at a time and place mutually designated and shall maintain minutes of each meeting. The Board shall utilize Robert's Rules of Order as the rules of procedure for the conduct of its meetings, and shall liberally construe the rules so as to ensure all Board Members and members of the general public are accorded a fair opportunity to present their views.

A quorum shall be necessary to do business, which shall require majority+1 Board Members of the Board to be present.

4.5. Manner of Acting. The Board shall strive for consensus on all decisions. However, if consensus is not achievable within a reasonable period of time as determined by a majority of all Board Members, decisions shall be made by majority vote of all Board Members. No decisions, whether by consensus or by majority vote, can be made without a quorum.

Certain actions of the Board may need to be formally ratified by each Participant and/or Participant's parent Council or Commission. Board Members shall be responsible for determining whether an action contemplated by the Board requires full Participant ratification.

4.6. Advisory Committees and Subcommittees. The Board may establish advisory committees and subcommittees as it deems appropriate. Advisory committees or subcommittees will only provide recommendations to the Board and will not have any final decision-making authority on behalf of the Collaborative.

5. Shared Participant Obligations.

5.1. Governance. Participants will approve governance and administrative policies and procedures of the Collaborative.

5.2. Strategic Planning and Tourism Development. Participants will timely review and approve plans and strategy-related documents consistent with the Collaborative's mission and priorities.

5.3. Financial. Participants will set policies and procedures regarding Collaborative shared fundraising, fund distribution and expenditures, and the approval of program and event budgets and financial sponsorship plans for Collaborative activities and engagements.

5.4. Information. Participants will collaborate and share regional tourism and economic development information within a streamlined communication forum (and possibly through a future software platform) for operational purposes and the benefit of the Collaborative.

5.5. Event Sponsorship. Participants acknowledge and agree that they each may establish and organize event sponsorship arrangements and financial responsibilities separate and apart from this IGA where and when appropriate.

6. Woodburn Obligations.

6.1. Administrative Support. Woodburn shall serve as the Administrative Support Agent for the Collaborative and shall undertake the following responsibilities on behalf of the Collaborative: (i) providing public meeting notices; (ii) maintaining meeting minutes and public records; (iii) receiving funds and making payments; (iv) assisting the Collaborative in complying with applicable public contracting requirements; (v) maintaining financial records; (vi) preparing budget reports; (vii) providing related clerical support; (viii) providing space and supervision of any Woodburn employees assigned to work with the Collaborative; and (ix) other administrative support functions as explicitly agreed to by Woodburn and the Collaborative.

6.2. Financial/Fiscal Support. Woodburn is designated as the fiscal and financial administrator of the Collaborative and shall maintain and account for the collection and expenditure of funds in relation to agreed-upon Collaborative activities and events. Initially, the Collaborative agrees that it will work only with project- and sponsorship-specific financial arrangements. If at such time the Collaborative determines that a budget for the Collaborative is necessary and appropriate, such budget shall be prepared in accordance with the applicable public budgeting laws of the State of Oregon.

6.3. Personnel. Woodburn shall, at its sole discretion, select and assign suitable personnel that will provide administrative and financial support services under this IGA. As the employer of such personnel, Woodburn reserves the right to prioritize the workload of its personnel and manage the means by which its personnel carry out assignments and duties.

7. Bylaws. The Collaborative shall adopt Bylaws consistent with this IGA necessary to conduct its business and related activities.

8. Limitation of Powers. The Collaborative shall not have the power to bind or encumber any Participant in any manner except as the Participant agrees through both the policy and administrative authority that they grant to the Collaborative or their representative Board Member.

9. Evolution of Governance Structure. The Participants recognize and agree that nothing herein is intended to establish or create a separate legal or administrative entity under the procedure set out under ORS Chapter 190. However, the Participants also acknowledge that the governance structure and the roles of non-profit and local business partners are expected to evolve over time as the needs of the organization change from the present concept stage to the future more detailed operational stages of the Collaborative. As the governance structures evolve, the Participants agree that they will work collectively to form either a suitable intergovernmental entity or nonprofit organization that will best support and advance the Collaborative's overall priorities and functions.

10. Liability & Disputes.

10.1. Each Participant assumes all risks arising out of their participation in the Collaborative, and no Participant shall be liable to another for such risks, except to the extent caused by a Participant's gross negligence or willful misconduct.

10.2. Each Participant shall hold harmless and indemnify the other Participants, and their agents and employees, against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of the indemnifying Participant's work and actions under this IGA within the maximum liability limits set forth under the Oregon Tort Claims Act and Oregon Constitution.

11. Insurance.

11.1 All Participants that employ subject workers who work under this IGA in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126.

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

12. Termination & Remedies. This IGA shall be perpetual and remain in effect and only terminate when all Participants mutually agree in writing to terminate the IGA.

Any Participant may withdraw from the Collaborative upon giving thirty (30)-days' advanced written notice to the other Participants to this IGA.

Upon Termination of the IGA, Woodburn shall return any unexpended funds collected and held from Participants for Collaborative activities or operations in proportion to or directly attributable to a Participant's contribution to the Collaborative.

Upon termination of this IGA or the withdrawal of a Participant from the Collaborative, any outstanding indebtedness, liabilities, or continuing contractual obligations shall remain owed and collected as otherwise previously agreed by Collaborative Participants, or divided proportionately among the Participants.

13. General Provisions.

13.1 Legal Relationship. The Participants intend the legal relationship between the Participants to be at all times and for all purposes under this IGA that of independent contracting agencies. No representative, agent, employee, or contractor of one Participant shall be deemed to be an employee, agent or contractor of any other Participant for any purpose.

13.2 Compliance with Applicable Laws. The Participants agree that each shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this IGA.

13.3 Nondiscrimination. The Participants agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, regulations in the performance of this IGA.

13.4 Notice. Any Notice provided for or concerning this IGA must be in writing and will be deemed sufficiently given when personally delivered or mailed by Certified mail, to the respective address of each Participant.

13.5 No Third-Party Beneficiaries. No provision of this IGA is intended or will be construed to confer upon or give to any person or entity other than the signatories to this IGA any rights, remedies or other benefits under or by reason of this IGA.

13.6 Records. Each Participant shall retain all its own records relating to this IGA and projects/activities carried out under this IGA for a period of six years following expiration or termination of this IGA.

13.7 Governing Law. This IGA is governed by and will be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this IGA must be brought in Marion County Circuit Court.

13.8 Severability. The Participants agree that if any term or provision of this IGA 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 Participants shall be construed and enforced as if the IGA did not contain the particular term or provision held to be invalid.

13.9 Merger Clause; Waiver. This IGA constitutes the entire agreement between the Participants on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA. No waiver, consent, modification or change of terms of this IGA shall bind any Participant unless in writing and signed by that Participant. 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 any Participant to enforce any provision of this IGA shall not constitute a waiver by that Participant of that or any other provision.

The Parties execute this IGA effective as of the last date of signature specified below.

CITY OF WOODBURN,
an Oregon municipal corporation

Scott Derickson, City Administrator

Date

CITY OF AURORA,
an Oregon municipal corporation

Date

CITY OF DONALD,
an Oregon municipal corporation

Date

CITY OF GERVAIS,
an Oregon municipal corporation

Date

CITY OF HUBBARD,
an Oregon municipal corporation

Date

CITY OF MT. ANGEL,
an Oregon municipal corporation

Date

CITY OF SCOTTS MILLS,
an Oregon municipal corporation

Date

CITY OF SILVERTON,
an Oregon municipal corporation

Date

CITY OF ST. PAUL,
an Oregon municipal corporation

Date

Marion County,
an Political Subdivision of the State of Oregon

Date

EXHIBIT A

NORTH MARION TOURISM COLLABORATIVE
2023-2026 Strategic Plan

EXHIBIT B

COLLABORATIVE'S INITIAL BOARD MEMBERS & POSITIONS

Full Name	Title	Organization	Position
Maricela Guerrero	Economic Development and Tourism Project Manager	City of Woodburn	Chair
Shawn Waite	Hubbard City Administrator	City of Hubbard	Programs
Lari Rupp	Economic Development Specialist	Marion County	Ex Officio
Emily Iverson	Farm Manager/Agritourism Chair	Wooden Shoe Tulip Farms	Marketing/Ag
Carissa Clarke	Direct of Marketing and Business Development	Woodburn Premium Outlets	Marketing
Sam Kaluf	Marketing Manager	Bauman's Farm and Garden	Vice-Chair
Colby Kemp	Director of Administration	City of Mt. Angel	Treasurer
Jamie Johnk	Director of Economic Development	City of Woodburn	Ex Officio
Stacy Palmer	Executive Director of Silverton Chamber	Silverton Chamber	Programs
John Zorbist	Executive Director of Woodburn Area Chamber	Woodburn Area Chamber	Secretary



City Council Memo

To: City Council

From: Shawn Waite, City Administrator

Date: May 1, 2024

RE: SB1530 - \$1.1M Allocated for Wastewater and Water Projects

1. Issue before Council:

Should the City Council accept the \$1.1M allocated in SB1530 for wastewater and water system improvement projects and authorize the City Administrator to execute the contract?

2. Executive Summary:

The City of Hubbard was allocated \$1.1M in SB1530 during the 2024 Regular Legislative Session. The funds are to be used for upgrades to a wastewater lift station, water system improvements, and wastewater system improvements.

The funds must be spent by June 30, 2025, which has put this project on a fast track to meet the deadline. Business Oregon will be managing the funds through a reimbursement process and requires a contract to be signed by June 1, 2024 accepting the funds.

3. Background:

During the 2024 Regular Legislative Session several bills were passed associated with housing and housing infrastructure. The City of Hubbard received \$1.1M in SB1530 for wastewater and water system improvements.

On Friday, May 3, 2024 Business Oregon and the League of Oregon Cities hosted a meeting to discuss the process of allocating the funds. Staff was informed that Business Oregon will be issuing contracts to all cities that received funding in the bill and that the contracts need to be executed by June 1, 2024. To date, staff has not received the contract, but anticipates receiving it within the next couple of weeks.

Additionally, staff was informed at the meeting that the funds must be spent no later than June 30, 2025. This means that staff is going to have to fast track work on this project to ensure completion within the allotted timeframe.

Staff is requesting that the City Council authorize the City Administrator to execute the contract and report back to the City Council during the June City Council meeting regarding the terms and reimbursement process and project timeline.

4. Options:

- A. Accept the \$1.1M allocated in SB1530 for the wastewater projects and authorize the City Administrator to execute the contract.
- B. Accept the \$1.1M allocated in SB1530 for the wastewater and water projects and direct staff to present the contract to the City Council during a Special City Council meeting.
- C. Direct staff to pursue another option.

5. Recommendation:

- A. Accept the \$1.1M allocated in SB1530 for the wastewater projects and authorize the City Administrator to execute the contract.

6. Attachment(s):

- A. SB 1530

Enrolled
Senate Bill 1530

Printed pursuant to Senate Interim Rule 213.28 by order of the President of the Senate in conformance with pre-session filing rules, indicating neither advocacy nor opposition on the part of the President (at the request of Senate Interim Committee on Housing and Development)

CHAPTER

AN ACT

Relating to state financial administration; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SECTION 1. In addition to and not in lieu of any other appropriation, there is appropriated to the Housing and Community Services Department, for the biennium ending June 30, 2025, out of the General Fund, the following amounts:

(1) \$65,000,000 for the operations, services and administration of emergency shelters, Project Turnkey sites and navigation centers.

(2) \$34,000,000 for homelessness prevention services, including those delivered through the Oregon Eviction Diversion and Prevention and Eviction Prevention Rapid Response Programs, as well as services administered by culturally responsive organizations, as defined in ORS 456.005.

(3) \$7,000,000 for distribution to Urban League of Portland for homelessness prevention services.

(4) \$5,000,000 to provide matching funds for deposits into individual development accounts under ORS 458.675 to 458.700.

(5) \$1,000,000 for distribution to Seeding Justice for tenant education and to provide support for residents whose housing may be withdrawn from publicly supported housing or is within a manufactured dwelling park being sold or closed.

SECTION 2. In addition to and not in lieu of any other appropriation, there is appropriated to the Oregon Department of Administrative Services, for the biennium ending June 30, 2025, out of the General Fund, the following amounts:

(1) \$1,000,000 for distribution to Community Warehouse to support donation of reused household goods and furnishings to low-income residents across this state.

(2) \$25,000,000 for distribution to Albina Vision Trust for the purchase and redevelopment of property on North Dixon Street in Portland for development of affordable housing.

(3) \$1,250,000 for distribution to Center for African Immigrants and Refugees Organization for the purchase of property on Southeast Stark Street for development of affordable housing.

(4) \$3,000,000 for distribution to Center for Intercultural Organizing (DBA Unite Oregon) for the purchase of property on East Burnside Street in Portland for development of affordable housing.

SECTION 3. In addition to and not in lieu of any other appropriation, there is appropriated to the Oregon Health Authority, for the biennium ending June 30, 2025, out of the General Fund, the following amounts:

- (1) \$15,000,000 for deposit into the Healthy Homes Repair Fund under ORS 431A.402.
- (2) \$3,500,000 to provide air conditioners and air filters under ORS 431A.430.

SECTION 4. In addition to and not in lieu of any other appropriation, there is appropriated to the State Department of Energy, for the biennium ending June 30, 2025, out of the General Fund, the amount of \$4,000,000 for deposit into the Residential Heat Pump Fund under section 21, chapter 86, Oregon Laws 2022.

SECTION 5. In addition to and not in lieu of any other appropriation, there is appropriated to the Department of Human Services, for the biennium ending June 30, 2025, out of the General Fund, the amount of \$2,000,000, to provide support for warming or cooling emergency shelters or facilities as described in ORS 431A.410.

SECTION 6. Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 2 (5), chapter 591, Oregon Laws 2023, for the biennium ending June 30, 2025, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts, tobacco tax receipts, marijuana tax receipts, beer and wine tax receipts, provider taxes and Medicare receipts, but excluding lottery funds and federal funds not described in section 2, chapter 591, Oregon Laws 2023, collected or received by the Oregon Health Authority, for public health, is increased by \$15,000,000, for expenditure of moneys deposited in the Healthy Homes Repair Fund under ORS 431A.402.

SECTION 7. Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 2, chapter 451, Oregon Laws 2023, for the biennium ending June 30, 2025, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts, but excluding lottery funds and federal funds, collected or received by the State Department of Energy, is increased by \$4,000,000, for residential heat pump program expenditures.

SECTION 8. In addition to and not in lieu of any other appropriation, there is appropriated to the Oregon Health Authority, for the biennium ending June 30, 2025, out of the General Fund, the following amounts, for distribution as grants to the following entities, for the following purposes:

- (1) \$700,000 to 4D Recovery, Inc. for young adult recovery housing development.
- (2) \$700,000 to 4D Recovery, Inc. for LGBTQ+ recovery housing development.
- (3) \$250,000 to Bay Area First Step, Inc. for Ko-Kwell House operational support.
- (4) \$180,000 to Bay Area First Step, Inc. for Koosbay House recovery housing conversion.
- (5) \$220,000 to Bay Area First Step, Inc. for Sheridan House operational support.
- (6) \$260,000 to Bay Area First Step, Inc. for Bayview House operational support.
- (7) \$1,555,275 to Bridges to Change, Inc. for Clackamas County scattered housing, down payment and operational support.
- (8) \$1,555,274 to Bridges to Change, Inc. for Multnomah County scattered housing, down payment and operational support.
- (9) \$600,000 to Bridges to Change, Inc. for Wasco County scattered housing, down payment and operational support.
- (10) \$1,555,274 to Bridges to Change, Inc. for Washington County scattered housing, down payment and operational support.
- (11) \$850,000 to Free on the Outside, Inc. for Deschutes County re-entry men's home purchase.
- (12) \$750,000 to Free on the Outside, Inc. for Washington County justice-involved men's home purchase.
- (13) \$720,000 to Free on the Outside, Inc. for Clackamas County reentry men's home purchase.

- (14) \$750,000 to Iron Tribe Network for Multnomah County self-pay home purchase.
- (15) \$750,000 to Iron Tribe Network for Columbia County self-pay home purchase.
- (16) \$260,000 to Iron Tribe Network for Clackamas County subsidy/peer option operational cost subsidy.
- (17) \$650,000 to Iron Tribe Network for Marion County self-pay home purchase.
- (18) \$500,000 to Juntos NW, Inc. for transitional housing program.
- (19) \$211,000 to The Lasko Refuge, LLC for Lasko Refuge housing expansion.
- (20) \$500,000 to Miracles Club MLK Limited Partnership for purchase of sober housing.
- (21) \$500,000 to Miracles Club MLK Limited Partnership for purchase of stabilization housing.
- (22) \$700,000 to Painted Horse Recovery, Inc. for recovery housing purchase.
- (23) \$915,177 to Transcending Hope for next steps rapid rehousing expansion.
- (24) \$1,020,000 to Transcending Hope for Familias Transcendiendo down payment and operational support.
- (25) \$350,000 to Transcending Hope for Above and Beyond down payment and operational support for recovery housing.
- (26) \$900,000 to Tillamook Family Counseling Center, Inc. for Tillamook transitional recovery housing purchase.
- (27) \$98,000 to West Coast Sober Housing, Inc. for women's housing operational costs support.

SECTION 9. In addition to and not in lieu of any other appropriation, there is appropriated to the Oregon Business Development Department, for the biennium ending June 30, 2025, out of the General Fund, the following amounts for distribution to the following entities for the following infrastructure projects to support the development of housing:

- (1) \$2,100,000 to the City of Albany for extension of water and sewer infrastructure.
- (2) \$3,000,000 to the City of Beaverton for the Kemmer Booster Pump Station to provide drinking water supply to new neighborhoods in Cooper Mountain Community Plan Area.
- (3) \$1,500,000 to the City of Butte Falls for wastewater treatment plant and lift station upgrades.
- (4) \$1,186,000 to the City of Chiloquin for water, sewer and stormwater improvements for Street/King Kong Housing Development and Valley Street/Mountain Street.
- (5) \$3,000,000 to the City of Cottage Grove to install water, sewer and stormwater infrastructure for a 35-acre parcel the city owns for housing development.
- (6) \$1,000,000 to the City of Creswell for wastewater treatment facility upgrades and connections to a regional treatment facility.
- (7) \$1,300,000 to the City of Culver for mainline sewer reroute to provide sewer to residential development.
- (8) \$1,000,000 to the City of Dallas for sewer and stormwater infrastructure upgrades for La Creole Node master plan.
- (9) \$6,000,000 to the City of Eugene for water and sewer infrastructure improvements along Crow Road.
- (10) \$1,900,000 to the City of Florence for water, sewer and wastewater infrastructure for four blocks of city-owned property to be developed.
- (11) \$1,000,000 to the City of Gold Hill for replacement of water distribution main line and improvements and upgrades to water treatment facilities.
- (12) \$3,000,000 to the City of Gresham for water, sewer and stormwater improvements for the redevelopment of former Kmart property in Civic Neighborhood at NW Eastman Parkway and NW Burnside Road.
- (13) \$2,438,595 to the City of Hood River for water, sewer and stormwater site improvements for 7.1 acres of city-owned land for housing development.
- (14) \$1,100,000 to the City of Hubbard for upgrades to a wastewater lift station, water system improvements and wastewater system improvements.

- (15) \$500,000 to the City of Independence for sewer infrastructure for Polk Community Development Corporation on Gun Club Road.
- (16) \$1,705,000 to the City of Irrigon for water and sewer infrastructure for the Tumbleweed development and the Molly development.
- (17) \$100,000 to the City of Klamath Falls for a new sewer lift station for housing development.
- (18) \$250,000 to the Klamath Housing Authority for a new sewer lift station for housing development.
- (19) \$1,753,185 to the City of Lake Oswego for water, sewer and stormwater infrastructure improvements for Habitat for Humanity development.
- (20) \$3,000,000 to the City of Lincoln City for a booster pump station for Spring Lake housing development.
- (21) \$1,425,000 to the City of Madras for stormwater infrastructure for The Heights at Yarrow Apartments and Belmont Lane Apartments.
- (22) \$2,709,000 to the City of Manzanita for water and stormwater infrastructure for residential housing development.
- (23) \$195,094 to the City of McMinnville for water, stormwater and sewer infrastructure gap funding for housing development.
- (24) \$945,000 to the City of Medford to construct a regional stormwater facility to serve the New Spirit development.
- (25) \$1,200,000 to the City of Monmouth for water, sewer and stormwater improvements for Riddle Road development.
- (26) \$900,000 to the City of North Bend for stormwater and sewer collection system upgrades for Gloria Dei site development and water, sewer and stormwater infrastructure improvements for Maple Leaf development.
- (27) \$3,000,000 to the Oak Lodge Water Services Authority for wastewater treatment facility upgrades.
- (28) \$1,650,000 to the City of Phoenix for water, sewer and stormwater infrastructure improvements to extend water line to service developable property.
- (29) \$2,000,000 to the City of Prineville for water, sewer and stormwater infrastructure for multifamily development.
- (30) \$2,500,000 to the City of Redmond for water, sewer and stormwater infrastructure for Northpoint Vista development.
- (31) \$1,500,000 to the City of Shady Cove for development of the city drinking water system.
- (32) \$3,000,000 to the City of Siletz for wastewater treatment plant upgrades.
- (33) \$3,000,000 to the City of Springfield for sewer infrastructure improvements for Glenwood Riverfront area development.
- (34) \$3,000,000 to the City of Stayton for sewer infrastructure improvements along Ida Street and Marion from Evergreen to 4th.
- (35) \$2,865,000 to the City of Sutherlin for water, sewer and stormwater infrastructure improvements for Oak Terrace Village housing development.
- (36) \$300,000 to the City of Talent for water and sewer system development charges for infrastructure and water, sewer and stormwater infrastructure improvements for housing development.
- (37) \$274,057 to the City of Tillamook for improvements for Jones-Knudson Apartments.
- (38) \$1,566,000 to the City of Tigard for sewer and stormwater infrastructure improvements for housing development.
- (39) \$3,000,000 to the Tualatin Valley Water District for upgrades to the pump station on SW 189th Avenue in Beaverton.
- (40) \$6,000,000 to Prosper Portland for the extension of NW Johnson Street and associated water and sewer utilities to support the construction of new affordable housing units.

(41) \$6,000,000 to Prosper Portland for the construction of a new SW Water Avenue and associated water and sewer utilities to support new affordable housing units as a part of the OMSI District Master Plan.

(42) \$4,000,000 to the Warm Springs Housing Authority for interior and exterior rehabilitation of two-, three- and four-bedroom houses used as rental units on the Warm Springs Reservation.

(43) \$635,000 to the Linn-Benton Housing Authority for infrastructure and site utility costs for the Valor Place Apartments in Albany.

(44) \$300,000 to the City of Salem for an affordable veterans housing development in West Salem.

SECTION 10. In addition to and not in lieu of any other appropriation, there is appropriated to the Oregon Business Development Department, for the biennium ending June 30, 2025, out of the General Fund, the amount of \$575,496 for administration of infrastructure projects established under section 9 of this 2024 Act.

SECTION 11. In addition to and not in lieu of any other appropriation, there is appropriated to the Department of Transportation, for the biennium ending June 30, 2025, out of the General Fund, the amount of \$4,000,000, for distribution to the City of Pendleton for construction of an arterial road needed to open land for housing development.

SECTION 12. In addition to and not in lieu of any other appropriation, there is appropriated to the Water Resources Department, for the biennium ending June 30, 2025, out of the General Fund, the amount of \$1,500,000, for deposit in the Water Supply Development Account established in ORS 541.656, to issue a grant to the City of Riddle for a new water storage reservoir to support Habitat for Humanity homes.

SECTION 13. Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 3 (4), chapter 460, Oregon Laws 2023, for the biennium ending June 30, 2025, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts and including federal funds received under cooperative agreements with or contracts from the Bureau of Reclamation of the United States Department of the Interior, the United States Army Corps of Engineers, the United States Geological Survey, the Bonneville Power Administration and the National Fish and Wildlife Foundation, but excluding lottery funds and federal funds not described in section 3, chapter 460, Oregon Laws 2023, collected or received by the Water Resources Department, for technical services, is increased by \$1,500,000, for paying costs from the Water Supply Development Account established in ORS 541.656 for the City of Riddle for a new water storage reservoir to support Habitat for Humanity homes.

SECTION 14. This 2024 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2024 Act takes effect on its passage.

Passed by Senate February 23, 2024

.....
Obadiah Rutledge, Secretary of Senate

.....
Rob Wagner, President of Senate

Passed by House March 4, 2024

.....
Dan Rayfield, Speaker of House

Received by Governor:

.....M....., 2024

Approved:

.....M....., 2024

.....
Tina Kotek, Governor

Filed in Office of Secretary of State:

.....M....., 2024

.....
LaVonne Griffin-Valade, Secretary of State



City Council Memo

To: City Council
From: Shawn Waite, City Administrator
Date: May 1, 2024
RE: Community Prosperity Initiative Funding

1. Issue before Council:

Should the City Council accept the Marion County Community Prosperity Initiative grant and, if accepted, direct staff on how to allocate the funds, and authorize the City Administrator to complete the pre-project forms?

2. Executive Summary:

Marion County notified staff that the grant program was going to be continued and provided two options to receive the funds; one lump sum payment of \$60,000 or \$20,000 per year for the next three years.

Staff has identified three project options to apply the funds to if the grant is accepted, which include hiring a consultant to assist with economic development, dedicate a portion to the comprehensive plan, or saving it for sidewalk construction projects.

3. Background:

The City of Hubbard and Marion County entered into an Intergovernmental Agreement (IGA) three years ago for the Community Prosperity Initiative grant program, in which the city was allocated \$15,000 per year. The funds from that award have been set aside to fund the elements for the comprehensive plan. Currently, \$31,000 has been committed to a contractor for the EOA.

Marion County has changed the allocation process and is allowing for two options to receive the funds. The city may request a one-time lump sum of \$60,000 to be allocated next fiscal year, or the city may request \$20,000 per year for three years.

Staff has identified three funding options that support the goals and priorities of the City Council. First, use a portion of the funds to contract with a consultant to work on economic development to promote 3rd Street revitalization, work with developers to bring commercial/retail businesses into the city, and facilitate an Economic Development Committee. The consultant is estimated to cost \$40,000 and use the remaining \$20,000 allocation for the completing the final elements of the comprehensive plan.

Another project idea would be to set aside the funds for sidewalk construction projects. The City Council may direct staff to prioritize a specific area to put in sidewalks and the \$60,000 will be set aside until enough funding is saved to complete the project.

Additionally, once the amendment has been drafted, staff will seek the City Council approval to accept the funds and authorized the Mayor to execute the amendment.

4. Options:

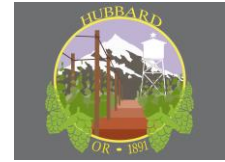
- A. Accept t the Marion County Community Prosperity Initiative grant and direct staff to allocate funds to hire a consultant to assist with economic development activities and to the comprehensive plan, and authorize the City Administrator to complete the pre-project forms requesting a lump sum allocation of \$60,000.
- B. Accept the Marion County Community Prosperity Initiative grant and direct staff to allocate funds to sidewalk construction projects and authorize the City Administrator to complete the pre-project forms requesting a lump sum allocation of \$60,000.
- C. Accept the Marion County Community Prosperity and request the funds be allocated annually in the amount of \$20,000 and direct staff how to allocated the funds and authorize the City Administrator to complete the pre-project forms.
- D. Direct staff to pursue another option.

5. Recommendation:

- A. Accept t the Marion County Community Prosperity Initiative grant and direct staff to allocate funds to hire a consultant to assist with economic development activities and to the comprehensive plan, and authorize the City Administrator to complete the pre-project forms requesting a lump sum allocation of \$60,000.

6. Attachment(s):

N/A



City Administrator Monthly Report

To: City Council

From: Shawn Waite, City Administrator

Date: May 2, 2024

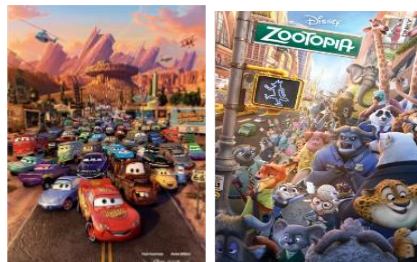
RE: Report for the May 11, 2024 City Council Meeting

Financial/Procurement/Grants

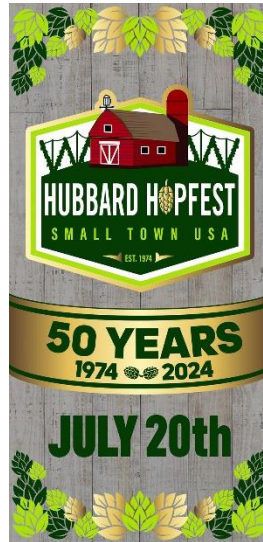
- The year-to-date Burn Rate report is attached to the packet.
- Attached please find an issues tracker. The purpose of this tracker is for City Council to monitor progress on issues and/or staff assignments.
- Staff continues to work on the Safe Streets grant opportunity for improvements to bus stops. Staff attended a meeting with ODOT two weeks ago to discuss the project and funding requirements. Staff will continue to work through the process and if the grant funds are awarded staff will request approval from City Council to accept the grant funds.
- Attached please find the PowerPoint presentation that was used in training the new Budget Committee members.

Community Engagement Activities

- Marion County Commissioners are in the process of drafting a letter in response to the Metropolitan Planning Organization's (MPO) request for the desired role or level of participation on the MPO Board. The letter is requesting that the City of Hubbard be appointed to the MPO Board, however, Marion County staff has stated that they do not believe that the city will get an appointment. Staff has requested, at a minimum, Marion County seek representation.
- Two family friendly movies will be shown in Barendse Park this summer free of charge. Cars will play June 21, 2024 at 9:30 PM and Zootopia will play August 23, 2024 at 9:00 PM. Staff has reached out to food and beverage vendors/businesses to see if they are interested in participating in the event. Staff is in the process of finalizing the event details.



- Banners will be hung on the poles that we hang the city's holiday decorations on 3rd Street. The banners are in honor of the 50th Anniversary of the Hop Festival (see image below). Grant funds were used to purchase the banners.



- Staff will be scheduling a town hall for the end of May or beginning of June to discuss the new Public Safety fee, utility billing changes, policing services.
- A city clean-up day has been scheduled for May 17th through May 19th. Three dumpsters will be placed in Barendse Park on the 17th. Staff is working on coordinating volunteers to assist community members that need help. Staff would like to thank Republic Services for their partnership with this event.

City of Hubbard Issue Tracker

Request Date	Date to Follow Up	Targeted Completion Date	Staff Assigned	Item	Comments/Notes
3/25/2024	6/11/2024	6/15/2024	Shawn	Supplemental 4	Present at June Council meeting
	5/14/2024	Ongoing	Shawn	METRO	Seek additional support from Marion County Commissioners for seat at the table of the Metro Planning Organization
4/9/2024	5/14/2024	5/24/2024	Mike	Splash Fountain	Target date to be operational by mid-May per Superintendent Krebs.
1/16/2024	5/14/2024	7/1/2024	Shawn/Don	IGA with Donald	Police Services
3/6/2024	5/7/2024	6/1/2024	Shawn/Mike	Banners on 3rd Street	Banners should be delivered May 7th.
2/13/2024	5/14/2024	06/21/2024 and 08/23/2024	Shawn/PW Staff	Movies in the park	Movies have been ordered, projector/screen purchased and we already have sound system. Test run will be in mid-May. Vendors are being contacted for food/beverage.
3/6/2024	6/1/2024	TBD by Mayor	Shawn	Tour of historic homes	Figure out the walking tour details and advertising.
				Updated	5/7/2024

Budget Training



2024-2025 Fiscal Year



Thank you!!!



- What is the role of the Budget Committee
 - Bring together multiple voices on important program and spending issues
 - To give the public an opportunity to participate in the budgeting process
 - Propose budget cuts, spending increases, and cost-saving measures
 - Identify potential problems within the proposed budget and discuss potential issues that affect the budget
 - Decide whether or not to reallocate funds from a different department

Media/Public Outreach Comments

- ▶ Committee Chair appointed representative for Committee (or Vice-Chair if Chair is unavailable)
- ▶ May only state the following:
 - ▶ The official position of the committee as approved by the majority, and/or
 - ▶ Overview/history of what has been discussed/reviewed
 - ▶ Personal opinions cannot be shared without a disclaimer
 - ▶ Individual committee members (other than Chairperson) may not represent the committee before any other committee, outside agency, media, or the general public - unless authorized by the majority of the Committee in a committee meeting

Public Comment/Media



- ▶ You have the right to testify/state your opinion as a community member at meetings/to the media when discussing the city budget and/or the process
- ▶ Need to specify the following:
 - ▶ That you are a member of the Budget Committee, but that you are speaking as a private individual
 - ▶ Do so at the beginning of your comments
 - ▶ Tell the Chair or Budget Officer in advance
 - ▶ You may want to consider how your role as a Budget Committee member will be perceived



Budget Development Process

Proposed Budget

- ▶ Inflation added for Materials and Services
- ▶ Negotiated items from union negotiations
- ▶ Step increases
- ▶ Revenue adjustments
- ▶ Reductions
- ▶ Program changes

Approved Budget

- ▶ City Administrator and Staff present proposed budget
- ▶ Budget Committee - discussion, questions, decisions
- ▶ There may be a second meeting
- ▶ Budget Committee approves budget and recommends it be sent to City Council

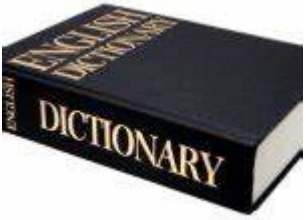
Adopted Budget

- ▶ City Administrator and Staff present the approved budget
- ▶ A public hearing is held
- ▶ City Council considers/discusses recommendation(s)
- ▶ Identify any adjustments
- ▶ City Council adopts the budget by June 30, 2024

Fund Types

- ▶ General
- ▶ Street
- ▶ Street Construction
- ▶ Reserve
- ▶ Park Improvement
- ▶ Sewer
- ▶ Sewer Construction
- ▶ Sewer Bond
- ▶ Water
- ▶ Water Construction
- ▶ Water Bond





Terminology

- ▶ State Shared Revenue – Property Tax Revenue and other state resources
- ▶ Contingency – Available funds for unanticipated expenditures
- ▶ Beginning Fund Balance
- ▶ COLA – Cost of Living Adjustment
- ▶ Structurally Balanced – resources balance with expenditures
- ▶ Grants – Federal, State, County
- ▶ ARPA – American Rescue Plan Act
- ▶ Interfund Transfers – transfer between funds
- ▶ FTE – Full Time Equivalent position

1st Budget Committee meeting is May 15, 2024 at City Hall

- ▶ Ask questions as we go through the process
- ▶ Do you have any questions that we may answer now?





City Council Memo

To: City Council

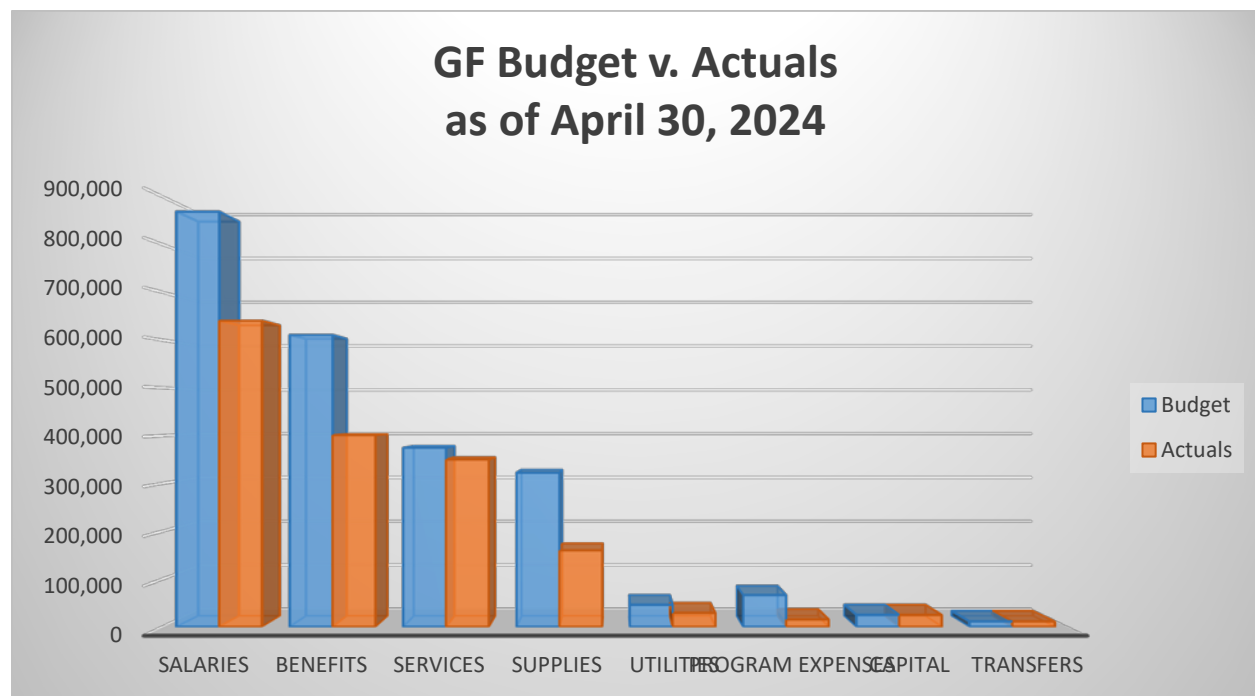
From: Shawn Waite, City Administrator

Date: May 1, 2024

RE: April 2024 Burn Rate Report – Financial Update

Please find attached the Burn Rate Report reflecting the budget to actuals through April 2024. The city is 83% through the fiscal year with two months remaining. The General Fund is projected to end between \$72,000 and \$108,000 under budget, which means that the city will not be using General Fund Beginning Fund Balance to cover expenditures.

At the beginning of the fiscal year, projections indicated that the Beginning Fund Balance would need to cover approximately \$232,000 of operating expenditures in the General Fund. However, revenues received for building permits, SDC Improvements, and interest earnings were significantly higher than anticipated and personnel costs were lower. The primary cause for the expenditure savings was related to approximately \$150,000 from the two vacant officer positions within the Police Department.



Burn Rate Report

Fund	Budgeted	Revenue	July - April Actuals	Burn Rate 83%
General		1,952,233	1,983,263	101.59%
Street		287,005	240,172	83.68%
Street Construction		837,197	840,045	100.34%
Reserve		172,393	174,976	101.50%
Park Improvement		523,068	522,972	99.98%
Sewer Utility		528,600	457,434	86.54%
Sewer Construction		2,226,196	2,237,323	100.50%
Sewer Bond		106,531	106,531	100.00%
Water Utility		566,500	478,670	84.50%
Water Construction		3,142,423	1,386,054	44.11%
ARPA		1,710,497	798,515	46.68%

Fund	Budgeted Expenditure	July - April Actuals	Burn Rate 83%
General	2,267,978	1,641,329	72.37%
Street	355,528	285,587	80.33%
Street Construction	552,500	450,647	81.57%
Reserve	172,393	13,757	7.98%
Park Improvement	244,869	500	0.20%
Sewer Utility	623,138	537,430	86.25%
Sewer Construction	344,802	25,763	7.47%
Sewer Bond	106,531	106,531	100.00%
Water Utility	606,247	412,008	67.96%
Water Construction	3,142,423	49,478	1.57%
ARPA	1,710,497	185,091	10.82%

General Fund: July 1, 2023 through April 30, 2024			Burn Rate
Category	Budget	Actuals	83%
Salaries	868,700	640,478	73.73%
Benefits	610,560	400,943	65.67%
Services	374,540	349,954	93.44%
Supplies	322,243	160,020	49.66%
Utilities	46,135	28,969	62.79%
Program Expenses	66,413	15,473	23.30%
Capital	25,000	24,898	99.59%
Transfers	11,400	11,400	100.00%

CITY OF HUBBARD
COMBINED CASH INVESTMENT
APRIL 30, 2024

COMBINED CASH ACCOUNTS

999-000-1005	CASH - UMPQUA BANK	55,550.66
999-000-1010	CASH - XPRESS DEPOSIT ACCOUNT	18,468.71
999-000-1011	LGIP	8,618,494.32
999-000-1012	CASH CLEARING - UTILITIES	(3,307.98)
999-000-1014	CASH CLEARING - COURT	(26.00)
TOTAL COMBINED CASH		8,689,179.71
999-000-1001	CASH ALLOCATED TO OTHER FUNDS	(8,689,179.71)
TOTAL UNALLOCATED CASH		.00

CASH ALLOCATION RECONCILIATION

100	ALLOCATION TO GENERAL FUND	2,287,820.46
121	ALLOCATION TO STREET FUND	156,432.90
122	ALLOCATION TO STREET CONSTRUCTION FUND	389,399.12
123	ALLOCATION TO RESERVE FUND	160,641.06
125	ALLOCATION TO PARK IMPROVEMENT FUND	522,472.52
201	ALLOCATION TO SEWER UTILITY FUND	66,928.07
202	ALLOCATION TO SEWER CONSTRUCTION FUND	2,211,560.36
203	ALLOCATION TO SEWER BOND FUND	219,477.38
205	ALLOCATION TO WATER UTILITY FUND	724,448.16
206	ALLOCATION TO WATER CONSTRUCTION FUND	1,336,576.02
300	ALLOCATION TO FUND 300	613,423.66
TOTAL ALLOCATIONS TO OTHER FUNDS		8,689,179.71
ALLOCATION FROM 999-000-1001		(8,689,179.71)
ZERO PROOF IF ALLOCATIONS BALANCE		.00

CITY OF HUBBARD
BALANCE SHEET
APRIL 30, 2024

GENERAL FUND

ASSETS

100-000-1001	CASH IN COMBINED CASH FUND	2,287,820.46	
100-000-1012	PETTY CASH	50.00	
100-000-1013	CASH ON HAND	200.00	
100-000-1113	ACCOUNTS RECEIVABLE	(265.00)	
TOTAL ASSETS			2,287,805.46

LIABILITIES AND EQUITY

LIABILITIES

100-000-2001	A/P LIABILITY	(116.84)	
100-000-2010	CASH RECEIPT CLEARING	(344.14)	
100-000-2021	FEDERAL TAX WITHHOLDING	.01	
100-000-2022	STATE TAX WITHHOLDING	100.59	
100-000-2023	RETIREMENT	119.89	
100-000-2026	UNION DUES	30.00	
100-000-2028	WORKERS COMP	(319.80)	
100-000-2032	SCHOOL EXISE TAX	512.64	
100-000-2276	STATE ASSESSMENT	(899.05)	
100-000-2277	DEPOSITS - UNITARY	(231.90)	
100-000-2278	DEPOSITS - LEMLA	(8.92)	
100-000-2279	DEPOSITS - OJD	(16.79)	
100-000-2280	DEPOSITS - MARION	(201.58)	
100-000-2281	DEPOSITS - LAND USE	30,595.43	
TOTAL LIABILITIES			29,219.54

FUND EQUITY

100-000-2520	BEG FUND BALANCE	3,433,918.32	
100-000-2530	FUND BALANCE	(1,519,703.28)	
UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD		344,370.88	
BALANCE - CURRENT DATE		344,370.88	
TOTAL FUND EQUITY			2,258,585.92
TOTAL LIABILITIES AND EQUITY			2,287,805.46

CITY OF HUBBARD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES AND FRANCHISE FEES</u>					
100-300-3111	PROPERTY TAXES	.00	1,035,610.77	1,065,000.00	29,389.23 97.2
100-300-3112	DELINQ PROP TAXES	.00	11,381.99	30,000.00	18,618.01 37.9
100-300-3180	FF-ALL OTHER	.00	194.36	.00 (	194.36) .0
100-300-3181	FF-PGE	100,435.06	131,300.14	125,000.00 (	6,300.14) 105.0
100-300-3182	FF-QWEST	.00	2,050.27	3,000.00	949.73 68.3
100-300-3183	FF-NW NATURAL	.00	23,146.45	25,000.00	1,853.55 92.6
100-300-3184	FF-WAVE	.00	3,670.11	6,000.00	2,329.89 61.2
100-300-3185	FF-REPUBLIC SERVICES	9,137.23	41,212.36	40,000.00 (	1,212.36) 103.0
100-300-3186	FF-DATAVISION	282.53	1,166.37	1,000.00 (	166.37) 116.6
100-300-3188	FF-COMCAST	.00	5,021.31	16,000.00	10,978.69 31.4
100-300-3301	REVENUE SHARING	.00	20,467.13	20,000.00 (	467.13) 102.3
100-300-3302	CIG TAX	.00	1,803.37	2,500.00	696.63 72.1
100-300-3303	OLCC TAX	3,876.68	54,179.02	67,000.00	12,820.98 80.9
100-300-3305	MARIJUANA TAX - STATE	.00	7,702.02	8,500.00	797.98 90.6
100-300-3306	MARIJUANA TAX - LOCAL	.00	37,603.99	35,000.00 (	2,603.99) 107.4
100-300-3415	GENERAL SERVICE FE	1,789.68	119,459.87	146,400.00	26,940.13 81.6
100-300-3601	MISCELLANEOUS REVENUE	25.00	24,589.07	1,000.00 (	23,589.07) 2458.9
100-300-3611	INTEREST INCOME	.00	68,563.70	35,000.00 (	33,563.70) 195.9
TOTAL TAXES AND FRANCHISE FEES		115,546.18	1,589,122.30	1,626,400.00	37,277.70 97.7
<u>MISC REVENUE</u>					
100-301-3211	BUSINESS REGISTRATION	250.00	5,800.00	5,500.00 (	300.00) 105.5
100-301-3221	FARMERS MARKET REG FEE	.00	287.29	.00 (	287.29) .0
100-301-3401	LIEN SEARCH	315.00	1,995.00	2,200.00	205.00 90.7
100-301-3402	BUSINESS OLCC FEE	.00	210.00	210.00	.00 100.0
TOTAL MISC REVENUE		565.00	8,292.29	7,910.00 (	382.29) 104.8
<u>POLICE REVENUE</u>					
100-302-3341	SEAT BELT GRANT	.00	.00	3,000.00	3,000.00 .0
100-302-3342	OACP GRANT DUII	.00	375.19	3,000.00	2,624.81 12.5
100-302-3346	BVP REIMB GRANT	.00	.00	1,500.00	1,500.00 .0
100-302-3348	SPEED ENFORCEMENT GRANT	1,507.42	1,585.16	2,000.00	414.84 79.3
100-302-3351	PED. ENF. GRANT	.00	.00	2,000.00	2,000.00 .0
100-302-3357	DISTRACTED DRIVING	.00	99.15	2,000.00	1,900.85 5.0
100-302-3401	FINGERPRINTS	.00	670.00	800.00	130.00 83.8
100-302-3402	VEHICLE IMPOUND	.00	1,350.00	5,000.00	3,650.00 27.0
100-302-3403	POLICE REPORTS	60.00	600.00	800.00	200.00 75.0
100-302-3601	MISCELLANEOUS REVENUE	4,415.00	21,994.73	3,000.00 (	18,994.73) 733.2
100-302-3644	PD TRAINING REV	89.00	739.00	1,000.00	261.00 73.9
TOTAL POLICE REVENUE		6,071.42	27,413.23	24,100.00 (	3,313.23) 113.8

CITY OF HUBBARD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MUNICIPAL COURT REVENUE</u>					
100-303-3401	MUNICIPAL COURT	5,339.81	50,455.92	65,000.00	14,544.08	77.6
100-303-3402	MARION COUNTY COURT	2,289.40	8,375.15	7,500.00	875.15	111.7
100-303-3403	STATE COURT FINES	.00	3,200.98	8,000.00	4,799.02	40.0
100-303-3611	COLLECTIONS INTERE	145.04	4,576.17	6,500.00	1,923.83	70.4
	TOTAL MUNICIPAL COURT REVENUE	7,774.25	66,608.22	87,000.00	20,391.78	76.6
	<u>MISCELLANEOUS REVE NE PARKS</u>					
100-304-3601	MISCELLANEOUS REVE NE PARKS	200.00	645.05	500.00	(145.05)	129.0
	TOTAL SOURCE 304	200.00	645.05	500.00	(145.05)	129.0
	<u>COMMUNITY DEV REVENUE</u>					
100-305-3305	SCHOOL EXCISE REVE	21.36	1,288.76	150.00	(1,138.76)	859.2
100-305-3351	COMMUNITY PROSPERITY INITIATIV	.00	15,000.00	15,000.00	.00	100.0
100-305-3401	LAND USE FEES	90.00	8,586.89	5,000.00	(3,586.89)	171.7
100-305-3402	BUILDING PERMITS	47.00	90,133.38	10,000.00	(80,133.38)	901.3
100-305-3403	FORD FOUNDATION	.00	20,000.00	20,000.00	.00	100.0
	TOTAL COMMUNITY DEV REVENUE	158.36	135,009.03	50,150.00	(84,859.03)	269.2
	<u>TRANSFERS IN</u>					
100-391-3910	TRANSFER IN -WATER	.00	25,450.00	25,450.00	.00	100.0
100-391-3912	TRANSFER IN SEWER	.00	26,000.00	26,000.00	.00	100.0
100-391-3914	TRANSFER IN- SDC A	.00	2,750.00	2,750.00	.00	100.0
100-391-3920	TRANS IN - OP OH	.00	101,973.00	101,973.00	.00	100.0
	TOTAL TRANSFERS IN	.00	156,173.00	156,173.00	.00	100.0
	<u>FUND BALANCE</u>					
100-399-9999	BEGINNING FUND BALANCE	.00	.00	1,916,342.00	1,916,342.00	.0
	TOTAL FUND BALANCE	.00	.00	1,916,342.00	1,916,342.00	.0
	TOTAL FUND REVENUE	130,315.21	1,983,263.12	3,868,575.00	1,885,311.88	51.3

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
100-410-1101 DIRECTOR OF ADMIN/RECORDER	3,681.78	36,817.80	44,190.00	7,372.20	83.3
100-410-1105 ADMIN ASSISTANT/COURT CLERK	858.87	8,164.40	37,950.00	29,785.60	21.5
100-410-1120 CITY ADMINISTRATOR	3,380.06	37,027.10	9,270.00 (	27,757.10)	399.4
100-410-1212 OVERTIME	.00	1,051.41	3,060.00	2,008.59	34.4
100-410-4110 EB-MEDICAL & DENTAL	1,066.30	10,665.58	12,560.00	1,894.42	84.9
100-410-4120 EB-INSURANCE (LIFE & DISAB)	13.79	143.44	150.00	6.56	95.6
100-410-4150 EB-EMPLOYER TAXES	605.91	6,457.99	7,230.00	772.01	89.3
100-410-4170 EB-PERS	2,525.67	22,491.67	30,320.00	7,828.33	74.2
100-410-4190 EB-WORKERS COMP	.16	54.30	80.00	25.70	67.9
100-410-5100 PROFESSIONAL SERVICES	8,296.52	39,862.03	53,940.00	14,077.97	73.9
100-410-6100 BUILDING MAINT & SUPPLIES	381.23	3,678.82	3,800.00	121.18	96.8
100-410-6200 RENTALS AND LEASES	53.53	752.23	1,800.00	1,047.77	41.8
100-410-6300 INSURANCE	.00	5,452.88	5,340.00 (	112.88)	102.1
100-410-6400 ADVERTISING & RECRUITMENT	.00	1,002.80	1,000.00 (	2.80)	100.3
100-410-6500 LEARNING, DUES & MEMBERSHIPS	533.46	8,916.21	9,240.00	323.79	96.5
100-410-6600 OFFICE SUPPLIES & MISC EXPENSE	136.81	3,556.97	5,900.00	2,343.03	60.3
100-410-6610 BANK FEES	(.02)	2,320.95	1,950.00 (	370.95)	119.0
100-410-6700 EQUIP MAINT & SUPPLIES	.00	623.27	3,500.00	2,876.73	17.8
100-410-6900 UTILITIES	753.01	6,096.59	6,855.00	758.41	88.9
TOTAL ADMINISTRATION	22,287.08	195,136.44	238,135.00	42,998.56	81.9

COURT

100-412-1101 DIRECTOR OF ADMIN/RECORDER	409.08	4,090.80	4,910.00	819.20	83.3
100-412-1105 ADMIN ASSISTANT/COURT CLERK	2,862.88	27,214.45	30,900.00	3,685.55	88.1
100-412-1120 CITY ADMINISTRATOR	204.86	3,892.25	2,300.00 (	1,592.25)	169.2
100-412-1212 OVERTIME	.00	116.84	340.00	223.16	34.4
100-412-4110 EB-MEDICAL & DENTAL	427.52	4,314.70	5,040.00	725.30	85.6
100-412-4120 EB-INSURANCE (LIFE & DISAB)	5.22	55.22	50.00 (	5.22)	110.4
100-412-4150 EB-EMPLOYER TAXES	265.99	2,701.67	2,940.00	238.33	91.9
100-412-4170 EB-PERS	1,035.50	10,520.94	11,500.00	979.06	91.5
100-412-4190 EB-WORKERS COMP	.52	19.11	30.00	10.89	63.7
100-412-5100 PROFESSIONAL SERVICES	1,047.61	5,738.97	11,600.00	5,861.03	49.5
100-412-6100 BUILDING MAINT & SUPPLIES	40.49	397.26	570.00	172.74	69.7
100-412-6200 RENTALS AND LEASES	12.24	141.82	400.00	258.18	35.5
100-412-6300 INSURANCE	.00	8,087.76	1,191.00 (	6,896.76)	679.1
100-412-6400 ADVERTISING & RECRUITMENT	.00	.00	100.00	100.00	.0
100-412-6500 LEARNING, DUES & MEMBERSHIPS	7.17	7.17	2,070.00	2,062.83	.4
100-412-6600 OFFICE SUPPLIES & MISC EXPENSE	23.45	1,046.65	1,300.00	253.35	80.5
100-412-6610 COURT	.00	232.01	500.00	267.99	46.4
100-412-6700 EQUIP MAINT & SUPPLIES	.00	.00	500.00	500.00	.0
100-412-6900 UTILITIES	112.78	1,504.14	1,680.00	175.86	89.5
TOTAL COURT	6,455.31	70,081.76	77,921.00	7,839.24	89.9

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COUNCIL</u>					
100-413-5100 PROFESSIONAL SERVICES	.00	4,858.82	10,000.00	5,141.18	48.6
100-413-5300 OPERATIONAL SUPPLIES	.00	1,181.76	.00	1,181.76	.0
100-413-6500 DUES, EDUCATION & LEARNING	.00	.00	1,000.00	1,000.00	.0
100-413-6600 OFFICE SUPPLIES & MISC EXPENSE	.00	152.01	3,900.00	3,747.99	3.9
TOTAL COUNCIL	.00	6,192.59	14,900.00	8,707.41	41.6
<u>COMMUNITY DEVELOPMENT</u>					
100-419-1101 CITY RECORDER	818.18	8,181.80	9,820.00	1,638.20	83.3
100-419-1105 ADMINISTRATIVE ASSISTANT	572.58	5,442.96	6,180.00	737.04	88.1
100-419-1120 CITY ADMINISTRATOR	204.86	3,431.33	2,300.00	1,131.33	149.2
100-419-1212 OVERTIME	.00	233.64	680.00	446.36	34.4
100-419-4110 EB-MEDICAL & DENTAL	236.96	2,416.41	2,790.00	373.59	86.6
100-419-4120 EB-INSURANCE (LIFE & DISAB)	2.71	29.34	30.00	.66	97.8
100-419-4150 EB-EMPLOYER TAXES	122.05	1,322.58	1,450.00	127.42	91.2
100-419-4170 EB-PERS	513.44	5,536.14	6,150.00	613.86	90.0
100-419-4190 EB-WORKERS COMP	.11	9.20	20.00	10.80	46.0
100-419-5100 PROFESSIONAL SERVICES	6,557.06	39,458.61	40,000.00	541.39	98.7
100-419-5400 INTERGOVERNMENTAL SE	13,153.27	90,750.21	79,500.00	11,250.21	114.2
100-419-5500 PROGRAM & GRANT EXPENSES	.00	5,134.50	63,663.00	58,528.50	8.1
100-419-5501 PROGRAM EXPENSES	.00	1,500.00	750.00	750.00	200.0
100-419-6500 LEARNING, DUES & MEMBERSHIPS	.00	2,139.00	2,320.00	181.00	92.2
TOTAL COMMUNITY DEVELOPMENT	22,181.22	165,585.72	215,653.00	50,067.28	76.8

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
100-421-1101 DIRECTOR OF ADMIN/RECORDER	654.54	6,545.40	7,860.00	1,314.60	83.3
100-421-1103 CHIEF OF POLICE	8,690.98	111,495.86	119,280.00	7,784.14	93.5
100-421-1105 ADMININSTRATIVE ASSISTANT	4,853.68	48,536.80	58,250.00	9,713.20	83.3
100-421-1106 POLICE OFFICERS	25,303.88	236,891.14	374,560.00	137,668.86	63.3
100-421-1120 CITY ADMINISTRATOR	614.56	4,301.92	6,900.00	2,598.08	62.4
100-421-1212 OVERTIME	2,847.80	15,368.00	42,840.00	27,472.00	35.9
100-421-4110 EB-MEDICAL & DENTAL	10,174.08	109,079.32	193,080.00	84,000.68	56.5
100-421-4120 EB-INSURANCE (LIFE & DISAB)	78.10	748.51	960.00	211.49	78.0
100-421-4150 EB-EMPLOYER TAXES	3,286.86	32,367.83	46,640.00	14,272.17	69.4
100-421-4170 EB-PERS	12,263.20	130,937.69	206,570.00	75,632.31	63.4
100-421-4190 EB-WORKERS COMP	.00	8,249.76	11,540.00	3,290.24	71.5
100-421-5100 PROFESSIONAL SERVICES	2,703.67	31,440.78	41,000.00	9,559.22	76.7
100-421-5200 CONTRACTED SUPPORT	.00	180.00	.00	180.00	.0
100-421-5300 OPERATIONAL SUPPLIES	519.63	8,527.58	10,000.00	1,472.42	85.3
100-421-5400 INTERGOVERNMENTAL	3,580.00	112,979.47	120,000.00	7,020.53	94.2
100-421-5500 PROGRAM & GRANT EXPENSES	.00	673.50	1,500.00	826.50	44.9
100-421-6100 BUILDING MAINT & SUPPLIES	421.73	4,164.99	4,700.00	535.01	88.6
100-421-6200 RENTALS AND LEASES	12.24	1,016.60	2,500.00	1,483.40	40.7
100-421-6300 INSURANCE	.00	20,564.37	26,980.00	6,415.63	76.2
100-421-6400 ADVERTISING & RECRUITMENT	.00	428.99	1,000.00	571.01	42.9
100-421-6500 LEARNING, DUES & MEMBERSHIPS	78.87	8,154.35	16,500.00	8,345.65	49.4
100-421-6600 OFFICE SUPPLIES & MISC EXPENSE	625.11	2,558.90	5,500.00	2,941.10	46.5
100-421-6610 POLICE	.00	2,552.05	.00	2,552.05	.0
100-421-6700 EQUIP MAINT & SUPPLIES	3,196.10	21,615.62	62,500.00	40,884.38	34.6
100-421-6800 UNIFORMS	1,109.80	5,723.42	7,000.00	1,276.58	81.8
100-421-6900 UTILITIES	928.70	10,759.94	12,600.00	1,840.06	85.4
100-421-9100 DEBT SERVICE - LEASE PRINCIPAL	.00	24,898.00	25,000.00	102.00	99.6
TOTAL POLICE	81,943.53	960,760.79	1,405,260.00	444,499.21	68.4

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
100-452-1101 DIRECTOR OF ADMIN/RECORDER	163.64	1,636.40	1,960.00	323.60	83.5
100-452-1104 PUBLIC WORKS SUPERINTENDENT	1,251.72	12,396.65	15,630.00	3,233.35	79.3
100-452-1105 ADMINISTRATIVE ASSISTANT	1,698.60	16,986.00	20,390.00	3,404.00	83.3
100-452-1107 UTILITY WORKER 1	2,966.70	28,359.30	37,800.00	9,440.70	75.0
100-452-1108 PW ADMIN ASSISTANT	560.34	5,603.40	7,010.00	1,406.60	79.9
100-452-1109 PW MAINTENANCE PT	.00	3,155.61	9,380.00	6,224.39	33.6
100-452-1113 PT OFFICE ASSISTANT	521.84	4,247.36	6,250.00	2,002.64	68.0
100-452-1120 CITY ADMINISTRATOR	204.86	2,048.57	2,300.00	251.43	89.1
100-452-1212 OVERTIME	1,129.54	4,988.00	6,390.00	1,402.00	78.1
100-452-1302 PAGER PAY	220.56	2,253.02	.00	(2,253.02)	.0
100-452-4110 EB-MEDICAL & DENTAL	2,349.21	22,311.82	27,660.00	5,348.18	80.7
100-452-4120 EB-INSURANCE (LIFE & DISAB)	12.99	128.43	90.00	(38.43)	142.7
100-452-4150 EB-EMPLOYER TAXES	666.94	6,248.23	8,200.00	1,951.77	76.2
100-452-4170 EB-PERS	2,794.97	22,997.23	33,830.00	10,832.77	68.0
100-452-4190 EB-WORKERS COMP	.31	1,136.22	1,650.00	513.78	68.9
100-452-5100 PROFESSIONAL SERVICES	1,580.87	29,543.68	38,500.00	8,956.32	76.7
100-452-5300 OPERATIONAL SUPPLIES	2,057.29	17,821.69	48,100.00	30,278.31	37.1
100-452-6100 BUILDING MAINT & SUPPLIES	36.25	5,119.78	7,600.00	2,480.22	67.4
100-452-6200 RENTALS AND LEASES	7.65	298.18	500.00	201.82	59.6
100-452-6300 INSURANCE	.00	6,628.41	6,089.00	(559.41)	109.2
100-452-6400 ADVERTISING & RECRUITMENT	175.20	175.20	300.00	124.80	58.4
100-452-6500 LEARNING, DUES & MEMBERSHIPS	399.78	1,325.96	1,800.00	474.04	73.7
100-452-6600 OFFICE SUPPLIES & MISC EXPENSE	94.43	828.87	1,200.00	371.13	69.1
100-452-6610 BANK FEES	.00	154.67	.00	(154.67)	.0
100-452-6700 EQUIP MAINT & SUPPLIES	1,904.94	24,840.61	9,100.00	(15,740.61)	273.0
100-452-6800 UNIFORMS	.00	330.74	600.00	269.26	55.1
100-452-6900 UTILITIES	1,083.15	10,607.88	12,400.00	1,792.12	85.6
TOTAL PARKS	21,881.78	232,171.91	304,709.00	72,537.09	76.2
<u>TRANSFER OUT</u>					
100-491-8003 TRANS TO RESERVE FUND	.00	11,400.00	11,400.00	.00	100.0
TOTAL TRANSFER OUT	.00	11,400.00	11,400.00	.00	100.0
<u>CONTINGENCY</u>					
100-900-9900 CONTINGENCY	.00	.00	445,678.00	445,678.00	.0
100-900-9990 RESERVE FUTURE EXPENDITURES	.00	.00	879,919.00	879,919.00	.0
100-900-9995 UNAPPR. ENDING FUND BALANCES	.00	.00	275,000.00	275,000.00	.0
TOTAL CONTINGENCY	.00	.00	1,600,597.00	1,600,597.00	.0
TOTAL FUND EXPENDITURES	154,748.92	1,641,329.21	3,868,575.00	2,227,245.79	42.4

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(24,433.71)	341,933.91	.00	(341,933.91)	.0

CITY OF HUBBARD
BALANCE SHEET
APRIL 30, 2024

STREET FUND

ASSETS

121-000-1001 CASH IN COMBINED CASH FUND

156,432.90

TOTAL ASSETS

156,432.90

LIABILITIES AND EQUITY

LIABILITIES

121-000-2022 STATE TAX WITHHOLDING

41.13

121-000-2023 RETIREMENT

119.89

121-000-2028 WORKERS COMP

4.16

TOTAL LIABILITIES

165.18

FUND EQUITY

121-000-2520 BEG FUND BALANCE

334,354.82

121-000-2530 FUND BALANCE

(132,672.41)

UNAPPROPRIATED FUND BALANCE:
REVENUE OVER EXPENDITURES - YTD

(45,414.69)

BALANCE - CURRENT DATE

(45,414.69)

TOTAL FUND EQUITY

156,267.72

TOTAL LIABILITIES AND EQUITY

156,432.90

CITY OF HUBBARD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>STREET FUND REVENUE</u>					
121-300-3190 GAS TAX	.00	133,853.76	178,705.00	44,851.24	74.9
121-300-3407 TRANSPORTATION UTILITY	1,448.19	96,603.34	100,000.00	3,396.66	96.6
121-300-3408 ROW PERMITS	405.00	2,610.00	1,800.00	(810.00)	145.0
121-300-3601 MISCELLANEOUS REVENUE	.00	19.80	500.00	480.20	4.0
121-300-3611 INTEREST INCOME	.00	7,085.16	6,000.00	(1,085.16)	118.1
TOTAL STREET FUND REVENUE	1,853.19	240,172.06	287,005.00	46,832.94	83.7
<u>FUND BALANCE</u>					
121-399-9999 BEGINNING FUND BALANCE	.00	.00	201,682.00	201,682.00	.0
TOTAL FUND BALANCE	.00	.00	201,682.00	201,682.00	.0
TOTAL FUND REVENUE	1,853.19	240,172.06	488,687.00	248,514.94	49.2

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREET FUND EXP</u>					
121-431-1101 DIRECTOR OF ADMIN/RECORDER	818.18	8,181.80	9,820.00	1,638.20	83.3
121-431-1104 PUBLIC WORKS SUPERINTENDENT	1,752.40	17,355.25	21,880.00	4,524.75	79.3
121-431-1105 ADMINISTRATIVE ASSISTANT	2,414.34	23,789.74	28,120.00	4,330.26	84.6
121-431-1107 UTILITY WORKER 1	837.60	7,974.95	10,730.00	2,755.05	74.3
121-431-1108 PW ADMIN ASSISTANT	840.50	8,405.00	10,520.00	2,115.00	79.9
121-431-1109 PW MAINTENANCE PT	.00	1,051.89	3,130.00	2,078.11	33.6
121-431-1113 PT OFFICE ASSISTANT	521.84	4,247.36	6,250.00	2,002.64	68.0
121-431-1120 CITY ADMINISTRATOR	1,536.40	15,364.00	17,250.00	1,886.00	89.1
121-431-1212 OVERTIME	1,140.37	5,267.42	6,930.00	1,662.58	76.0
121-431-1302 PAGER PAY	158.33	1,706.50	.00	1,706.50	.0
121-431-4110 EB-MEDICAL & DENTAL	1,848.52	17,870.12	21,770.00	3,899.88	82.1
121-431-4120 EB-INSURANCE (LIFE & DISAB)	15.18	151.84	130.00	21.84	116.8
121-431-4150 EB-EMPLOYER TAXES	766.53	7,140.85	8,770.00	1,629.15	81.4
121-431-4170 EB-PERS	3,245.54	28,560.28	36,900.00	8,339.72	77.4
121-431-4190 EB-WORKERS COMP	.44	1,473.33	1,190.00	283.33	123.8
121-431-5100 PROFESSIONAL SERVICES	3,914.22	45,521.00	55,300.00	9,779.00	82.3
121-431-5300 OPERATIONAL SUPPLIES	80.57	178.04	.00	178.04	.0
121-431-5500 PROGRAM & GRANT EXPENSES	72.49	3,451.50	12,600.00	9,148.50	27.4
121-431-6100 BUILDING MAINT & SUPPLIES	69.74	670.43	4,600.00	3,929.57	14.6
121-431-6200 RENTALS AND LEASES	6.11	240.45	800.00	559.55	30.1
121-431-6300 INSURANCE	.00	5,257.33	5,085.00	172.33	103.4
121-431-6400 ADVERTISING & RECRUITMENT	43.80	43.80	200.00	156.20	21.9
121-431-6500 LEARNING, DUES & MEMBERSHIPS	19.12	934.74	800.00	134.74	116.8
121-431-6600 OFFICE SUPPLIES & MISC EXPENSE	132.41	1,482.78	2,600.00	1,117.22	57.0
121-431-6610 STREET FUND EX	.00	618.69	.00	618.69	.0
121-431-6700 EQUIP MAINT & SUPPLIES	362.72	6,476.50	7,000.00	523.50	92.5
121-431-6800 UNIFORMS	.00	330.78	400.00	69.22	82.7
121-431-6900 UTILITIES	4,052.95	38,296.38	49,209.00	10,912.62	77.8
TOTAL STREET FUND EXP	24,650.30	252,042.75	321,984.00	69,941.25	78.3
<u>TRANSFER OUT</u>					
121-491-8003 TRANS TO RESERVE FUND	.00	9,000.00	9,000.00	.00	100.0
121-491-8701 OPERATIONAL OVERHEAD	.00	24,544.00	24,544.00	.00	100.0
TOTAL TRANSFER OUT	.00	33,544.00	33,544.00	.00	100.0
<u>CONTINGENCY</u>					
121-900-9900 CONTINGENCY	.00	.00	47,896.00	47,896.00	.0
121-900-9990 RESERVE FUTURE EXPENDITURES	.00	.00	85,263.00	85,263.00	.0
TOTAL CONTINGENCY	.00	.00	133,159.00	133,159.00	.0
TOTAL FUND EXPENDITURES	24,650.30	285,586.75	488,687.00	203,100.25	58.4

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(22,797.11)	(45,414.69)	.00	45,414.69	.0

CITY OF HUBBARD
BALANCE SHEET
APRIL 30, 2024

STREET CONSTRUCTION FUND

ASSETS

122-000-1001 CASH IN COMBINED CASH FUND

389,399.12

TOTAL ASSETS

389,399.12

LIABILITIES AND EQUITY

FUND EQUITY

122-000-2520 BEG FUND BALANCE

741,656.92

122-000-2530 FUND BALANCE

(275,034.50)

UNAPPROPRIATED FUND BALANCE:
REVENUE OVER EXPENDITURES - YTD

(77,223.30)

BALANCE - CURRENT DATE

(77,223.30)

TOTAL FUND EQUITY

389,399.12

TOTAL LIABILITIES AND EQUITY

389,399.12

CITY OF HUBBARD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

STREET CONSTRUCTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>STREET CONSTRUCTION REVENUE</u>					
122-300-3190	GAS TAX	.00	72,075.09	96,225.00	24,149.91	74.9
122-300-3341	SPECIAL ALLOTMENT	.00	250,000.00	250,000.00	.00	100.0
122-300-3551	SDC-IMPROVEMENT	.00	34,465.00	8,750.00	(25,715.00)	393.9
122-300-3554	SDC ADMINISTRATION	.00	1,744.00	500.00	(1,244.00)	348.8
122-300-3601	MISCELLANEOUS REVENUE	.00	.00	100.00	100.00	.0
122-300-3611	INTEREST INCOME	.00	15,139.53	15,000.00	(139.53)	100.9
	TOTAL STREET CONSTRUCTION REVENUE	.00	373,423.62	370,575.00	(2,848.62)	100.8
	<u>FUND BALANCE</u>					
122-399-9999	BEGINNING FUND BALANCE	.00	.00	466,622.00	466,622.00	.0
	TOTAL FUND BALANCE	.00	.00	466,622.00	466,622.00	.0
	TOTAL FUND REVENUE	.00	373,423.62	837,197.00	463,773.38	44.6

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

STREET CONSTRUCTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>STREET CONST. FUND EXP</u>					
122-431-7000	CAPITAL OUTLAY	14,878.64	450,146.92	552,000.00	101,853.08	81.6
	TOTAL STREET CONST. FUND EXP	14,878.64	450,146.92	552,000.00	101,853.08	81.6
	<u>TRANSFER OUT</u>					
122-491-8801	SDC ADMINISTRATION	.00	500.00	500.00	.00	100.0
	TOTAL TRANSFER OUT	.00	500.00	500.00	.00	100.0
	<u>CONTINGENCY</u>					
122-900-9990	RESERVE FUTURE EXPENDITURES	.00	.00	284,697.00	284,697.00	.0
	TOTAL CONTINGENCY	.00	.00	284,697.00	284,697.00	.0
	TOTAL FUND EXPENDITURES	14,878.64	450,646.92	837,197.00	386,550.08	53.8
	NET REVENUE OVER EXPENDITURES	(14,878.64)	(77,223.30)	.00	77,223.30	.0

CITY OF HUBBARD
BALANCE SHEET
APRIL 30, 2024

RESERVE FUND

ASSETS

123-000-1001	CASH IN COMBINED CASH FUND	160,641.06	
	TOTAL ASSETS		160,641.06

LIABILITIES AND EQUITY

FUND EQUITY

123-000-2520	BEG FUND BALANCE	224,931.28	
123-000-2530	FUND BALANCE	(86,938.16)	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	22,647.94	
	BALANCE - CURRENT DATE	22,647.94	
	TOTAL FUND EQUITY		160,641.06
	TOTAL LIABILITIES AND EQUITY		160,641.06

CITY OF HUBBARD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>RESERVE FUND REVENUE</u>					
123-300-3611	INTEREST	.00	5,005.27	3,000.00	(2,005.27)	166.8
	TOTAL RESERVE FUND REVENUE	.00	5,005.27	3,000.00	(2,005.27)	166.8
	<u>TRANSFERS IN</u>					
123-391-0100	TRANS FROM-GENERAL	.00	11,400.00	11,400.00	.00	100.0
123-391-0121	TRANS FROM-STREETS	.00	9,000.00	9,000.00	.00	100.0
123-391-0205	TRANS FROM-WATER	.00	11,000.00	11,000.00	.00	100.0
	TOTAL TRANSFERS IN	.00	31,400.00	31,400.00	.00	100.0
	<u>FUND BALANCE</u>					
123-399-9999	BEGINNING FUND BALANCE	.00	.00	137,993.00	137,993.00	.0
	TOTAL FUND BALANCE	.00	.00	137,993.00	137,993.00	.0
	TOTAL FUND REVENUE	.00	36,405.27	172,393.00	135,987.73	21.1

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>RESERVE FUND EXP</u>					
123-423-7506	PUB WRKS TRAC/MOWE	.00	13,757.33	4,000.00	(9,757.33)	343.9
123-423-7710	PUB WRKS PICK UP	.00	.00	40,000.00	40,000.00	.0
	TOTAL RESERVE FUND EXP	.00	13,757.33	44,000.00	30,242.67	31.3
	<u>CONTINGENCY</u>					
123-900-9990	RESERVE FUTURE EXPENDITURES	.00	.00	128,393.00	128,393.00	.0
	TOTAL CONTINGENCY	.00	.00	128,393.00	128,393.00	.0
	TOTAL FUND EXPENDITURES	.00	13,757.33	172,393.00	158,635.67	8.0
	NET REVENUE OVER EXPENDITURES	.00	22,647.94	.00	(22,647.94)	.0

CITY OF HUBBARD
BALANCE SHEET
APRIL 30, 2024

PARK IMPROVEMENT FUND

ASSETS

125-000-1001 CASH IN COMBINED CASH FUND

522,472.52

TOTAL ASSETS

522,472.52

LIABILITIES AND EQUITY

FUND EQUITY

125-000-2520 BEG FUND BALANCE

833,067.29

125-000-2530 FUND BALANCE

(373,849.15)

UNAPPROPRIATED FUND BALANCE:
REVENUE OVER EXPENDITURES - YTD

63,254.38

BALANCE - CURRENT DATE

63,254.38

TOTAL FUND EQUITY

522,472.52

TOTAL LIABILITIES AND EQUITY

522,472.52

CITY OF HUBBARD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

PARK IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>PARK IMPROVMENT REVENUE</u>					
125-300-3301	STATE SHARED REVENUE	.00	20,467.15	20,000.00	(467.15)	102.3
125-300-3551	SDC-IMPROVEMENT	.00	4,458.00	8,000.00	3,542.00	55.7
125-300-3552	SDC-REIMBURSEMENT	.00	696.00	1,250.00	554.00	55.7
125-300-3554	SDC-ADMINISTRATION	.00	215.00	500.00	285.00	43.0
125-300-3601	MISCELLANEOUS REVENUE	.00	.00	100.00	100.00	.0
125-300-3611	INTEREST INCOME	.00	16,505.95	13,000.00	(3,505.95)	127.0
125-300-3643	DONATION VETS MEMORIAL	.00	21,412.28	21,000.00	(412.28)	102.0
	TOTAL PARK IMPROVMENT REVENUE	.00	63,754.38	63,850.00	95.62	99.9
	<u>BEGINNING FUND BALANCE</u>					
125-399-9999	BEGINNING FUND BALANCE	.00	.00	459,218.00	459,218.00	.0
	TOTAL BEGINNING FUND BALANCE	.00	.00	459,218.00	459,218.00	.0
	TOTAL FUND REVENUE	.00	63,754.38	523,068.00	459,313.62	12.2

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

PARK IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PARK IMPROV FUND EXP</u>					
125-452-7000	CAPITAL OUTLAY	.00	.00	244,369.00	244,369.00	.0
	TOTAL PARK IMPROV FUND EXP	.00	.00	244,369.00	244,369.00	.0
	<u>TRANSFER OUT</u>					
125-491-8000	TRANSFERS OUT	.00	500.00	500.00	.00	100.0
	TOTAL TRANSFER OUT	.00	500.00	500.00	.00	100.0
	<u>CONTINGENCY</u>					
125-900-9900	CONTINGENCY	.00	.00	248,199.00	248,199.00	.0
125-900-9990	RESERVE FUTURE EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
	TOTAL CONTINGENCY	.00	.00	278,199.00	278,199.00	.0
	TOTAL FUND EXPENDITURES	.00	500.00	523,068.00	522,568.00	.1
	NET REVENUE OVER EXPENDITURES	.00	63,254.38	.00	(63,254.38)	.0

CITY OF HUBBARD
BALANCE SHEET
APRIL 30, 2024

SEWER UTILITY FUND

ASSETS

201-000-1001	CASH IN COMBINED CASH FUND	66,928.07	
	TOTAL ASSETS		66,928.07

LIABILITIES AND EQUITY

LIABILITIES

201-000-2022	STATE TAX WITHHOLDING	71.72	
201-000-2023	RETIREMENT	119.89	
201-000-2028	WORKERS COMP	4.93	
	TOTAL LIABILITIES		196.54

FUND EQUITY

201-000-2520	BEG FUND BALANCE	442,925.68	
201-000-2530	FUND BALANCE	(296,198.36)	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(79,995.79)	
	BALANCE - CURRENT DATE	(79,995.79)	
	TOTAL FUND EQUITY		66,731.53
	TOTAL LIABILITIES AND EQUITY		66,928.07

CITY OF HUBBARD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

SEWER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SEWER UTILITY REVENUE</u>					
201-300-3441	SERVICE CHARGES SE	7,227.16	444,258.66	520,000.00	75,741.34	85.4
201-300-3601	MISCELLANEOUS REVENUE	.00	158.40	100.00	(58.40)	158.4
201-300-3611	INTEREST INCOME	.00	13,017.32	8,500.00	(4,517.32)	153.1
	TOTAL SEWER UTILITY REVENUE	7,227.16	457,434.38	528,600.00	71,165.62	86.5
	<u>BEGINNING FUND BALANCE</u>					
201-399-9999	BEGINNING FUND BALANCE	.00	.00	146,728.00	146,728.00	.0
	TOTAL BEGINNING FUND BALANCE	.00	.00	146,728.00	146,728.00	.0
	TOTAL FUND REVENUE	7,227.16	457,434.38	675,328.00	217,893.62	67.7

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER UTILITY FUND EXP</u>					
201-432-1101 DIRECTOR OF ADMIN/RECORDER	818.18	8,181.80	9,820.00	1,638.20	83.3
201-432-1104 PUBLIC WORKS SUPERINTENDENT	2,753.78	27,272.55	34,380.00	7,107.45	79.3
201-432-1105 ADMINISTRATIVE ASSISTANT	2,772.20	27,191.62	31,980.00	4,788.38	85.0
201-432-1107 UTILITY WORKER 1	1,842.72	17,544.87	23,600.00	6,055.13	74.3
201-432-1108 PW ADMIN ASSISTANT	3,081.82	30,818.20	38,570.00	7,751.80	79.9
201-432-1113 PT OFFICE ASSISTANT	521.84	4,247.36	6,250.00	2,002.64	68.0
201-432-1120 CITY ADMINISTRATOR	1,536.40	15,364.00	17,250.00	1,886.00	89.1
201-432-1212 OVERTIME	1,162.04	5,761.25	6,930.00	1,168.75	83.1
201-432-1302 PAGER PAY	354.39	3,885.66	.00	3,885.66	.0
201-432-4110 EB-MEDICAL & DENTAL	3,302.00	31,825.99	38,900.00	7,074.01	81.8
201-432-4120 EB-INSURANCE (LIFE & DISAB)	24.49	244.64	200.00	44.64	122.3
201-432-4150 EB-EMPLOYER TAXES	1,135.54	10,730.68	12,900.00	2,169.32	83.2
201-432-4170 EB-PERS	4,712.46	41,985.21	53,400.00	11,414.79	78.6
201-432-4190 EB-WORKERS COMP	.51	1,526.39	2,320.00	793.61	65.8
201-432-5100 PROFESSIONAL SERVICES	2,339.37	20,416.82	51,303.00	30,886.18	39.8
201-432-5300 OPERATIONAL SUPPLIES	372.64	6,726.20	8,000.00	1,273.80	84.1
201-432-6100 BUILDING MAINT & SUPPLIES	92.07	927.28	5,100.00	4,172.72	18.2
201-432-6200 RENTALS AND LEASES	30.59	725.34	2,500.00	1,774.66	29.0
201-432-6300 INSURANCE	.00	12,858.78	12,381.00	477.78	103.9
201-432-6400 ADVERTISING & RECRUITMENT	.00	.00	400.00	400.00	.0
201-432-6500 LEARNING, DUES & MEMBERSHIPS	76.92	5,485.79	7,600.00	2,114.21	72.2
201-432-6600 OFFICE SUPPLIES & MISC EXPENSE	226.51	3,464.14	9,100.00	5,635.86	38.1
201-432-6610 BANK FEES	.00	928.01	.00	928.01	.0
201-432-6700 EQUIP MAINT & SUPPLIES	11,685.60	42,714.59	31,400.00	11,314.59	136.0
201-432-6800 UNIFORMS	.00	330.78	600.00	269.22	55.1
201-432-6900 UTILITIES	4,420.79	46,798.22	48,780.00	1,981.78	95.9
TOTAL SEWER UTILITY FUND EXP	43,262.86	367,956.17	453,664.00	85,707.83	81.1
<u>TRANSFER OUT</u>					
201-491-8006 TRANS TO SEWER BOND	.00	106,531.00	106,531.00	.00	100.0
201-491-8601 FRANCHISE FEE	.00	26,000.00	26,000.00	.00	100.0
201-491-8701 OPERATIONAL OVERHEAD	.00	36,943.00	36,943.00	.00	100.0
TOTAL TRANSFER OUT	.00	169,474.00	169,474.00	.00	100.0
<u>CONTINGENCY</u>					
201-900-9990 RESERVE FUTURE EXPENDITURES	.00	.00	147,721.00	147,721.00	.0
TOTAL CONTINGENCY	.00	.00	147,721.00	147,721.00	.0
TOTAL FUND EXPENDITURES	43,262.86	537,430.17	770,859.00	233,428.83	69.7
NET REVENUE OVER EXPENDITURES	(36,035.70)	(79,995.79)	(95,531.00)	(15,535.21)	(83.7)

CITY OF HUBBARD
BALANCE SHEET
APRIL 30, 2024

SEWER CONSTRUCTION FUND

ASSETS

202-000-1001 CASH IN COMBINED CASH FUND

2,211,560.36

TOTAL ASSETS

2,211,560.36

LIABILITIES AND EQUITY

FUND EQUITY

202-000-2520 BEG FUND BALANCE

3,721,463.08

202-000-2530 FUND BALANCE

(1,724,716.46)

UNAPPROPRIATED FUND BALANCE:
REVENUE OVER EXPENDITURES - YTD

214,813.74

BALANCE - CURRENT DATE

214,813.74

TOTAL FUND EQUITY

2,211,560.36

TOTAL LIABILITIES AND EQUITY

2,211,560.36

CITY OF HUBBARD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

SEWER CONSTRUCTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SEWER CONSTRUCTION REVENUE</u>					
202-300-3550	WASTEWATER REUSE R	1,947.38	132,353.61	158,000.00	25,646.39	83.8
202-300-3551	SDC-IMPROVEMENT	(413.00)	8,849.00	2,800.00	(6,049.00)	316.0
202-300-3552	SDC-REIMBURSEMENT	(1,152.00)	24,819.00	7,850.00	(16,969.00)	316.2
202-300-3554	SDC-ADMINISTRATION	(108.00)	2,322.00	800.00	(1,522.00)	290.3
202-300-3611	INTEREST INCOME	.00	72,233.33	60,000.00	(12,233.33)	120.4
	TOTAL SEWER CONSTRUCTION REVENUE	274.38	240,576.94	229,450.00	(11,126.94)	104.9
	<u>BEGINNING FUND BALANCE</u>					
202-399-9999	BEGINNING FUND BALANCE	.00	.00	1,996,746.00	1,996,746.00	.0
	TOTAL BEGINNING FUND BALANCE	.00	.00	1,996,746.00	1,996,746.00	.0
	TOTAL FUND REVENUE	274.38	240,576.94	2,226,196.00	1,985,619.06	10.8

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

SEWER CONSTRUCTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SEWER CONST FUND EXP</u>					
202-432-7000	CAPITAL OUTLAY	2,820.50	24,963.20	344,002.00	319,038.80	7.3
	TOTAL SEWER CONST FUND EXP	2,820.50	24,963.20	344,002.00	319,038.80	7.3
	<u>TRANSFER OUT</u>					
202-491-8000	TRANSFERS OUT	.00	800.00	800.00	.00	100.0
	TOTAL TRANSFER OUT	.00	800.00	800.00	.00	100.0
	<u>CONTINGENCY</u>					
202-900-9990	RESERVE FUTURE EXPENDITURES	.00	.00	1,881,394.00	1,881,394.00	.0
	TOTAL CONTINGENCY	.00	.00	1,881,394.00	1,881,394.00	.0
	TOTAL FUND EXPENDITURES	2,820.50	25,763.20	2,226,196.00	2,200,432.80	1.2
	NET REVENUE OVER EXPENDITURES	(2,546.12)	214,813.74	.00	(214,813.74)	.0

CITY OF HUBBARD
BALANCE SHEET
APRIL 30, 2024

SEWER BOND FUND

ASSETS

203-000-1001 CASH IN COMBINED CASH FUND

219,477.38

TOTAL ASSETS

219,477.38

LIABILITIES AND EQUITY

FUND EQUITY

203-000-2520 BEG FUND BALANCE

260,160.56

203-000-2530 FUND BALANCE

(40,683.18)

TOTAL FUND EQUITY

219,477.38

TOTAL LIABILITIES AND EQUITY

219,477.38

CITY OF HUBBARD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

SEWER BOND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TRANSFERS IN</u>					
203-391-0201 TRANS FROM-SEWER UTILITY FUND	.00	106,531.00	(106,531.00)	(213,062.00)	100.0
TOTAL TRANSFERS IN	.00	106,531.00	(106,531.00)	(213,062.00)	100.0
TOTAL FUND REVENUE	.00	106,531.00	(106,531.00)	(213,062.00)	100.0

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

SEWER BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEBT SERVICE</u>					
203-432-9001	LOAN INTEREST	.00	1,640.00	1,640.00	.00	100.0
203-432-9002	LOAN PRINCIPAL	.00	104,891.00	104,891.00	.00	100.0
	TOTAL DEBT SERVICE	.00	106,531.00	106,531.00	.00	100.0
	TOTAL FUND EXPENDITURES	.00	106,531.00	106,531.00	.00	100.0
	NET REVENUE OVER EXPENDITURES	.00	.00	(213,062.00)	(213,062.00)	.0

CITY OF HUBBARD
BALANCE SHEET
APRIL 30, 2024

WATER UTILITY FUND

ASSETS

205-000-1001 CASH IN COMBINED CASH FUND

724,448.16

TOTAL ASSETS

724,448.16

LIABILITIES AND EQUITY

LIABILITIES

205-000-2021 FEDERAL TAX WITHHOLDING

(.01)

205-000-2022 STATE TAX WITHHOLDING

69.92

205-000-2023 RETIREMENT

(574.32)

205-000-2028 WORKERS COMP

4.48

205-000-2281 UB DEPOSITS

15,620.00

TOTAL LIABILITIES

15,120.07

FUND EQUITY

205-000-2520 BEG FUND BALANCE

1,108,756.36

205-000-2530 FUND BALANCE

(466,090.60)

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD

66,662.33

BALANCE - CURRENT DATE

66,662.33

TOTAL FUND EQUITY

709,328.09

TOTAL LIABILITIES AND EQUITY

724,448.16

CITY OF HUBBARD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER UTILITY REVENUE</u>					
205-300-3401 SERVICE CHARGES WA	6,792.00	422,621.65	509,000.00	86,378.35	83.0
205-300-3403 RECONNECTION FEE	149.97	3,054.60	5,300.00	2,245.40	57.6
205-300-3601 MISCELLANEOUS REVENUE	60.91	7,215.59	10,000.00	2,784.41	72.2
205-300-3611 INTEREST INCOME	.00	24,010.72	20,000.00	(4,010.72)	120.1
205-300-3620 LEASE-WATER TOWER T MOBILE	724.73	7,247.30	7,200.00	(47.30)	100.7
205-300-3622 VERIZON LEASE	2,640.00	14,520.00	15,000.00	480.00	96.8
TOTAL WATER UTILITY REVENUE	10,367.61	478,669.86	566,500.00	87,830.14	84.5
<u>BEGINNING FUND BALANCE</u>					
205-399-9999 BEGINNING FUND BALANCE	.00	.00	642,666.00	642,666.00	.0
TOTAL BEGINNING FUND BALANCE	.00	.00	642,666.00	642,666.00	.0
TOTAL FUND REVENUE	10,367.61	478,669.86	1,209,166.00	730,496.14	39.6

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER UTILITY FUND EXP</u>					
205-461-1101 DIRECTOR OF ADMIN/RECORDER	818.18	8,181.80	9,820.00	1,638.20	83.3
205-461-1104 PUBLIC WORKS SUPERINTENDENT	2,586.88	25,619.65	28,750.00	3,130.35	89.1
205-461-1105 ADMINISTRATIVE ASSISTANT	2,772.18	27,191.42	32,300.00	5,108.58	84.2
205-461-1107 UTILITY WORKER 1	2,728.98	25,870.05	31,980.00	6,109.95	80.9
205-461-1108 PW ADMIN ASSISTANT	1,120.66	11,206.60	35,150.00	23,943.40	31.9
205-461-1113 PT OFFICE ASSISTANT	521.82	4,247.25	14,030.00	9,782.75	30.3
205-461-1120 CITY ADMINISTRATOR	2,560.66	20,997.43	6,250.00	14,747.43	336.0
205-461-1212 OVERTIME	1,158.41	5,559.57	6,930.00	1,370.43	80.2
205-461-1302 PAGER PAY	297.06	3,073.05	.00	3,073.05	.0
205-461-4110 EB-MEDICAL & DENTAL	3,227.71	30,409.95	38,000.00	7,590.05	80.0
205-461-4120 EB-INSURANCE (LIFE & DISAB)	23.05	221.90	190.00	31.90	116.8
205-461-4150 EB-EMPLOYER TAXES	1,114.17	10,093.55	12,640.00	2,546.45	79.9
205-461-4170 EB-PERS	4,620.66	38,307.07	52,240.00	13,932.93	73.3
205-461-4190 EB-WORKERS COMP	.50	1,265.91	1,950.00	684.09	64.9
205-461-5100 PROFESSIONAL SERVICES	1,472.89	21,472.38	82,800.00	61,327.62	25.9
205-461-5300 OPERATIONAL SUPPLIES	4,921.33	20,983.89	39,500.00	18,516.11	53.1
205-461-6100 BUILDING MAINT & SUPPLIES	92.08	1,209.19	8,400.00	7,190.81	14.4
205-461-6200 RENTALS AND LEASES	30.59	753.12	4,400.00	3,646.88	17.1
205-461-6300 INSURANCE	.00	17,402.71	16,530.00	872.71	105.3
205-461-6400 ADVERTISING & RECRUITMENT	.00	.00	400.00	400.00	.0
205-461-6500 LEARNING, DUES & MEMBERSHIPS	73.68	1,776.23	11,000.00	9,223.77	16.2
205-461-6600 OFFICE SUPPLIES & MISC EXPENSE	231.39	4,117.45	9,000.00	4,882.55	45.8
205-461-6610 BANK FEES	.00	927.98	.00	927.98	.0
205-461-6700 EQUIP MAINT & SUPPLIES	269.89	8,590.38	28,100.00	19,509.62	30.6
205-461-6800 UNIFORMS	.00	330.80	600.00	269.20	55.1
205-461-6900 UTILITIES	4,467.99	45,262.20	58,351.00	13,088.80	77.6
TOTAL WATER UTILITY FUND EXP	35,110.76	335,071.53	529,311.00	194,239.47	63.3
<u>TRANSFER OUT</u>					
205-491-8003 TRANS TO RESERVE FUND	.00	11,000.00	11,000.00	.00	100.0
205-491-8601 TRANS OUT - FRANCH	.00	25,450.00	25,450.00	.00	100.0
205-491-8701 TRANS OUT OP OH	.00	40,486.00	40,486.00	.00	100.0
TOTAL TRANSFER OUT	.00	76,936.00	76,936.00	.00	100.0
<u>CONTINGENCY</u>					
205-900-9900 CONTINGENCY	.00	.00	78,651.00	78,651.00	.0
205-900-9990 RESERVE FUTURE EXPENDITURES	.00	.00	524,268.00	524,268.00	.0
TOTAL CONTINGENCY	.00	.00	602,919.00	602,919.00	.0
TOTAL FUND EXPENDITURES	35,110.76	412,007.53	1,209,166.00	797,158.47	34.1

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(24,743.15)	66,662.33	.00	(66,662.33)	.0

CITY OF HUBBARD
BALANCE SHEET
APRIL 30, 2024

WATER CONSTRUCTION FUND

ASSETS

206-000-1001 CASH IN COMBINED CASH FUND

1,336,576.02

TOTAL ASSETS

1,336,576.02

LIABILITIES AND EQUITY

FUND EQUITY

206-000-2520 BEG FUND BALANCE

2,303,368.25

206-000-2530 FUND BALANCE

(1,055,307.71)

UNAPPROPRIATED FUND BALANCE:
REVENUE OVER EXPENDITURES - YTD

88,515.48

BALANCE - CURRENT DATE

88,515.48

TOTAL FUND EQUITY

1,336,576.02

TOTAL LIABILITIES AND EQUITY

1,336,576.02

CITY OF HUBBARD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

WATER CONSTRUCTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>WATER CONSTRUCTION REVENUE</u>					
206-300-3550	WATER STATIC REVEN	1,092.65	69,600.65	83,000.00	13,399.35	83.9
206-300-3551	SDC-IMPROVEMENT	(135.00)	2,884.00	1,000.00	(1,884.00)	288.4
206-300-3552	SDC-REIMBURSEMENT	(863.00)	18,499.00	5,850.00	(12,649.00)	316.2
206-300-3553	REVOLVING LOAN	.00	.00	1,763,563.00	1,763,563.00	.0
206-300-3554	SDC-ADMINISTRATION	(106.00)	2,341.00	950.00	(1,391.00)	246.4
206-300-3611	INTEREST INCOME	.00	44,669.16	40,000.00	(4,669.16)	111.7
	TOTAL WATER CONSTRUCTION REVENUE	(11.35)	137,993.81	1,894,363.00	1,756,369.19	7.3
	<u>BEGINNING FUND BALANCE</u>					
206-399-9999	BEGINNING FUND BALANCE	.00	.00	1,248,060.00	1,248,060.00	.0
	TOTAL BEGINNING FUND BALANCE	.00	.00	1,248,060.00	1,248,060.00	.0
	TOTAL FUND REVENUE	(11.35)	137,993.81	3,142,423.00	3,004,429.19	4.4

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

WATER CONSTRUCTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WATER CONST FUND EXP</u>					
206-461-7000	CAPITAL OUTLAY	.00	48,528.33	74,048.00	25,519.67	65.5
206-461-7001	DESIGN AND ENGINEERING	.00	.00	162,500.00	162,500.00	.0
206-461-7002	CONSTRUCTION	.00	.00	1,387,000.00	1,387,000.00	.0
206-461-7003	CONSTRUCTION CONTINGENCY	.00	.00	138,000.00	138,000.00	.0
206-461-7004	LABOR STANDARDS	.00	.00	15,000.00	15,000.00	.0
206-461-7005	ENVIRONMENTAL REVIEW	.00	.00	10,000.00	10,000.00	.0
206-461-7006	PROJECT MGT/FED REQS	.00	.00	15,000.00	15,000.00	.0
206-461-7007	LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
206-461-7008	PERMITTING AND REG FEES	.00	.00	5,000.00	5,000.00	.0
206-461-7009	LOAN FEES	.00	.00	26,063.00	26,063.00	.0
	TOTAL WATER CONST FUND EXP	.00	48,528.33	1,837,611.00	1,789,082.67	2.6
	<u>TRANSFER OUT</u>					
206-491-8000	TRANSFERS OUT	.00	950.00	950.00	.00	100.0
	TOTAL TRANSFER OUT	.00	950.00	950.00	.00	100.0
	<u>CONTINGENCY</u>					
206-900-9990	RESERVE FUTURE EXPENDITURES	.00	.00	1,303,862.00	1,303,862.00	.0
	TOTAL CONTINGENCY	.00	.00	1,303,862.00	1,303,862.00	.0
	TOTAL FUND EXPENDITURES	.00	49,478.33	3,142,423.00	3,092,944.67	1.6
	NET REVENUE OVER EXPENDITURES	(11.35)	88,515.48	.00	(88,515.48)	.0

CITY OF HUBBARD
BALANCE SHEET
APRIL 30, 2024

WATER BOND FUND

LIABILITIES AND EQUITY

FUND EQUITY

207-000-2520	BEG FUND BALANCE	83,283.22	
207-000-2530	FUND BALANCE	(83,283.22)	
	TOTAL FUND EQUITY		.00
	TOTAL LIABILITIES AND EQUITY		.00

CITY OF HUBBARD
BALANCE SHEET
APRIL 30, 2024

ASSETS

300-000-1001 CASH IN COMBINED FUND

613,423.66

TOTAL ASSETS

613,423.66

LIABILITIES AND EQUITY

FUND EQUITY

300-000-2520 BEGINNING FUND BALANCE

695,496.67

UNAPPROPRIATED FUND BALANCE:
REVENUE OVER EXPENDITURES - YTD

(82,073.01)

BALANCE - CURRENT DATE

(82,073.01)

TOTAL FUND EQUITY

613,423.66

TOTAL LIABILITIES AND EQUITY

613,423.66

CITY OF HUBBARD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SOURCE 300</u>					
300-300-3611	INTEREST INCOME	.00	27,166.65	15,000.00	(12,166.65)	181.1
	TOTAL SOURCE 300	.00	27,166.65	15,000.00	(12,166.65)	181.1
300-302-3311	MC ARPA GRANT	.00	75,851.80	1,000,000.00	924,148.20	7.6
	TOTAL SOURCE 302	.00	75,851.80	1,000,000.00	924,148.20	7.6
300-399-9999	BEGINNING FUND BALANCE	.00	.00	695,497.00	695,497.00	.0
	TOTAL SOURCE 399	.00	.00	695,497.00	695,497.00	.0
	TOTAL FUND REVENUE	.00	103,018.45	1,710,497.00	1,607,478.55	6.0

CITY OF HUBBARD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2024

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
300-423-7000 CAPITAL OUTLAY	.00	4,990.00	7,500.00	2,510.00	66.5
TOTAL DEPARTMENT 423	.00	4,990.00	7,500.00	2,510.00	66.5
<hr/>					
300-432-7000 CAPITAL OUTLAY	28,585.17	140,101.46	1,024,047.00	883,945.54	13.7
300-432-7501 PASS THRU PAYMENTS	.00	15,000.00	15,000.00	.00	100.0
300-432-7502 PASS THRU PAYMENTS - UTILITY	.00	25,000.00	25,000.00	.00	100.0
TOTAL DEPARTMENT 432	28,585.17	180,101.46	1,064,047.00	883,945.54	16.9
<hr/>					
300-900-9990 RESERVE FOR FUTURE EXPENDIURE	.00	.00	638,950.00	638,950.00	.0
TOTAL DEPARTMENT 900	.00	.00	638,950.00	638,950.00	.0
<hr/>					
TOTAL FUND EXPENDITURES	28,585.17	185,091.46	1,710,497.00	1,525,405.54	10.8
<hr/>					
NET REVENUE OVER EXPENDITURES	(28,585.17)	(82,073.01)	.00	82,073.01	.0



Chief's Report

"Committed to our community"

TO: Mayor and City Council Members

FROM: Donald E. Parise, Chief of Police

DATE: May 7, 2024

RE: April 2024 Police Department Report

The Success Of Teamwork

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

This following is a report of activity occurred during the month of April 2024:

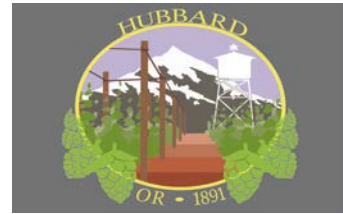
- Re-accreditation is going well and at 56% completion. Due date for this will be November 2024 when the Northwest Accreditation Alliance assessors will begin to assess our accreditation status. Thank you to Molly for all her hard work on this as it is a heavy lift but a very important job.
- Sgt. Anderson and I attended the ribbon cutting ceremony for the new addition of Liberty House to Woodburn. It was a great turnout with a lot of support.
- Our certified applicant for our last police officer vacancy position has successfully passed all phases of the hiring process and will be starting with Hubbard Police Department on May 28, 2024. We are very excited about this addition to our team and community and can't wait to introduce them.

- I attended the monthly Marion County Law Enforcement Executive Meeting at DPSST.
- The Hubbard Police Department team engaged with our community by holding a community event at the Hoodview Mobile Estates on Saturday, April 13, 2024 from 1-3 pm. We were able to use this time to network with community members as we got out in the community and met them where they were and introduce ourselves to them as their police department and the many ways we all can work together in the interest of public safety throughout Hubbard. We also answered questions and provided education and tips on how to protect themselves from becoming a victim of crime or a scam. More community events to come as we are making community engagement a top priority at Hubbard Police Department. Big thank you to the whole team, Sgt. Anderson, Officer Bentley and Hart (Officer Sapp is still attending the academy).
- I attended the 2024 Oregon Association Chiefs of Police Annual Conference – “Expanding Leadership Horizons” in Pendleton for the week of April 15. This was a great experience despite the long days there was a lot of value as I took part in multiple committee meetings, legislative updates, discussion about the overall history of the chief’s association and how it can help new incoming chief’s like myself, lots of good classes, vendors to help advance us in technology and the services we provide to our community as well as lots of networking with other chief’s some of which I have known for some time while there were several others who I met for the first time.
- I helped cover patrol on Sunday, 4/21, due to shortage of staffing, this was great fun for me and being out continuing to see all of our great community and businesses.
- A lot of other great projects and things are happening within the police department which I look forward to discussing in the months to come.
- On behalf of the great professionals of the Hubbard Police Department we all feel it is a privilege to serve our community of Hubbard. We appreciate the great support from city staff, city council and our overall community as a whole as we couldn’t do it without you all. THANK YOU!

Respectfully Submitted,

Donald E. Parise, Chief of Police
Hubbard Police Department

DIRECTOR OF ADMINISTRATION/ CITY RECORDER MONTHLY REPORT



To: CITY COUNCIL
From: VICKIE NOGLE, MMC, Director of Admin./City Recorder
Date: MAY 8, 2024
RE: REPORT FOR MAY 14, 2024, CITY COUNCIL MEETING

E-NEWS "WHAT'S HOP 'N HUBBARD"/ NEWSLETTER

In July 2024 the utility billing will be mailed monthly and at that time we are looking to publish a quarterly newsletter that will be mailed to the residents of the City of Hubbard instead of every billing cycle. We would like to move away from the frequent paper newsletter and move toward producing a monthly electronic E-newsletter that residents may subscribe to. The E-newsletter will be filled with news and community stories so you will be more up to date. You may have already received the first E-Newsletter that went out May 1, 2024, entitled "**What's Hop 'N Hubbard.**" I would like to give a big thank you to Megan Holstad and Julie Hedden for working on this project and making this come to fruition. The link to the What's Hop 'N Hubbard e-news is also being posted on Facebook and Instagram.

The following is an overview based on May 1, 2024, E-Newsletter:

Sent	392 (<i>The database is growing daily</i>)
Opened	199
Unsubscribed	1

Please submit your information for the June – July paper Newsletter no later than **June 13, 2024**. You can submit it in writing or e-mail the Administrative Assistant/Court Clerk Julie Hedden at jhedden@cityofhubbard.org. We are looking into the next paper Newsletter to be quarterly starting October 1, 2024 (October, November, December) four pages in English and 4 pages in Spanish. The quarterly Newsletter will be a separate mailing from the utility bill which we are looking into cost saving mailing options.

LAND USE PLANNING - PLANNING COMMISSION

- The Hubbard Planning Commission meeting May 21, 2024, at 6:30 p.m.
 - Variance to the setback request - Schweighardt (3364 Hillside Court – VA #2024-01).
 - Work Session – Buildable Lands Inventory (BLI) / Economic Opportunities Analysis (EOA) for the update of the Comprehensive Plan.
- Update from MWVCOG regarding G Street properties outreach letter for the potential Zone Change. (Zone Map update – ZC #2023-01). Staff prepared a draft letter and submitted it to MWVCOG for review and amendments. The MWVCOG is hoping to send the letter to the property owners within the next week.

CITY COUNCIL

➤ **JOINT WORK SESSION WITH PLANNING COMMISSION** - Can City Council meet June 18, 2024, at 6:30 p.m. for a joint work session with Planning Commission regarding the Buildable Lands Inventory (BLI) / Economic Opportunities Analysis (EOA) for the update of the Comprehensive Plan.

➤ **ELECTIONS** - The Mayor and two Council positions (Councilor Audritsh and Councilor Thomas) will be open for the General Election held November 5, 2024. The Mayor shall be elected for a term of two years, and the two Councilors shall be elected for a term of four years. The first day for local candidates to file a declaration of candidacy or nominating petition is June 5, 2024. You may obtain more information from the Secretary of State's Elections website at: <https://sos.oregon.gov/voting-elections/Pages/default.aspx>.

MUNICIPAL COURT

City of Gervais requested assistance with their Municipal Court. Administrative Assistance/Court Clerk Julie Hedden did help prepare and assisted with their May 9, 2024, Municipal Court.

BUILDING PERMITS

4 building permit applications were submitted from January - April 2024.

LASERFICHE UPDATE

(Update Laserfiche to allow the system to be an archivable records system).

- The configuration of the Records Management system, and the Templates to include destruction dates and add/remove templates has been completed.
- Next step-Scheduling of Audit Trail Implementation.

BUDGET

FY 2024-2025 Budget draft has been completed and submitted for the May 15, 2024, Budget meeting. Monitoring of the current FY 2023/24 Budget is ongoing.

BUILDING PERMITS

	Date Received & Sent to Co.	Date Received From County	Permit #	Applicant Name	Address	Map & Tax Lot #
12						
13	MC 1/18/2024	3/14/2024	555-23-010271-STR	LANELL ROBINSON-GALLANT CNST	2400 INDUSTRIAL AVENUE	041W33DD01001
14						
15	1/2/2024			HOLLEMAN PROPERTIES LLC	2694 INDUSTRIAL AVENUE	
16						
17	1/22/2024	4/8/2024	555-24-00077-STR	JM CUSTOM CONSTRUCTION	2330 Industrial Avenue	041W33DC01201
18						
19	3/20/2024	3/25/2024	555-24-002187-STR	CITY OF HUBBARD-PUB WORKS	2651 E Street	041WWAD05900
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BUILDING PERMITS page 2

	Type of permit	Permit Amount	Reciept #	ROW	Reciept #	City Fee	SDC	Reciept #	EXCISE TAX	Valuation
12										
13	TI-2 LVL OFFICE W/5 BATHROOMS	\$ 7,521.55	1.01363	N/A	N/A	\$ 1,117.67	\$ 8,823.00	1.014093		\$ 1,227,712.50
14		\$ 13,471.69	1.014093							
15	BATHROOM/ LUNCHROOM	\$ 797.85	1.013509							
16										
17	TI- OFFICE/MERCANTILE/STORAGE	\$ 1,387.64	1.013702	N/A	N/A	\$ 216.10	N/A	N/A		\$ 88,728.00
18	Total amount \$1252.44-credit due	\$ (135.20)								
19	Addition Pump House	\$ 148.68	N/A	N/A	N/A	N/A	N/A	N/A		\$ 11,700.48
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Date: May 2024

To: Hubbard City Council

From: Public Works Superintendent

Re: Public Works Report

- 1) The Splash Fountain project is on schedule to be completed by Memorial Day weekend. By the council meeting the plumbing and electrical work should have been completed. This leaves testing of the components and normal cleaning before the opening on May 24.
- 2) Public Works has posted a recruitment announcement for a Summer Parks Job opening. The main function for this position would be mowing parks. At the time that I was writing this report we have not received any applications.
- 3) Mowing of the parks is continuing as weather permits.

Updates from P.W. Administrative Manager's Office As of May 6, 2024 for May 14, 2024 Council Meeting

- 1. Consent Agenda:** On the Consent Agenda is a request to accept and authorize City Administrator Shawn Waite to sign Project Engineer Civil West's Water System Improvements Engineering Scope of Services Addendum #2.
- 2. Consent Agenda:** On the Consent Agenda is a request to accept and authorize City Administrator Shawn Waite to sign Rebuild-it Services Proposal No. Q105129-A for the WWTP Clarifier Re-build Project, Option 2 plus Recommended Drive Oil in the amount of \$65,871.45.
- 3. 2024 Spring Clean-up Event:** This event is scheduled to take place on May 17-19, 2024 at Barendse Park. In addition, on Saturday, May 18, 2024, large bulky items such as washers, dryers, microwaves, etc. can be dropped off at Republic Services between the hours of 8:00 to 2:00 – picture I.D. with a Hubbard address is required.
- 4. Emergency Operations Plan Update Project:** This project is moving into the proposal evaluation stage. I will be meeting with other proposer evaluators on Wednesday, May 15, 2024 to review and recommend award.
- 5. Wastewater Treatment Facilities Plan:** DEQ has officially approved this plan – please see attached letter. I have started the project closeout process, to include submitting the grant reimbursement paperwork to Business Oregon. Next steps moving forward include scheduling the funding one-stop meeting, as I spoke about at the February 27, 2024 special council meeting. As Council is aware, funding has already been awarded through the legislature for both the Dewatering Screw Press Equipment Project and the Industrial Lift Station Upgrade Projects. In addition, I will be moving forward with both the water/wastewater rate study and SDC methodology update projects in the coming weeks. These studies pull information from both the water and wastewater approved capital improvement system improvements, so have been on hold pending DEQ's approval of the facilities plan. The RFP for the U.V. Disinfection System Equipment Pre-procurement is out, with proposals due May 17, 2024.
- 6. Upgraded Meter Read Equipment:** Staff has been experiencing ongoing difficulties with the current meter read hand-held device equipment. This equipment has now been replaced with a much more user-friendly cell phone read system. Total upgrade cost was \$1,150. Staff training on this new equipment was completed by the vendor on Monday, May 6, 2024 for both administration and operations. We are looking forward to putting this equipment to work at our next scheduled meter read cycle on June 11, 2024! I plan to surplus the old hand-held equipment once we have been through a complete meter read cycle using the new system, as there may be other agencies still using this technology for their systems.

7. **National Public Works Week - May 19-25, 2024:** *This year's theme is "Advancing Quality of Life for All."*

Training Update:

P.W. Superintendent Mike Krebs: Attended the mandatory Pool & Spa re-certification training on April 29-30, 2024. Training was followed by a 3-hour final exam completion with a score of 94%. Certification is valid for 5-years.

Utility Worker I Bill Doversberger: Scheduled to take the State of Oregon Water Distribution Operator Class 1 operator certification exam on May 29, 2024.

8. **Annual Reports:** All annual reports have either already been completed and submitted or are on track to be submitted to the appropriate regulating agencies prior to mandatory due dates.
9. **Budget Work:** Current 2023/24 budget monitoring and procurement/projects continue, and public works draft 2024/25 budget has been completed in preparation of the upcoming budget committee meeting on Wednesday, May 15, 2024.
10. **Public Works Dashboard:** The Public Works Dashboard is included in the council packet and is updated as of May 5, 2023. A reminder that, as requested, all completed projects have been removed from the list.



April 17, 2024

Melinda Olinger, Public Works Administrative Manager
City of Hubbard
PO Box 380
Hubbard, OR 97032

Re: City of Hubbard – DEQ Approval of Wastewater Facilities Plan
WQ – Marion County
NPDES# 101640 / EPA ID# OR0020591

Dear Melinda Olinger,

DEQ approves of the Wastewater Facilities Plan for the City of Hubbard, dated April 2024. This plan was received electronically on April 15, 2024, from Matt Wadlington, P.E., with Civil West Engineering Services and adequately addresses DEQ's comments.

This approval is valid for five years. If implementation of this plan is not completed within five years of this letter, please consult DEQ Clean Water State Revolving Fund staff to ensure the proposed plan and issues are still timely. An update or new facilities plan may be required after five years.

Overview of Plan

The plan includes a review of the existing wastewater facilities including the collection system, treatment system, and waste sludge management. The need for the project is based on the following:

- 1) The wastewater treatment plant effluent frequently exceeds the thermal load limit specified in the discharge permit during the dry season.
- 2) The lift station pumps are past their design life and showing signs of underperformance of their original design criteria.
- 3) The existing solids dewatering process underperforms at existing conditions and will be undersized for the projected future solid rates.
- 4) The existing UV disinfection system is not sufficient in regard to redundancy and reliability.
- 5) The city lacks a redundant secondary clarifier.
- 6) The collection system has potential line breaks and areas that have direct sources of stormwater inflow and infiltration.
- 7) The headworks screen has difficulty managing loads of fats, oils, and grease.
- 8) The existing aeration equipment is expected to surpass its useful life by the end of the planning period.
- 9) The existing outlet pipe from Digester #1 frequently clogs.

The recommended high priority projects include lift station improvements, constructing a secondary clarifier, replacing mechanical components of the polishing clarifier, installing a dewatering screw press, retrofitting the disinfection system, improving riparian corridor around Mill Creek to offset the facilities excess thermal load, and rectify I/I sources. DEQ agrees that the recommended alternative will meet current regulatory requirements.

What does this approval mean?

DEQ's approval means that the plan satisfies the Clean Water State Revolving Fund planning requirement for an engineered planning document under Oregon Administrative Rule 340-052-0022(6)(a). This is not an approval for CWSRF funding. The City of Hubbard may use this plan to apply for CWSRF funding for the projects in the plan. Funding agencies will need to review additional finance information to determine funding for the project(s). Additionally, DEQ's approval does not apply to USDA Rural Development, Business Oregon, and other funding agencies, who may require additional information and/or plan revisions.

Next steps

If you have not already done so, the next step is to request a One Stop Financing Roundtable to determine funding alternatives. See <https://www.oregon.gov/biz/Publications/One-Stop.pdf> for more information.

While the plan provides preliminary information on environmental issues, it does not meet the requirements for a National Environmental Policy Act review as required if state or federal funds are sought to fund this project. The City of Hubbard will need to prepare a separate environmental review document. The contents of the environmental review document vary by funding agency. See *Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities* (<https://www.oregon.gov/deq/FilterDocs/FacilitiesPlansGuidelines.pdf>).

To avoid extra work and expense, DEQ recommends that the city wait to authorize final design until a pre-design report is reviewed and agreed upon by the City of Hubbard and DEQ. See DEQ's guidance document "Guidelines for Writing Wastewater Engineering Design and Pre-Design Reports" (<https://www.oregon.gov/deq/FilterRulemakingDocs/div52-designrpts.pdf>).

DEQ looks forward to working with you on this project. Please address all submittals to my attention and contact me at 503-467-9441 or julie.ulibbarri@deq.oregon.gov if you have any questions.

Respectfully,

Julie Ulibarri
Clean Water State Revolving Fund Technical Specialist

cc: WQ Engineering File, DEQ Eugene Office
Mike Krebs, Public Works Superintendent
ec: Matt Wadlington, PE, Civil West
Tim McFetridge
Ranei Nomura

PUBLIC WORKS MONTHLY PROJECT DASHBOARD

Revised: May 5, 2024

Project Summary Status

BLUE FONT = RECENTLY ADDED

Status Key		
On Track	Delayed	
Ongoing	At Risk	
Pending	Completed Projects Hidden	

Status	Project	Phase	Owner	Projected Completion	Status Summary
	2024 Splash Fountain Mechanical Upgrade Project	1 of 1	P.W. Superintendent	5/20/2024	Staff continues moving forward with this project and it remains on schedule to be turned on for the 2024 season on Memorial Day weekend. Work continues on the Splash Fountain. The Marion County permit was approved, and a notice to proceed has been issued for the concrete work. Staff has begun putting together the structure off-site. The electrical components have been removed and the final piping modifications and infill of the excavation site and vault are scheduled for completion the week of March 4, 2024. It has been determined this project is required to go before the planning commission for approval of the proposed building. It is scheduled to be included on the March 19, 2024 planning commission meeting agenda, however an approval delay could result in a delayed project completion.
	2023/24 Water Rights Project (Well #4 & Barendse Park	2 of 2	P.W. Administrative Manager	12/31/2024	The Request for Assignment paperwork is complete and will be submitted to Oregon Water Resources following the next check run cycle. PSA executed and Staff is gathering requested documents.
	2024 Mandatory City-Wide Backflow Testing	1 of 3	P.W. Administrative Manager	12/31/2024	Initial test notices scheduled to be mailed no later than June, 2024.

Status	Project	Phase	Owner	Projected Completion	Status Summary
	2022 City Shop Yard Access Improvements	1 of 2	P.W. Superintendent	06/30/2024 6/30/2023	General clean-up continues as time allows. The emergency generator access gate has been installed. Staff continues to work on general clean-up and organization. Work at the Shop continues. The shop yard clean-up has begun. Utility Worker II Juan Hernandez has initiated the procurement of materials for this project. Project design stage.
	"G" Street Sidewalk Improvements (R.R. Crossing ROW)	2 of 3	P.W. Superintendent	12/31/2024 Pending U.P. Schedule	Proposals were received, with just one who stated they would be able to be in compliance with Union Pacific's contractor guidelines. P.W. Superintendent is coordinating final steps with ODOT Rail and Union Pacific. Requests for proposals will be requested for project completion in coordination with ODOT Rail and Union Pacific. This project is moving towards construction in the 2024 construction season. The contractor will be required to complete for Union Pacific's approval a "Contractor's Right of Entry." The Agreement has been fully-executed, and an initial quote has been received. Two additional quotes will be requested. Agreement is on the September 12, 2023 Consent Agenda. P.W. Administrative Manager contacted U.P. the week of July 17, 2023, and was told the final agreement will be forwarded for execution. Staff is waiting for the final agreement from Union Pacific, after which it will be presented to Council for acceptance and authorization for the Mayor to sign. P.W. Administrative Manager Melinda Olinger and P.W. Superintendent Mike Krebs will meet regarding legal comments/suggestions, after which will be forwarded to U.P. Pending.
	2022 Water System Emergency Response Plan update	1 of 1	P.W. Administrative Manager	12/31/2024 6/30/2022	Draft Plan 65% complete.

Status	Project	Phase	Owner	Projected Completion	Status Summary
	2022 Water System Improvements Project	1 of 3	Phase 1: P.W. Administrative Manager; Phases 2-3 P.W. Superintendent	12/31/2026	<p>The signed letter of intent from the property owner has been received for the procurement of property for the new Well #1 site. Staff is beginning the next steps in the land acquisition process. The equipment pre-procurement RFP is out, and proposals are due on June 4, 2024. A pre-app meeting was held by the project team in regards to the property acquisition for a replacement site for Well #1. Approval to shift the use of the MCARPA funds has been approved, and the equipment pre-procurement RFP's are close to final. Staff is in the process of working with the City Planner on background requirements in anticipation of submitting a letter of intent (LOI) for a potential property acquisition to relocate Well #1. Procurement requests for proposals are being prepared and reviewed for time-sensitive equipment. Staff is working to complete the construction mitigation plan. The City is requesting a shift of MCARPA fund use towards equipment pre-procurement to ensure lag-time won't effect the overall project schedule. Staff is in the planning process of a replacement well site. Project Kick-off meeting held. Staff working on equipment pre-procurement; potential well sites; weekly project team meetings held; Engineering Design Report is final and will be submitted to Marion County. The draft Engineering Design Report is complete and and Staff is currently reviewing. Work continues to move forward. Preliminary engineering is close to completion, and the initial request for fund reimbursement will be submitted in the coming weeks. P.W. Administrative Manager submitted requested project update information to Marion County. Our project team is scheduled to meet on July 13, 2023. Following this meeting P.W. Administrative Manager anticipates a push of updated project information to go out to the community. Our annual MCARPA project site visit has been scheduled with Marion County representatives for Monday, July 31, 2023. Preliminary design in development. Final review in progress. RFP for</p>

Status	Project	Phase	Owner	Projected Completion	Status Summary
	2023 Water System Improvements Project Phase 1B	1 of 3	P.W. Administrative Manager	12/31/2026 TBD	See 2022 Water System Improvements section above (combined). Engineering Design Report is final. Request for Council authorization to assign this project to City Engineer Matt Wadlington, Civil West as allowed in the personal services agreement. P.W. Administrative Manager has included Resolution No. 764-2023 on the August 8, 2023 consent agenda. Loan documents have been received and are being processed. Loan approved. Agreement is being drafted. Loan application submitted. Public Works Administrative Manager is working with our project team to complete and submit the official SDWRLF application.
	2022 Biosolid Management Plan Update	2 of 2	P.W. Superintendent	06/30/2024 12/31/2022	P.W. Superintendent is working to coordinate the 2024 disposal. In addition, staff is coordinating with Republic Services for potential disposal of the remaining cake material at the lower WWTP. In addition to the land application site approval renewal, staff plans to complete a cost analysis on additional disposal methods. Coordination with DEQ is moving forward. The land use compatibility statement is complete and fully-executed. No comments were received from the public comment phase. P.W. Superintendent is working with the City's Engineer to complete the initial DEQ monitoring requirement. The public notice phase has begun. Documents have been submitted to DEQ. Project is 70% complete. 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	P.W. Superintendent	TBD 6/30/2023	This project has been delayed and will be scheduled for completion in early 2024/25. Budgeted for 2023/24. Project pending.

Status	Project	Phase	Owner	Projected Completion	Status Summary
	2022 Fuel Storage System Plan	1 of 2	P.W. Administrative Manager	06/30/2024 6/30/2023	Staff continues to hold for the agreement paperwork from OEM. Notice of award for the Fuel Transportation, 900 gallon equipment was received on March 11, 2024. Staff anticipates receiving the agreement paperwork in the coming weeks. P.W. Administrative Manager submitted an application for a 2024 SPIRE grant for fuel storage equipment. Oregon Emergency Management is still in the process of recruiting their application review team, so there is not currently a date for award notices. Budgeted for 2023/24. Research/partnership in progress.
	2022 Emergency Operations Plan Update	1 of 2	P.W. Administrative Manager	TBD by Marion County 12/31/2023	Pending Marion County contractor procurement. P.W. Administrative Manager is scheduled to participate in the RFP review and recommendation for award on May 15, 2024. P.W. Administrative Manager will be assisting Marion County in the application review and will be on the interview phase of the procurement process for a contractor. Grant received pending agreement execution. Redline begun.
	2022 Safety Manual Plan Update	1 of 2	P.W. Administrative Manager	12/31/2024	Draft plan scheduled to go to Departments for comments by 05/31/2024. P.W. Administrative Manager completing final draft review. Draft 60% complete on new OSHA-required heat safety program requirements.
	2024/25 P.W. Budget	1 of 3	P.W. Administrative Manager	6/30/2024	Public Works budget has been submitted to City Administrator to be presented to the Budget Committee on Wednesday, May 15, 2024. Planning for the 2024/25 budget is currently on-going.

Status	Project	Phase	Owner	Projected Completion	Status Summary
	2022/23 Sidewalk Repair Project	1 of 1	P.W. Administrative Manager	TBD	Sidewalk projects continue to be approved and completed throughout the City. Work continues to move forward, and some projects have been completed and requests for reimbursement submitted for processing. To date 30 ROW permit and sidewalk program applications have been submitted. 3-have been approved and are pending construction. Several applicants plan to complete driveway approach improvements which requires an additional layer of staff and planning review. 50-notices for repair/replacement are scheduled to go out no later than the week of February 26, 2024. A few property owners have already started the process based off the pre-notices sent out in November, 2023. Pre-notices sent out for spring, 2024 construction. As weather permits, additional sidewalk improvements will be completed. P.W. Administrative Manager Melinda Olinger continues to work with property owners working towards project completion. To date five property owners have completed their projects and received reimbursement through the sidewalk program. Working with property owners. Additional notices sent out with repair options. In contact with and working with the property owner of 3269 3rd Street.
	8th Street Pathway Clean-up	1 of 2	P.W. Administrative Manager	TBD	P.W. Administrative Manager plans to discuss options for moving forward with the City Administrator. P.W. Administrative Manager is coordinating a meeting with both Marion County and the developer to get project buy-in. 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.

Status	Project	Phase	Owner	Projected Completion	Status Summary
	2022 T-Mobile Water Tower Lease Audit & Potential Amendment Project	1 of 2	P.W. Administrative Manager	6/11/2024	T-Mobile has had another change of project staff, however it is anticipated this project will be complete by May 24, 2024. P.W. Administrative Manager is working with new T-Mobile project staff, and anticipates the lease agreement will be ready for execution by March, 2024. This project experienced another delay, as T-Mobile had project staff changes. The addendum is pending final approval from legal. P.W. Administrative Manager continues to work with T-Mobile reps regarding the new equipment requested to be located at the Water Tower site. Negotiations have begun. This project has been re-opened due to T-Mobile's request for additional equipment to be located on-site (generator). The amendment will go back into negotiations for additional fees for the requested equipment. This project is complete and has been included in the April 11, 2023 Council Consent Agenda for adoption. P.W. Administrative Manager Melinda Olinger continues work with legal and T-Mobile representatives. Comments and revisions forwarded to T-Mobile representatives December 27, 2022. 11/08/2022 notified by T-Mobile that in response to a recent merger they are auditing all lease agreements to ensure there is not duplication of coverage.
	2024 Water/Wastewater Rate Study	1 of 2	P.W. Administrative Manager	1/30/2025	The Wastewater Facilities Plan Update has been approved by DEQ. P.W. Administrative Manager will begin the rate study RFP process in the coming weeks. This project is included in the proposed 2024/25 budget. Budgeted for 2023/24 completion. Project pending water/wastewater improvements project funding forecast completion.
	2024 SDC Methodology Update Project	1 of 2	P.W. Administrative Manager	1/30/2025	The Wastewater Facilities Plan Update has been approved by DEQ. P.W. Administrative Manager will begin the SDC study RFP process in the coming weeks. This project is included in the proposed 2024/25 budget. Budgeted for 2023/24 completion. Project pending for wastewater plan completion to include recommended CIP.

Status	Project	Phase	Owner	Projected Completion	Status Summary
	Tennis Court Rehab	1 of 2	P.W. Administrative Manager	9/30/2024	This project is moving into the RFP stage, for completion planned in the 2024 construction season. Public Comment/Discussion scheduled for January 9, 2024 council meeting. Outreach planning continues in regards to adding pickleball court(s) to this project. Council requested Staff consider low-energy lighting in the project scope. Initial door hangers requesting feedback were posted on adjacent property doors. A change in project scope to add a pickle ball court, is being considered. This option would open the door for additional recreational users, while still providing an area for tennis recreational users. An RFP is being drafted and will be forwarded to contractors, with a planned project completion in the spring, 2024. Project budgeted for 2023/24. Project pending.
	2022 COOP Plan Update	1 of 1	P.W. Administrative Manager		Living document. Project pending.
	Cross Connection Ordinance and Program Update	1 of 1	P.W. Administrative Manager		Caselle is being updated. Program update has begun. Project scheduled for 2023/24.
	Drinking Water Protection Plan Update	1 of 1	P.W. Administrative Manager		Living document - project pending.
	Parks Master Plan Update	1 of 1	P.W. Administrative Manager		Living document - project pending.
	GIS Mapping Updates to include precise meter locations	1 of 3	P.W. Administrative Manager		The Zone map is complete, and the Comp map is in progress through the COG. Project schedule pending.

Status	Project	Phase	Owner	Projected Completion	Status Summary
Yellow	WWTP Mandatory NPDES Permit Requirement Actions		P.W. Superintendent		Permit approved and issued. Staff has begun mandatory actions. Schedule pending final NPDES permit approval.
	City Hall Toilet Replacement	1 of 2	P.W. Superintendent	TBD	A contractor is assisting in locating a usable replacement. Pending.
	City Hall Window Replacement Project	1 of 2	P.W. Superintendent	TBD	Proposals have been requested. Pending.
Red	P.W. Annual reports and testing.	Multiple	P.W. Administrative Manager	Ongoing	Ongoing . Additional detail to follow.
	P.W. Annual events.	Multiple	P.W. Administrative Manager	Ongoing	Specific event information will be included in the P.W. Administrative Manager's monthly update report. Additional detail to follow.
	DEQ Monthly Discharge Monitoring Report.		P.W. Superintendent	Ongoing	Ongoing . Additional detail to follow.
Pink	Bi-annual Biosolids Disposal	1 of 1	P.W. Superintendent	Ongoing	Ongoing. Schedule is dependent on weather and disposal site's need. Additional detail to follow.

CITY OF HUBBARD
CITY COUNCIL MEETING MINUTES
APRIL 9, 2024

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

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

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

STAFF PRESENT: City Administrator Shawn Waite, Director of Administration/City Recorder Vickie Nogle, Public Works Superintendent Michael Krebs, Police Chief Don Parise, Public Works Administrative Manager Melinda Olinger, Administrative Assistant / Court Clerk Julie Hedden, Holly Byram, MWCOG City Planner.

GOAL SETTING SESSION – City Administrator Shawn Waite. City Administrator Shawn Waite said the goals and priorities the City Council sets will help how we build the budget. Budget Development has been started for the next fiscal year, but the final modifications or adjustments will include prioritizing the goals that are established at this meeting by Council.

City Administrator Shawn Waite showed a PowerPoint presentation summarizing the information that was gleaned from the Community Visioning Project that was funded by the Ford Foundation. She said the purpose of the Visioning Project was to receive community input as to what amenities or improvements the community would like the City to focus on.

City Administrator Shawn Waite explained there were four town hall meetings, two surveys that went out, and multiple conversations with community, business owners, and different interest groups throughout the city, as well as some partners outside of the city. After gathering all the information five focus areas were identified: a vibrant economy and small business base, a safe and connected community, an involved, diverse, and caring community, a livable community, and community pride identity. Furthermore, she said within the focus areas there were specific project and considerations listed by the Hubbard community.

City Administrator Shawn Waite said there are some projects identified that are already in progress such as movies in the park, pickle ball courts, clean-up on 3rd Street, a dog park, new playground equipment in Rivenes Park, and planning a city clean-up day for mid-May.

City Administrator Shawn Waite stated some of the project ideas that came out of the Visioning discussions are: business retention efforts, sidewalk construction and maintenance, walking trails, bike paths, street lights, pedestrian crossings, beautification of Pacific Highway 99E, supporting diversity, update playgrounds, a new park east of Pacific Highway 99E, preservation of greenways, clean up Pacific Highway 99E, 3rd Street, and G Street, more community events, and a community center and library.

City Administrator Shawn Waite said some of the considerations for City Council is to mitigate any risks, look at economic development and sustainability for the community, recognize our aging

infrastructure, consider our revenue challenges, and capitalize on opportunities such as policing services and community connections.

Mayor Charles Rostocil said he attended half of the Community Visioning meetings and there was a consensus there is no sidewalk on Pacific Highway 99E between D Street and G Street. He suggested trying to engage with ODOT (Oregon Department Of Transportation) to see if we could possibly form a partnership with them to do the improvements and beautification along that section of Pacific Highway 99E. He stated revitalizing the areas from Pacific Highway 99E to 3rd Street and encouraging businesses to come to Hubbard was also an area of importance as well as cleaning up the city and the parks. Furthermore, he said the other issue was having safer pedestrian crossings and being able to safely walk throughout the city.

City Councilor James Yonally said safety on Pacific Highway 99E is something we could address with ODOT and working with them to approve traffic flow to reduce traffic incidents, and possibly putting in a flashing crossing light or median in the middle to help people get across. He stated some of the other areas he feels are important are livability issues, such as getting more walking/biking paths, and business promotion and bringing more businesses into town.

City Councilor Joseph Steininger said he would like to see the city continue to move forward with water and sewer improvements, establishing a dog park, and creating pickle ball courts. He said he also likes the idea of a community center, safer walking, and pedestrian crossing on Pacific Highway 99E. He stated he would like to focus on how to encourage businesses to come into the city, such as a fresh food restaurant or market.

City Councilor Tyler Thomas said in looking at this from a goal setting perspective, there are three buckets. The first one is infrastructure and safety, we need sidewalks, streets, and water and wastewater that works. The second would be is to start attracting businesses, if people can get around and everything looks good, people will want to come here, which would drive people to want to build right, and that would increase revenues to the city. He said the third bucket would be amenities, if we can do the first two things properly, we will have the money for walking trails, and other amenities for the city.

City Councilor James Audritsh said we can't do much about Pacific Highway 99E, because it is under ODOT's jurisdiction, and our hands are tied. He stated our focus should be on what we have control over such as continuing to get sidewalks fixed, cleaning up the parks, and progressively improving the city without improper taxation.

City Administrator Shawn Waite said she agrees, and City Council can continue to set the priority of improving Pacific Highway 99E, and staff can work to lobby for it by leveraging elected officials such as Marion County Commissioners and the legislature. She stated we have no control over forcing ODOT to get something done, but we can make communication with them a priority, and push them from a public safety standpoint.

The consensus of City Council is to continue to make infrastructure as a priority and continue with the wastewater and water pressure project, continue to invest in safe and improved sidewalks, streets, and pathways, keep the parks clean and well maintained, beautification of the city, encourage active development in industrial areas, and revitalization of commercial areas.

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Mayor Charles Rostocil said realistically we can't do much with Pacific Highway 99E, so that would be a wish list item.

City Administrator Shawn Waite agreed but said we could potentially do some beautification in the right of way areas, and we can look at Pacific Highway 99E to 3rd Street and start pushing economic development of that area.

City Administrator Shawn Waite said she will come back to City Council in May with the priorities and a project list, so the City Council will be able to manage performance.

City Councilor James Yonally told Public Works Superintendent Mike Krebs that the Merry –go–round in Winchester Park does not move very well and needs fixed. He also asked if some picnic tables could be added to the dog park when it is installed.

City Administrator Shawn Waite said she will look into getting picnic tables at the dog park.

APPEAL MAJOR VARIANCE, #VAR 2023-01 / RUDOLPHO & MARIA ARELLANO – 3664 5th STREET (041W33AA10600). Mayor Charles Rostocil opened the Public Meeting at 7:13 p.m.

Mayor Charles Rostocil read the legislative hearing statement.

City Planner Holly Byram, MWVCOG, read the criteria standard script.

Mayor Charles Rostocil asked if any member of the audience had any objections to the notice that was provided. There were none.

Mayor Charles Rostocil asked if any member of the audience wishes to challenge the jurisdiction of the City Council to hear this matter. There were none.

Mayor Charles Rostocil asked for any declaration of ex parte contact, bias, or conflict of interest.

City Councilor James Yonally said he can see the property from his house and drives by it frequently.

Mayor Charles Rostocil said he has visited the property.

City Councilor Tyler Thomas and City Councilor Joseph Steininger both said they have walked and driven by the site.

Mayor Charles Rostocil asked if any member of the audience wish to challenge the impartiality or ex-parte disclosures of any member of the City Council. There were none.

City Planner Holly Byram, MWVCOG, summarized the staff report, pages 1 through 13, with additional exhibits.

City Planner Holly Byram, MWVCOG, explained this is an appeal hearing to a Planning Commission decision made on a major variance, regarding a driveway accessing a residential property in the R1 zone that was actually already permitted and constructed. The nature of the

appeal is the Planning Commission appealed a portion of the variance request and the applicant is here this evening hoping the City Council will grant their full variance request.

City Planner Holly Byram, MWVCOG, stated the Hubbard Development Code does not specifically define a driveway, it does define several other things, one of which is the parking space. In that definition of a parking space it distinguishes between the parking space and the maneuvering accessing and driveway surfaces, so in that definition it separates the two. She said there's also a definition for front yard and that is essentially the full front part of the property from the plane of the house to the property line.

City Planner Holly Byram, MWVCOG, stated in 2.401.10. of the Hubbard Development Code there's a standard that says no parking is allowed in the front yard, exclusive of driveways. She said the question before the Planning Commission was the applicant has an existing single family home without a garage, there is about 15 feet between the side of the house and the property line, so there was not a great deal of parking available to the applicant. The city code requires a house to have a garage or a carport, but this is an existing dwelling built in 1942 so there is no garage. Furthermore, she said the development code requires a house to have two parking spaces and the applicant couldn't get that side by side in that 15 - foot area, so the applicant requested a variance to allow some of their parking and driveway in their front yard to overlap the front of the house because there is no garage to park in front of.

City Planner Holly Byram, MWVCOG stated the variance request was for 21 - foot overlap in front of the house, so it would have a 15 - foot driveway width plus a 21-foot width, equaling 36 feet total, which complied with the public works standards and that was permitted and constructed. She said the issue is this is a pretty unusual circumstance where there's no garage and so the parking is in front of the house in the front yard. Staff recommendation to the Planning Commission was that they allow a partial variance to allow the applicant to at least meet the minimum off street parking standards for a house, which is 2 vehicles. The Planning Commissions motion was to approve the variance allowing for a 21- foot wide driveway allowing for two vehicles side by side, which means the Planning Commission approved part but not all of the variance request.

City Planner Holly Byram, MWVCOG said included in the staff report is the variance decision criteria as well as some findings. She said essentially for a variance request an applicant is obligated to demonstrate that they have a unique or unusual circumstance, and, in this case, staff agreed there is a unique circumstance. This is a historic house that limits the off street parking and so staff did support a partial variance there to give them some relief.

City Planner Holly Byram, MWVCOG, said it is important to acknowledge this land use decision pertains only to the nature of allowing parking and the driveway to overlap the front of the house. She said this land use decision does not address the construction within the public right of way, so we're not talking about the type of concrete or the way the driveway shoulder was constructed.

City Planner Holly Byram, MWVCOG, said in the applicant appeal application you'll note that he states he believes that he performed his due diligence and that he reached out to the city for review and permitting. She said the applicant was approved and that is why he constructed the driveway to the full 36-foot width. She went on to say in the staff report there is a statement from the city attorney, which offers a little more guidance. The attorney's statement says when he reads the code sections, he believes the only approved improvements allowed in the front yard is the driveway, and parking would not be allowed without a variance.

City Planner Holly Byram, MWVCOG, said Staff and Planning Commission supported a variance approval for the applicant allowing for two vehicles so that is approximately a 21- foot wide driveway with conditions of approval.

City Planner Holly Byram, MWVCOG, said the City Council will hear from the applicant and any other people who establish standing during the initial hearing. She said this evening is not starting all over with the review rather it's identifying if there was an error made by the Planning Commission in their decision and their findings. Furthermore, she said this evening the City Council can uphold the Planning Commission decision, revise the Planning Commission decision, deny the applicant completely or there is an option to continue the public hearing. She noted the state provides a 120-day deadline for a local decision and we are up against that deadline, so the only way this public hearing can be continued this evening is if the applicants consent to extending that deadline by another 30 days.

Mayor Charles Rostocil asked if there were any questions of staff from the City Council. There were none.

Mayor Charles Rostocil asked if the appellant of their representative would like to speak.

Rudolpho Arellano, the appellant, 3664 5th Street, Hubbard, OR, said when he started this whole process he put in a proposal to the city for a driveway, that the City kicked it back to him because he had the driveway at 40 ft. across, and he was told the widest you can go is 36 ft. across. He went on to say the City reviewed it again and then came out and did a pre-inspection and allowed him to pour his driveway. Furthermore, the appellant said that gave the City three different times to tell him he needed to change things, and they didn't during any of those reviews.

Rudolpho Arellano stated he did everything that was asked of him, and it is not his fault the City Public Works paperwork and guidelines don't match up with the City Ordinances wording. He went on to say he put in his paperwork and the City had multiple times to have him change and fix it, but never did. He said he has spent a lot of money and is now here because he has a neighbor who is unhappy with his driveway. Furthermore, he said the Planning Commission allowed him 21 ft. wide for his driveway, but his neighbor across from him has a 2 car garage and his driveway is 27 ft. in width.

Rudolpho Arellano, said he went around town and took pictures and measurements of many driveways that are not in compliance, some are 32 ft wide, and feels he is being singled out. He showed the City Council the pictures he took and added that some of the pictures show people

parking in front of their houses. He went on to state that he had jumped through every single hoop, paid for the permitting, and the minute he submitted his paperwork the first time the City should have caught it and not signed off on it. Furthermore, he said the Planning Commission in the last meeting asked why this was the first time they were seeing this, so if the City didn't go through all the steps they should have, it is the City's fault and not his fault.

Rudolpho Arellano stated his family has been here since 1963, and he has spent a lot of money fixing up his house and a lot of money on his driveway and looks 100 times better than a lot of the homes in this area. Furthermore, he stated he doesn't even use the whole driveway, but feels he should be able to use it whenever he wants, because at the end of the day the City had multiple chances to fix this and keep him from spending all that money, and now they just want him to eat the cost.

Mayor Charles Rostocil asked if any other parties would like to make testimony or speak.

Matt Kennedy, 3635 5th Street, Hubbard, OR., stated he agrees that Mr. Arellano did an amazing job fixing up his house, but that is separate from this issue. He said this case highlights the blurred lines between land use, private property, and city right-of-way permits. He said it's hard for many owners to make a distinction between these different kinds of permit applications, the good contractor certainly knows the difference. He said in this case he warned the contractor where some of the issues were pertaining to city code, and it dismissively stated that they had all of the necessary permits, but that obviously wasn't the case. Furthermore, he said public works doesn't have the authority or ability to approve land use matters and the right away permit only covers work on city property, the right-of-way permit has nothing to do with land use on a private lot.

Matt Kennedy, said he sympathizes with the homeowner if he truly thought the right-of-way permit meant he could create a parking lot in the front yard. He went onto say it is unfortunate he has been put in the difficult position, however, not knowing the rules or laws doesn't make any of us exempt from following them, and if the city is to hold everyone to a standard, they are going to have to hold everyone to that standard.

Matt Kennedy, said he move back to Hubbard in 1998 and bought a house in an R1 residential zone, which has certain standards including a 7000 square foot minimum lot size. He said about five years after he bought his house, two homes were built across the street from him by the applicant's family. He stated they were on substandard size lots for this zone and he understood why and has no problem. He said they were not required to put in sidewalks and most every other new construction had to, including himself and he has a problem with that. He went on to say they also built single car garages with narrow driveways, and this is obviously not adequate to provide enough parking for the use of these two homes. He said now through this process the city is saying the standards is a double driveway, the applicant saying the standards is a double driveway, so he doesn't know how these two homes got by with the single driveway and a single garage.

Matt Kennedy, said this current project has stacked more cars lined up which was already was a high density with bumpers and license plates. He stated as a quick reference, a dense commercial zone like Walgreens would have 11 cars and 100 feet of frontage, which would be a commercial standard for us of parking. He said for the past 25 years he has parked almost exclusively in his

side and rear yard, and the applicant has the opportunity to do the same on his corner lot. Furthermore, he stated this is a broader issue than any person or any project, this is about how the code is written and how we want Hubbard to look.

Matt Kennedy said the City Council, as the Planning Commission did, must validate if the code is reasonable and enforceable and he believes that it is. He said this is not a commercial business or commercial zone, this is a residential front yard and it's currently filled with cars. He stated he doesn't know of any residential codes that allow this, and Hubbard's Codes not seem to allow either. Furthermore, he said he has sold many homes for the last three decades and the nicest neighborhoods to hold the best resale values do not have yards full of cars.

Matt Kennedy said the applicant has made note that it's none of his business and that he should mind his own business, but he disagrees, his property value is his business. He said his neighborhood and his community is important to him and when he has done projects he has had to put in sidewalks. He went on to say he has had to comply and had to pay for land use decision many times.

Matt Kennedy asked the City Council to uphold the Planning Commission decision. He said they already granted the applicant leniency by letting him widen the driveway beyond what was allowed for the code, and when the situation like the sidewalks get an "oops we'll get it next time" we still have the mistake to look at for decades.

Mayor Charles Rostocil asked if the appellant would like to address any of the testimony.

Rudolpho Arellano, the appellant, 3664 5th Street, Hubbard, OR responded that he was not involved in the building of the houses that Matt Kennedy is referring to, it was his grandfather-in-law, but they went through the process and passed everything so they were built. He said they have done everything that was expected of them to this point, and the burden shouldn't fall on his shoulders because the City of Hubbard, and Public Works does not have their stuff together, and this will keep continuing to happen if they do not get things together.

Rudolpho Arellano, reiterated that he has done everything he was asked to do, and he should be able to use his driveway because he paid for it, complied with all the City's requests and got all the paperwork done. He said the City allowed him to spend his money, so they should allow him to use his driveway.

Rudolpho Arellano, stated he has never had anything personal against Mr. Kennedy, but he feels like it is personal. He said he sees the city getting fixed up and look nice, and that is all he was trying to do. He went on to say he could have knocked the house down and built a new one, but wanted to keep the small town charm by just fixing up the one that was built there in 1942. Furthermore, he said those little houses built around here are the face of Hubbard, it is a small town and that is what has made Hubbard beautiful.

Mayor Charles Rostocil asked if the City Council had any questions for the appellant.

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Mayor Charles Rostocil asked if there were any additional questions from the City Council or Staff.

City Councilor Joseph Steininger asked if anyone ever told the appellant that he needed a land use permit for his driveway.

Rudolpho Arellano responded no, he said all he was told when he put in the proposal for the driveway is that he had to fill out the paperwork and Public Works would then send it over to City Hall, and then once they signed it he was good. He went on to say they did not tell him he had to include any other paperwork.

City Councilor James Yonally stated he was looking over the minutes from various meeting and he noticed the dollar amount that the appellant spent was not consistent. He said in the February 20, 2024, Planning Commission meeting minutes the appellant said he spent almost \$100,000 on concrete, and the most recent statement says \$17,600.

Rudolpho Arellano responded \$17,600 is the cost of the section that they do not want him to park in.

Mayor Charles Rostocil closed the Public Hearing at 7:49 p.m.

City Councilor Joseph Steininger said it is hard to figure out what permits are needed and what is not, and so he relies on the City to tell him what he needs. He went on to say the appellant has done his due diligence and at this point we should not limit where he parks in his driveway.

City Councilor Tyler Thomas agreed this is an unfortunate situation. He went on to say when the appellant showed the Council the pictures, that brought more questions than answers, is there a standard, what is the standard, do we retroactively go back, and how do we make everyone fit the standard. Furthermore, he said it doesn't seem like there is a standard and there were errors made in this process by both parties.

City Councilor James Audritsh said he appreciates both sides bringing this to Council's attention, and it has opened up Council's eyes to issues that should have been addressed in the years prior. He went on to say from the photos the appellant showed him, this has been going on, and at some point the city will have to update and correct these inconsistencies. Furthermore, he said we can move forward from this point, but we should not penalize someone after the fact who was trying to do the right thing.

Mayor Charles Rostocil said where do we eventually draw the line and start enforcing what is being done. He stated he does not disagree that the concrete work is beautiful, but it does overlap 2/3 of the front of the house, so that is a concern. Furthermore, he said we cannot go back and look at every house that has been sitting around forever, because this is new construction.

Mayor Charles Rostocil said the question here is, do we permit someone to park in front of their house regardless of mistakes being made, and if this is the case, do we turn a blind eye to the next person that maybe goes through the hurdles as well, and then parks on their driveway because they can and believes it is in their right to do so.

Mayor Charles Rostocil agreed that an unfortunate number of errors happened in many areas, but City Staff did go to this property the day before the pour and ask the contractor if it was a driveway or not, and were told it was going to be a porch or patio. He went on to say he thinks if staff was told it was going to be a driveway they would have had a stop work order that night.

Mayor Charles Rostocil said he can hear the frustration coming from Mr. Kennedy and he can understand where that frustration is coming from. Mr. Kennedy has gone through quite a bit of land use planning requirements, as well as his neighbor down the street just rebuilding a garage. He went on to say some individuals seem to be given a pass, and some individuals just decide to do it and hope for permission to be granted later.

Mayor Charles Rostocil said the recommendation by the City was to allow him to have 21 ft. to allow two cars, able to park side by side in the driveway, and the Planning Commission's decision to approve a partial 5 ft. portion for a total 21 ft. variance which would require that some of the concrete be removed.

Mayor Charles Rostocil asked city staff if the concrete has to be removed or can parking just not be permitted on the said concrete and allow it to be turned into a patio.

City Administrator Shawn Waite said the concrete would not have to be removed, they just would not be allowed to park there. The parking width would be specific and the rest could be considered patio.

City Councilor James Audritsh asked what the maximum set width of a walkway from the street to the front door.

Public Works Superintendent Mike Krebs said he does not believe there is a maximum width of a walkway in the code, there are widths of sidewalks, but not paths to the front door.

City Councilor James Audritsh said in looking at the google street map on page 3 of the staff report, and to some degree, it could look like that is a walkway up to the door. He went on to say he could see planter boxes or something along those lines designating it from the parking.

MSA/City Councilor James Yonally /City Councilor James Audritsh made a motion to revise the Planning Commission decision as otherwise desired by the City Council, and the finding and conditions of approval contained in the Staff Report, as revised by the City Council, keeping the 21-foot driveway for parking and the other 15-feet to be used as a walkway and patio, with a designation between the walkway and parking area, leaving they type of designing up to the homeowner. Mayor Charles Rostocil, City Councilor James Yonally, City Councilor James Audritsh, City Councilor Tyler Thomas, were in favor. City Councilor Joseph Steininger was against. Motion carried 4-1 in favor.

Mayor Charles Rostocil said this decision of the City Council is final unless appealed to the Oregon Land Use Board of Appeals following the appeal procedures provided on the Notice of Decision which will be mailed to all parties of this hearing.

DISCUSSION REGARDING SIDEWALK REPAIR – Narcisco Lopez. Narcisco Lopez, 4229 3rd Street, Hubbard, Oregon, was not present.

City Administrator Shawn Waite said the City notified Narcisco Lopez that he needed to replace the portion of his sidewalk in front of his house, which does not continue down 3rd Street in either direction. He is asking the city to defer the requirement for repair until the City identifies a project in which we are going to be extending the sidewalk, then he will be more than happy to replace his sidewalk at that time and comply. City Administrator Waite went on to say it is cracked, but does not appear to be significant enough to cause a safety concern or tripping hazard.

The Consensus of the City Council is to defer the sidewalk replacement in front of Narcisco Lopez's house to a later date when the City is ready to extend the sidewalks.

CALENDAR OF ORDINANCES – City Administrator Shawn Waite. City Administrator Shawn Waite said staff is requesting that Hubbard Municipal Code Chapter 3.25 be repealed and approve staff to implement administrative policies and procedures as they relate to purchasing goods and services to conduct city operations. The City Council will remain the Contract Review Board and intergovernmental agreements and contracts will be brought before the Council for approval before execution. The goal is to streamline operations and when the legislature updates procurement statutes revising administrative policies and procedures can be done immediately. She went on to say grant application turnaround times are getting shorter, meaning that staff has very little time to fill out grant applications and get them submitted by the deadline. At times, waiting to seek City Council approval to submit a grant application may result in the city missing the deadline. Furthermore, if grants are awarded to the city staff will present the grant details including any matching funds requirements to the City Council for approval and acceptance of funds.

A) Ordinance No. 387-2024. An Ordinance repealing Hubbard Municipal Code Chapter 3.25, Public Contracting Rules.

MSA/City Councilor James Audritsh /City Councilor Tyler Thomas moved to read Ordinance No. 387-2024 by title only for the first reading. Mayor Charles Rostocil, City Councilor James Yonally, City Councilor James Audritsh, City Councilor Tyler Thomas, City Councilor Joseph Steininger were in favor.

Mayor Charles Rostocil read Ordinance No. 387-2024 by title only.

MSA/City Councilor Tyler Thomas /City Councilor James Audritsh moved to read Ordinance No. 387-2024 by title only for the second reading. Mayor Charles Rostocil, City Councilor James Yonally, City Councilor James Audritsh, City Councilor Tyler Thomas and City Councilor Joseph Steininger were in favor.

Mayor Charles Rostocil read Ordinance No. 387-2024 by title only for the second reading.

MSA/City Councilor Tyler Thomas /City Councilor Joseph Steininger moved to adopt Ordinance No. 387-2024 repealing Hubbard Municipal Code Chapter 3.25, Public Contracting Rules. Mayor Charles Rostocil, City Councilor James Yonally, City Councilor James Audritsh, City Councilor Tyler Thomas and City Councilor Joseph Steininger were in favor. Ordinance adopted unanimously.

B) Ordinance No. 389-2024. An Ordinance amending the Hubbard Municipal Code and adding Chapter 3.40, Public Safety Fee to Establish a Public Safety Fee.

City Administrator Shawn Waite said at the February 13th City Council meeting staff presented a five-year financial forecast that identified an approximate \$300,000 General Fund shortfall for fiscal year 2024-25. City Council directed staff to identify revenue options for the Council's consideration. At the March 12th City Council meeting staff presented several revenue options for Council's consideration, one of those being a new Public Safety fee that would be added to the utility bills. Implementation of a monthly \$10 Public Safety fee is estimated to generate \$137,00 annually. The overall impact on community members who pay utility bills will be \$120 annually.

City Administrator Shawn Waite said additionally the City Council directed staff to evaluate the possibility of billing for utilities every month rather than every other month. Staff has completed the analysis and the process can be changed to billing monthly, which means that utility bills will reflect usage for one month a \$10 General Services Fee and, if adopted, a \$10 Public Safety fee. Monthly billing would not take effect until the beginning of July, and staff will conduct community outreach and work with Caselle to program the system for this change.

MSA/City Councilor Tyler Thomas /City Councilor James Audritsh moved to read Ordinance No. 389-2024 by title only for the first reading. Mayor Charles Rostocil, City Councilor James Yonally, City Councilor James Audritsh, City Councilor Tyler Thomas, City Councilor Joseph Steininger were in favor.

Mayor Charles Rostocil read Ordinance No. 389-2024 by title only.

MSA/City Councilor Tyler Thomas /City Councilor James Audritsh moved to read Ordinance No. 389-2024 by title only for the second reading. Mayor Charles Rostocil, City Councilor James Yonally, City Councilor James Audritsh, City Councilor Tyler Thomas and City Councilor Joseph Steininger were in favor.

Mayor Charles Rostocil read Ordinance No. 389-2024 by title only for the second reading.

MSA/City Councilor Tyler Thomas /City Councilor James Yonally moved to adopt Ordinance No. 389-2024 amending the Hubbard Municipal Code and adding Chapter 3.40 Public Safety Fee to Establish a Public Safety Fee. Mayor Charles Rostocil, City Councilor James Yonally, City Councilor James Audritsh, City Councilor Tyler Thomas and City Councilor Joseph Steininger were in favor. Ordinance adopted unanimously.

1. Resolution No. 773-440. A Resolution setting the amount of the Public Safety Fee and authorizing the Mayor to sign May 9, 2024 (30 days following the enactment of Ordinance No. 389-2024). MSA/City Councilor Tyler Thomas /City Councilor James Audritsh moved to adopt Resolution No. 773-440, a Resolution setting the amount of the Public Safety Fee and authorizing the Mayor to sign. Mayor Charles Rostocil, City Councilor James Yonally, City Councilor James Audritsh, City Councilor Tyler Thomas and City Councilor Joseph Steininger were in favor. Ordinance adopted unanimously.

APPOINTMENT OF BUDGET COMMITTEE MEMBERS.

(One vacant position term from January 1, 2024 – December 31, 2026)

- A) Rocky Sherwood.
- B) Patrick Zotti.

MSA/Mayor Charles Rostocil /City Councilor Tyler Thomas motioned to appoint Patrick Zotti to the Budget Committee for a term January 1, 2024 – December 31, 2026. City Councilor Tyler Thomas, City Councilor James Audritsh, City Councilor James Yonally, City Councilor Joseph Steininger and Mayor Charles Rostocil were in favor. Motion passed unanimously.

APPEARANCE OF INTERESTED CITIZENS. Anna Munson, 230 Idylwood Dr. SE, Salem, OR, introduced herself as a candidate for the position of Marion County Clerk. She said she feels that elections are important and wants to make sure they are not the divisive issue they have been in the past. She said she wants to help educate and inform people to understand the election process, as will do whatever she can do to help people be more confident and have trust in the elections.

Matt Kennedy, 3635 5th Street, Hubbard, OR, said he stepped out after the Council's motion was made regarding the appeal for the major variance to talk with Rudolpho Arellano, who brought forth the appeal. He said he tried to talk with Mr. Arellano before the concrete was poured, and warned staff in writing before the concrete was poured, that his driveway did not comply with code. He went on to say he does not know how public works is making land use decisions, and staff told Mr. Arellano that the only reason he was here, is because staff told him a neighbor complained, so now he is in the hot seat with his neighbor forever. Furthermore, he stated this complaint based system has its flaws, and if staff doesn't know what the land use codes are then that is an issue he said he hopes gets addressed soon.

MAYOR'S AND/OR COUNCIL'S PRESENTATIONS. City Councilor Tyler Thomas said he has heard concerns about the preliminary location and size of the dog park.

City Administrator Shawn Waite said a preliminary location needed to be established to get the grant request done. She stated she has not reached out to the community members yet, and that will be the next step before picking the permanent location.

City Councilor James Audritsh stated he appreciated the communication from the City about the closing of the railroad crossing due to maintenance.

City Councilor James Yonally suggested looking at the Northeast corner of Barendse Park as a location for the dog park.

Mayor Charles Rostocil said the Easter egg hunt was great, and thanked everyone involved in putting the event together.

Mayor Charles Rostocil said he and City Administrator Shawn Waite have been meeting with quite a few different individuals, such as Congresswoman Andrea Salinas, bringing them our concerns regarding the city to anyone that will provide an audience.

STAFF REPORTS:

CITY ADMINISTRATOR REPORT – City Administrator Shawn Waite. City Administrator Shawn Waite said the March burn rate report reflects the city is 75% through the fiscal year. She stated she changed the report from previous months to exclude the contingency and beginning balance and by doing this the funds that are not structurally balanced become more evident. She went on to say in some cases, a decision to be structurally unbalanced was anticipated as one-time projects were approved such as the tennis court refurbishing. Personnel costs continue to trend low due to a vacancy in the police department, however, that vacancy is anticipated to be filled by June. Materials and Supplies expenditures, in some areas, appear to be trending high, but that is a direct result of the final quarterly payments for Metcom and CIS. She stated Expenditures will stabilize by May when staff has more accurate projections for year-end.

City Administrator Shawn Waite said a draft IGA has been completed between the City of Hubbard and City of Donald for policing services. The mayors will be reviewing the IGA with staff Thursday and it will be presented to City Council for further discussion at the May meeting.

City Administrator Shawn Waite stated budget development with staff is wrapping up she will be finalizing the cities proposed budget for the budget committee with the council goals and priorities in mind. She also added the budget committee calendar is included in the packet.

City Administrator Shawn Waite gave an update on the movies in park project. Staff has contacted several businesses within Hubbard to see if they are interested in sponsoring a portion of the cost of movies, which runs anywhere between \$475 and \$500 per movie. A screen has been ordered and should be here this week, and a projector has been donated. Staff is still looking for a sound system. She said a movie will be shown in mid-June and one in August, skipping July because of the other events occurring such as the 4th of July and the Hop Festival.

City Administrator Shawn Waite said she is working with the Hop Festival Board on getting banners that will be put up along 3rd Street advertising the Hop Festival. The cost is just under \$250 for four 24' X 48" banners, and grant funds left over from the Community Visioning Project is what will be used to fund them.

POLICE DEPARTMENT- Police Chief Don Parise. Police Chief Don Parise said Officer Tim Hart graduated from the Academy on March 29, 2024, and Officer Sapp is due to graduate at the end of May.

Police Chief Don Parise said they are in the hiring process to fill the last open position, and the candidate is a 16-year veteran police officer currently in the job that wants to come to Hubbard.

Police Chief Don Parise stated an evidence inventory was conducted by the Salem Police Department, which is suggested any time there is a change of leadership. He said they passed with flying colors, but were given a couple of recommendations to help with the challenges of working with such limited space.

Police Chief Don Parise said the domestic violence protocol training put on by the Marion County DA's office, that occurs every three years, will be coming up this year and they plan to participate.

He went on to say he and Officer Bentley also attended an in-service training hosted by the Silverton Police Department which included 3 hours of legal updates, and some training on the Law Enforcement Assisted Diversion Program, LEAD. Furthermore, he stated Hubbard Police Department was invited to have a representative join the LEAD work group meeting that meets every two weeks.

Police Chief Don Parise and Sergeant Chris Anderson attended the Easter Egg Hunt and said it was a wonderful event with a great turn out.

Police Chief Don Parise said he is really enjoying his roll at the Hubbard Police Department and he is still making his way around the city, meeting community members and business owners to build relationships and strengthening the ones already established.

ADMINISTRATION DEPARTMENT – Director of Administration/City Recorder Vickie Nogle. Director of Administration/City Recorder Vickie Nogle reminded the City Council it is an election year and the mayor, and two council positions will be open. The first day for local candidates to file a declaration of candidacy or nominating petition is June 5, 2024.

Director of Administration/City Recorder Vickie Nogle said regarding land use, we are in the process of writing the contractor agreement for the City of Hubbard's Economic Opportunities Analysis, (EOA).

Director of Administration/City Recorder Vickie Nogle said we are wrapping up templates on the Laser Fiche update and are moving on to the next phase of the project.

PUBLIC WORKS DEPARTMENT-Public Works Superintendent Michael Krebs. Public Works Superintendent Mike Krebs said the Splash Fountain concrete was poured today and it should be ready to go by the first or second week of May.

Public Works Superintendent Mike Krebs said Thursday he is awarding the bid, for the concrete work on the G Street sidewalk.

Public Works Superintendent Mike Krebs stated the lawn mowers have all been serviced and ready for the mowing season.

Public Works Superintendent Mike Krebs said they finished the final fire hydrant repair this week, so that project is complete.

Mayor Charles Rostocil said there was some tall grass growing in front of the furniture store along Pacific Highway 99E that is getting out of control and asked if we can remove it, or if ODOT needs to do that.

City Administrator Shawn Waite said technically ODOT needs to take care of the issue, so she will speak ODOT about it.

City Councilor James Yonally asked Public Works Administrative Manager Melinda Olinger to leave off the information for the training updates on her report, and not list every employees name, unless they attended a training.

HUBBARD FIRE DISTRICT –Fire Chief Michael Kahrmann. Fire Chief Michael Kahrmann said in March they had 62 calls for service in Hubbard and the surrounding areas where they provide mutual aid, with 10 hours of fire inspections and investigations and 10 hours of public education. He went on to say there was a house fire in Woodburn on March 2, 2024, in which there was an explosion and a woman sustained what would have been fatal wounds, but one of the Hubbard Fire District members put tourniquets on her legs and saved her life, so he will be receiving a life-saving award the second Wednesday in May at their board meeting. Furthermore, he said they received a \$34,000 grant from the State Fire Marshall's office and will be hiring 2 seasonal firefighters to help out with the dryer months.

City Administrator Shawn Waite thanked Fire Chief Michael Kahrmann for letting them use the Fire Hall for the Community Visioning meetings.

CONSENT AGENDA.

A) Approval of the minutes.

- 1. February 13, 2024**
- 2. February 27, 2024, Special**
- 3. March 12, 2024**

B) Approval of the March 2024 Check Register Report.

C) Resolution No. 775-2024. A Resolution amending the Water Rates for the City of Hubbard and repealing Resolution No. 713-2021

D) Approval of the 2024-25 Budget Calendar.

E) Authorize City Administrator Shawn Waite to Execute the Attached Oregon Cooperative Procurement Program Agreement (IGA-KH0022). (*Refer to PW Administrative Manager Inter-Office Memorandum*).

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

COUNCIL RECESS OPEN PUBLIC MEETING AND CONVENE CLOSED EXECUTIVE SESSION TO CONDUCT DELIBERATIONS WITH PERSONS DESIGNATED BY THE GOVERNING BODY TO CARRY ON LABOR NEGOTIATIONS ORS 192.660(2)(d). PURSUANT TO ORS 192.660(4) THE COUNCIL SPECIFICALLY REQUEST THAT MEMBERS OF THE MEDIA AND OTHER ATTENDEES NOT DISCLOSE MATTERS DISCUSSED IN THE EXECUTIVE SESSION. Mayor Charles Rostocil declared the ORS and recessed the public open meeting at 8:57 p.m. to go into the Executive Session.

COUNCIL CLOSE EXECUTIVE (CLOSED) SESSION AND RECONVENE PUBLIC (OPEN) MEETING.

Mayor Charles Rostocil closed the Executive Session and reconvened the public open meeting at 9:21 p.m.

MSA/Mayor Charles Rostocil /City Councilor Tyler Thomas made a motion to approve the negotiated 2024 to 2027 Hubbard Police Officers Association collective bargaining agreement. City Councilor James Yonally, City Councilor James Audritsh, City Councilor Tyler Thomas, City Councilor Joseph Steininger, and Mayor Charles Rostocil were in favor. Motion carried unanimously.

OTHER CITY BUSINESS. None.

ADJOURNMENT - (NEXT SCHEDULED CITY COUNCIL MEETING IS MAY 14, 2024, - AT 7:00 P.M.) MSA/City Councilor Joseph Steininger /City Councilor Tyler Thomas motioned to adjourn the meeting. City Councilor Joseph Steininger, City Councilor James Audritsh, City Councilor Tyler Thomas, City Councilor James Yonally and Mayor Charles Rostocil were in favor. Meeting adjourned at 9:23 p.m.

Charles Rostocil, Mayor

ATTEST:

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

Julie Hedden
Administrative Assistant / Court Clerk
Transcribing

Journal	Payee or Description	Date	Check Number	Amount
CD	Rounding Error Adjustment	04/04/2024	1	.02-
CDA	808 Automotive LLC	04/09/2024	13423	1,006.18
CDA	911 Supply	04/09/2024	13424	731.66
CDA	Antonio Martinez Santiago	04/09/2024	13425	1,500.00
CDA	Becker Living Trust	04/09/2024	13426	1,425.00
CDA	Beery Elsner & Hammond, LLP	04/09/2024	13427	2,234.50
CDA	Branom Operating Company LLC	04/09/2024	13428	877.50
CDA	Canby Rental & Equip, Inc	04/09/2024	13429	1,319.33
CDA	Carla Josh	04/09/2024	13430	1,481.00
CDA	Cascade Columbia Distribution	04/09/2024	13431	2,891.28
CDA	Caselle Inc	04/09/2024	13432	2,174.00
CDA	City of Woodburn	04/09/2024	13433	3,580.00
CDA	Coukoulis, Lori	04/09/2024	13434	650.00
CDA	DATAVISION	04/09/2024	13435	1,090.30
CDA	Doversberger, William	04/09/2024	13436	48.24
CDA	Ferguson Enterprises, LLC	04/09/2024	13437	1,224.00
CDA	Garrett & Kacie Flack	04/09/2024	13438	1,500.00
CDA	Great Western Sweeping, Inc.	04/09/2024	13439	3,133.00
CDA	GW Hardware Center	04/09/2024	13440	430.18
CDA	HIGHWAY FUEL CO.	04/09/2024	13441	550.40
CDA	John Deer Financial	04/09/2024	13442	29.99
CDA	Les Schwab-W	04/09/2024	13443	80.00
CDA	Lionel Valverde	04/09/2024	13444	1,500.00
CDA	Long Bros. Bldg Supply	04/09/2024	13445	761.95
CDA	LUaR Supplements	04/09/2024	13446	90.00
CDA	Marion County Treasury Dept	04/09/2024	13447	179.20
CDA	Marketek	04/09/2024	13448	6,139.76
CDA	Michael Hatcher	04/09/2024	13449	1,500.00
CDA	Mid-Willamette Valley	04/09/2024	13450	891.00
CDA	Net Assets Corporation	04/09/2024	13451	105.00
CDA	Nichols, Byron	04/09/2024	13452	1,472.64
CDA	Northwest Pump	04/09/2024	13453	6,994.53
CDA	NW TECH SUPPORT	04/09/2024	13454	1,957.00
CDA	ODB Business Solutions, LLC	04/09/2024	13455	239.35
CDA	One Call Concepts, Inc.	04/09/2024	13456	40.60
CDA	Oregon Dept of Revenue	04/09/2024	13457	951.65
CDA	PGE- Portland General Electric	04/09/2024	13458	9,035.14
CDA	Profectus, INC.	04/09/2024	13459	558.26
CDA	Republic Services	04/09/2024	13460	498.47
CDA	Rogers Machinery Inc.	04/09/2024	13461	4,385.08
CDA	Secretary of State- Audits Division	04/09/2024	13462	250.00
CDA	Shawn Waite	04/09/2024	13463	131.00
CDA	The Drive In Car Wash	04/09/2024	13464	1,100.00
CDA	TransUnion Risk	04/09/2024	13465	150.00
CDA	USA Blue Book	04/09/2024	13466	91.64
CDA	Verizon Wireless	04/09/2024	13467	285.33
CDA	Walmart-Capital One	04/09/2024	13468	63.84
CDA	Waterlab Corporation	04/09/2024	13469	380.00
CDA	WEX Bank	04/09/2024	13470	1,214.93
CDA	Willamette Valley Security, In	04/09/2024	13471	515.00
CDA	Wooddell, Sheba	04/09/2024	13472	180.00
CDA	Civil West Engineering Services Inc	04/09/2024	13473	26,367.63
CDA	WEX Bank	04/09/2024	13474	777.35
CDA	Klinsky, Donald	04/16/2024	13475	.00
CDA	Marion County Bldg Inspection	04/30/2024	13476	.00
CDA	NW Natural Gas	04/10/2024	13477	170.20
CDA	PGE- Portland General Electric	04/10/2024	13478	3,621.79
CDA	911 Supply	04/23/2024	13479	378.14

Journal	Payee or Description	Date	Check Number	Amount
CDA	CANON FINANCIAL SERVICES, INC.	04/23/2024	13480	321.44
CDA	Civil West Engineering Services Inc	04/23/2024	13481	5,042.88
CDA	Columbia Advanced Investigations, LLC	04/23/2024	13482	1,176.79
CDA	ELAN Corporate Payment Systems	04/23/2024	13483	4,121.34
CDA	Ferguson Enterprises, LLC	04/23/2024	13484	463.04
CDA	GW Hardware Center	04/23/2024	13485	248.11
CDA	Hillyer's Mid City Ford	04/23/2024	13486	20.91
CDA	JM Custom Construction	04/23/2024	13487	135.20
CDA	Kleczynski, Donald	04/23/2024	13488	1,500.00
CDA	League Of Oregon Cities	04/23/2024	13489	20.00
CDA	Long Bros. Bldg Supply	04/23/2024	13490	89.19
CDA	Marion County Treasury Dept	04/23/2024	13491	12,245.99
CDA	Mejia, Miguel	04/23/2024	13492	1,500.00
CDA	Mid-Willamette Valley	04/23/2024	13493	907.28
CDA	Nancy Savellieff	04/23/2024	13494	2,777.00
CDA	NW Natural Gas	04/23/2024	13495	186.35
CDA	NW TECH SUPPORT	04/23/2024	13496	382.00
CDA	ODB Business Solutions, LLC	04/23/2024	13497	226.68
CDA	Pamplin Media Group	04/23/2024	13498	417.30
CDA	REDW LLC	04/23/2024	13499	6,000.00
CDA	Samoiloff, Jamie	04/23/2024	13500	1,500.00
CDA	Verizon Wireless	04/23/2024	13501	931.79
CDA	Vortex Heating and Cooling LLC	04/23/2024	13502	300.00
CDA	Walter E. Nelson Co	04/23/2024	13503	100.33
CDA	Waste Connections	04/23/2024	13504	53.20
CDPT	Oregon FOP Labor Council	04/25/2024	13505	198.00
CDP	DIRECT DEPOSIT TOTAL	04/15/2024	92201	38,009.19
CDP	DIRECT DEPOSIT TOTAL	04/30/2024	92202	36,716.18
CDPT	Oregon Paid Leave	04/16/2024	81502406	1,832.94
CDPT	EFTPS - Federal Tax	04/11/2024	81502403	13,632.74
CDPT	ING-State of Oregon Plan	04/11/2024	81502404	1,000.00
CDPT	OR Dept of Revenue	04/11/2024	81502405	3,546.36
CDPT	Oregon Transit Tax	04/16/2024	81502407	305.55
CDPT	EBS Trust	04/25/2024	81502408	23,513.45
CDPT	EFTPS - Federal Tax	04/25/2024	81502409	13,106.32
CDPT	ING-State of Oregon Plan	04/25/2024	81502410	1,000.00
CDPT	OR Dept of Revenue	04/25/2024	81502411	3,398.86
CDPT	PERS	04/25/2024	81502412	31,751.96
Grand Totals:				309,611.39



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An equal opportunity lender, provider, and employer

April 15, 2024

Dear COG Member,

As you know, every spring COG sends service contracts for the upcoming fiscal year. We have some important changes to share about our process and rates.

Streamlined Services Contracting Process

In the past, COG contracted with members for each type of service offered, creating multiple contracts which were identical except for the service description requiring redundant efforts for members and COG. To create efficiencies where possible, COG has streamlined our contracting process and now offers a Master Services Agreement for your consideration.

The Master Services Agreement allows the COG and members to agree to the terms for the delivery and payment of services for all services that the member may request from COG during the fiscal year. This reduces the processing time and cost for both the member and COG for contracts that are identical except for the service description.

Rate Changes

At their March meeting, the MWVCOG Board of Directors adopted Resolution 2024-01 setting rates for our services. A description of all COG services is provided in the attached Local Services Plan. The rates were informed by a cost analysis conducted by the COG finance team and presented to the Board and were set based on cost recovery principles. The new rates are attached as part of the Master Services Agreement.

Member Cost Recovery

In many cases, members are able to pass this cost on to developers or applicants who request planning services, either through direct billing or through the collection of fees. This is available for planning, legal and GIS services. We would be glad to assist you with putting such a system in place if you do not already have such a means of recovering these costs or if you would like information on a full recovery fee schedule.

Legal Services Change to Flat Rate Packages

COG is pleased to continue offering legal and hearings officer services. This year we are offering a bundled rate of 10 hours of service to members for a flat rate of \$1000. Thereafter, legal services are billed at the hourly rate of **\$200/hour**. Flat rate packages will continue to be available for special projects e.g. Charter review.

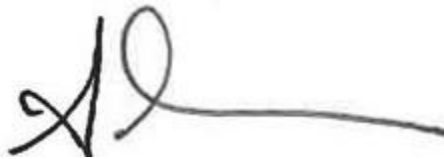
COG's Service Offerings

COG staff that are assigned to work with members are a great source of information for not only their own area of expertise but other areas of expertise that a member may need. The combined knowledge and experience of the staff at COG ensure that member needs can be met on a variety of projects and services. Please don't hesitate to speak with any of our staff about our array of services.

Please sign and return both copies of the enclosed contract by **June 30th**. If you have questions or wish to discuss this further, please feel free to contact any of our COG team.

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

Sincerely,

A handwritten signature in black ink, appearing to be 'SD', followed by a long horizontal line extending to the right.

Scott Dadson, MWVCOG Executive Director



ABOUT MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

The Mid-Willamette Valley Council of Governments is a voluntary association of over 40 local governments. Members include Marion, Polk, and Yamhill counties, 32 cities, 7 special districts, and the Confederated Tribes of the Grand Ronde.

MISSION

Our ongoing mission includes:

- Expanding interaction and improving dialogue among local units of government
- “Convenorship” – enhancing collective awareness of major regional issues through seminars and workshops
- Coordinating regional planning and development activities
- Providing technical assistance and local services tailored to individual needs of member governments.

GOVERNMENT

The Mid-Willamette Valley Council of Governments operates under Oregon Revised Statute 190 however; the charter has enumerated powers, so we do not have all the same powers granted to municipal corporations by State statutes. Enumerated powers limit the Board’s power to the powers expressly listed in the ORS 190 Agreement. This affects the power to issue debt, levy taxes, as well as other Board’s decisions and daily operations.

Mid-Willamette Valley Council of Governments is governed by a representational Board comprised of an appointed Chair and 19 Board members. The Board exercises policy-making and legislative authority and is responsible for COG legislation, adopting the budget, appointing committees, and hiring the Executive Director.

The Executive Director and staff are responsible for carrying out the day-to-day operations of the COG.

The COG’s fiscal year begins July 1 and ends June 30. Current information about services and projects can be found at the website www.mwvcog.org

MEMBER SERVICES

The Council of Governments provides services to our members. At the core of MWVCOG programs are: Promoting regional collaboration, cooperation and dialogue among local units of government; Enhancing collective awareness of major regional issues, projects and activities through newsletters, meetings, seminars and workshops; Providing staff support, technical assistance and local services tailored to the individual needs of Mid-Willamette Valley Council of Government member jurisdictions.

ADMINISTRATIVE SERVICES

COG provides a variety of services to support the elected leadership and central office functions. These include facilitation, recruitments, finance and accounting, and legal services.

Facilitation

Facilitation services are available for elected leadership as well as department level efforts. Services include council goal-setting sessions, community visioning, and strategic planning.

Recruitment Services

COG staff are available to provide recruitment services for city managers and administrators including;

- Develop a recruitment timeline based on the Council's decisions regarding the placement of advertisements and the associated deadlines; the process that the Council determines is appropriate, Council availability, etc.
- Meet with Council to draft a position profile.
- Draft and place the position advertisements.
- Receive applications and send acknowledgment letters to all applicants. Screen applications.
- Respond to inquiries from candidates during the recruitment process.
- Perform background/reference checks on finalist(s) chosen by the Council.
- Work with the Council in designing the interview process and questions.
- Facilitate the interview process.
- Send out regret letters to unsuccessful candidates at appropriate times.
- Assist in negotiating an employment agreement. MEMBER is responsible for having its legal counsel prepare or review any proposed employment contract with the person being hired as MEMBER Manager.

Legal Services

COG provides experienced local government attorneys to provide legal services. Services include:

- Legal consultation and navigation services to assist with answering day-to-day questions such as conduct of a public meeting, public records, or the interpretation of a code or legal requirement.
- Review and drafting of contracts, intergovernmental agreements, and other documents and legal instruments.
- Drafting or resolutions, ordinances, and updates of municipal code sections as requested by MEMBER.
- Attendance at MEMBER meetings as requested by MEMBER and coordinated with the designated attorney.
- Attendance at meetings requiring legal representation either accompanying one or more MEMBER representatives or as the designated MEMBER legal representative.
- Training of MEMBER personnel, elected, and appointed officials on legal issues.
- Hearings Officer.
- Other legal services as requested by MEMBER, but does not include, litigation, bond counsel, personnel and labor negotiations, city prosecutor, or other specialized attorney services beyond agreed upon general legal representation.

Fiscal and Budget Administration Services

COG finance staff provide services to members for budgeting, accounting, payroll administration, financial reporting, cash management, insurance, investment oversight, fiscal records management, property management, analyses, and audit support.

TRANSPORTATION PLANNING AND GIS SERVICES

MWVCOG provides administrative services and staffing for the Metropolitan Planning Organization (MPO) responsible for transportation planning in the Salem-Keizer-Turner metropolitan planning area. Policy direction for the MPO program is provided by the Salem Keizer Area Transportation Study Policy Committee (SKATS). Participants in SKATS are: City of Salem, City of Keizer, City of Turner, Marion County, Polk County, School District 24J, Salem Area Mass Transit District, and Oregon Department of Transportation (ODOT). SKATS is responsible for the adoption and maintenance of the SKATS Metropolitan Transportation Plan (MTP), the SKATS Transportation Improvement Program (TIP), development of the regional travel demand model, and coordination and technical assistance for regional transportation studies in the SKATS boundary.

COG's Safe Routes to School program serves the Salem Keizer School district area using funding from transportation grants from ODOT the SKATS TIP, and matching funds from the Salem Keizer School District.

COG provides support and assistance to the Mid-Willamette Area Commission on Transportation (MWACT) to facilitate discussion and develop consensus on transportation issues throughout the three county-area.

GIS Services

COG's GIS (Geographic Information System) services include specialized mapping and analysis, online web map and application development, mapping support to land use planning, census data analysis, and assisting members in establishing or expanding the use of GIS in their agencies. Ongoing projects include development and maintenance of online web map applications for Yamhill County Planning and the cities of Sheridan, Dundee, and Turner, mobile data collection application development for Yamhill County Public works and the Marion Soil and Water Conservation District, attendance boundary maintenance for the Salem-Keizer School District, quarterly building permit reports for the greater Salem-Keizer area, and production and maintenance of zoning, comp plan, address, natural resources, and other maps for member cities. Specific services include:

- Web map application development/hosting
- Planning, transportation, natural resources, demographic, utility, and many other types of mapping
- Advanced geographic processes and analyses
- Online surveys
- Mobile data collection application development
- Utility CAD data conversion
- Public participation tools, such as online public comment maps
- Story Maps
- Arc HUB sites
- Custom data analysis

COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES

Community and economic development services include land use planning, grant writing and administration, housing rehabilitation program management, small business lending, and economic development planning and activities.

Land Use Planning

MWVCOG provides professional planners for land use planning services for current and long-range planning including code updates, UGB expansion, and related analysis. Planning staff:

- Analyzes and evaluates land use applications, development proposals and building permits; prepares appropriate public notices; evaluates data; interprets applicable laws, codes, and ordinances, and makes appropriate recommendations; coordinates reviews and negotiations with other City departments.
- Identifies and resolves critical issues affecting the feasibility and success of various development proposals and land use applications.
- Answers questions and provides information to the public on land use, sign, and public nuisance regulations; investigates complaints and recommends corrective action as necessary to resolve concerns regarding the City's land use code.
- Prepares staff reports for the City Council and Planning Commission, Hearings Official, and other committees and advisory boards; makes presentations as required.
- Participates in pre-application conferences with project teams.
- Confers with and advises engineers, surveyors, developers, architects, attorneys, landscape architects and the public regarding City development requirements and planning policies and standards; coordinates City's response on land use applications, zoning, and other planning related matters; negotiates and resolves related conflicts that arise.
- Serves as project manager or staff team member on complex land use applications and studies.
- Conducts plan review on residential, multifamily, and commercial plans for zoning development standards, such as building design, setbacks, bicycle and motor vehicle parking, and landscaping.
- Develops informational materials to provide information to the public regarding land use standards and procedures related to the City's land use code, plans, and other standards.
- May research and draft ordinances to amend the zoning and other land use development ordinances; may evaluate amendments to the comprehensive plan or neighborhood plans.
- May make presentations regarding general planning issues, or specialized planning policies and procedures to neighborhood groups, educational, civic, and professional organizations.

Grants Administration

MWVCOG grant administration staff monitors, identifies and notifies member governments of grant and other opportunities; writes and administers grants including environmental reviews and wage monitoring; and completes reports to comply with grant requirements. These services include helping in insuring future eligibility for state and federal grants and loans by helping members with regulatory compliance in managing projects.

Housing Rehabilitation Services

COG provides specialized assistance to members with management and administration of housing rehabilitation programs and funds. Via the HUD Community Development Block Grant (CDBG) Program, these funds provide loans or grants to low and moderate-income homeowners for home

repairs and often require extensive regulatory compliance and specialized management on the part of funded cities. Due to regulatory changes, it is advantageous for many cities to assign these CDBG funds to Valley Development Initiatives, a regional non-profit corporation, for long term management. MWVCOG provides staff services to Valley Development Initiatives (VDI) under contract.

Economic Development

MWVCOG coordinates and provides staff support to the activities of the Mid-Willamette Valley Community Development Partnership, an advisory Board chartered by the MWVCOG consisting of 29 members made up of both local government elected officials and private sector representatives. The Partnership provides policy direction for the regional economic development planning program. This program is supported by federal funds (EDA) and MWVCOG and Economic Development District dues.

With EDA assistance, MWVCOG provides economic development services such as urban renewal planning projects, mapping, infrastructure and employment land inventories, participation in regional economic development activities and meetings, and continued services as the Economic Development District to ensure eligibility for EDA funding and opportunities.

Fiduciary Funds

COG offers fiscal agent services for members. For example, COG provides fiscal agent services under an agreement with the Marion Cultural Development Corporation. Donations are received and held pending disbursement instructions from the corporation.

BUSINESS LENDING AND REVOLVING LOAN FUND SERVICES

Revolving Loan Fund Administration

COG staff provide revolving loan fund administration services for members.

Business Lending

MWVCOG operates a regional loan program to help finance business facilities. This Revolving Loan Fund (RLF) program was capitalized by grants from the U.S. Economic Development Administration (EDA), member governments and the Regional Investment Program.

MWVCOG entered into intermediary relationships with the United States Department of Agriculture (USDA), the Oregon Business Development Corporation, CCD Business Development Corporation, and Business Oregon to provide loan packaging services.

Under contract with Valley Development Initiatives, MWVCOG provides staff support and fiscal services to administer an Intermediary Relending Program from the USDA Rural Business Development Loan Program and the SBA Intermediary Lending Pilot (ILP) Program.

Valley Development Initiatives applied to the U.S. Small Business Administration to become a Community Advantage lender under the SBA 7a guaranty loan program. With this program Valley Development Initiatives can lend to eligible borrowers and receive an SBA guaranty for a portion of the loan, then selling the guaranteed portion to secondary market pools, receiving a premium on the sale, servicing income and income generated from the non-guaranteed portion of each loan. The Community Advantage program targets businesses that cannot find financing elsewhere but are creditworthy.

BEFORE THE BOARD OF DIRECTORS

FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

RESOLUTION 2024-01

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

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

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

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

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

That the following rates shall take effect for the COG's fee-for-service program beginning July 1, 2024, and ending June 30, 2025, unless sooner amended:

Member Services

		COG Member Rates	Affiliate Member Rates
Recruitment Services			
Population - Up to 1,000		\$ 8,500	\$ 9,400
Population - 1,001 to 5,000		\$ 10,900	\$ 12,000
Population - Over 5,000		\$ 14,600	\$ 16,100
Background Check Services (per background check)		\$ 600	\$ 700
Legal Services			
Legal Service Subscription	Per year	\$ 1,000	\$ 1,200
(Includes up to 10 hours per year, unused hours do not roll forward)			
General Counsell Services	Per hour	\$ 200	\$ 230
Hearings Officer Services	Per hour	\$ 200	\$ 250

Member Services (continued)

		COG Member Rates	Affiliate Member Rates	Grant Contract Rates
Strategic Planning/Goal Setting				
Evening/Half Day (4 hours)*		\$ 2,700	\$ 2,970	
One Day (8 Hours)*		\$ 5,400	\$ 5,940	
Evening Plus full day (10 hours)*		\$ 6,450	\$ 7,095	
* hourly rates apply thereafter				
Staff Services				
Executive Director	per hour	\$ 187	\$ 230	\$ 225
Department Director	per hour	\$ 141	\$ 170	\$ 195
Loan Program Manager	per hour	\$ 148	\$ 180	\$ 180
Project Manager 2	per hour	\$ 114	\$ 140	\$ 165
Planner, Senior	per hour	\$ 109	\$ 130	\$ 165
Admin Services Coordinator	per hour	\$ 92	\$ 110	\$ 150
Accountant	per hour	\$ 92	\$ 110	\$ 150
Planner, Associate	per hour	\$ 107	\$ 130	\$ 150
Project Manager 1	per hour	\$ 99	\$ 120	\$ 150
Administrative Specialist	per hour	\$ 84	\$ 100	\$ 120
Planner, Assistant	per hour	\$ 84	\$ 100	\$ 120
Modeling Services				
Modeling Services Member Rate	per hour	\$ 100	\$ 160	
Modeling Services For Profit Rate	per hour		\$ 200	
Loan Underwriting , Packaging and Closing Services*				
*charged as per lender requirement		See contract	See contract	
Copy				
Black and White Copies (Each)		\$ 0.30	\$ 0.30	
Color Copies (Each)		\$ 0.80	\$ 0.90	
Regular Plots (Each)		\$ 39.00	\$ 42.00	
Image Plots (Each)		\$ 55.00	\$ 61.00	

Affiliate and Business Partner Rates

	Individual / Non-Profit Affiliate
Cost	\$500
Eligibility	<ul style="list-style-type: none">i. Local governments outside of Marion, Polk and Yamhill countiesii. Individual: Available to public employees or employees of nonprofits who work regularly with COG.iii. Nonprofit: Non-profit regional organizations and statewide intergovernmental associations that either have government representation on their boards (i.e. SEDCOR, Travel Salem, LOC, AOC, OSBA) or that partner with the COG in the delivery of its programs and services (i.e. Boys and Girls Club)
Scope of Services	<ul style="list-style-type: none">i. Affiliates are eligible for fee-for-service community development, transportation planning and GIS programs and such other services as the Executive Director may deem appropriate based on available resources.ii. Affiliates are not eligible to participate in the COG's fee for service programs that are limited to Marion, Polk, and Yamhill local government entities (i.e. recruitments, strategic planning, etc.)

ADOPTED by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem, Oregon this 19th Day of March 2024.

ATTEST


Roxanne Beltz, Vice Chair
COG Board of Directors



Scott Dadson
Executive Director



MEMORANDUM

TO: Board of Directors
Mid-Willamette Valley Council of Governments

DATE: March 14, 2024

THRU: Scott Dadson
Executive Director

FROM: Amber Mathiesen
Finance Director

SUBJECT: Resolution No. 2024-01 Establishing Rates for Services for FY 2024-25

ISSUE

Should the Mid-Willamette Valley Council of Governments (COG) Board of Directors adopt the attached resolution establishing rates for fee-for-service programs FY 2024-25?

BACKGROUND

The COG, as an intergovernmental entity formed by agreement pursuant to ORS Chapter 190, has the authority to enter into intergovernmental agreements for the delivery of services to its member governments. The COG presently offers a host of fee-for-service programs on a contractual basis with its member governments, including but not limited to: land use planning, housing rehabilitation loan administration, revolving loan program administration, legal services, executive recruiting, and other technical services.

As part of the budget setting process, the Board adopts a rate schedule annually that sets out the fees that the COG charges for services provided to member and non-member governments.

RECOMMENDATION

The Board adopt Resolution No. 2024-01 establishing rates for fee-for-service programs FY 2024-25.

DISCUSSION

The following discussion summarizes the analysis that staff used to arrive at the rates on the attached resolution to include:

- Any relevant historical context for the program or service and its associated rates;
- The assumptions and methodology staff used to arrive at the recommended rate;

- Where applicable, how the recommended rate compares with private sector rates for similar work; and
- Whether the proposed rate will generate revenue in excess of expenses, only recover costs, or result in a program loss (and if so, why that is advisable).
-

Member Services Rates

Recruiting Services. The rates set forth in the attached resolution are based on an analysis that averages the number of hours spent on this service over a five-year period and tiered by entity size. The rates are well below that which recruiters charge (which based on recent recruitments in the area are \$25,000 - \$35,000 per recruitment). However, the services conducted by recruiters is markedly different, in that recruiters offer a guarantee and will also actively recruit candidates (whereas the COG's service approximates the role of an internal Human Resources staff - a passive recruitment model). The anticipated net effect of the attached rates is to be both revenue and cost neutral based on a five-year average.

Legal Services. The COG began providing legal services in 2018. The attached resolution contains two rates for attorney services. The first is for Legal Services subscriptions which allow members to get up to 10 hours of legal services for a flat rate. Then there are rates for general counsel and hearings officer services at a rate of \$200 per hour. Both rates are at or below what cities have historically paid for these services.

The COG's cost for providing this service is expected to be \$114 per hour starting July 1, 2024. On a strictly per-hour basis, this model results in a net revenue of \$86 per hour for attorney services. That net revenue goes to pay for the cost of legal services provided to the COG on internal matters. The anticipated net effect of the attached rates is to be revenue and cost neutral, with some potential for a net gain (depending on the degree to which the attorney is used for internal matters).

Strategic Planning / Goal Setting. The COG provides goal setting and strategic planning sessions through a contractor. The attached rates reflect the cost of the contractor. The net effect is to be both revenue and cost neutral.

Miscellaneous Services. The COG will occasionally provide additional member services on a fee for service basis. For example, members will contract with the COG to facilitate amendments to the city Charter, facilitate resolution of conflicts, or perform other studies within the skills and abilities of the Executive Director. The anticipated hourly cost for the Executive Director (including wages and benefits) is \$150.00. The anticipated hourly cost for administrative support is \$80.00. Staff recommends a rate of \$187 per hour for the Executive Director and \$84.00 per hour for the Administrative Support, which is the rate that most facilitators charge for similar services. Because the demand for this type of work is intermittent, it is difficult to accurately predict the revenue impact of this rate, but any revenue would be minimal.

Community Development Rates

Land Use Planning. The COG provides land use planning services on a contractual, hourly basis for over twenty (20) jurisdictions throughout the region. The current contracts are set to expire on June 30, 2024.

Contract work includes current planning, special planning projects and long-range planning work, such as updating comprehensive plans, buildable land inventories and UGB expansions, code updates, mapping, etc. and this work is often shared between the local jurisdiction and private sector (if we are not successful in securing grant sources).

The staff recommended rates are intended to recover costs, however, some rates have historically been lower than cost recovery. In these cases, we are raising these rates incrementally 10% this year, and similar increases in following years)to improve recovery over time.

A market rate analysis of other planning services consultants within the region shows that, at the recommended rates, the COG proposed FY24/25 in the mid-range of other planning consultants within the region.

Program attributes that sets the COG apart, in addition to our hourly services contracts, are:

- Direct representation of our local jurisdictions with an assigned planner they can become familiar with and develop firm relationships and understandings;
- Support from the Community Development program as a whole, including support from the Community Development Director, Housing Rehabilitation Specialist, Grant Administrator, and Small Business Loan Program staff; and
- Support from a total of seven (7) Community Development staff rather than a single land use planner providing office hours that can often serve as a siloed resource.

Grants Administration. COG staff also contract with cities and other local governments throughout the year for funding application assistance, administration of public infrastructure grants and loans, and/or income surveys or other tasks needed to ensure continued eligibility for various state and federal funding programs. The recommended rate will achieve full cost recovery for this program area and is well within market rates for similar services.

Housing Rehabilitation. Community Development staff support the Valley Development Initiatives (VDI) housing rehabilitation program and contracted hourly services to support housing rehabilitation program contracts for the cities of Jefferson, Mt. Angel, Scotts Mills, Silverton, and Woodburn who maintain their own housing funds and desire COG assistance with program administration. The recommended rate will achieve full cost recovery for this program area.

Other Economic Development Services. Community Development staff will occasionally provide other economic development services, such as urban renewal planning and other

economic development efforts as requested by member local governments to enhance the region. The recommended rates for these services will achieve full cost recovery for those activities.

Geographic Information Services (GIS) / Transportation Modeling Services Rates

The COG provides various technical GIS services to member governments to include:

- Updates of zoning and comprehensive plan maps as well as other maps needed for local land use planning services;
- Requested services of a local government, such as address mapping, or assistance with Census program participation (e.g. Boundary and Annexation Survey)
- Support to Yamhill County to maintain and update the county's online GIS web application;
- Services for the Salem-Keizer School District to maintain and update data layers, update and create maps of school boundaries, and maintain the district's online GIS web application (the Salem-Keizer School Finder), and other services requested by the district; and
- Mailing list GIS services for ODOT Region 2.

The hourly member rate is the needed to cover COG's labor rate for a GIS analyst, plus indirect and material costs.

Modeling Services. On an infrequent basis (from two to four times per year), the COG transportation section will get requests for modeling forecasts from private sector companies (or their consultants) for projects associated with a private-sector land use development application. COG only provides this service only for the geographic area inside the SKATS MPO area. The proposed Transportation Modeling services hour charges of \$130/hour is higher than the "break-even" costs of \$110.00/hour for a Senior Planner- \$100/hour for an Associate Planner. In a typical year, the total amount of hours charge is less than 20 hours. Requests from our local governments within SKATS and ODOT for modeling forecasts and related outputs is not charged to those jurisdictions or ODOT since they provide local or state funds for matching the federal funds provided to the COG for SKATS.

Loan Program Service Rates

The loan program bills the individual loan programs for the time spent to market, underwrite, funding and servicing the loans. The recommended staff rates are expected to achieve full cost recovery when loans are funded. However, because many prospective lending opportunities are not pursued by the business borrowers and their participating lenders, for a variety of reasons beyond the control of the loan program staff, the time spent working on these prospective projects is not billable, so the time and costs are not recovered in instances when a loan does not

fund. The costs of those activities are then borne by the carryover in program income from year to year, which derives from other program revenues.

The loan program budget is the aggregate revenues of each revenue source. For example, the SBA 504 program and the Oregon Business Development Fund generates income in excess of costs; the COG revolving loan fund and VDI loan programs fund most, to all of the revenues to cover expenses and the contract lending services provided two cities and one county is subsidized by the other COG lending activities.

The COG's rates are well below market rates and that of other public sector lenders. A true private sector comparison is problematic because a lender would reluctant to accept the liability risk and increased insurance costs inherent with a contract for lending services that are not core to the lenders activities. However, for comparisons purposes assume the COG's rate for loan officer and program manager to be doubled to match private sector salaries (loan officer and team leader) and add a factor of plus 50% for indirect costs; the loan servicing rates would be increased by an indirect increase of 50%. Public sector comparisons are limited to other Councils of Governments in the State, which either are understaffed, do not have the software capacity, and are unable to provide lending services outside of their area of operations. Typically, these public entities have higher staff rates because of their individual burden rates/indirect costs in comparison to MWVCOG, as per our prior affiliation with jointly operated (three COGs) Certified Development Company.

INTERGOVERNMENTAL AGREEMENT
Between
MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS
And
CITY OF HUBBARD

1. PARTIES TO AGREEMENT

This Intergovernmental Agreement (Agreement) is made pursuant to the authority found in ORS 190.010, et seq., between the *Mid-Willamette Valley Council of Governments*, an Oregon Intergovernmental Agency created under ORS Chapter 190, hereafter called COG, and City of Hubbard, hereafter called MEMBER. COG and Member collectively are referred to as Parties.

2. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which COG will provide services as described on the Local Service Plan to MEMBER.

3. TERM

This Agreement shall be effective for the period of time from July 1, 2024 through and until June 30, 2025 unless sooner terminated or extended as provided herein.

4. METHOD OF PAYMENT AND PAYMENT SCHEDULE

- 4.1 COG agrees to submit written invoices for services to the billing contact person identified in the signature block below.
- 4.2 COG shall submit invoices for services according to the current COG "Schedule of Fee for Services."
- 4.3 MEMBER agrees to pay for services at the rates set forth in the most current COG Schedule of Fee for Services resolution schedule including as applicable, hourly staff rates, flat rates, indirect rate (if applicable), and mileage at the IRS mileage rate for travel related to providing said services.
- 4.4 MEMBER agrees to make payment to COG within 30 days of receipt of invoices from COG.

5. ACCESS TO RECORDS

Both parties shall maintain all records relating to this Agreement in accordance with generally accepted accounting principles. In addition, both parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document both parties' performance hereunder. Parties

acknowledge and agrees that the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of six (6) years (except as required longer by law) following final payment and 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.

6. COMPLIANCE WITH APPLICABLE LAWS

Each party agrees to comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Agreement, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

7. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Any amendments shall be in writing and signed by duly authorized representatives of both parties.

8. SUSPENSION OR TERMINATION

- 8.1 This Agreement may be extended by written agreement of the parties signed by the representatives authorized to execute this agreement.
- 8.2 This agreement may be terminated by mutual consent of the parties at any time.
- 8.3 This Agreement may also be terminated for convenience upon written notification by either party with a minimum notice of thirty (30) calendar days delivered by mail or in person. In the event of Agreement termination for convenience, COG shall be due payment for all work completed by the time of termination.
- 8.4 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

9. INDEPENDENT CONTRACTOR

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

10. LIMITED WARRANTY

In no event shall COG be liable for indirect or consequential damages. In no event regardless of theory of recovery shall COG be liable for any damages in excess of the amounts actually paid by MEMBER to COG for services provided under this agreement.

11. CONFLICT OF INTEREST

No member, officer, or employee of MEMBER, or its designees or agents, no member of the MEMBER Council, and no other public official of MEMBER who exercises any function or responsibility with respect to this project during the public official's tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under the contract.

12. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations in the performance of this agreement.

13. INSURANCE

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

14. INDEMNIFICATION

Each party shall indemnify, defend, save, and hold harmless the other party and its officers, employees, and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the party, its officers, agents, or employees performing under this Agreement, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of the person's official duties

15. MERGER CLAUSE

The Parties concur and agree that this agreement constitutes the entire agreement between the Parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

///

16. ASSIGNMENT, DELEGATION, SUCCESSOR

Neither party shall assign, delegate, nor transfer any of its rights or obligations under this Agreement without the other party's prior written consent. A party's written consent does not relieve the other party of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the agent of that party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

17. CONFLICTS

Should a conflict arise regarding billing or quality of service, the parties shall prior to bringing a claim, action, suit or proceeding in court, meet to attempt to resolve the issue within thirty (30) days of issue identification. Each party shall designate a representative authorized to negotiate a solution to the conflict. If the conflict cannot be resolved by the parties, the parties will submit the issue for mediation. Each party shall make a good faith effort to resolve the conflict through mediation. If the conflict cannot be resolved by the parties through mediation.

18. GOVERNING LAW, JURISDICTION, VENUE & ATTORNEY FEES

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court of the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.

19. WAIVER

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

20. COUNTERPARTS.

This Agreement and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.

21. SEVERABILITY

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

22. NOTICES

Any notice required to be given to COG or MEMBER under this Agreement shall be sufficient if given, in writing, by first class mail or in person as described in the signature block below.

23. SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the Parties hereto as of the effective date set forth herein.

In witness whereof, the Parties hereto have caused this agreement to be executed on the date set forth below.

**MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS**

CITY OF HUBBARD

By: _____

Scott Dadson, Executive Director

Date: _____

Mid-Willamette Valley Council of Governments

By: _____

Printed Name & Title _____

Date: _____

Organization: _____

BILLING CONTACT FOR INVOICES

FOR COG

Amber Mathiesen

Finance Director

amathiesen@mwvcog.org

100 High Street SE Ste. 200

Salem, OR 97301

NOTICES

For COG:

Scott Dadson

Executive Director

sdadson@mwvcog.org

100 High Street SE

Salem, OR 97301

For MEMBER:

Name: _____

Title: _____

Email Address: _____

Mailing Address: _____

For MEMBER:

Name: _____

Title: _____

Email Address: _____

Mailing Address: _____

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF HUBBARD

and

HUBBARD POLICE OFFICERS ASSOCIATION

2024-2027

City of Hubbard Contract No. 0004

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PREAMBLE

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

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

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1 Management Rights

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

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

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

Section 2.2 Volunteer Utilization

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

Section 2.3 Subcontracting

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

Section 2.4 Use of Reserves

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

ARTICLE 3 - ASSOCIATION RIGHTS

Section 3.1 Association Activities

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

Section 3.2 Non-Discrimination

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

Section 3.3 Policy and Procedures

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

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

Section 3.4 Negotiations

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

Section 3.5 Association Business

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

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

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

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

Section 3.6 Check-off

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

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

Section 3.7 Bulletin Boards

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

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

Section 3.8 Right of Access

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

Section 3.9 Use of Buildings

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

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

ARTICLE 4 - CITY SECURITY

Section 4.1 No Strike

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

Section 4.2 Productivity

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

ARTICLE 5 - HOURS OF WORK

Section 5.1 Work Schedule

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

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

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

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

Section 5.2 Lunch and Work Breaks

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

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

Section 5.3 Overtime

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

Section 5.4 Compensatory Time Accruals

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

Section 5.5 Call-Back Time

Regular full-time employees called into work other than the regular straight time without at least 24 hours advance notice will be paid or accrued a minimum of four (4) hours of pay at the employee's overtime rate. The Police Chief or his/her designee will notify the employee of a change in shift as soon as practicable via email, text, or a phone call. All time provided in this section must be approved by the Police Chief.

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

1. When an employee is called in to start work one (1) hour or less before the beginning of his/her regular shift or when the employee's shift is extended;
2. If an employee has completed his/her shift and has departed from the Department for less than thirty (30) minutes;
3. If an employee is recalled to duty to correct a mistake and/or to complete a duty that, in the City's views, must be completed prior to the employee's next duty day.
4. If an employee is called while off duty by a supervisor or administrative assistant regarding a work related issue, the employee shall be entitled to a minimum of fifteen-minute (15) increments.
5. When an employee is assigned to on-call duty the employee will be paid three percent (3%) of base hourly pay for the week. The employee will have the option to take the assigned vehicle home as long as it is in compliance with City policies. On-call will be assigned by the Chief of Police and assignments will be based on seniority. Employees may accrue compensatory time when picking up and returning a Police vehicle as part of being assigned on-call duty.

Section 5.6 Substitutions

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

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

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

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

Section 5.7 Excess of Fifteen Hours

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

ARTICLE 6 - WAGES

Section 6.1 Wages

Effective July 1, 2024, the Salary Schedule attached will be increased by a minimum of four percent (4%). On July 1, 2025 and July 1, 2026. The Salary Schedule attached will be increased by a minimum of four percent (4%), or the same amount of any COLA that regular City employees receive, which is greater.

Section 6.2 Step Increases

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

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

Section 6.3 Incentive Pay

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

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

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

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

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

Establishment of Incentive: Recognizing that physical fitness is beneficial to the health and well-being of employees, in addition to lowering the potential cost of health care and work-related injuries, a physical fitness incentive is established.

- A. Opportunity to take the ORPAT: Employees will be provided the opportunity to participate in the DPSST certified Oregon Physical Abilities Test (ORPAT) course once per calendar year.
- B. Employees who meet the minimum ORPAT passing standard will receive \$250 physical fitness incentive for the calendar year during which the ORPAT was administered.
- C. Passing the ORPAT as part of basic training will not be eligible for the physical fitness incentive.

Section 6.4 Bilingual Pay

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

Section 6.5 Payday

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

Section 6.6 Travel and Expenses

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

Section 6.7 Uniforms

- A. Boots: once during each fiscal year all currently employed full-time police officers shall receive up to a \$250 reimbursement to be used toward new duty boots. A receipt will be provided to the Police Chief to process the reimbursement.
- B. Damage: When a uniform is returned to the City because of wear or damage, at the discretion of the Police Chief or his/her designee, the City may replace the item.

Section 6.8 K-9 Compensation

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

Section 6.9 Field Officer Training Pay

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

Section 6.10 Longevity Pay

Employees will receive the percentage which represents their years of service with the Hubbard Police Department. Percentages are not cumulative.

- 10 to 15 years of continuous service: three percent (3%) added to base hourly pay.
- 16 to 20 years of continuous service: four percent (4%) added to base hourly pay.
- 21 plus years of continuous service: five percent (5%) added to base hourly pay.

ARTICLE 7 - INSURANCE

Section 7.1 Health, Vision and Dental Insurance

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

Section 7.2 Life Insurance

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

Section 7.3 Retirement

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

- B. Employees may contribute voluntarily to the deferred compensation plans administered for the City.
- C. The City agrees to contribute 2% to a Police Officer's deferred compensation plan administered for the City upon successful completion of the probationary period.

Section 7.4 Workers' Compensation

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

ARTICLE 8 - SICK LEAVE

Section 8.1 Accrual

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

Section 8.2 Use of Sick Leave

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

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

Section 8.3 Bereavement Leave

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

Section 8.4 Abuse of Sick Leave

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

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

Section 8.5 Exceptions to Sick Leave with Pay

No employee of the City shall be entitled to draw salary and/or benefits from the City during such time as the employee is drawing unemployment, workmen's compensation or any other

similar benefits or payments either from the City or from any other source, which accumulated results in a higher net, salary than the employee would normally earn.

Section 8.6 Sick Leave Donation

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

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

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

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

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

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

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

Section 8.7 Maternity and Parental Leave

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

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

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

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

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

Section 8.8 Paid Leave Oregon

The employee and employer cost sharing arrangement for Paid Leave Oregon (PLO) shall be the statutorily imposed cost share. The employer and employee cost share shall be determined by ORS 657B.150(2)(a) and (b). The employee will be responsible for paying the employee share of the PLO contribution. Use of PLO will be in accordance with the City of Hubbard Policies.

ARTICLE 9 - VACATION

Section 9.1 Accrual of Vacation Benefits

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

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

Section 9.2 Eligibility for Continued Accrual

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

Section 9.3 Maximum Accrual

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

Section 9.4 Effect of Separation

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

Section 9.5 Vacation Bidding

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

ARTICLE 10 - HOLIDAYS

Section 10.1 Holidays

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

Section 10.2 Accrual of Holiday Time

Employees who do not work on a holiday will accrue holiday time equal to ten (10) hours per holiday, accruing on the date of the holiday. Employees who work on a holiday will accrue holiday time at the overtime rate for actual hours worked on the holiday. Field

Training Officer (FTO) will be compensated in pay for what the FTO worked on a Holiday in lieu of accruing holiday time. Employees are considered to work on a holiday when the shift begins during the twenty- four holiday period.

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

The Floating Holiday is exempt from the overtime rate.

ARTICLE 11 - PROBATION

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

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

ARTICLE 12 - SENIORITY

Section 12.1 Seniority

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

Section 12.2 Layoff and Recall

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

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

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

Section 12.3 Continuity of Service

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

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

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

Section 12.4 Retention of Seniority for Promotion

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

ARTICLE 13 - DISCIPLINE

Section 13.1 Types of Discipline

Disciplinary action or measures shall include the following: written reprimand; suspension;

demotion; discharge; or any combination thereof. An employee may only be disciplined for just cause.

Section 13.2 Administration

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

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

Section 13.3 Interview

Investigatory interviews will be conducted in the following manner:

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

Section 13.4 Progressive Discipline and Due Process

Progressive discipline shall be used except when the nature of the problem requires more

serious discipline or immediate action. For economic discipline, employees will be afforded due process.

1. **Pre-Disciplinary Hearings:** Prior to economic discipline being imposed, the employee shall be given the opportunity to meet with the Chief of Police or his/her designee, personally or through an Association representative or attorney, to provide additional evidence and/or mitigating circumstances to the disciplinary action being considered. The City will provide reasonable advance notice of the meeting and will respond to requests for information related to the conduct leading to the proposed disciplinary action, including requests for copies of investigation documents, witness statements,

tape recordings and other information relied upon as a basis for the proposed disciplinary action within a reasonable period prior to the meeting, consistent with PECBA and due process obligations. The City agrees not to decide on the discipline to be imposed on the employee until after such a meeting.

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

Section 13.5 Conduct Which May Result in Discipline

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

ARTICLE 14 - PERSONNEL RECORDS

Section 14.1 File Contents

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

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

Section 14.2 Inspection of Record

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

and/or opinion to any material critical of the employee.

Section 14.3 Entries Dated

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

Section 14.4 Removal

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

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

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 15.1 Grievance Procedure

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

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

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

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

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

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

Step Four: If the grievance still remains unresolved, within fourteen (14) calendar days, the Association may serve written notice to the Police Chief of the Association's intention to

arbitrate the grievance. The City agrees there will be no inquiry into the Association's decision to proceed to arbitration.

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

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

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

Section 15.2 Cost of Arbitrator

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

Section 15.3 Time Limits

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

ARTICLE 16 - SAVINGS CLAUSE

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

ARTICLE 17 - TERM OF AGREEMENT

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

This Agreement commences upon ratification and terminates on June 30, 2027. The parties will commence negotiations on or about January 1, 2027. This Agreement will remain in full force and effect during the period of negotiations.

CITY OF HUBBARD, OREGON

**HUBBARD POLICE OFFICERS
ASSOCIATION**

Mayor Charles Rostocil

Date



President/Officer Bentley

04/15/2024
Date

ATTEST

DATE

RECEIVED
APR 10 2024
CITY OF HUBBARD

CITY OF HUBBARD
PARK USE APPLICATION
TODAY'S DATE _____

RECEIVED
APR 10 2024
CITY OF HUBBARD

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: May 1st 2024 LOCATION OF EVENT: 3827 4th Hubbard

NATURE OF EVENT: Community Garden

SET UP DATE & TIME: May 2024 REMOVAL DATE & TIME: Sep 29 2024

NAME OF PERSON/ORGANIZATION USING PARK: _____

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
THE DISPOSAL OF ALL TRASH OFF-SITE:

Should have zero garbage, just plants. If there is
any garbage it will be disposed of off site.

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: 100%

SIGNATURE [Signature]

DATE 4-8-24



RECEIVED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HOPP INSURANCE 804 East First St. Newberg OR 97132	CONTACT NAME: Joy Hughes PHONE (A/C, No, Ext): 503-538-3421 E-MAIL ADDRESS: joyh@hoppinsurance.com FAX (A/C, No): 503-538-2901 INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 44520
INSURED Water Bear Cleaning & Restoration Inc PO Box 83 Dundee OR 97115		

COVERAGES

CERTIFICATE NUMBER: 20240227125854681

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	EPK-146936	02/24/2024	02/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions Liabil	N	N	EPK-146936	02/24/2024	02/24/2025	Each Wrongful Act \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured under the General Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Hubbard
3720 2nd Street
Hubbard OR 97032

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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South Coast Office
486 E Street
Coos Bay, OR 97420

Willamette Valley Office
200 Ferry Street SW
Albany, OR 97321

Rogue Valley Office
830 O'Hare Parkway, Suite 102
Medford, OR 97501

North Coast Office
609 SW Hurbert Street
Newport, OR 97365

ENGINEERING SCOPE OF SERVICES **ADDENDUM # 2**

Date: April 24, 2024

To: Melinda Olinger, City of Hubbard Public Works Administrative Manager

From: Matt Wadlington, PE, Principal, Civil West Engineering Services, Inc.

RE: **City of Hubbard – Water System Improvements**
Scope of Services Addendum #2
Civil West Project Number: 1706-007

The purpose of this Scope of Services Addendum is to address the additional engineering support required to address the following:

1. Facilitate the pre-purchase of the major system components, specifically the pumps, the new filter unit, and the generator.
 - a. This was deemed prudent to ensure that the MCARPA funds are allocated and spent within the timeframe allowed by the County.
2. Provide additional services to make water system improvements in the areas listed below.
 - a. C Street from 5th Street to 7th Street
 - b. 3rd Street Steel line between A Street and Moonbeam Court
 - c. Fire Hydrant Assembly at the intersection of 1st Street and I Street
3. Address the additional services required to relocate Well #1 to the new site located across the street from the Water Treatment Plant site.
4. Provide engineering and surveying services to assist City with land use processing to address the new well site. This will include:
 - a. Work with the City's Consultant Planner to provide City Planning Staff with pertinent documents to process the project for planning approval.
 - b. Prepare and process a partition plat for recordation with the County to establish the new site as a legal property.
 - c. Prepare construction plans in accordance with city standards as established during the planning process.

Background Summary

The City of Hubbard approved the original Scope of Services for Civil West to prepare plans, specifications, contract, and bidding documents on the above referenced project to prepare water system improvements related to increasing water system pressure within the City distribution system. Prior to design, the City requested and was granted funding support from Marion County through their ARPA pass-through program. The MCARPA contract states that the funds must be obligated by Dec. 31, 2024,

and expended by Dec. 31, 2026. Due to the very long lead times for big equipment, it is unlikely that the project would be fully expended if the equipment was not pre-purchased.

City staff have indicated that there have been repeated water system facility failures in certain areas in the City and have expressed an interest in performing pipeline improvement projects in these locations. These areas of pipeline repair are in addition to those pipeline improvement projects identified in the original Scope of Services as identified in the City's Water Master Plan as M-2, M-3 & M-4.

Civil West has enlisted the services of a sub-consultant, GSI, to assist with the relocation of Well #1. The budgeted amount for relocation of Well #1 in the original Scope of Services was based on preliminary information involving relocating the well at the Water Treatment Plant (WTP) site. Following the project's kickoff meeting, and follow-up conversations involving determination of an appropriate location for the new well site, Civil West asked GSI to provide an updated scope based on the proposed relocation of the well to a property across the street from the WTP site. GSI has determined that the scope of services for this project is more extensive than initially anticipated. We are therefore requesting an addendum to cover the cost of their fee for the project. Due to this sizable unanticipated cost, Civil West will waive our customary 15% surcharge fee associated with subconsultants fees.

The proposed site for the new location for Well #1 is located within the City's Residential-Commercial District (RC) zone. The proposed use at this site would be considered to be a public facility use which is permitted in the RC zone subject to implementation of a Conditional Use Permit. The proposed well site would use a portion of the existing property and be located on its own parcel. Creation of a new parcel to cover this use will require preparation of a Partition Plat to define and legalize the new parcel. Once the planning process is completed a set of construction plans will be required to comply with city standards as established during the planning process.

Civil West proposes to provide the engineering and surveying services in support of these tasks as described in the Scope of Work section below.

Part A: Scope of Work

The following tasks have been identified to track the project's progress. Each task will be assigned a certain number of engineering hours for completion. While there may be many subtasks included within these major task areas, only the major tasks will be discussed below.

Task AD2-1 Pre-Procurement Bid Phase Services

- This task includes an allowance of hours for engineering support to develop procurement bid documents to pre-purchase the pumps, the new filter unit, and the generator. The original scope of work included bid phase support for only one bid. This new procurement bid will utilize the Engineers Joint Council of Contract Documents (EJCDC) procurement documents, which differ from the construction bid documents.

Task AD2-2 Pipeline Improvement Projects

- This task includes all surveying and engineering work to complete the design of pipeline improvement projects for the areas listed below. The design will be incorporated in engineering drawings and technical specifications. Drafts of these drawings and specifications will be submitted to the City for review and comment. Final documents will be submitted to the City for review and comment prior to commencement of the bid phase of the process.
 - C Street from 5th Street to 7th Street
 - 3rd Street Steel line between A Street and Moonbeam Court
 - Fire Hydrant Assembly at the intersection of 1st Street and I Street

Task AD2-3 GSI Services for Well #1 Relocation

- A detailed scope of services from GSI for this task is included herein as Attachment A. The budgeted amount for this task as shown in the fee schedule below reflects the budgeted amount in Attachment A, (excluding their suggested contingency amount), reduced by the \$55,000 that was budgeted for this task in the original Scope of Services.

Task AD2-4 Additional Engineering Support for GSI Services

- Civil West will provide additional engineering support for GSI's efforts to evaluate, design and construct the well at the new location. These additional tasks include:
 - Conduct a field survey and produce a topographic map of the subject site.
 - Civil West will work with GSI to ensure that they have the necessary support for the documentation required for their process. These items are discussed in detail in Task AD2-6 below.

Task AD2-5 Well #1 Relocation Contingency

- This task is included to track the contingency amount by GSI as explained in Attachment A. The City will not be billed for the contingency amount unless it is needed to address unforeseen requirements associated with GSI's process.

Task AD2-6 Surveying & Mapping Services for Well #1 Site

6.1 Boundary & Topographic Survey

- Research
 - ◆ Civil West will research available public records and plats in the vicinity of the site to establish survey control and identify surrounding properties and streets adjacent to the site.
 - ◆ The Datum to be used for this project is as follows:
 - (1) Horizontal: Oregon State Plane North
 - (2) Vertical: NAVD88.
- Boundary Survey
 - ◆ Civil West will conduct a boundary survey of the subject property by measuring the field location of monuments of record located at, or in the vicinity of the site. This task includes computation of monument locations shown on previous survey records as determined from the research described above and will be based on the legal boundary as described in a current preliminary title report to be provided by the Title Company. Upon request, we will provide witness stakes at boundary corners and along boundary lines at increments provided by Client.
- Topographic Survey
 - ◆ Civil West will conduct a topographic survey of the site to obtain vertical and horizontal data of existing roads, structures, fences, boundary lines and other site features that are easily identifiable at the surface of the site. The limits of the survey will extend a minimum of 15 feet outside of the property boundary where possible.
 - ◆ We will provide a minimum of three survey control points at, or in the vicinity of, the site. These control points will be identified on subsequent maps and plans for the project.

- o Utility Locates

- ◆ Prior to the survey, Civil West will submit a Utility Locate request to have existing underground utilities marked at the site through the *Oregon Utility Notification Center*. This data will be collected and used to show the location of underground utilities on subsequent maps and plans for the project.

6.2 Topographic Map

- o Civil West will prepare a Topographic Map depicting the data obtained in the survey as noted above. This task consists of post-processing of the field data, transferring the data gathered onto the map, developing existing contours of the site, and incorporating the utility information obtained from the Utility Locates process.

6.3 Final Partition Plat

- o Civil West will prepare a Final Partition Plat of the subject property based on the Boundary Survey described above, and in accordance with the City-approved Tentative Partition Plat as described below.
- o The Final Partition Plat will be prepared in conformance with ORS Chapters 92 & 209.
- o This task also includes time to assist the Client with submittal of the application and processing the Final Partition Plat with the City and County for approval.
- o Following City and County approval, the monuments will be set as described above and a statement will be added to the Plat showing the date that the monuments were set.
- o Civil West will then coordinate with the Title Company and Client to assist with preparation of mylars and recordation of the Final Partition Plat.

6.4 Boundary Monumentation

- o Upon completion of construction, or at a time to be determined once the final plat is recorded, Civil West will set survey monuments based on the property defined on the Final Plat. Monuments will be set at the newly defined boundary corners and any monuments that were identified on previous survey records that may not have been found will be re-set as part of this survey. This task will be based on the City and County-approved Final Partition Plat as described below, and performed in accordance with the Oregon Revised Statutes, ORS 92.060.

Task AD2-7 Planning Services for Well #1 Site

7.1 Project Research & Coordination Services

- o Civil West will work with the Consultant Planner to research and review City codes, infrastructure plans, plats, and other documents related to the tasks described below. We will coordinate with the Consultant Planner to assist with the process of gaining approval of the Application and obtaining a construction permit for the project.

7.2 Pre-Application Meeting

- o A Pre-Application Meeting will be held with City Planning personnel prior to formal submittal of the Application and preliminary documents for their review. The purpose of this meeting is to review the project concepts prior to initial submittal to confirm that the proposed contents of the Application and the preliminary engineering documents are generally acceptable to the City. This ensures that an agreed upon approach to the preparation of the Application and the preliminary documents is established at the beginning of the process to minimize any surprises that may arise later, and that any recent City policy changes are incorporated into the processes.

- o Following the meeting, Civil West will review this Scope of Services with the City and address any amendments to this Scope of Services that may be necessary prior to proceeding with the project.

7.3 Preliminary Partition Plat

- o Civil West will prepare a Preliminary Partition Plat based on the existing record boundary as referenced in the property research report obtained from a title company, in combination with any record maps obtained from the research described above. This plan will include boundary and parcel dimensions and proposed parcel areas; existing and proposed easements affecting the property; and other information as needed to present the proposed partition plat to the City.

7.4 Preliminary Partition Plan

- o The Preliminary Partition Plan will show the existing and proposed items at the site including items such as existing street improvements, trees, street lights; and proposed well house location, parking and access walks to the building.

7.5 Public Hearing

- o Civil West will attend the public hearing before the Planning Commission or City Council, as determined from the Pre-Application Meeting and as required by the City planning process.

Task AD2-8 Construction Documents for Well #1 Site

• Site Construction Plans & Technical Specifications

- o The Site Construction Plans and technical specifications will be prepared and processed for approval by the City of Hubbard in accordance with the Department of Public Works Design and Construction Standards. The plan will include a number of sheets within the plan set including:
 - ◆ General Information Sheets
 - ◆ Existing Conditions & Demolition Plan
 - ◆ Grading Plan
 - ◆ Utility Plan
 - ◆ Details
 - ◆ Erosion & Sediment Control Plan (ESCP)
- o Civil West will prepare technical specifications for this portion of the project. The technical specifications will be provided to City staff for review and comment.
- o A draft set of plans and specifications will be prepared at 50% and 80% completion of the construction documents for review and comment by the City.
- o Final plans and specifications will be prepared that will address the City's comments following the 80% review.
- o As-Built Plans will be prepared and submitted to the Superintendent of Public Works upon completion of the improvements in compliance with the requirements of the City's Development Code.

Part B: Project Fee Proposal

Civil West is hereby offering to prepare documents as specified in Part A: Scope of Services for the budgeted amounts shown below:

Task	Description	Estimated Fee
AD2-1	Pre-Procurement Bid Phase Services	\$15,192
AD2-2	Pipeline Improvement Projects (3)	\$43,468
AD2-3	GSI Services for Well #1 Relocation	\$100,142
AD2-4	Additional Engineering Support for GSI Services	\$5,668
AD2-5	Well #1 Relocation Contingency	\$24,507
AD2-6	Surveying & Mapping Services for Well #1 Site	
6.1	Boundary & Topographic Survey	\$4,596
6.2	Topographic Map	\$1,716
6.3	Final Partition Plat	\$6,952
6.4	Boundary Monumentation	\$3,540
AD2-7	Planning Services for Well #1 Site	
7.1	Project Research & Coordination Services	\$3,028
7.2	Pre-Application Meeting	\$1,820
7.3	Preliminary Partition Plat	\$5,170
7.4	Preliminary Partition Plan	\$3,762
7.5	Public Hearing	\$2,300
AD2-8	Construction Documents for Well #1 Site	\$24,200
Total		\$246,061

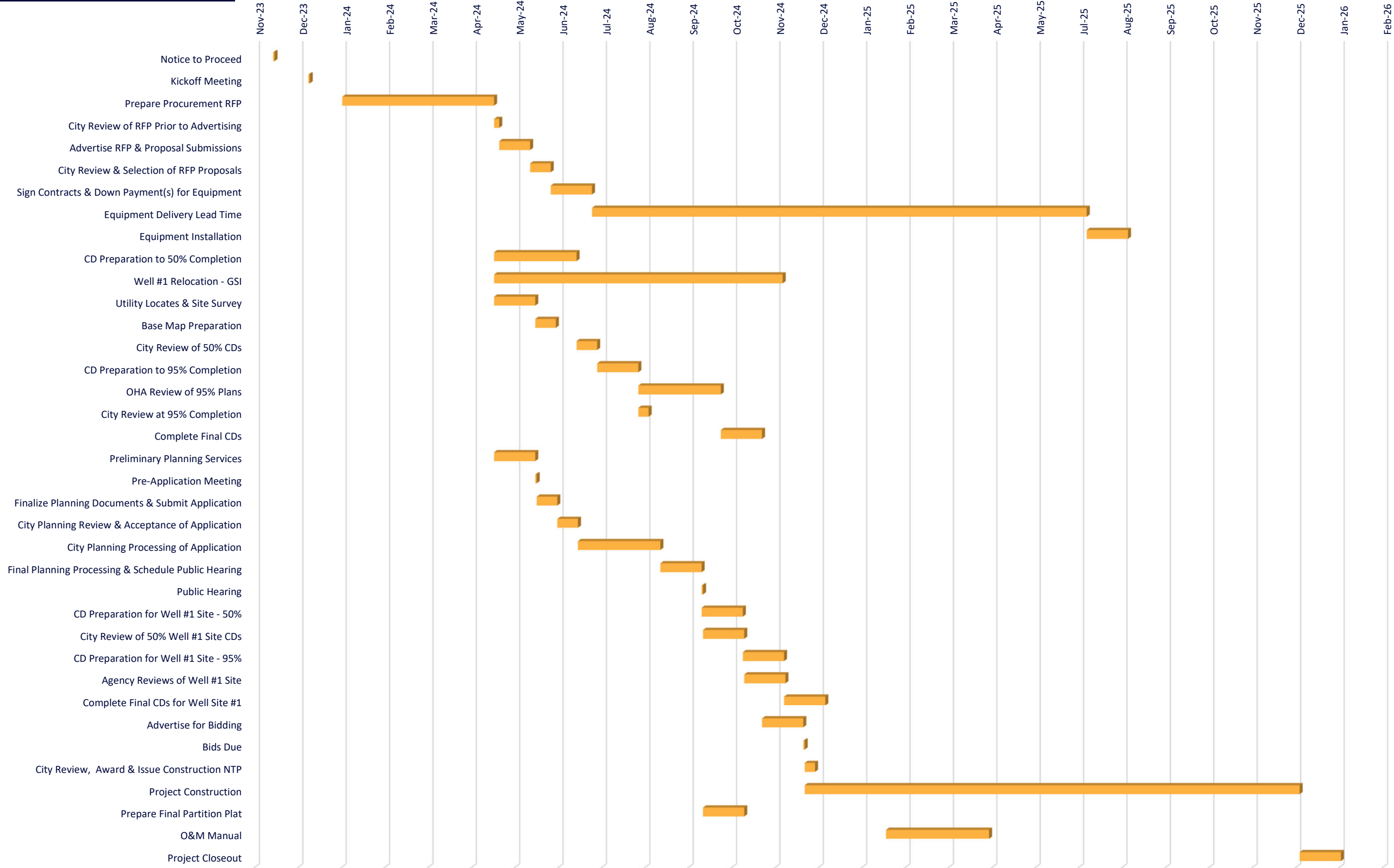
The above budget breakdown is considered a not-to-exceed maximum for the scope of work described and will be billed on a percent complete basis. Hourly and reimbursable costs will be billed according to the Rate Schedule in Exhibit B of the Personal Services Agreement (executed May 2023) between Civil West and the City of Hubbard. Civil West reserves the right to alter distribution of compensation between tasks and subtasks noted herein to be consistent with services actually rendered but shall not exceed the total estimated budget amount unless approved in writing by Client. The terms and conditions of the original contract for this project are applicable to this agreement.

Part C: Project Schedule

The project schedule for the original contract has been modified to include the tasks for these additional services. The schedule is based on the City's acceptance of this Addendum no later than April 23, 2024 and is shown on the following pages:

Hubbard Water Project Schedule					
Tasks	Start Date	Months needed	Days Needed	Start Date (Day)	Completion
Notice to Proceed	Nov-23	0.034	1	11/15/2023	11/16/23
Kickoff Meeting	Dec-23	0.034	1	12/11/2023	12/12/23
Prepare Procurement RFP	Jan-24	1	112	1/5/2024	4/26/24
City Review of RFP Prior to Advertising	Apr-24	0.125	4	4/26/2024	4/29/24
Advertise RFP & Proposal Submissions	Apr-24	0.75	23	4/29/2024	5/22/24
City Review & Selection of RFP Proposals	May-24	0.5	15	5/22/2024	6/6/24
Sign Contracts & Down Payment(s) for Equipment	Jun-24	1	30	6/6/2024	7/7/24
Equipment Delivery Lead Time	Jul-24	12	365	7/7/2024	7/7/25
Equipment Installation	Jul-25	1	30	7/7/2025	8/6/25
CD Preparation to 50% Completion	Apr-24	2	61	4/26/2024	6/25/24
Well #1 Relocation - GSI	Apr-24	7	213	4/26/2024	11/24/24
Utility Locates & Site Survey	Apr-24	1	30	4/26/2024	5/26/24
Base Map Preparation	May-24	0.5	15	5/26/2024	6/10/24
City Review of 50% CDs	Jun-24	0.5	15	6/25/2024	7/11/24
CD Preparation to 95% Completion	Jul-24	1	30	7/11/2024	8/10/24
OHA Review of 95% Plans	Aug-24	2	61	8/10/2024	10/10/24
City Review at 95% Completion	Aug-24	0.25	8	8/10/2024	8/18/24
Complete Final CDs	Oct-24	1	30	10/10/2024	11/9/24
Preliminary Planning Services	Apr-24	1	30	4/26/2024	5/26/24
Pre-Application Meeting	May-24	0.034	1	5/26/2024	5/27/24
Finalize Planning Documents & Submit Application	May-24	0.5	15	5/27/2024	6/11/24
City Planning Review & Acceptance of Application	Jun-24	0.5	15	6/11/2024	6/26/24
City Planning Processing of Application	Jun-24	2	61	6/26/2024	8/26/24
Final Planning Processing & Schedule Public Hearing	Aug-24	1	30	8/26/2024	9/26/24
Public Hearing	Sep-24	0.034	1	9/26/2024	9/27/24
CD Preparation for Well #1 Site - 50%	Sep-24	1	30	9/26/2024	10/26/24
City Review of 50% Well #1 Site CDs	Sep-24	1	30	9/27/2024	10/27/24
CD Preparation for Well #1 Site - 95%	Oct-24	1	30	10/26/2024	11/25/24
Agency Reviews of Well #1 Site	Oct-24	1	30	10/27/2024	11/26/24
Complete Final CDs for Well Site #1	Nov-24	1	30	11/25/2024	12/26/24
Advertise for Bidding	Nov-24	1	30	11/9/2024	12/10/24
Bids Due	Dec-24	0.034	1	12/10/2024	12/11/24
City Review, Award & Issue Construction NTP	Dec-24	0.25	8	12/11/2024	12/18/24
Project Construction	Dec-24	12	365	12/11/2024	12/11/25
Prepare Final Partition Plat	Sep-24	1	30	9/27/2024	10/27/24
O&M Manual	Feb-25	2.5	76	2/9/2025	4/26/25
Project Closeout	Dec-25	1	30	12/11/2025	1/10/26

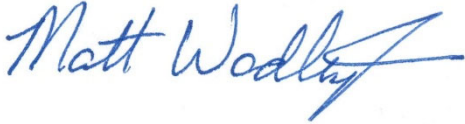
Hubbard Water Project Schedule



We are grateful for this opportunity to provide these services to the City of Hubbard. Please let me know if you have any questions or if you wish to see any alterations to our proposed approach. If this proposed approach is acceptable, please sign below and return a copy to our office for our records.

Sincerely,

Civil West Engineering Services, Inc.



Matt Wadlington, PE
Regional Manager

Authorized Representative Signature Accepting Scope of Services

Date



Proposed Scope of Work and Fee Estimate

To: Matt Waddlington, PE – Civil West Engineering

From: Chris Wick; Walt Burt, RG - GSI Water Solutions, Inc.

Date: April 5, 2024

RE: Design and Construction Management Services for the City of Hubbard Well 1 Replacement

GSI Water Solutions, Inc. (GSI) is pleased to present this scope of work and fee estimate to Civil West Engineering Services, Inc (Civil West) to provide professional hydrogeologic, water rights, and well construction management services to support the City of Hubbard (City) with siting, permitting, designing, technical specification development, and construction oversight for the replacement of municipal water supply Well 1.

Scope of Work

GSI's proposed scope of services has been divided in two phases, and each phase will consist of several tasks, as follows:

Phase I

- Task 1 – Water Rights
- Task 2 – Well Siting and Pre-Design
- Task 3 – Oregon Health Authority (OHA) Plan Review
- Task 4 – Technical Specifications and Bid Support

Phase II

- Task 5 – Well Construction Management
- Task 6 – Documentation
- Task 7 – Contingency

GSI presents the following descriptions of the effort, deliverables and assumptions associated with each of the tasks listed above.

Phase I

This phase of the project will include work needed to add the new well to the City's water rights portfolio, evaluate the candidate well site, develop preliminary well designs, support the City with the OHA plan review process, and prepare technical specifications for the drilling and construction of the new well to be compiled into the City's procurement package for public bidding.

Task 1 – Water Rights Support

Use of the City's existing wells is authorized by five water rights: three water right certificates (Certificates 84092, 84093, and 90750), one permit (Permit G-16138), and a groundwater registration (GR-1084). The purpose of

this task is to complete the transaction needed to add the new well as an additional point of appropriation to up to three of City's existing water right certificates. Work conducted as part of this task will include:

- Review existing water rights, current well production rates, and wellfield operations and work with the City to develop a water rights optimization strategy.
- Prepare and submit the necessary water right certificate transfer application to the Oregon Water Resources Department (OWRD) requesting authorization to appropriate groundwater from the new well under one or more of the City's existing water rights.
- Prepare and submit an application to expedite the transfer under OWRD's Reimbursement Authority program, if requested by the City.
- Facilitate OWRD review of the application(s), including documents provided by the OWRD during the review process, answering questions posed by OWRD during application(s) processing, and tracking the the application(s) through the review process.
- Communications, task management, staff coordination, and administrative support.

Task 1 Meetings and Deliverables

- One meeting with the City to discuss GSI's recommended water rights optimization strategy.
- Draft and final water right transfer application.

Task 1 Assumptions

Task 1 is based on the following assumptions:

- This proposal assumes that the new well will be added as an additional point of appropriation on up to three the City's existing water rights certificates.

Activities to be Completed by the City

The following activities will be completed by the City:

- (1)
- (2) Pay the OWRD transfer application fees, which will be a minimum of \$1,840 (based on OWRD's current fee review schedule), depending on the number of water rights transactions completed and the number of rights included in the transactions.
- (3) Pay OWRD for the cost of Reimbursement Authority processing, as needed.

Task 2 – Well Siting Feasibility and Pre-Design

The purpose of this task is to evaluate the feasibility of siting the new well at the candidate location and developing a preliminary well design. Work to be completed as part of this task:

- Conduct a site walk and meeting with the City to evaluate candidate well site and identify drilling logistics around water and cuttings management, erosion control, site security, noise restrictions, and safety.
- Evaluate OWRD/OHA well setback requirements and identify potential constraints or fatal flaws to developing a new well at the candidate well site.
- Using available local hydrogeologic and construction data from the City's existing wells (including Well 1) to evaluate local aquifer characteristics (e.g., depth, thickness, and transmissiveness) and establish expected well construction and performance characteristics (e.g., estimate well depth, diameter and yield) for the new well.
- Developing a conceptual production well design and information to document the basis for design.
- Prepare a technical memorandum summarizing findings and recommending next steps and conceptual well design, including whether or not to proceed with OHA plan review documents for the new well at the current time.
- Communications, task management, staff coordination, and administrative support including one virtual meeting to discuss the City's comments on the preliminary well design.

Task 2 Deliverables

The deliverables for Task 2 are:

- A draft technical memorandum for review and comment by the City and Civil West.
- A final technical memorandum that incorporates the City's and Civil West's comments.

Task 2 Assumptions

Task 2 is based on the following assumptions:

- This task will be completed as a desktop study using readily available data and/or published reports; no field data collection activities or subsurface explorations will be completed at this time.
- The budget for this task assumes review of one candidate well site for the new well.
- The budget for this task includes one virtual conference call/meeting and a site walk.

Task 3 – OHA DWS Plan Review

The objective of this task is to prepare and submit plan review information to OHA's Drinking Water Services (DWS) for site and well construction approval of the new municipal supply well. Work items to be completed as part of this task will include the following:

- Consult with City staff and identify and assess well setback requirements.
- Review maps of the site, surface drainage conditions, floodplain information, and environmental cleanup site information.
- Summarize well construction information (e.g., geologic conditions and conceptual design schematic).
- Prepare a Land Use Compatibility Statement (LUCS) and submit it to the appropriate authority for review and approval.
- Coordinate work with Civil West and/or City engineering staff.
- Communications, administrative support, and task management.

Once the above information has been summarized and obtained, GSI will prepare and submit a site plan according to the OHA DWS submission requirements described in OAR 333-061-0060, including:

- Site location, topography, drainage, floodplain information, and local surface water bodies.
- Location of the proposed new well relative to sanitary hazards (e.g., septic tanks, sewers, drain fields, underground storage tanks, grazing areas, waste disposal, chemical storage, etc.).
- Dimensions of the area reserved to be kept free of potential sources of contamination and evidence of ownership or control of the reserve area.
- Well construction information and conceptual design schematic.
- Water rights information.

After the new well is drilled and constructed, GSI will provide OHA DWS with the water well report and driller's log, as-built construction diagram, well yield and performance information, and water quality test results.

Task 3 Deliverables

The deliverables for Task 3 are:

- A completed initial OHA Plan Review for submittal to OHA DWS.
- Information supporting the OHA DWS plan review process after drilling and testing the new well (water well report and driller's log, as-built construction diagram, well yield and performance information, and water quality test results)

Task 3 Assumptions

Task 3 is based on the following assumptions:

- (1) The land use designation for the selected site allows for installation of a well.

Activities to be Completed by the City

The following activities will be completed by the City:

- (1) Prepare and submit, with assistance from GSI, the Land Use Compatibility Statement (LUCS) that is required to be included with the initial OHA Plan Review, and provide GSI with a signed copy from the applicable land use authority.
- (2) Pay the OHA DWS plan review fee (estimated to be \$3,300 per well)
- (3) Develop plans and specifications for the wellhead, permanent well pumping system, controls, electrical, wellhouse, and connection to the water system, and submit to OHA DWS as the project progresses.
- (4) Coordinate with property owners and develop documents related to obtaining a perpetual restrictive easement, if necessary.

Task 4 – Design, Technical Specifications and Bid Support

The objective of this task is to prepare technical specifications for the drilling and construction of the new well. The technical specifications will be used by the City in a procurement document for public advertisement and selection of a licensed water well constructor. Specific activities to be completed under this task will include:

- Meet with the City and Civil West to identify and/or finalize requirements for the drilling project, including a source of water needed for drilling, drilling water and cuttings management, erosion control, site security, noise limitations, health and safety, etc.
- Identify mitigation measures to protect the productivity and water quality at other wells in the wellfield during well construction, and incorporate the measures in the technical drilling specifications or provide them to the City by email.
- Develop and submit 90% technical specifications for drilling and testing of the well for City and/or Civil West review and comment, including a bid form and engineer's cost estimate. The technical specifications will include sections for work that are ancillary to drilling and well construction (e.g., noise limits and mitigation, water management, erosion control, etc.).
- Develop and submit 100% technical specifications based on comments from Civil West and/or the City.
- Assist with integrating the technical specifications into a public procurement document.
- Contact qualified drilling contractors to solicit interest in the project.
- Plan and attend a pre-bid meeting and assist Civil West/City with responding to bidder questions and preparing bid addenda.
- Prepare a bid tabulation summary, conduct a technical review of submitted bids and qualifications, and provide Civil West/City with a summary of this review to assist with contractor selection.
- Communications, task management, staff coordination, and administrative support.

Task 4 Deliverables

The deliverables for Task 4 are:

- 90% technical specifications for drilling, constructing, and testing the new well.
- 100% technical specifications for drilling, constructing, and testing the new well.
- Bid addenda (two assumed).
- Bid summary review results and comments.

Task 4 Assumptions

Task 4 is based on the following assumptions:

- Civil West and/or the City will incorporate GSI's technical specifications into the public procurement document and will arrange for advertisement and distribution of the procurement documents to prospective bidders.
- Up to two addenda may be needed.
- The City will make final selection of the drilling contractor, provide award notice, and contract directly with the selected bidder.

Activities to be Completed by the City

The following activities will be completed by the City:

- (1) Provide all sections of the procurement document other than the technical specifications, including support on addenda, if needed.
- (2) Compile the procurement document and arrange for advertising, bidding, and award of the project.
- (3) Make final selection of the drilling contractor, provide award notice, and contract directly with the selected bidder.

Phase II

The scope of services for Phase II will consist of Task 5 and Task 6. This phase of the project will include construction management oversight and documentation during well drilling, construction, development, and testing. Additional details for each of the Phase II tasks are described in more detail in the following subsections.

Task 5 – Well Construction Management

GSI will provide the City with construction management oversight during drilling, construction, development, and testing of the new well, with specific focus on key aspects to document that the well is drilled and completed in accordance with the design specifications and regulatory requirements (OAR 690-200 and OAR 690-210).

Specific activities completed under this task will include the following:

- Develop a project-specific health and safety plan.
- Coordinate utility locates with the City. Oversee shallow, pre-excavation (e.g., air-knife or potholing) of the target well location to clear site of potential underground utilities prior to drilling.
- Coordinate the schedule and sequencing with the selected drilling contractor.
- Prepare for and attend onsite, pre-construction meeting with the City, Civil West, and drilling contractor.
- Provide oversight during well drilling activities, including daily communications with the drilling contractor when not on-site, and providing weekly progress updates to City staff.
- Supervise collection of representative aquifer formation samples from the wellbore and submit to soil laboratory for grain-size analyses for final production well design.
- Develop a draft stratigraphic log of the geologic materials encountered during drilling based on visual inspection of drill cuttings and drilling contractor observations.
- Work with the drilling contractor to finalize the design for the well based on the subsurface conditions encountered, including well depth, well screen slot size, well screen length, and placement of the well screen interval(s).
- Provide oversight during construction of the well, including inspection of well screen, installation of the well screen assembly, development of the well, and well seal installation.

- Provide oversight during alignment and plumbness testing of the well and review testing results to confirm compliance with design specifications.
- Provide oversight during the post-construction well video survey.
- Coordinate and monitor a step-rate pumping test to assess well performance and develop a target pumping rate for the constant-rate test.
- Coordinate and monitor a constant-rate pumping test (including recovery) to evaluate aquifer productivity, develop design criteria for the permanent pumping system, evaluate presence/absence of hydraulic boundary conditions, and evaluate well interference conditions relevant to the long-term sustainable capacity of the production well.
- Provide as-needed support to City to coordinate groundwater quality samples.
- Provide oversight and documentation during well disinfection and wellhead completion activities.
- Assist with site inspections to ensure water management, erosion control, and spill prevention measures meet specifications.
- Assist with managing the drilling contractor – including reviewing submittals, work logs, and pay requests – and providing recommendations for resubmittal and approval.
- Task management activities consisting of communications, consulting team meetings/conference calls, progress updates, invoicing, and administrative support.

Task 5 Deliverables

The deliverables for Task 5 are:

- Weekly progress updates, or more frequent, if needed
- Payment recommendations for progress billings.
- Approvals of submittals from the subcontracted driller.

Task 5 Assumptions

Task 5 is based on the following assumptions:

- Drilling or utility locate contractor fees or survey crew fees are **not included** in this cost estimate; we anticipate that the City will contract with the selected contractor(s) directly and pay their fees separately.
- We anticipate the duration of the complete drilling, construction, and testing program to be less than 12 weeks, depending on unanticipated delays and unforeseen circumstances. Field time is budgeted to oversee drilling and well construction activities (well screen and filter pack installation), well development, pump testing, water quality monitoring and sampling, well plumbness and alignment testing, well video survey, well disinfection, and wellhead completion. No significant delays, unexpected conditions, or problems are budgeted in this cost estimate.
- The total drilled and sealing depths and construction management and oversight time will depend upon the chosen drilling method and upon actual field conditions encountered during drilling. Subsurface conditions encountered during drilling may require drilling depths and screened interval(s) to be modified and additional construction management services.
- The amount of field oversight and related communications will depend on the drilling contractor that is selected and drilling method. GSI's current fee estimate is based on what has been typically expected when working with a reasonably qualified driller; the selection of a less-qualified driller, such as one who specializes in irrigation or domestic well installation but not larger-scale municipal wells, may require additional oversight by GSI.
- The selected drilling contractor will assist GSI with collection of water level, pumping rate, and water quality data during the aquifer testing program.

- Water generated during drilling, well development, and aquifer testing will not require special permitting and can be diverted to a City-approved discharge location.
- Water quality samples will be submitted to and analyzed by the City's contract laboratory, and the costs will be direct-billed to the City.

Activities to be Completed by the City and/or Civil West

The following activities will be completed by the City and/or Civil West:

- (1) The City, or a City-selected engineer, will provide any necessary design details required by OHA DWS throughout the plan review process (e.g., pumping system specifications, wellhouse design, and plans and specifications for connecting the new well to the existing water system). This scope of services and fee estimate **does not include** these required engineering services or costs.

Task 6 – Documentation

GSI will prepare a report that documents well drilling, construction, and testing activities. The report will include:

- Production well information, such as a geologic log and an as-built well construction diagram.
- Pumping test information and results, including recommendations for estimated long-term pumping rates and general pump specifications like long-term pumping water level.
- Observations/results from well development, plumbness and alignment, well video, well disinfection, and wellhead completion activities.
- Summary of the water quality test results with comparison to SDWA drinking water standards.

Task 6 Assumptions

Task 6 is based on the following assumptions:

- The City's comments on the well construction report can be incorporated based over a single review cycle.

Task 6 Deliverables

The deliverables for Task 6 are:

- Draft well construction report for review by the Civil West and the City
- Final well construction report that incorporates Civil West/City comments

Contingency Reserve

We recommend establishing a contingency to authorize additional work by GSI in the event of unexpected site conditions, events, or unforeseen changes in the scope of work. This will alleviate the need for formal administrative costs and schedule delays that could otherwise arise under a typical change-order/fee amendment process, and which could result in delays and potential accrual of contractor standby time.

Contingency Reserve Assumptions

The contingency reserve involves the following assumptions:

- The contingency reserve is an estimated 15 percent of total project costs.
- Any use of the contingency reserve will first require written (email or otherwise) pre-approval by Civil West.

Fee Estimate

Based upon the scope of services outlined above for Phase I and Phase II, GSI has estimated the total project fee to be **\$142,080**, exclusive of the contingency reserve. The total contract amount, including the contingency reserve is **\$163,390**. This time-and-materials budget includes a 10% markup on subcontracted services. We will

not exceed this budget without your prior written authorization. A cost breakdown by task is provided in **Table 1**. This cost estimate for each task of the project will not be exceeded without prior authorization from Civil West. All work will be conducted in accordance with GSI's 2024 rate schedule (attached).

Table 1 –Fee Estimate

Phase	Task	Description	Labor Cost	Outside Services	Direct Expenses	Total
I	1	Water Rights	\$12,310	\$0	\$0	\$12,310
I	2	Well Siting and Pre-Design	\$13,700	\$0	\$40	\$13,740
I	3	OHA Plan Review	\$10,500	\$0	\$0	\$10,500
I	4	Design, Technical Specifications and Bid Support	\$25,730	\$0	\$0	\$25,730
PHASE I SUBTOTAL			\$62,240	\$0	\$40	\$62,280
II	5	Well Construction Management	\$61,580	\$1,650	\$3,520	\$66,750
II	6	Documentation	\$13,050	\$0	\$0	\$13,050
PHASE II SUBTOTAL			\$74,630	\$1,650	\$3,520	\$79,800
SUBTOTAL TASKS 1 - 6			\$135,870	\$1,650	\$3,560	\$142,080
Contingency Reserve (15%)						\$21,310
PROJECT TOTAL						\$163,390

Schedule

GSI is prepared to begin work on Phase I upon receiving a written authorization to proceed from the City. A detailed schedule for subsequent tasks will be developed after a water rights transaction strategy has been developed and an anticipated timeline for water rights processing has been established.

Closing

We appreciate the opportunity to assist Civil West and the City of Hubbard and look forward to working with you on this project. Feel free to contact us should you have any questions regarding this proposal.

Sincerely,

GSI Water Solutions, Inc.

Walt Burt, RG
Principal Hydrogeologist

Chris Wick, RG
Supervising Hydrogeologist



2024 GSI Fee Schedule

Labor Category	Hourly Rate
Technical Professionals	
Principal	\$200 – \$280
Supervising	\$190 – \$235
Managing	\$170 – \$200
Consulting	\$150 – \$185
Project	\$135 – \$165
Staff	\$110 – \$150
Other Services	
GIS/Graphics/Database	\$120 – \$175
Editor/Documents	\$120 – \$145
Administration	\$85 – \$120

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

Expenses

- **Mileage:** IRS authorized rate/mile plus 10 percent markup
- **Direct expenses and outside services:** Cost plus 10 percent markup
- **Enterprise GIS:** \$100 per month for the duration of use

Rebuild-it Services Group
4188 W Nike Drive
West Jordan, Utah 84088
www.rebuild-it.com



RSG
Clarifier Experts



PROPOSAL DATE: April 24, 2024

PROPOSAL NUMBER: Q105129-A

PREPARED FOR:

City of Hubbard, Oregon
Hubbard WWTP
3607 Sunset Drive
Hubbard, OR 97032
Attention: Michael R. Krebs
Phone: (503)982-9429
E-Mail: mkrebs@cityofhubbard.org



***Please note this proposal is interactive for your convenience.
Feel free to [click](#) on any of the hyperlinks for helpful information.*



SCOPE SUMMARY:

Rebuild or replace the existing Dorr-Oliver 16AS drive unit.

PREPARED BY:

Rebuild-it Services Group
A Sentry Equipment Company
4188 West Nike Drive
West Jordan, Utah 84088
Aj C. Ursin
Main: (888)709-5676
Office: (713)258-9764
E-Mail: aj.ursin@rebuild-it.com
Website: rebuild-it.com



REPRESENTED BY:

TEC - Treatment Equipment Company
Bob Smith
E-mail: bob@tec-nw.com
Website: www.treatmentequipment.com



PROJECT SUMMARY:

Rebuild-it Services Group (RSG) is pleased to offer the following proposal to rebuild the existing Dorr-Oliver 16AS drive or replace it with an RSG refurbished drive for the Hubbard WWTP located in Hubbard, OR.

SCOPE OF WORK:

OPTION 1 – REFURBISHED RSG DORR-OLIVER 16AS DRIVE UNIT:

- Refurbished to like new condition, with an output speed top match existing drive unit. This completely refurbished drive unit has been rebuilt to factory specifications and comes with our two-year warranty.
- Motor drive package consists of gear motor, sprockets, chain, stainless steel chain guard, and required gear motor mounts. Motor drive package will be sized to match existing drive unit output torque and RPM.
- Stainless steel oil piping.
- O&M manual.
- Supply rebuilt torque control.
- Shipping to job site.
- Engineering.
- Installation hardware and shims.
- 2-year warranty.



Refurbished Dorr-Oliver 16A by Rebuild-it

RSG DRIVE UNIT PREMIUM THREE LAYER COATING SYSTEM:

- Rebuild-it's unique coating system provides a durable coating on the drive unit that is superior to what is typically provided. All exterior drive unit surfaces:
- Blast cleaned to SSPC-SP6
- Prime coat: Tnemec Hi-Build Epoxy-dry film thickness of 4-6mils. Color: Pencil Gray
- Final coat: UV protected industrial grade polyurethane coating to a dry film thickness of 6 mil minimum. Color: Pencil Gray

All interior surface except for machined surfaces and gear faces:

- Power cleaned and then coated with a Tool Crib red insulating varnish.
- All machined surfaces will be coated with LPS 3 Rust Inhibitor.
- All reducers and motors will have the manufacture's standard finish.

OPTION 2 – DORR-OLIVER 16AS REBUILD SCOPE OF WORK:

We include the following:

- Disassemble and inspect the drive unit.
- Steam clean and evaluate all parts.
- Provide an inspection report indicating the condition of the parts and provide a final recommendation for the drive rebuild.
- Blast and clean and all major reused parts for the drive unit, which includes the main gear, base, housing(s), pinion, worm gear, end cap, and covers.
- Replace all wear items, such as bearings, seals, gaskets, keys, retaining rings, gauges, site glasses, piping, and fasteners.
- Replace motor drive assembly consisting of a ¾ hp gearmotor, chain, guard, and sprockets.
- Rebuild the torque control.
- Machine and polish all re-useable parts as needed.
- Re-assemble, paint, inspect and test the drive unit.
- Painting: Inside and out. (2) coats Tnemec epoxy N69F paint @ 3-5 mils each coat. SSPC-6 blast, and metal prep is applied.
- Freight to and from the job site.
- Warranty on parts and workmanship.

*Items that are **not** included:*

- Major components that are typically re-used as part of the rebuild scope. Pinions, gears, housings, shafts, and covers will be re-used as part of a standard rebuild. If these items are damaged and cannot be re-used, then the price of these individual components will be added to the order.
- Lubricants (ask about our **recommended** drive oil & grease).

Note: This pricing is based on a typical (standard) rebuild and does not include the replacement of major components, i.e., gears, precision bearing, pinion, housings, and covers. If any other these items are deemed to be replaced, there will be an additional charge for these item(s).



RSG TURN-KEY LABOR SERVICES:

The scope of work for this project is as follows:

- Site mobilization and travel time to the job site.
- Removal of bridge and drive unit.
- Option 1 – Refurbished Drive:
 - Installation of refurbished drive unit.
 - Ship old drive unit to RSG (core charge – see pg. 5).
 - Work to be done in (1) mobilization.
- Option 2 – Rebuild Drive:
 - Transportation of drive to RSG rebuild facility.
 - Rebuild drive unit (as described above).
 - Transport back to job site.
 - Reinstallation of newly rebuilt drive unit.
 - Work to be done in (2) mobilizations.
- Disposal of old debris and parts.
- Crane, mats, rigging equipment as needed.
- Forklift rental.
- Rake and drive leveling.
- Touch up paint only.
- Provide all required confined space entry equipment, hoisting & rigging.
- A foreman/safety QC manager will be on site.
- Demobilization of personnel and equipment.
- Field service start-up and check out services.

*This proposal **excludes** the following items:*

- Electrical disconnect and reconnect.
- Permits, fees, and stamped engineering documents.
- Overtime premiums, weekends, or prevailing wage.
- Temp facilities include porta-johns and disposal bins.
- Concrete demolition and/or repair.
- Removal of dome or access panels for covered tank.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site - touch up paint only if needed.
- Hazardous material handling and/or disposal.
- Draining and cleaning of the tank.
- Reuse bridge, weirs, and baffles.
- Any work not specifically included.





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PRICING OPTION 1:

Pricing for (1) refurbished drive unit as described above.....\$31,953.00

Pricing for turn-key labor services as described above.....\$30,816.00

Note: Work to be done in (1) mobilization.

Total.....\$62,769.00

PRICING OPTION 2:

Pricing to rebuild existing drive unit as described above.....\$25,486.00

Pricing for turn-key labor services as described above.....\$39,972.00

Note: Work to be done in (2) mobilizations.

Total.....\$65,458.00

RECOMMENDED DRIVE OIL:

Hydrotex – Syn-Nth Gear Oil ISO680 (5-Gallons).....\$413.54

Note: Shipping included in price.

ESTIMATED SCHEDULE:

Supply (1) refurbished drive: 6-8 weeks

Drive rebuild: 6-8 weeks

Labor services: 2-3 days per mobilization

Check-out services: 1 day

OLD DRIVE CORE DISCOUNT:

RSG will take possession of the old drive unit and apply a discount to the new or refurbished drive unit as a core charge. The discount has been reflected in the pricing above. RSG will be responsible for all freight coordination and charges.

Please be sure to reference this quotation number and date on your purchase order.

Remit order to:

Sentry Equipment Company

P.O. Box 1493

West Jordan, Utah 84084

Attention: Candace King, cking@rebuild-it.com



PRICING AND PAYMENT TERMS:

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations. The actual lead-times are based on the schedule and inventory at the time of ordering as lead times are subject to change according to the current job schedule.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Terms: If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. If the project exceeds \$50,000.00 for materials, then the payment terms are 50% up front for engineering and raw materials and 50% due shipment, still net 30 days. The prices are good for **60** days.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing. We are required to collect sales tax for the following states: Utah, California, and Washington. If you are not tax exempt, please remit taxes directly to the governing authorities.

Freight: Prices quoted are F.O.B. shipping point with freight prepaid and shipped to a readily accessible location nearest to the jobsite, unless otherwise indicated, unless otherwise noted. All claims for damage or loss in shipment shall be initiated by purchaser.

Shipment: Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.

Field Service: Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$1,200.00 per day plus expenses.

Carbon and Stainless-Steel Escalation: Any material price increase from the proposal date to material procurement that is greater increase from the stated price of more than 5% are herein subject to price escalation. The escalation shall be based on the increase of cost, without additional profit. Any revisions or changes requested by the customer will be priced on a case-by-case basis. The steel pricing and escalations are based on the material index located at www.steelbb.com.



WARRANTY & TERMS AND CONDITIONS:

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt by RSG to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to which RSG's examination shall show to have failed under normal use and service by the original user within two (2) years following initial start-up, or two (2) years and six (6) months from shipment to the purchaser, whichever occurs first, unless otherwise mentioned.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures. When buying a drive or drive rebuild, if the drive control has not been hooked up or disabled, the warranty on the drive is not valid. If the recommended or equivalent oil is not used or correct quantity is not applied, it will void the warranty. It is the customers responsibility to grease and lubricate the drives, if this is not done on a regular basis it will void the warranty.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG). RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

CONFIDENTIALITY:

All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.



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TERMS AND CONDITIONS:

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

4. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

5. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

6. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

7. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

8. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.



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9. SHIPMENTS: Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.

RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

10. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

11. RETURN OF PRODUCTS: No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

12. BACK CHARGES: RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

13. INDEMNIFICATION: Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

14. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

15. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

16. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

17. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____